



Santa Clara Valley

IBEW-NECA LABOR MANAGEMENT COMMITTEE



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To: All Signatory Employers and All Employees working under the I.B.E.W. Local 332 and SCVNECA Agreements (Inside, Sound & Communications, Residential, Material Handler and CW/CE).

From: Doug Lung, Executive Director, SCV Chapter NECA, and Dan Rodriguez, Business Manager, I.B.E.W., Local 332

COVID – 19 Memorandum of Understanding

Due to the extreme measures taken as a result of the COVID-19 outbreak, which include a "Shelter in Place Order" for 6 Bay Area Counties, I.B.E.W. Local 332 and SCV NECA recognize that most jobsites will temporarily cease all operations. The order went into effect at 12:01 am March 7 and will remain in effect until 11:59 pm on April 7th. The cessation of work is beyond the control of the Employer and the working Members.

I.B.E.W. 332 in cooperation with SCV Chapter NECA agree as follows:

1. Employees on affected jobsites shall be allowed to remain on their current dispatch, without working, for the duration of the "Shelter in Place Order", which may extend beyond April 7. This MOU will be extended automatically if the "Order" is extended and may be further extended by mutual agreement of the parties.
2. Employers will maintain unlimited rights to call back each employee back to the same jobsite once reopened for completion.
3. When affected jobsites resume activity, work shall be offered to those members previously employed on those jobsites before being offered to Members who were not previously employed.

If contingencies at the time prohibit this from occurring, the signatory Employer, the Business Manager and the Executive Director will work together for an equitable solution.

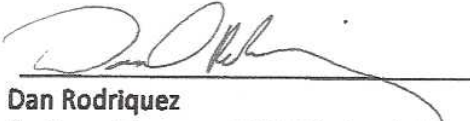
4. It will not be a violation of the agreements for Members to draw unemployment benefits while this Memorandum is in effect.

5. It shall not be a violation of this agreement for a Member to work during emergencies or to work on "Essential Infrastructure or Essential Businesses" as defined by the Order.
6. Due to the abrupt nature of the Order, on any affected jobs, employees who opted for direct deposit will receive their checks via direct deposit. If direct deposit is not available, the mailing address on file with the contractor will be used. Employers will make every effort to accomplish this as quickly as possible and have checks postmarked by Wednesday March 19. Waiting time penalties will not be accrued.
7. Any Employee already with direct deposit who quits his/her current employer will receive their check via direct deposit if available. All other checks will be sent via postal service. Employers will make every effort to mail the check in a timely manner. Waiting time penalties will not be accrued.

I.B.E.W. Local 332 and the SCV Chapter NECA in great cooperation and fairness have attempted to reach an agreement that protects all of its Members, Contractors and Industry Partners. However, we acknowledge that problems and difficulties beyond our vision may occur. In those cases, the parties will continue to work together for equitable outcomes.



Doug Lung
Executive Director, SCV Chapter NECA



Dan Rodriguez
Business Manager, I.B.E.W., Local 332