

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 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 RAB, on behalf of its members, 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, Employers 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, New York State Department of Health, and/or New York City Department of Health and Mental Hygiene 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, 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 such 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, the RAB, and its member Employers 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. Employees' eligibility for payment of Termination Pay during the pandemic, under the applicable Agreements, shall be suspended for a period of sixty (60) days, or as extended by mutual agreement of the parties.

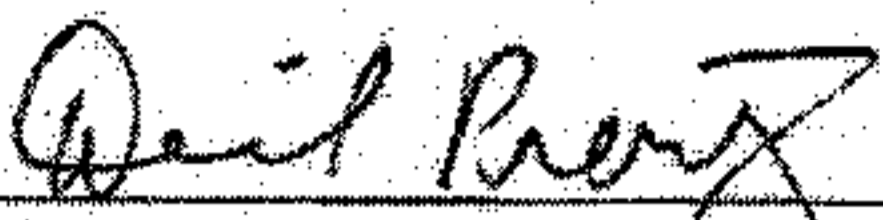
9. The Union and the RAB shall form an ad hoc work group to coordinate on issues related to the pandemic including reductions and redeployment. The Union shall also designate a central contact person and email address for each division (commercial, security, residential, window cleaning), for the purpose of providing notice of reductions and/or proposed redeployments, and the RAB shall share this information with its members. The contact names and emails are listed in Appendix A.

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. In the event of federal, state or local regulation or legislation regarding a shelter in place or mandatory quarantine order, the parties agree that building service employees are essential employees and must have access to their workplaces.

SEIU LOCAL 32BJ

REALTY ADVISORY BOARD ON
LABOR RELATIONS INC.

By: 
David Prouty, General Counsel

By: 
Howard Rothschild, President

Date: 3/18/2020

Date: 3/18/20

Appendix A

Commercial Division:

Suzanne Sherman – ssherman@seiu32bj.org with a cc to Mateo Daija – mdaija@seiu32bj.org

Security Division:

Israel Melendez – imelendez@seiu32bj.org with a cc to Mateo Daija – mdaija@seiu32bj.org

Residential Division:

Kevin Stavris – kstavris@seiu32bj.org with a cc to Mateo Daija – mdaija@seiu32bj.org

Window Cleaning:

Joe Aulisio – jaulisio@seiu32bj.org with a cc to Mateo Daija – mdaija@seiu32bj.org

Long Island:

Lenore Friedlaender – lfriedlaender@seiu32bj.org with a cc to Mateo Daija – mdaija@seiu32bj.org