

## **2012 R.A.B. - Craft Agreement**

Agreement, entered into as of this 1st day of January 2012, by and between the Realty Advisory Board on Labor Relations, Incorporated, herein called the "RAB", acting on behalf of various owners of commercial buildings and other employers who become signatory to this Agreement, herein severally referred to as "Employer", and the Maintenance Division of the Building and Construction Trades Council of Greater New York acting on behalf of various unions who become signatory to this Agreement, herein severally referred to as "Union", acting on behalf of their members and other building service employees to whom the Agreement applies;

### **Witnesseth:**

**Whereas**, an Agreement between the parties known as the 2008 Craft Agreement expired on December 31,2011, and;

**Whereas**, the RAB, through its committee representing commercial buildings, has negotiated an agreement with the Maintenance Division of the Building and Construction Trades Council of Greater New York covering such buildings; and

**Whereas**, the parties wish to include these terms in a written Agreement;

**Now, Therefore**, the parties hereto, in consideration of the mutual covenants herein contained, do hereby agree as follows:

### **Article I - Recognition and Union Security**

1. During the term of this Agreement the Union is recognized as the exclusive collective bargaining representative of the employees as set forth on the Assent filed hereto.

2. Each employee is required, as a condition of his employment, to become a member of the Union after the thirtieth day following his employment or after the thirtieth day following the effective date of the adoption of this Agreement, whichever is later. The Union shall not call upon or require the Employer to discharge or otherwise discriminate against any employee except in compliance with the applicable provisions of existing law.

3. The Employer shall furnish the Union with a complete list of employees covered by this Agreement coincident with the execution of an Assent thereto.

4. The Employer agrees to deduct the Union's monthly dues, initiation fees, and all legal assessments from the pay of each employee from whom it receives written authorization and will continue to make such deductions while the authorizations remain in effect. Such deductions will be made from the pay of the first full pay period worked by each employee following receipt of his dues deduction authorization, and thereafter will be made the first pay day each month, and forwarded to the Union not later than the twentieth in each and every current month. The dues deductions shall constitute trust funds while in the possession of the Employer.

If a signatory does not revoke his authorization at the end of a year following the date of authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of authorization, irrevocable for another year, or until the expiration of the contract, whichever is earlier. The Union agrees to indemnify and save such Employer and the RAB harmless from any liability incurred by reason of such deductions.

5. The Employer shall not enter into any Agreement contracting for the performance of

work and/or for the categories of work heretofore performed by employees covered by this Agreement, except within the provisions and limitations set forth below.

6. The Employer shall give advance written notice to the RAB and the Union at least three (3) weeks prior to the effective date of its contracting for such services, or changing contractors, indicating the name and address of the contractor.

7. The Employer shall require the contractor to assume this Agreement and to file a sub-assent hereto with the Union through the RAB, and the contractor shall have all the rights and obligations of the Employer hereunder. The Union may reject such sub-assent where the contractor has not made proper payments to the Welfare and/or Pension Funds or has habitually failed to comply with labor agreements with the Union covering other buildings in the industry. A rejection of a sub-assent shall not be arbitrary.

The Employer agrees that its employees then engaged in the work which is contracted out shall become employees of the initial contractor or any successor contractor, and agrees to employ or re-employ those employees working for the contractor at the time of termination of the contract. These provision shall not be construed to prevent termination of any employee's employment under other provisions of this Agreement relating to illness, retirement, resignation, discharge for cause, or lay-off by reason of reduction of force; however, a contractor may not reduce force or change the work schedule without first obtaining written consent of the Union, which shall not be unreasonably withheld.

If the contractor fails to comply with this Agreement, or the membership requirements of the RAB, the Employer shall be liable severally and jointly with the contractor for any and all damage sustained by the employees or the RAB as a result thereof, or for any unpaid Welfare and/or Pension contributions; provided, however, that the Employer's liability shall commence when it received written notice from the Union of the contractor's failure to so comply.

To determine those employees of the contractor who should be members of the Union under the terms of this Agreement, and to determine the amounts payable to the Welfare and/or Pension Funds, the Union, and/or the Funds, independently or in coordination and cooperation, shall have the right to inspect and audit the contractor's Social Security and/or payroll records and these records shall be made available to the Union and to the Funds upon request therefor.

8. The Union may require of any contractor generally, or in any particular building, that monthly dues be deducted pursuant to applicable law.

9. The Employer agrees to deduct voluntary political contributions based upon authorizations signed by the employees in accordance with applicable laws.

## Article II - Wages, Hours, Working Conditions

1. - Wage and benefit increases regarding fully loaded rates will take place according to the following schedule:

-	January 1, 2012	2.7%
-	January 1, 2013	2.7%
-	January 1, 2014	2.9%
-	January 1, 2015	2.9%

Increases shall be determined by adding the cost of wages and benefit fund contributions, multiplying by the applicable percentage. Increases in benefit fund contributions shall then be subtracted from the total and the remainder shall be the wage increase.

Effective January 1, 2012, wages shall be as set forth on the Assent filed hereto; except that in the event of replacement or addition to force, where the regular hourly job rate for skilled mechanics such as Electricians, Elevator Mechanics, Licensed Engineers, Plumbers, Steamfitters, Carpenters, Painters or Window Cleaners

exceeds \$31.37 and where that for helpers with at least three years' experience exceeds \$24.09, it is understood that such replacement or addition to force may be employed at this mechanic or helper rate, as the case may be. (The starting hourly job rate for helpers with less than three years' experience in that capacity in the industry, or the equivalent thereof, shall not be less than \$22.34 and shall be increased six (6) months after hiring, and each six (6) months thereafter, by \$.0625 until the job rate is reached. Window Cleaners shall be paid the lower rate for six (6) months only, after which they shall be paid at the mechanics rate.) All rates contained in this Article apply only to those employees who are covered by the Building Service 32BJ Health and Pension Funds and DO NOT apply to those employees who are covered under individual Local benefit funds. Rates of pay and benefit contribution rates for such employees are covered in a separate rider to this Agreement and vary depending on the Local. Electricians rates are based on the building assent and vary depending on the rate of annuity contribution applicable to the building.

Effective January 1, 2012, mechanics and helpers shall receive regular straight-time hourly wage increases of \$.81 per hour and \$.59 per hour, respectively, and the minimum rates shall then be \$35.88 per hour and \$27.45 per hour, respectively. (Weekly minimum \$1,435.20 and \$1,098.00, respectively).

Effective January 1, 2013, mechanics and helpers shall receive regular straight-time hourly wage increases of \$.84 per hour and \$.61 per hour, respectively, and the minimum rates shall then be \$36.72 per hour and \$28.06 per hour, respectively. (Weekly minimum \$1,468.80 and \$1,122.40, respectively).

Effective January 1, 2014, mechanics and helpers shall receive regular straight-time hourly wage increases of \$.89 per hour and \$.65 per hour, respectively, and the minimum rates shall then be \$37.61 per hour and \$28.71 per hour, respectively. (Weekly minimum \$1,504.40 and \$1,148.40, respectively).

Effective January 1, 2015, mechanics and helpers shall receive regular straight-time hourly wage increases of \$.83 per hour and \$.53 per hour, respectively, and the minimum rates shall then be \$38.44 per hour and \$29.24 per hour, respectively. (Weekly minimum \$1,537.60 and \$1,169.60, respectively).

2. The standard work week shall be forty (40) hours, consisting of five (5) days of eight (8) hours each, and overtime shall be paid at the rate of time and one half the regular straight-time hourly rate for all hours worked in excess of eight (8) hours per day or in excess of the standard work week of forty (40) hours, whichever is greater. There shall be no split shifts.

Every employee shall be entitled to two consecutive days off in any seven days. Any work performed on such days shall be considered overtime and paid for at the rate of time and one-half the straight-time hourly rate of pay.

Saturday and Sunday are premium days, 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. The determination of whether a particular work shift falls on a premium day shall depend upon the building's practice now applicable to holiday work in that building.

The weekly working hours shall provide for a lunch period of thirty (30) minutes per day which shall be unpaid (i.e., the employee would be present at the building for 8 hours) if the employee is able to leave the building for lunch, or, shall be paid (i.e., the employee would be present at the building for eight hours) if the employee is not permitted to leave the building. The lunch arrangement would be at the option of the employee, except that existing practices will not be changed if such change would constitute a hardship to the building.

The weekly working hours for regular full time employees, the majority of whose hours fall between 7:00P.M. and 6:00A.M. shall include a thirty (30) minute relief and lunch period. Such period, at the Employer's option, shall be taken on the premises at a scheduled time within two (2) hours of the middle of the shift and at such suitable place compatible with building needs as may be designated by the Employer. Where such employee now works a scheduled shift of more than eight (8) hours and up to nine (9) hours and receives a relief or lunch period at his own expense, during which time he is free to leave the premises, the Employer shall have the right to re-schedule the work shift to eight (8) hours, or to pay the employee on an overtime basis for time over eight (8) hours, limited to one half (1/2,) hour's pay, on such basis.

The above provision shall apply to engineers and engine room helpers whose presence is required on the job, regardless of the time during which the majority of the employees' work fall.

No regular, full-time employee shall have his regular working hours as set forth above reduced below the standard work week in order to effect a corresponding reduction in pay.

3. No provision of this Agreement shall be construed as to lower the weekly, daily or hourly wage or rate of any employee. Where in any building, the employees of said building have presently in effect a practice of terms or conditions better than those provided for herein, applicable generally to the employees in the building covered by this Agreement with respect to wages, hours, sick pay, vacations, holidays, premium pay for Saturday and/or Sunday work, relief period and group life insurance, such better conditions shall be continued in effect for all employees who may now be employed in the said building. The Arbitrator is empowered to afford relief from the obligation expressed in the preceding sentence on the ground that its enforcement would work an undue hardship, injustice or inequity on the Employer.

A change of schedules or duties shall not constitute a violation of this section, provided such change is reasonable and does not involve the assignment of new construction work (this is not intended to change any existing practices in any covered building for work currently performed). However, every employee presently working a regular Monday through Friday work week, (and, if any such employee leaves his job for any reason whatever, the person who fills his position), shall receive premium pay at time and one-half the regular straight-time hourly rate for any work performed by him on Saturday or Sunday, during the term of this Agreement. The Employer shall post a change of schedule at least ten (10) days in advance of the effective date thereof.

4. The Employer may require, subject to existing law and without cost to the employee, that an employee's check be deposited electronically at the employee's designated bank or that an employee be paid by paycheck card.

## **Article III - Right of Management**

1. The Union recognizes the right of management to direct and control the policies of management subject to the obligations of this Agreement.

2. It is agreed that the employees will cooperate with management within the obligations of the Agreement to facilitate the efficient operation of the building.

3. If, through the grievance procedure or by decision of the Arbitrator, it shall be found that an employee has been unjustly discharged, such employee may be reinstated to his former position without loss of seniority of rank and shall suffer no reduction in salary, and in such event the Grievance Committee or the Arbitrator shall be empowered to determine whether, and to what extent, the employee shall be compensated by the Employer for time lost.

4. It is agreed that in the case of substantial or unreasonable reduction of force, the Union may invoke the grievance procedure on a claim that such reduction has created an unreasonable hardship on the remaining employees. In the event of failure of the Grievance Committee to resolve the issue, it may be submitted to Arbitration.

## **Article IV - No Strikes or Lockouts, etc.**

1. During the term of this Agreement, there shall be no stoppage of work, strike, lockout or picketing in respect to any signatory building, except as provided in section 2 of this Article. In the event of a violation of this provision by any party to this Agreement, such matter shall be submitted immediately to the Arbitrator for such action as the Arbitrator deems necessary.

2. If an award against the Employer by the Arbitrator for Welfare Fund or Pension Fund payments is not complied with within two (2) weeks after such is sent by registered or certified mail to the Employer at the address listed on his Assent, the Union may order a stoppage of work, strike or picketing in the building involved to enforce such award, and it may also thereby compel payment of lost wages to any employee engaged in such work stoppage or strike. Upon compliance with the Arbitrator's Award and payment of lost wages, the stoppage of work or strike shall cease.

The Union shall not be held liable for any violation of this Article where it appears that it has taken all reasonable steps to avoid and end any such violation.

## **Article V- Grievance Procedure and Employee Discipline**

Any grievance or dispute arising out of the interpretation, performance or applicability of any term or provision of this Agreement shall be submitted for decision to a Grievance Committee, in writing, by the party complaining.

The Grievance Committee shall consist of one representative chosen by the Union and one representative chosen by the Employer, it being agreed that no issue shall be submitted to Arbitration, except as provided in Article IV, until it has been processed by the Grievance Committee and said Committee has failed to reach an adjustment or the Union and the Employer agree to waive the hearing by the Grievance Committee. If the Committee fails to hear the issue within ten (10) days after receipt of notice of the grievance, the matter shall be submitted immediately to Arbitration, unless the parties otherwise agree.

Any grievance or dispute arising out of the interpretation, performance or applicability of any term or provision of this Agreement shall be submitted to a Grievance Committee, in writing, by the party complaining within fifteen (15) days of occurrence unless the Committee or the Arbitrator finds that the complainant did not and could not reasonably have known of the existence of said occurrence within fifteen (15) days.

The Employer shall not impose discipline on employees for events occurring more than fifteen (15) days prior to the imposition of discipline unless the Grievance Committee or the Arbitrator find that the Employer did not and could not reasonably have known of the existence of said occurrence within fifteen (15) days. This provision shall not be construed to preclude an Arbitrator from receiving evidence of past discipline at any proceeding under this Agreement.

## **Article VI - Arbitration**

1. In the event of failure of the Grievance Committee to determine an issue arising between the parties as to the interpretation, performance or applicability of any term or provision of this Agreement, said issue shall be submitted to one of the following panel arbitrators, who shall be rotated from case to case: John Lloyd Anner, Randi Lowitt and Richard Adelman.

2. The procedure herein outlined in respect to matters over which the Arbitrator has jurisdiction shall be the sole and exclusive method for the determination of all such issues, and the Award of the Arbitrator shall be final and binding upon the parties, and the Employer or employees involved; providing, however, that nothing herein shall be construed to forbid either of the parties from resorting to court for relief from, or to enforce rights under, any Arbitration Award. In any proceeding to confirm the Award of the Arbitrator, service may be made by registered or certified mail, within or without the State of New York, as the case may be.

3. If the grievant requires an employee of the building to be a witness at the hearing and the Employer adjourns the hearing, the employee witness shall be paid by the Employer for his regularly scheduled hours during attendance at such hearing. This provision shall be limited to one (1) employee witness.

## **Article VII - Building Acquisition by Public Authority**

Where a building is acquired by a public authority of any nature through condemnation, purchase or otherwise, the last owner shall guarantee the payment of accrued vacations due to the employees up to the date of transfer of title and termination pay to the same date. It is understood that the Union will, however, seek to have such public authority assume the obligations for the payment of such accrued vacation and/or termination pay. If unsuccessful, and the last owner becomes liable for such payments, the amounts thereof shall be liens upon any condemnation award or on any amount received by such last owner.

## **Article VIII - Saving Clause**

If any provision of this Agreement shall be held or declared to be illegal or of no legal effect, said provision shall be deemed null and void without affecting the obligations of the balance of the Agreement.

## **Article IX- Complete Agreement**

Except as the parties may otherwise mutually agree, and except as set forth below, it is agreed that during the lifetime of this Agreement there shall be no demands for collective bargaining as to any matter or issue not covered by the provisions of this Agreement, or for the re negotiation of any of the provisions of this Agreement.

## **Article X- Term of Agreement**

1. This Agreement shall continue in full force and effect up to and including December 31, 2015. Sixty (60) days before said expiration date, the parties shall enter into direct negotiations looking toward a renewal agreement.

2. If, fifteen (15) days before the expiration of the Agreement, the parties shall not have been able to agree upon the terms of a new agreement, they will thereupon confer with the New York State Employment Relations Board for the purpose of conciliating their differences.

## **General Clauses**

1. *Welfare/Pension and Benefit Funds* - The Employer agrees to make such payments to the Building Service 32BJ Health and Pension Funds as may be determined for the industry as a whole (pursuant to the RAB-Local 32BJ Commercial Building Agreement) to provide welfare coverage for the employee and his dependent family and retirement benefits for the employee under such provisions, rules and regulations as are established by the Trustees of the respective Funds.

It is understood that the above provisions will not apply in cases where the Employer presently provides benefits determined by the Trustees of the Health or Pension Funds to be at least the equivalent of those provided by these Funds.

It is further understood that these provisions will not apply in any case where the Employer and the Union enter into an agreement to cover an employee under a welfare and/or pension fund provided through a local craft union of which the employee is a member. Each craft Union shall submit an appendix and have it attached to the Agreement which outlines their local benefit funds contributions. Where employees are covered under local craft union benefit funds, such Local Union must submit to the Employer, in writing, the benefit fund remittances required prior to the wage increases being effectuated. The Employer will not be responsible for any interest, penalty, liquidated damages or other fees, costs, assessments, etc. will not be applicable for these retroactive payments.

Nothing in this Agreement shall prohibit employees covered hereunder from participating in an Employer's 401(k) or other type of retirement program, provided that such participation does not require an Employer contribution, complies with existing laws, rules and regulations, and is on a voluntary basis by both the Employer and the employees.

**2. Disability Benefits/Unemployment Insurance Law** - (a) the Employer agrees to cover the employees under the New York State Disability Law on a non-contributory basis, whether or not such coverage is mandatory.

The Employer will cooperate with employees in the processing of their claims and any violation by the Employer, including, but not limited to the posting of notices or furnishing forms, shall be subject to grievance and arbitration.

(b) The Employer agrees to cover the employees under the New York State Unemployment Insurance Law, whether or not such coverage is mandated.

(c) Any employee required to attend his Workers' Compensation hearing shall be paid for his regularly scheduled hours during such attendance.

**3. Sickness Benefits** - Any regular full-time employee with at least one (1) year of service (as defined below) in the building or with the same Employer shall receive in a calendar year from the Employer ten (10) paid sick days per year from the first day of *bona fide* illness.

(a) The employee shall receive the above sick pay whether or not such illness is covered by the New York State Disability Benefits Law or the New York State Workers' Compensation Act; however, there shall be no pyramiding or duplication of Disability Benefits and/or Workers' Compensation Benefits with sick pay.

(b) Any employee entitled to sickness benefits shall be allowed eight (8) single days of paid sick pay per year but shall not be paid for any remaining sick days that are taken as single days. The remaining four (4) days of paid sick leave may be paid for illnesses of more than one days' duration or may be counted as unused sick leave days, however, nothing herein shall prohibit an Employer from permitting an employee to take more than eight (8) single days, if the Employer chooses.

(c) Any employee absent from duty due to illness only on the scheduled work day immediately before and/or only on the scheduled work day immediately after a holiday shall not be eligible for sick pay for said absent workday or workdays.

(d) Employees who have continued employment to the end of the calendar year and have not used all sickness benefits shall be paid in the succeeding January a day's pay for each such unused day, not to exceed ten (10) days' pay. Payment shall be based on the wages effective in the immediately preceding December.

(e) For the purpose of this section, one (1) years' employment shall be reached on the anniversary date of employment. Employees who complete one (1) year of service after January 1, shall receive a pro rata share of sickness benefits for the balance of the calendar year.

(f) Employees newly hired in the industry after January 1, 1978, shall not be entitled to be paid for the first day of any illness during their first two (2) years of employment.

(g) Any employee who has a perfect attendance record for the calendar year shall receive an attendance bonus of \$150.00 in addition to the payment of unused sick days.

(h) All payments set forth in this section are voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions of this Agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions.

4. **COBRA Coverage** - The Employer will pay for the first two (2) months of COBRA coverage, where applicable, for any active employee who is on leave due to Workers Compensation or Disability Insurance, when and if such employee is required or permitted to receive COBRA Benefits.

5. **Vacations** - Every employee employed with substantial continuity in any building or by the same owner shall receive each year a vacation with pay as follows:

Length of Service	Vacation Benefit
6 months	3 Days
1 year	10 Days
5 years	15 days
15 years	20 days
21 years	21 days
22 years	22 days
23 years	23 days
24 years	24 days
25 years	25 days

Length of employment for vacation shall be computed on the basis of the amount of vacation that an employee would be entitled to on September 15th of the year in which the vacation is given.

Only actual working days shall count as part of the allowed vacation, and regular days off and holidays falling during the vacation period shall not be counted.

If a holiday falls within the employee's vacation period, the employee shall receive an additional days' pay therefor, or, at the option of the Employer, an extra day off within ten (10) days immediately preceding or succeeding his vacation period.

Vacation wages will be paid prior to the vacation period, unless otherwise requested by the employee.

Employees are entitled to actual vacations and no employee shall be required to accept money in lieu of his vacation. When compatible with the proper operation of the building, the vacation shall be confined to the period beginning May 1st and ending September 15th of each year. These dates may be changed by mutual agreement, and the third week of vacation may be taken at a separate time by mutual agreement of the Employer and the employee. Nothing shall prohibit the granting of vacation time in single days when done so by mutual agreement between the Employer and the employee. Employees who are entitled to five (5) weeks of vacation may take up to two (2) of such weeks in single days provided they give the Employer ten (10) days' notice of their intent to take such days and such absence does not involve more than 25% of the employees in the shop (in the event that the shop has four (4) or less employees, no more than one may be absent as a result of this sentence on any day).

The fourth and fifth week of vacation may, at the option of the Employer, be scheduled upon two (2) weeks' notice to the employee for a week or weeks (which may not be split) other than the period when the employee takes the rest of his vacation.

Choice of vacation periods shall be according to seniority, so far as compatible with the proper operation of the building.



Any employee leaving his job for any reason shall be entitled to a vacation accrual allowance computed on his length of service as provided in the vacation schedule herein above set forth, based on the elapsed period from the previous September 16th (or from the date of his employment, if later employed) to the date of his leaving; provided, however, that any employee who has received a vacation during the previous vacation period (May 1st through September 15th) and who leaves his job during the next vacation period under circumstances as above stated which entitle him to vacation accrual rights, shall be entitled to full vacation accrual allowances instead of on the basis of the elapsed period from the previous September 16th.

No employee who leaves his position of his own accord shall be entitled to accrued vacation credit unless he gives one (1) week's termination notice.

**6. Leave of Absence** - Once during the term of this Agreement, upon written application to the Employer and the Union, a regular full-time employee who has been employed in the building for five (5) years or more shall be granted a leave of absence not to exceed three (3) months, subject to an extension for a period not to exceed an additional three (3) months, in case of bona fide illness or injury, whether or not covered by the New York State Workers' Compensation Law. When such employee is physically and mentally able to resume work, he shall, on one (1) weeks' prior written notice to the Employer, be then re-employed, with no loss of seniority.

Once every five (5) years upon six (6) week's written application to the Employer, a regular full-time employee who has been employed in the building for five (5) years or more shall be granted a leave of absence for personal reasons not to exceed two (2) months. Upon the employees' return to work, he shall be re-employed with no loss of seniority.

In buildings where there are more than three (3) employees, an employee shall be entitled to a two (2) week leave of absence without pay for paternity/maternity leave. The leave must be taken immediately following the birth or adoption of the child.

**7. Holidays** - The following are the recognized contract holidays and dates of celebration:

Holiday	2012	2013	2014	2015
New Year's Day	Monday, 1/2/12	Tuesday, 1/1/13	Wednesday, 1/1/14	Thursday, 1/1/15
Washington's Birthday	Monday, 2/20/12	Monday, 2/18/13	Monday, 2/17/13	Monday, 2/16/15
Good Friday	Friday, 4/6/12	Friday, 3/29/13	Friday, 4/18/14	Friday, 4/3/15
Memorial Day	Monday, 5/28/12	Monday, 5/27/13	Monday, 5/26/14	Monday, 5/25/15
Independence Day	Wednesday, 7/4/12	Thursday, 7/4/13	Friday, 7/4/14	Friday, 7/3/15
Labor Day	Monday, 9/3/12	Monday, 9/2/13	Monday, 9/1/14	Monday, 9/7/15
Columbus Day	Monday, 10/8/12	Monday, 10/14/13	Monday, 10/13/14	Monday, 10/12/15
Thanksgiving Day	Thursday, 11/22/12	Thursday, 11/28/13	Thursday, 11/27/14	Thursday, 11/26/15
Day after Thanksgiving	Friday, 11/23/12	Friday, 11/29/13	Friday, 11/28/14	Friday 11/27/15
Christmas Day	Tuesday, 12/25/12	Wednesday, 12/25/13	Thursday, 12/25/14	Friday, 12/25/15

In buildings where the major occupants are operating on Good Friday and/or the day after Thanksgiving, two bank holidays may be substituted for such days provided notice is given to the Union on or before March 1 of each year.

There shall be two (2) additional holidays in each contract year one (1) of which shall be Martin Luther King's Day, Yom Kippur, Eid al Fitr or a personal day and one (1) of which shall be a personal day. Personal days may be taken in accordance with paragraphs (c) and (d) of this provision. (The second personal day shall not apply to those buildings presently obligated to give employees more than the ten (10) contract holidays in this Agreement and where the extra holiday benefits are at least the equivalent hereof.) Optional Holiday Schedule:

Holiday	2012	2013	2014	2015
Martin Luther King Day	Monday, 1/16/12	Monday, 1/21/13	Monday, 1/20/14	Monday, 1/19/15
Yom Kippur	Wednesday, 9/26/12	Saturday, 9/14/13	Saturday, 10/4/14	Wednesday, 9/23/15
Eid al Fitr	Sunday, 8/19/12	Thursday, 8/8/13	Tuesday, 7/19/14	Saturday, 7/18/15

Washington's Birthday, Good Friday, Columbus Day and the day after Thanksgiving may be treated as personal days rather than fixed holidays under the following conditions:

(a) Prior to February 1 of each year, each building may designate one or more such days as a personal day upon written notice to the Union and the employees. Failure to so designate shall be deemed agreement to leave such days as fixed holidays.

(b) Each building designating such days as personal days may, upon thirty (30) days written notice to the Union and the employees, change such designation and make the day a fixed holiday. Employees who have received a personal day for such holiday shall be employed on such holiday at time and one-half.

(c) Employees entitled to personal days may select such day or days off on five (5) days' notice to the Employer provided such selection does not result in a reduction of employees in the building below 75% of the normal work staff. Such selection shall be made in accordance with seniority.

(d) Employees entitled to personal days who do not use such day or days in a calendar year must use such day or days off during the first six (6) months of the following year, provided, however, that the Employer inform in writing both the employee and the Union by January 31st of such succeeding year that such days are available and will be lost if not used prior to July 1st of that year.

Employees shall receive their regular straight time hourly rates for the normal eight (8) hour working day not worked, and if required to work on a holiday, shall receive in addition to the pay above mentioned, premium pay at the rate of time and one half their regular straight-time hourly rate of pay for each hour worked, with a minimum of four (4) hours premium pay. Any employee who is required to work on a holiday beyond eight (8) hours shall continue to receive the compensation above provided for holiday work, namely, pay at the regular straight-time rate plus premium pay at time and one half the straight-time rate.

Any regular full-time employee whose regular day off, or one of whose regular days off falls on a holiday, shall receive an additional day's pay therefor, or, at the option of the Employer, an extra workday off within ten (10) days immediately preceding or succeeding the holiday. If the employee received the extra day off before the holiday and his employment is terminated for any reason whatever, he shall not be required to compensate the Employer for that day.

**8. Election Day Holiday** - Any employee entitled to vote and required to work on Election Day, who gives the notification required by law, shall be allowed two (2) hours off while the polls are open, such hours to be designated by the Employer. Said two (2) hours shall be included in the eight (8) hour day for which such employee receives his regular straight-time pay, if entitled, but shall not be construed as hours actually worked for the purpose of payment of premium pay, as provided for in General Clause 7(d), above.

**9. Family Death** - A regular full-time employee with at least one (1) year of employment in the building shall not be required to work for a maximum of three (3) days immediately following the death of his parent, brother, sister, spouse or child, and shall be paid his regular straight time wages for any of such three (3) days on which he was regularly scheduled to work, or entitled to holiday pay.

A regular full-time employee with at least one (1) year of employment in the building shall receive one (1) day off with pay for the purpose of attending the funeral of a deceased father-in-law, mother-in-law or grandparent providing such employee was regularly scheduled to work on that day or entitled to holiday pay.

**10. Medical Check-up** - Every regular full-time employee employed in the building for at least one (1) year shall be entitled, upon one (1) weeks' notice to the Employer, to take one (1) day off in each calendar year at straight-time pay to visit a diagnostic clinic operated by the Health Fund under which he is covered or, if none, to visit such other clinic or physician of his choice for reasons of medical check-up. To receive payment for such day, the employee shall exhibit a statement from the physician indicating such visit was required.

Every regular full-time employee who has been employed in the building for one (1) year or more shall receive an additional one (1) day off in connection with his annual medical check-up. To receive payment for such day, the employee shall exhibit a signed statement from a physician indicating such visit was required.

Should an employee be required to visit his Health Center or physician more than two (2) times in connection with his annual medical check-up, the employee may use a sick day, if available, for that purpose.

**11. Reducing Force** - In reducing force, Employers are required, in addition to their accrued vacation credits, and termination pay, if any, to give employees who have been employed for one (1) year at least one (1) week's notice of lay-off or discharge, or in lieu thereof, an additional week's pay. In addition, except for normal or routine reduction, the Union and the RAB shall be given at least one (1) week's advance written notice.

**12. Jury Duty** - An employee performing jury duty shall receive his full pay less jury duty compensation, not more than once in any two (2) year period.

Pending receipt of jury duty pay, the Employer shall pay the employee his regular pay on his scheduled pay day. As soon as the employee receives the jury duty pay, he shall reimburse the Employer by signing the jury duty pay check over to the Employer.

**13. Termination Pay** - In case of termination of employment, except for termination for just cause under this Agreement, the employee shall receive, in addition to his accrued vacation credits, termination pay according to years of service in the building on the following basis:

Length of service Termination Pay

Two (2) but less than ten (10) years	One (1) week's pay
Ten (10) but less than Fifteen (15) years	Three (3) week's pay
Fifteen (15) but less than Seventeen (17) years	Six (6) week's pay
Seventeen (17) but less than twenty (20) years	Seven (7) week's pay
Twenty but less than Twenty-five (25) years	Eight (8) week's pay
Twenty-five (25) or more years	Ten (10) week's pay

An employee who is physically or mentally unable to perform his duties may resign and receive the above termination pay provided the employee submits a physician's certification of inability to work at the time of the resignation

The right to accept termination pay and resign where there has been a reduction in force shall be determined by seniority, i.e., termination pay shall be offered to the employee with the most seniority, then to the next most senior in point of service and so on until the offer is accepted. If no employee accepts the offer, the last employee or employees in seniority shall be terminated and shall receive the termination pay, if any, to which he or they are entitled.

**14. Pyramiding** - In no event shall there be any pyramiding of overtime pay, holiday pay, or any other premium pay. Where more than one of the aforesaid overtime, holiday or other premium pay are applicable, then compensation shall be computed on the basis giving the greater amount.

**15. Seniority** - The Employer agrees in principle that senior employees may pick their shifts provided it is practical or possible without impairing the efficiency of the work or the operation of the building.

Choice of holidays, vacations and days off shall be granted on the basis of seniority provided that necessary personnel are available for the proper operation of the building.

For the purpose of the lay-offs, decrease of the working force and recall to work of men who have been laid off, consideration shall be given to the employee's length of service in the particular classification or work and to his ability to perform the work involved. Where factors other than length of service are relatively equal, an employee with the greatest length of service shall be given preference.

Employees who are transferred to another building owned by the same Employer and covered by this Agreement shall retain seniority under this Agreement for all purposes.

Employees with twenty (20) or more years of service under this Agreement who transfer to another building covered under this Agreement which has a different Employer will receive credit for five (5) years' service for the purpose of computing vacation pay eligibility. For all other purposes, such employee shall be considered as a new employee, and shall progress on the vacation schedule in accordance with their length of service in the building.

**16. Sanitary Arrangements** - Adequate sanitary arrangements for employees shall be maintained in every building,

and individual locker and key thereto and rest room key, where rest room is provided, shall be furnished by the Employer for the use of every employee.

Soap, towels, and washing facilities shall be supplied by the Employer for all employees.

**17. Uniforms and Other Apparel-** Uniforms and/or overalls, where necessary for the job, shall be supplied and maintained by the Employer.

**18. First Aid Kit-** An adequate and complete first aid kit shall be supplied and maintained by the Employer in a place readily available to all employees.

**19. Fire and Flood Call** – Employees on fire and/or flood call shall be reimbursed for all loss of personal effects incurred in the line of duty.

**20. Employment and Discrimination** - No employees shall be employed through fee charging agencies except where the Employer shall pay the full amount of the fee.

**21. Tools** - All shop tools, uniforms and other apparel necessary for the job shall be furnished by the Employer.

**22. Access to Buildings by Business Agents** - Any business agent or duly authorized representative of the Union shall, with any reasonable pre-notification, be permitted to confer with the employees in the service of the Employer.

**23. Hazardous Work** - Where a claim is made that work is hazardous, determination of the question shall be left to the Building Superintendent and the appropriate Shop Steward of the building and, in the event they fail to agree, the matter shall be determined through the grievance and arbitration procedures.

**24. Safety Shoes-** The Employer will pay to the employees, within ten (10) days of receipt of proof of purchase of safety shoes that meet the American National Standards Institute code Z 41-1, up to \$125.00 for year 2012, \$130.00 for year 2013, \$135.00 for year 2014 and \$140.00 for year 2015 for such shoes. If such work shoes are ruined in the line of duty, the employee may receive a second reimbursement, upon approval by management.

**25. Overtime** - Employees required to work overtime shall be paid at least one (1) hour at the overtime rate except for employees working overtime due to absenteeism or lateness of another employee. Overtime shall be evenly distributed so far as is compatible with the efficient operation of the building.

**26. Meal Allowance** - Any employee who has worked eight (8) hours in a day and is required to work at least four (4) hours of overtime that day shall be paid a \$15.00 meal allowance.

**27. Legal Assistance** - The Employer shall supply legal assistance where required to employees who are served with summons regarding building violations.

**28. Change of Employer** - The Employer shall, if possible, give the Union at least twenty (20) days advance notice of any change of Employer in the building.

**29. Call-in Pay** - Any employee called into work by the Employer for any time not consecutive with his regular schedule shall be paid for at least four (4) hours of overtime.

**30. Newly Hired Employees** - The Employer shall notify the Union in writing within ten (10) days from the date of employment when a new employee covered by this Agreement is hired. All newly hired employees shall have a probationary period of ninety (90) days

**31. Fire Safety Director** - The regularly assigned Fire Safety Director, appointed by the Employer and certified by the Fire Department, shall be paid a lump sum bonus of \$500.00 per year on December 1 of each calendar year. This shall not include a relief person or temporary replacement.

If more than one (1) person serves in the same Fire Safety Director position during the year, the bonus shall be pro-rated.

The Employer shall have the right to designate the Fire Safety Director.

**32. Safety Training** - The Employer will provide safety training for employees where required.

**33. Transit Check** - If other employees of the Employer are provided with Transit Checks, at the building, the employees covered hereunder shall receive the same benefit.

**34. Bi-Weekly Pay** - If other employees of the Employer at the building are paid bi-weekly, then employees under this Agreement may be paid bi-weekly.

**35. Licensed Electrical Work**- Electrical work that requires a license shall not be performed by a helper except under the direct supervision of a mechanic. In the event of a violation of this provision, the employee shall be paid at the mechanic rate for the work in question.

**36. Sale or Transfer of Building** -In the event of a change of Employers in the building the RAB shall use its best efforts to have the succeeding Employer join the RAB and become bound to the terms of this Agreement.

The Employer shall, if possible, give the Union at least twenty (20) days advance notice of any change of Employer in the building.

In the event that an Employer terminates an employee or employees as a direct result of the sale or transfer of a building and has not required the purchaser or transferee to hire the existing employees and continue the wages, terms and conditions in effect at the time of such sale or transfer, the terminated employee(s) shall receive from such terminating Employer severance pay in the amount of three (3) month's pay, in addition to any other accrued payments due under this Agreement.

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## “No Discrimination” side letter

During the course of the negotiations leading to January 1, 2012 Collective Bargaining Agreement, the parties agreed to adopt and incorporate the “No Discrimination” provision set forth in the 2012 Commercial Building Agreement between the RAB and Local 32BJ, SEIU. The “No Discrimination” provision is set forth below, and it is hereby agreed to by and between the parties to this agreement:

### 24. No Discrimination

(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, 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, the Age Discrimination in Employment Act, the New York State Human Rights Law, the New York City Human Rights Code, 42 U.S.C. 1981, the 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. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.

### (B) No-Discrimination Protocol

#### (1) Protocol

The parties to this Agreement, the Union and RAB, believe that it is in the best interests of all involved --employees/members, employers, the Union, the RAB and the public interest --to promptly, fairly and efficiently resolve claims of workplace discrimination, as covered above (collectively “claims”). Such claims are very often intertwined with contractual disputes under this Agreement. The RAB, on behalf of its members, maintains that it is committed to refrain from unlawful discrimination. The Union maintains it will pursue its policy of evaluating such claims and bringing those claims to arbitration where appropriate. To this end, the parties, notwithstanding the continuing disagreement between them described below, establish the following system of mediation and arbitration applicable to all such claims, whenever they arise. The Union and RAB want those covered by this Agreement and any individual attorneys representing them to be aware of this protocol.

As background, following the decision of the Supreme Court in 14 Penn Plaza, 556 U.S. 247 (2009), the RAB and the Union have had a dispute about the meaning of the “no discrimination clause” and the grievance and arbitration clauses in the collective bargaining agreements (“CBAs”) entered into between these parties. 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 provide for 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 question so reserved. The parties intend that the reserved question may only be resolved in an arbitration between them and not in any form of judicial 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 thirty (30) days’ written notice to the other party. The arbitrator for such arbitration shall be Roberta Golick, unless

she is unable 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.

Notwithstanding the above disagreement, in 2010, the parties initiated the pilot program provided for in this section (Agreement and Protocol, February 17, 2010, the "No-Discrimination Protocol") as an alternative to arbitrating their disagreement. The parties have now agreed to include the No-Discrimination Protocol as part of this Agreement, as set forth below. The Union and the RAB agree that the provisions of this Protocol do not resolve the reserved question. Neither the inclusion of this Protocol in the CBAs nor the terms of the Protocol shall be understood to advance either party's contention as to the meaning of the CBAs with regard to the reserved question, and neither party will make any representation to the contrary.

## (2) Mediation

(a) Whenever it is claimed that an employer has violated the no discrimination clause (including claims based in statute), whether such claim is made by the Union or by an individual employee, notice shall be provided of such claim to the Union, the RAB and the affected employee(s), and the matter shall be submitted to mediation, absent prior resolution through informal means. A notice of claim shall be filed within the applicable statutory statute of limitations, provided that if an employee has timely filed such claim in a forum provided for by statute, the claim will not be considered time-barred.

(b) Promptly following receipt of the notice, the administrator of the Office of Contract Arbitrator (OCA), 370 Seventh Avenue, New York, NY, shall appoint a Mediator from the Mediation Panel described below. All mediators on the panel shall be attorneys with appropriate training and experience in the conduct of mediations and significant knowledge of employment discrimination statutes. The Mediation Panel shall be a distinct panel from the Contract Arbitrator Panel. A person listed on the Mediation Panel will be removed when either the Union or the RAB gives notice to the other party that such person's name shall be removed. A person may be added to the Mediation Panel list upon mutual agreement of the Union and the RAB. The Union and RAB mutually commit to appointing mediators with appropriate skill and experience, as they view mediation as the important step in which many claims will be resolved.

(c) OCA shall appoint a Mediator from the Mediation Panel. Such appointments shall be made by a random selection (e.g. "spinning the wheel") of available panel members.

(d) Within thirty (30) days of being appointed, the Mediator shall notify the parties of his/her appointment and schedule a pre-mediation conference. (For this purpose, "Parties" refers to the person or entity asserting the claim and the respondent/defendant.) At the conference, the Parties shall discuss such matters as they deem relevant to the mediation process, including discovery. The Mediator shall have the authority, after consulting with the Parties, to (1) schedule dates for the exchange of information and position statements, and (2) schedule a date for mediation. Any disputes shall be decided by the Mediator. In the event the Mediator concludes that there has not been good faith compliance with his/her directive, including directives as to the holding of conferences and the conduct of discovery, the Mediator may, after notice and an opportunity to be heard, order appropriate sanctions.

(e) The entire mediation process is a compromise negotiation for the purposes of the Federal Rules of Evidence and the New York rules of evidence.

(f) At the mediation, each party shall be entitled to present witnesses and/or documentary evidence. The Mediator shall be entitled to meet separately with each Party for the purpose of exploring

settlement.

(g) At the conclusion of the mediation, the Mediator shall be entitled to make a proposal to the Parties of a settlement agreement. Neither Party shall be required to adopt the proposal.

(h) Mediation shall be completed before the claim is litigated on the merits. However, if the Union alleges the claim of a violation of the no discrimination clause, the Union may proceed directly to arbitration and bypass this Mediation procedure if it so chooses.

(i) The fees of the Mediator shall be split equally between the Union and the RAB. The Union and RAB shall provide language interpreters at their jointly shared costs.

### (3) Arbitration

(a) The undertakings described here with respect to arbitration apply to those circumstances in which the Union has declined to take an individual employee's employment discrimination claim under the no discrimination clause of the CBA (including statutory claims) to arbitration and the employee is desirous of litigating the claim. The forum described here will be available to employers and employees who are represented by counsel and to those who are unrepresented by counsel.

(b) The Union and the RAB have elicited from the American Arbitration Association ("AAA") a list of arbitrators who (1) are attorneys, and (2) are qualified to decide employment discrimination cases. In the event that an employee and RAB member employer seek arbitration of a discrimination claim in the circumstances described in paragraph A, the list of arbitrators provided by the AAA shall be made available to the individual employee and the RAB member employer by the administrator of OCA. The manner by which selection is made by the RAB member employer and the individual employee and the extent to which each shall bear responsibility for the costs of the arbitrator shall be decided between them. A person may be added to or removed from the Statutory Arbitration Panel list upon mutual agreement of the Union and the RAB. Any such arbitrations shall be conducted pursuant to the AAA National Rules for Employment Disputes, except those rules pertaining to administration by the AAA and the payment of fees, and any disputes about the manner of proceeding shall be decided by the arbitrator selected.

(c) The hearings in any arbitration provided for in the preceding paragraph may be held at the OCA, however, it is understood that this forum is not a forum provided for in the collective bargaining agreement.

(d) The Union will not be a party to the arbitration described above and the arbitrator shall not have authority to award relief that would require amendment of the CBA or other agreement(s) between the Union and the RAB or conflict with any provision of any CBAs or such other agreement(s). Any mediation and/or arbitration outcome shall have no precedential value with respect to the interpretation of the CBAs or other agreement(s) between the Union and the RAB.

(C) The parties will create a Committee (i) to study recruitment and retention issues for all under-represented groups, and (ii) to seek the continued prevention of sexual harassment in the commercial industry

**By:**  
**On Behalf of:**  
**Date:**

**By:**  
**On Behalf of:**  
**Date:**