**WORKBACK AGREEMENT: UNPAID LEAVE**

*(For: Permanent appointments/fixed-term appointments with benefits)*

**(“Agreement”)**

*Entered into between:*

**Stellenbosch University**

**(“the Employer”)**

**and**

**[Insert Employee Name]**

 **INTRODUCTION**

1. The Employer employs the Employee. The Employee has applied for unpaid leave in terms of the Employer’s Benefits Policy.
2. The Employer has approved the Employee’s unpaid leave in accordance with the terms of this Agreement. The parties wish to record in writing the basis upon which the Employer has granted the Employee’s request for unpaid leave.

**PERIOD OF UNPAID LEAVE**

1. The Employee has applied for [●] calendar days’ unpaid leave for the period [insert date] to [insert date]. The Employer has approved the Employee’s request.
2. During the period of unpaid leave, the Employee will receive payment of twenty five percent (25%) of the pensionable amount of his/her cost of employment package. The estimated amount payable to the Employee during his/her period of unpaid leave is [ZAR ●].

**WORKBACK AGREEMENT**

1. The Employee agrees and accepts that in return for the payment in this Agreement, the Employee is obligated to work for the Employer for a period of [●] [days/months] after his/her period of unpaid leave.
2. The Employee further accepts and agrees that should his/her employment with the Employer terminate for any reason whatsoever, and the Employee has failed to work for a period of [●] [days/months] after returning to work, the Employee shall be liable to repay the Employer a pro-rata portion of the unpaid leave that he/she received.
3. To the extent permitted by law, the Employee agrees that the Employer may deduct the pro-rata portion of the Employee’s unpaid leave from any payment due to the Employee on termination of his/her employment.

**DATED AND SIGNED ON THIS DAY OF [INSERT MONTH] [2020]**

**[Insert Employee Name]**

**DATED AND SIGNED ON THIS DAY OF [INSERT MONTH] [2020]**

**Stellenbosch University**