

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 2020 RAB Commercial Building Agreement, the 2020 RAB Contractors Agreement, the 2018 Apartment Building Agreement, the 2018 Resident Managers and Superintendents Agreement, the 2018 Long Island Apartment Building Agreement, the 2016 RAB Security Officers Agreement, and the 2016 RAB Window Cleaners Agreement (collectively the “Agreements”);

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 buildings and Employers are experiencing difficulties in continued operations as a result of COVID-19 and these buildings may wish to reduce labor cost while retaining trained employees and maintaining benefits for employees; and

Whereas, under New York State Labor Law, the New York Department of Labor (“NYDOL”) administers a program known as “Shared Work” (Art. 18, Title 7-A (§§ 602-612)) which provides certain financial benefits to the employees of employers who participate in Shared Work by avoiding lay-offs through reduced work schedules for employees; and

Now therefore, the RAB, on behalf of its members, and the Union agree to the following:

1. Where Employers would otherwise layoff or furlough employees for a period of fifteen (15) days or more, those Employers may opt to retain and reduce the hours of such employees in an amount not less than 20% and not greater than 60% less than the number of hours those employee previously worked to achieve reasonably comparable labor cost savings; provided:
 - a. Notwithstanding any reduction in hours, the Employer will continue to pay benefits funds contributions for any affected employee’s benefits as if no reduction of hours occurred; and
 - b. The Employer submits a “Shared Work Plan” to the NYDOL, consistent with the rules, regulations, and procedures applicable to such plans and the Employer’s Shared Work Plan is approved.
 - c. Employers shall establish reduced work schedules under their approved Shared Work Plan consistent with the following terms: (1) employees shall be scheduled for a minimum eight (8) hours per scheduled shift, or the employer’s equivalent duration for the shift of full-time employees; (2) scheduled days of the week should be fixed; and (3) with the exception of certain existing bargaining unit positons that may be excluded from a Shared Work Plan due to special skills and

responsibilities, all bargaining unit employees under a Plan and within their classifications shall be treated comparably and equitably.

- d. The Employer shall provide the Union with a copy of its Shared Work Plan submitted to NYDOL, notice when the Plan is approved by NYDOL and its effective date. In addition, the Employer shall provide the Union with a list of its employees employed under the Shared Work Plan and their new work schedules.

2. The parties agree that if an Employer reduces hours in accordance with this Memorandum of Agreement, the Union will consent to the submission of a Shared Work Program Application, Shared Work Plan Participant Listing, and/or Shared Work Continued Claim Form, and any other and/or further documents as may be necessary to ensure the Employer is covered by the New York State Shared Work Program.

3. All other terms of the underlying Agreements, including both the relevant collective bargaining agreements and recent interim agreements, not modified by the terms of this Memorandum of Agreement remain in effect. Disputes arising under this Memorandum of Agreement shall be addressed under the Agreements' respective grievance procedures.

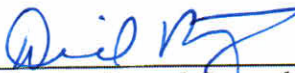
4. Employers agree that they will process claims for unemployment insurance benefits in a manner consistent with this Memorandum of Agreement, provided, that nothing in this Agreement shall be construed to prevent any Employer from responding truthfully to any inquiry concerning an employee's application for unemployment insurance benefits.

5. The parties further agree that they will direct the Trustees of the Building Service Local 32BJ Benefits Funds to continue to accept benefits contributions submitted for employees whose schedules are reduced pursuant to this Memorandum of Agreement and to continue to provide all benefits to such employees in the same amount and on the same terms as if no reduction in an employee's hours or days of work occurred.

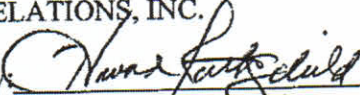
6. The parties further acknowledge that this Agreement is subject to guidance and regulation issued by the NYDOL, and may need modification to comply with such guidance and regulation. The parties will meet and confer regarding any guidance and regulation issued by NYDOL that affects the terms of this Agreement.

7. This Memorandum of Agreement will remain in full force and effect for sixty (60) days, unless earlier terminated by any party on seven (7) days' written notice to the other party. This Memorandum of Agreement may be extended by mutual consent of all parties.

LOCAL 32BJ, SEIU

By: 
David Prouty, General Counsel

REALTY ADVISORY BOARD ON LABOR
RELATIONS, INC.

By: 
Howard Rothschild, President

Date: 4-11-2020

Date: April 11, 2020