

Realty Advisory Board on Labor Relations, Incorporated

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Bulletin

November 12, 2014

No. Residential

**To: Owners and Managing Agents of
Long Island Residential Buildings**

SUBJ.: 2014 Long Island Apartment Building Agreement

The Realty Advisory Board and Local 32BJ, SEIU have reached agreement on the terms of the 2014 Long Island Apartment Building Agreement. ***Please return Assents to the RAB as soon as possible. If you need a copy of an Assent to sign, please contact the RAB immediately.*** The Agreement provides for the continuation of the existing Agreement with the following modifications:

TERM: The Agreement shall be effective as of June 21, 2014 and shall expire on June 21, 2018.

NEW HIRE RATE: A "New Hire" hired on or after June 20, 2014 in the "Other" category shall be paid a starting rate of seventy-five percent (75%) of the applicable minimum regular hourly wage rate for the first twenty-one (21) months of employment. Such employees shall be paid eighty-five (85%) of the applicable minimum regular hourly wage rate for the twenty-second (22nd) through forty-second (42nd) month of employment. Upon completion of forty-two (42) months of employment, such employees shall be paid the full minimum wage rate.

WAGE INCREASES:

(a) OTHERS:

- 1) Effective June 21, 2014 \$24.00 per week (\$.60 per hour).
- 2) Effective June 21, 2015 \$21.00 per week (\$.525 per hour).
- 3) Effective June 21, 2016 \$22.00 per week (\$.55 per hour).
- 4) Effective June 21, 2017 \$24.80 per week (\$.62 per hour).

(b) HANDYPERSONS:

- 1) Effective June 21, 2014 \$26.00 per week (\$.65 per hour).
- 2) Effective June 21, 2015 \$23.00 per week (\$.575 per hour).
- 3) Effective June 21, 2016 \$24.00 per week (\$.60 per hour).
- 4) Effective June 21, 2017 \$26.80 per week (\$.67 per hour).

(c) SUPERINTENDENTS:

- 1) Effective June 21, 2014 \$27.00 per week (\$.675 per hour).
- 2) Effective June 21, 2015 \$24.00 per week (\$.60 per hour).
- 3) Effective June 21, 2016 \$25.00 per week (\$.625 per hour).
- 4) Effective June 21, 2017 \$27.80 per week (\$.695 per hour).

FUND CONTRIBUTIONS:

HEALTH FUND:

a) The monthly contribution (Suburban Health Plan) for each full-time employee shall be:

Effective July 1, 2014	\$1,164.00
Effective July 1, 2015	\$1,228.00
Effective July 1, 2016	\$1,307.00
Effective July 1, 2017	Not to exceed 108% of the July 1, 2016 rate.

b) The monthly contribution (Suburban Health Plan) for each part-time employee shall be:

Effective July 1, 2014	\$78.00
Effective July 1, 2015	\$78.00
Effective July 1, 2016	\$78.00
Effective July 1, 2017	\$78.00

PENSION FUND:

The monthly rate of contribution for each employee shall be:

Effective January 1, 2014	\$234.00
Effective January 1, 2015	\$243.75
Effective January 1, 2016	\$253.50
Effective January 1, 2017	\$263.50
Effective January 1, 2018	\$273.25

LEGAL FUND:

Effective January 1, 2014	\$3.63 per month
Effective January 1, 2015	\$16.63 per month

TRAINING FUND:

a) Effective June 21, 2014, the Employer will continue to remit the annual contribution of

\$169.60 per covered employee.

- b) The parties agree to offer additional scholarships as well as add training classes to address identifying and preventing elder abuse and ensuring a respectful workplace.

SRSP:

No contribution change during the agreement.

APPLICABLE TO ALL FUNDS:

The waiting period has been changed from three (3) months to ninety (90) days for regular employees to comply with federal health care legislation. No contribution to any Benefit Funds shall be made for a Vacation relief employee. Vacation relief employee are not eligible for 32BJ Benefit Funds coverage.

SECURITY BACKGROUND CHECKS

On change of ownership or conversion of the status of a building or employee, employees may be subject to security background checks.

Additionally, upon seven (7) days' prior written notice to the employee and the Union, which notice shall include a sufficient statement of the cause, the Employer may perform a security background check on a current employee where there is reasonable cause to perform that check. "Reasonable cause" shall be objective evidence – e.g., access to the location of the incident at the time an incident occurred – indicating that the particular employee may have committed an offense in connection with his or her employment and the information sought in the background check may be relevant to determining whether the employee committed such offense. Where, within five days of receipt of such notice, the Union disputes that reasonable cause is present, there shall be an expedited arbitration of the dispute and the security background check shall not be performed until an arbitrator has ruled that it is permissible. Any information obtained in the security background check not directly related to the incident which gave rise to the check shall not be used for any disciplinary action against the employee.

An employee shall cooperate with an Employer as necessary for obtaining security background checks. Any employee who refuses to cooperate shall be subject to termination. Notwithstanding the above, Employers shall not subject employees to security background checks on a disciplinary or retaliatory basis. Any disciplinary action imposed arising from security background checks results shall only be for just cause. All security background checks shall be confidential and may be disclosed only to

the RAB and the Union, as necessary for the administering of this Agreement, and/or required by law. The Employer shall pay all costs of any security background checks. The Employer may not invoke this Section in connection with a "Social Security no-match letter."

WORK AUTHORIZATION AND STATUS DISPUTES (new section)

The parties recognize that questions involving an employee's work status or personal information may arise during the course of his/her employment, and that errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control. The parties agree to attempt to minimize the impact of such issues on both the affected employees and Employers by working together to fairly resolve such issues while complying with all applicable laws.

SUPERINTENDENTS:

Superintendents employed in buildings with six (6) or more employees shall hereafter be covered by the Long Island RAB/32BJ Apartment Building Agreement through August 20, 2018.

LEAVE OF ABSENCE

All leave time in the agreement will run concurrently with the FMLA, city and state law, assuming these statutes are applicable. Employees on the job for more than two years, but less than five years will now be entitled to up to 120 days of medical leave. Employees will also be entitled to up to four weeks of maternity or paternity leave. Note that the leave time in the collective bargaining agreement is unpaid.

LANGUAGE CHANGES:

In addition to the above changes, there are several date changes and language changes of a technical nature which will appear in the new agreement.
