

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 its successor, and the 2016 RAB Window Cleaners Agreement and its successor (collectively the "Agreements");

Whereas, the COVID-19 pandemic is impacting 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, the parties have entered into several agreements covering the situations related to COVID-19;

Now therefore, the RAB, on behalf of its members, and the Union agree that the Memoranda of Agreement executed on March 18, 2020 related to the impacts of COVID-19 (the "COVID-19 MOA") and Tolling, shall remain in full force and effect through May 18, 2020, or fourteen (14) days following the the lifting or substantial modification of the Governor's New York State on PAUSE order, whichever is earlier, with the following modifications:

1. The suspension of bumping and the suspension of the payment of termination pay to laid off employees provided for in Paragraphs 6 and 8 of the COVID-19 MOA shall continue through May 18, 2020, subject to further extension mutually agreed upon by the parties.

2. With respect to notice of reductions in force related to COVID-19, Para.4 of the March 18, 2020 MOA, is hereby modified to clarify that while exigent circumstances of the pandemic may compel Employers to reduce force without advance notice to the Union, that Employers will use best efforts to provide advance notice of reductions where practicable (at least seven (7) days notice is preferable where practicable). Though the parties intend for this provision to provide flexibility in adapting to rapidly evolving employment regulations and restrictions, no provision of this Memorandum of Agreement nor of any other interim agreement of the parties shall be construed to permit an Employer to reduce force without notice. The parties recognize that notice of reductions serves the important purpose of promoting conversations about alternative cost-saving measures that may preserve jobs, and encourage Employers to utilize programs such as New York State Department of Labor's Shared Work Program (Shared Work MOA, April 11, 2020).

3. The period for contractual recall rights under the Agreements for any employees laid off due to COVID-19 on or after March 6, 2020 shall begin to run effective May 18, 2020, subject to further extension mutually agreed upon by the parties.

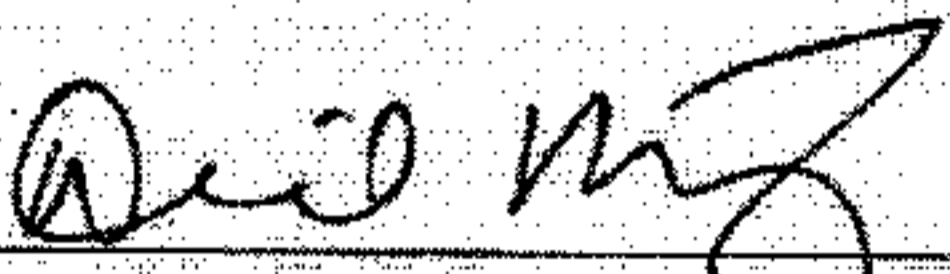
4. The parties further agree that any dispute arising out of the implementation of this agreement will be subject to the grievance and arbitration procedures of the applicable Agreements as the sole and exclusive forum for the resolution of such dispute.

5. The parties agree that all other agreements entered into pursuant to the COVID-19 MOA, including the memoranda on 12 hour shifts, scheduling of part-time employees, employment of temporary employees, AB time, better terms and conditions, the payment of vacation pay to laid off employees, and Shared Work, shall continue pursuant to their terms during the extension of the COVID-19 MOA and Tolling Agreement provided for herein.

SEIU LOCAL 32BJ


REALTY ADVISORY BOARD ON
LABOR RELATIONS INC.

By:



David Prouty, General Counsel

By:



Howard Rothschild, President

Date:

4-15-2020

Date:

4/20/20