

## **STIPULATION OF AGREEMENT**

**STIPULATION OF AGREEMENT** made on the 14<sup>th</sup> day of March, 2023 between Service Employees International Union, Local 32BJ (the “Union”) and the Bronx Realty Advisory Board, Inc. (the “BRAB”).

**WHEREAS**, the 2019 Agreement (the “Agreement”) between the parties by its terms will expire on March 14, 2023; and

**WHEREAS**, the BRAB through its committee representing certain buildings and the Union through its bargaining committee, have now negotiated the terms of a new Agreement for their Bronx 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 BRAB Board of Directors, do hereby agree to extend the Agreement through March 14, 2027 at 9:00 p.m. ET and to amend the Agreement in accordance with the following stipulation:

1. **Article I: Union Shop.**

- a. Amend Article 1, Section (5) to include American Dream Fund or Political Action Fund contributions effective March 15, 2024.
- b. Replace Article I, Section (5)(e) with the following:

“Employers who are currently accepting electronic records as valid written authorizations or revocations for the 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 authorization 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.”

c. Replace Article 1, Section (5)(f) with the following:

“Employers who are currently transmitting Deductions by ACH shall continue to do so. The parties recognize that Employers who are not currently transmitting Deductions by ACH may need time and/or training to be able to do so. The Union shall provide any necessary training opportunity to the Employer to facilitate electronic transmission. Those Employers who are not currently transmitting Deductions by ACH shall commence transmissions by ACH 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 ACH payment may cause some delays in effecting transmissions. 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.”

2. **Article VIII – Sick/Personal Days.** Replace paragraph 4 with the following:

“Employees in their first year of employment shall be permitted to use paid time off benefits in addition to paid sick leave provided under this Agreement (e.g. vacation or holidays) solely for those reasons specified in the New York City Earned Safe and Sick Time Act, N.Y.C. Admin. Code §§20-911, et seq. (the “ESSTA”) and the New York State Paid Sick Leave Law, NYLL § 196-b (“NYSPSL”), to the extent applicable, to obtain a maximum of seven (7) paid sick days (up to 56 hours) annually. The parties agree that this Agreement provides comparable or better benefits to regular employees covered by this Agreement than those provided under the ESSTA and the NYSPSL. Thus, the Parties waive the application of the ESSTA and NYSPSL.”

3. **Article VIII: Sick/Personal Days.** Add the following as new paragraph 6:

“Upon request and in accordance with the terms of this Section, Employees shall be allowed to use a personal day from their allotment to observe Juneteenth.”

4. **Article XI: Moving Expenses.** Amend Article XI, Section 1 as follows (new language underlined, deleted language stricken):

1. All post-trial employees occupying living quarters as part of or incident to their employment shall receive moving expenses within the Metropolitan Area, of ~~seven hundred and fifty (\$750.00)~~ one thousand (\$1,000) dollars. The Union may require the deposit of said moving expenses with it before the employee vacates the premises, when and if discharged or required to move by the Employer. Where moving expense is deposited with the Union, it shall be held in escrow by the Union and shall not be released without the express authorization of the Employer. The Union assumes liability, to the extent of the sum held in escrow, arising from a breach of the escrow.

5. **Article XIV: Wages: Current Employees/New Hires.** Amend paragraph 1 as follows:

1. Employees shall receive the following wage increases in Article XIV, Section 1, sub-paragraphs (a) through (d) or the minimum wage rates in Article XIV, Section 1, sub-paragraph (e), whichever results in a higher rate of pay.

(a) Effective March 15, 2023, each full-time employee employed by a member of the BRAB shall receive an increase of \$0.50 per hour, or \$20.00 per week. Each part-time or work-out employee shall receive an increase of \$0.50 per hour.

(b) Effective March 15, 2024, each full-time employee employed by a member of the BRAB shall receive an increase of \$0.60 per hour, or \$24.00 per week. Each part-time or work-out employee shall receive an increase of \$0.60 per hour.

(c) Effective March 15, 2025, each full-time employee employed by a member of the BRAB shall receive an increase of \$0.72 per hour, or \$28.80 per week. Each part-time or work-out employee shall receive an increase of \$0.72 per hour.



(d) Effective March 15, 2026, each full-time employee employed by a member of the BRAB shall receive an increase of \$0.75 per hour, or \$30.00 per week. Each part-time or work-out employee shall receive an increase of \$0.75 per hour.

(e) The minimum hourly wage rate shall be as follows:

	March 15, 2023	March 15, 2024	March 15, 2025	March 15, 2026
<i>Buildings With 5 or Less Workers (All Classifications)</i>	\$16.50	\$17.00	\$17.60	\$18.20
<i>Buildings With More than 5 Workers (Other Classifications)</i>	\$17.00	\$17.50	\$18.10	\$18.70
<i>Handy Persons and Supers in Buildings with More than 5 Workers</i>	\$18.50	\$19.00	\$19.60	\$20.20

6. **Article XIV – Wages: Current/Employees/ New Hires.** Add the following as a new paragraph 12:

“An apartment provided by an employer to any resident employee without charging rent or other use and occupancy charges for the period for the employee’s employment and any utilities or services in connection with the apartment are provided for the benefit of the Employer and not for the benefit of the employee. The Employer and the Union agree that the value of an apartment and utilities provided to a resident employee incident to employment is not included as “wages” or “benefits” under the Fair Labor Standards Act, the New York State Labor Law, or any other applicable law.”

7. **Article XXII: Grievance and Arbitration.** Amend paragraph 1 as follows (new language underlined, deleted language stricken):

“ Any dispute, difference, controversy or grievance arising under this Agreement between the parties or between any Employer and the Union or any of its members must first be submitted in writing by the party claiming to be aggrieved to the other party within 120 days from the date the party knows or reasonably should have known that a violation of this Agreement has occurred, except for grievances involving suspensions without pay and discharges of non-resident employees, which must be submitted within 45 days. Grievances involving the

discharges of superintendents and other resident employees must be submitted within 15 days of the date the notice of termination or to vacate is delivered to the resident employee and shall be deemed simultaneously submitted for Step 1 and for arbitration to the Office of the Contract Arbitrator (OCA), located at the time of this Agreement at 370 Seventh Avenue, Suite 301, New York, NY 10001, pursuant to OCA's rules, ~~and procedures~~ and protocols for case management and scheduling for superintendent discharge cases.

- (a) Step 1 - Within fourteen (14) days of notice of the grievance the business representative of the Union and the Employer must confer to discuss a resolution of the grievance. If no agreement is reached, the parties shall proceed to Step 2.
- (b) Step 2 - The grievance shall be scheduled for the next meeting between a representative of the BRAB and the Union. If no agreement is reached, the parties shall proceed to Step 3. The parties shall meet no less than monthly regarding the scheduling of any outstanding Step 2 grievance meetings, and if no Step 2 meeting is scheduled in a particular grievance, the union may proceed to arbitration.
- (c) Step 3 – Except as otherwise established for grievances involving the discharges of resident employees, either party within fourteen (14) days of Step 2 may submit the grievance to arbitration before OCA pursuant to OCA's rules, ~~and procedures~~ and protocols for case management and scheduling. The cost of the arbitrator's fee shall be evenly divided between the Employer and the Union, provided however, that if the arbitrator finds that the Employer withheld an economic benefit from the grievant in bad faith, the Employer shall be responsible for 100% of the arbitrator's fees. The arbitrator shall be required to grant one adjournment for either party if they fail to appear at arbitration. The next mutually acceptable scheduled date may be marked peremptorily against the party that failed to appear. If that party again fails to appear on the adjourned date, then the arbitrator is hereby authorized to render a decision based on the testimony of the party appearing. The non-appearing party, however, shall be required to pay the full fee charged by the arbitrator."

8. **Article XXII – Grievance and Arbitration.** Modify paragraph 6(b)(2) and 6(b)(3) as follows (new language underlined, deleted language stricken):

- (2) For a basement apartment:

One bedroom - ~~\$756.00~~ 793.80 per month;

Two bedrooms - ~~\$882.00~~ 926.10 per month;

Three bedrooms - ~~\$1,008.00~~ 1,058.40 per month.

(3) For a 1st floor apartment or above:

One bedroom - ~~\$972.41~~ 1,021.03 per month;

Two bedrooms - ~~\$1250.24~~ 1,312.75 per month;

Three bedrooms - ~~\$1528.07~~ 1,604.47 per month.

On March 15, 2024, 2025 and 2026 respectively, monthly use and occupancy will increase by three percent (3%).

9. **Article XXVII: Fund Contributions.**

- a. Amend Article XXVII, Section 1 (Health Fund) as follows: The Employer will participate in the Service Employees 32BJ North Health Benefit Fund at the following rates:
  - i. Effective April 1, 2023, the Employer shall contribute to the North Health Fund the sum of one thousand five hundred eighty-eight dollars (\$1,588.00) per month per eligible employee;
  - ii. Effective April 1, 2024, the Employer shall contribute to the North Health Fund the sum of one thousand six hundred fifty-nine dollars (\$1,659.00) per month per eligible employee;
  - iii. Effective April 1, 2025, the Employer shall contribute to the North Health Fund the sum of one thousand seven hundred forty-two dollars (\$1,742.00) per month per eligible employee;
  - iv. Effective April 1, 2026, the Employer shall contribute to the North Health Fund the sum of one thousand eight hundred twenty-nine dollars (\$1,829.00) per month per eligible employee.



- b. Amend Article XXVII, Section 1(d), by replacing the first sentence with the following:

“In the event that the Employer fails to notify the North Health Fund within twenty (20) days of the resignation or termination of an employee in the building, the Employer shall be liable for contributions, for any period during which the Fund provides coverage to a former employee as a result of the Employer’s failure to report the employee’s termination of employment.”

- c. Amend Article XXVII, Section 2 (Pension Fund) as follows: The Employer will participate in the Service Employees 32BJ North Pension Benefit Fund at the following rate:
  - i. Effective April 1, 2023, the Employer shall contribute to the North Pension Fund the sum of four hundred dollars (\$400.00) per month per eligible employee;
- d. Article XXVII, Section 3 (Legal Services Fund): Maintain participation in the Service Employees 32BJ North Legal Services Fund at the sum of nine dollars (\$9.00) per employee per month.
- e. Article XXVII, Section 4 (Training Fund): Maintain participation in the Building Service 32BJ Thomas Shortman Training, Scholarship and Safety Fund at the sum of fourteen dollars and thirteen cents (\$14.13) per employee per month.
- f. Amend Article XXVII, Section 4 (Training Fund): Eliminate the ninety (90) day waiting period for new hires to participate in the Thomas Shortman Training, Scholarship and Safety Fund, without employer contribution before the 90<sup>th</sup> day.
- g. Article XXVII, Section 6 (Supplemental Retirement Savings Plan): Maintain participation in the Building Service 32BJ Supplemental Retirement Savings Plan (SRSP) with employer contributions of five dollars (\$5.00) per week.

10. **Article XXXII: Termination of Agreement.**

Modify Article XXXII, Section 1 to provide for a four (4) year agreement, effective March 15, 2023 through 9:00 p.m. Eastern Time on March 14, 2027.

11. **Article XXXVIII: Staff Reduction.** Modify paragraph 1(c) as follows (new language underlined):

“(c) If the parties cannot agree, the matter shall be referred to arbitration on a priority basis pursuant to OCA’s rules, procedures and protocols for case management and scheduling. The parties agree to have the arbitration within twenty (20) days if the arbitrator can schedule the matter. The arbitration shall be conducted in accordance with the terms and conditions of this Agreement.”

12. **Article XXXVIII: Staff Reduction.**

- a. Add the following as new paragraph 2:

“If the Employer desires to reduce its work force due to the exceptional circumstance of there being insufficient work for the amount of staff, the Employer shall send notice to the BRAB and the Union simultaneously and such notice shall include a detailed description of the work being performed by those whom the Employer asserts don’t have sufficient work; a description of additional work that such employees should be performing within their normal working hours; the proposed reduction of force in work hours; change in schedules and duties of remaining employees resulting from the reduction in force. The notice shall include both present and proposed work specifications and schedules.

After the above-mentioned notice is received, the BRAB shall promptly schedule a meeting to discuss the Employer’s staff reduction request.”

- b. Delete paragraph 1(f) and move it to the end of Article I(1).

13. **Side Letters.** Renew and update Side Letters on Most Favored Nation Compliance, and Pension Fund Assessments.

14. **Prevailing Wage Side Letter.** Replace side letter with the following:

In the event a prevailing wage or other government-mandated compensation standard (such as



the New York City Housing Authority RAD program standard) applies to a location, an Employer bound to the Collective Bargaining Agreement between the BRAB and the Union shall notify the Union and the BRAB after it becomes aware of such obligation.

The BRAB and the Union agree to negotiate economic Rider Agreement(s) to reflect such prevailing wage or other government-mandated compensation, which an Employer may adopt, with or without certain modifications, subject to the terms of this Side Letter. Employers that adopt a Rider Agreement negotiated between the BRAB and the Union, with or without modifications, shall promptly become members of the BRAB and execute an assent to the Collective Bargaining Agreement between the BRAB and the Union subject to the terms of the Rider Agreement.

At prevailing wage or other government-mandated compensation locations where the Union represents the employees, a covered Employer shall escrow supplemental benefits monies that become due to any employee(s) under applicable law, subject to negotiation with the Union of a Rider Agreement. If the Employer has been providing or paying supplemental benefits, it shall not be required to cease doing so during the process of concluding negotiations with respect to a Rider Agreement. If a governmental entity advises that escrowed supplemental benefits must be paid by the Employer to the employees and not into escrow, the Employer shall notify the Union and the BRAB but may comply with that advice.

Nothing under this Side Letter, the Rider Agreements, or any other agreement negotiated between the BRAB and the Union is intended to or shall waive, limit, or restrict an employer's right to challenge or contest the application of or a determination with respect to a prevailing wage or other government-mandated compensation standard to an employer or property.

15. **Reopener Side Letter.** Create new side letter that provides as follows:

The BRAB may, upon written notice sent via email to the Secretary Treasurer of the Union on or before March 1, 2024, terminate this Agreement, which termination shall be effective on March 31, 2024. The Agreement shall reopen for negotiations for all purposes. If written notice is sent under this paragraph, all economic increases and other changes to become effective after March 1, 2024 are suspended pending negotiations with the BRAB and the Union. In the event the Parties have not reached agreement on or before March 31, 2024 the Agreement shall be terminated and the restrictions in Article XXIII (Strikes and Lockouts) shall not apply.

16. **Political Side Letter.** Create new side letter that provides as follows:

The Union and the BRAB agree to work together to promote the health and development of the Bronx real estate industry and job opportunities in the industry. The Union and the BRAB shall meet at least quarterly to advance these objectives.

\* \* \*

Additionally, the parties agree to review existing contract language to ensure the use of gender-neutral terminology.

The parties agree to update all existing references to dates that require updating, or other outdated terminology, during the integration process.

The parties agree to update the pagination of the “Index” to correspond with the headings and page numbers.


The parties agree to update the BRAB address to 2343 Grand Concourse, Suite 400, Bronx, New York, 10458.

### **Ratification**

The terms of this Stipulation of Agreement are subject to ratification by the Union membership and BRAB Board of Directors and individual Employer assents.

**SEIU LOCAL 32BJ**

**BRONX REALTY ADVISORY  
BOARD, INC.**

By:   
Shirley Aldebol  
Vice President

Date: 3/16/2023

By:   
William Schur  
President

Date: 3/16/2023