

MEMORANDUM OF AGREEMENT

Whereas, SEIU Local 32BJ (“Union”) and the Bronx Realty Advisory Board on Labor Relations (the “BRAB”) on behalf of its members (“Employers”) are parties to the 2019 Bronx Collective Bargaining Agreement effective March 15, 2019 through March 14, 2023 (the “Agreement”); and

Whereas, the COVID-19 pandemic is impacting the building operations and building service workers throughout the City of New York; and

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; and

Whereas, certain buildings are experiencing closures, or reductions in operations as a result of COVID-19 and it is anticipated that these closures and/or reductions will be temporary in duration;

Now therefore, the BRAB and the Union agree to the following:

1. Recognizing that some employees will be unable to report to work due to circumstances related to the pandemic, including child care obligations and vulnerable medical conditions, Employers shall make reasonable efforts to utilize employees’ paid time off under the Agreement, including vacation, sick, and personal days (collectively “Contractual PTO”), to pay employees during absences due to circumstances related to the pandemic, unless such employee opts, in writing, not to use Contractual PTO for any such absence.

2. If, pursuant to U.S. Centers for Disease Control and Prevention, New York State Department of Health, and/or New York City Department of Health and Mental Hygiene guidelines, an Employer directs an employee or employees to self-quarantine or self-isolate because of a worksite exposure to COVID-19, such employee will be paid two (2) weeks of paid time off without reduction of any such affected employee’s Contractual PTO. For any other self-quarantine or self-isolation, the Employee may elect to utilize their Contractual PTO or statutory paid leave, if applicable and available to the employee. The Union and BRAB acknowledge that federal and New York State laws provide for certain unpaid or paid time off based on the size of an Employer. The parties agree that the NYS Emergency Paid Sick Leave law applicable to employers with between 11 and 99 employees shall apply to all worksites, to the extent that that law provides any paid time off to an employee.

3. In the event the operations at a building are suspended or reduced for reasons related to the pandemic, the requirements in the Agreements for advance notice of a reduction in force or a reduction in hours shall be suspended for thirty (30) days from the date of this Agreement, subject to further extension if necessary and mutually agreed upon, provided that the Employer shall provide the Union with prompt notice of reduction, including identifying the affected employees and the reason for the reduction. Notwithstanding any prohibition of a reduction in employee work hours, the employer may reduce employees’ hours in appropriate circumstances for reasons related to the pandemic. While the advance notice requirements are waived, the parties reserve their substantive rights and defenses regarding the implementation of any reduction that are not specifically waived in this Agreement.

4. Similarly, the requirement for advance notice of schedule changes that are being implemented for reasons related to the pandemic shall be suspended for thirty (30) days from the date of this Agreement, but prompt notice of such schedule changes shall be provided to the Union.

5. In light of the increased staffing needs at certain buildings and the goal of minimizing the effect of temporary layoffs where possible, the Union, the BRAB, and its member Employers shall cooperate to 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 without regard to seniority. The Union shall be provided appropriate written notice of redeployments and reassignments as practicable; multiple notices of reassignment are not required under these pandemic circumstances. If a building Employer is retaining a signatory contractor for the purposes of providing additional

staffing, the contractor, as soon as practicable, shall provide written notice to the Union, including the roster of the contracted employees who have been temporarily redeployed.

6. Employees' eligibility for payment of severance pay under Article X of the Agreement ("Severance Pay") due to layoff during the pandemic shall be suspended for a period of sixty (60) days, or as extended by mutual agreement of the parties.

7. The Union and the BRAB shall form an ad hoc work group to coordinate on issues related to the pandemic including reductions and redeployment.

8. In the event of federal or state legislation with respect to family medical leave, paid leave or other effects of COVID-19 on employees and employers, the parties shall meet and confer with respect to the implementation of such provisions, including but not limited to whether such provisions should run concurrently or consecutively with the leave for worksite exposures in Paragraph 2..

9. In the event of federal, state or local regulation or legislation regarding a shelter in place or mandatory quarantine order, the parties agree that building service employees are essential employees and must have access to their workplaces.

10. During such time as this Memorandum of Agreement remains in effect, the Parties agree that the period within which the Parties have, under the terms of the Agreement, to file a grievance and/or for arbitration, and any other applicable statute of limitations, shall be tolled (the "Tolled Period.").

11. In the event that, following the expiration of this Memorandum of Agreement, a Party should file a grievance or a demand for arbitration that has been tolled (the "Tolled Grievance"), and the responding Party asserts, with respect to that grievance, that it is untimely or barred by any statute of limitations, laches, or any similar defense based upon the passage of time, the Tolled Period shall be excluded from the computation of any such passage of time with respect to the Tolled Grievance.

12. All grievance meetings and arbitration hearings shall be suspended during the Tolled Period without prejudice to any party's right to have such hearing subsequent to the Tolled Period and without prejudice to any party's rights and/or defenses.

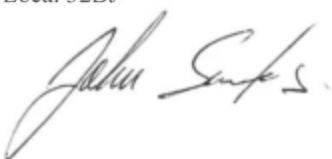
13. This Memorandum of Agreement shall be effective as of the date of execution and shall continue for a term of 30 days. This Memorandum of Agreement shall not be extended or otherwise modified except by a writing signed by the Parties. No waiver of any of the promises, obligations, terms or conditions herein shall be valid unless it is written and signed by the Party against whom the waiver is sought to be enforced.

14. This Memorandum of Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party except as specifically set forth herein.

SEIU Local 32BJ

Bronx Realty Advisory Board

By:



By:



John Santos, Vice President

William Schur, President

Date:

3/27/2020

Date:

3/27/2020