

# Joint Conference Committee For the Electrical Industry of Greater Boston

International Brotherhood of Electrical Workers • Local Union 103  
National Electrical Contractors Association • Boston Chapter



**TO:** All Signatory Contractors  
Local 103, IBEW and Boston Chapter, NECA  
**FROM:** Louis J. Antonellis, Business Manager, Local Union 103, IBEW  
Glenn W. Kingsbury, Executive Manager, Boston Chapter, NECA  
**SUBJECT:** Negotiations Settlement – Inside and Telecommunications Agreements  
**DATE:** August 26, 2019

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Local Union 103, IBEW and the Boston Chapter, NECA have reached a settlement in negotiations for the Inside Construction and Telecommunications Agreements. The settlement was ratified by our respective memberships at notified meetings held on August 22, 2019.

On September 1, 2019, the Journeyman Electrician Wage Rate will increase \$1.91, the JATC contribution will increase 3¢, and the NEBF (3% of Gross Wages) contribution will increase 6¢. For Telecom Technicians, the Wage Rate will increase \$1.43, the JATC contribution will increase 3¢ and the NEBF (3% of Gross Wages) contribution will increase 4¢. On March 1, 2020, the Journeyman Electrician Wage Rate will increase \$0.49, the Pension contribution will increase 25¢, the EILMCT contribution will increase 50¢ and the NEBF (3% of Gross Wages) contribution will increase 1¢. For Telecom Technicians, the Wage Rate will increase 37¢, the Pension contribution will increase 25¢, the EILMCT contribution will increase 37¢, and the NEBF (3% of Gross Wages) contribution will increase 1¢. Allocation of future increases will be made at least 30 days prior to the scheduled increase.

## SETTLEMENT

1. **Term of Agreement:** 4 years, September 1, 2019 to August 31, 2023  
(Applicable to both Inside and Telcom Agreements)

2. **Wage and Benefits:**

**Inside Wiremen:** \$13.00 total package over term of agreement (includes \$2.00 to the EILMCT)

9/1/19: +\$2.00	3/1/20: +\$1.25 (includes \$0.50 to EILMCT)
9/1/20: +\$1.50	3/1/21: +\$1.75 (includes \$0.50 to EILMCT)
9/1/21: +\$1.50	3/1/22: +\$1.75 (includes \$0.50 to EILMCT)
9/1/22: +\$1.50	3/1/23: +\$1.75 (includes \$0.50 to EILMCT)

**Telecom Technicians:** \$13.68 total package over term of agreement (includes \$1.82 to the EILMCT)

9/1/19: +\$1.50	3/1/20: +\$1.00
9/1/20: +\$1.13	3/1/21: +\$2.02
9/1/21: +\$1.85	3/1/22: +\$2.09
9/1/22: +\$1.93	3/1/23: +\$2.16

\*Note: The Technician Rate will increase to 80% of Inside Wiremen Rate (phased-in over term of Agreement), beginning 3/1/21, 76%; 9/1/21, 77%; 3/1/22, 78%; 9/1/22, 79%; 3/1/23, 80%. This increase applies to Wage Rates, Deferred Income, and EILMCT contributions. Health and Pension contributions remain at 100% of the applicable Inside contribution rate.

3. **Wage Payments – Direct Deposit** – Amend language in both Inside (6.8) and Telecommunications (Sec. 6.12) Agreements as follows:
  - (a) All Employees shall be paid by direct electronic deposits of wages on a weekly basis to the bank or credit union of the employee’s choice. In no case may more than three (3) day’s pay may be withheld.
  - (b) Statement of Wages – Employers shall be responsible for keeping all payroll records. Employees shall receive with their pay a statement showing their gross wages, hourly wages, hours worked, and all deductions and expenses.
  - (c) In case of layoff, employees shall be paid in full, receive their referral slip and released one (1) hour in advance of the regular quitting time. At time of layoff, the Employer may pay final wages with company check.
4. **Start-up and Commissioning** – Add new section to Inside Agreement as follows:

Start-up and Commissioning for Powerhouses, Wastewater Treatment Plants, and Industrial Plants under a project labor agreement.

  - All such work related to start-up, commissioning, pre and operational testing of equipment, machinery, and/or instruments, shall be done by employees under the terms of this agreement.
  - All such system turn-over work from construction to start-up/commissioning to final turn-over shall be done by employees under the terms of this agreement.
  - All warranty work no site shall be assisted by employees under the terms of this agreement.
  - All on-site bench testing, fabrication, calibration and handling of instruments and associated wiring, to the point of installation shall be done by employees under the terms of this agreement.
5. **Establish a Holiday and Vacation Fund:**

**Inside Agreement: Article IV, New Section**  
The Employer will deduct \$1.00 per hour from all Local 103 members and forward such amount to the IBEW Local 103 Holiday/Vacation account. Deductions for apprentices will be a percentage of the Journeyman deduction based on the percentages applicable for Deferred Income contributions. The Union will bear all costs of creating, accounting, auditing, and distributing of such funds.

**Telecommunications Agreement: Article IV, New Section**  
The Employer will deduct \$0.80 per hour from all Local 103 members and forward such amount to the IBEW Local 103 Holiday/Vacation account. Deductions for apprentices will be a percentage of the Technician deduction based on the percentages applicable for Deferred Income contributions. The Union will bear all costs of creating, accounting, auditing, and distributing of such funds.
6. **Welder language:** Amend welder pay language to the Inside Agreement as follows:

**Section 6.23** Any employee who is required to do certified welding and is rightly certified as a welder by the Employer, or his/her designee, will be paid **10 percent (10%)** per hour above the Journeyman's rate of pay. This section excludes tack welding, stud welding, and all non-certified welding.
7. **Change Shack:** Amend change shack language to the Inside Agreement as follows:

**Section 6.28** The Employer shall furnish a shack, trailer, room or arrange for similar location that has **heat, light, air conditioning/fan or similar ventilation** for the storage of tools, clothes and a place to eat lunch on all jobs exposed to the elements; unless mutually agreed that such a facility is not practical
8. **Working Assessment Deduction (Sec. 6.38f):** Update Inside Agreement working assessment to the current \$1.03 per hour.
9. **Telecommunications Agreement:** Rename the Telecommunications Agreement as follows:

**“Telecommunications and Integrated Building Systems” Agreement**

10. **Increase Technician Rate – Appendix A:** Increase the Technician Rate to 80% of Inside Wiremen Rate. The Technician Rate will increase to 80% of Inside Wiremen Rate (increase phased in over term of Agreement, beginning March 1, 2021 to 76%, September 1, 2021 to 77%, March 1, 2022 to 78%, September 1, 2022 to 79%, March 1, 2023 to 80%).

11. **Telecommunications Agreement - Scope of Work**

**Section 2.03:** I. This agreement specifically includes, but is not limited to, the following work:

- Radio
- Television
- Video
- Recording Voice
- Sound
- Nurse Calls
- Emergency Call/Paging Systems
- Audio/Visual Production
- Telecommunication Systems
- Data Systems
- Fire Alarm Systems (testing, per NFPA and documentation, programming, repairs of Fire Alarm Systems, including auxiliary devices, service, and maintenance only – see Paragraph F. below)
- Security Systems, (see Paragraph H. below) including intrusion, access control, surveillance/network video, mass notification and active shooter technology
- Drone Technology
- IT Management
- Wireless Access
- Programming
- Distributed Antenna Systems
- Network Technologies & Integration

12. **Scope of Work\Cabletray, Sec. 2.03D:** Amend section as follows: The installation of cabletray 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.

13. **Scope of Work\Security, Sec 2.03H:** – Eliminate Security Work premium, Sec. 2.03 (H). The requirements of Sec. 2.03 (H) will continue to apply to all work bid or started before September 1, 2019. (Also applies to Sec. 6.32 of the Inside Construction Agreement)

~~Sec. 2.03 H. The installation of pipe, wire and mounting of field devices for security systems installed in new buildings or projects that are mutually agreed, prior to bidding, to be under Building Trades control, and are bid under the base bid, shall be done under the wages and fringe benefits set forth in the Principal Bargaining Agreement between the Boston Chapter of NECA and Local 103, IBEW.~~

14. **Telecommunications Agreement – Overtime Pay, Sec. 6.14:** Amend overtime clause to include the following language: “All overtime on a new construction jobsite where the electricians working under the Inside Agreement will be paid at the double time rate, the technicians working under this Agreement will be paid at the double time rate. The requirement of Section 6.14 shall only apply to work beginning after March 1, 2020.”

15. **Telecommunications Agreement – Amend Job Classifications, Sec. 6.18:** Eliminate Sub-Foreman classification and establish “Senior Systems Technician” classification at 5% over Technician Wage Rate and establish a Joint Task Force for “Systems Integration.” The new language is as follows:

**Section 6.18:** “A Senior Systems Technician is any person who possesses the necessary skills to enable them to perform and lay out all work within the scope of this Agreement, possesses a D License, and supervises 4 to 5 people on any project.”

**Section 6.18:** “WHEREAS the parties agree that Systems Integration is a key component of our industry, and WHEREAS the parties recognize that this market offers significant work opportunities for Local 103 members and signatory contractors, now, THEREFORE, the parties agree to establish a special joint Systems Integration Task Force to examine and evaluate the various issues affecting the industry and to develop recommendations as to what steps the parties should take to increase job opportunities and market share in the telecommunications market. The Task Force will report its findings by August 31, 2020.”

16. **Telecom Apprentice Rates – Appendix A:** New apprentice wage rate percentages (Effective 9/1/19):

1 <sup>st</sup> Period	45%	6 <sup>th</sup> Period	60%
2 <sup>nd</sup> Period	45%	7 <sup>th</sup> Period	65%
3 <sup>rd</sup> Period	50%	8 <sup>th</sup> Period	70%
4 <sup>th</sup> Period	50%	9 <sup>th</sup> Period	75%
5 <sup>th</sup> Period	55%	10 <sup>th</sup> Period	80%

17. **Age Ratio** – Add new language to the Telecommunications Agreement as follows:

**New Section:** On all jobs requiring five (5) or more technicians, at least every fifth (5th) technician, if available, shall be fifty (50) years of age or older.

18. **Prefabrication of Electrical Materials Memorandum** – Create new Memorandum of Understanding as follows:

The Rules Governing Prefabrication of Electrical Materials

- 1) Contractors’ prefabrication electrical work, prepared for projects located in Local 103’s jurisdiction, will be performed by members of Local 103, IBEW.
- 2) Expand existing Material Handler classification to permit use in contractor’s prefabrication shop.
  - a) Material Handlers will be reclassified as Construction Wireman, Level 1 (CW1)
  - b) Employers will promptly notify the JATC of all CW1 hired.
  - c) CW1 shall be permitted to work on market recovery construction jobsites in a material handler capacity and at designated market recovery jobsite prefabrication areas.
- 3) Employment of student partners in contractor’s prefabrication shops will be permitted. Students need not be classified as a CW1 until such time they become full time employees, but shall be paid at the CW1 rate.
- 4) Employers shall not subcontract or assign the prefabrication or preassembly of electrical components to third party vendors who do not recognize the IBEW without the permission of the Business Manager.
- 5) Construction Wiremen, Level 1 shall be paid at the rate of 35% of the Journeyman Wage Rate and contributions will be made for JATC, NEBF, NLMCC, and AMF.

19. **Construction Wireman Memorandum – The Boston Initiative:** Create new Construction Wireman Memorandum of Understanding and add the Construction Wireman Addendum to the Inside and Telecommunications Agreements as follows:

**The Boston Initiative  
Construction Wireman Memorandum  
Agreement by and between the Boston Chapter of the National Electrical Contractors Association  
and Local Union 103 of the International Brotherhood of Electrical Workers.**

**CONSTRUCTION WIREMAN ADDENDUM TO THE INSIDE CONSTRUCTION AGREEMENT  
AND TELECOMMUNICATIONS AND INTEGRATED BUILDING SYSTEMS AGREEMENT**

**I. TYPE OF WORK COVERED BY THIS MEMORANDUM**

**CONSTRUCTION WIREMEN, LEVEL 1** – Construction Wiremen, Level 1 shall be limited to a) material handling duties while on market recovery construction site, and b) prefabrication work, either at the employer’s shop or on a market recovery jobsite.

**CONSTRUCTION WIREMEN, LEVEL 2** – Construction Wiremen, Level 2 shall be permitted to work on construction sites performing the duties of an apprentice under the supervision of journeyman wireman. They shall be counted with apprentices in meeting the job site ratios of the Inside and Telecommunications Agreements. They are not permitted to work on prevailing rate projects.

**II. EFFECTIVE DATE**

This Memorandum shall take effect on September 1, 2019 and shall be co-terminus with the Inside Construction Agreement. Changes to this Memorandum shall be handled as provided in the Inside Construction Agreement.

**III. ORGANIZING/REFERRAL**

(A) Level 2 Construction Wiremen and Telecom Construction Wiremen shall be assigned to employers by the JATC in accordance with the Addendum.

(B) Level 1 Construction Wiremen shall be hired by the employer and/or assigned by the JATC. The JATC shall work with both parties to recruit and fill all openings for employment. The employer will promptly notify the JATC of the names of all newly hired Level 1 Construction Wiremen.

Construction Wiremen already employed by the employer need not be laid off or replaced when indentured apprentices become available for employment.

**IV. WAGES**

The minimum hourly rate of wages shall be as follows:

Construction Wireman, Level 1 -----	35% of Journeyman Wage Rate
Construction Wireman, Level 2 -----	40% of Journeyman Wage Rate
Construction Wireman, Telecom, Level 2 -----	45% of Technician Wage Rate

**V. EMPLOYER CONTRIBUTIONS**

**For Construction Wiremen:**

<b>Health Benefit:</b>	Construction Wiremen, Level 2:	\$13.00 per hour*
	Construction Wiremen, Telecom, Level 2:	\$13.00 per hour*
	Construction Wireman, Level 1:	Not Applicable
<b>Pension:</b>	Construction Wiremen are exempt from Pension contributions.	
<b>Deferred Income:</b>	Construction Wiremen are exempt from Deferred Income Contributions.	
<b>JATC Contribution:</b>	Construction Wiremen, Level 2:	\$0.80 per hour*
	Construction Wiremen, Telecom, Level 2:	\$0.60 per hour*
	Construction Wireman, Level 1:	\$0.80 per hour*
<b>EILMCT:</b>	Construction Wiremen, Level 2:	\$4.50 per hour*
	Construction Wiremen, Telecom, Level 2:	\$3.38 per hour*
	Construction Wireman, Level 1:	Not applicable
<b>National Labor Management Cooperative Committee:</b> \$.01 per hour		
<b>AMF:</b> \$0.10 per hour		
<b>NEBF:</b> 3% of gross labor payroll (per NEBF Language contained in applicable CBA)		

\* Based on applicable Inside Journeyman and Technician contribution rates

**VI. TRAINING**

The JATC shall be responsible for all training of Construction Wireman.

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Copies of the new Inside and Telecommunications & Integrated Building Systems Agreements will be distributed to all members and signatory contractors when printed. Please review these changes, and if you have any questions, please contact the Boston Chapter Office at 617-969-2521.

Sincerely,

Glenn W. Kingsbury, Executive Manager  
Boston Chapter, NECA

Louis J. Antonellis, Business Manager  
Local Union 103, IBEW

Enclosures: Inside Wage Rate Memorandum  
Telecommunications Wage Rate Memorandum  
Construction Wiremen Wage Rate Memorandum