3/25/2020

Memorandum of Agreement
Between
New York Electrical Contractors Association, Inc.,
Association of Electrical Contractors, Inc.
and
Local Union No. 3 – International Brotherhood of Electrical Workers AFL-CIO

New York Electrical Contractors Association, Inc. and the Association of Electrical Contractors, Inc. (both hereinafter referred to as the Employer) and Local Union No. 3 IBEW (hereinafter referred to as the Union) hereby acknowledge as binding on the parties and applicable as part of the “A”, “M”, “ADM”, “Apprentice”, “RE/RW” and “Expeditor” collective bargaining agreements (the “CBAs”) the attached NECA/IBEW National Disease Emergency Response Agreement (NDERA), in accordance with its terms (including those governing termination), together with the following additional terms and clarifications, as permitted by NDERA:

1. Employees who have been “temporarily furloughed” pursuant to NDERA shall be deemed “temporarily laid off” by the parties to this Memorandum of Agreement. Temporarily laid off employees will return to their positions with the employer, when recalled by that original employer, and they shall be released from duty by any interim employer unless the employee’s compelling circumstances (as determined by the JIB’s Employment Department on a case by case basis) preclude return to the employer who temporarily laid him/her off.

2. Until further notice, the number of wage replacement days that employees can withdraw from their Deferred Salary Plan Accounts is increased from five (5) to thirty (30).

3. The parties recognize that, given the Union’s representation of administrative personnel and expeditors as well as field electrical forces, the scope of NDERA must be deemed expanded to cover those employees as necessary, whether they are located at a jobsite or in an office.
4. Employees who are temporarily laid off due to possible exposure to COVID-19 or self-report such possible exposure will not be referred for employment by the Employment Department for a minimum of two (2) weeks, during which period they are expected to self-quarantine. Layoffs for other reasons, such as reduction in force, shall be handled by the Employment Department or such other employment referral service for that Division in the ordinary course.

5. The employer shall report all temporary furloughs pursuant to NDERA in the prescribed fashion, noting on the termination slip: “Temporary lay off due to Coronavirus impact,” and may include a return date or mark “TBD”.

6. Employees may register for referral by fax or email to the appropriate office until such time that access to the JIB building is restored.

7. Nothing in NDERA or this Memorandum of Agreement is intended to restrict an employees’ access to any benefit under the CBAs or any local, state or national law, regulation or governmental program for which they otherwise qualify.

8. The Parties agree that under current New York State law, the following shall apply:

   A. Sick leave shall apply to employees who are “subject to mandatory or precautionary order of quarantine or isolation issued by the State of New York” or other authorized governmental agency:

      a) if employer has 1-10 employees – sick leave is unpaid – unless employer had net income in excess of $1M last year, in which case it would be required to provide at least 5 paid sick days

      b) if employer has from 11-99 employees – at least 5 paid sick days

      c) if employer has 100 or more employees – at least 14 paid sick days.
Above is pursuant to Section 1(a), (b) and (c) of New York State Legislation.

Section 1(e) states “Such leave shall be provided without loss of an officer or employee’s accrued sick time.”

B. Paid Family Leave – An eligible employee who has exhausted his/her paid sick days can receive PFL from EESISP up to 10 weeks at 2/3 of their wage up to a maximum $840.70 per week. In addition, existing PFL law has been extended to cover an employee who is quarantined or isolated or must provide care for a minor dependent child who is quarantined or isolated.

C. Disability – Such employees are eligible for Disability for up to 26 weeks, which can be paid in conjunction with PFL at a rate of up to $2,043.92, however, the total PFL and Disability cannot be more than the employee’s regular salary.

D. The benefits in B and C above can start as of the first day the employee is not receiving wages.

E. The New York State law does not apply in cases where an employee is deemed asymptomatic or has not yet been diagnosed with any medical condition and is physically able to work while under a mandatory or precautionary order of quarantine or isolation, whether through remote access or other similar means.

9. The parties agree that all terms of current New York State law, whether summarized in Paragraph 8 above or not, apply with full force and effect, as will any subsequent revisions or amendments to New York State law or regulations. The text of such applicable law or regulation shall control in the event of any discrepancies with the terms of this Memorandum of Agreement.
LOCAL UNION NO. 3, I.B.E.W., AFL-CIO

Christopher Erikson
Business Manager
Dated: March 25, 2020

NEW YORK ELECTRICAL CONTRACTORS ASSOCIATION, INC.

Ben D’Alessandro
President
Dated: March 25, 2020

ASSOCIATION OF ELECTRICAL CONTRACTORS, INC.

John Mannino
President
Dated: March 26, 2020