

## MEMORANDUM OF AGREEMENT

Whereas, SEIU Local 32BJ (“Union”) and the undersigned employers (the “Employers”) are parties to the 2020 New Jersey Contractor Agreement (the “Agreement”);

Whereas, the COVID-19 pandemic is impacting the building operations and building service workers throughout the State of New Jersey;

Whereas, the parties desire to maintain stable labor relations during the COVID-19 pandemic, ensure an effective response to the public health crisis and the provision of essential services, minimize dislocation and mitigate the impacts on employees;

Whereas, certain buildings are experiencing closures, or reductions in operations as a result of COVID-19 and it is anticipated that these closures and/or reductions will be temporary in duration;

Now therefore, the Employer and the Union agree to the following:

1. For any employees who have been laid off or who become ineligible for health coverage due to reductions in the days or hours per week they work on or after March 6, 2020, the parties shall recommend to the Trustees of the Building Service Local 32BJ Health Fund that coverage shall continue for such laid off/ineligible employees for an additional thirty (30) days (beyond the thirty days to which they are already entitled) from the date of their layoff or loss of eligibility.
2. Recognizing that some employees will be unable to report to work due to circumstances related to the pandemic, including child care obligations and vulnerable medical conditions, the Employer shall make reasonable efforts to utilize employees’ paid time off, including vacation, sick, and personal days (collectively “PTO”) to pay employees during absences due to circumstances related to the pandemic, unless such employee opts, in writing, not to use paid time off for any such absence pursuant to a form to be developed by the parties.
3. If, pursuant to U.S. Centers for Disease Control and Prevention and/or New Jersey State or other applicable government guidelines, an Employer directs an employee or employees to self-quarantine or self-isolate because of a worksite exposure to COVID-19, such employee will be paid two (2) weeks of paid time off without reduction of any such affected employee’s existing PTO entitlements. For any other self-quarantine or self-isolation or layoff, the Employee may elect to utilize their PTO or statutory paid leave, if available. With respect to statutory paid leave, the parties agree that the mandatory paid leave provisions applicable to the larger covered employers shall apply to all work sites and employees covered by the Agreements, irrespective of their building or employer size.
4. In the event the operations at a building are suspended or reduced for reasons related to the pandemic, the requirements in the Agreements for advance notice of a reduction in force or a reduction in hours shall be suspended for thirty (30) days from the date of this Agreement, subject to further extension if necessary and mutually agreed upon, provided that the Employer shall provide the Union with prompt notice of reduction, including identifying the affected employees and the reason for the reduction. Notwithstanding any prohibition of a

reduction in employee work hours, the employer may reduce employees' hours in appropriate circumstances for reasons related to the pandemic. While the advance notice requirements are waived, the parties reserve their substantive rights and defenses regarding the implementation of any reduction that are not specifically waived in this Agreement.

5. Similarly, the requirement for advance notice of schedule changes that are being implemented for reasons related to the pandemic shall be suspended for thirty (30) days from the date of this Agreement, but prompt notice of schedule changes shall be provided to the Union.

6. Due to the rapidly evolving operational circumstances in many affected buildings due to the pandemic and the expectation that many closures and/or reductions in operations will be temporary in duration, bumping rights shall be suspended for thirty (30) days from the date of this Agreement, subject to a mutually agreed upon extension by the parties.

7. In light of the increased staffing needs at certain buildings and the goal of minimizing the effect of temporary layoffs where possible, the Union and the Employer shall cooperate to offer displaced employees temporary assignments at other locations where feasible for the Employer and the employee(s), including, the temporary redeployment of commercial employees to work at residential buildings without regard to seniority. The Union shall be provided appropriate written notice of redeployments and reassignments as practicable; multiple notices of reassignment are not required under these pandemic circumstances. If a building Employer is retaining a signatory contractor for the purposes of providing additional staffing, the contractor, as soon as practicable, shall provide written notice to the Union, including the roster of the contracted employees who have been temporarily redeployed.

8. Termination Pay provision deleted as inapplicable.

9 The Union and representatives of ABM, CRS and Bravo (aka the Executive Committee) shall form an ad hoc work group to coordinate on issues related to the pandemic including reductions and redeployment. Notice of reductions shall be sent to Kevin Brown ([Kbrown@seiu32bj.org](mailto:Kbrown@seiu32bj.org)) and Luz Garate ([Lgarate@seiu32bj.org](mailto:Lgarate@seiu32bj.org))

10. In the event of federal or state legislation with respect to family medical leave, paid leave or other effects of COVID-19 on employees and employers, the parties shall meet and confer with respect to the implementation of such provisions.

11. The parties shall urge that any federal, state or local regulation or legislation regarding a shelter in place or mandatory quarantine order should consider building service employees as essential employees and grant them access to their workplaces.

SEIU Local 32BJ

By: \_\_\_\_\_  
Kevin Brown, Vice President

Date: \_\_\_\_\_

ABM:

Date:

By: \_\_\_\_\_

Fred Ward

Allan Industries

Date:

By: \_\_\_\_\_

John Rietzen

Bravo Building Services

Date:

By: \_\_\_\_\_

Frank Wardzinski

Collins Building Services

Date:

By: \_\_\_\_\_

Jason Sardinas

CRS Facility Services

Date:

By: \_\_\_\_\_

Paul Carr

SBM Site Services, LLC

Date:

By: \_\_\_\_\_

Dave Sweet