TO: Northern Indiana NECA and IBEW 153, 531 and 697

SUBJECT: Northern Indiana Disease Emergency Response Agreement (NIDERA)

DATE: March 23, 2020

In recognition of the current emergency in our nation and the need for our industry to react quickly to this and future emergencies, IBEW Local 153, 531, 697 and the Northern Indiana NECA Chapter have developed the Northern Indiana Disease Emergency Response Agreement (NIDERA) 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 153, 531, 697 or Northern Indiana NECA chapter.

Northern Indiana Chapter of NECA/IBEW 153, 531, 697

Northern Indiana Disease Emergency Response Agreement (NIDERA)

This Agreement is made and entered into by and between the Northern Indiana National Electrical Contractors Association ("NECA") and the International Brotherhood of Electric Workers Local 153, Local 531 and Local 697 ("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 the Northern Indiana Chapter of NECA and Local 153, Local 531 and Local 697 of the IBEW. The IBEW may make this Agreement available to other employees in the construction industry that have not signed a Letter of Assent to be bound to a construction agreement between NECA and 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 Northern Indiana chapter of NECA.

The term *local union*, as hereinafter used, shall mean IBEW Local Union 153, Local Union 531 and Local Union 697.

The term *employer*, as hereinafter used, shall mean the individual firm that has signed a Letter of Assent to a construction 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 the IBEW, *employer* shall also mean such contractor.

This Agreement (NIDERA) shall supersede any conflicting provisions in a construction agreement between NECA and 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 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.

All jobs covered by an agreement between the Northwest Indiana Chapter of NECA and IBEW Local 153, 531 and 697. This includes any agreements with signatory employers not normally considered construction agreements such as Trade Show Agreements, Test Site Agreements, etc., and to National Agreements that adopt local referral practices.

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

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

If an employee:

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

2. Has recently returned from a High-Risk Country as defined by the Center for Disease Control (CDC): or

3. Presents symptoms associated with the coronavirus or similar 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 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. Such employee shall be permitted to return to their original positions and their employer upon the resumption of work on the jobsite, and/or their ability to return, without the need of the referral process. If the employee does not want OR no longer wants the temporary furlough, he/she shall be given a Reduction of Force (ROF) and separate employment from the employer.

Length of Furlough:

- For employees observing the CDC recommended quarantine period due to exposure to coronavirus or similar disease, the furlough shall end when the employee has completed the recommended quarantine period and provided a doctor's release to return to work.

- For employees who have been restricted or denied access to a jobsite due to coronavirus, the furlough shall end when the jobsite reopens, and the employees are able to return to work.

- All furloughs pursuant to the NIDERA will end when the Parties terminate the NIDERA.

The IBEW and NECA shall devise a system to track employment activity as it pertains to furloughs, reduction of force and those that return to work from furlough initiated under the terms of NIDERA. All information must remain current as the situation changes.

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.

NIDERA Questions & Answers

The intent of the Northern Indiana Disease Emergency Response Agreement ("NIDERA") is to address the current public health emergency and provide guidance on safety and referral issues in a fair manner. Several questions have arisen, and this guidance is intended to answer as many as possible. This guidance is subject to being revised by NECA and the IBEW as often as necessary.

1. Does the NIDERA supersede any local recall/furlough language that provides a right of recall than would be available under the NIDERA?

Yes, unless the recall/furlough language provides a longer right of recall, in which case the longer right of recall would remain in place.

2. If employees who lose their jobs due to coronavirus and takes the temporary furlough, can they sign the out-of-work list?

No. The NIDERA allows those who (i) are laid off due to a coronavirus shutdown, (ii) were absent due to being quarantined, or (iii) refused to be present at the jobsite out of a genuine belief that being present would place them in imminent danger of contracting coronavirus, 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.

3. Does the NDERA prohibit a Local and a Chapter from entering into their own agreement that addresses the impact of coronavirus and provides for different terms?

No. While the intent of the NDERA is to address the issues surrounding coronavirus, NECA and the IBEW recognize there may be unique circumstances in a local area. This is the purpose of the exclusion for locally negotiated agreements or MOUs in the NDERA. If the local parties mutually choose to bargain their own agreement on the impact of coronavirus, it must deal specifically with coronavirus, be reduced to writing, and signed by both parties. There shall be no requirement on any Local Union or Chapter to bargain their own agreement on coronavirus.

4. If a worker is sent home due to suspected coronavirus contraction, who must the contractor inform and how timely?

The employer should follow all guidance and protocols provided by the appropriate federal agencies if there is a suspected case of coronavirus on their jobsite. The NIDERA contains links to resources for the employer's reference.

5. When will employees be permitted to return to work when a jobsite reopens?

Employees will be permitted to return to work if/when their original position is available as determined by the employer. Everyone who was furloughed and still meets the eligibility requirements for recall, however, shall be offered recall before an employer may seek employees for that project through referral.

6. What are the responsibilities of the employees if they have or suspect a coronavirus related illness?

If an employee is exhibiting the symptoms of coronavirus: fever, cough, and/or shortness of breath, or if an employee sees another employee exhibiting those symptoms, the employee has a responsibility to report that to their employer's representative as soon as reasonably possible. It is then up to the employer to follow all guidance and protocols following such report. Current guidance may be found at: https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html

Employees have a duty to self-quarantine if they reasonably believe they have contracted the coronavirus as recommended by the Center for Disease Control. A doctor's release will be required to return to work.

Signed for NECA

Matt LaFree
Chapter Manager
Date: 3/23/2020

Signed for IBEW Local 153

Mike Leda
Business Manager / Financial Secretary
Date: 3/23/2020

Signed IBEW Local 531

Harry Lowenthal
Business Manager / Financial Secretary
Date: 3/23/2020

Signed for IBEW Local 697

Ryan Reithel
Business Manager / Financial Secretary
Date: 3/23/2020

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