



## LABOR NOTES

### ANTI-DISCRIMINATION

During the performance of this contract, the Contractor agrees, as required by the provisions of the Labor Law, Section 220-e, as amended that:

- (1) In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no Contractor, subcontractor or any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (2) No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin.
- (3) There may be deducted from the amount payable to the Contractor by the Authority under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (4) This contract may be canceled or terminated by the Authority and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (5) The aforesaid provisions of this section covering every contract for or on behalf of the Authority for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Also during the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
- (2) If directed to do so by the Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers with which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Contracting agency as part of the bid or negotiation of this contract, the Contractor

such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions or employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commissioner of Human Rights of such failure or refusal.

- (3) If directed to do so by the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses (1) and (2) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
- (4) The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability or marital status.
- (5) The Contractor will comply with the provisions of Sections 290 - 299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to the Contractor's books, records and accounts by the State Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (6) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor and an opportunity has been afforded the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

- (7) The Contractor will include the provisions of clauses (1) through (6) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with the subcontractor or vendor as a result of such direction by the State Commissioner of Human Rights or the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

#### EMPLOYMENT SOURCE

Counties of Greene, Ulster, Dutchess, Orange, Rockland, Putnam, and Westchester.

The Contractor, in execution of the work under the contract in accordance with the provisions of the Specifications and the Special Provisions to the Specifications, may submit job orders to and may also request the referral lists of qualified applicants for work of the

#### NEW YORK STATE EMPLOYMENT SERVICE

Greene County:	813 Warren Street, Hudson, NY 12534
Ulster County:	16 Grove Street, Catskill, NY 12401
Dutchess County:	39 Academy Street, Poughkeepsie, NY 12601
Orange County:	280 Broadway, Newburgh, NY 12550
Rockland County:	50 Commerce Street, Spring Valley, NY 10977
Columbia County:	813 Warren Street, Hudson, NY 12534
Westchester County:	30 Glenn Street, White Plains, NY 10566
Putnam County:	14 Bank Street, Peekskill, NY 10566

#### WAGE AND HOURS

During the performance of this contract, the Contractor agrees, as required by Labor Law, Sections 220 and 220-d, as amended, that:

- (a) No laborer, workman or mechanic, in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
- (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

- (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the Wage Rate Schedule, and any re-determination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of these contract documents.
- (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than;
  - (1) the stipulated wage scale as provided in Labor Law, Section 220, Subdivision 3, as amended or
  - (2) less than the stipulated minimum hourly wage scale as provided in Labor Law, section 220-d, as amended.

### WAGE RATE SCHEDULE

MINIMUM HOURLY RATES OF PAY ARE HEREBY ESTABLISHED IN ACCORDANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS.

The New York State Bridge Authority does not represent or warrant that the accompanying schedule of wages with the classification of workmen, mechanics and laborers, as required by Section 220 of the Labor Law, is complete and it reserves the right to revise such schedule when required.

In the event that revisions are made before the letting date, an addendum will be issued by the Authority to purchasers of plans. In the event that the current wage rate schedule should expire before the contract for this project becomes effective, the said wage rate schedule will be re-certified and the Contractor will be bound by such revised schedule as re-certified.

Labor classifications not appearing on this rate sheet can be used only with the consent of the Authority and then the rate to be paid will be given by the Authority after advising the State Department of Labor.

All requests for minimum wage rates for additional occupations shall be directed through the Authority.

By legislation effective August 9, 1975, if the prevailing rate of wages or the prevailing practices for supplements as determined by the State Labor Department changes after the contract is let, the Authority shall request of the State Labor Department a re-determination of the schedules of wages and supplements and such revised wage rates and supplements shall be annexed to and form a part of the contract for the work. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the work is being performed. The bidder shall take into account in his bid prices all changes in wage rates and supplements that may be forthcoming during the time the contract is in force.