

MEMORANDUM OF AGREEMENT

Whereas, IUOE Local 94 ("Union") and the Realty Advisory Board on Labor Relations Inc. ("RAB"), acting on behalf of various owners of office and commercial buildings in the City of New York and authorized agents of such owners who become signatory ("Employers") are parties to the 2019 RAB Engineers Agreement (the "Agreement");

Whereas, the COVID-19 pandemic is impacting the 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 its employees who are members of Local 94 ("Employees");

Whereas, certain buildings and Employers are experiencing difficulties in continued operations as a result of COVID-19 and these buildings may wish to reduce labor cost while retaining trained employees and maintaining benefits for employees; and

Whereas, under New York State Labor Law, Art. 18, Title 7-A, §§ 602-612, the New York State Department of Labor ("NYSDOL") administers a program known as "Shared Work" which allows employers to keep trained staff and avoid layoffs and provides partial unemployment insurance benefits to employees while working reduced hours;

Now therefore, the RAB, on behalf of its members who assent in writing to this Memorandum of Agreement ("signatory employers"), and the Union agree to the following:

1. A signatory employer, who would otherwise layoff or furlough employees for a period of fifteen (15) days or more, may opt to retain Employees and avoid layoffs by designing and obtaining approval from the NYSDOL of a Shared Work Program under which it is allowed to reduce the hours of Employees in an amount not less than 20% and not greater than 60% of the hours those employees previously worked; provided:
 - a. Each signatory employer who wishes to reduce hours as described herein shall submit a "Shared Work Plan" to the NYSDOL, consistent with the rules, regulations, and procedures applicable to such plans, and obtain approval by the NYSDOL of that signatory employer's Shared Work Plan;
 - b. The signatory employer shall execute an individual assent to this Memorandum of Agreement by site or sites where the Shared Work Program will apply.
 - c. Notwithstanding any reduction in hours, there shall be no reduction in the benefit funds contributions by signatory employers and they will continue to pay all benefits funds contributions to the Health and Benefit Fund, Central Pension Fund, Training, Annuity and Sick Pay Funds applicable to any affected employee's benefits as were paid prior to commencement of the signatory employer's Shared Work Program and prior to any reduction of hours by an employer made due to COVID-19 as if no reduction of hours occurred. That

means that an employee who was a regular full-time employee working 40 hours prior to COVID-19, the employer will pay 40 hours to the benefit funds.

- d. The Employer will establish reduced work schedules under their approved Shared Work Plan consistent with the following terms: (1) employees shall be scheduled for a minimum eight (8) hours per scheduled shift, or the employer's equivalent duration for the shift of similar full-time employees; (2) scheduled days of the week should be fixed; and (3) with the exception of certain existing bargaining unit positions that may be excluded from a Shared Work Plan due to special skills and responsibilities, all bargaining unit employees under a Plan and within their classifications shall be treated comparably and equitably;
- e. The Employer shall provide the Union with a copy of the Shared Work Plan at least 72 hours prior to submission to NYSDOL, notice when the Plan is approved by NYSDOL and its effective date.

2. It is understood and agreed by the parties and the signatory employers that this Memorandum of Agreement is based upon the participating affected employees' eligibility and receipt of the additional \$600 per week emergency Pandemic Unemployment Compensation.

3. The parties agree that on the condition that a signatory employer complies with the terms of this Memorandum of Agreement, the Union consents to the submission of a Shared Work Program Application; Shared Work Plan Participant Listing, and/or Shared Work Continued Claim Form, and any other and/or further documents as may be necessary to ensure the signatory employer may participate in the NYSDOL Shared Work Program.

4. All other terms of the Agreement, including both the relevant collective bargaining agreement and any other recent interim agreements, not modified by the terms of this Memorandum of Agreement remain in effect. Disputes arising under this Memorandum of Agreement shall be addressed under the Agreement's respective grievance procedure.

5. Employers agree that they will process claims for unemployment insurance benefits in a manner consistent with this Memorandum of Agreement, provided, that nothing in this Agreement shall be construed to prevent any Employer from responding truthfully to any inquiry concerning an employee's application for unemployment insurance benefits. The employer will assist the employees with their Shared Work unemployment claims.

6. The parties further agree that they will direct the Trustees of the Local 94 Benefits Funds to continue to accept benefit fund contributions to the Health and Benefit Fund, Central Pension Fund, Training, Annuity and Sick Pay Funds submitted for employees whose schedules are reduced pursuant to this Memorandum of Agreement and to continue to provide those benefits to such employees in the same amount and on the same terms as were provided prior to commencement of the signatory employer's Shared Work Program as if no reduction of hours occurred

7. The parties further acknowledge that this Agreement is subject to guidance and regulation issued by the NYDOL and may need modification to comply with such guidance and

regulation. The parties will meet and confer regarding any guidance and regulation issued by NYDOL that affects the terms of this Agreement.

8. This Memorandum of Agreement will remain in full force and effect for sixty (60) days after the date of full execution by all parties, unless earlier terminated by any party on seven (7) days' written notice to the other party. This Memorandum of Agreement may be extended by mutual consent of all parties.

LOCAL 94, IUOE

REALTY ADVISORY BOARD ON LABOR
RELATIONS, INC.

By: _____

Kuba Brown, Business Manager

By: _____

Howard Rothschild, President

Date: _____

4/24/20

Date: _____

April 24, 2020

ASSENT

Whereas, IUOE Local 94 ("Union") and the Realty Advisory Board on Labor Relations Inc. ("RAB") are parties to the 2019 RAB Engineers Agreement (the "Agreement"); and

Whereas, the Union and the RAB have entered into a Memorandum of Agreement effective April __, 2020 ("MOA") regarding adoption of an NYS Department of Labor (NYSDOL) authorized Shared Work Program 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 its employees who are members of Local 94; and

Whereas, RAB members who assent in writing become signatories to the MOA and may participate in the MOA's terms for the Employer's site or sites where the Shared Work Program will used.

It is therefore agreed by the undersigned employer that it has adopted the MOA and the MOA and Shared Work Program approved by the NYSDOL will be applicable to the site or sites identified herein.

EMPLOYER

By: _____
Signature

Name of Authorized Representative

Dated: _____

Building locations or sites where Shared Work Program will be used:

