



**INTERNATIONAL  
BROTHERHOOD  
OF ELECTRICAL  
WORKERS  
LOCAL 233**

110 North Warren  
Helena MT 59601

POB 131  
Helena MT 59624

Office: 406-442-3185  
Fax: 406-442-7985

**John Gordon**  
Business Manager  
Financial Secretary  
Membership & Employer  
Development

**Don Briggs**  
Asst Business Manager  
Membership & Employer  
Development

**Jack McBroom**  
Membership & Employer  
Development

Satellite Offices  
156 W Granite Street  
Butte MT 59701  
Office: 406-494-7623

1112 7th Street South  
Great Falls MT 59401  
Office: 406-453-3377

[www.ibew233.org](http://www.ibew233.org)



Printed by IBEW 233

March 24, 2020

Sisters & Brothers,  
Re: Coronavirus (Covid-19)

As most of the local union offices in the 8<sup>th</sup> District and around our country, we're making the decision to close our offices to foot traffic. This is in response to the spread of COVID-19 and the Federally/State issued guidelines to help prevent it's spread. For our electrician members, please use the website to re-sign or sign the out-of-work books at [www.ibew233.org/resign](http://www.ibew233.org/resign). We will assist you with this if you normally do this in person. If you normally pay your monthly basic dues in person you can also do this over the phone at the Helena office 406-442-3185. You can also ask Kim for a form to sign up to have these paid electronically at the beginning of every month.

As far as job sites go with this pandemic, as your Business Manager, I don't have the authority to shut jobs down or tell you to must leave the job or stay on the job. I do have the responsibility to keep our membership informed as much as possible and to try to come to resolutions with the employers to make jobs as safe as possible and to give our members different choices.

For our members working under construction agreements, including apprentices, the IBEW and NECA recently negotiated the National Disease Emergency Response Agreement (NDERA) and it's enclosed with this letter. The IBEW and NECA have agreed upon this nationwide and it applies to all agreements we have with NECA. At the same time, our employers have contractual obligations to customers and general contractors that need to be fulfilled unless the government steps in and says otherwise.

I want to make sure you know that the offices are only closed to the public coming in. We're still operating. The reason the offices are closed is so we don't have people in where one person could potentially spread the virus to several others who in turn could spread it to numerous jobsites and then afterward, our households. One of the basic tenants of the IBEW is to be safe at work and we need to do this in order to help our communities as best as we can.

On a final note, I would ask that we please try not to judge each other. There are members that have very legitimate reasons for not wanting to stay on a job. They may be taking care of elderly parents, now have children at home, some have compromised immune systems themselves, some do not want to take the risk of being there, etc. These reasons and many more are completely valid. We also have some members that are financially struggling, some have a spouse that lost their job, some may feel continuing to work is the right thing to do for our economy and to help fulfill the contractual obligations that contractors have. These are all valid and they are things that we need to keep in mind. What I ask is that we all try to refrain from judging others for the decisions they feel they need to make. And please, if you are in a position of field management on a job, please do not pressure your Sisters & Brothers. We all have a job to do but we all need to respect the decisions of others, especially in these hard times.

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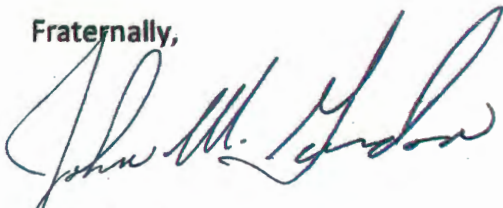
I'm enclosing the following items. Items 2&3 only apply for members working under an IBEW-NECA agreement.

1. Temporary Emergency Rules I through IV pertaining to unemployment insurance benefits related to the COVID-19 pandemic that Governor Bullock has put in place. If you need more information regarding Montana Unemployment please go to <http://uid.dli.mt.gov/>
2. IBEW-NECA National Disease Emergency Response Agreement (NDERA)
3. IBEW-NECA Questions and Answers (Q&A) - National Disease Emergency Response Agreement (NDERA)

We are also talking to the I.O. about nomination meetings. With the 10 person restriction for meetings, we are looking at an alternate way of taking nominations for the upcoming elections. Please be on the look out for a follow up letter on that.

Stay safe and stay healthy.

Fraternally,



John Gordon  
Business Manager

BEFORE THE DEPARTMENT OF LABOR AND INDUSTRY  
OF THE STATE OF MONTANA

In the matter of the adoption of	)	NOTICE OF ADOPTION OF
Temporary Emergency Rules I	)	TEMPORARY EMERGENCY RULES
through IV pertaining to	)	
unemployment insurance benefits	)	
related to the COVID-19 pandemic	)	

TO: All Concerned Persons

1. The Department of Labor and Industry is adopting the following emergency rules for the following reasons:

A. On March 12, 2020, Governor Steve Bullock declared an emergency in the State of Montana with regards the COVID-19 pandemic in Executive Order 2-2020.

B. On March 13, 2020, President Donald J. Trump declared a national emergency due to the COVID-19 pandemic.

C. On March 14, 2020, Governor Steve Bullock extended the emergency in the State of Montana with regards the COVID-19 pandemic in Executive Order 3-2020.

D. The Commissioner of Labor and Industry finds that under the emergency circumstances of the COVID-19 pandemic, there is an immediate peril to the public health, safety, and welfare, due to employer's needs to make sure that employees showing symptoms consistent with COVID-19 contagion are not present at the workplace, and help ensure that the recommendations of medical professionals and public health authorities that persons showing symptoms consistent with COVID-19 contagion self-quarantine for specified periods be followed, without employees losing all income as a result of those actions. The commissioner further finds that there is imminent peril to the public welfare, as expressed in the public policy of the State of Montana by 39-51-102, MCA, that widespread temporary layoffs by employers will cause serious economic harm to employees who are not paid during periods of layoffs caused by the COVID-19 pandemic.

E. There is reasonable necessity to immediately adopt temporary emergency rules for unemployment insurance purposes in order to protect the public health, safety, and welfare, because of the emergency conditions of the COVID-19 pandemic. There is reasonable necessity to immediately adopt temporary emergency rules pursuant to 10-3-104, MCA, affecting the operation of the state unemployment insurance program. There is reasonable necessity to immediately adopt temporary emergency rules to ensure that the state unemployment insurance program prevents the harm of widespread unemployment due to the COVID-19 pandemic for the reasons stated by the public policy expressed in 39-51-102, MCA.

2. The temporary emergency rules are effective March 17, 2020, when this rule notice is filed with the Secretary of State.

3 The text of the temporary emergency rules provides as follows:

NEW RULE I EMERGENCY DEFINITIONS RELATED TO COVID-19 CLAIMS FOR UNEMPLOYMENT INSURANCE BENEFITS The following definitions only apply upon when there has been a declaration by the governor of an emergency or disaster related to the COVID-19 pandemic.

(1) "COVID-19" means the pandemic respiratory disease caused by coronavirus SAR -CoV-2, or mutations of that coronavirus.

(2) "COVID-19 quarantine" means that the claimant has received advice from a medical doctor or a public health authority recommending or requiring that the individual be isolated from others:

(a) for a period of up to 14 days in order to determine whether or not the individual has been exposed to the pathogens that cause COVID-19; or

(b) while the individual is infectious with COVID-19.

(3) "Family member" means a person residing in the same household as the claimant, and includes a partner or family member as defined in 45-5-206, MCA.

AUTH: 10-3-104, 39-51-302, MCA

IMP: 10-3-104, 39-51-102, MCA

NEW RULE II EMERGENCY RULE RELATED TO COVID-19 CLAIMS FOR UNEMPLOYMENT INSURANCE BENEFITS (1) This rule is only effective when there has been a declaration by the governor of an emergency or disaster related to the COVID-19 pandemic.

(2) A claimant directed by the employer to leave work or not report for work due to the employer's response to the COVID-19 pandemic, including COVID-19 induced reduction in demand or availability of materials, is deemed to have been temporarily laid off by the employer.

(3) A claimant subject to a COVID-19 quarantine is deemed to be laid off by the employer during the period of the quarantine.

(4) A claimant who is a caregiver of a family member who is the subject of a COVID-19 quarantine is deemed, in order to further the public health, safety, and welfare, to also be subject to a COVID-19 quarantine.

(5) When a claimant has experienced a temporary layoff due to the COVID-19 pandemic, pursuant to (2), (3), or (4), the claimant is deemed to be able, available, and seeking suitable work when:

(a) the employer intends to recall the claimant to work at the end of the temporary layoff; and

(b) the claimant intends to return to work when recalled by the employer and takes reasonable measures to maintain contact with the employer.

(6) A claimant laid off as the result of being subject to a COVID-19 quarantine is ineligible for benefits if the claimant refuses work that can be performed while complying with the terms of the quarantine.



(7) A claimant who is otherwise eligible for benefits pursuant to this rule is deemed to have fulfilled the waiting period as of the date the temporary layoff is effective.

(8) An employer is relieved of charges arising from a COVID-19 layoff and paid pursuant to emergency NEW RULES I through IV.

AUTH: 10-3-104, 39-51-302, MCA

IMP: 10-3-104, 39-51-102, MCA

NEW RULE III EMERGENCY RULE RELATED TO UNEMPLOYMENT INSURANCE DEADLINES ARISING DURING A DECLARED EMERGENCY OR DISASTER RELATED TO COVID-19 PANDEMIC (1) This rule is only effective upon when there has been a declaration by the governor of an emergency or disaster related to the COVID-19 pandemic.

(2) The department may find that good cause exists for late filings due to the circumstances of the COVID-19 pandemic.

(3) The department may extend the time for an employer to file wage reports and pay unemployment insurance contributions as is reasonable and appropriate to the circumstances of the COVID-19 pandemic.

AUTH: 10-3-104, 39-51-302, MCA

IMP: 10-3-104, 39-51-102, MCA

NEW RULE IV REGULAR UNEMPLOYMENT INSURANCE RULES TO BE CONSTRUED TO GIVE EFFECT TO EMERGENCY RULES RELATED TO COVID-19 PANDEMIC (1) This rule is only effective when there has been a declaration by the governor of an emergency or disaster related to the COVID-19 pandemic.

(2) The department shall apply its usual unemployment insurance rules in a manner that is consistent with emergency NEW RULES I through IV and in way that carries out the intent of emergency NEW RULES I through IV to provide unemployment benefits to employees who are laid off due to the COVID-19 pandemic through no fault or control of their own.

AUTH: 10-3-104, 39-51-302, MCA

IMP: 10-3-104, 39-51-102, MCA

4. The rationale for the temporary emergency rules is as set forth in paragraph 1.

5. A standard rulemaking procedure will be undertaken prior to the expiration of these temporary emergency rules.

6. The department maintains a list of interested persons who wish to receive notices of rulemaking actions proposed by this agency. Persons who wish to have their name added to the list shall make a written request, which includes the name and e-mail or mailing address of the person to receive notices, and specifies the particular subject matter or matters regarding which the person wishes to receive

notices. Such written request may be mailed or delivered to the Department of Labor and Industry, attention: Mark Cadwallader, 1315 E. Lockey Avenue, P.O. Box 1728, Helena, Montana 59624-1728, faxed to the department at (406) 444-1394, or e-mailed to [mcadwallader@mt.gov](mailto:mcadwallader@mt.gov), or may be made by completing a request form at any rules hearing held by the agency.

7. The bill sponsor contact requirements of 2-4-302, MCA, do not apply.

/s/ MARK CADWALLADER  
Mark Cadwallader  
Alternate Rule Reviewer

/s/ BRENDA NORDLUND  
Brenda Nordlund, Acting Commissioner  
DEPARTMENT OF LABOR AND INDUSTRY

Certified to the Secretary of State March 17, 2020.



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.

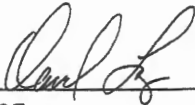
If an employee reasonably believes another employee(s) has met one or more of the above conditions, the employee shall report such to the employer as soon as reasonably possible. The employer shall then follow all appropriate guidance and protocols to ensure a safe jobsite.

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.

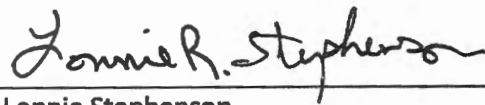
Signed for NECA



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>



TO: All NECA Chapters and IBEW U.S. Local Union Business Managers  
CC: All NECA and IBEW District and Regional Field Operations, Officers and Staff  
FROM: IBEW International President Lonnie R. Stephenson, NECA CEO David Long  
SUBJECT: Questions and Answers (Q&A) - National Disease Emergency Response Agreement (NDERA)  
DATE: March 19, 2020

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In response to the release of the National Disease Emergency Response Agreement (NDERA) on Monday March 16 that was designed to address the current national public health emergency and to provide guidance for our industry, we have received a number of questions.

The attached NDERA Questions and Answers has been written to address the questions we have received from the field to date and the guidance is intended to answer as many of those questions as possible. These questions and answers are subject to being revised by NECA and the IBEW as often as necessary.

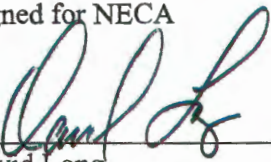
The questions and answers have been vetted and reviewed by both IBEW and NECA Leadership including IBEW International President Lonnie Stephenson, IBEW International Secretary Treasurer Kenny Cooper, NECA President Larry Beltramo and NECA CEO David Long. Additionally, these Questions and Answers have also received legal review from the legal counsels of both organizations.

This threat is ongoing and must be continually monitored by the parties who have agreed to discuss any questions, new legislation or regulation related to the coronavirus or similar disease that may impact this agreement. This agreement has provided the electrical construction industry with the ability to react quickly to potential emergencies related to this pandemic.

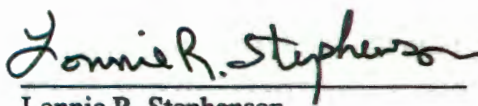
Once again, the IBEW and NECA are leaders in the construction industry with the development of the NDERA and other organizations in the construction industry are working on similar agreements for their industries using the NDERA as the pattern.

If you have any questions, please be sure to contact either the IBEW or NECA national organizations.

Signed for NECA

  
\_\_\_\_\_  
David Long  
CEO  
Date: 3/19/20

Signed for IBEW

  
\_\_\_\_\_  
Lonnie R. Stephenson  
International President  
Date: 3/19/20



# **JOINT NECA/IBEW NDERA Q&A (3.19.2020)**

*The intent of the National Disease Emergency Response Agreement ("NDERA") is to address the current public health emergency and provide guidance on safety and referral issues in a fair manner. Several questions have arisen at a local level, 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.*

**IMPORTANT:** *Unless they have adopted their own agreement at the local level, Local Unions must post the NDERA and these Q&As on their website; if possible, in their referral halls; and should, if possible, email them to their members. If a Local Union and Chapter have adopted their own coronavirus agreement instead of the NDERA, then that locally negotiated agreement must be distributed and posted by the Local Union as set forth in this paragraph.*

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

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 sign the out-of-work list, can they still be recalled by the contractor they were working for before losing employment?**

Yes. The NDERA 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, and irrespective of whether such employees have signed their local union's out-of-work list. Nothing in the NDERA prohibits an employee from signing the out-of-work list.

- 3. To what jobs does this Agreement apply?**

All jobs covered by an agreement between any chapter of NECA and any local union of the IBEW. 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.

- 4. If employees lose their job due to coronavirus, sign the out-of-work list and obtain a regular "long-term" referral, may they still be recalled by contractor for which they were working before losing their job due to coronavirus?**

No. However, if employees only take a short-term call, then they may still be recalled by the contractor for which they were working before losing their job due to coronavirus. For purposes of this NDERA, a short-term call shall be as defined in the applicable Local Agreement or in the Local's referral procedures. If a Local does not have an Agreement or referral procedure defining the length of a short-term

call, then for such Locals for purposes of this NDERA only, a short-call shall mean a call of 14 calendar days or less.

**5. 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.

**6. If a Local and a Chapter do not enter into their own agreement addressing the impact of coronavirus, does the NDERA apply to the construction agreements between that Local and Chapter?**

Yes. As the NDERA states: *"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."*

**7. 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 NDERA contains links to resources for the employer's reference.

**8. Is there a maximum length for a furlough?**

- a. For employees observing the CDC recommended quarantine period due to exposure to coronavirus or similar disease, the furlough should end when the employee has completed the recommended quarantine period and provided a doctor's release to return to work.
- b. For employees who have been restricted or denied access to a jobsite due to coronavirus, the furlough shall end when the jobsite reopens.
- c. All furloughs pursuant to the NDERA will end when the Parties terminate the NDERA.

**9. 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.

**10. 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.

**11. Should the Local and Chapter devise a system to ensure that each is informed of which employees have lost employment due to coronavirus?**

Yes, the IBEW and NECA encourage the parties to devise such a system on the local level.