

**MEMORANDUM OF AGREEMENT** made this 30<sup>th</sup> day of April, 2008 between SEIU, Local 32BJ (Union) and the Realty Advisory Board on Labor Relations, Inc. (RAB).

**WHEREAS**, the 2005 Window Cleaners Agreement between the parties expired on February 29, 2008; and

**WHEREAS**, the RAB through its Window Cleaners' Negotiating Committee representing certain window cleaner contractors has negotiated an agreement with the Union on behalf of itself and all its window cleaning contractor members; and

**WHEREAS**, the parties wish to include these terms in a written renewal agreement.

**NOW THEREFORE**, the parties hereby agree to extend the 2005 Window Cleaners Agreement (Agreement) and amend the Agreement as set forth in this stipulation.

1. **Term** - The Agreement shall be extended for a term of forty-six (46) months and shall expire on December 31, 2011.
2. **Health Fund** - Contribution rates to the Building Service 32BJ Health Fund shall be revised to the following:

Effective 1/1/08.....\$10,998.64 per year for each employee  
1/1/09.....\$11,622.64  
1/1/10.....\$12,246.64  
1/1/11.....\$12,870.64

3. **Pension Fund**. Contributions rates to the Pension Fund of Local 2 shall be revised to the following:

Effective 7/1/08.....\$155.03 per week for each employee  
3/1/09.....\$162.03  
3/1/10.....\$169.03

If and when the Pension Fund of Local 2 (Local 2 Fund) is merged into the Building Service 32BJ Pension Fund (32BJ Fund), Employers shall discontinue contributions to the Local 2 Fund as set forth here above and shall commence contributions to the 32BJ Fund at the following contribution rates:

Effective upon merger date.....\$70.75 per week for each employee  
1/1/09.....\$74.75  
1/1/10.....\$78.75  
1/1/11.....\$82.75

Effective immediately upon execution of this Memorandum of Agreement, employers shall make a one time contribution, in addition to the contributions set forth above, to the 32BJ Fund of \$9500 for each employee (Additional Contributions). Additional Contributions shall be held by the Local 2 Fund in a separate account and shall be held for the sole purpose of being transferred to the 32BJ Fund upon the effective date of a merger of the Local 2 Fund into the 32BJ Fund. In the event that the two pension funds do not consummate a merger agreement on or before December 31, 2008, or in the event that a merger agreement is consummated but pursuant to the terms thereof is terminated prior to the effective date of any merger, the additional contributions shall be returned to the employers.

4. **SRSP** - Effective July 1, 2009 there shall be a \$13 per week employer contribution on behalf of each employee.
5. **Legal Services Fund** - Effective March 1, 2008, contributions shall be reduced to \$199.60 per year on behalf of each employee.
6. **Provisions Applicable to All Funds** - Add the following:  
"The presidents of the RAB and Local 32BJ may determine, in their discretion and upon mutual consent, prior to the beginning of each calendar year during the term of the contract, to divert any portion of the scheduled contributions in any of the Funds to any other Funds."
7. **Wages** - All window cleaners shall receive the following wage increases and the minimum rates set forth in Section 6 and Schedule of Wage Rates shall be increased accordingly.

3/1/08.....\$.80 per hour  
3/1/09.....\$.80  
3/1/10.....\$.85  
3/1/11.....\$.90

Apprentice wage rates set forth in Section 41 shall be increased by the same percentages as the general wage increases.

Scaffold or Boatswain pay as set forth in Section 6(e) shall be increased from \$13 per day to the following:

3/1/08.....\$14 per day  
3/1/09.....\$15  
3/1/10.....\$16  
3/1/11.....\$18

Window Cleaners who have been receiving scaffold pay during work periods where they were not actually performing scaffold work, shall continue to receive such pay as per past practice at the rate of \$13 per day.

8. **Sickness Benefits** - Section 25(A) shall be revised by increasing the number of single days to five (5).

9. **Language Changes -**

- (a) **Recognition.** The second paragraph of the Agreement shall be deleted and replaced by the following:

“The RAB and the employer members of the RAB recognize the Union as the sole and exclusive collective bargaining representative of all non-supervisory window cleaners in the employ of such employers in any facility, including residential buildings, in the City of New York and in such other areas that are currently within the geographical jurisdiction of the Union and the RAB.”

- (b) **Union Shop** - add at the end of the first paragraph of Section 1(a):

“The requirement of membership under this Section or elsewhere in this Agreement is satisfied by the payment of financial obligations of the Union’s initiation fees and periodic dues uniformly imposed.”

- (c) **Checkoff** - revise the first paragraph of Section 1(c) by adding the words “or agency fees” after “dues and assessments.”

- (d) **Discrimination** - Revise Section 4 by including “sexual orientation and other characteristics” to the list of characteristics for the anti-discrimination provision. Also, insert FMLA and USC Section 1981 to the list of covered statutes.

- (e) **Management Rights** - Add a Management Rights provision as follows:

“The Union recognizes management’s right to direct and control its policies subject to the obligations of this Agreement.

Employees will cooperate with management within the obligations of this Agreement to facilitate the efficient operation of the business.”

- (f) **Discharges** - Section 10(a) shall be deleted and replaced by Article IV, Section 3 of the 2008 Commercial Building Agreement. In addition, the list of arbitrators shall be adjusted in accordance with the 2008 Commercial Building Agreement.

- (g) **Section 19(b)** - entitled "RAB Liability" shall be deleted.
- (h) **Jury Duty** - Section 43 shall be revised to conform to Article XIX General Clauses, Section 33 of the 2008 Commercial Building Agreement.
- (i) **Government Regulations** - the parties agree that if there is governmental reform mandating payment, in full or part, by contributing employer(s) for some or all of the benefits already provided for in the Health Fund to participants, the parties shall meet to discuss what ameliorative steps, if any, might be appropriate to minimize any adverse impact on the Funds, its participants and employers.

The parties agree that if there are new governmental regulations issued that implement the excise tax provisions of the Pension Protection Act (PPA), or there is further governmental reform relating to the funding of pension funds, the parties shall meet to discuss what steps, if any, might be appropriate to ameliorate any adverse impact on the Funds, its participants and employers.

- (j) **Savings Clause** - If any provision of this Agreement shall be held illegal or of no legal effect, it shall be deemed null and void without affecting the obligations of the balance of this Agreement.
- (k) **Seniority** - Section 15 shall be revised by inserting "or any other window cleaning agreement" after "where current employees covered by this agreement..."
- (l) **Site Agreements** - In the event that an employer takes over a new job which had not been previously covered by this Agreement, the Union may, within its sole discretion, consent to negotiate separate economic terms to be applied for an agreed upon period of time at such location.

**Dated:**

**REALTY ADVISORY BOARD ON  
LABOR RELATIONS, INC.**

By: James F. Berg

**SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL  
32BJ**

By: Brian C. [Signature] Vice President