

**REGISTERED APPRENTICESHIP
MASTER AGREEMENT NUMBER _____**

Effective Date: _____

between

WEST CENTRAL JOB PARTNERSHIP
217 WEST STATE STREET – 3RD FLOOR
SHARON, PA 16146

Hereafter "GRANTOR"
Contact: Eric Karmecy
Telephone: ()
Fax: ()
Federal I.D. # 2 5 - 1 5 3 2 1 4 1

Hereafter "EMPLOYER"
Contact:
Telephone: ()
Fax: ()
Federal I.D. #

The parties, as evidenced by signature below, agree to be bound by the terms and the conditions of this Registered Apprenticeship Master Agreement consisting of twelve (12) pages which when supplemented by Registered Apprenticeship Addenda shall constitute the entire agreement between the parties. Details for each individual Registered Apprenticeship shall be described on separate Addenda and made part of this Registered Apprenticeship Master Agreement. The parties agree that the general rules and regulations contained in this Master Agreement shall apply to each and every Registered Apprenticeship Addenda as is developed between the parties.

GRANTOR

EMPLOYER

GREGG K. DOGAN
Chief Financial Officer
West Central Job Partnership, Inc.

Signature

Date

*Signature

Date

WHEREAS, GRANTOR has received funding from the United States Department of Labor (USDOL) or the Commonwealth of Pennsylvania and;

WHEREAS, the purpose of GRANTOR is to establish programs to prepare eligible individuals for entry or advancement into or within the labor force and to afford job training to these individuals, and;

WHEREAS EMPLOYER has personnel who are possessed with the ability to train and employ such individuals into jobs with the employer's firm and to provide occupational and vocational assessment and training, and;

WHEREAS, both the GRANTOR and EMPLOYER desire to provide opportunity for training of selected individuals who have insufficient skills for immediate productivity, these two parties hereby provide for agreement on the rules and regulations and procedures to be used in sponsoring this public funded training program and both will follow this Registered Apprenticeship Master Agreement, and all Registered Apprenticeship Addenda as developed for each individual training program which shall describe the detail of the program by way of addendum to this master agreement.

*Documentation to certify individual may sign on behalf of the Employer:

The parties do covenant and agree as follows:

1. INSURANCE IDENTIFICATION & CERTIFICATION

Employer will keep current insurance and workmen's compensation policies and is current on all tax payments to the COMMONWEALTH OF PENNSYLVANIA AND/OR STATE OF OHIO and to the FEDERAL GOVERNMENT. Any changes in these carriers, expirations, or any other changes will be reported to the GRANTOR without delay. These are identified hereafter:

LIABILITY INSURANCE CARRIER

WORKERS' COMPENSATION CARRIER

Name of Carrier

Name of Carrier

Policy Number

Policy Number

Policy Expiration Date

Policy Expiration Date

2. UNION IDENTIFICATION

EMPLOYER agrees not to enter this or any ensuing agreement with GRANTOR unless having informed any collective bargaining unit or union or other associated employee group so organized of the terms and conditions of this program and how it impacts upon any position covered by that unit. Further, the employer will not use any funds under this agreement or any ensuing agreement to conduct union or anti-union activities. Employer will not use funds from this agreement or any ensuing agreement to fill and train for positions from which any worker is laid off or terminated from because of this agreement or for any position that could be done by someone on lay off from employment. The employer will also not fill and train for positions which will infringe on any other workers ability to be promoted.

NAME OF UNIT

NAME OF UNIT

NUMBER OF LOCAL

NUMBER OF LOCAL

CATEGORY OF EMPLOYEES

CATEGORY OF EMPLOYEES

3. EMPLOYER LABOR FORCE

Total number of current employees at worksite: _____

4. DEFINITIONS

- a. SECRETARY, DOL, PDLI, GOVERNOR shall mean the officials of the state and federal government concerned with the proper and efficient use of WIOA and/or other federal or commonwealth/state supported programs, and proper training and employment of individuals employed or trained under the law.

- b. WIOA is the public law 113-128 and as may be amended, enacted as the nation's employment and training program for adult, dislocated worker and youth economically disadvantaged residents and others who have significant barriers to employment.

5. PURPOSE OF APPRENTICESHIP PROGRAM:

EMPLOYER and WCJP agree that the purpose of Apprenticeship Program is to hire and employ individuals into careers in a Registered Apprenticeship program with EMPLOYER who shall hire, train, evaluate, and retain the individual.

EMPLOYER recognizes and covenants that training provided under this agreement is part of an Apprenticeship Program recognized by the employer's state and the United States Department of Labor and as a result agrees to comply with all associated, applicable laws and regulations.

6. RECORDS, REPORTING AND RETENTION

EMPLOYER shall maintain records of time and attendance on forms provided and all accounting records showing payment to the employee/apprentice, invoices, payments, contracts and other details of the program. Except as otherwise authorized or directed the EMPLOYER shall maintain such for a period no less than seven (7) years from the last day of this agreement, or as long as any agent requests until any issue in audit, in exception, in litigation or in any question is resolved and approval is given to discard. If the EMPLOYER permanently ceases operations or moves operations for any reason, all records and reports will be returned to WCJP prior to the final close or transfer of business operations.

7. ACCESS TO RECORDS AND WORKPLACE

EMPLOYER agrees that the Comptroller General of the United States, USDOL, Commonwealth of Pennsylvania, State of Ohio, WCJP, or agents thereof may, at any time during the period of contracts, and for a period of three years from the contract end date, conduct an audit of the services described within this agreement or any addendum thereof. During this time EMPLOYER agrees to provide access to all records regarding this program, including operational facilities, instructors, supervisors or apprentices and will have the right to copy or to examine all records that are pertinent to such agreement(s).

8. MONITORING

EMPLOYER agrees to allow monitoring of activities and review of records to verify progress according to the contract terms. EMPLOYER will permit interviewing of apprentice, supervisor and instructors and will allow access to financial records and payroll and tax payment records.

9. REPORTING OF ACCIDENTS.

EMPLOYER will report to WCJP any change in status of employee/apprentice including wage and hour changes, promotions and demotions during the training period, job changes, accidents, injuries, grievances, and death of other major changes.

10. FALSE PRESENTATIONS

EMPLOYER agrees that any monitoring that discovers significant differences in the actual program than that presented to the Grantor shall be cause to void the entire project and to cause repayment of any sums released to date.

11. DOL/PDLI /ODJFS REQUIREMENT

EMPLOYER will comply with the provisions of the Workforce Innovation and Opportunity Act as amended ([WIOA Law 113-128](#)).

EMPLOYER will accept additional conditions of this agreement which may be imposed at any time if the grant under which WCJP operates is amended, changed, modified or terminated or payments may be withheld.

EMPLOYER agrees to comply with all special provisions of the law, regulations, and program or administrative requirements whether now in force or hereafter adopted, including but not limited to, regulations set forth in [20 C.F.R. \(Employees' Benefits\)](#)

EMPLOYER agrees to conduct its activities in regard to the provisions of the [Pennsylvania Department of Labor and Industry](#) or Ohio Department of Job and Family Services.

12. CONFLICT OF INTEREST

EMPLOYER agrees, covenants, and warrants that no person who presently exercises any function or responsibility in connection with the program has any personal financial interest, direct or indirect, in the agreement as provided in the regulations of the DOL and Pennsylvania DLI and/or Ohio DJFS. The EMPLOYER further covenants that in the performance of this agreement, no person having such conflicting interest will be employed. Any interests on the part of the EMPLOYER must be disclosed. This paragraph shall not be interpreted in such a manner so as to impede opportunity to be provided for the employment of and participation in training of eligible residents of the area.

13. DISCRIMINATION

No person shall, on the basis of race, color, religion, sex, age, national origin, citizenship/status, disability, political affiliation, or belief be excluded from participation in or be denied benefits of or be subject to discrimination under any program or activity made possible by or resulting from this agreement, nor shall any apprentice be discriminated by solely their participation and status as a WIOA funded apprentice or apprentice supported through any other state or federal program. EMPLOYER will comply with all provisions imposed by or pursuant to the regulations of USDOL, and effecting [Title VI of the Civil Rights Act of 1964](#), [the Age Discrimination Act of 1975](#), [Section 504 of the Rehabilitation Act](#), and [Title IX of the Education Amendment of 1972](#).

14. AFFIRMATIVE ACTION

Affirmative action shall be taken regarding selection, participation, recruitment, employment, training, upgrading, transfer, recruitment, advertising, and compensation resulting from this agreement.

15. ADVERTISING

EMPLOYER shall post notices in conspicuous places regarding nondiscrimination and affirmative action and shall state such position in advertisements for hire of employment.

16. HEALTH AND SAFETY STANDARDS

EMPLOYER shall maintain reasonable health and safety standards and work shall be reasonable and that no violations of safety standards have been reported within the past two years.

17. LOBBYING PROHIBITED

EMPLOYER certifies that federal appropriated funds have not or won't be paid by or on behalf of the employer, to any person for influencing an officer, agent or employee of any agency, a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds, other than federal funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the EMPLOYER shall submit Standard Form LLL "[Disclosure of Lobbying Activities](#)" in accordance with its instructions.

Any person failing to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Per [executive order 12549](#), Debarment, and Suspension, and [13CFR part 145](#) as amended

The prospective recipient of Federal Assistance funds certifies that, by signing this agreement, neither it nor its principals are presently debarred, suspended, proposed for debarment or suspension, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or agency.

19. INDEMNIFICATION CLAUSE

a. For Non-Commonwealth or State Entities:

The EMPLOYER agrees to indemnify, defend, and save harmless the Grantor, its officers, agents and employees;

- (1) from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other persons, firms, corporations or other legal entities furnishing or supplying work, services, materials, or supplies in connections with the performance of this Agreement;

- (2) from any and all claims and losses occurring or resulting to any persons, firms corporations or other legal entities who may be injured or damaged by the EMPLOYER in the performance of this Agreement;
- (3) against any liability including costs and expenses for violation of proprietary rights or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of, any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data; and
- (4) against all audit exceptions arising from the EMPLOYER's violation of the terms and conditions of this Agreement.

b. For Commonwealth or State Entities:

- (1) Where the EMPLOYER is the Commonwealth within the meaning of [1 PA. C.S. § 2310](#), this indemnification clause shall not apply and the EMPLOYER shall only be liable to the extent authorized by law, and
- (2) Where the EMPLOYER subcontracts with any entity that is the Commonwealth within the meaning of [1 PA. C.S. § 2310](#), this indemnification clause shall not apply and the subcontractor shall only be liable to the extent authorized by the law.

20. INTEGRATION CLAUSE

EMPLOYER certifies that this agreement represents the whole agreement together with any later amendment or modification which shall have no force unless agreed by both parties in writing.

21. SECTARIAN ACTIVITIES

In accordance with Section 188 (a) (3) of [the Act](#), the EMPLOYER shall not employ any participant on the construction, operation, or maintenance of so much of a facility that may be used for sectarian instruction or religious workshop.

22. CONDITIONS OF WORK

EMPLOYER certifies materials are available to conduct this work, especially safety materials.

23. UNION/ANTI-UNION ACTIVITIES

No funds will be used to assist, promote, or deter union organizing in accordance with Workforce Innovation and Opportunity Act of 2014 ([WIOA](#)) § 181 (b)(7) and [20 Code of Federal Regulations \(CFR\) § 663.730](#).

24. AGREEMENT TO HIRE, TRAIN AND RETAIN EMPLOYEE

EMPLOYER agrees to hire and/or train participant and to make every reasonable effort to retain the employee in the job. Generally, any employer retaining less than 67% of apprentices so trained under this program will be ineligible for further training payments under this program.

25. WAGES AND BENEFITS

Hourly wages paid to apprentice trainees shall be not less than the highest of the following:

- a. The minimum wage specified in the [Fair Labor Standards Act](#).
- b. The minimum wage specified in the [PA Minimum Wage Act of 1968](#) (Act of 1968, P.L.11, No. 5 amended 2012) or in the ORC Minimum Fair Wage Standards (Chapter 4111).
- c. The prevailing wage for persons similarly employed.
- d. The prevailing wage rate established by the Secretary of Labor according to the [Davis Bacon Act](#) when required.
- e. The minimum entrance wage for workers in the same occupation and establishment, or required by collective agreement with the local bargaining unit.

26. NON-EMPLOYMENT CLAUSE

Neither the EMPLOYER or any employees or agents thereof shall be construed to be employees of WCJP because of this agreement.

27. OVERTIME LAWS

Apprentices and other employees involved in delivery of training apprentices shall be paid overtime and holiday pay as any other employee for time worked (if applicable), however, reimbursement for training if provided by this agreement will be offered only for base wage rate reimbursement and not for excess pay, including paid overtime and/or holiday pay.

28. NEPOTISM PROHIBITED

Costs associated with nepotism are unallowable and EMPLOYER will hire no apprentice who is related to anyone in an administrative position or position of ownership or control of the firm if they are related by being a spouse, child, sibling, parent, in-law, aunt, uncle, niece or nephew, or a step child or step parent. Any more restrictive federal or state regulations pertaining to the job or worksite shall prevail over this clause.

29. RELOCATION

NO FUNDS MAY BE USED FROM THIS PROGRAM TO FILL A JOB OR TO TRAIN AN APPRENTICE WHEN THE JOB HAS BEEN RELOCATED FROM ANY OTHER USA SITE AND HAS CAUSED UNEMPLOYED THERE. NO OTHER PERSON MAY BE WHOLLY OR PARTIALLY DISPLACED IN THEIR JOB OR HOURS WORKED BECAUSE OF THIS AGREEMENT.

30. FEES

No company or agent or employee shall receive a fee of any kind resulting from acceptance of this agreement.

31. INFRINGEMENT

This agreement shall not cause infringement in the promotional line for any other qualified employee

because of its acceptance.

32. PAYMENT METHOD

EMPLOYER shall submit properly completed invoices on the schedule shown in each addendum. Payment shall not exceed those identified as permissible therein and are deemed as payment for the extraordinary costs associated with the training of the apprentice(s) and the lower productivity during the training period. Reimbursement is based on the negotiated rate or percentage as stated in the addendum to this master agreement.

There will be no reimbursement for any time not worked such as paid holidays not worked even though the employer may indeed have to pay for such time.

At any time prior to full payment, WCJP may deduct unearned payments or unallowable costs or audited exceptions from the balances remaining as one method for repayment.

Invoices more than 45 days past due do not have to be reimbursed by WCJP and the employer loses this payment. It is the discretion of WCJP to pay these or not.

Any unallowable costs found by staff, monitors and or auditors will be quickly repaid to WCJP upon request.

33. TERMINATION OF AGREEMENT

This agreement and any ensuing agreements or modifications thereof shall be terminated immediately for breach of contract by the EMPLOYER and no further payments made. WCJP has the right to terminate beyond any earned payments for any of the following reasons:

- a.. FOR CAUSE - EMPLOYER will be notified by writing 48 hours prior to termination when it is determined that EMPLOYER has failed to provide any of the services specified or failed to comply with provisions of this contract agreement.
- b. FOR CONVENIENCE - at any time for any reason if WCJP in its reasonable discretion determines that it is in the best interest to terminate the agreement, the EMPLOYER will be so notified in writing 30 days before termination.
- c. LACK OF FUNDS - If WCJP determines insufficient funds exist for commitments because of funding losses, grant discontinuance or excess anticipated cost and expense the contract will be immediately canceled and the employer paid to date.
- d. BY MUTUAL AGREEMENT - both parties may mutually agree to terminate the agreement and early termination of any apprentice terminates the addendum so applicable to that apprentice.

Upon notification of termination for any reason, EMPLOYER will stay all efforts on behalf of the contract and WCJP will pay for those costs found allowable to date of termination.

34. LAYOFFS

EMPLOYER agrees to place no apprentice into a position from which there is any worker laid off or laid off from any similar position, or substantially equivalent position, or when the employer has terminated any person or otherwise reduced its workforce in anticipation of funds under this agreement

to fill a vacancy so created with subsidized wages by this program.

35. STANDARDS OF WORK

EMPLOYER is responsible for quantity and quality of work under this agreement and such shall conform to high professional standards, program requirements and other administrative requirements.

36. GOVERNING LAWS

This agreement shall be governed by the laws of the GRANTOR'S operations (the Commonwealth of Pennsylvania) and is the entire agreement superseding any prior written or oral understandings.

37. SUBCONTRACTING PROHIBITED

EMPLOYER may not subcontract any part of this agreement without the written approval of WCJP.

38. LAWS APPLICABLE

EMPLOYER will follow all on the job training laws, rules and procedures in the performance of this agreement including OSHA, DOL, Child Labor Laws, minimum wage laws, worker's compensation laws, Veterans Priority Provisions and any and all other applicable laws or parts thereof.

All staff working under this contractual agreement must be knowledgeable of the [Child Labor Law](#) (Act of 1915 P.L. 286 No. 177), (including the Amendment to the Law, House Bill 1064 Session of 1997), and the [Regulations Governing the Employment of Minors in Industry](#) (R-1). The Child Labor Law provides for health, safety and welfare of minors under the age of 18 by: requiring employment certificates issued by attending school districts; prohibiting employment of minors in certain types of work, in certain establishments and occupations; restricting hours of work by youth under certain ages; regulating certain conditions of employment; etc. All youth placed at employer worksites and all employers must be informed of the Child Labor Law and the restrictions and all required documents must be posted at the employer worksites.

[Right to Know Law](#), 65 P.S. §§ 67.101-67.3104 – AGENCY must establish policy, responsibilities, and procedures for compliance with individual requests to release AGENCY records.

[29 CFR Part 2, subpart D](#) – Equal Treatment in Department of Labor Programs for Religious Organizations, Protection of Religious Liberty of Department of Labor Social Service Providers and Beneficiaries.

[29 CFR Part 31](#) – Nondiscrimination in Federally Assisted Programs of the Department of Labor – Effectuation of Title VI of the Civil Rights Act of 1964.

[29 CFR Part 32](#) – Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving or Benefitting from Federal Financial Assistance.

[29 CFR Part 35](#) – Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from the Department of Labor.

[29 CFR Part 36](#) – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance

[29 CFR Part 38](#) – Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014.

[29 CFR Parts 29 and 30](#) – Labor Standards for the Registration of Apprenticeship Programs, and Equal Employment Opportunity in Apprenticeship and Training, as applicable.

39. CARRYOVER COSTS

EMPLOYER recognizes that WCJP works on a fiscal year basis and does not receive following year funding until sometimes after contracts have been entered and that all funds in any addendum for following fiscal years can not be committed until knowledge of all grants. Addenda are written only for commitment for current year's funds and EMPLOYER will be separately notified if and when any remaining amounts in following fiscal years are committed. Payments into any second fiscal year are shown for informational purposes only and will be determined upon grant receipt by WCJP.

40. NATURE OF POSITIONS

Except where otherwise noted and informed, apprentices must be full-time, non-seasonal, permanent in nature and paying no less than minimum wage.

41. SIGNATORY AUTHORITY

Any signer on behalf of a corporation who is not the President, Vice-President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the corporation must first present a copy of the corporate resolution or by-laws that so authorizes the individual to sign on behalf of the corporation.

Contracts with individuals doing business as a firm should be signed by the named individual. Partners in a partnership need to establish that the signing partner can bind the partnership to the contract. Evidence required to establish the authority of a particular partner to bind the partnership, including whether the partner is a general or limited partner, shall be determined by WCJP and approved based on documentation presented.

42. DRUG FREE WORKPLACE CERTIFICATION

The EMPLOYER acknowledges and agrees that it will maintain a Drug Free Workplace in accordance with the requirements of the [Drug Free Workplace Act](#).

43. RIGHTS AND AUDIT REQUIREMENTS

Those entities receiving \$750,000 or more in funds are subject to an audit and such audit plan shall be submitted by WCJP to the Department of Labor and Industry for review and approval.

The Employer will be notified in writing of the start date of the scheduled audit. Upon completion of the field work, an exit interview will be held. Representatives of WCJP, including those from the Department of Labor and Industry will conduct the exit interview.

All audit exceptions must be resolved and no further contracting for funds can occur until the audit exceptions are resolved.

44. AMENDMENT PROCEDURES

1. An amendment must be issued for any changes to the terms and conditions, or costs of a contract and such amendment shall require the written approval of all parties.

2. The maximum amount of the contract must be amended when additional funds or terms increase the monetary value of the original contract.
3. All amendments must meet all of the criteria necessary for a separate contract.
4. Amendments may be requested by either party but no change to the contract is effective until written change is approved and signed by all parties.

45. DISPUTE RESOLUTION

In matters where the EMPLOYER and WCJP do not reach mutual agreement on issues concerning this Master Agreement and subsequent Apprenticeship Program Addenda, the EMPLOYER will be able to meet or appeal to the WCJP's Chief Financial Officer or to its Solicitor at the address identified in this Apprenticeship Program Master Agreement.

46. VETERANS PRIORITY PROVISIONS

In accordance with 20 CFR Part 1010 and as required by 38 U.S.C. 4215, the EMPLOYER acknowledges and agrees to provide priority of service to veterans and spouses of certain veterans for the recipient of employment, training, and placement services in any job training program directly funded, in whole or in part, by this agreement.

47. VIOLATIONS OF LAW

Violations of any laws as known to this Master Agreement shall be immediately referred to:

Director of Department of Labor and Industry
Bureau of Workforce Partnership and Operations
651 Boas Street, 12th Floor
Harrisburg, PA 17121

Violations may also be reported to the Inspector General's Office, Department of Labor and Industry at: 101 S. 2nd Street #2, Harrisburg, PA 17101, and/or to any other local, state or federal authority having jurisdiction.

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*THIS CONCLUDES THE REGISTERED APPRENTICESHIP MASTER AGREEMENT