
MEMORANDUM OF AGREEMENT

Whereas, SETU 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;

Whereas, it is the parties' expectation that the shelter-in-place orders for New York City and occupancy restrictions in commercial office buildings will be modified in the coming months so as to permit a phased-in reopening of commercial office buildings and tenant businesses;

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, as further modified by the parties' extension agreement that was fully executed on April 20, 2020, shall remain in full force and effect through February 28, 2021 subject to Paragraph 11, *infra*, with the following modifications:

1. **Health, Legal and Training Benefits:** The parties shall recommend to the Trustees of the Building Service Local 32BJ Health, Legal and Training Funds, that benefits under the respective funds for employees who were displaced on or otherwise lost eligibility due to a reduction in hours on or after March 6 as a result of COVID-19, be extended for an additional 30 days, for a total of ninety (90) days from the date the employee's loss of eligibility.

2. **Recall, Bumping and Termination Pay:** It is the parties' expectation that when the shelter-in-place orders are modified, occupancy will increase and Employers will be able to begin recalling displaced employees. To minimize the impacts of COVID-19 displacement on employees' building seniority and the rights flowing therefrom, and to promote the efficient reopening of buildings and provision of services to tenants, the parties agree that the recall process shall be conducted as follows:

a. Employees who are eligible for recall based on any length of service requirements in the Agreement applicable to their employment shall be recalled by department or job classification seniority to the building, or to the route account where applicable, from which the employees were displaced. Notice of recall may be transmitted by e-mail, text message,

or any other manner reasonably calculated to provide actual notice (collectively "address") of recall to an affected employee, provided that notice of the recall is simultaneously transmitted to the Union by email to the Union's designated representatives for notice. Employees shall be required to respond to the offer of recall within the time period provided for in the applicable collective bargaining agreement (i.e. within 7 days under the Contractors Agreement, Commercial Building Agreement and Apartment Building Agreement). The Union shall promptly notify the Employer if it learns that the recall notice was not sent to the correct address for the employee. For newly created "others" positions and/or "others" positions on new shifts, the positions shall be filled first by volunteers from the recall list in order of seniority. If there are insufficient volunteers for such positions, the positions shall be filled by recalling employees in the inverse order of seniority.

b. For employees covered by the Contractors and Commercial Building Agreements, recall rights shall extend to February 1, 2021, or the term provided for in the respective Agreement whichever is longer. On January 15, 2021, all employees subject to the Contractors Agreement who have not yet been recalled to their prior work location shall be permitted to bump, to the extent their seniority permits, in accordance with the Contractors Agreement. On or before February 15, 2021, employees who remain in lay off status upon the expiration of their recall rights, or who were laid off as a result of the bump under the Contractors Agreement, shall be paid any termination pay that is due them under the applicable Agreement, less any offset for 2020 vacation pay that may have been advanced if an employee ceased working prior to the start of the vacation season on April 1, 2020 and/or wage advances that were the subject of a contemporaneous writing executed by the employee at the time of the advance.

c. For all other employees covered by the Security Officers Agreement, Apartment Building Agreement, Long Island Apartment Building Agreement, or Window Cleaners Agreement, contractual recall rights shall commence to run upon the execution of this Agreement. At the conclusion of the recall period, any employee who has not been recalled shall be paid the termination pay, to the extent that it is provided for in the underlying collective bargaining agreement.

d. On February 15, 2021, at buildings where employees are employed under the Contractors Agreement or Commercial Building Agreement, there shall be a rebid in accordance with the Agreements for all "others" positions, except for day shift positions that existed prior to COVID-19, freight elevator operator positions or positions such as Fire and Life Safety Director which require a specialized license, positions in which an employee previously received background clearance for a specific secure position. An employee's experience in a particular routine or section may be considered during the rebid process.

e. In the event that an employee who is recalled is unable to return to work at that time due to a circumstance for which the employee is eligible for a contractual leave of absence or statutory leave, and the employee requests such a leave, the Employer shall grant the employee such leave and the employee shall be returned to the recall list at the end of the leave period. In the event that an employee declines recall for any other reason, the employee shall be removed from the recall list and, upon execution of a release

acknowledging that the employee has declined recall, the employee shall be paid termination pay based on their seniority in accordance with the Agreement, no later than thirty (30) days after declining recall, together with any unused 2020 vacation that was not previously paid and/or wage advances that were the subject of a contemporaneous writing executed by the employee at the time of the advance..

f. Employees who have been granted a leave of absence with a set return date, or who are on a leave of absence for illness or injury, shall return to work, or to the recall list if they would have been laid off and otherwise not yet recalled, at the end of their approved leave of absence as determined under the applicable Agreement.

g. Employees who have been granted an indefinite leave of absence for other reasons during the COVID-19 pandemic shall be placed on the recall list and offered recall in accordance with this Paragraph.

h. In the event that an employer that is signatory to the Contractors Agreement acquires or performs new work at a new location where there are no incumbent employees or employees subject to a hiring or recall obligation, the Employer may offer regular positions to employees on the employer's recall list who have not yet been recalled to their respective buildings and if an employee accepts such a regular position at a new location, the employee shall be removed from the recall list at the employee's former location and there shall be no further right to recall to the employee's former location or right to termination pay or dislocation pay.

i. Enhanced Retirement Program – The parties shall continue to explore the feasibility and manner of an enhanced retirement incentive, including enhanced early retirement.

j. The provisions regarding recall set forth in this Paragraph 2 are non-precedential, and any modifications to the respective Agreements provided for herein are temporary and shall cease effect upon the expiration of this Agreement.

3. To facilitate recall and the reopening process, the parties shall request that the Curriculum Committee of the Thomas Shortman Training and Scholarship Fund adapt or develop new curricula to reflect best practices, technologies, and/or new regulatory requirements developed or adopted in response to COVID-19. Employers shall also provide employees with jobsite orientation in new work routines and/or new protocols adopted at their building in response to COVID-19.

4. Scheduling – The Employer may adjust shift times to comply with social distancing guidelines and shall endeavor to adjust shift times to accommodate employees' impacted by overnight closure of the New York City subways, including, but not limited to, creation of overnight shifts.

5. Office Cleaning Productivity - No office cleaner shall be assigned an unduly burdensome workload. In light of reduced occupancy that may exist as a result of COVID-19

and/or changes in required cleaning frequencies or duties as a result of COVID-19 (whether increased or decreased), the parties recognize that many routines or sections are being reconfigured or adjusted as the building reopens. For this reason, the square footage productivity standard set forth in Article XVI (7) (b) (2) of the Contractors Agreement shall not apply until January 15, 2021.

6. Shared Work: The parties' agreement regarding Shared Work shall continue in effect for the duration of this Agreement, and the parties shall continue their efforts to develop joint guidance regarding Shared Work, including guidance regarding the recall of employees and the restoration of hours at worksites in a manner that is consistent with the Shared Work program and the applicable Agreement at worksites where Shared Work plans have been approved.

7. Health and Safety – In furtherance of its contractual obligation to provide a safe and healthy workplace, the Employer shall provide employees with appropriate personal protective equipment ("PPE") and training in its use, and shall comply with applicable guidelines issued by the Center for Disease Control and mandates by other governmental authorities of competent jurisdiction to prevent transmission of COVID-19. The Union acknowledges that the implementation of these COVID-19 guidelines and mandates will protect the health and safety of all workers in the workplace, and employees may be required to comply with appropriate protocols, that are adopted in accordance with these guidelines and mandates, in order to ensure the health and safety of all employees in the workplace and the public. The Union and the RAB shall refer their members to the guidance reflected in the the Commercial Reopening and Residential Guidelines agreed to by the Union and REBNY, and shall continue to meet to discuss best practices and develop joint guidance regarding their implementation..

8. 2020 Vacation:

- a. Employees who remain on the recall list as of September 15, shall be paid the balance of their 2020 vacation on or before October 15, 2020. Vacation for employees who were laid off prior to April 1, may be prorated in accordance with the applicable Agreement.
- b. Employees who are recalled on or before September 15, 2020 may be scheduled for vacation, in accordance with the Agreements through and until December 31, 2020. Employers may limit scheduled vacations to 1 or 2 weeks at a time to ensure efficient operation of the building, and to the extent that an employee has not been able to take the employee's full 2020 vacation allotment, the balance of unused 2020 vacation shall be paid by January 31, 2021.
- c. For employees who are subject to Shared Work plans, any unused 2020 vacation balances shall be paid to the employees by January 31, 2021.

9. Grievance and Arbitration - The tolling of grievances due to COVID-19 shall conclude thirty (30) days from the date this Agreement is fully executed by the parties, and the

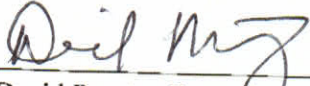
parties shall resume grievance hearings via telephone or video conference. The parties shall also immediately commence discussions on the use of remote technology to conduct arbitration hearings where, by mutual agreement, fair hearings may be held before the OCA office can be reopened in a safe and efficient manner.

10. The parties agree that all other agreements entered into pursuant to the COVID-19 MOA, including the Memoranda of Agreement pertaining to "12 Hour Shifts," "Seven (7) Days Advance Notice where Practicable of an Intent to Reduce Due to COVID-19," "Scheduling of Part-time Employees," "Employment of Temporary Employees," "AB Time," "Better Terms and Conditions," "Payment of Vacation Pay to Laid Off Employees," and "Shared Work," shall continue pursuant to their terms during the term of this Agreement.

11. This Agreement shall continue in effect until February 28, 2021 subject to re-opening by either party, upon fourteen (14) days written notice, a) on or after July 31, 2020 or b) 60 days from the date the Governor of the State of New York lifts or rescinds the restrictions of the PAUSE executive orders (e.g., Executive Order 202.6) for the region encompassing New York City, whichever is earlier.

SEIU LOCAL 32BJ

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

By: 
David Prouty, General Counsel

By: 
Howard Rothschild, President

Date: 5-29-2020

Date: May 28, 2020

Side Letter on Deep Cleaning and Sanitization

May 28, 2020

The parties dispute whether "deep cleaning and sanitization work" is bargaining unit work subject to the work preservation clause of the Commercial Building Agreement. Nothing in this agreement is intended to waive either party's rights or position with regard that issue. However, both parties wish to encourage signatory employers to use employees whose terms and conditions are no less than the 32BJ contractual standards, consistent with the law, to perform these functions. To that end, the Union agrees that that deep cleaning or sanitization work conducted in response to COVID-19 and/or the reopening of buildings may be temporary in nature and may be discontinued in the event that such functions cease to be performed by the Employer or its subcontractor. Any employees laid off, who have not been recalled, and who volunteer for positions or assignment on such a deep cleaning or sanitization crew shall not forfeit their recall rights, nor bumping rights where applicable.

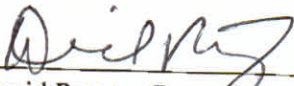
The RAB agrees that notice shall be provided to the Union of signatory employers contracting with non-signatory employers to perform these services.

This agreement is non-precedential and is without prejudice to the parties' respective positions regarding unit scope."

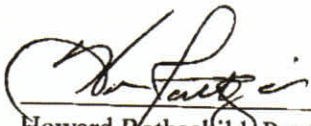
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By:


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