**PROFESSIONAL DEVELOPMENT RETURN SERVICE AGREEMENT**

This Return Service Agreement (the “Agreement”) is made effective the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 202\_.

BETWEEN:

 **HIS MAJESTY THE KING IN RIGHT OF ALBERTA**

 as represented by the Minister of <<Department>>

 (“Employer”)

 - and –

 **<<EMPLOYEE NAME>>**

(“Employee”)

1. **Definitions**
	1. In the Agreement, the following terms have the corresponding meanings:
		1. “Daily Salary” means the Employee’s normal daily rate of compensation based on gross salary, calculated in accordance with the Salary Determination Directive;
		2. “Department” means the Government of Alberta Department of <<Department>>;
		3. “Deputy Head” means:
2. the Deputy Minister of the Department, or
3. if the Department does not have a Deputy Minister, the person who manages the Department in the same capacity as a Deputy Minister;
	* 1. “Financial Assistance” means the total amount of money paid by the Employer to or on behalf of the Employee to support the Employee’s participation in the Learning and Development Initiative, not including salary during a paid leave; **<Remove if only providing Paid Leave>**
		2. “Financial Support” means the sum of the salary received by the Employee during any paid leave for the Learning and Development Initiative plus any financial assistance for the Learning and Development Initiative provided by the Employer;
		**<Remove if only providing Paid Leave OR only providing Financial Assistance>**
		3. “Learning and Development Initiative” means <<Name or Description of Initiative>>;
		4. “Paid Leave” means the leave of absence granted by the Employer to support the Employee’s participation in the Learning and Development Initiative, where the Employee receives a salary amount during their leave**; <Remove if only providing Financial Assistance>**
		5. “Return Service Commitment” means the number of days that the Employee must continue working for the Employer after the completion of the Learning and Development Initiative;
		6. “Working Day” means any day on which the employee is normally expected to be at their place of employment, as well as authorized absence with pay.
4. **Employee Benefits**
	1. If determined to be eligible, while on leave for the Learning and Development Initiative, the Employee is entitled to:
		1. an economic adjustment;
		2. a negotiated salary adjustment; or
		3. an economic adjustment and a negotiated salary adjustment.
	2. The Employee is not eligible for a merit adjustment, lump sum, bonus or special salary adjustment while on leave for the Learning and Development Initiative.

**<CHOOSE ONE>**

* 1. **<For Financial Assistance only>** The Employer will provide Financial Assistance to the Employee in the amount of <<Amount>> Dollars ($<<Numerical Amount>>).

**OR**

2.3 **<For Paid Leave only>** The Employer will provide the Employee with a Paid Leave of <<Number>> Working Days commencing on <<Date>> during which the Employee will receive <<Amount>> percent (<<Numerical Amount>>%) of their salary.

**OR**

2.3 **<For a combination of Financial Assistance and Paid Leave>** The Employer will provide the Employee with:

2.3.1 Financial Assistance in the amount of <<Amount>> Dollars ($<<Numerical Amount>>); and

2.3.2 A Paid Leave of <<Number>> Working Days commencing on <<Date>> during which the Employee will receive <<Amount>> percent (<<Numerical Amount>>%) of their salary.

1. **Return Service and Repayment**
	1. The Return Service Commitment is <<Number>> Working Days.
	2. The Employee will:
		1. Resume employment with the Government of Alberta or another employer approved by the Deputy Head on completion of the Learning and Development Initiative; and
		2. Remain in that employment continuously for the Return Service Commitment.

**<CHOOSE ONE SET>**

* 1. **<For Financial Assistance only>** If the Employee does not comply with clause 3.2, or the Employee does not complete the Learning and Development Initiative to the satisfaction of the Deputy Head, within the same fiscal year the Employee will repay all or a portion of the Financial Assistance with interest.
	2. The amount of Financial Assistance to be repaid will be calculated using the following formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Repayment =  | Total financial assistance granted | x | Number of outstanding working days owed in the Return Service Commitment | ÷ Total Return Service Commitment  |

3.5 Interest payable under clause 3.3 will be calculated in accordance with the *Charging of*  *Interest on Amounts Owing to the Crown Regulation*, as amended.

**OR**

3.3 **<For Paid Leave only>** If the Employee does not comply with clause 3.2, or the Employee does not complete the Learning and Development Initiative to the satisfaction of the Deputy Head, within the same fiscal year the Employee will repay all or a portion of the salary received during the Paid Leave with interest.

3.4 The amount of salary to be repaid will be calculated using the following formula:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Repayment =  | Employee’s daily salary | x | Percentage of salary granted | x | Outstanding working days owed in the Return Service Commitment  | ÷ | 2 |

3.5 Interest payable under clause 3.3 will be calculated in accordance with the *Charging of*  *Interest on Amounts Owing to the Crown Regulation*, as amended.

**OR**

3.3 **<For a combination of Financial Assistance and Paid Leave>** If the Employee does not comply with clause 3.2, or the Employee does not complete the Learning and Development Initiative to the satisfaction of the Deputy Head, within the same fiscal year the Employee will repay all or a portion of the following with interest:

3.3.1 The Financial Assistance; and

* + 1. The salary received during the Paid Leave.

3.4 The total amount to be repaid will be calculated using the following formulas:

|  |  |  |  |
| --- | --- | --- | --- |
| Repayment =  | A | + | B  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Where A=  | Total financial assistance granted | x | Number of outstanding working days owed in the Return Service Commitment | ÷ | Total Return Service Commitment  |

And

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Where B =  | Employee’s daily salary | x | Percentage of salary granted | x | Outstanding Working Days owed in the Return Service Commitment  | ÷ | 2 |

* 1. Interest payable under clause 3.3 will be calculated in accordance with the *Charging of Interest on Amounts Owing to the Crown Regulation*, as amended.
	2. In the event the Employee is required to repay all or a portion of the <Financial Assistance **OR** salary received during the Paid Leave **OR** Financial Assistance and salary received during the Paid Leave>in accordance with clause 3.3, the repayment must be made before the effective date of termination of the Employee’s employment, unless the Employee has undertaken to make instalment payments in accordance with a payment plan agreed to by the Deputy Head.
	3. Unless arrangements have been made for instalment payments in accordance with clause 3.6, if the Employee has not repaid the <Financial Assistance **OR** salary received during the Paid Leave **OR** Financial Assistance and salary received during the Paid Leave> in full on the effective date of termination of the Employee’s employment, the Employer may subtract the remaining balance from any amount that is owing to the Employee by the Employer upon termination.
1. **General Provisions**
	1. The Deputy Head may waive any obligation of the Employee under this Agreement if the Deputy Head considers it appropriate to do so.
	2. The parties may by mutual agreement make written amendments to this Agreement.
	3. Notices, approvals and requests referred to in this Agreement will be in writing and sent to the parties at the following addresses. Approval under clause 4.1 will be given personally or by prepaid registered mail.

To the Employer at:

Department of <<Department>>

<<Address>>

Edmonton, AB <<Postal Code>>

Attention: <<Name, Position>>

Email: <<Email Address>>

To the Employee at:

<<Name>>

<<Address>>

<<City>>, <<Province>> <<Postal Code>>

Email: <<Personal Email Address>>

* 1. Notices, approvals and requests other than those listed in Clause 4.1 may be provided in accordance with Clause 4.3 or by e-mail. If provided by email, notices, approvals and requests are deemed to have been provided seventy-two (72) hours after the time of sending.
	2. The contact information for notices, approvals and requests may be changed by notice to the other party in accordance with Clause 4.4.

[*Remainder of this page intentionally left blank*]

* 1. This Agreement may be executed in counterparts, in which case the counterparts together constitute one agreement, and in which case communication of execution by e-mailed PDF will constitute delivery.

This Agreement is signed by the parties and is effective as of the date at the beginning of the Agreement.

|  |  |  |
| --- | --- | --- |
|  |  | **HIS MAJESTY THE KING IN RIGHT OF ALBERTA**, as represented by the Minister of <<Department>> |
|  |  |  |
|  |  | <<Name>>Deputy Minister |
|  |  |  |
|  |  | Date |
|  |  | **<<EMPLOYEE NAME>>** |
| Witness (PRINT NAME) |  | Signature |
|  |  |  |
| Witness Signature |  | Date |