

ABOMA

Presidential Towers
625 West Madison Street
Suite 1403
Chicago, Illinois 60661
Phone: (312) 902-2266
FAX: (312) 284-4577
E-mail: aboma1@aol.com
Web site: aboma.com



ABOMA COLLECTIVE BARGAINING AGREEMENT OVERVIEWS

JANITORIAL EMPLOYEES—HIGH RISE BUILDINGS

Pages 1 through 3: Overview of the changes in the terms, wages and benefits which become effective December 1, 2011 in the High Rise Agreement by and between ABOMA and Building Services Division of SEIU Local 1 for the period beginning December 1, 2011 through November 30, 2013 Covering Head Janitors and Other Employees as specified in Article II, Section 1(g) who are employed in ABOMA Member High Rise (Fireproof) Buildings who have authorized ABOMA to include them in this agreement.

JANITORIAL EMPLOYEES—WALK UP BUILDINGS

Page 4: Overview of the changes in the terms, wages and benefits which become effective December 1, 2011 in the Walk Up Agreement by and between ABOMA and Building Services Division of SEIU Local 1 for the period beginning December 1, 2011 through November 30, 2013 Covering Head Janitors and Other Employees as specified in Article II, Section 1(g) who are employed in ABOMA Member Walk Up Buildings who have authorized ABOMA to include them in this agreement.

GARAGE EMPLOYEES

Page 5: Overview of the changes in the terms, wages and benefits which became effective November 1, 2011 in the 5 year CBA by and between ABOMA and Teamsters Union Local 727 Covering Garage Employees and Others as defined in Article I, Section 1.1 who have authorized ABOMA to include them in this agreement.

Copies of the new CBA's will be mailed to all participating Members as soon as they have been printed. They will also be available in pdf format direct on the ABOMA Web Site.

About ABOMA

The Apartment Building Owners and Managers Association of Illinois is a not-for-profit association founded in 1937 and represents the full spectrum of the High Rise Residential Industry in Chicago.

ABOMA's 400 plus member buildings contain over 350,000 units with some 600,000 owners and residences.

**ABOMA/SEIU LOCAL NO.1 HIGH RISE JANITORIAL LABOR AGREEMENT
WAGE & BENEFIT RATES—3 Year Agreement**

<u>Effective 12/1/11</u>	<u>Effective 12/1/12</u>	<u>Effective 12/1/13</u>
Head Janitor (no increase) \$26.66/hr.	(\$0.40 increase) \$27.06/hr.	(\$0.35 increase) \$27.41/hr.
Assistant Head Janitor (no increase) \$21.92/hr.	(\$0.35 increase) \$22.27/hr.	(\$0.30 increase) \$22.57/hr.
Helper A (no increase) \$19.58/hr.	(\$0.30 increase) \$19.88/hr.	(\$0.25 increase) \$20.13/hr.
Helper A Trainee \$17.62/hr. (90%)	\$17.89/hr. (90%)	\$18.12/hr. (90%)
Helper A Trainee \$18.60/hr. (95%)	\$18.89/hr. (95%)	\$19.12/hr. (95%)

After completion of 50% of the 2 yr. Apprenticeship program Helper A is brought to 95% of wage scale.

After completion of the full 2 yr. Apprenticeship program Helper A is brought to full wage scale.

Helper C (no increase) \$15.92/hr.	(\$0.25 increase) \$16.17/hr.	(\$0.20 increase) \$16.37/hr.
Helper C Trainee: \$14.33/hr. (90%)	\$14.55/hr. (90%)	\$14.73/hr. (90%)

After completion of the Training classes Helper C is brought to full scale.

Non-Exclusive Fixed Wage Janitor & other Employees Excluding Maintenance Employees no increase	1.5%	1.25%
---	------	-------

BENEFITS

Health Fund

(no increase) \$ 4.00 per hr	(no increase) \$ 4.00 per hr	(\$.05 per hour increase) \$ 4.05 per hr
---------------------------------	---------------------------------	--

Pension

(no increase) \$ 1.15 per hr	(no increase) \$ 1.15 per hr	(no increase) \$ 1.15 per hr
---------------------------------	---------------------------------	---------------------------------

Training Fund

(no increase) \$.09 per hr	(\$.01 per hour increase) \$.10 per hr	(\$.01 per hour Increase) \$.11 per hr
--------------------------------	---	---

LANGUAGE CHANGES EFFECTIVE 12/1/2011 IN THE ABOMA/SEIU LOCAL 1 JANITORIAL LABOR AGREEMENT

ARTICLE II Section 2

Section 2.

(a) Permits for Temporary Employees. All employees who are hired on a temporary or substitute basis as defined by this Agreement shall be required to secure a Union Permit.

(b) No Health, Pension or Training Fund contributions shall be required for Temporary, Substitute or Seasonal Employees.

**ARTICLE III
Union Recognition, Security, Hiring and Staffing**

Section 7. Staffing.

(b) (2) For premises with 12 or fewer regular employees covered by this Agreement, the ratio of Helpers C to the entire janitorial staff shall be as follows:

RENTAL PROPERTIES

<u>Total Janitorial Staff</u>	<u>Maximum No. of C's Allowed</u>
1	0
2	1
3	1
4	2
5	2
6	3
7	3
8	4
9	4
10	4
11	5
12	5

For premises with more than twelve (12) regular employees covered by this Agreement, the percentage of Helpers C within the entire janitorial staff shall not exceed forty-two (42%) percent.

CONDOMINIUM AND CO-OPERATIVE PROPERTIES

<u>Total Janitorial Staff</u>	<u>Maximum No. of C's Allowed</u>
1	0
2	1
3	1
4	2
5	3
6	4
7	4
8	5
9	6
10	6
11	7
12	7

For premises with more than twelve (12) regular employees covered by this Agreement, the percentage of Helpers C within the entire janitorial staff shall not exceed sixty-seven (67%) percent.

(4) Any change in staffing pattern which exceeds the ratio provided in Section 7(b) (2) of Helpers C at any premises shall be the subject of negotiation and written agreement with the Union.

**ARTICLE III
Union Recognition, Security, Hiring and Staffing**

Section 5. Vacancies and Hiring.

(c) The Employer shall provide to the Union a complete list of all employees covered by this Agreement upon request, but the Union may not make such a request more than twice a year unless the information is needed for processing of a specific grievance.

**ARTICLE VI
Compensation and Hours Of Employees**

(a) (10) Night Shift Premium. Helpers who are employed on a shift in which the greatest number of working hours come within the period of 5:00 p.m. to 8:00 a.m. shall receive a premium of five percent (5%) over the regular rate for such jobs. Employees in other classifications falling within Subsection (b) (6) of this Section shall receive a premium of five percent (5%) over the regular rate for such jobs provided that such night shift differential has not been expressly negotiated and added to the rate of such jobs.

Effective 12/1/2011 employees new to a shift who are employed on a shift in which the greatest number of working hours come within the period of 12 midnight to 6 a.m. shall receive a premium of five percent (5%) over the regular rate for such jobs for all hours worked provided that such night shift differential has not been expressly negotiated and added to the rate of such jobs.

**ARTICLE VII
Holidays, Vacations and Other Benefits**

Section 3. Sick Leave

(c) Employer is not responsible or liable for collection of Union Dues, COPE contributions or Health Insurance copay while the employee is on disability, workmen's compensation or leave of absence.

Section 4. Sick Leave Pay.

(a) Regular Sick Leave. All employees who have accumulated a minimum of six (6) months of service with the same Employer or his successor or predecessor shall be entitled to five (5) days of sick leave in each year of employment, measured from date of hire, without suffering any loss or reduction of earnings for bona fide illness preventing them from performing their job duties. Employees may carry over any unused sick days from year to year, up to maximum accumulation of twenty-five (25) days. An employee shall notify the Union and his Employer promptly in order to be eligible for sick leave payments and shall, upon the request of his Employer, present medical evidence of his/her illness.

(b) Employees who have been continuously employed by an Employer for ten (10) years or more, retire from employment and apply for their pension from the SEIU Local 1 Pension Fund shall receive at the time of retirement, in addition to all other benefits, payment, at the regular straight time rate of pay, for one hundred percent (100%) of the unused accumulated sick day's credit (including a prorate portion of the present year's credit).

(c) At the employer's discretion and expense additional doctors opinions may be obtained to determine qualification for benefit.

**Article XXII
Section 2 Continuing Education and Training Proposals**

Helper A Janitors

(a) All Helper A Janitors must complete a two-year Apprenticeship Program through the Training Fund within thirty-six (36) months from the date of hire or written notice from employer. Enrollment in the Apprenticeship program must begin within six (6) months of the date of hire or written notice from the employer, as evidenced by written notice from the Training Fund to the Employer. Failure or refusal to enroll within the six-month period or complete the Apprenticeship Program within the thirty-six (36) month period shall be grounds for dismissal. If second shift employee work schedule prevents attendance at required Training Fund Classes, employer shall attempt to make a reasonable accommodation. By written agreement between the Employer, Employee and the Union the requirement to complete the two-year Apprenticeship Program can be waived.

Helper C Janitors

(a) All Helper C Janitors must complete the Helper C Training Classes as established by the SEIU Local 1 Training Fund Trustees within thirty-six (36) months from the date of hire or written notice from employer. Enrollment in the Training Classes Apprenticeship program must begin within six (6) months of the date of hire or written notice from the employer, as evidenced by written notice from the Training Fund to the Employer. Failure or refusal to enroll within the six-month period or complete the training within the thirty-six (36) month period shall be grounds for dismissal. If second shift employee work schedule prevents attendance at required Training Fund Classes, employer shall attempt to make a reasonable accommodation. By written agreement between the Employer, Employee and the Union the requirement to complete the required training can be waived.

**ABOMA/SEIU LOCAL NO.1 WALK UP JANITORIAL LABOR AGREEMENT
WAGE & BENEFIT RATES—3 Year Agreement**

<u>Effective 12/1/11</u>	<u>Effective 12/1/12</u>	<u>Effective 12/1/13</u>
No wages increase	1.5 % Increase	1.25% Increase

BENEFITS

Health Fund

no increase	no increase	\$.05 per hour increase
-------------	-------------	-------------------------

Pension

no increase	no increase	no increase
-------------	-------------	-------------

Training Fund

no increase	\$.01 per hour increase	\$.01 per hour Increase
-------------	-------------------------	-------------------------

Language changes as listed in the High Rise overview will also be made where appropriate.

Chicago Parking Association CBA
Following Terms and Economic Changes have also been agreed to by ABOMA
5 year Agreement beginning November 1, 2011 expiring October 31, 2016

1. All non-economic tentative agreements reached:
 - a. Articles of Agreement: Name change
 - b. Article 6.2: Amend to reflect that grievances must be referred to arbitration within 45 days of the Step 2 meeting, or the grievance is considered withdrawn, unless the time period is mutually agreed to between the parties.
 - c. Article 6.2 Amend to reflect that the parties may mutually agree to an expedited arbitration panel consisting of one person selected by the union and one by the Chicago Parking association or ABOMA as the case maybe (not a representative of the employer against whom the grievance is filed). In the event the arbitration panel is deadlocked, or in the event either party does not agree to this provision, the time limitations set forth above shall be in effect.
 - d. Article 6.2 Amend to reflect union's proposed language regarding arbitrator selection through FMCS.
 - e. Article 19: Add: "The Employer has the right to run MVR checks and terminate/not hire based upon legitimate MVR criteria."
 - f. Article 25: Delete first sentence and replace: "If the Employer has legitimate cause it may change shifts provided it provides employees with the required advanced notice."
 - g. Article 30 Amend to reflect name change.
 - h. Article 33.1: Amend to reflect that, at the time of location change, the former Employer shall pay out all wages and benefits owed, including vacation, to all former employees, unless the Employer operates a residential location with a "pass through" contractual provision.
 - i. Article 33.2: Amend to change from 90 days to 180 days of continuous employment at location before new employer has to assume employee.
 - j. Article 20.10 Amend to change audit period to 3 years.
 - k. Background Checks: The Employer acquiring a location has the right to perform a background check and may refuse to employ an individual who has a Class 3 felony, or more serious, conviction.
 - l. Drug and Alcohol Testing Policy: The Employer acquiring a location has the right to perform a drug and alcohol test within the employee's first 30 days of employment. Refusals to take the test will result in termination of employment. Positive test results will be dealt with in accordance with the terms of the existing policy and practices.
 - m. Term: 5 years; expiration October 31, 2016, with proposed language change from Union.
2. Economic Terms:
 - a. 8.1: Amend to reflect .55 cents per hour annual increases, with scales proportionate to prior agreement.
 - b. 8.2 Eliminate 6 month increase for new hires.
 - c. 8.6: Amend to reflect that the Employer may remove the premium and return the employee to their previous classification and most recent rate of pay within that classification.
 - d. 12.1 and 12.2: Effective November 1, 2015, add additional personal day for full and part-time employees.
 - e. 20.4: 6.5% annual aggregate increase to contribution rates payable to Health and Welfare, Pension and Legal Educational Assistance Funds. (Effective March 1st of each year).
calendar year.