VOICE-DATA-VIDEO AGREEMENT

August 18, 2014 through May 31, 2017

By and Between

IBEW Local Union No. 96
And
Central Mass. Chapter NECA Incorporated

2014-08-18 to 2017-05-31 I.B.E.W. Local 96 VDV CBA-Scope of Work

SCOPE

All installation, operation, inspection, maintenance, repair and service of radio, television, video, recording voice, sound, nurse calls, emergency call, microwave and visual production and reproduction apparatus, equipment and appliances used for domestic, commercial education and entertainment purposes; all installation and erection of equipment, apparatus or appliance, cables, fiber optics and/or wire, emergency power (batteries) and all directly related work which becomes an integral part of telecommunication and/or telecommunications related systems repair and service maintenance work of telecommunication system and devices including, but not limited to, Private Branch Exchanges (PBX/PABX), Key equipment and associated devices, PCM, TI and/or telephone related systems customer-owned or employer-owned. The installation, repair, maintenance and operation of holdup alarm, burglar alarm surveillance systems. CCTV, CATV, card access, Systems RS 232 Ethernet and/or any local area network system associated with computer installation. Workers under this agreement shall be allowed to install any and all raceway up to ten (10) feet in length associated with their scope of work on all jobs, public and private, and up to 12' (feet) of cable tray in communication rooms or closets only.

The Employer further recognizes that the scope of work of the Agreement as it applies in the Second District of the IBEW is not limited to but does govern the performance of tasks and jobs by the Employer and its employees which are inherently power limited as defined by the National and State Electrical Code.

When any dispute arises concerning the questions of assignment of work jurisdiction or the several categories of work described herein, any ruling made by the Second District Vice President shall be accepted and put into effect.

This Agreement shall, in no way, affect the jurisdiction of work presently performed under the Inside Wireman's Agreement between IBEW Local Union 96 and Central Mass. Chapter N.E.C.A. Inc.

2014-08-18 to 2017-05-31 I.B.E.W. Local 96 VDV CBA-Geographical Area

SECTION 3.08. Geographical Area

"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 the IBEW Second District except the geographical jurisdiction of Local Union 103.

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.

I.B.E.W. Local 96 VDV Agreement 8/18/2014 – 5/31/2017-Wages

SECTION 4.03. Classification/Wages
The minimum hourly rate of wages shall be as follows:

HOURLY WAGE RATES FOR:	8/18/2014	12/1/2014	6/1/2015	12/1/2015	6/1/2016	12/1/2016
Voice Data Video Technician	26.19	26.25	26.83	27.17	*V.D.V. Technician Total Wage & Benefit Package to equal 73% of Inside Wiremen for same period.	*VDV Technician Total Wage & Benefit Package to equal 73% of Inside Wiremen for same period
VDV Crew Leader	27.50	27.56	28.17	28.53		
VDV Foreman	28.81	28.88	29.51	29.89		
VDV General Foreman	31.69	31.77	32.46	32.88		
VDV Project Foreman	33.13	33.21	33.94	34.37		
VDV CREW LEADER	5% above Voice Data Video Technician's hourly rate					
VDV FOREMAN	10% above Voice Data Video Technician's hourly rate					
VDV GENERAL FOREMAN	10% above VDV Foreman's hourly rate					
VDV PROJECT FOREMAN	15% above VDV Foreman's hourly rate					

2014-08-18 to 2017-05-31 I.B.E.W. Local 96 VDV CBA-Apprentices

SECTION 4.03. Classification/Wages

APPRENTICES – Apprentices shall receive, based upon their hours of employment, the applicable percentage rate of the technician's hourly rate in accordance with the following schedule:

HOURS OF EMPLOYMENT	**8/18/2014**	**12/1/2014**	**6/1/2015**	*12/1/2015*	*6/1/2016*	*12/1/2016*	*HOURLY RATE OF* **WAGES BASED UPON**
0 to 999 HRS	13.10	13.13	13.42	13.59	TBD	TBD	50 % of technician's hourly rate
1,000 to 1,999 HRS	14.40	14.44	14.76	14.94	TBD	TBD	55 % of technician's hourly rate
2,000 to 2,999 HRS	15.71	15.75	16.10	16.30	TBD	TBD	60 % of technician's hourly rate
3,000 to 3,999 HRS	17.02	17.06	17.44	17.66	TBD	TBD	65 % of technician's hourly rate
4,000 to 4,999 HRS	18.33	18.38	18.78	19.02	TBD	TBD	70 % of technician's hourly rate
5,000 to 5,999 HRS	19.64	19.69	20.12	20.38	TBD	TBD	75 % of technician's hourly rate
6,000 to 6,999 HRS	20.95	21.00	21.46	21.74	TBD	TBD	80 % of technician's hourly rate
7,000 to 7,999 HRS	22.26	22.31	22.81	23.09	TBD	TBD	85 % of technician's hourly rate

SECTION 5.12. Apprentice Ratio

Each job site shall be allowed a ratio of 1 apprentice(s) for every 1 Voice-Data-Video Technician.

The first person assigned to any job site shall be a Voice-Data-Video Technician.

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 6.01. NEBF

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 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 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 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 this Agreement.

2014-08-18 to 2017-05-31 I.B.E.W. Local 96 VDV CBA-Health & Welfare

SECTION 6.02. Health & Welfare Fund, IBEW Local 96
The Employer agrees to contribute to the Health & Welfare Fund, IBEW Local 96 for all workers covered by this Agreement the following contribution amount for each hour worked:

RESPECTIVE EFFECTIVE DATES

8/18/2014	12/1/2014	6/1/2015	12/1/2015	6/1/2016	12/1/2016
7.91	8.16	8.16	8.41	TBD	TBD

This Fund is to be administered by a Board of Trustees appointed by the parties to this Agreement under a legally approved Trust Agreement.

All payments to the Health & Welfare Fund IBEW Local 96 are due monthly no later than the fifteenth (15th) of the month following the incurring of the obligation. Employers who are delinquent in their payments shall be subject to the termination of this Agreement after two (2) days' written notice is served by the Union; Saturdays, Sundays and holidays excepted; provided the Employer fails to produce substantial proof that the delinquent payments have been made.

SECTION 6.03. Pension Fund Local 96-IBEW
The Employer agrees to contribute to the Pension Fund Local 96-IBEW for all workers covered by this Agreement the following contribution amount for each hour worked:

RESPECTIVE EFFECTIVE DATES

8/18/2014	12/1/2014	6/1/2015	12/1/2015	6/1/2016	12/1/2016
7.53	7.75	8.17	8.17	TBD	TBD

Apprentices' – Pension hourly contribution amounts shall commence upon completion of 1,999 hours of employment and completion of the first year of the apprenticeship program.

This Fund is to be administered by a Board of Trustees appointed by the parties to this Agreement under a legally approved Trust Agreement.

All payments to the Pension Fund Local 96-IBEW are due monthly no later than the fifteenth (15th) of the month following the incurring of the obligation.

Employers who are delinquent in their payments shall be subject to the termination of this Agreement after two (2) days' written notice is served by the Union; Saturdays, Sundays and holidays excepted; provided the Employer fails to produce substantial proof that the delinquent payments have been made.

SECTION 6.04. Annuity Fund Local 96-IBEW
The Employer agrees to contribute to the Annuity Fund Local 96-IBEW for all workers covered by this Agreement the following contribution amount for each hour worked:

RESPECTIVE EFFECTIVE DATES

8/18/2014	12/1/2014	6/1/2015	12/1/2015	6/1/2016	12/1/2016
2.46	2.46	2.46	2.46	TBD	TBD

Apprentices' – Annuity hourly contribution amounts shall equal the contribution rate of the Technician's and will commence upon the first hour of employment.

This Fund is to be administered by a Board of Trustees appointed by the parties to this Agreement under a legally approved Trust Agreement.

All payments to the Annuity Fund Local 96-IBEW are due monthly no later than the fifteenth (15th) of the month following the incurring of the obligation.

Employers who are delinquent in their payments shall be subject to the termination of this Agreement after two (2) days' written notice is served by the Union; Saturdays, Sundays and holidays excepted; provided the Employer fails to produce substantial proof that the delinquent payments have been made.

ARTICLE XIII
ELIGIBILTY – SIGNATURE

SECTION 13.01. Eligibility
In order to be considered eligible to work under the terms of this Agreement, an Employer must be current on all of its contractual obligations for wages, contributions to NEBF, Health & Welfare, Pension and all other required contributions.

SECTION 13.02. Signature
The parties signatory to this Voice Data Video Agreement agree that for all work performed under said Agreement within the jurisdiction defined herein, they will adhere to the terms and conditions as set forth herein and/or subsequently notified.

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions 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.

SIGNED FOR THE WORCESTER DIVISION CENTRAL MASS. CHAPTER NATIONAL ELECTRICAL CONTRACTORS ASSN. INC.

J. David Keaney

Susan Mailman

Samuel Ostrow

SIGNED FOR LOCAL UNION NO. 96 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Dean A. Urtz

Robert M. Fields

Leo E. Miller, Jr.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Wage and Fringe Benefit Statement

We, the undersigned parties, hereby certify that the wages and fringe benefits listed below are currently being paid, or will be paid to employees represented by the affiliate of the AFL-CIO, named below under existing collective bargaining agreements.

August 18, 2014
Effective date of Agreement

December 1, 2014
Effective Date of Wages and/or Fringes

May 31, 2017
Expiration Date of Agreement

District Council or

Local Union Name and Number: IBEW Local 96

Address: 242 Mill Street, Worcester, MA 01602

Geographic Area of District Council or Local Union (list counties and/or portions of counties):
Worcester County (excluding Warren) and **Middlesex County** (Partial) including: Ashby, Ashland, Ayer, Devens, Groton, Hopkinton, Hudson, Marlborough, Pepperell, Shirley, Stow, and Townsend.

List all Classifications. If necessary, attach another sheet.	Wage Rates Less Fringes:
Voice-Data-Video Technician	$26.25

Apprenticeship Rates:

Periods of Increase: 8

Percentage of VDV Rate:

50%: $13.13	**70%:** $18.38
55%: $14.44	**75%:** $19.69
60%: $15.75	**80%:** $21.00
65%: $17.06	**85%:** $22.31

Show Fringe Benefits (If none, state "none").

Fringe Benefit Payments:	Health & Welfare	Pension	Vacation	Apprentice Training	Other
Contribution by Employer:	$8.16	$11.00	none	$0.50	none
Contribution by Employee:	none	none	none	none	none

Union Representative:
Leo E. Miller, Jr.
IBEW Local 96
Buisness Manager

Contractor Representative:
J. David Keaney
Central MA Chapter NECA, Inc.
Chapter Manager

Worksheet for reporting Journeyworker & Apprentice Wages

COMPLETE ONLY THE GRAY SHADED CELLS BLUE SHADED CELLS POPULATE AUTOMATICALLY

Union Name		IBEW 96 - VOICE DATE VIDEO TECH						Zone or Area			
Effective Date		12/1/2014									
Prevailing Wage Rate (Journeyworker)											
Effective Date		12/1/14									
Journeyworker Base Wage	→	$26.25									
	+										
Health and Welfare		$8.16									
	+										
Total Pensions		$8.54									
Annuity		$2.46									
	+										
Supplemental Unemployment	→										
Total Journeyworker Rate	=	$45.41	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Prevailing Wage Rate (Apprentice)											
Apprentice Step	→	1	2	3	4	5	6	7	8	9	10
Journeyworker Base Wage		$ 26.25	$ 26.25	$ 26.25	$ 26.25	$ 26.25	$ 26.25	$ 26.25	$ 26.25	$ 26.25	$ 26.25
Apprentice step percentage	→	50.00%	55.00%	60.00%	65.00%	70.00%	75.00%	80.00%	85.00%		
Apprentice Base Wage	=	$ 13.13	$ 14.44	$ 15.75	$ 17.06	$ 18.38	$ 19.69	$ 21.00	$ 22.31	$ -	$ -
Apprentice Health & Welfare		$ 8.16	$ 8.16	$ 8.16	$ 8.16	$ 8.16	$ 8.16	$ 8.16	$ 8.16		
				.47 + 7.75							
Apprentice Total Pension		$ 0.39	$ 0.43	$ 8.22	$ 8.26	$ 8.30	$ 8.34	$ 8.38	$ 8.42		
Apprentice Annuity		$ 2.46	$ 2.46	$ 2.46	$ 2.46	$ 2.46	$ 2.46	$ 2.46	$ 2.46		
Apprentice Supplemental UI	→										
Total Apprentice Rate	=	$ 24.14	$ 25.49	$ 34.59	$ 35.94	$ 37.30	$ 38.65	$ 40.00	$ 41.35	$ -	$ -