

## 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, *inter alia*, the 2020 RAB Commercial Building Agreement and the 2020 RAB Contractors 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, maximize the opportunities for work, and mitigate the impacts on employees;

Whereas, the parties have previously agreed to certain temporary modifications of the Agreements (and other agreements between them) in light of the COVID-19 pandemic;

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

1. The provisions in Article XIII, Section 2(d) and Article XVI, Section 6 of the RAB Contractors Agreement regarding work of absentees and the AB time side letter in the RAB Commercial Building Agreement will be modified through and including the period ending 60 days from the date this Memorandum of Agreement is fully executed by the parties. The duration of this Memorandum of Agreement may be extended by mutual written consent of the Union and the RAB.

2. During the time this Memorandum of Agreement is in effect, RAB member employers may direct employees to perform additional work in an area assigned to an absent co-worker without paying AB time provided the following conditions are met: (a) there is significant under-utilization of the building due to occupants of the building working remotely; (b) employees who are asked to perform the additional work have been performing less work than they were before the COVID-19 pandemic and the additional work of the absent employee does not result in an unreasonable workload; and (c) the Employer provides the Union with prompt notification of its intent to cover for absent workers in this manner and it provides the Union with information regarding the building's occupancy.

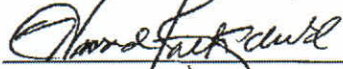
3. With respect to work of absent employees performed from March 6, 2020 until the execution of this Memorandum of Agreement, the following understanding applies: If workers have received AB time or if the Employer has told them that they would receive AB time, then the workers are entitled to those payments. In all other cases, paragraph (2) of this Memorandum of Agreement shall apply.

SEIU LOCAL 32BJ

By:   
David Prouty, General Counsel

Date: 4-11-2020

REALTY ADVISORY BOARD ON  
LABOR RELATIONS INC.

By:   
Howard Rothschild, President

Date: April 11, 2020