



Bronx Realty Advisory Board, Inc.
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MEMORANDUM

TO: Owners and Managing Agents of
Residential Buildings in the Bronx

FROM: William Schur
President

DATE: March 12, 2019

RE: 2019 Collective Bargaining Agreement
Between the BRAB and Local 32BJ

The Bronx Realty Advisory Board, Inc. (“BRAB”) and SEIU Local 32BJ (“Local 32BJ”) have reached agreement on the terms of the 2019 – 2023 collective bargaining agreement. Consistent with the BRAB’s negotiations history, the total actual cost (and percentage) increase from this contract to the 2015-2019 collective bargaining agreement is less than those corresponding increases for Co-Op City and the Building & Realty Institute of Westchester & The Mid-Hudson Region.

The Agreement provides for a continuation of the existing Agreement with the following modifications:

1. **Terms:** The Agreement is effective as of March 15, 2019 and expires on March 14, 2023.
2. **Wages Increases:**
 - a. Effective March 15, 2019 - \$12.50 per week (\$0.3125 per hour);
 - b. Effective March 15, 2020 - \$13.00 per week (\$0.3250 per hour);
 - c. Effective March 15, 2021 - \$18.50 per week (\$0.4625 per hour);
 - d. Effective March 15, 2022 - \$32.00 per week (\$0.80 per hour).

3. **Minimum Wage Rate Increases:** Minimum wage rate increases as follows:

a. 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
Others	\$0.25 per hour over the applicable statutory minimum wage	\$15.50 per hour	\$16.00 per hour	\$16.50 per hour

b. In buildings with 5 or less employees:

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

4. **Fund Contributions:**

a. **Health Fund:** Increase per employee as follows:

- i. Effective April 1, 2019 - \$1,299 per month;
- ii. Effective January 1, 2020 - \$1,295.78 per month;
- iii. Effective April 1, 2020 - \$1,368.78 per month;
- iv. Effective April 1, 2021 - \$1,444.78 per month;
- v. Effective April 1, 2022 - \$1,526.78 per month.

b. **Pension Fund:** Increase per employee as follows:

- i. Effective April 1, 2019 - \$334.02 per month;
- ii. Effective April 1, 2020 - \$357.40 per month;
- iii. Effective April 1, 2021 - \$382.42 per month;
- iv. Effective April 1, 2022 - \$409.19 per month.

- c. **Legal Fund:** Effective April 1, 2019, contributions to the Legal Fund increase from \$7.00 to \$9.00 per month per employee.
 - d. **Training Fund:** No additional change. The contribution rate remains \$14.13 per month per employee.
 - e. **Supplemental Retirement Savings Plan:** No additional change. The contribution rate remains \$5.00 per week per employee.
5. **Wage-and-Hour Claims:**
- a. The parties agreed that all statutory claims asserting violation of wage and hour laws (e.g. overtime claims) will be subject to mandatory mediation to attempt to narrow or resolve that claim.
 - b. This mediation is intended to occur prior to litigation of a wage-and-hour claim, and any claim filed in court should be stayed pending the outcome of the required mediation.
6. **Overtime:** Except in emergency circumstances, employees may not work overtime hours without approval of the employer. Employees are required to report emergency overtime hours worked to the employer as soon as practicable.
7. **Probationary Period:** Trial periods for newly hired employees may be extended for a period of 30 days upon written request of the employer and consent of the Union, which the union may not unreasonably withhold.
8. **Meal Allowance:** The meal allowance increases from \$7.50 to \$10.00 for non-resident employees that work eight hours in a day and are required to work at least four hours of overtime.
9. **Sick/Personal Days:** The parties agreed that the paid leave benefits are comparable to those required by the New York City Earned Safe and Sick Time Act. Therefore, the parties waived the provisions of that Act.
10. **Schedule Changes:** The parties agreed that the schedules, paid time off, and leaves of absence are comparable to those required by the New York City Temporary Schedule Change Law. Therefore, the parties waived the provisions of that law.
11. **Paid Family Leave:** Employers will provide paid family leave in accordance with the requirements of applicable state and federal law. All applicable leaves will run concurrently.
12. **Union Security:**
- a. The parties agreed that all employer who are currently transmitting dues, initial fees, legal assessments, and other deductions to the Union electronically, utilizing the 32BJ self-service portal, shall continue to do so.

- b. All employers who are not presently doing so will begin to transmit the above-mentioned deductions no later than nine months from the date that the employer assents to the Agreement.
- c. The nine-month transition period may be extended an additional three months upon an individual employer's show of reasonable difficulty to the BRAB and the Union implementing the electronic authorizations and transmissions.
- d. The Union will provide training to the employers on the 32BJ self-service portal, and no employer who reasonably requests training will be required to transmit deductions electronically until the transition period has expired.

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

W.S.