



## **Covid-19 Information**

### **Overview of the November 2021 Memorandum of Agreement Governing Employee Rights During the Pandemic**

**CWA Local 1033  
609-394-7725**

---



# How Covid Has Changed Normal

---

Beginning in March 2020, our lives as we knew them, forever changed. COVID 19 was spreading across the world and hundreds of thousands of people were getting sick, admitted into hospitals and Intensive Care Units and many were dying. There was no way any of us could have prepared for such a widespread pandemic.

During this time, CWA worked with the administration so all employees, where possible, could work from home while a plan to deal with the health crisis was developed. Some employees worked throughout the pandemic as the nature of their functions couldn't be performed remotely. With pressure to get public services opened, the administration set September 7<sup>th</sup> as a full return for all remote workers. The Union immediately jumped into action advocating for a delayed return due to Health and Safety concerns. We successfully delayed that opening until October 18<sup>th</sup>. Still not satisfied with the overall Health and Safety concerns, we again successfully delayed a full opening until this month. (November).



As time went on, vaccines were developed that gave people greater protections against the most severe effects of Covid 19. CWA supported voluntary vaccines for its members and worked with the administration to make vaccines available to those who were interested but having difficulty getting appointments. CWA never supported mandatory vaccine requirements and immediately notified the state that testing and vaccines were subject to the collective bargaining process.

We began bargaining for the State Colleges and Universities as each operates autonomously. Some were already mandating vaccines while others were mandating testing as an alternative. We reached an agreement on this group the end of September and immediately moved to begin negotiations for the Executive Branch. We successfully delayed a full return to work on 3 occasions to ensure compliance with federal and state safety mandates.

On Friday, November 12<sup>th</sup>, CWA and the State signed a Memorandum of Agreement. The details of the MOA are as follows:

## A. Vaccinations and Testing:

1. Covid-19 Vaccines will be provided at no out-of-pocket costs to employees.
2. Proof of vaccination status will be treated as confidential medical information, stored separately from the employee's personnel file. Only designated HR personnel will be authorized to access such information.
3. Employees not fully vaccinated (fully vaccinated is defined as two weeks or more after the employee receives the second dose of a two-dose vaccine or two weeks or more after the employee receives a single dose vaccine) will be subject to Covid testing at least once a week between Sunday and Saturday of every week.
4. Employees who are not fully vaccinated and who are not physically on-site at the workplace during a week where testing would otherwise be required, will not be required to submit to testing that week.
5. Testing will be done on work time, without loss of employee time using the State's existing vendor, which offers a Saliva PCR test or may provide employees with a test kit that can be used anywhere and provides a virtual telehealth visit via video to observe specimen collection. Other testing methods may be used as well.
6. Testing done through State agencies will be at zero cost to the employee. No insurance information or charges will be required of the employee.
7. Test results will be provided to both the employee and the department through a HIPPA compliant platform.
8. The Department will consult with the NJ Department of Health for guidance on proper procedures regarding increases in infection rates.
9. The parties agree that employees are entitled to paid leave, currently up to 7 hours, for vaccination purposes. This time can be used intermittently for purposes of getting vaccinated or booster shots or any side effects from the vaccine.

## COVID RELATED LEAVE TIME

10. COVID-19 SICK LEAVE entitles employees to **PAID** Covid-19 Sick Leave for each occurrence when:

- The employee is unable to work due to a Covid-19 related isolation or quarantine. Employee must provide name of the health care provider who advised them to isolate or quarantine, or proof of a positive Covid-19 test.
- The employee is experiencing symptoms of Covid-19 and is awaiting test results. Employee must provide supporting documentation from a medical provider.
- The employee has tested positive for Covid -19. Employee must provide positive test result verification.
- The employee is the primary caretaker for an individual who is required to isolate or quarantine. Employee must provide documentation indicating the government entity or the name of the health care provider that directed the quarantine or isolation.
- An employee seeking leave to care for an individual seeking medical diagnosis must present proof of a positive Covid-19 test or appropriate supporting documentation from the medical provider where care is being provided due to symptoms.

11. The MOA allows employees to use up to 10 days of **paid** Covid-19 Family Leave if the employee is unable to work because:
- The employee is caring for a child whose school has been closed to in-person instruction or whose child-care provider is unavailable due to Covid-19. Documentation must be provided to the employer indicating the name of the child and the school or child-care provider, as well as a statement from the employee that no other suitable person is available to care for the child during the requested period of Covid-19 Family Leave.
  - The 10 days can be intermittently or all at once.
  - An employee who is the primary caretaker of a school aged child, a child under five years of age attending child-care, or an adult that attends a congregate care setting, including but not limited to adult day care, senior care, or a developmental disability day program impacted by a Covid-19 related isolation, quarantine, or closure may work remotely for the period of the Covid-19 related isolation, quarantine, or closure, if necessary. The employee must submit documentation from the school, child-care center, or congregate care setting for this limited exception.
12. An employee needing leave beyond the time provided for in paragraphs 9-11 may request to utilize sick leave or other accrued leave in accordance with the Collective Bargaining Agreement. This would include multiple occurrences under paragraph 11 or additional vaccine reactions under paragraph 9.

13. An employee who is eligible for COVID19 leave described in paragraphs 10 and 11, but is able to work remotely, may work remotely, at the employee's request, for the period of time they would otherwise be eligible for COVID19 leave so long as they submit the required documentation outlined in the rule governing COVID19 Sick Leave and COVID19 Family Leave. Requests shall NOT be unreasonably denied.

14. These leave entitlements set forth in paragraphs 9-13 above shall be in effect through March 31, 2022.

Exemptions from On-Site Work:

15. Employees who for medical reasons are unable to work onsite, may request an accommodation, including but not limited to, working remotely, by submitting a request for accommodation pursuant to the

**New Jersey Law Against Discrimination (ADA) or other applicable law.**



# What is the ADA?

---

Title 1 of the American with Disabilities Act (ADA) requires an employer with 15 or more employees to provide a ***Reasonable Accommodation*** to qualified employees with disabilities, unless doing so would cause the employer an undue hardship.

- An Accommodation is any change in the work environment, or in the way things are customarily done that enables an individual with a disability to enjoy equal employment opportunities.

# Who Qualifies?

---

To be protected by the ADA, one must have a disability, which is defined by the ADA as a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment.

According to the CDC, on average, 1 in 4 people have a disability.

# Core Responsibilities of the Job

---

With or without an accommodation, **the worker MUST be able to do the Core responsibilities of the job.**

- While an accommodation may help you perform the core responsibilities of the job, the employer is not obligated to change or remove any of your core job duties.
- Even if you can successfully perform the core functions of your job without an accommodation, you may still qualify for an accommodation to assist you in performing them or non-essential job duties.

# Employer's Side

---

The Employer does not have to provide an accommodation if it would cause an “undue hardship” to the Employer.

- Undue hardship" is defined as an "action requiring significant difficulty or expense" when considered in light of a number of factors. These factors include the nature and cost of the accommodation in relation to the size, resources, nature, and structure of the employer's operation.
- If a particular accommodation would be an undue hardship, the employer must try to identify another accommodation that will not pose such a hardship.
- If there is more than one type of accommodation that would be appropriate for the disability, the employer can select which accommodation it will provide.

# Requesting An Accommodation

---

Each Department has a unit or point person in its Human Resources area who is responsible for handling ADA requests. You can contact that person and ask for the paperwork needed to request an ADA accommodation.

**Be careful:** Many Departments have language asking you to give them permission to speak directly with your doctor. DO NOT authorize this. Many doctors are well-meaning, but inadvertently provide the employer with information they are NOT legally entitled to. Management is notorious for taking advantage of this.

- *Write on the paperwork that you do NOT authorize them to speak with your doctor. If they need additional medical information, they can provide you with a list of their questions and you will obtain the information from your doctor.*

# Interactive Process

---

Working with your employer to obtain an ADA accommodation is supposed to be an “interactive process.” This means you have the right to meet with them to discuss your accommodation request.

As this meeting will involve discussing issues that can significantly affect your working conditions, Weingarten Rights apply, and you can have your Union Rep with you during these meetings.

So when you turn in your completed ADA paperwork, tell them you would like to schedule a meeting to discuss this, “as part of the interactive process.” Then work with your Union Rep to schedule the meeting.

# The ADA is not . . .

---

A wish list

A guarantee of anything

A sure way to be allowed to work remotely

A way to protect a “bad” worker

## HEALTH & SAFETY PROTOCOLS

- 1. Masks** – All State employees will be required to wear, at minimum, cloth or disposable face masks indoors in all State Executive Branch offices. Employees may remove their mask when eating or drinking, seated at a workstation, separated from other individuals by a minimum of six (6) feet, or when in a room alone. Masks will be provided by the employer. Employees can be denied entry into the worksites for non-compliance of the mask mandate and are subject to disciplinary action.
- 2. Sanitization** – materials will be provided to employees, customers and visitors, at no cost to the employees. Hand sanitizer will be available throughout the work area. Sanitizing wipes will be placed in high touch areas.
- 3. Breaks** – Employees will be given additional break time to allow for increased and repeated handwashing throughout the day.
- 4. Worksites** – will be cleaned and disinfected through a licensed provider in accordance with the CDC guidelines when a positive Covid case has been identified.
- 5. Staggered Work Hours** – Employees may be assigned staggered work hours to avoid congregating near elevators and in lunch areas.
- 6. Daily Health Screening** (temperature and/or self assessment) must be conducted upon entry to the workplace. **As always, we must remind you that if you're not feeling well – STAY HOME!**



- Bonus Payments to Members at Step 10/Max • Effective October 1, 2021, members who have completed at least 24 months in their range at step 10 will receive an off-base payment of \$750. Members who have completed at least 36 months in their range at step 10 will receive an additional \$250 off-base. • Effective October 1, 2022, members who have completed at least 24 months in their range at step 10 will receive an off-base payment of \$750. • The off-base payment is not added to base salary and will not be subject to pension or health benefits deductions. Once all eligible employees are verified with Centralized Payroll, payment should be issued on **November 19<sup>th</sup>**.
- A 2% Across the Board salary increase is due to all CWA represented employee the first full pay period after December 1<sup>st</sup>. This increase is added to your base salary and your pension credit.

Check the Local 1033 Facebook Page and our Website for additional information and meeting events –

[www.cwalocal1033.com](http://www.cwalocal1033.com)

**Local 1033 – 609-394-7725**