



6/22/2020

ATU Local 1181-1061 Proposals
for
Effects Bargaining

- I- PPE (Personal Protective Equipment)- EMPLOYERS MUST SUPPLY THE FOLLOWING:
- a) CDC compliant face masks.
 - b) CDC compliant gloves.
 - c) CDC compliant cleaning and disinfecting solutions and wipes.
 - d) Physical barriers (e.g., secured plexiglass guards or clear vinyl curtains) in driver and attendant area to protect from sneezing, coughing, spitting, etc.
 - e) Physical guides, such as tape on floors or seats and signs, to ensure that employees and children remain at least 6 feet apart.
 - f) Signs posted on outside of vehicle that passengers must wear masks.
 - g) Hand sanitizer that contains at least 60% alcohol.
 - h) Any cost related to PPE shall be paid 100% by the company.
 - i) Employees shall be compensated at their regular rate of pay and in addition to their daily guarantee of hours for all time spent donning and doffing PPE and cleaning and disinfecting.
- II- TRAINING- THE NEW YORK CITY DEPARTMENT OF EDUCATION (DOE) IN COORDINATION WITH THE PRIVATE COMPANIES SHALL CONDUCT THE FOLLOWING TRAINING ASAP
- a) How to properly and safely use face masks and gloves.
 - 1) The proper way to put on a mask and gloves.
 - 2) How to properly remove gloves and masks safely as to ensure no spread of the virus.
 - b) Proper and safe use of cleaning and disinfecting solutions.
 - 1) When to use cleaning and disinfecting solutions.
 - 2) How to use cleaning and disinfecting solutions so that they effectively kill the virus.
 - 3) How to mitigate any cleaning and disinfecting fumes that may be left behind so that employees and children are not endangered.

- c) How to properly load and strap in a wheelchair while limiting the chance for spread of the virus.
- d) How to properly and safely greet, load and discharge children using social distancing protocols.
- e) How to properly communicate with parents and guardians concerning safety protocols.
- f) How to properly conduct temperature checks for children, maintain confidentiality, and report signs of illness.
- g) How to properly ensure children use hand sanitizer boarding and exiting the vehicle.
- h) How to seat children on the bus so as to **not** promote spread of the virus, keeping the children, drivers and attendants safe by maintaining a distance of at least 6 feet, when possible.
 - 1) General Education- one child to a seat, every other seat, also children must sit near the window on both sides of the aisle for maximum distancing.
 - 2) Special Education- properly distancing our most vulnerable children.
- i) How to ensure ventilation on the vehicle operates properly and effectively to increase circulation of outdoor air as much as possible (based on scientific studies and recommendations specific for school buses).
- j) Employees shall be compensated at their regular rate of pay and in addition to their daily guarantee of hours for all time spent in training.

III- SCHOOL BUS WORKERS COMPLIANCE AND 19A MEDICALS

- a) NYC DOE in coordination with the school bus companies shall set-up by appointment, locations where drivers and attendants can have their yearly physicals completed by soliciting Physicians who will work with the DOE and the companies.

IV- TESTING for COVID-19

- a) As a precaution all drivers, attendants and mechanics shall be tested for COVID-19 before school bus service resumes.
- b) All drivers, attendants and mechanics shall have their temperature taken upon arriving to work each day in order to protect co-workers and the children they serve. Recorded information shall be kept confidential but shall be shared with the Union upon request.
- c) All drivers, attendants and mechanics shall complete a health screening form upon arriving to work each day in order to protect co-workers and the children they serve. Recorded information shall be kept confidential but shall be shared with the Union upon request.
- d) Any cost related to testing for COVID-19 shall be paid 100% by the company.
- e) Employees shall be compensated at their regular rate of pay and in addition to their daily guarantee of hours for all time spent testing for COVID-19, having their temperature taken, completing a health screening form, and related tasks.

V- REPORTING TO YARD

The Company shall take all measures necessary to ensure that employees are protected against COVID-19 when they report to a company yard or facility. These measures include, but are not limited to, access to:

- a) Handwashing stations with soap, clean running water, drying materials, and trash receptacles.
- b) Alcohol based hand sanitizer.
- c) Cleaned and disinfected break rooms.
- d) Cleaned and disinfected bathrooms.
- e) Limited number of employees in confined areas.
- f) Physical guides, such as tape on floors and signs, to ensure that employees remain at least 6 feet apart, especially at entrances and exits.
- g) No sharing of tools and equipment absent sanitizing.
- h) No visitors. Union representatives shall have access to the yard on the same basis as employees.

VI- PRETRIPS

In addition to the ordinary inventory conducted by drivers during a pretrip, drivers shall conduct an inventory of necessary PPE and supplies, especially cleaning and hygiene supplies.

VII- HAZARD PAY

- a) Employees shall be entitled to Hazard Pay only during a Period of Emergency related to the coronavirus or COVID-19 as recognized by federal authorities, or by any New York State or New York City authorities with jurisdiction over all or a portion of the employer's service area. A Period of Emergency shall include, but not be limited to, any period of time during which a national or New York State or New York City emergency has been declared, there is a stay-at-home order in effect, or there is a similar declaration or order in effect related to the coronavirus or COVID-19.
- b) All employees represented by the Union shall receive Hazard Pay at not less than one and one half (1½) times their Regular Rate of Pay for all hours worked.
- c) For the purpose of this Section, the term Regular Rate of Pay shall include an employee's regular wage rate and in addition any additional amounts which an employee would normally receive under the existing collective bargaining agreement (whether in effect or expired), or any existing policy or practice, such as differentials, trainer pay and ASE certification premiums.
- d) Employees shall receive Hazard Pay for hours actually worked, and shall not receive Hazard Pay for non-work hours which are compensated such as vacation, sick or administrative leave.

VIII- COMMUNICATION

The Company shall designate someone from management to oversee compliance with federal, state, and/or local laws, regulations, and orders concerning COVID-19, and the

provisions of this Agreement. This designee shall be available to the Union and its members to address any daily concerns and to ensure regular communication of information.

Key topics for communication include, but are not limited to:

- a) Updated protocols for social distancing on the buses
- b) Safety precautions, including cleaning processes, that will be used on a regular operating basis
- c) Student/family responsibilities at the bus stop and on the bus ride
- d) Any changes to the number of bus runs or routes
- e) Any changes to loading and discharging of children

IX- STAFFING

- a) Each General Education bus shall have an attendant to ensure children are following safety protocols.
- b) In the event the Company is unable to employ a sufficient number of drivers or attendants to perform all runs, the Company may assign a driver or attendant to a second AM run and/or a second PM run based on seniority, location (proximity), and time considerations. However, drivers or attendants who complete more than one AM and one PM run in a work day shall receive two hours of compensation at their regular rate of pay while so engaged in addition to their daily guarantee of hours or hours worked, whichever is greater.

X- PARENTS, GUARDIANS AND CHILDREN

- a) Parents and guardians shall be required to wear face masks when delivering or picking up a child from the school bus.
- b) Parents and guardians shall accompany all children at a bus stop for pick up and drop off by General Education buses.
- c) Children shall be required to wear a face mask before entering a school bus and until after they leave the school bus.
- d) Because this is a community spread virus, those who do not comply shall be refused service as this puts the other children and the school bus staff in danger.
- e) The DOE and and/or companies shall supply school bus workers with additional face masks to give children who do not have access to a face mask.

XI- DISCIPLINE AND DISCHARGE

- a) Absences due to COVID-19, including exposure to COVID-19 or the need to care for family members, shall not be the basis for discipline.
- b) Refusals to Work
The Company recognizes that working while the COVID-19 pandemic persists is inherently dangerous and that an employee is not required to work if the Company has not eliminated any known hazard.

Because it is not always known if coronavirus is present, the Company shall not discipline any employee who refuses to work, based solely on his or her subjective evaluation of safe work conditions, on two, separate occasions. The employee must set forth his or her reasons to the Company.

An employee who refuses to work on a third, separate occasion may be suspended up to one day without pay if the suspension is based on just cause.

An employee who refuses to work on a fourth, separate occasion may be suspended up to five days without pay if the suspension is based on just cause.

An employee who refuses to work on a fifth, separate occasion may be discharged if the discharge is based on just cause.

XII- SICK LEAVE

- a) Drivers, attendants and mechanics who test positive or are experiencing COVID-19 symptoms while seeking a medical diagnosis, shall be paid at full pay for all sick leave due to COVID-19. This shall include all time spent in quarantine and recuperation until they are fit for duty and can return to work as ordered by their doctor.
- b) Drivers, attendants and mechanics who have been directed by their medical provider to remain out of the workplace during the COVID-19 pandemic due to an underlying health condition (their own or that of a household member) until such time as the employee is able to return to the workplace shall be paid at full pay for all sick leave due to COVID-19.
- c) Drivers, attendants and mechanics who have been caring for a child whose school or day care has been closed due to COVID-19 shall be paid at full pay for all sick leave until the child's school or day care reopens or another child care option becomes available.
- d) Absences due to COVID-19 shall not be counted against an employee's allotment of paid sick days.
- e) Absences due to COVID-19 shall not disqualify an employee from pay for a holiday or other day when attendance the day before and/or after is required to be paid for the day.
- f) Absences due to COVID-19 shall not require medical documentation.

XIII- NO STRIKE WAIVER

Notwithstanding the general "No Strike" provision, the Union has the right to strike without any prior notice if the Company fails to eliminate a COVID-19 related danger that the Union brought to the Company's attention.

XIV- HEALTH AND SAFETY COMMITTEE

A Health and Safety Committee shall be created for the purpose of developing any further measures to ensure employees have adequate health and safety protections.

The committee shall be composed of two members designated by the Employer and two members designated by the Union. The Committee will be responsible for recommending to the Company and the Union any additional policies and practices to ensure employee health and safety.

XV- COMPLIANCE

The Company shall comply with all other applicable CDC and government guidelines.

XVI- TERM OF AGREEMENT

The terms of this Agreement shall continue in effect until any applicable federal, state, and/or local laws, regulations, and orders concerning the COVID-19 pandemic expire.

The Union reserves the right to add, withdraw, and/or modify proposals during the course of these negotiations.