AGREEMENT

Between

Service Employees International Union,
Local 32BJ

and

The Building and Realty
Institute of the Hudson Valley, Inc.

October 1, 2026 - September 30, 2030

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AGREEMENT made this 30th day of September 2026 by and between the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ, hereinafter called the “UNION” and the BUILDING AND REALTY INSTITUTE OF THE HUDSON VALLEY, 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:

ARTICLE ONE: 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 and regularly employed for more than sixteen (16) hours per week. 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. This Agreement shall also cover contingent employees as defined in Article 16.

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. Live-in Superintendents hired into permanent positions after working as a Temporary/Fill-In shall have a Trial Period extend to one-hundred and fifty (150) days from date of hire or an additional sixty (60) days from when they are hired into the permanent position, whichever is longer.

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

ARTICLE TWO: NO DISCRIMINATION

A. There shall be no discrimination against any employee by reason of race, color, creed, national origin, gender, gender identity, age, sexual orientation, pregnancy or pregnancy-related conditions, disability, marital status, or union support. There shall be no discrimination against any present or future employee by reason of traits historically associated with race or ethnicity, including but not limited to hair texture, and protective hairstyles. The Employer shall not threaten, penalize, discriminate, or retaliate against an employee for using absences protected under federal, state, or local law, including time off covered by New York State Paid Family Leave and New York State Paid Sick Leave. Nondiscrimination against an individual for union support shall not infringe upon the Employer's right to uniformly enforce neutral work rules.

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

ARTICLE THREE: 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.

ARTICLE FOUR: STAFF REDUCTION AND SENIORITY

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, insufficient workload for the employees filling existing bargaining unit positions subject to the proposed reduction, or the economics which serve as the basis for the staff reduction. No reduction of

staff may occur under this provision that results in an increased workload to remaining employees which regularly exceeds 40 hours per week or results in an unreasonable workload.

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.

ARTICLE FIVE: 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 calendar year. Sick days may be prorated during the first calendar year of employment. Employees with less than one (1) year of service shall also receive four (4) unpaid sick days to be used after paid days are depleted and for purposes specified in the New York Paid Sick Leave Law. Employees qualifying for Paid Prenatal Leave pursuant to Labor Law Section 196-b, as amended, shall be provided with up to twenty (20) hours of paid prenatal leave in accordance with the law. 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. 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 February of the following calendar year, an amount in cash equal to the wages due for those days not utilized by the employees as sick/personal leave.

C. 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.

D. 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.

E. 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 to the Pension fringe benefit fund for not more than 150 days.

F. 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.

G. The parties agree that on an annual basis the paid leave benefits provided to regular employees under this Agreement, including but not limited to paid sick and personal leave, vacation days and elective holidays are comparable to or better than those provided under the New York Paid Sick Leave Law, N.Y. Labor Law §196-b.
Therefore, the provisions of that Act are hereby waived.

SUBSTANCE ABUSE

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

Only “state of the art” testing for the presence of alcohol, cannabis or illicit drugs as administered through a third-party may be used to conduct such tests, including "state of the art" chain-of-custody procedures for any specimens and test results.

In the event an employee is found to have his/her work performance impaired through the use of alcohol, cannabis, or to have ingested illegal drugs, or to have abused a lawfully possessed controlled substance, such employee shall, on the first offense, be afforded the opportunity to attend a bona fide substance abuse rehabilitation treatment program and shall not be subject to discipline if the employee successfully completes such treatment program and provides verification of his/her successful completion of the program.

Should the test results not show impairment by alcohol or cannabis 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 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 or alcohol by employees.

If an employee approaches his/her employer, before being requested to test or subject to discipline, 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. This allowance to the employee shall not exceed three (3) separate occasions during the course of the employee’s employment.

ARTICLE SIX: 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 30 days for discharges or suspensions and 120 days for other grievances except for fund delinquencies. Grievances regarding the termination of a Superintendent must be submitted within 21 days. Fund delinquencies must be brought within 6 years of their occurrence. Upon request, the party filing the grievance must provide all pertinent information, including the time, place, frequency of occurrence and other relevant details. The Employer will notify the Union when an Employee is terminated.

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 quarterly meetings 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. For grievances challenging the discharge of an employee that are not resolved at Step 1, the Union must file for arbitration within 15 days of the conclusion of the Step 1 meeting. The Arbitrators shall be Haydee Rosario, Julie Torrey and David Reilly. 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. When scheduling arbitration hearings on grievances challenging the discharge of any resident employees, including superintendents, the parties shall make their best efforts to ensure that their representatives and witnesses for the hearing will be available within 30 days of attempting to schedule the hearing. Additionally, in such cases, the parties agree that if the arbitrator selected by rotation is not available within 30 days of attempting to schedule the hearing, the parties shall select another arbitrator from the panel who is available within such 30-day period, or in the absence of such availability, at the next earliest available date. If an Arbitration has not been scheduled subject to this paragraph, the Employer may request a meeting with the director of the relevant union department for an explanation of any delay. The meeting will occur on an expedited basis.

Where a Union-represented employee files an internal appeal with the Union concerning the Union's decision not to pursue arbitration of a grievance, the Union shall immediately notify the involved Employer of the filing of the internal appeal, and notify the Employer of the outcome of the internal appeal. In addition, the time to file for arbitration shall be tolled pending the outcome of the appeal. However, the tolling shall not exceed forty-five (45) days from the date the appeal was filed with the union for employees provided on site housing by the employer.

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. 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. No Employer shall commence any eviction proceedings or seek to collect use and occupancy costs until the discharge dispute is adjusted or determined through the grievance and arbitration procedure.

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, the employer may deduct from any final compensation due the employee the amount of $750.00 per week for the first four weeks and $1,000 per week for each week thereafter. The payment 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.

ARTICLE SEVEN: 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. Employees hired on or after October 1, 2026 will be eligible for the lump-sum payment of ten (10) weeks' pay after twelve (12) years of service in the case of disability and fifteen (15) years of service in the case of retirement. In the case of retirement, such employee must submit their retirement papers and be eligible to collect his or her retirement distribution at the time of leaving their employment. In the event any employee dies while an active employee, and qualifies for severance under the retirement provision of this Section at the time of death, the Employer shall pay such severance amount to the estate of the deceased employee.

ARTICLE EIGHT: MOVING EXPENSES

All employees occupying living quarters as part of or incident to their employment, shall receive moving expenses of Eight Hundred and Fifty ($850.00) 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. Moving expenses shall not be paid when the employee is determined by an arbitrator to have been discharged for just cause or voluntarily separates employment without at least 30 days notice.

ARTICLE NINE: 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. Part-time Employment. Employees regularly scheduled to work sixteen (16) hours per week or less shall be excluded from the bargaining unit and shall not be eligible for the terms and conditions of employment provided under this Agreement, except as provided in Paragraphs 2 and 3 below.

1. Employees regularly scheduled to work more than sixteen (16) hours per work are covered employees eligible for all terms and conditions of employment under this Agreement.

2. The 16-hour exclusion notwithstanding, the Employer agrees that any employee who performs bargaining unit work, regardless of the number of hours scheduled, shall not be paid less than the applicable minimum wage rate under Article 10.

3. The Employer shall not reduce the hours of any fulltime bargaining unit position to 16 hours without going through the terms and procedures under Article 4 (Staff Reduction).

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

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. There is no requirement or expectation that a superintendent shall be in the building on his or her day off.

If on a day when the superintendent is off and there is an emergency involving fire, flooding, gas, and/or involves personnel from law enforcement or fire safety agencies, and the superintendent is in the building and is fit for duty, the superintendent must respond to the emergency and shall be paid at the applicable wage rate under this Agreement. If the Superintendent is not fit for duty, he or she shall telephone the designated emergency contact. An employee who is out on bereavement leave is considered not fit for duty.

D. Provided the Employer pays for a beeper and/or cell phone**,** the Employer may require an employee to carry such a beeper and/or cell phone and answer those pages and/or calls sent by the management or emergency service for twenty-four (24) hours a day during his/her work week with no additional pay. If any pager and/or cell phone issued by the Employer to the employee is lost or damaged by the employee, the employee shall be responsible for the replacement or repair costs if attributable to carelessness by the employee. 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. This provision shall not apply to any part-time employee who works 20 hours or less per week provided that this exemption to the overtime pay requirement: (1) applies only to employees hired after October 1, 2010; (2) has the consent of the employee and notice is provided to the Union; (3) does not lead to the reduction of staff or hours worked by any employee; (4) overtime is paid for any hours worked in excess of 10 hours in a day or in excess of the employee’s regularly scheduled hours; and (5) does not result in any reduction in

wages currently received by any part-time employee (for example, if a part-time employee currently works 10 hours per day, 2 days per week, that employee continues to receive the overtime pay for those hours in excess of the first 8 hours).

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.

I. The Employer must provide 14 days' notice to the affected employee before imposing any involuntary changes to the employee's regular work schedule, such as days off and hours of shift, except in emergencies.

ARTICLE TEN: WAGES

The following wage increases shall be implemented during the life of the collective bargaining agreement:

A. Effective October 1, 2026, employees working for a member of the Association shall receive an increase of forty dollars ($40.00) per week.

B. Effective October 1, 2027, employees working for a member of the Association shall receive an increase of forty dollars ($40.00) per week.

C. Effective October 1, 2028, employees working for a member of the Association shall receive an increase of forty dollars ($40.00) per week.

D. Effective October 1, 2029, employees working for a member of the Association shall receive an increase of forty dollars ($40.00) per week.

No employees shall have his or her wage rate reduced due to application of this Agreement.

E. Effective October 1, 2026, all employees working for a member of the Association shall receive no less than the following wage rates:

Superintendent	$1035.40 per week
Handyman/Asst. Super	$1015.40 per week
Others	$1000.40 per week

F. Effective October 1, 2027, all employees working for a member of the Association shall receive no less than the following wage rates:

Superintendent	$1075.40 per week
Handyman/Asst. Super	$1055.40 per week
Others	$1040.40 per week

G. Effective October 1, 2028, all employees working for a member of the Association shall receive no less than the following wage rates:

Superintendent	$1115.40 per week
Handyman/Asst. Super	$1095.40 per week
Others	$1080.40 per week

H. Effective October 1, 2029, all employees working for a member of the Association shall receive no less than the following wage rates:

Superintendent	$1155.40 per week
Handyman/Asst. Super	$1135.40 per week
Others	$1120.40 per week

I. The employees shall be paid weekly the rate of wages set forth under this Article.

J. 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.

K. 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 $22.50 per week. If fare increases occur, an appropriate increment shall be added to the existing sum.

L. 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.

M. 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.

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

O. 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.

P. 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.

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

R. All wages shall be paid in accordance with law. An Employer shall pay damages for dishonored 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 dishonored check fees. If a regular payday falls on a holiday the Employees shall be paid on the preceding day.

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

T. Provided there is no cost to the employee, the Employer has the option of requiring employees to utilize direct deposit at the employee's designated bank. For employees who decline direct deposit, the Employer may require the employees to utilize a paycheck card without incurring any cost whatsoever to the employee for use of such card. The employer will provide a pay stub summarizing pay and deductions weekly. An employer switching to electronic deposit will give three (3) months notice to the employees.

ARTICLE ELEVEN:
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.

ARTICLE TWELVE: 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 shall receive one (1) week.

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

E. Employees who have worked in the building four (4) years or more shall receive three (3) weeks each year.

F. Employees who have worked in the building ten (10) years or more shall receive four (4) weeks each year.

G. Employees who have worked in the building twenty (20) years or more shall receive five (5) weeks each year.

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. If an employee is terminated for just cause and the termination is upheld by an arbitrator, the Employer will not be obligated to pay out any unused vacation.

J. Employees shall give the Employer 30 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 30 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. In the event an employee takes three (3) or more consecutive weeks of vacation leave, the employee must provide not less than 60 days advance notice to the Employer.

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 thirty (30) days in advance in writing.

ARTICLE THIRTEEN: HOLIDAYS

The employees shall receive the following holidays with pay:

New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial 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.

D. Employer shall make good faith efforts to accommodate any employee request to take the Juneteenth Day holiday or September 11th as an elective holiday or personal day provided the employee provides 14 days' notice.

ARTICLE FOURTEEN:
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, number of 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 or a performance-based annual bonus, such bonuses shall not be considered a prior better condition enforceable under this Article. 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 their job duties and the requirement that the employees perform these duties are not subject to this provision.

ARTICLE FIFTEEN: WORK ASSIGNMENTS

The Local 32BJ/BRI Employee Work Rules are abolished and replaced as follows:

All covered employees shall perform building service and maintenance work as assigned by the Employer, subject to the following limitations:

1. No employee shall be required to perform work that requires a license under state, county or local law or ordinance.

2. No employee shall be required to perform work that is in violation of OSHA regulations or that the employee reasonably believes is unsafe to perform.

3. No employee shall be required to perform work that results in an unreasonable work load.

4. No employee shall be required to perform work that requires skills or expertise beyond those possessed by the employee.

5. No employee shall be required to perform work that results in a reduction in staff at the building or a reduction in hours or wages to the building employees.

6. No employee shall be required to perform work that the employee previously performed for additional compensation without such continued compensation. However, the Employer shall not be obligated under this Paragraph to continue to pay an employee to perform work that may be assigned under Paragraph 8 despite having paid the employee for the performance of such work in the past. Where the Employer wants to end extra pay for work covered by Paragraph 8 with regards to cleaning, stripping/waxing/buffing, and snaking of all non-mainline drains (including into the stack), the Employer will give the employee four (4) weeks' notice before ending such pay.

7. No employee shall be required to perform work that is outside the scope of building service work.

8. Employees shall perform painting, patching, spackling, tiling and staining without limitation related to the proper performance of repair work. Employees may also be assigned to paint doors, mechanical room floors and such routine painting required to maintain high-use

common areas, cleaning, stripping/waxing/buffing, and snaking of all non-mainline drains (including into the stack). Any liability arising out of work that an Employee is assigned to perform shall be borne by the Employer. However, employees shall not be assigned to perform painting inside residential units unrelated to repair work.

ARTICLE SIXTEEN: CONTINGENT EMPLOYEES

A. The scope of the bargaining unit includes the following two classifications of contingent employees whose employment is specifically related to limited-term circumstances.

1. Coverage Employees. Coverage employees are employees hired specifically to fill-in for a permanent bargaining unit employee who is not currently working due to circumstances involving such employee's expected or possible return to work. These are reasons related to extended sick leave, vacation leave, disability, family and medical leave, workers compensation or termination that is subject to a grievance.

2. Temporary Employees. Temporary employees are employees hired to perform certain work that is not a part of the ordinary course of regular, year-round bargaining unit work at the building. Temporary employees are not covering for an absent permanent employee, but performing unique tasks of a limited duration that cannot be performed by the existing staff during their regular schedule. Temporary employment is expected for special projects or certain seasonal tasks needed at the building.

B. It is the intention of the parties that any contingent employees under this article would be short-term employees and not remain employed at the building for any period following (a) the return to work by the regular employee the coverage employee was filling in for; or (b) the completion of the unique short-term project a temporary employee was hired to perform. In no event shall a contingent remain employed for more than 5 months, or if hired for more than one position in the above categories, not employed for more than 5 months total during any 12-month period ("Five Months in Twelve").

C. The Employer is not required to pay contributions for health, pension, legal, training or SRSP on behalf of any contingent employee for up to Five Months in Twelve. If a contingent employee remains employed for more than Five Months in Twelve, the Employer shall pay contributions for such contingent employee as required under Article 18 for any period following the 5th month; however, all contractual waiting periods for Employer contributions shall apply following the 5th month of employment of such contingent employees, except for contributions to the pension fund, which shall have no waiting period after the 5th month of contingent employment.

D. In the event the circumstances that warranted the hiring of a contingent employee as provided in this Article remain for a period longer than Five Months in Twelve, and the Employer elects to continue the employment of any particular contingent employee for such extended period, the following provisions of the agreement shall apply: (1) the benefit fund contributions described in the preceding paragraph; (2) minimum wage rates; (3) sick leave; (4) holidays; and (5) union security. No other terms and conditions of employment under this agreement shall apply to such contingent employee, including 'just cause' protection under Article 6.B.1 and protection against lay-offs when the circumstances justifying the employee's contingent employment ends.

E. Unless required by law, such as for qualified leave under state or federal family and medical leave statutes, or use of paid sick or vacation leave earned under this agreement, the only Employer contribution required on behalf of a regular employee who is unable to work due to illness, injury or disability shall be payment of pension contributions for up to 150 days.

F. The employment of any contingent employee(s) shall not result in the lay-off of any regular bargaining unit employee, nor shall it result in a reduction of force at the building.

G. The Employer must provide written notice to any contingent employee at the time of hire which states the circumstances that gave rise to the employee's contingent employment, the limited terms of such employment and that the employee's employment will terminate when those circumstances end unless the employee is offered a permanent position. The Employer shall provide a copy of such notice to the Union.

H. In the event any contingent employee is hired as a permanent employee and directly transitions from contingent employment to permanent employment at the building, the employee shall have a trial period of 90 days from the employee's date of hire as a contingent employee or 60 days from the employee's date of hire as a permanent employee, or 90 days for superintendents, whichever results in a longer trial period.

ARTICLE SEVENTEEN: GREEN BUILDINGS

The Employer and Union shall convene a Green Buildings Committee to discuss ways to work together to promote practices that create environmentally responsible and resource efficient buildings.

ARTICLE EIGHTEEN: BENEFIT FUND COMMITTEE

At the request of either party, the Union and BRI shall convene a committee to meet regularly with representatives of the Building Service 32BJ Benefit Funds for purpose of discussing and addressing improvements to the administrative procedures of the Fund, including but not limited to delinquencies.

ARTICLE NINETEEN

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 be bound by its terms consistent with the rules of membership for the Association or as otherwise required by applicable law concerning multi-employer collective bargaining.

B. 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.

C. 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.

D. 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 STEWARD

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.

Shop Stewards at buildings with 5 or more employees shall be granted up to 30 minutes during work time to meet with any new employee hired at their building for the purpose of orienting such employee about the Union and this Agreement. The Shop Steward shall provide prior notification to management of any such meeting.

The Union, and its agents, shall have the right to request and obtain information from the Employer relevant to the reasonable investigation of grievances.

All shop stewards shall receive two (2) unpaid days off per year for the purpose of attending Union shop steward training. The Union will provide thirty (30) days' notice for the scheduling of all shop steward training days.

C. UNION RIGHTS

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.

A bulletin board will be furnished by the Employer exclusively for Union announcements and notices of meetings. The bulletin board shall be located in an appropriate area used by employees and not tenants or the public (e.g., locker room, break room, etc.).

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. However, in the event of a change in ownership, operation, or control of a building or buildings, and any bargaining unit employee is not offered employment by the successor employer in the building or buildings at the then existing wages, hours and working conditions, the former Employer (seller) shall pay the employee(s) an amount equal to twelve (12) weeks' pay in addition to any other accrued leave or other payments due under this Agreement. The payments to employees shall be conditioned upon employees eligible for such payment not stealing or damaging the tools, supplies and equipment of the seller during the period between announcement of the sale or transfer and the closing date of such transaction. Nothing herein contained shall be deemed to limit or diminish in any way the Union's right to enforce this Agreement against any transferee pursuant to applicable law concerning rules of successorship or otherwise; nor limit or diminish in any way the Union's or any employee's right to institute proceedings pursuant to the provisions of State or Federal labor relations laws, or any statutes or rules which may be applicable.

C. At any time during the term 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 pay the monthly contribution rates set forth below to the Building Service Health Fund for the Suburban Plan of Benefits, under its rules and regulations 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.

October 1, 2026	$1,888 per month per employee
January 1, 2027	$1,926 per month per employee
January 1, 2028	$1,965 per month per employee
January 1, 2029	$2,004 per month per employee
January 1, 2030	rate to be determined by Fund but not to exceed $2,095 per month per employee

1. The Employer shall pay these contributions on behalf of each regular employee employed in excess of 20 hours per week. New employees shall have a waiting period of 90 days 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 90-day period, notwithstanding any provisions to the contrary elsewhere in this Agreement.

2. The Union agrees 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.

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 a status change entered into the ESS system.

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 to the Retirement and Pension Fund on behalf of each eligible employee the following monthly contributions:

January 1, 2026:	$450.00
January 1, 2027	$475.00
January 1, 2028	$475.00
January 1, 2029	$475.00
January 1, 2030	$475,00

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

The Employer shall contribute to the Building Service 32BJ Legal Services Fund on behalf of each eligible employee the following monthly contributions:

January 1, 2026:	$14.63

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 January 1, 2026, the Employer shall contribute the sum of $16.13 per month per employee regardless of whether the employee is a member of the Union to the Thomas Shortman Training, Scholarship and Safety 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.

BRI members may convene, or participate in, a Hudson Valley Advisory Committee with the Thomas Shortman Training Fund on matters relating to enhancing the utility and effectiveness of the training school, such as course selection, availability and locations.

At the request of the Employer, covered employees may be required to attend up to one (1) course at the Training Fund every year, provided the employee is paid under the terms of this Agreement for the time required to attend the course. The Employer may alter the employee's schedule to accommodate course attendance on the day the course is held but may not require the employee to work additional hours due to course attendance or require course attendance on the employee's regular day off.

L. SUPPLEMENTAL RETIREMENT AND SAVINGS FUND

The employer shall contribute $10.00 per week per employee to the Supplemental Retirement and Savings Fund (SRSP) for each regular employee employed in excess of 16 hours per week.

M. PROVISIONS APPLICABLE TO ALL FUNDS

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.

N. 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.

The parties acknowledge and agree that the term "written assignment" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, 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 from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to ADF Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "authorization" for purposes of this Agreement.

Employers shall transmit dues, initiation fees, American Dream Fund contributions, and all legal assessments deducted from employees' paychecks to the Union electronically via ACH utilizing the 32BJ self-service portal.

O. REMITTANCE OF PAYMENTS

The Employer shall make contributions to the Health Fund, Pension Fund, Legal Services Fund and Training Fund upon the employee's completion of the initial 90-day employment period. No contributions shall be made on behalf of an employee who does not complete the initial 90-day employment period. Employees may become participants in the

Training Fund during the first 90-day period when no contributions are due on behalf of the employees.

The Employer shall not be required to contribute to the Supplemental Retirement and Savings Fund until six (6) months after the employee's date of hire. Contributions shall commence after six (6) months and shall not be retroactive to the employee's date of hire.

The Employer's obligation to pay contributions to the Health, Legal and Training Funds shall be on behalf of employees who regularly work more than twenty (20) hours per week. The Employer's obligation to pay contributions to the Pension and SRSP Funds shall be on behalf of employees who are regularly paid for nineteen (19) hours or more per week.

The Employer shall pay contributions on behalf of Contingent Employees consistent with Article 16. The Employer shall begin pension contributions when Contingent Employees are hired as permanent as long as they have ninety (90) days since first date of hire. Pension contributions will begin no later than the one-hundred and fifty-first day of employment in all cases.

It is agreed that all monies due the Union, Insurance Fund, Pension Fund, Pre-paid Legal Fund, Training School Fund and SRSP will be remitted by the Employer in accordance with the terms of the Trust Agreements and Funds' collection policies.

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.

The Funds will not assess liquidated damages if the employer pays an audit or enters into an agreement to pay an audit within 120 days of its receipt of the audit findings. No employer shall be responsible to pay liquidated damages if they contest any part of an audit and the Funds reduces the amount owed, or if the employer prevails on the contested portion of the audit at arbitration.

P. 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.

Q. 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:

1. Improving communications between representatives of labor and management;

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

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

4. Providing educational programs to promote the cooperative and condominium ownership and the realty industry;

5. 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;

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

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

R. 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 contain economic terms with respect to health, pension, training, legal service benefits, SRSP contributions, sick leave, vacation leave, holidays and severance, disability, retirement and appreciation allowances, wage increases and minimum wage rates 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.

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 Employer-Members that commenced on October 1, 2026[1], or after, 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 and up to 13 exempt buildings as designated by the Union.

4. The Union shall provide the BRI with the list of designated exempt buildings on an ongoing basis.

5. Upon request, the Union shall provide the BRI a right to review all independent contracts in any of the covered geographical areas of this agreement.

S. JURY DUTY

[1] For purposes of this provision, the list of BRI members represented in the negotiations for the CBA that commenced on October 1, 2026, shall be the list provided by the BRI to the Union prior to those negotiations. Any adjustments to such lists shall be made cooperatively and with clear notice to the other party.

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.

T. 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.

U. BEREAVEMENT LEAVE

Employees who suffer the loss of a parent, spouse, child, brother, sister, grandchild, grandparent or in-law (sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandparent-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.

V. 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.

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. USE OF ELECTRONIC TIMEKEEPING

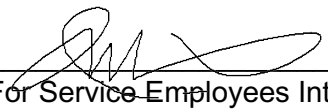
Should the Employer decide to introduce a new timekeeping tool that includes the use of a cell phone App, it agrees to notify the Union in writing prior to such implementation. Use of the App will be subject to the following limitations:

i. The Employer will provide an alternate method for punching in or out to any employee who does not have a smart phone or who is unable to download the App.
ii. The Employer agrees to pay any fees charged for use off the App.
iii. The App will track the Employee’s location only at the time of the clock in and clock out.
iv. The Employer agrees not to share any data it receives via the App with any other entity, unless required by law.
v. Administrative Controls: App access control settings will be set to ensure Employee confidentiality at all times. Availability of data collective by the App will be restricted to individuals who require it for time and attendance purposes.

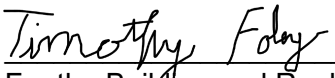
Y. TERMINATION

This Agreement and all of its terms and conditions shall go into effect October 1, 2026 and shall continue *in* full force and effect without reopening of any *kind* until September 30, 2030. 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.



For Service Employees International
Union, Local 32BJ
Dated: **November 2, 2026**



For the Building and Realty Institute of
the Hudson Valley, Inc.
Dated: November 2, 2026

SIDE LETTER ON IMMIGRATION

i. The Employer shall, as soon as practicable and to the extent not prohibited by law, notify the Union of any immigration-related enforcement action by immigration officials, such as an audit, raid or detention, affecting any employee, and, to the extent Employer has access to such information, shall provide the name, contact information, and detention location of any employee detained for immigration-related reasons by immigration officials.

ii. The Employer shall permit inspection of Forms I-9 only as required by law.

iii. The Employer shall not require an employee to meet with DHS or other immigration officials but also shall not have an affirmative obligation to interfere with such meetings.

iv. The Employer shall not impose work authorization reverification requirements greater than those required by law. An employee going through the reverification process shall be entitled to be represented by a Union representative or a personal attorney upon request.

v. The Employer shall provide to the employee written notification when it contends that their work authorization documents or Form I-9 are deficient, or that the employee must reverify their work authorization, specifying: (a) the specific document or documents that are deemed to be deficient and why the document or documents are deemed deficient; (b) what steps the employee must take to correct the matter; (c) and the employee's right to have a Union representative present during the verification or reverification process. The notice must be provided to the Union upon reasonable notice but no less than seven (7) days before it is sent to the employee so that the Union may comment on the communication, unless a lesser time is mandated by the government, in which case notice will be provided as soon as possible.

vi. The employee shall have the right to choose which work authorization documents to present to the Employer during the verification or reverification process consistent with the applicable law.

vii. The Employer shall grant up to 60 days' leave to the employee in order to correct any work authorization issue. Upon return from leave and remediation of the issue, the employee shall return to their former position, without loss of seniority.

viii. This provision is not subject to the grievance procedure.



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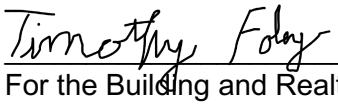
SIDE LETTER ON HEALTH FUND HOLIDAYS AND RATIFICATION BONUS

Notwithstanding the health fund contribution rates of $1,888 per month per covered employee for calendar year 2026 and $1,926 for calendar year 2027, the health fund contribution for November 2026, December 2026 and January 2027, due respectively on December 20, 2026, January 20, 2026, and January 20, 2027, shall be $75 per month per covered employee.

The Employer will make a health savings payment of $3,080 to each employee for whom the Employer is obligated to contribute to the Health Fund as of November 1, 2026. The payment will be in a separate check during the first pay period of January 2027. All applicable taxes, withholdings and deductions will be deducted from this payment. The parties agree that the health savings payments 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 Service Employees International Union, Local 32BJ
Dated: **November 2, 2026**



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