

MEMORANDUM OF AGREEMENT

Whereas, SEIU Local 32BJ (“Union”) and the Realty Advisory Board on Labor Relations Inc. (“RAB”) on behalf of its members (“Employers”) are parties to the 2018 Apartment Building Agreement and the 2018 Resident Managers and Superintendents Agreement;

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

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 residential building owners and managers are seeking additional employees in response to the COVID-19 public health emergency to augment existing building staff to cover for anticipated high volume and extended employee absences and for enhanced cleaning and disinfecting services for the health and safety of tenants and employees (“Temporary Employees”);

Now, therefore, the RAB, on behalf of its members, and the Union agree to the following (“this Agreement”):

1. Employers may hire Temporary Employees under the 2018 Apartment Building Agreement under the following terms:
 - a. No hiring of Temporary Employees shall result in the loss of employment or loss of hours of work of any regular employees. Any former employee of a building with exercisable recall rights, pursuant to Article XIX, Section 19, of the 2018 Apartment Building Agreement, will receive preference, in seniority order, for any offer of temporary employment made under this paragraph, consistent with Article XIX, Section 18, of the Apartment Building Agreement’s requirements for filling vacancies. No regular employee at any building may be laid-off while any Temporary Employees are working at that building.
 - b. Temporary Employee shall be covered under the 2018 Apartment Building Agreement to the same extent as vacation replacement employees and shall receive not less than 60% of the minimum applicable wage rate.
 - c. The period of time any Temporary Employee is working under this Agreement shall not count towards the five-month threshold for vacation replacement employees to become eligible for a higher wage rate under Article XIX, Section 10.
 - d. In the event an Employer seeks to hire Temporary Employees under the terms of this Agreement, the Employer shall complete and transmit to the Union and the RAB a copy of the form, annexed as Exhibit A, that notifies the Union and RAB of the hiring of Temporary Employees at the identified building and other details.

e. The Employers shall promptly send a list of names and dates of hire of all Temporary Employees hired under this Agreement to the designated Union representative identified on the form at Appendix A.

2. The parties agree that this Agreement will remain in full force and effect from the date it is fully executed for a period of ninety (90) days, subject to termination or extension by mutual written agreement.

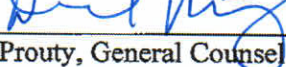
3. Nothing in this Agreement is intended, or shall be construed, to modify the Employers' obligations under Article II concerning subcontracting.

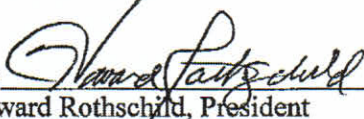
4. The Union may offer the same terms for the use of Temporary Employees under this Agreement to independent residential employers in New York City and will transmit a copy of the form at Appendix A completed by such independent employer to the RAB.

5. The parties further agree that any dispute as to the terms and conditions of employment for Temporary Employees or other disputes arising out of the implementation of this Agreement will be subject to the grievance and arbitration procedures of the applicable collective bargaining agreement for the relevant building as the sole and exclusive forum for the resolution of such dispute.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 32BJ

REALTY ADVISORY BOARD ON LABOR
RELATIONS, INC.

By: 
David Prouty, General Counsel

By: 
Howard Rothschild, President

Date: 3/20/2020

Date: 3/24/20

EXHIBIT A

Notice of Use of Temporary Employees Due to Impact of COVID-19

To: SEIU Local 32BJ:
Kevin Stavris kstavris@seiu32bj.org
cc: Mateo Daija mdaija@seiu32bj.org

Realty Advisory Board on Labor Relations, Inc.:

The residential employer identified below ("the Employer") is currently a party to the 2018 Apartment Building Agreement with SEIU Local 32BJ ("the Union"). Pursuant to an agreement between the Union and Realty Advisory Board on Labor Relations ("RAB"), the Employer hereby provides notice that it intends to hire a certain number of temporary employees for the performance of bargaining unit work at the residential property identified below ("the Building") due to the public health emergency caused by the COVID-19 pandemic ("Temporary Employees").

I, as the undersigned representative of the Employer, have read and hereby agree to all the terms of the agreement reached between the Union and RAB concerning the use of Temporary Employees.

The use of Temporary Employees at the Building under the terms set forth above shall expire upon ninety (90) days from the date received by the Union. All disputes shall be subject to the grievance and arbitration procedure of the applicable collective bargaining agreement.

Building Name and Address

Number of Temporary Employees

Employer Signature

Employer Printed Name and Title

Employer Corporate Name (if applicable)

Date