



AGREEMENT

and

WORKING RULES

Governing the
ELECTRICAL INDUSTRY OF
SOUTHEAST MASS. & VICINITY

Between

ELECTRICAL WORKERS UNION
LOCAL 223, IBEW

and

RHODE ISLAND AND SOUTHEAST
MASSACHUSETTS CHAPTER,
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION, INC.

September 1, 2017 to August 31, 2020

IBEW LOCAL UNION 223

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:

ALL OF BRISTOL (EXCEPT ATTLEBORO, NORTH ATTLEBORO & SEEKONK),
BARNSTABLE, DUKES AND NANTUCKET COUNTIES.

NORFOLK COUNTY - AVON, RANDOLPH, HOLBROOK, STOUGHTON, PLAINVILLE
TOWNSHIPS.

PLYMOUTH COUNTY - ENTIRE COUNTY, EXCLUDING HINGHAM AND HULL TOWNSHIPS.

ALL STATE AND FEDERAL WATERS THAT ARE WITHIN, OR ARE PART OF BARNSTABLE,
BRISTOL, DUKES, NANTUCKET, OR PLYMOUTH COUNTIES (EXCLUDING WATERS
ADJACENT TO HINGHAM AND HULL TOWNSHIPS).

Abington, Acushnet, Avon, Barnstable, Berkley, Bourne, Brewster, Bridgewater, Brockton, Buzzards Bay, Carver, Chatham, Dartmouth, Dennis, Dighton, Duxbury, East Bridgewater, Eastham, Easton, Fairhaven, Fall River, Falmouth, Freetown, Halifax, Hanover, Hanson, Harwich, Holbrook, Kingston, Lakeville, Manomet, Mansfield, Marion, Marshfield, Mashpee, Mattapoisett, Middleboro, New Bedford, North Abington, North Easton, Norton, Norwell, Onset, Orleans, Otis Air Base, Pembroke, Plainville, Plymouth, Plympton, Provincetown, Randolph, Raynham, Rehoboth, Rochester, Rockland, Sagamore, Sandwich, Scituate, Somerset, South Easton, Stoughton, Swansea, Taunton, Tisbury, Truro, Wareham, Wellfleet, West Bridgewater, Westport, Whitman, Yarmouth, plus Nantucket, Martha's Vineyard and all Islands.

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 area under the Davis-Bacon Act to which the Agreement applies.

"DAVIS-BACON FRINGE BENEFIT SUMMARY"

1. STATE(S): MASSACHUSETTS

COUNTY or AREA:

All of Bristol County (Except Attleboro, N. Attleboro & Seekonk). Barnstable, Dukes & Nantuckets Counties. Norfolk County, Plymouth County (Excluding Hingham & Hull Townships). All State and Federal Waters that are within or are part of above counties (Excluding waters adjacent to Hingham & Hull townships).

2	3	4		F	G	H	I	J
CLASSIFICATION	EFFECTIVE DATES	BASIC HOURLY WAGE		Health & Welfare	3% NEBF	Apprentice Training	Local Pension	Annuity
Wireman	(a) 9-1-16	(a) \$39.21	Employer Contribution	\$8.90/Hr	3%	2.75%	22%	\$1.70/Hr
Wireman	(b) 9-1-17	(b) \$39.81	Employer Contribution	\$9.15/Hr	3%	2.75%	22.48%	\$1.75/Hr
Wireman	(c) 3-1-18	(c) \$40.42	Employer Contribution	\$9.40/Hr	3%	2.75%	23.24%	\$1.75/Hr
Wireman	(d) 9-1-18	(d) \$41.03	Employer Contribution	\$9.65/Hr	3%	2.75%	23.80%	\$1.75/Hr
Wireman	(e) 3-1-19	(e) \$41.64	Employer Contribution	\$9.90/Hr	3%	2.75%	24.39%	\$1.75/Hr
Wireman	(f) 9-1-19	(f) \$42.26	Employer Contribution	\$10.15/Hr	3%	2.75%	24.90%	\$1.75/Hr
Wireman	(g) 3-1-20	(g) \$42.87	Employer Contribution	\$10.40/Hr	3%	2.75%	25.43%	\$1.75/Hr
	(h)	(h)	Employer Contribution					
	(i)	(i)	Employer Contribution					
	(j)	(j)	Employer Contribution					
	(k)	(k)	Employer Contribution					
5 ARE FUNDS FORMALLY ESTABLISHED FOR A, B, C, D, & E?				Yes	Yes	Yes	Yes	Yes
6 ARE PLANS REPORTABLE UNDER THE "DISCLOSURE ACT" FOR A, B, ETC?				Yes	Yes	Yes	Yes	Yes
7 List the AGREEMENT REFERENCE of the fringe benefits cited.			ARTICLE	VI	VI	V	VI	VI
			SECTION	6.02(a)	6.01	5.16	6.03	6.04
			PARAGRAPH	1	1	1	1	1
			PAGE	23	22	22	23	24
8 WHAT WAGE WILL THE EMPLOYEE PAY FED. & STATE TAXES IN COL 4 ABOVE?				(a) \$39.21	(b) \$39.81	(c) \$40.42	(d) \$41.03	(e) \$41.64
				(f) \$42.26	(g) \$42.87	(h) _____	(i) _____	(j) _____
				(k) _____				

9 R.I. & S. E. Mass. Chapter, NECA
Contractor or Association

By: Daniel J. Nappi

Title: Chapter Manager

Date: 9-25-17

10 IBEW Local Union . 223

By: David W. Fenton

Title: Business Manager

Date: 9-25-17

**PREPARE IN TRIPLICATE. Send original and one copy to the I.O. Attach one (1) copy of your agreement.
(FOR INSTRUCTIONS IN PREPARING THIS FORM: See page 1)**

**IBEW LOCAL UNION 223
INSIDE PRINCIPAL**

SCOPE OF WORK

The assembling, construction, installation or erection, repair or maintenance of all materials, equipment, apparatus and appliances required in the production of electricity and its effects. The operation, inspection and supervision of all electrical equipment, apparatus, appliances, or devices by which the energy known as electricity is generated, utilized and controlled. All electrical signs and street electrical decorations when no messenger or guy wire is necessary for support. The installation, construction, inspection, operation, maintenance and repair of all electrical work in isolated plants and within property lines of any given property. Renewable electrical energy sources such as solar photovoltaic, geothermal, wind, biomass, wave, etc., and other distributed energy installations such as fuel cells, microturbines, etc. In addition, all work considered as electrical work under the General Laws of the Commonwealth or regulations promulgated thereunder is covered by the terms of this agreement.

**IBEW LOCAL UNION 223
INSIDE AGREEMENT
9-1-17 TO 8-31-2020**

CLASSIFICATIONS/WAGES

Section 3.05. The minimum hourly rate of wages shall be as follows:

EFFECTIVE	<u>9-1-17</u>	<u>3-1-18</u>	<u>9-1-18</u>	<u>3-1-19</u>	<u>9-1-19</u>	<u>3-1-20</u>
JOURNEYMAN WIREMAN	\$39.81	\$40.42	\$41.03	\$41.64	\$42.26	\$42.87
Health & Welfare (Per Hour)	9.15	9.40	9.65	9.90	10.15	10.40
Local Pension (% of Gross)***	8.95	9.38	9.76	10.15	10.52	10.90
Deferred Income (Per Hour)	1.75	1.75	1.75	1.75	1.75	1.75
J A T F (2.75% of Gross Wages)	1.09	1.11	1.13	1.14	1.16	1.18
S.E. Mass. Electrical LMCT (3% of Gross Wages)	1.19	1.21	1.23	1.25	1.27	1.29
N E B F (3% of Gross Wages)	1.19	1.21	1.23	1.25	1.27	1.29
L M C C (\$.10 Per Hour)	.10	.10	.10	.10	.10	.10
Administrative Maint. Fund (AMF)	.05	.05	.05	.05	.05	.05
Subtotal	\$63.28	\$64.63	\$65.93	\$67.23	\$68.53	\$69.83
N E I F (1% of Gross Wages If Applicable)	.40	.40	.41	.42	.42	.43
TOTAL	\$63.68	\$64.98	\$66.29	\$67.60	\$68.90	\$70.21

*** See Article VI, Section 6.03 for Pension Percentage Breakdowns for Journeymen.

FOREMAN	10% ABOVE THE JOURNEYMAN WIREMAN RATE
GENERAL FOREMAN	20% ABOVE THE JOURNEYMAN WIREMAN RATE
WELDER	10% ABOVE THE JOURNEYMAN WIREMAN RATE
ELECTRIC CRANE OPERATOR	10% ABOVE THE JOURNEYMAN WIREMAN RATE

LOCAL PENSION

Section 6.03. It is mutually agreed between the parties hereto that the Employer will contribute the following amount to the Trustees of the Local Pension Fund, established by Declaration of Trust dated January 1, 1963, as amended, by Local Union No. 223 I.B.E.W. and the Rhode Island and Southeast Massachusetts Chapter, NECA, and will remit such amount on or before the fifteenth (15th) of the month immediately following the month in which the work was performed:

These percentages are for total gross wages paid for all Journeyman Wireman

<u>9-1-17</u>	<u>3-1-18</u>	<u>9-1-18</u>	<u>3-1-19</u>	<u>9-1-19</u>	<u>3-1-20</u>
22.48%	23.24 %	23.80%	24.39%	24.90%	25.43%

**IBEW LOCAL UNION 223
APPRENTICE WIREMAN – TEN (10) PERIODS
SEPTEMBER 1, 2017 TO AUGUST 31, 2020**

1st & 2nd Step Package

First Step 40%
Second Step 42%

JATC 2.75%
SEMTF 3%
NEBF 3%
LMCC .10

3rd Step Package

Third Step 45%

Health Ins. \$9.15 Per Hour
JATC 2.75%
SEMTF 3%
NEBF 3%
LMCC .10
AMF .05

Health Insurance Increase 3-1-18 \$9.40 Per Hour
Health Insurance Increase 9-1-18 \$9.65 Per Hour
Health Insurance Increase 3-1-19 \$9.90 Per Hour
Health Insurance Increase 9-1-19 \$10.15 Per Hour
Health Insurance Increase 3-1-20 \$10.40 Per Hour

****See Article VI, Section, Section 6.03 for Pension Percentages for Apprentices

***See Article VI, Section 6.04 for Deferred Income Amounts for Apprentices

No less than 750 hours shall constitute a six-month OJT increment period.

4th to 10th Step Package

Fourth Step 48%
Fifth Step 50%
Sixth Step 55%
Seventh Step 60%
Eighth Step 65%
Ninth Step 70%
Tenth Step 75%

Health Ins. \$9.15 Per Hour
Pension % of Gross Wage****
Def. Inc. Per Hour***
JATF 2.75%
SEMTF 3%
NEBF 3%
LMCC .10

LOCAL PENSION

Section 6.03. It is mutually agreed between the parties hereto that the Employer will contribute the following amount to the Trustees of the Local Pension Fund, established by Declaration of Trust dated January 1, 1963, as amended, by Local Union No. 223 I.B.E.W. and the Rhode Island and Southeast Massachusetts Chapter, NECA, and will remit such amount on or before the fifteenth (15th) of the month immediately following the month in which the work was performed:

These percentages are for total gross wages paid for all Apprentices

	<u>9-1-17</u>	<u>3-1-18</u>	<u>9-1-18</u>	<u>3-1-19</u>	<u>9-1-19</u>	<u>3-1-20</u>
Step	%					
4	12.83%	13.93%	15.44%	16.61%	17.76%	18.86%
5	12.77%	13.96%	15.12%	16.01%	17.09%	18.16%
6	12.66%	13.73%	14.80%	15.82%	16.79%	17.77%
7	12.57%	13.53%	14.52%	15.46%	16.37%	17.23%
8	12.48%	13.40%	14.29%	15.15%	15.99%	16.80%
9	12.38%	13.23%	14.04%	14.82%	15.62%	16.337%
10	12.34%	13.10%	13.69%	14.42%	15.16%	15.84%

Note: First, Second and Third Step Apprentices will not receive this contribution.

DEFERRED INCOME

Section 6.04. It is mutually agreed between the parties hereto that the Employer will contribute the following amount to the Trustees of the Deferred Income Plan & Trust, established by a Declaration of Trust dated September 1, 1988, by Local Union No. 223 I.B.E.W. and the Rhode Island and Southeast Massachusetts Chapter, NECA, and will remit such amount on or before the fifteenth (15th) of the month immediately following the month in which the work was performed.

\$1.75 Per Hour based on hours actually worked for Journeyman Wiremen

\$.72 Cents Per Hour Worked for Fourth (4th) Step Apprentices

\$.73 Cents Per Hour Worked for Fifth (5th) through Eighth (8th) Step Apprentices

\$.74 Cents Per Worked Hour for Ninth (9th) and Tenth (10th) Step Apprentices

Note: First, Second and Third Step Apprentices will not receive this contribution.



TELECOMMUNICATIONS
AGREEMENT

and

WORKING RULES

Governing the
ELECTRICAL INDUSTRY OF
SOUTHEAST MASS. & VICINITY

Between

ELECTRICAL WORKERS UNION
LOCAL 223, IBEW

and

RHODE ISLAND AND SOUTHEAST
MASSACHUSETTS CHAPTER,
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION, INC.

September 1, 2017 to August 31, 2020

"DAVIS-BACON FRINGE BENEFIT SUMMARY"1. STATE(S): MASSACHUSETTS

COUNTY or AREA:

All of Bristol County (Except Attleboro, N. Attleboro & Seekonk). Barnstable, Dukes & Nantucket Counties. Norfolk County, Plymouth County (Excluding Hingham & Hull Townships). All State and Federal Waters that are within or are part of above counties (Excluding waters adjacent to Hingham & Hull townships).

2	3	4		F	G	H	I	J
CLASSIFICATION	EFFECTIVE DATES	BASIC HOURLY WAGE		Health & Welfare	3% NEBF	Apprentice Training	Local Pension	Annuity
Technician	(a) 9-1-16	(a) \$33.33	Employer Contribution	\$8.90/Hr	3%	2.75%	22%	\$1.45/Hr
Technician	(b) 9-1-17	(b) \$33.78	Employer Contribution	\$9.15/Hr	3%	2.75%	22.63%	\$1.50/Hr
Technician	(c) 3-1-18	(c) \$34.27	Employer Contribution	\$9.40/Hr	3%	2.75%	23.14%	\$1.50/Hr
Technician	(d) 9-1-18	(d) \$34.76	Employer Contribution	\$9.65/Hr	3%	2.75%	23.80%	\$1.50/Hr
Technician	(e) 3-1-19	(e) \$35.25	Employer Contribution	\$9.90/Hr	3%	2.75%	24.35%	\$1.50/Hr
Technician	(f) 9-1-19	(f) \$35.78	Employer Contribution	\$10.15/Hr	3%	2.75%	24.83%	\$1.50/Hr
Technician	(g) 3-1-20	(g) \$36.27	Employer Contribution	\$10.40/Hr	3%	2.75%	25.34%	\$1.50/Hr
	(h)	(h)	Employer Contribution					
	(i)	(i)	Employer Contribution					
	(j)	(j)	Employer Contribution					
	(k)	(k)	Employer Contribution					
5 ARE FUNDS FORMALLY ESTABLISHED FOR A, B, C, D, & E?				Yes	Yes	Yes	Yes	Yes
6 ARE PLANS REPORTABLE UNDER THE "DISCLOSURE ACT" FOR A, B, ETC?				Yes	Yes	Yes	Yes	Yes
7 List the AGREEMENT REFERENCE of the fringe benefits cited.			ARTICLE	VI	VI	V	VI	VI
			SECTION	6.02(a)	6.01	5.14	6.03	6.04
			PARAGRAPH	1	1	1	1	1
			PAGE	18	18	18	19	19
8 WHAT WAGE WILL THE EMPLOYEE PAY FED. & STATE TAXES IN COL 4 ABOVE?				(a) \$33.33	(b) \$33.78	(c) \$34.27		
				(d) \$34.76	(e) \$35.25	(f) \$35.78	(g) \$36.27	(h) _____
					(i) _____	(j) _____	(k) _____	

9 R.I. & S.E. Mass. Chapter, NECA
Contractor or Association

By: Daniel J. Nappi Title: Chapter Manager

[Signature] Date: 9-25-17

10 IBEW Local Union 223

By: David W. Fenton Title: Business Manager

[Signature] Date: 9-25-17

PREPARE IN TRIPLICATE. Send original and one copy to the I.O. Attach one (1) copy of your agreement. (FOR INSTRUCTIONS IN PREPARING THIS FORM: See page 1)

**IBEW LOCAL 223
TELECOMMUNICATON AGREEMENT**

Scope

The work covered by this agreement shall include the installation, testing, service, and maintenance of all Voice Data Video systems which utilize the transmission and/or transference of voice, sound, vision, or digital.

I. This agreement specifically includes, but is not limited to the following work:

- Radio
- Television
- Video
- Recording Voice
- Sound
- Nurse Calls
- Emergency Call
- Visual Production
- Telecommunication Systems
- Data Systems
- Fire Alarm Systems (testing, service, and maintenance only – see paragraph F, below)
- Security Systems (see Paragraph H, below)

II. The scope of work covered by this agreement is subject to the following clarifications and exclusions:

A. All metallic and non-metallic conduit work, exclusive of sleeves and limited incidental runs of conduit, shall be excluded from the Telecommunication Agreement.

B. All work covered by Massachusetts General Laws that pertain to licensing of electrical work, including but not limited to lights, power, both normal and emergency, including battery backup systems to the first point of connection within the defined area of computer rooms, communications rooms, equipment rooms, PBX rooms and telecommunications Agreement. Battery backup Systems that are portable ion nature or an integral part of the equipment shall be covered by Telecommunications Agreement.

C. Plastic raceways (excluding pvc conduit and multi-use surface mounted raceways) designed specifically and exclusively for systems covered under the Telecommunications Agreement shall be the work of the Technician.

D. The installation of cable tray and ladder-rack designed specifically and exclusively for systems covered under the Telecommunications Agreement within computer rooms, communication equipment rooms, PBX rooms and termination closets, shall be the work of the Technician.

E. Energy Management Systems are excluded from the Telecommunications Agreement.

F. The installation of Fire Alarm Systems is excluded from the Telecommunications Agreement.

G. All fiber optic and other cable and associated used exclusively for the control of electrical light, heat, and power shall be excluded from the Telecommunication Agreement.

H. The installation of pipe, wire and mounting of field devices for security systems installed in new buildings or projects that to be bid under the base bid for electrical, shall be done under the wages and fringe benefits set forth in the Principal Bargaining Agreement between Rhode Island and Southeastern Massachusetts chapter of NECA and Local 223 IBEW.

I. Nothing contained in this "Scope" or any other section of this agreement shall prevent a contractor who is signatory to the inside Agreement from performing Voice Data Video under the terms and conditions of the Inside Agreement.

**IBEW LOCAL UNION 223
TELECOMMUNICATION AGREEMENT**

CLASSIFICATION/WAGES

Section 3.05(a). The minimum hourly rate of wages shall be as follows:

	<u>9-1-17</u>	<u>3-1-18</u>	<u>9-1-18</u>	<u>3-1-19</u>	<u>9-1-19</u>	<u>3-1-20</u>
TECHNICIAN	\$33.78	\$34.27	\$34.76	\$35.25	\$35.78	\$36.27
Health & Welfare (Per Hour)	9.15	9.40	9.65	9.90	10.15	10.40
Local Pension (% of Gross)***	7.61	7.93	8.27	8.58	8.88	9.19
Deferred Income (Per Hour)	1.50	1.50	1.50	1.50	1.50	1.50
JATF (2.75% of Gross Wages)	.93	.94	.95	.97	.98	1.00
S. E. Mass. Electrical Trust Fund (3% of Gross Wages)	1.01	1.03	1.04	1.06	1.07	1.09
NEBF (3% of Gross Payroll)	1.01	1.03	1.04	1.06	1.07	1.09
LMCC (\$.10 Per Hour)	.10	.10	.10	.10	.10	.10
Administrative Maint. Fund (AMF)	.05	.05	.05	.05	.05	.05
Subtotal	\$55.14	\$56.25	\$57.36	\$58.47	\$59.58	\$60.69
NEIF (1% of Gross Payroll if Applicable)	.34	.34	.35	.35	.36	.36
Total	\$55.48	\$56.59	\$57.71	\$58.82	\$59.94	\$61.05

LOCAL PENSION

Section 6.03. It is mutually agreed between the parties hereto that the Employer will contribute the following amount to the Trustees of the Local Pension Fund, established by Declaration of Trust dated January 1, 1963, as amended, by Local Union No. 223 I.B.E.W. and the Rhode Island and Southeast Massachusetts Chapter, NECA, and will remit such amount on or before the fifteenth (15th) of the month immediately following the month in which the work was performed:

These Percentages are for total gross wages paid for all Technicians

<u>9-1-17</u>	<u>3-1-18</u>	<u>9-1-18</u>	<u>3-1-19</u>	<u>9-1-19</u>	<u>3-1-20</u>
22.63%	23.14%	23.80%	24.35%	24.83%	25.34%

**IBEW LOCAL UNION 223
TELECOMMUNICATION AGREEMENT**

**APPRENTICE WIREMAN – TEN (10) PERIODS
SEPTEMBER 1, 2017 TO AUGUST 31, 2020**

1st & 2nd Step Package

First Step 40%
Second Step 42%

JATC 2.75%
SEMTF 3%
NEBF 3%
LMCC .10

3rd Step Package

Third Step 45%

Health Ins. \$9.15 Per Hour
JATC 2.75%
SEMTF 3%
NEBF 3%
LMCC .10

Health Insurance Increase 3-1-18 \$9.40 Per Hour
Health Insurance Increase 9-1-18 \$8.65 Per Hour
Health Insurance Increase 3-1-18 \$9.90 Per Hour
Health Insurance Increase 9-1-19 \$10.15 Per Hour
Health Insurance Increase 3-1-20 \$10.40 Per Hour

****See Article VI, Section 6.03 for Pension Percentages for Apprentices

****See Article VI, Section 6.04 for Deferred Income Amounts for Apprentices

No less than 750 hours shall constitute a six-month OJT increment period.

4th to 10th Step Package

Fourth Step 48%
Fifth Step 50%
Sixth Step 55%
Seventh Step 60%
Eighth Step 65%
Ninth Step 70%
Tenth Step 75%

Health Ins. \$9.15 Per Hour
Pension % of Gross Wages****
Def. Inc. Per Hour***
JATF 2.75%
SEMTF 3%
NEBF 3%
LMCC .10

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These percentages are for total gross wages paid for all Apprentices

	<u>9-1-17</u>	<u>3-1-18</u>	<u>9-1-18</u>	<u>3-1-19</u>	<u>9-1-19</u>	<u>3-1-20</u>
<u>Step</u>	<u>%</u>					
4	12.83%	13.93%	15.44%	16.61%	17.76%	18.86%
5	12.77%	13.96%	15.12%	16.01%	17.09%	18.16%
6	12.66%	13.73%	14.80%	15.82%	16.79%	17.77%
7	12.57%	13.53%	14.52%	15.46%	16.37%	17.23%
8	12.48%	13.40%	14.29%	15.15%	15.99%	16.80%
9	12.38%	13.23%	14.04%	14.82%	15.62%	16.337%
10	12.34%	13.10%	13.69%	14.42%	15.16%	15.84%

Note: First, Second and Third Step Apprentices will not receive this contribution

DEFERRED INCOME

Section 6.04. It is mutually agreed between the parties hereto that the Employer will contribute the following amount to the Trustees of the Deferred Income Plan & Trust, established by a Declaration of Trust dated September 1, 1988, by Local Union No. 223 I.B.E.W. and the Rhode Island and Southeast Massachusetts Chapter, NECA, and will remit such amount on or before the fifteenth (15th) of the month immediately following the month in which the work was performed.

\$.72 Cents Per Hour for Fourth (4th) Step Apprentices
 \$.73 Cents Per Hour Worked for Fifth (5th) through Eighth (8th) Step Apprentices
 \$.74 Cents Per Hour Worked for Ninth (9th) and Tenth (10th) Step Apprentices