

SEIU HEALTHCARE 1199NW MULTI-EMPLOYER TRAINING AND EDUCATION FUND

Service Commitment Agreement – Tuition Assistance

The SEIU Healthcare 1199NW Multi-Employer Training and Education Fund (“Training Fund”) and _____ (“Trainee”) understand and agree that the Training Fund will expend significant sums of money for the training and education of the Trainee in the specialized skills necessary for employment in the health care industry. These sums of money will result in a substantial direct benefit, as well as providing substantial indirect and intangible benefits to the Trainee.

The Training Fund is funded by employers who make contributions to the Training Fund (“Contributing Employers”) in accordance with collective bargaining agreements with SEIU Healthcare 1199NW for the purposes of defraying costs involved in the training of the Trainee. The Trainee agrees to reimburse benefit amounts received from the Training Fund through continued employment with Contributing Employers (in-kind “service commitment”) or cash as explained below.

The Training Fund and the Trainee agree as follows:

1. Benefit Amount. The Training Fund and the Trainee agree that the Trainee is being provided tuition assistance benefit pursuant to the terms of the Training Fund Plan document (“Plan”). The amount of tuition assistance benefits provided to the Trainee from the Training Fund will be established or evidenced through Training Fund records including but not limited to applicable voucher and/or reimbursement forms. This Service Commitment Agreement (“Agreement”) applies to the total amount of tuition assistance benefits provided to the Trainee for the following degree or program classification: _____[degree or program name]
2. The tuition assistance shall be reimbursed by the Trainee in full by an in-kind service commitment or in cash in the event the service commitment is not met. The in-kind service commitment applies to those Trainees who complete the degree or program for which they have received tuition assistance benefits pursuant to the Plan.
3. The Trainee, after completing the training or education degree or program for which tuition assistance was provided, agrees to work for the Trainee’s current primary Contributing Employer or another Contributing Employer for the service commitment periods required by the Plan. The Trainee will receive reimbursement credit for fulfilling such service commitment. The Plan provides that the service commitment will be calculated as follows:

- A. Up to \$5,250 received in tuition assistance from the Training Fund will require 1 year of service from the date of degree or program completion.
 - B. \$5,251 to \$10,500 received in tuition assistance from the Training Fund will require 2 years of service from the date of degree or program completion.
 - C. Any amount above \$10,501 received in tuition assistance from the Training Fund will require 3 years of service from the date of degree or program completion.
4. In the event that there is no job opening at a Trainee's current primary Contributing Employer with (i) an FTE equal to their current position and (ii) in a position commensurate with the level of training that Trainee received through tuition assistance at the time participant completes the training or degree program, participant will be released from the Service Agreement if the following conditions are also met: there is no job available consistent with (i) and (ii) above after a 90-day job search at Trainee's current primary Contributing Employer, followed by a 30-day job search at all other Contributing Employers and the affiliated employer network of the current primary Contributing Employer.

The Trainee will not be required to take a job opening that is more than 25 miles from the Trainee's residence except to the extent the Trainee's job with the current primary Contributing Employer is more than 25 miles from the Trainee's residence and the job opening is at the same facility as Trainee's current job.

5. In the event of a layoff (not termination for cause), the Trainee shall be released from the Service Agreement to the extent there is no other commensurate job opening at the Trainee's current primary Contributing Employer at that time.
6. The Trainee shall not be required to take a position at a lower FTE or higher FTE than the position s/he currently holds in order to fulfill the service commitment. However, the Trainee may choose to take a lower or higher FTE position to fulfill the service commitment if that is acceptable to their current primary Contributing Employer.
7. The Trainee agrees, as a condition of receiving Training Fund benefits, that upon completion of the training or education provided through this Agreement, the Trainee will reimburse the Training Fund for all tuition assistance benefits received if the Trainee accepts employment from an employer who is not a Contributing Employer, unless such employment is expressly released from the Agreement under the Plan.
8. If the Trainee voluntarily resigns, is terminated for cause, or otherwise fails to meet the required in-kind service commitment, the Trainee agrees to reimburse the full amount of tuition assistance benefit received, reduced pro rata based on the length of service commitment completed compared to the time remaining in the payback period.

For example, if the payback period is 24 months and the Trainee voluntarily resigns after 12 months, the Trainee will reimburse the Training Fund in cash for 50% of the tuition assistance benefit provided to the Trainee.

9. Unless otherwise provided in the Plan, it is a breach of this Agreement if the Trainee fails to meet the in-kind service commitment requirement. In that case the Trainee shall reimburse the Training Fund for all tuition assistance benefits and costs incurred by the Training Fund, adjusted for any reimbursement credit under paragraph 3 above. Failure to reimburse the Training Fund shall result in ineligibility for future Training Fund benefits unless and until full reimbursement is made.
10. If the Trainee breaches this Agreement at any time, all amounts due and owing on the benefit amounts received will become immediately due and payable, together with interest at the federal prime interest rate then prevailing plus 1% from the date of this Agreement, plus all costs of collection including reasonable attorney's fees and all court costs. The Training Fund, to the extent permitted by law, in its sole discretion, may move for an injunction to prevent further employment in breach of this Agreement unless reimbursement amounts owed are paid in full. The Trainee waives jurisdictional defenses to a complaint.
11. Reimbursement of amounts owed may be pursuant to a payment plan approved by the Executive Director subject to Fund policies and procedures. If Trainee fails to reimburse all amounts owed within applicable periods, all remaining reimbursement amounts owed will be immediately due and payable.
12. Upon written petition by the Trainee, a breach of this Agreement can be waived in writing by the Training Fund in its sole discretion. Any such waiver does not preclude enforcement of any other Agreement between the Training Fund and the Trainee.
13. Trainee agrees to notify the Training Fund of any change in address.
14. Trainee has read and understands the Training Fund's Plan.

Signed and agreed to this _____ day of _____, _____

Name of Trainee _____

Signature _____