

# 2018 Long Island Apartment House Agreement

**Agreement** between the undersigned EMPLOYER, hereinafter termed the “Employer” and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ, hereinafter termed the “Union,” for the following premises:

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Wherein it is mutually agreed as follows:

## **Article I – Recognition and Union Status**

1. This Agreement shall apply to all classifications of service employees under the jurisdiction of the Union, which is recognized as their exclusive bargaining representative. Article VII of this Agreement shall also apply to employees of cleaning and maintenance contractors who employ employees in any building committed to this Agreement working in any job category covered by this Agreement.

Work performed pursuant to the terms of this Agreement shall not be performed by persons not covered by the Agreement except as provided in Article VII.

2. There shall be a Union Shop, requiring Union membership by every employee as a condition of employment after the thirtieth (30th) day following employment, or the execution date of this Agreement, whichever is later. The Union shall not request the Employer to discharge or otherwise discriminate against any employee except in compliance with law.

In the event the Union security provision of the Agreement is held to be invalid, unenforceable or of no legal effect generally or with respect to any building because or interpretation of a change of federal or state statute, city ordinance or rule or decision of any government administrative body, agency or subdivision, the permissible Union security clause under such statute, decision or regulation shall be enforceable as a substitute for the Union security clause provided for herein.

3. Upon receipt by the Employer of a letter from the Union’s Secretary-Treasurer requesting an employee's discharge because he has not met the requirements of this Article, unless the Employer questions the propriety of so doing, he shall be discharged within fifteen (15) days of said notice if prior thereto he does not take proper steps to meet said requirements. If the Employer questions the propriety of the discharge he shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with Section 2, he shall be discharged with ten (10) days after written notice of the determination has been given to the Employer.

4. The Union will hold the Employer harmless for any liability arising from any discharge asked by the Union pursuant to the provisions of this Article provided the Employer has done nothing to cause or increase its own liability concerning removal of employees.

5. The Employer shall be responsible for unpaid dues after receipt of notice provided for in this section and exhaustion of contractual remedies. The Employer's obligation shall begin fifteen (15) days after such notice or if the Employer questions the discharge after the final determination of the Arbitrator.

6. Nothing in this Article shall be construed as an admission that the Employer or his employees are engaged in interstate commerce, in an activity affecting interstate commerce in the production of goods for interstate commerce, or that the provisions of the Labor-Management Relations Act, as amended, cover any building.

7. The Employer shall on execution of this Agreement furnish to the Union a complete list of the names and home addresses of all employees covered by the Agreement, plus their hours of employment and hourly rate of pay. The Employer shall immediately notify the Union in writing of the name and home address of each new employee engaged by the Employer.

The Employer shall notify the Union in writing, as soon as a cancellation of an account becomes effective where Union members are employed.

8. For the purpose of determining the employees who should be members of the Union and to insure the terms of this Agreement are being complied with, the Union shall have the right to inspect the Employer's Social Security reports and all payroll and tax records, and any other record of employment and the Employer shall make such records available to the Union upon request thereof. The Union shall have the right to expedited arbitration in the event the Employer fails to comply with this right of inspection. The Health, Pension, Training, Legal and Supplemental Retirement and Savings Program (SRSP) shall have the same right to inspect as the Union.

9. The Union does hereby authorize the Employer and the Employer does hereby agree to deduct monthly dues, initiation fees, ADF/COPE checkoff, any assessments, fines or other fees due to the Union from each employee covered by this Agreement, from the wages due to each and every member during the term of this Agreement. The Employer agrees that such deductions shall constitute Trust Funds and will be forwarded by the Employer to the Union not later than the twentieth (20th) day of each and every current month. It is understood and agreed that the Employer will make such deductions and authorizations will be signed by the employees affected, all in accordance with the pertinent provisions of existing law. The Union will furnish to the Employer the necessary authorization forms.

If the Employer fails to remit to the Union the dues or other monies deducted in accordance with this section by the twentieth (20<sup>th</sup>) day, the Employer shall pay interest on such dues at the rate of one percent per month beginning on the twenty-first (21<sup>st</sup>) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control. The interest shall not be assessed for an Employer's initial failure to deduct voluntary political contributions until thirty (30) days after the Employer has received written notice from the Union of its failure to deduct.

If a signatory does not revoke his authorization at the end of a year following date of authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a

renewal of authorization, irrevocable for another year, or until the expiration of the next succeeding contract, whichever is earlier.

The term “authorization” as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union’s American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund. The Employer shall accept such electronic records as valid written authorizations for deduction and remittance.

Employers who are currently accepting such electronic records as valid authorizations or revocations for deduction and remittance shall continue to do so. The parties recognize that Employers who are not currently accepting electronic records as valid authorizations or revocations may need time and/or training to be able to do so. The Union shall provide any necessary training opportunity to the Employer to facilitate acceptance of electronic records as valid authorizations or revocations for deduction and remittance. Those Employers who are not currently accepting electronic records as valid authorizations or revocations shall commence acceptance no later than nine (9) months from the date an Employer becomes signatory to this Agreement (the “Transition Period”), provided that any reasonably requested training has been provided by the Union. It is understood that the transition to electronic records and electronic signatures may cause some delays. During the Transition Period, Employers who deduct appropriately, but whose transmissions are delayed, shall not be subject to interest or penalties owing to such delays.

The Employer shall provide employee information in connection with the transmission of dues, initiation fees, all legal assessments and other deductions required to be transmitted to the Union (collectively, “Deductions”). Deductions from employees’ paychecks shall be transmitted to the Union electronically via ACH utilizing the 32BJ self-service portal, unless the Union directs, in writing, that Deductions be remitted by means other than electronic transmittals. The Union shall specify reasonable information to be recorded and/or transmitted by the Employer, as necessary and consistent with this Agreement.

Employers who are currently transmitting Deductions by ACH shall continue to do so. The parties recognize that Employers who are not currently transmitting Deductions by ACH may need time and/or training to be able to do so. The Union shall provide any necessary training opportunity to the Employer to facilitate electronic transmissions. Those Employers who are not currently transmitting Deductions by ACH shall commence transmission by ACH no later than nine (9) months from the date an Employer becomes signatory to this Agreement (the “Transition Period”), provided that any reasonably requested training has been provided by the Union. It is understood that the transition to ACH payment may cause some delays in effecting

transmission. During the Transition Period, Employers who deduct appropriately, but whose transmissions are delayed, shall not be subject to interest or penalties owing to such delays.

## **ARTICLE II – Wages, Hours and Working Conditions; Effective Date**

1. The wages, hours, terms and conditions of employment set forth in Article IX of this Agreement are hereby made part hereof.

2. This Agreement shall be effective as of June 21, 2018, except as otherwise provided herein.

3. There shall be no lowering of any standards of working conditions of any employee in the employ of the Employer as a result of this Agreement. All employees enjoying higher wages, higher benefits or better working conditions than provided for herein either pursuant to a prior collective bargaining agreement or otherwise, shall continue to enjoy at least the same.

A change of schedules or duties, so long as required relief and luncheon periods are reasonably spaced, shall not violate this Section provided the employee and the Union shall be given at least one week's advance notice and such change is reasonable. The notice for shift changes i.e., change in work hours or days off shall be three (3) weeks. However, where as of June 21, 2018, an employee regularly received consecutive days off, the practice shall continue, and if any such employee leaves his position for any reason, his replacement shall also receive consecutive days off.

## **ARTICLE III – Management Rights**

1. The Union recognizes management's right to direct and control its policies subject to the obligations of this Agreement.

2. Employees will cooperate with management within the obligations of this Agreement to facilitate efficient building operations.

3. Employees shall not be discharged by the Employer except for justifiable cause. If any employee is unjustly discharged, he shall be reinstated to his former position without loss of seniority or rank and without salary reduction. The Arbitrator may determine whether, and to what extent, the employee shall be compensated by the Employer for time lost.

4. Any employee who is discharged shall be furnished a written statement of reason(s) for such discharge no later than five (5) days after the date of discharge. In appropriate circumstances, the Employer may supplement and/or amend its written statement of the reason(s) for discharge within a reasonable time. Such amended statement shall be substituted for the initial statement without prejudice to the Employer including in an arbitration.

5. In circumstances where the managing agent demands the removal of an employee from further employment in a building but where there is not cause to terminate the employee, the Union

will continue to work with the Employer to reach a mutually satisfactory resolution of the dispute, and to that end, will agree, in appropriate circumstances, to the transfer of the employee in question to another building, within the same county, without loss of pay or benefits.

#### **ARTICLE IV – No Strikes or Lockouts**

1. There shall be no work stoppage, strike, lockout or picketing, except as provided in Section 2 and 3 of this Article. If this provision is violated, the matter may be submitted immediately to the Arbitrator.

2. If a judgment or Arbitrator's award against any Employer is not complied with within ten (10) days after such award is sent by registered or certified mail to the Employer, at last known address, the Union may order a stoppage of work, strike or picketing in the building involved, to enforce the award or judgment, and it may also compel payment of lost wages to any employee engaged in such activity. Upon compliance with the award and/or judgment and payment of lost wages, such activity shall cease.

3. The Union may order a work stoppage, strike or picketing in a building where work previously performed by members of the Union or within its jurisdiction is being performed by persons outside of the bargaining unit anywhere in the building, provided that seventy-two (72) hours written or telegraphic notice is given to the Employer of the Union's intention to do so.

4. The Union shall not be held liable for any violations of this Article where it appears that it has taken all reasonable steps to avoid and end any such violation.

5. No employee covered by this Agreement shall be required by the Employer to pass lawful picket lines established by any local or Service Employees International Union in an authorized strike.

#### **ARTICLE V – Grievance & Arbitration**

1. A grievance shall first be taken up directly between the Employer and the Union. Grievances shall be resolved, if possible, within seventy-two (72) hours after they are initiated, and if not so resolved, shall be promptly submitted to the Office of the Contract Arbitrator. Counsel of the Union and the Employer may be present at any Grievance Procedure meeting.

The grievance shall be simultaneously submitted to the Joint Industry Grievance Committee when the grievance is filed. The Committee shall be composed of representatives of the Union and the Employer, who may be present at any meeting. Except in extraordinary circumstances, the parties will participate in a Committee meeting before a grievance proceeds to arbitration, and the scheduling of a Committee meeting shall not delay arbitration.

Any dispute or grievance between the Employer and the Union which cannot be settled directly by them shall be submitted to the Office of the Contract Arbitrator, including issues initiated by the Trustees pursuant to General Clause 39. The Office of the Contract Arbitrator shall

initially schedule a hearing within two (2) to fifteen (15) days after either party has served written notice upon the Office of the Contract Arbitrator with copy to the other party of any issue to be submitted. The oath-taking, and the period, and the requirements for service of notice in the form prescribed by statute are hereby waived.

Any grievance, except as otherwise provided herein and except a grievance involving basic wage violations including Pension, Health, Training, Legal and Supplemental Retirement and Savings (SRSP) Plan Funds contributions as set forth in General Clause 39, shall be presented to the Employer in writing within one hundred and twenty (120) days of its occurrence, except for grievances involving suspension without pay or discharge which shall be presented within forty-five (45) days, unless the Employer agrees to an extension. The Arbitrator shall have the authority to extend the above time limitations for good cause shown.

Where a failure to compensate overtime work can be unequivocally demonstrated through Employer payroll records, the Union may grieve the failure to compensate such overtime work for the three (3) year period prior to the filing of the grievance.

2. A written award shall be made by the Arbitrator within thirty (30) days after the hearing closes, except for arbitrations involving a superintendent in which, Arbitrators shall have ten (10) days to issue an award. If any award is not timely rendered, either the Union or the Employer may demand in writing of him that the award must be made within ten (10) days. If no decision is rendered within that time, either the Union or the Employer may notify the Arbitrator of the termination of his office as to all issues submitted to him in that proceeding. By mutual consent of the Union and the Employer the time of both the hearing and decision may be extended in a particular case. If a party, after due written notice, defaults in appearing before the Arbitrator, an award may be rendered upon the testimony of the other party. Upon the joint request of all parties, the Arbitrator shall issue a "bench decision," with written award to follow within the required time period.

Due written notice means mailing, telegraphing or hand delivery to the address specified in this Agreement or in an assumption.

No more than one adjournment shall be granted by the Arbitrator without consent of the opposing party.

All Union claims are brought by the Union alone and no individual shall have the right to compromise or settle any claim without the written permission of the Union.

Arbitration expenses shall be borne equally by the parties unless otherwise specified herein.

In the event that the Union appears at an arbitration without the grievant, the Arbitrator shall conduct the hearing provided it is not adjourned. The Arbitrator shall decide the case based upon the evidence adduced at the hearing.

The procedure herein with respect to matters over which a Contract Arbitrator has jurisdiction shall be the sole and exclusive method for the determination of all such issues, and the Arbitrator shall have the power to award appropriate remedies, the award being final and binding

upon the parties and the employee(s) or Employer(s) involved. Nothing herein shall be construed to forbid either party from resorting to court for relief from or to enforce rights under any award.

3. There are presently agreements between the Union and the RAB, designating the Office of the Contract Arbitrator, the Building Service Industry, as contract arbitrator for all disputes. It is agreed by the parties hereto that the arbitrators serving in such office shall also serve as contract arbitrators under this agreement. The arbitrators currently are: John Anner, Stuart Bauchner, Noel Berman, Melissa Biren, Stephen Bluth, Howard C. Edelman, Gary Kendellen, Marilyn Levine, Earl Pfeffer and David Reilly. All cases involving a Superintendent shall be assigned to John Anner or David Reilly. Any additional arbitrators designated to serve in the Office of the Contract Arbitrator by the Union and the RAB, shall be deemed added to the list of Contract Arbitrators for this Agreement.

In the event that one or more of the contract arbitrators is terminated at the request of the Union, pursuant to the agreement between the Union and the RAB, such arbitrator(s) shall be automatically deleted as contract arbitrator under this agreement.

In the event that one or more of the contract arbitrators is terminated from the Contract Arbitrator's office at the request of the RAB, the Employer may, upon thirty (30) days written notice to the Union, terminate the services of any such Arbitrator(s).

Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take any action necessary to secure such award including but not limited to suits at law. Should either party bring such suit it shall be entitled, if it succeeds, to receive from the other party all expenses for counsel fees and court costs.

In any proceeding to confirm an award, service may be made by registered or certified mail within or without the State of New York as the case may be.

Grievants attending grievances and arbitrations shall be paid their regularly scheduled hours during such attendance.

If the Union requires an employee of the building to be a witness at the hearing and the Employer adjourns the hearing, the employee witness shall be paid by the Employer for his regularly scheduled hours during attendance at such hearing. This provision shall be limited to one employee witness.

Nothing in this Agreement shall preclude deferral where the National Labor Relations Action ("NLRA") provides for deferral.

## **ARTICLE VI – Sale or Transfer of Building**

1. (a) In any case of any sale, lease, transfer or assignment of control, occupancy or operation of the premises (hereinafter referred to as "transfer") the Employer shall give the Union two (2) weeks' written notice prior to the effect date thereof; the Employer, be the seller, lessor,

transferor, assignor or otherwise, shall, as a condition of the transfer require the transferee to agree in writing to adopt this Agreement and offer employment to all employees of the Employer. Without in any way limiting the other rights and remedies of the Union, anyone failing to adhere to the foregoing provisions shall pay, in addition to such further damages as may be found by the Arbitrator, six (6) months' pay for the benefit of the employees as liquidated damages to them.

(b) In the event of a transfer of the building at any time during which a subcontract exists for work covered by this Agreement, the transferor shall require the transferee, as a condition of the transfer, to adopt the provisions of this Agreement with respect to the subcontracted work and become bound by the provisions of Articles I and VII of this agreement. In the event that any transferee during the period of subcontracting shall fail to become a party to this agreement as aforesaid, the Union, in addition to the other remedies provided herein, upon three (3) days oral or written notice to the Employer, may cancel Article IV of this Agreement, and then engage in any work stoppage, strike or picketing, without thereby causing a termination of any other provisions of this Agreement, until an agreement is concluded.

(c) Upon the expiration date of this Agreement as set forth in Article VIII, Section 1, this Agreement shall thereafter continue in full force and effect for an extended period until a successor agreement shall have been executed. During the extended period, all terms and conditions hereof shall be in effect including subject to the provisions of this paragraph, the provision of this Article VI, Section 1 (a), (b), and (c). During the extended period, the Employer shall negotiate for a successor agreement retroactive to the expiration date, and all benefits and improvements in such successor agreement shall be so retroactive, if such agreement shall so provide. In the event the parties are unable to agree upon terms of a successor agreement, the Union, upon three (3) days oral or written notice to the Employer, may cancel Article IV of this Agreement, and then engage in any work stoppage, strike or picketing, without thereby causing a termination of any other provision of this agreement, until the successor agreement is concluded.

In the event of a transfer during the extended period, the Employer shall comply with Article VI, Section 1 (a), (b), and (c) of this Agreement and subject to provisions of this Article negotiations shall continue with the transferee Employer, in the event the transferee shall not agree to make benefits or improvements retroactive to the expiration date hereof as set forth in Article VIII, Section 1, then, whether or not adjustments have been made therefor at the closing, the Employer shall pay the value or amount of all improvements in benefits, wages and working conditions, from the expiration date to the date of closing, in the amount agreed to by such transferee Employer.

2. Nothing herein contained shall be deemed to limit or diminish in any way the Union's right to enforce this Agreement against any transferee pursuant to applicable law concerning rules of successorship or otherwise; nor limit or diminish in any way the Union's or any employee's right to institute proceedings pursuant to the provisions of State or Federal labor relations laws, or any statutes, rules or regulations which may be applicable.

3. Any transferee who has failed to adopt this Agreement pursuant to the provisions of Section 1 of this Article VI by reason of such transferee's lack of knowledge of the requirements thereof may within twenty (20) days after the date of transfer adopt this Agreement provided that, prior to the date of such adoption, there has been no layoff or reduction in force, and that such adoption is retroactive to the date of transfer of title or control.



4. Where a building is acquired by a public authority of any nature through condemnation, purchase or otherwise, the last owner shall guarantee the payment of termination pay and of accrued vacations due to the employees up to the date of transfer of title. The Union will, however, seek to have such authority assume the obligations for payments. If unsuccessful and the last owner becomes liable for such payment, the amounts thereof shall be liens upon any condemnation award or on any amount received by such last owner.

5. This Agreement shall be binding and inure to the benefit of all successors, transferees or assignees of the parties.

### **ARTICLE VII – Subcontracting**

1. The Employer shall not make any agreement or arrangement for the performance of work and/or for the categories of work heretofore performed by employees covered by this Agreement except within the provisions and limitations set forth below.

2. The Employer or contractor shall give advance written notice to the Union at least three (3) weeks prior to the effective date of its contracting for services, or changing contractors, indicating name and address of the contractor. The contractor, within three (3) business days of notice of its cancellation, shall so notify the Union in writing.

3. The Employer shall require the contractor to retain all bargaining unit employees working at the locations at the time the contract was awarded and to maintain the existing wage and benefit structure.

The Employer agrees that employees then engaged in the work which is contracted out shall become employees of the initial contractor or any successor contractor, and agrees to employ or re-employ the employees working for the contractor when the contract is terminated or cancelled. This provision shall not be construed to prevent termination of any employee's employment under other provisions of this Agreement relating to illness, retirement, resignation, discharge for cause, or layoff by reason of reduction of force; however, a contractor may not reduce force or change the work schedule without first obtaining written consent from the Union.

With respect to all jobs contracted for by the Employer where members of the Union were employed when the contract was acquired, it is agreed that the Employer shall retain at least the same number of employees, the same employees, under the same work schedule, and assignments including starting and quitting times of each employee.

The Employer shall be liable severally and jointly with the contractor, for any and all damages sustained by the employees including any unpaid Health, Pension, Training, Legal, and SRSP Fund contributions.

4. This Article and Article VI are intended to be work preservation provisions for the employees employed in a particular building and to categories of employees to the extent that such categories of employees are "fairly claimable" by the Union within existing National Labor Relations Board case law. In the event that the application of this Article or Article VI, or any part

thereof, is held to be in violation of law, then this Article or Article VI, or any part thereof, shall remain applicable to the extent permitted by law.

### **ARTICLE VIII – Term of Agreement**

1. This Agreement shall be effective June 21, 2018 through June 20, 2022.

### **ARTICLE IX – Building Classifications; Wages and Hours**

#### **A. Building Classifications**

1. (a) Class A buildings are buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$4000 a room;

(b) Class B buildings are buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$2,000 a room, and not over \$4,000 a room;

(c) Class C buildings are buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of \$2,000 or less a room;

(d) All non-publicly financed buildings now or in the future, owned cooperatively or in condominium shall be classified Class A and wages shall be increased accordingly.

2. In classifying buildings completed and opened for occupancy after levying of the 1935 assessment, the first year of assessment shall control. Where a building is newly erected or remodeled and open for occupancy after June 21, 2003, and where its proper classification as finally determined indicates that the employees had been paid wages lower than required under said classification, employees shall be paid retroactively all amounts they would have received under proper classification.

3. In calculating the number of rooms, a room shall be considered to be a rentable room enclosed by four walls, with a door and also a window facing a street, court, areaway or airshaft.

4. Bathrooms shall not be counted as rooms except in apartments of three rooms or less, where the bathrooms shall be counted as half-rooms, but this provision shall not cause a revision of existing classification.

5. Rooms occupied by the superintendent and servants, if above cellar or basement level, shall be included in the total number of rooms.

6. Where stores are on the ground floor, the number of rooms on that floor shall be considered to be the same number, less three, as on a typical floor.

7. When eighty percent (80%) of a building's area and total number of units are charged to commercial and/or professional occupancy, it shall be considered a commercial building no longer covered under this Agreement, but shall be covered under the applicable Commercial Building Agreement.

8. No building service employee may be employed in any building, except within a tenant's apartment, save by the Employer, without the Union's consent.

**B. Wages and Hours**

1. Effective June 21, 2018 each employee covered hereunder shall receive a wage increase of \$20.50 per week (\$0.5125 for each regular straight time hour worked); handypersons shall receive a wage increase of \$22.50 per week (\$0.5625 for each regular straight time hour worked); and superintendents shall receive a weekly wage increase of \$23.50 per week (\$0.5875 for each regular straight time hour worked).

Additionally, the minimum weekly rate differentials for handypersons, including all employees doing similar or comparable work by whatever title known, shall be increased by two dollars (\$2.00) per week and each such employee shall receive a wage increase in an amount necessary to bring them up to the new contract minimum.

Minimum wages for a standard workweek shall then be

	Class "A"	Class "B"	Class "C"
Handyperson . . . . .	\$1,046.93	\$1,044.62	\$1,042.31
Other . . . . .	\$ 943.93	\$ 941.62	\$ 939.31

2. Effective June 21, 2019 each employee covered hereunder shall receive a wage increase of \$22.00 per week (\$0.55 for each regular straight time hour worked); handypersons shall receive a wage increase of \$24.00 per week (\$0.60 for each regular straight time hour worked); and superintendents shall receive a weekly wage increase of \$25.00 per week (\$0.625 for each regular straight time hour worked).

Additionally, the minimum weekly rate differentials for handypersons, including all employees doing similar or comparable work by whatever title known, shall be increased by two dollars (\$2.00) per week and each such employee shall receive a wage increase in an amount necessary to bring them up to the new contract minimum.

Minimum wages for a standard workweek shall then be

	Class "A"	Class "B"	Class "C"
Handyperson . . . . .	\$1,070.93	\$1,068.62	\$1,066.31
Other . . . . .	\$ 965.93	\$ 963.62	\$ 961.31

3. Effective June 21, 2020 each employee covered hereunder shall receive a wage increase of \$22.00 per week (\$0.55 for each regular straight time hour worked); handypersons shall receive a wage increase of \$24.00 per week (\$0.60 for each regular straight time hour

worked); and superintendents shall receive a weekly wage increase of \$25.00 per week (\$0.625 for each regular straight time hour worked).

Additionally, the minimum weekly rate differentials for handypersons, including all employees doing similar or comparable work by whatever title known, shall be increased by two dollars (\$2.00) per week and each such employee shall receive a wage increase in an amount necessary to bring them up to the new contract minimum.

Minimum wages for a standard workweek shall then be

	Class "A"	Class "B"	Class "C"
Handyperson . . . . .	\$1,094.93	\$1,092.62	\$1,090.31
Other . . . . .	\$ 987.93	\$ 985.62	\$ 983.31

4. Effective June 21, 2021 each employee covered hereunder shall receive a wage increase of \$22.00 per week (\$0.55 for each regular straight time hour worked); handypersons shall receive a wage increase of \$24.00 per week (\$0.60 for each regular straight time hour worked); and superintendents shall receive a weekly wage increase of \$25.00 per week (\$0.625 for each regular straight time hour worked).

Additionally, the minimum weekly rate differentials for handypersons, including all employees doing similar or comparable work by whatever title known, shall be increased by two dollars (\$2.00) per week and each such employee shall receive a wage increase in an amount necessary to bring them up to the new contract minimum.

Minimum wages for a standard workweek shall then be

	Class "A"	Class "B"	Class "C"
Handyperson . . . . .	\$1,118.93	\$1,116.62	\$1,114.31
Other . . . . .	\$1,009.93	\$1,007.62	\$1,005.31

5. The Union and the RAB presently have an agreement in the 2018 Long Island Apartment Building Agreement which provides for cost of living adjustments effective June 21, 2019, June 21, 2020, and June 21, 2021. It is understood that if any increase is due pursuant to the formula listed below, the employee(s) covered by this Agreement shall receive the same dollar amount effective June 21, 2019, June 21, 2020 and June 21, 2021.

(1) Effective June 21, 2019, in the event that the percentage increase in the cost of living (Consumer Price Index for the City of New York-Metropolitan Area (New York-New Jersey) Urban Wage Earners and Clerical Workers) from February 2018 to February 2019, exceeds 6.5%, then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6.5% shall be granted effective for the first full work week commencing after June 21, 2019. In no event shall said increase pursuant to this provision exceed \$.20 per hour. In computing increases in the cost of living above 6.5%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minima.

(2) Effective June 21, 2020, in the event that the percentage increase in the cost of living (Consumer Price Index for the City of New York-Metropolitan Area (New York-New Jersey) Urban Wage Earners and Clerical Workers) from February 2019 to February 2020, exceeds 6%, then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6% shall be granted effective for the first full work week commencing after June 21, 2020. In no event shall said increase pursuant to this provision exceed \$.20 per hour. In computing increases in the cost of living above 6%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minima.

(3) Effective June 21, 2021, in the event that the percentage increase in the cost of living (Consumer Price Index for the City of New York – Metropolitan Area (New York-New Jersey) Urban Wage Earners and Clerical Workers) from February 2020 to February 2021 exceeds 6%, then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6% shall be granted effective for the first full work week commencing after June 21, 2021. In no event shall said increase pursuant to this provision exceed \$.20 per hour. In computing increases in the cost of living above 6%, less than 0.5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minimum.

6. (a) The standard workweek shall consist of five (5) days of eight (8) hours each but the two days off in such standard workweek need not be consecutive, except as provided in Article II, Section 3, hereof.

Overtime at the rate of time and one-half the regular straight-time hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or of forty (40) hours per week, whichever is greater. There shall be no split shifts. A paid holiday shall be considered as a day worked for the purpose of computing overtime pay. The straight-time hourly rate shall be computed by dividing the weekly wage by the number of hours in the standard workweek.

(b) Luncheon recess shall not be less than forty-five (45) minutes or more than one (1) hour and no employee shall be required to take time off in any workday in excess of one hour for lunch recess without having such time charged against the Employer at working time.

(c) Every employee shall be entitled to two (2) days off in each workweek. Any work performed on such days shall be considered overtime and paid for at time and one-half.

(d) No regular full-time employee shall have his regular working hours as set forth above reduced below the standard workweek in order to effect a corresponding reduction in pay. No replacement employee may be hired for fewer hours than the employee he is replacing.

7. Except for required relief periods and luncheon recess, hours of work in each day shall be continuous and no employee shall be required to take a relief period or time off in any day in excess of the required relief periods and said luncheon recess, without having said excess relief period or time all charge as working time.
8. Any employee called in to work by the Employer for any time not consecutive with his regular schedule shall be paid for at least for (4) hours of overtime.

9. Any employee who spends one full week or more performing work in a higher paying category shall receive the higher rate of pay for such service.
10. Employees required to work overtime shall be paid at least one hour at the overtime rate, except for employees working overtime due to absenteeism or lateness.
11. Any employee who has worked eight (8) hours in one day and is required to work at least four (4) hours of overtime in that day shall be given a \$15.00 meal allowance.
12. No overtime shall be given for disciplinary purposes. An Employer shall not require an employee to work an excessive amount of overtime.
13. The Employer agrees to use its best efforts to provide a minimum of sixteen (16) hours off between shifts for employees.

### **ARTICLE X – General Clauses**

1. DIFFERENTIALS– Existing wage differentials among classes of workers within a building shall be maintained. It is recognized that differentials other than those herein required may arise or exist because of wages above the minimum required by this Agreement. No change in such differentials shall be considered a violation of this Agreement unless it appears that it results from an attempt to break down the wage structure for the building. Where an obvious inequity exists because of an employee's regular application of specialized abilities in his work, the amount or correctness of the differential may be determined by arbitration.

Notwithstanding the above, it is understood that licensed engineers covered under the Agreement shall receive the same wages and benefits as paid to engineers under the Realty Advisory Board (RAB) Agreement covering licensed engineers in New York City except the pension, health, legal and training fund contributions shall continue to be paid under the terms of the Agreement.

2. PYRAMIDING– There shall be no pyramiding of overtime pay, sick pay, holiday pay or any other premium pay. If more than one of the aforesaid are applicable, compensation shall be computed on the basis of the greatest amount.

3. HOLIDAYS– The following are the recognized contract holidays:

<u>Holiday</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
New Year's Day		Tues, Jan 1	Wed, Jan 1	Fri, Jan 1	Fri, Dec 31, 2021
MLK Day		Mon, Jan 21	Mon, Jan 20	Mon, Jan 18	Mon, Dec 17
President's Day		Mon, Feb 18	Mon, Feb 17	Mon, Feb 15	Mon, Feb 21
Good Friday		Fri, April 19	Fri, April 10	Fri, April 2	Fri, April 15
Memorial Day		Mon, May 27	Mon, May 25	Mon, May 31	Mon, May 30
Independence Day	Wed, July 4	Thurs, July 4	Fri, July 3	Mon, July 5	
Labor Day	Mon, Sept 3	Mon, Sept 2	Mon, Sept 7	Mon, Sept 6	
Columbus Day	Mon, Oct 8	Mon, Oct 14	Mon, Oct 12	Mon, Oct 11	
Election Day	Tues, Nov 6	Tues, Nov 5	Tues, Nov 3	Tues, Nov 2	
Thanksgiving Day	Thurs, Nov 22	Thurs, Nov 28	Thurs, Nov 26	Thurs, Nov 25	
Christmas Day	Tues, Dec 25	Wed, Dec 25	Fri, Dec 25	Fri, Dec 24	

**NOTE:** Lincoln's Birthday was recognized as a contract holiday in 2018 and beginning in 2019 will be converted to an additional personal day. Washington's Birthday will be celebrated on President's Day.

The Employer shall post a holiday schedule on the bulletin board and it shall remain posted throughout the year.

Employees shall receive their straight-time pay for said holidays and in addition thereto all work required to be performed on any of said holidays shall be paid for at time and one-half as such. Any employee required to work on a holiday shall receive at least eight (8) hours pay for such work at the holiday rate of pay (in addition to the eight (8) hours pay he receives for such holiday as such) even though he is not required to work eight (8) hours. All hours worked over eight (8) hours on such a holiday shall be paid for at two and one-half times his regular rate of pay.

Any regular full-time employee ill in any payroll week in which a holiday falls shall receive holiday pay or one day off if he worked at least one day during said payroll week.

Any regular full-time employee whose regular day off, or one of who regular days off falls on a holiday, shall receive an additional day's pay, or at the option of the Employer, shall receive an extra day off within ten (10) days immediately before or after the holiday. If the employee receives the extra day off before the holiday and his employment is terminated for any reason, he need not compensate the Employer for that day.

4. **PERSONAL DAYS** – All employees shall receive a personal day in each contract year. Effective January 1, 2019, all employees shall receive two personal days, the additional day as a result of the conversion of Lincoln's Birthday Holiday. This personal day is in addition to the holidays listed in paragraph 3 above. The personal day shall be scheduled in accordance with the following provision:

Employees may select such day off on five (5) days' notice to the Employer provided such selection does not result in a reduction of employees in the building below 75% of the normal work staff. Such selection shall be made in accordance with seniority.

5. **VOTING TIME**– Election Day is a recognized holiday and any employee required to work on Election Day, and who gives legal notice, shall be allowed two (2) hours off, such hours to be designated by the Employer, while the polls are open. Said two (2) hours shall be included in the eight (8) hour day for which such employee receives his regular straight-time idle pay, but shall not be considered hours actually worked for the purpose of premium pay.

6. **SCHEDULES**– Overtime, Sunday and holiday work shall be evenly distributed so far as is compatible with efficient building operation, except where Sunday is a regular part of the workweek.

7. **RELIEF EMPLOYEES**– Relief or part-time employees shall be paid the same hourly rate as full-time employees in the same occupational classification.

8. METHOD OF PAYMENT OF WAGES– All wages, including overtime, shall be paid weekly in cash or by check with an itemized statement of payroll deductions. If a regular payday falls on a holiday, employees shall be paid on the preceding day.

Employees paid by check who work during regular banking hours shall be given reasonable time to cash their checks exclusive of their break and lunch period. The Employer shall make suitable arrangements at a convenient bank for such check cashing.

In the event an Employer's check to an employee for wages is returned due to insufficient funds on a bona fide basis twice within a year's period, the Employer shall be required to pay all employees by cash or certified check.

The Employer may require, at no cost to the employee, that an employee's check be electronically deposited at the employee's designated bank or a paycheck card may be utilized. The Union shall be notified by the Employer of this arrangement.

#### 9. LEAVE OF ABSENCE AND PREGNANCY LEAVE–

(a) Once during the term of this Agreement, upon written application to the Employer and the Union, a regular employee (excluding a working Superintendent) who has been employed in the building for five (5) years or more shall be granted a leave of absence for illness or injury not to exceed six (6) months.

The leaves of absence outlined above are subject to an extension not exceeding six (6) months in the case of a bona fide inability to work whether or not covered by the New York State Workers' Compensation Law or New York State Disability Benefits Law. When such employee is physically and mentally able to resume work, that employee shall on one (1) week's prior notice to the Employer be then reemployed with no seniority loss.

In cases involving on-the-job injuries, employees who are on medical leave for more than one year may be entitled to return to the jobs if there is good cause shown.

(b) Employees with less than five (5) years but at least two (2) years shall be granted a leave of absence for illness or injury for a period not exceeding a hundred and twenty (120) days.

(c) In buildings where there are more than four (4) employees, an employee shall be entitled to a four (4) week leave of absence without pay for paternity/maternity leave. The leave must be taken immediately following the birth or adoption of the child.

In cases of pregnancy, it shall be treated as any other disability suffered by an employee in accordance with applicable law.

(d) Once in every five (5) years, upon six (6) weeks written application to the Employer, a regular employee (excluding a working Superintendent) who has been employed at the building for five (5) years or more shall be granted a leave of absence for personal reasons not to exceed four (4) months. Upon his return to work he shall be reemployed with no loss of seniority. Any time limitation with regard to the six (6) weeks written application shall be waived in cases where an emergency leave of absence is required.



(e) Any employee requesting a personal leave of absence shall be covered for health benefits during the period of the leave, provided the employee requests health coverage while on leave of absence and pays the Employer in advance for the cost of same.

(f) Any employee on leave due to workers' compensation or disability shall continue to be covered for health benefits without the necessity of payment to the Employer in accordance with General Clause 39, Paragraph A, Sub-paragraph 1.

(g) Employers shall provide family leave in accordance with the coverage and requirements of the NYS Paid Family Leave ("NYSPFL") Law. Any Employer who is required by law to comply with the provisions of the Family and Medical Leave Act (FMLA) shall comply with the requirements of said acts. All leaves under prior paragraphs in this section will run concurrently with applicable FMLA leave, applicable NYSPFL leave and/or applicable State of local law requirements.

10. VACATIONS and VACATION RELIEF EMPLOYEES– (a) Every employee employed with substantial continuity in any building or by the same Employer shall receive each year a vacation with pay as follows:

Employees who have worked 6 months.....	3 working days
Employees who have worked 1 year.....	2 weeks
Employees who have worked 5 years.....	3 weeks
Employees who have worked 15 years.....	4 weeks
Employees who have worked 21 years.....	21 working days
Employees who have worked 22 years.....	22 working days
Employees who have worked 23 years.....	23 working days
Employees who have worked 24 years.....	24 working days
Employees who have worked 25 years.....	5 weeks

Length of employment for vacation shall be based upon the amount of vacation that an employee would be entitled to on September 15<sup>th</sup> of the year in which the vacation is given, subject to negotiation and arbitration where the result is unreasonable.

Part-time employees regularly employed shall receive proportionate vacation allowances based on the average number of hours per week they are employed.

Firemen, who have worked substantially one (1) firing season in the same building or by the same Employer, when laid off, shall be paid at least three (3) days' wages in lieu of vacation.

Firemen who have been employed more than one (1) firing season in the same building or by the same Employer shall be considered as full-time employees in computing vacations.

Regular days off and holidays falling during the vacation period shall not be counted as vacation days. If a holiday falls during the employee's vacation period, he shall receive an additional day's pay therefore, or at the Employer's option, an extra day off within ten (10) days immediately preceding or succeeding his vacation.

Vacation wages shall be paid prior to the vacation period unless otherwise requested by the employee, who is entitled to actual vacation time and cannot instead be required to accept money.

Any Employer who fails to pay vacation pay in accordance with this provision where the vacation has been regularly scheduled shall pay an additional two (2) days' pay for each vacation week due at that time.

Employee's regularly working overtime shall not suffer any reduction in wages while being paid or scheduled for vacation time.

When compatible with proper building operation, choice of vacation periods shall be according to seniority, and confined to the period beginning May 1st and ending September 15th of each year. These dates may be changed, and the third vacation week taken at a separate time by mutual consent of the Employer and employee.

The fourth and fifth week of vacation may, at the Employer's option, be scheduled upon two (2) weeks' notice to the employee, for a week or two weeks (which may not be split) other than the period when he takes the rest of his vacation.

Any employee, leaving his job for any reason, shall be entitled to a vacation accrual allowance, computed on his length of service as provided in the vacation schedule based on the elapsed period from the previous September 16<sup>th</sup> (or from the date of his employment if later employed) to the date of his leaving. Any employee who has received a vacation during the previous vacation period (May 1<sup>st</sup> through September 15<sup>th</sup>) and who leaves his job during the next vacation period shall be entitled to full vacation accrual allowances instead of on the basis of the elapsed time period from the previous September 16<sup>th</sup>.

No employee leaving his job of his own accord shall be entitled to accrued vacation pay unless he gives five (5) working days' termination notice. Any employee who has received no vacation and has worked at least six (6) months before leaving his job shall be entitled to vacation accrual allowance equal to the vacation allowances provided above.

The Employer shall be responsible for payment of vacation pay required under this Agreement regardless of vacation credits which may have accrued prior to the Employer taking over the building. In the event that the Employer terminates its Employer-employee relationship under this Agreement and the successor Employer does not have an agreement with the Union providing for at least the same vacation benefits, the Employer shall be responsible for all accrued vacation benefits.

(b) A person hired solely for the purpose of relieving employees for vacation shall be paid 60% of the minimum applicable regular hourly wage rate. Should a vacation relief employee continue to be employed beyond five (5) months, such employee shall be paid the wage rate of a new hire or experienced person, as the case may be. If a vacation replacement is hired for a permanent position immediately after working as a vacation replacement, such employee shall be credited with time worked as a vacation replacement toward completion of the 42-month period required to achieve the full rate of pay under the "New Hires" provision.

In the event that the Arbitrator finds that an Employer is using this rate as a subterfuge, such Arbitrator may, among other remedies, award full pay from the date of employment at the applicable hiring rate.

Vacation relief persons are not eligible for 32BJ Benefit Fund Coverage.

11. DAY OF REST– Each employee shall receive at least one (1) day of rest every seven (7) days.

12. UNIFORMS AND OTHER APPAREL– Uniforms and work clothes, where they have been required by the employer or where necessary on the job, shall be supplied and maintained by the Employer. All uniforms shall be appropriate for the season. Where the Employer does not require uniforms, the employees shall be free to wear suitable clothing of their choice.

Employees doing outside work shall be furnished adequate wearing apparel for the purpose.

In buildings of 500,000 square feet or more, the Employer shall be required to furnish uniforms and work clothes.

13. FIRST AID KIT– An adequate and complete first aid kit shall be supplied and maintained by the Employer in a place readily available to all employees.

14. FIRE AND FLOOD– Employees shall be reimbursed for loss of personal property caused by fire or flood in the building.

15. EYEGLASSES AND UNION INSIGNIA–Employees may wear eyeglasses and the Union insignia while on duty.

16. BULLETIN BOARD– A bulletin board shall be furnished by the Employer exclusively for Union announcements and notices of meetings.

17. SANITARY ARRANGEMENTS– Adequate sanitary arrangements shall be maintained in every building and individual locker and key thereto and rest room key, where rest room is provided, and soap, towels and washing facilities shall be furnished by the Employer for all employees. The restroom and locker room shall be for the sole use of employees servicing and maintaining the building.

18. REPLACEMENTS, VACATION REPLACEMENT, PROMOTIONS, VACANCIES, TRIAL PERIOD, SENIORITY and NEWLY HIRED EMPLOYEES-

(a) In filling vacancies or newly created positions in the bargaining unit, preference shall be given to those employees already employed in the building, based upon the employee's seniority, but training, ability, efficiency, appearance and personality for a particular job, shall also be considered.

All vacancies and newly created positions shall be subject to a posting in the respective building for a period of seven (7) calendar days so that bargaining unit employees can express an interest in filing the position. In buildings where the Employer employs fifteen (15) or more employees, if the filing of the initially posted vacancy or newly created position causes another vacancy, that vacancy shall be subject to a posting in the building. Any subsequent vacancy caused by the filling of a posted position shall not be required to be posted before being filled.

If a present employee cannot fill the job vacancy, the Employer must fill the vacancy in accordance with the other terms of this Agreement.

In the event that a new classification is created in a building, the Employer shall negotiate with the Union a wage rate for the classification.

There shall be a trial period for all newly hired employees for sixty (60) days except as provided for Superintendents in Article X paragraph 45.

Anyone employed as a vacation replacement, extra or contingent with substantial regularity for a period of four (4) months or more shall receive preferences for steady employment, other considerations being equal.

In case of layoffs due to reduction of force, departmental seniority shall be followed, except as provided in Article X, paragraph 20(c) below, with due consideration for the efficiency and special needs of the department.

In filling vacancies or newly created positions the wages shall be those prevailing and in force in the building for similar work, excluding extra pay attributable to years of service or special consideration beyond the requirements of the job which the replacement is not qualified to meet.

If there is no similar work in the building the new employee shall receive a fair starting wage. The seniority date for all positions under the Agreement shall be the date the employee commenced working in the building for the agent and/or owner regardless of whether there is a collective bargaining agreement and regardless of the type of work performed by the employee.

(b) A "New Hire" 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 percent (85%) of the applicable minimum regular hourly wage rate for the twenty-second (22<sup>nd</sup>) through forty-second (42<sup>nd</sup>) month of employment. Upon completion of forty-two (42) months of employment, such employees shall be paid the full minimum wage rate.

For purposes of this provision, forty-two (42) months of employment shall include each month (counting portions of a month in excess of fifteen (15) days as a full month but excluding employment as a vacation relief unless such vacation relief work immediately precedes permanent hire as noted in Section 10(b) above) that a New Hire worked in the New York City Building

Industry (“Industry”) during the twenty-four (24) months immediately preceding the date of hire by the Employer.

This provision shall not apply to any experienced employee (“Experienced Employee”) who was employed in the New York City and/or Long Island Building Service Industry (“Industry”) as of June 20, 1997. Any employee who was employed in the Industry as of June 20, 1997 shall be considered an “Experienced Employee.” An Experienced Employee shall receive the full minimum rate from the date of hire.

There shall be no Employer contributions to the Building Service Pension Fund on behalf of any New Hire employed in the category of “Other” during the first year of employment. Employer contributions for employees described above shall be required commencing on the first day of the month following the employee’s completion of twelve (12) calendar months of employment with the Employer, less the number of calendar months (counting portions of a month in excess of fifteen (15) days as a full month) worked in the Industry during the preceding two (2) years (excluding employment as a vacation relief unless such vacation relief work immediately precedes permanent hire as noted in Section 10(b) above).

There shall be no Employer contributions to the Supplemental Retirement and Savings Fund on behalf of any New Hire employed in the category of “Other” during the first two (2) years of employment. Employer contributions for employees described above shall be required commencing on the first day of the month following the employee’s completion of twenty-four (24) calendar months of employment with the Employer, less the number of calendar months (counting portions of a month in excess of fifteen (15) days as a full month) worked in the Industry during the preceding two (2) years (excluding employment as a vacation relief unless such vacation relief work immediately precedes permanent hire as noted in Section 10(b) above).

Contributions to the Building Service Pension and Supplemental Retirement and Savings Funds shall commence after three (3) months of employment for employees hired in job categories other than “Other” and Experienced Employees (those employed in the Industry as of June 20, 1997).

No experienced employee may be terminated or denied employment for the purpose of discrimination on the basis of his/her compensation and/or benefits.

The Union may grieve such discrimination in accordance with the grievance and arbitration provisions of the Agreement (Article V).

If the arbitrator determines an experienced employee has been terminated or denied employment because of such discrimination, the arbitrator shall:

(1) In case of termination – reinstate the experienced employee with full back pay and all benefits retroactive to the date of experienced employee’s discharge.

(2) In case of failure to hire – If the Arbitrator determines that an experienced employee was not given preference for employment absent good cause, he or she shall direct the Employer to hire the experienced employee with full back pay and benefits retroactive to date of denial of hire.

19. REDUCING FORCE, RECALL, JOB VACANCY AND AGENCY FEE– (a) If the Employer contemplates reducing force, he is required to give the employee(s) and the Union four (4) weeks' advance written notice of layoff or discharge; provided, however, that where an employee occupies living space in the building, the Employer shall give the employee thirty (30) days' written notice. The Employer must receive written consent from the Union before any reduction in force is put into effect.

(b) Any employee who has been employed for one (1) year or more with the same agent, owner, Employer or contractor, or in the same building, and who is laid off, shall have the right of recall, provided that the period of lay-off of such employee does not exceed six (6) months. Recall shall be in order of laid off employee's seniority, i.e., the most recently terminated employee shall have the first right of recall.

The Employer shall notify by certified mail, return receipt requested, the last qualified laid off employee at his last known address, of any job vacancy and a copy of this notice shall be sent to the Union. The employee shall then be given seven (7) days from the date of mailing of the letter in which to express in person or by registered or certified mail his desire to accept the available job. In the event any employee does not accept recall successive notice shall be sent to qualified employees until the list of qualified employees is exhausted. Upon re-employment, full seniority status less period of lay-off shall be credited to the employer. Any employee who received termination pay and is subsequently rehired shall retain said termination pay and for purpose of future termination pay shall receive the difference between what he has received and what he is entitled to if subsequently terminated at a future date.

Further, in the event an Employer or agent has a job vacancy in a building where there are no qualified employees on lay-off status, the Employer or agent shall use its best efforts to fill the job vacancy from qualified employees of the Employer or agent who are on lay-off status from other buildings.

(c) Upon the occurrence of any job vacancy not filled by current employees of the Employer or employees recalled pursuant to other provisions of this Agreement, the Employer shall notify the Union and the New York State Employment Bureau (NYSEB) two (2) weeks prior to the existence of a vacancy. Such notice shall be confirmed in writing. In the event the Employer does not have two (2) weeks' notice, it shall notify the Union and the NYSEB upon notice of the vacancy. The NYSEB or the Union shall refer qualified applicants to such a vacancy within three (3) working days of the request, or shorter periods in case of emergencies. If the NYSEB or the Union is unable to refer qualified applicants satisfactory to the Employer within three (3) working days, or such shorter period required by an emergency, the Employer shall be free to hire in the open market.

(d) In the event the Union establishes a hiring hall during the life of this Agreement, any procedures established between the RAB and the Union shall apply to the parties hereto. No employee shall be employed through a fee charging agency unless the Employer pays the full fee.

20. TERMINATION PAY—

(a) In case of termination of employment because of the employee's (excluding a working Superintendent) physical or mental inability to perform his duties, he shall receive in addition to accrued vacation, termination pay according to service in the building or with the same owner, whichever is greater as follows:

Employees with	Pay:
5 but less than 10 years.....	1 week's wages
10 but less than 12 years.....	2 weeks' wages
12 but less than 15 years.....	3 weeks' wages
15 but less than 17 years.....	6 weeks' wages
17 but less than 20 years.....	7 weeks' wages
20 but less than 25 years.....	8 weeks' wages
25 years or more.....	10 weeks' wages

Termination pay is available if an Employee, other than a working Superintendent, is terminated or resigns because the Employee is disabled, which is defined as submitting to the Employer a valid certification of disability from the Social Security Administration.

(b) In case of termination of employment for any reason other than just cause or in accordance with paragraph (a) above, the employer shall receive, in addition to his accrued vacation, termination pay according to years of service in the building or with the same owner, whichever is greater, as follows:

Employees with	Pay:
0-5 years.....	1 week's wages
5 but less than 10 years.....	2 weeks' wages
10 but less than 12 years.....	4 weeks' wages
12 but less than 15 years.....	5 weeks' wages
15 but less than 17 years.....	7 weeks' wages
17 but less than 20 years.....	8 weeks' wages
20 but less than 22 years.....	9 weeks' wages
22 but less than 25 years.....	10 weeks' wages
25 years or more.....	11 weeks' wages

(c) The right to accept termination pay and resign where there has been a reduction in force shall be determined by seniority, and notice of an intended layoff shall be posted in the building.

If no senior employee wishes to exercise his rights under this provision, the least senior employee or employees shall be terminated and shall receive any applicable termination pay.

(d) “Week’s pay” in the above paragraph means the regular straight-time weekly pay at the time of termination. If the Employer offers part-time employment to the employee entitled to termination pay, he shall be entitled to termination pay for the period of his full-time employment, and if he accepts such part-time employment, he shall be considered a new employee for all purposes. Where an employee was placed on a part-time basis or suffered a pay reduction because of a change in his work category prior to May 21, 1967, and did not receive termination pay based upon his former pay, “week’s pay” shall be determined by agreement, or through grievance and arbitration.

(e) Any employee accepting termination pay who is re-hired in the same building or with the same Employer shall be considered a new employee for all purposes except as provided in the Recall clause.

(f) For the purposes of this section, sale or transfer of a building shall not be considered a termination of employment so long as the employer or employees are hired by the purchaser or transferee, in which case they shall retain their building seniority for all purposes.

21. TOOLS, PERMITS, FINES, & LEGAL ASSISTANCE– All tools, of which the Superintendent shall keep an accurate inventory, shall be supplied by the Employer. The Employer shall continue to maintain and replace any special tools or tools damaged during ordinary performance of work but shall not be obligated to replace “regular” tools if lost or stolen. The Employer shall bear the expense of securing or renewing permits, licenses or certificates for specific equipment located on the Employer’s premises, and who will pay fines and employees’ applicable wages for required time spent for the violation of any codes, ordinances, administrative regulations or statutes, except any resulting from the employees’ gross negligence or willful disobedience.

The Employer shall supply legal assistance where required to employees who are served with summons regarding building violations.

22. MILITARY SERVICE– All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

The Employer and the Union will cooperate to achieve the objectives of this provision. They shall also consider the institution of plans to provide training of employees to improve their skills and enter into employment in the industry.

23. NO DISCRIMINATION– There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, sexual orientation, union membership, or any characteristic protected by law. Any disputes under this provision shall be subject to the grievance and arbitration procedure (Article V). Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.



The parties hereby reaffirm their long-standing mutual commitment to prevent harassment and discrimination in the workplace, including discrimination based on sex, gender, race, age, ethnicity, disability and any other legally protected categories. To that end, and in an effort to implement the parties' commitment, the parties mandate that the Diversity and Respect Committee ("the Committee") meet to discuss the prevention of discrimination and harassment in the residential building workplace, including through training of employees to prevent sexual and other forms of harassment, discrimination and retaliation in the workplace, and the elimination of adverse treatment that is the product of bias, whether conscious or unconscious. The parties intend that the training shall be no less extensive than that required by law (*see, e.g.*, the New York State law on training and other anti-sexual harassment measures). The parties recommend to the Trustees of the Thomas Shortman Training, Scholarship and Safety Fund ("the Fund") that Fund staff and the Fund's Curriculum Committee develop and provide anti-harassment, anti-discrimination, anti-bias and anti-retaliation training. Such training may be coordinated with the Fund's existing course offerings. The parties recognize that other entities – in addition to the Fund – will be engaged to provide this training. The parties intend that the curriculum and materials developed by the Fund be made available to such other entities.

The parties will continue the Committee's work (i) to study recruitment and retention issues for all under-represented groups, and (ii) to seek the continued prevention of sexual harassment in the residential industry.

24. EMPLOYEES' ROOM AND UTILITIES– Any employee occupying a room or apartment on the Employer's property, may be charged a reasonable rental therefore. If such an occupancy is a condition of his employment, the premises shall be adequate and properly maintained by the Employer, no rent shall be charged and the Employer shall provide normal gas and electric service and pay business telephone bills.

If the Employer terminates the service of an employee occupying living space in the building he shall give him thirty (30) days' written notice, except where there is a discharge for a serious breach of the employment contract.

The Employer's notice to the employee to vacate his apartment shall be considered held in abeyance and the effective date thereof considered postponed, if necessary, until the matter is adjusted or determined through grievance or arbitration.

25. DEFINITIONS– A handyperson differs from an elevator operator, porter, hall person, etc., because by training and experience, he or she possesses a certain amount of mechanical or technical skill and devotes more than fifty (50) percent of working time in a building to work involving such skill.

A guard is an employee whose function is to enforce rules to protect the property of the Employer or to protect the safety of persons on the Employer's premises and whose duties shall not include the work performed under any other classification covered by this Agreement.

Others include elevator operators, guards, doormen, porters, porter/watchpersons, watchpersons, security porters, security employees, fire safety directors, exterminators and all

other service employees employed in the building under the jurisdiction of the Union except Superintendents and handypersons.

All references to the male gender shall be deemed to include the female gender.

26. REQUIRED TRAINING PROGRAMS– The Employer shall compensate any employee now employed in a building for any time required for the employee to attend any instructions or training program in connection with the securing of any license, permit or certificate required by the Employer for the performance of duties in the building. Time spent shall be considered as time worked for the purpose of computing overtime pay.

The Thomas Shortman School shall establish, for new and existing employees, a “Quality of Life” training program which shall include, but not be limited to, tenant relations and appropriate conduct by residential employees.

27. GARNISHMENTS– No employee shall be discharged or laid off because of the service of an income execution, unless in accordance with applicable law.

28. DEATH IN THE FAMILY– A regular, full or part-time employee with at least one (1) year of employment in the building shall not be required to work for a maximum of five (5) days immediately following the death of his parent, mother-in-law or father-in-law, brother, sister, spouse or child, and shall be paid his regular, straight-time wages for any such five (5) days on which he was regularly scheduled to work or entitled to holiday pay.

With respect to grandparents, the Employer shall grant a paid day off on the day of the funeral if such day is a regularly scheduled workday.

29. UNION VISITATION– Any business agent or other duly authorized representative of the Union shall have access to the buildings or sites where union members are employed to determine whether the terms of this agreement are being complied with.

30. JURY DUTY– Employees who are required to qualify or serve on juries shall receive the difference between their regular rate of pay and the amount they receive for qualifying or serving on said jury with a maximum of two (2) weeks in any calendar year.

Pending receipt of the jury duty pay, the Employer shall pay the employee his regular pay on his scheduled payday. As soon as the employee receives the jury duty pay he shall reimburse his Employer by signing the jury duty paycheck over to the Employer.

Employees who serve on a jury shall not be required to work any shift during such day. If an employee is a weekend employee and assigned to jury duty, he shall not be required to work the weekend.

In order to receive jury duty pay, the employee must notify the Employer at least two (2) weeks before he is scheduled to serve.

If less notice is given by the employee, the notice provision regarding change in shift shall not apply.

31. SERVICE CENTER VISIT– Every regular full-time employee who has been employed in the building for one (1) year or more shall be entitled, upon one (1) weeks' notice to his Employer, to take one (1) day off in each calendar year at straight-time pay to visit the office of any one of the benefit funds for the purpose of conducting business at the benefit office.

The office visit provided for hereunder can be taken to visit any one of the benefit funds or an employee's personal physician, upon a showing of proof.

Such employee shall receive an additional one (1) day off with pay to visit the benefit fund office or personal physician's office if such office requires such a visit. If the additional day is to visit a personal physician, the Employer can request, and the employee must provide, a HIPAA compliant release provided by the Health Fund sufficient to provide proof that the employee visited the personal physician at the physician's request for this additional one (1) day.

In the event that an employee chooses to visit any one of the benefit fund offices after having used up his entitlement pursuant to the above paragraphs, he may use any of his sick days for that purpose.

32. DEATH OF EMPLOYEE– If an employee dies after becoming entitled to, but before receiving any wage or pay hereunder, it shall be paid to his estate, or pursuant to Section 1310 of the New York Surrogate's Court Procedure Act, unless otherwise provided herein. This shall not apply to any benefits under paragraph 39 of this Article, where the rules and regulations of the Health, Pension, Legal, Training and SRSP Funds shall govern.

33. GOVERNMENTAL DECREE– There is presently in effect an agreement between the Union and the RAB covering apartment buildings in the City of New York which provides that if because of legislation, government decree or order, any increase or benefit is in any way blocked, frustrated, impeded or diminished, the Union may upon ten (10) days' notice require negotiation with the RAB to take such measures and reach such revisions in the contract as may legally provide substitute benefits and improvements for the employees at no greater cost to the Employer. The parties hereto agree that any terms or provisions which may be negotiated between the Union and the RAB as a result of any such re-negotiation shall be fully binding upon the parties hereto upon the same terms and effect date(s) as between the Union and the RAB.

In the event that any provision of this contract requires approval of any government agency, the Employer shall cooperate with the Union with respect thereto.

34. DISABILITY BENEFITS LAW/UNEMPLOYMENT INSURANCE LAW– (a) The Employer shall cover its employees so that they will receive maximum weekly cash benefits provided under the New York State Disability Benefits Law on a noncontributory basis, and also under the New York State Unemployment Insurance Law, whether or not such coverages are mandatory.

(b) Failure to cover employees makes the Employer liable to an employee for all loss of benefits and insurance.

(c) The Employer will cooperate with employees in processing their claims and shall supply all necessary forms, properly addressed, and shall put adequate notice of places for filing claims.

(d) If the employee informs the Employer he is requesting workers' compensation benefits then no sick leave shall be paid to such employee unless he specifically requests in writing payment of such leave. If any employee informs the Employer he is requesting disability benefits then only five (5) days sick leave shall be paid to such employee (if he has that amount unused) unless he specifically requests in writing payment of additional available sick leave.

(e) Any employee required to attend his workers' compensation hearing shall be paid for his regularly scheduled hours during such attendance.

(f) Any cost incurred by the Union to enforce the provisions of this Article shall be borne by the Employer.

(g) There is presently an Agreement between the Union and the RAB which contains provision for the establishment of a committee under the auspices of the Building Service Health Fund to investigate and report on the feasibility of self-insuring disability and unemployment benefits. It is understood and agreed that any awards, decisions or agreements concluded with respect thereto, between the Union and the RAB shall become binding upon the parties hereto upon the same terms and effective dates.

(h) The Parties agree to establish a committee under the auspices of the Building Service 32BJ Health Fund to investigate and report on the feasibility of self-insuring disability and unemployment benefits.

35. SICKNESS BENEFITS– (a) Employees shall be entitled to an accrual of twelve (12) days of sick leave per year of service, which shall accumulate from year to year, which they may claim, and receive their regular straight-time pay for, upon production of a physician's certificate stating that they were unable to work because of illness on the day or days claimed as sick leave. Any such accrual not used may be taken as additional days' vacation. An employee who misses a holiday as a result of such an illness shall be entitled to another day in lieu of the holiday, within two (2) weeks of his return to work.

(b) Employees who do not desire to accumulate sick days in accordance with paragraph (a) of this Article and who have continued employment to the end of the calendar year and have not used all sickness benefits shall be paid in the succeeding January, one full day's pay for each unused sick day.

Any employee who has a perfect attendance record for the calendar year shall receive an attendance bonus of \$200.00 in addition to payment of the unused sick days.

For the purpose of that provision-perfect attendance shall mean that the employee has not used any sick days and has no unpaid leaves of absence (except Union-paid, Union-sponsored leave for collective bargaining and Union governance functions.)

If an Employer fails to pay an employee before the end of February, then such Employer shall pay one (1) additional day's pay unless the Employer challenges the entitlement or amount due.

(c) An employee absent from duty due to illness only on a scheduled workday immediately before and/or only on the scheduled workday immediately after a holiday shall not be eligible for sick pay for said absent workday or workdays.

(d) The employee shall receive the above sick pay whether or not such illness is covered by New York State Disability Benefits Law or the New York State Workers' Compensation Act; however, there shall be no pyramiding or duplication of Disability Benefits and/or Workers' Compensation Benefits with sick pay.

(e) A "regular" employee shall be defined as one whom is a full or part-time employee employed on a regular schedule. Those employed less than forty (40) hours a week on a regular basis shall receive a pro rata portion of sickness benefits provided herein computed on a forty (40) hour workweek.

(f) All payments set forth in this Article are voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions of this Agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions.

36. COMMON DISASTER— There shall be no loss of pay as a result of any Act of God or common disaster causing the shutdown of all or virtually all public transportation in Nassau and/or Suffolk Counties, making it impossible for employees to report for work, or where the Nassau and/or Suffolk County Chief Executive or the Governor of the State of New York directs the citizens of Nassau and/or Suffolk Counties not to report for work.

The Employer shall not be liable for loss of pay of more than the first full day affected by such Act of God or common disaster. Employees necessary to maintain the safety or security of the building shall be paid only if they have no reasonable way to report to work and employees refusing the Employer's offer of alternate transportation shall not qualify for such pay. The term "public transportation" as used herein shall include subways and buses.

37. RENT COLLECTION— No employee as part of his or her usual and regular duties shall be required to collect rent.

38. LIE DETECTOR – The Employer shall not require, request or suggest than an employee or applicant for employment take a polygraph or any other form of lie detector test.

39. HEALTH PENSION, TRAINING, LEGAL AND SUPPLEMENTAL  
RETIREMENT AND SAVINGS PROGRAM FUNDS

**A. Health Fund**

1. The Employer agrees to make payments into a health trust fund known as the “Building Service 32BJ Health Fund” to cover employees covered by this Agreement with such health benefits as may be determined by the Trustees of the Fund under such provisions, rules and regulations as may be determined by the Trustees of the Fund, as provided in the Agreement and Declaration of Trust. The plan of benefits shall be the Suburban Plan of benefits.

Employees who are on workers’ compensation or who are receiving disability benefits or disability pension shall be covered by the Health Fund until they may be covered by Medicare or thirty (30) months from the date of disability, whichever is earlier.

2. Effective June 21, 2018, the Employer shall continue to contribute \$1,393 per month for each regular full-time employee and \$78 per month for each regular part-time employee, payable when and how the Trustees of the Health Fund determine.

Effective July 1, 2018, the monthly contribution shall be \$1,484 for each regular full-time employee and \$78 for each regular part-time employee.

Effective July 1, 2019, the monthly contribution shall be \$1,562 for each regular full-time employee and \$78 for each regular part-time employee.

Effective July 1, 2020, the monthly contribution shall be \$1,618 for reach regular full-time employee and \$78 for each regular part-time employee.

Effective July 1, 2017, the monthly contribution shall not exceed 108% of the July 1, 2020 rate for each regular full-time employee and \$78 for each regular part-time employee.

3. Full-time employees shall be defined as those employees regularly employed twenty-four (24) hours or more per week.

4. Any Employer who has a plan in effect prior to the effective date of this Agreement which provides health benefits the equivalent of, or better than, the benefits provided for herein, and the cost of which to the Employer is at least as great, may cover his employees under this existing plan or under this Fund. If the Trustees decide the existing plan does not provide equivalent benefits, but does provide health benefits superior to one or more types of health benefits under this Fund, the Employer may participate in the Fund wholly, or partially for hospitalization and/or surgical coverage, and make his payments to the Fund in the amount determined by the Trustees uniformly for all similarly participating Employers.

5. If during the term of this Agreement, the Trustees find the payment provided herein is insufficient to maintain benefits, and adequate reserves for such benefits they shall require the parties to increase the amounts needed to maintain such benefits and reserves. In the event the

Trustees are unable to reach agreement on the amount required to maintain benefits and reserves, the matter shall be referred to in arbitration. This paragraph shall be suspended for the life of this Agreement.

## **B. Pension Fund**

1. The Building Service 32BJ Pension Fund shall continue in force and effect in accordance with its provisions, which include the power of its Trustees to revise the amounts of the pension benefits and the conditions under which benefits will be paid, and to continue to cover such employees of other Employers in or connected with the industry for whom contributions are paid, provided such coverage is in compliance with law and the Trust Agreement.

Employees unable to work and who are on disability benefits or workers' compensation shall continue to accrue pension benefits during the periods of disability up to six (6) months or the period of the disability, whichever is sooner.

2. Effective June 21, 2018, the Employer shall contribute \$273.25 per month for every bargaining unit employee who is employed twenty (20) or more hours per week, including paid time off. The Employer shall also make contributions on behalf of other bargaining unit employees to the extent that such employees work a sufficient number of hours to require benefit accrual pursuant to section 204 of ERISA.

Effective January 1, 2019, the Pension Fund contribution shall be increased to \$283.25 per month. Effective January 1, 2020, the Pension Fund contribution shall be increased to \$293 per month. Effective January 1, 2021, the Pension Fund contribution shall be increased to \$303 per month. Effective January 1, 2022, the Pension Fund contribution shall be increased to \$312.75 per month.

The bargaining parties agree that the foregoing contribution requirements for the Pension Fund are consistent with the contribution rate schedules required by the Pension Fund's rehabilitation plan under Section 432 of the Internal Revenue Code.

3. If the Employer has in effect a pension and retirement plan which has been determined by the Trustees to provide benefits equivalent or superior to those provided under Building Service 32BJ Pension Fund, it may continue such plan provided it continues to provide retirement benefits equivalent or superior to the benefits that are provided under the Building Service 32BJ Pension Fund during the term of this Agreement, and it shall be relieved of any obligation to make payments into the Fund.

4. If the Employer has an existing plan, as referred to above, it shall not discontinue or reduce benefits without prior Trustee approval and shall remain obligated to the employee(s) for whatever benefits they may be entitled.

5. In no event shall the Trustees or the Union, directly or indirectly, by reason of this Agreement, be understood to consent to the extinguishment, change or diminution of any legal rights, vested or otherwise, that anyone may have in the continuation in existing form of any such

Employer pension plan, and the Trustees and the Union, shall be held harmless by an Employer against any action brought by anyone covered under such Employer's plan asserting a claim based upon anything done pursuant to Section 4 of this Article. Notice of the pendency of any such action shall be given the Employer who may defend the action on behalf of the indemnitee.

### **C. Education and Training Plan**

The Employer agrees to contribute to a Safety Fund which will be administered as part of the Thomas Shortman Educational and Training Fund. Effective June 21, 2018 the Employer will continue to remit the annual contribution of \$169.60 per covered employee to the Training Fund payable when and how the Trustees determine. The purpose of the Safety Fund shall be to establish a program to insure on-the-job safety and to assist employees in other adjunct functions relating to their employment, provided that such program shall meet the requirements of law. Both the Employer and the Union agree to offer additional scholarships as well as add training classes to address identifying and preventing elder abuse and ensuring a respectful workplace.

### **D. Group Pre-Paid Legal Plan**

The Employer shall make contributions to a prepaid legal services trust fund known as the "Building Service 32BJ Legal Services Fund" to cover employees covered by this Agreement who work more than two (2) days per week with such benefits as may be determined by the Trustees. Effective June 21, 2018, the rate of contributions to the Legal Fund shall be \$199.60 per employee per year, payable when and how the Trustees determine.

### **E. Supplemental Retirement and Savings Program Fund**

The Employer shall make contributions to a trust fund known as the "Building Supplemental Retirement and Savings Fund" to cover bargaining unit employee who are regularly employed twenty (20) or more hours per week, including paid time off, with employer contributions as hereinafter provided and tax exempt employee wage deferrals as provided by the Plan and/or Plan rules. Employer contributions for other bargaining unit employees shall also be required for each week in which they work twenty (20) or more hours, including paid time off. Effective June 21, 2018 the rate of contributions to the SRSF shall be \$10.00 per week per employee.

Effective January 1, 2022, the Employer shall contribute an additional \$10 per week to the SRSP for each employee upon the employee's completion of 25 years of service as his or her building, provided, however that if as a result of the 2020 New York City Commercial Building Agreement such employees receive additional pension benefits for years of service in excess of 25, the obligation under this provision shall cease on the effective date of the commencement of such additional benefits.

Effective January 1, 2022, the Employer shall contribute an additional \$10 per week to the SRSP for Superintendents or Resident Managers who have been employed as a Superintendent or Resident Manager for at least two (2) years in that position in the building.



## **F. Provisions Applicable to All Funds**

1. If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds' Trust Agreements, and any and all expenses for collection, including but not limited to counsel fees, arbitration costs and fees, court costs, auditors' fees and interest. Where a contributing Employer is regularly and consistently delinquent, the Trustees in their discretion may require such security as they deem necessary.

2. Any contributions and benefits required hereunder shall be increased by any amount and in the same manner as contributions and benefits may be increased in the 2016 Cleaning Contractors Agreement covering Long Island (or its successor).

3. The Trustees of the Fund shall make such amendments in the Trust Agreement, and shall adopt such regulations, as may be required to conform to applicable law, and which shall in any case provide that employees whose work comes within the jurisdiction of the Union (which shall not be considered to include anyone in an important managerial position) may only be covered for benefits if the building in which they are employed has a collection bargaining agreement with the Union. Any dispute about the Union's jurisdiction shall be settled by the Arbitrator if the parties cannot agree.

4. There is presently an Agreement between the Union and the RAB which provides that in the event future applicable legislation is enacted, there shall be no duplication or cumulation of coverage, and the parties thereto will negotiate such changes as may be required by law. It is understood that any awards, decisions or agreements concluded between the Union and the RAB shall become binding upon the parties hereto upon the same terms and effective dates.

5. Except as provided in Article X, Section 18(b), employees shall have a waiting period of ninety (90) days before becoming eligible to participate in the Funds and no contributions shall be made on behalf of the employees over the ninety (90) day period.

6. If the Presidents of the RAB and Local 32BJ determine, in their discretion and upon mutual consent, prior to the beginning of the calendar years beginning January 1, 2019, January 1, 2020, January 1, 2021 and January 1, 2022, to allocate any portion of the scheduled contributions in any of the Funds to any portion of the scheduled contributions in any of the Funds to any other Funds, then such reallocation also shall apply to the Employer.

By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions.

40. 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 check results shall only be for just cause.

All security background checks shall be confidential and may be disclosed only to the Union, as necessary for the administering of this Agreement, and/or as 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.”

41. WORK AUTHORIZATION AND STATUS DISPUTES - 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.

42. BUILDING SAFETY – The Employer shall continue to provide safe and healthy working conditions.

43. NOTICES – All notices required to be sent to the Union shall be addressed to Director, Contract Grievance Center, at 25 West 18<sup>th</sup> Street, New York, NY 10011.

44. SAVING CLAUSE – If any provision of this Agreement shall be held illegal or of no legal effect, it shall be deemed null and void without affecting the obligations of the balance of this agreement.

#### 45. WORKING SUPERINTENDENTS

A. Wages, Days Off and Conditions

1. (a) Effective June 21, 2018, Superintendents covered hereunder shall receive a minimum of a \$23.50 weekly wage increase
- (b) Effective June 21, 2019, Superintendents covered hereunder shall receive a minimum of a \$25 weekly wage increase.
- (c) Effective June 21, 2016, Superintendents covered hereunder shall receive a minimum of a \$25 weekly wage increase.
- (d) Effective June 21, 2021, Superintendents covered hereunder shall receive a minimum of a \$25 weekly wage increase.

2. (a) The standard workweek shall consist of five (5) days forty (40) hours. The Employer may reschedule the Superintendent's days off, either consecutively or nonconsecutively, provided, however, that the Employer must give the Superintendent at least one (1) week's notice of any change in his scheduled days off.

(b) In all other respects, the building's present practices as to the Superintendent's duties shall continue and as heretofore he shall take care of emergencies. A Superintendent who is required by the Employer to perform, other than emergency work, on his days off shall receive by mutual agreement by the Employer and the Superintendent, equivalent time off during the same workweek or a day's pay at the time and one-half rate. Nothing herein shall be construed to affect any rights a Superintendent may have under the Fair Labor standards Act.

(c) The Superintendent shall not be required to renew cables or elevators or build or hollow tile walls or to do work in conflict with the law.

(d) Where an obvious inequity exists by reason of a Superintendent's regular application of highly specialized abilities in his work, or where his work imposes special or additional responsibilities, the Union may question the amount of his wage once during the term of this Agreement through grievance and arbitration.

(e) The Superintendent shall continue to occupy the same or a better apartment. In the event the present Superintendent is replaced, the new Superintendent shall receive the same wages, terms, benefits, and conditions and shall occupy the same or better apartment.

#### B. Job Security and Severance Pay

1. If the Employer discharges the Superintendent for reasons other than those set forth in subparagraph 4 below, he shall give him thirty (30) days written notice by registered mail or personal service to vacate the apartment he occupies in the building. If the Superintendent does not contest his discharge, he shall receive an additional thirty (30) days to vacate his apartment. If he is required to do any work during this notice period, he shall be paid his regular rate of pay.

If the Superintendent voluntarily vacates said apartment within said thirty (30) days after receiving said notice sixty (60) days if discharge is not contested, he/she shall receive severance pay on the following basis, according to his/her length of service.

Less than 6 months	\$1000 moving expenses
6 months but less than 2 years	4 weeks' pay
2 years but less than 3 years	5 weeks' pay
3 years but less than 4 years	6 weeks' pay
4 years but less than 5 years	7 weeks' pay
5 years but less than 6 years	8 weeks' pay
6 years but less than 7 years	9 weeks' pay
7 years but less than 8 years	10 weeks' pay
8 years or more	11 weeks' pay

Unless the Superintendent deliberately provoked his/her dismissal, or his/her conduct constituted a willful or substantial violation of the obligations of employment, but this limitation shall not apply to moving expenses.

2. The Union may question the propriety of the termination of the Superintendent's services and demand his reinstatement to his/her job, or severance pay, if any, as the case may be, by filing a grievance within fifteen (15) calendar year days following receipt by the Superintendent of the notice to vacate, on the charge that the Employer acted in an arbitrary and unreasonable manner; provided, however, that the time to file a claim for severance pay shall not be limited in a case where the Employer fails to honor an agreement with the Superintendent or the Union to pay severance pay. If the matter is not adjusted through the grievance procedure, it shall be submitted for final determination to the Arbitrator who may sustain the termination with such severance pay, if any, as the case may be, or order reinstatement. The Arbitrator shall give due consideration to the Superintendent's responsibilities and to the need for mutual cooperation between the Superintendent and the Employer.

3. The Employer's notice of the Superintendent shall be considered held in abeyance and the effective date thereof considered postponed, if necessary, until the matter is adjusted or determined through grievance or arbitration; but the Union must exercise its right to question the Employer's action within the prescribed time and the matter must be processed with reasonable promptness. No Superintendent shall forfeit severance pay on the grounds that he did not vacate his apartment within the prescribed period while his discharge is grieved.

No Employer shall commence an eviction proceeding prior to an arbitrator's award directing the discharge of the Superintendent. There shall be no interruption of utilities or other essential services to the Superintendent's apartment prior to the date an arbitrator's award orders such Superintendent to vacate his/her apartment.

4. The Employer, by written notice served personally or by registered mail, may require the Superintendent to vacate his living premises immediately in exceptional cases where his continued presence might jeopardize the tenants, employees, or the building and where the proper operation of the building requires the immediate employment of a replacement. The Union may

question the termination of the Superintendent's services by filing a grievance within seven (7) calendar days following the receipt by the Superintendent of the notice to vacate.

5. The provision for arbitration of discharge shall not apply for the first six (6) months of a Superintendent's employment. For grievances arising during the first two (2) months of employment, the presentation period referred to in Article V shall be two-hundred and forty (240) days. Upon agreement between the Union and the Employer with respect to any individual Superintendent, the provision for arbitration of discharge shall not apply for an additional six (6) months of a Superintendent's employment.

6. Any Superintendent resigning because of physical or mental inability to perform his duties shall receive severance pay as provided above in addition to accrued vacation credits. Such a Superintendent may resign and receive severance pay if he submits satisfactory evidence of such inability at the time of termination, unless, because of circumstances connected with his condition, he is unable to comply with the requirement. In the event of a dispute the provisions set forth in Article X, Section 20 shall be applicable.

#### 46. WAGE AND HOUR CLAIMS

Subject to the principles set for the below, the Employee and the Union agree that in the event that an Employee (on behalf of the Employee and/or others) asserts statutory wage and hour claim(s) against the Employer(s), including claims for unpaid minimum wages and/or overtime pay, prior to the filing of any such claim(s) in court, the Employer and Employee shall engage in mandatory mediation to attempt to narrow or resolve the claim(s). The Employer and Union agree to establish a mediation process for handling such claims. The following principles shall apply:

1. The Employee(s) must initiate mediation by written notice to the Employer, or the Employer must initiate mediation by written notice to the Employee(s) and his/her/their counsel, as appropriate.
2. Initiation of mediation shall be required only of Employees who are (or who will seek to be) plaintiffs in an individual or multi-plaintiff action or named representative plaintiffs in a putative class and/or collective action. Employees who are not (and will not seek to be) named or representative plaintiffs (e.g., who are merely putative class or collection action members) are not required to initiate mediation in connection with this section; however, their claims will be a subject of the mediation process described in this section.
3. Unless otherwise agreed to by the mediating parties, at any time following 90 days after the initiation of the mediation process, either the Employer or the Employee(s) may terminate mediation by written notice to the other side, and, in that event, no further mediation effort shall be required by this Agreement.
4. In the event that Employee(s) initiate litigation in a judicial forum on their wage and hour claims without first submitting to the mediation process described in this section

and the Employer seeks to enforce the requirements of this paragraph, the Employer shall not seek dismissal of the judicial action but may seek to have the action stayed pending the completion of the mediation provided for herein.

5. The parties do not intend an Employee's substantive or recovery rights or any Employer defenses to be limited by virtue of the terms of this mediation process. Hence, during the pendency of the mediation process, any statutes of limitations and/or filing periods shall be tolled, and recovery of appropriate damages shall be permitted for all time periods during which mediation is occurring or has occurred. To the extent that the tolling described in this paragraph is deemed legally ineffective, and without conceding that any recovery is appropriate, the Employee(s) shall have the contractual right to seek recovery for any time period(s) that would have been tolled without having to exhaust the grievance and arbitration procedures set forth in this Agreement.
6. The Employer and the Union shall provide affected Employee(s) and their Employer(s) with a list of mediators who will be available to conduct the mediation. The mediator's fees shall be paid for by the Employer and the Union in equal shares. The parties shall be free to use another mediator of their own choosing, but in that event shall bear the costs of mediation as they determine.
7. The conduct of the mediation shall be confidential and the rules of evidence pertaining to privileges related to settlement discussions shall apply to communications in mediation.
8. Any agreement reached in mediation shall not alter the collective bargaining agreement or affect the contractual rights of employees who are not parties to that agreement.

47. COMPLETE AGREEMENT—This Agreement constitutes the full understanding between the parties and, except as they may otherwise agree, there shall be no demand by either party for the negotiation or renegotiation of any matter covered or not covered by the provisions hereof.

Dated: \_\_\_\_\_, 2018

**FOR SEIU LOCAL 32BJ**

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25 West 18<sup>th</sup> Street, 5<sup>th</sup> Floor  
New York, NY 10011  
T (212) 388-3800

**For Employer:**

Owner Name \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

Print Name \_\_\_\_\_

Agent Name/Organization: \_\_\_\_\_

Business Address \_\_\_\_\_

Business Telephone \_\_\_\_\_

**MINIMUM WAGE RATES FOR APARTMENT BUILDING STAFF  
(EXCLUDING SUPERINTENDENTS)**

**Effective June 21, 2018 to June 20, 2019**

	<u>CLASS "A"</u>	<u>CLASS "B"</u>	<u>CLASS "C"</u>
Handyperson	\$1,046.93	\$1,044.62	\$1,042.31
Others	\$ 943.93	\$ 941.62	\$ 939.31

Weekly wage increases: \$20.50/week for Others; \$22.50/week for Handypeople;  
\$23.50/week for Superintendents

**Effective June 21, 2019 to June 20, 2020**

	<u>CLASS "A"</u>	<u>CLASS "B"</u>	<u>CLASS "C"</u>
Handyperson	\$1,070.93	\$1,068.62	\$1,066.31
Others	\$ 965.93	\$ 963.62	<u>\$ 961.31</u>

Weekly wage increases: \$22/week for Others; \$24/week for Handypeople; \$25/week for  
Superintendents

**Effective June 21, 2020 to June 20, 2021**

	<u>CLASS "A"</u>	<u>CLASS "B"</u>	<u>CLASS "C"</u>
Handyperson	\$1,094.93	\$1,092.62	\$1,090.31
Others	\$ 987.93	\$ 985.62	\$ 983.31

Weekly wage increases: \$22/week for Others; \$24/week for Handypeople; \$25/week for  
Superintendents

**Effective June 21, 2021 to June 20, 2022**

	<u>CLASS "A"</u>	<u>CLASS "B"</u>	<u>CLASS "C"</u>
Handyperson	\$1,118.93	\$1,116.62	\$1,114.31
Others	\$1,009.93	\$1,007.62	\$1,005.31

Weekly wage increases: \$22/week for Others; \$24/week for Handypeople; \$25/week for  
Superintendents



June 26, 2018

Re: Extension of Trial Period

Dear Sir/Madam:

This is to confirm our understanding as to the trial period provision of the 2018 Long Island Apartment House Agreement, Article X, Section 18 (a). There are circumstances in which an Employer is not prepared to decide whether a new employee has satisfied his/her trial period at the conclusion of the first 60 days of employment and yet has also not concluded that the employee may not be suitable for continued employment. In those circumstances, if the Employer requests that the employee's probationary period be extended for 30 days, the trial period will be extended for 30 days if the Union consents to the extension. The request and consent shall be memorialized in writing at any time before the completion of the 60 days provided for in Article X, Section 18 (a), provided that when the Employer makes a timely request for an extension in writing, the trial period shall be extended until the Union responds to the Employer's request (up to a maximum of 30 days beyond the initial 60-day period).

Sincerely,

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For SEIU Local 32BJ

AGREED:

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For Employer

## ATTACHMENT 1

### **NO-DISCRIMINATION PROTOCOL**

#### **(1) PROTOCOL<sup>1</sup>**

The parties to this Agreement, the Union and Employer, believe that it is in the best interests of all involved - - employees, members of the Union, employers, the Union the Employer and the public interest – to promptly, fairly and efficiently resolve claims of workplace discrimination, harassment and retaliation as covered in the No Discrimination Clause of the relevant collective bargaining agreement (collectively, “Covered Claims”). Such Covered Claims are very often intertwined with other contractual disputes under this Agreement. The Employer, on behalf of its members, maintains that it is committed to refrain from unlawful discrimination, harassment and retaliation. The Union maintains it will pursue its policy of evaluating such Covered Claims and bringing those Covered Claims to arbitration, where appropriate. To this end, the parties establish the following system of mediation and arbitration applicable to all such Covered Claims, whenever they arise. The Union and Employer want those covered by this Agreement and any individual attorneys representing them to be aware of this Protocol.

#### **(2) MEDIATION**

- A. Whenever a Covered Claim is brought alleging that an employer has violated the No Discrimination Clause (including, without limitation, claims based on a statute relating to workplace equal opportunities), whether such a Covered Claim is made by the Union or by an individual employee, notice shall be provided by the party seeking to utilize this Protocol of such a Covered Claim (“Notice of Claim”) to the other Parties (for purposes of this section, “Parties” shall be defined as the Union, the Employer, the Employer, and the affected employee(s)), and the matter shall be submitted to mediation, absent prior resolution through informal means. A Notice of Claim shall be filed within the applicable statutory statute of limitations, provided that if an employee has timely filed such Covered Claim in a forum provided for by statute, it will not be considered time-barred. The Notice of Claim must be filed with the administrator of the Office of the Contract Arbitrator (“OCA”), which currently has an address of 370 Seventh Avenue, Suite 301, New York, NY 10001.
- B. Promptly following receipt of the Notice of Claim, the administrator of OCA shall appoint a Mediator from the Mediation Panel described below. All mediators on the panel shall be attorneys with appropriate training and experience in the conduct of mediations and significant knowledge of employment discrimination statutes. The Mediation Panel shall be a distinct panel from the Contract Arbitrator Panel (see 2018 Apartment Building CBA, Article VI, Paragraph 8). A person listed on the Mediation Panel will be removed when either the Union or the Employer gives notice to the other party that such person’s name shall be removed. A person may be added to the Mediation Panel list upon mutual agreement of the Union and the Employer. The Union and Employer mutually commit to appointing

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<sup>1</sup> The parties intend this provision to apply to all collective bargaining agreements between them superseding the Protocol language first incorporated in the 2012 Commercial Building CBA and subsequently updated CBAs.

mediators with appropriate skill and experience, as they view mediation as the important step through which many Covered Claims will be resolved.

- C. OCA shall appoint a Mediator from the Mediation Panel. Such appointments shall be made by a random selection (e.g. “spinning the wheel”) of available panel members.
- D. Within 30 days of being appointed, the Mediator shall notify the Parties of his/her appointment and schedule a pre-mediation conference (for the purposes of this Paragraph and the remainder of this section, “Parties” refers to the bargaining unit member or Union asserting the Covered Claim, and the respondent/defendant employer and the RAB). At the conference, the Parties shall discuss such matters as they deem relevant to the mediation process, including discovery. The Mediator shall have the authority, after consulting with the Parties, to (1) schedule dates for the exchange of information and position statements prior to a mediation, and (2) schedule a date for mediation. Any disputes relating to the issues to be mediated, the exchange of information and position statements, and the date, place and time of the mediation and any in-person, telephonic, or other meetings relating to the mediation shall be decided by the Mediator. In the event the Mediator concludes that there has not been good faith compliance with his/her directive, including directives as to the holding of conferences and the conduct of discovery, the Mediator may, after notice and an opportunity to be heard, order appropriate remedies, including monetary and other sanctions. Such remedies and sanctions may be considered by the arbitrator in a subsequent proceeding in the arbitrator’s discretion.
- E. The entire mediation process, including any settlement terms proposed by the Mediator, is a compromise negotiation for the purposes of the Federal Rules of Evidence and the New York rules of evidence.
- F. At the mediation, each Party shall be entitled to present witnesses and/or documentary evidence. The Mediator shall be entitled to meet separately with each Party for the purpose of exploring settlement.
- G. At the conclusion of the mediation, the Mediator shall recommend settlement terms to the Parties on request of any Party. Neither Party shall be required to accept such a proposal.
- H. Mediation shall be completed before the Covered Claim is arbitrated on the merits. However, if the Union alleges the Covered Claim of a violation of the No Discrimination Clause, the Union may proceed directly to arbitration without Mediation if it so chooses.
- I. The fees of the Mediator shall be split equally between the Union and the Employer. The Union and Employer shall provide language interpreters at their jointly shared cost.

### **(3) ARBITRATION**

- A. The undertakings described here with respect to arbitration apply to those circumstances in which the Union has declined to arbitrate an employee's individual employment discrimination claim under the No Discrimination Clause of the CBA, including statutory claims (i.e., a Covered Claim), to arbitration. The arbitration forum described here will be available to employers and employees, both those who are represented by counsel and those who are not represented by counsel.
  
- B. The Union and the Employer have received and vetted from the American Arbitration Association ("AAA") a list of arbitrators who (1) are attorneys, and (2) are designated by the AAA to decide employment discrimination cases. In the event that arbitration of a Covered Claim based on statutory discrimination in the circumstances described in paragraph A is sought by these parties, the list of arbitrators provided by the AAA shall be made available to the individual employee and the Employer member employer by the administrator of OCA. The manner by which selection is made by the Employer member employer and the individual employee and the extent to which each shall bear responsibility for the costs of the arbitrator shall be decided between them. A person may be added to or removed from the Statutory Arbitration Panel list upon mutual agreement of the Union and the Employer. Any such arbitration shall be conducted pursuant to the AAA National Rules for Employment Disputes and any disputes about the manner of proceeding or the interpretation of this Protocol or the AAA Rules shall be decided by the arbitrator selected.
  
- C. The hearings in any such arbitration may be held at the OCA offices without charge to the parties; however, it is understood that OCA shall not be a forum for the determination of the dispute as provided for in the collective bargaining agreement, but, instead will provide only the services set out in section (3) of this Protocol.
  
- D. Neither the Union nor the Employer will be a party to the arbitration described in this section (3) and the arbitrator shall not have authority to award relief that would require amendment of the CBA or other agreement(s) between the Union and the Employer or conflict with any provision of any CBAs or such other agreement(s). Any mediation and/or arbitration outcome shall have no precedential value with respect to the interpretation of the CBAs or other agreement(s) between the Union and the Employer

**(4) MANDATORY WRITTEN NOTIFICATION BEFORE UNION MEMBERS ATTEMPT TO BRING ANY COVERED CLAIM IN COURT, AND REMEDIES FOR FAILING TO PROVIDE NOTICE**

- A. The Employer and the Union have established the foregoing Protocol to provide interested parties a means to rapidly resolve or hear on the merits Covered Claims fairly. To make this system most effective, it is a mandatory prerequisite before any bargaining unit member attempts to file a Covered Claim in any court that the bargaining unit member (personally or through his or her attorney) notify in writing the Employer and the Employer that the Employee is attempting to bypass the Protocol process. The notice required by this section (the “Bypass Notice”) shall specify the Covered Claim(s) alleged with sufficient detail, the court where the action is to be filed, and the reason(s) for attempting to bypass the Protocol process.
- B. A copy of the Bypass Notice must be sent to the Employer
- C. Absent compelling good cause, the Bypass Notice must be mailed by first-class certified mail, return receipt requested at least 60 days before the bargaining unit member plans to commence a lawsuit in any court.
- D. Providing the Bypass Notice is a condition precedent prior to bringing a Covered Claim in any forum.
- E. Nothing contained in this Protocol will limit an employer or the Employer’s remedies in the event of a breach of the Protocol or the CBA by an individual asserting a Covered Claim

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