



Specialty Human Services

New York Labor Law





If you are a property owner in New York, it is important to understand New York Labor Law as it can affect your Association's insurance and assets as well as your personal finances.

What is New York Labor Law?

New York State designates laws to provide specific protection to workers who are injured on construction worksites. However, worksites are not limited to ground up construction. Any building undergoing interior or exterior renovation is subject to New York Labor Law.

There are three codes of New York Labor Law that are most likely to be alleged against a property owner when an accident occurs onsite: 200, 240 and 241.

New York Labor Law 200

This section protects the rights of both workers and any visitors to the job site. It is designed to ensure that property owners, construction company owners and contractors take reasonable steps to give workers a safe working environment.

New York Labor Law 240

This section is also known as the “Scaffolding Law”, which protects the rights of construction workers who suffer a fall or are struck by a falling object. It is required that property owners, construction company owners and contractors provide scaffolding and other safety measures to protect workers. Such measures include scaffolding, hoists, ladders, slings, hangers, pulleys, ropes, and stays, etc.

New York Labor Law 241

This section addresses situations involving demolition, excavation, and safety equipment. It is mandated that owners and contractors take reasonable steps to provide adequate safety provisions for their workers.



Real Life Examples:



Condo Association hired a construction company to do work at their property. Plaintiff alleged that he was standing on a ladder that was not braced or tied off. Plaintiff was caused to fall from the ladder and was injured. The extent of the injuries alleged were an ankle fracture and Chronic Regional Pain Syndrome.

Case settled for \$2.5M.

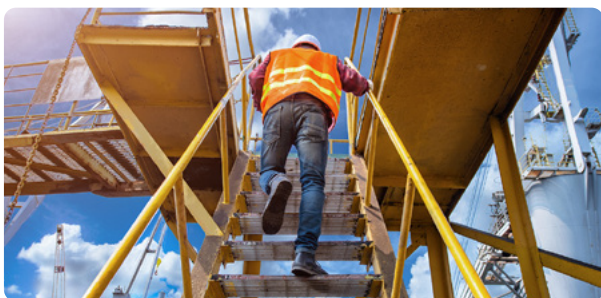
Sections of Labor Law applied: 240



Plaintiff was a contractor who was working as an Operation Engineer employed by the commercial building owner's property management company. Plaintiff was directed by his supervisor to make repairs in a tenant's bathroom. While working from a 6-foot ladder, the plaintiff was caused to fall 10 feet to the floor striking his face. The plaintiff alleged injuries to the eye, Traumatic Brain Injury and back injury.

Case settled for \$2M.

Sections of Labor Law applied: 240.



Property management company hired a plumbing contractor to perform plumbing work at the premises. Plaintiff was working on an unsecured ladder that was not braced or tied off. He fell from the ladder. Plaintiff alleged extensive knee and elbow injuries.

Case settled for \$4.75M.

Sections of Labor Law applied: 240.



Plaintiff was a contractor who was injured while doing painting work at the insured's premises. He was using a makeshift scaffold which was rigged with a ladder in a stairwell landing and after falling from height, he fell down the stairwell. Plaintiff suffered extreme leg injuries and is totally disabled.

Case settled for \$2M.

Sections of Labor Law applied: 200, 240, 241.

How can these accidents affect you?

X

The written contract with the construction company did not include proper language protecting you

X

You did not obtain a written contract with the construction company

X

Contractor's Insurance policy excludes injury to workers



\$

Worker incurs medical bills

\$

You are liable to compensate the injured worker

8 Ways to Protect Yourself and Your Organization

Accidents can happen anytime, anywhere and to anyone, so it is important to have proper risk transfer within every contract made with the contractors and sub-contractors you let on your property.

Here we outline best practices to implement when beginning a project and before hiring a contractor.

1

If drafted for the project, specify all contractor requirements in the bid/project documents.

2

Check licenses, complaints and litigation history. Visit disciplinary boards, the Better Business Bureau site and local court records for previous issues.

- License Check: www.contractors-license.org

3

Require each contractor to provide a current Experience Modification Factor/Rate. A rate above a 1.0 should be considered too high.

4

Check references and contact prior and current clients, if possible.

5

Ensure that the contractor has completed jobs like yours before hiring and confirm how long they have been in business.

6

Check to see if the contractor has a history of OSHA compliance. You can refer to the OSHA Compliance website to conduct a search to see if the potential contractor has been fined for non-compliance. Several “Serious”, “Repeat”, and/or any “Willful” penalties could be grounds for disqualification

OSHA Establishment Search: <https://www.osha.gov/pls/imis/establishment.html>

7

Require each contractor to provide a copy of their written Health & Safety Program. This program should specify how the contractor will comply with health and safety regulations. Examples include fall protection, scaffolding safety, trenching and excavation, etc.

8

Ask an attorney to review your contract for the work to be performed. The contract should include the following, subject to your counsel’s advice:

- A requirement that the contractor carry Commercial General Liability Insurance limits of \$1 million each Occurrence and \$2 million in the Aggregate, at minimum.
- You (as either the Owner or Property Manager) qualify as an “Additional Insured” under all contractor’s Commercial General Liability policy in respect to all liability arising out of the activities/premises described in the contract.
- “Primary and Non-Contributory” wording is present, along with a waiver of the right of subrogation. Both should be in favor of you (as Building Owner or Property Manager).

- Ensure that the insurance coverage held by the contractor does not contain an exclusion for “employees” or for labor law coverage.
- Indemnification language is included that holds the Building Owner and Property Manager harmless.
- Building Owner and Property Manager must be endorsed on the contractor’s policy to require that you and your Property Manager or Building Owner are given notice if the contractor’s insurance policy has been cancelled.
- If the contractor plans to hire subcontractors, the same insurance requirements should apply to their work.

Consult the following Loss Control technical documents for additional site safety guidance:

- **Subcontractor Exposures:** https://www.greatamericaninsurancegroup.com/docs/default-source/loss-prevention/f13768subcontractor-exposures.pdf?sfvrsn=fb7377b1_4
- **Certificates of Insurance:** https://www.greatamericaninsurancegroup.com/docs/default-source/loss-prevention/f13674certificates-of-insurancepdf.pdf?sfvrsn=417477b1_4
- **Fall from Heights – Control Measures:** https://www.greatamericaninsurancegroup.com/docs/default-source/loss-prevention/f13517fall-from-heights-control-measures.pdf?sfvrsn=777e77b1_4

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