

STIPULATION OF AGREEMENT

Agreement made on the 25 day of June, 2021 between Service Employees International Union, Local 32BJ (“Union”) and New York City Schools Support Services, Inc. (“Employer”).

WHEREAS, the 2020 NYCSSS Agreement extension (“Agreement”) between the parties by its terms will expire on June 30, 2021; 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 Employer, do hereby agree to extend the Agreement through June 30, 2024, and amend the Agreement in accordance with the following stipulations:

1. ARTICLE 1. RECOGNITION

A new Section 1.5 shall be added with the following language: The parties shall convene a labor management committee that will meet quarterly. Union members may use paid time off for time spent in attendance at these meetings. The Employer will not otherwise be responsible to pay employees for their attendance at these meetings.

2. ARTICLE 2. UNION SECURITY AND DUES

The following new paragraph shall be added to Section 2.3:

The terms “authorized” and “authorization” as provided in this Article 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.

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.

3. ARTICLE 4. WAGES

Appendix A Wages shall be replaced with the following:

Appendix A Wage Rates•

Effective January 1, 2021:

Cleaner:	
Less than 22 months of employment:	\$20.90
22 to 42 months of employment:	\$23.69
After 42 months of employment:	\$27.87

Handyperson: \$30.45

Effective January 1, 2022:

Cleaner:	
Less than 22 months of employment:	\$21.43
22 to 42 months of employment:	\$24.29
After 42 months of employment:	\$28.57

Handyperson: \$31.20

Effective January 1, 2023:

Cleaner:	
Less than 22 months of employment:	\$22.05
22 to 42 months of employment:	\$24.99
After 42 months of employment:	\$29.40

Handyperson: \$32.07

Effective January 1, 2024: The wage rates for each of the above classifications shall be increased effective January 1, 2024 in accordance with rates established by the New York City Comptroller’s Prevailing Wage Schedule.

*If there are any inconsistencies between the wage rates in this Appendix and those in the Prevailing Wage Schedule published by the New York City Comptroller, the Prevailing Wage Schedule controls.

The wage rates in this Appendix shall go into effect at the time the rates established under the 2020 Contractors Agreement between Local 32BJ and the Realty Advisory Board go into effect, and the successor agreement thereto, notwithstanding the effective dates set forth in the Prevailing Wage Schedule.

The first sentence of Section 4.2 shall be amended as follows: All wages, including overtime, shall be paid bi-weekly by check, with an itemized statement of payroll deductions.

A new Section 4.4 shall be added with the following language: An employee may be regularly assigned to perform boiler, standpipe and/or sprinklers duties only if (1) the employee holds the requisite license(s) and/or certificate(s); (2) such duties are performed in a school 55,000 square feet or smaller in size; and (3) the Employer pays the employee a lump-sum payment of five-hundred dollars (\$500) no later than December 1 of each year the employee performs such duties, in addition to his or her regular wages.

A new Section 4.5 shall be added with the following language:

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 mediation process established by the RAB and Union for handling such claims shall apply and shall include the following:

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 Employees' 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 or NYCSSS 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 or NYCSSS 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.

4. ARTICLE 5. WORKWEEK, HOURS & ASSIGNMENTS

The following sentence shall be added to the end of Section 5.2: Employees in the following categories may waive the requirement of a 30-minute break, and such voluntary waiver, if approved by the Employer, will not be deemed to be a violation of this Agreement, and shall constitute a waiver of the requirement set forth in New York Labor Law Section 162(2): (a) employees who work six (6) hours per day; (b) employees who work a holiday; (c) employees who are not permitted to leave the building during their shift; and (d) employees who work on a Saturday or Sunday. An employee's waiver request shall not be unreasonably denied. It is not the intent of the parties to expand the number of employees to whom this section will be applicable.

A new Section 5.10 shall be added with the following language: Employees shall be paid for time spent in training required by the Employer. Training of employees required by the Employer may be provided by the Thomas Shortman Training, Scholarship and Safety Fund, to the extent offered by the Fund. The Employer and Union shall request that the Fund provide the Employer with confirmation of employees' completion of required training. To the extent required training is provided by someone other than the Funds, the Employer shall request of the New York City Department of Education training attendance records, and provide employees, upon their request, computer access for any training requiring use of a computer.

5. ARTICLE 6.

Section 6.5 shall be replaced with the following: Regular employees employed pursuant to this Agreement, with less than one year of service shall be advanced up to three (3) paid sick or other paid time off from the allotment they receive upon their first anniversary to obtain a maximum of seven (7) paid in their first year of employment for the purpose specified in the New York Paid Sick Leave Law, N.Y. Labor Law § 196-b, and New York City Earned Safe and Sick Time Act, N.Y.C. Admin. Code § 20-911, et seq. The parties agree that on an annual basis, the paid leave benefits provided 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., and the New York Paid Sick Leave Law, N.Y. Labor Law § 196-b.

The following new Section 6.7 shall be added: WORKERS' COMPENSATION – In accordance with Article 10-A of the New York Workers' Compensation Law, § 350, et seq., the Employer shall be permitted to contract with a preferred provider organization (PPO) to deliver all medical services mandated by the Workers' Compensation Law. The Employer and employees may exercise all rights granted to them under Article 10-A.

6. ARTICLE 7. VACATIONS

The Employer and the Union shall convene a Labor Management Committee during the term of this Agreement to address how the historical vacation banks of the employees may be reduced.

7. ARTICLE 8. HOLIDAYS

The Article shall be revised by: (a) changing the dates of the current holidays to the appropriate dates for the years covered by the agreement, and (b) to provide that Lincoln's Birthday shall be observed on the date established by the New York City Department of Education.

8. ARTICLE 9. LEAVES OF ABSENCE

A new Section 9.11 shall be added with the following language: The Employer shall comply with the New York State Paid Family Leave Law, any implementing regulations, and any amendments thereto.

A new Section 9.12 shall be added with the following language: The Employer shall provide temporary schedule changes in accordance with the coverage and requirements of New York City Admin. Code § 20-1261et 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 13. BENEFIT FUNDS

The contribution amounts set forth in Section 13.2 shall be replaced with the following effective January 1, 2021:

	Cleaner:	Handyperson:
Pension	\$2.177	\$2.177
SRSP	\$.590	\$.590
Training	\$.084	\$.084
Legal	\$.082	\$.082

The contribution amounts set forth in Sections 13.3 and 13.9 shall be replaced with the following effective January 1, 2021:

Cleaner:

0-90 Days	\$0.000
4-12 Months	\$6.494
13-24 Months	\$9.313
Year 3 - 5 (months 25 - 60)	\$9.480
Year 6-15 (months 61 - 180)	\$9.085
Year 16-20 (months 181 - 240)	\$9.886
Year 21 (months 241 - 252)	\$9.726
Year 22 (months 253 - 264)	\$9.886
Year 23 (months 265 - 276)	\$9.565
Year 24 (months 277 - 288)	\$9.726
Year 25 (months 289-300)	\$9.886
Year 25+ (300 + months):	\$9.886

On a monthly basis the employer should pay a “blended” rate of 9.281/hour for Cleaners.

Handyperson:

0-90 Days	\$0.000
4-12 Months	\$9.486
Year 2-5 (months 13 - 60)	\$9.316
Year 6-15 (months 61 - 180)	\$8.975
Year 16-20 (months 181 - 240)	\$9.826
Year 21 (months 241 - 252)	\$9.656
Year 22 (months 253 - 264)	\$9.826
Year 23 (months 265 - 276)	\$9.486
Year 24 (months 277 - 288)	\$9.656
Year 25 (months 289-300)	\$9.826
Year 25+ (300 + months):	\$9.826

On a monthly basis the employer should pay a “blended” rate of 9.501/hour for Handypersons.

Section 13.7 shall be amended to delete the effective date.

The second sentence of Section 13.9 shall be amended as follows: The parties shall meet annually during the term of this Agreement for the purpose of negotiating the hourly rates to take effect on January 1, each year of the Agreement, which, when combined with a mutually agreed upon hourly credit due to the Employer to account for paid vacation days, paid sick days and paid holidays in excess of those required by the Prevailing Wage Schedule shall not exceed the applicable Supplemental Benefit Rate.

10. ARTICLE 14. EMPLOYMENT TRANSITION

Section 14.3 shall be deleted.

11. ARTICLE 15. REDUCTIONS IN FORCE

The third sentence of Section 15.1 shall be deleted.

12. ARTICLE 16. SENIORITY, BUMPING, LAYOFF & RECALL

The following new paragraph shall be added to Section 16.3: In the event of a reduction in force of more than five percent (5%) of the workforce, the Employer shall provide the Union at least two weeks’ notice of the reduction, or more notice if feasible. Seniority will be determined on a borough-wide basis, and layoffs will be conducted in reverse seniority order by classification.

The first sentence of Section 16.4 shall be amended as follows: Any employee who has been employed for one (1) year or more who is laid off, including an employee on disability or Workers’ Compensation leave, shall have the right to recall to any vacant bargaining unit position in the borough, provided that the period of layoff of such employee does not exceed twelve months.

13. ARTICLE 17. VACANCIES

Section 17.1 shall be amended as follows: The Employer shall endeavor to cooperate with the New York City Department of Education to post all vacancies and newly created positions, and email such vacancies and open positions to employees employed in the building where they occur.

The second sentence of Section 17.3 shall be amended as follows: For purposes of this Section 17.3, the selection of one of the three most senior applicants for promotions shall not be subject to the grievance procedure.

The following sentence shall be added at the end of Section 17.3: An employee who accepts a transfer to a position in another school within the same job classification may not seek another transfer to a position within the same job classification to any other school within twelve (12) months of the last transfer.

14. ARTICLE 21. NON-DISCRIMINATION CLAUSE

A new Section 21.2 shall be added and shall include the Employer's Anti-Discrimination Policy, attached hereto as Exhibit A, and a requirement that the policy be posted in each school where employees are able to view it.

A new Section 21.4 shall be added and shall contain the No-Discrimination Protocol, Article XVI, Paragraph 30(B) of the 2020 Contractors Agreement between Local 32BJ and the RAB.

15. ARTICLE 23. GRIEVANCE/ARBITRATION

The first sentence of Section 23.4 shall be amended as follows: All unresolved grievances shall be subject to final and binding arbitration before an arbitrator selected from the arbitration panel of the Office of the Contract Arbitrator.

Paragraph 6 of the June 30, 2020 Extension Memorandum of Agreement shall be deleted.

16. ARTICLE 25. EMPLOYER AND EMPLOYEE COMMUNICATION

A new Article 25 shall be added with the following sections:

25.1. Employees are responsible to provide the Employer with their current home address, current phone number, current email address, and current cell phone number. Upon request of an employee who currently has no email address, the Employer shall assist the employee with creating one.

25.2. The Employer may send notices to employees by email to the fullest extent permitted by law. To the extent an employee response to a notice is required, the Employer shall also request that the New York City Department of Education provide the employee a copy of the notice in person, and the employee shall be required to respond to such copy.

25.3. Employee complaints to the Employer shall be made by email addressed to an employer representative, who the Employer shall identify to employees by email. If a complaint is not resolved within two (2) weeks of its receipt by the Employer, the Employer shall make available human resources personnel to discuss the complaint with the employee by phone. Employees shall not be required to exhaust the complaint procedure herein prior to utilizing the Grievance/Arbitration process set forth in Article 23.

17. ARTICLE 25 (will be renumbered as Article 26). DURATION

The article shall be renumbered as Article 26.

Section 26.1 shall be replaced with the following language: This Agreement shall be effective from July 1, 2021 through June 30, 2024.

18. ARTICLE 26 (will be renumbered as Article 27). RATIFICATION

The article shall be renumbered as Article 27, and the following sentence shall be added to 27.1: The Agreement is subject to ratification by NYCSSS according to its rules, procedures, and bylaws.

19. GENDER-NEUTRAL TERMS

The CBA shall be modified to use gender-neutral terms.

20. FAQs

The FAQs shall be amended to reflect the final agreement.

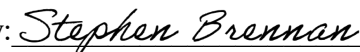
21. The parties agree to include in the final contract any language clarification which may be necessary as a result of this Stipulation of Agreement

AGREED to on this 28th day of June, 2021

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 32BJ

NEW YORK CITY SCHOOL SUPPORT
SERVICES

By: 
Shirley Aldebol, VICE PRESIDENT

By: 
Stephen Brennan, EXECUTIVE
DIRECTOR