

**VOICE-DATA-VIDEO AGREEMENT**

**June 1, 2017 through May 31, 2020**

**By and Between**

**IBEW Local Union No. 96**

**And**

**Central Mass. Chapter NECA Incorporated**

## 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.

### 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.

### SECTION 4.03. Classification/Wages

The minimum hourly rate of wages shall be as follows:

| <b>RESPECTIVE EFFECTIVE DATES</b> |                        |                         |                        |                         |                        |
|-----------------------------------|------------------------|-------------------------|------------------------|-------------------------|------------------------|
| <b>HOURLY WAGE RATES FOR:</b>     | <b><u>6/1/2017</u></b> | <b><u>12/1/2017</u></b> | <b><u>6/1/2018</u></b> | <b><u>12/1/2018</u></b> | <b><u>6/1/2019</u></b> |
| Voice Data Video Technician       | \$28.78                | \$29.04                 | \$29.72                | \$29.87                 | \$31.55                |
| VDV Crew Leader                   | \$30.22                | \$30.49                 | \$31.21                | \$31.36                 | \$33.13                |
| VDV Foreman                       | \$31.66                | \$31.94                 | \$32.69                | \$32.86                 | \$34.71                |
| VDV General Foreman               | \$34.83                | \$35.13                 | \$35.96                | \$36.15                 | \$38.18                |

|                     |   |         |         |         |         |
|---------------------|---|---------|---------|---------|---------|
| VDV Project Foreman | \$36.41   | \$36.73 | \$37.59 | \$37.79 | \$39.92 |
| 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                 |         |         |         |         |

**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:

| <u>HOURS OF EMPLOYMENT</u> | <u>6/1/2017</u> | <u>12/1/2017</u> | <u>6/1/2018</u> | <u>12/1/2018</u> | <u>6/1/2019</u> | <u>HOURLY RATE OF WAGES BASED UPON</u> |
|----------------------------|-----------------|------------------|-----------------|------------------|-----------------|--|
| 0 to 999 HRS               | 14.39           | 14.52            | 14.86           | 14.94            | 15.78           | 50 % of technician's hourly rate       |
| 1,000 to 1,999 HRS         | 15.83           | 15.97            | 16.35           | 16.43            | 17.35           | 55 % of technician's hourly rate       |
| 2,000 to 2,999 HRS         | 17.27           | 17.42            | 17.83           | 17.92            | 18.93           | 60 % of technician's hourly rate       |
| 3,000 to 3,999 HRS         | 18.71           | 18.88            | 19.32           | 19.42            | 20.51           | 65 % of technician's hourly rate       |
| 4,000 to 4,999 HRS         | 20.15           | 20.33            | 20.80           | 20.91            | 22.09           | 70 % of technician's hourly rate       |
| 5,000 to 5,999 HRS         | 21.59           | 21.78            | 22.29           | 22.40            | 23.66           | 75 % of technician's hourly rate       |
| 6,000 to 6,999 HRS         | 23.02           | 23.23            | 23.78           | 23.90            | 25.24           | 80 % of technician's hourly rate       |
| 7,000 to 7,999 HRS         | 24.46           | 24.68            | 25.26           | 25.39            | 26.82           | 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.

**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**

|                 |                  |                 |                  |                 |
|-----------------|------------------|-----------------|------------------|-----------------|
| <b>6/1/2017</b> | <b>12/1/2017</b> | <b>6/1/2018</b> | <b>12/1/2018</b> | <b>6/1/2019</b> |
| 9.43            | 9.57             | 9.82            | 10.07            | 10.07           |

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 (15<sup>th</sup>) 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**

|                 |                  |                 |                  |                 |
|-----------------|------------------|-----------------|------------------|-----------------|
| <b>6/1/2017</b> | <b>12/1/2017</b> | <b>6/1/2018</b> | <b>12/1/2018</b> | <b>6/1/2019</b> |
| 8.67            | 8.67             | 8.92            | 8.92             | 8.92            |

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 (15<sup>th</sup>) 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**

**6/1/2017**  
3.38

**12/1/2017**  
3.38

**6/1/2018**  
3.38

**12/1/2018**  
3.38

**6/1/2019**  
3.38

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 (15<sup>th</sup>) 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 XII  
CODE OF EXCELLENCE**

**SECTION 12.01. Code of Excellence**

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.

**ARTICLE XIII  
ELIGIBILITY - 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.

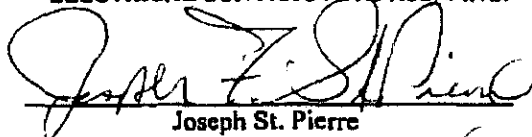
**SECTION 13.02. Signature**

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.

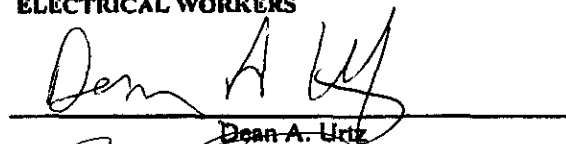
**SIGNED FOR THE WORCESTER DIVISION  
CENTRAL MASS. CHAPTER NATIONAL  
ELECTRICAL CONTRACTORS ASSN. INC.**

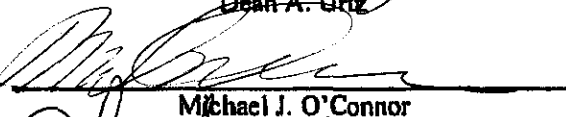
  
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Joseph St. Pierre

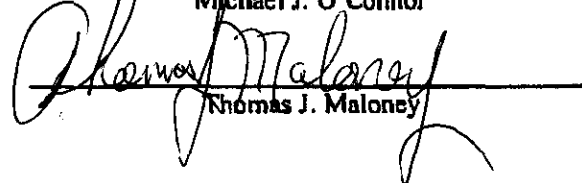
  
\_\_\_\_\_  
Susan Mailman

  
\_\_\_\_\_  
Samuel Ostrow

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

  
\_\_\_\_\_  
Dean A. Urtz

  
\_\_\_\_\_  
Michael J. O'Connor

  
\_\_\_\_\_  
Thomas J. Maloney

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