

Realty Advisory Board on Labor Relations, Incorporated

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Bulletin

September 19, 2016

NO. Commercial Bulletin #397 Contractor Bulletin #23

TO: * Representatives of Commercial Buildings employing Security Officers under the RAB Security Officers Owners Agreement
* Representatives of Commercial Buildings and Contractor Members in the RAB

2016 Security Officers Owners Agreement

The Realty Advisory Board and Local 32BJ, SEIU have reached agreement on the terms of the 2016 Security Officers Owners Agreement (the "Agreement"). The Agreement provide for the continuation of the existing Agreement with the following modifications:

TERM: The Agreement shall be effective as of May 1, 2016, and shall expire on April 30, 2020.

WAGE INCREASES:

(a) SECURITY OFFICER I:

- 1) Effective January 1, 2016 – \$0.45 per hour
- 2) Effective January 1, 2017 – \$0.45 per hour
- 3) Effective January 1, 2018 – \$0.50 per hour
- 4) Effective January 1, 2019 - \$0.60 per hour

(b) SECURITY OFFICER II:

- 1) Effective January 1, 2016 – \$0.45 per hour
- 2) Effective January 1, 2017 – \$0.45 per hour
- 3) Effective January 1, 2018 – \$0.50 per hour
- 4) Effective January 1, 2019 - \$0.60 per hour

(c) SECURITY OFFICER III:

- 1) Effective January 1, 2016 – \$0.45 per hour
- 2) Effective January 1, 2017 – \$0.45 per hour
- 3) Effective January 1, 2018 – \$0.50 per hour
- 4) Effective January 1, 2019 - \$0.60 per hour

(d) ARMED GUARD

- 1) Effective January 1, 2016 – \$0.25 per hour
- 2) Effective January 1, 2017 – \$0.25 per hour
- 3) Effective January 1, 2018 – \$0.25 per hour
- 4) Effective January 1, 2019 - \$0.25 per hour

NEW HIRES:

The Parties agreed on a New Hire wage rate, to replace the previous tiered system, to be effective during the first 36 months of covered employment of a newly hired security officer in the Security Officer I classification. The New Hire wage rates are designed to approximate 85% of the minimum contractual wage rate, and are set forth below:

Effective January 1, 2016	\$14.00
Effective January 1, 2017	\$14.40
Effective January 1, 2018	\$14.80
Effective December 31, 2018	\$15.50

Following the completion of the 36 month period, an employee in the Security Officer I category must be paid at least the applicable minimum contractual wage rate.

The “trial or probationary period” for newly hired employees may be extended for a period of sixty (60) days upon written notice to the Union and the Employee.

FUND CONTRIBUTIONS:

HEALTH FUND:

- Effective January 1, 2016 – \$700.00 per month
- Effective January 1, 2017 – \$735.00 per month
- Effective January 1, 2018 – \$770.00 per month
- Effective January 1, 2019 – \$807.00 per month
- Effective January 1, 2020 – \$858.00 per month

LEGAL FUND:

No change from \$199.60 per year from January 1, 2016 through April 30, 2020.

TRAINING FUND:

No change from \$312.00 per year from January 1, 2016 through April 30, 2020.

SRSP:

No contribution change during the Agreement and continues at \$16 per week, per employee.

DUES CHECKOFF:

The parties agreed that all Employers who are currently transmitting dues, initiation fees, legal assessments and other deductions to the Union electronically, utilizing the 32BJ self-service portal, shall continue to do so. All Employers who are not presently doing so, will begin to transmit the above-mentioned deductions no later than September 30, 2016. In addition, the Union will specify reasonable and necessary information that Employers will be required to transmit with the deductions. Through September 30, 2016, no employer who deducts appropriately, but whose electronic transmissions are delayed, shall be subject to interest or penalties because of such delay.

The Union has agreed to provide reasonable training on the 32BJ self-service portal, and no Employer who reasonably requests training will be required to transmit deductions electronically until the Union has provided the requested training, notwithstanding the September 30, 2016 date to comply with electronic deduction transmission.

REASON FOR DISCHARGE:

The parties agreed that the Employer may amend or supplement the reasons for discharge stated in an employee's termination letter, provided that such change is made within a reasonable time.

SICKNESS BENEFITS:

The former Sick Leave benefit provisions were deleted from the Agreement. The new Sick Leave provision provides the benefits below:

Employees who have completed 120 days of continuous employment will receive up to 5 sick days per year, in the first three (3) years of their employment. In the first year of their employment, an employee will accrue 1 hour of sick leave for every 30 hours worked, until the maximum of 5 days is reached. Employees who have passed their 3rd anniversary of employment with the Employer will receive six (6) days sick leave per year.

The parties agreed that the paid leave benefits under the Agreement are comparable to or better than those provided by the New York City Earned Sick Time Act, N.Y.C. Admin. Code § 20-911, *et seq.*, and the provisions of that Act are, therefore, waived.

The parties agreed that each Employer with a payment practice concerning an employee who calls out sick on a holiday may continue to follow that payment practice under the Agreement.

HOLIDAYS:

Employees must have worked for one (1) year for their employer to be eligible to receive paid holidays.

Dr. Martin Luther King, Jr., Day was added to the list of holidays starting 1/1/18.

EMERGENCY LEAVES OF ABSENCE:

All qualifying leaves shall be deemed to run concurrently with leave under the Family and Medical Leave Act (FMLA) and/or any State or City leaves, as applicable.

VACATION RELIEF EMPLOYEES:

Language will be added to the Agreement to clarify that vacation relief employees are not eligible for Benefit Funds coverage during the five month vacation relief period.

LANGUAGE CHANGES:

In addition to the above changes, there are several date changes and language changes of a technical nature that will appear in the new Agreement. The new Agreement will be mailed to RAB members as soon as possible.

2016 Window Cleaners Agreement

The Realty Advisory Board and Local 32BJ, SEIU have reached agreement on the terms of the 2016 Window Cleaners Agreement (the "Agreement"). The Agreement provides for the continuation of the existing Agreement with the following modifications:

TERM: The Agreement shall be effective as of January 1, 2016, and expires on December 31, 2019.

WAGE INCREASES:

(a) Window Cleaners:

- 1) Effective January 1, 2016 – \$0.70 per hour
- 2) Effective January 1, 2017 – \$0.60 per hour
- 3) Effective January 1, 2018 – \$0.60 per hour
- 4) Effective January 1, 2019 – \$0.775 per hour

(b) Apprentices

For Apprentices employed on or after January 1, 2016, the following shall be the hourly wage progression:

	Jan. 1, 2016	Jan. 1, 2017	Jan. 1, 2018	Jan. 1, 2019
0-4 Months	20.73	21.24	21.68	22.25
4 Months	22.41	22.96	23.44	24.06

8 Months	23.75	24.34	24.85	25.50
12 Months	25.12	25.74	26.28	26.97
16 Months	26.47	27.12	27.69	28.42
18 Months	28.10	28.70	29.30	30.07

Further, an apprentice shall not advance to the journeyman rate until completing both the required course work and the 3,000 hours of documented window cleaning work required for completion of the Apprenticeship Program.

PREMIUM INCREASE:

SCAFFOLD PAY:

- 1) Effective January 1, 2016 – \$20.50 per day
- 2) Effective January 1, 2017 – \$21.00 per day
- 3) Effective January 1, 2018 – \$21.50 per day
- 4) Effective January 1, 2019 – \$22.00 per day

FUND CONTRIBUTIONS:

HEALTH FUND:

- Effective January 1, 2016 – \$16,448.24 per year
- Effective January 1, 2017 – \$17,446.64 per year
- Effective January 1, 2018 – \$18,494.44 per year
- Effective January 1, 2019 – \$19,790.80 per year

PENSION FUND:

- Effective January 1, 2016 – \$102.75 per week
- Effective January 1, 2017 – \$106.75 per week
- Effective January 1, 2018 – \$110.75 per week
- Effective January 1, 2019 – \$114.75 per week

LEGAL FUND:

No change from \$199.60 per year from January 1, 2016 through December 31, 2019.

TRAINING FUND:

No change from \$169.60 per year from January 1, 2016 through December 31, 2019.

SRSP:

No change from \$13 per week from January 1, 2016 through December 31, 2019.

NEW HIRES:

There will be a “trial or probationary period” for newly hired employees for a period of ninety (90) days.

There will be a “trial or probationary period” for apprentices for a period of one hundred twenty (120) days from date of employment.

DUES CHECKOFF:

The parties agreed that all Employers who are currently transmitting dues, initiation fees, legal assessments and other deductions to the Union electronically, utilizing the 32BJ self-service portal, shall continue to do so. All Employers who are not presently doing so, will begin to transmit the above-mentioned deductions no later than September 30, 2016. In addition, the Union will specify reasonable and necessary information that Employers will be required to transmit with the deductions. Through September 30, 2016, no employer who deducts appropriately, but whose electronic transmissions are delayed, shall be subject to interest or penalties because of such delay.

The Union has agreed to provide reasonable training on the 32BJ self-service portal, and no Employer who reasonably requests training will be required to transmit deductions electronically until the Union has provided the requested training, notwithstanding the September 30, 2016 date to comply with electronic deduction transmission.

SICKNESS BENEFITS:

The parties agree that the paid leave benefits in the CBA are comparable to or better than those provided under the New York City Earned Sick Time Act, N.Y.C. Admin. Code § 20-911 et seq. Therefore, the provisions of that Act are hereby waived.

LEAVES OF ABSENCE:

All leave time in the agreement will run concurrently with the FMLA leave and/or applicable State or City laws, assuming these statutes are applicable.

Leaves of absence for illness or injury are not to exceed one hundred twenty (120) days, an increase from sixty (60) days to be more in line with the Commercial and Contractor Agreements.

HOURS OF WORK:

The hours of work shall be set at the Employer's discretion with a normally scheduled day to not exceed 8 hours with a 1 hour unpaid lunch.

MISCELLANEOUS:

Employers now have 1 week instead of 48 hours to notify the Union of hiring an employee.

Employers can assign work to window cleaners to do during rainy or snowy days.

LANGUAGE CHANGES:

In addition to the above changes, there are several date changes and language changes of a technical nature that will appear in the new Agreement. The new Agreement will be mailed to RAB members as soon as possible.

2016 RAB Craft Agreement

The Realty Advisory Board and the Maintenance Division of the Construction Trades Council of Greater New York have reached tentative agreement on the terms of the 2016 Craft Agreement which covers Carpenters (Local 157), Painters (Local 1456), Electricians (Local 3), and Steamfitters (Local 638) employees directly employed in buildings. The Agreement provides for the continuation of the existing Agreement with the following modifications:

TERM: Four (4) years, effective January 1, 2016 through January 31, 2020.

WAGE & BENEFIT FUND INCREASES:

2016 – 3%
2017 – 3%
2018 – 3%
2019– 3.25%

Employees who are covered under the Local 32BJ Benefit Funds will receive the following rates of pay, and the contributions to the 32BJ Benefit Funds will be the same as those contributions under the Commercial Building Agreement:

- 1) Effective January 1, 2016: Mechanics - \$39.385 per hour
Helpers - \$29.91 per hour
- 2) Effective January 1, 2017: Mechanics - \$40.315 per hour
Helpers - \$30.555 per hour
- 3) Effective January 1, 2018: Mechanics - \$41.265 per hour
Helpers - \$31.215 per hour
- 4) Effective January 1, 2019: Mechanics - \$42.28 per hour
Helpers - \$31.90 per hour

In some buildings, employees are covered by Craft Benefit Funds and/or different Annuity provisions than the Commercial Building Agreement Annuity Fund Contribution rates of \$13.00 per week. Rates under those Agreements are determined by applying the above percentage for each year to the existing rates, and will be listed on an attachment to the Assent, to be obtained from this office.

ARBITRATION:

New language provides arbitrators the authority to hear unfair labor practice claims that were filed with the National Labor Relations Board (NLRB). If you are contacted by the NLRB concerning a charge, please contact the RAB.

The contract allows arbitrators to hear claims of employees who received wage overpayments.

SICKNESS BENEFITS:

The parties agree that the paid leave benefits in the CBA are comparable to or better than those provided under the New York City Earned Sick Time Act, N.Y.C. Admin. Code § 20-911 et seq. Therefore, the provisions of that Act are hereby waived.

LEAVE OF ABSENCE:

All leave time in the agreement will run concurrently with the FMLA leave and/or applicable State or City laws, assuming these statutes are applicable.

HOLIDAYS:

Washington’s Birthday has been changed to President’s Day.

WORK SHOE REIMBURSEMENT:

Beginning January 1, 2018 the work shoe reimbursement amount shall be increased to \$145.00 and beginning January 1, 2019 increased to \$155.00.

MEAL ALLOWANCE:

Starting January 1, 2019, the meal allowance shall be increased to \$16.00.

SNOW EMERGENCY:

There shall be no loss of pay as a result of the Governor of the State of New York declaring a State-Wide State of Emergency, because of snow, which results in the closing of ALL roads, bridges, tunnels AND mass-transit throughout New York State during the hours the affected employees were scheduled to work for a maximum of eight (8) hours.

DISCRIMINATION:

Provides for mandatory mediation and arbitration of covered statutory employment claims.

LANGUAGE CHANGES:

In addition to the above changes, there are several dates changes and language changes of a technical nature which will appear in the new agreement.

If you have questions on any of the items in this bulletin or require a new Assent covering your directly employed Craft personnel, please contact this office.
