

APPRENTICE TRAINING FEE AGREEMENT

This Apprentice Training Fee Agreement (the “Agreement”) is hereby made and entered into by and between the Southwestern Line Constructors Area Joint Apprenticeship and Training Committee (hereinafter the “Committee”) on the one hand and, on the other hand, [APPRENTICE NAME] (hereinafter the “Apprentice”).

DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

“Committee” shall mean the Southwestern Line Constructors Area Joint Apprenticeship and Training Committee sponsored by signatory Local Unions 66, 220, 278, 301, 304, 583, 602, 611, 681, 738, 769, 898, 1002 and 2286 in the Vice Presidential District Seven of the IBEW and Southwestern Line Constructors Chapter of NECA.

“Contributing Employer” shall mean an employer that is signatory to a collective bargaining agreement with the Committee or another joint apprenticeship and training committee sponsored by a local union of the IBEW and a line constructors chapter of NECA.

“Electrical Industry” shall mean any and all types of work covered by collective bargaining agreements to which the IBEW, AFL-CIO, and/or any affiliated local union are a party, or under the trade jurisdiction of the IBEW 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.

“IBEW” shall mean the International Brotherhood of Electrical Workers.

“NECA” shall mean the National Electrical Contractor Association, Inc.

“Training Program” shall mean the training provided by the Committee to the Apprentice in accordance with its program, standards, and policies throughout the course of the apprenticeship, which shall consist of each Apprentice completing 7,000 hours of reasonably continuous supervised employment with a Contributing Employer which supervised employment includes on the job training, and participation in a minimum of 144 contact hours of classroom and/or related training per year outside the normal working hours.

“Training Fee” shall mean the cost charged to the Apprentice by the Committee for the training provided in the Training Program. The Training Fee does not cover individual personal protective equipment required to be provided by applicable law. Further, it does not cover special equipment, clothing, or moving and other living expenses due to reassignments to geographic areas to receive training, which are separate from this agreement and remain the Apprentice’s responsibility to the greatest extent permitted by law.

RECITALS

WHEREAS, the Committee and the Apprentice each 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 a journeyman lineman in the Outside Electrical Industry;

WHEREAS, because those sums of money for such training will result in a direct benefit, as well as a substantial indirect and intangible benefit, to the Apprentice, the parties hereto hereby agree such training cost should be shared, in part, by the Apprentice in the amount identified as the Training Fee;

WHEREAS, the viability of the Committee's Training Program substantially depends upon journeymen linemen providing on the job training to apprentices and the financial contributions that result from their employment; and

WHEREAS, the Apprentice hereby understands and agrees that the Apprentice will be responsible for certain obligations arising out of the training provided by the Committee, including the obligation to pay the Training Fee identified below throughout the Training Program.

NOW, THEREFORE, the Committee and Apprentice hereby agree, for the good and valuable consideration set forth herein, as follows:

1. **Definitions and Recitals.** The foregoing definitions and recitals are incorporated herein.
2. **Training Fee.** Beginning on the date of the Apprentice's commencement of the Training Program, and until the Apprentice's completion of the Training Program, the Apprentice shall be required to pay to the Committee a Training Fee as follows:
 - a. Training Fee: the Apprentice agrees that a weekly Training Fee shall be deducted from his/her wages and paid to the Committee for each week in which the Apprentice performs work as an Apprentice for a Contributing Employer. The amount of the Training Fee is identified in the attached Training Fee Form, which is incorporated herein by reference. The Apprentice expressly understands that the Training Fee is subject to change by the Committee, in which case the Apprentice shall be provided with 30 days' notice of such change before it is implemented.
 - b. In consideration for the Apprentice's payment of the Training Fee until and through the Apprentice's completion of the Training Program, the Apprentice shall be entitled to keep all Committee-provided tools and textbooks received by the Apprentice after completion of the Training Program. If, however, the Apprentice fails to complete the Training program, s/he must return all tools and textbooks.
3. **Training Fee Payment by Payroll Deduction.** The Apprentice agrees that the Training Fee shall be deducted from the Apprentice's wages and paid by the Contributing Employer to the Committee. The Apprentice expressly authorizes the Contributing Employer to withhold the Training Fee identified herein from the Apprentices wages and directs such Contributing Employer to pay the same to the Committee. The Apprentice agrees to execute authorization(s) as may be required to accomplish the wage withholding and payment contemplated by this provision.
4. **Documentation.** The Apprentice shall maintain a file containing [ADD DOCUMENTS NEEDED] concerning his/her employment in the Electrical Industry during the period of time the Apprentice is enrolled in Training Program. The Apprentice shall provide the same to the Committee upon request to determine the Contributing Employers or others with which the Apprentice is employed during the Training Program in order to obtain the Training Fee identified above.
5. **Breach.** It shall be an immediate breach of this Agreement should the Apprentice: (1) fail to pay the Training Fee identified herein; (2) accept employment (i) in any capacity for which he/she was trained by the Committee and (ii) with an employer that is *not* a Contributing Employer, during the period of time the Apprentice is enrolled in the Training Program; or (3) fail to provide

documentation requested by the Committee as identified in Paragraph 4. Apprentices are expressly advised that a breach of this Agreement may constitute grounds for the termination of the Apprentice's Indenturement Agreement with the Committee (subject to the terms and conditions of the Agreement). 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.

6. **Apprentice Termination from the Training Program.** In the event that the Apprentice's Indenturement Agreement is terminated by either the Apprentice or the Committee, pursuant to the terms and conditions of that Agreement during the Training Program period, the Committee is not obligated to refund to the Apprentice any Training Fee payments made by Apprentice during the term of this Agreement.
7. **Arbitration.** Any controversy or claim arising out of or related 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 the Committee shall equally share the fees and expenses of the Arbitrator and the facilities.

Notice. All notices under this Agreement will be sent to the Committee and Apprentice. The Apprentice must promptly notify the Committee of any change in the Apprentice's address and contact information in writing to the Committee at Southwestern Line Constructors Area Joint Apprenticeship and Training Committee, 8425 Washington Pl NE, Albuquerque, New Mexico 87113.

8. **Miscellaneous Provisions.**
 - a. The provisions of this Agreement are severable. If any one provision or portion thereof is deemed invalid by a court of competent jurisdiction, such determination shall not affect the validity of the remaining provisions of the Agreement.
 - b. This Agreement shall be governed by New Mexico law and venue shall be Bernalillo County.

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IT IS SO AGREED.

By:

Apprentice Signature: _____

Date: _____

Apprentice Printed Name: _____

Phone: _____

Address: _____

and

By: _____

Date: _____

Alex Trujillo on behalf of
Southwestern Line Constructors Area Joint
Apprenticeship and Training Committee

Address: 8425 Washington Pl NE, Albuquerque, New Mexico 87113

Phone: (505) 222-5070

TRAINING FEE FORM

Apprentice Name: _____

Address: _____

Telephone: _____ Email: _____

Date of Indentureship Agreement: _____

Training Fee Amount: \$30/Week Training Fee Effective Date: _____

I, the Apprentice named above, hereby agree that, upon my acceptance into the Training Program and signing of the Indentureship Agreement, a weekly Training Fee of \$30 dollars shall be deducted from my wages and paid to the Committee for each week in which I perform any work as an Apprentice for a Contributing Employer. I expressly understand and agree that the Training Fee is subject to change by the Committee, although such change shall become effective upon thirty (30) days' notice of such change.

Apprentice Signature: _____

Date: _____

Apprentice Printed Name: _____