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NOTICE

Agreement Implementing Procedures in Response to Coronavirus Disease 2019 (COVID-19)

Please see attached document for
further details.

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**AGREEMENT IMPLEMENTING PROCEDURES IN RESPONSE TO
CORONAVIRUS DISEASE 2019 (COVID-19)**

This Agreement is made this 15th day of March 2020, between NJ TRANSIT Bus Operations, Inc. ("Company" or "NJTBus") and the Amalgamated Transit Union, New Jersey State Council ("Union" or "ATU"), the duly appointed labor organization currently representing NJTBus employees in ATU Locals 540, 819, 820, 821, 822, 823, 824, 825 and 880.

WITNESSETH

WHEREAS, on March 9, 2020, Governor Philip D. Murphy issued Executive Order No. 103, which declared that a Public Health Emergency and State of Emergency exist in the State of New Jersey as a result of Coronavirus Disease 2019 (COVID-19); and

WHEREAS, Executive Order No. 103 instructs all state agencies to take appropriate steps to address the public health hazard of COVID-19, including but not limited to, protecting the health and well-being of State employees while ensuring the continuous delivery of State services; and

WHEREAS, NJTBus and the ATU desire to temporarily modify the collectively negotiated agreements for Hourly Employees, Field Salaried Employees and General Office Clerical Employees (collectively the "Labor Agreements") to effectuate the intent of Executive Order No. 103;

NOW, THEREFORE, in consideration of the mutual promises exchanged by the parties as stated herein, NJTBus and the ATU hereby covenant and agree as follows:

1. Employees who have been diagnosed with COVID-19 or directed by a medical professional or government agency to self-isolate or quarantine due to suspicion of exposure to or diagnosis with COVID-19 are not permitted to enter the workplace until they are either medically cleared (regarding those with COVID-19) or until the expiration of the self-isolation or quarantine period (for those who were directed).
2. If an employee:
 - (a) is diagnosed with COVID-19 or directed by a medical professional or government agency to self-isolate or quarantine due to suspicion of exposure to or diagnosis with COVID-19; and
 - (b) the employee: (i) notifies the employee's immediate supervisor by telephone that the employee is: "unavailable to work due to a COVID-19 related medical issue"; and (ii) notifies NJ TRANSIT's Medical Department by telephone (973-378-6072), each as soon as possible upon learning of the diagnosis or direction to self-isolate or quarantine; and

- (c) the employee provides documentation to NJ TRANSIT's Medical Department from a local, state or federal governmental agency, a medical professional or hospital verifying the diagnosis or quarantine within three work days of the employee's initial absence via email to medical@njtransit.com or via fax to (908) 445-3392;

then the employee shall be considered an "Affected Employee" and the Affected Employee:

- (i) shall not be subject to the Attendance Policy contained in the Labor Agreements;
- (ii) shall not be required to utilize accumulated leave time; and
- (iii) shall be paid 8 hours straight time (7 hours straight time for those on a 35 hour work week) for each regularly scheduled day of work missed without any additional compensation, including but not limited to additional run time, sick pay, overtime or other compensation benefits.

3. If an employee:

- (a) incurs absences caused by the employee's need to care for an immediate family member who is diagnosed with COVID-19 or directed by a medical professional or government agency to self-isolate or quarantine due to suspicion of exposure to or diagnosis with COVID-19; and
- (b) the employee: (i) notifies the employee's immediate supervisor by telephone that the employee is: "unavailable to work due to a COVID-19 related medical issue involving care of an immediate family member"; and (ii) notifies NJ TRANSIT's Medical Department by telephone (973-378-6072), each as soon as possible upon learning of the need to care for the immediate family member who has been diagnosed or directed to self-isolate or quarantine due to COVID-19; and
- (c) the employee provides documentation to NJ TRANSIT's Medical Department from the immediate family member's primary care physician attesting to the diagnosis and/or quarantine and the need for the employee to provide care for the immediate family member within three work days of the employee's initial absence via email to medical@njtransit.com or via fax to (908) 445-3392;

then the employee shall be considered an "Affected Employee" and the Affected Employee :

- (i) shall not be subject to the Attendance Policy contained in the Labor Agreements;
- (ii) shall not be required to utilize accumulated leave time; and

- (iii) shall be paid 8 hours straight time (7 hours straight time for those on a 35 hour work week) for each regularly scheduled day of work missed without any additional compensation, including but not limited to additional run time, sick pay, overtime or other compensation benefits.

4. If an employee has been diagnosed with COVID-19 or directed by a medical professional or government agency to self-isolate or quarantine due to suspicion of exposure to or diagnosis with COVID-19 and does not comply with all requirements of this Agreement, then the employee: (a) shall not be considered an Affected Employee; (b) shall not be entitled to the benefits contained in this Agreement; (c) shall be required to utilize accumulated leave time; and (d) shall not be entitled to pay while out of work. Such employees may apply for benefits to which they are legally entitled (i.e. – Disability).

5. If an employee:

- (a) needs to care for a dependent child due to the closure of a child care center, special needs facility, preschool program, elementary or secondary school (Grades K-8), related to COVID-19, and the employee provides documentation verifying the COVID-19 related closure; and

- (b) the employee notifies the employee's immediate supervisor by phone as soon as possible upon learning of the need that they are "unavailable for work due to a COVID-19 school closure"; and

- (c) the employee provides documentation to the employee's immediate supervisor verifying the COVID-19 related closure;

then the employee shall not be subject to the Attendance Policy contained in the Labor Agreements. It is further provided that: (i) if more than one parent works for NJ TRANSIT, only one is eligible for the benefit of this Section 5 of the Agreement; and (ii) an employee may elect to move an entire week of vacation to receive pay for the unpaid leave available under this Section 5 of the Agreement by notifying the employee's supervisor immediately upon learning of the need to take leave under this Section 5 of the Agreement. The employee may only utilize this Section 5 of the Agreement for so long as the need to care for a dependent child persists due to the COVID-19 related closure.

If an employee becomes available to work during the COVID-19 related-closure, they must notify the garage consistent with current contractual rules (i.e. – by 2pm the day before their day of return for bus operators). Employees who pick work will not be guaranteed their picked work or pay. They will be paid for work as assigned pursuant to the contract, if work is available.

6. All Affected Employees must provide periodic updates as to their condition and expected date to return to work to NJ TRANSIT's Medical Department by

telephone: (973) 378-6072 or email: medical@njtransit.com, immediately upon learning of a change but no less than once every fourteen (14) calendar days.

7. All Affected Employees must immediately notify NJ TRANSIT's Medical Department by telephone (973) 378-6072 or email: medical@njtransit.com (a) upon the end of a quarantine or self-isolation period, (b) upon being upon being cleared to return to work, or (c) upon any other change in circumstance that allows them to return to work.
8. An Affected Employee's continuing cooperation with NJ TRANSIT's Medical Department and this Agreement's provisions, including notice and documentation provisions, are conditions precedent to the benefits of the terms of this Agreement. Failure by an affected employee to cooperate with NJ TRANSIT's medical department and comply with the terms of this Agreement shall result in the application of the regular provisions of the Labor Agreements and eliminate any obligation of NJ TRANSIT to comply with the terms of this Agreement as to the affected employee.
9. The terms of this Agreement, including an Affected Employee's right to pay and non-application of the terms of the attendance policies contained in the Labor Agreements, shall cease immediately upon termination of this Agreement.
10. This Agreement shall terminate upon the sooner of: (a) a determination by NJTBus, that the Agreement is no longer necessary and appropriate; or (b) three months after the effective date of this Agreement.
11. The Company will make themselves available to meet with the Union prior to termination to discuss the termination of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written above and have affirmed that each person signing this Agreement has been fully empowered and authorized by his respective body to execute this Agreement.

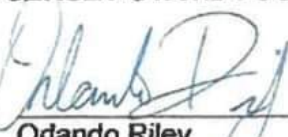
NJ TRANSIT BUS OPERATIONS, INC.

By:


Michael P. Kilcoyne
Sr. Vice President, Surface Transit
& General Manager of Bus Operations

**AMALGAMATED TRANSIT UNION,
NEW JERSEY STATE COUNCIL**

By:


Orlando Riley
Chairman / State Business Agent