



Bronx Realty Advisory Board, Inc.
8 Depot Square, Office 1
Tuckahoe, NY 10707
Telephone: (914) 966-2000

M E M O R A N D U M

TO: Owners and Managing Agents of Residential Buildings

FROM: William Schur
President

DATE: March 13, 2015

RE: 2015 Collective Bargaining Agreement
Between the BRAB and Local 32BJ

The Bronx Realty Advisory Board, Inc. (“BRAB”) and Local 32BJ, SEIU (“Local 32BJ”) have reached agreement on the terms of the 2015 - 2019 collective bargaining agreement. The Agreement provides for a continuation of the existing Agreement with the following modifications:

1. Terms: The Agreement is effective as of March 15, 2015 and expires on March 14, 2019.
2. Wages Increases:
 - a. Effective March 15, 2015 - \$10.00 per week (\$0.25 per hour);
 - b. Effective March 15, 2016 – \$20.00 per week (\$0.50 per hour);
 - c. Effective March 15, 2017 - \$20.00 per week (\$0.50 per hour);
 - d. Effective March 15, 2018 - \$14.75 per week (\$0.368 per hour).
3. Minimum “New Hire” Rate Increases:
 - a. Effective March 15, 2015 the minimum and “new hire” rates increase \$45.00 per week (\$1.125 per hour);

- b. The minimum and “new hire” rates do not increase during the duration of the contract.
- 4. Fund Contribution Increases:
 - a. Health Fund:
 - i. Effective April 1, 2015 - \$1,035.00 per month;
 - ii. Effective April 1, 2016 - \$1,100.00 per month;
 - iii. Effective April 1, 2017 - \$1,165.00 per month;
 - iv. Effective April 1, 2018 - \$1,230.00 per month.
 - b. Pension Fund:
 - i. Effective April 1, 2015 - \$254.82 per month;
 - ii. Effective April 1, 2016 - \$272.66 per month;
 - iii. Effective April 1, 2017 - \$291.75 per month;
 - iv. Effective April 1, 2018 - \$312.17 per month.
 - c. Legal Fund:
 - i. Effective April 1, 2015 - \$5.00 per month;
 - ii. Effective April 1, 2016 - \$5.00 per month;
 - iii. Effective April 1, 2017 - \$6.00 per month;
 - iv. Effective April 1, 2018 - \$7.00 per month.
 - d. Training Fund:
 - i. No additional change. The contribution rate remains \$14.13 per month.
 - e. Supplemental Retirement Savings Plan:
 - i. Effective April 1, 2016, the employer shall commence participation in the Building Service 32BJ Supplemental Retirement Savings Plan (SRSP) with an employer contribution of \$5.00 per week.
- 5. Grievance and Arbitration Procedure:
 - a. The parties agreed to submit arbitrations to the Office of the Contract Arbitrator, which will expedite the arbitration process.

- b. The Union committed to file for arbitration in cases involving the discharge of resident employees within fifteen days of the termination notice or notice to vacate.

6. Temporary Employees:

- a. In order to comply with the Patient Protection and Affordable Care Act, the parties agreed that temporary employees retained longer than 90 days will be entitled to the terms and conditions of the Agreement.
- b. The Union agreed that a temporary employee becomes a regular employee only upon the Employer's written notice or if the temporary employee is retained for 14 days after the purpose of the temporary employee's ends.

7. No Discrimination: When an employee files a discrimination claim with a government agency or court, the Union agreed to confirm with the government agency or court that the Union is processing the employee's grievance for purposes of the Employer obtaining a stay of the discrimination proceedings.

8. Sick/Personal Days: The parties agreed that the paid leave benefits are comparable to those required by the New York City Earned Sick Time Act. Therefore, the parties waived the provisions of the New York City Earned Sick Time Act.

9. Elimination of Work Schedule Guide: The parties agreed to eliminate the "Work Schedule Guide".

10. Vacation: The parties agreed that Superintendents and Porters shall schedule vacation time between May 1st and October 31st. The Employer agreed that it will not unreasonably withhold approval for vacation requests between November 1st and April 30th.

11. Grievance and Arbitration: The parties agreed to expedite the grievance and arbitration process by arbitrating disputes before the Office of the Contracting Arbitrator. The Union agreed to submit grievances concerning the discharge of resident employees to arbitration within 15 days of delivery to the employee of the notice of termination or to vacate.

12. Holdover Employees: The parties agreed to increase the use and occupancy for holdover employees in each year of the contract.

13. Language Changes: In addition to the above changes, there are several date and language changes of a technical nature that will appear in the new agreement. The new agreement will be mailed to you as soon as possible.

W.S.