STIPULATION OF AGREEMENT

Agreement made on the 20th day of December, 2019 between Local 32BJ, Service Employees International Union ("Union"), and the Realty Advisory Board on Labor Relations, Inc. ("RAB").

WHEREAS, the 2016 Contractors' Agreement between the parties by its terms is to expire on December 31, 2019; and

WHEREAS, the RAB, through its Commercial Negotiating Committee representing certain contractors, has now negotiated an Agreement with the Union on behalf of itself and all its commercial building members; and

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

NOW THEREFORE, the parties, in consideration of the mutual covenants herein contained, and subject to ratification by the Union's membership and the RAB Board of Directors, do hereby agree to extend the Agreement through December 31, 2023 and amend the Agreement in accordance with the following stipulation:

1. ARTICLE I (MUTUAL OBLIGATIONS), SECTION 2

a) Add the following as a new paragraph (o) (at page 4) to state:

"The Employer agrees to be bound by the Union's recognition agreement applicable to greater Miami, Florida."

2. ARTICLE IV (CHECKOFF)

a) Add the following as two new paragraphs after the first paragraph on page 14:

"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 first 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."

b) Revise last paragraph on page 14 as follows (new language underlined, deleted language stricken):

"Those Employers who are not currently transmitting Deductions by ACH shall commence transmission by ACH no later than ~~September 30, 2016~~nine (9) months from the date an Employer first becomes signatory to this Agreement (the "Transition Period")...."

3. ARTICLE V (GRIEVANCE PROCEDURE)

a) Add preamble to state:

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

b) Modify Section 2(d) (at page 16) as follows (new language added):

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

4. ARTICLE VI (ARBITRATION)

a) Incorporate appropriate and agreed-upon changes to the Arbitrator panel in Section 10 (at page 21) by adding Haydee Rosario and Julie Torrey and removing Noel Berman, Marilyn M. Levine, Ruth Moscovitch and William Reilly.

5. ARTICLE VIII (DURATION)

a) Revise dates to reflect a four (4) year agreement through and including December 31, 2023. Expiration date for Guards shall be extended to April 30, 2024.

b) Add new paragraph after "the contract for all other employees." (at page 25) to state:

"With respect to engineers and superintendents, this agreement shall continue until February 1, 2024, provided that in the event of a strike by the Union upon the expiration of either the RAB Commercial Building Agreement or RAB Contractors Agreement and prior to February 1, 2024, engineers shall not assume or perform the duties of non-engineering employees."

6. **ARTICLE X (HEALTH, PENSION, TRAINING, LEGAL AND SUPPLEMENTAL RETIREMENT AND SAVINGS FUNDS)**

A. Health Fund

i. Update dates to reflect the 2020-2023 term of agreement.

ii. The Employer shall make the following annual contributions per employee into the Health Fund:

Effective January 1, 2020	$20,496.00
Effective January 1, 2021	$21,240.00
Effective January 1, 2022	$22,188.00
Effective January 1, 2023	$23,196.00

iii. Add new section at the end of Section 9 to state:

"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."

iv. The provisions of Section 10 shall be suspended during the term of this Agreement.

B. Pension Fund

i. Update dates to reflect the 2020-2023 term of agreement.

ii. The Employer shall make the following weekly contributions per employee into the Building Service 32BJ Pension Fund:

Effective January 1, 2020	$118.75
Effective January 1, 2021	$122.75
Effective January 1, 2022	$126.75
Effective January 1, 2023	$130.75

C. Training, Scholarship and Safety Fund

i. Update dates to reflect the 2020-2023 term of agreement.

ii. The Employer shall contribute $169.60 per year per employee to the Thomas Shortman Training Scholarship and Safety Fund.

D. Legal Services Fund

i. Update dates to reflect the 2020-2023 term of agreement.

ii. The Employer shall make the following contributions per year per employee into the Building Service 32BJ Legal Services Fund.

Effective January 1, 2020	$199.60
Effective January 1, 2021	$199.60
Effective January 1, 2022	$199.60
Effective January 1, 2023	$36.32

E. Supplemental Retirement and Savings Fund

i. Update dates to reflect the 2020-2023 term of agreement.

ii. The Employer shall pay the weekly contribution of $13.00 to the Building Service 32BJ Supplemental Retirement and Savings Fund.

F. Provisions Applicable to All Funds

i. Change Section 4 (at pages 39-40) to read as follows (new language underlined, deleted language stricken):

ii. "The parties agree that the Presidents of the Union and RAB may determine, in the~~ir~~ Presidents' discretion and upon mutual consent, prior to the beginning of ~~the contract~~any calendar years ~~beginning January 1, 2016, January 1, 2017, January 1, 2018 and January 1, 2019~~, to divert any

portion of the scheduled contributions in any of the Funds to any other Funds."

7. **ARTICLE XI (CLASSIFICATION AND WAGES) [Current Sections (5) through (9) to be renumbered (4) through (8), consistent with the Parties' agreement.]**

a) The provisions of Article XI, Section B shall be modified as follows:

1. Effective January 1, 2020, each employee covered hereunder shall receive a wage increase of $0.65 for each regular straight time hour worked.

2. Effective January 1, 2021, each employee covered hereunder shall receive a wage increase of $0.70 for each regular straight time hour worked.

3. Effective January 1, 2022, each employee covered hereunder shall receive a wage increase of $0.70 for each regular straight time hour worked.

5. Effective January 1, 2023, each employee covered hereunder shall receive a wage increase of $0.825 for each regular straight time hour worked.

Additionally, the minimum hourly rate differential for handypersons, forepersons and starters, which shall include all employees doing similar or comparable work by whatever title known, shall be increased by $0.05 effective on each of the dates set forth in sub-paragraphs (1) through (4).

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

8. Effective January 1, 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 November 2019 to November 2020 exceeds 6.5%, then, in that event, an increase of $.10 per hour for each full 1% increase in the cost of living in excess of 6.5% shall be granted effective for the first full work week commencing after January 1, 2021. In no event shall said increase pursuant to this provision exceed $.20 per hour. In computing increases in the cost of living above 6.5%, less than .5 % shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minimum.

Effective January 1, 2022, 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 November 2020 to November 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 January 1, 2022. 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.

Effective January 1, 2023, in the event that the percentage increase in the cost of living [Consumer Price Index for the City of New York - Metropolitan Area (New York-New Jersey) Urban Wage Earners and Clerical Workers] from November 2021 to November 2022 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 January 1, 2023. In no event shall said increase pursuant to this provision exceed $.20 per hour. In computing increases in the cost of living above 6%, 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.

8. ARTICLE XII (HOURS AND OVERTIME)

a) Add the following at the end as a new section (at page 59):

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

9. ARTICLE XIII (MANAGEMENT RIGHTS AND OBLIGATIONS; SENIORITY AND JOB SECURITY), SECTION 1

a) Add the following to the end of Sub-Section (d) (at page 61) to state:

"Where the Employer commences work on a job where a commercial superintendent was employed pursuant to a Local 32BJ collective bargaining agreement, the provisions of Article XVIII of the Commercial Building Agreement regarding a commercial superintendent's wages, benefits, and working conditions shall apply."

10. ARTICLE XIV (JOINT INDUSTRY ADVANCEMENT PROJECT)

a) Add the following as a new last sentence in Section 1 (at page 71):

"Each party may appoint alternate Directors."

b) Add the following in Section 5 (at page 71), after "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"

c) Add the following in Section 5 as a new last sentence (at page 71):

"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."

d) Add the following as a new Section 8 (at page 72) (move current Section 8 to new Section 10):

"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 the parties' 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."

e) Add the following as a new Section 9 (move current Section 8 to new Section 10):

"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 the parties' next scheduled quarterly meeting or at a special meeting which shall be requested at least thirty (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."

11. ARTICLE XVI (GENERAL CLAUSES), SECTION 3 (HOLIDAYS)

a) The holiday schedule shall be revised by changing the dates of the current holidays to the appropriate dates for the years 2020, 2021, 2022 and 2023.

b) Revise the second paragraph on page 76 as follows (new language underlined):

"There shall be one (1) additional holiday in each contract year, which shall be Martin Luther King Day, Yom Kippur, Eid al-Fitr, September 11 (Day of Remembrance), or Veterans Day, or a personal day at the option of the employee. <u>Effective for holidays in calendar year 2021 and following, an Employer may treat Martin Luther King Day as a contract holiday and instead designate Columbus Day as an elective holiday. The Employer may choose to designate Martin Luther King Day as a contract holiday by providing written notice to the Union by December 31 for the following calendar year.</u> The personal day shall be scheduled in accordance with paragraphs 3 and 4 below."

12. **ARTICLE XVI (GENERAL CLAUSES), SECTION 12 (REPLACEMENTS, PROMOTIONS, VACANCIES, TRIAL PERIOD AND NEWLY HIRED EMPLOYEES)**

a) Eliminate the first two (2) paragraphs of Section (b) (at pages 89-90) and revise the first full paragraph on page 90 to remove the phrase "hired on or after January 1, 2012."

13. **ARTICLE XVI (GENERAL CLAUSES), SECTION 15 (LEAVE OF ABSENCE)**

a) Revise Sub-Section 9 (at page 101) as follows (new language underlined):

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

All FMLA leave, applicable NYSPFL leave and/or applicable State or City law leave shall run concurrently with the leaves of absence provided for in Sections 14 and 16 of this Article."

14. **ARTICLE XVI (GENERAL CLAUSES), SECTION 26 (TERMINATION PAY)**

a) Revise the first full paragraph of Section (a) (page 110) as follows (new language underlined, deleted language stricken):

"An employee physically or mentally unable to perform ~~his~~the employee's duties may resign and receive the above termination pay if ~~he/she submits written certification from a physician of such inability at the time of termination. In such event, the Employer may require the employee to submit to a medical examination by a physician designated by the Employer at the expense of the Employer to determine if in fact the employee is physically or mentally unable to perform his duties. If the Employer's designated physician disagrees with the certification submitted by the employee, the employee shall be examined by a physician designated by the Medical Director of the Building Service 32BJ Health Fund to make a final and binding determination whether the employee is physically or mentally unable to perform his/her duties.~~ the employee submits a valid certification from the Social Security Administration relating back to the date such employee ceased working because of the certified disability."

15. **ARTICLE XVI (GENERAL CLAUSES), SECTION 30 (NO DISCRIMINATION)**

a) Update reference in Section (B)(2)(b) on page 116 to "2018" Apartment Building CBA, Article VI, Paragraph 8.

b) Modify Section (B)(4)(b) (at page 121) to read (new language underlined, deleted language stricken):

"(b) A copy of the Bypass Notice must be sent to: (a) the Employer and (b) the Realty Advisory Board on Labor Relations, Inc., ~~292 Madison Avenue, 16th Floor, New York, New York 10017~~One Penn Plaza, 21st Floor, New York, NY 10119."

c) Modify Section (C) (at page 122) as follows (new language underlined, deleted language stricken):

"(1) The parties hereby reaffirm the parties' longstanding mutual commitment to prevent harassment and discrimination in the workplace, including discrimination based on sex, gender, race, age, ethnicity, disability, sexual orientation, gender identity, 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 commercial 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, including training related to third-party conduct. 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~~ereate a~~ 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 commercial industry."

16. ARTICLE XVI (GENERAL CLAUSES), SECTION 33 (DEFINITIONS)

a) Modify last sentence on page 124 as follows (added language underlined, deleted language stricken):

"All references to the male or female gender shall be deemed gender-neutral~~to include the female gender~~."

17. ARTICLE XVI (GENERAL CLAUSES), SECTION 45 (SICKNESS BENEFITS)

a) Modify the third paragraph of Section (b) (at pages 131-132) to as follows (new language underlined, deleted language stricken):

"For the purpose of that provision – perfect attendance shall mean that the employee has not used any sick days~~,~~ (except ~~that any sick day or unpaid leave that qualifies under the Family and Medical Leave Act shall not be considered in determining~~

~~perfect attendance~~Union-paid, Union-sponsored leave for collective bargaining and Union governance functions)."

b) Modify Section (e) (at page 133) as follows (new language underlined):

"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."

18. ARTICLE XVI (GENERAL CLAUSES), NEW SECTION (WAGE AND HOUR CLAIMS)

a) Add the following new section:

"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:

1. 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 Employee's counsel, as appropriate.

2. 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, the Employee's claims will be a subject of the mediation process described in this section.

3. Unless otherwise agreed to by the mediating parties, at any time following ninety (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.

4. In the event that Employee(s) initiate litigation in a judicial forum on the Employee's 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.

5. 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.

6. The RAB and the Union shall provide affected Employee(s) and the Employee's 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 the parties' own choosing but in that event shall bear the costs of mediation as they determine.

7. 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.

8. 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."

19. Name Thomas Shortman graduate school scholarship in memory of Héctor J. Figueroa.

20. Relocate wage tables in Article XI, Section B(1) through (6) (at pages 42-53) to the end of the Agreement.

21. Correct numbering for Article XI, Sections B(5) through (9) (at pages 49-55), to (4) through (8).

22. Replace gendered pronouns throughout the Agreement with non-gendered nouns (e.g., replace "he," "she," "him," or "her" with "employee," "supervisor," etc., as appropriate) at the integration of the contract.

23. Continue all side letters and execute new side letters, as attached.

24. Dates to be changed as necessary throughout the Agreement, holidays updated, etc.

The parties agree to include in the final contract any language clarification which may be necessary as a result of this Stipulation of Agreement. This Agreement is subject to ratification by the Union and by the RAB Board of Directors.

AGREED to on this 20th day of December, 2019.

LOCAL 32BJ, SERVICE EMPLOYEES INTERNATIONAL UNION

By: _____
Kyle Bragg, PRESIDENT

REALTY ADVISORY BOARD ON LABOR RELATIONS, INC.

By: _____
Howard Rothschild, PRESIDENT

December 20, 2019

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

Re: Reserved Question on Mandatory Arbitration for Statutory Discrimination Claims

Dear Kyle:

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

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

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

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

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

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

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Kyle Bragg
President, SEIU, Local 32BJ

December 20, 2019

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

Re: Retail and Non-Commercial Locations

Dear Kyle:

The parties agree to establish a committee consisting of the RAB and Union representatives to discuss wage rates, benefit packages and other terms and conditions of employment for all retail and related locations (as enumerated in Article I, Section 2 of the Contractors Agreement).

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Kyle Bragg
President, SEIU, Local 32BJ

December 20, 2019

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

Re: No-Strike Provision

Dear Kyle:

This letter confirms that the Union will use its best efforts to notify the Labor Peace Committee in advance of any disputes/issues relating to a signatory employer prior to engaging in activities described in Article VII, paragraph 8 of the Contractors Agreement. Any disputes regarding the sufficiency of the notice shall be addressed solely at, and by, the Labor Peace Committee, and not by recourse to Article VI, or in any other forum.

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Kyle Bragg
President, SEIU, Local 32BJ

December 20, 2019

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

Re: Consultancy Committee

Dear Kyle:

The parties recognize that the use of consultants is a practice that has arisen in the industry. Upon the Union's request, the parties agree to create a joint committee consisting of the Union President and the RAB President, or the parties' designees, to discuss issues affecting employees covered under this Agreement that arise out of any consultancy with respect to work covered under this Agreement or Building Agreement.

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Kyle Bragg
President, SEIU, Local 32BJ

December 20, 2019

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

Re: Transition of Guards to the Security Officers Agreement

Dear Kyle:

This letter confirms our agreement regarding the transitioning of guards covered under the Commercial Building and/or Contractors Agreements to the RAB/Local 32BJ Security Officers Agreement.

Any Employer wishing to remove the Employer's Guards from this Agreement and, instead, have those Guards covered under the RAB Security Officers Agreement shall enter into a transition agreement with the Union facilitating such transfer consistent with established transition agreements. The Union shall not unreasonably withhold its agreement to transfer such Guards to the Security Officers Agreement.

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Kyle Bragg
President, SEIU, Local 32BJ

December 20, 2019

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

Re: Employer Contributions to Pension and SRSP Funds

Dear Kyle:

This will confirm our understanding that the April 2007 side letter re: Employer Contributions to Pension and SRSP Funds applies to the new hire rate.

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Kyle Bragg
President, SEIU, Local 32BJ

December 20, 2019

Howard Rothschild, President
Realty Advisory Board on Labor Relations
292 Madison Avenue, 16th Floor
New York, New York

Re: Reduction in Force

Dear Howard:

This will confirm our understanding during our recent negotiations that the Union and the RAB reaffirm the parties' commitment to the Special Committee process set forth in Article V of the Commercial Building Agreement and in Article XIII of the Contractors Agreement.

Upon the request of the President of the RAB, the Special Committee shall meet on at least a quarterly basis or more frequently as necessary.

To keep the New York City area Real Estate Industry competitive and productive, the parties recommit that the Reduction in Force process under the Commercial Building and Contractors Agreements will be utilized appropriately and in good faith.

Sincerely,

Kyle Bragg
President, SEIU, Local 32BJ

AGREED:

Howard Rothschild
President, RAB

December 20, 2019

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

Re: Security Background Checks

Dear Kyle:

This will confirm our understanding during our recent negotiations that an Employer may not invoke Article XVI (General Clauses) Section 57 (Security Background Checks) in connection with a Social Security "no match" letter.

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Kyle Bragg
President, SEIU, Local 32BJ

December 20, 2019

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

Re: Work Authorization and Status Disputes

Dear Kyle:

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

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

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Kyle Bragg
President, SEIU, Local 32BJ

December 20, 2019

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

Re: Grievance and Arbitration

Dear Kyle:

The parties agree to meet quarterly on issues related to streamlining grievance and arbitration processes, including calendaring and exchanging information of case status. The meetings shall be attended by the President of Local 32BJ and the President of the RAB, or the parties' designees.

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Kyle Bragg
President, SEIU, Local 32BJ

December 20, 2019

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

Re: Industry Seniority

Dear Kyle:

The parties recognize that, in situations in which an employee with many years of continuous service in the industry is forced to bump into another location and then faces a change of employer at that location, the employee's seniority standing for purpose of layoff and recall may be impacted. The parties agree to meet in committee to discuss ways to address this and like circumstances. The committee shall consist of the President of the RAB, or his/her designees, and the President of the Union, or his/her designees.

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Kyle Bragg
President, SEIU, Local 32BJ

December 20, 2019

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

Re: Fire Safety Directors

Dear Kyle:

This will confirm our understanding that the revisions made to Article XVI (General Clauses), Section 56 (Fire Safety Director) in the collective bargaining agreement between the Union and the Employer covering the period from January 1, 2020 through December 31, 2023 providing for annual lump-sum payments of $500.00 to regularly assigned EAP Coordinators, Fire Safety Directors and Assistant and/or Deputy Fire Safety Directors are not intended to, and shall not, create any obligations on the part of the Employer to increase the base on which overtime pay is calculated or otherwise alter overtime payments to such employees as a result of such lump-sum payments. Rather, such payments are intended to defray expenses incurred in seeking or maintaining certification, and are not made as compensation for hours of employment.

For the avoidance of any doubt, any disputes over the lump-sum payments made to regularly assigned EAP Coordinators, Fire Safety Directors and Assistant and/or Deputy Fire Safety Directors, including any disputes over pay arising from or relating to such payments, shall be subject to the grievance and arbitration provisions of the collective bargaining agreement.

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Kyle Bragg
President, SEIU, Local 32BJ

December 20, 2019

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

Re: Extensions of the Trial Period

Dear Kyle:

This is to confirm our understanding as to the trial period provision of the Article XVI, Section 12(a). There are circumstances in which an Employer is not prepared to decide whether a new employee has satisfied his/her trial period at the conclusion of the first 60 days of employment and yet has also not concluded that the employee may not be suitable for continued employment. In those circumstances, if the Employer requests that the employee's probationary period be extended for 30 days, the trial period will be extended for 30 days if the Union consents to the extension. The request and consent shall be memorialized in writing at any time before the completion of the 60 days provided for in Article XVI, Section 12(a), provided that when the Employer makes a timely request for an extension in writing, the trial period shall be extended until the Union responds to the Employer's request (up to a maximum of 30 days beyond the initial 60-day period).

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Kyle Bragg, President

December 20, 2019

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

Re: Permissive Guidelines for Building Closings for Reconstruction or Demolition

Dear Kyle:

Over the last few years, there has been a number of building closings for reconstruction or demolition in our industry. Working together, the RAB, the Union, and the relevant Employers have developed a process of successfully working together that advances everyone's interests and minimizes layoffs.

This letter generally describes how that process has worked. Where the Employer knows in advance that all or a substantial portion of a building will be closing for reconstruction or demolition and likely cause the displacement and/or layoff of the Employer's employees at the building:

- the Employer shall notify the Union as soon as practicable;
- the parties shall discuss the closure plan; and
- in order to minimize displacement and layoffs, the parties may agree to a process whereby employees are offered placement in positions at other locations prior to or in conjunction with the closing of the building.

To be clear, the parties are not required to agree to such a process. In the absence of such an agreement, there shall be no abridgement of employees' rights under the Contractors Agreement, including the employees' right to bumping, recall, consideration for vacation positions, or termination pay. Nor shall there be any abridgement of the Employer's rights.

This side letter is entered into on a non-precedential basis and shall not be subject to the grievance and arbitration procedure of the relevant collective bargaining agreement.

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Kyle Bragg, President