

MEMORANDUM OF AGREEMENT
ON EXPANDED USE OF PART-TIME EMPLOYEES UNDER
THE APARTMENT BUILDING 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 2018 Apartment Building Agreement and the 2018 Resident Managers and Superintendents Agreement;

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, maintain the provision of safe essential services, minimize dislocation and mitigate the impacts on employees;

Whereas, certain residential building owners and managers are seeking to increase hours of current part-time employees in response to the COVID-19 public health emergency to support existing full-time building staff to cover for anticipated high volume and extended employee absences and for enhanced cleaning and disinfecting services for the health and safety of tenants and employees ("Part-Time Employees");

Now, therefore, the RAB, on behalf of its members, and the Union agree to the following ("this Agreement"):

1. Employers may increase work hours for Part-Time Employees under the 2018 2018 Apartment Building Agreement under the following terms:

a. Part-Time Employees working increased hours under this Agreement shall not suffer any reduction of their previous hourly wage rate and shall continue to be covered under the 2018 Apartment Building Agreement except as specifically modified under this Agreement.

b. Employers shall not be liable under Article X, Sections A through E for Part-Time Employees who exceed the time thresholds that require Employer contributions to employee benefit funds for employees who work more than 2 days per week for the Health, Training and Legal Funds and 20 hours per week for Pension and Supplemental Retirement and Savings Funds during the duration of this Agreement due to increased work hours for Part-Time Employees under this Agreement. The Union acknowledges that Part-Time Employees who exceed these time thresholds for Employer contributions to the benefits funds are not eligible to receive those benefits during the duration of this Agreement.

c. Part-Time employees shall be offered additional work hours based on department seniority.

d. No increased work hours for Part-Time Employees shall result in the loss of employment or hours of work of any regular full-time employees. No regular full-time employee at any building may be laid-off while any Part-Time Employees are working increased work hours under this Agreement.


e. In the event an Employer seeks to increase work hours for its current Part-Time Employees under the terms of this Agreement, the Employer shall complete and transmit to the Union and the RAB a copy of the form, annexed as Exhibit A, identifying affected Part-Time Employees.

2. The parties agree that this Agreement will remain in full force and effect from the date it is fully executed for a period of ninety (90) days, subject to termination or extension by mutual written agreement.

3. The Union may offer the same terms for the use of Part-Time Employees under this Agreement to independent residential employers in New York City and will transmit a copy of a comparable form as Appendix A completed by such independent employer to the RAB.

4. The parties further agree that any dispute as to the terms and conditions of employment for Part-Time Employees or other disputes arising out of the implementation of this Agreement will be subject to the grievance and arbitration procedures of the applicable collective bargaining agreement for the relevant building as the sole and exclusive forum for the resolution of such dispute.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 32BJ

By: 
David Prouty, General Counsel

Date: 4-2-2020

REALTY ADVISORY BOARD ON LABOR
RELATIONS, INC.

By: 
Howard Rothschild, President

Date: APRIL 1, 2020

EXHIBIT A

Notice of Increased Hours for Part-Time Employees Due to Impact of COVID-19

To: SEIU Local 32BJ:
Kevin Stavris kstavris@seiu32bj.org
cc: Mateo Daija mdaija@seiu32bj.org

Realty Advisory Board on Labor Relations, Inc.:

The residential building owner or manager identified below ("the Employer") is currently a party to the 2018 Apartment Building Agreement between the Realty Advisory Board on Labor Relations, Inc. ("RAB") and SEIU Local 32BJ ("the Union"). Pursuant to a supplemental agreement reached in March 2020 between the Union and RAB ("this Agreement"), the Employer hereby provides notice that it intends to increase work hours of certain current part-time employees ("Part-Time Employees") for the performance of bargaining unit work at the property identified below ("the Building") due to the public health emergency caused by the COVID-19 pandemic.

The terms of the Agreement for increased hours of Part-Time Employees at the Building shall expire upon ninety (90) days from the date this form is completed by the Employer.

The Employer must identify the Part-Time Employees who the Employer intends to assign increased work hours under the terms of this Agreement on the attached sheet. Attach additional sheets as needed.

I, as the undersigned representative of the Employer, have read and hereby agree to all the terms of this Agreement reached between the Union and RAB concerning the increased hours for Part-Time Employees.

Building Name and Address

Number of Part-Time Employees

Employer Representative Signature

Date

Representative Printed Name and Title

Employer Corporate Name (if applicable)

Part-Time Employees (Please Print):