

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 2021 Security Officers Agreement, and the 2021 RAB Window Cleaners Agreement (collectively, the “Agreements”);

Whereas, the COVID-19 pandemic has impacted building operations and building service workers throughout the City of New York and its surrounding counties;

Whereas, the parties desire to maintain the stable labor relations that have served them well during the COVID-19 pandemic, and ensure an effective and consistent response across the Industry;

Whereas the parties, both individually and collectively, fully and unequivocally encourage and support all individuals (including without limitation: employees, managers, tenants, etc.) to become vaccinated against COVID-19 vaccine;

Whereas recent data indicates that a significant majority of 32BJ members have already been vaccinated, and a significant percentage who are not yet vaccinated are willing to be vaccinated. Moreover, the parties recognize that there is a growing trend of tenants and institutions requiring vaccination of employees, visitors and vendors; and

Now, therefor, the RAB, on behalf of its members, and the Union agree as follows:

1. **Vaccination.** The parties both individually and collectively, fully and unequivocally encourage and support all individuals be vaccinated against COVID-19. They further agree to use best efforts to encourage and assist all Employees in becoming fully vaccinated against COVID-19.
2. **Education.** The RAB the Employers and the Union shall continue to cooperate in joint education efforts along with the 32BJ Health Fund, to share information from accredited health care institutions, agencies or practitioners explaining the COVID-19 vaccine, why vaccination is useful and to answer concerns or questions concerning vaccination.
3. **Vaccination logistics and incentives.**
 - a. The Employer will provide employees with information, with updates, about where they can obtain a COVID-19 vaccine that is near the worksite. If vaccination is available only through registration via a website, the Employer agrees to provide employees with access to a computer to register.
 - b. The Union and the Employer agree to provide information about how covered Employees may contact the 32BJ Health Fund for assistance registering for vaccination, and how all Employees (including those who may not be covered by the Health Fund) may access vaccination appointments at no cost.
 - c. The parties will cooperate in having vaccination vans or sites in and around work locations.

- d. For any employee who is in active employment status when they obtain their first or second vaccine dose, the Employer shall provide paid time off as per the agreement between the RAB and 32BJ in connection with each dose, to be used to obtain the vaccine or in recovery from any vaccine symptoms.
- c. Employers may also implement regular COVID-19 testing requirements, at no cost to the employee and on work time, and other applicable safety requirements (e.g., masking, social distancing, etc.).
- f. No fully vaccinated employees shall be prohibited from wearing a mask or other appropriate personal protective equipment ("PPE").

4. To aid in the parties' joint education and outreach efforts, and to aid Employers in responding to requests from tenants and clients seeking to know the percentage of Employees who are vaccinated or seeking to impose a mandate, Employers may require employees assigned to such facilities or accounts to do the following:

- a. If the Employee has been vaccinated - to provide proof of vaccination. The Employer shall maintain a copy of such proof separate from any other employee information.
- b. If the Employee has an appointment to receive either a first or second vaccination shot -- to provide a copy of the appointment notification.
- c. If the Employee is seeking a vaccination appointment -- to provide documentation of that request for an appointment or to request assistance in accessing a vaccination appointment.
- d. And if the Employee is unwilling to be vaccinated -- to provide their reason for refusing vaccination, including whether they are not seeking a vaccination due to a religious belief protected by Title VII of the Civil Rights Act or due to a health condition protected by the Americans with Disabilities Act.

5. Proof of vaccination shall include a copy (e.g. photograph, pdf, or photocopy) of an individual's CDC "COVID-19 Vaccination Record Card," an employee's Excelsior Pass, or letter from an employee's doctor or other medical professional that an individual has received the vaccine. The Employer shall keep these records separate from the rest of the employees' personnel files and shall request that no other medical information be disclosed along with proof of the vaccine. The Employer shall not disclose whether any individual is vaccinated, but may disclose such information if it is de-identified and in the aggregate (i.e. 95% of its employees have been vaccinated), except that, upon the Union's request, the information shall be disclosed to the Union.

6. In order to ensure the health and safety of all workers at the work place, the Employer shall provide the following so long as there is a Public Health Emergency as declared by the Secretary of Health and Human Services under Section 3917 of the Public Health Service Act, or state of emergency pursuant to the continuation of Presidential Proclamation 9994, where the President declared a national emergency due to the coronavirus disease (COVID-19)

pandemic or any state of emergency related to COVID-19 as determined by New York City or New York State:

- a. Masking. The Employer shall provide appropriate masks, with nose wire, each workday to each employee. In the alternative, the Employer may provide daily disposable surgical masks to its employees, along with instructions on how to make them tight fitting. Employees are allowed to wear their own masks as long as they conform to the above. No employee will be prohibited from wearing a mask.
- b. Hand Sanitation. The Employer shall provide employees with hand sanitizer and shall ensure that employees have the opportunity to wash their hands.
- c. Employee Facilities. The Employer shall provide employees a private area for changing and taking breaks that provides sufficient space to allow employees to remain at least 6 feet apart.

7. The RAB and the Union agree to establish joint labor-management committees to address issues related to employers, tenants or building owners/building management imposing mandatory vaccination requirements and/or any other issues arising out of or related to this MOA. The parties agree that there will be no less than three committees: one for the commercial sector; one for the residential sector; and one for cultural institutions/higher education. The committees shall be comprised representatives of the RAB and the Union. The committees shall meet as needed, upon the request of either the Employer or the Union, at such times and in such manner as the Employer, RAB and the Union may deem reasonable and proper. Meetings shall be scheduled within two weeks of either party requesting the meeting, provided that in the event that there is an urgent health and safety issue or other urgent operational issue in connection with mandatory vaccination, the parties shall make their best efforts to meet on an expedited basis.

8. The parties further agree that any dispute arising out of or relating to this Memorandum of Agreement, shall be resolved through the applicable grievance and arbitration processes of each of the applicable Agreements as the sole and exclusive process for resolution of such disputes.

SEIU LOCAL 32BJ

By: David Prouty
David Prouty, General Counsel

REALTY ADVISORY BOARD ON LABOR RELATIONS, INC.

By: Howard Rothschild
Howard Rothschild, President

Date: 7/11/21

Date: 7/12/21