

Realty Advisory Board on Labor Relations, Incorporated

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Realty Advisory Board on Labor Relations, Inc.

Bulletin

April 23, 2018

No. 285 Residential

To: Owners and Managing Agents of Residential Buildings

SUBJ: Terms of the 2018 Apartment Building Agreement

The Realty Advisory Board and Local 32BJ, SEIU, reached agreement on the terms of the 2018 Apartment Building Agreement, subject to ratification by the Union's members. The Agreement provides for the continuation of the existing Apartment Building Agreement as modified below:

TERM The Agreement shall be effective on April 21, 2018, and shall expire on April 20, 2022.

WAGE INCREASES

(A) OTHERS:

1. Effective April 21, 2018, increase of \$23.00 per week (\$.575 per hour).
2. Effective April 21, 2019, increase of \$23.00 per week (\$.575 per hour).
3. Effective April 21, 2020, increase of \$30.00 per week (\$.75 per hour).
4. Effective April 21, 2021, increase of \$32.00 per week (\$.80 per hour).

(B) HANDYPERSONS:

1. Effective April 21, 2018, increase of \$25.00 per week (\$.625 per hour).
2. Effective April 21, 2019, increase of \$25.00 per week (\$.625 per hour).
3. Effective April 21, 2020, increase of \$32.00 per week (\$.80 per hour).
4. Effective April 21, 2021, increase of \$34.00 per week (\$.85 per hour).

(C) SUPERINTENDENTS (in buildings with less than 6 employees):

1. Effective April 21, 2018, increase of \$26.00 per week (\$.65 per hour).
2. Effective April 21, 2019, increase of \$26.00 per week (\$.65 per hour).
3. Effective April 21, 2020, increase of \$33.00 per week (\$.825 per hour).
4. Effective April 21, 2021, increase of \$35.00 per week (\$.875 per hour).

Howard I. Rothschild
President

Proskauer Rose LLP
General Counsel

FUND CONTRIBUTION INCREASES

(A) HEALTH FUND:

1. Effective January 1, 2018, increase of \$20.15 per week.
2. Effective January 1, 2019, increase of \$24.93 per week.

(B) PENSION FUND:

1. Effective January 1, 2018, increase of \$4.00 per.
2. Effective January 1, 2019, increase of \$4.00 per week.

(C) LEGAL FUND & TRAINING FUND:

1. No change to the contribution rates during the term of the agreement.

(D) CONTRIBUTION CAPS:

1. The parties agreed to a maximum increase in Health Fund and Pension Fund contributions of \$17.56 per week, effective on January 1, 2020, and \$18.31 per week, effective on January 1, 2021.

HEALTH FUND

The parties agreed to continue the Health Fund Study Committee to achieve additional savings in medical, administrative, and other costs associated with the Health Fund while maintaining a high quality of care for participants. The parties agreed that the Health Fund Study Committee would continue to ensure that Health Fund reserves do not drop below six full months of benefit costs and operating expenses.

The parties also agreed that the Health Fund Study Committee would meet and review material items of Health Fund revenues and expenses, and that the Fund would notify the Study Committee, as soon as possible, of any extraordinary events that would have a material adverse affect on the revenues or expenses of the funds. In the event of an extraordinary event, the Study Committee is empowered to recommend appropriate actions to the Trustees of the Health Fund to address the circumstances created by the event.

UNION SECURITY

The parties agreed that all Employers who are currently transmitting dues, initiation fees, legal assessments and other deductions to the Union electronically, utilizing the 32BJ self-service portal, shall continue to do so. All Employers who are not presently doing so will begin to transmit the above-mentioned deductions no later than nine (9) months from the date they assent to the Agreement. During this nine month period, no employer who deducts appropriately, but whose electronic transmissions are delayed, shall be subject to interest or penalties because of such delay.

The Union has agreed to provide necessary training on the 32BJ self-service portal, and no Employer who reasonably requests training will be required to transmit deductions electronically until the Union has provided the requested training, notwithstanding the nine month transition period to comply with electronic deduction transmission.

GRIEVANCE PROCEDURE

Except in extraordinary circumstances, a Joint Industry Grievance Committee meeting will be held on a grievance before a grievance proceeds to arbitration.

LABOR PEACE COMMITTEE

The RAB and the Union will use their best efforts to notify the other party of relevant labor disputes in advance to provide the parties with adequate opportunity to seek resolution of the disputes.

JOINT INDUSTRY ADVANCEMENT PROJECT

Both the Union and the RAB commit to provide each other with 30-days prior written notice before either party intends to propose legislation or regulation affecting the industry or the union. The parties will work together to accommodate each other's views.

PAID FAMILY LEAVE

Employers will provide paid family leave in accordance with the requirements of the New York State Paid Family Leave Law. All applicable leaves will run concurrently.

DISABILITY TERMINATION PAY

Termination pay standard for disability termination pay was changed to require the employee provide the employer with a valid certification of disability from the Social Security Administration.

NO-DISCRIMINATION

The parties affirm their mutual commitment to discrimination and harassment free workplaces. A diversity and Respect Committee will meet to discuss prevention of discrimination and harassment in the residential building workplace, including through training of employees. Training will comply with minimum requirements of law. The parties recommend to the Trustees of the Training Fund that the Fund staff and Curriculum Committee develop appropriate training courses in coordination with their existing curriculum.

WAGE AND HOUR CLAIMS

All statutory claims asserting violation of wage and hour laws (e.g., wage payment law, Fair Labor Standards Act), will be subject to mandatory mediation to attempt to narrow or resolve the claim. This mediation is intended to occur prior to litigation of a wage and hour claim, and any claim filed in court should be stayed pending the outcome of the required mediation.

SUPERINTENDENTS AND RESIDENT MANAGERS

In buildings employing six (6) or more employees, Superintendents and Resident Managers are governed by the RAB Resident Managers Agreement, effective June 21, 2018. Superintendents and Resident Managers under the Resident Managers Agreement will receive the weekly wage increases, specified above.

Effective January 1, 2019, Employers, in their absolute discretion, will have the ability to make additional contributions to the SRSP on behalf of their covered Superintendents and Resident Managers. Such additional contributions may be revoked or discontinued, consistent with fund rules, at any time and shall not be considered as giving rise to a practice or better term/condition of employment.

TRIAL PERIODS

Trial periods for newly hired employees in the 60-day probationary period may be extended for a period of 30 days (total of 90 days) upon written request of the employer and consent of the Union. Pending the Union's response to the request, the trial period is automatically extended.

STATEMENT OF REASON FOR DISCHARGE

The employer may now amend or supplement the statement of reason for discharge for a terminated employee within a reasonable time. Such amended statement may be substituted for the initial statement without prejudice to the employer, including in an arbitration.

LANGUAGE CHANGES

In addition to the above substantive changes, several technical language changes and date changes will appear in the new agreement. The new agreement will be made available on the RAB website and mailed to you as soon as possible.

For any questions you may have concerning the implementation of the new Apartment Building Agreement, please contact the RAB.
