

STIPULATION OF AGREEMENT

Agreement made on the 22nd day of December, 2020 between Service Employees International Union, Local 32BJ (“Union”), and the Realty Advisory Board on Labor Relations, Inc. (“RAB”).

WHEREAS, the 2016 RAB Window Cleaner Agreement between the parties by its terms expired on December 31, 2019; was extended through agreement until December 31, 2020; and

WHEREAS, the RAB, through its Window Cleaner Negotiating Committee representing certain employers of window cleaner employees, has now negotiated an Agreement with the Union on behalf of itself and all its members employing window cleaner employees; and

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

NOW THEREFORE, the parties, in consideration of the mutual covenants herein contained, and subject to ratification by the Union’s membership and RAB membership, do hereby agree to extend the Agreement through January 31, 2024, and amend the Agreement in accordance with the following stipulation:

1. Section 1 - UNION SHOP AND CHECK OFF

Add the following as two new paragraphs at the end of Section 1:

“The parties acknowledge and agree that the term “written authorization” as provided in this Agreement includes authorizations or revocations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union's American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund. The Employer shall accept such electronic records from the Union as valid written authorizations for, or revocations of, deduction and remittance.

Employers who are currently accepting such electronic records as valid written authorizations or revocations for deduction and remittance shall continue to do so. The parties recognize that Employers who are not currently accepting electronic records as valid written authorizations or revocations may need time and/or training to be able to do so. The Union shall provide any necessary training opportunity to the Employer to facilitate acceptance of electronic records as valid written authorizations or revocations for deduction and remittance. Those Employers who are not currently accepting electronic records as valid written authorizations or revocations shall commence acceptance no later than nine (9) months from the date an Employer first becomes signatory to this Agreement (the “Transition Period”), provided that any reasonably requested training has been provided by the Union. It is understood that the transition to electronic records and electronic signatures may cause some delays.

During the Transition Period, Employers who deduct appropriately, but whose transmissions are delayed, shall not be subject to interest or penalties owing to such delays.”

- a) Revise the electronic reporting and transmission language currently at the end Section 1 as follows (new language underlined, deleted language stricken):

“Those Employers who are not currently transmitting Deductions by ACH shall commence transmission by ACH no later than September 30, 2016~~September 30, 2016~~ nine (9) months from the date an Employer first becomes signatory to this Agreement (the “Transition Period”)....”

2. Section 2 - MANAGEMENT RIGHTS

Add new Section

“WORKERS’ COMPENSATION – In accordance with Article 10-A of the New York Workers’ Compensation Law, §350 et seq., the Employer shall be permitted to contract with a preferred provider organization (PPO) to deliver all medical services mandated by the Workers’ Compensation Law. The Employer and employees may exercise all rights granted to them under Article 10-A.”

3. Section 5 – NO DISCRIMINATION:

Modify Section (5) to conform the No-Discrimination Protocol to the RAB Contractors Agreement and modify the No Discrimination Section as follows to add:

“(1) The parties hereby reaffirm the parties’ longstanding mutual commitment to prevent harassment and discrimination in the workplace, including discrimination based on sex, gender, race, age, ethnicity, disability, sexual orientation, gender identity, and any other legally protected categories. To that end, and in effort to implement the parties’ commitment, the parties mandate that the Diversity and Respect Committee (the “Committee”) meet to discuss the prevention of discrimination and harassment in the building workplace, including through training of employees to prevent sexual and other forms of harassment, discrimination and retaliation in the workplace, and the elimination of adverse treatment that is the product of bias, whether conscious or unconscious. The parties intend that the training shall be no less extensive than that required by law (see, e.g., the New York State law on training and other anti-sexual harassment measures). The parties recommend to the Trustees of the Thomas Shortman Training, Scholarship and Safety Fund (the “Fund”) that Fund staff and the Fund’s Curriculum Committee develop and provide anti-harassment, anti-discrimination, anti-bias and anti-retaliation training, including training related to third-party conduct. Such training may be coordinated with the Fund’s existing course offerings. The parties recognize that other entities – in addition to the Fund – will be engaged to provide this training. The parties intend that the curriculum and materials developed by the Fund be made available to such other entities.

(2) The parties will continue the Committee’s work: (i) to study recruitment and retention issues for all under-represented groups, and (ii) to seek the continued prevention of sexual harassment in the industry.”

4. Section 6 - HOURS OF WORK

Add the following as a new paragraph at the end of Section 6:

“Employers shall provide temporary schedule changes in accordance with the coverage and requirements of New York City Admin. Code § 20-1261 et seq., and the grievance and arbitration procedure shall be the sole and exclusive forum for any such claims and remedies. The ability to pursue remedies in any other forum is hereby waived.”

5. Section 7 - WAGES

- Modify (a) and (b) as follows:

The minimum rates that were effective January 1, 2019 shall continue in effect through June 30, 2021.

Effective July 1, 2021 each employee covered hereunder shall receive the following hourly wage increase and the minimum rates shall be adjusted to reflect these increases:

July 1, 2021 \$.70 per hour

July 1, 2022 \$.925 per hour

July 1, 2023 \$.95 per hour

- (c) Update dates in the Cost of Living
- (e) “Scaffolds and Boatswain Work”

Increase the additional compensation as follows:

March 1, 2023 \$23 per day

6. Section 9 - HOLIDAYS

The holiday schedule shall be revised by changing the dates of the current holidays to the appropriate dates for the years 2020, 2021, 2022, and 2023.

7. Section 9 - Holidays (b) ~~Birth~~day Personal Day

Rename antiquated subsection and add as below:

“Effective 03/01/99, the employee’s birthday shall be exchanged for a personal day.” Employees receive one personal day per year.

8. Section 11 - DISCHARGES

Add the following at the end of Section 11:

“There are circumstances in which an Employer is not prepared to decide whether a new employee has satisfied his/her trial period at the conclusion of the first 90 days of employment and yet has also not concluded that the employee may not be suitable for continued employment. In those circumstances, if the Employer requests that the employee's probationary period be extended for 30 days, the trial period will be extended for 30 days if the Union consents to the extension. The request and consent shall be memorialized in writing at any time before the completion of the 90 days provided for in Section 42, provided that when the Employer makes a timely request for an extension in writing, the trial period shall be extended until the Union responds to the Employer's request (up to a maximum of 30 days beyond the initial 90-day period).”

9. Section 12 (B) –ARBITRATION

Incorporate appropriate and agreed-upon changes to the Arbitrator panel to conform to the RAB Contractors Agreement by adding Haydee Rosario and Julie Torrey and removing Noel Berman, Marilyn M. Levine, Ruth Moscovitch and William Reilly.

10. Section 23 -- DIVISION OF WORK AND LAYOFFS

Add the following at the end of the first paragraph.

“Due to the impacts of the Covid-19 pandemic on the window cleaning industry, all employees with one or more years of service who were laid off on or after March 6, 2020, shall have recall rights in accordance with this Section through July 1, 2021. For the avoidance of doubt, seniority shall not accrue as a result of extended recall. Employees who are recalled in 2021 shall receive prorated sick leave and vacation benefits for calendar 2021 based on their recall date.”

11. Section 26 – SICKNESS BENEFITS (i)

Add the following:

“Regular employees shall be permitted to use paid time off benefits in addition to paid sick leave provided under this Agreement (e.g., vacation, holidays, personal days) solely for those reasons specified in New York City Earned Safe and Sick Time Act, N.Y.C. Admin. Code § 20-911, et seq., and the New York Paid Sick Leave Law, N.Y. Labor Law § 196-b, to obtain a maximum of seven (7) paid sick days (up to 56 hours) annually. The parties agree that on an annual basis, the paid leave benefits provided under this Agreement are comparable to or better than those provided under the New York City Earned Safe and Sick Time Act, N.Y.C. Admin. Code § 20-911, et seq., and the New York Paid Sick Leave Law, N.Y. Labor Law § 196-b.”

12. Section 29 - LEAVE OF ABSENCE

Add: “Employers shall provide family leave in accordance with the coverage and requirements of the NYS Paid Family Leave (“NYS PFL”) Law.

13. Section 42 - APPRENTICESHIP PROGRAM - Wage Rates

a. For apprentices who were enrolled in the Training Fund Apprenticeship Program before January 1, 2021 the minimum wage rates shall be as follows:

	1/1/20	7/1/21	7/1/22	7/1/23
0-4 Mos.	\$22.25	\$22.95	\$23.875	\$24.825
4 Mos.	\$24.06	\$24.76	\$25.685	\$26.635
8 Mos.	\$25.50	\$26.20	\$27.125	\$28.075
12 Mos.	\$26.97	\$27.67	\$28.595	\$29.545
16 Mos.	\$28.42	\$29.12	\$30.045	\$30.995
18 Mos. (or completion of 3,000 hours if later)	\$30.07	\$30.77	\$31.695	\$32.645

b. For apprentices who commence the Training Fund Apprenticeship program, after January 1, 2021 the following wage progression shall apply:

0-9 Months 75% of the minimum Journeyman wage rate.

10-18 Months (or until the completion of the 3000 hours if later) 85% of the minimum Journeyman wage rate.

	1/1/21	7/1/21	7/1/22	7/1/23
0-9 Mos. (75%)	\$22.55	\$23.07	\$23.77	\$24.48
10-18 Mos. (85%)	\$25.55	\$26.15	\$26.94	\$27.74
18 Mos. (or completion of 3000 hours if later)	\$30.07	\$30.77	\$31.695	\$32.645

14. Section 42 - APPRENTICESHIP PROGRAM

Revise Paragraph (e) as follows:

“The Employer shall have the right to discharge an apprentice for any reason whatsoever for a period of one hundred ~~fifty twenty~~ (1520) days from the date of employment. After the one hundred ~~fifty twenty~~ (1520) day period apprentices may only be discharged for just cause and in accordance with the terms of said Agreement.”

Add the following side letter:

“By this letter, the Union and the Realty Advisory Board, on behalf of its window cleaning employer members, affirm their commitment to the Window Cleaners Apprenticeship Program offered through the Thomas Shortman Training and Scholarship Fund in conjunction with the N.Y.S. Department of Labor, through which participating apprentices receive training in, among other things, ladders, window cleaning chemicals, belt work and specialty windows, scaffolds and scaffold licensure, aerial lifts, applicable OSHA guidelines, and rope safety and over the course of the program receive 216 hours of training and complete 3,000 hours of documented window cleaning work.

While the contractual probationary period set forth in Section 42 of the 2020-2023 Window Cleaners Agreement is one hundred fifty (150) days, the parties acknowledge that for all employees hired as apprentices, compliance with the requirements of the Apprenticeship program and successful completion the program are conditions of post-probationary employment.”

15. Section 41 - HEALTH FUND

Update dates to reflect the 2020-2023 term of agreement.

The Employer shall make the following annual contributions per employee into the Health Fund:

Effective January 1, 2021	\$21,240.00
Effective January 1, 2022	\$22,188.00
Effective January 1, 2023	\$23,196.00

Add the following new paragraph after the current Health Fund Study Committee provision:

“Notwithstanding the foregoing, the Health Fund Study Committee will meet regularly once a quarter to review a report from the Health Fund staff of material items of Fund revenues and expenses for the prior six-month period and anything else deemed appropriate by Fund staff. In addition, the Health Fund staff will also notify the Health Fund Study Committee as soon as possible upon the occurrence of any extraordinary event(s) or other information that is reasonably likely to have a material adverse effect on the revenues and/or expenses of the Fund in the future (“Extraordinary Event”), and the Health Fund Study Committee will hold a special meeting shortly after such notification. In advance of any such special meeting (or at any regular quarterly meeting in which an Extraordinary Event is to be reported), the Health Fund Study Committee shall require the Health Fund Benefit Consultant and Fund staff to provide the Committee with such information and projections (including options for measures to be taken to save money on medical and hospital costs and/or changes that can adopted to the Fund’s plan of benefits) as is deemed necessary by the Health Fund Study Committee for such meeting. At such meeting the Health Fund Study Committee shall negotiate as to the appropriate actions, if any, they agree to jointly recommend to the Trustees for adoption to address the circumstances raised by such Extraordinary Event.”

The maintenance of benefits paragraph in Section 41 shall be suspended during the term of this Agreement (subject to full agreement on the Health Fund).

16. Section 43 - PENSION FUND

Update dates to reflect the 2020-2023 term of agreement.

The Employer shall make the following weekly contributions per employee into the Building Service 32BJ Pension Fund:

Effective January 1, 2021	\$122.75
Effective January 1, 2022	\$126.75
Effective January 1, 2023	\$130.75

17. Section 48 -- TRAINING, SCHOLARSHIP AND SAFETY FUND

Update dates to reflect the 2020-2023 term of agreement.

The Employer shall contribute to the Training Fund at the rate of \$208 per year per employee.

18.

Section 52 - GROUP PRE-PAID LEGAL FUND

Update dates to reflect the 2020-2023 term of agreement.

The Employer shall make the following contributions per year per employee into the Building Service 32BJ Legal Services Fund.

Effective January 1, 2021	\$199.60
Effective January 1, 2022	\$199.60
Effective January 1, 2023	\$36.32

19. Section 51 - SUPPLEMENTAL RETIREMENT AND SAVINGS FUND

Update dates to reflect the 2020-2023 term of agreement.

The Employer shall pay the weekly contribution of \$13.00 to the Building Service 32BJ Supplemental Retirement and Savings Fund.

20. Section 53 - PROVISIONS APPLICABLE TO ALL FUNDS

Change "contract" to "calendar" in the last paragraph.

21. Section 62 - DURATION

Revise dates to reflect an agreement through and including December 31, 2023.

22. Add New Section – WAGE AND HOUR CLAIMS

"Subject to the principles set forth below, the Employee and the Union agree that in the event that an Employee (on behalf of the Employee and/or others) asserts statutory wage and hour claim(s) against the Employer(s), including claims for unpaid minimum wages and/or overtime pay, prior to the filing of any such claim(s) in court, the Employer and Employee shall engage in mandatory mediation to attempt to narrow or resolve the claim(s). The RAB and Union agree to establish a mediation process for handling such claims. The following principles shall apply:

1. The Employee(s) must initiate mediation by written notice to the Employer, or the Employer must initiate mediation by written notice to the Employee(s) and Employee's counsel, as appropriate.

2. Initiation of mediation shall be required only of Employees who are (or who will seek to be) plaintiffs in an individual or multi-plaintiff action or named or representative plaintiffs in a putative class and/or collective action. Employees who are not (and will not seek to be) named or representative plaintiffs (e.g., who are merely putative class or collective action members) are not required to initiate mediation in connection with this section; however, the Employees' claims will be a subject of the mediation process described in this section.

3. Unless otherwise agreed to by the mediating parties, at any time following ninety (90) days after the initiation of the mediation process, either the Employer or the Employee(s) may terminate mediation by written notice to the other side, and, in that event, no further mediation effort shall be required by this Agreement.

4. In the event that Employee(s) initiate litigation in a judicial forum on the Employee's wage and hour claims without first submitting to the mediation process described in this section and the Employer seeks to enforce the requirements of this paragraph, the Employer shall not seek dismissal of the judicial action but may seek to have the action stayed pending the completion of the mediation provided for herein.

5. The parties do not intend an Employee's substantive or recovery rights or any Employer defenses to be limited by virtue of the terms of this mediation process. Hence, during the pendency of the mediation process, any statutes of limitations and/or filing periods shall be tolled, and recovery of appropriate damages shall be permitted for all time periods during which mediation is occurring or has occurred. To the extent that the tolling described in this paragraph is deemed legally ineffective, and without conceding that any recovery is appropriate, the Employee(s) shall have the contractual right to seek recovery for any time period(s) that would have been tolled without having to exhaust the grievance and arbitration procedures set forth in this Agreement.

6. The RAB and the Union shall provide affected Employee(s) and the Employee's Employer(s) with a list of mediators who will be available to conduct the mediation. The mediator's fees shall be paid for by the RAB and the Union in equal shares. The parties shall be free to use another mediator of the parties' own choosing but in that event shall bear the costs

of mediation as they determine.

7. The conduct of the mediation shall be confidential and the rules of evidence pertaining to privileges related to settlement discussions shall apply to communications in mediation.

8. Any agreement reached in mediation shall not alter the collective bargaining agreement or affect the contractual rights of employees who are not parties to that agreement."

23. Make all language in the agreement non-gendered and replace gendered pronouns with non-gendered nouns.

24. Add the following new side letter:

"At either party's request, the Union and the Employer shall meet to discuss scheduling, work hours, productivity, and other operational issues impacting employees and the administration of the contract."

25. Add the following new side letter regarding the RAB Craft Agreement:

"On or before March 1, 2021, the parties shall meet to discuss the applicability of this Window Cleaners Agreement and the wage rates and increases provided herein to window cleaning units and/or employees historically covered by the RAB Craft Agreement."

26. **Miscellaneous:**

Dates to be changed as necessary throughout the Agreement, holidays updated, etc.

The parties agree to include in the final contract any language clarification which may be necessary as a result of this Stipulation of Agreement. This Agreement is subject to ratification by both parties.

AGREED to on this ___th day of January , 2021

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 32BJ

By: Shirley Aldebol
Shirley Aldebol, VICE PRESEIDENT

REALTY ADVISORY BOARD ON
LABOR RELATIONS, INC.

By: Howard Rothschild
Howard Rothschild, PRESIDENT

