

ABOMA/SEIU LOCAL 1 DOOR STAFF COLLECTIVE BARGINING AGREEMENT

EFFECTIVE DECEMBER 1, 2016 AND ENDING ON NOVEMBER 30, 2019

OVERVIEW OF ECONOMIC CHANGES

Please note that these changes as well as the 401(k) Pension Savings Plan option only relate to ABOMA Member Buildings electing to participate in the ABOMA Door Staff CBA.

ABOMA is working with the Union on the full contract language and when complete, is reviewed by counsel, and ABOMA has received all the Labor Authorization Forms, the new CBA will be printed and distributed to ABOMA Members and posted on the ABOMA Web site in pdf format. We anticipate that this may be as late as mid-November, as some buildings presently contributing pension contributions to NIPF are in the process of deciding if they wish to withdraw from the NIPF and switch to the 401(k) pension savings plan.

We are pleased with this new CBA which benefits and protects our member buildings with limited and defined cost increases for the next 3 years, and in total averages just a fraction above 2.6% each year for the next 3 years.

We are grateful to the Negotiations Committee members, and to all ABOMA members who provided input and suggestions for the lengthy negotiations process.

Wages

Effective 12/1/2016 Increase of \$0.50 per hour – new hourly rate will be \$16.25.

Effective 12/1/2017 increase of \$0.50 per hour – new hourly rate will be \$16.75.

Effective 12/1/2018 increase of \$0.45 per hour – new hourly rate will be \$17.20.

Effective 12/1/2016 "Lead Employee" premium increased \$0.15 per hour – new hourly premium will be fifty (\$0.50) cents per hour in excess of the established minimum.

Pension Contribution (both the 401(k) plan and the NIPF Plan)

\$0.05 per hour increase in the third year of the agreement.

New hourly pension contribution effective 12/1/2018 rate will be \$0.70 per hour.

SEIU Local 1 Health Plan

ABOMA and the Union agreed to switch coverage from the SEIU Local 25 Health Plan to the SEIU Local 1 Health Plan. Details and exact date of this change are being addressed by the Plans. A disability component will be included in the Health Plans for the Door Staff CBA only. Co-pays of \$20.00 per month for Plan A and \$90.00 per month for Plan B are also included in the new CBA.

NOTIFICATION OF THE HEALTH PLAN CHANGE DATE AND BILLING PROCESS WILL BE DISTRIBUTED TO ALL ABOMA MEMBERS COVERED BY THIS CBA

It is of note that Local 1 strongly encouraged the change from the SEIU Local 25 Health Plan to the Local 1 Health Plan. The terms of the Local 1 Health Plan are more reflective of the typical health coverage plans with which most of us are familiar, and include the same co-pays currently applied to janitorial staff.

SEIU Local 1 Health Fund rates will be:

Effective 12/1/2016 \$722.80 per month (\$4.17 per hour).

Effective 12/1/2017 \$722.80 per month (\$4.17 per hour) no increase.

Effective 12/1/2018 \$732.00 per month (\$4.22 per hour) \$0.05 per hour increase.

**OVERVIEW OF CHANGES IN LANGUAGE AND TERMS IN THE ABOMA/SEIU LOCAL 1 DOOR STAFF CBA
AGREEMENT WHICH WILL BECOME EFFECTIVE DECEMBER 1, 2016**

ALL REFERENCES TO DOORMEN WILL BE CHANGED TO DOORSTAFF THROUGHOUT THE AGREEMENT

UNION DUES DEDUCTION BY EMPLOYER

Section 3. The Employer shall deduct from the wages of employees who authorize such deductions in writing, monthly Union dues **and initiation fees (to be deducted in two installments when billed by the Union)**, in advance, in the first pay period of each month. *Note: Language added is consistent with the ABOMA Janitorial CBA.*

DISCIPLINE, DISCHARGE

Section 6.

No warnings or reprimands shall be considered for purposes of disciplinary action after twenty-four (24) months from the date of the warning or reprimand. *Note: The employer can keep the warnings or reprimands in the employee's file.*

SICK PAY

Section 1. Sick Leave Pay.

Employees may carry over any unused sick days from year to year, up to maximum accumulation of **thirty (30) days**. *Note: Accumulation increased from 25 days to 30 days*

HOLIDAYS

Subsection (b):

(i) A complete physical examination shall include, at a minimum, **a majority of the following:**

1. A consultation with a physician;
2. A comprehensive examination;
3. Complete blood counts;
4. Chemistries;
5. Electrocardiogram;
6. Chest X ray;
7. Urinalysis.

HEATH, PENSION AND TRAINING FUNDS

Language to be added:

- 1) Changing contribution due date from the 10th of the month to the 15th of the month;
- 2) Clarifying that no contribution will be required for or on behalf of any substitute for an absent Employee while contributions are being made on behalf of the absent Employee. Buildings shall not be required to pay twice on any scheduled coverage for work.

PENSION 401 (k)

Note: Language allowing VOLUNTARY Employer "matching" of employee's contribution added to Section 2

(f) In addition to the contributions in (a), (b) and (c) above, for Employees in the 401 (k) through elective participation for retirement savings, the Employer may elect solely at the discretion of the Employer to match the Employees contribution or portion of their contribution up to allowable annual amounts pursuant to ERISA and Section 415 of the Internal Revenue Service by the Employee. The Employer, if they so choose to match contributions, shall set the terms of the 401 (k) match for their employees. This benefit may be terminated at any time by the Employer.

WORKWEEK

Section 1. Forty (40) hours of actual work shall constitute a week's work, the same to be worked in not more than five (5) consecutive days. All work performed in excess of forty (40) hours in one week **or eight hours in one day**, shall constitute overtime and shall be paid for at the rate of time and one half the employee's hourly

rate and the employee shall not be required to take compensatory time off unless agreed to by the Employer, Employee and the Union. ~~If any full-time Employee is required to work beyond his or her regular scheduled hours in any one day, the Employee shall be paid therefore at the rate of time and one-half the Employee's regular rate and shall not be required to take compensatory time off unless agreed to by the Employer, Employee and the Union. All full-time employees whose hours worked are in excess of his or her regularly scheduled Work Week shall be paid for those overtime hours worked at the rate of time and one-half, computed on the basis of the Employee's regular wage rate. If any Employee is called back to work in less than twelve (12) hours after the end of his or her last shift worked, the Employee shall be paid at twice his or her regular wage rate for the hours worked in the called back shift.~~

SUBCONTRACTING REVISIONS

Section 3. If any Employer shall, during the life of this Agreement, contract for all or (a) A provision binding the contractor to observe the economic terms and conditions of this Agreement, such as wages, hours and fringe benefits (if Employees covered by 401 (k) plan rather than NIPF at time of subcontracting, Contractor shall continue to contribute to 401 (k) plan on behalf of all Employees regularly assigned to work at the premises), and;

WAGES

Section 6. Employers will make their best effort to issue paychecks for pay discrepancies within two (2) business days after being notified by employee or Union if the amount is over \$100.00.

VACATIONS

Section 6. Temporary Employees can be employed and paid pursuant to Article II-A, Sections 1 and 2 as set forth in this agreement when necessary to take the place of regular Employees on vacation.

LEAVE OF ABSENCE

Section 3. An Employee selected to represent the Union at conventions, conferences, collective bargaining, grievance and arbitration proceedings or for other Union business, shall be granted a personal leave of absence if no other employees shall be on leave or vacation up to fourteen (14) days after two (2) years of seniority and up to forty-five (45) days after five (5) years of seniority to carry out said business. Only one Employee per building can be granted a personal leave of absence to represent the Union at conventions, conferences, collective bargaining, grievance and arbitration proceedings or for other Union business. In each case the Union shall notify the Employer in writing ten (10) days in advance.

During all such leaves of absence provided for in this Article, the employee shall update the Employer of the anticipated return to work and, in addition, the employee shall contact the Employer every thirty (30) days to update their status.

TRAINING

The Labor Management Committee in cooperation with the Training Fund will mutually agree upon required classes. Classes will be offered through the Training Fund. It shall be mandatory for all employees hired after December 1, 2016 to attend the training classes through the Local 1 Training Fund.

RESIDENTIAL PARKING CONTRACT

Apartment Building Owners and Managers Association and Teamsters Local 727

October 31, 2016 Tentative Agreement on Economics

The following economic changes become effective on November 1, 2016. ABOMA and the Union are working on final contract language and when complete electronic copies of the CBA will be email to all ABOMA participating Member Buildings.

Five Year Agreement beginning November 1, 2016 and ending October 31, 2021

- (1) Article 12, Section 1 (Sick and Personal Leave)
Nine combined sick and/or personal days per year with one additional sick day and/or personal day effective November 1, 2020
- (2) Health & Welfare contributions begin on the first day of hire
- (3) Article 8 (Wages)
Total additional amounts in wages and benefit contributions to the Health & Welfare, Pension and/or Legal & Educational Assistance Fund, combined, on behalf of each employee shall be as follows (allocation to be determined by the Union):

November 1, 2016:	\$1.44
November 1, 2017:	\$1.44
November 1, 2018:	\$1.42
November 1, 2019:	\$1.40
November 1, 2020:	\$1.40
- (4) The maximum following amounts may be allocated to wages as determined by the Union on an annual basis:

November 1, 2016:	\$0.75
November 1, 2017:	\$0.75
November 1, 2018:	\$0.65
November 1, 2019:	\$0.65
November 1, 2020:	\$0.65
- (5) The minimum amount that may be allocated to wages during the final year of the contract shall be \$0.25
- (6) **Allocation to wages effective 11/1/2016 is \$0.75 per hour**
- (7) **Allocation to benefits effective 11/1/2016 is \$0.69 (\$1.44 per hour minus \$0.75 per hour)**
- (8) Union shall notify employers of split by September 1st of each contract year
- (9) Annual longevity increases from the prior contract for those hired on or after November 1, 2016, shall as well as the \$2.00 per hour difference shall be maintained during the life of the contract

Issued 11/2/2016 via email to all ABOMA Member Buildings filing L727 Labor Authorization Forms with ABOMA