

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 building employees have requested certain alternative work schedules to minimize their need to travel during the COVID-19 pandemic, and Employers wish to maintain proper levels of service in their buildings without unnecessary burden or cost;

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

1. A regular, full-time employee regularly scheduled to work forty (40) hours a week may voluntarily modify their schedule to work three (3) days a week for thirty-six (36) hours (the "Modified Schedule").
2. Employers may permit an employee's request for the Modified Schedule and, in consideration, the Union will waive the enforcement of any obligation under the Agreements for an Employer to pay an employee overtime or premium pay for working more than eight (8) hours in a day, provided:
 - a. The employee signs and returns to the employer a copy of the form, annexed as Exhibit A, that states that the request to work the Modified Schedule is knowingly and voluntarily made, and the Employer retains a copy of such form and transmits a copy to the Union via the contact list, annexed as Exhibit B;
 - b. The Employer agrees to pay the employee forty (40) hours of the employee's straight time wage for the thirty-six (36) hours worked of the Modified Schedule; and
 - c. The Employer agrees that its obligation to pay overtime or premium pay to its employees on the Modified Schedule will resume after an employee has worked more than twelve (12) hours in a day, and will remain required for hours worked over forty (40) hours in a week, or otherwise as required by federal, state, or local law.
 - d. All other contractual provisions concerning scheduling remain in effect during the Modified Schedule, including but not limited to required breaks, meal allowances and that scheduled hours must be consecutive (no split shifts).


e. If the Modified Schedule includes consecutive days with extended shifts of 12 hours or more, there must be a minimum of 12 hours between the end of the shift on the first day and the start of the shift on the second day.


3. The parties agree that this Memorandum of Agreement will remain in full force and effect from the date it is fully executed by the parties hereto, until the date it is revoked by either party, upon seven (7) days' prior written notice.

4. The parties further agree that any dispute as to an employee's wages arising out of the implementation of this agreement will be subject to the grievance and arbitration procedures of the applicable Agreements 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: 3-22-2020

Date:

EXHIBIT A

To: SEIU Local 32BJ
Realty Advisory Board on
Labor Relations, Inc.

Re: _____
Building Name and Address

I, the undersigned employee, hereby affirm that I wish to change my regular, full time work schedule to work three (3) days per week and twelve (12) hour per day, for which I will be paid forty (40) hours of my straight-time wage. I understand that I will not be entitled to overtime or premium pay for any hours worked that are more than eight (8) hours in a day, but that I will still be entitled to overtime and/or premium pay for hours worked that are more than twelve (12) in a day, and that I will continue to be paid overtime and or premium pay for working more than forty (40) hours in a week.

I further affirm that this request is made knowingly and voluntarily.

Employee Signature

Employee Printed Name

Date

Received and Acknowledged:

Employer Signature

Employer Printed Name and Title

Employer Corporate Name (if applicable)

Date

EXHIBIT B

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