

2016 Security Officers Agreement

Between

Service Employees International Union, Local 32BJ

And

Realty Advisory Board on Labor Relations, Inc.

This Agreement is entered into between Service Employees International Union Local 32BJ (“the Union”), and the Realty Advisory Board on Labor Relations, Inc. (“RAB”), on behalf of assenting Employers, based on their mutual commitment to the following core principles:

1. Commercial office buildings and other facilities rely upon, and are entitled to, high-quality professional security services consistent with industry best practices.
2. A stable and well-trained security work-force is a key component to delivering high-quality security services.
3. A streamlined, flexible approach to traditional labor-management concerns is essential to high-quality professional security services.

Article I – Recognition and Scope of Agreement

- 1.1 This Agreement shall apply to all security guards who are employed, or who may be employed in or assigned to any facility, or in the case of an owner or manager any assenting facility, within the City of New York, excluding managers, supervisors and clericals within the meaning of the Labor Management Relations Act, except that economic terms and conditions for all facilities other than Class A or Class B commercial office buildings shall be set forth in riders negotiated for each facility covered by this Agreement; provided, that security guards employed directly by a tenant shall not be covered by this Agreement; and provided further,

that the Employer may hire or engage security personnel to perform specialized functions (such as, but not limited to, canine patrols) for up to and including sixty (60) days without such personnel being covered by the terms of this Agreement, subject to extension by mutual consent. If the Employer, in its sole discretion, determines to employ armed security officers under the terms of this Agreement, upon notice to the Union, this Agreement shall apply to such officers.

- 1.2. The Union is recognized as the exclusive collective bargaining representative for all classifications of security employees within the bargaining unit defined above.
- 1.3. The Employer and the Union shall confer regarding the application of this Agreement to any other facility serviced by the Employer within the geographic jurisdiction of the Union.
- 1.4. This Agreement shall not apply to any work covered by the Building Agreement performed by non-security employees. The parties shall negotiate regarding the terms and conditions of employment of security employees currently covered by the Building Agreement. For purposes of this Agreement, security employees are employees whose exclusive function is to enforce rules to protect the property of the Employer or to protect the safety of persons on the Employer's premises.
- 1.5. The Employer, upon execution of this Agreement, shall provide the Union with a list of all facilities currently serviced by the Employer within the scope of recognition set forth in Article 1.1 above, and the names, home addresses of the employees performing the work, their hours of employment and present wage rate, and Union affiliation, if any, for each such facility. The Employer shall immediately notify the Union when it acquires work at additional facilities, which the parties agree will be covered by this Agreement in accordance with Article 1.3.
- 1.6. The Employer shall immediately notify the Union in writing of the name, and home address of each new employee engaged by the Employer subject to this Agreement.

Article II- Union Security

- 2.1. It shall be a condition of employment that all employees covered by this Agreement shall become and remain members of the Union on the thirty-first (31st) day following the date this Article applies to their work location or their employment, whichever is later. The requirement of membership under this Article is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed. The Union shall not ask or require the Employer to discharge any employee except in compliance with the law.

- 2.2 Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting the discharge of an employee because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, the employee shall be discharged within fifteen (15) days of the letter if prior thereto he or she does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer. In the event that an employee is discharged under this section, the Union shall hold the Employer harmless and indemnify the Employer for any liability under this section.

- 2.3 The Union shall have the right to inspect all the Employer's records and books including, but not limited to, the Employer's Social Security reports, all payroll reports, and any other records of employment (except the salaries of non-Union supervisors) in order to determine compliance with this agreement. All benefit funds established or provided for under this Agreement shall have the same right to inspect as the Union.

Article III - Check-off

- 3.1. The Employer agrees to deduct from the first paycheck each month the monthly dues, initiation fees, agency fees, and American Dream Fund or Political Action Fund contributions, and all legal assessments due to the Union from the wages of an employee covered by this Agreement, when authorized by the employee in writing in accordance with applicable law. The Employer agrees that such deductions shall constitute Trust Funds that will be forwarded to the Union not later than the twentieth (20th) day of each and every month. The Union will furnish to the Employer the necessary authorization forms.
- 3.2. If the Employer fails to deduct or remit to the Union dues or other monies in accordance with Article 3.1 by the twentieth (20th) day of the month, the Employer shall pay interest on such dues at the rate of one-percent per month beginning on the twenty-first (21st) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.
- 3.3. If an employee does not revoke his or her dues check-off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed his or her authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.
- 3.4. 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 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 September 30, 2016 (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.

Article IV- Discipline and Discharge

- 4.1. Employees may not be discharged except for just cause. Upon request of the Union, the Employer shall give the Union a written statement of the general grounds for discharge or suspension within a reasonable time not to exceed ten (10) business days after the discharge or suspension. In appropriate circumstances, the Employer may supplement and/or amend its written statement of the reason(s) for discharge within a reasonable time. Such amended statement shall be substituted for the initial statement without prejudice to the Employer, including in an arbitration.
- 4.2. Employees shall have a trial or probationary period of one-hundred-and-twenty (120) days during which they may be discharged or disciplined without recourse to the grievance and arbitration procedure set forth in Article XXVI below.
- 4.3. The Union recognizes that the customer is the ultimate consumer and ultimately controls the access of the employee, and the business of the Employer. When a security related incident occurs on a job site that is or can be reasonably construed as injurious to that customer, the employee, the Union, and the Employer will cooperate in every way in the investigation of the incident until the incident is resolved and/or the customer is satisfied that all reasonable avenues have been

pursued to their completion. The Union will not impede any reasonable steps which may assist the Employer in convincing the customer of the thoroughness and/or reliability of its investigation and/or actions consistent with the Union's duty to provide fair and effective representation to its membership.

Article V- Drug Testing and Background Checks

- 5.1. The Employer shall have the right to require employees to be drug tested or screened or to satisfy other reasonable background checks or requirements reasonably imposed by either the Employer or its customers. Employees who fail to satisfactorily complete such tests or screens may be discharged without resort to the grievance and arbitration procedure.
- 5.2. There shall not be any deductions from pay for employment examinations, physical or otherwise, or for any drug tests or screens, or background checks, required or requested by the Employer.
- 5.3. All security background checks shall be confidential, and may be disclosed only, as required by law or on a business need to know basis and/or to the Union as necessary for the administering of this Agreement.

Article VI - No Strikes, Picketing or Other Interruption of Work

- 6.1. There shall be no strikes (including unfair labor practice or sympathy strikes), picketing, work stoppages or job actions by employees or the Union, relating to this bargaining unit, or lockouts, during the term of this Agreement. In the event of a strike of another labor group or the Union involving the customer's property or operations, the employees will remain on the job for protection of life, limb, and property, and not be required to assume duties outside the scope of this Agreement.
- 6.2. The Union acknowledges that security officers' duties may include the apprehension, identification and reporting of, and giving evidence against, any persons who perform or conduct themselves in violation of work rules or applicable laws while on the Employer's or the customer's premises, and that the performance of such duties shall not subject security officers to punishment, discipline or charges by the Union.

Article VII - Management Rights

- 7.1. Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement and to take any action it deems appropriate in the management of its business and direction of the work force in accordance with its judgment. The Employer shall have the right to plan, direct and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations and/or services to be utilized and/or provided and/or to discontinue their performance by the employees of the Employer; to establish, increase or decrease the number of work shifts, their starting and ending times, determine work duties of employees, or the staffing of shifts, or to reduce the work force as necessary; to require duties other than normally assigned be performed; to select supervisory employees; to train employees; to relieve employees from duty for lack of work or any other legitimate reason; or to cease operations at any location.

- 7.2. The Employer shall also have the right to promulgate, post and enforce reasonable rules and regulations governing the conduct of employees during working hours. In any arbitration in which an Employer's rule or regulation is found to be unreasonable, the arbitrator may only order rescission of the rule or regulation, and may not modify or alter the rule or regulation in any manner.
- 7.3. The foregoing statements of management rights and Employer functions are not exclusive, and shall not be construed to limit or exclude any other inherent management rights not specifically enumerated.
- 7.4. The Union recognizes that the Employer provides a service of critical importance to the customer. If a customer/tenant demands that the Employer remove an employee from further employment at a location, the Employer shall have the right to comply with such demand. However, unless the Employer has cause to discharge the employee, the Employer will place the employee in a job at another facility covered by Article 1.1 of this Agreement without loss of entitlement seniority or reduction in pay or benefits. If the Employer has no other accounts within Article 1.1 where there are positions at the employee's same wage level, then the employee shall be placed at another location of the Employer in a lower wage category or, at the employee's option, may be laid off with the right, subject to the Employer's suitability determination, to fill positions that may become available within three (3) months if the Employer obtains another account within Article 1.1. Transfers or removals of employees shall not be arbitrary or retaliatory. Upon the Union's request, the Employer will advise the Union of information it has relating to the customer's complaint and make reasonable efforts to secure from the customer a written confirmation of the customer's request.
- 7.5. The Employer shall promptly notify the Union, where possible in advance, of any reductions in the number of employees assigned to any work location covered by this Agreement.

Article VIII - No Discrimination

- 8.1. There shall be no discrimination against any employee by reason of race, creed, color, age, disability, sexual orientation, national origin, sex, union membership, 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 Family Medical Leave Act, 42 U.S.C. Section 1981, 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, or any other similar laws, rules or regulations. All such claims shall be subject to the grievance and arbitration procedure as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.

NO-DISCRIMINATION PROTOCOL

(1) **PROTOCOL¹**

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

¹ The parties intend this provision to apply to all collective bargaining agreements between them superseding the Protocol language first incorporated in the 2012 Commercial Building CBA and subsequently updated CBAs.

and arbitration applicable to all such Covered Claims, whenever they arise. The Union and RAB want those covered by this Agreement and any individual attorneys representing them to be aware of this Protocol.

(2) **MEDIATION**

A. Whenever a Covered Claim is brought alleging that an employer has violated the No Discrimination Clause (including, without limitation, claims based on a statute relating to workplace equal opportunities), whether such a Covered Claim is made by the Union or by an individual employee, notice shall be provided by the party seeking to utilize this Protocol of such a Covered Claim (“Notice of Claim”) to the other Parties (for purposes of this section, “Parties” shall be defined as the Union, the RAB, the Employer, and the affected employee(s)), and the matter shall be submitted to mediation, absent prior resolution through informal means. A Notice of Claim shall be filed within the applicable statutory statute of limitations, provided that if an employee has timely filed such Covered Claim in a forum provided for by statute, it will not be considered time-barred. The Notice of Claim must be filed with the administrator of the Office of the Contract Arbitrator (“OCA”), which currently has an address of 370 Seventh Avenue, Suite 301, New York, NY 10001.

B. Promptly following receipt of the Notice of Claim, the administrator of OCA shall appoint a Mediator from the Mediation Panel described below. All mediators on the panel shall be attorneys with appropriate training and experience in the conduct of mediations and significant knowledge of employment discrimination statutes. The Mediation Panel shall be a distinct panel from the Contract Arbitrator Panel (*see* 2014 Apartment Building CBA, Article VI, Paragraph 8). A person listed on the Mediation Panel will be removed when either the Union or the RAB gives notice to the other party that such person’s name shall be removed. A person may be added to the Mediation Panel list upon mutual agreement of the Union and the RAB. The Union and RAB mutually commit to appointing mediators with appropriate skill and experience, as they view mediation as the important step through which many Covered Claims will be resolved.

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

D. Within 30 days of being appointed, the Mediator shall notify the Parties of his/her appointment and schedule a pre-mediation conference (for the purposes of this Paragraph and the remainder of this section, “Parties” refers to the bargaining unit member or Union asserting the Covered Claim, and the respondent/defendant employer and the RAB). At the conference, the Parties shall discuss such matters as they deem relevant to the mediation process, including discovery. The Mediator shall have the authority, after consulting with the Parties, to (1) schedule dates for the exchange of information and position statements prior to a mediation, and (2) schedule a date for mediation. Any disputes relating to the issues to be mediated, the exchange of information and position statements, and the date, place, and time of the mediation and any in-person, telephonic, or other meetings relating to the mediation shall be decided by the Mediator. In the event the Mediator concludes that there has not been good faith compliance with his/her directive, including directives as to the holding of conferences and the conduct of discovery, the Mediator may, after notice and an opportunity to be heard, order appropriate remedies, including monetary and other sanctions. Such remedies and sanctions may be considered by the arbitrator in a subsequent proceeding in the arbitrator’s discretion.

E. The entire mediation process, including any settlement terms proposed by the Mediator, is a compromise negotiation for the purposes of the Federal Rules of Evidence and the New York rules of evidence.

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

G. At the conclusion of the mediation, the Mediator shall recommend settlement terms to the Parties on request of any Party. Neither Party shall be required to accept such a proposal.

H. Mediation shall be completed before the Covered Claim is arbitrated on the merits. However, if the Union alleges the Covered Claim of a violation of the No Discrimination Clause, the Union may proceed directly to arbitration without Mediation if it so chooses.

I. The fees of the Mediator shall be split equally between the Union and the RAB. The Union and RAB shall provide language interpreters at their jointly shared cost.

(3) **ARBITRATION**

A. The undertakings described here with respect to arbitration apply to those circumstances in which the Union has declined to arbitrate an employee's individual employment discrimination claim under the No Discrimination Clause of the CBA, including statutory claims (*i.e.*, a Covered Claim), to arbitration. The arbitration forum described here will be available to employers and employees, both those who are represented by counsel and those who are not represented by counsel.

B. The Union and the RAB have received and vetted from the American Arbitration Association ("AAA") a list of arbitrators who (1) are attorneys, and (2) are designated by the AAA to decide employment discrimination cases. In the event that arbitration of a Covered Claim based on statutory discrimination in the circumstances described in paragraph A is sought by these parties, the list of arbitrators provided by the AAA shall be made available to the individual employee and the RAB member employer by the administrator of OCA. The manner by which selection is made by the RAB member employer and the individual employee and the extent to which each shall bear responsibility for the costs of the arbitrator shall be decided between them. A person may be added to or removed from the Statutory Arbitration Panel list upon mutual agreement of the Union and the RAB. Any such arbitration shall be conducted pursuant to the AAA National Rules for Employment Disputes and any disputes about the manner of proceeding or the interpretation of this Protocol or the AAA Rules shall be decided by the arbitrator selected.

C. The hearings in any such arbitration may be held at the OCA offices without charge to the parties; however, it is understood that OCA shall not be a forum for the determination of the dispute as

provided for in the collective bargaining agreement, but, instead, will provide only the services set out in section (3) of this Protocol.

D. Neither the Union nor the RAB will be a party to the arbitration described in this section (3) and the arbitrator shall not have authority to award relief that would require amendment of the CBA or other agreement(s) between the Union and the RAB or conflict with any provision of any CBAs or such other agreement(s). Any mediation and/or arbitration outcome shall have no precedential value with respect to the interpretation of the CBAs or other agreement(s) between the Union and the RAB.

(4) MANDATORY WRITTEN NOTIFICATION BEFORE UNION MEMBERS ATTEMPT TO BRING ANY COVERED CLAIM IN COURT, AND REMEDIES FOR FAILING TO PROVIDE NOTICE

A. The RAB and the Union have established the foregoing Protocol to provide interested parties a means to rapidly resolve or hear on the merits Covered Claims fairly. To make this system most effective, it is a mandatory prerequisite before any bargaining unit member attempts to file a Covered Claim in any court that the bargaining unit member (personally or through his or her attorney) notify in writing the RAB and the Employer that the Employee is attempting to bypass the Protocol process. The notice required by this section (the "Bypass Notice") shall specify the Covered Claim(s) alleged with sufficient detail, the court where the action is to be filed, and the reason(s) for attempting to bypass the Protocol process.

B. A copy of the Bypass Notice must be sent to: (a) the Employer and (b) the Realty Advisory Board on Labor Relations 292 Madison Avenue, 16th Floor, New York, New York 10017.

C. Absent compelling good cause, the Bypass Notice must be mailed by first-class certified mail, return receipt requested at least 60 days before the bargaining unit member plans to commence a lawsuit in any court.

D. Providing the Bypass Notice is a condition precedent prior to bringing a Covered Claim in any forum.

E. Nothing contained in this Protocol will limit an employer or the RAB's remedies in the event of a breach of the Protocol or the CBA by an individual asserting a Covered Claim.

Article IX - Contractor Transition

- 9.1. When the Employer takes over the servicing of any facility covered by Article 1.1, and where the daily work being performed amounts to eight (8) hours or more, the Employer agrees to retain all permanent employees at the facility, including those who might be on vacation or off work because of illness, injury or authorized leaves of absence, provided, however, that employment will be offered solely to those employees who satisfy the hiring and employment standards of the Employer, within the exclusive discretion of the Employer.
- 9.2. If a customer demands that the incoming Employer remove an employee from continued employment at the location, the Employer shall have the right to comply with such demand. In that case, the outgoing Employer shall place such employee in accordance with Article 7.4 above.
- 9.3. If employees in any building had in effect on the effective date of this Agreement a practice of terms or conditions better than those provided for herein, applicable generally to them for wages, hours, sick pay, vacations, holidays, premium pay, relief periods, jury duty or other economic or leave issues, such better terms or conditions shall be continued only for employees employed by the Employer on the effective date, unless the Union and the Employer agree otherwise.
- 9.4. Any Employer assuming this Agreement shall be responsible for payment of vacation pay and granting of vacations required under this Agreement which may have accrued prior to the Employer taking over the job, less any amounts paid or given for that vacation year. In the event that the successor Employer has reason to believe that the predecessor intentionally delayed vacations in order to avoid the obligation to make vacation payments under this Agreement, the successor must still make

vacation payments to employees, but may pursue a claim against the predecessor Employer pursuant to the arbitration provision of this Agreement in order to seek recovery for payments made. In the event that the Employer terminates its Employer-employee relationship under this Agreement and the successor Employer does not have an agreement with the Union providing for at least the same vacation benefits, the Employer shall be responsible for all accrued vacation benefits.

- 9.5. The Employer shall within a reasonable amount of time not to exceed ten (10) business days notify the Union in writing if the Employer receives written cancellation of an account/location. The Employer shall provide to the Union a list of all employees at the account/location, their wage rates, the number of hours worked, the dates of hire, the number of sick days, holidays, benefit contributions made for employees, and vacation benefits.

Article X - Seniority

- 10.1. Seniority shall be defined as an employee's length of service with the Employer or at the facility, whichever is greater, regardless of whether there was a collective bargaining agreement covering the facility.
- 10.2. After completion of the trial or probationary period, an employee shall attain seniority as of his/her original date of employment.
- 10.3. Seniority shall be broken by any of the following events:
 - 10.3.1 resignation, retirement, or voluntary termination;
 - 10.3.2 discharge for cause;
 - 10.3.3 voluntary promotion into any non-bargaining unit position;
 - 10.3.4 inactive employment for any reason exceeding six (6) months or an employee's length of seniority, whichever is less;
 - 10.3.5 failure to return to work after any leave within five (5) calendar days after a scheduled date for return, unless prior written notice is received by the Employer.
- 10.4. Assignments, promotions, the filling of vacancies, layoffs and recalls shall be determined on the basis of seniority, provided that in the sole and exclusive opinion of the Employer, the employee is qualified, suitable and available to work. Seniority shall be determinative when, and only when, all other job-related factors are equal.
- 10.5. An employee who is laid off shall not be permitted to bump a less senior employee at another facility, but shall be permitted to obtain a vacant position at another location/site consistent with the provisions of Article 10.4 above. If there are no such

vacant positions, the employee shall be permitted to exercise his or her seniority for a position which becomes available, consistent with Article 10.4 above. The Employer will give first consideration to filling vacancies to employees on a recall list. Employees may remain on the recall list for three (3) months.

- 10.6 The Employer may temporarily or permanently assign an employee to, or among other buildings, covered by Article 1.1 of this Agreement, provided that employees so assigned shall be credited with all accumulated seniority from their previously assigned location at their new location and shall continue to accrue seniority at their new location as if they had started work at that location, and that such assignments shall not be made arbitrarily.

Article XI - Training

- 11.1. The Employer and the Union are committed to providing the Employer's customers, and their tenants, security employees whose training exceeds state minimum standards.
- 11.2. All employees shall be required to successfully complete forty (40) hours of training provided by the Thomas Shortman Training Fund for employment, and thereafter as agreed to by the parties. The parties will agree on the training curriculum and the schedule on which employees must complete their annual cycle of training. The Employer may require additional training for employees tailored to classifications that the Employer may establish or for other reasons that it determines.
- 11.3. The first sixteen (16) hours of training required under Article 11.2 shall be taken pursuant to each employee's paid leave allotment. Employees may draw against future paid leave for this purpose. The remaining twenty-four (24) hours of training required under Article 11.2 shall be treated as work-time. Employees' mandatory eight (8) hour annual recertification training also shall be treated as work time.

- 11.4. The Employer shall contribute \$312 per year to the Thomas Shortman Fund for each employee under such terms and conditions as the Trustees of the Fund have established or may establish. The obligation to contribute shall commence thirty (30) calendar days after the employee's date of hire.
- 11.5. The Employer shall not be required to make the contributions provided for in Article 11.4 for any vacation replacement or temporary replacement if those individuals have already received the training provided for in Article 11.2.
- 11.6. Employees shall not be required to pay for training required or mandated by the Employer.

Article XII - Workweek/Schedules

- 12.1. Employees regularly scheduled to work five (5) days within a workweek shall be paid at one and one-half (1½) times their regular hourly rate of pay for hours worked in excess of forty (40) during a workweek. Hours not actually worked shall not be included in this calculation.
- 12.2. Employees who work in excess of twelve (12) hours consecutively in a work-day shall be paid at one and one-half (1½) their regular hourly rate of pay for all such hours worked in excess of twelve (12) per day.
- 12.3. Employees called into work for any time not consecutive with their regular schedule shall be paid for at least four (4) hours of work at straight time, subject to applicable wage and hours laws.
- 12.4. Employees regularly scheduled to work at least seven (7) hours in a day shall receive a thirty (30) minute paid break during the day on premises and, if no relief is available, at their post; or, at the option of the Employer, a one (1) hour unpaid meal break which may be taken off premises.

Article XIII - Method of Pay

- 13.1. Employees shall be paid on a weekly basis, no later than seven (7) days after the pay period ends. Employees shall receive pay statements itemizing hours worked, rates of pay, and any deductions from their pay.
- 13.2. The Employer may require, at no cost to the employee, that an employee's check be electronically deposited at the employee's designated bank, or that other improved technological methods of payment be used. The Union shall be notified by the Employer of this arrangement.
- 13.3. The Union recognizes that certain employees and Employers desire to utilize a bi-weekly payroll schedule. Employers recognize that biweekly pay may create hardships for certain employees. The parties have previously agreed to create an industry-wide committee to study the bi-weekly pay issue. The industry-wide committee is now authorized to conduct pilot programs instituting bi-weekly pay at any selected buildings(s) where the Union and the Employer agree to institute bi-weekly pay.

Article XIV - Wages

- 14.1. There shall be four basic classifications of security officers: Security Officer I, Security Officer II, Security Officer III and Armed Guard. The Employer shall notify the Union of any other classifications, and related rates of pay, that the Employer determines to establish.
- 14.2. The Employer shall, within its sole discretion, determine the requirements, including any additional training other than the minimum forty (40) hours provided for in Article 11.2 appropriate for each classification; the placement of employees within the classifications; and, the elevation of employees from one classification to another. Such determinations shall not be subject to the grievance and arbitration provisions of this Agreement.

14.3. For those employees hired on or after January 1, 2012, and before January 1, 2016, the following minimum wage rates shall apply, based upon the employee's seniority:

Effective January 1, 2016, employees classified as Security Officer I, who were hired before January 1, 2016, shall be paid at least the hourly rate listed below based on their seniority:

Start	6 months	12 months	18 months	24 months	30 months
\$13.80	\$14.30	\$14.80	\$15.30	\$15.80	\$16.45

Effective January 1, 2017, employees classified as Security Officer I, who were hired before January 1, 2016, shall be paid at least the hourly rate listed below based on their seniority:

Start	6 months	12 months	18 months	24 months	30 months
\$14.25	\$14.75	\$15.25	\$15.75	\$16.25	\$16.90

Effective January 1, 2018, employees classified as Security Officer I, who were hired before January 1, 2016, shall be paid at least the hourly rate listed below based on their seniority:

Start	6 months	12 months	18 months	24 months	30 months
\$14.75	\$15.25	\$15.75	\$16.25	\$16.75	\$17.40

For those employees, hired on or after January 1, 2016, the following minimum hourly wage rates shall apply during the first thirty-six (36) months of employment:

Effective January 1, 2016	\$14.00
Effective January 1, 2017	\$14.40
Effective January 1, 2018	\$14.80
Effective December 31, 2018	\$15.50

The preceding minimum wage rates are designed to approximate 85% of the minimum contractual wage rate applicable to employees in the Security Officer I classification. Following the completion of the

Term of this Agreement, the parties agree that the minimum contractual wage rate for newly hired employees in the Security Officer I classification shall be 85% of the then-applicable contractual minimum wage rate.

For employees hired on or after January 1, 2012, and before January 1, 2016, who have completed thirty (30) months of employment, and for those employees hired on or after January 1, 2016, who have completed thirty-six (36) months of employment, the minimum hourly rates shall be:

Effective January 1, 2016	\$16.45
Effective January 1, 2017	\$16.90
Effective January 1, 2018	\$17.40
Effective January 1, 2019	\$18.00

Notwithstanding the foregoing, incumbent employees classified as Security Officer I who have completed thirty (30) months of service by January 1, 2016, shall be paid the minimum hourly rate set forth above.

All employees classified as Security Officer I whose hourly rate of pay on January 1, 2016 is above the minimum hourly rate shall receive an increase of \$.45 per hour.

All employees classified as Security Officer I whose hourly rate of pay on January 1, 2017 is above the minimum hourly rate shall receive an increase of \$.45 per hour.

All employees classified as Security Officer I whose hourly rate of pay on January 1, 2018 is above the minimum hourly rate shall receive an increase of \$.50 per hour.

All employees classified as Security Officer I whose hourly rate of pay on January 1, 2019 is above the minimum hourly rate shall receive an increase of \$.60 per hour.

- 14.4. Effective January 1, 2016, employees classified as Security Officer II shall be paid a minimum hourly rate of \$18.78. Effective January 1, 2017, the minimum hourly rate shall be

\$19.23; effective January 1, 2018, the minimum hourly rate shall be \$19.73; effective January 1, 2019, the minimum hourly rate shall be \$20.33.

All employees classified as Security Officer II shall receive the minimum hourly rate or an increase of \$.45 per hour in 2016, an increase of \$.45 per hour in 2017, an increase of \$.50 per hour in 2018, and an increase of \$.60 per hour in 2019, whichever shall result in the higher rate of pay.

- 14.5. Effective January 1, 2016, employees classified as Security Officer III shall be paid a minimum hourly rate of \$21.13. Effective January 1, 2017, the minimum hourly rate shall be \$21.58; effective January 1, 2018, the minimum hourly rate shall be \$22.08; effective January 1, 2019, the minimum hourly rate shall be \$22.68.

All employees classified as Security Officer III shall receive the minimum hourly rate or an increase of \$.45 per hour in 2016, an increase of \$.45 per hour in 2017, an increase of \$.50 per hour in 2018, and an increase of \$.60 per hour in 2019, whichever shall result in the higher rate of pay.

- 14.6. Effective January 1, 2016, employees classified as Armed Guard shall be paid a minimum hourly rate of \$28.75. Effective January 1, 2017, the minimum hourly rate shall be \$29.00; effective January 1, 2018, the minimum hourly rate shall be \$29.25; effective January 1, 2019, the minimum hourly rate shall be \$29.50.

All employees classified as Armed Guard shall receive the minimum hourly rate or an increase of \$.25 per hour in 2016, an increase of \$.25 per hour in 2017, an increase of \$.25 per hour in 2018, and an increase of \$.25 per hour in 2019, whichever shall result in the higher rate of pay.

- 14.7. No employee employed on the date of this Agreement shall have his or hourly wage reduced as a result of this Agreement.

- 14.8. All employees subject to this Agreement shall receive either the rates provided in Articles 14.3, 14.4, 14.5 or 14.6, as applicable, provided, that buildings already under a collective bargaining agreement governing employees to be covered by this Agreement shall bargain with the Union on an individual basis regarding over-scale employees. Officers formerly covered by the RAB Commercial Agreement will receive the wage increases and other economic benefits in the 2016 RAB Commercial Agreement.
- 14.9 The regularly assigned Fire Safety Director appointed by the Employer and certified by the Fire Department shall be classified as a Security Officer III. Nothing in this Agreement shall obligate the Employer to designate more than one employee as a Security Officer III Fire Safety Director.

Article XV - Holidays

- 15.1. The following holidays shall be designated for all employees, who have been continuously employed with the Employer for one (1) year, on the days on which they are legally observed: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day. In buildings where major occupants are operating on Presidents Day, another holiday may substituted for such day provided notice is given to the Union on or before January 1 of each year. In addition, the Union and the Employer can agree to substitute another holiday for one of the holidays listed above at any facility based on the customer's requirements.

Effective in calendar year 2018, Martin Luther King, Jr., Day shall be designated for all employees, who have been continuously employed with the Employer for one (1) year, in addition to the foregoing designated holidays.

- 15.2. All employees regularly scheduled to work on any holiday listed in Article 15.1 but who do not work due to their regular work location being closed, will be paid eight (8) hours regular straight time pay.

- 15.3. Employees who work on any holiday listed in Article 15.1 shall receive holiday pay and shall be paid at the appropriate rate of pay for each hour that they work.
- 15.4. In order to qualify for holiday pay, employees must work their last regularly scheduled shift before the holiday and their next regularly scheduled shift following the holiday, provided, that employees who are absent on one or more days due to approved vacation or sick leave shall be entitled to holiday pay, and provided further, that employees who are absent on one or both of such days due to FMLA leave, or medical or personal leave previously approved by the Employer, shall be entitled to receive holiday pay only upon their return to active employment.
- 15.5 Effective January 1, 2013, all employees (with the exception of employees covered under the economic terms of the 2012 RAB Commercial Agreement) shall receive one (1) personal day in each contract year. This personal day is in addition to the holidays listed in Article 15.1 above. Employees may select such day off on five (5) days' notice to the Employer provided such selection does not result in a reduction of employees in the building below seventy-five (75%) percent of the normal work staff. Such selection shall be made in accordance with seniority.

Article XVI - Sick Leave

- 16.1. Regular employees who have completed one hundred and twenty (120) days of continuous employment with the Employer will receive five (5) days sick leave, per year of employment, calculated from each employee's date of hire, for each employee's first three (3) years of employment. Employees in their first year of employment will be entitled to one hour of sick leave for every thirty hours worked, up to a maximum of five (5) days or forty (40) hours. Employees who have passed the third (3rd) anniversary of their employment date with the Employer will receive six (6) days sick leave, per

calendar year. Such sick leave may be used for a *bona fide* illness or injury, or to attend a doctor's appointment.

- 16.2. To receive paid sick leave, an eligible employee must notify his or her supervisor of his or her inability to report to work as scheduled at least two (2) hours prior to his or her scheduled starting time.
- 16.3. Sick leave not used by the end of the year shall not be carried over to the following year, but will be paid to the employee following the end of the calendar year.
- 16.4. The parties agree that on an annual basis the paid leave benefits provided regular employees under this Agreement are comparable to or better than those provided under the New York City Earned Sick Time Act, N.Y.C. Admin. Code § 20-911, *et seq.* Therefore, the provisions of that Act are hereby waived.

Article XVII - Emergency Leave of Absence

- 17.1. (a)(i) Once during the term of this Agreement, upon written application to the Employer and the Union, a regular employee who has been employed in the building for five (5) years or more shall be granted a leave of absence for illness or injury not to exceed six (6) months.

(ii) The leave of absence outlined above is subject to an extension not exceeding six (6) months in the case of bona fide inability to work whether or not covered by the New York State Workers' Compensation Law or the New York State Disability Benefits Law. When such employee is physically and mentally able to resume work, that employee shall on one (1) week's prior written notice to the Employer be then re-employed with no seniority loss.

(iii) In cases involving on-the-job injuries, employees who are on medical leave for more than one year may be entitled to return to their jobs if there is good cause shown.

(b) Once during the term of this Agreement, upon written application to the Employer and the Union, a regular employee who has been employed in the building for two (2) years but less than five (5) years shall be granted a leave of absence for illness and injury not to exceed sixty (60) days. When such employee is physically and mentally able to resume work, that employee shall on one (1) week's prior written notice to the Employer be re-employed with no seniority loss.

(c) In cases of pregnancy, it shall be treated as any other disability suffered by an employee in accordance with applicable law.

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

17.2. The Employer shall provide employees with leaves of absence for Union related activities, where practicable. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time.

17.3 Employees' seniority does not accrue but is not broken during authorized leaves of absence, except where required by law.

17.4 A regular full-time employee with at least one (1) year of seniority shall not be required to work for a maximum of three (3) days immediately following the death of his/her parent, sibling, spouse or child and shall be paid his/her regular, straight time wages for any of such three (3) days on which he/she was regularly scheduled to work or entitled to holiday pay.

17.5 All applicable Family and Medical Leave Act leave and/or applicable State or City law leave shall run concurrently with the leaves of absence provided in this Agreement.

Article XVIII – Uniforms and Equipment

- 18.1. Where required or when necessary for the job, the Employer shall provide and maintain appropriate uniforms and equipment, including, if appropriate, such uniforms and equipment appropriate to outdoor work or inclement weather, to the employees without cost to the employee.
- 18.2. All uniforms and other equipment furnished by the Employer shall be returned at the time of termination of employment.

Article XIX - Vacations

- 19.1. Employees shall accrue vacation with pay in accordance with the following schedule:

<u>Months on Payroll</u>	<u>Vacation with Pay</u>
<u>6</u>	3 working days (not to exceed 24 hours)
<u>12</u>	1 week (not to exceed 5 days or 40 hours)
<u>24</u>	2 weeks (not to exceed 10 days or 80 hours)
<u>60</u>	3 weeks (not to exceed 15 days or 120 hours)
<u>180</u>	4 weeks (not to exceed 20 days or 160 hours)
<u>300</u>	5 weeks (not to exceed 25 days or 200 hours)

- 19.2. Length of employment for vacation shall be based upon the amount of vacation an employee would be entitled to on September 15th of the year in which the vacation is given, subject to grievance and arbitration where the result is unreasonable.
- 19.3. Vacations will be paid at the employee’s regular straight-time hourly rate of pay.

- 19.4. Selection and preference as to time of taking vacations shall be granted to employees on the basis of seniority, except that a building may depart from seniority in vacation scheduling where it is required to maintain normal operations of the building, in which event the Union shall be notified as soon as possible of the departure from seniority.
- 19.5. Employees shall be paid vacation on a pro rata basis upon their termination of employment for any reason.
- 19.6. Vacation relief employees, employed for a period of five months or less, are not eligible for vacation benefits under this Article.

**Article XX – Health
and Welfare**

- 20.1. The Employer agrees to make payments into a health trust fund, known as the Building Service 32BJ Health Fund, to cover employees covered by this Agreement who work more than two (2) days each workweek with health benefits under such provisions, rules and regulations as may be determined by the Trustees of the fund, as provided in the Agreement and Declaration of Trust.

Employees who are on workers' compensation or who are receiving statutory short-term disability benefits, or Building Service 32BJ long term disability benefits shall be covered by the Health Fund without employer contributions until they may be covered by Medicare or six (6) months from the date of disability, whichever is earlier.

In no event shall any employee who was previously covered for Health Benefits lose such coverage as a result of a change or elimination of the Health Plan provision extending coverage for disability. In the event the provision extending coverage for disability is discontinued for any reason, the Employer shall be obligated to make contributions for the duration of the period that would have otherwise been available.

- 20.2. Effective January 1, 2016 the Employer shall contribute to the Fund \$700.00 per month for each regular full-time employee payable when and how the Trustees of the Health Plan determine, to cover employees and their dependent families with health benefits as agreed by the collective bargaining parties and under such provisions, rules and regulations as may be determined by the Trustees. Effective January 1, 2017, the contribution rate shall increase to \$735.00 per month for each regular full-time employee. Effective January 1, 2018, the contribution rate shall increase to \$770.00 per month for each regular full-time employee. Effective January 1, 2019, the contribution rate shall increase to \$807.00 per month for each regular full-time employee. Effective January 1, 2020, the contribution rate shall increase to \$858.00 per month for each regular full-time employee.
- 20.3. The President of the Union and the President of the RAB may determine, in their discretion, prior to the beginning of the contract years beginning January 1, 2017, January 1, 2018, January 1, 2019, January 1, 2020 and January 1, 2021 to divert any portion of the scheduled increases in the annual rate of Employer Health Fund contributions to the Training Fund and/or the Legal Fund.
- 20.4. Full-time employees shall be defined as those employees who are regularly employed more than two (2) days a week.
- 20.5. The obligation to contribute shall commence one-hundred and twenty (120) calendar days after the employee's date of hire as a full-time employee. Employees shall have a waiting period of one-hundred and twenty (120) calendar days following their date of hire before becoming eligible to be participants in the Fund. Effective January 1, 2014, the waiting period shall be ninety (90) days unless the federal law mandating healthcare coverage after ninety (90) days is modified (judicially or otherwise), in which case, the waiting period shall be the shorter of the modified period or one-hundred twenty (120) days.

- 20.6. If any future applicable legislation is enacted, there shall be no duplication or cumulation of coverage, and the parties will negotiate such changes as may be required by law.
- 20.7. The parties agree that if the recently passed healthcare reform legislation or any future governmental healthcare reform requires (i) any payment by contributing Employers for some or all of the benefits already provided for in the Health Fund to participants or (ii) requires any contributing Employers to pay any excise or other tax, penalty (including assessable payments), fee or other amount relating to or resulting from the eligibility requirements of or the level of benefits provided by the Fund, the parties shall recommend that the trustees revise the plan of benefits under the Fund so that such excise tax, penalty (including assessable payments), fee or other amount are not payable. In the event the trustees do not revise the plan of benefits under the Fund so that such excise tax or other tax, penalty (including assessable payments), fee or other amount are not payable, the affected Employers' contributions to the Fund, or contributions to the other Benefit Funds shall be reduced by the amount of such excise or other tax, penalty (including assessable payments), fee or other amount. With respect to any future governmental healthcare reform that requires any payments described in (i) and/or (ii) in this paragraph, the bargaining parties will bargain over what to recommend to the trustees consistent with the goals of maintaining quality benefits and containing costs.

Article XXI - Legal Fund

- 21.1. The Employer shall make contributions to the Group Pre-paid Legal Plan of \$199.60 per employee per year payable as the Trustees of the Legal Fund determine.
- 21.2. The obligation to contribute shall commence one-hundred and twenty (120) days after the employee's date of hire on behalf of those employees who regularly work more than two days per week. The employees shall have a waiting period of one hundred twenty (120) days following their date of hire to become eligible to participate in the Legal Fund.

Article XXII – Supplemental Retirement and Savings Fund

- 22.1. Regular full-time employees shall continue to be eligible to participate in the Building Service 32BJ Supplemental Retirement and Savings Fund (“SRSP”) in accordance with the terms and conditions of such Fund, as it may be amended, at no cost to the Employer.
- 22.2. Full-time employees shall be defined as those employees who are regularly employed more than two (2) days a week.
- 22.3. The Employer shall make contributions to the SRSP to cover employees covered by this Agreement with Employer contributions, as well as tax exempt employee wage deferrals as provided by the plan and/or plan rules. Except as provided below in 22.3, the rate of the Employer contribution to the SRSP, payable how and when the Trustees determine, shall be as follows:

Effective January 1, 2016	\$16 weekly per employee
Effective January 1, 2017	\$16 weekly per employee
Effective January 1, 2018	\$16 weekly per employee
Effective January 1, 2019	\$16 weekly per employee
Effective January 1, 2020	\$16 weekly per employee

The Employer’s obligation to contribute shall commence two (2) years after the employee’s date of hire. Employees shall have a waiting period of six (6) months following their date of hire to become eligible to participate in the SRSP, unless applicable law provides for a shorter waiting period.

- 22.4. This provision shall apply only to those officers for whom the Employer is not currently making contributions to the Building Service Local 32BJ Pension Fund. For all officers on whose behalf the Employer is making contributions to the Building Service 32BJ Pension Fund, the weekly rate of Employer contribution to the SRSP shall continue to be \$13 weekly per employee for the duration of this Agreement.

Article XXIII - Provisions Applicable to All Funds

- 23.1. If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds' Trust Agreement, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, court costs, auditor's fees and interest.
- 23.2. No contributions to any Benefit Fund shall be made for a vacation relief person during the first five (5) months of employment as vacation relief.

Article XXIV - Most Favored Nations

- 24.1. If the Union agrees to different wages or benefits more favorable to the Employer at any location subject to Article 1.1 above, those terms and conditions shall apply to any other Employer who takes over that location for the duration of the Union's agreement with the prior employer.
- 24.2. In the event that the Union enters into a contract on or after December 31, 2018, for a Class A Commercial Office Building location within the City of New York, whose wages or benefits are more favorable to such employer than the terms contained in this agreement with respect to that location, the Employer shall be entitled to and may have the full benefit of any and all such more favorable terms for any of its Class A commercial office building locations within Manhattan, upon notification to the Union. The Union will send the Employer notice of any such more favorable contracts. This clause shall not apply to contracts entered into before December 31, 2018 even if the terms of any such contracts extend beyond that date.

Article XXV - Union Visitation

- 25.1. The Employer shall furnish a bulletin board at the work-site exclusively for Union announcements and notices of meetings.
- 25.2. Union representatives shall have reasonable and appropriate access to employees at the work-site to confer with employees regarding grievances, or other Union-related business. Access shall be granted only if there is prior notice to the Employer and such access does not interfere with the work being performed at the building. The Union and the Employer shall discuss the implementation of this clause in connection with any applicable rules of the customer.

Article XXVI - Grievance and Arbitration

- 26.1. All disputes or differences involving the interpretation or application of this Agreement that arise between the Employer and the Union shall be resolved as provided in this Article. Nothing in this Agreement shall preclude deferral where the National Labor Relations Act provides for deferral.
- 26.2. If a dispute or difference covered by this Article cannot be resolved informally between the Union and Employer, it shall be filed in writing within thirty (30) days of the date of any conduct or action alleged to be in violation of the Agreement.
- 26.3. The Employer and the Union shall hold a meeting on unresolved grievances no later than thirty (30) days after the filing of the written grievance. The scheduling or convening of this meeting shall not be a cause for delay of arbitration.
- 26.4. All grievances not settled at the meeting held pursuant to Article 26.3 shall be subject to arbitration before the Office of the Contract Arbitrator established under the agreement between the Realty Advisory Board on Labor Relations Inc. ("RAB") and the Union. Written demand for arbitration must be made within forty (40) business days of the filing of the written grievance, unless the parties agree otherwise. The panel of arbitrators shall be as determined from time to time between the RAB and the Union under the procedures set forth in their agreement.

- 26.5. The fee of the Contract Arbitrator and all reasonable expenses involved in his/her functions shall be borne equally by the Union and the Employer, unless the Employer is a member of the RAB.
- 26.6. Arbitration hearings in discharge or other cases involving suspension without pay shall be scheduled for hearing no later than fourteen (14) days after the Union has filed a written notice demanding arbitration of the dispute, unless the parties agree otherwise. All other grievances shall be scheduled for arbitration no later than thirty (30) calendar days after the Union has filed a written notice demanding arbitration of the dispute.
- 26.7. If either party asserts that the dispute or difference is not properly a “grievance” as defined in Article 26.1, then the question of whether or not such dispute or difference is a grievance properly arbitrable under this Article shall first be determined, either by agreement between the parties or by the arbitrator. In such arbitration the fact that the grievance has been dealt with under the contract grievance machinery shall not be considered by the arbitrator in determining whether or not the grievance is arbitrable.
- 26.8. The arbitrator shall not grant adjournments to either party unless by mutual consent or for good cause shown. Due written notice means mailing, faxing or hand delivering to the address of the Employer. In the event of a willful default by either party in appearing before the Arbitrator, after due written notice shall have been given, the Arbitrator is authorized to render his or her award upon the testimony of the adversary party. The oath-taking and the period and requirements for service of notice in the form prescribed by statute are hereby waived.
- 26.9. Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take action necessary to secure such award including but not limited to suits at law.

26.10. The procedure outlined herein in respect to matters over which the Contract Arbitrator has jurisdiction shall be the sole and exclusive method for the determination of all such issues. The Contract Arbitrator shall have the power to grant any remedy required to correct a violation of this Agreement, including but not limited to, damages and mandatory orders, and the Award of said Arbitrator shall be final and binding upon the parties and the employee(s) involved; provided 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 an 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.

26.11. Grievants attending grievances and arbitrations during their regularly scheduled hours shall be paid during such attendance only if they are current employees at the time of the hearing.

26.12. Union claims are brought by the Union alone, and no individual shall have the right to compromise or settle any claim without the written permission of the Union. In the event that the Union appears at an arbitration without the grievant, the Arbitrator shall conduct the hearing provided it is not adjourned. The Arbitrator shall decide the case based upon the evidence adduced at the hearing.

26.13 It is agreed by the parties that the arbitrators serving the Office of the Contract Arbitrator shall also serve as contract arbitrators under this Agreement.

Article XXVII - Work Authorization and Status Disputes

27.1 The parties recognize that questions involving an employee's work status or personal information may arise during the course of his/her employment, and that errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control. The parties agree to attempt to minimize the impact of such issues on both the affected

employees and employers by working together to fairly resolve such issues while complying with all applicable laws.

Article XXVIII - Veteran Transition Assistance

- 28.1 The parties recognize that making a successful transition from the military into the civilian workforce can be challenging. Out of respect for those serving in the military and in acknowledgment of the tremendous skills they can bring to the workforce, the parties shall create a committee tasked with assisting veterans in this transition. These efforts shall include, but not be limited to: (i) increasing the industry's advertising/recruitment efforts to encourage veterans to apply for jobs within the industry; (ii) communicating with the industry about the numerous benefits associated with hiring veterans; and (iii) providing newly hired veterans with access to training through classes to be created by the Thomas Shortman School aimed at easing the transition to the civilian workforce and teaching the requisite skills.

Article XXIX - Duration

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

Article XXX – Transition from Commercial Building Agreement

- 30.1 Any Employer wishing to remove their Guards from the Commercial Building Agreement and, instead, have those Guards covered under this Agreement shall enter into a transition agreement with the Union facilitating such transfer consistent with established transition agreements. The Union shall not unreasonably withhold its agreement to transfer such Guards to this Agreement.

For those security employees whose wage and benefits terms are determined by the Commercial Building Agreement pursuant to a transition agreement or the terms of an Employer

assent to this Agreement, the Employer shall continue those terms. Such employees shall receive wage increases in accordance with the Commercial Building Agreement, and for those employees on whose behalf the Employer contributes to the Health Fund for the Metropolitan Plan of benefits and/or to the Pension Fund, the Employer shall contribute at the rates and terms set forth in the 2016 Commercial Building Agreement.

At any account locations where the Employer has contributed to the Health Fund for the Suburban Plan of benefits pursuant to a Transition Agreement or the terms of an Assent to this Agreement, the Employer shall contribute at the rates set forth in the attached Side Letter.

Article XXXI - Savings Clause

- 31.1 If any provision, or the enforcement or performance of any provision of this Agreement is or shall at any time be held contrary to law, then such provision shall not be applicable or enforced or performed except to the extent permitted by law. Both parties agree to construe any provisions held to be contrary to law as closely to its bargained for purpose permissible by law and to agree on a revised draft of such provision that as closely as legally possible mirrors the purpose of such an invalidated provision. If any provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.

Article XXXII - Complete Agreement

- 32.1 This Agreement constitutes the full understanding between the parties and, except as they may otherwise agree, there shall be no demand by either party for the negotiation or renegotiation of any matter covered or not covered by the provisions hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

REALTY ADVISORY BOARD ON LABOR RELATIONS, INC.

By: Howard Rothschild
President

Dated: _____

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ

By: Hector Figueroa
President

Dated: _____

May 1, 2016

Hector Figueroa, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

**Re: Reserved Question on Mandatory Arbitration for Statutory
Discrimination Claims**

Dear Hector:

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:

Hector Figueroa
President, SEIU, Local 32BJ

May 1, 2016

Hector Figueroa, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

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

Dear Hector:

This letter shall serve to confirm our understanding that Employers' existing payment practices for those employees covered under the RAB Security Officers Owners Agreement who call out sick on a holiday shall continue for the duration of 2016 RAB Security Officers Owners Agreement. It is our understanding that the Employers' use of such existing practices during the duration of the 2016 RAB Security Officers Owners Agreement shall not form the basis of any grievance or other dispute between the parties to the 2016 RAB Security Officers Owners Agreement.

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Hector Figueroa
President, SEIU, Local 32BJ

May 1, 2016

Hector Figueroa, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Extension of Trial or Probationary Period on Written Notice

Dear Hector:

This letter shall confirm our understanding, reached in bargaining the 2016 RAB Security Officers Owners' Agreement (the "Agreement"), that the "trial or probationary period" in Article 4.2 of the Agreement for employees employed under this Agreement shall be extended for a period of sixty (60) days, upon written notice to the Union and the Employee.

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Hector Figueroa
President, SEIU, Local 32BJ

May 1, 2016

Hector Figueroa, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Training

Dear Hector:

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

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Hector Figueroa
President, SEIU, Local 32BJ

May 1, 2016

Howard Rothschild, President
Realty Advisory Board on Labor Relations, Inc.
292 Madison Avenue, 16th Floor
New York, New York 10017

**Re: 2016 RAB Security Officers Owners Agreement
Hourly Funds Contributions Rates**

Dear Mr. Rothschild:

This will confirm our understanding that Articles XI (Training), XX (Health), XXI (Legal Services), and XXII (SRSP) of the 2016 Realty Advisory Board Security Officers Owners Agreement are hereby modified as follows with respect to contribution rates:

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

Effective January 1, 2016, the Employer shall contribute either \$700 per month for all employees who work more than two days per week, or \$4.76 per hour for all employees, up to forty (40) paid hours per week per employee.

Effective January 1, 2017, the Employer shall contribute either \$735.00 per month for all employees who work more than two days per week, or \$4.94 per hour for all employees, up to forty (40) paid hours per week per employee.

Effective January 1, 2018, the Employer shall contribute either \$770.00 per month for all employees who work more than two days per week, or \$5.18 per hour paid for all employees, up to forty (40) paid hours per week per employee.

Effective January 1, 2019, the Employer shall contribute either \$807.00 per month for all employees who work more than two days per week, or \$5.42 per hour paid for all employees, up to forty (40) paid hours per week per employee.

Effective January 1, 2020, the Employer shall contribute either \$858.00 per month for all employees who work more than two days per week, or \$5.77 per hour paid for all employees, up to forty (40) paid hours per week per employee.

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

Effective January 1, 2016, the Employer shall contribute to the Thomas Shortman Training Fund \$312 per year per employee. For employers who contribute on an monthly basis, contributions shall commence upon the completion of (30) days of employment. Effective January 1, 2016, employers who contribute to the Fund on an hourly basis shall contribute at a rate of \$.17 per employee per hour paid, up to 40 hours per week per employee, commencing on the employees first date of employment.

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

Effective January 1, 2016, the Employer shall contribute for all employees who have completed one hundred twenty (120) days of employment. Effective January 1, 2016, the rate of contribution shall be either \$199.60 per year per employee, or \$.11 per employee, per hour paid, up to 40 hours per week per employee. For Employers who contribute to the Fund on an hourly basis, contributions shall commence on the first day of the calendar month during which the employee completes one hundred twenty (120) days employment.

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

Effective January 1, 2016, the Employer shall contribute \$16 per week on behalf of all employees who work more than two days per week and who have completed two years of service, or \$.44 per hour paid on behalf of all employees who have completed two years of service,

up to 40 hours per week per employee. For Employers who contribute to the Fund on an hourly basis, contributions shall commence on the first day of the calendar month during which the employee completes two years employment.

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

Sincerely,

Héctor J. Figueroa
President
SEIU Local 32BJ

Agreed:

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

Date:_____

May 1, 2016

Howard Rothschild, President
Realty Advisory Board on Labor Relations, Inc.
292 Madison Avenue, 16th Floor
New York, New York 10017

**Re: 2016 RAB Security Officers Owners Agreement
Contribution Rates for Employees Covered by the
Suburban Plan of Health Benefits**

Dear Mr. Rothschild:

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

Effective January 1, 2016	\$1,261.00
Effective January 1, 2017	\$1,352.00
Effective January 1, 2018	\$1,433.00
Effective January 1, 2019	\$1,534.00
Effective January 1, 2020	93% of the rate for the Metropolitan Plan of benefits set forth in the successor agreement to the 2016 RAB Commercial Agreement.

Sincerely,

Héctor J. Figueroa
President
SEIU Local 32BJ

Agreed:

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

Date: _____