# **REVERSE SCHOLARSHIP LOAN AGREEMENT BETWEEN APPRENTICE AND THE MENTOR ELECTRICAL JATC**

WHEREAS the Mentor Electrical JATC("Committee") sponsored by signatory Local Union 673 in the Vice Presidential Fourth District of the International Brotherhood of Electrical Workers and the Greater Cleveland Chapter of the National Electrical Contractors Association, Inc., and (***printed name***)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

("Apprentice") understand and agree that the Committee will expend significant sums of money and service for the training of the Apprentice in the specialized skills necessary for employment as an

Inside Journeyman Electrician in the Inside Electrical Industry; and

WHEREAS, those sums of money will result in a substantial direct benefit, as well as a substantial indirect and intangible benefit, to the Apprentice from training, which training cost should be shared, in part, by the Apprentice in the amount set forth in Paragraph 1 hereto which will constitute the Tuition payable by the Apprentice for the training; and

WHEREAS the viability of the training program substantially depends upon inside journeymen providing on the job training to apprentices and the financial contributions that result from their employment; and

WHEREAS, the Committee will refund and pay to the Apprentice amounts expended for tuition as set forth in paragraph 2 hereof for the years of the Apprentice's training, on the basis of in-kind credits attributed to working for such Contributing Employers, pursuant to the terms set forth herein, in order to induce the Apprentice to complete his or her training and thereafter become employed in the Electrical Industry by a Contributing Employer(s) under the terms of collective bargaining agreements that provide for the payment of contributions by employers to the Committee or to another Joint Apprenticeship and Training Committee sponsored by or affiliated with a local union of the IBEW and having an Inside Agreement with the National Electrical Contractors Association, Inc.; and

WHEREAS the Tuition amount for the Apprentice's subsequent years of training will be calculated on or before the anniversary date of this Agreement and a new Agreement for that amount will be sent to the Apprentice and the Apprentice agrees to promptly execute such new Agreement to continue training; and

WHEREAS the Apprentice hereby understands and agrees that the Apprentice assumes certain obligations arising out of the training provided by the Committee, including the obligation to pay the Tuition to the Committee for all years of training.

 NOW, THEREFORE, the Committee and Apprentice on this\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

20\_\_\_\_\_, hereby Agrees and Covenants, for the good and valuable consideration set forth herein, as follows:

1. Tuition and Books: The Committee and the Apprentice hereby agree that the tuition the Apprentice will pay for the year of training covered by this Agreement is set forth in paragraph 2 herein, which represents the cost to the Apprentice of the training, which includes, but is not limited to, necessary equipment, maintenance, and the cost of operating the training facility, instructors' salaries, program administration, and related materials (except for textbooks, individual special equipment, tools and clothing, moving and other living expenses due to reassignments to geographic areas to receive training, none of which are a part of the tuition and all of which are the Apprentice' s responsibility). The Apprentice will execute this Agreement prior to the commencement of training and pay all amounts of tuition concurrent with the year of training as provided herein or on a payment scheduled acceptable to the Committee.
2. Tuition Payment by Payroll Deduction: The tuition the Apprentice will pay for the training covered by this Agreement is a payment of one dollar ($ 1.00) due for each hour worked during the apprenticeship while the Apprentice is employed by a Contributing Employer to the Committee. This one dollar ($ 1.00) deduction from pay is to be authorized by the Apprentice to be withheld by the Employer employing the Apprentice from the Apprentice's wages and paid by Employer to the Mentor Electrical JATC.
3. Term of Training: The Committee will be provided training in accordance with its program, standards, and policies to the Apprentice during the period from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,20\_\_\_\_\_ \_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

1. Subsequent Years of Training: The Committee shall determine the cost of the training, necessary equipment, maintenance, and cost of operating the training facility, instructors' salaries, program administration and related materials for each period of training on or before the expiration of this Agreement. The tuition assessed by the Committee shall not exceed the Apprentice's representative share of that determination of the costs of the Program. The tuition shall be the amount set forth in a new agreement the Apprentice shall execute for that period of training. A separate Agreement shall be signed for each period of training. Nothing herein will preclude the Committee, in its discretion, from discontinuing or amending the grant, refund, or payment provisions herein in future agreements, at its own discretion.
2. Refund of Tuition and Other Payments: An Apprentice shall be entitled to a partial lump sum refund of the amount of tuition paid under this Agreement and all other associated Tuition Agreements upon the following terms and conditions:
	* + 1. the Apprentice shall have completed the MentorElectrical JATC Apprenticeship Program in a satisfactory manner as determined by the Committee;
			2. the Apprentice shall have completed at least one (1) year of work with a Contributing Employer(s) following completion of the Mentor Electrical JATC Apprenticeship Program;
			3. the Apprentice shall remain available for work or working and be a member in good standing;
			4. the Apprentice shall not have been in breach of this Agreement as set forth in Paragraph 6 herein.

For purposes of this Agreement, a "Contributing Employer" shall mean an employer that is signatory to a collective bargaining agreement with the IBEW and a chapter of NECA providing for contributions to the Committee or another joint apprenticeship and training Committee associated and sponsored by a Union affiliated with the International Brotherhood of Electrical Workers. Work with a Contributing Employer shall include both bargaining and non-bargaining work with a Contributing Employer to the JATC and employment with the Union or an apprenticeship fund associated with the Union. Once the Apprentice has completed at least one (1) year of work and two thousand (2,000) hours of service with a Contributing Employer in either bargaining or non-bargaining work or with the Union or an apprenticeship fund associated with the Union, the Apprentice will be refunded twenty percent (20%) of the total amount of tuition paid under this Agreement and all other associated Tuition Agreements. Thereafter, for every subsequent one (1) year of work and two thousand (2,000) hours of service, the Apprentice will be refunded an additional twenty percent (20%) of the total amount of tuition paid under this Agreement and all other associated Tuition Agreements. The Committee reserves the right to decrease the two thousand (2,000) hours of service requirement in its sole discretion based on market conditions.

1. Breach of this Agreement: It will constitute an immediate breach of this Agreement if during the period of training provided for in this Agreement or after termination or completion of the training provided pursuant to this Agreement and prior to full refund of Tuition, the Apprentice accepts employment from an employer that is not a Contributing Employer. The Apprentice will provide the Committee with documentation of the Apprentice's employment in the Electrical Industry upon request. It will be presumed that the Apprentice is in breach of the Agreement if the Apprentice fails to provide such documentation or otherwise fails to take affirmative steps or fails to cooperate with the Committee' s requests to demonstrate to the Committee that the Apprentice has not worked for an employer that is not a Contributing Employer in the Electrical Industry. Any other default under the terms of this Agreement by the Apprentice, including the failure to pay tuition, will be immediate breach of this Agreement.
2. Termination from Training Programs: If the Apprentice's training agreement is terminated by either the Apprentice's voluntary action or by the action of the Committee during the period of training provided for in this Agreement, the Committee is not obligated to refund tuition or make other payments to the Apprentice under Paragraph 5.
3. Arbitration: Any controversy or claim arising out of or relating to this Agreement, or in breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with Title 9 of the United States Code (Federal Arbitration Act) and the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Apprentice and Committee shall equally share the fees and expense of the Arbitrator and the facilities.
4. Waiver of Breach: A minor breach of this Agreement can be waived in writing by the Committee in its sole discretion, and a waiver of such breach of this Agreement will not be unreasonably withheld by the Committee.
5. Notice: All notices under this Agreement will be sent to the Committee and Apprentice as set forth below. The Apprentice agrees to promptly notify the Committee of any change in the Apprentice's address in writing by certified mail.

 Committee: Mentor Electrical JATC

8376 Munson Road, Mentor, OH 44060

Apprentice: To the Address set forth below or the last known address provided to and on file with the JATC

1. Electrical Industry: As used herein the term "Electrical Industry" means all types of work covered by collective bargaining agreements to which the International Brotherhood of Electrical Workers, AFL-CIO, and/or any affiliated Local Union are a party, or under the trade jurisdiction of the I.B.E.W. Constitution; or any other work to which an electrical worker has been assigned, referred, or can perform by virtue of possessing the skills and training of an electrical worker.
2. Apprentice: The term Apprentice as used in this document is meant to represent the individual indentured into the Apprenticeship Program and is meant to represent that individual both during and after completion of this program.

XXXXXXXXXXXX SIGNATURE PAGE ON FOLLOWING PAGE XXXXXXXXXXXXXX

On Behalf of Apprentice:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_\_\_\_\_Zip Code: \_\_\_\_\_\_\_\_\_

Signed and agreed to this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_.

ON BEHALF OF

THE MENTOR ELECTRICAL JATC.

By Training Director: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature