

STIPULATION OF AGREEMENT

Agreement made on the 17th day of December, 2020, between Local 32BJ, Service Employees International Union (“Union”), and the Realty Advisory Board on Labor Relations, Inc. (“RAB”).

WHEREAS, the 2016 Security Officers Owners Agreement between the parties by its terms was to expire on April 30, 2020; and

WHEREAS, the parties extended the terms of the 2016 Security Owners Agreement through and including December 31, 2020, by Memorandum of Agreement, executed on April 6, 2020, by the RAB and on April 8, 2020 (collectively “2016 Agreement”), by the Union; and

WHEREAS, the RAB, through its Security Officers Owners Negotiating Committee representing certain employers of security officers, has now negotiated an Agreement with the Union on behalf of itself and all its members employing security officers; 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, do hereby agree to extend the 2016 Agreement through April 30, 2024, and amend the 2016 Agreement in accordance with the following stipulation:

1. Article III (Dues Checkoff):

Add new Article 3.4 to state, as follows:

“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.”

Renumber existing Article 3.4 as Article 3.5, revise the third-to-last sentence as follows:

“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”)...”

2. Article VII (Management Rights):

Add new Article 7.6, as follows:

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

3. Article VIII (No Discrimination):

The No Discrimination Protocol (attached hereto), set forth in the 2020 Commercial Building Agreement between the Union and the RAB is adopted, and its provisions are incorporated into and shall replace, in its entirety, the “No Discrimination Protocol” contained in the 2016 Agreement.

Add subparagraph (5) to the No-Discrimination Protocol, as follows:

“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 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.”

4. Article X (Seniority):

Add the following at the end of Article 10.5:

“The Employer shall provide contemporaneous written notice to the Union of all layoffs, reductions in hours, and/or offers of recall.”

5. Article XII (Workweeks/Schedules):

Add Article 12.5, as follows:

“Employers shall provide temporary schedule changes in accordance with the coverage and requirements of the 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.”

6. Article XIV (Wages):

Delete Article 14.3, replace as follows:

“Employees in the Security Officer I classification who have not yet completed thirty-six (36) months of employment and who are paid more than the new hire minima set forth above but less than the full Security Officer I rate shall receive no less than 85% of the applicable Security Officer I wage increase during the first thirty-six months of employment.

Newly hired employees in the Security Officer I classification shall be paid no less than the following minimum rates:

Effective January 1, 2021	\$15.88
Effective July 1, 2021	\$16.02
Effective July 1, 2022	\$16.36
Effective April 1, 2023	\$16.70

All newly hired employees in the Industry shall be paid no less than 85% of the minimum wage rate applicable to employees in the Security Officer I classification.

Employees, classified as Security Officer I, who have completed thirty-six (36) months of service shall be paid no less than the minimum wage rates set forth below:

Effective January 1, 2021	\$18.45
Effective July 1, 2021	\$18.85
Effective July 1, 2022	\$19.25

Effective July 1, 2022	\$19.25
Effective April 1, 2023	\$19.65

All employees classified as Security Officer I, whose hourly rate of pay on July 1, 2021, is above the minimum hourly rate shall receive an increase of \$0.40 per hour.

All employees classified as Security Officer I, whose hourly rate of pay on July 1, 2022, is above the minimum hourly rate shall receive an increase of \$0.40 per hour.

All employees classified as Security Officer I, whose hourly rate of pay on April 1, 2023, is above the minimum hourly rate shall receive an increase of \$0.40 per hour.

Replace Article 14.4, as follows:

“Effective July 1, 2021, employees classified as Security Officer II shall be paid a minimum hourly rate of \$21.18. Effective July 1, 2022, the minimum hourly rate shall be \$21.58; effective April 1, 2023, the minimum hourly rate shall be \$21.98.

All employees classified as Security Officer II shall receive the minimum hourly rate or an increase of \$0.40 per hour on July 1, 2021, an increase of \$0.40 per hour on July 1, 2022, and an increase of \$0.40 on April 1, 2023, whichever shall result in the higher rate of pay.

Replace Article 14.5, as follows:

“Effective July 1, 2021, employees classified as Security Officer III shall be paid a minimum hourly rate of \$23.53. Effective July 1, 2022, the minimum hourly rate shall be \$23.93; effective April 1, 2023, the minimum hourly rate shall be \$24.33.

All employees classified as Security Officer III shall receive the minimum hourly rate or an increase of \$0.40 per hour on July 1, 2021, an increase of \$0.40 per hour on July 1, 2022, and an increase of \$0.40 on April 1, 2023, whichever shall result in the higher rate of pay.

Replace Article 14.6, as follows:

“Effective July 1, 2021, employees classified as Armed Guard shall be paid a minimum hourly rate of \$30.35. Effective July 1, 2022, the minimum hourly rate shall be \$30.75; effective April 1, 2023, the minimum hourly rate shall be \$31.15.

All employees classified as Armed Guard shall receive the minimum hourly rate or an increase of \$0.40 per hour on July 1, 2021, an increase of \$0.40 per hour on July 1, 2022, and an increase of \$0.40 on April 1, 2023, whichever shall result in the higher rate of pay.

7. Article XVI (Sick Leave):

Revise Article 16.4 as follows:

“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.

Regular employees shall be permitted to use paid time off benefits in addition to paid sick leave provided under this Agreement (e.g., vacation, holidays, personal days) solely for those reasons specified in 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, to obtain a maximum of seven (7) paid sick days (up to 56 hours) annually. 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.”

8. Article XVII (Emergency Leave of Absence):

Replace Article 17.5 as follows:

“Employers shall provide family leave in accordance with the coverage and requirements of the NYS Paid Family Leave Law (“NYSPFL”). 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 that act. All leaves of absence under this Article will run concurrently with applicable FMLA leave, applicable NYSPFL leave and/or other applicable State or City leave requirements.”

9. Article XX (Health and Welfare):

Health Fund

The Employer shall make the following monthly contributions into the Health Fund:

Effective January 1, 2021	\$925.00
Effective January 1, 2022	\$980.00
Effective January 1, 2023	\$1,032.00
Effective January 1, 2024	\$1,087.00

10. Article XXI (Legal Fund):

Group Pre-Paid Legal Fund

The Employer shall make the following contributions per year per employee into the Building Service 32BJ Legal Services Fund on behalf of all employees who regularly work more than two days per week and who have completed one hundred twenty (120) days of employment.

Effective January 1, 2021	\$199.60
Effective January 1, 2022	\$199.60
Effective January 1, 2023	\$36.00
Effective January 1, 2024	\$199.60

11. Article XXII (Supplemental Retirement and Savings Fund):

Supplemental Retirement and Savings Fund

The Employer shall make the following weekly contribution to the Building Service 32BJ Supplemental Retirement and Savings Fund on behalf of all employees who regularly work more than two days per week and who have completed two (2) years of employment.

Effective January 1, 2021	\$16.00
Effective January 1, 2022	\$16.00
Effective January 1, 2023	\$16.00
Effective January 1, 2024	\$16.00

12. Article XXIV (Most Favored Nations):

Revise Article 24.2, as follows:

In the event that the Union enters into a contract on or after December ~~31, 2018~~ 1, 2022, for a Class A Commercial Office Building location within the City of New York, whose wages or benefits are more favorable to such employer than the terms contained in this agreement with respect to that location, the Employer shall be entitled to and may have the full benefit of any and all such more favorable terms for any of its Class A commercial office building locations within Manhattan, upon notification to the Union. The Union will send the Employer notice of any such more favorable contracts. This clause shall not apply to contracts entered into before December ~~31, 2018~~ 1, 2022, even if the terms of any such contracts extend beyond that date.

13. Add a new Article XXXIII (Wage and Hour Claims) as follows:

“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.”

14. Article XXIX (Duration):

Revise Article 29.1 to delete the stricken language and to add the underlined language, as follows:

This Agreement shall be effective from ~~May 1, 2016~~, January 1, 2021, until April 30, ~~2020-2024~~ or ninety (90) days after the expiration of the Commercial Building Agreement between the RAB and the Union, whichever occurs later.

15. Gendered pronouns to be replaced throughout the Agreement with non-gendered nouns.

16. Continue all side letters and update, where applicable, with the 2021-2024 contribution rates, as attached.

17. Dates and Article Numbers to be updated and changed as necessary throughout the Agreement, holidays updated, etc.

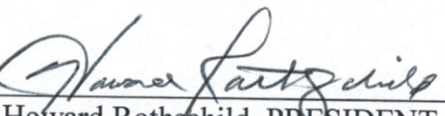
The parties agree to include in the final contract any language clarification which may be necessary as a result of this Stipulation of Agreement. This Agreement is subject to ratification by the Union and by the RAB Board of Directors.

AGREED to on this 7th day of January, 2020

LOCAL 32BJ, SERVICE EMPLOYEES
INTERNATIONAL UNION

By: 
Kyle Bragg, PRESIDENT

REALTY ADVISORY BOARD ON
LABOR RELATIONS, INC.

By: 
Howard Rothschild, PRESIDENT

ATTACHMENT 1

NO-DISCRIMINATION PROTOCOL

(1) **PROTOCOL¹**

The parties to this Agreement, the Union and RAB, believe that it is in the best interests of all involved - - employees, members of the Union, employers, the Union, the RAB and the public interest - - to promptly, fairly, and efficiently resolve claims of workplace discrimination, harassment and retaliation as covered in the No Discrimination Clause of the relevant collective bargaining agreement (collectively, "Covered Claims"). Such Covered Claims are very often intertwined with other contractual disputes under this Agreement. The RAB, on behalf of its members, maintains that it is committed to refrain from unlawful discrimination, harassment and retaliation. The Union maintains it will pursue its policy of evaluating such Covered Claims and bringing those Covered Claims to arbitration where appropriate. To this end, the parties establish the following system of mediation and arbitration applicable to all such Covered Claims, 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

¹ 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.

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 his/her 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 his/her 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 his or her 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, New York 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.

(5) **ANTI-DISCRIMINATION AND HARASSMENT TRAINING**

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.

January 1, 2021

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

Re: Reserved Question on Mandatory Arbitration for Statutory Discrimination Claims

Dear Kyle:

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

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

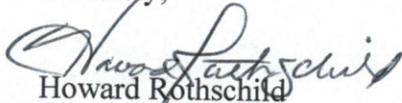
The Union contends that the CBAs do not make provision for arbitration of any claims that the Union does not choose to take to arbitration, including statutory discrimination claims, and therefore, individual employees are not barred from pursuing their discrimination claims in court where the Union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

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

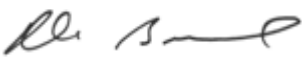
In 2010, the parties initiated the No-Discrimination Protocol. The No Discrimination Protocol is applicable to all such claims. This Protocol was intended, and continues, to serve as an alternative to arbitrating the parties’ disagreement on the Reserved Question. The parties agreed to include the No-Discrimination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

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

Sincerely,


Howard Rothschild
President, RAB

AGREED:



Kyle Bragg
President, SEIU, Local 32BJ

January 1, 2021

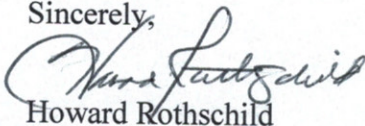
Kyle Bragg, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Payment Practices for Security Officers Who Call Out Sick on a Holiday

Dear Kyle:

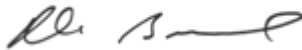
This letter shall serve to confirm our understanding that Employers' existing payment practices for those employees covered under the RAB Security Officers Owners Agreement who call out sick on a holiday shall continue for the duration of 2021 RAB Security Officers Owners Agreement. It is our understanding that the Employers' use of such existing practices during the duration of the 2021 RAB Security Officers Owners Agreement shall not form the basis of any grievance or other dispute between the parties to the 2021 RAB Security Officers Owners Agreement.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Kyle Bragg
President, SEIU, Local 32BJ

January 1, 2021

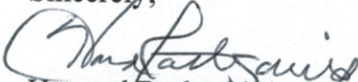
Kyle Bragg, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Extension of Trial or Probationary Period on Written Notice

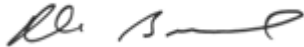
Dear Kyle:

This letter shall confirm our understanding, reached in bargaining the 2021 RAB Security Officers Owners' Agreement (the "Agreement"), that the "trial or probationary period" in Article 4.2 of the Agreement for employees employed under this Agreement shall be extended for a period of sixty (60) days, upon written notice to the Union and the Employee.

Sincerely,


Howard Rothschild
President, RAB

AGREED:



Kyle Bragg
President, SEIU, Local 32BJ

January 1, 2021

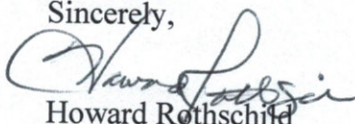
Kyle Bragg, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Training

Dear Kyle:

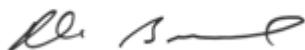
This will confirm our understanding that the RAB and the Union shall each appoint three (3) members to a Curriculum Committee of the Training Fund to make recommendations for any additional course or modifications.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Kyle Bragg
President, SEIU, Local 32BJ

January 1, 2021

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

**Re: 2021 RAB Security Officers Owners Agreement
Hourly Funds Contributions Rates**

Dear Mr. Rothschild:

This will confirm our understanding that Articles XI (Training), XX (Health), XXI (Legal Services), and XXII (SRSP) of the 2021 Realty Advisory Board Security Officers Owners Agreement are hereby modified as follows with respect to contribution rates:

Article XX (Health) - - The rate of contribution shall be as follows:

Effective January 1, 2021, the Employer shall contribute either \$925 per month for all employees who work more than two days per week, or \$6.19 per hour for all employees, up to forty (40) paid hours per week per employee.

Effective January 1, 2022, the Employer shall contribute either \$980.00 per month for all employees who work more than two days per week, or \$6.54 per hour for all employees, up to forty (40) paid hours per week per employee.

Effective January 1, 2023, the Employer shall contribute either \$1,032.00 per month for all employees who work more than two days per week, or \$6.86 per hour paid for all employees, up to forty (40) paid hours per week per employee.

Effective January 1, 2024, the Employer shall contribute either \$1,087.00 per month for all employees who work more than two days per week, or \$7.21 per hour paid for all employees, up to forty (40) paid hours per week per employee.

Article XI (Training) - - The rate of contribution shall be as follows:

Effective January 1, 2021, the Employer shall contribute to the Thomas Shortman Training Fund \$312 per year per employee. For employers who contribute on a monthly basis, contributions shall commence upon the completion of (30) days of employment. Effective January 1, 2021, employers who contribute to the Fund on an hourly basis shall contribute at a rate of \$.17 per employee per hour paid, up to 40 hours per week per employee, commencing on the employees first date of employment.

Article XXI (Legal Services) -- The rate of contribution shall be as follows:

Effective January 1, 2021, the Employer shall contribute for all employees who have completed one hundred twenty (120) days of employment. Effective January 1, 2021, the rate of contribution shall be either \$199.60 per year per employee, or \$0.11 per employee, per hour paid, up to 40 hours per week per employee. For Employers who contribute to the Fund on an hourly basis, contributions shall commence on the first day of the calendar month during which the employee completes one hundred twenty (120) days employment.

Effective January 1, 2023, the rate of contribution shall be either \$36.00 per year per employee, or \$0.02 per employee, per hour paid, up to 40 hours per week per employee.


Effective January 1, 2024, the rate of contribution shall be either \$199.60 per year per employee, or \$0.11 per employee, per hour paid, up to 40 hours per week per employee.

Article XXII (Supplemental Retirement and Savings Fund) - - The rate of contribution shall be as follows:

Effective January 1, 2021, the Employer shall contribute \$16 per week on behalf of all employees who work more than two days per week and who have completed two years of service, or \$.44 per hour paid on behalf of all employees who have completed two years of service, up to 40 hours per week per employee. For Employers who contribute to the Fund on an hourly basis, contributions shall commence on the first day of the calendar month during which the employee completes two years employment.

Provided that where an Employer elects to contribute at the hourly rates set forth above, no fewer than 93 percent of all unit employees must work more than two days per week.

Sincerely,



Kyle Bragg
President
SEIU Local 32BJ

Agreed:



Howard Rothschild
President
Realty Advisory Board on Labor Relations, Inc.

Date: January 7, 2021

January 1, 2021

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

**Re: 2021 RAB Security Officers Owners Agreement
Contribution Rates for Employees Covered by the Suburban Plan of
Health Benefits**

Dear Mr. Rothschild:

This will confirm our agreement that the where employees are covered by the Suburban Plan of health benefits pursuant to a transition agreement or assent this the RAB Security Officers Owners Agreement, the Employer shall contribute to the Health Fund at the following monthly rates:

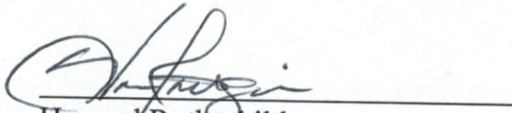
Effective January 1, 2021	\$1,646.00
Effective January 1, 2022	\$1,720.00
Effective January 1, 2023	\$1,797.00
Effective January 1, 2024	93% of the rate for the Metropolitan Plan of benefits set forth in the successor agreement to the 2020 RAB Commercial Agreement.

Sincerely,



Kyle Bragg
President
SEIU Local 32BJ

Agreed:



Howard Rothschild
President
Realty Advisory Board on Labor Relations, Inc.

Date: Jan 7, 2021