

STIPULATION OF AGREEMENT

Agreement made on the 27th day of December, 2023 between Local 32BJ, Service Employees International Union ("Union"), and the Realty Advisory Board on Labor Relations, Inc. ("RAB").

WHEREAS, the 2020 Commercial Building Agreement (the "Agreement") between the parties by its terms will expire on December 31, 2023; and

WHEREAS, the RAB through its Commercial Negotiating Committee representing certain commercial buildings, 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, 2027 and amend the Agreement in accordance with the following stipulation:

1. ARTICLE I (UNION RECOGNITION AND UNION SECURITY), SECTION 9

- a) Modify the sixth and seventh paragraphs of Section 9 (at page 9) to read (new language underlined, deleted language stricken):

"The Employer shall provide employee information in connection with the transmission of dues, initiation fees, all legal assessments and other deductions required to be transmitted to the Union (collectively, "Deductions"). Deductions from employees' paychecks shall be transmitted to the Union electronically via ACH ~~or wire transfer~~ utilizing the 32BJ self-service portal, unless the Union directs, in writing, that Deductions be remitted by means other than electronic transmittals. The Union shall specify reasonable information to be recorded and/or transmitted by the Employer, as necessary and consistent with this Agreement.

Employers who are currently transmitting Deductions by ACH shall continue to do so. The parties recognize that Employers who are not currently transmitting Deductions by ACH, including those who may currently be transmitting deductions through wire transfer, may need time and/or training to be able to do so. The Union shall provide any necessary training opportunity to the Employer to facilitate electronic transmissions. Those Employers who are not currently transmitting Deductions by ACH shall commence transmission by ACH no later than nine (9) months from the date an Employer first becomes signatory to this Agreement, or for employers currently utilizing wire transfer, nine (9) months from the effective date of this Agreement, (collectively the "Transition Period"), provided that any reasonably requested training has been provided by the Union. It is understood that the transition to ACH payment may cause some delays in effecting transmission. During the

Transition Period, Employers who deduct appropriately, but whose transmissions are delayed, shall not be subject to interest or penalties owing to such delays.”

2. ARTICLE VIII (ARBITRATION), SECTION 8

a) Incorporate appropriate and agreed-upon changes to the Arbitrator Panel in Section 8 (at pages 30-31) by adding additional arbitrators to be agreed to by the parties before publishing the contract, and removing arbitrators to be agreed to by the parties before publishing the contract.

b) Replace the first sentence of Section 8(2) (at pages 27-28) with the following:

“A hearing shall be promptly scheduled in accordance with the Office of the Contract Arbitrator (“OCA”) Protocols after either the Union or the RAB has served written notice upon OCA, with copy to the other party, of any issue to be submitted.”

3. ARTICLE XI (HEALTH, PENSION, TRAINING, LEGAL AND SUPPLEMENTAL RETIREMENT AND SAVINGS FUNDS)

a) SECTION A (HEALTH FUND)

(i). Update dates to reflect the 2024-2027 term of agreement.

(ii). Revise the amounts listed in paragraphs (2) through (5) (at page 42) to reflect that the Employer shall make the following annual contributions per employee into the Building Service 32BJ Health Fund:

Effective January 1, 2024	\$23,892.00
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Effective January 1, 2025	\$24,612.00
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Effective January 1, 2026	\$25,104.00
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Effective January 1, 2027	\$25,728.00
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(iii). Revise the second sentence of paragraph (8) (at page 44) as follows (new language underlined, deleted language stricken):

“The bargaining parties have already accepted the previous recommendations of the Health Fund Study Committee to save the Health Fund at least ~~\$70~~100 million per year in costs commencing no later than January 1, 2012, and recommended to the Health Fund Trustees, who acted upon the recommendations, to take all legal action necessary . . .”

b) SECTION B (PENSION FUND)

(i). Update dates to reflect the 2024-2027 term of agreement.

- (ii). The bargaining parties shall recommend to the Trustees of the Building Service 32BJ Pension Fund ("Pension Fund") a ten percent (10%) pension benefit enhancement for all participants in Programs A and B of the Pension Fund effective July 1, 2024 in accordance with the Trust Agreement rules and procedures of the Pension Fund and applicable law.
- (iii). Revise the amounts listed in paragraph (2) (at page 48) to reflect that the Employer shall make the following weekly contributions per employee into the Building Service 32BJ Pension Fund:

Effective January 1, 2024	\$134.75
Effective January 1, 2025	\$138.75
Effective January 1, 2026	\$142.75
Effective January 1, 2027	\$146.75

c) SECTION C (TRAINING, SCHOLARSHIP AND SAFETY FUND)

- (i). Revise the amount listed in the second paragraph (at page 51) to reflect that, effective January 1, 2024, the Employer shall contribute the following annual contributions per year per employee to the Thomas Shortman Training, Scholarship and Safety Fund:

Effective January 1, 2024	\$169.60
Effective January 1, 2025	\$169.60
Effective January 1, 2026	\$193.60
Effective January 1, 2027	\$193.60

d) SECTION D (GROUP PREPAID LEGAL FUND)

- (i). Update dates to reflect the 2024-2027 term of agreement.
- (ii). Revise the amounts listed in the second and third paragraphs (at pages 51-52) to reflect that the Employer shall make the following contributions per year per employee into the Building Service 32BJ Legal Services Fund:

Effective January 1, 2024	\$36.32
Effective January 1, 2025	\$199.60
Effective January 1, 2026	\$175.60
Effective January 1, 2027	\$175.60

e) **SECTION E (SUPPLEMENTAL RETIREMENT AND SAVINGS FUND (SRSF))**

- (i). Revise the second paragraph (at page 52) to reflect that, effective January 1, 2024, the Employer shall contribute \$13.00 per week per employee to the Building Service 32BJ Supplemental Retirement and Savings Fund.

4. **ARTICLE XI (HEALTH, PENSION, TRAINING, LEGAL AND SUPPLEMENTAL RETIREMENT AND SAVINGS FUNDS), SECTION F (PROVISIONS APPLICABLE TO ALL FUNDS)**

- a) Replace paragraph (3) (at page 54) with the following language:

“Except as otherwise provided in Article XXI, Section 10(b) below, with respect to the Building Service Pension and Supplemental Retirement Savings Funds, employees shall have a waiting period of ninety (90) days before becoming eligible to participate in the Funds and no contribution shall be made on behalf of employees during the ninety (90) day period. However, notwithstanding the foregoing, newly hired employees shall be eligible to participate in the Training Fund upon their date of hire.”

5. **ARTICLE XIII (SICKNESS BENEFITS)**

- a) Modify the first paragraph of Section 1 (at page 56) to read (new language underlined, deleted language stricken):

“Any regular employee with at least one (1) year of service (as defined in Section 4 below) in the building or with the same Employer, shall receive in a calendar year from the Employer ten (10) paid sick days for bona fide illness. Regular employees with less than one (1) year of service shall be advanced up to three (3) paid sick or other paid days off from the allotments that they receive upon their first anniversary to obtain a maximum of seven (7) paid days in their first year of employment for the purposes specified in the New York Paid Sick Leave Law, Labor Law Section 196-b, and the New York City Earned Safe and Sick Time Act, N.Y.C. Admin. Code Section 20-911 et seq.”

- b) Modify the second paragraph of Section 1 (at page 56) to read (new language underlined, deleted language stricken):

“Any employee entitled to sickness benefits shall be allowed ~~five (5)~~seven (7) single days of paid sick leave per year taken in single days. The remaining ~~five (5)~~three (3) days of paid sick leave may be paid either for illnesses of more than one (1) day’s duration or may be counted as unused sick leave days.”

- c) Modify Section 6 (at pages 58-59) to read (new language underlined, deleted language stricken):

“The parties agree that on an annual basis the paid leave benefits provided to regular employees under this Agreement, including but not limited to paid sick leave, vacation days, personal days, elective holidays, and service center days 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. Therefore, the provisions of those that Acts are hereby waived.”

6. ARTICLE XVII (WAGES AND HOURS)

- a) The provisions of Article XVII, Section 1 (at pages 62-65) shall be modified as follows (new language underlined, deleted language stricken):
- (a) Effective January 1, ~~2020~~2024, each employee covered hereunder shall receive a wage increase of ~~\$0.65~~\$0.50 for each regular straight time hour worked.
 - (b) Effective January 1, ~~2021~~2025, each employee covered hereunder shall receive a wage increase of ~~\$0.70~~\$1.00 for each regular straight time hour worked.
 - (c) Effective January 1, ~~2022~~2026, each employee covered hereunder shall receive a wage increase of ~~\$0.70~~\$1.075 for each regular straight time hour worked.
 - (d) Effective January 1, ~~2023~~2027, each employee covered hereunder shall receive a wage increase of ~~\$0.825~~\$1.150 for each regular straight time hour worked.
 - (e) 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 (a) through (d).

Minimum wage rates shall be those set forth in the tables on pages 155-162 hereof, increased accordingly to reflect the above increases in each category of work.

Effective January 1, ~~2021~~2025, 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~~2023 to November ~~2020~~2024 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~~2025. 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~~2026, in the event that the percentage increase of 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~~2024 to November ~~2021~~2025 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~~2026. 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~~2027, 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~~2025 to November ~~2022~~2026 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~~2027. 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.

- b) Insert the following language after the first paragraph of Article XVII, Section 2(a) (at page 65):

“Notwithstanding the above, if the Employer seeks to implement an alternate full time work schedule with daily shifts in excess of eight (8) hours, the Employer shall notify the Union and the RAB, and the parties shall discuss the implementation of such a schedule including the impact and process for obtaining the consent of the impacted employees. Any employee seeking to work a modified schedule shall execute a form to be agreed upon by the parties that states that the request to work the modified schedule is knowingly and voluntarily made, and the Employer shall retain a copy of such form. Upon receipt of an executed form, the Union will waive the enforcement of any obligation under the Agreement for the Employer to pay an overtime or premium pay for working more than eight (8) hours in a day.”

- c) The provisions of Article XVII, Section 4 (at pages 68-69) shall be modified as follows (new language underlined, deleted language stricken):

Employees who have a regular work schedule that includes Saturday or ~~and~~ Sunday as of December 31, 2023, and are currently receiving premium pay of time and one-half the regular straight time hourly rate of pay for work performed on Saturday or Sunday shall continue to receive that premium pay for work performed on Saturday or Sunday as part of their regular work schedule. New employees and those not presently assigned weekend work and receiving weekend premium pay shall not be entitled to premium pay for work performed on Saturday or Sunday unless the employee is entitled to premium pay pursuant to another provision of this Agreement. Part-time employees will also receive time and one-half the regular straight time hourly rate of pay for all work performed on Saturdays and Sundays. If after January 1, 2024, the Employer creates or fills five (5) days per week positions that include

regularly scheduled weekend work as part of a 40-hour per week schedule, employees in those positions will not be entitled to premium pay for work performed on Saturday or Sunday unless the employee is entitled to a premium under a different provision of this Agreement.~~premium days for all employees (excluding guards hired on or after January 1, 1978) and work performed on such days shall be paid for at the rate of time and one-half the regular straight-time hourly rate of pay.~~

In determining whether an employee's work shift is to be considered as falling on Saturday or Sunday, for this section~~the purpose of premium pay~~, it is understood that the meaning of Saturday or Sunday work shall be the same as now applies or, where there is no such practice, shall be based upon the holiday premium pay practice.

~~The parties agree that where an Employer's normal business includes weekend operations, the rationale for weekend premium pay may not be present. Upon the RAB's request, the Union shall consider whether operations at particular locations warrant relief from the weekend premium pay obligation, and if the Union agrees that the circumstances warrant relief, the Union and the RAB may agree that weekend premium pay will not be required.~~

~~In newly constructed buildings, employees whose regular shifts include work on Saturday or Sunday shall not receive weekend premium pay for work on those days. This shall not affect eligibility for other premium pay for which the employees might otherwise qualify, including but not limited to overtime pay.~~

7. ARTICLE XVIII (SUPERINTENDENTS), SECTION B (WAGES AND HOURS)

- a) The provisions of Article XVIII, Section B (at page 71) shall be modified as follows (new language underlined, deleted language stricken):

Effective January 1, ~~2020~~2024, Superintendents covered by the Agreement shall receive a ~~\$30.00~~24.00 weekly wage increase.

Effective January 1, ~~2021~~2025, Superintendents covered by the Agreement shall receive a ~~\$32.00~~44.00 weekly wage increase.

Effective January 1, ~~2022~~2026, Superintendents covered by the Agreement shall receive a ~~\$32.00~~47.00 weekly wage increase.

Effective January 1, ~~2023~~2027, Superintendents covered by the Agreement shall receive a ~~\$37.00~~50.00 weekly wage increase.

8. ARTICLE XX (TERMS OF AGREEMENT AND RENEWALS)

- a) Revise dates to reflect a four (4) year agreement through and including December 31, 2027. Expiration date for engineers and superintendents shall be extended to February 29, 2028.

9. ARTICLE XXI (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 2024, 2025, 2026, and 2027.
- b) Revise the Elective Holiday list (at page 84) to include Juneteenth.

10. ARTICLE XXI (GENERAL CLAUSES), SECTION 10 (REPLACEMENTS, PROMOTIONS, VACANCIES, TRIAL PERIODS, AND NEWLY HIRED EMPLOYEES)

- a) Modify the first paragraph of Section 10(a) (at page 91) to read (new language underlined, deleted language stricken):

“In filling vacancies or newly created positions in the bargaining unit, preference shall be given to those employees already employed in the building, based upon the employee’s seniority, but training, ability, efficiency, past performance, and professionalism within the commercial setting and appearance, where required, shall also be considered.”

- b) Modify the last paragraph of Section 10(a) (at page 92) to read (new language underlined, deleted language stricken):

“There shall be a trial period for all newly hired employees for ~~sixty (60)~~ ninety (90) calendar days.”

11. ARTICLE XXI (GENERAL CLAUSES), SECTION 11 (RECALL)

- a) Modify the fourth sentence of Section 11 (at page 96) to read (new language underlined, deleted language stricken):

“The Employer shall notify the last qualified laid-off employee of any job vacancy by certified or registered mail, ~~return receipt requested, and may also provide supplemental notice by e-mail and/or text message~~, at such employee’s last known address, of any job vacancy. A copy of this notice shall be sent to the Union.”

12. ARTICLE XXI (GENERAL CLAUSES), SECTION 13 (VACATIONS AND VACATION RELIEF EMPLOYEES)

- a) Replace the last paragraph of Section 13(b) (at page 104) with the following language:

“During the five (5) month vacation relief period, no contribution to any Benefit Funds shall be made for a vacation relief person and vacation relief persons are not eligible for 32BJ Benefit Fund coverage during the five (5) month vacation relief period, except that they are eligible to participate in the Training Fund during the five (5) month vacation relief period, consistent with Article XI, Section F(3) above” (as revised herein).

13. ARTICLE XXI (GENERAL CLAUSES), SECTION 24 (NO DISCRIMINATION)

- a) Modify paragraph (A) (at page 110) to read (new language underlined, deleted language stricken):

“(A) There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, ~~union membership~~, sexual orientation, gender identity, pregnancy-related conditions, union membership, marital status, or any characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, 42 U.S.C. § 1981, the Age Discrimination in Employment Act, the Family Medical Leave Act, the New York State Human Rights Law, the New York City Human Rights Code, New Jersey Law Against Discrimination, New Jersey Conscientious Employee Protection Act, Connecticut Fair Employer Practices Act, 42 U.S.C. § 1981, Family and Medical Leave Act, or any other similar laws, rules or regulations. All such claims shall be subject to the grievance and arbitration procedure (Articles VII and VIII) as the sole and exclusive remedy for violations. Provided, however, that nothing herein shall preclude the filing or adjudication of any statutory claim at any time (i) before the Equal Employment Opportunity Commission (“EEOC”) or other similar agency whose jurisdiction includes employment discrimination claims; or (ii) before the National Labor Relations Board (“NLRB”). Nor shall an employee be required to submit a claim involving sexual harassment and/or sexual assault to arbitration. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.”

- b) Modify paragraph (B)(1) (at page 111) to read (new language underlined, deleted language stricken):

“(B) No-Discrimination Protocol

(1) Protocol¹(Footnote from 2020 Agreement will be included in integrated Agreement text)

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, provided that nothing herein shall preclude the filing or adjudication of any statutory claim at any time (i) before the EEOC or other similar agency whose jurisdiction includes employment discrimination claims; or (ii) before the NLRB. Nor shall an employee be required to submit a claim involving sexual harassment and/or sexual assault to arbitration~~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.”

- c) Add the following as a new paragraph (B)(2)(a) (at page 112) (current paragraphs (B)(2)(a) through (B)(2)(i) to be renumbered as paragraph (B)(2)(b) through (B)(2)(j)):

“(a) The Mediation Protocol set forth below is mandatory for all Covered Claims.”

- d) Update reference in current paragraph (B)(2)(b) (at page 113) to “2022 Apartment Building CBA, Article VI, Paragraph 8.”

- e) Add the following as a new paragraph (B)(2)(k) (at page 115):

“(k) With respect to mediation of sexual harassment and/or sexual assault claims, an employee may terminate mediation upon written notice to the other Parties no earlier than seventy-five (75) days after providing the Notice of Claim. In the event that mediation has not been conducted for seventy-five (75) days at the time the employee files a claim in court, the employer may request that the court stay the action pending completion of the seventy-five (75) days of mediation but may not seek dismissal.”

- f) Add the following as a new paragraph (B)(5) (at pages 118-119):

“Nothing contained within this Protocol shall require mediation or arbitration where prohibited by law. With respect to any Covered Claim that employees may not lawfully be required to submit to mediation or arbitration, employees may voluntarily submit such claims to the foregoing mediation and/or arbitration procedures.”

- g) Name new and/or additional mediators, before the publication of this Agreement, to the Mediation Panel for Covered Claims brought to mediation based on the No Discrimination Protocol referenced in Section 24(B).

14. ARTICLE XXI (GENERAL CLAUSES), SECTION 29 (BUILDING SAFETY AND SECURITY)

- a) Rename the Section, “Health, Safety and HERO Act.”

- b) Add the following new Subsection (B) (at page 123, renumbering the current paragraph Subsection (A)) (from the HERO Act Memorandum of Agreement executed July 12, 2021 (new language underlined, deleted language stricken)):

~~“Whereas, SEIU Local 32BJ (“Union”) and the Realty Advisory Board on Labor Relations, Inc. (“RAB”), on behalf of its members (“Employers”) are parties to the 2020 RAB Commercial Building Agreement, the 2020 RAB Contractors Agreement, the 2018 Apartment Building Agreement, the 2018 Resident Managers and Superintendents Agreement, the 2018 Long Island Apartment Building Agreement, the 2021 Security Officers Agreement, and the 2021 RAB Window Cleaners Agreement (collectively, the “Agreements”);~~

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~~Whereas, the COVID-19 pandemic has impacted building operations and building service workers throughout the City of New York and its surrounding counties;~~

~~Whereas, the parties desire to maintain the stable labor relations that have served them well during the COVID-19 pandemic, and ensure an effective and consistent response across the Industry to this and future public health crises arising from airborne infectious diseases;~~

~~Whereas, on May 5, 2021, the New York Health and Essential Rights Act, Senate Bill 1034B ("S1034B"), amending the New York Labor Law to include provisions on prevention of airborne infectious disease, was signed into law. On July 12, 2021, the parties executed a Memorandum of Agreement ("HERO Act MOA") on this topic. The parties agreed, and continue to agree, that the HERO Act MOA would apply to the 2020 RAB Commercial Building Agreement, the 2020 RAB Contractors Agreement, the 2018 Apartment Building Agreement, the 2018 Resident Managers and Superintendents Agreement, the 2018 Long Island Apartment Building Agreement, the 2021 Security Officers Agreement, and the 2021 RAB Window Cleaners Agreement (collectively, the "Agreements"). by Governor-Cuomo;~~

~~Whereas the parties have sought to provide reasonable and effective protection from airborne infectious diseases to employees in the Industry from the outset of the COVID-19 pandemic and wish to continue such valuable and effective cooperation;~~

~~Now, therefore, the RAB, on behalf of its members, and the Union Consistent with the HERO Act MOA, the parties agree to implement the following to ensure a safe and healthy workplace for Industry employees as follows:~~

1. ~~In the event the HERO Act is once again triggered, the parties agree~~
~~Employers agree to adopt an airborne infectious disease exposure~~
~~prevention plan by August 2, 2021 no later than sixty (60) calendar days~~
~~from the triggering of the HERO Act, by either adopting the model~~
~~standard promulgated by the Commissioner of the Department of Labor in~~
~~consultation with the Department of Health, or by establishing an~~
~~alternative plan that is comparable to or better than the minimum~~
~~standards provided by the model standard. The RAB and the Union agree~~
~~that an Employer's adoption of the model standard relevant to them shall~~
~~satisfy that Employer's obligation to adopt an airborne infectious disease~~
~~exposure prevention plan. Any Employer seeking to adopt an alternative~~
~~plan that is comparable to or better than the model plan shall submit such~~
~~plan to the RAB and the Union at least fourteen (14) days prior to the~~
~~proposed effective date of such alternative plan, and if neither the RAB~~
~~nor the Union object to such plan, in writing, within the fourteen (14) day~~
~~period, such alternative plan will satisfy the Employer's obligation to~~
~~adopt an airborne infectious disease exposure prevention plan.~~
2. ~~The RAB, Employers, and the Union agree to establish joint labor-~~
~~management workplace safety committees. The workplace safety~~

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committees will be organized by Employer, except where the parties mutually agree that another format is acceptable. The workplace safety committees shall be comprised of Employer representatives, selected in consultation with the RAB, Union representatives, and bargaining unit employee representatives as the Union may designate. The workplace safety committees shall meet as needed, upon the request of either the Employer or the Union, at such times and in such manner as the Employer, RAB and the Union may deem reasonable and proper. Each workplace safety committee so-established, will have the ability, consistent with S1034B, to: (a) raise health and safety concerns, hazards, complaints and violations to the Employer; (b) review any policy or procedures put in place in the workplace concerning workplace safety; (c) participate in any site visit by any governmental agency responsible for enforcing safety and health standards in a manner consistent with applicable law; (ed) review relevant reports filed by the Employer related to the health and safety of the workplace in a manner consistent with applicable law; and (e) discuss training and equipment needs, including personal protective equipment. Meetings shall occur during work hours and shall be scheduled within two (2) weeks of either party requesting the meeting, provided that in the event that there is an urgent health and safety issue or other urgent operational issue in connection with the exposure prevention plan, the parties shall make their best efforts to meet on an expedited basis. Upon agreement by the parties, commonly-owned, commonly-managed buildings that are subject to one of the above-referenced Building Agreements, may form a workplace safety committee that covers all or some of the commonly-owned, commonly-managed buildings. Established workplace safety committees may make reports and recommendations to the Employer, as necessary, concerning the above and other matters covered by S1034B within their responsibility to the Employer as may be appropriate.

3. The RAB, on behalf of its members, and the Union agree that the benefits provided under the Agreements and under this ~~Memorandum of Agreement~~ Section and the HERO Act MOA are comparable to or better than those provided under S1034B, enacted under N.Y. Labor Law Sections 27-d and 218-b. and therefore, pursuant to N.Y. Labor Law § 27-d(7) and N.Y. Labor Law Section 218-b (9), the provisions of S1034B are waived with regard to these parties, and to the extent not precluded by those laws with regard to other parties. The parties further agree that any dispute arising out of or relating to airborne infectious disease exposure prevention, including, without limitation, the implementation of ~~this Memorandum of Agreement~~ the HERO Act MOA, shall be resolved through the applicable grievance and arbitration processes of each of the ~~applicable Agreements set forth in this Agreement~~, as the sole and exclusive process for resolution of such disputes. Any grievance alleging a violation of the Employer's exposure prevention plan that creates a substantial probability that serious physical harm or death could result

from a condition which exists, or from one or more practices, means, methods, operations or processes which have been adopted or are in use, by the Employer at the work site, shall be submitted to expedited arbitration within three (3) business days of an arbitration demand.

4. During the period of time prior to any requirement by the Department of Labor or Department of Health that the Employer implement its exposure prevention plan Employers shall follow the joint guidelines developed by the RAB, Local 32BJ and REBNY, as they may be revised, with respect to personal protective equipment, social distancing and other practices to reduce the risk of COVID-19 exposures and/or transmissions.”

15. Eliminate Obsolete Provisions.

- a) Delete the last sentence of Article XXI, Section 21(d) (at page 108):

~~“Where an employee was placed on a part-time basis or suffered a pay reduction because of a change in such employee’s work category prior to February 1, 1966, and did not receive termination pay based on such employee’s former pay, “week’s pay” shall be determined by agreement, or through grievance and arbitration.”~~

- b) Remove Side Letter Re: Employer Contributions to Pension and SRSP Funds (at page 142).

16. Continue all applicable side letters and execute new side letters, as attached.

17. Update all dates as necessary throughout the Agreement to correspond to the 2024 through 2027 term of the Agreement.

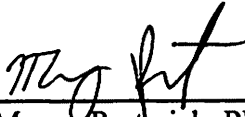
18. Continue to replace gendered pronouns throughout the Agreement with non-gendered nouns (e.g., replace “he,” “she,” “him,” or “her” with “employee,” “supervisor”, etc., as appropriate) at the integration of the contract.

19. Update and confirm page, article, and section numbering/lettering.

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 27th day of December, 2023.

LOCAL 32BJ, SERVICE EMPLOYEES
INTERNATIONAL UNION

By: 
Manny Pastreich, PRESIDENT

REALTY ADVISORY BOARD ON
LABOR RELATIONS, INC.

By: 
Howard Rothschild, PRESIDENT

December 27, 2023

Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Reserved Question on Mandatory Arbitration for Statutory Discrimination Claims

Dear Manny:

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.

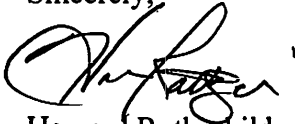
The parties agree that, should either the Union or the RAB deem it appropriate or necessary to do so, that party may bring to arbitration the Reserved Question. The parties intend that the Reserved Question may only be resolved in arbitration between them and not in any form of judicial or administrative 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:



Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023

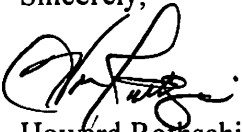
Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: No-Strike Provision

Dear Manny:

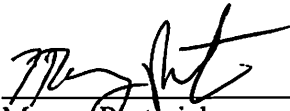
This letter confirms that the Union will use its best efforts to notify the Labor Peace Committee in advance of any disputes/issues relating to a signatory employer prior to engaging in activities described in Article IX, paragraph 6 of the Commercial Building Agreement. Any disputes regarding the sufficiency of the notice shall be addressed solely at, and by, the Labor Peace Committee, and not by recourse to Article VIII, or in any other forum.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023


Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Transition from Contractor to Direct Building Employee

Dear Manny:

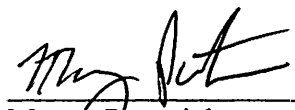
No employee who is transferred from a contractor to the building payroll purely as a result of the owner and/or agent terminating the contractor and performing building service work directly, shall suffer a loss of benefits that are determined by an employee's accrued time (years of service) as provided in Article XIII (Sickness Benefits) and Article XXI, Section 11 (Recall), Section 12 (Leave of Absence and Pregnancy Leave), Section 13 (Vacations and Vacation Relief Employees), and Section 21 (Termination Pay) of the Agreement.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023

Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Consultancy Committee

Dear Manny:

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 their 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 the Contractors Agreement.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023

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

Re: Reduction in Force

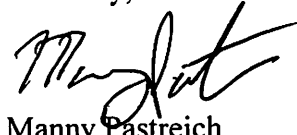
Dear Howard:

This will confirm our understanding during our recent negotiations that the Union and the RAB reaffirm their 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.

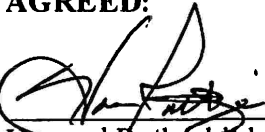
To keep the New York City area Real Estate Industry competitive and productive, the parties recommit that the Reduction in Force process under the Commercial and Contractors Agreements will be utilized appropriately and in good faith.

Sincerely,



Manny Pastreich
President, SEIU, Local 32BJ

AGREED:



Howard Rothschild
President, RAB

December 27, 2023

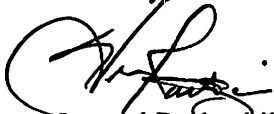
Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: A-B Time Side Letter

Dear Manny:

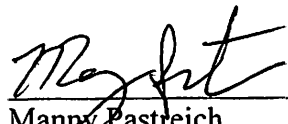
The parties agree that where an A-B time pay practice existed at the building prior to January 1, 2008, all employees on the payroll prior to that date, and working within the scope of the A-B time practice, shall continue to receive this benefit. Employees hired after January 1, 2008, will not be eligible for the A-B time practice. Absentee work assignments shall be rotated fairly among all employees by seniority order.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023

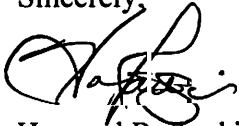
Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Security Background Checks

Dear Manny:

This will confirm our understanding during our recent negotiations that an Employer may not invoke Article XXI (General Clauses), Section 43 (Security Background Checks) in connection with a Social Security "no match" letter.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023

Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Transition of Guards to the Security Officer Agreement

Dear Manny:

This letter confirms our agreement regarding the transitioning of guards who are employed by an Employer that is a member of the RAB and bound to the RAB Commercial Building Agreement and/or RAB Contractor Agreement to the RAB/Local 32BJ Security Officer Agreement.

Any Employer wishing to remove its Guards from this Agreement and, instead, have those Guards covered under the RAB Security Officers Agreement shall, together with the RAB, negotiate a transition agreement with the Union facilitating such transfer consistent with established transition agreements. This transition procedure is exclusive to the Union and the RAB, and in such circumstances, the Union shall not unreasonably withhold its agreement to transfer such Guards to the RAB Security Officer Agreement.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023

Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

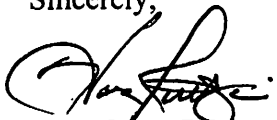
Re: Work Authorization and Status Disputes

Dear Manny:

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 their designees.

Sincerely,



Howard Rothschil d
President, RAB

AGREED:



Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023

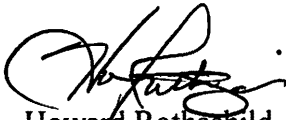
Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Grievance and Arbitration

Dear Manny:

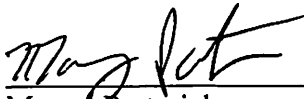
The parties agree to meet quarterly (i) to discuss issues related to streamlining grievance and arbitration processes, including calendaring and exchanging information of case status, and (ii) to conduct training for arbitrators on the panel. The parties also agree to meet once per month to review the docket of pending cases to ensure an expeditious resolution, and Local 32BJ shall also provide the RAB a list of open reduction in force requests. The meetings shall be attended by the President of Local 32BJ and the President of the RAB, or their designees. The parties will coordinate with the Office of the Contract Arbitrator to regularly schedule reserved open days in accordance with the parties' Office of the Contract Arbitrator Protocols for case administration to ensure the timely adjudication of reduction in force cases.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023

Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Industry Seniority

Dear Manny:

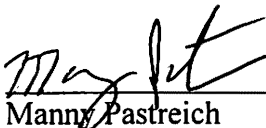
The parties recognize that, in situations in which an employee with many years of continuous service in the industry is forced to bump into another location and then faces a change of employer at that location, the employee's seniority standing for purpose of layoff and recall may be impacted. The parties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

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023

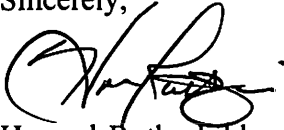
Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Conversions

Dear Manny:

The parties agree to meet in committee to discuss the financial impact on employees of a sale related to a change in the primary purpose of the building from a Commercial Building to a Residential Building. The committee shall consist of the President of the RAB and the President of the Union, or their designees.

Sincerely,

A handwritten signature in black ink, appearing to read "Howard Rothschild", written over a horizontal line.

Howard Rothschild
President, RAB

AGREED:

A handwritten signature in black ink, appearing to read "Manny Pastreich", written over a horizontal line.

Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023

Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

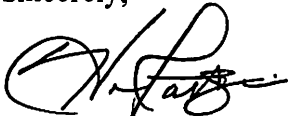
Re: Fire Safety Directors

Dear Manny:

This will confirm our understanding that the revisions made to Article XVII (Wages and Hours), Section 11 in the collective bargaining agreement between the Union and the Employer covering the period from January 1, 2024 through December 31, 2027 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:



Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023

Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Permissive Guidelines for Building Closings for Reconstruction or Demolition

Dear Manny:

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.

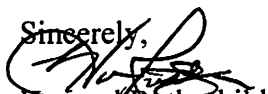
This letter generally describes how that process has worked. Where the Employer knows in advance that all or a substantial portion of a building will be closing for reconstruction or demolition and likely cause the displacement and/or layoff of the Employer's employees at the building:

- 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.

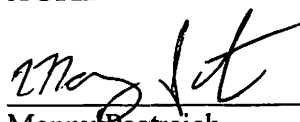
To be clear, the parties are not required to agree to such a process. In the absence of such an agreement, there shall be no abridgement of employees' rights under the Commercial Building Agreement, including the employees' right to recall, consideration for vacation positions, or termination pay. Nor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



Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023

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

Re: Labor-Management Cooperation Trust Fund

Dear Howard:

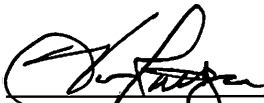
The parties will continue the Labor-Management Cooperation Trust Fund ("LMCF"), under the existing agreement and declaration of trust previously agreed to by the parties ("LMCF Trust Agreement"), as amended. The LMCF Trust Agreement includes the following terms and conditions which shall continue until its extended termination date contained in this Side Letter: (i) the sole and exclusive purpose of the LMCF shall be the containment of healthcare costs, including healthcare pricing, for the benefit of Union membership and Employers in New York City and surrounding areas; (ii) the LMCF shall be funded by diverting future contributions to the Health Fund at the beginning of the Fund's fiscal year in the amount of one million dollars (\$1,000,000) in 2024 and two million dollars (\$2,000,000) in 2025; (iii) the LMCF shall terminate on June 30, 2026, subject to an appropriate wind-down period after termination, and any net assets remaining at the time of termination shall be allocated in accordance with the terms of the LMCF Trust Agreement; (iv) the rules and procedures established in the LMCF Trust Agreement regarding Trustees, quorum, voting, deadlock, and other Trustee procedures shall continue until the termination of the LMCF.

Sincerely,



Manny Pastreich
President, SEIU, Local 32BJ

AGREED:



Howard Rothschild
President, RAB

December 27, 2023

Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Post-COVID Transition Protocols

Dear Manny:

The RAB and the Union recognize that the commercial real estate industry is still transitioning from the Covid pandemic and adjusting to new patterns of use, utilization of space, and occupancy resulting from these changes, including without limitation, increased remote work arrangements.

The Union recognizes that the RAB, because of the large size and the nature of its membership in the commercial building services and related industries of the New York City area, is the principal bargaining representative for employers working in the industries with whom the Union deals and where it represents employees. Accordingly, the terms of this side letter shall only apply to buildings owned by RAB members and covered by 2024 RAB Commercial Building Agreement (“Commercial Building Agreement”) and the contractor, if any is involved, is signatory to the 2024 RAB Contractors Agreement (“Contractors Agreement”). Both must be signatories to these Agreements to utilize the provisions of this side letter.

This letter sets forth the parties’ understanding that the existing reduction in force provisions, including Article V, Section 1(a), (b) and (g) in the Commercial Building Agreement are intended to apply to a variety of circumstances where buildings establish that new patterns of office occupancy, such as due to remote work, support changes in historic cleaning practices.

It has been the Union’s practice, and I understand that it remains the Union’s intention, to respond expeditiously and in good faith to reductions in force requests, consistent with criteria in the Agreement and this Side Letter, based on changes in the nature or scope of office occupancy and utilization of space.

In light of the current commercial office environment, the parties agree to the following modifications to the Commercial Building Agreement, effective October 1, 2024 through December 31, 2026¹:

An employer that is bound by the Commercial Building Agreement, and a contractor that is bound by the Contractors Agreement performing services for an employer that is bound by the

¹ If New York City Commercial Real Estate market conditions (e.g., measured by Manhattan office occupancy and vacancy rates) have not recovered to historical normal levels at that point in time, the parties can mutually agree to extend this side letter.

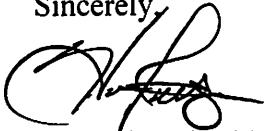
Commercial Building Agreement (“Contractor”), (collectively “Employer”), may invoke Article V, Section 5(a) as modified below²:

1. The Employer shall have the right to reduce its work force in the following circumstances, provided that, for the relevant time period, it can establish that the changes listed below eliminate or have eliminated, an amount of work similar to the proposed reduction in worker hours:
 - (a) Vacancies in building;
 - (b) Reconstruction of all or part of the building;
 - (c) The tenant performing the work itself;
 - (d) Change in utilization of space, including without limitation due to remote work of tenants.
2. If the Employer’s reduction in its work force results in the layoff of any employee, the Employer is required, in addition to their accrued vacation credits and termination pay, if any, to give the employees employed for one (1) year or more one (1) week notice of layoff or discharge, or in lieu thereof, an additional week pay. The Employer shall give four (4) weeks written notification to the Union, the RAB, and in the case of a Contractor notice, its signatory client, as specified in Article V, Section 5(a) of the Commercial Building Agreement as modified in this side letter. If the conditions for the reduction remain unchanged, any changes to an Employer’s work force made pursuant to the terms of this side letter shall survive the expiration of this side letter.
3. The Employer shall include in such notification the following:
 - (a) Reason for reduction, specifying whether the reduction is being made pursuant to one or more of the reasons set forth in paragraph 1.
 - (b) If reduction is office cleaning work, notification should include work schedules showing hours, cleaning area footage and frequency of cleaning existing prior to the reduction and after the reduction, and the utilization of the spaces, or other special circumstances.
 - (c) If other work, notification should include the precise work to be eliminated, setting forth the hours spent on each task to be eliminated and the changes in schedules and duties of remaining employees resulting from the reduction in force.
4. If the Contractor asserts that there are “extenuating circumstances” pursuant to Article XVI, Section 7(b)(4) of the RAB Contractors Agreement arising from changes in utilization of a space, including without limitation, due to the remote work of tenants, in addition to the information required by Paragraph (3) above, the reduction request must identify the changes in frequency and/or other measures being undertaken by the Contractor establishing how the resulting duties do not exceed a reasonable day’s work.

² Nothing in this provision is intended to modify any other term in the Commercial Building Agreement or the Contractors Agreement.

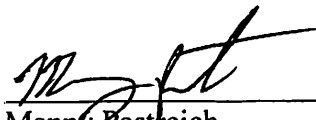
5. In the event that a reduction in the work force is effectuated and the reason for the reduction in the work force ceases to exist, then the Employer shall reinstate the appropriate work force based on factors considered in this side letter. At all times while this side letter is in effect, any employee who has been employed for one (1) year or more in the same building, or in the case of contractor employees, in the Industry, and who is laid off during the term of this side letter shall have recall rights of twelve (12) months. Bumping must be pursuant to the Contractors Agreement or any site-specific agreements negotiated with the RAB.
6. If the Union grieves or arbitrates a dispute pursuant to this provision, the following shall apply:
 - (a) The arbitration shall be expedited and in no event shall be scheduled and heard later than seven (7) calendar days after the Union's or Employer's request for arbitration.
 - (b) With respect to claims arising under Paragraph (1) above, the arbitrator shall have the authority only to decide the question presented of whether the Employer affirmatively demonstrated that the assignment of work is not unreasonable utilizing the factors in this side letter. If the Employer meets that burden, the grievance must be dismissed.
 - (c) There shall be no adjournments granted without mutual consent and the Arbitrator shall issue an award within seven (7) calendar days after the close of the hearing.
 - (d) All arbitrations conducted pursuant to this side letter shall be assigned to Arbitrators Deborah Gaines, Karen Fernbach, and David Reilly, based on Arbitrator availability.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023

Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: 2024 Commercial Building and Commercial Contractor Voluntary Early Retirement Incentive Program

Dear Manny:

This will confirm our understanding that the parties agree to offer to certain early-retirement-eligible employees working under the 2024 RAB Commercial Building Agreement (“Commercial Building Agreement”) and the 2024 RAB Contractors Agreement (“Contractors Agreement”), a Voluntary Early Retirement Incentive Program (“2024 Commercial VERIP”), as specified herein.

- a) The parties agree that the following benefits (collectively, the “2024 Commercial VERIP Benefits”) shall be provided to each Eligible Employee, as defined below in Paragraph (c), who makes a Retirement Election, as defined below in Paragraph (d):
 - (i). A one-time lump sum contribution to the Eligible Employee’s Supplemental Retirement Savings Plan (“SRSP”) account in the amount of \$20,000 (or such lesser amount permitted under limits set by the Internal Revenue Code and other applicable law) (“SRSP Lump Sum Contribution”) funded by the diversion of contributions payable to the Building Service 32BJ Health Fund (“Health Fund”) on behalf of participants in the Metropolitan and Suburban Plans, that are subject to the terms of the Commercial Building and Contractors Agreements (including security officers who have transitioned to the RAB Security Officers Agreement), and the independent counterparts of the Commercial Building and Contractors Agreements;
 - (ii). A fifteen percent (15%) pension benefit total improvement above the Eligible Employee’s current entitlement, which is inclusive of the ten percent (10%) pension benefit improvement recommended to the Building Service 32BJ Pension Fund (“Pension Fund”) Trustees for all Program A and B participants in the 2023 Stipulation of Agreement;
 - (iii). For Eligible Employees below the age of 65, continued coverage under the 32BJ Health Fund until the employee reaches the age of 65; and
 - (iv). There shall be no reduction in any Eligible Employee’s pension benefit for electing early retirement pursuant to the terms of the 2024 Commercial VERIP.
- b) The parties further agree to recommend to the appropriate Boards of Trustees that the Health Fund, the SRSP, and the Pension Fund be amended in accordance with the

terms of this 2024 Commercial VERIP to provide the benefits described in Paragraph (a).


- c) An Eligible Employee is an employee who:
 - i. Is or will be age 60 or older on or before August 31, 2024;
 - ii. Is a vested participant in the Pension Fund;
 - iii. Has or will have at least 15 years of Service Credit under Program A or B or a combination of Programs A and B as of July 1, 2024; and
 - iv. Remains in active employment through June 1, 2024 or later and commences benefits under the Pension Fund effective between July 1, 2024 and September 1, 2024.
- d) To make a voluntary Retirement Election, an Eligible Employee must:
 - i. During the window period of April 1, 2024 through and including July 31, 2024, complete and submit the Retirement Election Form, electing an employment termination date between June 2, 2024 and August 31, 2024;
 - ii. Elects to start their benefits under the Pension Fund effective between July 1, 2024 and September 1, 2024; and
 - iii. Sign a Release on or after the Eligible Employee's last day worked in a form acceptable to the Employer and the RAB, and not revoke such Release. The Union agrees and acknowledges on its own behalf, and on behalf of Eligible Employees, that 2024 Commercial VERIP Benefits are greater than any payment or benefit to which an Eligible Employee might be entitled under any policy, plan or procedure, or pursuant to any prior agreement or contract, including any collective bargaining agreement. The Union understands and agrees that each Eligible Employee will not receive the 2024 Commercial VERIP Benefits if they do not sign a Release or timely revokes and executed Release.
- e) To commence receiving their Pension benefits, Eligible Employees shall apply to the Pension Fund in accordance with the Pension Fund's rules and regulations.
- f) Effective no later than the day prior to the effective date of their retirement, Eligible Employees who are actively employed shall cease employment, and Eligible Employees who are in layoff status or on paid or unpaid leave of absence at the time of their Retirement Election, shall be removed from their building and Employer's recall list no later than the day before their retirement. Upon cessation of employment, the Employer shall have no obligation to employ or reemploy any individual in the vacant positions.
- g) Within two weeks of the Release's Effective Date (as defined in the Release), Eligible

Employees who make the Retirement Election shall be paid termination pay in the amounts set forth in the applicable Agreement (specifically, Article XXI, Section 21(a) of the Commercial Building Agreement and Article XVI, Section 26(a) of the Contractors Agreement) based on the employee's years of service and payment of 2024 vacation pay, less any amounts for 2024 vacation pay that were previously paid and/or wage advances that were the subject of a contemporaneous writing executed by the employee at the time of the advance. There will be no duplication or pyramiding of termination pay payments under this 2024 Commercial VERIP.

- h) In the event that an Eligible Employee participates in the 2024 Commercial VERIP and receives the 2024 Commercial VERIP Benefits then subsequently returns to employment in the Industry, the employee may be treated as a new hire for paid time off and shall be subject to a ninety (90) day wait period for the commencement of employer contributions to 32BJ Benefit Funds, including the Pension Fund where applicable. Any such employee who returns to employment with an Industry Employer contributing to the Building Service 32BJ Pension Fund after participating in the 2024 Commercial VERIP and receiving the 2024 Commercial VERIP Benefits shall have their pension benefits suspended during the period of such subsequent Industry employment consistent with the Pension Fund's plan documents. Further, any such employee who returns to employment with an Industry Employer contributing to the Building Service 32BJ Pension Fund in the "others," guard, or superintendent classifications may be treated as a new hire without Industry Experience for wage rate purposes.
- i) Employees who are employed pursuant to an independent commercial collective bargaining agreement that adopts reallocations of 32BJ Benefit Fund contributions agreed to by the Union and the RAB in the Commercial Building and Contractors Agreements, and who meet the eligibility criteria set forth in Paragraph (c) above, shall be eligible to participate in the 2024 Commercial VERIP pursuant to these terms.
- j) The Union withdraws, with prejudice, and shall not grieve, arbitrate, or litigate, any and all claims arising from or relating to the employment with any Employer of any Eligible Employee who voluntarily makes a Retirement Election. Further, any dispute arising under, out of, or in relation to this 2024 Commercial VERIP agreement, other than Funds-related matters, will be exclusively settled by binding arbitration before designated arbitrators pursuant to the corresponding 2024 Commercial VERIP documents as described in Paragraph (k) below. Matters related to Fund Benefits shall be resolved in accordance with the Funds' respective Trust Agreements and the Plan documents. The designated 2024 Commercial VERIP Arbitrator shall be David Reilly, unless he is unable or unwilling to serve, in which case the parties shall agree upon an arbitrator.
- k) The parties agree that appropriate documents (e.g., a Retirement Election Form, a Retirement Release, and a 2024 Commercial VERIP Notice Letter) shall be drafted by counsel and approved by the parties; provided however, the terms, conditions, and language of such documents will be, in all relevant materials respects identical to

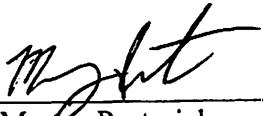
those agreed to by the parties for the July 2020 Voluntary Early Retirement Incentive Program including, without limitation, those provisions concerning arbitration, release of claims, and employee obligations.

Sincerely,



Howard Rothschild
President, RAB

AGREED:



Manny Pastreich
President, SEIU, Local 32BJ

December 27, 2023

Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: 2024 Ratification Bonus

Dear Manny:

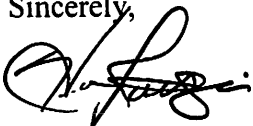
The parties agree that a one-time ratification bonus will be paid to certain eligible employees (as discussed more fully below). This will confirm the details of that ratification bonus.

In accordance with the annual rates of contributions set forth in Article XI, Section A(2), in 2024, the monthly rate of contribution to the Health Fund shall be \$1,991 per covered employee. Notwithstanding anything to the contrary above, the rate of contribution for the months of January 2024 and February 2024 (payable respectively on or before February 20, 2024 and March 20, 2024) shall be \$150.00 per month per covered employee, with the corresponding reduction in the annual rate of contribution for 2024.

After the Union provides the RAB with notice that its membership has fully ratified this Agreement, each employee for whom the Employer is obligated to contribute to the Health Fund as of March 20, 2024, including part-time employees who work more than two days per week, and those on leave for whom the employer is obligated to contribute to the Health Fund as of March 20, 2024, shall receive a one-time, lump-sum, ratification bonus of three thousand dollars (\$3,000), minus all applicable taxes, withholdings and deductions. The ratification bonus will be paid on March 22, 2024, or 30 calendar days after ratification, whichever is later.

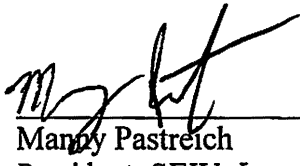
The parties agree that the ratification bonus shall not be considered compensation for hours of employment purposes, and instead shall be deemed excluded from the definition of regular rate for purposes of calculating overtime pay. For the avoidance of any doubt, any disputes over the ratification bonus made to eligible employees, 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 including, without limitation, any wage and hour claim.

Sincerely,



Howard Rothschild
President, RAB

AGREED:

A handwritten signature in black ink, appearing to read 'Mandy', is written over a horizontal line.

Mandy Pastreich
President, SEIU, Local 32BJ