



TO: Executive Committee

FROM: David Long, NECA CEO

SUBJECT: National Disease Emergency Response Agreement (NDERA)

DATE: March 16, 2020

PLEASE NOTE: We will send this out immediately to all the Chapters, Governors, Presidents and Field Staff. President Stephenson is simultaneously sending to all IBEW construction locals, inside, outside, including tree services.

As a result of ongoing discussions and to address the recently declared National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak, NECA and the IBEW have reached agreement for a national agreement to address the COVID-19 pandemic (or similar diseases) and potential emergency situations created by it. The attached “National Disease Emergency Response Agreement (NDERA)” has been reviewed and approved unanimously by the NECA Executive Committee and will be available for use immediately effective March 16, 2020. It will be submitted to the Board of Governors for affirmation by electronic ballot as soon as possible.

This threat is ongoing and must be continually monitored by the Parties who agree to discuss any new legislation or regulation related to the coronavirus or similar disease that may impact this Agreement. The Parties may mutually terminate this Agreement immediately, and either party may unilaterally terminate this Agreement by providing at least a 90-day written notification to the other party.



TO: All NECA Chapters and IBEW U.S. Local Union Business Managers

FROM: IBEW International President Lonnie R. Stephenson
NECA CEO David Long

SUBJECT: National Disease Emergency Response Agreement (NDERA)

DATE: March 16, 2020

In recognition of the current emergency in our nation and the need for our industry to react quickly to this and future emergencies, the IBEW and NECA have developed the National Disease Emergency Response Agreement (NDERA) for use by our contractors and members. This agreement provides our industry with the ability to react quickly to potential emergencies related to this pandemic.

The provisions of the agreement will become effective immediately, March 16, 2020, as it is intended for use and shall remain in effect until terminated. We shall meet via teleconference every 30 days to evaluate this agreement and determine its continued utility.

If you have any questions, please be sure to contact either the IBEW or NECA national organizations.

NECA/IBEW

National Disease Emergency Response Agreement (NDERA)

This Agreement is made and entered into by and between the National Electrical Contractors Association (“NECA”) and the International Brotherhood of Electrical Workers (“IBEW”) (together the “Parties”), and it is applicable to all firms and IBEW local unions that sign a Letter of Assent to be bound to a construction agreement between any chapter of NECA and any local union of the IBEW. The IBEW may make this Agreement available to other employers in the construction industry that have not signed a Letter of Assent to be bound to a construction agreement between any chapter of NECA and any local union of the IBEW.

This Agreement shall take effect March 16, 2020 and shall remain in effect until terminated as provided herein. The Parties shall meet via teleconference every 30 days to evaluate this Agreement and determine its continued utility. The Parties may mutually terminate this Agreement immediately, and either party may unilaterally terminate this Agreement by providing at least a 90-day written notification to the other party.

The term *chapter*, as hereinafter used, shall mean the applicable chapter of NECA.

The term *local union*, as hereinafter used, shall mean an IBEW Local Union.

The term *employer*, as hereinafter used, shall mean the individual firm that has signed a Letter of Assent to a construction agreement between any chapter of NECA and any local union of the IBEW or agreement between NECA and the IBEW, or if this Agreement is made available to a contractor that has not signed a Letter of Assent, but is otherwise signatory to a construction agreement with a local union of the IBEW, *employer* shall also mean such contractor.

This Agreement (NDERA) shall supersede any conflicting provisions in a construction agreement between any chapter of NECA and any local union of the IBEW, except that it shall not supersede any locally negotiated MOU or agreement between a chapter of NECA and an IBEW local union addressing the impact of coronavirus.

The term *employee*, as hereinafter used, shall mean an individual performing work pursuant to the terms of a collective bargaining agreement between any chapter of NECA and any local union of the IBEW or agreement between NECA and the IBEW, or pursuant to a collective bargaining agreement between a contractor that has not signed a Letter of Assent, but is otherwise a signatory to a construction agreement with a local union of the IBEW and has adopted this Agreement.

The term *coronavirus* shall mean coronavirus disease COVID-19.

During the period of this Agreement, the following conditions exist:

If an employee:

- Reports having contact with another person(s) who has reasonably believed to have contracted coronavirus or a similar disease

- Has recently returned from a High-Risk Country as defined by the Center for Disease Control (CDC); or
- Presents symptoms associated with the coronavirus or similar disease as defined by the CDC

The employer shall be permitted to remove the employee from the jobsite and require the employee to obtain a doctor's release certifying that the employee is able to return to work. If an employee is confirmed to have coronavirus or similar disease, the employer shall notify all employees who were believed to be in contact with this individual and take actions consistent with appropriate protocols to prevent the further spread of the disease.

If an employee reasonably believes another employee(s) has met one or more of the above conditions, the employee shall report such to the employer as soon as reasonably possible. The employer shall then follow all appropriate guidance and protocols to ensure a safe jobsite.

There shall be no adverse action taken against an employee who refuses to be present at the jobsite so long as the employee genuinely believes there is imminent danger and a reasonable person would agree there is a real danger of contracting coronavirus at the jobsite, nor shall any adverse action be taken against an employee who has been quarantined, or advised to self-quarantine, due to possible exposure to coronavirus.

In the event access to a jobsite is restricted or denied by the employer or other appropriate public or private authority in response to the coronavirus or similar disease, the employer shall be permitted to temporarily furlough the employees assigned to this jobsite. The employer shall not contest any unemployment claims filed by employees temporarily furloughed as a result of a restricted or closed jobsite due to the coronavirus or similar disease, or who have refused to be present at the jobsite out of a genuine belief that being present would place them in imminent danger of contracting coronavirus, or who have been quarantined, or advised to self-quarantine, due to possible exposure to coronavirus. Such employees shall be permitted to return to their original positions with their employer upon the resumption of work on the jobsite, and/or their ability to return, without the need of the referral process, and irrespective of whether such employees have signed their local union's out-of-work list.

This threat is ongoing and must be continually monitored by the Parties who agree to discuss any new legislation or regulation related to the coronavirus or similar disease that may impact this Agreement.

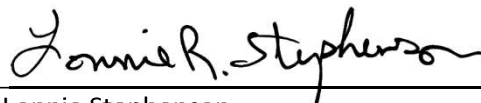
Signed for NECA



David Long
CEO

Date: 3/16/2020

Signed for the IBEW



Lonnie Stephenson
International President

Date: 3/16/2020

Center for Disease Control Resources for COVID-19

Symptoms

<https://www.cdc.gov/coronavirus/2019-ncov/about/symptoms.html>

High-Risk Countries

<https://www.cdc.gov/coronavirus/2019-ncov/travelers/after-travel-precautions.html>

Prevention

<https://www.cdc.gov/coronavirus/2019-ncov/about/prevention.html>

OSHA Resources

Guidance on Preparing Workplaces

<https://www.osha.gov/Publications/OSHA3990.pdf>