

2019 BRONX NEGOTIATIONS BETWEEN SEIU LOCAL 32BJ AND THE BRAB
MEMORANDUM OF AGREEMENT

The Bronx Realty Advisory Board, Inc. ("BRAB") and SEIU Local 32BJ ("Union") renew and extend all terms of their 2015-2019 collective bargaining agreement (the "Agreement"), except as modified below:

1. Index: Update the pagination of the "Index" to correspond with the headings and page numbers.

Article I: Union Shop

1. Revise Article I, Section 4 as follows:

"4. All employees in the bargaining unit covered by this Agreement who are members of the Union at the time *of its execution* ~~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 thereto 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."

2. Add the following sections to Article I, Section 5:

“(d) The parties acknowledge and agree that the term “written authorization” as provided in this Agreement includes authorizations and revocations 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, and authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union. The Employer shall accept such electronic records from the Union as valid written authorizations for, or revocations of, deduction and remittance.”

“(e) Employers who are not currently accepting electronic records as valid written 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. Upon an Employer’s reasonable demonstration to the Union and the BRAB of difficulty implementing the provisions set forth in this Article I, Section 5, sub-paragraphs (d) and (e), the Transition Period shall be extended for up to three (3) months. 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.”

3. Add the following section to Article I, Section 5:

“(f) 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 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. Upon an Employer’s reasonable demonstration to the Union and the BRAB of difficulty implementing the

provisions set forth in this Article I, Section 5, sub-paragraphs (f), the Transition Period shall be extended for up to three (3) months.”

Article IV – Trial Period and Temporary Employees

1. Add to the end of Article IV, Section 1 the following language:

“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 and yet has also not concluded that the employee may not be suitable for continued employment. In those circumstances, if the Employer requests by written notice to the Union, employee, and the BRAB that the employee’s probationary period be extended for 30 days, the Union shall not unreasonably withhold consent.”

2. Add the following Section to Article IV:

“3. The Employer shall notify the Union in writing of the employment of temporary employees no later than 30 days following the date of hire. Such notice shall state the employee’s name, date of hire, work location, position or job classification, and rate of pay.”

Article VIII – Sick/Personal Days

1. Modify Section 4 of Article VIII as follows:

“4. The parties agree that on an annual basis the paid leave benefits provided regular employees under this Agreement are comparable to or better than those provided under the New York City Earned *Safe and* Sick Time Act, N.Y.C. Admin. Code §20-911 et seq. Therefore, the provisions of that Act are hereby waived.”

2. Add the following section to Article VIII:

“5. Employees may not take vacation days and personal days on a consecutive basis without the prior approval of the Employer.”

Article XII – Work Week

Add the following section to Article XII:

“7. The parties have bargained for schedules, paid time off, and leaves of absences for employees in this Agreement which are more generous than those provided under the New York City Temporary Schedule Change Law and, so, the parties waive the application of that law.”

Article XIII – Overtime

1. Revise Article XIII, Section 5 as follows:

“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)~~ ten dollar (\$10.00) meal allowance.”

2. Add the following section to Article XIII:

“6. No employee shall work any non-emergency overtime hours without written approval of the Employer. Employees shall report to the Employer emergency overtime hours worked as soon as reasonably practicable.”

3. Add the following section to Article XIII:

“7. Subject to the principles set forth 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 BRAB and Union agree to establish a mediation process for handling such claims. The following principles shall apply:

(a) 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.

(b) 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 or 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 collective 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.

(c) 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.

(d) 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.

(e) 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.

(f) The BRAB 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 BRAB 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.

(g) 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.

(h) 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."

Article XIV – Wages

1. Replace Article XIV, Section 1, sub-paragraphs (a) through (d) with the following

1. Employees shall receive the following wage increases in Article XIV, Section 1, sub-paragraphs (a) through (d) or the minimum wage rates in Article XIV, Section 1, sub-paragraph (e), whichever results in a higher rate of pay.

- (a) Effective March 15, 2019, each full-time employee employed by a member of the BRAB shall receive an increase of \$0.3125 per hour, or \$12.50 per week. Each part-time or work-out employee shall receive an increase of \$0.3125 per hour.

- (b) Effective March 15, 2020, each full-time employee employed by a member of the BRAB shall receive an increase of \$0.325 per hour, or \$13.00 per week. Each part-time or work-out employee shall receive an increase of \$0.325 per hour.

- (c) Effective March 15, 2021, each full-time employee employed by a member of the BRAB shall receive an increase of \$0.4625 per hour, or \$18.50 per week. Each part-time or work-out employee shall receive an increase of \$0.4625 per hour.

- (d) Effective March 15, 2022, each full-time employee employed by a member of the BRAB shall receive an increase of \$0.80 per hour, or \$32.00 per

week. Each part-time or work-out employee shall receive an increase of \$0.80 per hour.

2. Replace Article XIV, Section 1, sub-paragraphs (e) and (f) with the following:

“(e) The minimum hourly wage rate shall be as follows:

- (i) In buildings with over 5 employees:

	Effective March 15, 2019	Effective March 15, 2020	Effective March 15, 2021	Effective March 15, 2022
Super /Handyperson	\$0.50 per hour over the applicable statutory minimum wage	\$16.50 per hour	\$17.00 per hour	\$18.00 per hour
Other	\$0.25 per hour over the applicable statutory minimum wage	\$15.50 per hour	\$16.00 per hour	\$16.50 per hour

- (ii) In buildings with 5 or less employees:

	Effective March 15, 2019	Effective March 15, 2020	Effective March 15, 2021	Effective March 15, 2022
All Classifications	\$0.20 per hour over the applicable statutory minimum wage	\$15.25 per hour	\$15.50 per hour	\$16.00 per hour

Article XXVII: Fund Contributions

1. Maintain employer participation in the Service Employees 32BJ North Health Benefit Fund at the following monthly contribution rates:

Effective April 1, 2019:	\$1,299.00
Effective January 1, 2020:	\$1,295.78
Effective April 1, 2020:	\$1,368.78
Effective April 1, 2021:	\$1,444.78
Effective April 1, 2022:	\$1,526.78

2. Maintain employer participation in the Service Employees 32BJ North Pension Fund at the following monthly employer contribution rates as determined under the Preferred Schedule of Benefits of the Rehabilitation Plan, as modified:

Effective April 1, 2019: \$334.02

Effective April 1, 2020: \$357.40

Effective April 1, 2021: \$382.42

Effective April 1, 2022: \$409.19

3. Revise Article XXVII, Section 3 as follows:

“Effective April 1, 2019, the Employer agrees to contribute to the Service Employees 32BJ North Legal Services Fund the sum of seven-dollars ~~(\$7.00)~~ nine dollars (\$9.00) per employee per month, to provide eligible employees with such benefits as may be determined by the Trustees of the Fund.”

4. Maintain employer participation in the Thomas Shortman Training, Scholarship and Safety Fund plan at the current monthly employer contribution rate of \$14.13.

5. Maintain employer participation in the Building Service 32BJ Supplemental Retirement and Savings Plan (SRSP) with the current employer contribution rate of \$5.00 per week.

6. Revise Article XXVII, Section 5, sub-paragraph (a) as follows:

“(a) If any Employer fails to file required reports and/or payments to the North Health Fund, North Pension Fund, North Legal Services Fund, Thomas Shortman Training Fund, or the Supplemental Retirement Savings Plan, 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 *a rate established by the Trustees of the Funds* ~~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.”

7. Revise Article XXVII, Section 5, sub-paragraph (d) as follows:

“(d) 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 90 days 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. Employees who return to work within ninety-one (91) days of an absence, or termination for any reason shall have no new waiting period and Employer contributions shall commence immediately, as required by the ACA. *For the*

purposes of contributions to the North Health, Pension, SRSP, Legal and Training Funds, "eligible employees" is defined as all employees covered by this Agreement who have satisfied the 90-day wait period for all new hires."

8. Add the following as Article XXVII, Section 5, sub-paragraph (h):

"(h) 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 or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions."

Article XXX – Leaves of Absence

Add the following as a new Section (b) to Article XXX and label the existing paragraph as Section (a):

"(b) Employers shall provide family leave in accordance with the coverage and requirements of the NYS Paid Family Leave Act. 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 the FMLA. All leaves under this Section will run concurrently."

Article XXXVI – Seniority

1. Modify Article XXVI, Section 1 to change the reference to thirty (30) days' notice to four (4) weeks' notice.

Article XXXII – Termination of Agreement

Modify Article XXXII, Section 1 to provide for a four (4) year agreement, effective from March 15, 2019 to March 14, 2023.

New Side Letter re: Prevailing Wage

In the event a prevailing wage or other government-mandated compensation standard applies to a location, the Employer shall pay the employees at the wage rate provided by the applicable standard. Additionally, the Employer and the Union shall meet to negotiate the allocation of supplemental benefits, if any, provided by a prevailing wage or other government-mandated compensation standard. The Employer shall escrow supplemental benefits that become due to any employee(s) under applicable law, and negotiate with the Union regarding distribution of the escrowed supplemental benefits. Nothing under this Agreement is intended to reduce or eliminate in whole or in part the Employer's obligations under applicable prevailing wage laws or waive, limit, or restrict an Employer's right to challenge or contest the application of or a determination with respect to a prevailing wage or other government-mandated compensation standard to an Employer or property. If the Employer has been paying supplemental benefits, it shall not be required to cease doing so

during negotiations with the Union. If a governmental entity advises that escrowed supplemental benefits must be paid by the Employer to the employees and not into escrow, the Employer may comply with that advice.

New Side Letter re: Pension Fund Assessment

In the event that the trustees of the Pension Fund impose a funding deficiency payment requirement or assessment, the Union and BRAB agree to promptly meet and discuss the economic impact of such action.

Side Letters

Renew the Side Letter on Most Favored Nation Compliance.

Ratification

The terms of this Memorandum of Agreement are subject to ratification by the Union membership and BRAB Board of Directors and individual employer assents.

SEIU LOCAL 32BJ

By: _____

John Santos
VicePresident

Date: _____

3/12/19

**BRONX REALTY ADVISORY BOARD,
INC.**

By: _____

William Schur
President

Date: _____

3/12/19