

STIPULATION OF AGREEMENT

STIPULATION OF AGREEMENT made on the 19th day of April, 2022 between Service Employees International Union, Local 32BJ (the “Union”) and the Realty Advisory Board on Labor Relations, Inc. (the “RAB”).

WHEREAS, the 2018 Apartment Building Agreement (the “Agreement”) between the parties by its terms will expire on April 20, 2022; and

WHEREAS, the RAB through its committee representing certain buildings and the Union through its bargaining committee, have now negotiated the terms of a new Agreement for their apartment building members; and

WHEREAS, the parties wish to include these terms in a written renewal Agreement;

NOW THEREFORE, the parties in consideration of the mutual covenants herein contained, and subject to ratification by the Union’s membership and the RAB Board of Directors, do hereby agree to extend the Agreement through April 20, 2026 and to amend the Agreement in accordance with the following stipulation:

1. ARTICLE III – WAGES, HOURS & WORKING CONDITIONS

- a) Add the following as a new paragraph at the end of Section 3 (at page 12):

“Employers shall provide temporary schedule changes in accordance with the coverage and requirements of New York City Admin. Code § 20-1261 et seq., and the grievance and arbitration procedure shall be the sole and exclusive forum for any such claims and remedies. The ability to pursue remedies in any other forum is hereby waived.”

2. ARTICLE V – GRIEVANCE PROCEDURE

- a) Modify Section 7 (at page 15) as follows (new language underlined, deleted language stricken):

“Any grievance, except as otherwise provided herein and except a grievance involving basic wage violations and Pension, Health, Training, Legal and SRSF contributions shall be presented to the Employer and the RAB in writing within one hundred twenty (120) days of its occurrence...”

3. ARTICLE VI – ARBITRATION

- a) Incorporate appropriate and agreed-upon changes to revise and expand the arbitrator panel with at least three new arbitrators in Section 8 (at page 19).
- b) Incorporate appropriate and agreed-upon changes to revise and expand the arbitrator panel to identify Gary Kendellen, David Reilly and Deborah Gaines as the three designated arbitrators authorized to hear cases involving a Superintendent or Resident Manager.

4. ARTICLE VII – REDUCTION IN FORCE

- a) The parties agree to delete the existing provision in its entirety and replace it with the following (at page 20):
 - 1. The parties renew their commitment to a Special Committee process regarding Reductions in Force to ensure that staffing issues and disputes are addressed in an expeditious manner consistent with this Agreement. To that end, the Special Committee established below (“Special Committee”) shall meet, unless the parties agree otherwise, on at least a date certain each month, to be determined by the parties, with respect to issues that arise under this Article VII. To be processed pursuant to the standards set forth below, all Employers seeking a reduction in force must provide written notice containing the information set forth in Section 3 below to the RAB and the Union, for consideration under the Agreement and referral to the Special Committee.

For all reductions, the Employer shall have the right to reduce the work force where it can demonstrate to the Special Committee (consisting of the President of the Union or their designee and the President of the RAB or their designee), that a reduction is appropriate under the standards set forth in Section 2 below.

Four weeks after notice to the RAB and the Union as provided for in paragraph 3 below, the reduction request shall be referred to the Special Committee. Such Committee shall meet and shall issue a decision in accordance with the standards set forth in Section 2 no later than eight weeks (8) weeks after the Employer has given notice to the RAB and the Union. If the Committee deadlocks or if the Committee fails to approve the requested reduction in accordance with the standards set forth in Section 2, within said eight (8) week period, the Employer may refer the matter to arbitration pursuant to the arbitration provisions of the contract. The matter shall be heard by the arbitrator within four (4) weeks after it is submitted to arbitration, and a decision shall be rendered within ten (10) days of the close of the hearing. No adjournments shall be granted without mutual consent.

Except in cases pursuant to Section (2)(viii) of this Article, the Employer may reduce the work force as proposed prior to the arbitrator’s award no sooner than four (4) weeks after the initial notice to the Union and RAB pursuant to this Section and Section 3 below, subject, however, to the ultimate determination of the arbitrator.

2. The Employer shall have the right to reduce its workforce (a) due to economic hardship or (b) in the following circumstances, provided that in the case of either (a) or (b) it can establish that the changes listed below eliminate an amount of work similar to the proposed reduction in worker hours:
 - (i) A change in work specifications or work assignment which results in a reduction of work
 - (ii) Elimination of all or part of specified work
 - (iii) Vacancies in building
 - (iv) Reconstruction of all or part of building
 - (v) The tenant performing the work himself
 - (vi) Introduction of technological advances
 - (vii) Change in the nature or type of occupancy
 - (viii) Idle work time or unusually slow pace.
3. If the Employer desires to reduce its work force, it is required, in addition to their accrued vacation credits and termination pay, if any, to give employees employed for one (1) year or more one (1) week's notice of layoff or discharge, or in lieu thereof, an additional week's pay.

The Employer shall include in such notification the following:

- (a) Reason for reduction in force, specifying whether the reduction is being made pursuant to one or more of the reasons set forth in Section 2 of this Article.
 - (b) Notification should include the work to be eliminated corresponding work hours to be eliminated and the change in schedules and the duties of remaining employees resulting from the reduction in force.
 - (c) If the reduction is due to technological advances, the notice shall describe the technological advance; how it will reduce the work, the number of work hours or reduced work and the change in schedules and the duties of remaining employees resulting from the reduction in force.
 - (d) If the reduction in force is proposed to be implemented pursuant to Section 2(viii) of this Article, the notice shall so state. It shall include a detailed description of the work being performed by those allegedly working at an unusually slow pace or having idle time; a description of additional work that such employees should be performing within their normal working hours; the proposed reduction of force in work hours; change in schedules and duties of remaining employees resulting from the reduction in force. The notice shall include both present and proposed work specifications and schedules.
4. In the event that a reduction in the work force is effected and the reason

for the reduction in the work force ceases to exist, then the Employer shall reinstate the work force that existed prior to the reduction in force.

5. If the Union grieves or arbitrates a dispute pursuant to this provision, the following shall apply:
 - (a) The arbitration shall be expedited and in no event shall be scheduled and heard later than seven (7) calendar days after the Union's request for arbitration.
 - (b) The Employer shall affirmatively demonstrate that it has eliminated an amount of work similar to the reduction in worker hours.
 - (c) The arbitrator shall issue an award within ten (10) calendar days after the close of the hearings.
 - (d) There shall be no adjournments granted without mutual consent.

6. In the event that the Employer implements a reduction in force without providing the notices required to the RAB and the Union for referral to the Special Committee and the Employer lays off employees, the Employer shall pay an amount equal to the laid off employees' wages and fringe benefits (including, but not limited to Pension, Health, Training, Legal and SRSP Fund Contributions, Holidays, Vacation, Sick Pay and Premium Pay) for the period beginning with the layoff until four (4) weeks after the Employer notifies the Union or the issuance of a final arbitration award, whichever is sooner, but in no event less than four (4) weeks even if the layoff is upheld by the arbitrator.

The fact that payment of employees' wages and fringe benefits are provided for herein shall in no way be construed as a limitation of the arbitrator's power and authority under other provisions of this Agreement.

Where an Employer has more than one reduction in force request under this Article in a building, such requests shall be consolidated for purposes of proceeding before the Special Committee and/or the Arbitrator.

5. ARTICLE X – HEALTH, PENSION, TRAINING, LEGAL AND ANNUITY FUNDS, SECTION A (HEALTH FUND)

- a) Update dates to reflect the 2022-2026 term of agreement.
- b) Revise Section 2 (at page 34) to read:

“The Employer shall continue to contribute to the Fund \$22,188.00 per year for each covered employee, payable when and how the Trustees determine.

Effective January 1, 2023 the rate of contribution to the Fund shall be increased to \$23,196.00 per covered employee per year.

Effective January 1, 2024 the rate of contribution to the Fund shall be increased to \$23,892.00 per covered employee per year.

Effective January 1, 2025 the rate of contribution to the Fund shall be increased to \$24,612.00 per covered employee per year.”

- c) Modify the first paragraph of Section 5 (at page 36) as follows (new language underlined, deleted language stricken):

“The bargaining parties have already accepted the previous recommendations of the Health Fund Study Committee to save the Health Fund at least ~~\$70100~~ million per year in costs commencing no later than January 1, 2012....”

- d) Add the following as a new Section 6 (at page 38) (current Section 6 to be renumbered Section 7):

“The parties agree they will recommend to the Health Fund Trustees that, after consideration of the provisions of this Agreement relating to the Health Fund reserves, the Trustees consider, in consultation with the Fund professionals, investing reasonable amounts as agreed upon by the Trustees in excess of such reserves so that investment returns will contribute towards the Fund’s continued provision of high quality benefits coverage while ameliorating the adverse impacts of medical cost inflation on the Fund, its participants, and employers.”

- e) The provisions of newly renumbered Section 7 (at page 38, previously Section 6) shall be suspended during the term of this Agreement.

6. ARTICLE X – HEALTH, PENSION, TRAINING, LEGAL AND ANNUITY FUNDS, SECTION B (PENSION FUND)

- a) Update dates to reflect the 2022-2026 term of agreement.
- b) Revise Section 2 (at pages 39) to read:

“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 \$126.75 per week per covered employee.”

- c) Revise Section 3 (at pages 40) to read:

“Except as provided in Section 4 hereof, or elsewhere in the Agreement, effective January 1, 2023, the rate of contribution to the Fund described in Section 1 above shall be increased to \$130.75 per week per covered employee.”

7. ARTICLE X – HEALTH, PENSION, TRAINING, LEGAL AND ANNUITY FUNDS, SECTION C (TRAINING, SCHOLARSHIP AND SAFETY FUND)

- a) Update dates to reflect the 2022-2026 term of agreement.
- b) The Employer shall continue to contribute \$169.60 to the Thomas Shortman Training, Scholarship and Safety Fund per year per covered employee, payable when and how the Trustees determine.

8. ARTICLE X – HEALTH, PENSION, TRAINING, LEGAL AND ANNUITY

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FUNDS, SECTION D (GROUP PREPAID LEGAL FUND)

- a) Update dates to reflect the 2022-2026 term of agreement.
- b) Effective January 1, 2022 the Employer shall continue to contribute \$199.60 to the Building Service 32BJ Legal Services Fund per year per covered employee, payable when and how the Trustees determine.
- c) Effective January 1, 2023 the rate of contribution to the Legal Fund shall be \$36.00 per covered employee per year, payable when and how the Trustees determine.
- d) Effective January 1, 2025 the rate of contribution to the Legal Fund shall be \$199.60 per covered employee per year, payable when and how the Trustees determine.

9. ARTICLE X – HEALTH, PENSION, TRAINING, LEGAL AND ANNUITY FUNDS, SECTION E (SUPPLEMENTAL RETIREMENT AND SAVINGS FUND (SRSF))

- a) Update dates to reflect the 2022-2026 term of agreement.
- b) The Employer shall continue to contribute \$10.00 into the SRSF per week per covered employee, payable when and how the Trustees determine.
- c) The Employer shall continue to contribute an additional \$10.00 per week per covered employee for those Resident Managers and full-time Superintendents who have been employed as a Resident Manager or full-time Superintendent for at least two (2) years in that position in the building.
- d) The Employer shall continue to contribute an additional \$10.00 per week per covered employee for each employee upon the employee's completion of 25 years of service.

10. ARTICLE X – HEALTH, PENSION, TRAINING, LEGAL AND ANNUITY FUNDS, SECTION F – PROVISIONS APPLICABLE TO ALL FUNDS

- a) Update dates to reflect the 2022-2026 term of agreement.
- b) Revise Section 3 (at page 46) as follows (new language underlined, deleted language stricken):

“Employees shall have a waiting period of ninety (90) days before becoming eligible to be participants in the Funds, ~~and with the sole exception of participating in the Training Fund, and no contribution shall be made on behalf of employees during the 90 day period.~~
- c) Section 4 (at pages 46-47): update so that the aggregate increase in contributions to the Health Fund and Pension Fund effective anytime in 2024 shall not exceed \$17.38 per week per covered employee, and the aggregate increase in

contributions to the Health Fund and Pension Fund effective anytime in 2025 shall not exceed \$17.85 per week per covered employee.

- d) Update calendar year dates concerning allocation of Funds' contributions and Commercial Building Agreement references.

11. ARTICLE XI – DISABILITY BENEFITS LAW; UNEMPLOYMENT INSURANCE LAW

- a) Add the following as a new Section 8 (at page 48) to read as follows:

“In accordance with Article 10-A of the New York Workers’ Compensation Law, § 350 et seq., the Employer shall be permitted to contract with a preferred provider organization (PPO) to deliver all medical services mandated by the Workers’ Compensation Law. The Employer and employees may exercise all rights granted to them under Article 10-A.”

12. ARTICLE XII – SICKNESS BENEFITS

- a) Modify the first paragraph of Section 1 (at page 48) as follows (new language underlined):

“Any regular employee with at least one (1) year of service (as defined in section 4 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. Regular employees with less than one year of service shall be advanced up to three (3) paid sick or other paid days off from the allotments that they receive upon their first anniversary to obtain a maximum of seven (7) paid days in their first year of employment for the purposes specified in the New York Paid Sick Leave Law, Labor Law Section 196-b, and the New York City Earned Safe and Sick Time Act, N.Y.C. Admin. Code Section 20-911 et seq.”

- b) Modify the second paragraph of Section 1 (at page 48): Increase single use sick days from 5 to 7 single use sick days

- c) Modify Section 6 (at page 50) as follows (new language underlined, deleted language stricken):

“The parties agree that on an annual basis the paid leave benefits provided to regular employees under this Agreement, including but not limited to paid sick leave, vacation days, personal days, elective holidays, and service center days are comparable to or better than those provided under the New York City Earned Safe and Sick Time Act, N.Y.C. Admin. Code §20-911 et seq., and the New York Paid Sick Leave Law, N.Y. Labor Law §196-b. Therefore, the provisions of ~~those that~~ Acts are hereby waived.”

- d) Modify Section 3 (at page 49) as follows (new language underlined, deleted language stricken):

“Employees who have continued employment to the end of the calendar year and



have not used all sickness benefits and have no unpaid leaves of absence (~~except Union-paid, Union-sponsored leave for collective bargaining and Union governance functions~~) shall be paid in the succeeding January, one 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 absences (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 additional day's pay unless the Employer challenges the entitlement or amount due."

13. ARTICLE XV – WAGES AND HOURS

- a) Effective April 21, 2022, each employee covered hereunder shall receive a wage increase of \$0.675 for each regular straight time hour worked; Handypersons shall receive \$0.725 for each regular straight time hour worked; Superintendents shall receive \$0.75 for each regular straight time hour worked.
- b) Effective April 21, 2023, each employee covered hereunder shall receive a wage increase of \$0.825 for each regular straight time hour worked; Handypersons shall receive \$0.875 for each regular straight time hour worked; Superintendents shall receive \$0.90 for each regular straight time hour worked.
- c) Effective April 21, 2024, each employee covered hereunder shall receive a wage increase of \$0.825 for each regular straight time hour worked; Handypersons shall receive \$0.875 for each regular straight time hour worked; Superintendents shall receive \$0.90 for each regular straight time hour worked.
- d) Effective April 21, 2025, each employee covered hereunder shall receive a wage increase of \$1.00 for each regular straight time hour worked; Handypersons shall receive \$1.05 for each regular straight time hour worked; Superintendents shall receive \$1.075 for each regular straight time hour worked.
- e) Update effective dates in Section A(1)(e) (at pages 53-54) to reflect the 2022-2026 term of agreement (new language underlined, deleted language stricken):
"Additionally, the minimum hourly rate differentials for handypersons including all employees doing similar or comparable work by whatever title known, shall be increased by five cents (5¢) effective April 21, ~~2018~~2022, April 21, ~~2019~~2023, April 21, ~~2020~~2024, and April 21, ~~2021~~2025 for each regular straight-time hour worked, and each such employee shall receive a wage increase in an amount necessary to bring them up to the new contract minimum."

- f) Update effective dates to reflect the 2022-2026 term of agreement (new language underlined, deleted language stricken):
- i) Effective April 21, ~~2019~~2023, in the event that the percentage increase in the cost of living [Consumer Price Index for the City of New York - Metropolitan Area (New York-New Jersey) Urban Wage Earners and Clerical Workers] from February ~~2018~~2022 to February ~~2019~~2023, 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~~2023. 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.
- ii) Effective April 21, ~~2020~~2024, in the event that the percentage increase in the cost of living [Consumer Price Index for the City of New York - Metropolitan Area (New York-New Jersey) Urban Wage Earners and Clerical Workers] from February ~~2019~~2023 to February ~~2020~~2024, exceeds 6%, then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6% shall be granted effective for the first full work week commencing after April 21, ~~2020~~2024. In no event shall said increase pursuant to this provision exceed \$.20 per hour. In computing increases in the cost of living above 6%, 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.
- iii) Effective April 21, ~~2021~~2025, in the event that the percentage increase in the cost of living [Consumer Price Index for the City of New York - Metropolitan Area (New York-New Jersey) Urban Wage Earners and Clerical Workers] from February ~~2020~~2024 to February ~~2021~~2025, exceeds 6%, then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6% shall be granted effective for the first full work week commencing after April 21, ~~2021~~2025. In no event shall said increase pursuant to this provision exceed \$.20 per hour. In computing increases in the cost of living above 6%, 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) Minimum wage rates shall be increased accordingly to reflect the above increases in each category of work.

14. ARTICLE XIX – GENERAL CLAUSES, SECTION 3 (HOLIDAYS)

- a) Revise the Elective Holiday list (at page 72) to include Juneteenth.

15. ARTICLE XIX – GENERAL CLAUSES, SECTION 10 (VACATIONS AND VACATION REPLACEMENTS)

- a) Revise Sub-Section (b) (at page 82) as follows (new language underlined, deleted language stricken):

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“During the five (5) month vacation relief period, nNo contribution to any Benefit Funds shall be made for a vacation relief person- and vVacation relief persons are not eligible for 32BJ Benefit Fund coverage during the five (5) month vacation relief period, except that they are eligible to participate in the Training Fund during the five (5) month vacation relief period, consistent with Article X, Section F(3).”

16. ARTICLE XIX – GENERAL CLAUSES, SECTION 18 (REPLACEMENTS, PROMOTIONS, VACANCIES, TRIAL PERIOD, SENIORITY AND NEWLY HIRED EMPLOYEES)

- a) Revise the first paragraph in Sub-Section (a) (at page 84) as follows (new language underlined, deleted language stricken):

“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, ~~past performance, and professionalism within the residential setting appearance and personality for a particular job~~ shall also be considered.”

- b) Revise Sub-Section (b) (at page 85) as follows (new language underlined, deleted language stricken):

“There shall be a trial period for all newly hired employees for ~~sixty (60)~~ninety (90) calendar days except as provided for Superintendents in Article XVI paragraph 6.”

17. ARTICLE XIX – GENERAL CLAUSES, SECTION 19 (RECALL, JOB VACANCIES AND AGENCY FEE)

- a) Update the second paragraph of Sub-Section (a) (at page 89) as follows (new language underlined, deleted language stricken):

“The Employer shall notify by certified or registered mail, ~~return receipt requested, and may also provide supplemental notice by e-mail and/or text message,~~ the last qualified laid off employee at their last known address, of any job vacancy and a copy of this notice shall be sent to the Union.”

18. ARTICLE XIX – GENERAL CLAUSES, SECTION 23 (NO DISCRIMINATION)

- a) Update paragraph (A) (at pages 94-95) as follows (new language underlined, deleted language stricken):

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

Rights Law, the New York City Human Rights Code, or any other similar laws, rules or regulations. All such claims shall be subject to the grievance and arbitration procedure (Articles V and VI) as sole and exclusive remedy for violations. Provided, however, that nothing herein shall preclude the filing or adjudication of any statutory claim at any time (i) before the Equal Employment Opportunity Commission (“EEOC”) or other similar agency whose jurisdiction includes employment discrimination claims; or (ii) before the National Labor Relations Board (“NLRB”). Nor shall an employee be required to submit a claim involving sexual harassment and/or sexual assault to arbitration. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.”

- b) Update paragraph (B)(1) (at page 95) as follows (new language underlined, deleted language stricken):

“The parties to this Agreement, the Union and RAB, believe that it is in the best interests of all involved – employees, members of the Union, employers, the Union, the RAB and the public interest – to promptly, fairly, and efficiently resolve claims of workplace discrimination, harassment and retaliation as covered in the No Discrimination Clause of the relevant collective bargaining agreement (collectively, “Covered Claims”). Such Covered Claims are very often intertwined with other contractual disputes under this Agreement. The RAB, on behalf of its members, maintains that it is committed to refrain from unlawful discrimination, harassment and retaliation. The Union maintains it will pursue its policy of evaluating such Covered Claims and bringing those Covered Claims to arbitration where appropriate. To this end, the parties establish the following system of mediation and arbitration applicable to all such Covered Claims, provided that nothing herein shall preclude the filing or adjudication of any statutory claim at any time (i) before the EEOC or other similar agency whose jurisdiction includes employment discrimination claims; or (ii) before the NLRB. Nor shall an employee be required to submit a claim involving sexual harassment and/or sexual assault to arbitration, ~~whenever they arise~~. The Union and RAB want those covered by this Agreement and any individual attorneys representing them to be aware of this Protocol.”

- c) Add the following as a new paragraph (B)(2)(a) (at page 96) (current paragraphs (B)(2)(a) to (B)(2)(i) to be renumbered paragraphs (B)(2)(b) to (B)(2)(j)):

“The Mediation Protocol set forth below is mandatory for all Covered Claims.”

- d) Add the following as a new paragraph (B)(2)(k) (at page 99):

“With respect to mediation of sexual harassment and/or sexual assault claims, an employee may terminate mediation upon written notice to the other Parties no earlier than seventy-five (75) days after providing the Notice of Claim. In the event that mediation has not been conducted for seventy-five (75) days at the time the employee files a claim in court, the employer may request that the court stay the action pending completion of the seventy-five (75) days of mediation but may

not seek dismissal.”

- e) Add the following as a new paragraph (B)(5) (at page 101):

“Nothing contained within this Protocol shall require mediation or arbitration where prohibited by law. With respect to any Covered Claim that employees may not lawfully be required to submit to mediation or arbitration, employees may voluntarily submit such claims to the foregoing mediation and/or arbitration procedures.”

- f) Name new and/or additional mediators to the Mediation Panel for Covered Claims brought to mediation based on the No Discrimination Protocol referenced in Section 23(B).

- g) Add new paragraph (C)(3) (at page 103) as follows:

“The Diversity Committee shall convene no less than sixty (60) days from the date of this Agreement and shall meet no less than two (2) times per calendar year.”

19. ARTICLE XIX – GENERAL CLAUSES, SECTION 44 (BUILDING SAFETY)

- a) Rename the section “Building Safety and the HERO Act” and add the following as a new Sub-Section (ii) (at page 111, making the current paragraph Sub-Section (i)) (from the HERO Act Memorandum of Agreement executed July 12, 2021 (new language underlined, deleted language stricken)):

~~“Whereas, SEIU Local 32BJ (“Union”) and the Realty Advisory Board on Labor Relations, Inc. (“RAB”), on behalf of its members (“Employers”) are parties to the 2020 RAB Commercial Building Agreement, the 2020 RAB Contractors Agreement, the 2018 Apartment Building Agreement, the 2018 Resident Managers and Superintendents Agreement, the 2018 Long Island Apartment Building Agreement, the 2021 Security Officers Agreement, and the 2021 RAB Window Cleaners Agreement (collectively, the “Agreements”);~~

~~Whereas, the COVID-19 pandemic has impacted building operations and building service workers throughout the City of New York and its surrounding counties;~~

~~Whereas, the parties desire to maintain the stable labor relations that have served them well during the COVID-19 pandemic, and ensure an effective and consistent response across the Industry to this and future public health crises arising from airborne infectious diseases;~~

~~Whereas, On May 5, 2021, the New York Health and Essential Rights Act, Senate Bill 1034B (“S1034B”), amending the New York Labor Law to include provisions on prevention of airborne infectious disease, was signed into law. On July 12, 2021, the parties executed a Memorandum of Agreement (“HERO Act MOA”) on this topic. The parties agreed, and continue to agree, that the HERO Act MOA would apply to the 2020 RAB Commercial Building~~

Agreement, the 2020 RAB Contractors Agreement, the 2018 Apartment Building Agreement, the 2018 Resident Managers and Superintendents Agreement, the 2018 Long Island Apartment Building Agreement, the 2021 Security Officers Agreement, and the 2021 RAB Window Cleaners Agreement (collectively, the "Agreements"). ~~by Governor Cuomo;~~

~~Whereas the parties consistently have sought to provide reasonable and effective protection from airborne infectious diseases to employees in the Industry from the outset of the COVID-19 pandemic and wish to continue such valuable and effective cooperation;~~

~~Now, therefor, the RAB, on behalf of its members, and the Union Consistent with the HERO Act MOA, the parties agree to implement the following to ensure a safe and healthy workplace for Industry employees as follows:~~

1. In the event the HERO Act is once again triggered, the parties agree ~~Employers agree~~ to adopt an airborne infectious disease exposure prevention plan ~~by August 3, 2021~~ no later than sixty (60) calendar days from the triggering of the HERO Act, by either adopting the model standard promulgated by the Commissioner of the Department of Labor in consultation with the Department of Health, or by establishing an alternative plan that is comparable to or better than the minimum standards provided by the model standard. The RAB and the Union agree that an Employer's adoption of the model standard relevant to them shall satisfy that Employer's obligation to adopt an airborne infectious disease exposure prevention plan. Any Employer seeking to adopt an alternative plan that is comparable to or better than the model plan shall submit such plan to the RAB and the Union at least fourteen (14) days prior to the proposed effective date of such alternative plan, and if neither the RAB nor the Union object to such plan, in writing, within the fourteen (14) day period, such alternative plan will satisfy the Employer's obligation to adopt an airborne infectious disease exposure prevention plan.

2. The RAB, Employers, and the Union agree to establish joint labor-management workplace safety committees. The workplace safety committees will be organized by Employer, except where the parties mutually agree that another format is acceptable. The workplace safety committees shall be comprised of Employer representatives, selected in consultation with the RAB, Union representatives, and bargaining unit employee representatives as the Union may designate. The workplace safety committees shall meet as needed, upon the request of either the Employer or the Union, at such times and in such manner as the Employer, RAB and the Union may deem reasonable and proper. Each workplace safety committee so-established, will have the ability, consistent with S1034B, to: (a) raise health and safety concerns, hazards, complaints and violations to the Employer; (b) review any policy or procedures put in place in the workplace concerning workplace safety; (c) participate in any site visit by any governmental agency responsible for

enforcing safety and health standards in a manner consistent with applicable law; (ed) review relevant reports filed by the Employer related to the health and safety of the workplace in a manner consistent with applicable law; and (e) discuss training and equipment needs, including personal protective equipment. Meetings shall occur during work hours and shall be scheduled within two (2) weeks of either party requesting the meeting, provided that in the event that there is an urgent health and safety issue or other urgent operational issue in connection with the exposure prevention plan, the parties shall make their best efforts to meet on an expedited basis. Upon agreement by the parties, commonly-owned, commonly-managed buildings that are subject to one of the above-referenced Building Agreements, may form a workplace safety committee that covers all or some of the commonly-owned, commonly-managed buildings. Established workplace safety committees may make reports and recommendations to the Employer, as necessary, concerning the above and other matters covered by S1034B within their responsibility to the Employer as may be appropriate.

3. The RAB, on behalf of its members, and the Union agree that the benefits provided under the Agreements and under this ~~Memorandum of Agreement~~ Section and the HERO Act MOA are comparable to or better than those provided under S1034B, enacted under N.Y. Labor Law Sections 27-d and 218-b. and therefore, pursuant to N.Y. Labor Law § 27-d (7) and N.Y. Labor Law Section 218-b (9), the provisions of S1034B are waived with regard to the parties, and to the extent not precluded by those laws with regard to other parties. The parties further agree that any dispute arising out of or relating to airborne infectious disease exposure prevention, including, without limitation, the implementation of ~~this Memorandum of Agreement~~ the HERO Act MOA, shall be resolved through the ~~applicable grievance and arbitration processes of each of the applicable Agreements set forth in this Agreement~~, as the sole and exclusive process for resolution of such disputes. Any grievance alleging a violation of the Employer's exposure prevention plan that creates a substantial probability that serious physical harm or death could result from a condition which exists, or from one or more practices, means, methods, operations or processes which have been adopted or are in use, by the Employer at the work site, shall be submitted to expedited arbitration within three (3) business days of an arbitration demand.

4. During the period of time prior to any requirement by the Department of Labor or Department of Health that the Employer implement its exposure prevention plan Employers shall follow the joint guidelines developed by the RAB, Local 32BJ and REBNY, as they may be revised, with respect to personal protective equipment, social distancing and other practices to reduce the risk of COVID-19 exposures and/or transmission.”

HR
K9

20. ARTICLE XX – TERM OF AGREEMENT AND RENEWALS

- a) Update the dates to reflect a four year agreement expiring at the conclusion of April 20, 2026.

* * *

Additionally, the parties agree to review existing contract language to ensure use of gender-neutral terminology. The parties also agree to make appropriate modifications to the Resident Manager and Superintendents Agreement in accordance with this Stipulation of Agreement. The dates of the wage increases shall be June 21, 2022; June 21, 2023; June 21, 2024; June 21, 2025; the duration shall be from June 21, 2022 to June 20, 2026.

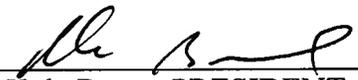
The parties agree to include in the final contract any language clarifications which may be necessary as a result of this Stipulation of Agreement, including changing dates, as appropriate.

The parties agree to continue all side letters and execute new side letters, as attached.

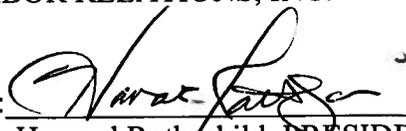
This Agreement is subject to ratification by the membership of the Union and the Board of Directors of the RAB.

AGREED to this 19th day of April, 2022.

LOCAL 32BJ, SERVICE EMPLOYEES
INTERNATIONAL UNION

By: 
Kyle Bragg, PRESIDENT

REALTY ADVISORY BOARD ON
LABOR RELATIONS, INC.

By: 
Howard Rothschild, PRESIDENT

April 19, 2022

Kyle Bragg, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Reserved Question on Mandatory Arbitration for Statutory Discrimination Claims

Dear Kyle:

This letter will confirm our understanding on the issue of whether arbitration is mandatory for statutory discrimination claims brought under the No Discrimination Clause found in the Collective Bargaining Agreements (“CBAs”) between the RAB and the Union (the “Reserved Question”).

Following the decision of the Supreme Court in *14 Penn Plaza LLC v. Pyett*, 556 U.S. 247 (2009), the RAB and the Union have had a dispute about the Reserved Question, specifically regarding the meaning of the No Discrimination Clause and the grievance and arbitration clauses in the CBAs. The Reserved Question is as follows:

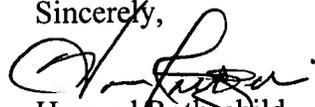
The Union contends that the CBAs do not make provision for arbitration of any claims that the Union does not choose to take to arbitration, including statutory discrimination claims, and therefore, individual employees are not barred from pursuing their discrimination claims in court where the Union has declined to pursue them in arbitration. The RAB contends that the CBAs require arbitration of all individual claims, even where the Union has declined to bring such claims to arbitration.

The parties agree that, should either the Union or the RAB deem it appropriate or necessary to do so, that party may bring to arbitration the Reserved Question. The parties intend that the Reserved Question may only be resolved in arbitration between them and not in any form of judicial or administrative proceeding. The outcome of the Reserved Question hinges on collective bargaining language and bargaining history, which are subjects properly suited for arbitration. Such arbitration may be commenced on 30 calendar days’ written notice to the other party. The arbitrator for such arbitration shall be Roberta Golick, unless she is unable or unwilling to serve, in which case the parties shall agree upon an arbitrator, and failing agreement shall submit the case to arbitration before the American Arbitration Association, in New York City.

In 2010, the parties initiated the No-Discrimination Protocol. The No-Discrimination Protocol is applicable to all such claims. This Protocol was intended, and continues, to serve as an alternative to arbitrating the parties’ disagreement on the Reserved Question. The parties agreed to include the No-Discrimination Protocol as part of the CBAs, as further modified in December 2015. The Union and the RAB agree that the provisions of the No-Discrimination Protocol do not resolve the Reserved Question. Neither the inclusion of the No-Discrimination Protocol in the CBAs nor the terms of the No-Discrimination Protocol shall be understood to advance either party’s contention as to the meaning of the CBAs with regard to the Reserved Question, nor will either party make any representation to the contrary.

Without prejudice to either parties' position on the continued viability of any other side letter, this side letter shall continue in effect unless and until the parties agree otherwise or until the Reserved Question is decided by Arbitrator Golick.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Kyle Bragg
President, SEIU, Local 32BJ

April 19, 2022

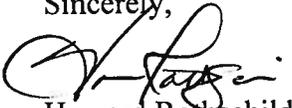
Kyle Bragg, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Security Background Checks

Dear Kyle:

This will confirm our understanding during our recent negotiations that an Employer may not invoke Article XIX, Section 42 (Security Background Checks) in connection with a Social Security “no match” letter.

Sincerely,


Howard Rothschild
President, RAB

AGREED:



Kyle Bragg
President, SEIU, Local 32BJ

April 19, 2022

Kyle Bragg, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Discussion of Affordable Housing in Joint Industry Advancement Project

Dear Kyle:

This letter confirms our understanding that the Joint Industry Advancement Project, established in Article XVII of this Agreement, shall also discuss how the New York City area Real Estate Industry and the Union can accelerate development of affordable housing units in New York City.

Sincerely,


Howard Rothschild
President, RAB

AGREED:



Kyle Bragg
President, SEIU, Local 32BJ

April 19, 2022

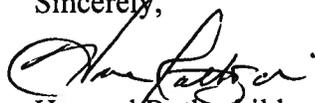
Kyle Bragg, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Committee to Review Current Building Classifications

Dear Kyle:

This letter confirms the creation of a Committee to Review Current Building Classifications.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Kyle Bragg
President, SEIU, Local 32BJ

April 19, 2022

Kyle Bragg, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

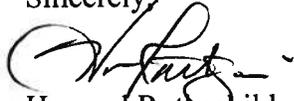
Re: Work Authorization and Status Disputes

Dear Kyle:

In light of the diversity of the workforce in the industry and the changing regulatory environment, the parties reaffirm the parties' commitment to employees who need to resolve issues related to the employees' immigration or work authorization status.

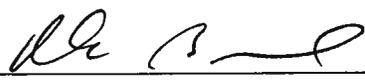
Upon the request of either party, the parties shall establish a joint committee to discuss issues related to employees' Work Authorization. The Committee shall consist of the President of Local 32BJ and the President of the RAB, or their designees.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Kyle Bragg
President, SEIU, Local 32BJ

April 19, 2022

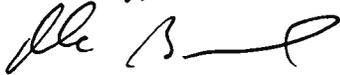
Howard Rothschild, President
Realty Advisory Board on Labor Relations, Inc.
One Penn Plaza, Suite 2110
New York, New York 10119

Re: Labor-Management Cooperation Trust Fund

Dear Howard:

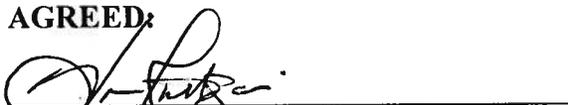
As soon as practicable after the execution of the MOA, the parties will establish, as settlors, a Labor-Management Cooperation Trust Fund ("LMCF"), under an agreement and declaration of trust containing such terms and conditions as set forth below and as otherwise agreed to by the parties ("LMCF Trust Agreement"). Such terms and conditions shall include the following: (i) the sole and exclusive purpose of the LMCF shall be the containment of health care costs, including health care pricing, for the benefit of the Union membership and Employers in New York City and surrounding areas, (ii) the LMCF shall be funded by diverting future contributions to the Health Fund up to a maximum of two million dollars (\$2,000,000) in each calendar year 2022 and 2023, such diversion amount to be determined by the President of the RAB and the President of the Union, (iii) the LMCF shall terminate December 31, 2023, subject to an appropriate wind-down period after termination, and any net assets remaining at the time of termination shall be allocated in accordance with the terms of LMCF Trust Agreement, (iv) the parties shall have the right to appoint Trustees under the LMCF under rules and procedures substantially similar to those contained in the Trust Agreements under the Health, Pension, Training, Legal and SRSF Funds ("Benefit Fund Trust Agreements"), and (v) the LMCF Trust Agreement shall contain rules relating to quorum, voting, deadlock and other Trustee procedures that are substantially similar to those contained in such Benefit Fund Trust Agreements.

Sincerely,



Kyle Bragg
President, SEIU, Local 32BJ

AGREED:



Howard Rothschild
President, RAB

April 19, 2022

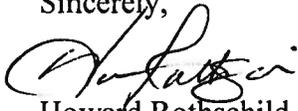
Kyle Bragg, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Grievance and Arbitration

Dear Kyle:

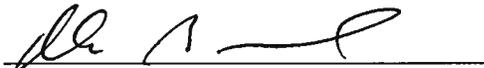
The parties agree to meet quarterly (i) to discuss issues related to streamlining grievance and arbitration processes, including calendaring and exchanging information of case status including with respect to cases involving Superintendents (which will be identified as such in respective grievance letters provided however, inadvertent failure to identify as such shall not invalidate the grievance), and (ii) to conduct training for arbitrators on the panel. The parties also agree to meet once per month to review the docket of pending cases to ensure an expeditious resolution. The meetings shall be attended by the President of Local 32BJ and the President of the RAB, or their designees. Additionally, the parties will coordinate with the Office of the Contract Arbitrator to regularly schedule reserved open days to ensure the timely adjudication of Superintendent cases and reduction in force cases. Finally, the parties agree to determine a mutually agreed upon protocol for administration of cases before OCA.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Kyle Bragg
President, SEIU, Local 32BJ

April 19, 2022

Kyle Bragg, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: 2022 Ratification Bonus

Dear Kyle:

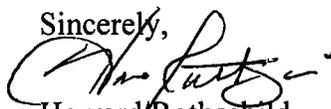
The parties agree that a one-time ratification bonus will be paid to certain eligible employees (as discussed more fully below). This will confirm the details of that ratification bonus:

In accordance with the annual rates of contribution set forth in Article X, Section A(2), in 2022, the monthly rate of contribution to the Health Fund shall be \$1,849 per covered employee. Notwithstanding anything to the contrary above, the rate of contribution for the months of May 2022 and June 2022 (payable respectively on or before June 20, 2022 and July 20, 2022) shall be \$50.00 per month per covered employee, with the corresponding reduction in the annual rate contribution for 2022, provided that the Employer has executed an Assent to this Agreement on or before November 1, 2022. In the event that the Employer has not executed an Assent by that date, the rate of contribution due to the Health Fund for the months of May 2022 and June 2022 shall be \$1,849 per month per covered employee and the balance of \$3,598 shall be paid no later than November 20, 2022.

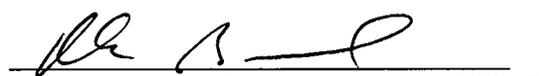
After the Union provides the RAB with notice that its membership has fully ratified this Agreement, each employee for whom the Employer is obligated to contribute to the Health Fund as of July 22, 2022, including part-time employees who work more than two days per week, and those on leave for whom the employer is obligated to contribute to the Health Fund as of July 22, 2022, shall receive a one-time lump-sum, ratification bonus of three-thousand dollars (\$3,000.00), minus all applicable taxes, withholdings and deductions. The ratification bonus will be paid on July 22, 2022, or 30 calendar days after, whichever is later.

The parties agree that the ratification bonus shall not be considered compensation for hours of employment purposes, and instead shall be deemed excluded from the definition of regular rate for purposes of calculating overtime pay. For the avoidance of any doubt, any disputes over the ratification bonus made to eligible employees, including any disputes over pay arising from or relating to such payments, shall be subject to the grievance and arbitration provisions of the collective bargaining agreement including, without limitation, any wage and hour claim.

Sincerely,


Howard Rothschild
President, RAB

AGREED:



Kyle Bragg President, SEIU, Local 32BJ

April 19, 2022

Kyle Bragg, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: 2022 Ratification Bonus

Dear Kyle:

The parties agree that a one-time ratification bonus will be paid to certain eligible employees (as discussed more fully below). This will confirm the details of that ratification bonus:

In accordance with the annual rates of contribution set forth in Article X, Section A(2), in 2022, the monthly rate of contribution to the Health Fund shall be \$1,849 per covered employee. Notwithstanding anything to the contrary above, the rate of contribution for the months of May 2022 and June 2022 (payable respectively on or before June 20, 2022 and July 20, 2022) shall be \$50.00 per month per covered employee, with the corresponding reduction in the annual rate contribution for 2022, provided that the Employer has executed an Assent to this Agreement on or before November 1, 2022. In the event that the Employer has not executed an Assent by that date, the rate of contribution due to the Health Fund for the months of May 2022 and June 2022 shall be \$1,849 per month per covered employee and the balance of \$3,598 shall be paid no later than November 20, 2022.

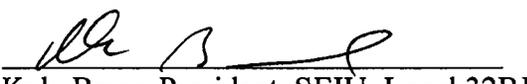
After the Union provides the RAB with notice that its membership has fully ratified this Agreement, each employee for whom the Employer is obligated to contribute to the Health Fund as of July 22, 2022, including part-time employees who work more than two days per week, and those on leave for whom the employer is obligated to contribute to the Health Fund as of July 22, 2022, shall receive a one-time, lump-sum, ratification bonus of three-thousand dollars (\$3,000.00), minus all applicable taxes, withholdings and deductions. The ratification bonus will be paid on July 22, 2022, or 30 calendar days after ratification, whichever is later.

The parties agree that the ratification bonus shall not be considered compensation for hours of employment purposes, and instead shall be deemed excluded from the definition of regular rate for purposes of calculating overtime pay. For the avoidance of any doubt, any disputes over the ratification bonus made to eligible employees, including any disputes over pay arising from or relating to such payments, shall be subject to the grievance and arbitration provisions of the collective bargaining agreement including, without limitation, any wage and hour claim.

Sincerely,


Howard Rothschild
President, RAB

AGREED:


Kyle Bragg President, SEIU, Local 32BJ