

# Hudson Valley Construction Industry Partnership Mid-Winter Meeting



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# Proud to Represent



Building & Construction Trades  
Council of Westchester and  
Putnam Counties, New York

Westchester Building Trades Labor  
Management Alliance

# PROJECT LABOR AGREEMENT UPDATE

## ARTICLE 3 - SCOPE OF THE AGREEMENT

### SECTION 3.3 EXCLUDED EMPLOYEES

Notwithstanding the provisions of Section 3.1 of this Article, the following person/entities are not subject to the provisions of this Agreement even though performing work on or in connection with the project:

...

- I. Employees of “Artisans” shall be individuals or entities whom Owner may (or may not) employ directly to create unique, one-of-a-kind decorative elements, including architectural finishes for incorporation into the building, with the exception of “Artisans” represented by Local 7, Marble, Tile and Terrazzo union and Painters DC 9, provided Local 7 and DC 9 can supply “Artisans” acceptable to the Contractor and/or the Owner. Employees, workers, or vendors engaged by the Owner to install signage (including digital signage), branding and/or branded wall-covering shall be excluded from this Agreement.

# PROJECT LABOR AGREEMENT UPDATE

## ARTICLE 6 - MANAGEMENT RIGHTS

### SECTION 6.2 MATERIALS, METHODS & EQUIPMENT

Subject to the provisions of this Agreement and the annexed Schedule A Agreements, there shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work pursuant to an applicable Collective Bargaining Agreement; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. **Except to the extent otherwise agreed to by the parties in writing, all electrical and electronic work awarded to the Construction Manager, including but not limited to the installation, repair and maintenance of all building wiring systems, telephone data, fire alarm, signs, TV, security wiring and devices, sound and alarm systems and building automation systems shall be performed under the IBEW Local 3 Schedule A Agreement.**

# PROJECT LABOR AGREEMENT UPDATE

## ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

### SECTION 8.2 COMPOSITION

The Committee shall be jointly chaired by a designee of the General Contractor and the Council. It may include representatives of the Local Unions and contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed upon sub-committees. In all such cases, the Committee and its subcommittees shall maintain equal representation between the Local Unions and the Contractor entities.

# PROJECT LABOR AGREEMENT UPDATE

## ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

### SECTION 9.2 PROCEDURE

Any question, dispute or claim arising during the term of this Agreement involving the interpretation or application of this Agreement (other than jurisdictional disputes and alleged violations of Article 7, Section 7.1 and Article 8, Section 8.3.C.1, shall be considered a grievance and shall be resolved pursuant to the following procedure.

Step 1:

- a. When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall give notice of the claimed violation to the Local Union representative or job steward, who shall notify the work site representative of the involved Contractor and the General Contractor. To be timely, such notice must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance, **or when the employee knew or should have known of the act, occurrence or event, whichever is later.** The Local Union representative or the job steward shall meet with the work site representative of the involved Contractor and the General Contractor and endeavor to adjust the matter within 7 calendar days after timely notice has been given. . . .

# PROJECT LABOR AGREEMENT UPDATE

## ARTICLE 10 - JURISDICTIONAL DISPUTES

### SECTION 10.1 ASSIGNMENT

The assignment of work shall be solely the responsibility of the Contractor performing the work involved, subject to the pre job conference and the procedures set forth in Article 8, Section 8.3.C, and such work assignments shall be in accordance with the National Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("National Plan") or any successor Plan approved by the Building & Construction Trades Department, AFL-CIO a/k/a “Green Book Decisions”.

# PROJECT LABOR AGREEMENT UPDATE

## ARTICLE 11 - WAGES AND BENEFITS

### SECTION 11.2 EMPLOYEE BENEFITS

...

C. Contractors who exercise the option under Section 11.2.B of this Article 11 to pay into their own private benefit plans rather than the applicable jointly trustee funds designated in the Schedule A Agreements shall be responsible for and guarantee employee benefit/supplement payments and shall indemnify and hold harmless the jointly trustee funds designated in the Schedule A Agreements against any and all benefit/supplement claims by its employees. **In addition thereto, such Contractors shall be required to:**

1. **Upon the time of hiring of such employee(s) and no later than five (5) business days upon their commencement of work, provide the General Contractor, Project Owner and the Council with their name(s), job titles and description of work they will be performing.**
2. **Written verification from the Internal Revenue Service of the qualified status of each private benefit plan that it will be contributing to on behalf of each employee identified in subsection a., above.**
3. **Remit on a monthly basis to the General Contractor, Project Owner and the Council a report identifying the names of the employees, the hours worked, the hours for which contributions have been paid into their own private benefit plans and proof that such contributions have been deposited into such plans.**
4. **Provide access to its books and payroll records upon demand by the General Contractor, Project Owner, the Council and/or an affiliate union thereof, for audit and inspection by a representative of same during reasonable business hours. The failure to do so, shall be a material breach of the terms of this Agreement.**



# PROJECT LABOR AGREEMENT UPDATE

## ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

### SECTION 12.4 HOLIDAYS

- A. Schedule - There shall be nine (9) recognized holidays, ~~with Juneteenth\* serving as a tenth (10th) holiday when so required by federal, state or municipal law or directive:~~

New Years Day

Veteran's Day

Dr. Martin Luther King, Jr. Day

Presidents Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day

~~Juneteenth\*~~

# PROJECT LABOR AGREEMENT UPDATE

## ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

### SECTION 12.7 PAYMENT OF WAGES

- A. Payday: A statement shall be furnished with the payment of wages showing the Employer's name; the Employee's name; the Total Earnings, the Total Hours and itemized Tax Deductions and/or Withholdings. A payroll check shall be drawn upon a local Federal Deposit Insurance Corporation insured financial institution within the region where the project work is being performed, payable on demand at its identified value. **The Employer may also pay electronically with transfer from a direct deposit fund so long as the Employee has a viable bank account in which to transfer funds and has requested same.** All Employees shall be paid by 3:00 p.m. on Thursdays. In the event that the following Friday is a bank holiday, payroll shall be issued on Wednesday of that week. Not more than one week's wages shall be held back in any pay period.

# PROJECT LABOR AGREEMENT UPDATE

## ARTICLE 19 - WORKERS' COMPENSATION ADR

At the written option of the Contractor and with the written approval of the Building and Construction Trades Council of Westchester and Putnam Counties, New York, all Local Unions, Contractors and Subcontractors working on this project agree to be bound by the Collectively Bargained Workers Compensation Alternative Dispute Resolution Agreement [ADR Agreement] and to the ADR program set forth therein, by and between the Construction Industry Council of Westchester and the Hudson Valley, Inc. and the Building and Construction Trades Council of Westchester and Putnam Counties, New York, approved by the New York State Workers' Compensation Board **on February 17, 2022**, as amended.

# PROJECT LABOR AGREEMENT UPDATE

## ARTICLE 21 - CLEAN UP 9/3/2024

A clean work site results in a safe and more productive job site. All cleanup during construction shall be performed by ~~the trade having jurisdiction for cleanup in accordance with the Project contract documents~~ Laborers Local 235. The Owner will ensure a clean and safe workplace. The Owner or Construction Manager may back charge Contractors accordingly if cleanup becomes unsatisfactory. Once construction is complete and a building, section or floor is turned over to a professional cleaning company for final cleaning, including but not limited to, windows and floor prep, up to 33.3% of the employees may be a direct employee of the cleaning company. Those direct employees shall be exempt from this Agreement.

# Side Bar

## New York State Prenatal Law

As of January 1, 2025, New York State requires all private employers to provide employees with up to 20 hours of paid leave during any 52-week period for employees to attend prenatal appointments or obtain health care services during or related to their pregnancy.

- Benefit can be taken on an hourly basis.
- Employee must tell you in advance of need to take Paid Prenatal Leave.
- Benefit accrues immediately for all employees.
- Applies to part time and full time employees.
- The benefit is not available to a spouse, partner or other support person.
- The benefit does not include postpartum appointments.
- Prenatal Leave is additional to sick time (separate).
- You cannot be retaliated or discriminated against for using Paid Prenatal Leave.

# Thank You!

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