

6/27/2024
MEMORANDUM OF AGREEMENT (MOA)

The Association of Wall-Ceiling & Carpentry Industries of New York, Inc (WC&C) and The Building Contractors Association (BCA) have agreed to the following terms.

1. All the terms and conditions of the Parties' collective bargaining agreement and any of its addendums or side letters (the "Agreement") with term of July 1, 2017, through June 30, 2024, are renewed except as specifically provided in this MOA.

2. The successor Agreement between the District Council and the Association will have a term of July 1, 2024, through May 31, 2029.

3. The all-in straight time hourly wage and benefit rates will be increased effective as follows:

July 1, 2024:	\$2.50
July 1, 2025:	\$2.75
July 1, 2026:	\$2.75
July 1, 2027:	\$2.75
July 1, 2028:	\$2.50

- As of July 1, 2024, the total increase is \$2.50. The breakdown is as follows: \$2.00 in the wages, \$0.30 in the welfare, \$0.14 in the vacation, \$0.06 into CCA Metro and a total of \$0.50 into the Benefit Package.

4. The Agreement is modified to provide that any grievances by the Union or the Association/Employer must be raised with the other party within forty-five (45) days of the dispute occurring or by discovery given reasonable diligence.

5. The Agreement is modified so that an Acting Shop Steward assigned to the Employer on a particular job lasting less than forty-five (45) days, the Acting Shop Steward will not be replaced on that job.

6. The Agreement is modified so that a Temporary Shop Steward will be assigned to a job to replace an Acting Shop Steward or a Certified Shop Steward out on vacation, sick, or otherwise away from the job for more than five (5) working days.

7. The Agreement is modified so that there will be no requirement for a Shop Steward where the job has been completed and the job's work force is reduced to a two-person crew for punch list and clean up for a maximum total of ten (10) working days. The arrangements hereunder may be modified so that the Union at its discretion may assign a Shop Steward if the work goes beyond ten (10) working days. The provisions of this agreement are conditioned upon the Employer giving advanced notice to the Union. Notwithstanding the arrangements described, electronic reporting hours must be maintained. Failure of the Employer to meet all the conditions of this provision's arrangements will result in the Employer being required to pay to the Union a penalty equivalent to the daily wages and benefits of a Shop Steward for every day of violation.

8. The Agreement is modified so that two (2) members will be allowed for layout only at the beginning of the project. Layout does not include the installation or acceptance of jobsite material (Additional language will need to be edited so as not to conflict with current 2-person language)

9. Article III, Section 5 of the Agreement is modified to provide to include the following provision:

No Employer bound by this Agreement will sublet or subcontract to another contractor, subcontractor, or other entity the safety protection of openings and stairways unless the contractor, subcontractor, or other entity is a signatory with the District Council. This requirement includes the planking or other protection of openings and sidewalk bridge construction or maintenance.

10. The Parties agree to waive the provisions of the New York State Labor Law ("NYS LL") § 198-e and by reference to incorporate the waiver into the Agreement under the authority of NYS LL § 198-e(10).

This Side letter was previously part of the BCA agreement and is new to the WC&C agreement.

11. The Parties agree to add a Side letter in the form set out below:

MOST FAVORED NATION CLAUSE: The Union agrees that in the event it grants more favorable terms or conditions than those contained in this agreement to any employer or association, the Union will extend those same terms and conditions to the parties to this agreement for the identical type of work.

Any disputes concerning this Side letter will be resolved pursuant to the Grievance and Arbitration provisions of the Parties' Agreement. The Arbitrator may only determine if prospective application of the allegedly more favorable terms and conditions is appropriate. The Arbitrator is not authorized to award damages.

12. Paid sick leave /update language to reflect update in NYC & NYS law