

Memorandum of Agreement

Whereas, SEIU Local 1 (“Union”) and the Building Owners and Managers Association of Chicago (“BOMA Chicago”) are parties to the BOMA/Chicago – Local 1 - 2018 Janitorial Agreement (4/9/18 – 4/4/21) and the BOMA/Chicago – 2019-2022 Agreement – Local 1 Security (4/29/19 – 4/30/22) (collectively “Agreements”);

Whereas, the COVID-19 pandemic is impacting the Commercial Office building operations and the building service workers working in those buildings in Chicago;

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 impact on employees;

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

Now, therefore, BOMA Chicago, on behalf of its members, and the Union agree to the following:

1. For any employees who have been laid off or who become ineligible for health coverage due to reductions in the days or hours per week they work on or after March 12, 2020, the parties shall recommend to the Trustees of the SEIU Local 1 and Participating Employers Health Trust that coverage shall continue for such laid off/ineligible employees for an additional thirty (30) days from the date of their layoff or loss of eligibility (beyond any days to which they are already entitled). This provision is in effect for thirty (30) days from the date of this Agreement, subject to further extension if necessary and mutually agreed-upon. This will not result in any additional cost to or contribution from the Employer.
2. Recognizing that some employees will be unable to report to work due to circumstances related to the pandemic, including childcare obligations and vulnerable medical conditions, Employers shall make reasonable efforts to utilize employees’ paid time off, including vacation and personal days (collectively “PTO”) to pay employees during absences due to circumstances related to the pandemic, unless such employee opts, in writing, not to use paid time off for any such absence pursuant to a form developed by the Employer.
3. If, pursuant to U.S Centers For Disease Control and Prevention, Illinois State Department of Health and/or Chicago Department of Public Health guidelines, an Employer directs an employee or employees to self-quarantine or self-isolate because of worksite exposure to COVID-19, such employee shall be paid up to two (2) weeks of paid time-off (based on the number of straight time hours the employee is regularly scheduled) without reduction of any such

employee's existing PTO entitlements. For any other self-quarantine or self-isolation, the Employee may elect to utilize their PTO or statutory paid leave, if available.

4. 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 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.
5. 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 changes shall be provided to the Union.
6. The Union and BOMA Chicago shall form an ad hoc work group to coordinate on issues related to the pandemic including reductions and redeployment. The Union designate for Commercial Cleaning shall be Robert Pawlaszek (pawlaszekr@seiu1.org) and Lonnell Saffold for Commercial Security (saffoldl@seiu1.org).
7. In the event additional federal or state legislation with respect to family medical leave, paid leave or other effects of COVID-19 on employees and employers is passed after the date of this Agreement (as written below), the parties shall meet and confer with respect to the implementation of such provisions.
8. In response to the Illinois Stay at Home Executive Order (EO 2020-10), the parties agree that employees covered by the Agreements are employed in a "Critical trade" as defined in paragraph 12(h) of that Executive Order. The Employer will exercise good faith efforts to comply with Parties' understanding and agreement in this regard, so long as it does not place the Employer at risk of being in violation of the regulation, law or order in question.
9. 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.

10. Any alleged violations of this Memorandum of Agreement are subject to the contemporaneous Tolling Agreement between the Parties.

SEIU Local 1:

Building Owners and Managers
Association of Chicago:



Thomas Balanoff
President

Michael Cornicelli
Executive Vice President

Date: 3/26/2020

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