

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 2021 RAB Security Officers Agreement, and the 2021 RAB Window Cleaners Agreement (collectively the “Agreements”);

Whereas, the COVID-19 pandemic has impacted 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, beginning on March 18, 2020, the parties have entered into a series of agreements covering situations related to COVID-19 including, *inter alia*, the extension of health insurance for displaced employees, mandatory COVID-19-related leaves, scheduling and staffing needs, absentee coverage, better terms and conditions, participation in the N.Y.S. Shared Work program, reductions in force, extended recall rights and the payment of contractual termination pay to laid off employees (collectively the COVID-19 MOA’s);

Now therefore, the RAB, on behalf of its members, and the Union agree to extend and/or modify certain provisions in those COVID-19 MOA’s that have expired only to the extent expressly set forth below:

1. The parties shall recommend to the Trustees of the Building Service Health Fund that any employees who lost health coverage due to a layoff or reduction in hours that occurred before April 1, 2021 shall continue to receive extended health coverage for a maximum of 150 days in total at no cost to the employee or the employer, and that any employees who lose health coverage due to a COBRA-qualifying event that occurs on or after April 1, 2021 shall receive thirty (30) days of continued health coverage from the date of the qualifying event, and for coverage upon the conclusion of that thirty (30) day period, the employee shall be eligible to elect subsidized COBRA coverage through September 30, 2021 in accordance with the American Rescue Plan Act of 2021 (“ARPA”).
2. With respect to New York State COVID-19 quarantine leave, the parties agree that Employers shall comply with all State quarantine leave requirements, including fourteen (14) days paid quarantine leave for employers with more than ninety-nine (99) employees. Employers with fewer than one hundred (100) employees shall provide employees with up to eighty (80) hours of paid sick leave for quarantine purposes and may, at their election, seek tax credits as provided for in the the ARPA.

In accordance with New York law, employers shall provide employees with up to four (4) hours paid time off in connection with an employee's receipt of each COVID-19 vaccination ("vaccination leave"). In the event that the employee requests the full shift off in connection with their vaccination, or it is not feasible for the Employer to schedule the employee to work a partial shift, the employee shall be paid four (4) hours contractual sick leave in addition to four (4) hours of vaccination leave, provided that the employee may be required to provide the employer with written confirmation of the employee's vaccination. Disputes regarding the payment of N.Y.S. COVID-19 paid quarantine leave, vaccination leave, and contractual sick leave to supplement vaccination leave may be resolved through the applicable contractual grievance and arbitration process.

3. The parties' Memorandum of Agreement dated March 22, 2020 regarding twelve (12) hour shifts is hereby extended through October 1, 2021.
4. The parties' Memorandum of Agreement dated March 31, 2020 with respect to better terms and conditions is hereby extended through October 1, 2021.
5. The parties' Memorandum of Agreement dated April 11, 2020 regarding the work of absentees and the payment of AB time, is hereby extended through October 1, 2021.
6. The parties' Memorandum of Agreement dated April 11, 2020 regarding participation in the N.Y.S. Shared Work Program is hereby extended through December 31, 2021, and the parties further agree that an employer shall make its best efforts to provide the Union with at least two (2) weeks advance notice if/when it will cease participation in the Shared Work Program, and the reason(s) therefore.
7. Through October 1, 2021, at buildings covered by the Commercial Building Agreement or Contractors Agreement, in the event that there is a diminution in work due to either a tenant move out or termination of a lease that occurs on less than one month notice, the employer shall provide contractual notice of its intent to reduce force at least two weeks in advance of implementing a reduction. While the advance notice requirement is hereby modified in these circumstances, the Parties reserve their substantive rights and defenses regarding the implementation of any reduction.
8. Through October 1, 2021, in light of the increased staffing needs at certain buildings and the goal of minimizing the effect of layoffs, the Union, the RAB, and its member Employers may, in cooperation, offer displaced employees temporary assignments at other locations where feasible for the Employer and the employee(s), including, the temporary redeployment of commercial employees to work at residential buildings, provided that a displaced employee's acceptance of such temporary assignment shall not compromise or reduce the employee's recall rights and no such temporary assignment shall displace or abridge the rights of any employee employed at the

location of the temporary assignment. The Union shall be provided written notice of such redeployments and reassignments.

9. In the event of an unforeseen staffing shortage due to a COVID-19 quarantine or other COVID-19 related emergency that arises at buildings that are bound by and assent to the Apartment Building Agreement on or before September 15, 2021, the building may employ temporary relief employees for an additional thirty (30) days in accordance with the terms of the parties' Memorandum of Agreement dated March 24, 2021 regarding temporary employees and on written notice to the Union regarding the nature of the staffing shortage.

10. In the event that an employer which is signatory to either the Commercial Building or Contractors Agreement provides the Union with the list required by Paragraph 2(c) of the parties' January 25, 2021 Memorandum of Agreement extended recall election forms, after March 31, 2021, the Union's seven (7) day cure period to review the list and assist employees in transmitting their missing election forms to the employer, shall commence upon the Union's receipt of the list from the employer.

SEIU LOCAL 32BJ

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

By: 
David Prouty, General Counsel

By: 
Howard Rothschild, President

Date: 4-29-21

Date: April 28, 2021