

MEMORANDUM OF AGREEMENT
Voluntary Early Retirement Incentive Program

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 a series of agreements covering the issues related to COVID-19, including the most recent Memorandum of Agreement that was fully executed on May 29, 2020;

Whereas, it is the parties’ expectation that while the shelter-in-place orders for New York City and occupancy restrictions in commercial office buildings will be modified in the coming months to permit a phased-in reopening of commercial office buildings and tenant businesses, the impacts of COVID-19 on building service workers will continue in all areas of the Building Service Industry;

Whereas, COVID-19 has also posed health risks related to commuting to work and other hardships on many long term 32BJ unit members who have continued to work since the imposition of the shelter in place orders;

Whereas, the trustees of the Building Service Local 32BJ Health, Training and Legal Funds have approved extensions of benefits for employees dislocated as a result of COVID-19 in order to mitigate the impacts of dislocation on employees and the building service industry; and

Whereas, in order to mitigate the hardships created by COVID-19 on long term employees in the Industry, the Union has proposed the creation of an enhanced retirement incentive that will assist impacted employees who are retirement eligible;

Whereas, in response to the Union’s request, the RAB and its Employers have negotiated with the Union the terms of a voluntary early retirement package (VERIP) to be offered to certain early-retirement-eligible employees.

Now therefore, to further mitigate the impacts of COVID-19 and the resulting dislocation, the Union and the RAB, hereby agree as follows to create the following voluntary enhanced retirement incentive:

1. The bargaining parties agree (i) that contributions made to the Building Service 32BJ Health Fund ("Health Fund") on behalf of participants in the Metropolitan and Suburban Plans of benefits shall be diverted to the Building Service 32BJ Supplemental Retirement Savings Plan ("SRSP") in an amount sufficient to fund a one-time lump sum contribution to the SRSP in an amount of \$20,000 (or such lesser amount permitted under limits set by the Internal Revenue Code and other applicable law) ("SRSP Lump Sum Contribution") for each Eligible Employee, as defined below in Paragraph 2, who makes a Retirement Election, as defined below in Paragraph 3, and (ii) that they shall recommend that the SRSP shall be amended in accordance with the above.

2. An Eligible Employee is an employee who (i) is age 62 on or before September 30, 2020, (ii) is a vested participant in the Building Service 32BJ Pension Fund ("Pension Fund"), (iii) has at least 15 years of combined Service Credit under Programs A and B of the Pension Fund as of June 30, 2020, and (iv) was in active employment or subject to recall as of July 15, 2020.

3. To make a voluntary Retirement Election, an Eligible Employee must during the window period of July 15, 2020, through and including September 30, 2020: (i) complete the Retirement Election Form; (ii) retire, or otherwise separate from employment; and (iii) sign a Release on or after the Employee's last day worked in a form acceptable to the Employer and RAB, and not revoke such Release.

4. The parties agree that an employee who occupies an apartment in the premises in which an employee is employed, incident to such employee's employment, often enjoys a position of special trust and responsibility with respect to his or her employer and may perform duties or possess skills which the employer may not easily replace. The parties, therefore, understand and agree that an otherwise Eligible Employee who resides in the premises in which that employee is employed may not participate in the VERIP without the employer's assent to the Eligible Employee's Retirement Election and in such situations, Eligible Employees and their employers are encouraged to discuss, as soon as possible, the timing of an Employee's potential Retirement Election and a transition plan. If the employer assents, an Eligible Employee who voluntarily makes a Retirement Election and who occupies an apartment in the premises in which the employee is employed, incident to that employee's employment, agrees to vacate such apartment within 60 days after such employee's employment ends, or November 30, 2020, whichever date is first, and will execute such other and further documents as may be necessary to effectuate transfer of possession of the occupied apartment back to the Employer. Eligible Employees who fail to vacate by November 30, 2020, time being of the essence of this provision, will not be eligible to receive Termination Pay, as set forth in Paragraph 7, below.

5. Employees who wish to commence receiving their Pension benefit, and, where applicable, the health extension for retirement between ages 62 and 65, shall apply to the Pension Fund in accordance with the Pension Fund's rules and regulations.

6. Upon the effective date of their Retirement Election, Employees who are actively employed at the time of the Retirement Election shall cease employment, and Employees who were in layoff status or in paid or unpaid leave of absence related to COVID-19 at the time of their Retirement Election, shall be removed from their building and Employer's recall list.

7. Within two weeks of the Release's Effective Date, Eligible Employees who make the Retirement Election shall be paid termination pay in the amounts set forth in the applicable Agreement (specifically: Article XIX, § 20(a) of the 2018 Apartment Building Agreement; Article XXI (including working superintendents and resident managers), § 21(a) of the 2016 Commercial Building Agreement, as amended by the Stipulation of Agreement dated December 20, 2019; Article XVI, § 26(a) of the 2016 Contractors Agreement, as amended by the Stipulation of Agreement dated December 20, 2019; and Article XVII, § 20(a) of the 2018 RAB Long Island Apartment Building Agreement (including working superintendents and resident managers) based on the Employee's years of service and payment of 2020 vacation pay, less any amounts for 2020 vacation pay that were previously paid and/or wage advances that were the subject of a contemporaneous writing executed by the employee at the time of the advance. There will be no duplication or pyramiding of termination pay payments under this Agreement.

8. In the event that an Eligible Employee receives the SRSP Lump Sum Contribution and returns to employment in the Industry after receiving the SRSP Lump Sum Contribution, the Employee may be treated as a new hire for paid time off and shall be subject to a ninety (90) day wait period for the commencement of employer contributions to the 32BJ Benefit Funds, including the Pension Fund where applicable. Further, any such Employee who returns to Industry employment in the "others," guard, or superintendent classifications may be treated as a new hire without Industry Experience for wage rate purposes.

9. Employees who are employed pursuant to independent collective bargaining agreements that adopt reallocations of 32BJ Benefits Fund contributions agreed to by the Union and the RAB, and who meet the eligibility criteria set forth in Paragraph 2 above, shall be eligible for the VERIP pursuant to the terms of this Memorandum of Agreement.

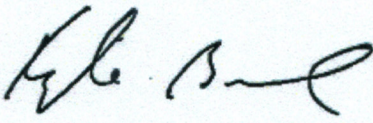
10. Union withdraws, with prejudice, and shall not grieve, arbitrate, or litigate, any and all claims arising from or relating to the employment with Employer of any Eligible Employee who voluntarily makes a Retirement Election.

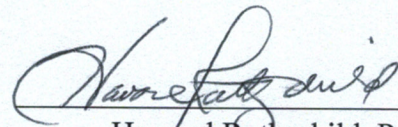
11. The parties shall recommend to the Trustees of the Building Service Local 32BJ Health, Legal and Training Funds, that benefits under respective funds for employees who were displaced on or otherwise lost eligibility due to a reduction of hours on or after March 6, 2020, as

a result of COVID-19, be extended for an additional 30 days, for a total of one hundred and twenty (120) days from the date of the employee's loss of eligibility.

SEIU LOCAL 32BJ

**REALTY ADVISORY BOARD ON
LABOR RELATIONS INC.**

By: 
Kyle Bragg, President

By: 
Howard Rothschild, President

Date: 6/22/20

Date: 