



# IBEW Local Union 595

International Brotherhood of Electrical Workers

Established in 1907 - Over 100 Years of Service

GREG BONATO

Business Manager

Financial Secretary

March 17, 2020

To all members of IBEW Local 595,

Yesterday at 1:00pm, the Alameda County Department of Health announced a Shelter-in-Place Order for all non-essential operations. That Shelter-in-Place Order does NOT apply to **“Essential Infrastructure”** including, but not limited to, **public works construction, construction of housing [...] public transportation, [...] internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), provided that they carry out those services or that work in compliance with Social Distancing Requirements[.]**

To put that plainly, housing and public works is all that will be going for the next few weeks. Even jobs that are ‘exempted’ may be shut down if compliance with Social Distancing cannot be adequately met. **Neither the Local Union nor the electrical contractor you are employed by can control whether or not a General Contractor shuts down a job, please keep that in mind.**

While none of this is the fault of our Members or our signatory electrical contractors, it is the situation we now face. We have spoken with the Northern California Chapter, National Electrical Contractors Association (NorCal NECA) about how the industry will handle jobsite closures. These discussions have included various topics that would attempt to address, as much as possible, the desire to avoid layoffs and protect our Hiring Hall.

The Local Union’s position is that the equitable treatment of Members currently on a dispatch is of high importance. NorCal NECA understands the Union’s position and are looking to minimize the impact as well. They also express their operational needs, which in these uncertain times would be hard for them to even characterize.

Normally under our contracts, both the Inside Wireman’s Agreement and the Sound & Communications Agreement, a member will have to be registered on the Out-of-Work list to draw Unemployment Compensation. Any member drawing Unemployment Compensation is required to be separated from their Employer and should be registered on our Out-of-Work list. To do otherwise is a violation of our Agreements.

Our national organizations, distributed an MOU between the national parties, that allows for the furlough of members currently on dispatches if the jobsite access is restricted or closed. It also provides clarity to members and contractors on how to handle situations regarding members who have been exposed to the Coronavirus.

As a result of the national MOU, in the spirit of cooperation and fairness, and in an effort to provide benefits that would not otherwise be available, NorCal NECA and IBEW Local 595 have signed an MOU that will last the duration of the Shelter-in- Place Order. The Local MOU and the National MOU are attached to this letter.

In Solidarity,

A handwritten signature in blue ink that reads "Greg Bonato". The signature is written in a cursive, flowing style.

Greg Bonato  
Business Manager - Financial Secretary

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To: All Signatory Employers, and  
All Employees working under the IBEW Local 595 and  
NorCal NECA Agreements (Inside, Sound & Communications,  
Residential and CE/CW)

From: Greg Bonato, Business Manager, IBEW Local 595  
Greg Armstrong, Executive Director, NorCal NECA

### **COVID-19 Memorandum of Understanding**

Due to the extreme measures taken as a result of the Coronavirus outbreak, which include a **Shelter in Place Order** for seven Bay Area Counties, IBEW Local 595 and NorCal NECA recognize that most jobsites will temporarily cease all operations. The Order goes into effect at midnight on March 17<sup>th</sup> through April 7<sup>th</sup>. This cessation of work is beyond the control of the Employer and working members.

After thorough discussions, IBEW Local 595 and NorCal NECA agree as follows:

1. Employees on the 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, 2020.

This MOU will be extended automatically if the Shelter in Place Order is extended and may be further extended by mutual agreement of the parties.

2. When affected jobsites resume activity, work shall be offered to those members previously employed on the jobsites before being offered to Members who were not previously employed.

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

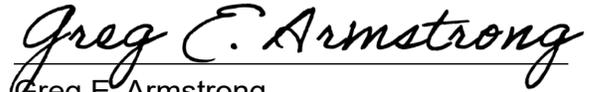
3. It will not be a violation of the Agreement for members to draw unemployment benefits while this Memorandum is in effect.
4. It shall not be a violation of this Agreement for a Member to work during emergencies or to work on Essential Infrastructure or Essential Businesses as defined in the Order.

IBEW Local 595 and NorCal NECA have endeavored here, in the spirit of cooperation and fairness, to reach an agreement that protects all members of the industry as well as possible. However, we acknowledge that problems and difficulties beyond our current perspective may occur. If so, the parties will work together for equitable solutions.



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Greg Bonato  
Business Manager  
IBEW Local Union 595



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Greg E. Armstrong  
Executive Director  
Northern California Chapter, NECA



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

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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.

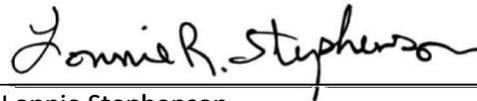
Signed for NECA



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>