

# AGREEMENT TO TRAIN APPRENTICES

District No. 04

DAS File No. 19602

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)			O*Net Code	
Electrician (Residential)			47-2111.01	
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
WECA Electrical Apprenticeship & Training Committee				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				
Employment throughout California (All Counties)				

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By \_\_\_\_\_  
 Printed name \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By \_\_\_\_\_  
 Printed name Don Black  
 Executive Director, CEO  
 Title \_\_\_\_\_ Date \_\_\_\_\_

**Effective until:**

- Revoked**
- End of Project** (Enter project name and address in Area Covered above)
- Date** \_\_\_\_\_  
Date
- Other** \_\_\_\_\_  
Specify

**Accepted:**  
 DIVISION OF APPRENTICESHIP STANDARDS

**EFFECTIVE DATE**

[SIGNED] By \_\_\_\_\_ Date \_\_\_\_\_  
 Hershel Baser, Jr., Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA  
 DEPARTMENT OF INDUSTRIAL RELATIONS  
 DIVISION OF APPRENTICESHIP STANDARDS

**Notification of Use of Professional Employer Organization or  
Human Resource Organization (Notice)**

\_\_\_\_\_ (Employer) hereby notifies the Western Electrical Contractors Association, Inc. (WECA) Apprenticeship Training Program (Program) that as of the date of this Notice, it

does

does not

use a Professional Employer Organization (PEO) or other Human Resource (HR) Organization to provide personnel services, employee benefits, payroll services and/or workers' compensation insurance to its employees including apprentices performing electrical work.

If applicable, please provide the following information:

Name of PEO or HR Organization \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Contact Person: \_\_\_\_\_

PEO or HR Organization's Workers' Compensation Insurance: \_\_\_\_\_

Policy Name and Number: \_\_\_\_\_

(ATTACH A COPY OF PEO OR HR ORGANIZATION'S CURRENT ANNUAL WORKERS' COMPENSATION CERTIFICATE)

Employer acknowledges through this notice, that nothing in this Notice relieves it from its obligation as the primary employer to comply with the Program Standards of Apprenticeship and all federal and state law and regulations concerning the employment and training of apprentices including but not limited to the California Labor Code (including electrician certification requirements), California Code of Regulations, federal Fitzgerald Act and supporting regulations, and federal and state prevailing wage laws.

This Notice is effective until the Employer provides written notice of revocation to the WECA Program.

\_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date



## Appendix D

### **EMPLOYER ACCEPTANCE AGREEMENT**

The undersigned employer hereby subscribes to the provisions of the Apprenticeship Standards formulated and registered by Western Electrical Contractors Association, Inc. Apprenticeship & Training Committee (WECA) and agree(s) to carry out the intent and purpose of said Standards for Electrician and accompanying Appendices and to abide by the rules and decisions of the Sponsor established under these Apprenticeship Standards. The undersigned Contractor has been furnished a copy of the Standards and have read and understood them, and request certification to train apprentices under the provisions of these Standards. On-the-job, the apprentice is hereby assured qualified training personnel and adequate supervision during the apprenticeship. The training should follow the approved Work Process Schedule and Related Instruction Outline including the rotation of tasks. The employer further agrees to follow the selection procedures per the approved Standards or develop alternative selection procedures in the Employer Acceptance Agreement that are consistent with the requirements set forth in 29 CFR § 30.10(b). This employer acceptance agreement will remain in effect until canceled voluntarily or revoked by the Sponsor, Employer or the Office of Apprenticeship.

### **Participating Employer Agreement – WECA Apprenticeship Program Standards and Rules & Regulations; and WECA Apprentice and Training Trust.**

The undersigned contractor (“Contractor”) hereby requests to be admitted as a participating employer in the WECA-related employee benefit trusts elected by the Contractor below (“WECA Trusts”) in this agreement (the “Agreement”). The undersigned contractor (“Contractor”) agrees to comply with the Apprenticeship Program Standards and Rules & Regulations in effect or as amended from time to time. Contractor understands that the WECA Unilateral Apprenticeship Committee reserves the right to cancel this agreement if Contractor fails to comply.

In consideration of the mutual promises and covenants contained in this Agreement, including any matters described in any exhibit, addendum, appendix, fee schedule or other document related to this Agreement, Contractor and WECA Trusts agree as follows:

- (a) Election to Participate in WECA Trusts. Contractor elects the WECA Trusts below and by such election agrees to be bound by the terms of such trust documents and plan documents governing such WECA Trusts and its related employee benefit plans (check one or more boxes as applicable):

- WECA Apprentice and Training Trust
- WECA Health and Welfare Trust
- WECA ATC Retirement Trust

- (b) The Contractor must be (and remain) a member of WECA and have executed an agreement to that effect in the form provided by WECA.

- (c) Duration of Participation. Contractor further understands and agrees that the terms of this Agreement shall apply as of the participation effective date specified by the WECA Trust and the Contractor’s obligations hereunder shall continue in effect as long as the Contractor remains a



participating employer in the WECA Trust(s), subject, however to sooner termination on the first day of the calendar month next following one of the following events:

- 1) At least 30 days prior written notice of termination to the Trustees of the applicable WECA Trust (the "Trustees");  
or
- 2) Ceasing to be a member of WECA; or
- 3) By the Trustees giving at least ninety days' prior written notice of termination to the Contractor at the last known address on file with the WECA Trust; provided that the Trustees shall only be required to give thirty days' notice if the Contractor is delinquent in the payment of any contributions to the Trust for any employee;

d) Contributions : The undersigned Contractor further agrees to make Plan contributions for its eligible Apprentices in the amounts stated in the appropriate WECA Handbook, or as subsequently amended by WECA from time to time following reasonable notification. If the Contractor elected to participate in the WECA Health and Welfare Trust, Contractor acknowledges and agrees that the effective date of coverage for employees under the employee benefit plan funded and provided by the WECA Health and Welfare Trust, is subject to the terms and conditions of the applicable group health plan policy as administered by the group health plan carrier, including but not limited to any requirement to complete enrollment forms required by the group health plan carrier. For the term of this Agreement, the WECA Trust agrees to offer health plan coverage to eligible employees of Contractor and their respective dependents that is both "affordable" and provides "minimum value" within the meanings provided in Section 4980H of the Internal Revenue Code.

e) Hold Harmless. Contractor agrees to indemnify, defend, and hold harmless the WECA Trusts, the Trustees, the third party administrator (TPA), their respective officers, directors, employees, representatives, and agents, including but not limited to the Western Electrical Contractor Association (WECA), WECA Apprenticeship Training Trust, WECA Apprenticeship Training Committee, WECA Health and Welfare Trust, and WECA ATC Retirement Plan and Trust and their respective officers, trustees, directors, employees, representatives, and agents, from and against any and all claims, suits, actions, liabilities, losses, damages, charges, expenses, judgments, and settlements including attorney's fees and costs (collectively, "Losses") that Contractor has incurred or suffered as a result of any act or omission of Contractor in connection with this Agreement whether sounding in tort, contract, or other basis of law. Contractor acknowledges and agrees that Contractor has the sole and exclusive responsibility to ensure that its employees are enrolled in (or are offered) the coverage offered by the Trust and for complying with any applicable law and any applicable policy applicable to the Contractor, including any provision that requires the provision or offering of such coverage, including but not limited to Section 4980H of the Internal Revenue Code, as amended (and any implementing regulations) and for meeting any requirement applicable to such coverage, including any reporting obligations, including but not limited to Section 6056 of the Internal Revenue Code, as amended. Contractor acknowledges and agrees that neither the WECA Trusts nor its Trustees, officers, directors, employees representatives, or agents shall be responsible or liable for any losses incurred by Contractor or for Contractor's obligation to comply with any applicable law. The remedies provided in this section are not exclusive and equitable remedies, if necessary are permitted. This section shall survive and continue in full force and effect after the expiration of this Agreement.



- f) **Terms.** The Contractor shall be bound by terms and conditions of the trust document governing the applicable WECA Trust elected by the Contractor and the related plan documents governing the employee benefit plan sponsored by such WECA Trust.
- g) **Harassment Training:** Contractor agrees that all supervisors, forepersons, journeypersons and others who work regularly with WECA apprentices will attend anti-harassment training in compliance with 29 C.F.R. 30.3 and will certify such compliance as required by WECA.

This Agreement shall become binding and effective without further act of the Contractor, upon its execution by an authorized representative of the Trustees. The effective date of the Contractors participation for Covered Employees shall be the date entered immediately above the signature of such authorized representative of the Trustees.

WECA Apprentices must be supervised by a certified journeyperson at a one apprentice to one journeyperson ratio.

Number of certified journeypersons employed: \_\_\_\_\_

**Signed:** \_\_\_\_\_  
(On Behalf of Employer)

**Date:** \_\_\_\_\_

**Employer Title:** \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

City/State/Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

cc: U.S. Department of Labor - Office of Apprenticeship

WECA Use Only

APPROVED AND ACCEPTED ON BEHALF OF THE WECA APPRENTICE AND TRAINING TRUST; WECA ATC HEALTH AND WELFARE TRUST AND WECA ATC RETIREMENT TRUST with an effective date of participation of: \_\_\_\_, 20\_\_\_. By: \_\_\_\_\_