

# Realty Advisory Board on Labor Relations, Incorporated

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# Bulletin

January 4, 2016

**NO. Commercial Bulletin #396**

**NO. Contractor Bulletin #22**

**TO:** Representatives of Commercial Buildings and Contractor Members in the RAB

**SUBJ: 2016 Commercial Building Agreement  
2016 Contractors Agreement**

The Realty Advisory Board and Local 32BJ, SEIU have reached tentative agreement on the terms of the 2016 Commercial Building Agreement and the 2016 Contractors Agreement (together, the "Agreements"), each subject to ratification by the Union membership. The Agreements provide for the continuation of the existing Agreements with the following modifications:

**TERM:** The Agreements shall be effective as of January 1, 2016, and shall expire on December 31, 2019.

## WAGE INCREASES:

### (a) OTHERS:

- 1) Effective January 1, 2016 – \$28.00 per week (\$0.70 per hour).
- 2) Effective January 1, 2017 – \$24.00 per week (\$0.60 per hour)
- 3) Effective January 1, 2018 – \$24.00 per week (\$0.60 per hour)
- 4) Effective January 1, 2019 - \$31.00 per week (\$0.775 per hour)

### (b) HANDYPERSONS, FOREPERSONS & STARTERS:

- 1) Effective January 1, 2016 – \$30.00 per week (\$0.75 per hour)
- 2) Effective January 1, 2017 – \$26.00 per week (\$0.65 per hour)
- 3) Effective January 1, 2018 – \$26.00 per week (\$0.65 per hour)
- 4) Effective January 1, 2019 – \$33.00 per week (\$0.825 per hour)

Howard I. Rothschild  
President

Proskauer Rose LLP  
General Counsel

(c) SUPERINTENDENTS (Under the Commercial Agreement):

- 1) Effective January 1, 2016 – \$32.00 per week (\$0.80 per hour)
- 2) Effective January 1, 2017 – \$28.00 per week (\$0.70 per hour)
- 3) Effective January 1, 2018 – \$28.00 per week (\$0.70 per hour)
- 4) Effective January 1, 2019 – \$35.00 per week (\$0.875 per hour)

**EAP COORDINATOR & FIRE SAFETY DIRECTOR BONUS:**

Each EAP Coordinator, Fire Safety Director, and Assistant/Deputy Fire Safety Director, appointed by the Employer and certified by the Fire Department shall be paid one lump-sum bonus of \$500.00 per year on December 1 of the contract year starting in 2016.

**FUND CONTRIBUTION INCREASES:**

HEALTH FUND:

- Effective January 1, 2016 – \$16.80 per week
- Effective January 1, 2017 – \$19.20 per week
- Effective January 1, 2018 – \$20.15 per week
- Effective January 1, 2019 – \$24.93 per week

PENSION FUND:

- Effective January 1, 2016 – \$4.00 per week
- Effective January 1, 2017 – \$4.00 per week
- Effective January 1, 2018 – \$4.00 per week
- Effective January 1, 2019 – \$4.00 per week

LEGAL FUND:

No change from \$3.839 per week (\$199.60 per year) from January 1, 2016 through December 31, 2019.

TRAINING FUND:

No change from \$3.262 per week (\$169.60 per year) from January 1, 2016 through December 31, 2019.

SRSP:

No contribution changes during the Agreements and continues at \$13 per week, per employee.

### **UNION RECOGNITION & 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 September 30, 2016. In addition, the Union will specify reasonable and necessary information that Employers will be required to transmit with the deductions. From January 1, 2016, through September 30, 2016, 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 reasonable 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 September 30, 2016 date to comply with electronic deduction transmission.

### **REASON FOR DISCHARGE:**

The parties agreed that the Employer may amend or supplement the reasons for discharge stated in an employee's termination letter, provided that such change is made within a reasonable time.

### **GRIEVANCE PROCEDURE:**

Joint Industry Grievance Committee meetings (under the Commercial Building Agreement) and Step II Grievance Meetings (under the Contractors Agreement) are required to be held before arbitration, absent extraordinary circumstances.

### **ARBITRATION:**

The Panel of Arbitrators was updated to include additional arbitrators to hear cases under the Agreements at the Office of the Contract Arbitrator.

### **HEALTH FUND:**

The parties agreed to continue the Health Fund Study Committee to achieve continuous savings on medical, administrative and other costs associated with the Health Fund, while maintaining the high quality of care for Health Fund participants. The parties intend that any savings identified and implemented by the Health Fund shall become permanent and shall not reduce its reserves below an amount equivalent to six months of benefit costs and operating expenses.

The waiting period for new employees is changed from 3 months to 90 days to conform to the Affordable Care Act.

**SICKNESS BENEFITS:**

The parties agreed that the paid leave benefits under the Agreements are comparable to or better than those provided by the New York City Earned Sick Time Act, N.Y.C. Admin. Code § 20-911, *et seq.*, and the provisions of that Act are, therefore, waived.

**HOLIDAYS:**

Veterans' Day was added to the list of elective holidays.

**LEAVE OF ABSENCE AND PREGNANCY LEAVE:**

All illness, injury, disability, and/or maternity/paternity leaves shall be deemed to run concurrently with leave under the Family and Medical Leave Act (FMLA) and/or any State or City leaves, as applicable.

Employees with more than two, but less than five, years of service will be entitled to 120 days for illness, injury, and/or disability leave.

Maternity and paternity leave under the Commercial Agreement is expanded from two to four weeks, and four weeks is now available to employees subject to the Contractors Agreement.

**VACATION RELIEF EMPLOYEES:**

Language will be added to the Agreements to clarify that vacation relief employees are not eligible for Benefit Funds coverage during the five month vacation relief period.

**LABOR PEACE COMMITTEE:**

The Union will use its best efforts to notify the RAB in advance of any disputes with a signatory employer prior to engaging in activities.

**LANGUAGE CHANGES:**

In addition to the above changes, there are several date changes and language changes of a technical nature that will appear in the new Agreements. The new Agreements will be mailed to RAB members as soon as possible.

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