

**NJELSA APPRENTICESHIP PROGRAM
PARTICIPATION AGREEMENT
(Member Company)**

THIS PARTICIPATION AGREEMENT, made and entered into this on the day of the last signature below, by and between _____ [INSERT COMPANY'S NAME] (the "Member") and the NJELSA Apprenticeship Program (the "Trust").

WHEREAS, the Trust exists for the purpose of providing an apprenticeship and training education program to eligible apprentices in the security and life safety industry;

WHEREAS, the Member is a member in good standing of the New Jersey Electronic Life Safety Association and desires to participate in the Trust; and

WHEREAS, the Member agrees to make contributions to the Trust on the basis as set forth in this Participation Agreement and may do so by being signatory to this Participation Agreement, once accepted by the Trustees.

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties agree as follows:

1. **Contributions to the Trust**

- a. The Member shall make an **initial contribution of \$1,495 (one-time fee)** to become a participating member in the Trust.
- b. In addition, the Member shall make an annual contribution to the Trust as indicated below:

Total Number of Employees	Annual Fee
1 - 10	\$1,795.00
11 - 20	\$2,295.00
21 - 30	\$2,795.00
31 - 40	\$3,295.00
41 +	\$3,795.00

- c. Participating Employer that employs an Apprentice-\$1,295 per apprentice per year
- d. Participating Apprentice will be responsible for the cost of textbooks – approximately \$150 per year

These contribution rates may be adjusted from time to time, as determined in the sole discretion of the Trustees of the Trust. The Member's initial and first annual contributions to the Trust are due within 20 days after the Member executes this Participation Agreement. Subsequent annual contributions are due on the anniversaries of the date that the Member executes this Participation Agreement.

Failure of the participating member to pay contributions due to the Training Trust Fund within 30 days of receipt of the Participation Agreement, will result in removing the apprentice(s) from the program, removing the member from the list of participating members and submitting notification to the State that the delinquent member is no longer qualified to participate in the Training Trust Fund.

2. **Adoption of Trust.** The Member hereby adopts the Trust and agrees to be bound by all provisions, conditions and limitations of the Trust's Agreement and Declaration of Trust, as amended from time to time.

3. **Acceptance for Participation by Trustees.** The Trustees by their execution of this Participation Agreement hereby accept the Member for participation in the Trust as stated herein.

4. **Term of Agreement.** This Participation Agreement shall be effective beginning on the last date executed. Either the Trustees or the Member may terminate this Participation Agreement by giving to the other party, at least 60 days prior to the date of termination, a written notice, by registered or certified mail, of its intention to terminate this Participation Agreement. No refunds will be granted for early termination of the agreement by either party.

5. **Entire Agreement.** This Participation Agreement constitutes the entire understanding of the parties hereto, subject to the terms and conditions of the Trust Agreement, and may be amended only by a written instrument signed by all such parties.

6. **Governing Law.** This Participation Agreement shall be construed and enforced according to the laws of the State of New Jersey, except to the extent pre-empted by federal law.

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement the day and year noted below.

MEMBER

**TRUSTEE OF NJELSA
APPRENTICESHIP PROGRAM**

Signature

Date

Trustee

Date

Print name and title

Print name and title

This form is only required if you will be employing an apprentice.

EMPLOYER PARTICIPATION AGREEMENT

OCCUPATION TITLE : Protective Signal Installer

O*NET-SOC CODE : 49-2098.00

RAPIDS CODE : 0459

- The undersigned employer hereby subscribes to the outlined provisions of the Apprenticeship Standards specific to the Employers role as outlined on the reverse side of this Employer Participation Agreement in partnership with The NJ Electronic Life Safety Association.
- Upon the Employers request, a copy of the Standards of Apprenticeship will be provided to the Employer.
- It is agreed that the apprentice is hereby guaranteed assignment to a skilled and competent MENTOR and is guaranteed that the work assigned to the apprentice will be rotated to ensure training in all phases of the occupational tasks. Tasks are identified in the provided Work Process.
- The employer further agrees to consider for employment apprentices who are selected and referred to him/her by to the extent appropriate employment opportunities are available.
- This employer acceptance agreement will remain in effect until cancelled voluntarily or revoked by the Sponsor or Registration Agency.

Signed: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Name of Organization:
Address:
City/State/Zip Code:
Phone Number:
FAX:
Email:

cc: Registration Agency

SUPERVISION OF APPRENTICES AND RATIO

No apprentice shall work without proper or adequate supervision of a mentor/supervisor.

To adequately or properly supervise an apprentice does not mean the apprentice must be within eyesight or reach of the supervisor, but that the supervisor knows what the apprentice is working on; is readily available to the apprentice; and is making sure the apprentice has the necessary instruction and guidance to perform tasks safely, correctly, and efficiently.

Supervision will be in accordance with the numeric ratio of Apprentices to Mentors outlined below.

The Apprentice to Mentor ratio is: 1 Apprentice to 1 Mentor* The participating employer will indicate the number of mentors here:

APPRENTICE WAGE PROGRESSION

Apprentices will be paid a progressively increasing schedule of wages and fringe benefits during their apprenticeship based on the acquisition of increased skill and competence on the job and in related instruction. Before an apprentice is advanced to the next segment of training or to fully proficient or mentor status The NJ Electronic Life Safety Association and the Employer will evaluate all progress to determine whether advancement has been earned by satisfactory performance in OJL and in related instruction courses.

The wage progression will be outlined in the attached wage schedule provided by the Employer.

CREDIT FOR PREVIOUS EXPERIENCE

The sponsor may grant credit toward the term of apprenticeship to new apprentices. Credit will be based on demonstration of previous skills or knowledge equivalent to those identified in **the sponsor's** Standards.

An apprentice granted credit will be advanced to the wage rate designated for the period to which such credit accrues. The Registration Agency will be advised of any credit granted and the wage rate to which the apprentice is advanced. The granting of advanced standing will be uniformly applied to all apprentices.

WORK EXPERIENCE

During the apprenticeship, the apprentice will receive OJL in all phases of the occupation necessary to develop the skill and proficiency of a skilled mentor.

MAINTENANCE OF RECORDS

Employers are responsible for maintaining, the following records and providing them to **the sponsor**:

- Records of each apprentice's OJL
- Progress evaluations

1. Program Wage Schedule

(Please select/check one in this table)

2,000 Hours (pay increments once per year - annually)

1,000 Hours (pay increments every 6 months - semiannually)

2. Wages shall be expressed as an hourly \$ amount or a % of Journeyworker Rate (not % of increase)

PLEASE INDICATE DOLLAR AMOUNTS OR PERCENTAGES IN TABLE A or TABLE B

TABLE A: Pay increases every year (each Period is one year: 2000 hours)

Year 1	
Year 2	

Year 3	

TABLE B: Pay increases every six months (each Period is six months: 1000 hours)

Year 1 (1 st 6 Months)	
Year 2 (2 nd 6 Months)	
Year 2 (1 st 6 Months)	
Year 2 (2 nd 6 Months)	

Year 3 (1 st 6 Months)	
Year 3 (2 nd 6 Months)	

3. MINIMUM Journeyworker Wage – (this is the wage paid to an employee after they complete their apprenticeship. This wage **MUST** be more than the final year 3 wage provided in either table A or B below) \$