

**SECURITY OFFICERS  
OWNERS AGREEMENT**

**Between**

**Service Employees  
International Union  
Local 32BJ**

**And**

**Realty Advisory Board  
on Labor Relations, Inc.**

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This Agreement is entered into between Service Employees International Union Local 32BJ (“the Union”), and the Realty Advisory Board on Labor Relations, Inc. (“RAB”), on behalf of assenting Employers, based on their mutual commitment to the following core principles:

1. Commercial office buildings and other facilities rely upon, and are entitled to, high quality professional security services consistent with industry best practices.
2. A stable and well-trained security workforce is a key component to delivering high-quality security services.
3. A streamlined, flexible approach to traditional labor-management concerns is essential to high-quality professional security services.

## **Article I – Recognition and Scope of Agreement**

**1.1** This Agreement shall apply to all security guards who are employed, or who may be employed, in or assigned to any assenting facility within Manhattan, excluding managers, supervisors and clericals within the meaning of the Labor Management Relations Act, except that economic terms and conditions for all facilities other than Class A or Class B commercial office buildings shall be set forth in riders negotiated for each facility covered by this Agreement; provided, that

security guards employed directly by a tenant shall not be covered by this Agreement; and provided further, that the Employer may hire or engage security personnel to perform specialized functions (such as, but not limited to, canine patrols and armed guards) for up to and including 60 days without such personnel being covered by the terms of this Agreement, subject to extension by mutual consent.

**1.2** The Union is recognized as the exclusive collective bargaining representative for all classifications of security employees within the bargaining unit defined above.

**1.3** The Employer and the Union shall confer regarding the application of this agreement to any other facility serviced by the Employer within the geographic jurisdiction of the Union.

**1.4** This Agreement shall not apply to any work covered by the Building Agreement performed by non-security employees. The parties shall negotiate regarding the terms and conditions of employment of security employees currently covered by the Building Agreement. For purposes of this agreement, security employees are employees whose exclusive function is to enforce rules to protect the property of the Employer or to protect the safety of persons on the Employer's premises.

**1.5** The Employer, upon execution of this Agreement, shall provide the Union with a list of all facilities currently serviced by the Employer within the

jurisdiction of the Union scope of recognition set forth in Article 1.1 above, and the names, home addresses of the employees performing the work, their hours of employment and present wage rate, and Union affiliation, if any, for each such facility. The Employer shall immediately notify the Union when it acquires work at additional facilities, which the parties agree will be covered by Article 1.3 of this Agreement.

**1.6** The Employer shall immediately notify the Union in writing of the name, and home address of each new employee engaged by the Employer subject to this Agreement.

## **Article II- Union Security**

**2.1** It shall be a condition of employment that all employees covered by this Agreement shall become and remain members of the Union on the 31<sup>st</sup> day following the date this Article applies to their work location or their employment, whichever is later. The requirement of membership under this Article is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed. The Union shall not ask or require the Employer to discharge any employee except in compliance with the law.

**2.2** Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting the discharge of an employee because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, the employee shall

be discharged within fifteen (15) days of the letter if prior thereto he or she does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer.

**2.3** The Union shall have the right to inspect all the Employer's records and books including, but not limited to, the Employer's Social Security reports, all payroll reports, and any other records of employment (except the salaries of non-union supervisors) in order to determine compliance with this Agreement. All benefit funds established or provided for under this Agreement shall have the same right to inspect as the Union.

### **Article III – Check-off**

**3.1** The Employer agrees to deduct from the first paycheck each month the monthly dues, initiation fees, and COPE or Political Action Fund contributions, and all legal assessments due to the Union from the wages of an employee covered by this Agreement, when authorized by the employee in writing in accordance with applicable law. The Employer agrees that such deductions shall constitute Trust Funds that will be forwarded to the Union not later than the twentieth (20<sup>th</sup>) day of each and every month. The Union will furnish to the Employer the necessary authorization forms.

**3.2** If the Employer fails to deduct or remit to the Union dues or other monies in accordance with Article 3.1. above by the twentieth (20<sup>th</sup>) day of the month, the Employer shall pay interest on such dues at the rate of one-percent per month beginning on the twenty-first (21<sup>st</sup>) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.

**3.3** If an employee does not revoke his or her dues check-off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed his or her authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.

#### **Article IV- Discipline and Discharge**

**4.1** Employees may not be discharged except for just cause. Upon request of the Union, the Employer shall give the Union a written statement of the general grounds for discharge or suspension within a reasonable time not to exceed ten (10) business days after the discharge or suspension.

**4.2** Employees shall have a trial or probationary period of one hundred and twenty (120) days during which they may be discharged or disciplined without recourse to the grievance and arbitration procedure set forth in Article XXVI below.

**4.3** The Union recognizes that the customer is the ultimate consumer and ultimately controls the access of the employee, and the business of the Employer. When a security related incident occurs on a job site that is or can be reasonably construed as injurious to that customer, the employee, the Union, and the Employer will cooperate in every way in the investigation of the incident until the incident is resolved and/or the customer is satisfied that all reasonable avenues have been pursued to their completion. The Union will not impede any reasonable steps which may assist the Employer in convincing the customer of the thoroughness and/or reliability of its investigation and/or actions consistent with the Union's duty to provide fair and effective representation to its membership.

### **Article V- Drug Testing and Background Checks**

**5.1** The Employer shall have the right to require employees to be drug tested or screened or to satisfy other reasonable background checks or requirements reasonably imposed by either the Employer or its customers. Employees who fail to satisfactorily complete such tests or screens may be discharged without resort to the grievance and arbitration procedure.

**5.2** There shall not be any deductions from pay for employment examinations, physical or otherwise, or for any drug tests or screens, or background checks, required or requested by the Employer.

## **Article VI – No Strikes, Picketing or Other Interruption of Work**

**6.1** There shall be no strikes (including unfair labor practice or sympathy strikes), picketing, work stoppages or job actions by employees or the Union, relating to this bargaining unit, or lockouts, during the term of this Agreement. In the event of a strike of another labor group or the Union involving the customer's property or operations, the employees will remain on the job for protection of life, limb, and property, and not be required to assume duties outside the scope of this Agreement.

**6.2** The Union acknowledges that security officers' duties may include the apprehension, identification and reporting of, and giving evidence, against any persons who perform or conduct themselves in violation of work rules or applicable laws while on the Employer's or the customer's premises, and that the performance of such duties shall not subject security officers to punishment, discipline or charges by the Union.

## **Article VII – Management Rights**

**7.1** Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement and to take any action it deems appropriate in the management of its business and direction of the work force in accordance with its judgment. The Employer shall have the right to plan, direct and control all operations

performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations and/or services to be utilized and/or provided and/or to discontinue their performance by the employees of the Employer; to establish, increase or decrease the number of work shifts, their starting and ending times, determine work duties of employees, or the staffing of shifts, or to reduce the work force as necessary; to require duties other than normally assigned be performed; to select supervisory employees; to train employees; to relieve employees from duty for lack of work or any other legitimate reason; or to cease operations at any location.

**7.2** The Employer shall also have the right to promulgate, post and enforce reasonable rules and regulations governing the conduct of employees during working hours. In any arbitration in which an Employer's rule or regulation is found to be unreasonable, the arbitrator may only order rescission of the rule or regulation, and may not modify or alter the rule or regulation in any manner.

**7.3** The foregoing statements of management rights and Employer functions are not exclusive, and shall not be construed to limit or exclude any other inherent management rights not specifically enumerated.

**7.4** The Union recognizes that the Employer provides a service of critical importance to the customer. If a customer/tenant demands that the Employer remove an employee from further employment at a location, the

Employer shall have the right to comply with such demand. However, unless the Employer has cause to discharge the employee, the Employer will place the employee in a job at another facility covered by Article 1.1. of this Agreement without loss of Union entitlement seniority or reduction in pay or benefits. If the Employer has no other accounts within Article 1.1 where there are positions at the employee's same wage level, then the employee shall be placed at another location of the Employer in a lower wage category or, at the employee's option, may be laid off with the right, subject to the Employer's suitability determination, to fill positions that may become available within three months if the Employer obtains another account within Article 1.1. Transfers or removals of employees shall not be arbitrary or retaliatory.

**7.5** The Employer shall promptly notify the Union, where possible in advance, of any reductions in the number of employees assigned to any work location covered by this Agreement.

### **Article VIII – No Discrimination**

**8.1** There shall be no discrimination against any employee by reason of race, creed, color, age, disability, sexual orientation, national origin, sex, union membership, or any characteristic protected by law, including but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, 42 U.S.C. Section 1981, the New York State Human Rights Law, The New

York City Human Rights Code, New Jersey Law Against Discrimination, New Jersey Conscientious Employee Protection Act, Connecticut Fair Employer Practices Act, or any other similar laws, rules or regulations. All such claims shall be subject to the grievance and arbitration procedure as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.

### **Article IX- Contractor Transition**

**9.1** When the Employer takes over the servicing of any facility covered by Article 1.1. above, and where the daily work being performed amounts to eight (8) hours or more, the Employer agrees to retain all permanent employees at the facility, including those who might be on vacation or off work because of illness, injury or authorized leaves of absence, provided, however, that employment will be offered solely to those employees who satisfy the hiring and employment standards of the Employer, within the exclusive discretion of the Employer.

**9.2** If a customer demands that the incoming Employer remove an employee from continued employment at the location, the Employer shall have the right to comply with such demand. In that case, the outgoing Employer shall place such employee in accordance with Article 7.4 above.

**9.3** If employees in any building had in effect on the effective date of this agreement a practice of terms or

conditions better than those provided for herein, applicable generally to them for wages, hours, sick pay, vacations, holidays, premium pay, relief periods, jury duty or other economic or leave issues, such better terms or conditions shall be continued only for employees employed by the Employer on the effective date, unless the Union and the Employer agree otherwise.

**9.4** Any Employer assuming this Agreement shall be responsible for payment of vacation pay and granting of vacations required under this Agreement which may have accrued prior to the Employer taking over the job, less any amounts paid or given for that vacation year. In the event that the successor Employer has reason to believe that the predecessor intentionally delayed vacations in order to avoid the obligation to make vacation payments under this Agreement, the successor must still make vacation payments to employees, but may pursue a claim against the predecessor Employer pursuant to the arbitration provision of this Agreement in order to seek recovery for payments made. In the event that the Employer terminates its Employer-employee relationship under this Agreement and the successor employer does not have an Agreement with the Union providing for at least the same vacation benefits, the Employer shall be responsible for all accrued vacation benefits.

**9.5** The Employer shall within a reasonable amount of time not to exceed ten (10) business days notify the Union in writing if the Employer receives written cancellation of an account/location. The Employer shall

provide to the Union a list of all employees at the account/location, their wage rates, the number of hours worked, the dates of hire, the number of sick days, holidays, benefit contributions made for employees, and vacation benefits.

### **Article X- Seniority**

**10.1** Seniority shall be defined as an employee's length of service with the employer or at the facility, whichever is greater, regardless of whether there was a collective bargaining agreement covering the facility.

**10.2** After completion of the trial or probationary period, an employee shall attain seniority as of his/her original date of employment.

**10.3** Seniority shall be broken by any of the following events:

**10.3.1** resignation, retirement, or voluntary termination;

**10.3.2** discharge for cause;

**10.3.3** voluntary promotion into any non-bargaining unit position;

**10.3.4** inactive employment for any reason exceeding six months or an employee's length of seniority, whichever is less;

**10.3.5** failure to return to work after any leave within five calendar days after a scheduled date for return unless prior written notice is received by the Employer.

**10.4** Assignments, promotions, the filling of vacancies, layoffs and recalls shall be determined on the basis of seniority, provided that in the sole and exclusive opinion of the Employer, the employee is qualified, suitable and available to work. Seniority shall be determinative when, and only when, all other job-related factors are equal.

**10.5** An employee who is laid off shall not be permitted to bump a less senior employee at another facility, but shall be permitted to obtain a vacant position at another location/site consistent with the provisions of Article 10.4. above. If there are no such vacant positions, the employee shall be permitted to exercise his or her seniority for a position which becomes available, consistent with Article 10.4. above. The Employer will give first consideration to filling vacancies to employees on a recall list. Employees may remain on the recall list for three months.

**10.6** The Employer may temporarily or permanently assign an employee to, or among other buildings, covered by Article 1.1. of this Agreement, provided that employees so assigned shall be credited with all accumulated seniority from their previously assigned location at their new location and shall continue to accrue seniority at their new location as if they had started work at that location, and that such assignments shall not be made arbitrarily.

## **Article XI- Training**

**11.1** The Employer and the Union are committed to providing the Employer's customers, and their tenants, security employees whose training exceeds state minimum standards.

**11.2** All employees shall be required to successfully complete 40 hours of training provided by the Thomas Shortman Training Fund for employment, and thereafter as agreed to by the parties. The parties will agree on the training curriculum and the schedule on which employees must complete their annual cycle of training. The Employer may require additional training for employees tailored to classifications that the employer may establish or for other reasons that it determines.

**11.3** The first sixteen (16) hours of training required under Article 11.2 shall be taken pursuant to each employees' paid leave allotment. Employees may draw against future paid leave for this purpose. The remaining twenty-four (24) hours of training required under Article 11.2 shall be treated as work-time. Employees' mandatory eight (8) hour annual recertification training also shall be treated as work time.

**11.4** The Employer shall contribute \$312 per year to the Thomas Shortman Fund for each employee under such terms and conditions as the Trustees of the Fund have established or may establish. The obligation to contribute shall commence thirty (30) calendar days after the employee's date of hire.

**11.5** The Employer shall not be required to make the contributions provided for in Article 11.4 for any vacation replacement or temporary replacement if those individuals have already received the training provided for in Article 11.2.

**11.6** Employees shall not be required to pay for training required or mandated by the employer.

## **Article XII- Workweek/Schedules**

**12.1** Employees regularly scheduled to work five (5) days within a workweek shall be paid at one and one-half times their regular hourly rate of pay for hours worked in excess of forty (40) during a workweek. Hours not actually worked shall not be included in this calculation.

**12.2** Employees who work in excess of twelve (12) hours consecutively in a work-day shall be paid at one and one-half (1 1/2) their regular hourly rate of pay for all such hours worked in excess of 12 per day.

**12.3** Employees called into work for any time not consecutive with their regular schedule shall be paid for at least four (4) hours of work at straight time, subject to applicable wage and hours laws.

**12.4** Employees regularly scheduled to work at least seven (7) hours in a day shall receive a thirty (30) minute paid break during the day on premises and, if no relief is available, at their post; or, at the option of the Employer, a one hour unpaid meal break which may be taken off premises.

## **Article XIII-Method of Pay**

**13.1** Employees shall be paid on a weekly basis, no later than seven (7) days after the pay period ends. Employees shall receive pay statements itemizing hours worked, rates of pay, and any deductions from their pay.

**13.2** The Employer may require, at no cost to the employee, that an employee's check be electronically deposited at the employee's designated bank, or that other improved technological methods of payment be used. The Union shall be notified by the Employer of this arrangement.

## **Article XIV- Wages**

**14.1** There shall be three basic classifications of security officers: Security Officer I, Security Officer II, and Security Officer III. The Employer shall notify the Union of any other classifications, and related rates of pay, that the Employer determines to establish.

**14.2** The Employer shall, within its sole discretion, determine the requirements, including any additional training other than the minimum forty (40) hours provided for in Article 11.2, appropriate for each classification; the placement of employees within the classifications; and, the elevation of employees from one classification to another. Such determinations shall not be subject to the grievance and arbitration provisions of this Agreement.

**14.3** Employees classified as Security Officer I shall be paid at least the hourly rates listed below based on their seniority:

|        |          |           |           |           |
|--------|----------|-----------|-----------|-----------|
| Start  | 6 months | 12 months | 18 months | 24 months |
| \$9.50 | \$10.00  | \$10.50   | \$11.00   | \$11.50   |

Effective January 1, 2006, employees classified as Security Officer I shall be paid at least the hourly rates listed below based on their seniority:

|        |          |           |           |           |
|--------|----------|-----------|-----------|-----------|
| Start  | 6 months | 12 months | 18 months | 24 months |
| \$9.85 | \$10.35  | \$10.85   | \$11.35   | \$11.85   |

Effective January 1, 2007, employees classified as Security Officer I shall be paid at least the hourly rates listed below based on their seniority:

|         |          |           |           |           |
|---------|----------|-----------|-----------|-----------|
| Start   | 6 months | 12 months | 18 months | 24 months |
| \$10.25 | \$10.75  | \$11.25   | \$11.75   | \$12.25   |

All incumbent employees classified as Security Officer I when this Agreement first applies to a facility shall receive an initial increase of at least thirty-five (35) cents an hour or the start rate, whichever results in a higher rate of pay.

All employees classified as Security Officer I whose hourly rate of pay is above the minimum rate on January 1, 2006, or January 1, 2007, shall receive an increase of 35 cents or 40 cents respectively.

**14.4** Employees classified as Security Officer II shall be paid a minimum hourly rate of \$13.50. Effective January 1, 2006, the minimum hourly rate shall be \$13.85; effective January 1, 2007, the minimum hourly rate shall be \$14.25.

All employees classified as Security Officer II shall receive either the minimum hourly rate, or an annual increase of 35 cents per hour in 2006, or an annual increase of 40 cents per hour in 2007, whichever shall result in the higher rate of pay.

**14.5** Employees classified as Security Officer III shall be paid a minimum hourly rate of \$15.50. Effective January 1, 2006, the minimum hourly rate shall be \$15.85; effective January 1, 2007, the minimum hourly rate shall be \$16.25.

All employees classified as Security Officer III shall receive either the minimum hourly rate, or an annual increase of 35 cents per hour in 2006, or an annual increase of 40 cents per hour in 2007, whichever shall result in the higher rate of pay.

**14.6** No employee employed on the date of this Agreement shall have his or her hourly wage reduced as a result of this Agreement.

**14.7** All employees subject to this Agreement shall receive either the rates provided in Articles 14.3., 14.4., or 14.5., as applicable, or an annual increase of thirty-five (35) cents per hour, whichever shall result in a

higher rate or pay; provided, that buildings already under a collective bargaining agreement governing employees to be covered by this Agreement shall bargain with the Union on an individual basis regarding over-scale employees.

**14.8** The regularly assigned Fire Safety Director, appointed by the Employer and certified by the Fire Department, shall be classified as a Security Officer III. Nothing in this Agreement shall obligate the Employer to designate more than one employee as a Security Officer III Fire Safety Director.

### **Article XV – Holidays**

**15.1** The following holidays shall be designated for all post-probationary employees on the days on which they are legally observed: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day. In buildings where major occupants are operating on Presidents Day, another holiday may be substituted for such day provided notice is given to the Union on or before January 1 of each year. In addition, the Union and the Employer can agree to substitute another holiday for one of the holidays listed above at any facility based on the customer's requirements.

**15.2** All employees regularly scheduled to work on any holiday listed in Article 15.1. but who do not work due to their regular work location being closed, will be paid eight (8) hours regular straight time pay.

**15.3** Employees who work on any holiday listed in 15.1 shall receive holiday pay and shall be paid at the appropriate rate of pay for each hour that they work.

**15.4** In order to qualify for holiday pay, employees must work their last regularly scheduled shift before the holiday and their next regularly scheduled shift following the holiday, provided, that employees who are absent on one or more days due to approved vacation or sick leave shall be entitled to holiday pay, and provided further, that employees who are absent on one or both of such days due to FMLA leave, or medical or personal leave previously approved by the Employer, shall be entitled to receive holiday pay only upon their return to active employment.

### **Article XVI- Sick Leave**

**16.1** Employees shall accrue paid sick leave at the rate of one sick leave day for every six months worked with the Employer (or at the facility) for use due to a bona fide illness or injury, or to attend a doctor's appointment up to a maximum of six (6) days a year. For example, an employee with four years seniority would have six (6) days a year.

**16.2** To receive paid sick leave, an eligible employee must notify his or her supervisor of his or her inability to report to work as scheduled at least two hours prior to his or her scheduled starting time.

**16.3** Sick leave not used by the end of the year shall not be carried over to the following year and need not be paid out.

### **Article XVII- Emergency Leave of Absence**

**17.1** Once during the term of this Agreement, employees may request an emergency leave of absence if they have been employed at least two (2) years. The Employer shall not unreasonably withhold approval of such leave providing the leave is compatible with the proper operation of the location. Emergency leave may be requested on an emergency basis, provided that upon the employee's return to work the employer may request documentation of the emergency.

**17.2** The Employer shall provide employees with leaves of absence for union related activities, where practicable. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time.

**17.3** Employees' seniority does not accrue but is not broken during authorized leaves of absence, except where required by law.

**17.4** A regular full-time employee with at least one (1) year of seniority shall not be required to work for a maximum of three (3) days immediately following the death of his/her parent, sibling, spouse or child and shall be paid his/her regular, straight time wages for any of such three days on which he/she was regularly scheduled to work or entitled to holiday pay.

## **Article XVIII- Uniforms and Equipment**

**18.1** Where required or when necessary for the job, the Employer shall provide and maintain appropriate uniforms and equipment to the employees without cost to the employee.

**18.2** All uniforms and other equipment furnished by the Employer shall be returned at the time of termination of employment.

## **Article XIX- Vacations**

**19.1** Employees shall accrue vacation with pay in accordance with the following schedule:

| Months on Payroll | Vacation with Pay |
|-------------------|-------------------|
| 6                 | 3 days            |
| 12                | 5 days            |
| 24                | 10 days           |
| 60                | 15 days           |
| 180               | 20 days           |
| 300               | 25 days           |

**19.2** Length of employment for vacation shall be based upon the amount of vacation an employee would be entitled to on September 15<sup>th</sup> of the year in which the vacation is given, subject to grievance and arbitration where the result is unreasonable.

**19.3** Vacations will be paid at the employee's regular straight-time hourly rate of pay.

**19.4** Selection and preference as to time of taking vacations shall be granted to employees on the basis of seniority, except that a building may depart from seniority in vacation scheduling where it is required to maintain normal operations of the building, in which event the Union shall be notified as soon as possible of the departure from seniority.

**19.5** Employees shall be paid vacation on a pro rata basis upon their termination of employment for any reason.

### **Article XX- Health Fund**

**20.1** The Employer agrees to make payments into a health trust fund, known as the Building Service 32BJ Health Fund, to cover employees covered by this Agreement who work more than two days each workweek with health benefits under such provisions, rules and regulations as may be determined by the Trustees of the fund, as provided in the Agreement and Declaration of Trust.

**20.2** The Employer shall contribute to the Fund \$435 per month for each regular full-time employee payable when and how the Trustees of the Health Plan, as it may be amended, determine, to cover employees and their dependent families with health benefits as agreed by the collective bargaining parties, and under such provisions, rules and regulations as may be determined by the Trustees. Effective January 1, 2006, the contribution rate shall increase to \$487 per month for each regular

full-time employee. Effective January 1, 2007, the contribution rate shall increase to \$544 per month for each regular full-time employee.

**20.3** Full-time employees shall be defined as those employees who are regularly employed more than two days a week.

**20.4** The obligation to contribute shall commence one-hundred and twenty (120) calendar days after the employee's date of hire as a full-time employee. Employees shall have a waiting period of four (4) months following their date of hire before becoming eligible to be participants in the Funds. No contributions to any Benefit Funds shall be made for a vacation relief person.

### **Article XXI-Legal Fund**

**21.1** The Employer shall make contributions to the Group Pre-paid Legal Plan of \$223.60 per employee per year payable as the Trustees of the Legal Fund determine.

**21.2** The obligation to contribute shall commence one-hundred and twenty (120) days after the employee's date of hire. The employees shall have a waiting period of four (4) months following their date of hire to become eligible to participate in the Legal Fund.

## **Article XXII- Supplemental Retirement and Savings Fund**

**22.1** Regular full time employees shall be eligible to participate in the Building Service 32BJ Supplemental Retirement and Savings Fund in accordance with the terms and conditions of such Fund, as it may be amended, at no cost to the Employer.

## **Article XXIII- Provisions Applicable to All Funds**

**23.1** If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds' Trust Agreement, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, court costs, auditor's fees and interest.

## **Article XXIV-Most Favored Nations**

**24.1** If the Union agrees to different wages or benefits more favorable to the Employer at any location subject to 1.1. above, those terms and conditions shall apply to any other Employer who takes over that location for the duration of the Union's agreement with the prior employer.

**24.2** In the event that the Union enters into a contract on or after December 1, 2007, for a Class A Commercial

Office Building location within Manhattan, whose wages or benefits are more favorable to such Employer than the terms contained in this Agreement with respect to that location, the Employer shall be entitled to and may have the full benefit of any and all such more favorable terms for any of its Class A commercial office building locations within Manhattan, upon notification to the Union. The Union will send the Employer notice of any such more favorable contracts. This clause shall not apply to contracts entered into before December 1, 2007 even if the terms of any such contracts extend beyond that date.

### **Article XXV-Union Visitation**

**25.1** The Employer shall furnish a bulletin board at the work-site exclusively for Union announcements and notices of meetings.

**25.2** Union representatives shall have reasonable and appropriate access to employees at the work-site to confer with employees regarding grievances, or other union related business. Access shall be granted only if there is prior notice to the Employer and such access does not interfere with the work being performed at the building. The Union and the Employer shall discuss the implementation of this clause in connection with any applicable rules of the customer.

## **Article XXVI- Grievance and Arbitration**

**26.1** All disputes or differences involving the interpretation or applications of this Agreement that arise between the Employer and the Union shall be resolved as provided in this Article.

**26.2** If a dispute or difference covered by this Article cannot be resolved informally between the Union and Employer, it shall be filed in writing within thirty (30) days of the date of any conduct or action alleged to be in violation of the Agreement.

**26.3** The Employer and the Union shall hold a meeting on unresolved grievances no later than thirty (30) days after the filing of the written grievance. The scheduling or convening of this meeting shall not be a cause for delay of arbitration.

**26.4** All grievances not settled at the meeting held pursuant to Article 26.3 shall be subject to arbitration before the Office of the Contract Arbitrator established under the agreement between the Realty Advisory Board on Labor Relations Inc. ("RAB") and the Union. Written demand for arbitration must be made within forty (40) business days of the filing of the written grievance, unless the parties agree otherwise. The panel of arbitrators shall be as determined from time to time between the RAB and the Union under the procedures set forth in their agreement.

**26.5** The fee of the Contract Arbitrator and all reasonable expenses involved in his/her functions shall be borne equally by the Union and the Employer, unless the Employer is a member of the RAB.

**26.6** Arbitration hearings in discharge or other cases involving suspension without pay shall be scheduled for hearing no later than fourteen (14) days after the Union has filed a written notice demanding arbitration of the dispute, unless the parties agree otherwise. All other grievances shall be scheduled for arbitration no later than thirty (30) calendar days after the Union has filed a written notice demanding arbitration of the dispute.

**26.7** If either party asserts that the dispute or difference is not properly a "grievance" as defined in Article 26.1, then the question of whether or not such dispute or difference is a grievance properly arbitrable under this Article shall first be determined, either by agreement between the parties or by the arbitrator. In such arbitration the fact that the grievance has been dealt with under the contract grievance machinery shall not be considered by the arbitrator in determining whether or not the grievance is arbitrable.

**26.8** The arbitrator shall not grant adjournments to either party unless by mutual consent or for good cause shown. Due written notice means mailing, faxing or hand delivering to the address of the Employer. In the event of a willful default by either party in appearing before the Arbitrator, after due written notice shall have been given, the Arbitrator is authorized to render his

award upon the testimony of the adversary party. The oath-taking and the period and requirements for service of notice in the form prescribed by statute are hereby waived.

**26.9** Should either party fail to abide by an arbitration award within two weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take action necessary to secure such award including but not limited to suits at law.

**26.10** The procedure outlined herein in respect to matters over which the Contract Arbitrator has jurisdiction shall be the sole and exclusive method for the determination of all such issues. The Contract Arbitrator shall have the power to grant any remedy required to correct a violation of this Agreement, including but not limited to, damages and mandatory orders, and the Award of said Arbitrator shall be final and binding upon the parties and the employee(s) involved; provided that nothing herein shall be construed to forbid either of the parties from resorting to court for relief from, or to enforce rights under, any arbitration award. In any proceeding to confirm an award of the Arbitrator, service may be made by registered or certified mail, within or without the State of New York, as the case may be.

**26.11** Grievants attending grievances and arbitrations during their regularly scheduled hours shall be paid during such attendance only if they are current employees at the time of the hearing.

**26.12** All Union claims are brought by the Union alone, and no individual shall have the right to compromise or settle any claim without the written permission of the Union. In the event that the Union appears at an arbitration without the grievant, the Arbitrator shall conduct the hearing provided it is not adjourned. The Arbitrator shall decide the case based upon the evidence adduced at the hearing.

**26.13** It is agreed by the parties that the arbitrators serving the Office of the Contract Arbitrator shall also serve as contract arbitrators under this Agreement.

### **Article XXVII- Duration**

**27.1** This Agreement shall be effective from its execution until 90 days after the expiration of the Commercial Building Agreement between the RAB and the Union, if that date is different than December 31, 2007.

### **Article XXVIII – Savings Clause**

**28.1** If any provision, or the enforcement or performance of any provision of this Agreement is or shall at any time be held contrary to law, then such provision shall not be applicable or enforced or performed except to the extent permitted by law. Both parties agree to construe any provisions held to be contrary to law as closely to its bargained for purpose permissible by law and to agree on a revised draft of such provision that as closely as legally possible mirrors

the purpose of such an invalidated provision. If any provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.

### **Article XXIX – Complete Agreement**

**29.1** This Agreement constitutes the full understanding between the parties and, except as they may otherwise agree, there shall be no demand by either party for the negotiation or renegotiation of any matter covered or not covered by the provisions hereof.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

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

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By: James F. Berg  
President

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ**

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By: Michael P. Fishman  
President