

Realty Advisory Board on Labor Relations, Incorporated

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BULLETIN

Bulletin No. 7 (Contractor)

January 4, 2008

To: Contractor Members

Subject: 2008 Contractors Agreement

The Realty Advisory Board and Local 32BJ, Service Employees International Union have reached agreement on the terms of the 2008 Contractor's Agreement which extends the current Agreement with the following modifications (This Agreement has been approved by the RAB Board of Directors and is subject to ratification by the Union's membership.):

TERM: The Agreement shall be effective as of January 1, 2008 and shall expire on December 31, 2011.

WAGE INCREASES:

(a) ***OTHERS AND GUARDS:***

- (1) Effective January 1, 2008 - \$30.00 per week (\$.75 per hour).
- (2) Effective January 1, 2009 - \$30.00 per week (\$.75 per hour).
- (3) Effective January 1, 2010 - \$32.00 per week (\$.80 per hour).
- (4) Effective January 1, 2011 - \$34.00 per week (\$.85 per hour).

(b) ***HANDYPERSONS, STARTERS, FOREPERSONS:***

- (1) Effective January 1, 2008 - \$32.00 per week (\$.80 per hour).
- (2) Effective January 1, 2009 - \$32.00 per week (\$.80 per hour).
- (3) Effective January 1, 2010 - \$34.00 per week (\$.85 per hour).
- (4) Effective January 1, 2011 - \$36.00 per week (\$.90 per hour).

(c) ***SUPERINTENDENTS (FORMERLY LOCAL 164):***

- (1) Effective January 1, 2008 - \$34.00 per week (\$.85 per hour).
- (2) Effective January 1, 2009 - \$34.00 per week (\$.85 per hour).
- (3) Effective January 1, 2010 - \$34.00 per week (\$.85 per hour).
- (4) Effective January 1, 2011 - \$37.00 per week (\$.925 per hour).

James F. Berg
President

Howard I. Rothschild
Executive Vice-President

Proskauer Rose LLP
General Counsel

FUND INCREASES:

HEALTH FUND

- (1) Effective January 1, 2008 - \$4.00 per week to \$10,998.64 per year.
- (2) Effective January 1, 2009 - \$12.00 per week to \$11,622.64 per year.
- (3) Effective January 1, 2010 - \$12.00 per week to \$12,246.64 per year.
- (4) Effective January 1, 2011 - \$12.00 per week to \$12,870.64 per year.

PENSION FUND

- (1) Effective January 1, 2008 - \$12.00 per week to \$70.75 per week.
- (2) Effective January 1, 2009 - \$ 4.00 per week to \$74.75 per week.
- (3) Effective January 1, 2010 - \$ 4.00 per week to \$78.75 per week.
- (4) Effective January 1, 2011 - \$ 4.00 per week to \$82.75 per week.

ANNUITY FUND

No change in the current contribution.

LEGAL FUND

The Legal Fund contribution shall be reduced to \$199.60 per year.

TRAINING FUND

The Training Fund contribution shall be increased to 169.60 per year.

NEWLY HIRED EMPLOYEES:

Effective January 1, 2008, contributions to the Pension Fund for newly hired employees in the industry shall commence after their twelfth month of employment. (For employees who have completed twelve months or more as of January 1, 2008 contributions shall commence as of January 1, 2008.)

NOTE: Annuity contributions shall commence after twenty-four months of service.

BI-WEEKLY PAY:

The parties agreed to create a Committee to study bi-weekly pay implementation in various buildings. The Committee can implement pilot programs to test the effects of such pay systems. If you wish to participate in a pilot program, please call us.

MANAGEMENT RIGHTS:

Article IV, (New Section) 4:

If an employee is removed from a location at the *good faith* demand of a customer, the Employer may remove the employee from further employment at that location, provided there is a good faith reason to justify such removal, apart from the demand itself.

Unless the Employer has cause to discharge the employee, the Employer will place the employee in a similar job in another facility within the same county covered by this Agreement, (*unless the Union and the Employer shall agree to place the employee in a similar job in a different county covered by this Agreement*) without loss of entitlement seniority or reduction in pay or benefits and pay Displacement Pay to such employee equivalent to the Termination Pay Schedule set forth in Article XIX, Section 21 (a), but not less than two (2) weeks pay.

In the event an employee is transferred to another building and is not filling a vacant position, the Employer shall seek volunteers on the basis of seniority within the job title. If there are no volunteers, the junior employees shall be selected for transfer and receive the same Displacement Pay and protection afforded to the transferred employee.

In the event that an employee is terminated pursuant to this section, the Employer must raise the issue of transfer in such termination arbitration.

GRIEVANCE PROCEDURE:

Where a failure to compensate overtime work can be unequivocally demonstrated through Employer payroll records, the Union may grieve the failure to compensate overtime for the three year period prior to the filing of the grievance.

HOLIDAYS:

September 11 (Day of Remembrance) shall be added to the as an option to the list of optional Holidays. (Note: This is not an additional holiday, but an addition to the list of optional holidays).

SICK DAYS:

The number of permissible single days is increased to five (5).

PROMOTIONS AND VACANCIES:

All vacancies and newly created positions shall be subject to a posting in the respective building for a period of 7 calendar days so that bargaining unit employees can express an interest in filling the position. In buildings where the Employer employs fifteen (15) or more employees, if the filling of the initially posted vacancy or newly created position causes another

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vacancy, that vacancy shall be subject to a posting in the respective building. Any subsequent vacancy caused by the filling of a posted position shall not be required to be posted before being filled.

SERVICE CENTER VISIT:

This section shall be amended to include a visit to a personal physician.

New paragraph: If the employee's personal physician requires a second visit, the Employer can request, and the employee must provide, a HIPAA compliant release sufficient to provide proof that the employee visited the personal physician at the physician's request for this additional one (1) day.

SECURITY BACKGROUND CHECKS:

The Employer shall pay all costs of any security background checks.

LEAVE OF ABSENCE:

The RAB will encourage its members to cooperate in granting leaves of absences for Union business.

ADDITIONAL CHANGES:

The parties agreed to other changes of a technical nature which will appear in the Agreement that will be sent to you as soon as it is available.

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