

STIPULATION OF AGREEMENT

AGREEMENT made on the 31st day of December 2022 between the Realty Advisory Board on Labor Relations, Inc. (the "RAB") and Local 94-94A-94B, International Union of Operating Engineers, AFL-CIO (the "Union" or "Local 94").

WHEREAS, the 2019 Engineer Agreement between the parties by its terms is set to expire on December 31, 2022 (the "Agreement");

WHEREAS, the RAB through its committee representing certain employers in associational bargaining, has now negotiated an Agreement with the Union to which RAB members may assent; and

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

NOW THEREFORE, the parties in consideration of the mutual covenants contained herein, and subject to ratification by the Union's membership, approval by the RAB's negotiating committee, and ratification by the RAB's Board of Directors, do hereby agree to extend the Agreement through December 31, 2026, and to amend the Agreement in accordance with the following stipulation:

1. ARTICLE II – WAGES, HOURS AND WORKING CONDITIONS (p. 5)

(a) Section 1

Wage Increases:

Engineers shall receive a wage increase of:

- 4.00% per hour effective January 1, 2023;
- 3.25% per hour effective January 1, 2024;
- 3.00% per hour effective January 1, 2025; and
- 3.00% per hour effective January 1, 2026.

Helpers shall receive a wage increase of:

- 4.00% per hour effective January 1, 2023;
- 3.25% per hour effective January 1, 2024;
- 3.00% per hour effective January 1, 2025; and
- 3.00% per hour effective January 1, 2026.

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Employees in pay scales other than Engineer and Helpers shall receive wage increases on the same dates based on their rate of pay, i.e.,

- 4.00% per hour effective January 1, 2023;
- 3.25% per hour effective January 1, 2024;
- 3.00% per hour effective January 1, 2025; and
- 3.00% per hour effective January 1, 2026.

(b) Section 5 (p. 11) – Revise Section 5 as follows (new language underlined):

Any employee required to replace a higher classified employee for one week or more shall be paid at the rate of the higher classified employee, when and if the absent employee is not being paid by the Employer or the Sick Pay Fund.

(c) Section 12 (p. 15) – Revise Section 12 as follows (deleted language stricken):

The RAB will encourage its members who are signatories to the Engineer Agreement to adopt a qualified transportation fringe benefit program (e.g., transit check) pursuant to which employees may pay certain qualified transportation costs on a pre-tax basis, to the extent permitted by law. ~~In order to encourage the adoption of such programs, the RAB will issue an appropriate bulletin and/or arrange seminars for signatories to this agreement.~~

2. ARTICLE XI – EMPLOYER FUND CONTRIBUTIONS (p. 24)

(a) Section 1 – Health and Benefits (p. 24):

The Employer will continue to contribute \$11.76 per hour for each hour paid to the Local 94 Health and Benefit Fund for the first two years of the Agreement and contributions shall be increased to \$12.26 per hour for each hour paid effective January 1, 2025 and \$12.76 per hour for each hour paid effective January 1, 2026.

(b) Section 1(f) – Health and Benefits (p. 26) – Change the word “find” to “fund” in the second to last sentence of Section 1(f).

(c) Section 1(h) – Health Fund Study and Savings Committee (pgs. 27-29):

Amend the first paragraph as follows (new language underlined, deleted language stricken):

The parties previously created ~~agree to create~~ the Health Fund Study and Savings Committee (the “Committee”) ~~a study committee~~, whose

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members ~~are shall~~ be appointed in even numbers by the Business Manager of the Union and the President of the RAB, to evaluate the Local 94-94A-94B Health and Benefit Fund (the "Health Fund") benefits and operations, with the goal being to recommend to the Trustees' ways for the Health Fund to continuously save money on medical administrative and other costs associated with the Health Fund while maintaining high quality of care for Health Fund participants. In order to preserve the high quality benefits that the Health Fund provides to employees, the parties reaffirm their strong commitment to continue the substantial progress that has been made by the Committee over the next four (4) years as healthcare costs continue to accelerate at an unsustainable level.

The bargaining parties and the Committee agree to recommend to the Health Fund Trustees a Health Fund savings each year of the Agreement. The bargaining parties and the Committee agree to recommend to the Health Fund Trustees to take all legal action necessary so that (i) the Health Fund reserves do not fall below an amount equivalent to no less than twelve (12) full months of benefit costs and operating/administrative expenses; (ii) such measures shall be modified only by unanimous agreement of the Trustees; and (iii) such measures are made with the intent of being permanent and within the purposes of the aforementioned cost savings.

Modify the last sentence of the first paragraph (p. 27) as follows (new language underlined, deleted language stricken):

~~The Health Fund Study and Savings Committee shall meet regularly at least once a quarter (or on a more frequent basis if called for by either party) and on an ongoing basis to continue to monitor and review Health Fund expenditures and trends, to evaluate and consider best practices and developments in cost-effective methods of providing quality benefits for the purposes of continuing to ensure that substantial savings are being realized and to recommend any and all appropriate measures to contain, modify or modulate cost-trends, and to make recommendations to the collective bargaining parties and/or Health Fund Trustees regarding potential actions including, without limitation, for further savings such as Employee contributions to healthcare premiums.~~

Modify the first sentence of the second paragraph (p. 28) as follows (new language underlined):

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Notwithstanding the foregoing, the ~~Health Fund Study and Savings~~ Committee will meet regularly at least once a quarter (or on a more frequent basis if called for by either party) to review a report from the Health Fund staff and consultants of material items of Fund revenues and expenses for the prior six-month period and anything else deemed appropriate by Fund staff and consultants.

(d) Section 2 – Pension (p. 29)

The Employer contribution to the Central Pension Fund shall be increased by \$0.10 per hour for each hour paid effective January 1, 2023; \$0.10 per hour for each hour paid effective January 1, 2024; \$0.10 per hour for each hour paid effective January 1, 2025; and \$0.10 per hour for each hour paid effective January 1, 2026.

(e) Section 4 – Annuity (p. 31)

The Employer contribution to the Local 94 Annuity Fund shall be increased by \$0.10 per hour for each hour paid effective January 1, 2023; \$0.10 per hour for each hour paid effective January 1, 2024; \$0.10 per hour for each hour paid effective January 1, 2025; and \$0.10 per hour for each hour paid effective January 1, 2026.

(f) Section 7 – Sick Pay (pgs. 33-35)

The Employer contribution to the sick pay fund for Engineers shall be increased by \$0.09 per hour for each hour paid effective January 1, 2023; \$0.07 per hour for each hour paid effective January 1, 2024; \$0.07 per hour for each hour paid effective January 1, 2025; and \$0.07 per hour for each hour paid effective January 1, 2026.

The Employer contribution to the sick pay fund for Helpers shall be increased by \$0.06 per hour for each hour paid effective January 1, 2023; \$0.06 per hour for each hour paid effective January 1, 2024; \$0.05 per hour for each hour paid effective January 1, 2025; and \$0.06 per hour for each hour paid effective January 1, 2026.

Add new Subsection (g) to state as follows: “The Employer, upon request to the Health Fund, shall be provided information from the sick pay fund regarding sick days used by employees on workers compensation within fourteen (14) days of the Employer’s request.”

(g) Section 8 – Training (p. 35):

Add a new subsection (c) (and renumber the remaining sections accordingly) stating the following:

The bargaining parties will recommend to the Trustees of the Training Fund that they convene the Training Fund Curriculum Committee to discuss and consider, (i) continuing education courses for journeymen engineers; (ii) a training course on human resources for chief and assistant chief engineers; and (iii) expansion of training fund classroom and related facilities.

3. ARTICLE XII – GENERAL CLAUSES:

(a) Section 1 – Disability Benefits Law (p. 40) – Add a new Section (c) stating the following:

The parties will discuss and consider allowing the Employer to contract with a preferred provider organization (PPO) to deliver all medical services mandated by the New York Workers' Compensation Law, §350 et seq.

(b) Section 5 – Leaves of Absence (p. 45) – Revise Subsection (c) to state the following (new language underlined):

Any leave of absence taken pursuant to any government regulation shall be deemed to be a leave under this Section, except in cases of demonstrable undue hardship and contractual leaves of absences pursuant to this Section shall run concurrently with FMLA leave, NYSPFL leave and/or State or City law leave requirements, as permitted by law.

(c) Section 15 – Trial Period (p. 53) – Amend Section as follows (new language underlined, deleted language stricken):

All newly hired employees in the industry shall have a one hundred and twenty ~~eighty (120/180)~~ day trial period.

(d) Add new Section 30 (and renumber remaining sections) titled “Licenses and Certificates” to state the following:

Any newly hired candidate excluding summer and temporary helpers will be required to have five (5) of the following certificates of fitness that are issued by the New York City Fire Department (“FDNY”) (namely A35, F60, G60, S12, S13,

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S14, S95, P16, P98, P99, or any successor certifications as required by the FDNY) (the "Certificates") to obtain employment unless the Employer deems that the candidates mechanical experience is sufficient to forego this obligation and, if so, these candidates will have two (2) years to achieve the Certificates or the Employer agrees to an extension of time to so do. The Employer can require the employee to submit such certificates of fitness within two (2) weeks of such direction. Terminations pursuant to this provision of the collective bargaining agreement are not subject to the just cause provision.

- (e) Add new Section 34 (p. 64) titled as "HERO Act Waiver" and add the following (from the HERO Act Memorandum of Agreement executed August 18, 2021 (new language underlined, deleted language stricken)):

~~Whereas, Local 94-94A-94B, International Union of Operating Engineers ("Union") and the Realty Advisory Board on Labor Relations, Inc. ("RAB"), on behalf of its members ("Employers") are parties to the 2019 RAB Engineers Agreement (the "Agreement");~~

~~Whereas, the COVID-19 pandemic has impacted building operations and building service workers throughout the City of New York and its surrounding counties;~~

~~Whereas, the parties desire to maintain the stable labor relations that have served them well during the COVID-19 pandemic and ensure an effective and consistent response across the Industry to this and future public health crises arising from airborne infectious diseases;~~

~~Whereas, on May 5, 2021, the New York Health and Essential Rights Act, Senate Bill 1034B ("S1034B" or "NY HERO Act"), amending the New York Labor Law to include provisions on prevention of airborne infectious disease, was signed into law by Governor Cuomo which, *inter alia*, imposed the requirement on all employers with worksites in New York State to establish an airborne infectious disease prevention plan and permits the establishment of workplace safety committees; and~~

~~Whereas the parties consistently have sought to provide reasonable and effective prevention from airborne infectious diseases to employees in the Industry from the outset of the COVID-19 pandemic and wish to continue such valuable and effective cooperation;~~

~~Now, therefore, the RAB, on behalf of its members, and the Union~~The parties agree to implement the following to ensure a safe and healthy workplace for Industry employees as follows:

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1. Employers agree to adopt an airborne infectious disease exposure prevention plan as required by the NY HERO Act and its implementing regulations, by either adopting the model standard promulgated by the Commissioner of the Department of Labor in consultation with the Department of Health, or by establishing an alternative plan that is comparable to or better than the minimum standards provided by the model standard. Any Employer seeking to adopt an alternative plan that is comparable to or better than the model plan shall submit such plan to the RAB and the Union at least thirty (30) days prior to the proposed effective date of such alternative plan, and if neither the RAB nor the Union object to such plan, in writing, within that time period, such alternative plan will be considered to have been accepted by the Union. It is acknowledged and agreed that the Union has no responsibility for establishing any Employer's airborne infectious disease exposure prevention plan or to ensure that any such plan is comparable to or better than the model plan.

2. The RAB, Employers, and the Union agree to establish joint labor-management workplace safety committees. The workplace safety committees shall be comprised of Employer representatives, selected in consultation with the RAB, and Union representatives, including bargaining unit employee representatives as the Union may designate. The workplace safety committees shall meet as needed, upon the request of either the Employer or the Union, at such times and in such manner as the Employer, RAB and the Union may deem reasonable and proper. Each workplace safety committee so-established, will have the ability, consistent with S1034B, to: (a) raise health and safety concerns, hazards, complaints and violations to the Employer; (b) review any policy or procedures put in place in the workplace concerning workplace safety; (c) participate in any site visit by any governmental agency responsible for enforcing safety and health standards in a manner consistent with applicable law; ~~(e)~~(d) review relevant reports filed by the Employer related to the health and safety of the workplace in a manner consistent with applicable law; and (e) discuss training and equipment needs, including personal protective equipment. Meetings shall occur during work hours and shall be scheduled within two (2) weeks of either party requesting the meeting, provided that in the event that there is an urgent health and safety issue or other urgent operational issue in connection with the exposure prevention plan, the parties shall make their best efforts to meet on an expedited basis. Upon agreement by the parties, commonly-owned, commonly-managed buildings that are subject to the Agreement, may form a workplace safety committee that covers all or some of the commonly-owned, commonly-managed buildings. Established workplace safety

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committees may make reports and recommendations to the Employer, as necessary, concerning the above and other matters covered by S1034B within their responsibility to the Employer as may be appropriate.

3. The RAB, on behalf of its members, and the Union agree that the benefits provided under this Agreement are comparable to or better than those provided under S1034B, enacted under N.Y. Labor Law Sections 27-d and 218-b. and therefore, pursuant to N.Y. Labor Law § 27-d (7) and N.Y. Labor Law Section 218-b (9), the provisions of S1034B are waived with regard to the parties to this Agreement.

4. The parties further agree that any dispute arising out of or relating to airborne infectious disease exposure prevention, ~~including, without limitation, the implementation of this Memorandum of Agreement,~~ shall be resolved through the applicable grievance and arbitration process of the Agreement, as the sole and exclusive process for resolution of such disputes. Any grievance alleging a violation of the Employer's exposure prevention plan that creates a substantial probability that serious physical harm or death could result from a condition which exists, or from one or more practices, means, methods, operations or processes which have been adopted or are in use, by the Employer at the work site, shall be submitted to expedited arbitration within three (3) business days of an arbitration demand. The non-retaliation provisions of the NY HERO Act, SB1034B, shall continue to apply.

5. Nothing in this Agreement provision shall make or be deemed to make the Union liable to any employees or to any other persons in the event of any violation of this Agreement provision or of the NY HERO Act by any Employer.

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

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Engineer	Current	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Hourly Rate	\$46.53	\$48.39	\$49.96	\$51.46	\$53.01
Annuity	\$4.50	\$4.60	\$4.70	\$4.80	\$4.90
Health	\$11.76	\$11.76	\$11.76	\$12.26	\$12.76
Pension	\$4.25	\$4.35	\$4.45	\$4.55	\$4.65
Training	\$0.21	\$0.21	\$0.21	\$0.21	\$0.21
Sick	\$1.85	\$1.94	\$2.01	\$2.08	\$2.15

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	Current	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Hourly Rate	\$36.23	\$37.68	\$38.90	\$40.07	\$41.27
Annuity	\$4.50	\$4.60	\$4.70	\$4.80	\$4.90
Health	\$11.76	\$11.76	\$11.76	\$12.26	\$12.76
Pension	\$4.25	\$4.35	\$4.45	\$4.55	\$4.65
Training	\$0.21	\$0.21	\$0.21	\$0.21	\$0.21
Sick	\$1.38	\$1.44	\$1.50	\$1.55	\$1.61

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