

2018 New York City Apartment House Agreement

Agreement between the undersigned EMPLOYER, hereinafter termed the “Employer” and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ, hereinafter termed the “Union,” for the following premises:

Wherein it is mutually agreed as follows:

Article I - Recognition and Union Status

1. This Agreement shall apply to all classifications of service employees under the jurisdiction of the Union which is recognized as their exclusive bargaining representative. Article VII of this Agreement shall also apply to employees of cleaning and maintenance contractors who employ employees in any building committed to this Agreement working in any job category covered by this Agreement.

Work performed pursuant to the terms of this Agreement shall not be performed by persons not covered by the bargaining agreement except as provided in Article VII.

2. There shall be a Union Shop, requiring Union membership by every employee as a condition of employment after the thirtieth (30th) day following employment, or the execution date of this Agreement, whichever is later. The Union shall not request the Employer to discharge or otherwise discriminate against any employee except in compliance with law.

In the event the union security provision of this Agreement is held to be invalid, unenforceable or of no legal effect generally or with respect to any building because of interpretation or a change of federal or state statute, city ordinance or rule or decision of any government administrative body, agency or subdivision, the permissible union security clause under such statute, decision or regulation shall be enforceable as a substitute for the Union security clause provided for herein.

3. Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because the employee has not met the requirements of this Article, unless the Employer questions the propriety of so doing, s/he shall be discharged within fifteen (15) days of said notice if prior thereto s/he does not take proper steps to meet said 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 Section 2, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer.

4. The Union will hold the Employer harmless for any liability arising from any discharge asked by the Union pursuant to the provisions of this Article provided the Employer has done nothing to cause or increase its own liability concerning removal of employees.

5. The Employer shall be responsible for unpaid dues after receipt of notice provided for in this section and exhaustion of contractual remedies. The Employer's obligation shall begin fifteen (15) days after such notice or if the Employer questions the discharge after the final determination of the Arbitrator.

6. Nothing in this Article shall be construed as an admission that the Employer or the Employer's employees are engaged in interstate commerce, in an activity affecting interstate commerce, in the production of goods for interstate commerce, or that the provisions of the Labor-Management Relations Act, as amended, cover any building.

7. The Employer shall on execution of this Agreement furnish to the Union a complete list of the names and home addresses of all employees covered by the Agreement, plus their hours of employment and hourly rate of pay. The Employer shall immediately notify the Union in writing of the name and home address of each new employee engaged by the Employer.

The Employer shall notify the Union in writing, as soon as a cancellation of an account becomes effective where Union members are employed and the Employer shall notify the Union when the Employer acquires a new building service job.

8. For the purpose of determining the employees who should be members of the Union and to insure the terms of this Agreement are being complied with, the Union shall have the right to inspect the Employer's Social Security reports and all payroll and tax records, and any other record of employment and the Employer shall make such records available to the Union upon request thereof. The Union shall have the right to expedited arbitration in the event the Employer fails to comply with this right of inspection. The Health, Pension, Training, Legal and Supplemental Retirement and Savings (SRSP) Funds shall have the same right to inspect as the Union.

9. The Union does hereby authorize the Employer and the Employer does hereby agree to deduct monthly dues, initiation fees, American Dream Fund ("ADF"), check-off, any assessments, fines or other fees due to the Union from each employee covered by this Agreement, from the wages due to each and every member during the term of this Agreement. The Employer agrees that such deductions shall constitute Trust Funds and will be forwarded by the Employer to the Union not later than the twentieth (20th) day of each and every current month. It is understood and agreed that the Employer will make such deductions and authorizations will be signed by the employees affected, all in accordance with the pertinent provisions of existing law. The Union will furnish to the Employer the necessary authorization forms. The parties acknowledge and agree that the term "authorization" as provided in this Agreement includes authorizations or revocations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union's ADF, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the ADF. The Employer shall accept such electronic records from the Union as valid written authorizations for, or revocations of, deduction and remittance.

Employers who are currently accepting such electronic records as valid authorizations or revocations for deduction and remittance shall continue to do so. The parties recognize that Employers who are not currently accepting electronic records as valid authorizations or revocations may need time and/or training to be able to do so. The Union shall provide any necessary training opportunity to the Employer to facilitate acceptance of electronic records as valid authorizations or revocations for deduction and remittance. Those Employers who are not currently accepting electronic records as valid authorizations or revocations shall commence acceptance no later than nine (9) months from the date an Employer becomes signatory to this Agreement (the "Transition Period"), provided that any reasonably requested training has been provided by the Union. It is understood that the transition to electronic records and electronic signatures may cause some delays. During the Transition Period, Employers who deduct appropriately, but whose transmissions are delayed, shall not be subject to interest or penalties owing to such delays

If the Employer fails to remit to the Union dues or other monies deducted in accordance with this section by the twentieth (20th) day, the Employer shall pay interest on such dues or other monies owed at the rate of one (1) percent per month beginning on the twenty-first (21st) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.

The interest shall not be assessed for an Employer's initial failure to deduct voluntary political contributions until thirty (30) days after the Employer has received written notice from the Union of its failure to deduct.

If a signatory does not revoke his/her authorization at the end of a year following date of authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of authorization, irrevocable for another year, or until the expiration of the next succeeding contract, whichever is earlier.

The Employer shall provide employee information in connection with the transmission of dues, initiation fees, all legal assessments and other deductions required to be transmitted to the Union (collectively, "Deductions"). Deductions from employees' paychecks shall be transmitted to the Union electronically via Automated Clearing House ("ACH") utilizing the 32BJ self-service portal, unless the Union directs, in writing, that Deductions be remitted by means other than electronic transmittals. The Union shall specify reasonable information to be recorded and/or transmitted by the Employer, as necessary and consistent with this Agreement.

Employers who are currently transmitting Deductions by ACH shall continue to do so. The parties recognize that Employers who are not currently transmitting Deductions by ACH may need time and/or training to be able to do so. The Union shall provide any necessary training opportunity to the Employer to facilitate electronic transmissions. Those Employers who are not currently transmitting Deductions by ACH shall commence transmission by ACH no later than nine (9) months from the date an Employer becomes signatory to this Agreement (the "Transition Period"), provided that any reasonably requested training has been provided by the Union. It is understood that the transition to ACH payment may cause some delays in effecting transmission. During the Transition Period, Employers who deduct appropriately, but whose transmissions are

delayed, shall not be subject to interest or penalties owing to such delays.

ARTICLE II - Wages, Hours and Working Conditions; Effective Date

1. The wages, hours, terms and conditions of employment set forth in Article IX of this Agreement are hereby made part hereof.

2. This Agreement shall be effective as of April 21, 2018, except as otherwise provided herein.

3. There shall be no lowering of any standards of working conditions of any employee in the employ of the Employer as a result of this Agreement. All employees enjoying higher wages, higher benefits or better working conditions than provided for herein either pursuant to a prior collective bargaining agreement or otherwise, shall continue to enjoy at least the same.

A change of schedules or duties, so long as required relief and luncheon periods are reasonably spaced, shall not violate this Section provided the employee and the Union shall be given at least one week's advance notice and such change is reasonable. The notice for shift changes i.e., change in work hours or days off, shall be three (3) weeks. However, where as of April 21, 2018, an employee regularly received consecutive days off, the practice shall continue, and if any such employee leaves his/her position for any reason, his/her replacement shall also receive consecutive days off.

ARTICLE III - Management Rights

1. The Union recognizes management's right to direct and control its policies subject to the obligations of this Agreement.

2. Employees will cooperate with management within the obligations of this Agreement to facilitate efficient building operations.

3. Employees shall not be discharged by the Employer except for justifiable cause. If any employee is unjustly discharged, the employee shall be reinstated to his/her former position without loss of seniority or rank and without salary reduction. The Arbitrator may determine whether, and to what extent, the employee shall be compensated by the Employer for time lost.

4. Any employee who is discharged shall be furnished a written statement of reason(s) for such discharge no later than five (5) days after the date of discharge. In appropriate circumstances, the Employer may supplement and/or amend its written statement of the reason(s) for discharge within a reasonable time. Such amended statement shall be substituted for the initial statement without prejudice to the Employer, including in an arbitration.

ARTICLE IV - No Strikes or Lockouts

1. There shall be no work stoppage, strike, lockout or picketing, except as provided in Sections 2 and 3 of this Article. If this provision is violated, the matter may be submitted immediately to the Arbitrator.

2. If a judgment or Arbitrator's award against any Employer is not complied with within ten (10) days after such award is sent by registered or certified mail to the Employer, at its last known address, the Union may order a stoppage of work, strike or picketing in the building involved, to enforce the award or judgment, and it may also compel payment of lost wages to any employee engaged in such activity. Upon compliance with the award and/or judgment and payment of lost wages, such activity shall cease.

3. The Union may order a work stoppage, strike or picketing in a building where work previously performed by members of the Union or within its jurisdiction is being performed by persons outside of the bargaining unit anywhere in the building, provided that seventy-two (72) hours written or telegraphic notice is given to the Employer of the Union's intention to do so.

4. The Union shall not be held liable for any violation of this Article where it appears that it has taken all reasonable steps to avoid and end any such violation.

5. No employee covered by this Agreement shall be required by the Employer to pass lawful picket lines established by any local of Service Employees International Union in an authorized strike.

ARTICLE V – Grievance and Arbitration

1. A grievance shall first be taken up directly between the Employer and the Union. Grievances shall be resolved, if possible, within seventy-two (72) hours after they are initiated, and if not so resolved, shall be promptly submitted to the Office of the Contract Arbitrator. Counsel of the Union and the Employer may be present at any Grievance Procedure meeting.

Any dispute or grievance between the Employer and the Union which cannot be settled directly by them shall be submitted to the Office of the Contract Arbitrator, including issues initiated by the Trustees pursuant to General Clause 40. The Office of the Contract Arbitrator shall initially schedule a hearing within two (2) to fifteen (15) days after either party has served written notice upon the Office of the Contract Arbitrator with copy to the other party of any issue to be submitted. The oath-taking, and the period, and the requirements for service of notice in the form prescribed by statute are hereby waived.

2. Any grievance, except as otherwise provided herein and except a grievance involving basic wage violations including Pension, Health, Training, Legal and SRSP Fund contributions as set forth in General Clause 40, shall be presented to the Employer in writing within one hundred and twenty (120) days of its occurrence, except for grievances involving suspension without pay or discharge which shall be presented within forty-five (45) days, unless the Employer agrees to an extension. The Arbitrator shall have the authority to extend the above time limitations for good cause shown.

Where a failure to compensate overtime work can be unequivocally demonstrated through employer payroll records, the Union may grieve the failure to compensate such overtime work for the three year period prior to the filing of the grievance.

A Contract Arbitrator shall have the power to decide all differences arising between the parties to this Agreement as to interpretation, application or performance of any part of this Agreement, and such other issues as are expressly required to be arbitrated before the Arbitrator, including such issues as may be initiated by the Trustees of the Funds. Nothing in this Agreement shall preclude deferral where the National Labor Relations Act ("NLRA") provides for deferral.

3. A written award shall be made by the Arbitrator within thirty (30) days after the hearing closes. If any award is not timely rendered, either the Union or the Employer may demand in writing of him that the award must be made within ten (10) days, except in arbitrations involving a superintendent where the Arbitrator shall have ten (10) days to issue an award. If no decision is rendered within that time, either the Union or the Employer may notify the Arbitrator of the termination of his/her office as to all issues submitted to the Arbitrator in that proceeding. By mutual consent of the Union and the Employer the time of both the hearing and decision may be extended in a particular case. If a party, after due written notice, defaults in appearing before the Arbitrator, an award may be rendered upon the testimony of the other party.

4. Due written notice means mailing, faxing, or hand delivery to the address specified in this Agreement or in an assumption.

Upon the joint request of all parties, the Arbitrator shall issue a "bench decision," with written award to follow within the required time period.

No more than one adjournment shall be granted by the Arbitrator without consent of the opposing party.

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.

Arbitration expenses shall be borne equally by the parties unless otherwise specified herein.

In the event that the Union appears at 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.

Grievants attending grievances and arbitrations shall be paid their regularly scheduled hours during such attendance.

If the Union requires an employee of the building to be a witness at the hearing and the Employer adjourns the hearing, the employee witness shall be paid by the Employer for his/her regularly scheduled hours during attendance at such hearing. This provision shall be limited to one employee witness.

5. The procedure herein with respect to matters over which a Contract Arbitrator has jurisdiction shall be the sole and exclusive method for the determination of all such issues, and the Arbitrator shall have the power to award appropriate remedies, the award being final and binding upon the parties and the employee(s) or Employer(s) involved. Nothing herein shall be construed to forbid either party from resorting to court for relief from or to enforce rights under, any award.

There are presently agreements between the Union and the RAB, designating the Office of the Contract Arbitrator, as the contract arbitrator for all disputes. It is agreed by the parties hereto that the arbitrators serving in such office shall also serve as contract arbitrators under this Agreement. The arbitrators currently are: John Anner, Stuart Bauchner, Noel Berman, Melissa Biren, Dean Burrell, Howard C. Edelman, Deborah Gaines, Gary Kendellen, Randi Lowitt, Earl Pfeffer, David Reilly, and William Schecter. Any additional arbitrators designated to serve in the Office of the Contract Arbitrator by the Union and the RAB shall be deemed added to the list of Contract Arbitrators for this Agreement.

In the event that one or more of the contract arbitrators is terminated at the request of the Union, pursuant to the agreement between the Union and the RAB, such arbitrator(s) shall be automatically deleted as contract arbitrator under this Agreement. In the event that one or more of the contract arbitrators is terminated from the Contract Arbitrator's office at the request of the RAB, the Employer may, upon thirty (30) days written notice to the Union, terminate the services of any such Arbitrator(s).

6. 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 any action necessary to secure such award including but not limited to suits at law. Should either party bring such suit it shall be entitled, if it succeeds, to receive from the other party all expenses for counsel fees and court costs. In any proceeding to confirm an award, service may be made by registered or certified mail within or without the State of New York as the case maybe.

ARTICLE VI - Sale or Transfer of Building

1. (a) In case of any sale, lease, transfer or assignment of control, occupancy or operation of the premises (hereinafter referred to as "transfer") the Employer shall give the Union two (2) weeks' written notice prior to the effective date thereof; the Employer, be it seller, lessor, transferor, assignor or otherwise, shall, as a condition of the transfer require the transferee to agree in writing to adopt this Agreement and offer employment to all employees of the Employer. Without in any way limiting the other rights and remedies of the Union, anyone failing to adhere to the foregoing provisions shall pay, in addition to such further damages as may be found by the Arbitrator, six (6) months' pay for the benefit of the employees as liquidated damages to them.

(b) In the event of a transfer of the building at any time during which subcontract exists for work covered by this Agreement, the transferor shall require the transferee, as a condition of the transfer, to adopt the provisions of this Agreement with respect to the subcontracted work and become bound by the provisions of Articles I and VII of this Agreement. In the event that any transferee during the period of subcontracting shall fail to become a party to this agreement as

aforesaid, the Union, in addition to the other remedies provided herein, upon three (3) days oral or written notice to the Employer, may cancel Article IV of this Agreement, and then engage in any work stoppage, strike or picketing, without thereby causing a termination of any other provisions of this Agreement, until an agreement is concluded.

(c) Upon the expiration date of this Agreement as set forth in Article VIII, Section 1, this Agreement shall thereafter continue in full force and effect for an extended period until a successor agreement shall have been executed. During the .extended period, all terms and conditions hereof shall be in effect including subject to the provisions of this paragraph, the provisions of this Article VI, Section I (a), (b), and (c). During the extended period, the Employer shall negotiate for a successor agreement retroactive to the expiration date, and all benefits and improvements in such successor agreement shall be so retroactive, if such agreement shall so provide. In the event the parties are unable to agree upon terms of a successor agreement, the Union, upon three (3) days oral or written notice to the Employer, may cancel Article IV of this Agreement, and then engage in any work stoppage, strike or picketing, without thereby causing a termination of any other provisions of this Agreement, until the successor agreement is concluded.

In the event of a transfer during the extended period, the Employer shall comply with Article VI, Section I (a), (b), and (c) of this Agreement and subject to provisions of this Article negotiations shall continue with the transferee Employer; in the event the transferee shall not agree to make benefits or improvements retroactive to the expiration date hereof as set forth in Article VIII, Section I, then, whether or not adjustments have been made therefor at the closing, the Employer shall pay the value or amount of all improvements in benefits, wages and working conditions from the expiration date to the date of closing, in the amount agreed to by such transferee Employer.

2. Nothing herein contained shall be deemed to limit or diminish in any way the Union's right to enforce this agreement against any transferee pursuant to applicable law concerning rules of successorship or otherwise; nor limit or diminish in any way the Union's or any employee's right to institute proceedings pursuant to the provisions of State or Federal labor relations laws, or any statutes, rules or regulations which may be applicable.

3. Any transferee who has failed to adopt this Agreement pursuant to the provisions of Section I of this Article VI by reason of such transferee's lack of knowledge of the requirements thereof may within twenty (20) days after the date of transfer adopt this Agreement provided that, prior to the date of such adoption, there has been no layoff or reduction in force, and that such adoption is retroactive to the date of transfer of title or control.

4. Where a building is acquired by a public authority of any nature through condemnation, purchase or otherwise, the last owner shall guarantee the payment of termination pay and of accrued vacations due to the employees up to the date of transfer of title. The Union will, however, seek to have such authority assume the obligations for payments. If unsuccessful and the last owner becomes liable for such payment, the amounts thereof shall be liens upon any condemnation award or on any amount received by such last owner.

5. This Agreement shall be binding and inure to the benefit of all successors, transferees or assignees of the parties.

ARTICLE VII - Subcontracting

1. The Employer shall not make any agreement or arrangement for the performance of work and/or for the categories of work heretofore performed by employees covered by this Agreement except within the provisions and limitations set forth below.

2. The Employer or contractor shall give advance written notice to the Union at least three (3) weeks prior to the effective date of its contracting for services, or changing contractors, indicating name and address of the contractor. The contractor, within three (3) business days of notice of its cancellation, shall so notify the Union in writing.

3. The Employer shall require the contractor to retain all bargaining unit employees working at the location at the time the contract was awarded and to maintain the existing wage and benefit structure.

The Employer agrees that employees then engaged in the work which is contracted out shall become employees of the initial contractor or any successor contractor, and agrees to employ or re-employ the employees working for the contractor when the contract is terminated or cancelled. This provision shall not be construed to prevent termination of any employee's employment under other provisions of this Agreement relating to illness, retirement, resignation, discharge for cause, or layoff by reason of reduction of force; however, a contractor may not reduce force or change the work schedule without first obtaining written consent from the Union.

With respect to all jobs contracted for by the Employer where members of the Union were employed when the contract was acquired, it is agreed that the Employer shall retain at least the same number of employees, the same employees, under the same work schedule, and assignments including starting and quitting times of each employee.

The Employer shall be liable severally and jointly with the contractor, for any and all damages sustained by the employees including any unpaid Health, Pension, Training, Legal, and SRSP Funds contributions.

4. This Article and Article VI are intended to be work preservation provisions for the employees employed in a particular building and to, categories of employees to the extent that such categories of employees are "fairly claimable" by the Union within existing National Labor Relations Board case law, In the event that the application of this Article or Article VI, or any part thereof, is held to be in violation of law, then this Article or Article VI, or any part thereof, shall remain applicable to the extent permitted by law.

ARTICLE VIII - Terms of Agreement and Reopenings

1. This Agreement shall expire at the conclusion of April 20, 2022..

2. There is presently an agreement between the Union and the RAB in the 2018 RAB Apartment Building Agreement which provides that the parties thereto may be required to negotiate additional contributions to the Health, Pension, Training and Legal Funds. The parties hereto agree that any awards, decisions or agreements between the Union and the RAB concerning such increased contributions to the Funds shall be applicable to and binding upon the parties hereto and that the Employer shall pay to the Funds provided under Article X, Section 40 of this Agreement, the same payment increases as may be required of Employers generally as a result thereof, and upon the same effective dates required thereunder.

ARTICLE IX - Building Classifications; Wages and Hours

A. Building Classifications

1.
 - (a) Class A buildings are buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$4,000 a room;
 - (b) Class B buildings are buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$2,000 a room, and not over \$4,000 a room;
 - (c) Class C buildings are buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of \$2,000 or less a room;
 - (d) All non-publicly financed buildings now or in the future, owned cooperatively or in condominium shall be classified Class A and wages shall be increased accordingly.

2. In classifying buildings completed and opened for occupancy after levying of the 1935 assessment, the first year of assessment shall control. Where a building is newly erected or remodeled and open for occupancy after April 21, 1976, and where its proper classification as finally determined indicates that the employees had been paid wages lower than required under said classification, employees shall be paid retroactively all amounts they would have received under proper classification.

3. In calculating the number of rooms, a room shall be considered to be a rentable room enclosed by four walls, with a door and also a window facing a street, court, areaway or airshaft.

4. Bathrooms shall not be counted as rooms except in apartments of three rooms or less, where the bathrooms shall be counted as half-rooms, but this provision shall not cause a revision of existing classifications.

5. Rooms occupied by the superintendent and servants, if above cellar or basement level, shall be included in the total number of rooms.

6. Where stores are on the ground floor, the number of rooms on that floor shall be considered to be the same number, less three, as on a typical floor.

7. When eighty percent (80%) of a building's area and total number of units are changed to commercial and/or professional occupancy, it shall be considered a commercial building no longer covered under this Agreement, but shall be covered under the applicable Commercial Building Agreement.

8. No building service employee may be employed in any building, except within a tenant's apartment, save by the Employer, without the Union's consent.

B. Wages and Hours

1. (a) Effective April 21, 2018, each employee covered hereunder shall receive a weekly wage increase of \$23.00 (\$.575 for each regular straight time hour worked).

Additionally the minimum weekly rate differentials for handypersons, including all employees doing similar or comparable work by whatever title known, shall be increased by two dollars (\$2.00) per week and each such employee shall receive a wage increase in an amount necessary to bring them up to the new contract minima.

Minimum wages for a standard workweek shall then be:

	Regular Hourly Rate	Overtime Hourly Rate	Weekly Wage
Class A			
Handyperson	\$26.80	\$40.20	\$1,072.03
Others	\$24.33	\$36.49	\$ 973.03
Class B			
Handyperson	\$26.74	\$40.11	\$1,069.72
Others	\$24.26	\$36.40	\$ 970.72

Class C

Handyperson	\$26.69	\$40.03	\$1,067.41
Others	\$24.21	\$36.32	\$ 968.41

(b) Effective April 21, 2019, each employee covered hereunder shall receive a weekly wage increase of \$23.00 (\$.575 for each regular straight time hour worked).

Additionally the minimum weekly rate differentials for handypersons, including all employees doing similar or comparable work by whatever title known, shall be increased by two dollars (\$2.00) per week and each such employee shall receive a wage increase in an amount necessary to bring them up to the new contract minima.

Minimum wages for a standard workweek shall then be:

	Regular Hourly Rate	Overtime Hourly Rate	Weekly Wage
Class A			
Handyperson	\$27.43	\$41.14	\$1,097.03
Others	\$24.90	\$37.35	\$ 996.03
Class B			
Handyperson	\$27.37	\$41.05	\$1,094.72
Others	\$24.84	\$37.26	\$ 993.72
Class C			
Handyperson	\$27.31	\$40.97	\$1,092.41
Others	\$24.78	\$37.18	\$ 991.41

(c) Effective April 21, 2020, each employee covered hereunder shall receive a weekly wage increase of \$30.00 (\$.75 for each regular straight time hour worked).

Additionally the minimum weekly rate differentials for handypersons, including all employees doing similar or comparable work by whatever title known, shall be increased by two dollars (\$2.00) per week and each such employee shall receive a wage increase in an amount necessary to bring them up to the new contract minima.

Minimum wages for a standard workweek shall then be:

	Regular Hourly Rate	Overtime Hourly Rate	Weekly Wage
Class A			
Handyperson	\$28.23	\$42.34	\$1,129.03
Others	\$25.65	\$38.48	\$1,026.03

Class B			
Handyperson	\$28.17	\$42.25	\$1,126.72
Others	\$25.59	\$38.39	\$1,023.72

Class C			
Handyperson	\$28.11	\$42.17	\$1,124.41
Others	\$25.54	\$38.30	\$1,021.41

(d) Effective April 21, 2021, each employee covered hereunder shall receive a weekly wage increase of \$32.00 (\$.80 for each regular straight time hour worked).

Additionally the minimum weekly rate differentials for handypersons, including all employees doing similar or comparable work by whatever title known, shall be increased by two dollars (\$2.00) per week and each such employee shall receive a wage increase in an amount necessary to bring them up to the new contract minima.

Minimum wages for a standard workweek shall then be:

	Regular Hourly Rate	Overtime Hourly Rate	Weekly Wage
Class A			
Handyperson	\$29.08	\$43.61	\$1,163.03
Others	\$26.45	\$39.68	\$1,058.03
Class B			
Handyperson	\$29.02	\$43.53	\$1,160.72
Others	\$26.39	\$39.59	\$1,055.72
Class C			
Handyperson	\$28.96	\$43.44	\$1,158.41
Others	\$26.34	\$39.50	\$1,053.41

(e) Effective April 21, 2019, in the event that the percentage increase in the cost of living [Consumer Price Index for the City of New York – Metropolitan (New York-New Jersey) Urban Wage Earners and Clerical Workers] from February 2018 to February 2019 exceeds 6.5%, then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6.5% shall be granted effective for the first full work week commencing after April 21, 2019. In no event shall said increase pursuant to this provision exceed \$.20 per hour. In computing increases in the cost of living above 6.5% less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minimum.

(f) Effective April 21, 2020, in the event that the percentage increase in the cost of living [Consumer Price Index for the City of New York – Metropolitan (New York-New Jersey)

Urban Wage Earners and Clerical Workers] from February 2019 to February 2020 exceeds 6.5%, then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6.5% shall be granted effective for the first full work week commencing after April 21, 2020. In no event shall said increase pursuant to this provision exceed \$.20 per hour. In computing increases in the cost of living above 6.5% less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minimum.

(g) Effective April 21, 2021, in the event that the percentage increase in the cost of living [Consumer Price Index for the City of New York – Metropolitan (New York-New Jersey) Urban Wage Earners and Clerical Workers] from February 2020 to February 2021 exceeds 6.5%, then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6.5% shall be granted effective for the first full work week commencing after April 21, 2021. In no event shall said increase pursuant to this provision exceed \$.20 per hour. In computing increases in the cost of living above 6.5% less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minimum.

(h) Minimum wage rates shall be increased accordingly to reflect the above increases in each category of work.

2. (a) The standard workweek shall consist of five (5) days of eight (8) hours each but the two days off in such standard workweek need not be consecutive, except as provided in Article II, Section 3, hereof.

Overtime at the rate of time and one-half the regular straight-time hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or of forty (40) hours per week, whichever is greater. There shall be no split shifts. A paid holiday shall be considered as a day worked for the purpose of computing overtime pay. The straight-time hourly rate shall be computed by dividing the weekly wage by the number of hours in the standard workweek.

(b) Luncheon recess shall not be less than forty-five (45) minutes or more than one (1) hour and no employee shall be required to take time off in any work day in excess of one hour for lunch recess without having such time charged against the Employer as working time.

(c) Every employee shall be entitled to two (2) days off in each workweek. Any work performed on such days shall be considered overtime and paid for at time and one-half.

(d) No regular full-time employee shall have his/her regular working hours as set forth above reduced below the standard workweek in order to effect a corresponding reduction in pay. No replacement employee may be hired for less hours than the employee s/he is replacing.

3. Except for required relief periods and luncheon recess, hours of work in each day shall be continuous and no employee shall be required to take a relief period of time off in any day in excess of the required relief periods and said luncheon recess, without having said excess relief period or time off charged as working time.

4. Any employee called in to work by the Employer for any time not consecutive with his/her regular schedule shall be paid for at least four (4) hours of overtime.

5. Any employee who spends one full week or more performing work in a higher paying category shall receive the higher rate of pay for such service.

6. Employees required to work overtime shall be paid at least one hour at the overtime rate, except for employees working overtime due to absenteeism or lateness.

7. Any employee who has worked eight (8) hours in one day and is required to work at least four (4) hours of overtime in that day, shall be given a \$15.00 meal allowance.

8. No overtime shall be given for disciplinary purposes. An Employer shall not require an employee to work an excessive amount of overtime.

9. The Employer agrees to use its best efforts to provide a minimum of sixteen (16) hours off between shifts for employees.

ARTICLE X - General Clauses

1. **DIFFERENTIALS.** Existing wage differentials among classes of workers within a building shall be maintained. It is recognized that differentials other than those herein required may arise or exist because of wages above the minimum required by this Agreement. No change in such differentials shall be considered a violation of this Agreement unless it appears that it results from an attempt to break down the wage structure for the building. Where an obvious inequity exists because of an employee's regular application of specialized abilities in his/her work, the amount or correctness of the differential may be determined by arbitration.

Notwithstanding the above, it is understood that licensed engineers covered under this Agreement shall receive the same wages and benefits as paid to engineers under the Realty Advisory Board Agreement covering licensed engineers in New York City except the pension, health, legal and training fund contributions shall continue to be paid under the terms of this Agreement.

2. **PYRAMIDING.** There shall be no pyramiding of overtime pay, sick pay, holiday pay or any other premium pay. If more than one of the aforesaid are applicable, compensation shall be computed on the basis of the greatest amount.

3. **HOLIDAYS.** The following are the recognized contract holidays:

HOLIDAY	2018	2019	2020	2021	2022
New Year's Day		Jan. 1 Tuesday	Jan. 1 Wednesday	Jan. 1 Friday	Jan. 1 Saturday

Martin Luther King Day		Jan. 21 Monday	Jan. 20 Monday	Jan. 18 Monday	Jan. 17 Monday
Presidents' Day		Feb. 18 Monday	Feb. 17 Monday	Feb. 15 Monday	Feb. 21 Monday
Memorial Day	May 28 Monday	May 27 Monday	May 25 Monday	May 31 Monday	
Independence Day	July 4 Wednesday	July 4 Thursday	July 4 Saturday	July 4 Sunday	
Labor Day	Sept. 3 Monday	Sept. 2 Monday	Sept. 7 Monday	Sept. 6 Monday	
Columbus Day	Oct. 8 Monday	Oct. 14 Monday	Oct. 12 Monday	Oct. 11 Monday	
Election Day	Nov. 6 Tuesday	Nov. 5 Tuesday	Nov. 3 Tuesday	Nov. 2 Tuesday	
Thanksgiving Day	Nov. 22 Thursday	Nov. 28 Thursday	Nov. 26 Thursday	Nov. 25 Thursday	
Christmas Day	Dec. 25 Tuesday	Dec. 25 Wednesday	Dec. 25 Friday	Dec. 25 Saturday	

Elective Holiday: Select one of the following or a personal day at the option of the employee.

HOLIDAY	2018	2019	2020	2021	2022
Lincoln's Birthday		Feb. 12 Tuesday	Feb. 12 Wednesday	Feb. 12 Friday	Feb. 12 Saturday
Good Friday		Apr. 19 Friday	Apr. 10 Friday	Apr. 2 Friday	Apr. 15 Friday
Eid al-Fitr	June 15 Friday	June 5 Wednesday	May 24 Sunday	May 13 Thursday	
September 11	Sept. 11 Tuesday	Sept. 11 Wednesday	Sept. 11 Friday	Sept. 11 Saturday	

Yom Kippur	Sept. 19 Wednesday	Oct. 9 Wednesday	Sept. 28 Monday	Sept. 16 Thursday
Veterans Day	Nov. 11 Sunday	Nov. 11 Monday	Nov. 11 Wednesday	Nov. 11 Thursday

In the event the employee selects a personal day in accordance with the above schedule it shall be granted according to the following provision:

Employees entitled to a personal day may select such day off on five (5) days' notice to the Employer provided such selection does not result in a reduction of employees in the building below 75% of the normal work staff. Such selection shall be made in accordance with seniority.

The Employer shall post a holiday schedule on the bulletin board and it shall remain posted throughout the year.

Employees shall receive their straight-time pay for said holidays and in addition thereto all work required to be performed on any of said holidays shall be paid for at time and one-half as such. Any employee required to work on a holiday shall receive at least eight (8) hours pay for such work at the holiday rate of pay (in addition to the eight (8) hours pay s/he receives for such holiday as such) even though s/he is not required to work eight (8) hours. All hours worked over eight (8) hours on such a holiday shall be paid for at two and one-half times his/her regular rate of pay.

Any regular full-time employee ill in any payroll week in which a holiday falls shall receive holiday pay or one day off if the employee worked at least one day during said payroll week.

Any regular full-time employee whose regular day off, or one of whose regular days off falls on a holiday, shall receive an additional day's pay, or at the option of the Employer, shall receive an extra day off within ten (10) days immediately before or after the holiday. If the employee receives the extra day off before the holiday and his/her employment is terminated for any reason, the employee need not compensate the Employer for that day.

4. PERSONAL DAY. All employees shall receive a personal day in each contract year. This personal day is in addition to the holidays listed in Section 3 above. The personal day shall be scheduled in accordance with the following provision:

Employees may select such day off on five (5) days' notice to the Employer provided such selection does not result in a reduction of employees in the building below 75% of the normal work staff. Such selection shall be made in accordance with seniority.

5. VOTING TIME. Election Day is a recognized holiday and any employee required to work on Election Day, and who gives legal notice, shall be allowed two (2) hours off, such hours to be designated by the Employer, while the polls are open. Said two (2) hours shall be included

in the eight (8) hour day for which such employee receives his/her regular straight time idle pay, but shall not be considered hours actually worked for the purpose of premium pay.

6. SCHEDULES. Overtime, Sunday and holiday work shall be evenly distributed so far as is compatible with efficient building operation, except where Sunday is a regular part of the workweek.

7. RELIEF EMPLOYEES. Relief or part-time employees shall be paid the same hourly rate as full-time employees in the same occupational classification.

8. METHOD OF PAYMENT OF WAGES. All wages, including overtime, shall be paid weekly in cash or by check with an itemized statement of payroll deductions. If a regular pay day falls on a holiday, employees shall be paid on the preceding day.

Employees paid by check who work during regular banking hours shall be given reasonable time to cash their checks exclusive of their break and lunch period. The Employer shall make suitable arrangements at a convenient bank for such check cashing.

In the event an Employer's check to an employee for wages is returned due to insufficient funds on a bona fide basis twice within a year's period, the Employer shall be required to pay all employees by cash or certified check.

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 a paycheck card may be utilized. The Union shall be notified by the Employer of this arrangement.

9. LEAVE OF ABSENCE AND PREGNANCY LEAVE.

(a) Once during the term of this Agreement, upon written application to the Employer and the Union, a regular employee who has been employed in the building for five (5) years or more shall be granted a leave of absence for illness or injury not to exceed six (6) months.

The leaves of absence outlined above are subject to an extension not exceeding six (6) months in the case of a bona fide inability to work whether or not covered by the New York State Workers' Compensation Law or New York State Disability Benefits Law. When such employee is physically and mentally able to resume work, that employee shall on one (1) week's prior notice to the Employer be then reemployed with no seniority loss.

In cases involving on-the-job injuries, employees who are on medical leave for more than one year may be entitled to return to the jobs if there is good cause shown.

Employees with less than five (5) years but at least two (2) years shall also be granted a leave of absence for a period not to exceed one hundred twenty (120) days.

In buildings where there are more than four (4) employees, an employee shall be entitled to a four (4) week leave of absence without pay for paternity/maternity leave. The leave must be taken immediately following the birth or adoption of the child.

In cases of pregnancy, it shall be treated as any other disability suffered by an employee in accordance with applicable law.

All leaves of absence described above shall run concurrently with applicable Family Medical Leave Act (FMLA) leave, applicable N.Y.S. Paid Family Leave, and/or other applicable State or City law leave requirements.

(b) Once in every five (5) years, upon six (6) weeks written application to the Employer, a regular employee who has been employed at the building for five (5) years or more shall be granted a leave of absence for personal reasons not to exceed four (4) months. Upon the employee's return to work s/he shall be reemployed with no loss of seniority.

Any time limitation with regard to the six (6) weeks written application shall be waived in cases where an emergency leave of absence is required.

Any employee requesting a personal leave of absence shall be covered for health benefits during the period of the leave provided the employee requests health coverage while on leave of absence and pays the Employer in advance for the cost of same.

Any employee on leave due to workers' compensation or disability shall continue to be covered for health benefits without the necessity of payment by the Employer in accordance with General Clause 40, Paragraph A, Subparagraph 1.

Employers shall provide family leave in accordance with the coverage and requirements of the N.Y.S. Paid Family Leave Law. Any Employer who is required by law to comply with the provisions of the Family and Medical Leave Act (FMLA) shall comply with the requirements of said act.

10. VACATIONS and VACATION RELIEF EMPLOYEES. (a) Every employee employed with substantial continuity in any building or by the same Employer shall receive each year a vacation with pay as follows:

Employees who have worked 6 months	3 working days
Employees who have worked 1 year	2 weeks
Employees who have worked 5 years	3 weeks
Employees who have worked 15 years	4 weeks
Employees who have worked 21 years	21 working days
Employees who have worked 22 years	22 working days
Employees who have worked 23 years	23 working days
Employees who have worked 24 years	24 working days
Employees who have worked 25 years	5 weeks

Length of employment for vacation shall be based upon the amount of vacation that an employee would be entitled to on September 15th of the year in which the vacation is given, subject to negotiation and arbitration where the result is unreasonable.

Part-time employees regularly employed shall receive proportionate vacation allowances based on the average number of hours per week they are employed.

Firemen who have worked substantially one (1) firing season in the same building or by the same Employer, when laid off, shall be paid at least three (3) days' wages in lieu of vacation.

Firemen who have been employed more than one (1) firing season in the same building or by the same Employer shall be considered as full-time employees in computing vacations.

Regular days off and holidays falling during the vacation period shall not be counted as vacation days. If a holiday falls during the employee's vacation period, s/he shall receive an additional day's pay therefore, or at the Employer's option, an extra day off within ten (10) days immediately preceding or succeeding his/her vacation.

Vacation wages shall be paid prior to the vacation period unless otherwise requested by the employee, who is entitled to actual vacation time and cannot instead be required to accept money.

Any Employer who fails to pay vacation pay in accordance with this provision where the vacation has been regularly scheduled shall pay an additional two (2) days pay for each vacation week due at that time.

Employee's regularly working overtime shall not suffer any reduction in wages while being paid or scheduled for vacation time.

When compatible with proper building operation, choice of vacation periods shall be according to seniority, and confined to the period beginning May 1st and ending September 15th of each year. These dates may be changed, and the third vacation week taken at a separate time by mutual consent of the Employer and employee.

The fourth and fifth week of vacation may, at the Employer's option, be scheduled upon two (2) weeks' notice to the employee, for a week or two weeks (which may not be split) other than the period when s/he takes the rest of his/her vacation.

Any employee, leaving his/her job for any reason, shall be entitled to a vacation accrual allowance, computed on the employee's length of service as provided in the vacation schedule based on the elapsed period from the previous September 16th (or from the date of his/her employment if later employed) to the date of his/her leaving. Any employee who has received a vacation during the previous vacation period (May 1st through September 15th) and who leaves his/her job during the next vacation period shall be entitled to full vacation accrual allowances instead of on the basis of the elapsed time period from the previous September 16th.

No employee leaving his/her job of his/her own accord shall be entitled to accrued vacation pay unless s/he gives five (5) working days' termination notice. Any employee who has received no vacation and has worked at least six (6) months before leaving his/her job shall be entitled to vacation accrual allowance equal to the vacation allowances provided above.

The Employer shall be responsible for payment of vacation pay required under this Agreement regardless of vacation credits which may have accrued prior to the Employer taking over the building. 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.

(b) A person hired solely for the purpose of relieving employees for vacation shall be paid 60% of the minimum applicable regular hourly wage rate. Should a vacation relief employee continue to be employed beyond five (5) months, such employee shall be paid the wage rate of a new hire or experienced person, as the case may be. If a vacation replacement is hired for a permanent position immediately after working as a vacation replacement, such employee shall be credited with time worked as a vacation replacement toward completion of the 30-month period required to achieve the full rate of pay under the "New Hires" provision.

In the event that the Arbitrator finds that an Employer is using this rate as a subterfuge, such Arbitrator may, among other remedies, award full pay from the date of employment at the applicable hiring rate.

No contribution to any Benefit Funds shall be made for a vacation relief person. Vacation relief persons are not eligible for 32BJ Benefit Funds coverage.

11. DAY OF REST. Each employee shall receive at least one (1) day of rest every seven (7) days.

12. UNIFORMS AND OTHER APPAREL. Uniforms and work clothes, where they have been required by the Employer or where necessary on the job, shall be supplied and maintained by the Employer. All uniforms shall be appropriate for the season. Where the Employer does not require uniforms, the employees shall be free to wear suitable clothing of their choice.

Employees doing outside work shall be furnished adequate wearing apparel for the purpose.

In buildings of 500,000 square feet or more, the Employer shall be required to furnish uniforms and work clothes.

13. FIRST AID KIT. An adequate and complete first aid kit shall be supplied and maintained by the Employer in a place readily available to all employees.

14. FIRE AND FLOOD. Employees shall be reimbursed for loss of personal property caused by fire or flood in the building.

15. EYEGLASSES AND UNION INSIGNIA. Employees may wear eyeglasses and the Union insignia while on duty.

16. BULLETIN BOARD. A bulletin board shall be furnished by the Employer exclusively for Union announcements and notices of meetings.

17. SANITARY ARRANGEMENTS. Adequate sanitary arrangements shall be maintained in every building and, individual locker and key thereto and rest room key, where rest room is provided, and soap, towels and washing facilities shall be furnished by the Employer for all employees. The rest room and locker room shall be for the sole use of employees servicing and maintaining the building.

18. REPLACEMENTS, PROMOTIONS, VACANCIES, TRIAL PERIOD, SENIORITY and NEWLY HIRED EMPLOYEES.

(a) In filling vacancies or newly created positions in the bargaining unit, preference shall be given to those employees already employed in the building, based upon the employee's seniority, but training, ability, efficiency, appearance and personality for a particular job, shall also be considered.

All vacancies and newly created positions shall be subject to a posting the respective building for a period of seven (7) calendar days so that bargaining unit employees can express an interest in filling the position. In buildings where the Employer employs fifteen (15) or more employees, if the filling of the initially posted vacancy or newly created position causes another vacancy, that vacancy shall be subject to a posting in the building. Any subsequent vacancy caused by the filling of a posted position shall not be required to be posted before being filled.

If a present employee cannot fill the job vacancy, the Employer must fill the vacancy in accordance with the other terms of this collective bargaining agreement.

There shall be a trial period for all newly hired employees for sixty (60) days except as provided for Superintendents in Article X, Section 48.

Anyone employed as a vacation replacement, extra or a contingent with substantial regularity for a period of four (4) months or more shall receive preference in steady employment, other considerations being equal.

In case of layoffs due to reduction of force, departmental seniority shall be followed, except as provided in Article X, paragraph 20(c) below, with due consideration for the efficiency and special needs of the department.

In filling vacancies or newly created positions the wages shall be those prevailing and in force in the building for similar work, excluding extra pay attributable to years of service or special consideration beyond the requirements of the job which the replacement is not qualified to meet. If there is no similar work in the building the new employee shall receive a fair starting wage.

The seniority date for all positions under the Agreement shall be the date the employee commenced working in the building for the agent and/or owner regardless of whether there is a collective bargaining agreement and regardless of the type of work performed by the employee.

(b) A New Hire employed in the “Other” category shall be paid a starting rate of seventy-five percent (75%) of the applicable minimum regular hourly wage rate for the first twenty-one (21) months of employment. Such employees shall be paid eighty-five percent (85%) of the applicable minimum regular hourly wage rate for the twenty-second (22nd) through forty-second (42nd) month of employment. Upon completion of forty-two (42) months of employment, such employees shall be paid the full minimum wage rate. A New Hire employed as a “Superintendent” in a building with five (5) or fewer employees also may be paid the above new hire wage rate progression. For purposes of this provision, twenty-one (21) months of employment and forty-two (42) months of employment shall include each month (counting portions of a month in excess of fifteen (15) days as a full month but excluding employment as a vacation relief unless such vacation relief work immediately precedes permanent hire as noted in 10(b) above) that a New Hire worked in the Industry during the twenty-four (24) months immediately preceding the date of hire by the current Employer.

The above provision shall not apply to any experienced employee (“Experienced Employee”). Any employee who was employed in the Industry as of April 20, 2010 shall be considered an “Experienced Employee.”

There shall be no Employer contributions to the Building Service Pension Fund on behalf of any New Hire employed in the category of “Other” during the first year of employment. Employer contributions for employees described above shall be required commencing on the first day of the month following the employee’s completion of twelve (12) calendar months of employment with the Employer, less the number of calendar months (counting portions of a month in excess of fifteen (15) days as a full month) worked in the Industry during the preceding two (2) years (excluding employment as a vacation relief unless such vacation relief work immediately precedes permanent hire as noted in 10(b) above).

There shall be no Employer contributions to the Supplemental Retirement Savings Fund on behalf of any New Hire employed in the category of “Other” during the first two (2) years of employment. Employer contributions for employees described above shall be required commencing on the first day of the month following the employee’s completion of twenty-four (24) calendar months of employment with the Employer, less the number of calendar months (counting portions of a month in excess of fifteen (15) days as a full month) worked in the Industry during the preceding two (2) years (excluding employment as a vacation relief unless such vacation relief work immediately precedes permanent hire as noted in 10(b) above).

Contributions to the Building Service Pension Fund and Supplement Retirement and Savings Fund shall commence after three (3) months of employment for employees hired in job categories other than “Other” and Experienced Employees (those employed in the Industry as of April 20, 2010).

No experienced employee may be terminated or denied employment for the purpose of discrimination on the basis of his/her compensation and/or benefits. The Union may grieve such discrimination in accordance with the grievance and arbitration provisions of the Agreement (Article V). If the arbitrator determines an Experienced Employee has been terminated or denied employment because of such discrimination, the arbitrator shall:

(1) In case of termination - reinstate the Experienced Employee with full back pay and all benefits retroactive to the date of the experienced employee's discharge.

(2) In case of failure to hire - If the Arbitrator determines that an Experienced Employee was not given preference for employment absent good cause, he or she shall direct the Employer to hire the Experienced Employee with full back pay and benefits retroactive to date of denial of hire.

19. REDUCING FORCE, RECALL, JOB VACANCY AND AGENCY FEE

(a) If the Employer contemplates reducing force, it is required to give the employee(s) and the Union four (4) weeks' advance written notice of layoff or discharge; provided, however, that where an employee occupies living space in the building, the Employer shall give the employee thirty (30) days' written notice. The Employer must receive written consent from the Union before any reduction in force is put into effect.

(b) Any employee who has been employed for one (1) year or more with the same agent, owner, Employer or contractor, or in the same building, and who is laid off, shall have the right of recall, provided that the period of lay-off of such employee does not exceed six (6) months. Recall shall be in order of laid off employee's seniority, i.e., the most recently terminated employee shall have the first right of recall.

The Employer shall notify by certified mail, return receipt requested, the last qualified laid off employee at his/her last known address, of any job vacancy and a copy of this notice shall be sent to the Union. The employee shall then be given seven (7) days from the date of mailing of the letter in which to express in person or by registered or certified mail his/her desire to accept the available job. In the event any employee does not accept recall, successive notice shall be sent to qualified employees until the list of qualified employees is exhausted. Upon re-employment, full seniority status less period of lay-off shall be credited to the employee. Any employee who received termination pay and is subsequently rehired shall retain said termination pay and for purpose of future termination pay shall receive the difference between what s/he has received and what s/he is entitled to if subsequently terminated at a future date.

Further, in the event an Employer or agent has a job vacancy in a building where there are no qualified employees on lay-off status, the Employer or agent shall use its best efforts to fill the job vacancy from qualified employees of the Employer or agent who are on lay-off status from other buildings.

(c) Upon the occurrence of any job vacancy not filled by current employees of the Employer, or employees recalled pursuant to other provisions of this Agreement, the Employer

shall notify the Union and the New York State Employment Bureau (NYSEB) two (2) weeks prior to the existence of a vacancy. Such notice shall be confirmed in writing. In the event the Employer does not have two (2) weeks' notice, it shall notify the Union and the NYSEB upon notice of the vacancy. The NYSEB or the Union shall refer qualified applicants to such a vacancy within three (3) working days of the request, or shorter periods in case of emergencies. If the NYSEB or the Union is unable to refer qualified applicants satisfactory to the Employer within three (3) working days, or such shorter period required by an emergency, the Employer shall be free to hire in the open market.

(d) In the event the Union establishes a hiring hall during the life of this Agreement, any procedures established between the RAB and the Union shall apply to the parties hereto. No employee shall be employed through a fee charging agency unless the Employer pays the full fee.

20. TERMINATION PAY. (a) In case of termination of employment because of the employee's (excluding a working Superintendent) physical or mental inability to perform his/her duties, he/she shall receive in addition to accrued vacation, termination pay according to service in the building or with the same owner, whichever is greater as follows:

<u>Employees with:</u>	<u>Termination Pay:</u>
5 but less than 10 years	1 week's wages
10 but less than 12 years	2 weeks' wages
12 but less than 15 years	3 weeks' wages
15 but less than 17 years	6 weeks' wages
17 but less than 20 years	7 weeks' wages
20 but less than 25 years	8 weeks' wages
25 years or more	10 weeks' wages

An employee physically or mentally unable to perform his/her duties may resign and receive the above termination pay if s/he submits a certification of disability from the Social Security Administration.

(b) In case of termination of employment for any reason other than just cause or in accordance with paragraph (a) above, the employee shall receive, in addition to his/her accrued vacation, termination pay according to years of service in the building or with the same owner, whichever is greater, as follows:

<u>Employees with:</u>	<u>Termination Pay:</u>
0-5 years	1 week's wages
5 but less than 10 years	2 weeks' wages
10 but less than 12 years	4 weeks' wages
12 but less than 15 years	5 weeks' wages
15 but less than 17 years	7 weeks' wages
17 but less than 20 years	8 weeks' wages

22 but less than 25 years
25 years or more

10 weeks' wages
11 weeks' wages

(c) The right to accept termination pay and resign where there has been a reduction in force shall be determined by seniority, and notice of an intended layoff shall be posted in the building. If no senior employee wishes to exercise his/her rights under this provision, the least senior employee or employees shall be terminated and shall receive any applicable termination pay.

(d) "Week's pay" in the above paragraph means the regular straight-time weekly pay at the time of termination. If the Employer offers part-time employment to the employee entitled to termination pay, the employee shall be entitled to termination pay for the period of his/her full-time employment, and if s/he accepts such part-time employment, s/he shall be considered a new employee for all purposes. Where an employee was placed on a part-time basis or suffered a pay reduction because of a change in his/her work category prior to May 21, 1967, and did not receive termination pay based upon his/her former pay, "week's pay" shall be determined by agreement, or through grievance and arbitration.

(e) Any employee accepting termination pay who is re-hired in the same building or with the same Employer shall be considered a new employee for all purposes except as provided in the Recall clause.

(f) For the purposes of this section, sale or transfer of a building shall not be considered a termination of employment so long as the employee or employees are hired by the purchaser or transferee, in which case they shall retain their building seniority for all purposes.

21. TOOLS, PERMITS, FINES, & LEGAL ASSISTANCE. All tools, of which the Superintendent shall keep an accurate inventory, shall be supplied by the Employer. The Employer shall continue to maintain and replace any special tools or tools damaged during ordinary performance of work but shall not be obligated to replace "regular" tools if lost or stolen. The Employer shall bear the expense of securing or renewing permits, licenses or certificates for specific equipment located on the Employer's premises, and will pay fines and employees' applicable wages for required time spent for the violation of any codes, ordinances, administrative regulations or statutes, except any resulting from the employees' gross negligence or willful disobedience.

The Employer shall supply legal assistance where required to employees who are served with summons regarding building violations.

22. MILITARY SERVICE. All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

The Employer and the Union will cooperate to achieve the objectives of this provision. They shall also consider the institution of plans to provide training of employees to improve their skills and enter into employment in the industry.

23. NO DISCRIMINATION. There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, marital status, citizenship status in accordance with applicable law, national origin, sex, sexual orientation, union membership, or any characteristic protected by law. Any disputes under this provision shall be subject to the grievance and arbitration procedure (Article V). The Employer shall provide all employees, including supervisors and managers, with training to prevent harassment, discrimination, and retaliation, and eliminate adverse treatment that is the product of bias, whether conscious or unconscious.

24. EMPLOYEES' ROOM AND UTILITIES. Any employee occupying a room or apartment on the Employer's property may be charged a reasonable rental therefore. If such an occupancy is a condition of his/her employment, the premises shall be adequate and properly maintained by the Employer, no rent shall be charged and the Employer shall provide normal gas and electric service and pay business telephone bills.

The value of the apartment and services provided therewith such as gas, electric and business phone shall not be treated as or included for any purpose in the wage, remuneration or other income of such employee to the extent permitted by law.

If the Employer terminates the service of an employee occupying living space in the building s/he shall give him thirty (30) days' written notice, except where there is a discharge for a serious breach of the employment contract.

The Employer's notice to the employee to vacate his/her apartment shall be considered held in abeyance and the effective date thereof considered postponed, if necessary, until the matter is adjusted or determined through grievance or arbitration.

25. DEFINITIONS. A "handyperson" differs from an elevator operator, porter, hall person, etc., because by training and experience, he or she possesses a certain amount of mechanical or technical skill and devotes more than fifty (50) percent of working time in a building to work involving such skill.

A "guard" is an employee whose function is to enforce rules to protect the property of the Employer or to protect the safety of persons on the Employer's premises and whose duties shall not include the work performed under any other classification covered by this Agreement.

"Others" include elevator operators, guards, doorpersons, concierge, porters, porter/watchpersons, watchpersons, security porters, security employees, fire safety directors, exterminators and all other service employees employed in the building under the jurisdiction of the Union except Superintendents and handypersons.

All references to the male gender shall be deemed to include the female gender.

26. REQUIRED TRAINING PROGRAMS. The Employer shall compensate any employee now employed in a building for any time required for the employee to attend any instructions or training program in connection with the securing of any license, permit or certificate

required by the Employer for the performance of duties in the building. Time spent shall be considered as time worked for the purpose of computing overtime pay.

27. GARNISHMENTS. No employee shall be discharged or laid off because of the service of an income execution, unless in accordance with applicable law.

28. DEATH IN THE FAMILY. A regular, full or part-time employee with at least one (1) year of employment in the building shall not be required to work for a maximum of three (3) days immediately following the death of his/her parent, brother, sister, spouse or child, and shall be paid his/her regular, straight-time wages for any such three (3) days on which s/he was regularly scheduled to work or entitled to holiday pay. With respect to grandparents, the Employer shall grant a paid day off on the day of the funeral if such day is a regularly scheduled work day.

29. UNION VISITATION. Any duly authorized representative of the Union shall have access to the buildings or sites where union members are employed to determine whether the terms of this Agreement are being complied with.

30. JURY DUTY. Employees who are required to qualify or serve on juries shall receive the difference between their regular rate of pay and the amount they receive for qualifying or serving on said jury with a maximum of two (2) weeks in any calendar year.

Pending receipt of the jury duty pay, the Employer shall pay the employee his/her regular pay on his/her scheduled pay day. As soon as the employee receives the jury duty pay, s/he shall reimburse the Employer by signing the jury duty paycheck over to the Employer.

Employees who serve on a jury shall not be required to work any shift during such day. If an employee is a weekend employee and assigned to jury duty, s/he shall not be required to work the weekend.

In order to receive jury duty pay the employee must notify the Employer at least two (2) weeks before s/he is scheduled to serve. If less notice is given by the employee, the notice provision regarding change in shift shall not apply.

31. IDENTIFICATION. Employees may be required to carry with them and exhibit proof of employment on the premises.

32. SERVICE CENTER VISIT. Every regular full-time employee who has been employed in the building for one (1) year or more shall be entitled, upon one (1) weeks' notice to his/her Employer, to take one (1) day off in each calendar year at straight time pay to visit the office of any one of the benefit funds for the purpose of conducting business at the benefit office or an employee's personal physician, upon a showing of proof. Such employee shall receive an additional one (1) day off with pay to visit the 32BJ Benefit Funds office or personal physician's office if such office requires such a visit. If the additional day is to visit a personal physician, the Employer can request, and the employees must provide, a HIPAA compliant release provided by the Health Fund sufficient to provide proof that the employee visited the personal physician at the physician's request for this additional one (1) day.

In the event that an employee chooses to visit anyone of the 32BJ Benefit Funds offices after having used up his/her entitlement pursuant to the above two paragraphs, s/he may use any of his/her sick days for that purpose.

33. DEATH OF EMPLOYEE. If an employee dies after becoming entitled to, but before receiving any wage or pay hereunder, it shall be paid to his/her estate, or pursuant to Section 1310 of the New York Surrogate's Court Procedure Act, unless otherwise provided herein. This shall not apply to any benefits under Section 40 of this Article, where the rules and regulations of the Health, Pension, Legal, Training and SRSP Funds shall govern.

34. GOVERNMENTAL DECREE. There is presently in effect an agreement between the Union and the RAB covering apartment buildings in the City of New York which provides that if because of legislation, government decree or order, any increase or benefit is in any way blocked, frustrated, impeded or diminished, the Union may upon ten (10) days' notice require negotiation with the RAB to take such measures and reach such revisions in the contract as may legally provide substitute benefits and improvements for the employees at no greater cost to the Employer. The parties hereto agree that any terms or provisions which may be negotiated between the Union and the RAB as a result of any such re-negotiation shall be fully binding upon the parties hereto upon the same terms, and effective date(s) as between the Union and the RAB. In the event that any provision of this contract requires approval of any government agency, the Employer shall cooperate with the Union with respect thereto.

35. DISABILITY BENEFITS LAW & UNEMPLOYMENT INSURANCE LAW.

(a) The Employer shall cover its employees so that they will receive maximum weekly cash benefits provided under the New York State Disability Benefits Law on a noncontributory basis, and also under the New York State Unemployment Insurance Law, whether or not such coverages are mandatory.

(b) Failure to cover employees makes the Employer liable to an employee for all loss of benefits and insurance.

(c) The Employer will cooperate with employees in processing their claims and shall supply all necessary forms, properly addressed, and shall post adequate notice of places for filing claims.

(d) If the employee informs the Employer s/he is requesting workers' compensation benefits then no sick leave shall be paid to such employee unless s/he specifically requests in writing payment of such leave. If any employee informs the Employer s/he is requesting disability benefits then only five (5) days sick leave shall be paid to such employee (if s/he has that amount unused) unless s/he specifically requests in writing payment of additional available sick leave.

(e) Any employee required to attend his/her workers' compensation hearing shall be paid for his/her regularly scheduled hours during such attendance.

(f) Any cost incurred by the Union to enforce the provisions of this Section shall be borne by the Employer.

(g) There is presently an agreement between the Union and the RAB which contains provision for the establishment of a committee under the auspices of the Building Service Health Fund to investigate and report on the feasibility of self-insuring disability and unemployment benefits. It is understood and agreed that any awards, decisions or agreements concluded with respect thereto, between the Union and the RAB shall become binding upon the parties hereto upon the same terms and effective dates.

36. SICKNESS BENEFITS.

(a) Any regular employee with at least one (1) year of service (as defined in paragraph (d) below) in the building or with the same Employer, shall receive in a calendar year from the Employer ten (10) paid sick days for bona fide illness. Any employee entitled to sickness benefits shall be allowed five (5) single days of paid sick leave per year taken in single days. The remaining five (5) days of paid sick leave may be paid either for illness of more than one (1) day's duration or may be counted as unused sick leave days.

The employee shall receive the above sick pay whether or not such illness is covered by New York State Disability Benefits Law or the New York State Workers' Compensation Act; however, there shall be no pyramiding or duplication of Disability Benefits and/or Workers' Compensation Benefits with sick pay.

(b) An employee absent from duty due to illness only a scheduled workday immediately before and/or only on the scheduled workday immediately after a holiday shall not be eligible for sick day for said absent workday or workdays.

(c) Employees who have continued employment to the end of the calendar year and have not used all sickness benefits shall be paid in the succeeding January one (1) full day's pay for each unused sick day.

Any employee who has a perfect attendance record for the calendar year shall receive an attendance bonus of \$200.00 in addition to payment of the unused sick days. For the purpose of this provision, perfect attendance shall mean that the employee has not used any sick days and has no unpaid leaves of absence (except Union-paid, Union-sponsored leave for collective bargaining and Union governance functions).

If an Employer fails to pay an employee before the end of February, then such Employer shall pay one (1) additional day's pay unless the Employer challenges the entitlement or amount due.

(d) For the purpose of this Section, one (1) year's employment shall be reached on the anniversary date of employment. Employees, who complete one (1) year of service after January 1, shall receive a pro rata share of sickness benefits for the balance of the calendar year.

A "regular" employee shall be defined as one who is a full or part-time employee employed on a regular schedule. Those employed less than forty (40) hours a week on a regular basis shall receive a pro rata portion of sickness benefits provided herein computed on a forty (40) hour workweek.

(e) All payments set forth in this Section are voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions of this Agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions.

(f) The parties agree that on an annual basis the paid leave benefits provided regular employees under this Agreement are comparable to or better than those provided under the New York City Earned Safe and Sick Time Act, N.Y.C. Admin. Code Section 20-911 et seq. Therefore, the provisions of the Act are hereby waived.

37. COMMON DISASTER. There shall be no loss of pay as a result of any Act of God or common disaster causing the shutdown of all or virtually all public transportation in the City of New York, making it impossible for employees to report for work, or where the Mayor of the City of New York or the Governor of the State of New York directs the citizens of the City not to report for work. The Employer shall not be liable for loss of pay of more than the first full day affected by such Act of God or common disaster. Employees necessary to maintain the safety or security of the building shall be paid only if they have no reasonable way to report to work and employees refusing the Employer's offer of alternate transportation shall not qualify for such pay. The term "public transportation" as used herein shall include subways and buses.

38. RENT COLLECTION. No employee as part of his/her usual and regular duties shall be required to collect rent.

39. LIE DETECTOR. The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

40. HEALTH, PENSION, TRAINING, LEGAL AND SRSP FUNDS

A. Health Fund

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 (2) days per week, with such health benefits as may be determined by the Trustees of the Fund. The Employer may, unless rejected by the Trustees, upon execution of a participation agreement in the form acceptable to the Trustees, cover such other of his/her employees as he/she may elect, provided such coverage is in compliance with law and the Trust Agreement.

Employees who are on workers' compensation or who are receiving statutory short term disability benefits, Building Service 32BJ long term disability benefits, or a Building Service 32BJ disability pension, shall be covered by the Health Fund without Employer contributions until they may be covered by Medicare or thirty (30) months from the date of disability, whichever is earlier.

In no event shall any employee who was previously covered for health benefits lose such coverage as a result of the change in this provision or elimination of the Health Fund provision extending coverage for disability. In the event the provision extending coverage for disability is discontinued for any reason, the Employer shall be obligated to make contributions for the duration of the period that would have otherwise been available.

2. The Employer shall continue to contribute to the Health Fund the amount of \$18,494.44 per year for each covered employee payable when and how the Trustees 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, 2019 the rate of contribution to the Health Fund shall be increased to \$19,790.80 per employee per year.

3. Any Employer who has a plan in effect prior to the effective date of this Agreement which provides health benefits the equivalent of, or better than, the benefits provided for herein, and the cost of which to the Employer is at least as great, may cover its employees under its existing plan or under the Fund.

4. The parties agree that if there is governmental health care reform mandating payment in full or part, by a contributing Employer for some or all of the benefits already provided for in the Health Fund to participants, the parties shall meet to discuss what ameliorative steps, if any, might be appropriate to minimize any adverse impact on the Funds, its participants and Employers.

The parties agree that if the recently passed healthcare reform legislation or any future governmental healthcare reform requires (i) any payment by contributing Employers for some or all of the benefits already provided for in the Health Fund to participants or (ii) requires any contributing Employers to pay any excise or other tax, penalty (including assessable payments), fee or other amount relating to or resulting from the eligibility requirements of or the level of benefits provided by the Fund, the parties shall recommend that the Trustees revise the plan of benefits under the Fund so that such excise or other tax, penalty (including assessable payments), fee or other amount are not payable. In the event the Trustees do not revise the plan of benefits under the Fund so that such excise or other tax, penalty (including assessable payments), fee or other amount are not payable, the affected Employers' contributions to the Fund, or contributions to the other Benefit Funds shall be reduced by the amount of such excise or other tax, penalty (including assessable payments), fee or other amount.

With respect to any future governmental healthcare reform that requires any payments described in (i) and/or (ii) in this paragraph, the bargaining parties will bargain over what to recommend to the Trustees consistent with the goals of maintaining quality benefits and containing costs.

5. If during the term of this Agreement, the Trustees find the payment provided herein is insufficient to maintain benefits, and adequate reserves for such benefits, they shall require the parties to increase the amounts needed to maintain such benefits and reserves subject to Article X,

Section 40, Subsection F(5) and (6). In the event the Trustees are unable to reach agreement on the amount required to maintain benefits and reserves, the matter shall be referred to arbitration pursuant to the deadlock provisions of the Fund's Agreement and Declaration of Trust. The preceding maintenance of benefits provision shall be suspended for the life of this Agreement.

B. Pension Fund

1. The Employer shall make contributions to a pension trust fund known as the "Building Service 32BJ Pension Fund" to cover bargaining unit employees who are regularly employed twenty (20) or more hours per week, including paid time off. The Employer shall also make contributions on behalf of other bargaining unit employees to the extent that such employees work a sufficient number of hours to require benefit accrual pursuant to Section 204 of ERISA.

Employees unable to work and on statutory short term disability benefits or workers' compensation shall continue to accrue pension credits without Employer contributions during the periods of disability up to six (6) months or the period of the disability, whichever is earlier.

2. Except as provided in Section 4 hereof, or elsewhere in the Agreement, the rate of contribution to the Fund described in Section 1 above shall be increased to \$110.75 per week.

The bargaining parties agree that the foregoing contribution requirements for the Pension Fund are consistent with the contribution rate schedules required by the Pension Fund's rehabilitation plan under Section 432 of the Internal Revenue Code.

3. Except as provided in Section 4 hereof, or elsewhere in the Agreement, effective January 1, 2019, the rate of contribution to the Fund described in Section 1 above shall be increased to \$114.75 per week.

The bargaining parties agree that the foregoing contribution requirements for the Pension Fund are consistent with the contribution rate schedules required by the Pension Fund's rehabilitation plan under Section 432 of the Internal Revenue Code.

4. If the Employer has in effect a pension and retirement plan which has been determined by the Trustees to provide benefits equivalent or superior to those provided under the Building Service 32BJ Pension Plan, it may continue the plan provided it continues to provide retirement benefits equivalent or superior to the benefits that are provided under the Building Service 32BJ Pension Plan during the term of this Agreement, and it shall be relieved of any obligation to make payments into the Fund.

5. If the Employer has an existing plan, as referred to above, it shall not discontinue or reduce benefits without prior Trustee approval and shall remain obligated to the employee(s) for whatever benefits they may be entitled.

6. In no event shall the Trustees or any of them, the Union or the RAB, directly or indirectly, by reason of this Agreement, be understood to consent to the extinguishment, change

or diminution of any legal rights, vested or otherwise, that anyone may have in the continuation in existing form of any such Employer pension plan, and the Trustees and the Union shall be held harmless by an Employer against any action brought by anyone covered under such Employer's plan asserting a claim based upon anything done pursuant to paragraph 5 of this Section. Notice of the pendency of any such action shall be given to the Employer who may defend the action on behalf of the indemnitee.

7. The parties agree that if there are new governmental regulations issued that implement the excise tax provisions of the Pension Protection Act (PPA), or there is further governmental reform relating to the funding of pension funds, the RAB and Union shall meet to discuss what steps, if any, might be appropriate to ameliorate any adverse impact on the Funds, its participants and employers.

To the extent that any employer covered by this Agreement, with respect to employees covered by this Agreement, becomes subject to an automatic employer surcharge or any excise tax, penalty, fee increased contribution rate or other amount relating to the funding of the Pension Fund (but not including interest, liquidated damages, or other amounts owed as a consequence of failing to make timely remittance of contributions to the Pension Fund) under Sections 412 or 432 of the Internal Revenue Code, then the parties agree that the required contributions to the Health Fund, or Training Fund and/or Legal Services Fund for each employer covered under this Agreement shall be reduced dollar for dollar by the aggregate amount of any additional contribution and/or surcharge amounts, excise taxes, penalties, fees or other amounts that such employer is required to pay, as provided in this subsection. Unless a different allocation among the Funds is agreed upon in advance of any applicable due date for such contributions by the Presidents of the RAB and Local 32BJ, such amount shall be allocated solely from the Health Fund.

8. The parties also recognize that, as certain provisions enacted by the Pension Protection Act of 2006 ("PPA") by their terms are about to expire, there is some uncertainty as to what the regulations regarding the structure of multi-employer pension funds will be in the immediate future. The parties commit to meet and confer regularly in order to identify and resolve issues related to changes in such regulation that have or may have an impact on participants' benefits and/or contributing employers' financial obligations relating to the Pension Fund.

In particular, in the event that the provision of the PPA which allows a plan to "continue to operate" under a rehabilitation plan or funding improvement plan established before the expiration of such PPA provisions is determined not to apply to the Pension Fund and there is a risk that funding deficiencies may arise during the term of this Agreement and the Pension Fund-related financial obligations of contributing employers may be affected, the parties shall meet to negotiate amendments to the contract or other measures which will mitigate such impact.

C. Training, Scholarship and Safety Fund

The Employer agrees to make contributions to a training and scholarship trust fund known as the "Thomas Shortman Training, Scholarship and Safety Fund" ("Training Fund") to cover employees covered by this Agreement who work more than two (2) days per week, with such benefits as may be determined by the Trustees. The Employer rate of contribution to the Training

Fund shall continue to be \$169.60 per year for each covered employee, payable when and how the Trustees determine.

D. Group Pre-Paid Legal Plan

The Employer shall make contributions to a prepaid legal services trust fund known as the “Building Service 32BJ Legal Services Fund” to cover employees covered by this Agreement who work more than two (2) days per week with such benefits as may be determined by the Trustees. The Employer rate of contribution to the Legal Fund shall continue to be \$199.60 per year per covered employee, payable when and how the Trustees determine..

E. Supplemental Retirement and Savings Fund (SRSF)

The Employer shall make contributions to a trust fund known as the “Building Supplemental Retirement and Savings Fund” to cover bargaining unit employee who are regularly employed twenty (20) or more hours per week, including paid time off, with employer contributions as hereinafter provided and tax exempt employee wage deferrals as provided by the Plan and/or Plan rules. Employer contributions for other bargaining unit employees shall also be required for each week in which they work twenty (20) or more hours, including paid time off. Effective April 21, 2018, the rate of contributions to the SRSF shall be \$10.00 per week per employee, payable when and how the Trustees determine.

For any full-time Superintendent or Resident Manager who has been employed as a full-time Superintendent or Resident Manager for at least two (2) years in that position in the building, the Employer shall contribute an additional \$10.00 per week to the SRSF for time worked in that position.

The Employer shall contribute an additional \$10.00 per week to the SRSF for each employee upon the employee’s completion of twenty-five (25) years of service, provided, however, that if as a result of the 2020 RAB/32BJ Commercial Building Agreement such employees receive additional pension benefits for years of service in excess of 25 years, the obligation under this provision shall cease on the effective date of the commencement of such additional benefits.

Effective January 1, 2019, in addition to the contributions provided above, each Employer may voluntarily elect to implement an additional contribution to the SRSF for its Resident Managers and full-time Superintendents in an amount to be determined in the absolute discretion of the Employer, but not to exceed such amount as may be determined by the Fund, payable as determined by the Employer, subject to the rules established by the Trustees. The additional contribution(s) described herein can be revoked or discontinued by the Employer, consistent with rules established by the Fund, at any time and shall not be considered a practice of providing terms or conditions of employment better than those provided for in this Agreement. The Trustees of the SRSF shall develop any necessary rules, processes and procedures that will govern the implementation of the additional contribution, including any required documentation to be executed by the Employer and rules relating to frequency and timing of contributions. The

Employer's election to implement an additional contribution to the SRSF shall be memorialized in a signed writing, in a form approved by the Trustees of the SRSF.

F. Provision Applicable to All Funds

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 Agreements, and any and all expenses for collection, including but not limited to counsel fees, arbitration costs and fees, court costs, auditors' fees and interest.

Any Employer regularly and consistently delinquent in Health, Pension, Training, Legal and SRSP Funds may be required, at the option of the Trustees of the Funds, to provide the appropriate Trust Fund with a security guaranteeing prompt payment of such payments.

2. The Trustees of the Funds shall make such amendments in the Trust Agreements and shall adopt such regulations, as may be required to confirm to applicable law, and which shall in any case provide that employees whose work comes within the jurisdiction of the Union (which shall not be considered to include anyone in an important managerial position) may only be covered for benefits if the building in which they are employed has a collective bargaining agreement with the Union. Any dispute about the Union's jurisdiction shall be settled by the Arbitrator if the parties cannot agree. By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions.

4. Employees shall have a waiting period of ninety (90) days before becoming eligible to be participants in the Funds and no contributions shall be made on behalf of the employees over this ninety (90) day period.

5. Effective as of January 1, 2020, any contributions and benefits required hereunder (except SRSF) shall be increased by any amount and in the same manner as contributions and benefits may be increased in the RAB/32BJ Commercial Building Agreement to succeed the presently effective 2016 RAB/32BJ Commercial Building Agreement, and if in said successor agreement service fees are required to be paid, the same fees shall be required to be paid hereunder; provided, however, (i) the aggregate increase in contributions to the Health Fund and Pension Fund effective anytime in 2020, shall not exceed \$17.56 per week per employee; and (ii) the aggregate increase in contributions to the Health Fund and Pension Fund effective anytime in 2021 shall not otherwise exceed \$18.31 per week per employee.

6. The parties agree that the Presidents of the RAB and Local 32BJ may determine in their discretion and upon mutual consent, prior to the beginning of the calendar years beginning January 1, 2019, January 1, 2020, January 1, 2021, and January 1, 2022, to allocate any portion of

the scheduled contributions in any of the Funds to any other Funds. The Employer shall be bound by any such determination.

7. There is presently an Agreement between the Union and the RAB which provides that in the event future applicable legislation is enacted, there shall be no duplication or accumulation of coverage, and the parties thereto will negotiate such changes as may be required by law. It is understood that any awards, decisions or agreements concluded between the Union and the RAB shall become binding upon the parties hereto upon the same terms and effective dates.

41. SECURITY BACKGROUND CHECKS.

On change of ownership or conversion of the status of a building or employee, employees may be subject to security background checks.

Additionally, upon seven (7) days' prior written notice to the employee and the Union, which notice shall include a sufficient statement of the cause, the Employer may perform a security background check on a current employee where there is reasonable cause to perform that check. "Reasonable cause" shall be objective evidence – e.g., access to the location of the incident at the time an incident occurred – indicating that the particular employee may have committed an offense in connection with his or her employment and the information sought in the background check may be relevant to determining whether the employee committed such offense. Where, within five days of receipt of such notice, the Union disputes that reasonable cause is present, there shall be an expedited arbitration of the dispute and the security background check shall not be performed until an arbitrator has ruled that it is permissible. Any information obtained in the security background check not directly related to the incident which gave rise to the check shall not be used for any disciplinary action against the employee.

An employee shall cooperate with an Employer as necessary for obtaining security background checks. Any employee who refuses to cooperate shall be subject to termination. Notwithstanding the above, Employers shall not subject employees to security background checks on a disciplinary or retaliatory basis. Any disciplinary action imposed arising from security background check results shall only be for just cause. All security background checks shall be confidential and may be disclosed only to the Union, as necessary for the administering of this Agreement, and/or as required by law. The Employer shall pay all costs of any security background checks. The Employer may not invoke this Section in connection with a "Social Security no-match letter."

42. WORK AUTHORIZATION AND STATUS DISPUTES.

The parties recognize that questions involving an employee's work status or personal information may arise during the course of his/her employment, and that errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control. The parties agree to attempt to minimize the impact of such issues on both the affected employees and employers by working together to fairly resolve such issues while complying with all applicable laws.

43. VETERAN TRANSITION ASSISTANCE.

Out of respect for those serving in the military and in acknowledgment of the tremendous skills they can bring to the workforce, the RAB and Union shall create a committee tasked with assisting veterans in this transition. These efforts shall include, but not be limited to: (i) increasing the industry's advertising/recruitment efforts to encourage veterans to apply for jobs within the industry; (ii) communicating with the industry about the numerous benefits associated with hiring veterans; and (iii) providing newly hired veterans with access to training through classes to be created by the Thomas Shortman School aimed at easing the transition to the civilian workforce and teaching the requisite skills.

44. BUILDING SAFETY. The Employer shall continue to provide safe and healthy working conditions.

45. NOTICES. All notices required to be sent to the Union shall be addressed to the President of the Union, 25 West 18th Street, 5th Floor, New York, NY 10011.

46. SAVING CLAUSE. If any provision of this Agreement shall be held illegal or of no legal effect, it shall be deemed null and void without affecting the obligations of the balance of this Agreement.

47. COMPLETE AGREEMENT. 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.

**Service Employees International Union
Local 32BJ
25 West 18th Street, 5th Floor
New York, New York 10011
T: (212) 388-3800**

Dated: _____, 20_____

By: _____

Employer/Building Owner: _____

(Please Print)

Managing Agent: _____

(Please Print)

Mailing Address: _____

(Please Print)

Telephone No.: _____

By: _____

(Signature)

Signature Name: _____

(Please Print)

Building Address

Article X – Section 48: Working Superintendent

A. Wages, Days Off and Conditions

1. (a) Effective April 21, 2018, Superintendents covered by this Agreement shall receive a minimum weekly wage increase of \$26.00 and have a minimum weekly wage of \$_____.

(b) Effective April 21, 2019, Superintendents covered by this Agreement shall receive a minimum weekly wage increase of \$26.00.

(c) Effective April 21, 2020, Superintendents covered by this Agreement shall receive a minimum weekly wage increase of \$33.00.

(d) Effective April 21, 2021, Superintendents covered by this Agreement shall receive a minimum weekly wage increase of \$35.00.

(e) Cost of living increases, if any, granted to employees under Article IX of this Agreement shall be granted to the Superintendent in the same amounts and on the same effective date.

2. (a) The standard workweek shall consist of five (5) days (forty (40) hours). The Employer may reschedule the Superintendent's days off, either consecutively or non-consecutively, provided, however, that the Employer must give the Superintendent at least one (1) week's notice of any change in his/her scheduled days off.

(b) In all other respects, the building's present practices as to the Superintendent's duties shall continue and as heretofore s/he shall take care of emergencies. A Superintendent who is required by the Employer to perform, other than emergency work, on his/her days off shall receive by mutual agreement by the Employer and the Superintendent, equivalent time off during the same workweek or a day's pay at the time and one-half rate. Nothing herein shall be construed to affect any rights a Superintendent may have under the Fair Labor Standards Act.

(c) The Superintendent shall not be required to renew cables or elevators or build or hollow tile walls or to do work in conflict with the law.

(d) Where an obvious inequity exists by reason of a Superintendent's regular application of highly specialized abilities in his/her work, or where his/her work imposes special or additional responsibilities, the Union may question the amount of his/her wage once during the term of this Agreement through grievance and arbitration.

(e) The Superintendent shall continue to occupy the same or a better apartment. In the event the present Superintendent is replaced, the new Superintendent shall receive the same wages, terms, benefits, and conditions and shall occupy the same or better apartment.

B. Job Security and Severance Pay

1. If the Employer discharges the Superintendent for reasons other than those set forth in subparagraph 4 below, s/he shall give him thirty (30) days written notice by registered mail or personal service to vacate the apartment s/he occupies in the building. If the Superintendent does not contest his/her discharge, s/he shall receive an additional thirty (30) days to vacate his/her apartment. If the Superintendent is required to do any work during this notice period, s/he shall be paid his/her regular rate of pay.

If the Superintendent voluntarily vacates said apartment within said thirty (30) days after receiving said notice (sixty (60) days if discharge is not contested), he/she shall receive severance pay on the following basis, according to his/her length of service.

Less than 6 months	\$1000 moving expenses
6 months but less than 2 years	4 weeks' pay
2 years but less than 3 years	5 weeks' pay
3 years but less than 4 years	6 weeks' pay
4 years but less than 5 years	7 weeks' pay
5 years but less than 6 years	8 weeks' pay
6 years but less than 7 years	9 weeks' pay
7 years but less than 8 years	10 weeks' pay
8 years or more	11 weeks' pay

unless the Superintendent deliberately provoked his/her dismissal, or his/her conduct constituted a willful or substantial violation of the obligations of employment, but this limitation shall not apply to moving expenses.

2. The Union may question the propriety of the termination of the Superintendent's services and demand reinstatement to his/her job, or severance pay, if any, as the case may be, by filing a grievance within fifteen (15) calendar year days following receipt by the Superintendent of the notice to vacate, on the charge that the Employer acted in an arbitrary and unreasonable manner; provided, however, that the time to file a claim for severance pay shall not be limited in a case where the Employer fails to honor an agreement with the Superintendent or the Union to pay severance pay. If the matter is not adjusted through the grievance procedure, it shall be submitted for final determination to the Arbitrator who may sustain the termination with such severance pay, if any, as the case may be, or order reinstatement. The Arbitrator shall give due consideration to the Superintendent's responsibilities and to the need for mutual cooperation between the Superintendent and the Employer.

3. The Employer's notice of the Superintendent shall be considered held in abeyance and the effective date thereof considered postponed, if necessary, until the matter is adjusted or determined through grievance or arbitration; but the Union must exercise its right to question the Employer's action within the prescribed time and the matter must be processed with reasonable promptness. No Superintendent shall forfeit severance pay on the grounds that s/he did not vacate his/her apartment within the prescribed period while his/her discharge is grieved.

No Employer shall commence an eviction proceeding prior to an arbitrator's award directing the discharge of the Superintendent. There shall be no interruption of utilities or other essential services to the Superintendent's apartment prior to the date an arbitrator's award orders such Superintendent to vacate his/her apartment.

4. The Employer, by written notice served personally or by registered mail, may require the Superintendent to vacate his/her living premises immediately in exceptional cases where his/her continued presence might jeopardize the tenants, employees, or the building and where the proper operation of the building requires the immediate employment of a replacement. The Union may question the termination of the Superintendent's services by filing a grievance within seven (7) calendar days following the receipt by the Superintendent of the notice to vacate.

5. The provision for arbitration of discharge shall not apply for the first six (6) months of a Superintendent's employment. For grievances arising during the first two (2) months of employment, the presentation period referred to in Article V shall be two-hundred and forty (240) days. Upon agreement between the Union and the Employer with respect to any individual Superintendent, the provision for arbitration of discharge shall not apply for an additional six (6) months of a Superintendent's employment.

6. Any Superintendent resigning because of physical or mental inability to perform his/her duties shall receive severance pay as provided above in addition to accrued vacation credits. Such a Superintendent may resign and receive severance pay if s/he submits a certification of disability from the Social Security Administration, unless, because of circumstances connected with his/her condition, s/he is unable to comply with the requirement. In the event of a dispute the provisions set forth in Article X, Section 20 shall be applicable.