



Local Union 103, IBEW and Boston Chapter, NECA

Emergency Referral \ Recall Memorandum

This Memorandum between the Boston Chapter of the National Electrical Contractors Association and Local Union 103 of the International Brotherhood of Electrical Workers is applicable to all firms that sign a Letter of Assent to be bound to a construction agreement between the Boston Chapter and Local Union 103. This Agreement shall take effect March 23, 2020 and shall remain in effect until terminated as provided herein. The Referral Procedure Memorandum adopted by and between the Boston Chapter, NECA and Local Union 103, IBEW dated September 1, 2019 will be temporarily suspended and modified in accordance with the National Disease Emergency Response Agreement (NDERA) to meet the current public health emergency caused by the Covid-19 pandemic.

The NDERA provides that, 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 laid off or 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-of-work list.

Accordingly, the Referral Procedure Guidelines have been amended as follows **(new and amended language is highlighted)**:

I. REFERRAL PROCEDURE

1. During the period of this Emergency Memorandum refusals will not be charged. All other provisions of this section remain unchanged.

Applicants will have three (3) refusals. Refusals are not counted by the job, but by the day. Non-participation in the IBEW Local 103 - Boston Chapter NECA Areawide Safety Substance Abuse Testing Program does not exempt any applicant from receiving refusals. After three (3) refusals, the applicant will be removed from the out-of-work list. Applicants who accept a "short call" (jobs of 40 hours or less), will have existing refusal deducted per registration cycle. He or she must then re-sign the out-of-work list in person in order to receive a new applicant number.

2. (a) Applicants may solicit with the contractor of his/her choice. Contractors may only accept applicants through solicitation on an alternating basis. Short calls (jobs of 40 hours or less) shall not be counted in the implementation of the alternating job call/solicit system. The Referral Agent will verify the solicits by contacting the named contractor.

(b) On Market Recovery jobs, applicants may solicit, regardless of their position on the out-of-work list. The contractor restriction on solicitation contained in Section 2(a) does not apply to Market Recovery Projects. Employees must remain on Market Recovery projects for the first 1,000 hours of employment. After 1,000 hours of employment, the Employee may be transferred to non-Market recovery projects. The Referral Agent will verify the solicits by contacting the named contractor.

3. Any applicant that is unable to work because of sickness or injury and provides proof of such to the referral agent will be set aside from the out-of-work list without the loss of his or her chronological order thereof and will be returned to his or her rightful place on the out-of-work list upon recovery.

4. When the out-of-work list reaches 200 applicants, a travel list will be initiated by the referral agent to widen the job opportunities for applicants.

5. The parties hereby agree that, during the term of this Agreement, the Union may amend the Referral Procedure as administered, so long as the Employers' rights under paragraph 2 of this Memorandum are not diminished.

All disputes arising under this Memorandum shall be governed by Section 1.4 of the parties' Inside Construction and Telecommunications Agreements.

II. EMPLOYEE RECALL

The Employer shall be allowed to recall for employment any former employee during the term of this Emergency Memorandum provided that the Employer has not hired any additional manpower during the recall period, unless mutually agreed to by the parties to this Agreement. Short calls of 40 hours or less shall not be counted and shall not infringe on an employee's right to be recalled by his/her former employer.

III. ADDITIONAL PROVISIONS

Layoffs:

- 1. Although furlough's are permissible under the NDERA, all employees are encouraged to sign the out-of-work list. Employees may sign-in by telephone, the103advantage website, or by utilizing the Local 103 app.**
- 2. Employers required to close jobsites due to the crisis are instructed to provide a list of those employees laid off to the referral agent.**

Hiring\Recalls:

- 3. Referral will be held by conference call and via the internet until further notice.**
- 4. New hires will be processed under normal referral rules as contained in Section I.**
- 5. Employees being recalled may return to work with their original employer without going through the normal referral process in accordance with Section II. Employers are required to notify the referral agent of all employees recalled.**

The Parties may mutually terminate this Agreement at any time, and either party may unilaterally terminate this Agreement by providing at least a 90-day written notification to the other party.



Glenn W. Kingsbury, Executive Manager
Boston Chapter, NECA

DATE: March 23, 2020



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

DATE: March 23, 2020