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STIPULATION OF AGREEMENT

STIPULATION OF AGREEMENT made on the 8th day of June, 2018 between Service Employees International Union, Local 32BJ (the "Union") and Riverbay Corporation (the "Employer").

WHEREAS, the 2014 Collective Bargaining Agreement (the "Agreement") between the parties by its terms will expire on June 8, 2018; and

WHEREAS, the Employer through its committee and the Union through its bargaining committee, have now negotiated the terms of a new Agreement for the bargaining unit members; and

WHEREAS, the parties wish to include these terms in a written renewal Agreement:

NOW THEREFORE, the parties in consideration of the mutual covenants herein contained, and subject to ratification by the Union's membership and the Employer's Board of Directors, do hereby agree to extend the Agreement through June 8, 2022 and to amend the Agreement in accordance with the following stipulation:

1. Article I, Union Shop, Section (a): Employment and Union Security

Add the following to Section 1:

Temporary employees shall be designated as such by the Employer at the time the temporary employee is hired. At the Union's request, but no more than twice per calendar year, the Employer shall provide the name, wage rate, dates of employment, and job descriptions or classifications ~~and work orders~~ for temporary employees.

Amend footnote 1 of Section 1 to provide:

The Employer shall have the right to hire temporary employees for a period of six (6) consecutive months-within any 12 month period.

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2. Article I: Union Shop, Section (c): Hiring

Amend Sections 1 and 2 to provide:

Section 1. There shall be no discrimination against any employee or applicant for employment by reason of race, color, creed, national origin, age, sex, disability, marital status or sexual orientation, and any other legally protected categories. The Employer shall provide anti-discrimination and anti-harassment training for all Riverbay employees. ~~Supervisors shall receive training for ethnic, racial and gender sensitivity and details regarding the program and education received shall be provided to the Union in writing upon request. Attendance at said program or educational session by supervisory personnel shall be mandatory.~~

Section 2. In the event the Employer needs additional employees it shall so notify the Union. ~~The Union shall have a five (5) calendar days' exclusive period in which it shall refer all candidates without regard to membership for any potential job vacancies. However, a~~Any employee denied an available position, including but not limited to, a promotional opportunity or lateral transfer, shall receive, upon the Union's or the employee's request, a written explanation outlining the reason or reasons he/she was not offered said position. In either case the Employer shall have the final decision as to who it will employ.

3. Article II: Check-Off

Add the following new paragraphs:

The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations 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 as valid

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written authorizations for deduction and remittance. The parties recognize that the Employer may need time and/or training regarding the acceptance and use of electronic records and signatures under this paragraph. The Union shall provide any necessary training opportunity to the Employer to facilitate the acceptance of electronic records and signatures as valid written authorizations or revocations for deductions and remittances. The Employer shall commence acceptance of electronic records and signatures as valid written authorizations or revocations for deductions and remittances no later than nine (9) months from the effective date of this Agreement (the "Transition Period"), provided that any reasonably requested training has been provided by the Union.

4. Article III: Labor Saving Devices

Article III is superseded by the Management Rights article as amended by this Stipulation.

5. Article IV: Sick Leave.

Section 2. Notification for personal days shall be pursuant to the chart that is attached as Exhibit A and incorporated by reference to the Agreement. Employees who provide the requisite notice shall not be denied the personal/birthday/~~clinic day~~ for which notice is given.

Revise Section 5 to read as follows:

Section 5. To be eligible for benefits under this Article, an employee who is absent, must notify his/her supervisor or designee at least ~~one (1) hour~~ two (2) hours before the start of the scheduled shift. ~~his/her regularly scheduled work day for twenty four (24) hour operations, or one (1) hour after the start of the work day for non twenty four (24) hours operations.~~ The Employer will consider extenuating circumstances.

~~Each employee is entitled to one (1) personal day in lieu of a clinic day with pay each calendar year.~~

6. Article IV: Leave of Absence

Section 4. Once during the term of this Agreement, upon forty-five (45) days advance written application to the Director of Human Resources and the Union, a regular full-time employee with five (5) years or more service shall be granted a leave of absence without pay or fringe benefits for a period of up to four (4) months. The employee requesting this leave must state the reason for the leave. Such leave shall be granted for any reason other than to allow the employee to work in other employment. Any employee returning from such a leave of absence shall not lose any seniority or suffer any reduction in their wage rate or benefits

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due to taking leave. The Employer's monthly contribution to 32BJ Benefit Fund and Pension Fund shall be pro-rated in accordance with Fund rules to the date the employee commences his/her leave of absence, unless otherwise required by law.

Section 5. Once during the term of this Agreement, upon thirty (30) days advance written application to the Director Human Resources, a regular full-time employee with five (5) years or more of service shall be granted leave of absence without pay or fringe benefits for a period of up to three (3) months for conducting union business, except during the months of June, July and August. Any employee returning from such a leave of absence shall not lose any seniority or suffer any reduction in their wage rate or benefits due to taking leave. Only one employee may take a leave of absence for conducting union business at a time. The Employer's monthly contribution to 32BJ Benefit Fund and Pension Fund shall be pro-rated in accordance with Fund rules to the date the employee commences his/her leave of absence, unless otherwise required by law

7. **Article V: Discharge**

Amend Section 2 to provide:

Section 2. The Employer shall notify the employee in writing, with a copy to the Union, of the reasons for discharge or suspension. ~~that the services of an employee are not desirable.~~ If the reasons are not acceptable to the Union or employee, then the matter or matters shall be submitted in the procedure, form and manner as provided hereinafter in the Grievance procedure.”

8. **Article VII: Workweek**

Strike the final sentence of Section 1:

~~The building and ground department hours shall be from 7:30 A.M. to 4 P.M. or from 7:00 A.M. to 3:30 P.M. with one hour for lunch as close to the middles of the workday as is practicable.~~

Add the following new Section 3:

Section 3: Call-In Pay. Any employee called in to work by the Employer for any time not consecutive with the employee's regular schedule shall be paid for at least four (4) hours of work, subject to applicable wage and hour laws.

9. **Article VIII: Wages**

Section 1. All bargaining unit employees shall receive the following wage rate increases:

A) Effective June 9, 2018, each employee shall receive an hourly wage rate increase of \$0.575.

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- B) Effective June 9, 2019, each employee shall receive an hourly wage rate increase of \$0.70.
- C) Effective June 9, 2020, each employee shall receive an hourly wage rate increase of \$0.70.
- D) Effective June 9, 2021, each employee shall receive an hourly wage rate increase of \$0.55.

Section 2 is amended to provide same differentials for each listed classification in the agreement effective on June 9th each year.

Section 3. Minimum Wage Rates: The minimum wage rates per job classification shall be as follows*:

	6/9/2018	6/9/2019	6/9/2020	6/9/2021
Utility / Handyperson	\$ 25.0356	\$ 25.7556	\$ 26.4756	\$ 27.0456
Porters	\$ 24.1069	\$ 24.8069	\$ 25.5069	\$ 26.0569
Grounds	\$ 24.5211	\$ 25.2211	\$ 25.9211	\$ 26.4711
Garage Attendant	\$ 24.1569	\$ 24.8569	\$ 25.5569	\$ 26.1069
Public Safety Dispatcher	\$ 24.7800	\$ 25.4800	\$ 26.1800	\$ 26.7300
CDL Drivers (not-Pear Tree)	\$ 24.8536	\$ 25.5536	\$ 26.2536	\$ 26.8036
Pear Tree CDL Drivers	\$ 26.3569	\$ 27.1069	\$ 27.8569	\$ 28.4569
Pear Tree Floormen/Porters	\$ 24.2069	\$ 24.9269	\$ 25.6469	\$ 26.2169

- The minimum wage rates in the above chart include the differentials stated in Section 2 for those classifications of employees identified in Section 2.

10. Article VIII: Vacation Replacement

Amend the first sentence to state:

“A person hired solely for the purpose of relieving employees for vacation shall be paid the greater of 60% of the minimum applicable regular hourly wage rate or the applicable statutory minimum wage rate, whichever is higher, but should not otherwise be subjected to the terms of the Agreement.”

11. Article VIII: Shift Differential

Eliminate last sentence of Section 1 – referencing specific employees who are no longer employed.

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12. **Article IX: Seniority**

Revise Article IX to provide the following:

Section 1. There shall be seniority in lay-off and rehiring. The Employer shall not layoff employees except in accordance with seniority in any job classification; and such laid-off employee or employees shall be reemployed by the Employer in the order of seniority before the Employer shall hire employees from the open market, except that in cases where an employee has been designated as the Shop Steward, such Shop Steward shall have top seniority in his classification. The last person hired shall be the first person laid off.

Section 2. An employee shall continue to accrue seniority during any period that the employee is out on disability injury leave, leave provide by the Employer pursuant to the Family Medical Leave Act, or any other leave allowed by statute for a period not to exceed six (6) months. Notwithstanding the above, when an employee is out on workers compensation he shall continue to accrue seniority for a period of one year. The provisions of this Section will apply unless otherwise required by law.

NEW ARTICLE: JOB POSTING

Section 1. All 32BJ bargaining unit jobs will be posted at Co-op City for a period of ten (10) calendar days. The Employer shall post the job openings at employee time clocks and Union bulletin boards. The Employer shall be permitted to seek job applicants from the general public simultaneously with the 10-calendar day posting period for incumbent employees. Where there shall be a vacancy in a job the Employer shall notify Local 32BJ by faesimile of the job opening and shall post the job opening for ten calendar days internally to Local 32BJ Coop City employees only. Local 32BJ Coop City employees shall have a right of first refusal to these job postings. Such posting shall clearly indicate the nature of the position, whether it is a full-time position, the department and, if applicable, the shift.

Section 2. ~~Section 2. After the ten day period, if no Local 32BJ Coop City employee has applied for the position and/or exercised the employee's right of first refusal, the job shall be posted exclusively for five (5) calendar days on Union bulletin boards throughout Coop City. The parties agree to discuss the specific locations, if any, where additional bulletin boards should be located. Thereafter the Employer may post the job and hire from the open market.~~

~~Section 3. All temporary positions must be posted as such and when said position~~

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~~becomes a permanent position said job opportunity must be posted for a second time as such.~~ In filling vacancies or newly created positions in the bargaining unit, first preference shall be given to bargaining unit employees, then to other employees already employed in the building, then to outside employees. If two or more unit employees apply for and are equally qualified for such job opening, then seniority shall prevail. Any employee denied an available position shall receive, upon the Union's or the employee's request, a written explanation outlining the reason or reasons that he or she was not offered said position

Section 3. Where there shall be a vacancy in a job, the Employer shall notify Local 32BJ by email or facsimile of the job opening.

Section 4. The employee given such promotion in accordance with his ability, job performance and qualifications shall be given at least ninety (90) days to establish and prove his ability and qualifications to fill the job to which he is promoted

13. Article X: Uniforms, Work Clothes, Overalls and Lockers

Section 4. During the working hours, employees must wear the uniform furnished by the Employer including an identification card issued by Riverbay.

Section 5. The Employer shall provide all employees required to wear work boots with an annual reimbursement of \$50.00 \$75.00 stipend for the cost of work boots. Employees may be subject to discipline, up to and including discharge, for not wearing appropriate work boots.

14. Article XI: Vacation

Add the following to Article XI, Section 1.1:

Employees hired on or after June 9, 2018 shall receive the following 4 weeks' vacation after 20 years of employment; 21 days' vacation after 21 years of employment; 22 days' vacation after 22 years of employment; 23 days' vacation after 23 years of employment; 24 days' vacation after 24 years of employment; and 25 days' vacation after 25 years of employment.

15. Article XII: Holidays

Section 1. The employees shall receive the following holidays with pay: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Good Friday, ~~Deceration~~ Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving, Christmas and the Employee's Birthday. Employees who do not work their full scheduled work day before a holiday and their full scheduled work day

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after a holiday shall not receive payment for the holiday. However in the event the employee fails to report for duty due to admission to a hospital, the employee shall not be denied payment for the holiday.

Section 2. In addition to the above each employee shall receive ~~two (2)~~ three (3) personal days per year to use at the employee's discretion. Notice for personal days are per Article XII herein. An employee may substitute his/her birthday for any religious holiday. There shall be a minimum of two (2) men on holidays in each building for the following holidays: Christmas, New Year's and Thanksgiving. If a holiday falls on a Saturday it shall be observed on the preceding Friday or subsequent Monday and if it falls on a Sunday it shall be observed on the following Monday.

Section 2a. In the event that an employee shall be required to work on any of the aforementioned holidays, he shall receive holiday pay plus time ~~double~~ and one-half the regular rate of pay.

16. **Article XIII: Management Rights**

Replace Article XIII with the following:

Section 1. Except to the extent expressly limited by a specific provision of this Agreement, the Employer reserves and retains all rights which existed prior to the execution of this Agreement to manage its business, operation, and the plant, including without limitation, the sole and exclusive rights to manage and direct the workforce and to execute the various duties, functions and responsibilities incident thereto, to determine the services to be provided; to determine work times, hours, and shift schedules; to schedule work assignments; to determine methods, processes and means of job performance; to introduce new or improved methods, equipment or facilities; to change or discontinue existing methods, services, material, or facilities; to make and enforce safety and work rules or regulations not inconsistent with the provisions of this Agreement; to decide the number and location of its employees and facilities; to hire, promote, demote, transfer, suspend, or discharge employees for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to subcontract work, and to exercise such other rights as may be necessary for the proper management of the premises, except where such right has been expressly abridged or limited by a specific provision of this Agreement.

It is understood and agreed that the management rights specified herein, except those rights expressly abridged or limited by a specific provision of this Agreement, may not be impaired or limited by arbitration or an arbitrator, or by any other means except by mutual written agreement of the parties.

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Section 2. The Employer shall not have the right to reduce its workforce except for the following reasons:

- i. A change in the work specifications or work assignment which results in a reduction of work
- ii. Elimination of all or part of the specified work, including but not limited to lack of work
- iii. Vacancies in the building
- iv. Reconstruction of all or part of the building
- v. The tenant performing the work him/herself
- vi. Introduction of technological advances
- vii. Change in the nature or type of occupancy.

If the Employer desires to reduce its work force, it shall give four (4) weeks' written notice to the Union and shall include in such notice the following:

- a. The reason for the reduction, specifying one or more of the reasons set forth above.
- b. The precise work to be eliminated, setting forth the work hours spent on each task to be eliminated and the change in schedules and duties of the remaining employees resulting from the reduction in force.
- c. If the reduction is due to technological advances, the notice shall describe the technological advance, how it will reduce the work, the number of work hours or reduced work and the change in schedules and duties of remaining employees resulting from the reduction in force.

In the event that a reduction in work force is effected and the reason for the reduction ceases to exist, then the Employer shall reinstate the work force that existed prior to the reduction in force, consistent with the rehiring requirements of the Seniority Article.

If the Union grieves or arbitrates a dispute pursuant to this provision, the following shall apply:

- a. The arbitration shall be expedited and in no event shall be scheduled and heard later than seven (7) calendar days after the Union's request for arbitration, provided a panel arbitrator is available.

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- b. The Employer shall affirmatively demonstrate that it has eliminated an amount of work similar to the reduction in worker hours.
- c. The arbitrator shall issue an award within seven (7) calendar days after the close of the hearing. The arbitrator's authority is limited to a determination of whether the Employer has met the requirements and complied with the procedures of this article. ~~whether the Employer has demonstrated that its elimination of work (or reduction in need for the work) correlates to the worker hours reduced.~~
- d. There shall be no adjournments granted without mutual consent.

17. Article XIV: Joint Labor Management Committee

Section 1. The Parties agree to establish what shall be known as the Joint Labor Management Committee. The Committee shall consist of no more than three (3) persons appointed by the Union and three (3) persons appointed by the Employer. The Union members shall be certified to the Employer and the Employer members shall be certified to the Union. The Union or Employer may at each party's sole discretion from time to time include one additional participant in the Labor Management Committee meetings other than the regular three appointed persons allotted to each party, provided that there shall be no additional cost to the Employer and that notice shall be provided to the other party. The Committee shall meet periodically to consider methods of improving work and safety conditions, productivity, address work guide concerns and cost saving procedures and discuss matters which are important to the employees as a group and to the Employer. The Committee shall have the authority to discuss issues which are not subject to the grievance procedure and to help promote better Employer/Employee relations.

18. Article XVI: Union Visitation

Official representatives of the Union who give notice to the Employer's designee shall be permitted to visit each or any of the buildings at any time during the day or night when the building service employees are working in and about the premises, but such representatives are not to interfere with the performance of work.

19. Article XVII: Grievance Procedure

Replace Steps 1 through 4 in Section 1 with the following:

Step 1: A Union delegate or shop steward may discuss the grievance informally with a designee of the Employer at Step 1. The Employer shall give its answer to the Union delegate within ~~five (5)~~ ten (10) working days after the presentation of the grievance at Step 1.

Step 2: If the grievance is not settled at Step 1, the grievance may proceed to Step 2. The grievance shall be reduced to a writing signed by a Union representative. The writing shall be presented to the Employer's grievance department head or designee within 120 days of the existence of the grievance. Should the 120-day time period lapse, the grievance shall be deemed stale and will not be grievable. A grievance so presented at Step 2 shall be answered by the Employer in writing within ten (10) working days after its presentation.

20. Article XVIII: Arbitration

Replace Section 1 as follows:

Section 1. A grievance, as defined in Article XVII, which has not been resolved thereunder may, within five (5) working days after completion of Step 2 of the grievance procedure, be referred for arbitration through the American Arbitration Association (AAA).

Revise Section 2 as follows:

The fees and expenses of ~~arbitration the Industry Arbitrators~~ shall be borne equally by the Parties. An employee who participates in an arbitration during the employee's scheduled work time as a witness or grievant, shall be paid his regular rate of pay for participation, provided the arbitration takes place at Riverbay.

21. Article XXII: Health Insurance Plan

Update contribution rates to the Building Service 32BJ Health Fund for the Suburban Plan as follows:

Effective July 1, 2018:	\$1,433.00 per month per employee (current rate)
Effective January 1, 2019:	\$1,534.00 per month per employee
Effective January 1, 2020:	\$1,589.00 per month per employee
Effective January 1, 2021:	\$1,646.00 per month per employee
Effective January 1, 2022:	93% of the Metropolitan Plan rate

22. Article XXIII: Pension and Retirement Plan

Update contribution rates to the 32BJ North Pension Fund as follows:

Effective July 1, 2018:	\$369.88 per month per eligible employee (current rate)
Effective April 1, 2019:	\$395.77 per month per eligible employee
Effective April 1, 2020:	\$423.47 per month per eligible employee
Effective April 1, 2021:	\$453.11 per month per eligible employee
Effective April 1, 2022:	\$484.83 per month per eligible employee

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23. Article XXIII: Supplemental Retirement Savings Plan

Continue Employer contributions to the Building Service 32BJ Supplemental Retirement and Savings Fund at \$10 per week.

24. Article XXIV: Working Conditions

~~Section 12. The parties shall execute a side letter on the performance of certain plumbing work by members of the bargaining unit, which will provide for removal and installation of toilet bowls in accordance with applicable regulations and safe practices.~~

25. Article XXV: Legal Service Fund

Delete the rate effective June 9, 2014 and continue contributions to the Building Service 32BJ Legal Services Fund at the current rate of \$16.63 per month per employee

26. Add the following new article:

Provisions Applicable to All Funds

1. If the Employer fails to make required reports or payments to the Funds, the Trustees may take necessary action 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, as well as any and all collection expenses including, but not limited to, counsel fees, arbitration costs and fees, court costs, auditor's fees, and interest.

2. 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.

27. Article XXVIII: Term of Agreement

This agreement shall be effective June 9, 2014 2018 and shall continue in effect to June 8, 2018 2022. This Agreement shall be binding upon the agents, servants, representatives, executors, administrator successors, and assignees of the Union and upon the Employer and its agents, servants, representatives, successors and assignees.

28. Exhibit A: Birthday/Personal Day Employee Notification Requirements

		Needs Building	"On Demand" No
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		Supervisor's Pre-Approval	Pre-Approval Required
	Birthday Holiday (1 per year)	If requested with less than 5 days' notice	If requested with more than 5 days' notice
Personal Day (3 per year)	Saturday and Sunday	If requested with less than 3 days' notice.	If requested 3 more days in advance.
	Monday to Friday	If requested less than 24 hours <u>2 days</u> before start of shift.	If requested at least than 24 hours <u>2 days</u> before start of shift.

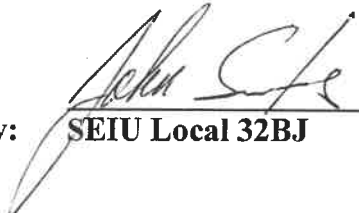
All requests in writing where practical.

29. Exhibit B: Turnkey Operations Rider

The rider shall continue for the duration of this Agreement (see attached).

30. *The parties will cooperate in updating the numbering of Articles, Sections, the Table of Contents, and correcting typographical errors.*

Dated: June 8, 2018

By: 
SEIU Local 32BJ

By: 
Riverbay Corporation

EXHIBIT B

TURNKEY OPERATIONS RIDER

1. The parties agree that the Employer shall have the right to utilize the services of an outside contractor for purposes of performing turnkey operations work (e.g., renovating vacant apartments) so long as no 32BJ unit workers are on layoff or have their hours reduced and that the integrity of the higher wage, skilled job classifications of the unit are not eroded.

2. The Employer agrees to maintain the current level of higher wage, skilled job positions of Utilitypersons, CDL Drivers, Drivers and Dispatchers which is currently at the level of 177 job positions and shall not eliminate or reduce any of these 177 positions during the term of this Agreement.

3. No 32BJ bargaining unit employees shall be laid off during the term of this Agreement nor have their hours reduced due to the Employer's use of an outside contractor under Paragraph 1. In addition, no bargaining unit positions shall be eliminated due to the Employer's use of an outside contractor under Paragraph 1.

4. In consideration for the right to contract out turnkey operations work under the terms of this Rider, the Employer shall make reasonable overtime hours available to the existing 32BJ unit employees working in the Restoration Department as an additional means of accomplishing the demand and need for timely turnkey operations.

~~5. This Rider shall expire at the conclusion of the term of this June 8, 2014 - June 8, 2018 Agreement.~~

5. This Rider shall remain in effect for the duration of this agreement.

Handwritten initials, possibly 'AL', and a circled mark, possibly '10'.