

Area II Plumbers Joint Apprenticeship & Training Committee

2475 Lancaster Dr NE, Bldg B Suite 9, Salem OR 97305 Phone: (503) 991-5203

Fax: (503) 991-5904

Email: officeadmin@area2app.com

Facebook: www.facebook.com/Area.II.Plumbers.JATC

Website: www.area2app.com

TRAINING AGENT APPLICATION CHECK LIST ITEMS TO BE RETURNED WITH SIGNED APPLICATION TO ADMINISTRATOR (copies only)

- Signed Registration—Please return original, keep a *copy* for your records
- Current Plumbing Contractor's license for the State of Oregon
- Current Journeyman's plumber's license for the State of Oregon that has been in force for at least one (1) year.
- Current registration with Construction Contractor's Board.
- Located in the following geographical area: Marion, Polk, Linn, Benton, Lincoln, South one-half of Yamhill County, Gilliam, Hood River, Sherman and Wasco counties. (map quest)
- Publicly listed phone number within geographical area (unless Traveling Training Agent).
- Completed Apprentice/Journeyman Ratio form.
- Signed Acknowledgement of Receipt for Policies & Procedures and Standards
- Signed Trust Agreement
- Signed Administrative Fees and Terms
- Employment Opportunities/Affirmative Action Statements of Company
- You will/have provided safety training for any apprentice in your employ
- You have proper safety equipment, i.e., fire extinguisher, first aid kits, etc., on work sites.
- You have proper tools required to train an apprentice.
- If you are indenturing an apprentice under Exception 2, please include proof that the employee has worked for you for a minimum of 300 hours or 3 months AND have them complete the Apprenticeship registration form.

**

Signature of Owner/Representative

Date

Wendy Roan

Administrator

Date



TRAVELING TRAINING AGENT REGISTRATION AGREEMENT

(To be completed by employer and submitted to committee)

Name of Local Committee Area II Plumbers JATC				MA# 2015
Address 2475 Lancaster Dr. B-9	City Salem	State OR	ZIP+4 97305	Phone 503-991-5203
Name of Home Committee				MA#
Occupation(s) Plumber				

Employer Name				
Address				
City	State	ZIP+4	Telephone	
Contact Person	E-mail		FAX	

By entering into this agreement the EMPLOYER understands and agrees:

- a. To be bound by the local committee's apprenticeship and training standards approved by the Oregon State Apprenticeship and Training Council, and by the terms and conditions stated in this agreement; and
- b. To provide the local committee with access to the employer's facilities and training materials to assure that training quality is maintained as set forth in the local standards.

The EMPLOYER certifies that they:

- a. Are registered in good standing with their home committee;
- b. Have made appropriate arrangements for the transportation of apprentices and trainees from their home jurisdiction, if applicable and approved by both committees;
- c. Will conform to the policies and procedures established by the local committee for traveling contractors;
- d. Will maintain continuous coverage of workers compensation insurance;
- e. Are registered with the Oregon Construction Contractors Board (if a contractor);
- f. Are registered with the Oregon Corporate Division (if a corporation);
- g. Will abide by all Oregon wage and hour laws, including the prevailing wage rate on covered work;
- h. Have and will continue to have a sufficient number of journey workers in the occupation on project(s) in the local committee's jurisdiction to provide proper supervision and maintain proper ratios, if utilizing local apprentices or trainees; and
- i. Have received a copy of the standards from the local committee, which are incorporated into this agreement.

Signature of Employer:

Signature	Title	Date
Printed Name		

Signature of Committee Chair, Secretary, or Authorized Representative:

Signature	Committee Approval Date
Printed Name	Effective Approval Date

OSATC approval of agreement form: 12/20/07

Effective April 1, 2009: To register a new traveling training agent, committees must submit a completed registration form with original signatures to the Division with meeting minutes approving the employer.

ADMINISTRATION FEE AGREEMENT FORM

1. Invoice payments are due by the 25th of the month. There is no partial billing. **Agents will be billed for the entire month the Exit Survey and Release Form is received in, not the termination date.**
2. All past due accounts will be assessed a late fee in the amount of 1.5 % monthly (18 percent annually). Late fees will be begin the date following the due date.
3. Training agents whose accounts are 60 days past due will have their training agent status revoked and all apprentices employed by said training agent will be released from the training agent's employ and placed on the out-of-work list.
4. Means will be taken to collect the debt.
5. A training agent deemed to be in arrears will be obligated to pay all attorneys' fees and all other related fees associated with collecting the debt owed. If the account is assigned to collection, 100% of the collection fee will be paid by the debtor. A minimum charge of \$250.00 will be imposed.
6. A training agent whose agreement has been revoked for non-payment will not be allowed to re-apply as a training until all applicable past due fees are paid in full.
7. All training agents who have been cancelled for cause must pay a re-instatement training agent application fee in the amount of \$500.00.
8. All previous approved training agents who took a voluntary withdrawal within five years from the date of initial approval must pay a re-application fee of \$250.00.

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Committee Representative

Training Agent/Representative

Date

**AREA II PLUMBERS JOINT APPRENTICESHIP &
TRAINING TRUST FUND**

2475 Lancaster Dr NE, Bldg B, Ste 9, Salem OR 97305
503-991-5203 Fax 888-991-5904

I hereby agree to be bound by the terms of the Area II Plumbers Joint Apprenticeship & Training Trust Fund. I further agree to be bound by any amendments, which may be legally adopted by the Trust and communicated to me.

I understand and agree that the Trustees of the Area II Plumbers Joint Apprenticeship & Training Trust Fund have the power to demand, collect and receive payments for the purpose specified in the Trust Agreement.

I further understand and agree, to make monthly contributions to the trust for each plumber apprentice in my employ. The current contribution per apprentice payable to the Trust is \$50, plus an additional \$35 per training agent. Any change in this rate will be communicated to me.

I acknowledge receipt of a copy of the: **Apprenticeship Trust Agreement**

Business Name: _____

Employer's Name: _____

**

Employer's Signature: _____

Date: _____

AREA II PLUMBERS JATC MA#2015

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officeadmin@area2app.com

POLICIES AND PROCEDURES MANUAL

TRAINING AGENT ACKNOWLEDGMENT OF RECEIPT

The handbooks, located at <http://area2app.com/pps/>, contain policies and regulations which apply to me, and by which I agree to be bound. I further agree to be bound by any amendments, which may be legally adopted by the Committee, documented, and placed online at <http://area2app.com/pps/>.

I acknowledge that I have been informed that the following documents can be accessed at <http://area2app.com/pps/>:

1. AREA II PLUMBERS JATC MA#2015 POLICIES & PROCEDURES
2. AREA II PLUMBERS JATC MA#2015 APPRENTICESHIP STANDARDS

Training Agent

Business Name: _____

Employer Name: _____
Print name

Employer Signature: ^{**}_____

Date: _____

APPRENTICESHIP TRUST AGREEMENT

This restated TRUST AGREEMENT (Agreement) is made and entered into this nineteenth day of March 1998, effective March 19, 1998 by and between Area II PLUMBERS JOINT APPRENTICESHIP AND TRAINING COMMITTEE (herein "JATC"), acting for and on behalf of its employer members who are active training agents, and such additional parties as may hereinafter become employers subject to this Agreement by becoming employer members of the JATC and active training agents, hereinafter referred to as "Trustors", and Bruce Robbins, David Hammerquist, Walt Haskins, Richard Sterett, and Gordon Berry hereinafter referred to as "Trustees"

ARTICLE I

The Trust Fund created by this Trust Agreement shall be known as the AREA II PLUMBERS JATC APPRENTICESHIP TRUST FUND.

ARTICLE II

The following definitions shall govern in this Trust Agreement

Section 1. The term "employer" means any company, whether an individual, partnership or corporation, that executes a written contract with the Trust which provides for payments to this Trust Fund and binds said company to all terms of the Agreement and rules promulgated hereunder. The Trustees, in their discretion, may refuse to execute the written contract with any employer.

Section 2. The term "employee" means any person employed by an employer and for whom the employer is obligated to make contributions to this Fund. The term "employee", however, shall not mean any individual proprietor, partner or other self-employed person, and such person shall not be allowed to participate in the Fund, but if contributions are inadvertently collected from such persons, they shall be returned, and no benefit shall be paid.

Section 3. Contributions. The payments required of an employer by the terms of a contract for the purpose of providing apprenticeship training for employees.

Section 4. Contract. A contract, in writing, between an employer and the Trustees of this Fund which obligates the employer to make contributions to this Fund for the purpose of providing apprenticeship training.

Section 5. Fund. The Trust Fund established by this Agreement.

Section 6. Trustee Any natural person designated as a Trustee pursuant to this Agreement

Section 7. Board of Trustees or Board The Board of Trustees established by this Agreement

Section 8. Apprenticeship Plan. The policies and procedures, and amendments thereto, adopted by the JATC relating to apprenticeship training under applicable law

Section 9. The term "ERISA" means the Employee Retirement Income Security Act of 1974, as amended

Section 10. The term "Secretary" means Secretary of Labor of the United States of America

Section 11. The terms "participant" and "beneficiary" mean the same as those terms are defined by ERISA

Section 12. Trustees Trustees appointed by the employers

ARTICLE III TRUST FUND

Section 1. There is hereby created and established a Trust Fund, the corpus of which comprises all assets derived from employer payments theretofore or hereafter made to or for the account of this Trust, together with all investments made and held by the Trustees or monies received by them as income from investments made or held by the Trustees or otherwise and any property received or held by the trustees for the uses and purposes of the trust as set forth in this Agreement

Section 2. The Trustees of the Trust herein created and established are hereby designated as the persons to receive the payments heretofore or hereafter made by the employers and the Trustees and hereby vested with all right, title and interest in and to such monies and all interest accrued thereon and are authorized to receive and pay the same

Section 3. The monies or other assets paid or delivered to and received by the Trustees under the provisions of this Agreement shall be and remain a part of the Trust Fund and the Trustees agree to receive all such payments, deposits and assets described or referred to in Section 1 of this Article III and to hold the same in trust hereunder for the uses and purposes of the trusts herein created.

Section 4. JATC shall agree upon and formulate the provisions, regulations and conditions of the apprenticeship training or other training programs herein contemplated as

may be required to carry out the intent and purpose of such apprenticeship training or other training programs and all matters relating thereto for the administration thereof consistent with the provisions of this Agreement

The programs formulated by JATC under this Article shall be such as in the best opinion of the Trustees assure its tax-exempt status under the Internal Revenue Code so that contributions mad by the employers to the Trust will be fully deductible as a business expense by such employers for tax purposes under said Code and JATC shall use its best efforts to make whatever changes are or may at any time become necessary to such program in order to assure its continued tax-exempt status. Provided, that in no event shall either JATC or the Trustees be deemed guarantors of such tax-exempt status

Section 5 The Trustees shall use and apply property and assets of the Trust Fund for the sole and exclusive purpose of defraying the costs and expenses of apprenticeship and training programs in accordance with the provisions hereof and to pay or provide for the payment of all reasonable and necessary expenses of collection of the employers' contributions and administering the affairs of the Trust as herein outlined. Toward accomplishment of the foregoing objectives of the Trust, the Trustees, may accumulate capital for the purpose of making investment in physical facilities (which may be in the form of a contribution to assist a no-profit or governmental organization to construct or operate such facilities) for training of apprentice and the upgrading of the professional skills of journeymen. In addition, the Trustees may provide tuition and books scholarships for apprentices able to demonstrate appropriate financial need for attendance at such educational institution as the Trustees shall approve. Such scholarships may also be granted to women and minority students who may require financial aid in order to attend a pre-apprenticeship program offered by a community college, if such program receives the approval of the JATC

Section 6 The Trust Fund shall be deposited in the name of the Trustees in such bank or depository as the Trustees shall select and distributions from the Trust Fund shall be made only as hereinafter provide and solely for the purposes herein expressed and necessary costs of administration.

ARTICLE IV ADMINISTRATION

SECTION 1 The administration of the Trust Fund shall be vested solely in the Trustees, who shall have absolute discretion to carry out their responsibilities. For the purposes of such administration, the Trustees shall have the power and it shall be their duty to

A. Establish and maintain an office, if and when required, and lease or purchase such materials, supplies and equipment as in their discretion shall be necessary for the performance of their duties.

B. To receive and collect all payments made by employers to the Trust Fund and receive all voluntary contributions made to said Trust Fund by any contributor;

C. Formulate and adopt such uniform rules and regulations as are consistent with the provisions of this Agreement.

D. Maintain full and complete records of all proceedings and keep accounts of all receipts and disbursements.

E. Employ such clerical staff, actuaries, investment counsel, attorneys, accountants and other assistants or employees as may be necessary for the efficient performance of their duties.

F. Designate depositories for the Trust Fund and arrange for the details of disbursing the Trust money. Withdrawals or disbursements from the Trust Fund shall be made only upon the joint signature of at least two Trustees, provided, however, such other Trustees or bonded employees may be authorized by resolution of the Trustees to sign checks if the Trustees, in their sole discretion, deem it advisable.

G. Select a Chairman from among its members and a Secretary, who need not be a Trustee;

H. Permit their books of account, records, deposits, canceled checks or other records to be audited or inspected by any certified public accountant or public accountant designated by the Trustees or one or more of the employers at the expenses of the party desiring the audit or inspection, and

I. Obtain from a surety company, licensed and authorized to do business within the State of Oregon, a corporate surety bond covering all Trustees in such penal sum as they may determine, but in no event less than ten percent (10%) of the funds collected annually, or as may otherwise be required by law. Each employee employed by the Trustees who may be engaged in handling monies of the Trust Fund shall also be bonded by a duly authorized surety company in the same manner. The cost of the premium on such bonds shall be paid out of the Trust Fund.

Section 2. Trustees shall receive no compensation for services rendered. Trustees may be reimbursed by the Trust Fund for all necessary expenses incurred in the administration of the Trust upon submission of proper vouchers or receipts.

All books of account and other records pertaining to the Trust shall be the property of the Trust and shall be delivered by the Trustees to their successors upon obtaining a proper receipt therefor.

Section 3. The Trustees at the expense of the Trust shall, if they consider it required or desirable, cause an annual audit to be made by a certified public accountant or public accountant selected by the Trustees and a statement of such audit shall be forwarded to the Trustors and such other person or entity as ERISA may require.

Section 4. The Trustees shall be authorized to delegate authority to an independent third party or parties to effect collection of employer payments under this Agreement and to carry out normal administrative duties. The Trustees shall render such reports and accounts with and to the Trustors as may be reasonably requested or as may be required by ERISA.

Section 5. The Trustees are hereby empowered, in addition to such powers as are set forth herein or conferred by law:

A. To invest and reinvest the assets of the Trust Fund as follows: In acquiring, investing, reinvesting, exchanging, retaining, settling and managing said funds or property, the Trustees shall discharge their duties for the exclusive purpose of providing benefits to the participants and their beneficiaries and defraying the reasonable expenses of administering the Trust Fund. Such duties shall be exercised with the care, skill, prudence and diligence under the circumstances then prevailing that a reasonable person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, by diversifying any investments so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to be so and in accordance with the terms of their Trust Agreement, insofar as this Trust Agreement is not inconsistent with ERISA. Each of the Trustees shall be solely responsible for the Trustee's own acts or omissions, except to the extent imposed by ERISA, no Trustee shall have the duty to question whether any other Trustee is fulfilling all of the responsibilities imposed upon such other Trustee by ERISA. No Trustee shall have any liability for a breach of fiduciary responsibility of another Trustee with respect to his Trust agreement unless the Trustee participates knowingly in such breach, knowingly undertakes to conceal such breach, has actual knowledge of such breach and fails to take reasonable remedial action to remedy said breach or, through negligence in performing the Trustee's own specific fiduciary responsibilities, has enabled such other Trustee to commit a breach of the latter's fiduciary responsibilities. Anything to the contrary hereby notwithstanding, unless prohibited by ERISA, no Trustee shall be liable for any action taken pursuant to the Trust Agreement in good faith or for an omission, except gross negligence, or for any act or omission of any employee of the Trustee. From assets of the Trust Fund, the Trustees may, if they so elect, procure liability insurance in the form conforming to the requirements of ERISA to insure the Trust Fund against violations by the Trustees of their fiduciary responsibilities.

B. To vote in person or by proxy upon securities held by the Trustees and to exercise by attorney any other rights of whatever nature pertaining to securities or any other property at any time held by them hereunder.

C. To exercise options, conversion privileges or rights to subscribe for additional securities and make payments therefor.

D. To keep property and securities registered in the names of the Trustees or in the name of a nominee or nominees or in bearer forms.

E. To establish and accumulate as part of the apprenticeship Training Trust fund an adequate reserve to carry out the purposes thereof.

F. To hold part or all of the funds of the Apprenticeship Training Trust fund uninvested.

G. The Trustees may inspect or audit the records of each individual employer with respect to persons benefiting from this Agreement or upon whom a contribution is required under a contract. Such inspection or audit may be authorized at any time upon a vote of the Trustees at any meeting; provided, that the employer's records have not been audited within the preceding six (6) month period by any joint industry committee or Trust if such audit is made available to the Trustees and is relevant hereto.

Such inspection or audit shall be limited to ascertainment of compliance with the provisions of this Trust and payments thereto required by the contract. For this purpose only, each employer shall permit the inspection or audit of all the records relating to any payment, direct or indirect, to or on behalf of any person benefiting from his Trust. The Trustees may delegate the inspection or audit to any certified public accountant or public accountant, or staff member of the Trustors.

If such audit should disclose a material breach in the payment of contributions, the employer shall be chargeable with and pay for the cost of said audit. However, the Trustees in their discretion for good cause, (and the Trustees shall have the sole right to determine what shall constitute good cause), shall have the right and power to waive all or any part of the audit costs.

H. Pursuant to the foregoing, the Trustees shall cause a notice to be filed with the Secretary and made available to employees identifying the Apprenticeship Plan and providing such additional information as required by applicable regulations.

ARTICLE V
SELECTION AND PROCEDURE OF TRUSTEES

Section 1 The Trustees shall be as stated in this Agreement. Vacancies on the Board of trustees shall be filled by nominations from the remaining and a majority vote of the employers in accordance with Article IX, Section 1 below. Each Trustee shall be a principal of a corporation, sole proprietor or partner of an employer that is an approved training agent. Each trustee shall serve until death, incapacity, resignation or removal.

Section 2 To constitute a quorum, there must be present at any meeting at least a majority of the Trustees then in office.

If the Trustees cannot agree on any action required in the administration of the Trustee Fund, the deadlock shall be resolved by an impartial umpire selected by the Trustees. If, however, the trustees are unable to agree on such impartial umpire within thirty (30) days, any Trustees may petition the United States District Court for the District of Oregon for the appointment of such impartial umpire. The decision of such impartial umpire shall be final and binding upon all parties.

Section 3 Any Trustee may be removed at any time by the Trustors by filing with the remaining Trustees a certificate in writing to such effect executed by a majority of the then Trustors.

Section 4 Any successor Trustee shall immediately upon designation as a successor Trustee and acceptance of the trusteeship in writing, filed with the Trustees, become vested with all the property, rights, powers and duties of a Trustee hereunder with like effect as if originally designated as a Trustee. All the Trustees then in office and all necessary parties shall be immediately so notified.

ARTICLE VI
EMPLOYER PAYMENTS

Section 1 The Trustees shall have the power to demand, collect and receive such payments and hold the same in trust for the purpose specified in this Agreement.

Section 2 **Default in Payment** The failure of an employer to pay the contributions required hereunder at the times and in the manner required hereunder shall constitute a violation of such employer's obligations hereunder. Nonpayment by an employer of any contributions as herein provided shall not relieve any other employer of its obligation to make payments of its required contribution. The Trustees may take any action necessary to enforce payment of the contributions due hereunder, including the right to sue such employer in a court of competent jurisdiction, and the delinquent employer shall be liable to the Trusts. for all expenses of collection hereof, including actual court costs and attorneys' fees incurred by the Trustees.

Section 3. **Liquidated Damages** The parties recognized and acknowledge that the regular and prompt filing of employer reports and the regular and prompt payment of employer contributions to the Fund is essential to the maintenance in effect of apprenticeship training and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Fund and to Apprenticeship Plan which would result from the failure of an individual employer to make such reports and to pay such monthly contributions in full within the time provided above. Therefore, the amount of damage to the Fund and the Apprenticeship Plan resulting from failure to make reports to pay contributions within the time specified shall be presumed to be twenty percent (20%) of the amount of the contribution or contributions dues, whichever is greater, for each delinquent report or contribution. These amounts shall become due and payable to the Fund as liquidated damages and not as a penalty upon the day immediately following the date on which the report or the contribution or contributions become delinquent. In addition, if any delinquent payment remains unpaid for a period of six (6) months, the Trustees may then assess as additional liquidated damages ten percent (10%) per annum of the total amount then delinquent. However, the Trustees in their discretion for good cause (and the Trustees shall have the sole right to determine what shall constitute good cause) shall have the right and power to waive all or any part of any sums to the Fund as liquidated damages.

Section 4. **Interest** Interest on the unpaid contributions shall be paid. The amount shall be determined by using the rate prescribed in Section 6621 of the Internal Revenue Code of 1996, as amended.

Section 5. **No Participation** No employer whose contributions are in default shall be entitled to have any of its employees participate in the apprenticeship programs hereunder during the continuance of such default.

ARTICLE VII MISCELLANEOUS

Section 1. **No employer, Union, apprentice or any other person claiming by or through such parties shall have any right, title or interest in or to the funds or other property of the Trust, or any part thereof, no the right to demand an audit, investigation or disclosure of the records of the Trustees, except herein specifically provided.**

Section 2. **Nothing contained in this Agreement shall be construed as making one employer liable for the payments required to be made by any other employer under this agreement, and each employer's liability hereunder shall be limited exclusively to the payments of the sums provided in accordance with the contract and this Agreement.**

Section 3 No employer shall be liable for the failure of the Trustees to administer the apprenticeship or other training programs or for any default or negligence of the Trustees.

Section 4 Neither the Trustees nor any individual or successor Trustee shall be personally answerable or perorally liable for any liabilities or debts of the Fund contracted by them as such Trustees or for the nonfulfillment of contracts, but the same shall be paid out of the Fund chargeable therefor, provided, however, that nothing herein contained shall be construed as inconsistent with the provisions of ERISA.

Section 5 The Trustees shall be fully protected in acting upon any instrument, certificate or paper believed by them to be genuine and to be signed or presented by the proper person or persons and shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained

Section 6 Any notice or delivery of any statement or document required hereunder to be made to the JATC or the Trustees shall be sufficient if delivered in person, or if sent by postpaid first-class mail to their respective last known business address

ARTICLE VIII TERMINATION

Section 1. The duration of this Agreement shall be indefinite, subject to termination by a majority of the then Trustors, voting as provided in Article IX, Section 1 below. The Trust Fund hereby created shall also terminate when there is no longer in force a contract between any employer and the Trustees requiring employer contributions to such Fund for the purposes herein provided.

Section 2. In the event of termination of the Fund, the Trustees shall apply the Fund to pay or to provide for the payment of, any and all obligations of said trust and distribute and apply any remaining surplus in such manner as will in their opinion best effectuate the purpose of said trust, provided, that no part of the corpus or income of said trust shall be used for or diverted to purposes other than apprenticeship training programs or other training programs in accordance with the Agreement, the administrative expenses of said Trust Fund or for other payment in accordance with the provisions of this Agreement

Section 3. Upon termination of the Trust Fund, the Trustees shall forthwith notify the JATC and each employer and all other necessary parties, and shall continue as Trustees for the purpose of winding up the affairs of the Trust

ARTICLE IX
EXECUTION AND AMENDMENTS

Section 1. Subject to any applicable law or regulation, this Agreement may be amended at any time by majority vote of the employers. Any employer to whom notice has been given who fails to return a completed ballot within such times as the Trustees provide will be conclusively deemed to have voted in favor of the amendment. Each such amendment shall be duly executed in writing by the Trustees and shall qualify under the Internal Revenue Code as described herein. Copies of each amendment shall be distributed to the Trustors

Section 2. This Agreement and Declaration of Trust shall be deemed to have been executed and delivered in the State of Oregon and the Trust established and created hereunder shall be governed by the laws of the State of Oregon

This stated Apprenticeship Trust Agreement effective March 19, 1998 is duly signed and executed this nineteenth day of March 1998.




