

**2018  
RESIDENT MANAGERS  
and SUPERINTENDENTS  
AGREEMENT**

between

**Realty Advisory Board  
On Labor Relations  
Incorporated**

and

**Service Employees  
International Union, Local 32BJ**

EFFECTIVE JUNE 21, 2018  
TO JUNE 20, 2022



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AGREEMENT made as of the 21st day of April, 2018, by and between the REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED, herein called the “RAB,” acting on behalf of various owners of apartment buildings and other employers who become signatory to this Agreement, herein severally referred to as “Employer,” and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ, herein referred to as the “Union,” acting on behalf of its members and other building service employees to whom this Agreement applies and for whom it is the collective bargaining agency.

## **ARTICLE I**

### **Union Recognition and Union Security**

1. This Agreement shall apply to the Resident Managers and/or Superintendents within the premises covered by this Agreement.

2. The Union is recognized as the exclusive collective bargaining representative of the employee(s) covered by this Agreement. Article II 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.

3. There shall be a Union Shop throughout the term of this Agreement in every building where there was a Union Shop under the 2014 Resident Managers and Superintendents Agreement and in other buildings whenever it is agreed or determined that a majority of the employees in such buildings are members of or have applied for membership in the Union.

The “Union Shop” requires membership in the Union by every employee in the building as a condition of employment after the thirtieth day following employment or the execution date of this Agreement, whichever is later, or in the case of newly organized buildings, after the thirtieth day following agreement or determination that a majority of the employees in such buildings are members of or have applied for membership in the Union, and requires that the Union shall not ask or require 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.

4. Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting the Resident Manager's and/or Superintendent's discharge because such employee has not met the requirements of this Article, unless the Employer questions the propriety of so doing, such employee shall be discharged within fifteen (15) days of said notice if prior thereto such employee does not take proper steps to meet said requirements. If the Employer questions the propriety of the discharge, it shall immediately submit the matter to grievance, and if not thus settled, to the Arbitrator for final determination. If it is finally settled or determined that the employee has not met the said requirements, such employee shall be discharged within ten (10) days after written notice of the final determination has been given to the RAB and the Employer.

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.

5. The Union will hold the Employer harmless from any liability arising from a discharge asked by the Union pursuant to this Article provided the Employer has done nothing to cause or increase its own liability concerning removal of the Resident Manager or Superintendent.

6. No Superintendent may be employed in any building, except within a tenant's apartment, save by the Employer, without the consent of the Union.

7. Upon execution of this Agreement the Employer shall furnish the Union and the RAB with a complete list of the names, social security numbers and home addresses and job location of all employees covered by this Agreement and shall notify the Union and the RAB of the names and social security numbers and home addresses and job location of each new Superintendent thereafter employed.

The Employer shall notify the Union and the RAB 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 it acquires a new building service job.

8. The Union shall have the right to inspect the Employer's Social Security reports and all payroll records (except the salary of the nonunion

Supervisors) in order to determine if this Agreement is being complied with. The Union shall have the right to expedited arbitration in the event an Employer fails to comply with this right of inspection. Inspections may also be made by the Union or the Arbitrator at the request of the RAB. The RAB may join the Union at all times, when such examination is made. All Benefit Trust Funds established under this Agreement shall have the same right to inspect as the Union but shall also have the right to inspect Supervisor's payroll records where Supervisors are covered by such Funds.

9. Each Employer agrees to deduct the Union's monthly dues, initiation fees, and all legal assessments from the pay of each employee from whom it receives written authorization and will continue to make such deductions while the authorization remains in effect.

The parties acknowledge and agree that the term "written 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 American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund. 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 written 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 written 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 written authorizations or revocations for deduction and remittance. Those Employers who are not currently accepting electronic records as valid written 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.

The Employer hereby agrees to deduct voluntary political contribution deductions based upon authorizations signed by the employees in accordance with applicable law.

Such deductions will be made from the pay for the first full pay period worked by each employee following the receipt of the authorization, and thereafter will be made the first pay day each month, and forwarded to the Union not later than the twentieth day in each and every current month. Such deductions shall constitute trust funds while in the possession of the Employer.

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

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 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.

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 the authorization at the end of a year following the 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 Union agrees to indemnify and save such Employer and the RAB harmless from any liability incurred by reason of such deductions.

10. Nothing in this Article shall be construed as an admission that the Employer or its employees in any particular building are engaged in interstate commerce, in an activity affecting interstate commerce, in the production of goods for interstate commerce, or that any particular building is covered by the provisions of the Labor-Management Relations Act, as amended.

**ARTICLE II**  
**Coverage of Agreement**  
**Sub-Contracting**

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 provisions and limitations set forth below.

2. The Employer shall give advance written notice to the RAB and the Union at least three (3) weeks prior to the effective date of its contracting for such services, or changing contractors, indicating the name and address of the contractor.

3. The Employer shall require the contractor to retain the Superintendent 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, which shall not be unreasonably withheld.

If the contractor fails to comply with any agreement with the Union covering the work which was contracted out, the Employer shall be liable severally and jointly with the contractor for any and all damages relating to unpaid Health, Pension, Training, Legal and SRSP contributions. The Employer's liability shall commence the date it receives written notice from the Union or the RAB of the contractor's failure to so comply.

4. This Article is intended to apply to all employees employed in any building committed to this Agreement 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 any part thereof, is held to be in violation of law, then this Article, or any part thereof, shall remain applicable to the extent permitted by law.

### **ARTICLE III**

#### **Wages, Hours & Working Conditions**

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

2. Except as otherwise provided herein, the wages set forth in Article XIII shall be effective as of June 21, 2018, and all its other terms and conditions shall become effective on the payroll date nearest to June 21, 2018. As to all buildings later adopting this Agreement, it shall take effect upon acceptance by the Union.

3. No provision of this Agreement shall be construed so as to lower any employee's wage. If employees in any building have in effect a practice of terms or conditions better than those provided for herein, applicable generally to them for wages, hours, sick pay, vacations, holidays, relief periods, jury duty, or group life insurance, such better terms or conditions shall be continued only for employees who have had such conditions. The Arbitrator may relieve the obligations in the preceding sentence if enforcement would work an undue hardship, injustice or inequity upon the Employer.

4. Any replacement shall receive the same wage, except where it includes extra pay

attributable to years of service, special competence or special consideration beyond job requirements.

## **ARTICLE IV**

### **Management Rights**

1. The Union recognizes management's rights 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 operation.

3. Any employee who is discharged shall be furnished a written statement of reason(s) for such discharge no later than five (5) working 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.

4. If any employee is unjustly discharged, the employee shall be reinstated without loss of seniority or rank and without salary reduction. The Joint Industry Grievance Committee or the

Arbitrator may determine whether, and to what extent, the employee shall be compensated by the Employer for time lost.

5. In circumstances where the managing agent demands the removal of an employee from further employment in a building, but where there is not cause to terminate the employee, the Union will continue to work with signatory Employers to reach a mutually satisfactory resolution of the dispute, and to that end, will agree, in appropriate circumstances, to the transfer of the employee in question to another building, within the same county, without loss of pay or benefits.

## **ARTICLE V**

### **Grievance Procedure**

It is agreed that harmonious relations between the parties require the efficient disposition of grievances.

There shall be a Joint Industry Grievance Committee and a grievance procedure:

1. To try to decide all issues not covered by, and not inconsistent with, any provision of this Agreement and which are not required to be arbitrated under its terms.

2. To try to decide without arbitration, any issue between the parties which, under this Agreement, they must submit to the Arbitrator.

3. The grievance may first be taken up between a representative of management and a representative of the Union. If it is not settled, it may be filed for arbitration.

4. 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.

5. The grievance shall be simultaneously submitted to the Joint Industry Grievance Committee when the grievance is filed.

6. The Committee shall be composed of representatives of the Union and the RAB, who may be present at any meeting. It shall be the function of the Committee to seek and encourage the settlement of all disputes brought before it. Except in extraordinary circumstances, the parties will participate in a Committee meeting before a grievance proceeds to arbitration, and the scheduling of a Committee meeting shall not delay arbitration. If the Committee meeting is not held before the arbitration date, the meeting will be cancelled.

7. Any grievance, except as otherwise provided herein and except a grievance involving basic wage violations and Pension, Health, Training, Legal and SRSP contributions shall be presented to the RAB in writing within 120 days of its occurrence, except for grievances involving suspension without pay or discharge which shall be presented within 15 days, unless the Employer agrees to an extension. The Arbitrator shall have the authority to extend the above time limitations for good cause shown.

8. For grievances arising during the first two (2) months of employment the presentation period referred to in Section 7 of this Article shall be 240 days.

## **ARTICLE VI**

### **Arbitration**

1. 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.

2. A hearing shall be initially scheduled within two (2) to fifteen (15) working days after either the Union or the RAB has served written notice upon the Office of the Contract Arbitrator, with copy to the other party, of any issue to be submitted. The Arbitrator's oath-taking, and the period, and the requirements for service of notice in the form prescribed by statute are hereby waived. A written award shall be made by the Arbitrator within thirty (30) days after the hearing closes, except in arbitrations involving a superintendent where the Arbitrator shall have ten (10) days to issue an award. If an award is not timely rendered, either the Union or the RAB may demand in writing of the Arbitrator that the award must be made within ten (10) more days. If no decision is rendered within that time, either the Union or the RAB may notify the Arbitrator of the termination of the Arbitrator's office as to all issues submitted in that proceeding. By mutual consent of the Union and the RAB 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.

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

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

There shall be an expedited arbitration procedure where the contract so provides which shall require the Arbitrator to hear and determine the matter within four (4) weeks after the demand for arbitration is filed.

Due written notice means mailing, faxing or hand delivery to the address of the Employer furnished to the Union by the RAB.

In the event that the Union appears at an arbitration without the grievant, the Arbitrator shall conduct the hearing, provided it is not adjourned. The Arbitrator shall decide the case based upon the evidence adduced at the hearing.

3. 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. In any proceeding to confirm an award



of the Arbitrator, service may be made by registered or certified mail, within or without the State of New York, as the case may be.

4. Should either party fail to abide by an arbitration award within two (2) 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.

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

6. 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 the employee's regularly scheduled hours during attendance at such hearing. This provision shall be limited to one employee witness.

7. The RAB shall be deemed a party to any proceeding under this Article.

8. The parties have agreed to an Office of the Contract Arbitrator. The Union and the RAB have appointed the following Panel of Arbitrators:

John Anner  
Stuart Bauchner  
Melissa Biren  
Dean Burrell  
Howard C. Edelman  
Deborah Gaines  
Gary Kendellen  
Randi Lowitt  
Earl Pfeffer  
Haydee Rosario  
David Reilly  
William Schechter  
Julie Torrey

All cases involving a Superintendent or Resident Manager shall be assigned to Arbitrators John Anner or David Reilly.

Upon thirty (30) days written notice to each other, either the Union or the RAB may terminate the services of any Arbitrator on the panel. Successor or additional Arbitrators shall be appointed by mutual agreement of the Union and the RAB. In the event of the removal, death or resignation of all of the Arbitrators, the successors or temporary substitute shall be chosen by the Union and the RAB. If the parties are unable to agree on a successor, then the Chairman of the New York State Employment Relations Board

shall appoint a successor after consultation with the parties.

The cost of the Office of the Contract Arbitrator shall be shared in a manner determined by the Union and the RAB.

## **ARTICLE VII**

### **No Strikes or Lockouts**

1. There shall be no work stoppage, strike, lockout or picketing except as provided in Sections 2, 3, and 4 of this Article. If this provision is violated, the matter may be submitted immediately to the Arbitrator.

In the event of an alleged violation of this Article, the RAB or the Union may, by telegram, request an immediate arbitration. The Office of the Contract Arbitrator shall schedule a hearing on the alleged violation within 24 hours after receipt of said telegram. The Arbitrator shall issue an award determining whether or not said alleged strike or lockout is in violation of the collective bargaining agreement and award appropriate remedy. This is a procedural provision intended only to bring the arbitration on more quickly.

The employee recognizes the singular duties owed to the Employer and agrees that there shall be no exception to this rule.

2. If a judgment or Arbitrator's award against the Employer for Health, Pension, Training, Legal and SRSP Fund payments or wages or an award or judgment against a contractor for these or other payments is not complied with within three (3) weeks after such award is sent by registered or certified mail to the Employer or contractor 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 thereby 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. Except as otherwise provided in this Article, should either party fail to abide by an arbitration award within three (3) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, bring an action at law to enforce such award. Should either party commence such suit it shall be entitled, if it succeeds, to receive from the other party all reasonable expenses for counsel fees and court costs. Should either party fail to abide by an arbitration award and fail to commence an action in court to vacate such award within three (3) weeks after such award is served as provided above, the aggrieved party shall have the right to

strike and compel payment of lost wages to any employee engaged in strike activity or lockout without affecting the other terms and conditions of the Agreement.

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

5. 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 the violation.

6. Labor Peace Committee – In the interest of labor peace, and in recognition of the relationship between the New York City Real Estate Industry and the Union, the Union President, and the RAB President, or their designees, and such other persons as they may mutually designate (including representatives of any interested employers) shall convene on a quarterly basis, or at the request of either President, to discuss any labor disputes, of which they are aware, with Employers. Both parties shall use their best efforts to notify the other party of such

disputes in advance in order to provide an adequate opportunity to seek to resolve such disputes.

**ARTICLE VIII**  
**Signatory Buildings**  
**Multi Employer Bargaining**

This Agreement may be adopted by any apartment building in New York, at any time on or before July 20, 2018, by filing with the Union through the RAB its written assent to this Agreement, except that the Union may refuse any assent if the building is already bound by reason of an existing agreement with the Union.

1. If there is a bona fide sale or other transfer of title of any member building, or a change of control through a lease, or in the case of a noncorporate ownership, if any person or persons completely divest themselves of ownership or control by any arrangement, the successors in ownership or control may, unless they have otherwise indicated their intention not to be bound by this Agreement, join the RAB and adopt the contract within thirty (30) days after such acquisition, provided:

(a) The building is not already bound by another agreement.

(b) Written notice is given to the Union within five (5) days after joining the RAB. Notice shall be given by hand delivery or postmarked not later than the fifth business day.

(c) If the building was covered by any agreement, (1) during such period there is no layoff or change in wages, hours, terms or conditions of employment therein; (2) the new owner or transferee recognizes employee seniority and vacation status; (3) all obligations to employees, and those pursuant to the Health, Pension, Training, Legal and/or SRSP Funds, are fully paid up to the transfer date. Any adoption by the Employer shall be deemed to be effective on the date of sale.

(d) A building being converted to cooperative or condominium ownership shall be treated as a newly acquired building upon the effective date of the declaration of the cooperative or condominium plan or transfer of title, or upon the transfer of shares to the first cooperative owners or the sale of first condominium unit, whichever is later.

(e) Any Employer signatory to an agreement with the Union other than this Agreement shall remain bound to the terms of that agreement until its expiration date. If such Employer joins the RAB it may adopt the RAB contract and be fully covered by the terms of the RAB Agreement after

expiration of its other agreement and before execution of a new contract provided:

(1) Notice in writing is given to the Union of such adoption prior to the expiration of the other contract,

(2) Such Employer is not in default under the other contract, and

(3) The RAB approves such membership.

2. With respect to newly organized, newly constructed buildings, or remodeled buildings that are tenant occupied, the Employer shall have thirty (30) days to file a commitment to this Agreement after the Union serves a representation notice on the Employer with a showing of majority status of the existing employees, with a copy to the RAB.

Where the time limits provided for in this Article are not complied with, this Agreement shall not be applicable to such building unless the Union agrees to same in writing.

3. This Article notwithstanding, the Union may refuse to accept any building: (a) until it represents a majority of the building service employees; (b) where contributions for Pension, Health, Legal, Training and SRSP Funds are in default for three (3) months or more from the date payment was due; or (c) where an award of the Arbitrator has not been complied with. The right of



refusal shall not be exercised in order to require the building to become a party to any other agreement. Before so refusing any building or taking any further action, the Union shall notify the RAB in writing.

The Union shall not refuse or reject an assent to this Agreement pursuant to any provisions of this Article unless and until the President of the Union and the President of the RAB, or their designees, have conferred in an effort to resolve any concerns with respect to the pending assent.

4. In the event an Employer intends to terminate its employer-employee relationship under this Agreement, then the Employer shall give the Union and the RAB reasonable written notice prior to the effective date thereof and upon the request of the Union, the Employer shall meet with the Union to negotiate the impact of such termination upon the employees involved. The obligation to negotiate shall be subject to arbitration but failure to agree on the impact shall not be subject to arbitration.

In the event of a change of Employer in a building, the RAB shall use its best efforts to have the succeeding Employer join the RAB and become bound by the terms of this Agreement.

In the event an Employer terminates an employee or employees because of a change in

ownership, operation, or control of a building or buildings, and such employee(s) are not offered employment or are not employed by the succeeding Employer in the building or buildings at the then existing wages, hours and working conditions, the terminated employee(s) shall receive severance pay in the amount of six (6) months' pay, in addition to any other accrued payments due under this Agreement.

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 or rules which may be applicable.

5. In the event that the Union enters into a contract, or contracts, or enters into renewals or modifications of a contract, or contracts with any Employer(s) covering apartment buildings which contain new or revised economic terms or other conditions which are effective on or after June 21, 2018, which economic terms or conditions are more favorable to such Employer(s) than the terms contained in this Agreement, the RAB and all its member buildings shall be entitled to and may

have the full benefit of any and all of such more favorable terms, upon notification to the Union. This provision may be waived in writing for good cause shown by the President of the RAB and the President of the Union, or their designees.

This provision shall not apply to:

(a) Newly organized buildings during their first contract period;

(b) Buildings in bankruptcy;

(c) Buildings in receivership;

(d) Employees who are solely and exclusively security guards;

(e) One person buildings;

(f) Hardship buildings granted relief in accordance with the terms of this Agreement; and

(g) Buildings located outside of Brooklyn, Queens, Manhattan and Staten Island.

The Union shall furnish the RAB a list of present agreements which are more favorable to the Employer than this Agreement.

Any Employer claiming financial hardship in operating a building may request a hearing before a Special Committee consisting of the President of the Union and the President of the RAB, or their designees. At such hearing, the Employer shall

present proof of financial hardship, including, without limitation, financial statements. The Committee may grant or deny in whole or in part relief from the provisions of this contract. This provision shall not be subject to grievance and arbitration.

6. Upon request of the President of the RAB, the Union shall provide copies of any agreements outside of Brooklyn, Manhattan, Staten Island or Queens that are more favorable to the Employer than the terms of this Agreement.

**ARTICLE IX**  
**Health, Pension, Training, Legal**  
**and SRSP Funds**

**A. HEALTH FUND**

1. The Employer shall make contributions to 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 its employees as it 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 a change 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 Fund \$18,494.44 per year for each covered employee, payable when and how the Trustees determine.

Effective January 1, 2019 the rate of contribution to the Fund shall be increased to \$19,790.80 per employee per year.

3. Except as qualified by Article III, Section 3 of this Agreement with respect to group life insurance, any Employer who becomes party to this Agreement and who has a plan in effect immediately prior thereto, which provides health benefits, the equivalent or better than the benefits provided for herein, and the cost of which to the Employer is at least as great, may upon agreement of the Union and the RAB, cover its employees under its existing plan in lieu of this Fund.

If any future applicable legislation is enacted there shall be no duplication or cumulation of coverage and the parties will negotiate such changes as may be required by law.

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. Health Fund Study Committee

The RAB and the Union reaffirm their strong commitment to continue the work of the Health

Fund Study Committee to evaluate the Building Service 32BJ Health Fund benefits and operations, with the goal being to recommend to the Trustees ways for the Health Fund to continuously save money on medical, administrative and other costs associated with the Health Fund while maintaining high quality of care for Health Fund participants. The bargaining parties have already accepted the previous recommendations of the Health Fund Study Committee to save the Health Fund at least \$70 million per year in costs commencing no later than January 1, 2012 and recommended to the Health Fund Trustees, who acted upon the recommendations, to take all legal action necessary so that (i) such recommended savings measures are implemented by the Health Fund; (ii) the Health Fund reserves do not fall below an amount equivalent to no less than six (6) full months of benefit costs and operating expenses; (iii) such measures shall not thereafter be modified absent unanimous agreement of the Trustees; and (iv) such measures are made with the intent of being permanent and within the purposes of the aforementioned cost savings. The provisions of subsections (ii) through (iv) of the prior sentence shall continue to apply to any new recommended savings measures that are implemented by the Health Fund pursuant to this Section. The Health Fund Study Committee shall meet regularly, and



on an ongoing basis, to continue to monitor and review Health Fund expenditures and trends, to evaluate and consider best practices and developments in cost-effective methods of providing quality benefits for the purposes of continuing to ensure that substantial savings are being realized and to recommend any and all appropriate measures to modify or modulate cost-trends, and to make recommendations to the collective bargaining parties and/or Fund Trustees regarding potential actions including, without limitation, for further savings. The Health Fund Study Committee shall be comprised of the President of the RAB and the President of the Union, or their designees, and the RAB and Union shall be represented in equal numbers.

Notwithstanding the foregoing, the Health Fund Study Committee will meet regularly once a quarter to review a report from the Health Fund staff of material items of Fund revenues and expenses for the prior six-month period and anything else deemed appropriate by Fund staff. In addition, the Health Fund staff will also notify the Health Fund Study Committee as soon as possible upon the occurrence of any extraordinary event(s) or other information that is reasonably likely to have a material adverse effect on the revenues and/or expenses of the Fund in the future (“Extraordinary Event”), and the Health Fund

Study Committee will hold a special meeting shortly after such notification. In advance of any such special meeting (or at any regular quarterly meeting in which an Extraordinary Event is to be reported), the Health Fund Study Committee shall require the Health Fund Benefit Consultant and Fund staff to provide the Committee with such information and projections (including options for measures to be taken to save money on medical and hospital costs and/or changes that can adopted to the Fund's plan of benefits) as is deemed necessary by the Health Fund Study Committee for such meeting. At such meeting the Health Fund Study Committee shall negotiate as to the appropriate actions, if any, they agree to jointly recommend to the Trustees for adoption to address the circumstances raised by such Extraordinary Event.

6. 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 IX, Section F (4). 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 dead lock 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 who are 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 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 to provide benefits equivalent or superior to those provided under the Building Service 32BJ Pension Plan, it may continue such 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. Any Employer who becomes party to this Agreement and who immediately prior thereto has a pension plan in effect which provides benefits equivalent to or better than the benefits provided herein, may, upon agreement of the Union and RAB, cover its employees under its existing plan

in lieu of this Fund and be relieved of the obligation to make contributions to the Fund for the period of such other coverage.

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 or any of them, the Union and the RAB 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 Section 5 of this Article. 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 is 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 parties 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 the 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, 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.

### **C. TRAINING, SCHOLARSHIP AND SAFETY FUND**

The Employer shall make contributions to a training and scholarship trust fund known as the “Thomas Shortman Training, Scholarship and Safety 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. Effective June 21, 2018, the rate of contributions to the Thomas Shortman Training, Scholarship and Safety Fund shall be \$169.60 per year for each covered employee, payable when and how the Trustees determine.

#### **D. GROUP PREPAID LEGAL FUND**

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. Effective January 1, 2019, the rate of contributions to the Legal Fund shall be \$199.60 per employee per year, payable when and how the Trustees determine.

#### **E. SUPPLEMENTAL RETIREMENT AND SAVINGS (SRSP) FUND**

The Employer shall make contributions to a trust fund known as the “Building Service 32BJ Supplemental Retirement and Savings Plan Fund” to cover bargaining unit employees 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 June 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 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, 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 25 years of service, provided, however, that if as a result of the 2020 Commercial Building Agreement such employees receive additional pension benefits for years of service in excess of 25, 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 parties shall direct the Trustees of the SRSF to 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 RAB and the Union shall develop a form of an agreement to be used for the implementation of such additional contributions, which shall be recommended to the Trustees.

#### **F. PROVISIONS 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 of collection, including but not limited to counsel fees, arbitration costs, fees and court costs.

Any Employer regularly or consistently delinquent in Health, Pension, Training, Legal and SRSP Fund payments 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. 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. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform 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 President of the Union and the RAB's President.

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

4. 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 Commercial Building Agreement to succeed the presently effective 2016 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 (including for this purpose any such contributions that would be payable if not for the reductions thereof by virtue of the application of the provisions of Section A.4 or Section B.7 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 (including for this purpose any such contributions that would be payable if not for the reductions thereof by virtue of the application of the provisions of Section A.4 or Section B.7 effective anytime in 2021) shall not otherwise exceed \$18.31 per week per employee.

5. 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 any calendar year to allocate any portion of the scheduled contributions in any of the Funds to any other Funds.

**ARTICLE X**  
**Disability Benefits Law**  
**Unemployment Insurance Law**

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

2. Failure to so cover employees makes the Employer liable to an employee for all loss of benefits and insurance.

3. 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.

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

5. Any employee required to attend such employee's Workers' Compensation hearing shall be paid for the employee's regularly scheduled hours during such attendance.

6. Any cost incurred by the Union to enforce the provisions of this Article shall be borne by the Employer.

7. The Parties agree to establish a committee under the auspices of the Building Service 32BJ Health Fund to investigate and report on the

feasibility of self-insuring disability and unemployment benefits.

8. 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.

## **ARTICLE XI**

### **Sickness Benefits**

1. 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.

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 illnesses 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 the 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.

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

3. 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 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 statutory leaves of absence (excluding any time permitted by the Employer to attend 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.

4. For the purpose of this Article, 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.

5. All payments set forth in this Article 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.

6. 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 § 20-911 *et seq.* Therefore, the provisions of that Act are hereby waived.



**ARTICLE XII**  
**Building Acquisition by Public Authority**

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 payments, the amounts thereof shall be liens upon any condemnation award or on any amount received by such last owner.

**ARTICLE XIII**  
**Wages and Hours**

1. (a) Effective June 21, 2018, Superintendents and Resident Managers covered by this Agreement shall receive a weekly wage increase of \$26.00 (65¢ for each regular straight time hour worked) and the minimum wage shall be increased accordingly.

The minimum wage rate effective June 21, 2018 for Resident Managers and/or

Superintendents covered by this Agreement shall be supplied in writing to the Union.

(b) Effective June 21, 2019, Superintendents and Resident Managers covered hereunder shall receive a weekly wage increase of \$26.00 (65¢ for each regular straight time hour worked) and the minimum wage shall be increased accordingly.

(c) Effective June 21, 2020, Superintendents and Resident Managers covered hereunder shall receive a weekly wage increase of \$33.00 (82.5¢ for each regular straight time hour worked) and the minimum wage shall be increased accordingly.

(d) Effective June 21, 2021, Superintendents and Resident Managers covered hereunder shall receive a weekly wage increase of \$35.00 (87.5¢ for each regular straight time hour worked) and the minimum wage shall be increased accordingly.

(e) Effective June 21, 2019, 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 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 workweek commencing after April 21, 2019. In no event shall said increase pursuant to this pro-vision

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 June 21, 2020, 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 to February 2020, 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 workweek 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%, 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 June 21, 2021, 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 to February 2021 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. 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.

2. (a) The standard workweek shall consist of five days (40 hours) but the two (2) days off in such workweek need not be consecutive. 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 scheduled days off.

(b) In all other respects the building's present practices as to the Superintendent's duties shall continue and, as heretofore, the Superintendent shall take care of emergencies. If required by the Employer to perform other than emergency work on their days off, the Superintendent shall receive equivalent time off during the same workweek or a day's pay at the time and one-half rate, as the case may be, by agreement between the Employer and Superintendent. 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 do work in conflict with law.

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

(e) The value of any apartment or room which the employee occupies as a condition of employment and the value of normal gas, electric and business telephone supplied to such employee shall not be treated or included for any purpose as part of the wage, remuneration or income of such employee.

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

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

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

**ARTICLE XIV**  
**Job Security, Severance Pay &**  
**Coverage of Agreement**

**A. JOB SECURITY AND SEVERANCE  
PAY**

1. If the building is demolished or there is a bona fide transfer of title or leasehold resulting in a substantial change in the beneficial interest in the building, the Employer will pay the Superintendent on or about the date of demolition or transfer of title the severance pay provided for below, plus accrued vacation credits, unless the Employer offers an equivalent position in the same or in another building without loss of seniority. If the Employer does not offer such an equivalent position and the Superintendent receives severance pay, and if the new Employer continues the Superintendent on the job and becomes party to this Agreement, seniority for severance pay purposes shall be computed from the date of transfer of title or change in beneficial interest.

2. If the Employer discharges the Superintendent for reasons other than those set

forth in Section 5 below, the Employer shall give the Superintendent thirty (30) days' written notice by registered mail or personal service to vacate the apartment the Superintendent occupies in the building. If the Superintendent's discharge is not contested, the Superintendent shall receive an additional thirty (30) days to vacate the Superintendent's apartment. If Superintendents are required to do any work during this notice period, they shall be paid at their regular rate of pay.

If the Superintendent voluntarily vacates said apartment within thirty (30) days after notice (sixty (60) days if discharge is not contested), the Superintendent shall receive severance pay or moving expenses on the following basis according to length of service:

Less than 6 months ....	\$1,000.00 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 the dismissal, or the Superintendent's conduct constituted a willful or substantial violation of the obligations of such Superintendent's employment, but this limitation shall not apply to moving expenses.

3. The Union may question the propriety of the termination of the Superintendent's services and demand reinstatement to the job, or severance pay, if any, as the case may be, by filing a grievance within fifteen (15) calendar days following receipt by the Superintendent of the notice to vacate, on the charge that the Employer acted arbitrarily; 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 fiduciary and management responsibilities and to the need for cooperation between the Superintendent and the Employer.

4. The Employer's notice to the Superintendent to vacate the 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; 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 Employer shall commence an eviction proceeding, or seek to collect use and occupancy prior to an arbitrator's award, provided that the Superintendent agrees in writing not to contest an eviction proceeding in the event that the arbitrator has upheld the discharge. There shall be no interruption of utilities or other essential services to the Superintendent's apartment prior to the date an arbitrator's award ordering such Superintendent to vacate the Superintendent's apartment.

5. The Employer, by written notice served personally or by registered mail, may require the

Superintendent to vacate the Superintendent's living premises immediately in exceptional cases where a 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.

6. The provision for arbitration of discharge shall not apply for the first six (6) months of a Superintendent's employment. Upon agreement between the Union and the Employer with respect to any individual Superintendent or Resident Manager, the provision for arbitration of discharge shall not apply for an additional six (6) months of a Superintendent's or Resident Manager's employment. For grievances arising during the first two (2) months of employment, the presentation period referred to in Article V, Section 7 shall be 240 days.

7. Any Superintendent resigning or terminated because of physical or mental inability to perform duties shall receive severance pay in addition to accrued vacation credits based upon the schedule provided in this Article.

Such a Superintendent may resign and receive severance pay if the Superintendent submits a valid certification of disability at the time of resignation from the Social Security Administration.

## **B. COVERAGE OF AGREEMENT**

1. All Superintendents for whom the Union is the collective bargaining agent are covered under this Agreement unless they are covered by the Apartment Building Agreement.

Effective immediately, the assents for the Apartment Building Agreement and Resident Managers Agreement shall be submitted in one form.

2. Superintendents employed in buildings with six (6) or more employees shall hereafter be covered by the Resident Managers Agreement except that incumbent Superintendents previously covered by the Apartment Building Agreement shall continue to receive wage increases on dates set forth by the Apartment Building Agreement. Successor Superintendents shall receive increases set forth by the Resident Managers Agreement.

3. Buildings included in Section 2 hereof shall cease to be covered by the Resident Managers Agreement and the Superintendents in such buildings shall thereafter be covered by the

Apartment Building Agreement if during the life of this Agreement the work force in such buildings drops below six (6) including the Superintendent.

4. The provisions of Section 2 hereof to the contrary notwithstanding, any building with fewer than six (6) building service employees, including the Superintendent, which was covered by the 2014 Resident Managers Agreement shall be covered by the 2018 Resident Managers Agreement for the Superintendent until one of the following occurs:

- (a) Legal title of the building is transferred
- (b) There is a change in Employer
- (c) There is a change in Superintendent
- (d) There is a reduction in force

(e) There is a violation of Article II of this Agreement.

Immediately upon the occurrence of any of the above events, the building shall be covered by the Working Superintendents provision of the 2018 Apartment Building Agreement for the Superintendent.

If as a result of one of the above events there is a new Employer, such Employer shall not have access to the 2018 Resident Managers Agreement for the Superintendent.

5. Buildings which do not fall within Section 2 hereof, will be covered by the Working Superintendents section of the 2018 Apartment Building Agreement regardless of the size of the work force.

6. (a) Resident Managers will not perform the duties of apartment building employees on strike after the expiration of the 2018 Apartment Building Agreement except for:

(1) Emergencies involving health and safety of the building.

(2) Work which the Resident Manager normally performs during non-strike periods.

(b) Violation of Section 6(a) hereof will cancel the existing Resident Managers Agreement for the building in which the violation occurs and the Resident Manager will be covered by the successor RAB Working Superintendent section of the Apartment Building Agreement for the term of such successor agreement.

7. The Union will not interfere with Resident Managers in the performance of their assigned non-bargaining unit duties. The bargaining unit referred to herein is the unit under the 2018 Apartment Building Agreement.

## **ARTICLE XV**

### **Joint Industry Advancement Project**

The Union and the RAB recognize that they have a common interest in pursuing efforts that will promote development and growth in the real estate industry, as growth and development (1) create a favorable business environment for real estate industry employers and provide enhanced job opportunities; (2) strengthen communities and New York City's economy; and (3) provide a path for a viable future for New York City. The Union and the RAB agree to establish this Joint Industry Advancement Project to further their common interest, upon the following terms:

1. The Project will be directed by ten (10) directors, five (5) appointed by the Union and five (5) appointed by the RAB. The board of directors shall have two (2) co-chairs, one appointed by the Union and one appointed by the RAB. The Directors may be replaced at will by the respective appointing parties. Each party may appoint alternate Directors.

2. The Board of Directors of the Project shall meet at least quarterly, or more frequently if the co-chairs so direct. No action may be taken by the Project except upon unanimous consent. Voting shall be by blocks, the five Union-

appointed Directors collectively shall cast one vote, and the five (5) RAB-appointed Directors collectively shall cast one vote.

3. The Project may hire employees and contract for services, including accounting and legal services, provided that no financial, contractual or other obligation may be incurred by the Project except upon a vote of the Directors, as provided in paragraph 2.

4. The Union and the RAB may contribute funds and/or provide assistance to the Project upon such terms as are agreed to jointly by the RAB and the Union.

5. The actions which the Project may undertake shall include, without limitation, monitoring of and/or involvement with issues of mutual interest to the industry and union in legislative, governmental or regulatory forums, at the local, state or national level (“Mutual Issues”) as well as education, research, advertising, and/or publicity for the purpose of enhancing development and growth of the real estate industry. What is included in Mutual Issues shall be discussed and defined by the parties. The parties may add to or delete from the list of Mutual Issues from time to time as they mutually agree.

6. Either in discussions among Directors of the Project, or otherwise, the Union and the RAB

commit to disclosing in good faith their respective views and positions on issues of importance to the real estate industry or the Union.

7. The Union and the RAB agree that they shall refrain, insofar as practicable and except as warranted by a change of circumstances, from taking positions on issues contrary to the positions taken by the Project.

8. To facilitate good faith coordination, accountability and transparency on Mutual Issues, the RAB directors and the Union directors, shall on an annual basis, on or before January 31 of each year, report in writing to each other as to the Mutual Issues they have worked on during the past year, whether independently or together (the "JTAP Report"). The parties shall exchange their respective JTAP Reports prior to the first quarterly meeting of the year, and shall review them together at that meeting, with the goals being to identify better ways of working together and transparently communicating with each other, particularly where there are divergent viewpoints. The JTAP Reports also shall be utilized to set the Committee's agenda for the coming year.

9. Neither party shall propose any legislation or regulation (including without limitation any amendment or revision to existing legislation or regulation) on Mutual Issues to any governmental



body of any kind without having given written notice to the other party of the concepts on which such legislation or regulation is based (“Legislative Concepts”). Such written notice shall disclose the material details of the Legislative Concepts. The Union’s notice shall be sent to the President of the RAB. The RAB’s notice shall be sent to the President of the Union. The parties shall discuss the Legislative Concepts at their next scheduled quarterly meeting or at a special meeting which shall be requested at least 30 days before the legislation is transmitted, orally or in writing, to any governmental body. Notwithstanding the foregoing, the parties intend that they will discuss prospective Legislative Concepts before they decide to transmit it to any governmental body in order that they may solicit and endeavor to accommodate the views of the other party.

10. This Project may be terminated by either the RAB or the Union on thirty (30) days’ notice to the other party. Any assets or liabilities of the Project at the time of termination shall be allocated equally to the RAB and the Union.

## **ARTICLE XVI**

### **New Development**

The Union and the RAB recognize (1) that real estate development strengthens communities and enhances New York's economy; (2) that the economics of developments are complex and not uniform; and (3) that successful development is important to all stakeholders, and to the people of the City of New York. Therefore, the parties shall establish a sitting New Development Committee whose members shall determine, on a project-by-project basis, wage and benefit standards that accord with the needs of the parties and are consistent with applicable law for employees in newly constructed buildings. Any such standards shall be determined only upon the mutual agreement of the Union and the RAB. Any action or inaction of the committee shall not be reviewable in any forum. The committee shall be comprised of an equal number of persons appointed by the President of the Union and the President of the RAB.

## ARTICLE XVII General Clauses

### 1. *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 giving the greatest amount.

2. *Holidays* – The following are the recognized contract holidays:

<b>HOLIDAY</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
New Year's Day		Jan. 1 Tues.	Jan. 1 Wed.	Jan. 1 Fri.	Jan. 1 Sat.
Martin Luther King Day		Jan. 21 Mon.	Jan. 20 Mon.	Jan. 18 Mon.	Jan. 17 Mon.
Presidents' Day		Feb. 18 Mon.	Feb. 17 Mon.	Feb. 15 Mon.	Feb. 21 Mon.
Memorial Day		May 27 Mon.	May 25 Mon.	May 31 Mon.	May 30 Mon.
Independence Day	July 4 Wed.	July 4 Thurs.	July 4 Sat.	July 4 Sun.	
Labor Day	Sept. 3 Mon.	Sept. 2 Mon.	Sept. 7 Mon.	Sept. 6 Mon.	

Columbus Day	Oct. 8 Mon.	Oct. 14 Mon.	Oct. 12 Mon.	Oct. 11 Mon.
Election Day	Nov. 6 Tues.	Nov. 5 Tues.	Nov. 3 Tues.	Nov. 2 Tues.
Thanksgiving Day	Nov. 22 Thurs.	Nov. 28 Thurs.	Nov. 26 Thurs.	Nov. 25 Thurs.
Christmas Day	Dec. 25 Tues.	Dec. 25 Wed.	Dec. 25 Fri.	Dec. 25 Sat.

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

<b>HOLIDAY</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Lincoln's Birthday		Feb. 12 Tues.	Feb. 12 Wed.	Feb. 12 Fri.	Feb. 12 Sat.
Good Friday		Apr. 19 Fri.	Apr. 10 Fri.	Apr. 2 Fri.	Apr. 15 Fri.
Eid al-Fitr		June 5 Wed.	May 24 Sun.	May 13 Thurs.	May 3 Tues.
September 11	Sept. 11 Tues.	Sept. 11 Wed.	Sept. 11 Fri.	Sept. 11 Sat.	
Yom Kippur	Sept. 19 Wed.	Oct. 9 Wed.	Sept. 28 Mon.	Sept. 16 Thurs.	
Veterans Day	Nov. 11 Sun.	Nov. 11 Mon.	Nov. 11 Wed.	Nov. 11 Thurs.	

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 regular straight time hourly rates for the normal eight (8) hour working day not worked, and if required to work on a holiday, shall receive in addition to the pay above mentioned, premium pay at the rate of time and one-half their regular straight-time hourly rate of pay for each hour worked with a minimum of four (4) hours premium pay. Any employee who is required to work on a holiday beyond eight (8) hours shall continue to receive the compensation above provided for holiday work, namely pay at the employee's regular straight-time rate plus premium pay at time and one-half the employee's regular straight-time rate.

Any regular full-time employee ill in any payroll week in which a holiday falls is entitled to holiday pay or corresponding time off (meaning one day) if the employee worked at least one (1) day during the said payroll week.

Any regular full-time employee whose regular day(s) off falls on a holiday, shall receive an additional day's pay therefore or at the option of the Employer, an extra workday off within ten (10) days immediately preceding or succeeding the holiday. If the employee receives the extra day off before the holiday and employment is terminated for any reason whatever, the employee shall not be required to compensate the Employer for that day.

Holiday Substitution Committee. The parties shall form a joint committee to evaluate the potential substitution of personal days for holidays provided under Article XVII, Section 2. The Committee shall be empowered to consider and/or implement a pilot program at selected buildings, select holidays appropriate for substituting, and establish guidelines for the scheduling of personal days.

### *3. Personal Day*

All employees shall receive a personal day in each contract year. This personal day is in addition to the holidays listed in paragraph 2 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.

#### *4. Voting Time*

Election Day is a recognized holiday and any employee who is required to work 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 regular straight-time idle pay, but shall not be considered as hours actually worked for the purpose of premium pay.

#### *5. 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 day before.

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.

The Union recognizes that certain employees and Employers desire to utilize a bi-weekly payroll schedule. Employers recognize that bi-weekly pay may create hardships for certain employees. The parties have previously agreed to create an industry-wide committee to study the bi-weekly pay issue. The industry-wide committee is now authorized to conduct pilot programs instituting bi-weekly pay at any selected residential building(s) where the Union and the Employer agree to institute bi-weekly pay. If bi-weekly pay is permitted under the Commercial Building



Agreement, then it should be permitted under this Agreement.

### 6. *Vacations*

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
1 Year .....	2 weeks
5 Years.....	3 weeks
15 Years.....	4 weeks
21 Years.....	21 working days
22 Years.....	22 working days
23 Years.....	23 working days
24 Years.....	24 working days
25 Years.....	5 weeks

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

Regular days off and contract holidays falling during the vacation period shall not be counted. If a contract holiday falls during the employee's vacation period, the employee 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 a vacation.

Vacation wages shall be paid prior to the vacation period unless otherwise requested by the employee, who is entitled to actual vacation and who 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.

When compatible with the proper operation of the building, choice of vacation periods shall be according to building 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 may be taken at a separate time by mutual agreement of the Employer and the 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 other than the period when the employee takes the rest of the employee's vacation.

Any employee leaving their 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 the employee's employment if later employed) to the date of their leaving. Any employee who has received a vacation during the previous vacation period (May 1st through September 15th) and who leaves their job during the next vacation period under circumstances which entitled such employee to vacation accrual rights, shall be entitled to full vacation accrual allowances instead of on the basis of the elapsed period from the previous September 16th. Any employee who has received no vacation and has worked at least six (6) months before leaving their job shall be entitled to vacation allowance equal to the vacation allowance provided above.

No employees leaving their positions of their own accord shall be entitled to accrued vacation unless they give thirty (30) working days' termination notice.

Any Employer assuming this Agreement shall be responsible for payment of vacation pay and granting of vacations required under this Agreement which may have accrued prior to the Employer taking over the building less any amounts paid or given for that vacation year. 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.

7. *Day of Rest*

Each employee shall receive at least one (1) full day of rest in every seven (7) days.

8. *Uniforms and Other Apparel*

Uniforms and work clothes where they have been required by the Employer or where necessary for the job shall be supplied and maintained by the Employer. All uniforms shall be appropriate for the season.

It is understood that 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.

9. *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.

10. *Fire and Flood Call*

Employees on fire and/or flood call shall be reimbursed for all loss of personal effects incurred in the line of duty.

11. *Eye Glasses and Union Insignia*

Employees may wear eye glasses and the Union insignia while on duty.

12. *Employment Agency Fee*

No employee shall be employed through a fee charging agency unless the Employer pays the full fee.

13. *Tools, Permits, Fines and 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.

#### *14. Military Service*

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

The Employers and the Union will cooperate in effort 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 to enter into employment in the industry.

#### *15. No Discrimination*

(A) 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. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.

(B) No-Discrimination Protocol

(1) Protocol<sup>1</sup>

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

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<sup>1</sup> The parties intend this provision to apply to all collective bargaining agreements between them superseding the Protocol language first incorporated in the 2012 Commercial Building CBA and subsequently updated CBAs.

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, 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.

(2) Mediation

(a) Whenever a Covered Claim is brought alleging that an employer has violated the No Discrimination Clause (including, without limitation, claims based on a statute relating to workplace equal opportunities), whether such a Covered Claim is made by the Union or by an individual employee, notice shall be provided by the party seeking to utilize this Protocol of such a Covered Claim (“Notice of Claim”) to the other Parties (for purposes of this section, “Parties” shall be defined as the Union, the RAB, the Employer,



and the affected employee(s)), and the matter shall be submitted to mediation, absent prior resolution through informal means. A Notice of Claim shall be filed within the applicable statutory statute of limitations, provided that if an employee has timely filed such Covered Claim in a forum provided for by statute, it will not be considered time-barred. The Notice of Claim must be filed with the administrator of the Office of the Contract Arbitrator (“OCA”), which currently has an address of 370 Seventh Avenue, Suite 301, New York, NY 10001.

(b) Promptly following receipt of the Notice of Claim, the administrator of OCA shall appoint a Mediator from the Mediation Panel described below. All mediators on the panel shall be attorneys with appropriate training and experience in the conduct of mediations and significant knowledge of employment discrimination statutes. The Mediation Panel shall be a distinct panel from the Contract Arbitrator Panel (*see* 2018 Apartment Building CBA, Article VI, Paragraph 8). A person listed on the Mediation Panel will be removed when either the Union or the RAB gives notice to the other party that such person’s name shall be removed. A person may be added to the Mediation Panel list upon mutual agreement of the Union and the RAB. The Union and RAB mutually commit to appointing mediators with appropriate skill and

experience, as they view mediation as the important step through which many Covered Claims will be resolved.

(c) OCA shall appoint a Mediator from the Mediation Panel. Such appointments shall be made by a random selection (e.g. “spinning the wheel”) of available panel members.

(d) Within 30 days of being appointed, the Mediator shall notify the Parties of the appointment and schedule a pre-mediation conference (for the purposes of this Paragraph and the remainder of this section, “Parties” refers to the bargaining unit member or Union asserting the Covered Claim, and the respondent/defendant employer and the RAB). At the conference, the Parties shall discuss such matters as they deem relevant to the mediation process, including discovery. The Mediator shall have the authority, after consulting with the Parties, to (1) schedule dates for the exchange of information and position statements prior to a mediation, and (2) schedule a date for mediation. Any disputes relating to the issues to be mediated, the exchange of information and position statements, and the date, place, and time of the mediation and any in-person, telephonic, or other meetings relating to the mediation shall be decided by the Mediator. In the event the Mediator concludes that there has not

been good faith compliance with the Mediator's directive, including directives as to the holding of conferences and the conduct of discovery, the Mediator may, after notice and an opportunity to be heard, order appropriate remedies, including monetary and other sanctions. Such remedies and sanctions may be considered by the arbitrator in a subsequent proceeding in the arbitrator's discretion.

(e) The entire mediation process, including any settlement terms proposed by the Mediator, is a compromise negotiation for the purposes of the Federal Rules of Evidence and the New York rules of evidence.

(f) At the mediation, each Party shall be entitled to present witnesses and/or documentary evidence. The Mediator shall be entitled to meet separately with each Party for the purpose of exploring settlement.

(g) At the conclusion of the mediation, the Mediator shall recommend settlement terms to the Parties on request of any Party. Neither Party shall be required to accept such a proposal.

(h) Mediation shall be completed before the Covered Claim is arbitrated on the merits. However, if the Union alleges the Covered Claim of a violation of the No Discrimination Clause, the

Union may proceed directly to arbitration without Mediation if it so chooses.

(i) The fees of the Mediator shall be split equally between the Union and the RAB. The Union and RAB shall provide language interpreters at their jointly shared cost.

(3) Arbitration

(a) The undertakings described here with respect to arbitration apply to those circumstances in which the Union has declined to arbitrate an employee's individual employment discrimination claim under the No Discrimination Clause of the CBA, including statutory claims (*i.e.*, a Covered Claim), to arbitration. The arbitration forum described here will be available to employers and employees, both those who are represented by counsel and those who are not represented by counsel.

(b) The Union and the RAB have received and vetted from the American Arbitration Association ("AAA") a list of arbitrators who (1) are attorneys, and (2) are designated by the AAA to decide employment discrimination cases. In the event that arbitration of a Covered Claim based on statutory discrimination in the circumstances described in paragraph A is sought by these parties, the list of arbitrators provided by the AAA shall be made available to the individual employee

and the RAB member employer by the administrator of OCA. The manner by which selection is made by the RAB member employer and the individual employee and the extent to which each shall bear responsibility for the costs of the arbitrator shall be decided between them. A person may be added to or removed from the Statutory Arbitration Panel list upon mutual agreement of the Union and the RAB. Any such arbitration shall be conducted pursuant to the AAA National Rules for Employment Disputes and any disputes about the manner of proceeding or the interpretation of this Protocol or the AAA Rules shall be decided by the arbitrator selected.

(c) The hearings in any such arbitration may be held at the OCA offices without charge to the parties; however, it is understood that OCA shall not be a forum for the determination of the dispute as provided for in the collective bargaining agreement, but, instead, will provide only the services set out in section (3) of this Protocol.

(d) Neither the Union nor the RAB will be a party to the arbitration described in this section (3) and the arbitrator shall not have authority to award relief that would require amendment of the CBA or other agreement(s) between the Union and the RAB or conflict with any provision of any CBAs or such other agreement(s). Any mediation and/or

arbitration outcome shall have no precedential value with respect to the interpretation of the CBAs or other agreement(s) between the Union and the RAB.

(4) Mandatory Written Notification Before Union Members Attempt to Bring Any Covered Claim in Court, and Remedies for Failing to Provide Notice

(a) The RAB and the Union have established the foregoing Protocol to provide interested parties a means to rapidly resolve or hear on the merits Covered Claims fairly. To make this system most effective, it is a mandatory prerequisite before any bargaining unit member attempts to file a Covered Claim in any court that the bargaining unit member (personally or through the bargaining unit member's attorney) notify in writing the RAB and the Employer that the Employee is attempting to bypass the Protocol process. The notice required by this section (the "Bypass Notice") shall specify the Covered Claim(s) alleged with sufficient detail, the court where the action is to be filed, and the reason(s) for attempting to bypass the Protocol process.

(b) A copy of the Bypass Notice must be sent to: (a) the Employer and (b) the Realty Advisory Board on Labor Relations, Inc., One Penn Plaza, Suite 2110, New York, NY 10119.

(c) Absent compelling good cause, the Bypass Notice must be mailed by first-class certified mail, return receipt requested at least 60 days before the bargaining unit member plans to commence a lawsuit in any court.

(d) Providing the Bypass Notice is a condition precedent prior to bringing a Covered Claim in any forum.

(e) Nothing contained in this Protocol will limit an employer or the RAB's remedies in the event of a breach of the Protocol or the CBA by an individual asserting a Covered Claim.

(C) (1) The parties hereby reaffirm their longstanding mutual commitment to prevent harassment and discrimination in the workplace, including discrimination based on sex, gender, race, age, ethnicity, disability, and any other legally protected categories. To that end, and in effort to implement the parties' commitment, the parties mandate that the Diversity and Respect Committee (the "Committee") meet to discuss the prevention of discrimination and harassment in the residential building workplace, including through training of employees to prevent sexual and other forms of harassment, discrimination and retaliation in the workplace, and the elimination of adverse treatment that is the product of bias, whether conscious or unconscious. The parties intend that

the training shall be no less extensive than that required by law (*see, e.g.*, the New York State law on training and other anti-sexual harassment measures). The parties recommend to the Trustees of the Thomas Shortman Training, Scholarship and Safety Fund (the “Fund”) that Fund staff and the Fund’s Curriculum Committee develop and provide anti-harassment, anti-discrimination, anti-bias and anti-retaliation training. Such training may be coordinated with the Fund’s existing course offerings. The parties recognize that other entities – in addition to the Fund – will be engaged to provide this training. The parties intend that the curriculum and materials developed by the Fund be made available to such other entities.

(2) The parties will continue the Committee’s work: (i) to study recruitment and retention issues for all under-represented groups, and (ii) to seek the continued prevention of sexual harassment in the residential industry.

#### *16. Employees’ Rooms and Utilities*

Any employee occupying a room or apartment on the Employer’s property may be charged a reasonable rental therefore. If such occupancy is a condition of their employment, the premises shall be adequate and properly maintained by the Employer in conformity with applicable law, no rent shall be charged and the



Employer shall provide normal gas and electric service and pay business telephone bills.

#### *17. Required Training Programs*

The Employer shall compensate, at straight-time pay, any employee now employed in a building for any time required for the employee to attend any instruction 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.

The Thomas Shortman School shall establish, for new and existing employees, a "Quality of Life" training program which shall include, but not be limited to, tenant relations and appropriate conduct by residential employees.

#### *18. Garnishments*

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

#### *19. Death in 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

their parent, brother, sister, spouse or child, and shall be paid the employee's regular, straight-time wages for any of such three days on which the employee 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 workday.

#### *20. Union Visitation*

Any business agent or other 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. Access shall be granted only if there is prior notice to the Employer and such access does not interfere with the work being performed at the building.

#### *21. 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 each calendar year.

Pending receipt of the jury duty pay, the Employer shall pay the employee's regular pay on the employee's scheduled pay day. As soon as the

employee receives jury duty pay, the employee shall reimburse the Employer by signing the jury duty pay check 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, the employee 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 the employee is scheduled to serve.

If less notice is given by the employee, the notice provision regarding change in shift shall not apply.

## *22. Identification*

Employees may be required to carry with them and exhibit proof of employment on the premises. The RAB and the Union may appoint a committee within thirty (30) days of the signing of this Agreement to establish a system for this purpose. If such system is not timely established, either party may submit the matter to arbitration.

## *23. 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) week's notice to the 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 to visit 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 Benefit Funds office or to visit the employee's 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 employee must provide, a HIPAA compliant release (to be developed 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 any one of the benefit fund offices after having used up their entitlement pursuant to the above two (2) paragraphs, the employee may use any remaining sick days for that purpose.

#### *24. Death of Employee*

If any employee dies after becoming entitled to but before receiving any wage or pay hereunder, it shall be paid to the employee's estate, or pursuant to Section 1310 of the New York

Surrogate's Court Procedure Act, unless otherwise provided herein. This shall not apply to benefits under Article IX, where the rules and regulations of the Health and Pension Funds shall govern.

#### *25. Government Decrees*

If because of legislation, governmental decree or order, any increase or benefit herein provided is in any way blocked, frustrated, impeded or diminished, the Union may upon ten (10) days' notice require negotiation between the parties to take such measures and make such revisions in the contract as may legally provide substitute benefits and improvements for the employees at no greater cost to the Employer. If they cannot agree, the dispute shall be submitted to the Arbitrator.

In the event that any provision of this contract requires approval of any government agency, the RAB shall cooperate with the Union with respect thereto.

#### *26. Rent Collection*

No employees as part of their usual and regular duties shall be required to retain cash rent for more than twenty-four (24) hours.

#### *27. 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.

### *28. 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.

### *29. 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.

### *30. 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 days' prior written notice to the employee and the Union, which notice shall include a specific 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 the employee’s 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 RAB

and 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.

### *31. Notices*

All notices required to be sent to the Union shall be addressed to the Union's Director of Contracts and Grievances.

### *32. Building Safety*

The Employer shall continue to provide safe and healthy working conditions. The RAB and the Union will create a Committee to study environmentally conscious best work practices.

### *33. 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 the employee's 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.



### *34. Veteran Transition Assistance*

The parties recognize that making a successful transition from the military into the civilian workforce can be challenging. Out of respect for those serving in the military and in acknowledgment of the tremendous skills they can bring to the workforce, the parties 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.

### *35. Paid Family Leave*

Employers shall provide family leave in accordance with the coverage and requirements of the NYS Paid Family Leave ("NYSPFL") Law, which shall run concurrently with other applicable statutory leaves of absence.

### 36. *Wage and Hour Claims*

Subject to the principles set forth below, the Employee and the Union agree that in the event that an Employee (on behalf of the Employee and/or others) asserts statutory wage and hour claim(s) against the Employer(s), including claims for unpaid minimum wages and/or overtime pay, prior to the filing of any such claim(s) in court, the Employer and Employee shall engage in mandatory mediation to attempt to narrow or resolve the claim(s). The RAB and Union agree to establish a mediation process for handling such claims. The following principles shall apply:

(a) The Employee(s) must initiate mediation by written notice to the Employer, or the Employer must initiate mediation by written notice to the Employee(s) and the Employee's counsel, as appropriate.

(b) Initiation of mediation shall be required only of Employees who are (or who will seek to be) plaintiffs in an individual or multi-plaintiff action or named or representative plaintiffs in a putative class and/or collective action. Employees who are not (and will not seek to be) named or representative plaintiffs (e.g., who are merely putative class or collective action members) are not required to initiate mediation in connection with

this section; however, their claims will be a subject of the mediation process described in this section.

(c) Unless otherwise agreed to by the mediating parties, at any time following 90 days after the initiation of the mediation process, either the Employer or the Employee(s) may terminate mediation by written notice to the other side, and, in that event, no further mediation effort shall be required by this Agreement.

(d) In the event that Employee(s) initiate litigation in a judicial forum on their wage and hour claims without first submitting to the mediation process described in this section and the Employer seeks to enforce the requirements of this paragraph, the Employer shall not seek dismissal of the judicial action but may seek to have the action stayed pending the completion of the mediation provided for herein.

(e) The parties do not intend an Employee's substantive or recovery rights or any Employer defenses to be limited by virtue of the terms of this mediation process. Hence, during the pendency of the mediation process, any statutes of limitations and/or filing periods shall be tolled, and recovery of appropriate damages shall be permitted for all time periods during which mediation is occurring or has occurred. To the extent that the tolling described in this paragraph is deemed legally

ineffective, and without conceding that any recovery is appropriate, the Employee(s) shall have the contractual right to seek recovery for any time period(s) that would have been tolled without having to exhaust the grievance and arbitration procedures set forth in this Agreement.

(f) The RAB and the Union shall provide affected Employee(s) and their Employer(s) with a list of mediators who will be available to conduct the mediation. The mediator's fees shall be paid for by the RAB and the Union in equal shares. The parties shall be free to use another mediator of their own choosing but in that event shall bear the costs of mediation as they determine.

(g) The conduct of the mediation shall be confidential and the rules of evidence pertaining to privileges related to settlement discussions shall apply to communications in mediation.

(h) Any agreement reached in mediation shall not alter the collective bargaining agreement or affect the contractual rights of employees who are not parties to that agreement.

## **ARTICLE XVIII**

### **Term of Agreement and Renewals**

If legislation is enacted which eliminates or reduces present state law regarding Labor Pass

Along, the RAB may, upon 90 days notice to the Union, cancel this Agreement.

This Agreement shall continue in full force and effect up to and including June 20, 2022.

Upon the expiration date of this Agreement, the same shall continue in full force and effect for an extended period until a successor agreement has been executed. During the extended period, all terms and conditions shall be in effect and the parties shall negotiate for a successor agreement retroactive to the expiration date. All provisions and improvements in such successor agreement shall be retroactive unless such agreement shall otherwise provide.

In the event the parties are unable to agree upon the terms of a successor agreement, either party upon ten (10) days' written notice to the other party may cancel this Agreement. Such cancellation shall not apply to Article VIII, Section 4 for a period of six (6) months after the expiration date of the Agreement.

Sixty (60) days before said expiration date, the parties shall enter into direct negotiations looking towards a renewal agreement.

If fifteen (15) days before this Agreement expires, the parties shall not have been able to agree upon the terms of a new agreement, both

parties will thereupon confer with the New York State Employment Relations Board for the purpose of conciliating their differences.

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

**REALTY ADVISORY BOARD ON LABOR  
RELATIONS, INCORPORATED**

Howard Rothschild  
President

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

Hector Figueroa  
President

April 13, 2018

Hector Figueroa, President  
SEIU, Local 32BJ  
25 West 18<sup>th</sup> Street  
New York, NY 10011

**Re: Reserved Question on Mandatory  
Arbitration for Statutory Discrimination  
Claims**

Dear Hector:

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:**

---

Hector Figueroa  
President, SEIU, Local 32BJ

April 13, 2018

Hector Figueroa, President  
SEIU, Local 32BJ  
25 West 18<sup>th</sup> Street  
New York, NY 10011

**Re: Security Background Checks**

Dear Hector:

This will confirm our understanding during our recent negotiations that an Employer may not invoke Article XVII, Section 30 (Security Background Checks) in connection with a Social Security “no match” letter.

Sincerely,

Howard Rothschild  
President, RAB

**AGREED:**

---

Hector Figueroa  
President, SEIU, Local 32BJ

April 13, 2018

Hector Figueroa, President  
SEIU, Local 32BJ  
25 West 18<sup>th</sup> Street  
New York, NY 10011

**Re: Discussion of Affordable Housing in Joint  
Industry Advancement Project**

Dear Hector:

This letter confirms our understanding the Joint Industry Advancement Project, established in Article XV 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:**

---

Hector Figueroa  
President, SEIU, Local 32BJ

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**2018  
RESIDENT MANAGERS  
and SUPERINTENDENTS  
AGREEMENT**

June 21, 2018 – June 20, 2022

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