

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7548883A2  
**Bid/RFP Title:** ELECTRICAL DISTRIBUTION SYSTEM UPGRADE AND NEW SUBSTATION - URI (14 PGS))

**Opening Date & Time:** 8/28/2014 11:30 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](http://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](http://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](http://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](http://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](http://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](http://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.



Solicitation #: 7548883  
Solicitation Title:  
University of Rhode Island

**BID FORM**

To: The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855

Bidder: E.W. Audet & Sons, Inc.  
Legal name of entity  
169 Bay Street, Providence, RI 02905  
Address (street/city/state/zip)  
John Osowa, Jr. jack@ewaudet.com  
Contact name Contact email  
401.467.3510 401.781.8820  
Contact telephone Contact fax

**1. BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ 3,878,500.00

(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

Three Million, Eight Hundred, Seventy-Eight Thousand, Five Hundred Dollars & Zero

(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

Cents

• **Allowances**

The Base Bid Price ***includes*** the costs for the following Allowances:

No. 1: Subsurface Conditions due to unforeseen conditions	\$50,000.00
No. 2: Electrical Variances due to unforeseen conditions	\$50,000.00
No. 3: Police Detail	\$20,000.00
Total Allowances:	\$120,000.00

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- **Bonds**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

- **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

*All Addenda must be acknowledged.*

Addendum No. 1 dated: July 25, 2014

Addendum No. 2 dated: August 20, 2014

Addendum No. 3 dated: \_\_\_\_\_

2. **ALTERNATES** (*Additions/Subtractions to Base Bid Price*)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

*Check "Add" or "Subtract."*

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Add  Subtract Alternate No. 1: Alternate No. 1: Provide separate pricing for all electrical, civil, and structural work associated with existing Substation 4 and new Substation 5. Note that:

- a. The new 34.5 kv feeder to Switch 35-3 shall be included in the base bid.
- b. All other work on Switch 35-3 shall be part of Add Alternate No. 1.
- c. New equipment which shall be part of Add Alternate No. 1 includes:
  - i. Substation 5, 5MVA transformer
  - ii. 5kv voltage regulator bypass switch VFI-B-5-2
  - iii. Substation 5 voltage regulator VR-5-5
  - iv. Addition to 4160v switchgear
  - v. 4150v pad-mounted switchgear VFI-5-5

Substation #5 to completed and billed after July 1, 2015.

\$ 2,129,000.00

(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

Two Million, One Hundred, Twenty-Nine Thousand Dollars & Zero Cents

(amount *in words* printed electronically, typed, or handwritten legibly in ink)

Add  Subtract Alternate No. 2: Delete Sheet C2.2, C3.1, and C4.1. Replace with C2.3, C3.2, and C4.2. The security fence is removed from the contract. Replace with a louver and perforated steel fence.

\$ 251,000.00

(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

Two Hundred, Fifty-One Thousand Dollars & Zero Cents

(amount *in words* printed electronically, typed, or handwritten legibly in ink)

Add  Subtract Alternate No. 3: N/A

\$ \_\_\_\_\_

(alternate amount *in figures* printed electronically, typed, or handwritten legibly in ink)

(alternate amount *in words* printed electronically, typed, or handwritten legibly in ink)

Solicitation #: 7548883  
Solicitation Title:  
University of Rhode Island

**3. UNIT PRICES**

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include all costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Unsuitable soil & replacement - \$30.00/CY      Trench rock removal - \$155.00/CY  
Bulk rock removal - \$60.00/CY

Refer to Section 31 00 00 for unit prices for rock removal and unsuitable soils.

**4. CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

- Substantial completion of Primary Project: August 1, 2015

**5. LIQUIDATED DAMAGES**

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$ \$10,000.00

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**This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.**

**If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.**

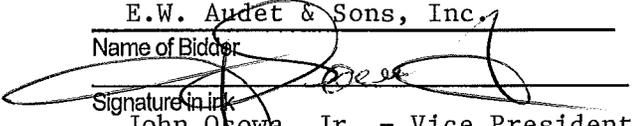
Solicitation #: 7548883  
Solicitation Title:  
University of Rhode Island

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

**BIDDER**

**Date:** August 28, 2014

E.W. Audet & Sons, Inc.  
Name of Bidder

  
Signature in ink

John Osowa, Jr. - Vice President  
Printed name and title of person signing on behalf of Bidder

# N/A  
Bidder's Contractor Registration Number

**State of RI Electrical Corp License #AC001320**

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

TELECOMM CORPORATION DATA TSC  
VIDEO TSC  
TELEP TSC  
SOUND TSC

LIC# 2859  
E W AUDET & SONS INC  
ERNEST W AUDET JR  
169 BAY STREET  
PROVIDENCE RI 02905



*Ronald R. Ambrose*  
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



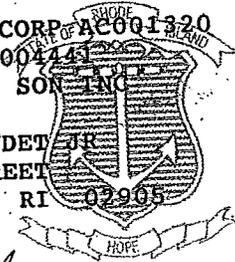
*Ronald R. Ambrose*  
Administrator

12/31/2015  
Expiration Date

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

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

ERNEST W AUDET JR  
169 BAY STREET  
PROVIDENCE RI 02905



*Ronald R. Ambrose*  
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 STATE OF RHODE ISLAND

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 Electrical Distribution System Upgrade and New Substation, University of Rhode Island; Project No. 7548883

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 25th day of August, 2014

Katherine Sweeney

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

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

ARCH INSURANCE COMPANY (Surety) (Seal)

James Chanese

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."

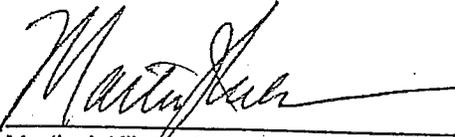
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

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.

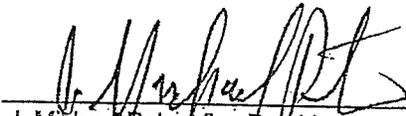
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 14th day of June, 2010.

Attested and Certified

Arch Insurance Company

  
Martin J. Nilsen, Secretary

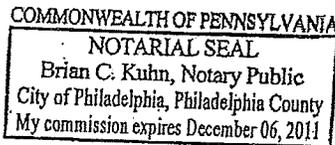


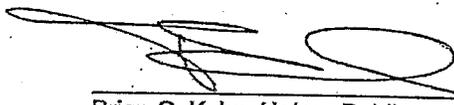
  
J. Michael Pete, Vice President

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.

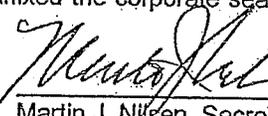


  
Brian C. Kuhn, Notary Public  
My commission expires 12-06-2011

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 25<sup>th</sup> day of August, 2011.

  
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



**Bid# 7548883**

**Electrical Distribution System Upgrade & New Substation**

**University of Rhode Island**

**Section 26 01 00 – Electrical General Conditions, Item 1.12C - Preliminary Shutdown  
Schedule**

April 25, 2015 – Relocate pole #9159\* (see drawing E1.22)

- (1) day duration – total of 12 hours to complete work

April 25, 2015 – Install new riser pole #9153A\* (see drawing E1.24)

- (1) day duration – total of 12 hours to complete work

\*the above work will be performed on the same day

July 2015 – Total of (10) feeders will be affected - (1) feeder will be done per day (see drawing E1.12)

- Total of (10) days @ 10 hours/day to complete work

Alternate #1 – Date TBD – Install new switchgear (see drawing E1.25)

- Total of (14) days @ 10 hours/day to complete work

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 \$60 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)

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05	0312658
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NAME E.W. Audet & Sons, Inc.

ADDRESS 169 Bay Street.

(REMITTANCE ADDRESS, IF DIFFERENT) \_\_\_\_\_

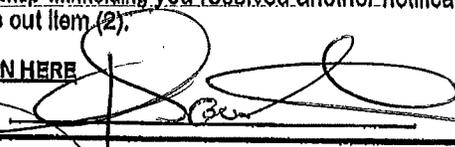
CITY, STATE AND ZIP CODE Providence, RI 02905

**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 

TITLE V. President

DATE 8.25.14

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



**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:** 7548883

**Bid/RFP Title:** Electrical Distribution System Upgrade & New Substation -  
University of Rhode Island

**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);

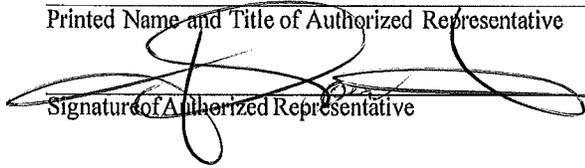
- C.  Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will 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.

August 28, 2014

Printed Name and Title of Authorized Representative

Date

  
Signature of Authorized Representative

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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 20<sup>th</sup> 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 There 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 1<sup>st</sup>, 2013 through May 31<sup>st</sup>, 2014**

**\$.75 increase T.B.D. June 1<sup>st</sup>, 2014  
\$.50 increase T.B.D. December 1<sup>st</sup>, 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:**

<b><u>Exhibit "B"</u></b>	<b>PERIOD</b>	<b>WAGES</b>
\$6.97 per hour -----H&W	1 <sup>ST</sup>	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	7 <sup>TH</sup> ***	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 than 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<sup>rd</sup>) employee is assigned. A second (2<sup>nd</sup>) Foreman shall be assigned to the project when the twelfth, (12<sup>th</sup>), employee is assigned. A third (3<sup>rd</sup>) Foreman and an Area Foreman shall be assigned to the project when the twenty-first, (21<sup>st</sup>), employee is assigned. A fourth (4<sup>th</sup>) Foreman and a General Foreman shall be assigned when the thirtieth (30<sup>th</sup>) 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. § 175(a) and Section 302(c) (9) of the Labor-Management Relations Act, 29 U.S.C. § 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.



# IBEW LOCAL 99 Inside Agreement Signature Page

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW®

## SEPARABILITY CLAUSE

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 the applicable laws.

## GENDER LANGUAGE

Whenever the male gender is used in the Agreement, the female gender is also intended.

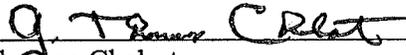
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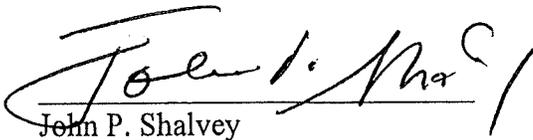
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Local Union No. 99, IBEW

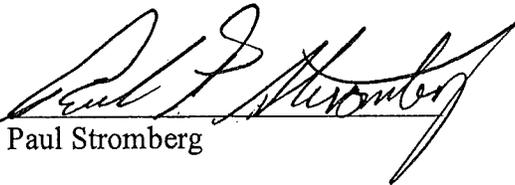
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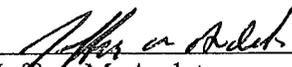
  
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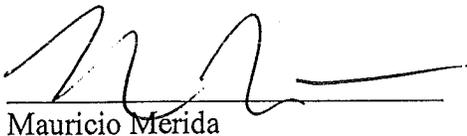
  
G. Thomas Chabot

  
John P. Shalvey

  
Henry Kandzinski

  
Paul Stromberg

  
Jeffrey M. Audet

  
Mauricio Merida