

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 its successor, and the 2016 RAB Window Cleaners Agreement and its successor (collectively the "Agreements");

Whereas, the COVID-19 pandemic is impacting 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, the parties have entered into a series of agreements covering the situations related to COVID-19, including a Memorandum of Agreement executed on May 29, 2020 ("May 29, 2020 MOA") regarding, *inter alia*, the extension of recall rights for displaced Employees covered by the Commercial Building and Contractors Agreements through February 1, 2021, the payment of termination pay to eligible Employees who are not recalled, and the implementation of bumping for displaced Employees covered by the RAB Contractors Agreement;

Whereas, at the time of the May 29, 2020 MOA, it was the parties' expectation that the modification of occupancy restrictions in commercial office buildings would result in the a phased-in reopening of commercial office buildings and tenant businesses and the recall of displaced Employees;

Whereas, while commercial office buildings and other workplaces have been gradually reopening, occupancy in many commercial office buildings and other workplaces remains lower than anticipated as a result of the ongoing impacts of the COVID-19 pandemic, leaving many workers covered by the Commercial Building or Contractors Agreements on layoff;

Whereas, it is the parties' expectation that as a result of the distribution of COVID 19 vaccines, which is anticipated to take place throughout 2021, occupancy in commercial office buildings and other workplaces will increase through the Fall of 2021 which could result in more opportunities for displaced Employees to return to active employment and minimize dislocation;

Now therefore, the RAB, on behalf of its members, and the Union agree that the provisions in the May 29, 2020 MOA regarding recall, bumping, termination pay, and workload for Employees employed under the Commercial Building Agreement or Contractors Agreement are modified as follows:

1. Bumping: On February 15, 2021, all Employees subject to the Contractors Agreement who have not yet been recalled to their prior work location or route account shall be permitted to bump, to the extent their seniority permits, in accordance with the Contractors Agreement. To facilitate the bump, the parties agree to the following process:

a. By January 8, 2021, all Contractors shall provide the Union with current rosters of all Employees on lay off, and their company-wide seniority lists.

b. Beginning January 11, 2021, each Contractor, together with the RAB, shall meet with the Union to review the lists, to identify those Employees with sufficient seniority to bump, and their potential assignments.

c. In assigning laid off Employees who have the seniority to bump to new positions, the Contractor may consider criteria that include special skill requirements, client security background check requirements, language requirements, geography, and sub-classifications matches (such as HDC and LDC). Bumping assignments shall not be made on the basis of shift, nor confined to the shift on which the Employee worked prior to layoff. Where a building is bound to the RAB Commercial Building Agreement and employees are on the payroll of the Contractor solely as the building's administrative and/or payroll agent, the building account shall not be subject to bumping within the Contractor's portfolio. This paragraph shall be nonprecedential. The Contractor shall identify any such buildings to the Union no later than January 22, 2021.

d. If a Contractor asserts that a position should not be subject to bumping and lay off based on Article XVI, Section 11 of the Contractors Agreement, the Contractor shall provide the Union with evidence of the special need or efficiency concern no later than January 22, 2021. If the Union disagrees with the Contractor's assertion, the parties shall submit the issues to expedited arbitration through the Office of the Contract Arbitrator.

e. By February 5, 2021 the Contractor shall provide the Union with final lists of bumping and assignments.

f. By February 8, 2021 the Contractor shall provide written notice to laid off Employees who have the seniority to bump of their new assignment to take effect on February 15, 2021, and likewise it shall provide written notice on that day to junior Employees who are being bumped effective February 15, 2021.

g. Recognizing that questions regarding an Employee's seniority may arise due to no fault of the Employee or the Contractor as a result of employer transitions, changes of work location, and/or classification, the Union and the Contractor shall work together to resolve questions regarding Employees' seniority that impact bumping, lay off or recall. In the event that a Contractor has implemented a bump in good faith based on available seniority information, but is then notified of an error in an impacted Employee's seniority, the Contractor shall promptly investigate and shall have thirty (30) days from such notice to correct the error and, where applicable, any error in the bumping process, before incurring back wage or benefits liability.

h. At locations that are not subject to bumping because of previously executed rider agreements, laid off employees from those accounts shall remain on recall lists specific to those accounts and shall not have bumping rights into other accounts.

i. The parties further acknowledge that several Contractors have entered into memoranda of agreement with the Union (the "Assenting Contractors") providing, *inter alia*, that certain identified locations listed in Appendix A will not be subject to bumping under this Agreement. In exchange, the Assenting Contractors acknowledge that they will not reduce force at such location absent a substantial change in tenancy. Assenting Contractors further acknowledge that any employee laid off due to a substantial change in tenancy at the affected location will receive recall rights through December 31, 2021, or six months from the date of their termination, whichever date is later at their building. The Assenting Contractors also agree that they will identify the number of employees in the "other" category receiving 75 or 85 percent of the applicable "other" wage rate at each affected location, and will offer extended recall to December 31, 2021, to the same number of the most senior people on the Assenting Contractors' respective overall recall lists as of October 1, 2021. For purposes of clarity, if Assenting Contractor X employs 15 "others" at the 75% or 85% wage rate at a Building listed in Appendix A, Assenting Contractor X will offer the 15 most senior people on its overall, employer-wide recall list as of October 1, 2021, extended recall through December 31, 2021.

2. Recall and Termination Pay: Employees who are eligible for recall based on the length of service requirements in the Commercial Building and Contractors Agreements applicable to their employment, and who have exhausted their recall rights under the May 29, 2020 MOA or who whose contractual right to recall shall run before October 1, 2021, may elect to forego termination pay and remain in recall status through October 1, 2021, subject to the provisions in Paragraphs (a) and (b) below.

a. Opt In for Extended Recall Rights: On or before March 31, 2021, laid off Employees who were employed pursuant to either the Commercial Building Agreement or the Contractors Agreement, who have exceeded six months of lay off or whose lay off will exceed six months before October 1, 2021, may elect to remain on their Employer's extended recall list through October 1, 2021 and, in consideration for such recall rights extension, shall waive their right under the applicable collective bargaining agreement to contractual termination pay (to the extent that such pay is due based on their years of service) in the event that they are not recalled on or before October 1, 2021.

b. Recall rights for Employees who do not elect extended recall rights in accordance with Paragraph 2(c) below shall cease as of March 31, 2021 or six months from their date of lay off, whichever is later. Employees who do not elect extended recall rights, shall be paid contractual termination pay (to the extent that is it due) no later than April 22, 2021, or within 15 days following the conclusion of their existing contractual recall period, whichever date is later, and they shall be removed from the recall list as of March 31, 2021, or six months from their date of lay off, if later. Payments of termination pay may be subject to offset, in accordance with the May 29 MOA, for 2020 vacation pay that may have been advanced if an Employee ceased working prior to the start of the vacation season on April 1,

2020 and/or wage advances that were the subject of a contemporaneous writing executed by the Employee at the time of the advance.

c. On or before February 28, 2021, the Employer and the Union shall use best efforts to provide by either email, if an email address was provided by the Employee, or by regular mail to all laid off Employees who are eligible for recall with the requisite form to elect extended recall rights and directions as to how the Employee may return the form to the Employer by March 31, 2021, if the Employee wishes to elect extended recall. Employees who are being bumped on February 15, 2021, shall be provided with the election notice with the notice of layoff provided for above in Paragraph 1(f). Good faith effort by the Employer or the Union to communicate with the Employee, as described above, shall be sufficient to satisfy the requirement that the requisite form be transmitted to the Employee. By March 31, 2021, the Employer shall provide the Union with a list of any employees from whom it has not received a response regarding the election of extended recall rights so that the Union may endeavor to contact the Employees to ensure that they received the notice and intend not to seek extended recall. To the extent that such Employee wishes to elect extended recall rights, they may cure and return the election form to the Employer no later than April 8, 2021 or be removed from the extended recall list.

3. The Rebid: On November 1, 2021, at buildings where Employees are employed under the Contractors Agreement or Commercial Building Agreement, there shall be a rebid, on a building-by-building basis, in accordance with the Agreements for all "others" positions, except for: (a) day shift positions that existed prior to COVID-19; (b) freight elevator operator positions or positions such as Fire and Life Safety Director which require a specialized license; or (c) positions in which an Employee previously received background clearance for a specific secure position. An Employee's experience in a particular routine or section, special skills or other requirements of a particular routine may be considered as part of the rebid process.

4. Office Cleaning Productivity: No office cleaner shall be assigned an unduly burdensome workload. In light of reduced occupancy that may exist as a result of COVID-19 and/or changes in required cleaning frequencies or duties as a result of COVID-19 (whether increased or decreased), the parties recognize that routines or sections are being reconfigured or adjusted as the building reopens. For this reason, the square footage productivity standard set forth in Article XVI (7)(b)(2) of the Contractors Agreement shall not apply until October 1, 2021. To the extent that use or occupancy at a building have not been sufficiently restored such that work routines and sections may be configured in accordance with the productivity standard set forth in Article XVI (7)(b)(2) of the Contractors Agreement, the Contractor must notify the Union no later than September 15, 2021 of these temporary extenuating circumstances which it believes justify temporarily exceeding the contractual productivity standard, and the proposed routines with square footage and frequencies. To the extent that the Union consents to the proposed routines due to these temporary circumstances related to COVID-19, such consent shall cease when the temporary circumstance related to COVID-19 ceases. Nothing in this provision is intended to modify or supersede the provisions set forth in Article XVI (7)(b)(2) of the Contractors Agreement.

5. Rehire of employees who are not recalled on or before October 1, 2021: In the event that an Employer hires (or rehires) after October 1, 2021, an employee who was laid off

after March 6, 2020, and not recalled prior to October 1, 2021, the provision in Article XVI (12) of the Contractors Agreement, Article XXI (10) of the Commercial Building Agreement, and similar provisions under other RAB contracts, regarding credit towards the newly hired "others" wage progression based on prior employment in the Industry shall not apply, and the employee may be treated as without prior Industry experience for: (i) wage purposes, and (ii) in addition, for benefits purposes, to the extent permitted by applicable law and authorized by the Fund Trustees.

6. Paid Sick Leave: Regular Employees employed pursuant to the 2020 RAB Commercial Building Agreement, 2020 RAB Contractors Agreement and 2018 RAB Apartment Building Agreement, with less than one year of service shall be advanced up to three (3) paid sick or other paid days off from the allotments that they receive upon their first anniversary to obtain a maximum of seven (7) paid days in their first year of employment for the purposes specified in the New York Paid Sick Leave Law, Labor Law Section 196-b, and the New York City Earned Safe and Sick Time Act, N.Y.C. Admin. Code Section 20-911 *et seq.* The parties agree that on an annual basis, the paid leave benefits provided under these Agreements are comparable to or better than those provided under the New York City Earned Safe and Sick Time Act, N.Y.C. Admin. Code § 20-911, *et seq.*, and the New York Paid Sick Leave Law, N.Y. Labor Law § 196-b.

SEIU LOCAL 32BJ

**REALTY ADVISORY BOARD ON
LABOR RELATIONS INC.**

By: David Prouty
David Prouty, General Counsel

By: Howard Rotlschild
Howard Rotlschild, President

Date: 1-25-2021

Date: January 25, 2021

Appendix A

3 World Trade Center
1 Manhattan West
441 Ninth Avenue
1271 Avenue of the Americas
7 Bryant Park
375 Pearl Street
Moynihan Station
28-07 Jackson Avenue (LIC) (the “Jacx”)
76 Trinity Place