2024
SECURITY OFFICERS OWNERS AGREEMENT

BETWEEN

REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ

EFFECTIVE MAY 1, 2024
TO APRIL 30, 2028

TABLE OF CONTENTS

2024 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 the employee 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 the employee 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 (1%) 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 their 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 their authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.

3.4. The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations or revocations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union's American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund. The Employer shall accept such electronic records from the Union as valid

written authorizations for, or revocations of, deduction and remittance.

Employers who are currently accepting such electronic records as valid written authorizations or revocations for deduction and remittance shall continue to do so. The parties recognize that Employers who are not currently accepting electronic records as valid written authorizations or revocations may need time and/or training to be able to do so. The Union shall provide any necessary training opportunity to the Employer to facilitate acceptance of electronic records as valid written authorizations or revocations for deduction and remittance. Those Employers who are not currently accepting electronic records as valid written authorizations or revocations shall commence acceptance no later than nine (9) months from the date an Employer first becomes signatory to this Agreement (the "Transition Period"), provided that any reasonably requested training has been provided by the Union. It is understood that the transition to electronic records and electronic signatures may cause some delays. During the Transition Period, Employers who deduct appropriately, but whose transmissions are delayed, shall not be subject to interest or penalties owing to such delays.

3.5. 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 utilizing the 32BJ self-service portal, unless the Union directs, in writing, that Deductions be remitted by means other than electronic transmittals. The Union shall specify reasonable information to be recorded and/or transmitted by the Employer, as necessary and consistent with this Agreement.

Employers who are currently transmitting Deductions by ACH shall continue to do so. The parties recognize that Employers who are not currently transmitting Deductions by ACH, including those who may currently be transmitting deductions

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

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 four (4) 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.

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

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, gender identity, pregnancy-related conditions, marital status, or any characteristic protected by law, including but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, 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. Provided, however, that nothing herein shall preclude the filing or adjudication of any statutory claim any time before (i) the Equal Employment Opportunity Commission ("EEOC") or other similar agency whose jurisdiction includes employment discrimination claims; or (ii) the National Labor Relations Board ("NLRB"). Nor shall an employee be required to submit a claim involving sexual harassment and/or sexual assault to arbitration. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.

8.2 NO-DISCRIMINATION PROTOCOL

(1) PROTOCOL[1]

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

[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.

unlawful discrimination, harassment and retaliation. The Union maintains it will pursue its policy of evaluating such Covered Claims and bringing those Covered Claims to arbitration where appropriate. To this end, the parties establish the following system of mediation and arbitration applicable to all such Covered Claims, provided that nothing herein shall preclude the filing or adjudication of any statutory claim at any time before (i) the Equal Employment Opportunity Commission ("EEOC") or other similar agency whose jurisdiction includes employment discrimination claims; or (ii) the National Labor Relations Board ("NLRB"). Nor shall an employee be required to submit a claim involving sexual harassment and/or sexual assault to arbitration. 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. The Mediation Protocol set forth below is mandatory for all Covered Claims.

B. 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.

C. 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* 2022 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.

D. 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.

E. Within 30 days of being appointed, the Mediator shall notify the Parties of their 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 their 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.

F. 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.

G. 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.

H. 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.

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

J. 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.

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

(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 <u>BEFORE</u> 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 their attorney) notify in writing the RAB and the Employer that the Employee is attempting to bypass the Protocol process. The notice required by this section (the "Bypass Notice") shall specify the Covered Claim(s) alleged with sufficient

detail, the court where the action is to be filed, and the reason(s) for attempting to bypass the Protocol process.

B. A copy of the Bypass Notice must be sent to: (a) the Employer and (b) the Realty Advisory Board on Labor Relations, Inc., One Penn Plaza, Suite 2110, New York, New York 10119.

C. Absent compelling good cause, the Bypass Notice must be mailed by first-class certified mail, return receipt requested at least sixty (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.

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

(5) ANTI-DISCRIMINATION AND HARASSMENT TRAINING

The parties hereby reaffirm the parties' longstanding mutual commitment to prevent harassment and discrimination in the workplace, including discrimination based on race, creed, color, sex, gender, race, age, ethnicity, disability, sexual orientation, gender identity, national origin, union membership, pregnancy-related conditions, marital status, and any other legally protected categories. To that end, and in an effort to implement the parties' commitment, the parties mandate that the Diversity and Respect Committee (the "Committee") meet to discuss the prevention of discrimination and harassment in the commercial building workplace, including through training of employees to prevent sexual and other forms of harassment, discrimination and retaliation in the workplace, and the elimination of adverse treatment that is the product of bias, whether conscious or unconscious. The parties intend that the training shall be no less extensive than that required by law (see, *e.g.,* the New York

State law on training and other anti-sexual harassment measures). The parties recommend to the Trustees of the Thomas Shortman Training, Scholarship and Safety Fund (the "Fund") that Fund staff and the Fund's Curriculum Committee develop and provide anti-harassment, anti-discrimination, anti-bias and anti-retaliation training, including training related to third-party conduct. Such training may be coordinated with the Fund's existing course offerings. The parties recognize that other entities – in addition to the Fund – will be engaged to provide this training. The parties intend that the curriculum and materials developed by the Fund be made available to such other entities.

Article IX - Employer 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 the employee's 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 their 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 four (4) months. The Employer shall provide contemporaneous written notice to the Union of all layoffs, reductions in hours, and/or offers of recall.

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. Effective January 1, 2026, the contribution rate will increase to $336 per year for each employee. The obligation to contribute shall commence thirty (30) calendar days after the employee's date of hire. Newly hired employees shall be eligible to participate in the Training Fund upon their date of hire and without any waiting period at no additional cost to the Employer.

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 hour 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.

12.5. Employers shall provide temporary schedule changes in accordance with the coverage and requirements of the New York City Admin. Code § 20-1261, et seq., and the grievance and arbitration procedure shall be the sole and exclusive forum for any such claims and remedies. The ability to pursue remedies in any other forum is hereby waived.

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 bi-weekly pay may create hardships for certain employees. The partiespreviously 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 (4) 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. Employees in the Security Officer I classification who have not yet completed thirty-six (36) months of employment and who are paid more than the new hire minimum rates set forth below but less than the full Security Officer I rate shall receive no less

than 85% of the applicable Security Officer I wage increase during the first thirty-six (36) months of employment.

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

Effective May 1, 2024	$17.17
Effective May 1, 2025	$18.02
Effective May 1, 2026	$18.87
Effective May 1, 2027	$19.68

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

Employees, classified as Security Officer I, who have completed thirty-six (36) months of service, or who have satisfied the training and certification requirements set forth below in newly inserted Section 14.4, shall be paid no less than the minimum wage rates set forth below:

Effective May 1, 2024	$20.20
Effective May 1, 2025	$21.20
Effective May 1, 2026	$22.20
Effective May 1, 2027	$23.15

All employees classified as Security Officer I, whose hourly rate of pay on May 1, 2024, is above the minimum hourly rate shall receive an increase of $0.55 per hour.

All employees classified as Security Officer I, whose hourly rate of pay on May 1, 2025, is above the minimum hourly rate shall receive an increase of $1.00 per hour.

All employees classified as Security Officer I, whose hourly rate of pay on May 1, 2026, is above the minimum hourly rate shall receive an increase of $1.00 per hour.

All employees classified as Security Officer I, whose hourly rate of pay on May 1, 2027, is above the minimum hourly rate shall receive an increase of $0.95 per hour.

14.4. A newly hired Security Officer I, who has completed at least twelve (12) months of employment but less than thirty-six (36) months of employment, shall be paid no less than the full Security Officer I wage rate, as set forth in Section 14.3, supra, upon providing the Employer with certificates of completion for the following Thomas Shortman Training Fund courses and, where indicated below, Fire Department Certificates of Fitness.

Training Hours	**Course Name and FDNY Certificate of Fitness (where applicable)**
6 hours (combined)	Citywide Fireguard for Impairment (FDNY F01 Certificate of Fitness) and Indoor/Outdoor Place of Assembly for Safety Personnel (FDNY F03 and F04 Certificates of Fitness)
22 hours	FDNY Building Evacuation Supervisor
2 hours	Professionalism and Customer Service

The Employer shall reimburse the Employee the cost of one (1) fee paid to the Fire Department per each of the Fire Department Certificates of Fitness obtained by the Employee, as identified above. If the Employee completes the training and obtains the applicable Certificates of Fitness prior to their completing twelve (12) months of employment, the Employee shall receive the full Security Officer I wage rate, as set forth in Section 14.3, supra, upon completion of twelve (12) months of employment.

14.5. Effective May 1, 2024, employees classified as Security Officer II shall be paid a minimum hourly rate of $22.53. Effective

May 1, 2025, the minimum hourly rate shall be $23.53; effective May 1, 2026, the minimum hourly rate shall be $24.53; effective May 1, 2027, the minimum hourly rate shall be $25.48.

All employees classified as Security Officer II shall receive the minimum hourly rate or an increase of $0.55 per hour on May 1, 2024, an increase of $1.00 per hour on May 1, 2025, and an increase of $1.00 per hour on May 1, 2026, and an increase of $0.95 per hour on May 1, 2027, whichever shall result in the higher rate of pay.

14.6. Effective May 1, 2024, employees classified as Security Officer III shall be paid a minimum hourly rate of $24.88. Effective May 1, 2025, the minimum hourly rate shall be $25.88; effective May 1, 2026, the minimum hourly rate shall be $26.88; effective May 1, 2027, the minimum hourly rate shall be $27.83.

All employees classified as Security Officer III shall receive the minimum hourly rate or an increase of $0.55 per hour on May 1, 2024, an increase of $1.00 per hour on May 1, 2025, an increase of $1.00 per hour on May 1, 2026, and an increase of $0.95 per hour on May 1, 2027, whichever shall result in the higher rate of pay.

14.7. Effective May 1, 2024, employees classified as Armed Guard shall be paid a minimum hourly rate of $31.70. Effective May 1, 2025, the minimum hourly rate shall be $32.70; effective May 1, 2026, the minimum hourly rate shall be $33.70; effective May 1, 2027, the minimum hourly rate shall be $34.65.

All employees classified as Armed Guard shall receive the minimum hourly rate or an increase of $0.55 per hour on May 1, 2024, an increase of $1.00 per hour on May 1, 2025, an increase of $1.00 per hour on May 1, 2026, and an increase of $0.95 per hour on May 1, 2027, whichever shall result in the higher rate of pay.

14.8. No employee employed on the date of this Agreement shall have their hourly wage reduced as a result of this Agreement.

14.9. All employees subject to this Agreement shall receive either the rates provided in Articles 14.3, 14.5, 14.6 or 14.7, 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 2024 RAB Commercial Agreement.

14.10. 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 (1) 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, Martin Luther King, Jr., Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. In buildings where major occupants are operating on Presidents Day, another holiday may be 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.

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 (1) 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 (1) 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 All employees (with the exception of employees covered under the economic terms of the 2024 RAB Commercial Agreement) shall receive two (2) personal days in each contract year. These personal days are in addition to the holidays listed in Article 15.1 above. Employees may select such 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 seventy-five (75%) percent of the normal work staff. Such selection shall be made in accordance with seniority.

15.6 Upon request and in accordance with the terms of Section 15.5, supra, employees shall be allowed to use a personal day from their annual allotment to observe Juneteenth.

Article XVI - Sick Leave

16.1. Regular employees with at least one (1) year of service shall receive five (5) days sick leave in a calendar year (January 1 – December 31). Newly-hired regular employees will be entitled to accrue one (1) hour of sick leave for every thirty (30) hours worked, up to a maximum of five (5) days or forty (40) hours of sick leave in their first year of employment during the calendar year. Thereafter, each employee will receive their five (5) days sick leave on January 1. Employees who have passed the third anniversary of their employment date with the

Employer will receive six (6) days sick leave in a calendar year, commencing in the calendar year following the employee's third anniversary of employment date. Such sick leave may be used for *bona fide* illness or injury, or to attend a doctor's appointment or any other reason consistent with the New York City Earned Safe and Sick Time Act.

16.2. To receive paid sick leave, an eligible employee must notify their supervisor of their inability to report to work as scheduled at least two (2) hours prior to the employee's 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 Regular employees shall be permitted to use paid time off benefits in addition to paid sick leave provided under this Agreement (*e.g.,* vacation, holidays, personal days) solely for those reasons specified in New York City Earned Safe and Sick Time Act, N.Y.C. Admin. Code § 20-911, *et seq.*, and the New York Paid Sick Leave Law, N.Y. Labor Law § 196-b, to obtain a maximum of seven (7) paid sick days (up to 56 hours) annually.

The parties agree that on an annual basis, the paid leave benefits provided under this Agreement are comparable to or better than those provided under the New York City Earned Safe and Sick Time Act, N.Y.C. Admin. Code § 20-911, *et seq.*, and the New York Paid Sick Leave Law, N.Y. Labor Law § 196-b. Therefore, the provisions of those Acts 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 (1) 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 (2) 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 the employee's parent, sibling, spouse or child and shall be paid the employee's regular, straight time wages for any of such three (3) days on which the employee was regularly scheduled to work or entitled to holiday pay.

17.5 Employers shall provide family leave in accordance with the coverage and requirements of the NYS Paid Family Leave Law ("NYSPFL"). Any Employer who is required by law to comply with the provisions of the Family and Medical Leave Act ("FMLA") shall comply with the requirements of that Act. All leaves of absence under this Article will run concurrently with applicable FMLA leave, applicable NYSPFL leave and/or other applicable State or City leave requirements.

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:

Months on Payroll	Vacation with Pay
6	3 working days (not to exceed 24 hours)
12	1 week (not to exceed 5 days or 40 hours)
24	2 weeks (not to exceed 10 days or 80 hours)

60	3 weeks (not to exceed 15 days or 120 hours)
180	4 weeks (not to exceed 20 days or 160 hours)
300	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 (5) 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 May 1, 2024 the Employer shall contribute to the Fund $1,087.00 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, 2025, the contribution rate shall increase to $1,130.00 per month for each regular full-time employee. Effective January 1, 2026, the contribution rate shall increase to $1,175.00 per month for each regular full-time employee. Effective January 1, 2027, the contribution rate shall increase to $1,222.00 per month for each regular full-time employee. Effective January 1, 2028, the contribution rate shall increase to $1,277.00 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, 2025, January 1, 2026, January 1, 2027 and January 1 2028 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 ninety (90) days after the employee's date of hire as a full-time employee. Employees shall have a waiting period of ninety (90) days following their date of hire before becoming eligible to be participants in the Fund.

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 current federal healthcare law or 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 the following contributions per year per employee into the Building Service 32BJ Legal Services Fund on behalf of all employees who regularly work more than

two (2) days per week and who have completed one hundred twenty (120) days of employment.

Effective May 1, 2024	$36.00
Effective January 1, 2025	$199.60
Effective January 1, 2026	$175.60
Effective January 1, 2027	$175.60
Effective January 1, 2028	$175.60

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

Effective May 1, 2024	$16.00
Effective May 1, 2025	$16.00
Effective May 1, 2026	$16.00
Effective May 1, 2027	$16.00

22.3. Full-time employees shall be defined as those employees who are regularly employed more than two (2) days a week.

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.

22.. 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. By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. 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 and vacation relief employees shall not be eligible for Benefit Funds coverage during this five (5) month period, except that they are eligible to participate in the Training Fund during the five (5) month vacation relief period, consistent with Article 11.4 above.

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 1, 2026, 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 1, 2026, 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 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 their functions shall be borne equally by the Union and the Employer, unless the Employer is a member of the RAB.

26.6. The Parties agree to adopt the Office of the Contract Arbitrator Case Management Protocols, as may be amended from time to time, provided, however, that: (a) arbitration hearings in discharge or other cases involving suspension without pay shall be scheduled no later than fourteen (14) calendar days after the Union has filed a written notice demanding arbitration of the dispute, unless the parties agree otherwise; and (b) 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 issue their award upon the testimony of the adverse 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 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, 2024 until April 30, 2028 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 and benefit terms in accordance with the Commercial Building Agreement, and the successor agreement thereto, 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 2024 Commercial Building Agreement and the successor thereto.

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 their bargained-for purpose as 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.

Article XXXIII – Wage and Hour Claims

33.1 Subject to the principles set forth below, the Employee and the Union agree that in the event that an Employee (on behalf of the Employee and/or others) asserts statutory wage and hour claim(s) against the Employer(s), including claims for unpaid minimum wages and/or overtime pay, prior to the filing of any such claim(s) in court, the Employer and Employee shall engage in mandatory mediation to attempt to narrow or resolve the claims(s). The RAB and Union agree to establish a mediation process for handling such claims. The following principles shall apply:

1. The Employee(s) must initiate mediation by written notice to the Employer, or the Employer must initiate mediation by written notice to the Employee(s) and Employee's counsel, as appropriate.

2. Initiation of mediation shall be required only of Employees who are (or who will seek to be) plaintiffs in an individual or multi-plaintiff action or named or representative plaintiffs in a putative class and/or collective action. Employees who are not (and will

not seek to be) named or representative plaintiffs (e.g., who are merely putative class or collective action members) are not required to initiate mediation in connection with this section; however, the Employee's claims will be a subject of the mediation process described in this section.

3. Unless otherwise agreed to by the mediating parties, at any time following ninety (90) days after the initiation of the mediation process, either the Employer or the Employee(s) may terminate mediation by written notice to the other side, and, in that event, no further mediation effort shall be required by this Agreement.

4. In the event that Employee(s) initiate litigation in a judicial forum on the Employee's wage and hour claims without first submitting to the mediation process described in this section and the Employer seeks to enforce the requirements of this paragraph, the Employer shall not seek dismissal of the judicial action but may seek to have the action stayed pending the completion of the mediation provided for herein.

5. The parties do not intend an Employee's substantive or recovery rights or any Employer defenses to be limited by virtue of the terms of this mediation process. Hence, during the pendency of the mediation process, any statutes of limitations and/or filing periods shall be tolled, and recovery of appropriate damages shall be permitted for all time periods during which mediation is occurring or has occurred. To the extent that the tolling described in this paragraph is deemed legally ineffective, and without conceding that any recovery is appropriate, the Employee(s) shall have the contractual right to seek recovery for any time period(s) that would have been tolled without having to exhaust the grievance and arbitration procedures set forth in this Agreement.

6. The RAB and the Union shall provide affected Employee(s) and the Employee's Employer(s) with a list of mediators who will be available to conduct the mediation. The mediator's fees shall be paid for by the RAB and the Union in equal shares. The parties shall be free to use another mediator of the parties' own choosing but in that event shall bear the costs of mediation as they determine.

7. The conduct of the mediation shall be confidential and the rules of evidence pertaining to privileges related to settlement discussions shall apply to communications in mediation.

8. Any agreement reached in mediation shall not alter the collective bargaining agreement or affect the contractual rights of employees who are not parties to that agreement.

Article XXXIV – Health, Safety, and HERO Act

34.1 The Employer shall continue to provide safe and healthy working conditions.

34.2 On May 5, 2021, the New York Health and Essential Rights Act, Senate Bill 1034B ("S1034B"), amending the New York Labor Law to include provisions on prevention of airborne infectious disease, was signed into law. On July 12, 2021, the parties executed a Memorandum of Agreement ("HERO Act MOA") on this topic. The Parties agreed, and continue to agree, that the HERO Act MOA would apply to the 2020 RAB Commercial Building Agreement, the 2020 Contractors Agreement, the 2018 Apartment Building Agreement, the 2018 Resident Managers and Superintendents Agreement, the 2018 Long Island Apartment Building Agreement, the 2021 Security Officers Agreement, and the 2021 RAB Window Cleaners Agreement (collectively, the "Agreements"). Consistent with the HERO Act MOA, the parties agree to implement the following to ensure a safe and healthy workplace for Industry employees:

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

2. The RAB, Employers, and the Union agree to establish joint labor-management workplace safety committees. The workplace safety committees will be organized by Employer, except where the parties mutually agree that another format is acceptable. The workplace safety committees shall be comprised of Employer representatives, selected in consultation with the RAB, Union representatives, and bargaining unit employee representatives as the Union may designate. The workplace safety committees shall meet as needed, upon the request of either the Employer or the Union, at such times and in such manner as the Employer, RAB and the Union may deem reasonable and proper. Each workplace safety committee so-established, will have the ability, consistent with S1034B, to: (a) raise health and safety concerns, hazards, complaints and violations to the Employer; (b) review any policy or procedures put in

place in the workplace concerning workplace safety; (c) participate in any site visit by any governmental agency responsible for enforcing safety and health standards in a manner consistent with applicable law; (d) review relevant reports filed by the Employer related to the health and safety of the workplace in a manner consistent with applicable law; and (e) discuss training and equipment needs, including personal protective equipment. Meetings shall occur during work hours and shall be scheduled within two (2) weeks of either party requesting the meeting, provided that in the event that there is an urgent health and safety issue or other urgent operational issue in connection with the exposure prevention plan, the parties shall make their best efforts to meet on an expedited basis. Upon agreement by the parties, commonly-owned, commonly-managed buildings that are subject to one of the above-referenced Building Agreements, may form a workplace safety committee that covers all or some of the commonly-owned, commonly-managed buildings. Established workplace safety committees may make reports and recommendations to the Employer, as necessary, concerning the above and other matters covered by S1034B within their responsibility to the Employer as may be appropriate.

3. The RAB, on behalf of its members, and the Union agree that the benefits provided under the Agreements and under this Section and the HERO Act MOA are comparable to or better than those provided under S1034B, enacted under N.Y. Labor Law Sections 27-d and 218-b. and therefore, pursuant to N.Y. Labor Law § 27-d (7) and N.Y. Labor Law Section 218-b (9), the provisions of S1034B are waived with regard to these parties, and to the extent not precluded by those laws with regard to other parties. The parties further agree that any dispute arising out of or relating to airborne infectious disease exposure prevention, including, without limitation, the implementation of this the HERO Act MOA, shall be resolved through the grievance and

arbitration process set forth in this Agreement, as the sole and exclusive process for resolution of such disputes. Any grievance alleging a violation of the Employer's exposure prevention plan that creates a substantial probability that serious physical harm or death could result from a condition which exists, or from one or more practices, means, methods, operations or processes which have been adopted or are in use, by the Employer at the work site, shall be submitted to expedited arbitration within three (3) business days of an arbitration demand.

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

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: 9/8/24

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ

By: Manny Pastreich
President

Dated: September 20, 2024

May 1, 2024
Manny Pastreich, President
SEIU, Local 32BJ
25 West 18th Street
New York, NY 10011

Re: Health Care Savings (Basic Plan) and 2024 Ratification Bonus

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

In accordance with the monthly rates of contributions set forth in Article XX, in 2024, the monthly rate of contribution to the Health Fund shall be $1,087.00 per covered employee. Notwithstanding anything to the contrary above, the rate of contribution for the months of May 2024 and June 2024 (payable respectively on or before June 20, 2024 and July 20, 2024) shall be $50.00 per month per covered employee.

After the Union provides the RAB with notice that its membership has fully ratified this Agreement, each employee for whom the Employer is obligated to contribute to the Health Fund for the Basic Plan of benefits as of July 20, 2024, including part-time employees who work more than two (2) days per week, and those on leave for whom the employer is obligated to contribute to the Health Fund as of July 20, 2024, shall receive a one-time, lump-sum, ratification bonus of one thousand seven hundred eight-five dollars ($1785.00), minus all applicable taxes, withholdings and deductions. The ratification bonus will be paid on July 26, 2024, or 30 calendar days after ratification, whichever is later.

The parties agree that the ratification bonus shall not be considered compensation for hours of employment purposes, and instead shall be deemed excluded from the definition of regular rate for purposes of calculating overtime pay. For the avoidance of any doubt, any disputes over the ratification bonus made to eligible employees, including any disputes over pay arising from or relating to such payments, shall be subject to the grievance and arbitration provisions of the collective bargaining agreement including, without limitation, any wage and hour claim.

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Manny Pastreich
President, SEIU, Local 32BJ

May 1, 2024

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

Re: Reserved Question on Mandatory Arbitration for Statutory Discrimination Claims

Dear Manny:

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

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

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

The parties agree that, should either the Union or the RAB deem it appropriate or necessary to do so, that party may bring to arbitration the Reserved Question. The parties intend that the Reserved Question may only be resolved in arbitration between them and not in any form of judicial or administrative proceeding. The outcome of the Reserved Question hinges on collective bargaining language and bargaining history, which are subjects properly suited for arbitration. Such arbitration may be commenced on 30 calendar days' written notice to the other party. The arbitrator for such

arbitration shall be Roberta Golick, unless she is unable or unwilling to serve, in which case the parties shall agree upon an arbitrator, and failing agreement shall submit the case to arbitration before the American Arbitration Association, in New York City.

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

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

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Manny Pastreich
President, SEIU, Local 32BJ

May 1, 2024

Manny Pastreich, 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 Manny:

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 2024 RAB Security Officers Owners Agreement. It is our understanding that the Employers' use of such existing practices during the duration of the 2024 RAB Security Officers Owners Agreement shall not form the basis of any grievance or other dispute between the parties to the 2024 RAB Security Officers Owners Agreement.

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Manny Pastreich
President, SEIU, Local 32BJ

May 1, 2024

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

Re: Extension of Trial or Probationary Period on Written Notice

Dear Manny:

This letter shall confirm our understanding, reached in bargaining the 2024 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:

Manny Pastreich
President, SEIU, Local 32BJ

May 1, 2024

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

Re: Training

Dear Manny:

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:

September 20, 2024

Manny Pastreich
President, SEIU, Local 32BJ

May 1, 2024

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

Re: 2024 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 2024 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 May 1, 2024, the Employer shall contribute either $1,087.00 per month for all employees who work more than two (2) days per week, or $7.21 per hour for all employees, up to forty (40) paid hours per week per employee.

Effective January 1, 2025, the Employer shall contribute either $1,130.00 per month for all employees who work more than two (2) days per week, or $7.49 per hour for all employees, up to forty (40) paid hours per week per employee.

Effective January 1, 2026, the Employer shall contribute either $1,175.00 per month for all employees who work more than two (2) days per week, or $7.77 per hour paid for all employees, up to forty (40) paid hours per week per employee.

Effective January 1, 2027, the Employer shall contribute either $1,222.00 per month for all employees who work more than two (2)

days per week, or $8.07 per hour paid for all employees, up to forty (40) paid hours per week per employee.

Effective January 1, 2028, the Employer shall contribute either $1,277.00 per month for all employees who work more than two (2) days per week, or $8.42 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 May 1, 2024, the Employer shall contribute to the Thomas Shortman Training Fund $312 per year per employee. For employers who contribute on a monthly basis, contributions shall commence upon the completion of thirty (30) days of employment. Effective May 1, 2024, employers who contribute to the Fund on an hourly basis shall contribute at a rate of $0.17 per employee per hour paid, up to forty (40) hours per week per employee, commencing on the employee's first date of employment.

Effective January 1, 2026, the Employer shall contribute to the Thomas Shortman Training Fund $336 per year per employee. For employers who contribute on a monthly basis, contributions shall commence upon the completion of thirty (30) days of employment. Effective January 1, 2026, employers who contribute to the Fund on an hourly basis shall contribute at a rate of $0.18 per employee per hour paid, up to forty (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 May 1, 2024, the Employer shall contribute for all employees who have completed one hundred twenty (120) days of employment.

Effective May 1, 2024, the rate of contribution shall be either $199.60 per year per employee, or $0.11 per employee, per hour paid, up to forty (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 of employment.

Effective January 1, 2025, the rate of contribution shall be either $36.00 per year per employee, or $0.02 per employee, per hour paid, up to forty (40) hours per week per employee. For Employers who contribute to the Fund on an hourly basis, contributions shall commence on the first day of the calendar month during which the employee completes one hundred twenty (120) days employment.

Effective January 1, 2026 through April 30, 2028, the rate of contribution shall be either $175.60 per year per employee, or $0.08 per employee, per hour paid, up to forty (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 May 1, 2024, the Employer shall contribute $16.00 per week on behalf of all employees who work more than two (2) days per week and who have completed two (2) years of service, or $0.44 per hour paid on behalf of all employees who have completed two (2) years of service, up to forty (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 (2) years of 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 (2) days per week.

Sincerely,

Manny Pastreich

President
SEIU Local 32BJ

Agreed:

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

Date: September 20, 2024

May 1, 2024

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

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

Dear Mr. Rothschild:

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

Effective May 1, 2024	$1,797.00
Effective January 1, 2025	$1,851.00
Effective January 1, 2026	$1,888.00
Effective January 1, 2027	$1,926.00
Effective January 1, 2028	The rate set by the Trustees for the Suburban Plan of benefits

Sincerely,

Manny Pastreich
President
SEIU Local 32BJ

Agreed:

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

Date: 9/8/24

May 1, 2024

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

Re: Health Care Savings (Suburban Plan) and 2024 Ratification Bonus

Dear Manny:

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

In accordance with the monthly rates of contributions set forth in the preceding side letter regarding contribution rates for officers covered by the Suburban Plan of benefits, in 2024, the monthly rate of contribution to the Health Fund shall be $1,797.00 per covered employee. Notwithstanding anything to the contrary above, the rate of contribution for the months of May 2024 and June 2024 (payable respectively on or before June 20, 2024 and July 20, 2024) shall be $50.00 per month per covered employee).

After the Union provides the RAB with notice that its membership has fully ratified this Agreement, each employee for whom the Employer is obligated to contribute to the Health Fund for the Suburban Plan of benefits as of July 20, 2024, including part-time employees who work more than two (2) days per week, and those on leave for whom the employer is obligated to contribute to the Health Fund as of July 20, 2024, shall receive a one-time, lump-sum, ratification bonus of three thousand dollars ($3,000.00), minus all applicable taxes, withholdings and deductions. The ratification bonus will be paid on July 26, 2024, or 30 calendar days after ratification, whichever is later.

The parties agree that the ratification bonus shall not be considered compensation for hours of employment purposes, and instead shall be deemed excluded from the definition of regular rate for purposes of calculating overtime pay. For the avoidance of any doubt, any disputes over the ratification bonus made to eligible employees, including any disputes

over pay arising from or relating to such payments, shall be subject to the grievance and arbitration provisions of the collective bargaining agreement including, without limitation, any wage and hour claim.

Sincerely,

Howard Rothschild
President, RAB

AGREED:

Manny Pastreich
President, SEIU, Local 32BJ