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Title: **Building & Realty Institute of Westchester & the Mid-Hudson Region, Inc. and Service Employees International Union (SEIU), AFL-CIO Local 32BJ (2003)**

K#: **7412**

Employer Name: **Building & Realty Institute of Westchester & the Mid-Hudson Region, Inc.**

Location: **NY Westchester**

Union: **Service Employees International Union (SEIU), AFL-CIO**

Local: **32BJ**

SIC: **6513**

NAICS: **531110**

Sector: **P**

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AGREEMENT

Between

Service Employees International Union,
Local 32BJ, AFL-CIO

and

Building and Realty
Institute of Westchester &
The Mid-Hudson Region,
Inc.

October 1, 2003 - September 30, 2006

29 pages

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AGREEMENT made this 31st day of October 2003 by and between the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ, AFL-CIO, hereinafter called the "UNION" and the BUILDING AND REALTY INSTITUTE OF WESTCHESTER & THE MID-HUDSON REGION, INC., located at 80 Business Park Drive, Suite 309, Armonk, New York 10504, hereinafter called the "ASSOCIATION" or "BRI";

WHEREAS, the Association is composed, consists of, made up of and represents owners, managers, agents and/or operators of apartment buildings, condominiums and cooperative apartment buildings, and other types of structures employing members of the Union (hereinafter collectively referred to as "Employers"); and

WHEREAS, the Union represents a majority of the employees and has been duly designated as their collective bargaining representative; and

WHEREAS, the Parties are desirous of maintaining the prevailing customs of the industry based on their collective bargaining experience; and

WHEREAS, the Parties are desirous of promoting a better understanding between labor and management in this industry, promoting industrial tranquility and harmony for the mutual security and betterment of the owners and employees, and securing to the public the benefits to be derived from such industrial peace; and

WHEREAS, it is the profound desire of the Parties to give and grant added benefits and security to the employees and dependent members of their families; and

WHEREAS, the Association is organized and authorized by its members, hereinafter called "members" or "employers" to collectively bargain with the Union for and on behalf of its present and future members; and exists for such purpose; and

WHEREAS, the Parties hereto mutually agree to cooperate with one another and to further their respective interests; and

WHEREAS, the Union covenants, agrees and undertakes for itself and its members all essential services, and the supervision thereof to safeguard the properties of the Employers who are members of the Association;

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and provisions herein contained, and for other good and valuable consideration, it is agreed as follows:

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FIRST

UNION SHOP

The Employer-Members of the Association shall as hereinafter provided, employ members of the Union to the fullest extent permitted by law, to perform the duties and work of Superintendent, Assistant Superintendent, Janitor, Handyman, Porter, Fireman, Doorman, Elevator Operator and all other persons necessary for the maintenance of the premises and grounds owned by the said Employer-Members of the Association. When used herein the terms employee and service employee shall mean Superintendent, Assistant Superintendent, and all other service employees including, Janitor, Handyman, Porter, Fireman, Doorman, Helper, Elevator Operator, and other job titles heretofore used to describe the duties of service employees.

A. The Association and its members recognize the Union as the sole and exclusive bargaining representative for the purpose of bargaining in respect to rates of pay, wages, hours of employment and all other terms and conditions pertaining to employment of all employees in the aforementioned categories and classifications.

B. The Association and its members recognize the Union as the sole and exclusive bargaining representative for its members and the Association and its members agree not to negotiate individually with any of said members.

C. It shall be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the thirty-first day following the beginning of such employment or the date of execution of this Agreement, whichever is later, become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members.

D. In the event the Union security provision of this Agreement is held to be invalid, unenforceable or of no legal effect generally or with respect to any building because of interpretation or a change of federal or state statute, city ordinance or rule or decision of any government administrative body, agency or subdivision, the permissible Union security clause under such statute, decision or regulation shall be enforceable as a substitute for the Union Security clause provided for herein.

E. New employees hired by the members of the Association, with the exception of the job classification of superintendent, shall be deemed for the first ninety(90)days of their employment to be engaged in a trial period. Those employees hired for the position of superintendent shall be deemed for the first one hundred twenty (120) days of employment to be engaged in a trial period. Employees who have worked less than their respective trial period may be laid off or dismissed during said trial period with or without cause. After the trial period the employees shall be deemed regular employees.

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F. Employees who are promoted shall be subject to an appropriate trial period at that position as set forth in section (e) above. The promoted employees may be returned to their former position with or without cause during the trial period. If the employer deems that the employees are unable to perform at the promoted position, the Employer shall return the employees to their former position with no loss of any rights enjoyed under their former position. In the event an employee promoted to superintendent is returned to his former position during the trial period, the Employer may, if it has hired a replacement, lay off the replacement notwithstanding that such employee may have been employed in excess of his or her trial period.

G. Contributions shall be made by the Employers to the Service Employees 32BJ North Health Fund and the Retirement and Pension, Prepaid Legal and Training School Funds upon the employee's completion of the trial period, retroactively to the employee's date of hire, with the exception of the pension fund payment, which shall be due the first month following completion of the trial period. No contributions shall be made on behalf of an employee who does not complete the trial period.

H. This Agreement shall cover all service employees at each building committed to this Agreement in Westchester, Rockland, Orange, Putnam, Dutchess, and Sullivan Counties.

SECOND

HIRING

In the event an employer needs employees, it shall notify the Union. The Union shall have ten (10) calendar days to refer prospective employees to the employer.. The employer shall preferentially hire graduates of the Training School. If the Union is unable to furnish or supply such additional help, the Employer may hire the workers through any means it deems appropriate. The Employer shall make the final decision as to whom it will employ in either case.

A. The Union shall administer its hiring hall without discrimination.

B. There shall be no discrimination against any employee by reason of race, color, creed, national origin, gender, age or sexual preference.

C. In the event of the employment of a new employee, the Union and the Employer, jointly, may adjust the starting wage rate for such new employee. This adjustment shall not exceed the current contract rate.

D. No employee shall be required to give any security to the Employer for any reason or purpose whatsoever.

E. Seniority shall be a consideration on all vacation selections, layoffs and recalls. Seniority shall be a consideration on transfers, shift changes, promotions and assignments to preferential jobs. Seniority is understood to mean length of service in the building and/or for the same employer. In addition, special consideration shall be given to graduates of the Union's training school, based upon openings.

THIRD

SUBCONTRACTING

The Employer shall be allowed to subcontract bargaining unit work, provided bargaining unit employees will not lose their job, hours, compensation levels, contributions or staffing level.

FOURTH

STAFF REDUCTION

Where an employer wishes to reduce the level of staffing for any reason, the following procedure and rules shall apply:

A. The Employer-member shall give written notice to the Union thirty (30) days in advance of any contemplated staff reduction notifying the Union of the intent to reduce staff.

B. The Employer and the Union shall meet as soon as possible to discuss the Employer's proposed staff reduction. If the parties agree on a staff level, they shall fix such terms and conditions as shall be fair, just and equitable.

C. If the parties cannot agree, the matter shall be referred to arbitration on a priority basis. The parties agree to have the arbitration within twenty (20) days if the matter can be scheduled by the arbitrator. The arbitration shall be conducted in accordance with the terms and conditions of this Agreement.

D. The arbitrator shall note that it is a reduction of the required work or the economics which serve as the basis for the staff reduction.

FIFTH

SICK LEAVE/PERSONAL LEAVE

The Employer agrees that all full-time and regular part-time employees shall be allowed ten (10) sick/personal days with pay, each

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calendar year. For employees hired on or after September 15, 2000, an employee shall be allowed a maximum of five (5) days sick/personal leave during the first year of employment. Sick days may be prorated during the first calendar year of employment. The Employer must approve the use of two (2) or more consecutive personal days, which shall not be unreasonably withheld.

A. After the completion of the first calendar year's employment, the employee shall be allowed ten (10) days sick/personal leave in each succeeding calendar year.

B. Where possible in the event of illness or disability in excess of ten (10) days of any of the employees in any classification, the work shall be covered and divided, without additional compensation, by other competent employees, members of the Union, who shall attend the duties of such sick or disabled employees. When so covered and divided, there shall be no deduction made from the wages of such sick or disabled employee except that in no event shall such period in excess of the ten (10) days exceed thirty (30) days. In the event of illness or disability after the thirty (30) days, the Employer may hire temporary additional employees for substitution of an existing sick or disabled employee in the manner provided in Subdivision "F".

C. In the event that the employees do not use or take any of the ten (10) days sick/personal leave herein provided during each calendar year, such employees shall receive on or before the 1st day of October of that calendar year, an amount in cash equal to the wages due for those days not utilized by the employees as sick/personal leave.

D. Employees shall call into the Employer prior to the scheduled start of their workday giving the Employer notification that they will be unable to work due to illness.

E. An employee shall be entitled to one-half (1/2) day off per year with pay for the sole purpose of visiting a medical facility. If unused, it shall not be accumulated.

F. Employees unable to perform their jobs because of illness, injury or disability shall retain their seniority for 150 days, except for superintendents who shall retain their seniority for 120 days. The only payment required of the Employer for employees unable to perform their duty because of illness, injury or disability shall be payment of the Pension and Welfare fringe benefits fund for not more than 150 days or 120 days for superintendents, except that the Employer is not required to make contributions to the Welfare fringe benefit fund if such fund provides coverage for such employees without requiring Employer contributions.

The parties agree that the Employer shall not be required to pay fund contributions for temporary or fill-in employees, provided that the Employer continues to make such contributions on behalf of the employee on leave, disability, or workers' compensation whose

position is covered by the temporary or fill-in employee. Nor shall the Employer be required to pay contributions for seasonal or short-term project employees.

G. Employees shall be entitled to three (3) paid days leave due to the birth or adoption of a child. A birth or adoption certificate shall be provided upon the Employer's request.

SUBSTANCE ABUSE

The Employer may require the employee to submit to testing for the presence of illegal substances or alcohol, if in its judgment it has reasonable cause to believe that an employee is using alcohol and/or illicit drugs.

Only "state of the art" testing through a urine sample may be used to conduct such tests, using "state of the art" custody procedures for such specimens. The Employer and the Union shall decide on a laboratory to be used for analysis of samples.

An employee found to have his work performance impaired through the use of alcohol or to have ingested illegal drugs, or to have abused a lawfully possessed controlled substance shall be subject to discipline, up to and including discharge.

Should the test results not show impairment by alcohol abuse and/or the presence of illicit drugs. the Employer agrees to pay the employee lost wages and all other benefits lost as a result of the time lost in completing the testing procedure.

The employee's personnel records shall contain no reference to such physical examination and/or tests.

If the employee refuses to submit to such tests as above described or follow the recommended treatment plan, such employee shall be subject to Disciplinary Action up to and including discharge. Any employee who is a second time offender, or is involved in distributing any controlled substances shall not be entitled to the benefits described above and will be subject to disciplinary action. The Employer will exercise reasonable precaution to preserve the confidentiality of the fact of any such testing and any records of such testing: i.e., only those employees of the Employer who have a need to know such facts or records will have access thereto. The results of the test will be used only for. the monitoring of controlled substances of employees.

If an employee approaches his/her employer, before being caught, and admits to a problem with alcohol or substance abuse, such employee shall not be subject to discipline provided the employee attends a drug/alcohol rehabilitation center.

SIXTH

ARBITRATION, DISCIPLINE, DISCHARGE, & EVICTION

A. Arbitration

1. Any dispute, controversy or grievance arising under the Agreement between the parties or between any Employer or Employer-member of the Association and the Union or any of its members shall first be submitted in writing by the party claiming to be aggrieved to the other within 45 days for discharges or suspensions and 120 days for other grievances except for fund delinquencies. Fund delinquencies must be brought within 6 years of their occurrence.

a. Step 1 - Within ten (10) days of notice of the grievance the business representative of the Union and the Employer, or its representative, shall meet to discuss a resolution of the grievance. If no agreement is reached at this step, the parties may simultaneously proceed to step 2 and step 3.

b. Step 2 - The parties shall make their best efforts to schedule meetings on the first Tuesday of each month between representatives of the BRI and the Union, for the purpose of discussing resolutions of grievances that have not been resolved at step 1. Nothing herein shall preclude either party from submitting a grievance that has not been resolved at step 1 to arbitration under step 3.

c. Step 3 - Either party may within thirty (30) days of step 1 submit the grievance to a contract arbitrator who shall be appointed from a rotating panel of arbitrators agreed to by the Union and the BRI. The Arbitrators shall be Bernard Young, Amy Itzla, Ron Betso, and Martin Ellenberg. The Union shall, to the extent practicable, provide an expeditious process for administering arbitrations, including for rotation of appointments among the panel of arbitrators, and shall provide quarterly information on said rotation to the BRI. The arbitrator shall be empowered to hear the dispute and make a final decision therein, binding upon the parties, in accordance with the laws of New York State. Successor or additional arbitrators shall be appointed by mutual agreement of the Union and the BRI. In the event of the removal, death or resignation of an arbitrator, a successor or temporary substitute shall be chosen by the Union and the BRI.

2. Failure to follow these time limits shall be deemed a waiver of the grievance.

3. No more than one adjournment per party shall be granted by the arbitrator without consent of the opposing party. In the event of a default by any of the parties hereto in appearing before the designated arbitrator, after written notice, the arbitrator is hereby authorized to render a decision upon the testimony of the party appearing. The parties waive the provision of Section 7506(a) of the Civil Practice Law and Rules. The Employer or the Union shall bear any expense caused by its nonappearance at one or more scheduled

arbitration hearings, as long as sufficient and adequate notice has been served on them.

4. Subdivision (d) of Paragraph Fourth is a part hereof as if fully set forth herein.

5. An employee shall not be penalized or discriminated against for attending, when required, arbitrations, hearings or other matters pursuant to the Union constitution. Any grievant attending grievance meetings or arbitrations shall be paid their regularly scheduled hours during such attendance. When such need for the employee's attendance ends, the employee shall return to complete his/her regularly scheduled work day.

B. Discipline, Discharge & Eviction

1. No employee who has completed his trial period shall be discharged, dispossessed or evicted without good and just cause, and then only in compliance with this paragraph.

2. In the event of a discharge, the Employer shall give notice in writing in accordance with his expressed intent that the services of an employee are not desirable setting forth the reasons.

3. The Employer waives its rights under Section 713 of the Real Property Actions and Proceedings Law of New York insofar as it shall apply to Superintendents, Janitors or other persons occupying or possessing premises as part of their compensation or remuneration for or incidental to their employment until the issue of good and just cause has been decided. The Employer shall not remove from the premises any of the personal belongings of the said employee, until the issue of good and just cause has been determined by arbitration as herein provided. This provision, however, may be waived by the Union.

4. Should the arbitrator find that the employee was discharged for good and just cause, the arbitrator may in his discretion extend the employee's time to vacate for a period not to exceed thirty (30) days from the receipt of the award by the Union and the Employee.

5. The Union agrees to request the employee to vacate the premises within the time fixed by the arbitrator.

6. If an employee fails to vacate his/her apartment within 30 days after his/her discharge or, in the case of a disputed discharge, 30 days from an arbitrator's award sustaining such discharge, $500.00 per month may be deducted from any final compensation due the employee. The payment of the $500.00 shall not be deemed to create a landlord-tenant relationship but rather shall be deemed part of the determination of the final amount owed to the employee.

7. No employee shall be discharged, evicted or laid off, nor his employment in any other manner terminated, by the Employer by reason of the hiring or employing of any partner of the Employer, any shareholder, stockholder, officer or director of the corporate

Employer, or any member of the family or any individual Employer or of any partnership Employer, co-owner or member of a family of a partner, shareholder, stockholder, officer or director of any corporate Employer.

8. In the event a terminated employee is reinstated pursuant to an arbitrator's award or a settlement between the Union and the Employer, the Employer may, upon reinstating the discharged employee, lay off the replacement employee notwithstanding that he or she may have been employed in excess of his or her trial period.

SEVENTH

SEVERANCE PAY

The Arbitrator in making an award shall determine whether such discharge is for just cause in which event it is the intention of the parties that no severance pay shall be paid. However, anything to the contrary notwithstanding severance pay may be awarded in the determination of the Arbitrator, where the equities or best interests of the respective parties may so require. Where so awarded, severance pay shall not exceed the rate of two (2) weeks pay for each year of service up to a maximum of ten (10) weeks.

A. Severance pay if any, shall be scaled according to length of service at a rate of two (2) weeks for each year of service and not to exceed ten (10) weeks.

B. Retirement and Disability Appreciation Payment. If an employee shall retire from the Union or becomes permanently disabled and, at the time of such retirement or disability, such employee has been employed by the same employer for at least twelve (12) years the employee shall receive a lump-sum payment of ten (10) weeks' pay in appreciation of the employee's service.

EIGHTH

MOVING EXPENSES

All employees occupying living quarters as part of or incident to their employment, shall receive moving expenses of Five Hundred ($500.00)Dollars. The Union may require the deposit of said moving expenses with it before the employee vacates the premises, when and if discharged or required to move by the Employer.

NINTH

WORK WEEK

The work week for all employees in each of the job classification shall consist of forty (40) hours equally distributed over five (5) consecutive days of eight (8) hours of work each day, plus one hour for an eating period as close to the middle of the work day as practicable, all of which are consecutive. The prior better conditions clause shall not apply to this clause. At the time of hiring, the Employer may establish the work week within the above parameters.

A. The work day for the Superintendent shall be eight (8) hours of work per day within sixteen (16) hours.

B. A worker who regularly works twenty (20) hours or less per week is not entitled to any fringe benefits afforded employees pursuant to this contract.

C. A Superintendent shall be available for all emergencies before commencement or after the end of the work day, except on the employee's day off.

D. The Employer may require an employee to carry a beeper and answer those pages sent by the management or emergency service for twenty-four (24) hours a day during his/her work week with no additional pay. The employee is responsible for the pager. Those non-resident employees required to return to the building shall be paid a minimum of four (4) hours pay. The employee shall be required to respond only to the employer and/or management. The employee and the employer/managing agent shall meet as soon as possible to determine a code to be used between them.

E. With regard to new hires, the Employer shall have the right to establish seven day coverage.

F. An employee who is required by his Employer to work on the sixth consecutive day of the work week and/or the seventh consecutive day of the work week shall receive time and one-half (1 1/2) the regular rate for the hours performed on the sixth day and double time for the hours of work performed on the seventh day.

G. All work performed by the employees other than the Superintendent after or in excess of eight (8) hours work a day, shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay.

H. Any non-resident employee called to work for emergency work shall receive pay at the regular rate from the employee's residence to the Employer's premises, then at the overtime rate during the performance of such emergency work, then at the regular rate from the Employer's premises to the employee's residence, provided such

emergency work is performed at a time not contiguous to such non-resident employee's normal work shift.

TENTH

WAGES

The following wage increases shall be implemented during the life of the collective bargaining agreement and applied to the wage addenda applicable to each building:

A. Effective October 1, 2003, employees working for a member of the Association shall receive an increase of twenty-five ($25.00) per week, per employee.

B. Effective October 1, 2004, employees working for a member of the Association shall receive an increase of fifteen ($15.00) per week, per employee.

C. Effective October 1, 2005, employees working for a member of the Association shall receive an increase of ten ($10.00) per week.

D. Each Employer-member of the Association shall execute by separate acceptance, an assumption document setting forth the acceptance of this MASTER AGREEMENT: shall agree therein to the rate and scale of wages in each category and classification of work to be performed by such employee in accordance with the terms hereof; shall set forth their agreement to comply with all of the other terms and conditions of this Agreement, and shall deliver a copy thereof executed by the real and true owner of the premises of his, her, their or its duly authorized representative or agent to the Association and the Union.

E. The employees shall be paid weekly the rate of wages set forth in the acceptance and assumption document signed by the Employer-member of the Association.

F. Employees who occupy premises as part of their compensation or as an incident thereto, shall receive without charge, gas, electric, and telephone facilities (except for long distance calls) where now provided, which shall be a reasonable amount according to usage for residential purposes.

G. Any non-resident employee in a building employing more than one man who is required to pay double fares in each direction on a public transit system in going to and from his place of employment shall be entitled to receive transportation expenses from his Employer. Such expenses shall not exceed $12.50 per week. If fare increases occur, an appropriate increment shall be added to the existing sum.

H. The Employer shall, in compliance with the law, provide suitable and habitable living quarters for the employees where such employees live on the premises. A newly-hired employee, intended to be a resident employee, shall be provided living quarters comparable in location and habitability to the original building designation.

I. Where a helper, porter or handyman now occupy legal living quarters as an incident to their employment, he/she shall be given an apartment in accordance with the original building designation. In the event that such living quarters shall be condemned by any City, County of State Government authorities or department thereof, the wages of such employees shall be increased to the extent of the added cost of living off the premises. In the event that there shall be any dispute concerning the additional amount to be paid, such dispute shall be submitted to arbitration in the form and manner herein provided.

J. The employee shall perform the duties to which he shall be assigned according to this job classification, except in case of emergencies.

K. If the employee does work not within the purview of the regular duties, he shall receive extra compensation. Any employee called in after hours, on vacation or for an emergency shall receive a minimum of four (4) hours show-up pay. If the employee is called in during his vacation or on a holiday he shall be paid appropriate overtime.

L. Any employee in a building having more than two (2) of the classifications heretofore referred to, who prior to the execution of this Agreement was hired to do work in any specific classification but has since been doing work that would bring him into another job classification paying a higher wage, shall be reclassified and the higher wage shall be fixed accordingly.

M. An employee shall not have the employee's hours reduced in order to effect a reduction in pay.

N. All wages shall be paid in accordance with law. An Employer shall pay damages for dishonered checks subject to the following schedule: First infraction- 5% of check amount, second infraction- 10% of check amount, third infraction and thereafter- 15% of check amount. The Employer is also responsible for all charges the employee's bank may charge him/her for dishonered check fees. If a regular payday falls on a holiday the Employees shall be paid on the preceeding day.

O. In the event that the Employer defaults in the payment of wages, vacation money, holiday pay, and should said default continue for ten (10) days, the Union shall have the right to declare such default a violation of this contract and commence arbitration proceedings. In the event also that an award is made in favor of the employee and the Employer fails, omits or refuses to pay the amount awarded within ten (10) days of the issuance the Union shall have a

JY

right to commence court action against the Employer to recover the monies awarded to the employee.

ELEVENTH

WORKING TOOLS, APPARATUS & APPLIANCES UNIFORMS, WORK CLOTHES, OVERALLS & LOCKERS

All employees shall be furnished and supplied with reasonable, adequate. basic necessary, and requisite working tools to perform their duties, when none are possessed or owned by or available to the employee. All such tools and related equipment shall be treated properly as Employer's property and shall be maintained by the employees in accordance with proper procedures and manufacturer's recommendations. There shall also be made available to the employees sufficient and adequate cans or receptacles for the handling of refuse, garbage, waste and ashes, as required by law and the rules and regulations of the Police, Department of Sanitation, Department of Housing and Building. The Employer shall be required to supply adequate and proper supplies to allow the employees to perform efficiently and properly their work and duties. The Employer shall pay any outside expenses for the maintenance of tools and equipment.

The Employer shall supply to employees:

A. Not occupying living quarters, a suitable clothes locker or closet.

B. The present custom now prevailing in each building as to uniforms and the cleaning and maintenance thereof, shall be continued during the life of this agreement.

C. Any apartment occupied by an employee shall be painted every three (3) years by the Employer and at the Employer's expense, if so requested by the employee. The Employer is to supply the material, the Employee is to perform the painting on his/her own time.

TWELFTH

VACATION

The employees shall receive vacations with pay in advance during any month of the year as follows:

A. Employees who have worked in the building six (6) months shall receive three (3) days.

B. Employees who have worked in the building eight (8) months shall receive four (4) days.

C. Employees who have worked in the building ten (10) months to one (2) year shall receive one (1) week.

D. Employees who have worked in the building two (2) years or more shall receive two (2) weeks.

E. Employees who have been employed in the building for a period of four (4) years shall receive three (3) weeks.

F. Employees who have been employed in the building for a period of ten (10) years shall receive four (4) weeks.

G. Employees who have been employed in the building for a period of twenty (20) years shall receive five (5) weeks.

H. The employee shall not lose any of his vacation pay when he is transferred by this Employer to another building in which the Employer is directly or indirectly interested as owner, partner, stockholder or in any other manner.

I. If the requisite end of the period of employment shall terminate after January 1, the employee shall receive such vacation pay pro-rated.

J. Employees shall give the Employer 45 days written notice of vacation time to be taken, except in an emergency situation in which the employee may take up to two (2) weeks of his/her vacation time with less than 45 days notice. The time at which an employee takes a vacation shall be subject to the employer's approval, which approval shall not be unreasonably withheld. All employees (as of 10/11/00) are grandfathered at their current level of vacation, all others are limited to a maximum of 3 consecutive weeks.

K. All employees shall receive their vacation pay in the payroll period prior to the commencement of their vacation period.

L. Any Employer who fails to pay vacation pay prior to the agreed upon scheduled vacation, unless otherwise requested by the employee, shall pay an additional two (2) days of pay. Scheduled vacation shall be defined as that agreed to by Employer and employee at least forty-five (45) days in advance in writing.

THIRTEENTH

HOLIDAYS

The employees shall receive the following holidays with pay:

New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas Day, the employee's birthday, and one additional day off to be chosen by the employee with appropriate notice to the Employer.

A. In the event that the employee shall be required to work on any of the aforementioned holidays the employee shall receive an additional day's pay.

B. In the event that a holiday falls on an employee's day off, the employee shall receive an additional day's pay.

C. In the event that a holiday occurs during the vacation period of an employee, the employee shall receive an additional day off with pay.

FOURTEENTH

PRIOR BETTER WORKING CONDITIONS
& DUTIES OF THE EMPLOYEES

It is understood and agreed that this Agreement shall not in any way alter, change, modify or deprive any of the employees' conditions that they are now enjoying or working under which are better than those specified in the Agreement. The employees shall continue to receive such better conditions during the life of this Agreement. Such conditions include and cover wages, hours, bonuses, vacations, holidays, privileges and such other benefits as any employee now enjoys or prior to the signing of this Agreement enjoyed. If a bonus is a one-time bonus, the same shall not be considered a prior better condition. As to new hires, in order to qualify as a prior better working condition, it must be knowingly or be implicitly understood to be established by the Employer, Employer's representative or agent with the intent that it apply to the employee(s). Such prior better working conditions and duties shall not survive the employment of the employee(s) for whom it was established.

A. An Employer may request a meeting with the Union to discuss increases in work responsibilities or the resumption of work duties which were previously discontinued and which management seeks to resume.

B. Disputes arising under the above paragraphs shall be resolved through arbitration.

C. The work week shall not be deemed to be a prior better condition and the work week shall consist of eight (8) hours of work each day plus one (1) hour for lunch for all full-time employees, that is, those employees who are not part-time.

D. The employees are responsible for those duties listed in the work rules and the requirement that the employees perform these duties are not subject to this provision.

FIFTEENTH

A. EMPLOYER RESPONSIBILITY

That the persons, firms and corporations now members of the Association or who shall become members subsequent to the date of the execution of this Agreement shall be and continue to remain liable hereunder for and during the term hereof, irrespective of whether said member shall cease to be a member of the Association prior to the date set forth for the expiration of this Agreement and such liability shall be deemed to have survived the termination of such membership and shall continue for and during the full term thereof.

A. Each member of the Association shall receive a copy of this Agreement and shall designate by separate instrument its acceptance of this Agreement and shall also set forth therein the wages to be paid to each employee in each classification and deliver a copy thereof to the Union.

B. Members of the Association who fail to sign and send to the Union acceptance of this Agreement shall not be entitled to the benefits of this Agreement.

C. The Association shall inform the Union of the admission of new members in the Association within two weeks of such membership in accordance with separate agreement as to policy.

D. That the Association shall immediately inform the Union by registered mail the names of persons, corporations and partnerships, who have ceased to be a member thereof. The Union at its option may treat said Employer as if it never was a member of the Association and negotiate a new agreement, or consider said Employer bound by the terms and conditions of the collective bargaining agreement as it was prior to its termination of membership in the Association.

E. The Employer shall indemnify any employee where such employee is served a summons regarding building violations, except in cases of repeated or willful violations. Upon request of the Employer, such employee shall be required to attend any hearings, trials or conferences regarding such summonses. Such summons must be presented to the employer within two (2) days of receipt by the employee.

B. SHOP CHAIRMAN

The Union may appoint one of the building service employees in the building as Shop Steward. The Shop Steward shall enjoy Super-Seniority where applicable.

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C. UNION VISITATION

Official representatives of the Union 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.

D. STRIKES AND LOCKOUTS

There shall be no strikes or lockouts during the life of this agreement.

E. INDIVIDUAL AGREEMENTS

Members of the Association shall not enter into any agreement oral or written, with any member of the Union employed as a building service employee and any such agreement shall be null and void. This collective bargaining agreement will supersede any and all prior agreements made between the Employer and any of the employees, except as to any prior better conditions that existed or prevailed prior to this agreement.

F. SALE OR TRANSFER

In the event that any member of the Association sells or transfers title and/or management to any of his or its premises so owned, maintained, controlled, managed and/or operated as aforesaid to any other individual, partnership and/or corporation in which he, she, they or it or any person directly or indirectly associated with them in their realty business or by family relationship, the said Employer shall not be relieved of any responsibility under the terms and conditions of this Agreement until the expiration hereof.

A. The Employer shall notify any purchaser of all the terms, conditions, provisions and covenants of this Agreement and in the event of failure to do so, shall be obligated to the Union and the employees for any damage or loss sustained by reason of the failure to do so.

B. If the Union and the new owner were so notified and the sale or transfer is bona fide, the seller shall be relieved of all responsibility under this contract except as to the accumulated benefits up to the date of such sale or transfer.

C. At any time during the terms of this Agreement where the ownership of a member building is transferred, the new owner may within thirty (30) days after the date of acquisition of title adopt this Agreement at the same wages, salaries and working conditions and shall be subject to the other terms, conditions and provisions of this agreement that existed in covering the building prior to the transfer thereof.

G. CONSCRIPTION

In the event of conscription or enlistment in the Armed Forces of the United States, the Employer agrees to re-employ any and all Union members upon their release at the salary or wage he would have received in the absence of such conscription or enlistment without the diminution of rights, privileges or benefits enjoyed by the employees at the time of their departure. Such employees shall receive the benefits of any improvements in working conditions effective at the time of their return.

H. INSURANCE FUND

There has been established a proper and effective insurance fund which contains provisions for the benefit of disabled, sick and injured employees and their dependents, and which provides for hospitalization, medical care, death benefits and such other incidental benefits as may be obtainable or procurable from any insurance group plan and/or insurance company. Some of the said funds will be used to purchase "Major Medical" benefits for the employees.

A. The Employer hereby agrees to contribute monthly, on or about the 10th day of each month, commencing the 1st day of October 2003 the sum of $400.00 per month per employee to the Service Employees 32BJ North Health Fund to be used by the said Fund for the sole benefit of the said workers employed by the said Employer for the purchase, obtainment and/or maintenance of group insurance to cover such items or insurable benefits, which, may, or can be issued by, and obtained from insurance companies and/or insurance groups to cover such other forms of health, hospitalization, surgical and other benefits as the said Fund may and/or can provide.

1. The collective bargaining parties shall jointly request the Trustees of the Service Employees 32BJ North Health Fund ("North Fund") to request the current actuary to the North Fund to provide the parties and to the Trustees an actuarial estimate of the cost, effective October 1, 2004 and for the duration of this Agreement, of providing to employees of participating BRI members through the North Fund the Building Service 32B-J Suburban Health Fund plan of benefits provided by the Building Service Health Fund .

2. The Employer shall agree to make contributions equal to the actuarial estimate determined in paragraph 1 to the North Fund, provided that the Trustees of the North Fund establish such a plan of benefits, effective no later than October 1, 2004. The Union agrees to request its Trustees to support the establishment of such a plan of benefits.

3. In the event that the actuarial cost of establishing said plan of benefits through the Building Service Health Fund is lower than through the North Fund, the BRI may elect, prior to February 29, 2004, to make contributions to the Building Service Health Fund for the Suburban plan of benefits. In the event the

BRI elects to contribute to the Building Service Health Fund effective October 1, 2004, the Union agrees to support the appointment of a BRI Trustee on that Fund.

4. In the event that the Trustees of the North Fund do not establish such a plan of benefits by October 1, 2004, the Employer-members shall make contributions to the Building Service Health Fund for the Suburban plan of benefits, under its rules and regulations, as follows: For the period October 1, 2004 through June 30, 2005, the Employer shall contribute $522.33 per month for each regular employee employed in excess of 20 hours per week. For the period July 1, 2005 through September 30, 2006, the Employer shall contribute $585.33 per month for each regular employee employed in excess of 20 hours per week. New employees shall have a waiting period of three months before becoming eligible to be participants in the Building Service Health Fund and no contributions shall be made on behalf of such employees over the three months period, notwithstanding any provisions to the contrary elsewhere in this Agreement.

5. The Union agrees to request its Trustees to support the appointment of a BRI Trustee on the North Fund, to the extent the BRI continues to contribute to that Fund, and to request its Trustees to support the appointment of a BRI Trustee on the other 32BJ North benefit funds to which BRI member employers pay contributions.

6. The Union agrees to support a request that the BRI's actuary be provided all relevant information from the North Fund's actuary with respect to required contribution levels and the overall financial position of the North Fund to support the Suburban plan of benefits. The determination of contribution levels shall be completed by January 30, 2004.

B. It is understood that the funds will be held and managed under the terms and provisions of an Agreement and Declaration of Trust now existing and amendments duly made thereto. It is further understood and agreed that the Employer shall be under no obligation as to the application of the monies paid to the Fund for the purchase and uses above mentioned; but the Insurance Fund, nevertheless, agrees to render reports at regular intervals to the Association respecting applications of the money received and benefits paid.

C. The Association and the Employers agree to make available to the Insurance Fund any and all records of employees hired, classification of employees hired, names, social security numbers and accounts of wages paid, that the Insurance Fund may require in connection with the sound and efficient operation of the Insurance Fund, or that may be required by the Insurance companies covering the employees.

D. In the event of a layoff, discharge or if an employee quits, the Employer is liable for contributions to the above employee benefit fund until the employee benefit fund is notified, via fax

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communication or regular mail, to the contributions fund supervisor. The fund shall send confirmation of such receipt by certified mail to the sender within seven (7) days of receipt.

I. RETIREMENT AND PENSION FUND

The Parties hereto agree to maintain the Service Employees 32BJ North Pension Fund, hereinafter called the Retirement and Pension Fund, which provides such pension and retirement benefits as were and shall be agreed upon and maintained by the Trustees of the Fund created under the terms and provisions of an Agreement and Declaration of Trust now existing, and amendments duly made thereto. Each and every Employer-member of the Association agrees to contribute as of the 1st day of October, 2003 and monthly thereafter the sum of $160.00 per month for each employee. Such amount shall be paid regardless of whether the employee is a member of the Union, and such amount shall be applied solely for the payment of benefits administration of the Retirement and Pension Fund and for its continued maintenance.

J. PREPAID LEGAL FUND

Effective October 1, 2003 and monthly thereafter the Employer shall contribute on or before the 10th of each month, the sum of $10.00 per month per employee to the Service Employees 32BJ North Legal Services Fund. The purpose of this fund is to provide legal counsel to represent employees in certain legal matters. The fund will be held and managed pursuant to the terms and provisions of an Agreement and Declaration of Trust now existing, as may be amended.

K. TRAINING SCHOOL FUND

Effective October 1, 2003 and each month thereafter the Employer shall contribute the sum of $13.00 per month per employee regardless of whether the employee is a member of the Union to the Service Employees 32BJ North Training Fund. The purpose of this fund is to provide a suitable training program for employees with respect to all necessary job skills and responsibilities. Such program shall include suitable training of all employees in communications skills and shall include suitable training so that all employees achieve an acceptable reading, writing and speaking level in standard American English. The parties agree to work together to establish a training school location in Westchester County.

L. SUPPLEMENTAL RETIREMENT AND SAVINGS FUND

Effective October 1, 2004, the employer shall contribute $5.00 per week per employee to the Supplemental Retirement and Savings Fund (SRSP), under the rules and regulations of that Fund, for each regular employee employed in excess of 20 hours per week. Effective October 1, 2005, the contribution shall be $10.00 per week for each regular employee employed in excess of 20 hours per week.

Employee contributions to the SRSP may commence January 1, 2004.

M. CHECK-OFF

It is mutually agreed that the Employer, when authorized in writing by employees as provided by applicable law, will withhold from wages of employees, their Union Dues and Initiation Fees and political action fund contributions. The Union will furnish to the Employer the necessary authorization forms.

The Employer agrees to notify the Union each month of its termination of any employees and to furnish the date of hire, along with the Employee's addresses for all newly-hired employees.

If the Employer deducts and fails to remit to the Union the dues and other monies in accordance with this section by the last day of the month, the Employer shall pay interest on such dues at the rate of one percent per month beginning on the first day of the following month, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.

N. REMITTANCE OF PAYMENTS

It is agreed that all monies due the Union, Insurance Fund, Retirement and Pension Fund, Pre-paid Legal Fund and Training School Fund will be remitted by the Employer by the fifteenth of the month following their appropriate collection date. The Union agrees to allow a fifteen day grace period to cover the Employer's emergencies or other contingencies in remitting payments. However, in the event that the Employer wilfully and/or repeatedly fails to remit monies as required by this agreement or before the end of the grace period the Employer, in addition to the amount due, shall pay as liquidated damages to the appropriate account (the Union, Insurance Fund, Retirement and Pension Fund, Pre-paid Legal Fund and/or Training School Fund) a sum equal to five percent (5%) of the delinquency.

In the event the Employer fails to remit the amount referred above thirty (30) days following their appropriate collection date, the Employer, in addition to the amount due, shall pay as liquidated damages to the appropriate account (the Union, Insurance Fund, Retirement and Pension Fund, Pre-paid Legal Fund and/or Training School Fund) a sum equal to ten percent (10%) of the delinquency.

Should the Employer fail to remit this sum sixty (60) days following their appropriate collection date, the Employer, in addition to the amount due, shall pay as liquidated damages to the appropriate account (the Union, Insurance Fund, Retirement and Pension Fund, Pre-paid Legal Fund and/or Training School Fund) a sum equal to fifteen percent (15%) of the delinquency and any attorneys' fees incurred in the collection of the delinquent contributions.

The Union, after meeting with and recommendation from, the actuaries, fund attorneys and trustees, shall be permitted to reallocate the foregoing contributions or any portion thereof among

one or more of the foregoing funds, on a prospective basis only, upon notification and consent of the association. This allocation shall be limited to one (1) time in any twelve (12) month period.

O. SICKNESS AND DISABILITY

The Employer, at its own cost, agrees to provide and procure insurance coverage for Statutory Loss of Time Benefits for all its employees pursuant to the Disability Benefits Law of the State of New York. The cost of the coverage shall not be deducted from the wages of the employees.

P. JOINT INDUSTRY ADVANCEMENT FUND

Each Employer in contractual relationship with the Union agrees to pay to the Joint Industry Advancement Fund (JIAF) an amount equal to six dollars ($6.00) per month for all employees governed by this collective bargaining agreement. The Building and Realty Institute has established a Joint Industry Advancement Fund in accordance with Section 501(c)(6) of the Internal Revenue Code. The purpose of the fund is to meet all the costs of the Institute incurred in carrying on its normal business and activities, and may include, but shall not be limited to, the following:

A. Improving communications between representatives of labor and management,

B. Providing a mechanism to improve the collective bargaining relationship between the parties with respect to matters of mutual concern, including mediation and arbitration;

C. Studying and exploring ways of eliminating potential problems which inhibit the development and economic health of cooperative apartment shareholders, condominium boards and rental apartments:

D. Providing educational programs to promote the cooperative and condom4nium ownership and the realty industry:

E. Engaging in research and development programs concerning various aspects of the industry, including, but not limited to, occupational safety and health, group insurance programs, labor relations, waste recycling, and new methods of improved building maintenance;

F. Engaging in any other lawful activities incidental or related to the accomplishment of these purposes and goals:

G. Making contributions directly to charitable organizations or business leagues or appropriate trade and professional associations.

Along with the monthly remittance statement the Union sends to the Employer for contributions to the Insurance, Retirement and

Pension, Prepaid Legal and Training School Funds; the Union will include a statement indicating the Employer shall pay six dollars ($6.00) per employee, per month to the JIAF. The Employer, however, shall remit its JIAF payments directly to the Association (BRI of Westchester), 80 Business Park Drive, Suite 309, Armonk, New York 10504.

Q. MOST FAVORED NATIONS

1. In the event that the Union enters into renewal contracts with any employer(s) covering apartment buildings in Westchester, Rockland, Orange, Putnam, Dutchess or Sullivan counties which by September 30, 2006 contain economic terms with respect to (i) health, pension, training, and legal service benefits, (ii) sick leave, vacation, and severance, disability, retirement and appreciation allowances, or (iii) increases in wages and SRSP contributions that are more favorable than those contained in this Agreement, then the BRI and its Employer-Members covered by this Agreement shall be entitled to have the benefit of such more favorable terms, upon notification to the Union.

Sick leave, vacation, and severance, disability, retirement, and appreciation allowances agreed to by the Union which begin but not necessarily complete a phase-in of the allowances provided under this Agreement by September 30, 2006 shall not be construed as being "more favorable" within the meaning of this Article. Where there is a phase-in of such allowances, increases in wages and SRSP contributions in amounts less than provided under this Agreement shall not be construed as "more favorable."

2. In the event that the Union enters into renewal contracts with any employer(s) covered by the agreement between the Union and the BRI and employer members that expired on September 30, 2003 which contain economic terms or other conditions that are more favorable to such employer(s) than the terms contained in this Agreement, then the BRI and its Employer-Members covered by this Agreement shall be entitled to have the benefit of such more favorable terms, upon notification to the Union.

3. This Article shall not apply to newly organized buildings during their first contract period, buildings in bankruptcy, buildings in receivership, and up to 20 hardship buildings.

R. JURY DUTY

Employees who are involuntarily called to Jury Duty shall receive the difference between their wages and their jury pay during said period provided that maintenance of the building is continued without diminution and without additional cost to the owner.

S. DECLARED EMERGENCIES

There shall be no deductions from the employee's wages in the event of a declared emergency in the County in which the building is located.

T. BEREAVEMENT LEAVE

Employees who suffer the loss of a parent, spouse, child, brother, sister, grandchild, grandparent or in-law shall be entitled to three (3) days from the date of death to attend a funeral within the Tri-State area without loss of pay. If the funeral is not within the Tri-State area, the employees will be granted four (4) days leave. If the funeral is not within the continental United States, the employees will be granted five (5) days leave.

U. MANAGEMENT RIGHTS

The Union recognizes that there are rights and responsibilities belonging solely to the Employer, such as, but not limited to, the right to establish reasonable rules, regulations, policies and practices, job classifications and titles for new employees and to determine the method and manner of operation.

V. RECYCLING

Upon request of either party to this Agreement, a labor/management committee shall be formed to negotiate such work rules and duties relating to recycling.

W. WILD CAT STRIKES

In the instance of a wildcat strike, the employer may discharge the employees, such discharge is not subject to the arbitration provision of this contract. Provided the Union sends a representative to the site and sends a letter to the management within the same day it is notified of such a strike, the Employer agrees to hold the Union harmless.

X. WORK RULES

The parties agree to establish a Joint Committee for the purpose of discussing work rules. Four representatives from the Union, one of whom shall be Vice-President Kyle Bragg, and four representatives from the BRI shall serve on this Committee. The first meeting of this Committee shall take place no later than March 1, 2004, except by mutual agreement of the parties.

Y. TERMINATION

This Agreement and all of its terms and conditions shall go into effect October 1, 2003 and shall continue in full force and effect without reopening of any kind until September 30, 2006.

In the event that neither party gives notice to the other party sixty (60) days prior to the termination of this contract, this contract shall be continued in full force and effect for a period of one (1) year from the termination date hereof.

This agreement shall be binding upon each and all of the agents, servants, representatives, executors, administrators, successors and assigns of the parties and upon the Employer-members of the Association and their agents, servants, representatives, executors and assigns.

In the event that any of the provisions of this agreement shall now or hereafter be declared or held to be violative of any law or governmental regulation, then only those unlawful provisions shall be eliminated from the contract and deemed deleted therefrom: such deletion shall not affect the remaining parts of the agreement herein, which shall continue in full force and effect minus the deleted provisions.

The provisions of the work rules as agreed to by and between the parties are annexed hereto and incorporated in and made part of this agreement as if fully set forth at length herein.

By: _____

For Service Employees International Union, Local 32BJ

Dated: October 31, 2003

By: _____ COMMITTEE CHAIRMAN

For the Building and Realty Institute of Westchester & The Mid-Hudson Region, Inc.

Dated: October 31, 2003

SIDE LETTER ON ARBITRATION

The BRI and Employers covered by the Agreement acknowledge and agree that all grievances which arose on or after the effective date of this Agreement but before its execution by the BRI shall be subject to the grievance and arbitration provisions provided in this Agreement.

By: _____

For Service Employees International Union, Local 32BJ

Dated: October 31, 2003

By: _____ COMMITTEE CHAIRMAN

For the Building and Realty Institute of Westchester & The Mid-Hudson Region, Inc.

Dated: October 31, 2003