State of Rhode Island and Providence Plantations Contract Offer

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber:	7548414A2
Bid/RFP Title:	TRANSFORMER AND SWITCHGEAR EQUIPMENT PRIMARY ELECTRICAL SERVICES UPGRADE-RIC (30 PGS)
Opening Date & Time:	2/24/2014 11:00 AM
RIVIP Vendor ID #:	893
Vendor Name:	E. W. Audet & Sons, Inc.
Address:	169 Bay Street
	Providence , RI 02905
	USA
Telephone:	401-467-3510
Fax:	401-781-8822
E-Mail:	jack@ewaudet.com
Contact Person:	John Osowa, Jr
Title:	Vice-President
R.I. Foreign Corp #:	

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.ri.gov. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 – REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY WITH all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above) and the date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.
Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of $1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.
3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website (www.purchasing.ri.gov).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at $10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

SECTION 5 – CERTIFICATIONS AND DISCLOSURES
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

N 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.

N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

N 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than $5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

Y 4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.

Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".

Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.

Y 11. I/We certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

Y 12. I/we certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1–3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4–12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.) **Date** February 24, 2014

John Osowa, Jr. - Vice President

Print Name and Title of company official signing offer

DOCUMENT 00410 - BID FORM

Date: February 13, 2014

To: Rhode Island College
Purchasing Office
600 Mount Pleasant Avenue
Providence, RI 02908-1991

Project: Primary Electrical Service Electrical Equipment Pre-Purchase Phase 1
Rhode Island College, Providence, Rhode Island

Submitted by: E.W. Audet & Sons, Inc. (Lic #AC001320)
(include address, tel. & FAX nos., and license no. if applicable)
169 Bay Street, Providence, RI 02905
P: 401.467.3510; F: 401.781.8820

1. BID

Having examined the Place of The Work and all matters referred to in the Bid Documents and in the Contract Documents prepared by RDK Engineers for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Four Hundred, Sixty-Six Thousand Dollars & Zero Cents ($ 466,000.00 .)
(written, and numerically)

- We have included the specified Allowances from Section 01200 in Division 1 of the Specifications in the above Bid sum as follows:

Insert Allowance name	$Amount
Insert Allowance name	$Amount
Total Allowances	$Amount

- We have included the required Bid security in the above Bid Sum. We have included 100% Payment and Performance Bonds in the above Bid Sum.

- We have included the original Bid and required additional **"public copy"** if required by Document 00210 – Supplemental Instructions to Bidders.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- Proceed under the Agreement, subject to compliance with required State regulatory agency approvals as described in the Bid Documents.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven days after receipt of a Purchase Order from RIC Purchasing.

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. CONTRACT TIME

If this Bid is accepted, we will achieve delivery of equipment within twenty (20) calendar weeks from the date of purchase order issue. We have included all premium time or additional staffing required to accommodate this schedule.

Provide an ADD Alternate Price for a delivery time of sixteen (16) weeks.

4. LIQUIDATED DAMAGES

Time is of the Essence: If we fail to achieve certification of delivery of equipment at the expiration of the agreed upon Contract Time indicated above, we acknowledge that we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion, as follows:

$ 750.00 per calendar day.

5. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

LICENSE NUMBER: AC001320.

6. BID FORM SIGNATURE(S)

E.W. Audet & Sons, Inc.
(Bidder's name)

By: John Osowa, Jr

Title: Vice President

Corporate Seal:

END OF DOCUMENT

State of Incorportaion: Rhode Island - 1966

RI Department of Labor and Training
Workforce Regulation and Safety Division
Professional Regulation - Prevailing Wage

General Contractor Apprenticeship Certification Form

This form MUST be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at www.dlt.ri.gov, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: 7548414

Bid/RFP Title: Transformer & Switchgear Equipment Primary Electrical Services Upgrade - RIC

RIVIP Vendor ID#: 893

Vendor Name: E.W. Audet & Sons, Inc.

Address: 169 Bay Street, Providence, RI 02905

Telephone: 401.467.3510

Fax: 401.781.8820

E-Mail: jack@ewaudet.com

Contact Person and Title: John Osowa, Jr. - Vice President

E.W. Audet & Sons, Inc.
169 Bay St, Providence, RI 02905 (Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13-3.1 because bidder meets one of the following qualifications (check):

A. __Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);

B. _____Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

C. ✓ Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);

D. _____ Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);

E. _____ Bidder will not perform work on the awarded contract except through subcontractors (non performance);

F. _____ Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

John Osowa, Jr. - Vice President — February 24, 2014

Printed Name and Title of Authorized Representative — Date

Signature of Authorized Representative

LOCAL INSIDE WIREMAN

APPRENTICESHIP AND TRAINING STANDARDS

FOR THE

IBEW Local Union 99
Electrical Joint Apprenticeship and Training Committee

Representing the

Rhode Island and Southeast Massachusetts Chapter
National Electrical Contractors Association, Inc.

and

Local Union No. 99
International Brotherhood of Electrical Workers

- Revised May 2000 -

ADOPTED, APPROVED AND REGISTERED AS REFLECTED ON THE SIGNATURE PAGE OF THIS DOCUMENT

RI2540

2003

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210

May 10, 2000

Mr. A. J. Pearson
Executive Director
NJATC for the
Electrical Industry
301 Prince George's Blvd., Suite D
Upper Marlboro, MD 20774

Dear Mr. Pearson:

It is with appreciation and congratulations that I enclose the National Guideline Apprenticeship and Training Standards for Electrical Joint Apprenticeship and Training Committees representing the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers. The Office of Apprenticeship Training, Employer and Labor Services certifies that these Guideline Standards meet the requirements of Title 29 CFR Parts 29 and 30.

I extend my appreciation to your continued efforts to promote the highest standard of excellence in registered apprenticeship. I know of the extensive time and effort you and your staff have put into the development of these National Guideline Standards.

You should take great pride in knowing that the electrical industry, both management and labor, and individual apprentices will benefit greatly from your efforts.

Sincerely,

ANTHONY SWOOPE
Administrator
Apprenticeship Training, Employer and
Labor Services

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rocedure For Registe ng New Standards or Amending Existing Standards

1. The local JATC will obtain a copy of the National Guideline Standards. Using these National Guideline Standards, the local JATC will indicate all appropriate local determinations where a specific entry by the JATC is required. These areas are identified throughout the document by the following graphic symbol:

   ✎✎✎ ***indicates need for local entry or action. Directions are provided as appropriate. These sections will be removed before printing of the local standards by the njatc as indicated in item 4 below.***

2. With local determinations made, the JATC will officially adopt the Standards. The date of adoption will be indicated on the seven (7) copies of the signature page provided by the NJATC (or reproduced locally). The JATC Chairman and Secretary will sign and date all seven (7) signature pages. One completed copy of the National Guideline Standards and the seven (7) signature pages will then be sent directly to the NJATC. Seven copies of Appendix D, reproduced on JATC letterhead, should also be included. [The JATC should make a duplicate copy of the submitted package for their records].

3. If the local JATC amends the language contained within the National Guideline Standards in any manner whatsoever, an addendum shall be attached to the National Guideline Standards when they are submitted to the NJATC. The addendum shall contain every page of the Standards where a proposed modification appears. All modifications shall be clearly indicated by highlighting the text where a change has been proposed.

4. The NJATC will review the submitted National Guideline Standards including all proposed additions and/or modifications reflected in the accompanying addendums. When approved by the njatc, the local apprenticeship Standards will be reprinted to reflect local determinations and any approved modifications, deleting all language that does not apply to the local Standards. Seven (7) copies of the approved Local Apprenticeship Standards will then be sent directly to the JATC. A signed and dated signature page will be made a part of each copy of the approved Standards along with a copy of appendix D on JATC letterhead. [The NJATC will print any number of extra copies for the cost of printing plus shipping and handling].

5. The local JATC will then forward all seven (7) copies of the local Standards to the Registration Agency along with copies of the JATC's Selection Procedures and Affirmative Action Plan. [The JATC should make a duplicate copy of the submitted package for their records].

6. The Registration Agency will review the submitted local Standards. When approved, the local Standards will be signed by the Registration Agency Representative. The Registration Agency will retain at least one copy and return the remainder to the local JATC. The local JATC will forward one (1) copy to the NJATC, provide one (1) copy to the NECA Chapter, provide one (1) copy to the IBEW Local Union and retain the remaining copies—filing them in a secure manner.

7. Local Standards and modifications to the Standards shall not be implemented prior to the approval and registration of the Standards—first by the NJATC and then by the Registration Agency. This is in compliance with IBEW Basic Laws & Policies, Category-One Contract Language, Industry Policy and the Certified National Guideline Apprenticeship Standards.

FOREWORD

The terms Journeyman, Journeyman Wireman, and Craftsmanship, as used in these Standards, are meant to define a recognized level of competency and include both male and female.

The science of electricity is constantly changing and expanding at an ever increasing rate. From its inception, the electrical industry has kept pace with new technologies and is now one of the largest industries in the United States. This rapid expansion means that the electrical apprentice must be given sound basic training in the knowledge of the trade, supplemented by sufficient instruction in the theories of electrical science.

The electrical trade is unique in that it is mechanical, technical and professional. In order to meet industry demands in an ever evolving technological environment, the electrical industry must select individuals who have the aptitude to learn and develop the knowledge, skills and abilities necessary to proficiently perform the individual job tasks associated with the work processes of the trade. The industry must select and train individuals who will diligently work and study to stay abreast of current and future emerging technologies.

The Electrical Industry, by its very nature, places a high degree of personal responsibility on each individual. While supervision is most often provided on the job, the electrical worker is constantly called upon to make decisions concerning proper performance methodology.

Today's electrical installations are very complex and highly sophisticated. Faulty installations often prove to be extremely expensive and hazardous. Much of the complex wiring involved in the work is hidden from view when the job is completed; any defect in this hidden work can cause serious damage and prove to be extremely costly. The well-trained electrical worker takes pride in the appearance of their work, and in its technical correctness and structural soundness.

The Joint Apprenticeship and Training Committee (JATC), representing the parties to the local Collective Bargaining Agreement (CBA) – The National Electrical Contractors Association (NECA) and The International Brotherhood of Electrical Workers (IBEW) – has dedicated its time to develop an efficient training program so the apprentice can, through a systematic program of schooling and on-the-job training, become a well-qualified electrical worker. The degree of success the JATC has in its operation will depend entirely upon the willingness of all local parties of the electrical industry to cooperate in this joint activity. Quality training remains a high priority with the IBEW and NECA.

All functions of the JATC shall be on the basis of a nonprofit endeavor. The JATC will adopt and promote nationally developed Apprenticeship Standards and Curricula to insure quality apprenticeship and training for the industry in the best interest of the apprentice, management, labor, the customer and the public.

DEFINITIONS

THE FOLLOWING DEFINITIONS APPLY TO TERMS AND ACRONYMS COMMONLY USED THROUGHOUT THIS DOCUMENT.

ACE - American Council on Education

APPRENTICE - A person who is covered by a written apprenticeship agreement with the JATC. The apprenticeship agreement shall be properly registered with the appropriate Registration Agency.

APPRENTICESHIP COMMITTEE - Those persons appointed by the NECA Chapter and the IBEW Local Union to administrate and operate the apprenticeship program.

APPRENTICESHIP AGREEMENT - A written agreement between an apprentice and his or her apprenticeship committee, which contains the terms and conditions of the employment and training of the apprentice.

APPRENTICESHIP PROGRAM - A plan (Standards of Apprenticeship) containing all terms and conditions for the qualification, recruitment, selection, employment and training of apprentices, including such matters as the requirement for a written apprenticeship agreement.

BAT - Bureau of Apprenticeship and Training, U.S. Department of Labor.

CANCELLATION - the termination of the apprenticeship agreement.

CBA - Collective Bargaining Agreement

CEU - Continuing Education Units

CPR - Cardiopulmonary Resuscitation

DOL - U.S. Department of Labor

EEO - Equal Employment Opportunity

EMPLOYER - Any person or organization employing an apprentice whether or not such person or organization is a party to an apprenticeship agreement with the apprentice.

GED - General Education Development Certificate

IBEW - International Brotherhood of Electrical Workers

INDENTURE - The signing and registration of the apprenticeship agreement.

JATC - Joint Apprenticeship and Training Committee

NECA - National Electrical Contractors Association

NJATC - National Joint Apprenticeship and Training Committee for the Electrical Industry

OJT - On-The-Job Training

OSHA - Occupational Safety and Health Act

PROBATIONARY PERIOD - Defined period of time during which the apprenticeship agreement may be terminated by either party to the agreement upon written notice to the Registration Agency.

REGISTRATION AGENCY - The Bureau of Apprenticeship and Training or a recognized State Apprenticeship Agency.

RELATED INSTRUCTION - An organized and systematic form of instruction designed to provide the apprentice with knowledge of the theoretical and technical subjects related to their trade.

SPONSOR - The JATC in whose name the local Standards of Apprenticeship are registered and that will be responsible for administering and operating the registered apprenticeship program.

SECTION I - Policy

A. The local apprenticeship and training program shall be administered by the Joint Apprenticeship and Training Committee (JATC). All parties and all apprentices shall conform to these Standards.

B. All JATC Standards will be registered with, and approved by, the National Joint Apprenticeship and Training Committee (NJATC) prior to being submitted to the appropriate Registration Agency and locally implemented.

C. These Standards, after proper registration with the Registration Agency, shall supersede all previous JATC Standards. However, Apprenticeship Agreements in force under preceding Standards shall remain in force unless changed by written consent of the apprentice, the JATC and the Registration Agency.

D. All entities and/or individuals cooperating in these Standards shall refer all matters involving any apprentice or pertaining to apprenticeship and training to the JATC. The JATC shall take action and dispose of all apprenticeship matters before action is reported to, or acted upon by, the sponsoring organizations (see Section XXI).

In the event the JATC cannot resolve an issue not covered by these Standards, the matter in dispute (excluding EEO complaints) shall be referred to the sponsoring parties for settlement. EEO complaints and non-CBA issues may be taken to the Registration Agency by either the JATC or the apprentice.

The provisions of these Standards shall not be construed as permitting violation of any applicable local, State or Federal law or regulation having the effect of law.

These Standards shall not be interpreted as being inconsistent with existing or subsequent CBA language establishing higher standards—the higher standard shall always prevail.

E. The jurisdictional area which these Standards cover shall be the wage area as set forth in the local CBA.

SECTION II - Composition of Joint Committee

A. The JATC shall be composed of six (6) members: three (3) who are qualified and duly appointed in writing (See Appendix A) to represent the NECA Chapter, and three (3) who are qualified and duly appointed in writing to represent the IBEW Local Union. (Each party shall have equal representation). Members of the JATC shall be appointed in writing by the party they represent.

B. The term of office shall be for three (3) years. The term of one (1) employer representative and one (1) union representative shall expire each year on December 31. A committee member may be reappointed. Any reappointment shall also be in writing for the same specified term.

C. The Committee shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges (as set forth in the basic CBA).

D. Any vacancy created as a result of members leaving the JATC prior to the expiration of their appointment, shall be filled by the appropriate party to complete the unexpired term (the appointment shall be in writing).

Any JATC officer or member may be removed by the sponsoring organization upon recommendation of a majority vote of the JATC for dereliction of duty, breach of confidentiality or misconduct as a member/trustee. Such a recommendation shall be forwarded in writing to the proper sponsoring organization for action.

E. A JATC member shall also serve as a JATC trustee. Likewise, a JATC trustee must also be a member of the JATC.

F. JATC minutes shall reflect all appointments, reappointments, resignations and terminations of JATC members/trustees.

G. Due to the confidential nature of apprenticeship agreements and apprentice records and issues, all JATC meetings are to be considered as "closed meetings," except where state law provides otherwise.

H. Consultants and guests may be invited to attend meetings of the JATC (via invitational acceptance or approved request), but shall have no official voice and no vote. There are to be no alternate or ex officio members of the JATC.

I. The JATC may establish or authorize a joint subcommittee to be similarly constituted and appointed for training purposes to meet a specific need, such as a Residential or TeleCommunication subcommittee. Such subcommittees shall be established at the discretion of the JATC and shall remain in place until terminated by a majority vote of the JATC. Subcommittee members shall be appointed by the sponsoring parties in the same manner that JATC members are appointed. Members of a subcommittee may or may not be JATC members. Subcommittee members shall not serve as JATC trustees unless they also serve as JATC members.

SECTION III - Duties of the JATC

A. The JATC shall, in conformity with the National Joint Apprenticeship and Training Committee's Standards and Policies and the local CBA, adopt and establish approved Standards governing the qualifications, selection, employment, education and training of all apprentices, and register such Standards with the Registration Agency. The JATC shall also be responsible for the training of Journeymen and others.

B. All funds for the operation of the apprenticeship and training program shall be held in a Trust Fund established by the IBEW Local Union and the NECA Chapter. The JATC members/trustees shall initiate and certify all expenditures of the Trust Fund.

C. Each sponsoring party must have at least one (1) JATC member present to establish a quorum at JATC meetings.

Each sponsoring party shall have a total number of votes at JATC meetings equal to its allowable number of JATC members as stipulated in Section II, paragraph A., regardless of the number of members present. In the event that the parties are divided on an issue, each party may cast its full vote as if all were present. However, a vote to abstain is an official vote, it represents one of the votes the sponsoring party is entitled to and is not counted as either a yea or a nay.

An individual member must be physically present to personally vote on JATC matters. Written (absentee) votes are not acceptable for JATC matters.

D. The JATC shall meet at least once a month and on call of the Chairman when a specific need arises. The JATC may agree to cancel a regularly scheduled monthly meeting due to specific or unusual circumstances.

E. The JATC may employ a Training Director. The Training Director shall assume such responsibility and authority for the day-to-day operation of the apprenticeship and training programs as is delegated by the JATC. However, all governing responsibility for the apprenticeship program rests with the JATC—including interviewing, selecting and supervising apprentices and assuring full compliance with these Standards, the Affirmative Action Plan and the Selection Procedures.

F. The JATC shall determine the number of apprentices needed to keep the area supplied with an adequate number of Journey-level workers in the areas covered by these Standards. The JATC shall consider all factors (employment opportunities, attrition, etc.) having a bearing on the number of apprentices needed when determining the number to indenture. The JATC shall also consider its capability to provide on-the-job training (OJT) and related instructional training.

G. The JATC shall select apprentices without discrimination because of race, color, religion, national origin, sex or age—except the applicant must meet the minimum age requirement. The JATC does not, and will not, discriminate against a qualified individual with a disability because of the disability of such individual—as per the Affirmative Action Plan and Selection Procedures made a part of these Standards.

H. The JATC shall see that each apprentice satisfactorily completes the minimum course materials produced by the NJATC.

I. The JATC shall strive to see that each apprentice receives supervised on-the-job experience in the work processes and job tasks as outlined in these Standards (see Section XVI).

J. The JATC shall determine the adequacy of each participating employer to provide the apprentice the necessary training needed to gain experience in the various job tasks and work processes of the trade.

K. In order to provide diversity of training and/or employment opportunities, the JATC shall have full power and authority, as per the CBA, to transfer apprentices from one job or shop* to another, or from one participating employer to another. (*shop designates the compliment of workers who report daily to the employer's designated place of business; e.g. the "service-truck" crew).

L. All OJT transfers and assignments shall be issued by the JATC as set forth in the CBA, using a form similar to that shown in Appendix B of these Standards.

M. If an unsafe worksite condition is brought to the JATC's attention, it shall be investigated immediately by the JATC and brought to the attention of the employer and the Local Union. Failure to respond to any recommendations made by the JATC shall be just cause for removing any remaining apprentices from a specific jobsite or from the employer.

N. The JATC cannot, and does not, employ apprentices. Therefore, it is not obligated to actually employ the apprentice but shall use every effort to keep the apprentice employed in a reasonably continuous manner with the participating employers.

O. Before selected applicants for apprenticeship are given OJT assignments, the JATC shall see that each apprentice is properly indentured with the JATC (through the execution of an apprenticeship agreement) and registered with the State Apprenticeship Council, hereinafter referred to as the "Registration Agency." The apprenticeship agreement may be canceled at the request of the apprentice, or may be suspended, canceled, or terminated by the sponsor, for good cause, with due notice to the apprentice and a reasonable opportunity for corrective action, and with written notice to the apprentice and to the Registration Agency of the final action taken (see Sections XI, XII and XXI). Vacancies created by the cancellation of the apprenticeship agreement shall be filled as stipulated in Section XXI, Paragraph F.

P. The JATC shall retain all application forms submitted along with all related documents and materials for a period of five (5) years—regardless of the application outcome. Such records shall include all announcements of apprenticeship opportunity. (See Section XXVI)

Q. The JATC shall maintain complete and accurate records (including employment records) on all apprentices for a minimum of five (5) years following the last committee action—including graduation (see Section XXVI).

R. The JATC shall consider and act on all matters, issues or problems concerning apprenticeship and training to the best of its ability avoiding, if at all possible, referring such to the sponsoring parties.

S. The JATC shall establish a written Policy Statement that sets forth the policies, rules, and penalties regarding conduct within the program. The policies, rules and penalties shall be consistently applied in a nondiscriminatory manner. Every indentured apprentice shall be provided a copy of the Policy Statement at time of indenture and a copy of all subsequent modifications. A copy of

the JATC's Policy Statement and subsequent changes to it shall be submitted to the Registration Agency in a timely manner.

T. The JATC will hear and consider all violations of its policies and rules and of the apprenticeship agreement, and shall make such rulings in a consistent and nondiscriminatory manner.

U. The JATC shall establish and implement a written complaint procedure in accordance with Section XXI. A copy of the complaint procedure shall be provided to every apprentice.

V. The JATC shall make an annual report to the sponsoring parties carefully reviewing its work for the preceding year, including a review of the current Affirmative Action Plan, its overall effectiveness, and changes made to the Plan as a result of the review. Such report shall not include any information identifying individual apprentices in any manner.

W. The JATC shall call upon the NJATC and professional consultants for assistance and guidance when deemed necessary.

X. The JATC shall work cooperatively with the NJATC in completing Industry surveys and annual reports, and in maintaining the Industry's National Standards.

Y. It shall be the duty of the JATC to see that all sections of these Standards, the Affirmative Action Plan, the Selection Procedures, Policy Statements, Rules and Regulations are enforced without discrimination.

SECTION IV - Qualifications & Duties of Participating Employers

An employer who is eligible to train apprentices shall be signatory to the local CBA, comply with the qualifying requirements as set forth in the basic labor agreement and be able to provide the necessary work experience for training as determined by the JATC. Participating employers must comply with all provisions of the apprenticeship program including the registered Standards of Apprenticeship, the Affirmative Action Plan and Selection Procedures, and the JATC's policies and rules. The employer shall only secure apprentices through the JATC. Qualifying employers shall contribute to the JATC trust fund the rate established by the joint sponsors of the JATC and/or as stipulated in the local JATC Trust Agreement.

While the apprentice is on the jobsite it shall be the responsibility of the Employer to provide to the apprentice a safe and healthful workplace and conditions of employment and work assignments that the apprentice can safely perform.

The employer will determine the ability of its Journeyman level workers to adequately train and supervise the OJT of the apprentice based upon the work processes being learned, and assign apprentices accordingly.

SECTION V - Term of Apprenticeship

A. The JATC shall see that each apprentice completes a minimum of 8000 hours of reasonably continuous supervised employment (OJT). The JATC shall attempt to provide for participation in all of the work processes as outlined in Section XVI of these Standards.

The apprentice shall participate in a minimum of 180 hours of related classroom training per year, outside the normal work hours. The JATC shall require each apprentice to satisfactorily complete the NJATC Five-Year Inside Wireman Apprenticeship Course Material.

The following table identifies minimum requirements to enter each Period of Apprenticeship

This JATC has established ten periods of apprenticeship as stipulated below.

Period	Percent of Journeyman Rate	Elapsed Time	+	Minimum Accumulative OJT Hours	+	Related Training
1	42	N/A	+	0	+	N/A
2	47	N/A	+	1000	+	Satisfactory Progress
3	52	N/A	+	2000	+	1st Yr. School Completed
4	55	6 Months in 3rd	+	2750	+	Satisfactory Progress
5	58	6 Months in 4th	+	3500	+	2nd Yr. School Completed
6	60	6 Months in 5th	+	4250	+	Satisfactory Progress
7	65	6 Months in 6th	+	5000	+	3rd Yr. School Completed
8	70	6 Months in 7th	+	5750	+	Satisfactory Progress
9	75	6 Months in 8th	+	6500	+	4th Yr. School Completed
10	75	6 Months in 9th	+	7250	+	Satisfactory Progress
Completion	100	6 Months in 10th	+	8000	+	5th Yr. School Completed

To be advanced, the apprentice must have satisfactorily completed all requirements: Elapsed Time, OJT Accumulative Hours and Related Training as indicated above (see Section XIX).

[Example: To be promoted to seventh period, one must have served at least six months as a sixth period apprentice, accumulated a minimum of 5000 hours of OJT and satisfactorily completed the third year of related training.]

At the time of registration of these Standards, the Journeyman rate is $28.47. The Registration Agency will be notified of any changes in the Journeyman rate in a timely manner.

SECTION VI - Wages

Apprentices shall be employed on a stipulated hourly wage basis, as provided in the local CBA. Increases shall be subject to satisfactory progress on the job and satisfactory progress or completion of related instruction. See Section V for the periods of advancement and rates of pay.

SECTION VII - Equal Employment Opportunity Pledge

The recruitment, selection, employment and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, sex or age—except the applicant must meet the minimum age requirement. The JATC does not, and will not, discriminate against a qualified individual with a disability because of the disability of such individual. The JATC will take affirmative action to provide equal opportunity in apprenticeship and will operate this apprenticeship program as required under Title 29, Code of Federal Regulations, Part 30, as amended, and other applicable law and lawful regulations.

SECTION VIII - Qualification for Apprenticeship

A. Individuals may enter the pool of qualified applicants by any of the following means stated below. Every individual selected for apprenticeship shall come from this established pool and shall serve the same probationary period required of all newly indentured apprentices.

Individuals who can show that they meet the conditions in one or more of the means listed below will be afforded an oral interview by the JATC. Once interviewed, an applicant shall remain active in the Apprentice Application Record Book, subject to selection, for a period of two (2) calendar years from the date of interview unless they decline an offer, request to be removed from the list, or fail to qualify on applicable post-selection requirements (such as a drug screen), or they are approved for a re-interview after one year following the date of their most recent interview.

1) To qualify for interview and ranking, applicants must:

a. complete an application form, accurately responding to all questions and items including statements indicating that they are:

i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.

ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.

iii. able and willing to attend all related classroom training as required to complete their apprenticeship.

iv. able to climb and work from ladders, scaffolds, poles and towers of various heights.

v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.

vi. able to read, hear and understand instructions and warnings.

b. meet the minimum age requirement of 18 at the time of application (must provide evidence of minimum age respecting any applicable State laws or regulations).

c. obtain a qualifying score of "4" or higher, using the electrical trade's aptitude test developed and validated by the American Institutes for Research.

d. be at least a high school graduate, or have a GED, or, in lieu of a high school diploma or GED, have a two-year Associate Degree or higher.

e. show evidence of successful completion of: one full credit of high school algebra with a passing grade, or one post high school algebra course (e.g. Adult Education, Continuing Education, Community College, etc.) with a passing grade, or provide evidence of having successfully completed the NJATC Math Course.

f. provide an official transcript(s) for high school and post high school education and training. All GED records must be submitted if applicable. (Note: schools shall be requested to obliterate reference to date of birth, years of attendance, graduation date, age, race and sex, if required by State law or regulation.)

g. possess a valid Driver's License.

h. submit a DD-214 to verify military training and/or experience if they are a veteran and wish to receive consideration for such training/experience.

2) Individuals who can verify (by providing undisputable documenting evidence) that they have worked a minimum of four-thousand (4000) hours specifically in the electrical construction trade, will qualify for an oral interview by the JATC to be considered along with other qualified applicants. To qualify under this provision, applicants must:

a. complete an application form, accurately responding to all questions and items including statements indicating that they are:

i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.

ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.

iii. able and willing to attend all related classroom training as required to complete their apprenticeship.

iv. able to climb and work from ladders, scaffolds, poles and towers of various heights.

v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.

vi. able to read, hear and understand instructions and warnings.

b. provide to the JATC proper, undisputable documentation that defines their experience in the electrical construction industry. This documentation must be comprised of official documents such as tax/payroll records, notarized letters of experience confirmation and sworn statements. Such documentation must remain with the applicant's record. The

JATC will examine all documentation submitted to determine qualification of the applicant. The JATC will schedule an experience evaluation interview with the applicant if it is deemed appropriate. An absolute minimum of four thousand hours of ELECTRICAL CONSTRUCTION WORK EXPERIENCE must be proven to meet this qualification. No other form of electronic or electrical experience/training or construction experience will be given credit under this provision. (Note: meeting this qualification allows the applicant to be interviewed during the normal selection process—this is NOT a form of direct entry. If selected under this provision, the JATC will determine, using standard means of evaluation (see Section X), if OJT and/or related instruction credit will be awarded for previous training and experience.

3) An electrical construction employee of a nonsignatory employer not qualifying as a Journeyman when the employer becomes signatory, shall be evaluated by the JATC, using consistent, standard, nondiscriminatory means (see Section X), and indentured at the appropriate period of apprenticeship based on previous work experience and related training. Note: this is a method of direct entry into the apprenticeship program, whereby all minimum qualifications in paragraph 1) above, for interview and selection, are waived with all other post selection requirements remaining in force. For such applicants to be considered, they must:

   a. complete an application form.

   b. provide official, undisputable documentation to show that they were an employee performing electrical construction work prior to and at the time the employer becomes signatory.

   c. supply the JATC with required reliable documentation and adequate verification to substantiate previous employment and experience to warrant their indenture.

   d. be deserving of advanced standing, based upon evaluation by the JATC (see Section X).

4) Transfer of Apprenticeship - Direct Entry. In order to transfer an apprenticeship agreement between two local IBEW/NECA JATCs having a registered inside apprenticeship program, the following requirements must be met.

   a. The apprentice must submit a written request for transfer, describing in detail the needs and reasons upon which the request is based.

   b. The apprentice's sponsoring JATC must agree to the transfer.

   c. The receiving JATC must agree to accept the transfer.

   d. The parent organizations of both JATCs (the two NECA Chapters and the two IBEW Local Unions) must agree to the transfer.

   e. The receiving JATC shall have complete access to all apprenticeship records pertaining to the transferring apprentice.

   f. The transferring apprentice must:

(1) complete an application form.

(2) provide to the JATC official documentation pertaining to their participation in the apprenticeship program that they are transferring from. An official copy of all records established with the sponsoring JATC (including a copy of the application form and the apprenticeship agreement—properly registered with the Registration Agency) and other information submitted shall be provided to the receiving JATC. The receiving JATC will examine all documentation submitted before granting permission to transfer. All such records shall become part of the receiving JATC's permanent files.

(3) upon being accepted by the receiving JATC, have their existing apprenticeship agreement terminated.

(4) have indenture proceedings initiated immediately by the receiving JATC and the appropriate Registration Agency. The Registration Agency will be provided with all documentation necessary and/or required to verify that the transfer is justifiable.

Those accepted for transfer will be given full credit for on-the-job training experience and related instruction successfully completed while indentured in an IBEW/NECA inside apprenticeship program.

5) An individual who signs an authorization card during an organizing effort—wherein fifty percent or more of the employees have signed authorization cards, whether or not the employer becomes signatory—and is an employee of the non-signatory electrical contractor and does not qualify as a Journeyman, shall be evaluated by the JATC, using consistent, standard, nondiscriminatory means (see Section X), and indentured at the appropriate period of apprenticeship based on previous work experience and related training. Note: this is a method of direct entry into the apprenticeship program, whereby all minimum qualifications in paragraph 1) above, for interview and selection, are waived with all other post selection requirements remaining in force. All employees of the non-signatory electrical contractor must have been offered the opportunity to sign authorization cards. For such applicants to be considered, they must:

a. complete an application form.

b. have previous work experience (with non-participating employer(s)) that warrants some OJT credit, based on the provisions of these Standards (see Section X).

c. provide reliable documentation and adequate verification (which shall be recorded and securely filed in the applicant's file) to substantiate previous employment and experience, in order to qualify for direct entry under this provision.

d. provide official documentation to show length of employment with present electrical employer and all other previous electrical employers.

6) School-To-Registered-Apprenticeship (STRA) - Individuals applying for the School-To-Registered-Apprenticeship program shall be interviewed and selected by the JATC. (Note: this is *NOT* a method of direct entry into the apprenticeship program). Eligible students must go through the regular selection procedure. Those selected shall be indentured into the apprenticeship program prior to being employed and shall only be employed with participating employers. The School-To-Registered-Apprenticeship program:

   a. shall be available to all schools within the jurisdiction of the CBA who agree to participate in the STRA program.

   b. shall require participants to be at least 16 years of age.

   c. shall require participants to complete their Junior Year (11th Grade) of High School prior to being employed as an apprentice in this program.

   d. shall allow the JATC to work with the school to encourage participating school systems to include in their academic curriculum: A basic Computer Course and Mechanical Drawing or Computer Aided Design. The JATC may determine that participants must complete the First-Year of trade related classroom training (NJATC Curriculum), specific NJATC courses or industry orientation related seminars, or classes. These classes and seminars shall be taught by the JATC. The NJATC course materials may be presented during the evening hours.

   e. may permit the scheduling of alternating weeks of academic study and on-the-job training experience, as determined by the JATC and agreed to by the participating school(s).

   f. shall mandate that failure to successfully complete academic studies (high school and JATC) shall be just cause for termination from the program.

   g. shall mandate that failure to demonstrate progress in safely and proficiently accomplishing work practices shall be just cause for termination.

   h. For such applicants to be considered, they must complete an application form, accurately responding to all questions and items including statements indicating that they are:

      i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.

      ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.

      iii. able and willing to attend all related classroom training as required to complete their apprenticeship.

      iv. able to climb and work from ladders, scaffolds, poles and towers of various heights.

      v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.

vi. able to read, hear and understand instructions and warnings.

i. Obtain a qualifying score, using the electrical trade's aptitude test developed and validated by the American Institutes for Research, if required in paragraph 1) above.

7) A military veteran who completed military technical training school in a Military Occupational Speciality (MOS) applicable to the electrical construction trade (as determined by the JATC), and can document a minimum of two (2) years of military experience in that MOS, will qualify for an oral interview by the JATC to be considered along with other qualified applicants. Note: meeting this qualification allows the applicant to be interviewed during the normal selection process—this is NOT a form of direct entry. If selected under this provision, the JATC will determine, using standard means of evaluation (see Section X), if OJT and/or related instruction credit will be awarded for previous training and experience. All post selection requirements remain in force. To qualify under this provision, applicants must:

a. complete an application form, accurately responding to all questions and items including statements indicating that they are:

i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.

ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.

iii. able and willing to attend all related classroom training as required to complete their apprenticeship.

iv. able to climb and work from ladders, scaffolds, poles and towers of various heights.

v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.

vi. able to read, hear and understand instructions and warnings.

b. have previous military work experience in the identified MOS as stipulated above.

c. provide reliable documentation and adequate verification (which shall be recorded and securely filed in the applicant's file) to substantiate previous military training and experience, in order to qualify for interview under this provision.

B. Applicants selected for apprenticeship shall be employed only with participating (signatory) employers upon becoming indentured.

C. Qualified applicants interviewed and selected for apprenticeship under these Standards who have previously completed another IBEW/NECA apprenticeship will be awarded a minimum of three thousand, five hundred (3,500) hours OJT credit. Such individuals will be properly evaluated by the JATC and placed in the appropriate year of related training (see Section X).

D. All selected applicants (including direct entry) must provide the documentation specified to complete their application. Regardless of how one qualifies for apprenticeship, following selection, but prior to indenture, ALL individuals being offered an apprenticeship will qualify on:

A drug-screen test. Cost of the test is to be borne by the JATC.

The JATC's Drug Policy is a part of its official Rules and Policies. Applicants shall be notified that such a Policy exists and given an opportunity to review it.

SECTION IX - Application Process, Affirmative Action Plan and Selection Procedure

The recruitment, selection, employment and training of apprentices shall be in accordance with the written Affirmative Action Plan and Selection Procedure approved by the Registration Agency and made a part of these Standards.

This apprenticeship program's Affirmative Action Plan and Selection Procedure are in compliance with the guidelines established by the NJATC.

SECTION X - Credit for On-the-Job Skill Acquisition and Previous Related Training

A. Candidates with previous knowledge and skill acquisition in the electrical construction trade can ask for and have such work and job experience evaluated by the JATC prior to signing an Apprenticeship Agreement. Where such experience warrants, the JATC will place the apprentice in the appropriate period with commensurate wages as determined by the JATC. Such advanced credit and standing shall be subject to review prior to advancement beyond the probationary period.

The JATC will use consistent and equal ways and means for measuring and evaluating individuals to determine how much credit to award, for both OJT and related training.

The JATC will award as much credit as possible based on an equitable, nondiscriminatory evaluation of both OJT and related instruction. Hours of OJT credit awarded and related instruction placement level are independent of one another. Those awarded OJT credit and assigned to the appropriate pay period classification may be given additional time to successfully complete related instructional requirements.

The granting of advanced standing or credit for previously acquired experience, training, or skills shall be applied equally to all applicants and measured against the work processes, with commensurate wages for any progression step so granted.

B. After signing the apprenticeship agreement and being employed the apprentice cannot request an evaluation of past experience.

C. Advance standing is subject to review throughout the probationary period. During this time, OJT and classroom performance will be evaluated to determine if any readjustment concerning OJT or related training status is warranted, including reevaluation and reassignment of apprenticeship period and level of related instruction, as the JATC determines.

D. The JATC permits individuals with previous education and training to test out of related courses. It has developed a nondiscriminatory policy adopting uniform written and proficiency-type examinations to be used in determining whether or not to award credit and waive specific course(s), or area(s) of training.

SECTION XI - The Apprenticeship Agreement

A. Before being employed as an apprentice or enrolled in related instruction classes, the selected applicant will sign an Apprenticeship Agreement with the JATC. The Apprenticeship Agreement will immediately be submitted to the Registration Agency for approval. These Standards of Apprenticeship, including the Affirmative Action Plan and Selection Procedures, shall be considered a part of the Apprenticeship Agreement. (See Appendix C, Apprenticeship Agreement.)

B. Prior to signing the apprenticeship agreement, each selected applicant shall be given an opportunity to read and review these Standards, the JATC's written Rules and Policies, the apprenticeship agreement and the sections of the CBA that pertains to apprenticeship. Selected applicants shall sign an acknowledgment that they have reviewed the documents and are willing to abide by them (See Appendix D).

C. The JATC shall have three (3) copies of the apprenticeship agreement properly completed. Each copy shall be signed by the apprentice and the JATC. All copies will be submitted to the Registration Agency. Two (2) copies will be returned to the JATC, one (1) shall be provided to the apprentice, and one (1) shall be retained and filed by the JATC.

SECTION XII - Probationary Period

The first 2,000 hours of OJT and satisfactory performance in related classroom training during such time shall constitute the probationary period. During this period the apprenticeship agreement may be canceled by either party without the formality of a hearing. The Registration Agency shall be notified of such cancellations. Furthermore, the Registration Agency shall be notified of any extension of the probationary period (documenting action taken to address the issue(s) involved) in lieu of terminating the apprenticeship agreement.

During the probationary period, the JATC shall make a thorough review of the apprentice's ability and development. Advanced standing for previous training or experience does not reduce the probationary period.

Applicants awarded advanced standing at the time of indenture shall have their demonstrated skill, knowledge and overall performance evaluated during the probationary period. Adjustments, to the assigned period of apprenticeship and/or level of related classroom training may be made during the probationary period, following appropriate reviews and evaluation by the JATC. Such reviews and determinations shall be properly documented and applied equally to all apprentices.

Prior to the end of the probationary period, action must be taken on each probationary apprentice to end the probation, extend the probation, or cancel the apprenticeship agreement. All interested parties shall be notified of such action.

SECTION XIII - Related Instruction

A. Each apprentice shall be required to participate in related instructions away from the job as specified below.

B. Topics to be studied (completed) as part of the required NJATC curriculum shall include, but not be limited to those listed below. The order of presentation and/or year of presentation, may change from time to time:

FIRST YEAR - 180 HOURS MIN.
- Blueprint Reading
- Conduit Fabrication
- Electrical Theory
- Industry Orientation
- Job Information
- Mathematics
- National Electrical Code
- OSHA/Safety Awareness
- Safety & Health Awareness

SECOND YEAR - 180 HOURS MIN.
- Blueprint Reading
- Conduit Fabrication
- Electrical Theory
- Industry Orientation
- Job Information
- Mathematics
- National Electrical Code
- Transformers

THIRD YEAR - 180 HOURS MIN.
- Blueprint Reading
- Electrical Theory
- Electrical Grounding
- Electronics
- Industry Orientation
- Job Information
- Motors
- National Electrical Code
- Systems Analysis, Repair & Certification

FOURTH YEAR - 180 HOURS MIN.
- Digital Electronics
- Electrical Theory
- Fiber Optics
- Industry Orientation
- Job Information
- Motor Control
- National Electrical Code
- Systems Analysis, Repair & Certification

FIFTH YEAR - 180 HOURS MIN.
- Air Conditioning
- Distributed Control
- Fire Alarm
- Industry Orientation
- Instrumentation
- Intelligent Wiring Systems
- Job Information
- Local Area Network Systems
- Low Voltage Systems
- National Electrical Code
- Process Control
- Programmable Controllers
- Security Systems
- Systems Analysis, Repair & Certification
- Telecommunications

The National Course Outline is presented without modification.

C. The time spent in related classroom instruction shall be in addition to the required minimum hours of on-the-job training. The minimum number of classroom hours per year may change from time to time in order to meet training needs. Such changes must be properly approved by the Registration Agency.

D. The JATC shall secure competent Instructors whose knowledge, experience and ability to teach shall be carefully examined and monitored. When possible, the Instructors shall take the teacher training courses made available from the NJATC.

E. The JATC shall secure the instructional aids and equipment it deems necessary to provide quality instructions.

F. The Instructors shall administer NJATC standardized tests in a timely manner. Such tests shall be evaluated and scored by the Instructor and reviewed with the class. Immediately following class reviews of the tests the Instructor shall return all tests and materials to the JATC for proper filing. No test or test materials will be left in the hands of any apprentice. The JATC and the Instructors will be prudent and diligent in all efforts to protect the integrity of the testing materials.

G. The JATC shall monitor the apprentice's performance in related training and take appropriate action to encourage improvement where warranted. JATCs will require performance reports to be filed on a regular basis by the instructor, evaluating the apprentice's related instructional training performance. Such reports shall be maintained by the JATC as part of its official file for each apprentice—providing an accumulative record of performance in related training.

H. The JATC shall inform each graduating apprentice of the availability of college credit through the NJATC's College Credit Program with the American Council on Education (ACE), and any Continuing Education Units (CEUs) that may be available.

SECTION XIV - Safety and Health Training

A. The employer shall instruct the apprentice in safe and healthful work practices and shall ensure that the apprentice is trained in facilities and other environments that are in compliance with either the Occupational Safety and Health Act standards promulgated by the Secretary of Labor under Public Law 91-596, dated December 29, 1970 and as amended by Public Law 101-552, dated November 5, 1990, or State, or local standards that have been found to be at least as effective as the Federal standards.

B. While on the jobsite, it shall be the responsibility of the Employer to provide the apprentice a safe and healthful workplace and conditions of employment, and work assignments that the apprentice can safely perform.

SECTION XV - Hours of Work

A. The apprentice shall work the hours that are specified in the local CBA. The apprentice's work shall not interfere with attending related instructional classes.

The JATC shall maintain a standard procedure to best ensure reasonable continuous employment for all apprentices. The JATC shall make all OJT assignments, reassignments and transfers as stipulated in the CBA—ensuring adequate training and employment opportunities. Should the current employer be unable to provide the apprentice full employment on a reasonably continuous basis in the work processes outlined in these Standards, the apprentice may be transferred or reassigned to another participating employer as determined by the JATC.

B. In the event that the JATC is unable to provide an eligible apprentice an on-the-job training assignment, apprentices may seek temporary employment outside of the electrical construction industry. Regardless of employment status, apprentices must continue to report for their regularly scheduled related instructional classes. Additionally, apprentices shall remain at all times subject to immediate call by the JATC for an on-the-job training assignment given by the JATC. Under *NO CIRCUMSTANCES* shall a participating employer be denied the assignment of an apprentice due to an apprentice temporarily working outside the Collective Bargaining Agreement. Failure to immediately comply with instructions to return to the JATC for an on-the-job training assignment may result in termination of the apprentice's apprenticeship agreement.

SECTION XVI - Work Experience

A. In order to provide for the development of the necessary trade skills in the various work processes, the JATC shall attempt to provide the apprentice with OJT in the following categories, as job training assignments permit.

WORK PROCESS	APPROX. HOURS OJT
PROJECT LAYOUT AND PLANNING	200
Reading and interpreting blueprints and specifications	
Coordination between crafts, engineers and architects	
Layout feeders, risers and branch circuits	
UNDERGROUND INSTALLATIONS	300
Trenching and ditch digging	
Direct Burial	
Installing PVC/Rigid Conduit	
Installing grounding electrode systems	
THINWALL CONDUIT RACEWAY SYSTEMS	1200
Fastening and supporting devices	
Conduit fabrication	
Installation of conduit, fittings and boxes	
RIGID CONDUIT RACEWAY SYSTEMS	800
Fastening and supporting devices	
Bender setup	
Conduit fabrication	
Installation of conduit, fittings and boxes	
INSTALLING SERVICES, SWITCHBOARDS AND PANELS	500
Mounting devices	
Breaker installation	
Terminations	
FLOOR DUCT INSTALLATION	200
Transit/Grade establishment	
Installing duct and fittings	
Core drilling and outlet installation	
MOTOR CONTROL CENTER INSTALLATION	100
Rigging and mounting	
Terminating feeders, branch circuits and control wiring	
INSTALLING, SPLICING & TERMINATING WIRES AND CABLES	1200
Establishing temporary power	
Feeders and branch circuits	
Control wiring	
Splices, taps and terminations	

WORK PROCESS	APPROX. HOURS OJT
CABLE TRAY INSTALLATION	150
Fabrication	
Installing support devices	
Installing cable tray and covers	
LIGHTING SYSTEM INSTALLATION	1000
Installing outlet boxes and conductors	
Installing fixtures	
Control devices	
TESTING AND TROUBLESHOOTING	
FEEDERS, MOTORS AND BRANCH CIRCUITS	100
Checking circuit continuity	
Identifying fault current to ground	
Meggering and Hi Potting	
Certifying system operation	
Repair and maintenance	
Ground Verification	
FIRE ALARM INSTALLATION	300
Blueprint and specification interpretation	
Layout and circuit installation	
Control panel and device installation	
Programming and testing	
MOTOR INSTALLATION	400
Rigging and setting	
Alignment	
Circuiting and Terminations	
Testing	
CONTROL SYSTEM INSTALLATION	200
Blueprint and specification interpretation	
Layout and circuit installation	
Distributed control	
INSTALLING AND PROGRAMMING	
PROGRAMMABLE LOGIC CONTROLLERS	100
Module installation	
Control wiring and devices	
Programming	

WORK PROCESS	APPROX. HOURS OJT
INSTALLING INSTRUMENTATION AND PROCESS CONTROL SYSTEMS Blueprint and specification interpretation Layout and installation Calibration	300
SECURITY SYSTEM INSTALLATION Blueprint and specification interpretation Layout Box and circuit installation Terminations Testing	100
INSTALLING SOUND AND COMMUNICATION SYSTEMS Blueprint and specification interpretation Layout Conduit and box installation Installing panels and network devices Circuit installation Terminations and testing	150
INSTALLING AND TERMINATING TRANSFORMERS Rigging and mounting Primary and secondary terminations Testing and troubleshooting	100
INSTALLING FIBER OPTIC CABLE Equipment layout Installing cable Polishing and terminating Testing and verifying	100
WELDING AND BRAZING Machine setup Fabrication Welding, grinding and finishing	50
SERVICE AND TROUBLESHOOTING Testing, analysis and repair of: motors, transformers, electrical devices, electronic devices, magnetic devices, lighting and power circuits, equipment and machinery, control circuits and devices.	150

WORK PROCESS	APPROX. HOURS OJT
MATERIAL HANDLING AND PRE-FABRICATION Material/equipment awareness Fabricating for field installation	100
SAFETY AWARENESS & OTHER SPECIALIZED AREAS	200
TOTAL MINIMUM HOURS OF OJT	8,000

B. The JATC shall require each apprentice to submit a work report on a monthly basis. Such reports shall be maintained by the JATC as part of its official file for each apprentice. Further, the JATC shall use the reports to provide an accumulative OJT record of experience in the various work processes for each apprentice. OJT reports similar to the sample shown in Appendix E and referenced in Section XIX of these Standards shall be used for reporting purposes.

C. All work (OJT) shall be performed under the supervision of a Journeyman Wireman. Supervision will not be of such nature as to prevent the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor based on the apprentice's skills and ability to perform the job tasks, after which the apprentice shall be permitted to perform job tasks in order to develop job skills and trade competencies.

D. Apprentices with a minimum of 6,500 hours of OJT who have successfully completed the Fourth Year of related instruction, may be permitted to perform electrical construction work without the direct supervision of a Journeyman as follows: while the apprentice's supervising Journeyman Wireman must be present on the jobsite, such apprentice may be assigned to independently perform job tasks at the jobsite consistent with the apprentice's skills, knowledge and ability to perform the work as determined by the employer.

E. An apprentice shall not supervise the work of any other apprentice or workers of any other classification.

SECTION XVII - Number of Apprentices: The Ratio

The numeric ratio of apprentices to journeymen, consistent with proper supervision, training, safety and continuity of employment, shall be as specified in Collective Bargaining Agreements applicable to these Standards.

SECTION XVIII - Temporary Training Opportunities

Apprentices may be permitted to receive OJT and related training on a temporary basis with another IBEW/NECA JATC, provided the two JATCs, their respective parent organizations and the apprentice agree on such assignment. Before apprentices are given a temporary OJT assignment, they must supply the host JATC with an official copy of their apprenticeship agreement—clearly indicating that it has been properly registered with the applicable Registration

Agency. Apprentices shall remain subject to reassignment by the JATC with whom they are indentured. Failure to immediately comply with such instruction to return to the JATC with whom they are indentured may result in the termination of the apprentice's apprenticeship agreement; in which case, they would no longer be employable under the CBA in the jurisdiction.

SECTION XIX - Advancement of Apprentices

A. Every four months during the first year of apprenticeship, and yearly thereafter, the JATC shall examine the progress of the apprentice on the job and in related instruction. A performance evaluation form similar to that provided in Appendix F of these Standards shall be used. The JATC will also receive a monthly OJT training report from the employer showing the experience and training in the various work processes acquired by the apprentice and evaluating the apprentice. See Appendix E for sample form.

B. The JATC shall evaluate the apprentice's overall performance and accomplishments at the end of each period. Action must be taken on each apprentice to approve advancement, extend present rating for a specified probationary period, or cancel the apprenticeship agreement, with due notice to the apprentice and a reasonable opportunity for corrective action. Proper documentation shall be maintained of all action taken by the JATC.

SECTION XX - Local JATC Rules and Policies

A. The apprentice is subject to the written Rules and Policies of the JATC as presently in existence, or as may be adopted or modified from time to time. The JATC will provide the Registration Agency with a copy of the written Rules and Policies and any modifications thereto.

B. The apprentice will be provided with a copy of the written Rules and Policies and will sign an acknowledgment receipt of same (see Appendix D). This procedure will be followed whenever revisions or modifications are made to the Rules and Policies.

SECTION XXI - Adjustment of Differences: Cancellation or Resignation of Apprenticeship Agreement

A. The JATC shall have full authority and responsibility to review and shall seek to resolve all issues and/or disputes pertaining to all apprenticeship and training matters.

B. Apprenticeship agreements may be canceled at any time during the term of apprenticeship as follows. The apprenticeship agreement may be canceled at the request of the apprentice or may be suspended for a specified period of time, canceled, or terminated by the JATC, for good cause, with due notice to the apprentice and a reasonable opportunity for corrective action. Written notice shall be provided to the apprentice and to the Registration Agency of any such action taken (probation extension, suspension or cancellation).

Individuals who have been suspended or terminated from apprenticeship shall not be assigned by the JATC in any capacity. Furthermore, they are not eligible to participate in any related training activities and as per the CBA, they are not eligible for any job assignments under the CBA.

C. Apprentices shall have the right to request an appearance before the JATC concerning specific issues or matters dealing with their apprenticeship agreement. Such requests must be in writing.

D. Complaint Procedure - In lieu of establishing a Complaint Review Body, the JATC will supply all apprentices with a copy of the Notice found in Appendix G. The sponsor will provide all current information called for in the Notice.

The JATC has full authority to supervise the enforcement of these Standards. Its decision will be final and binding on the employer, the local union and the apprentice, unless otherwise noted below.

If applicants or apprentices believe an issue exists that adversely affects their participation in the apprenticeship program or violates the provisions of the Apprenticeship Agreement or Standards, relief may be sought through one or more of the following avenues, based on the nature of the issue:

1. For issues regarding wages, hours, working conditions, and other issues covered by the Collective Bargaining Agreement, apprentices may seek resolution through the applicable Grievance and Arbitration Articles of the collective bargaining agreement *after* first bringing documented evidence to the JATC.

2. The local JATC shall hear and consider all complaints of violations concerning the Apprenticeship Agreement and the registered Standards. The local JATC shall make such rulings as it deems necessary in each individual case. Either party to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of the Standards over which differences occur.

3. Any apprentice or applicant for apprenticeship who believes they have been discriminated against on the basis of race, color, religion, national origin, sex or age—except the applicant must meet the minimum age requirement—with regard to apprenticeship, or that the equal opportunity standards with respect to their selection have not been followed in the operation of the apprenticeship program, may contact directly the Federal, State or local Equal Employment Opportunity Commission (EEOC), and/or the U.S. Department of Labor, Bureau of Apprenticeship and Training or their local Registration Agency (see Appendix G).

   Complaints to the U.S. Department of Labor, which may be filed by the apprentice or through an authorized representative of the apprentice, must be filed not later than 180 days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards. The complaint shall be in writing and shall be signed by the complainant. It must include the name, address, and telephone number of the person allegedly discriminated against, the Program Sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standard.

The JATC shall provide each applicant and apprentice with this complaint procedure and the names and addresses of the local, State and Federal contacts for receiving complaints (see Appendix G). This procedure is also a part of the Affirmative Action Plan.

E. The Complaint Procedure shall be equitably applied to all applicants and apprentices.

F. When an apprentice's indenture (apprenticeship agreement) is terminated before satisfactory completion of their apprenticeship, the resulting vacancy may be filled by selecting and indenturing the next individual from the current eligibility list; provided all indentured apprentices who are available for on-the-job training assignments are so assigned. In the event that related instructional training classes are not available in the immediate future, the individual(s) indentured shall begin informational/awareness classes just as soon as possible. These courses may include topics such as: Industry Awareness, Communications, Productivity, Marketing, CPR, Tech Math, Safety Awareness and General Orientation.

SECTION XXII - Certification of Completion

A. Upon satisfactory completion of the NJATC's Five-Year course of study, accumulation of a minimum of 8,000 hours of OJT, and acquisition of the appropriate jurisdictional Journeyman Electrical License; the JATC will certify to the sponsoring parties, to the NJATC and to the Registration Agency that the apprentice has satisfied the requirements of his or her apprenticeship agreement.

B. The JATC will present each graduating apprentice with a Certificate of Completion issued by the NJATC (see Appendix H for sample). The JATC shall request a Completion Certificate from the NJATC for every individual completing the apprenticeship program. Each Certificate shall be approved and signed by the officers of the JATC. The JATC shall likewise submit a signed request for a Completion Certificate to the Registration Agency.

C. The JATC will notify the IBEW Local Union of the date of each satisfactory completion, allowing the Local Union to reclassify the individual as per IBEW By-Laws, Rules and Policies. The JATC will likewise notify the graduating apprentice's current employer and the NECA Chapter.

SECTION XXIII - Program Registration

These Standards of Apprenticeship will be approved by the NJATC and properly registered with the appropriate Registration Agency (see Sections I and III).

SECTION XXIV - Modification of these Standards

Rapid changes in the electrical industry may require modification or revision of these Standards from time to time. Such modification, when adopted by the JATC, shall be first submitted to the NJATC for approval and then approved and registered by the Registration Agency before implementation. Modification or changes in these Standards, including amendments, shall not alter conditions of apprenticeship already in force without the consent of all parties involved.

SECTION X..V - Program Deregistration

This program may be deregistered upon the voluntary action of the sponsor by the sponsor's request to the Registration Agency for cancellation of the registration. The program may also be deregistered for reasonable cause by the Registration Agency, in accordance with its formal deregistration proceedings.

Upon deregistration or voluntary cancellation of the program, the sponsor will inform each apprentice, within 15 days, of the deregistration or cancellation and the effect of such action. This notification will conform to the requirements of Title 29, Code of Federal Regulations, Part 29.7 and any applicable State or local regulations.

SECTION XXVI - Maintenance of Records

The JATC shall maintain for a period of five (5) years all records relating to: apprentice applications (regardless of outcome), the employment and training of apprentices and information relevant to the operation of the program. This includes, but is not limited to records on the recruitment, application and selection of apprentices, periodic advancements, disciplinary action, layoffs, terminations, rates of pay, hours of on-the-job training and related instruction, evaluations and other pertinent data. This DOES NOT include JATC Trust Fund records, which shall be maintained indefinitely.

All JATC records shall be made available upon request of the U. S. Department of Labor, Bureau of Apprenticeship and Training and the applicable Registration Agency. This provision DOES NOT include JATC Trust Fund records.

JOINTLY ADOPTED BY JATC ON THIS 23rd DAY OF September, 2003.

Arthur A. Watson
SIGNATURE OF JATC CHAIRMAN

September 23, 2003
DATE

Jeannine L. Chartier
SIGNATURE OF JATC SECRETARY

September 23, 2003
DATE

REGISTERED WITH AND APPROVED BY THE NJATC:

A. J. Pearson
EXECUTIVE DIRECTOR

3-15-04
DATE

REGISTERED WITH AND APPROVED BY:

RISAC
REGISTRATION AGENCY

3/23/04
DATE

BY: William F. Holmes
REGISTRATION AGENCY REPRESENTATIVE

TITLE: CHAIR

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IBEW INSIDE CONSTRUCTION AGREEMENT

Agreement by and between the Rhode Island and Southeast Massachusetts Chapter, National Electrical Contractors Association and Local Union No. 99, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in the Agreement, the term Employer shall mean the Rhode Island and Southeast Massachusetts Chapter. National Electrical Contractors Association and the term "Union" shall mean Local Union No. 99, IBEW.

The Term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by, rational, common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

EFFECTIVE DATE – CHANGES – GRIEVANCES – DISPUTES

EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect **June 1, 2013**, and shall remain in effect until **May 31, 2015**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

CHANGES:

Section 1.02. (a) Either party or an employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

Section 1.02. (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

Section 1.02. (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

Section 1.02 (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

Section 1.02. (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

Section 1.02. (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04 Their shall be no stoppage of work either by strike or lockout because of any proposed changes in this agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

GRIEVANCES – DISPUTES:

Section 1.05. There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08. Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10. Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing **to the Labor Management Committee** within 30 working days **of discovery** of its occurrence shall be deemed to no longer exist.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01. Members of the Union except those meeting the requirement of "Employer" as defined herein, shall not contract for any Electrical work.

Section 2.02. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the Collective Bargaining Agreements in planning, directing and controlling the operations of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman in requiring all employees to observe the Employer's and/or Owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.03. The employer shall have the right to call Foreman by name provided:

(a) His/Her employment within the jurisdiction of I.B.E.W. Local Union 99 has not ended within the past thirty (30) days.

(b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest priority group.

(c) When an employee is called as a foreman he must remain as a foreman for 1,000 hours or must receive a reduction in force. If both conditions are not met he must then return to the "out of work" list and sign as the last applicant.

(d) Beginning June 1, 2010 and for the term of this agreement and for all employees covered by this agreement, a mandatory Foreman Training Program shall be implemented. Any individual who is called out as a Foreman and who has never been a Foreman, must agree to take the Electrical Project Supervision I course offered by a duly authorized IBEW Joint Apprenticeship and Training facility prior to accepting the position of Foreman. Any employee covered by this agreement that has been or is currently in a Foreman's position will have three (3) years from the above date to complete the Electrical Project Supervision I course.

Section 2.04. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, open to the Public during regular working hours, and suitable financial status to meet payroll requirements.

Section 2.05. All contractors under this Agreement and contractors coming into the jurisdiction of Local Union No. 99 shall post a payroll bond **in the amount of $3,000.00 per employee** to cover the employees wages and payments to the Apprenticeship Training Fund, payments to the Health and Welfare Fund, payments to the National Electrical Benefit Fund, payments to Local Union No. 99's Pension Fund, payments to Local Union No. 99's Annuity Fund, payments to Local Union No. 99's Working Assessment Fund, payments to Local Union No. 99's Political Action Committee Fund, payments to the Local Unions No. 99's Scholarship Fund, payments to the RILMCC.

Contractors who are frequently and habitually delinquent with payments may be required at the discretion of the Trustees of all Trust Funds **to post a bond in an amount per employee as determined by the Funds Trustees.**The bond shall provide that it may not be terminated without thirty (30) days prior written notice to the Local Union. A cash bond shall be required for any contractor, who cannot provide documentation from a certified bonding agent/company, (licensed and approved to issue a bond in the jurisdiction of IBEW Local Union 99).

Section 2.06. For all employees covered by this Agreement the Employer shall carry Workman's Compensation Insurance with a Company authorized to do business in the State covered by the Jurisdictional Area of Local Union No. 99, Social Security and such other protective insurance as may be required by the laws of those States, and shall furnish satisfactory proof of such to the Union. He shall also make contributions to the Unemployment Compensation Commission in whichever State the work is performed.

Section 2.07. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.08. This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by the removal of its members from jobs when necessary and when the Union or its proper representative decide to do so, but no removal shall take place until notice is first given to the Employer involved.

Section 2.08 (a). When such a removal takes place, the Union or its representatives shall direct the workmen on such jobs to carefully put away all tools, material, equipment or any other property of the employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

Section 2.09. An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.10. The Union agrees that if during the life of this Agreement it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms and conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

Section 2.11 Complete portability of manpower between represented members of the Inside Construction Agreement and any other agreements with IBEW Local Union 99 and its signatory contractors, when the employee agrees and has the proper credentials.

Section 2.12. The Union has the right to appoint a Steward at any shop, or any job, where workmen are employed under the terms of this Agreement. The Steward shall be assigned regular working duties by the Employer. Under no circumstances shall the Steward be discriminated against by any Employer, or his representative for the faithful performance of his duties as Steward. The Union agrees that when such Steward is appointed or changed, the Employer shall be notified in writing, stating the Steward's name and shop or job to which he is appointed. The Employer will notify the Local Union Business Manager, in writing, forty-eight (48) hours, (two days), prior to termination or transfer of a Steward, whenever practical.

The Duties of the Steward shall be:

Section 2.12. (a) The enforcement of the working conditions as stated in the Agreement.

Section 2.12. (b) To protect the jurisdiction of the Electrical Worker against any and all infringements by other trades, and immediately report all such cases to the Business Manager.

Section 2.12. (c) To see that all necessary precautions are taken to safeguard the workmen on the job against accidents.

Section 2.12. (d) The Steward shall be given ample time to carry out his duties, and shall not be discriminated against, nor shall he be discharged for performing the duties as stated above.

Section 2.13. On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

Section 2.14. The Employer shall furnish all other necessary tools or equipment. Workmen shall be held responsible for the tools or equipment issued to them providing the Employer furnished the necessary lockers, tool boxes, or other safe place for storage.

Section 2.15. Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

Section 2.16. A Journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours unless errors were made by order of the Employer or the Employer's representative.

Section 2.17. The representative of the Union shall be allowed access to any building at any reasonable time where employees of the Union are employed.

Section 2.18. No individual connected with the Employer or contractor as an officer, owner or superintendent shall do any work with the tools, or act as a Foreman. However, any firm having signed this Agreement for the first time shall be allowed to work with the tools for a period not to exceed four (4) years. He shall be accompanied by a Journeyman Wireman at all times while working with the tools. When two Journeyman Wiremen are working with him, one shall be designated as Foreman. (Amended June 1, 1975)

Section 2.19. The policy of the members of the Local's Union is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Section 2.20. Each Journeyman shall furnish the conventional kit of hand tools necessary to perform his classification of work as follows:

Knife	Six Foot Rule
Pencil	Socket Set to 3/4"
Hack Saw Frame	Needle Nose Pliers
Crescent Wrench 10"	Channeloks - Two Pair
Screwdrivers - 2 Straight	Level
- 2 Phillips	Center Punch
Claw Hammer	Plumb bob
Wire Stripper	K.O. Punch 1/2 - 1"
Lineman's Pliers 9"	Tool Pouch
Voltage Tester	Ohm Meter/Amp Meter Class III
Allen Wrenches - Small Set	Roto-Stripper
Class III Voltage Tester	Thirty (30) Foot Tape Measure

Section 2.23. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.25. The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

ARTICLE III

HOURS-WAGES-PAYMENT
WORKING CONDITIONS

Section 3.01. (a) Eight hours worked between the hours of 7:00 a.m. and 5:00 p.m. will constitute the work day. The employer shall be allowed to adjust the starting hours by one (1) hour to meet the written needs of the customer at the straight time rate of pay. A lunch period of thirty (30) minutes will be between the hours of 11:00 a.m. and 1:00 p.m. Two (2) ten (10) minute coffee breaks approximately two (2) hours after start and within approximately one and one-half (1 ½) hours after lunch, at work station shall constitute the workday. Five such days, Monday through Friday, shall constitute the workweek. On jobs that have a start time of 7:00 a.m. and are of eight (8) hours in duration only, the second coffee break will be eliminated and the employees shall leave at 3:15 pm. If the workday is extended beyond eight (8) hours, an afternoon ten (10) minute break shall be taken.

Section 3.01.(b) When mutually agreed, the employer, with 24 hours prior notice to the Union, may institute a workweek consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 am and 6:00 pm, Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours must be scheduled. After ten (10) hours in a work day, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half times (1 1/2x) the regular rate of pay.

Section 3.02. Except as provided in 3.05. and 3.06. all work performed outside of the regularly scheduled working hours on Saturdays, Sundays and the following Holidays: New Year's Day, Dr. Martin Luther King Jr. Day, Memorial Day, 4th of July, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day; also any day set apart by the President of the United States or the Governor of Rhode Island as a holiday, shall be paid for a double the regular straight time rate of pay.

Section 3.02. (a) If a holiday falls on a Saturday or Sunday and all building trades agree to celebrate on the following Monday, same will be recognized in this Agreement.

Section 3.03. No work shall be performed on Labor Day, except in case of emergency, and then only after permission is granted by the Business Manager of the Union

Section 3.04. Except as provided in 3.06. and 3.07. all work performed outside of the regularly scheduled working hours on Saturdays, Sundays, and on any holiday in the state outside of Rhode Island, covered by the jurisdictional area of Local No. 99, proclaimed by the President of the United States or Governor of that state as a Holiday, shall be paid for at double the regular hourly rate.

Section 3.05. When overtime is worked the calculation of fringe benefits will not exceed one and one half times the straight time rate of pay.

Section 3.05. (a)

2 YEAR AGREEMENT June 1st, 2013 through May 31st, 2014
$.75 increase T.B.D. June 1st, 2014
$.50 increase T.B.D. December 1st, 2014

JOURNEYMAN WIREMAN	$34.08
JOURNEYMAN TECHNICIAN	$34.08

GENERAL FOREMAN	33%	OF JOURNEYMAN WIREMAN RATE
AREA FOREMAN	21%	OF JOURNEYMAN WIREMAN RATE
FOREMAN	12.5%	OF JOURNEYMAN WIREMAN RATE
JOURNEYMAN WELDER	10%	OF JOURNEYMAN WIREMAN RATE

APPRENTICE WIREMAN – TEN (10) PERIODS:

Exhibit "B"	PERIOD	WAGES
$6.97 per hour---------H&W	1ST	42% OF JOURNEYMAN WIREMAN RATE
$7.38 per hour---------H&W	2ND	47% OF JOURNEYMAN WIREMAN RATE
$9.38 per hour---------H&W	3RD **	52% OF JOURNEYMAN WIREMAN RATE
$10.24 per hour -------H&W	4TH	55% OF JOURNEYMAN WIREMAN RATE
$10.24 per hour -------H&W	5TH	58% OF JOURNEYMAN WIREMAN RATE
$10.24 per hour -------H&W	6TH	60% OF JOURNEYMAN WIREMAN RATE
$10.24 per hour -------H&W	7TH ***	65% OF JOURNEYMAN WIREMAN RATE
$10.24 per hour -------H&W	8TH	70% OF JOURNEYMAN WIREMAN RATE
$10.24 per hour -------H&W	9TH	75% OF JOURNEYMAN WIREMAN RATE
$10.24 per hour -------H&W	10TH	75% OF JOURNEYMAN WIREMAN RATE

** PENSION BEGINS
*** ANNUITY BEGINS

FRINGES:
Section 3.05 (b)

Fringe Benefits based on Journeyman's Rate:

All contributions to the Annuity, Health and Welfare, Joint Apprenticeship Trust and Pension Funds for General Foreman and Area Foreman shall be calculated at the Journeyman Wiremen's contribution rate.

Contributions to the Annuity Fund for Foreman shall be calculated at the Journeyman Wireman's contribution rate.

30.05% of Total Gross Wages ----------HEALTH AND WELFARE
13.5% of Total Gross Wages----------PENSION
13.43% of Total Gross Wages ----------ANNUITY
2.88% of Total Gross Wages----------JATC
3% of Total Gross Wages----------NEBF

Contractors Contributions:

$.15 (15 cents) per hour worked ----------RI LMCC
$.10 (10 cents) per hour worked ----------AMF

Wage Deductions:

5.5% of Total Gross Wages----------WORKING DUES
$.05 (5 cents) per hour worked----------PAC (Voluntary)
$.05 (5 cents) per hour worked----------SCHOLARSHIP FUND (Voluntary)

Section 3.05. (c) The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.05. (d) IBEW Local Union No. 99's Political Action Committee. The Employer does hereby agree to deduct five cents ($.05) per hour starting June 1, 1982, from each Employee (IBEW Members only) payable into IBEW Local Union 99's P.A.C. for all hours worked provided the Employee has voluntarily signed an Authorization card for said deduction. The Employer agrees to remit these moneys to IBEW Local Union 99's P.A.C. in the same manner as the payments to the Health and Welfare, Pension and Annuity Fund contributions.

Section 3.05 (e) As of August 15, 2003 and during the term of this agreement, the employer does hereby agree to deduct five ($.05) cents per hour from each employee, (I.B.E.W. members only), payable into I.B.E.W. Local Union 99 Scholarship Fund for all hours worked, provided the employee has voluntarily signed an authorization card for said deduction. The employer agrees to remit these monies to I.B.E.W. Local 99 Scholarship Fund in the same manner as payments to the Health and Welfare, Pension, Annuity, and P.A.C. Fund contributions.

Section 3.05 (f) Individual Employers who fail to remit as provided in Sections 3.05(a), 3.05(b) and 3.05(c), 3.05(d) and 3.05(e) shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union provided the individual Employer fails to show satisfactory proof that the required payments have been made. Beginning June 1, 2010 employers signatory to this agreement will remit one check for all funds due to "IBEW Local Union Clearing Account". **The one check system will be at the option of the employer.**

Section 3.05 (g) In accordance with the terms of this agreement, if as a result of delinquency in payments by an employer or his agent to the various joint trust funds and it is necessary for the Union and/or Trustees of the joint trust funds to institute court or legal action for the recovery of the delinquent funds, the employer shall pay in addition to the delinquent funds, interest at prime rate, accountants and attorneys fees, court costs and any legal or filing fees.

Section 3.06. Time and one half (1 1/2) will apply to new construction work on the first two hours after the regular working hours and the first eight hours on Saturday. All other overtime shall be paid at double the regular hourly rate. Time and one half (1 1/2) shall apply on maintenance, repair and alteration work between the hours of 4:30p.m. and 12:00 midnight, Monday through Friday, and 8:00a.m. to 4:30p.m on Saturday. All other overtime shall be paid at double the regular hourly rate.

Section 3.07. On all jobs where employees are required to dress in protective clothing while handling batteries charged with the required fluids, or where the work height is 30 feet or more from the floor, such employees shall be paid an additional Twenty-Percent (20%) for such work. The above does not apply when working from A.N.S.I. standard O.S.H.A. approved lifts.

Section 3.08. When employees covered by this agreement are required to work in tunnels below ground level or in combined sewer outfall or work on waters associated with Wind Turbines or any Electrical Generating apparatus in State of Rhode Island and/or Federal waters, such employees shall be paid an additional twenty-percent, (20%), above that employees regular rate of pay. This does not include man-holes.

Section 3.09. Wages shall be paid weekly in cash or by payroll check on a local bank not later than quitting time on Wednesday, except when holidays incurred, payday will be no later than quitting time on Thursday, and not more that three days' wages may be withheld at that time. Any workman laid off or discharged shall be paid his wages immediately. In the event he is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. **In the event the employee rather than being laid off on Friday is offered to work overtime on non-business days (Saturday, Sunday, Holiday) he must be paid off no later than noon time the next business day.** The employer will either pay the workman at the job site during regular working hours or allow him sufficient time during regular working hours to report to the shop to receive his pay.

Section 3.09 (a). When mutually agreed upon with the Employer, the Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.

Section 3.10. A Foreman shall be assigned to a project when the third (3^{rd}) employee is assigned. A second (2^{nd}) Foreman shall be assigned to the project when the twelfth, (12^{th}), employee is assigned. A third (3^{rd}) Foreman and an Area Foreman shall be assigned to the project when the twenty-first, (21^{st}), employee is assigned. A fourth (4^{th}) Foreman and a General Foreman shall be assigned when the thirtieth (30^{th}) employee is assigned.

Section 3.10. (a) When a job requires a General Foreman, he shall not work with tools.

Section 3.11. On all jobs having a Foreman, workmen are not to take directions or orders, or accept layout of any job from anyone except the Foreman. No Foreman of one job shall at the same time perform work on another job during normal working hours.

SHIFT WORK

Section 3.12. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 a.m. and 9:00 a.m. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer's schedule. However, any such adjustment shall last for at least five (5) consecutive days duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All over time work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1 ½) times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.12 (a) On all shifts there will be a ten (10) minute coffee break approximately 2 hours after shift start and within approximately 2 hours after lunch break at work station. There will also be a ten, (10), minute break after approximately ten, (10), hours worked and a thirty, (30), minute break after approximately twelve, (12), hours worked.

Section 3.12 (b) If the above shifts are employed for four (4) days or less the employees shall be paid the regular overtime rates as provided elsewhere in this agreement. Regular shift pay shall apply on third shift "Friday" though worked on Saturday a.m.

Section 3.13. Any man reporting for work and being laid off, not having been notified that day previous to such layoff shall receive not less than **three (3)** hours wages in order to gather his tools and personal belongings and shall be paid off in full immediately. In the event the employee is not paid off, waiting time at the regular rate shall be charged until payment is made, **waiting time not to exceed 8 hours in any one 24 hour period**.

Section 3.13 (a) The Employer shall notify the Business Manager or Union Office of any substantial lay-off of men forty-eight hours in advance whenever possible.

Section 3.14. When men are directed to report to a job and do not start work due to weather conditions, lack of materials, or other causes beyond their control, they shall receive **three (3)** hours pay unless notified one (1) hour before scheduled start.

Section 3.14.(a) When an Employer lays off or discharges for cause he shall supply, the Employee and Local Union office with a termination slip with date of termination and future status for rehire only. This Termination Slip must be sent to the Local Union office within forty-eight (48) hours.

Section 3.14 (b) The parties to this agreement realize that personal appearance, proper hygiene and appropriate attire are important to our work practices. Our customers gauge the quality of our industry by the attention shown by our appearance and appropriate attire should be worn at all times in keeping with recognized standards. Therefore, all clothing with indecent language or obscene images are prohibited, consumption of, possession of, or being under the influence of alcoholic beverages or illegal drugs during working hours or on company property or in any vehicle used for contractor business is strictly prohibited and are grounds for immediate termination.

Section 3.15. Any employee reporting to a shop and not being put to work shall not remain after 9:00 a.m. Any employee requested to remain by the Employer after 9:00 a.m. shall be considered employed.

Section 3.16. When the Employer has no permanent shop located in the jurisdiction of the Union, then under such circumstances, City Hall, Providence, Rhode Island shall be considered the place at which the shop is located.

Section 3.17. The Employer shall pay for traveling time or furnish transportation from shop to job, job to job and job to shop within the jurisdiction of the Union.

Section 3.18. When employees are working outside the jurisdiction of the Union, and traveling to and from a job daily, they shall be paid traveling time from the State line where the Employer's shop is located or leave at 8:00 am and return at 4:30 pm. Traveling time shall be paid at no less than the regular rate of pay.

Section 3.19. Employees using an employer's vehicle for delivery of materials shall work the same eight [8] hour day for deliveries or pickup of materials.

Section 3.19 (a) Cell Phones will not be allowed on the job during working hours. The only exception will be in cases of known or expected emergencies that the employer or his Foreman or General Foreman is made aware of and grants permission for the use of the cell phone.

Section 3.20. On work outside the jurisdiction of the Union, the Employer shall pay for transportation, board, and all other necessary expenses, including traveling time, during regular working hours.

Section 3.21. Workmen working on the Islands in the jurisdiction of IBEW Local 99 shall be paid from the time of taking the boat to the time of arriving back. In no case shall a workman receive less than one (1) day's pay.

Section 3.22. No workman shall use any automobile or any other vehicle in a manner considered to be unfair to other workmen, or against the best interest of the Union.

Section 3.23. The Employer shall provide on all jobs a suitable place heated for the keeping or storing of workmen's clothing and tools and shall be held responsible for the loss of these by theft or fire.

Section 3.24. Time consumed in getting out stock or material must be paid for. No employee shall get out stock or material outside the regular working hours without being paid the overtime rate.

Section 3.24. (a) When tool room or stockroom employees are required on the job, a Journeyman Wireman will be employed in that position, but he will also be required to perform all other duties of a Journeyman.

Section 3.25. The parties agree that the work of prefabrication of materials will be performed by IBEW members working under the Collective Bargaining Agreement, whether on the job or in the shop.

Section 3.26. All channeling and cutting required for the installation of electrical work shall be done by employees covered by this Agreement.

Section 3.27. Where pipe cutting and threading machines are used, such shall be operated by a worker who is covered by the terms of this agreement.

Section 3.28. Employees shall be allowed five (5) minutes at noon and shall be allowed ten (10) minutes before quitting time for picking up tools and wash-up time.

Section 3.29. All electrical material and apparatus shall be handled from the building line to its permanent location, erected and connected by employees covered by this Agreement.

Section 3.30. The work of installing Solar, Wind, Wave, Water and Hydro-Electric generation, maintaining, connecting, repairing, or removal of all wiring for temporary lighting, heat and power, and the maintenance of all other electrical equipment in new buildings in the course of construction, old buildings

undergoing alterations, subways, tunnels and bridges under construction, State or Federal waters shall be performed by workmen employed under the terms of this Agreement.

Section 3.31. All overtime at a job or a shop shall be equally and impartially divided among the workmen on the job or at the shop.

Section 3.31. (a) Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of the Agreement.

Section 3.31. (b) The Employer will not discriminate against any employee with regards to training, upgrading, promotion, transfer, lay-off, discipline, discharge or otherwise because of race, creed, national origin, color, sex, age, political affiliation, or membership in any other lawful labor organization.

Section 3.32. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with applicable laws.

ARTICLE IV

REFERRAL PROCEDURE

Section 4.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03. The Employer shall have the right to reject any applicant for employment.

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN--JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have four or more years experience in the trade; are residents of the geographical area constituting the normal construction labor market; have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee; and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement. Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a Local Union shall be so registered electronically and remain on Group I in that Local Union unless and until the applicant designates another Local Union as his or her Group I Local Union. If an applicant qualifies for Group I status in a Local Union other than his or her home Local Union and designates that local as his or her Group I Local Union, the Business Manager of the new Group I status Local Union shall by electronic means notify the Business manager of the applicant's former Group I status Local Union.

GROUP II. All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III. All applicants for employment who have two or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP IV. All applicants for employment who have worked at the trade for more than one year.

Section 4.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 4.07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

RHODE ISLAND: .....THE ENTIRE STATE

MASSACHUSETTS: .....COUNTY - BRISTOL

TOWNSHIPS - ATTLEBORO, NORTH ATTLEBORO AND SEEKONK

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which the Agreement applies.

Section 4.09. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.10. An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 4.11. The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

RE-REGISTRATION

Section 4.12. An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

Section 4.13. An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.14. (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

REPEATED DISCHARGE:

Section 4.14 (b). An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three* business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.15. The only exceptions which shall be allowed in this order of referral are as follows:

(a). When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b). The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 4.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.17. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.18. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 4.21. When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

Section 4.21. (a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and then those in Group I.

Section 4.21. (b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15 (a) is required.

Section 4.21. (c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in paragraph (a) above.

Section 4.21. (d) During times of extreme unemployment when the out of work list reaches 150 applicants or more the employer agrees to rotate non-supervisory/key employees on a six month basis. Employees will be rotated on a per job basis on all jobs with a duration time of six months or more. Not more than 25% of employees shall be rotated at one time. Expires May 31, 2015.

Section 4.22 An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that:

The former employee is in the highest level group on the referral list containing applicants available for work, regardless of the individual's position on the list. The recall is made within 45 days from the time of the layoff. The former employee has not quit his most recent employer under this agreement within the 30 days prior to the recall request **and the former employee is not an apprentice**.

Each employee may be recalled only once in a calendar year.

ARTICLE V

APPRENTICESHIP AND TRAINING

Section 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

Section 5.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09. Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If the JATC is unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12 Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

Number of Journeyman	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks.

Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice. Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeymen Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution outlined in Article III, Sections 3.05(a) and 3.05(b) of the gross monthly labor payroll. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

FRINGE BENEFITS

Section 6.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

To establish an Administrative Maintenance Fund (AMF) each employer signatory to this Agreement will contribute ten (10) cents per hour for all hours worked by all employees covered by this Agreement.

The Fund shall be administered solely by the Association and shall be utilized to pay for the Association's cost of the labor contract administration including negotiations, labor relations, and dispute and grievance representation performed on behalf of all signatory employers. In addition, all other administrative functions required of management or as required by law.

The AMF contribution shall be submitted with all other benefits as delineated in the Labor Agreement by the fifteenth (15th) of the following month in which they are due to the Administrator receiving funds. In the event any employer is delinquent in submitting the required Administrative Maintenance Fund to the designated Administrator, the Administrator shall have the authority to recover any funds, along with attorney fees, court costs, interest at 1% (one percent) per month and liquidated damages receiving such funds. The enforcement for the delinquent payments to the Fund shall be the sole responsibility of the Fund and not the local union. These monies shall not be used to the detriment of the IBEW or the Local Union.

All completed monthly reporting forms prescribed by the NEBF must be received by the respective collection agent by the fifteenth (15th) day of each month for all labor performed the previous month.

Section 6.02. During the terms of this Agreement, the Employer shall pay into the Health and Welfare Fund of Local Union 99, International Brotherhood of Electrical Workers, the sum outlined in Article III, Sections 3.05(a) and 3.05(b) of the gross monthly labor payroll. These payments shall be forwarded by the fifteenth day of the following month to the Local Union Office to the Trustees designated to collect these contributions, provided that this fund is properly trusted and administered in accordance with Section 302 of the Labor Management Relations Act of 1947, as amended.

Section 6.03. During the terms of this Agreement, the Employer shall pay into IBEW Local Union No. 99's Pension Trust Fund the sum outlined in Article III, Sections 3.05(a) and 3.05(b) of the gross monthly labor payroll. Each Employer agrees to remit these moneys to Local Union No. 99's Pension Trust Fund, or it's Agent, not later than the fifteenth (15th) day of the following month, pursuant to a certain Declaration of Trust that shall conform to Section 302 of the Labor Management Relations Act of 1947, as amended.

Section 6.04. During the terms of this Agreement, the Employer shall pay into IBEW Local Union No. 99's Annuity Trust Fund the sum outlined in Article III, Sections 3.05(a) and 3.05(b) of the gross monthly labor payroll. Each Employer agrees to remit these moneys to Local Union No. 99's Annuity Trust Fund, or their Agent, not later than the fifteenth of the following month, pursuant to a certain Declaration of Trust that shall conform to Section 302 of the Labor Management Relations Act of 1947, as amended.

Section 6.05. Notwithstanding the language set forth above in Sections 2,3 and 4 of the Agreement concerning mandatory Employer contributions to the Local Union No. 99 Health & Welfare Fund, Pension Fund and Annuity Fund; and notwithstanding the language set forth in Article V of this Agreement concerning mandatory Employer contributions to the Local Union No. 99 Joint Apprenticeship and Training Committee (JATC) Fund, and to the extent permitted by applicable law, an Owner/Employee of a Contractor/Employer which is a signatory to or executes a Letter of Assent to this Agreement may opt to not participate in any one (1) or all of said Local Union No. 99 Health & Welfare, Pension Annuity and JATC Funds if said Owner/Employee so desires. In the event the Owner/Employee opts out of such participation, his/her Contractor/Employer shall not be obligated to pay any sum of money into said Local Union No. 99 Fund on said Owner/Employee's behalf.

For the purpose of this Section 6.05., an Owner/Employee of a Contractor/Employer shall only mean a member in good standing of the Union who is a principal of an incorporated trade or business, but shall not include a partner or proprietor of an unincorporated trade or business. No other covered Employee of said Contractor/Employer may opt out of participation in the Local Union No. 99 Health & Welfare, Pension, Annuity and JATC Funds pursuant to this Section.

In the event an Owner/Employee opts out of participation in any one (1) or all of said Local Union No. 99 Benefit Fund, his/her Contractor/Employer shall immediately notify the Business Manager of the Union and the Trustees of the Fund(s), in writing, of said Owner/Employee's decision. Thereafter, if said Owner/Employee opt to recommence participation in the Fund his/her Contractor/Employer shall immediately notify the Business Manager of the Union and the Trustees of the Fund, in writing, of said Owner/Employee's decision; and said Contractor/Employer shall again be required to comply in all respects with the contribution provisions of this Agreement for said Owner/Employee.

Section 6.06. Individual Employers who fail to remit as provided in Sections 6.02, 6.03 and 6.04 shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union provided the individual Employer fails to show satisfactory proof that the required payments have been made.

Section 6.07.(a) The failure of an individual Employer to comply with provisions of Sections 6.02, 6.03 and 6.04 shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

Section 6.07 (b) If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with Section 6.05 above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation which have resulted from the bringing of such court action.

Section 6.07 (c) Effective September 1, 2000, it is agreed that in the event that an employer is delinquent in payments to the Local Union No. 99 IBEW Health and Welfare Plan, the Local Union 99's Pension Trust Fund, the Local Union 99's IBEW Annuity Trust Fund, the Local Union 99's IBEW JATC Trust Fund, the National Electrical benefit Fund, the IBEW Local 99's designated Assessment Due described in Article XI of the IBEW Local 99 By-Laws for a period of fifteen (15) days, said employer shall be required to submit payments and appropriate forms on a weekly basis to the designated depository.

ARTICLE VII

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

Section 7.01. Each individual employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.

2. One Hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employers.

Section 7.02. Payments to the Rhode Island Labor Management Cooperative Committee, Inc. will be forwarded monthly to the same collection agent of the National Electrical Benefit Fund (NEBF). The payment shall be made by check or draft and shall constitute a debt due and owing to the RI LMCC. The payment and the payroll report shall be mailed to reach the office of the collection agent no later than (15) calendar days following the end of each calendar month. One (1) cent of the above payment will be forwarded to the N.L.M.C.C., effective June 1, 1996.

ARTICLE VIII

LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 8.01. The parties agree to participate in a Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

1) to improve communications between representatives of Labor and Management;
2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
8) to enhance the involvement of workers in making decisions that affect their working lives; and,
9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 8.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03. Each employer shall contribute 10¢ per hour worked. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Rhode Island and Southeast Massachusetts Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars ($20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 9.01. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. δ 175(a) and Section 302(c) (9) of the Labor-Management Relations Act, 29 U.S.C. δ 186 (C)(9). The purpose of this Fund include the following:

(1) to improve communication between representatives of labor and management;

(2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness:

(3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process:

(4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry:

(5) to sponsor program which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry:

(6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees:

(7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production:

(8) to engage in public education and other programs to expand the economic development of the electrical construction industry:

(9) to enhance the involvement of workers in making decisions that affect their working lives; and

(10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 9.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03. Each Employer shall contribute one cent ($.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Rhode Island & Southeast Massachusetts Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars ($20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Section 9.05 The one cent ($.01) per hour contribution for the National LMCC is to be paid from the Local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.

ARTICLE X SAFETY

Section 10.01. There shall be a Joint Safety Committee consisting of three (3) members representing the employer and three (3) members representing the union.

Section 10.02 Any workman under the terms of this agreement performing welding or burning of metal material will be furnished the proper protective clothing.

Section 10.02 (a) An employee injured on the job or shop shall be reimbursed for actual time lost due to medical care on the day such accident occurs. In the event such injured employee is instructed by the Doctor not to return to work on the day of the injury or incident, such employee shall be entitled to pay for the day.

Section 10.02 (b). The Employee shall use the Personal Protection Equipment issued to him by the Employer in the proper manner and in accordance with current OSHA Regulations and N.F.P.A. 70 E.

Section 10.02 (c). The Journeyman shall verify the circuit he is working on have been de-energized and properly locked out or tagged out as trained by the Employer in accordance with the current OSHA Regulations [1910-333] prior to performing work.

Section 10.03. It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

ARTICLE XI

SUBSTANCE ABUSE

Section 11.01 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XII

CODE OF EXCELLENCE

Section 12.01 The parties to this agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers expectations. Therefore each IBEW Local Union and NECA Chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

Form W-9 (Rev. 3/7/11)

State of Rhode Island
PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A $50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN) | | | |

Employer ID No. (EIN) | 05 | 0312658 |

NAME E.W. Audet & Sons, Inc.

ADDRESS 169 Bay Street

(REMITTANCE ADDRESS, IF DIFFERENT)

CITY, STATE AND ZIP CODE Providence, RI 02905

CERTIFICATION: Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
(2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE [signature] TITLE V. President DATE 2.24.14 TEL NO. 401.467.3510

BUSINESS DESIGNATION:

Please Check One: Individual ☐ Medical Services Corporation ☐ Government/Nonprofit Corporation ☐
Partnership ☐ Corporation ☒ Trust/Estate ☐ Legal Services Corporation ☐

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF -- Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908

Rhode Island Department of Labor and Training
Division of Workforce Regulation and Safety

TELECOMM CORPORATION DATA TSC
VIDEO TSC
TELEP TSC
LIC# 2859 SOUND TSC
E W AUDET & SONS INC
ERNEST W AUDET JR
169 BAY STREET
PROVIDENCE RI 02905

Ronald R. Ambrosio
Administrator

12/31/2015
Expiration Date

Rhode Island Department of Labor and Training
Division of Workforce Regulation and Safety

ELECTRICAL CONTRACTOR A-001320
JOURNEY ELECTRICIAN B-004441

ERNEST W AUDET JR
169 BAY STREET
PROVIDENCE RI 02905

Ronald R. Ambrosio
Administrator

12/31/2015
Expiration Date

Rhode Island Department of Labor and Training
Division of Workforce Regulation and Safety

ELECTRICAL CORP-AC001320
A-001320 B-004441
E W AUDET & SON INC

ERNEST W AUDET JR
169 BAY STREET
PROVIDENCE RI 02905

Ronald R. Ambrosio
Administrator

12/31/2015
Expiration Date

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **E. W. AUDET & SONS, INC., of 169 Bay Street, Providence, Rhode Island** as Principal, hereinafter called the Principal, and **ARCH INSURANCE COMPANY** a corporation duly organized under the laws of the State of **Missouri**
as Surety, hereinafter called the Surety, are held and firmly bound unto **RHODE ISLAND COLLEGE**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount of Attached Bid** Dollars (**$ 5% of Bid**),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Primary Electric Service Upgrades – Pre Purchase of Equipment; Project No. 7548414**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **24th** day of **February, 2014**.

Katherine Sweeney

E. W. AUDET & SONS, INC.
(Principal) *(Seal)*

By: _____
John Osowa, Jr. - Vice President
(Title)

Venus A Chianese

ARCH INSURANCE COMPANY
(Surety) *(Seal)*

By: _____
David J. Byrne, III, *(Title)* **Attorney-in-Fact**

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

David J. Byrne, III and Charles A. Byrne of East Providence, RI (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 14th day of June, 20 10.

Arch Insurance Company

Attested and Certified

Arch Insurance Company CORPORATE SEAL 1971 Missouri

Martin J. Nilsen, Secretary

J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Brian C. Kuhn, Notary Public
City of Philadelphia, Philadelphia County
My commission expires December 06, 2011

Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 14, 2010 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 24th day of February, 2014.

Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety
3 Parkway, Ste. 1500
Philadelphia, PA 19102

Arch Insurance Company CORPORATE SEAL 1971 Missouri

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