

**2011**

**AGREEMENT**

**Between**

**BRONX REALTY ADVISORY BOARD, INC.**

**And**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 32BJ**

**Effective**

**March 15, 2011 – March 14, 2015**

The english version of this document  
is the official agreement

## INDEX

### *Title*

Agreement: Binding Nature of . . . . .	47
Bereavement Leave . . . . .	45
Conscription . . . . .	37
Days Off: Consecutive, Maximum Permitted . . .	26
Employer/BRAB Responsibilities	
Re Agreement . . . . .	6
Exhibit A: Authorization, Union Member	
to Local 32BJ . . . . .	56
Fines: Department of Sanitation . . . . .	46
Fund Contributions . . . . .	38
Health Benefit Fund . . . . .	38
Pension Fund . . . . .	39
Legal Services Fund . . . . .	40
Training Fund . . . . .	41
Grievances and Arbitration . . . . .	29
Hiring . . . . .	9
Holdovers . . . . .	32
Holidays . . . . .	26
Individual Agreements . . . . .	35
Jury Duty . . . . .	44
Labor Savings Devices:	
Procedure to Implement . . . . .	11
Leaves of Absence . . . . .	46
Management Rights . . . . .	47
Most Favored Nation . . . . .	53
Moving Expenses . . . . .	15
Overtime . . . . .	17
Personal Days . . . . .	12
Prior Better Working Conditions . . . . .	27

Sale or Transfer of Member	
BRAB Buildings . . . . .	35
Saving Clause . . . . .	47
Seniority . . . . .	48
Severance Pay . . . . .	14
Shop Chairman/Steward . . . . .	28
Short Term Disability . . . . .	39
Side Letter on most Favored Nation Compliance. . .	57
Side Letter on Work Guidelines . . . . .	59
Side Letter on Arbitrations . . . . .	59
Side Letter on Lead Paint Hazards	
Training . . . . .	59
Side Letter on Prior Better Working	
Conditions . . . . .	60
Signatory Buildings . . . . .	8
Staff Reduction . . . . .	51
Strikes & Lockouts . . . . .	34
Termination of Agreement . . . . .	46
Termination of Employment . . . . .	13
Tools, Apparatus and Transmission Devices . . . .	22
Trial Period and Temporary Employees . . . . .	8
Uniforms, Work Clothes, Lockers	
and Employee Safety. . . . .	23
Union Shop . . . . .	3
Union Visitation . . . . .	28
Vacation. . . . .	24
Wages: Current Employees and New Hires . . . . .	18
Workers' Compensation Claims . . . . .	51
Work-Out Buildings . . . . .	10
Work Week . . . . .	15

AGREEMENT made this 14th day of March, 2011 by and between the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 32BJ, hereinafter called the "Union" and the BRONX REALTY ADVISORY BOARD, INC., located at 850 Bronx River Road, Suite 105, Yonkers, New York 10708 hereinafter called the "Association," or "BRAB," and

WHEREAS, the Association is composed, consists of, made up of and represents owners, managers, agents and/or operators of apartment houses, office buildings and other types of structures employing members of the Union; and

WHEREAS, the Union represents a majority of the employees and has been duly designated as their collective bargaining representative; and

WHEREAS, the Parties are desirous to maintain the prevailing customs of the industry based on their collective bargaining experience; and

WHEREAS, the parties are desirous of promoting a better understanding between labor and management in this industry; and promote industrial tranquility and harmony for the mutual security and betterment of the owners and employees; and to secure to the public the benefits to be derived from such industrial peace, and

WHEREAS, it is the profound desire of the parties to give and grant added benefits and security to the employees and dependent members of their families, and

WHEREAS, the Association is organized and authorized by its members, hereinafter called "Members" or "Employers," to bargain collectively with the Union for and on behalf of its present and future members, and exists for such purpose, and

WHEREAS, the parties hereto mutually agree to cooperate with one another for the benefit of each of their respective members and to further their respective interests, and

WHEREAS, The Union covenants, agrees and undertakes for itself and its members at all times to maintain, provide and furnish all essential and emergency services, and the supervision thereof to safeguard and maintain the properties of the Employers who are members of the Association.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and provisions herein contained, and for other good and valuable consideration, it is agreed as follows:

## **ARTICLE I UNION SHOP**

1. The Employer-Members of the Association shall hire employees to perform the duties and work of Superintendent, Assistant Superintendent, Janitor, Handyperson, Porter, Fireperson, Doorperson, Elevator Operator, Garbage Handler, and all other persons necessary in the maintenance of the premises owned by the said Employer-Members of the Association and the above classifications shall be covered hereunder.

2. The Association and its members recognize the Union as the sole and exclusive bargaining agent, for the purpose of bargaining in respect to rates of pay, wages, hours of employment and all other conditions pertaining to employment of all employees in the aforementioned categories and classifications.

3. The Union and its members recognize the Association as the sole and exclusive bargaining representative for its members and the Union agrees not to negotiate individually with any of said members.

4. All employees in the bargaining unit covered by this Agreement who are members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to maintain such membership in good standing in the Union or tender

to the Union the initiation fees and periodic dues that are the obligation of members. All present employees who are not members of the Union shall be required, as a condition of continued employment, to become and remain members in good standing in the Union after thirty-one (31) days following the execution of this Agreement or its effective date, or their date of employment, whichever is later. All employees hereafter hired shall be required, as a condition of continued employment, to become members in good standing of the Union after thirty-one (31) days of their hiring. To be a member in good standing in the Union requires the payment of periodic dues and initiation fees uniformly required of all Union members.

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

The Employer shall be responsible for all revenue lost by the Union by reason of any failure to discharge an employee who is not a member of the Union, if the Union has so requested in writing. In cases involving removal of employees for non-payment of the requirements of this section, the Arbitrator shall have the authority to assess liquidated damages.

The Union shall have the right to inspect the Employer's payroll records to determine the employees of the Employer who are covered by this Agreement.

5. Each Employer agrees to deduct the Union's monthly dues and initiation fees, from the pay of each employee from whom it receives written authorization and notification from the Union and will continue to make such deductions while the authorization remains in effect.

(a) Such deductions will be made from the pay for the first full pay period worked by each employee following the receipt of the authorization, (a copy of the form is attached hereto as Exhibit A) and thereafter will be made the first pay day each month, and forwarded to the Union not later than the twentieth day in each and every current month. Such deductions shall constitute trust funds while in the possession of the Employer.



(b) If the Employer fails to remit to the Union the dues deducted in accordance with this section by the twentieth day, the Employer shall pay interest on such dues at the rate of one percent per month beginning on the twenty-first day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.

(c) The Union agrees to indemnify and save such Employer and the BRAB harmless from any liability incurred by reason of such deductions.

6. If a signatory does not revoke the authorization at the end of a year following the 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.

## **ARTICLE II EMPLOYER / BRAB RESPONSIBILITIES RE AGREEMENT**

1. The persons, firms and corporations now members of the Association or who shall become members thereof subsequent to the date of the execution of this Agreement, shall be and continue to be bound to this Agreement. Any member of the Association which prior to the expiration date of this Agreement withdraws or resigns from the Association shall neverthe-

less remain bound to all terms and conditions of this Agreement to its expiration date and this contract shall be deemed to have survived the termination of such membership and shall continue for and during the full term thereof.

2. All members of the Association as of the effective date of this Agreement shall be bound to its terms and conditions for the life of the Agreement.

3. Within two weeks of their joining the Association, the Association shall inform the Union of any new members. Such new members shall be bound by the terms and conditions of this Agreement from the date of their membership in the Association until the expiration of the Agreement.

4. The Association shall immediately inform the Union by certified mail of the name of any member of the Association who resigns or is otherwise dropped from its membership. Regardless of termination of membership from the Association, all former members will be bound by the terms and conditions of this Agreement until its expiration.

### **ARTICLE III SIGNATORY BUILDINGS**

1. As to newly constructed buildings, if the owner or builder is a member of the BRAB as owner of another building, the newly constructed building may join the BRAB and if on strike, or is being picketed, the strike shall be called off and the pickets removed.
2. If a newly constructed building becomes a member of the BRAB prior to any strike or picketing, the BRAB shall negotiate a contract for said particular building.
3. The owner of a newly constructed building not owned by a member of the BRAB that is actually on strike must negotiate directly with the Union before admission to the BRAB.

### **ARTICLE IV TRIAL PERIOD AND TEMPORARY EMPLOYEES**

1. Effective March 15, 2011, Superintendents and handypersons shall be deemed for the first one hundred twenty (120) days of their employment to be engaged in a trial period. However, Employers who secure such new employees as graduates of the Training School shall have the benefit of a one hundred fifty (150) day trial period. All other employees shall have a ninety (90) day trial period. All new

employees may be laid off or dismissed during their trial period with or without cause.

2. Employers shall, upon written notice by certified mail to the Union, have the right to hire temporary employees for a period of up to six months. Temporary employees may be used on a project basis and shall not be subject to the provisions of this Agreement except to Article I and Article V of this Agreement. Temporary employees who are retained beyond six months will automatically become regular employees subject to all terms of this Agreement. Temporary employees shall not be used to effectuate a reduction or fill a vacancy in the existing bargaining unit. No written waiver of benefits is required from any temporary employee for the Employer to be free of liability to the benefit funds on the temporary employee's behalf.

## **ARTICLE V HIRING**

1. There shall be no discrimination against any employee in violation of any applicable, city, state, or federal antidiscrimination statute.

2. The Employer shall have the final decision as to whom it will employ.

3. No employee shall be required to give any security to the Employer for any reason or purpose whatsoever.

4. An Employer who hires an applicant who has completed the full course at the Training School and who possesses a graduation certificate shall not be required to make Pension Fund contributions for such employee during his probationary period. Employees who have completed the prescribed Training School program, and who have five years or more service in the building or with the same Employer shall receive a bonus of one week's pay as a one-time bonus.

## **ARTICLE VI WORK-OUT BUILDINGS**

1. In buildings with 50 units or less, the Employer, upon written notice to the Union and the superintendent, may request a change in the superintendent's classification from a full-time superintendent to a workout superintendent. If the superintendent agrees to this change in classification, then no later than sixty (60) days from the date of the written notice, the superintendent shall commence working as a workout superintendent and the wages will be modified so as to reduce the full-time superintendent's wage rate by one-half to reflect the work-out wage rate. Where the superintendent rejects or refuses the change from fulltime to work-out, the matter will be submitted to Arbitration pursuant to Article XXII of the Agreement.

2. In the event there is a vacancy for a superintendent in a building with 50 or less units, the owner can

automatically change the job classification for the building from full-time to work-out. Notice of such changes shall be given to the Union at the conclusion of the work-out superintendent's probationary period.

3. A work-out superintendent position shall consist of a minimum of twenty (20) hours per week.

**ARTICLE VII**  
**LABOR SAVING DEVICES:**  
**Procedures to Implement**

1. Where an Employer installs a labor saving device, the following procedure shall be followed:

(a) The Employer shall give the Union two weeks notice in writing of the intention to make such installation.

(b) A date for a meeting shall then be immediately set. The parties shall thereupon confer as to the effect of such installation upon the maintenance of the prevailing crew. The parties shall, if they agree, fix such terms and conditions as shall be fair, just and equitable and such agreement so arrived at shall be final and binding.

(c) Where, however, the parties are unable to agree the matter shall be submitted to arbitration as a dispute, difference or controversy in accordance with the terms and conditions of this Agreement. Awards ren-

dered pursuant to such arbitration shall be final and binding upon the parties herein.

(d) The Employer agrees it will not subcontract bargaining unit work where the effect of the subcontracting will be the layoff of any bargaining unit employee.

## **ARTICLE VIII SICK/PERSONAL DAYS**

1. Except as provided below, the Employer agrees that all full-time employees shall be allowed ten (10) sick/personal days with pay each calendar year. New employees hired after the effective date of this Agreement shall be awarded six (6) sick/personal days during their first year of employment, which shall be earned at the rate of one (1) day for every two months of service. Employees shall not be entitled to take sick/personal days during their trial period but shall be credited with the applicable number of days upon completion of the trial period. Employees shall not receive compensation for unused sick/personal days, and sick/personal days may not be banked. Employee requests for sick/personal days shall be made to the Employer in writing, at least seventy-two (72) hours in advance where practicable. Where an employee requests five (5) or more consecutive sick/personal days off, he shall give at least thirty (30) days notice where practicable. The approval of sick/personal days shall not be unreasonably withheld.

2. An Employer shall have the option of compensating employees for unused sick/personal days. If the Employer chooses to compensate an employee for unused sick/personal days it shall notify and receive approval from the Union and said approval shall not be unreasonably withheld.

3. In the event an employee notifies the employer that he/she is unable to report for work on a scheduled work day immediately before or immediately after a scheduled vacation day or contractual holiday ( a holiday for which the employee was not scheduled to work), in the absence of a documented medical need for such absence or prior consent of the employer, the employee shall not receive pay for such vacation day or holiday.

## **ARTICLE VIX TERMINATION OF EMPLOYMENT**

1. No employee who has completed the trial period shall be discharged, dispossessed or evicted without good and just cause.

2. An employee shall be required to perform the work set forth in the Local 32BJ/BRAB Work Schedule Guide.

3. No employee shall be discharged, evicted or laid off, nor his employment in any other manner terminated by the Employer by reason of the hiring, or employing of any partner of the Employer, any share-



holder, stockholder, officer or director of the corporate Employer, or any member of the family of any individual Employer or any partnership Employer, co-owner or member of a family of a partner, shareholder, stockholder, officer or director of any corporate Employer. Nothing in this Article or Agreement shall be construed to restrict or prohibit a shareholder or a condominium owner from performing work in that owner's or shareholder's apartment or apartments provided that there is no diminution of work of bargaining unit employees.

## **ARTICLE X SEVERANCE PAY**

1. The Arbitrator in making an award of discharge shall determine whether such discharge is for just cause, in which event it is the intention of the parties that no severance pay shall be paid. However, anything, to the contrary notwithstanding, severance pay may be awarded where in the determination of the Arbitrator, the equities or best interest of the respective parties may so require, but in no event will severance pay be awarded where there is gross misconduct. Where so awarded, severance pay shall be scaled according to length of service in the building, but shall not exceed the rate of two (2) weeks for each year of service to a maximum of ten (10) weeks. Moreover, no severance pay shall be awarded for the year of service in which the discharge occurred.

2. If an employee shall retire from employment or

become permanently disabled, and at the time of such retirement or permanent disability, such employee who has been employed in the same building and/or by the same Employer for a length of fifteen (15) years, the employee shall receive from the Employer, a lump sum payment of five (5) weeks' pay.

## **ARTICLE XI MOVING EXPENSES**

1. All post-trial employees occupying living quarters as part of or incident to their employment shall receive moving expenses within the Metropolitan Area, of Seven Hundred and Fifty (\$750.00) Dollars. The Union may require the deposit of said moving expenses with it before the employee vacates the premises, when and if discharged or required to move by the Employer. Where moving expense is deposited with the Union, it shall be held in escrow by the Union and shall not be released without the express authorization of the Employer. The Union assumes liability, to the extent of the sum held in escrow, arising from a breach of the escrow.

2. An employee occupying living quarters as part of or incident to employment who is terminated during the trial period shall receive moving expenses as provided in the preceding paragraph provided the employee voluntarily vacates the premises within thirty (30) days from the date of the termination notice.

## **ARTICLE XII WORK WEEK**

1. The work week for all employees on each of the job classifications shall consist of forty (40) hours equally distributed over five (5) consecutive days of eight (8) hours each, exclusive of a one (1) hour eating period. The eating period shall be as close to the middle of the workday or shift as may be practicable.
  
2. The workday for the superintendent shall be eight (8) consecutive hours per day within sixteen (16) hours.
  
3. The work day for all employees, other than superintendent, shall be eight (8) consecutive hours per day, exclusive of a one (1) hour eating time, which shall be as close to the middle of the work day as shall be practicable. Any change to an employee's work schedule shall be non-retaliatory and only imposed following 14-day notice to the employee.
  
4. A superintendent shall be available for all emergencies before commencement or after completion of the workday.
  
5. Any nonresident employee who has left the premises and is recalled to work will be guaranteed a minimum of four (4) hours work- recall pay.

6. The Employer must require the superintendent to live in the building where he is employed, and the employee must reside on the premises.

### **ARTICLE XIII OVERTIME**

1. An employee who is required by his Employer to work on the sixth and/or the seventh day of the work-week shall receive time and one-half the regular rate for the hours performed on the sixth day and double time for the hours of work performed on the seventh day.

2. A superintendent, in a premises employing only one employee who is required to work less than a full day on the seventh day, shall receive the regular rate of pay for such work, which shall be added weekly to his weekly wage.

3. All work performed by the employees, other than the superintendent, after or in excess of eight (8) hours work a day, shall be paid at the rate of time and one-half the regular rate of pay, except as provided for in Article XII, Paragraph 1.

4. In buildings where there are two or more employees within a particular job classification overtime shall be distributed equitably among all employees within the classification.

5. Meal Allowance: Any non-resident employee who has worked eight (8) hours in a day and is required to work at least four (4) hours of overtime in that day, shall be given a seven dollars and fifty cents (\$7.50) meal allowance.

## **ARTICLE XIV**

### **WAGES: Current Employees/New Hires**

1. The following wage increases shall be implemented during the life of this collective bargaining agreement:

(a) Effective September 15, 2011, each full-time employee employed by a member of the BRAB, shall receive an increase of twenty-five cents (\$0.25) per hour, or ten dollars (\$10.00) per week. Each part-time or work-out employee shall receive an increase of twenty-five cents (\$0.25) per hour.

(b) Effective September 15, 2012, each full-time employee employed by a member of the BRAB, shall receive an additional increase of twenty-five cents (\$0.25) per hour, or ten dollars (\$10.00) per week. Each part-time or work-out employee shall receive an increase of twenty-five cents (\$0.25) per hour.

(c) Effective September 15, 2013, each full-time employee employed by a member of the BRAB, shall receive an additional increase of twenty-five cents (\$0.25) per hour, or ten dollars (\$10.00) per week. Each part-time or work-out employee shall receive an increase of twenty-five cents (\$0.25) per hour.

(d) Effective September 15, 2014, each full-time employee employed by a member of the BRAB, shall receive an additional increase of thirty-seven and a half cents (\$0.375) per hour, or ten dollars (\$15.00) per week. Each part-time or work-out employee shall receive an increase of thirty-seven and a half cents (\$0.375) per hour.

(e) Effective September 15, 2011, the new hire weekly wage rates for the classifications of employees set forth below shall be as follows:

Superintendent	\$435
Handyman	\$425
Other	\$415
Work-out Super	\$257.50

New hires paid under this provision shall not be subject to the minimum wage rates under Paragraph 1(f) below for the term of this Agreement. However, new hires shall receive all applicable wage increases under Paragraphs 1 (a) through 1 (d) which occur during the duration of such employee's employment.

(f) Effective September 15, 2011, the minimum hourly wage rate for all employees not covered by Section 1(e) above shall be as follows:

In building with over 5 employees:

Super/Handyman	\$12.875
Other	\$11.375

In buildings with 5 or fewer employees:  
All classifications: \$10.875

2. Employees who occupy premises as part of their compensation or as incident thereto shall receive, without charge, gas, electric, and telephone facilities to include installation charges, if any, for one (1) telephone, all in a reasonable amount according to usage for residential purposes. It is further agreed that the telephone shall be listed in the employee's name that shall be available through information and the telephone directory. Notwithstanding the foregoing, the Employer shall not be obligated to pay for the costs of long-distance telephone usage that is unrelated to the employee's job duties. Beginning April 1, 2011, the Employer's obligation to provide electric services shall be limited to an amount of \$1,800.00 per calendar year. This annual cap shall increase by 4% every April 1<sup>st</sup>. In the event an employee must reimburse the Employer for the excess amount in some reasonable manner.

3. The Employer shall, in compliance with the law, provide without charge, suitable and habitable living quarters designated by the Employer for the employees where such employees live on the premises.

4. Where a helper, porter or handyman now occupy legal living quarters as an incident of their employment, the same must remain, and in the event that

such living quarters shall be condemned by any city, county or state government authorities or department thereof, the wages of such employees shall be increased to the extent of the added cost of living off the premises. In the event that there shall be any dispute concerning the additional amount to be paid, such dispute shall be submitted to arbitration in the form and manner herein provided.

5. The employee shall perform the duties to which he shall be assigned according to his job classification except in cases of emergencies. However, when scheduled work cannot be performed because of the occurrence of unscheduled absences not to exceed three (3) days, the work may be assigned to other employees regardless of classification. No employee will have his regular wages reduced by operation of this provision.

6. If the employee does work not within the purview of his regular duties, he shall receive extra compensation therefore. If an employee is required to work in a higher classification, he shall receive the rate of pay for said classification provided, however, that he works at least fifty percent (50%) of the work day in that higher classification.

7. Any employee in a building having more than two of the classifications heretofore referred to who prior to the execution of this Agreement was hired to do



work in any specific classification but has since been doing work that would bring him into another job classification paying a higher wage, shall be reclassified and the wage shall be fixed accordingly.

8. An employee shall not have his hours reduced in order to effect reduction in pay.

9. All wages shall be paid weekly. If the regular payday falls on a holiday, the employee shall be paid on the preceding day. At the discretion of the Employer, employees may be paid through an electronic deposit payroll system. However, in the event an employee does not have a banking account to accept an electronic deposit, the Employer must pay the employee with a paper check or paycheck card at no additional cost or delay to the employee.

10. In the event that the Employer defaults in the payment of wages, vacation money, and holiday pay, and should said default continue for ten (10) days, the Union shall have the right to declare such default a violation of this contract and commence an arbitration proceeding. In the event that an award is made in favor of the employee and the Employer fails, omits or refuses to pay the amount awarded within ten (10) days of the issuance of the award, then the Union shall have the right to commence court action against the Employer to recover the monies awarded to the employee. It is understood, however, that the right to

start a claim to any of said monies should be limited to one year from the time that the obligation accrued.

11. There shall be no loss of pay as a result of any Act of God or common disaster causing the shut down of all public transportation in the City of New York, making it impossible for employees to report for work, or where the Mayor of the City of New York or the Governor of the State of New York, directs the citizens of the City 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. The term "public transportation" as used herein shall include subways and buses. This provision shall not apply to employees who occupy living quarters as part of or incident to their employment.

## **ARTICLE XV TOOLS, APPARATUS AND TRANSMISSION DEVICES**

1. All employees shall be furnished and supplied with reasonable and adequate, basic and necessary requisite working tools to perform their duties when none are possessed or owned by or available to the employee. There shall also be made available to the employees sufficient and adequate cans or receptacles for handling of refuse, garbage waste, and ashes as required by law. The Employer shall be required to

supply adequate and proper supplies to permit employees to perform efficiently and properly their work and duties.

2. Employees must respond immediately to any signal device or radio transmission (beeper) from the Employer unless the employee is on his/her day off or unless it is not reasonable to respond immediately under all the circumstances.

3. There shall be a list of all power tools issued to the employee. The employee shall acknowledge receipt of the tools in writing and a copy shall be furnished to the Union. Power tools shall be stored in the superintendent's apartment unless size or noxious emission precludes it, in which case such tools shall be stored in a secured area furnished by the Employer. The employee shall be responsible for loss or damage to listed tools arising from the employee's negligence. If the power tools are properly stored in a secured area provided by the Employer, the employee will not be responsible.

## **ARTICLE XVI UNIFORMS, WORK CLOTHES, LOCKERS AND EMPLOYEE SAFETY**

1. The Employer shall supply to employees not occupying living quarters a suitable clothes locker or closet.

2. The present custom now prevailing in each building as to uniforms and the cleaning and maintenance thereof shall be continued during the life of this Agreement.

3. Where an Employer requires an employee to purchase certain types of clothing or shoes to be worn on the job, the employee will be reimbursed for the agreed cost of the clothing or shoes required by the Employer.

4. The Employer will comply with applicable federal, state and local safety laws. Employees will receive all required safety equipment.

5. The Employer shall not physically test any of its employees for controlled substance abuse.

## **ARTICLE XVII VACATION**

1. Employees shall receive vacation with payment in advance during the year. No employee shall be required to work during his vacation period. Vacations shall be scheduled on the basis of seniority in classification and by mutual agreement between the Employer and employee. Vacation entitlement shall be as follows:

- (a) Employees who have worked in the building, six (6) months shall receive three (3) days.
- (b) Employees who have worked in the building eight (8) months shall receive four (4) days.
- (c) Employees who have worked in the building twelve (12) months shall receive one (1) week.
- (d) Employees who have worked in the building two (2) years shall receive two (2) weeks.
- (e) Employees who have been employed in the building for a period of five (5) years shall receive three (3) weeks.
- (f) Employees who have been employed in the building for a period of twelve (12) years shall receive four (4) weeks.

2. An employee shall not lose any of his vacation pay where he is transferred by his Employer to another building in which the Employer is directly or indirectly interested as owner, partner, and stockholder or in any other manner.

3. Any employee who has worked at least six (6) months and whose employment is then terminated shall be entitled to receive a pro-rated vacation allowance computed on length of service based on

the elapsed period from the previous October 1st (or from the date of employment if later employed) to the date of termination.

4. No employee leaving employment voluntarily shall be entitled to receive accrued vacation.

5. Periods of illness or injury and periods of leaves of absence that preclude an employee from performing his duties to a maximum of thirty (30) days per year shall be counted as time worked for vacation entitlement. Employees who are ill or injured or on leaves of absence for periods in excess of thirty (30) days shall receive their vacations prorated.

6. The parties agree that the maximum consecutive amount of days that any employee may be scheduled off shall be as follows:

(a) Single employee buildings: 2 weeks;

(b) Multiple employee buildings: 3 weeks.

7. Time off from work shall be scheduled during the entire calendar year. In buildings with one employee and buildings where only one employee possesses a valid certification or license to operate the property's heating systems, such person must take vacation between May 1<sup>st</sup> and October 31<sup>st</sup>.

## **ARTICLE XVIII HOLIDAYS**

1. Employees shall receive the following holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and the Employee's Birthday.

(a) In the event that the employee shall be required to work on any of the aforementioned holidays, the employee shall receive an additional day's pay.

(b) In the event that a holiday falls on an employee's day off or during his vacation period, the employee shall receive an additional day's pay.

2. Upon two (2) weeks' notice an employee may request the substitution of a religious holiday for one of the named holidays in paragraph 1 of this Article. The substitution will be granted if scheduling will allow.

## **ARTICLE XIX PRIOR BETTER WORKING CONDITIONS**

1. It is understood and agreed that this Agreement shall not in any way alter, change, modify or deprive any of the employees of conditions that they are now

enjoying or working under which are better than those specified in this Agreement, and shall continue to receive such better conditions during the life of this Agreement. Such conditions include wages, hours, vacations, holidays, working conditions, privileges and such other benefits as any employee now enjoys or enjoyed prior to the signing of this Agreement. As to new and existing Employers, in order to qualify as a prior better working condition it must be knowingly or be implicitly understood to be established by the Employer, Employer's representative or agent with the intent that it apply to the employee(s). Such condition shall not survive the employment of the employee(s) for whom it was established.

2. A new owner may request relief from the provisions of this Article if enforcement of this Article would work an undue hardship, injustice or inequity upon the Employer. The owner shall meet with the Union and the owner's employees to discuss the continuation of such prior better conditions existing prior to ownership. If the Union does not grant the Employer the proposed relief, then the matter shall be decided pursuant to the arbitration procedures set forth in Article XXII of this Agreement.

## **ARTICLE XX**

### **SHOP CHAIRMAN/STEWARD**

The Union may appoint one of the building service employees in the building as Shop Chairman/Steward.



## **ARTICLE XXI UNION VISITATION**

Official representatives of the Union shall be permitted to visit each or any of the buildings at any time during the day or night when the building service employees are working in and about the premises. Union representatives will give 24 hours written notice of intention to visit the premises, if practical.

## **ARTICLE XXII GRIEVANCE AND ARBITRATION**

1. Any dispute, difference, controversy or grievance arising under this Agreement between the parties or between any Employer and the Union or any of its members must first be submitted in writing by the party claiming to be aggrieved to the other party within 120 days from the date the party knows or reasonably should have known that a violation of this Agreement has occurred, except for grievances involving suspensions without pay and discharges which must be submitted within 45 days. The time limitations herein agreed to are not applicable to any cases involving the fringe benefit funds and wage violations.

(a) Step I - Within fourteen (14) days of notice of the grievance the business representative of the Union and the Employer must confer to discuss a resolution of the grievance. If no agreement is reached, the parties shall proceed to Step 2.

(b) Step 2- The grievance shall be scheduled for the next meeting between a representative of the BRAB and the Union. If no agreement is reached, the parties shall proceed to Step 3.

(c) Step 3- Either party within fourteen (14) days of Step 2 may submit the grievance to a contract arbitrator who shall be appointed from rotating panel of arbitrators. The cost of the arbitrator's fee shall be evenly divided between the Employer and the Union, provided however, that if the arbitrator finds that the Employer withheld an economic benefit from the grievant in bad faith, the Employer shall be responsible for 100% of the arbitrator's fees. The arbitrator shall be required to grant one adjournment for either party if they fail to appear at arbitration. The next mutually acceptable scheduled date may be marked peremptorily against the party that failed to appear. If that party again fails to appear on the adjourned date, then the arbitrator is hereby authorized to render a decision based on the testimony of the party appearing. The non-appearing party, however, shall be required to pay the full fee charged by the arbitrator.

2. The decision and/or award of said arbitrator shall be final and binding and shall be enforceable under the laws of the State of New York.

3. It is understood that the arbitrator shall have no authority to add to, subtract from, or modify the pro-

visions of this Agreement and shall confine his decision to a determination based upon the facts presented.

4. All grievants or witnesses who are subpoenaed to appear at an arbitration shall be paid their normal wages, provided, however, that their appearance shall not interfere with the normal operations of the building.

5. The panel of Contract Arbitrators shall be appointed by mutual agreement of the Union and the BRAB. Upon thirty (30) days' written notice to each other either the Union or the BRAB may terminate the services of a Contract Arbitrator. The parties shall use their best efforts to maintain a panel of four (4) arbitrators. The parties will jointly designate the arbitrators in writing and will promptly designate replacement arbitrators to replace arbitrators stricken from the panel or who resign. This process shall not be subject to arbitration under this Agreement.

6. Discharge Cases.

(a) Notice of discharge, which shall contain an outline of the grounds for the discharge, must be made in writing with copies sent by certified mail to the Union. Employees who occupy an apartment as part of their compensation must be given thirty (30) days to vacate the apartment from the date of the notice, or

in the case of a disputed discharge, thirty (30) days from an arbitrator's award sustaining the discharge.

(b) Holdovers.

(1) In the event that a super (or any other employee with a rent free apartment) does not vacate the apartment by the date required under this Agreement the Employer may charge the employee for monthly use and occupancy on the following basis:

(2) For a basement apartment:

One bedroom - \$600.00 per month;

Two bedrooms - \$700.00 per month;

Three bedrooms - \$800.00 per month.

(3) For a 1st floor apartment or above:

One bedroom - \$700.00 per month;

Two bedrooms - \$900.00 per month;

Three bedrooms - \$1,100.00 per month.

(4) Such fee may be deducted from any final compensation due to the employee, including the last regular paycheck, unused vacation days and severance, if any. The Employer may withhold such final compensation pending the employee's departure from the premises. Moving expenses shall be deposited with the Union in accordance with the provisions set forth herein. There shall be no duty for any employee to vacate his apartment unless and until the Employer deposits any monies owed with the Union.

(c) The parties agree that the termination of a resident employee requires a prompt resolution and shall expedite the steps in Paragraph 1 of this Article whenever possible. When scheduling arbitration hearings on grievances challenging the discharge of any resident employees, including superintendents, the parties shall make their best efforts to ensure that their representatives and witnesses for the hearing will be available within 30 days of the employer's written notice of the discharge transmitted to the Union. Additionally, in such cases, the parties agree that if the arbitrator selected by rotation is not available within such 30-day period, the parties shall select another arbitrator from the panel who is available within such 30-day period, or in the absence of such availability, the parties may select an arbitrator not names in the arbitrator panel who is available within such 30-day period. The parties shall jointly request that the arbitrator in resident employee discharge cases issue a written decision within ten (10) days of the close of the hearing. In such cases, either party may request an earlier decision and the other party shall consent absent good cause.

(d) Should the arbitrator sustain the Employer, he may extend the employee's time to vacate for a period not to exceed thirty (30) days.

(e) The Employer waives its rights under Section 713 of the Real Property Action and Proceedings Law as

far as it applies to employees who occupy apartments as part of their compensation. The Employer may not dispossess, remove an employee's personal belongings or terminate utility or phone payments and services until the matter is resolved under paragraph 1 of this Article.

(f) Article VI(2) notwithstanding, the Employer may hire an employee as a temporary replacement of a discharged employee on whose behalf the Union is processing a grievance challenging that employee's discharge for the full period of the processing and/or settlement of the grievance. In the event the discharged employee is reinstated pursuant to a settlement or arbitration award, the Union may not grieve the lay-off of the replacement employee to accommodate such reinstatement.

## 7. Fund Actions on Delinquencies.

(a) Disputes concerning failure to make reports or payments to the Funds set forth in ARTICLE XXVII shall commence by the service of a Notice of Delinquency on the Employer. If payment is not made within ten (10) days, the Union can commence an immediate arbitration proceeding.

(b) Notwithstanding anything to the contrary contained in this Agreement, the following rights and obligations shall accrue to the Union and any

Employer who fails to make required reports and/or payments to any of the Funds: In the event that an arbitrator issues an award directing the payment of a sum of money representing delinquent contributions and/or costs to the Funds, such sum shall be due within ten (10) days of receipt of the award. If payment in accordance with the award is not made within thirty (30) days of receipt of the award, the Union shall have the right to strike the affected building(s) and the striking employees of the affected building(s) shall receive their regular wages, provided, however, that the Union shall not have the right to strike or picket if the Employer exercises its right to judicial recourse within the aforementioned thirty (30) day period and such economic action shall be held in abeyance until a final judgment confirming the award may be rendered.

(c) If the arbitrator directs payment of a sum of money to the Funds, he shall prominently notice the Union's right to strike as provided herein.

### **ARTICLE XXIII STRIKES AND LOCKOUTS**

1. There shall be no strikes or lockouts during the life of this Agreement.

2. No employee covered by the terms of this Agreement shall be required by the Employer to pass a valid primary picket line.

**ARTICLE XXIV**  
**INDIVIDUAL AGREEMENTS**

Members of the Association shall not enter into any agreement with any member of the Union employed as a building service employee. This Agreement shall supersede any and all prior agreements made between the Employer and any of the employees, except as to any prior better conditions that existed or prevailed prior to this Agreement.

**ARTICLE XXV**  
**SALE OR TRANSFER OF MEMBER**  
**BRAB BUILDINGS**

1. In the event that any Employer sells or transfers title to any buildings, so owned, maintained, controlled, managed and/or operated by said Employer to any other individual partnership and/or corporation which he/she, they or it or any person directly or indirectly associated with them in their realty business or by family relationship, possess an interest, the Employer shall not be relieved of any responsibility under the terms and conditions of this Agreement, until the expiration hereof.

2. The Employer hereby agrees to notify the Union by certified mail, return receipt requested, of any contract, lease, assignment or transfer of control entered into for the sale or other disposition of the property herein covered, and shall furnish therein the name



and address of other parties to such contract. Such contract, lease, assignment or transfer of control must contain as a condition that the transferee assume and adopt this contract. If the Employer fails to require the assumption and adoption of this contract it shall be obligated to pay to the Union, for the benefit of the employees in the buildings, severance pay and any other monies that would become due for all employees as if the employees were then terminated, and shall become obligated to the Union and/or the employees for any damages or loss sustained by reason of the failure to so notify. If the purchaser shall agree in writing to assume all obligations of this Agreement together with all other provisions thereof, including the payment of any severance pay and any monies which may then be due, or thereafter may become due, a copy of such written agreement shall be furnished to the Union, and the Union then shall waive or release the Employer from the foregoing provision.

3. If the Union and new owner were so notified, and the sale or transfer is bona fide, and the purchaser agrees in writing to assume the obligation of this Agreement, the seller shall be relieved of all responsibility under this contract except as to accumulated benefits up to the date of such sale or transfer, and except as there has been compliance with the foregoing Paragraph 2.

4. At any time during the term of this Agreement where the ownership of a member building is transferred, the new owner may, within thirty (30) days after the date of acquisition of title, adopt this Agreement at the same wages, salaries and working conditions and shall be subject to the other terms, conditions and provisions of this Agreement that existed in covering the building prior to the transfer thereof.

## **ARTICLE XXVI CONSCRIPTION**

In the event of conscription or enlistment in the Armed Forces of the United States, the Employer agrees to reemploy any and all Union members upon their release at the salary or wage they would have received in the absence of such conscription or enlistment without the diminution of rights, privileges or benefits, enjoyed by the employees at the time of departure. Such employees shall receive the benefits of any better working conditions effective at the time of their return.

## **ARTICLE XXVII FUND CONTRIBUTIONS**

### **1. HEALTH FUND**

(a) The Employer shall make contributions to the Service Employees 32BJ North Health Benefit Fund

to provide eligible employees and their eligible dependents with such health benefits as may be determined by the Trustees of the Fund. The Association and the Union shall designate their respective Trustees.

(b) Effective April 1, 2011, the Employer shall contribute to the North Health Fund the sum of seven hundred, eighty nine dollars (\$789.00) per month eligible employee; effective April 1, 2012, the Employer shall contribute to the North Health Fund the sum of eight hundred, forty nine dollars (\$849.00) per month per eligible employee; effective April 1, 2013, the Employer shall contribute to the North Health Fund the sum of nine hundred, nine dollars (\$909.00) per month per eligible employee; and effective April 1, 2014, the Employer shall contribute to the North Health Fund the sum of nine hundred, seventy dollars (\$970.00) per month per eligible employee. The parties recommend that the trustees of the North Health Fund shall revise the benefits under the North health Fund to ensure that the applicable contribution rate shall satisfy the ongoing obligations of the North Health Fund with a four (4) month reserve.

(c) It is understood that the Funds will be held and managed under the terms and provisions of an Agreement and Declaration of Trust now existing with amendments duly made thereto. It is further

understood and agreed that the Employer shall be under no obligation as to the application of the monies paid to the Fund for the purposes and uses above mentioned.

(d) In the event that the Employer fails to notify the North Health Fund within 30 days of the resignation or termination of an employee in the building, the Employer shall be liable for the greater of the contribution rate or the actual cost of benefits for any period during which the Fund provides coverage to a former employee as a result of the Employer's failure to report the employee's termination of employment. The intent of this provision is to protect the North Health Fund from losses arising out of continuation of benefits to terminated employees. A suitable notice to the Employer of its obligations under this provision shall be prominently displayed on the monthly invoices for the North Health Fund.

(e) The North Health Fund shall continue to provide short term disability for employees of BRAB members. The parties shall request that the Trustees of the Health Fund continue such retiree benefits as may be consistent with the solvency of the Health Fund.

(f) The parties hereby establish a Plan Redesign Committee, which shall review the structure of benefits and operation of the North Health Fund, with the goal being to recommend to the Trustees ways for the

North Health Fund to save money on medical, administrative and other costs associated with the North Health Fund, while maintaining high quality of care for North Health Fund participants. The Committee members shall be appointed in even numbers by the President of the Union and the President of the BRAB.

## 2. PENSION FUND

(a) The Parties hereto agree to maintain the Service Employees 32BJ North Pension Fund, which provides such Pension benefits as were and shall be agreed upon and maintained by the Trustees of the Fund created under the terms and provisions of an Agreement and Declaration of Trust now existing, and amendments duly made thereto. The Association and the Union shall designate their respective Trustees.

(b) Effective April 1, 2011, the Employer shall contribute to the North Pension Fund the sum of two hundred, five dollars and seventy-two cents (\$205.72) per month eligible employee; effective April 1, 2012, the Employer shall contribute to the North Pension Fund the sum of two hundred, sixteen dollars and one cent (\$216.01) per month per eligible employee; effective April 1, 2013, the Employer shall contribute to the North Pension Fund the sum of two hundred, twenty-six dollars and eighty-one cents

(\$226.81) per month per eligible employee; and effective April 1, 2014, the Employer shall contribute to the North Pension Fund the sum of two hundred, thirty-eight dollars and fifteen cents (\$238.12) per month per eligible employee.

(c) It is understood that the Funds will be held and managed under the terms and provisions of an Agreement and Declaration of Trust now existing and amendments duly made thereto. It is further understood and agreed that the Employer shall be under no obligation as to the application of the monies paid to the Pension Fund for the uses above mentioned.

(d) The parties shall recommend to the Trustees of the North Pension Fund that employees shall not earn service credit during their first year of employment. The parties hereby establish a Pension Advisory Committee, which shall review the structure of benefits and operation of the North Pension Fund, and re-evaluate the Rehabilitation Plan in light of changed circumstances, including the impact of the new hire freeze, investment returns and all other relevant considerations. The Committee members shall be appointed in even numbers by the President of the Union and the President of the BRAB.

### 3. LEGAL SERVICES FUND

(a) Effective April 1, 2011 the Employer agrees to contribute to the Service Employees 32BJ North

Legal Services Fund the sum of One Dollar (\$1.00) per employee per month, to provide eligible employees with such benefits as may be determined by the Trustees of the Fund. Effective April 1, 2014, the Employer shall contribute the sum of Five Dollars (\$5.00) per employee per month. The Association and the Union shall designate their respective Trustees. The Fund will be held and managed pursuant to the terms and provisions of a Restated Agreement and Declaration of Trust now existing and amendments duly made thereto. The Employer shall be under no obligation as to the application of the monies paid to the Fund for the purposes of providing benefits and administration of the Fund.

(b) It is specifically agreed between the parties that there shall be no increase in the contributions to the Legal Services Fund during the term of this Agreement.

#### 4. TRAINING FUND

(a) Effective April 1, 2011, the Employer shall make contributions in the amount of Fourteen Dollars and Thirteen Cents (\$14.13) per month per employee to the Building Service 32BJ Thomas Shortman Training, Scholarship and Safety Fund to provide eligible employees with such benefits as may be determined by the Trustees of the Fund. The Thomas Shortman Fund shall be held and managed pursuant to the terms and provision of an Agreement and

Declaration of Trust, and the Employer shall be under no obligation as the application of the monies paid to the Thomas Shortman Fund for the purposes of providing benefits and administration of the Fund.

## 5. PROVISIONS APPLICABLE TO ALL FUNDS

(a) If any Employer fails to file required reports and/or payments to the North Health Fund, North Pension Fund, North Legal Services Fund or Thomas Shortman Training Fund, the Trustees of the respective Funds or the Union 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 liquidated damages at the rate of ten percent (10%) per annum, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, and court costs.

(b) Any Employer regularly or consistently delinquent in North Health Fund, North Pension Fund, North Legal Services Fund or Thomas Shortman Training Fund payments may be required, at the option of the Trustees of the Funds to provide the appropriate Trust Fund with a security guaranteeing or prompt remittance of such payments.

(c) The Employer agrees to make available to the North Health Fund, North Pension Fund, North Legal Services Fund and Thomas Shortman Training Fund, any and all records of employees hired, classification



of employees, names, social security numbers and account of wages paid, that the respective Funds may require in connection with the sound and efficient operation of the respective funds.

(d) The Employer shall make contributions to the North Pension Fund retroactive from date of hire for all employees who are retained beyond their trial period. No contributions will be due or owing to the Pension Fund for any employee who is terminated during the trial period. Employees shall have a waiting period of three (3) months before becoming eligible to participate in the North Health, Thomas Shortman Training and North Legal Funds, and no contributions shall be made to such Funds on behalf of the employees during the waiting period.

(e) The Union, after meeting with and receiving recommendation from the actuaries, trustees, and fund attorneys, shall be permitted to reallocate the foregoing contribution or any portion thereof among one or more of the foregoing funds on a prospective basis only upon written notification to and written consent of the Association.

(f) Consistent with the policy of each Fund, the Funds shall make all published policies, rules and procedures available upon request to any participating Employer in each Fund.

(g) The Union and Employer shall discuss, through

consultation with representatives of the relevant Funds, possible revisions to Fund provision language as recommended by the Funds trustees.

## **ARTICLE XXVIII JURY DUTY**

1. Employees who are involuntarily called for jury duty, to a maximum of two (2) weeks per year, shall receive for each day the difference between his regular wage and the amount he/she received for jury service provided that the maintenance of the building is continued without diminution and without additional cost to the owner.

2. In order to receive jury duty pay, the employee must notify the Employer at least two weeks before the employee is scheduled to serve, if the employee is timely notified. The Employer may request that the employee be excused or exempted from such jury duty if, in the opinion of the Employer, the employee's services are essential at the time of proposed jury service.

## **ARTICLE XXIX BEREAVEMENT LEAVE**

1. An employee who suffers the loss of a parent, spouse, child, brother, sister, grandchild, grandparent or mother-in-law or father-in-law shall be entitled to

bereavement leave from the date of death, without loss of pay, for the purpose of attending the funeral, provided that the maintenance of the building is continued without diminution and without additional cost to the owner.

2. An employee shall receive bereavement leave as follows:

(a) Three (3) days for a funeral within the tri-state area of New York, Connecticut, and New Jersey.

(b) Four (4) days for a funeral outside the tri-state area, but within the continental United States.

(c) Five (5) days for a funeral outside the continental United States.

3. In order to be paid bereavement leave, an employee may be required to submit proof that the deceased was within the class of relatives specified and/or that the employee attended the funeral.

4. In the event an employee suffers the loss of a parent, brother or sister outside the continental U.S. and the employee chooses not to attend the funeral, the employee shall be entitled to bereavement leave of two days with pay.

**ARTICLE XXX**  
**LEAVES OF ABSENCE**

Upon written request and with the approval of the Employer a personal leave of absence not to exceed thirty (30) days may be granted and may be further extended by mutual agreement. The Employer and the employee shall notify the Union in writing of any leaves of absence.

**ARTICLE XXXI**  
**FINES**

Employees will be responsible for fines levied by the Department of Sanitation if the violation was caused by the employee's gross negligence.

**ARTICLE XXXII**  
**TERMINATION OF AGREEMENT**

1. This Agreement shall go into effect March 15, 2011, and shall continue in full force and effect without reopening of any kind until March 14, 2015.
  
2. In the event that neither party gives notice to the other party sixty (60) days prior to the termination of this contract, this contract shall be continued in full force and effect for a period of one (1) year from the termination date hereof.

**ARTICLE XXXIII**  
**AGREEMENT: Binding Nature Of**

This Agreement shall be binding upon each and all of the agents, servants, representatives, executors, administrators and assigns of the parties and upon the Employer-Members of the Association and their agents, servants, representatives, administrators, executors and assigns.

**ARTICLE XXXIV**  
**MANAGEMENT RIGHTS**

The Union recognizes that there are rights and responsibilities belonging solely to The Employer such as, but not limited to, the right to establish reasonable rules, regulations, policies and practices, job classifications and titles and to determine the method and manner of operation.

**ARTICLE XXXV**  
**SAVING CLAUSE**

If any term, provision or condition of this Agreement is held unlawful, the parties will confer in an effort to agree upon a suitable substitution therefore. If they fail to agree, the same shall be considered a Grievance and submitted to arbitration in accordance with the arbitration provisions hereof. The arbitrator in such arbitration shall be instructed by the parties that it is their intention that the essence and spirit of

the provision or provisions held illegal are desired to be retained to the extent permitted by law. Therefore, if any provision of this Agreement is found unlawful, then no other part or article of this Agreement shall be invalidated nor shall such adjudication relieve either of the parties from their rights and remedies hereunder or limit the rights or liabilities of either party hereto, except insofar as the same is unlawful or in violation of the law.

## **ARTICLE XXXVI SENIORITY**

1. In the case of layoffs due to reduction in force, seniority and qualifications within job classification shall govern. Qualifications as used in this Article shall mean the ability to do the remaining work required under this Agreement. Layoffs shall occur only after due notification to the Union and bargaining with the Union. In reduction of forces, in preference to layoff of seniority employees, probationary and temporary employees, including summer hires, shall be laid off first. In case of an anticipated layoff the Union will be notified in writing at least thirty (30) days prior to the anticipated date and the Union will be furnished with a list of the employees to be laid off and their seniority date of hire. Employees shall have at least three (3) days' notification of the pending layoff. The Employer may give the employee pay in lieu of such notice. No new employee shall be hired until all laid

off employees with seniority rights have been given the opportunity to return to work. Recalled employees may retain any severance pay awarded or their seniority but not both. Complaints regarding layoffs shall be submitted in writing to the Union within thirty (30) days of layoffs and if it be proved that the procedure for layoff outlined herein was violated or the wrong employee was laid off, that employee shall be called back to work and compensated for all wages lost following the registering of the complaint.

2. Any employee who has been employed in the same building for a period in excess of six (6) months and has been laid off shall have the right of recall, within job classification, provided the period of lay off does not exceed six (6) months. Recall shall be in the reverse order of classification seniority. The Employer shall notify the employee of appropriate job vacancies and a copy of such notice shall be sent to the Union. The employee shall have five (5) working days to accept the job in writing. Upon recall, full seniority status shall be credited to the employee. If the employee does not accept the job, the Employer shall have right to hire new employees in accordance with the terms of this Agreement. Probationary and temporary employees shall have no lay off or recall rights.

3. In filling vacancies or newly created positions at a particular site in the bargaining unit, preference shall

be given to those employees already employed in the building based upon the employees' seniority. Training, ability, efficiency and personality for a particular job shall also be considered.

4. Employees who are unable to perform their job because of illness or injury shall retain their seniority and position for up to ninety (90) days provided that the Union supplies a qualified temporary replacement upon request by the Employer. Employees with five years or more of seniority will be permitted to retain it for 120 days. The only payment required of the Employer for employees unable to perform their duty because of illness or injury shall be payment of Pension, Health Benefit, Legal Services and Training Fund contributions. The aforementioned contribution shall not be required on behalf of the temporary replacement. Temporary employment described herein shall be credited to the employee's trial period in the event that he is hired as a regular employee.

## **ARTICLE XXXVII WORKERS' COMPENSATION CLAIMS**

The Employer will cooperate with employees in processing worker's compensation claims and shall supply all necessary forms, properly addressed, and shall provide adequate notice of places for filing claims. Employees who are required to attend their own worker's compensation hearing shall be paid their



regularly scheduled hours during such attendance provided they are on the active payroll.

## **ARTICLE XXXVIII STAFF REDUCTION**

1. Where a member of the Association wishes to reduce the level of staffing based upon a reduction in the amount of work historically performed by the bargaining unit employees the following procedure and rules shall apply.

(a) The Employer-member shall give written notice to the Union thirty (30) days in advance of any contemplated staff reduction notifying the Union of the intent to reduce staff.

(b) The Employer and the Union shall meet as soon as possible to discuss the Employer's proposed staff reduction. If the parties agree on a staff level, they shall fix such terms and conditions as shall be fair, just and equitable.

(c) If the parties cannot agree, the matter shall be referred to arbitration on a priority basis. The parties agree to have the arbitration within twenty (20) days if the arbitrator can schedule the matter. The arbitration shall be conducted in accordance with the terms and conditions of this Agreement.

(d) The arbitrator shall note that it is the reduction of the required work that serves as the basis for the staff reduction.

(e) The Employer shall illustrate with work schedules and other appropriate evidence that the quantity of work has been significantly diminished, (e.g., elimination of a doorman, elevator operator, boiler attendant, etc.). On the basis of this evidence, the arbitrator shall then decide the level of staffing required to perform this new quantity of work.

2. Part-time employees, who are regularly scheduled for 16 hours a week or less shall not be covered by this Agreement, provided however, that all such employees who have been covered prior to March 15, 2008, shall continue to be covered. There shall be no reduction of any staff as a result of the implementation of this provision, nor shall any employee under this provision be used to substitute for any employee.

## **ARTICLE XXXIX MOST FAVORED NATION**

1. In the event that the Union enters into renewal contracts with any employer(s) which were formerly members of the BRAB and covered by the agreement between the Union and the BRAB that expired on March 14, 2011, that contain economic terms or other conditions that are more favorable to such

employer(s) than the terms contained in this Agreement, then the BRAB and its employer-members covered by this Agreement shall be entitled to have the benefit of such more favorable terms, upon notification to the Union.

2. In the event that the Union enters into renewal contracts with any other employer(s) covering apartment buildings in the Bronx which contain economic terms with respect to wage increases, wage minimums, Health Fund contributions, Pension Fund contributions, Training Fund contributions, Legal Fund contributions and maximum vacation leave entitlement (not the schedule of vacation leave accrual) that are more favorable than those contained in this Agreement, then BRAB and its employer-members covered by this Agreement shall be entitled to have the benefit of such more favorable terms, upon notification to the Union.

3. The Pension Fund contributions and maximum vacation leave entitlement included in the above Paragraph 2 shall not apply to renewal contracts covering:

(a) One-employee properties required to pay less than \$179.20 per month per employee at the end of their previous contract with the Union;

(b) Not more than forty (40) hardship properties, as determined by the Union. The Union shall maintain a list of buildings it has designated as hardship buildings under this provision and produce that list to the BRAB upon request.

(c) The Union shall not enter into any agreement with any Employer covering a one-employee residential property which provides for Employer pension contributions below the rates provided in this Agreement other than those properties the Union currently had under contract upon the expiration of the parties' previous agreement and as reflected in the list shared and agreed between the parties at the time of this agreement.

4. This Article shall not apply to newly organized buildings during their first contract period, buildings in bankruptcy, buildings in receivership, and Council 7 buildings. Notwithstanding the foregoing, the Union shall not enter into an agreement that permits employers to contribute to the Health Fund for the Tri-State Preferred plan of benefits at rates less than BRAB members are required to contribute under this Agreement.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals the day and year first written above.

BRONX REALTY ADVISORY BOARD, INC.

By: \_\_\_\_\_

William Schur, President

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 32BJ

By: \_\_\_\_\_

Michael P. Fishman, President

**EXHIBIT A:**  
**Authorization, Union Member to Local 32BJ**

I hereby authorize my Employer(s) to deduct from my compensation (including vacation and other leave benefits), irrespective of my present or future membership status in the Union, amounts equivalent to initiation fees, monthly dues, and amounts which may be levied as fees or assessments, in accordance with the Local 32BJ, Service Employees International Union Constitution and By-Laws. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in a subsequent payroll period.

This authorization is voluntarily made and it is irrevocable for a period of one year, or until the termination of the presently existing collective bargaining agreement between the Union and my Employer, whichever occurs sooner. Also, I agree that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year or for the period of each collective bargaining agreement, between the Union and my Employer, whichever is shorter, unless I give in written notice to the Union and my Employer of not more than twenty (20) and not less than ten (10) days prior to the expiration of each one year period or the then current collective bargaining agreement, whichever occurs sooner.

Local 32BJ is authorized to deposit this authorization with my current Employer(s) and with any other Employer(s) under contract with Local 32BJ in the event I change Employers or obtain additional employment; and is authorized to redeposit this authorization with any Employer under contract with Local 32BJ if my employment with that Employer terminates and I am later rehired.

### **SIDE LETTER ON MOST FAVORED NATION COMPLIANCE**

The parties agree to the following guidelines for purposes of enforcement of Article XXXIX (Most Favored Nation (“MFN”)):

1. Only the BRAB, not individual signatory employers who are members of the BRAB or individual employers who adopt the terms of this agreement, may initiate a claim requesting information from the Union under this provision or file a grievance alleging the Union violated any portion of the MFN clause. Any such claim for information or grievance shall be subject to the procedures under Article XXII (Grievance and Arbitration).
2. Local 32BJ shall grant the BRAB, upon request, and with or without cause to believe that a violation

has occurred, the right to inspect at the offices of Local 32BJ any and all current independent collective bargaining agreements subject to the MFN clause. The Union shall furnish complete and un-redacted copies of such agreements for inspection. This right of inspection shall be granted on no more than two (2) occasions during the term of the current agreement, subject to renewal by agreement between the parties.

3. All reasonable copying costs associated with the BRAB's inspection shall be paid by the BRAB. Any additional costs will be subject to negotiation between the parties.

4. The BRAB shall have the right to a copy of any independent agreement reviewed by the BRAB, subject to Paragraph 3 and the Union's right to redact confidential, identifying, and/or terms irrelevant to the Union's obligations under the MFN clause. In the event the parties disagree about information the Union seeks to redact from the requested copies, the parties may submit such dispute to arbitration. Furthermore, any such request for a copy must be reasonable and not merely blanket requests lacking any basis that the requested agreement(s) may contain a possible MFN clause violation.

5. Nothing in this side letter is intended to limit the BRAB's statutory right to seek information based



upon reasonable cause that a violation has occurred or to file a grievance alleging such a violation at any time, subject to the terms and procedures of the contract.

### **SIDE LETTER ON WORK GUIDELINES**

The parties agree to establish a Joint Committee for the purpose of discussing work guidelines, which shall complete its work within 90 days of the date hereof.

### **SIDE LETTER ON ARBITRATIONS**

The parties agree to form a joint committee to discuss and review the arbitration procedures, including arbitrations relating to fund contributions, provided that nothing herein shall be construed as an agreement to alter current fund collection procedures. This committee shall complete its work within 90 days of the date hereof.

### **SIDE LETTER ON LEAD PAINT HAZARDS TRAINING**

The parties agree to request the Training Fund provide a course for superintendents on lead paint hazards and procedures leading to a certificate recognized by the EPA/NYC LL One certifying the employee as "Lead Safe Practices Worker," and to

direct the Trustees to study the cost implications of providing such training.

**SIDE LETTER ON PRIOR BETTER  
WORKING CONDITIONS**

The parties agree to establish a committee to review and discuss Article XIX (Prior Better Working Conditions), which shall complete its work within 90 days of the date hereof.

**BRONX REALTY ADVISORY BOARD, INC.**

William Schur, President  
Michael Laub, Chairman of the Board  
Carol Keenan, Esq., Executive Director  
850 Bronx River Road, Suite 105  
Yonkers, NY 10708  
914-966-2000  
Clifton, Budd & DeMaria, Counsel

**SEIU, LOCAL 32BJ**

Michael P. Fishman, President  
Kevin J. Doyle, Executive Vice President  
Héctor J. Figueroa, Secretary-Treasurer  
Kyle Bragg, Vice President  
101 Avenue of the Americas  
New York, NY 10013  
212-388-3800

## NOTES

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