§ 22-501 Definitions.

a. As used in section 22-502, the following words and phrases shall mean and include:

1. "Strike". Any concerted act of the employees in a lawful refusal of the employees to perform work or services for the employer, provided such acts are not recognized as unlawful under New York state and federal law, and if the employees are represented by a labor organization, that the said labor organization shall have approved or sanctioned the act.

2. "Lockout". A refusal by an employer to permit his employees to work as a result of a dispute with such employees that affects wages, hours and other terms and conditions of employment of said employees, provided, however, that a lockout shall not include a termination of employment for reasons deemed proper under New York state and federal law.

3. "Employer". A person, firm or corporation who employs any employee to perform services for a wage or salary and includes any person, firm or corporation acting as an agent of any employer, directly or indirectly.

4. "Employee". Any person who performs services for wages or salary under a contract of employment, express or implied, for an employer.

5. "Labor organization". Any organization of any kind or any agency or employee representation committee or plan in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment or conditions of work.

6. "Strikebreaker". Any person who customarily and repeatedly offers himself or herself for employment for the duration of a strike or lockout in the place of employees involved in a strike or lockout.

§ 22-502 Unlawful conduct.

a. It shall be unlawful in the city of New York for any employer wilfully and knowingly to employ any strikebreaker to replace employees who are either on strike against or locked out by such employer.

b. It shall be unlawful within the city of New York for any person, firm or corporation not directly involved in a strike or lockout to recruit any person or persons for employment or to secure or offer to secure for a person or persons any employment when the purpose of such recruiting, securing or offering to secure employment is to have such person take the place in employment of employees in an industry or establishment where a strike or lockout exists, provided that this section shall not apply to any employment agency duly licensed in the city of New York or any nurses registry and provided that such employment is in the regular course of business of such employment agency or nurses registry.

c. It shall be unlawful for any person, firm or corporation including such duly licensed employment agency to transport or arrange to transport to the city of New York any person or persons for employment for the purpose of having such person take the place in employment of employees in an industry or establishment where a strike or lockout exists.

d. Any person violating the provisions of this section shall be guilty of a misdemeanor and upon conviction thereof shall be subject to a fine or not more than one thousand dollars or to suffer imprisonment for a term not exceeding one year, or both.

§ 22-503 Extension or renewal of licenses and permits issued to persons performing active duty in the army, navy or marine corps.

a. Notwithstanding the provisions of any law, rule or regulation or the terms or conditions of any license relating to the examination of applicants for such licenses or the payment of fees therefor, the head of each agency of the city authorized to issue licenses or permits shall extend or renew any license issued by such agency to any person who shall:

1. Engage in the performance of active duty in the army, navy or marine corps of the United States,

2. Be honorably discharged therefrom or be relieved from active duty therein without fault or delinquency, and

3. Hold such license at the time of entrance upon such performance of active duty.

b. Upon application of any such person to the appropriate agency, within one year from his or her discharge from active duty, and without further examination as to the qualification of the applicant, the head of such agency shall renew such license.

c. Where the license is one for which there is an annual fee and where the business or occupation has been discontinued while the licensee was in active service, the head of such agency shall credit against the fee for the renewed license a sum equal to one-twelfth of the annual fee paid by the applicant for the license held by him or her for each month of such active duty until the expiration of such license. Application for such renewal of license shall be made within sixty days after the applicant's discharge from active duty. If at the time of renewal the credit, computed as above provided, is greater than the fee charged for the renewed license, the remainder of such credit shall be applied to the fee charged for the next subsequent renewal of such license.

d. Nothing in this section shall affect any law, rule or regulation of any agency relating to the premises where the business or occupation is to be conducted or to the location or sanitary condition thereof.

e. The term "license" as used in this section shall include permits.

f. Notwithstanding the provisions of this section and section 19-505 of the code, the following persons shall be entitled to receive taxicab licenses upon the following terms and conditions:

1. Any person who held a taxicab license and transferred same immediately preceding entry into the performance of active duty in the army, navy or marine corps of the United States, in anticipation of engaging in the performance of such active duty, and was subsequently honorably discharged therefrom.

2. Any person who held a taxicab license at the time of entry into the performance of active duty in the army, navy or marine corps of the United States and transferred such taxicab license while engaged in such duty and was or is subsequently honorably dis- charged.

3. Applications for taxicab licenses under this subdivision must be made to the taxicab and limosine commission within one hundred and twenty days after his or her discharge from military service.

4. Taxicab licenses issued pursuant to the provisions of this subdivision shall not be transferable except that licenses issued to World War II veterans (if current and operative April fifteenth, nineteen hundred sixty-three), shall be transferable provided said licenses have not been previously revoked for cause or surrendered voluntarily. In the event that the holder of such a license has died prior to March twenty-seventh, nineteen hundred sixty-seven, a transferable license shall be issued to the legal representative of the deceased licensee, provided said representative files a suitable application therefor and is qualified to hold such license.

§ 22-504 Experience; honorably discharged members of the armed forces of the United States.

Whenever, by the provisions of the code, experience in a particular trade is a prerequisite for obtaining any license, certificate or permit issued thereunder, the period of service in the armed forces of the United States in an area designated by the president of the United States by executive order as a "combat zone" at any time during the period designated by the president as the period of combatant activities in such zone, by an honorably discharged member thereof who shall apply for such license, certificate or permit, shall be deemed the equivalent of such experience on a year for year basis and shall be accepted accordingly, provided, however, that such applicant prior to his or her entry into the said armed forces possessed not less than one year of the experience required under the code, and further provided that such experience was interrupted by such entry into the said armed forces. An applicant may apply the provisions of this section and section 22-504.1 of this chapter to satisfy the experience prerequisite in a particular trade for the applicable license, certificate or permit. The provisions of this section shall not apply to license of hoist machine operator, master rigger, master plumber, site safety coordinator, site safety manager and license of high-pressure boiler operating engineer, except that of an applicant for a license of high-pressure boiler operating engineer, who has had, during the ten years immediately preceding the filing of this application, at least five years' experience required under the code, or at least one year's experience prior to his or her entry into the said armed forces, and while in the said armed forces served as a firefighter, oiler, boilermaker, machinist, water tender or engineer, or while in the said armed forces performed duties equivalent to the duties performed by firefighter, oiler, boilermaker, machinist, water tender or engineer for an additional period of time, to make a total of five years' experience, shall be deemed to possess the required experience as applicant for a license of high-pressure boiler operating engineer. Notwithstanding any other provision of this section, the head of each city agency issuing any license, certificate or permit for which experience in a particular trade is a prerequisite shall have the authority to determine whether additional experience is necessary before issuing any such license, certificate or permit. The provisions of this section shall apply only to applicants who are at least eighteen years of age; and are able to read and write the English language.

§ 22-504.1 Equivalent experience; honorably discharged members of the armed forces of the United States.

Whenever, by the provisions of the code, experience in a particular trade is a prerequisite for obtaining any license, certificate or permit issued thereunder, the period of service in the armed forces of the United States by an honorably discharged member thereof who shall apply for such license, certificate or permit, shall be deemed the equivalent of such experience on a year for year basis and shall be accepted accordingly, provided, however, that such applicant while in said armed forces performed duties equivalent to experience required for any such license, certificate or permit, and provided further that only the period of service during which such equivalent duties were performed shall be deemed equivalent experience. An applicant may apply the provisions of this section and section 22-504 of this chapter to satisfy the experience prerequisite in a particular trade for the applicable license, certificate or permit. Notwithstanding any other provision of this section, the head of each city agency issuing any license, certificate or permit for which experience in a particular trade is a prerequisite shall have the authority to determine whether additional experience is necessary before issuing any such license, certificate or permit. The provisions of this section shall apply only to applicants who are at least eighteen years of age; and are able to read and write the English language.

§ 22-505 Displaced building service workers.

a. For purposes of this section, the following terms have the following meanings:

Building service. The term "building service" means work performed in connection with the care or maintenance of an existing building and includes, but is not limited to, work performed by a watchman, guard, security officer, fire safety director, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and superintendent.

Building service contract. The term "building service contract" means a contract for the furnishing of building services, and includes any subcontracts for such services.

Building service employee. The term "building service employee" means any person employed to perform a building service who has been regularly assigned to a building on a full or part-time basis for at least ninety days immediately preceding any transition in employment subject to this section except for (i) persons who are managerial, supervisory, or confidential employees, provided that this exemption shall not apply to building superintendents or resident managers; (ii) persons earning in excess of thirty-five dollars per hour from a covered employer, provided that this amount shall be adjusted on January 1, 2017 and annually thereafter by the mayor's office of labor standards based upon the preceding twelve-month percentage increase, if any, in the consumer price index for all urban consumers for all items, as published by the bureau of labor statistics of the United States department of labor; and (iii) persons regularly scheduled to work fewer than eight hours per week at a building.

City of New York. The term "city of New York" means any city, county or borough, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government the expenses of which are paid in whole or in part from the city treasury.

Covered employer. The term "covered employer" means any person who hires or retains building service employees or a building service contractor, including, but not limited to, a lessee of commercial space, housing cooperative, condominium association, building managing agent, or any other person who owns, leases or manages real property, either on its own behalf or for another person, within the city of New York, provided, however, that the requirements of this section shall not apply (i) to residential buildings of less than 50 units, (ii) to commercial office, institutional or retail buildings of less than 100,000 square feet, (iii) to any lessee of commercial office space whose leasehold is less than 35,000 square feet, or (iv) to the extent that such requirements conflict with section 162 of the state finance law.

Former building service contractor. The term "former building service contractor" means any person who furnishes building services pursuant to a building service contract prior to a termination of such contract.

Person. The term "person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ persons or enter into service contracts, but does not include the city of New York, the state of New York, and the federal government or any other governmental entity, or any individual or entity managing real property for a governmental entity.

Successor building service contractor. The term "successor building service contractor" means any person who, pursuant to a contract, furnishes building services that are substantially similar to those that were provided under a terminated building service contract or to those that were provided by building service employees previously employed by a covered employer.

b. *Terminated building service contract.*

1. No less than 15 calendar days before terminating any building service contract or, in the situation where such contract covers multiple buildings, terminating such contract as to one or more buildings, any covered employer shall request the former building service contractor to provide, any covered employer or the successor building service contractor, whichever person intends to furnish substantially similar building services to those that were provided under the terminated building service contract, a full and accurate list containing the name, address, date of hire and employment classification of each building service employee employed at the buildings covered by the terminated contract. The former building service contractor shall provide such list within 72 hours of receipt of the request from the covered employer. At the same time that the former building service contractor provides such list, the former building service contractor shall post the list in a notice to the building service employees that also sets forth the rights provided by this section, in the same location and manner that other statutorily required notices to employees are posted at the affected building. Such notice shall also be provided to the employees' collective bargaining representative, if any.

2. Upon termination of a building service contract, any covered employer or the successor building service contractor, whichever person intends to furnish substantially similar building services to those that were provided under the terminated building service contract, shall retain those building service employees employed at the buildings covered by the terminated contract for a 90-day transition employment period.

3. If at any time the covered employer or successor building service contractor, whichever person intends to furnish substantially similar building

services to those that were provided under the terminated building service contract, determines that fewer building service employees are required to perform building services at the affected buildings than had been performing such services by the former building service contractor, the covered employer or the successor building service contractor shall retain the building service employees by seniority within job classification; provided, that during the 90-day transition period, the covered employer or successor building service contractor shall maintain a preferential hiring list of those building service employees not retained at the buildings who shall be given a right of first refusal to any jobs within their classifications that become available during that period.

4. Except as provided in paragraph 3 of this subdivision, during the 90-day transition period, the covered employer or successor building service contractor, whichever person intends to furnish substantially similar building services to those that were provided under the terminated building service contract, shall not discharge without cause a building service employee retained pursuant to this section.

5. At the end of the 90-day transition period, the covered employer or successor building service contractor, whichever person intends to furnish substantially similar building services to those that were provided under the terminated building service contract, shall perform a written performance evaluation for each building service employee retained pursuant to this section. If such employee's performance during such 90-day transition period is satisfactory, the covered employer or successor building service contractor shall offer such employee continued employment under the terms and conditions established by the covered employer or successor building service contractor.

6. For purposes of this subdivision, "covered employer" includes any person to which a controlling interest in the affected building has been or is being transferred.

c. *Transfer of controlling interest.*

1. No less than 15 calendar days before transferring a controlling interest in any building in which building services employees are employed, the covered employer who is transferring the controlling interest in such building shall provide to the covered employer to which the controlling interest is being transferred a full and accurate list containing the name, address, date of hire and employment classification of each building service employee employed at the buildings covered by the transfer of such controlling interest. At the same time, the covered employer who is transferring the controlling interest in such building shall post such list in a notice to its building service employees that also sets forth the rights provided by this section, in the same location and manner that other statutorily required notices to employees are posted at the affected building. Such notice shall also be provided to the employees' collective bargaining representative, if any.

2. The covered employer to which the controlling interest is being transferred shall retain those building service employees employed at the buildings covered by the transfer of the controlling interest for a 90-day transition employment period.

3. If at any time the covered employer to which the controlling interest is being transferred determines that fewer building service employees are required to perform building services at the affected buildings than had been performing such services for the covered employer who is transferring the controlling interest, the covered employer to which the controlling interest is being transferred shall retain the building service employees by seniority within job classification; provided, that during the 90-day transition period, such covered employer maintain a preferential hiring list of those building service employees not retained at the buildings who shall be given a right of first refusal to any jobs within their classifications that become available during that period.

4. Except as provided in paragraph 3 of this subdivision, during the 90-day transition period, the covered employer to which the controlling interest is being transferred shall not discharge without cause a building service employee retained pursuant to this section.

5. At the end of the 90-day transition period, the covered employer to which the controlling interest is being transferred shall perform a written performance evaluation for each employee retained pursuant to this section. If such employee's performance during such 90-day transition period is satisfactory, the covered employer to which the controlling interest is being transferred shall offer such employee continued employment under the terms and conditions established by the covered employer.

d. *Entering into a building service contract.*

1. No less than 15 calendar days before entering into a building service contract, the covered employer that will enter into such contract shall provide to the successor building service contractor a full and accurate list containing the name, address, date of hire, and employment classification of each building service employee who is currently performing those services. At the same time the covered employer that will enter into such contract provides such list, such employer shall post a notice to the building service employees that also sets forth the rights provided by this section in the same location and manner that other statutorily required notices to employees are posted at the affected building. Such notice shall also be provided to the employees' collective bargaining representative, if any.

2. The successor building service contractor shall retain those building service employees who were providing those services for a covered employer for a 90-day transition employment period.

3. If at any time the successor building service contractor determines that fewer building service employees are required to perform building services at the affected building than had been performing such services for the covered employer, the successor building service contractor shall retain the building service employees by seniority within job classification; provided, that during the 90-day transition period, the successor building service contractor shall maintain a preferential hiring list of those building service employees not retained at the buildings who shall be given a right of first refusal to any jobs within their classifications that become available during that period.

4. Except as provided in paragraph 3 of this subdivision, during the 90-day transition period, the successor building service contractor shall not discharge without cause an employee retained pursuant to this section.

5. At the end of the 90-day transition period, the successor building service contractor shall perform a written performance evaluation for each building service employee retained pursuant to this section. If such employee's performance during such 90-day transition period is satisfactory, the successor building service contractor shall offer such employee continued employment under the terms and conditions established by such contractor.

e. *Remedies.*

1. A building service employee who has been discharged or not retained in violation of this section may bring an action in supreme court against a former building service contractor, covered employer or successor building service contractor for violation of any obligation imposed pursuant to this section.

2. The court shall have authority to order preliminary and permanent equitable relief, including, but not limited to, reinstatement of any employee who has been discharged or not retained in violation of this section.

3. If the court finds that by reason of a violation of any obligation imposed pursuant to subdivision b, c, or d of this section a building service employee has been discharged or not retained in violation of this section, it shall award:

(a) Back pay, and an equal amount as liquidated damages, for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of (1) the average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification; or (2) the final regular rate received by the employee. Back pay shall apply to the period commencing with the date of the discharge or refusal-to-retain by the covered employer or successor building service contractor through the effective date of any offer of instatement or reinstatement of the employee.

(b) Costs of benefits the covered employer or successor building service contractor would have incurred for the employee under such employee's benefit plan.

(c) The building service employee's reasonable attorney's fees and costs.

4. In any such action, the court shall have authority to order the covered employer or the former building service contractor, as applicable, to provide any information required pursuant to subdivision b, c or d of this section.

f. The provisions of this section shall not apply to the following:

1. any covered employer or successor building service contractor that, on or before the effective date of a termination of a building service contract, agrees to assume, or to be bound by, the collective bargaining agreement of the former building service contractor, provided that the collective bargaining agreement provides terms and conditions for the discharge or laying off of employees;

2. any covered employer to which a controlling interest in a building is being transferred that, on or before the effective date of the transfer of such controlling interest, agrees to assume, or to be bound by, the collective bargaining agreement of the covered employer that is transferring the controlling interest, provided that the collective bargaining agreement provides terms and conditions for the discharge or laying off of employees;

3. any successor building service contractor that, on or before the effective date of the entering into a building service contract by a covered employer, agrees to assume or to be bound by, the collective bargaining agreement of the covered employer, provided that the collective bargaining agreement provides terms and conditions for the discharge or laying off of employees;

4. if there was no existing collective bargaining agreement as described in paragraphs 1, 2, or 3 of this subdivision, any covered employer or successor building service contractor that agrees, on or before the effective date of the termination of the contract, transfer of a controlling interest, or entering into a building service contract, to enter into a new collective bargaining agreement covering its building service employees, provided that the collective bargaining agreement provides terms and conditions for the discharge or laying off of employees;

5. any covered employer or successor building service contractor whose building service employees will be accreted to a bargaining unit with a pre-existing collective bargaining agreement, provided that the collective bargaining agreement provides terms and conditions for the discharge or laying off of employees; or

6. any covered employer or former building service contractor that obtains a written commitment from a covered employer or successor building service contractor that the covered employer or successor building service contractor's building service employees will be covered by a collective bargaining agreement falling within paragraphs (1) through (5) of this subdivision.

(Am. L.L. 2016/058, 5/10/2016, eff. 5/10/2016)

§ 22-506 [Grocery industry, employer-paid healthcare.]

a. *Short title.* This section shall be known and may be cited as the "Health Care Security Act."

b. *Definitions.* For purposes of this section, the following terms shall have the following meanings:

(1) "Active retail floor space" means the floor space in any store operated by a grocery employer that is utilized for the display and sale of food; provided that such term shall not include any storage space, loading dock, food preparation space or eating area designated for the consumption of prepared food.

(2) "Administering agency" means any city agency, office, department, division, bureau or institution of government, the expenses of which are paid in whole or in part from the city treasury, as the mayor shall designate.

(3) "City" means the city of New York.

(4) "Covered employer" means any grocery employer operating in the city.

(5) "Covered industry" means the grocery industry operating in the city.

(6) "Employee" means any person who is not a family member of a covered employer and who works at any location in the city on a full-time, part-time or seasonal basis for any grocery employer; provided that such term shall not include persons who are managerial, supervisory or confidential employees; and provided further that such term shall not include persons who are hired to work exclusively for the holiday period from November 1 through December 31.

(7) "Entity" or "Person" means any natural person, corporation, sole proprietorship, partnership, association, joint venture, limited liability company or other legal entity.

(8) "Family of employee" means the spouse or domestic partner as defined in section 3-240 of the administrative code of an employee and each dependent child of such employee.

(9) "Family member of a covered employer" means the spouse or domestic partner as defined in section 3-240 of the administrative code of a covered employer and each child, parent, sister or brother of such employer.

(10) "Fiscal year" means the period from July 1 of each year through June 30 of the following year.

(11) "Food" means nourishment for human consumption.

(12) "Grocery employer" means any entity operating one or more retail stores in the city that (i) primarily sell food for off-site consumption, where such entity employs fifty or more employees at any one such store, provided that such entity shall be deemed to employ the highest number of employees that such entity employed at any time during the preceding fiscal year or (ii) contain 12,500 square feet or more of active retail floor space for the sale of food for off-site consumption, such as a "big box" retail store or warehouse club; provided that such term shall not include any retail store for which pharmacy sales comprise fifty percent or more of store sales.

(13) "Health care expenditure" means any amount paid by a covered employer to its employees or to another party on behalf of its employees and/or the families of its employees for the purpose of providing health care services or reimbursing the cost of such services for its employees and/or the families of its employees, including, but not limited to, (i) contributions by such employer to a health savings account as defined under section 223 of the United States internal revenue code or to any other account having substantially the same purpose or effect without regard to whether such contributions qualify for a tax deduction or are excludable from employee income; (ii) reimbursement by such employer to its employees and/or the families of its employees for incurred health care expenses where such recipients had no entitlement to have expenses reimbursed under any plan, fund or program maintained by such employer; or (iii) contributions by such employer to any New York city health and hospitals corporation facility or federally qualified health center that is located in a borough where such employer operates a store or where the majority of such employer's employees reside, provided that such contributions shall not be designated for a particular individual or group of individuals, notwithstanding anything herein to the contrary; provided, however, that such term shall not include any payment made directly or indirectly for workers'compensation, Medicare benefits or any other health care costs, taxes or assessments that such employer is required to pay pursuant to any federal, state or local law other than this section, or any amount deducted from an employee's wages and not reimbursed by such employer.

(14) "Health care services" means primary or secondary medical care or services, including, but not limited to, (i) inpatient and outpatient hospital services, (ii) physicians',surgical and medical services, (iii) laboratory, diagnostic and x-ray services, (iv) prescription drug coverage, (v) annual physical examinations, (vi) preventative services, (vii) mental health services or (viii) substance abuse treatment services; provided, however, that such term shall not include any medical procedure or treatment which is solely cosmetic.

(15) "Prevailing health care expenditure rate" means the amount of health care expenditure customarily made on behalf of a full-time employee and/or the family of such employee in the same trade or occupation in the covered industry, prorated on an hourly basis and calculated pursuant to paragraph 2 of subdivision c of this section.

(16) "Required health care expenditure" means the total health care expenditure that a covered employer is required to make each year for its employees and/or the families of its employees pursuant to subdivision c of this section.

(17) "Retaliatory action" means the discharge, suspension, demotion or penalization of, or discrimination or taking other adverse action against, an employee with respect to the terms and conditions of such employee's employment.

c. *Required health care expenditures.*

(1) Covered employers shall make required health care expenditures on behalf of their employees and/or the families of their employees each fiscal year, beginning on July 1, 2006. Such expenditures may be made within thirty days after the close of the fiscal year for which such expenditures are required to be made; provided that no health care expenditures may be credited toward more than one fiscal year.

(2) The administering agency shall annually determine the prevailing health care expenditure rate for employees in the covered industry using procedures and standards similar to those used to calculate prevailing wages and fringe benefits pursuant to sections 230 and 220 of the New York state labor law; provided that where thirty percent or more of such employees are covered by a valid collective bargaining agreement, the prevailing health care expenditure rate for such employees shall be equal to the health care expenditure rate for full-time employees as provided under such collective bargaining agreement; provided further that where there are more than one such collective bargaining agreements with differing health care expenditure rates for full-time employees which together cover thirty percent or more of the employees in the covered industry, the prevailing health care expenditure rate for such employees shall be the average such rate of all such agreements; and provided further that all employees employed in the covered industry shall be deemed to be in the same trade or occupation for purposes of determining the prevailing health care expenditure rate. Each prevailing health care expenditure rate determined pursuant to this subdivision shall be published by the administering agency by March 1 of each year and shall take effect on July 1 of the fiscal year.

(3) Each covered employer shall annually determine its required health care expenditure by multiplying the prevailing health care expenditure rate as determined by the administering agency pursuant to this subdivision for such employer's covered industry by the total number of hours worked during the fiscal year by all the employees of such employer. A covered employer may use any reasonable methodology to determine (i) the number of hours worked during the fiscal year by its employees; (ii) such employer's required health care expenditure for the fiscal year; and (iii) whether the health care expenditure made by such employer during the fiscal year is at least equal to such employer's required health care expenditure for such year. Each covered employer shall file a concise statement describing such methodology with the administering agency, or if no such agency has been designated, with the city clerk, by April 1 of each year for the following fiscal year.

(4) A covered employer shall (i) maintain an accurate work log that includes, for each employee, such employee's name, trade or occupation, and the dates and hours or time periods worked by such employee, provided, however, that covered employers shall not be required to maintain such records in any particular form; (ii) provide an employee or such employee's designated representative(s) with access to such employee's work log and payroll records for inspection and copying; (iii) maintain accurate records of health care expenditures and required health care expenditures, and proof of such expenditures each year, provided, however, that covered employers shall not be required to maintain such records in any particular form; and (iv) provide a report to the administering agency on an annual basis containing the information required to be maintained pursuant to subparagraphs (i) and (iii) of this paragraph, and such other information as the administering agency shall require. Such report shall be made available to the public upon request without employee names or other personally identifying information. A covered employer that is a signatory to one or more collective bargaining agreements that cover at least seventy-five percent of its employees may comply with this section as provided in subdivision g.

d. *Unlawful retaliation.* It shall be unlawful for any covered employer to deprive or threaten to deprive any person of employment, take or threaten to take any retaliatory action against any person, or directly or indirectly intimidate, threaten, coerce, command or influence or attempt to intimidate, threaten, coerce, command or influence any person because such person has taken an action to enforce, inquire about or inform others about the requirements of this section. Taking any such adverse action against any person within ninety days of such person's exercise of rights pursuant to this section shall raise a rebuttable presumption that such action was in retaliation for the exercise of such rights.

e. *Violations and penalties.*

(1) Any covered employer found to be in violation of this section by failing to make health care expenditures during the fiscal year at least equal to the required health care expenditure for such employer shall be liable for a civil penalty equal to the amount of the shortfall.

(2) Any covered employer found to be in violation of this section by failing to make health care expenditures during the fiscal year at least equal to the required health care expenditure for such employer shall correct such violation within ninety days of such determination. The administering agency shall serve a notice to correct such violation which shall specify the date which is ninety days from such determination by which the violation shall be corrected. Failure to correct such violation pursuant to this paragraph shall subject a covered employer to a civil penalty of not less than five hundred dollars for each day such violation continues.

(3) Any covered employer found to have violated any of the requirements of paragraph (4) of subdivision c of this section shall be liable for a civil penalty of not less than five hundred dollars for each such violation.

(4) In addition to being liable for civil penalties pursuant to this subdivision, any covered employer found to have violated this section may be subject to other action taken by the administering agency, including, but not limited to, requesting that city agencies or departments revoke or suspend any city-issued registration certificates, permits or licenses held by such covered employer until such time as the violation is remedied.

(5) Penalties imposed pursuant to this section shall not affect any right or remedy available or civil or criminal penalty applicable under law to any individual or entity, or in any way diminish or reduce the remedy or damages recoverable in any action in equity or law before a court of law with competent jurisdiction.

f. *Enforcement.*

(1) The administering agency shall take appropriate action to enforce this section, including, but not limited to, periodically auditing covered employers to monitor compliance with this section; establishing a system to receive complaints from any person charging that a violation has occurred pursuant to this section; investigating complaints received; and making findings of violations and civil penalties in accordance with the provisions of this section.

(2) Any proceeding to recover any civil penalty authorized pursuant to this section shall be commenced by the service of a notice of violation which shall be returnable to the administering agency. The commissioner or other designated person of such administering agency shall, after due notice and an opportunity for a hearing, be authorized to impose the civil penalties prescribed by this section.

(3) Any action or proceeding that may be appropriate or necessary for the correction of any violation issued pursuant to this section, including, but not limited to, actions to secure permanent injunctions, enjoining any acts or practices which constitute such violation, mandating compliance with the

provisions of this section or such other relief as may be appropriate, may be initiated in any court of competent jurisdiction by the corporation counsel or such other persons designated by the corporation counsel on behalf of the administering agency.

(4) Any joint-labor management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. § 175a) operating in the covered industry or any employee of a covered employer may bring an action in any court of competent jurisdiction against a covered employer that fails to make health care expenditures during the fiscal year at least equal to the required health care expenditure for such employer in violation of this section. Upon a determination of any such violation, the court may award any appropriate equitable relief to secure compliance with this section and shall award reasonable attorney's fees and costs incurred in maintaining the action to any complaining party who prevails in any such enforcement action.

(5) Any aggrieved person may bring an action in any court of competent jurisdiction against a covered employer for violation of subdivision d of this section. Upon a determination of any such violation, the court may award any appropriate remedy at law or equity and shall award reasonable attorney's fees and costs incurred in maintaining the action to any complaining party who prevails in any such enforcement action.

(6) Any enforcement proceedings commenced under this section must be commenced within three years after the date of the occurrence or termination of the alleged violation, whichever occurs later.

g. *Exemption.* A covered employer that is a signatory to one or more collective bargaining agreements that cover at least seventy-five percent of its employees may fully comply with the requirements of this section by filing annually with the administering agency proof of such collective bargaining agreements and their terms, in such form and manner as specified by the administering agency, and shall otherwise be exempt from all other provisions of this section.

h. *Rules.* The administering agency shall promulgate rules in accordance with this section and such other rules as may be necessary for the purpose of implementing, construing and carrying out the provisions of this section.

§ 22-507 Displaced grocery workers.

a. For purposes of this section, the following terms shall have the following meanings:

Change in control. The term "change in control" means any sale, assignment, transfer, contribution or other disposition of all or substantially all of the assets of, or a controlling interest in, including by consolidation, merger or reorganization, any grocery establishment.

City. The term "city" means the city of New York.

Department. The term "department" means the department of consumer and worker protection or any other agency or office designated by the mayor.

Eligible grocery employee. The term "eligible grocery employee" means any person employed by a grocery establishment subject to a change in control, and who has been employed by such establishment on a full-time or a part-time basis for a period of at least six months prior to the effective date of the change in control; provided that such term shall not include persons who are managerial, supervisory or confidential employees or persons who on average regularly worked fewer than eight hours per week during such period.

Grocery establishment. The term "grocery establishment" means any retail store in the city of New York in which the sale of food for off-site consumption comprises fifty percent or more of store sales and that exceeds 10,000 square feet in size, exclusive of any storage space, loading dock, food preparation space or eating area designated for the consumption of prepared food.

Incumbent grocery employer. The term "incumbent grocery employer" means any person that owns or controls a grocery establishment prior to any change in control.

Person. The term "person" means any individual, corporation, sole proprietorship, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality or any other legal or commercial entity, whether domestic or foreign.

Successor grocery employer. The term "successor grocery employer" means any person that owns or controls a grocery establishment after any change in control.

Transitional employment period. The term "transitional employment period" means a 90 day period beginning upon the latter of the effective date of a change in control of a grocery establishment or the end of any period during which such grocery establishment was not open to the public during its normal business hours.

b. *Worker retention; transitional employment period.*

1. No less than fifteen calendar days before the effective date of any change in control of a grocery establishment, the incumbent grocery employer shall:

(A) provide to the successor grocery employer a full and accurate list containing the name, address, phone number, if known by such incumbent grocery employee, email address, if known by such incumbent grocery employer, date of hire and job category of each eligible grocery employee;

(B) post a notice in the same location and manner that other statutorily required notices to employees are posted at such grocery establishment, which shall include:

(i) the effective date of such change in control;

(ii) the name and contact information for the successor grocery employer;

(iii) an explanation of the rights provided pursuant to this section, in a form prescribed by the department; and

(iv) the names and job categories of each eligible grocery employee.

(C) provide the list and notice required by subparagraphs (A) and (B) of this paragraph to the eligible grocery employees' collective bargaining representatives, if any.

2. A successor grocery employer shall retain each eligible grocery employee for the transitional employment period and, except as provided in paragraph 3 of this subdivision, a successor grocery employer shall not discharge an eligible grocery employee retained pursuant to this section during the transitional employment period without cause.

3. If at any time during the transitional employment period a successor grocery employer determines that it requires fewer eligible grocery employees than were employed by the incumbent grocery employer, such successor grocery employer shall retain such eligible grocery employees by seniority within each job category. During the transitional employment period, the successor grocery employer shall maintain a preferential hiring list of any eligible grocery employees not retained by such successor grocery employer who shall, by seniority within their job category, be given a right of first refusal to any jobs that become available during such period within such job category.

4. A successor grocery employer shall retain written verification of any offer of employment made by such successor grocery employer to any eligible grocery employee for a period of no less than three years from the date such offer was made. Such verification shall include the name, address, date of offer, and job category of each eligible grocery employee.

5. At the end of the transition employment period, a successor grocery employer shall complete a written performance evaluation for each eligible grocery employee retained pursuant to this section and may offer such eligible grocery employee continued employment. A successor grocery employer shall retain a record of the written performance evaluation for a period of no less than three years.

c. *Penalties.*

1. Any incumbent grocery employer who violates paragraph 1 of subdivision b of this section shall be liable for a civil penalty of not more than $1,000.

2. Any successor grocery employer who violates paragraph 2 of subdivision b of this section shall be liable for a civil penalty of not more than $750 for each employee not retained or terminated without cause during the transitional employment period.

3. Any successor grocery employer who violates paragraph 3 of subdivision b of this section for failing to maintain a preferential hiring list of any eligible grocery employees not retained by such successor grocery employer shall be liable for a civil penalty of not more than $750.

4. Any successor grocery employer who violates paragraph 4 of subdivision b of this section for failing to retain written verification of any offer of employment made by such successor grocery employer to any eligible grocery employee shall be liable for a civil penalty of not more than $500.

5. Any successor grocery employer who violates paragraph 5 of subdivision b of this section for failing to complete or retain written performance evaluations for each eligible grocery employee retained during the transitional employment period shall be liable for a civil penalty of not more than $500.

d. *Enforcement.*

1. Any eligible grocery employee alleging a violation of this section may file a complaint with the department within 180 days of the date such eligible grocery employee knew or should have known of the alleged violation.

(A) The department shall investigate any complaint it receives regarding an alleged violation of this section. The department shall maintain confidential the identity of any complainant unless disclosure of such complainant's identity is necessary for resolution of the investigation or otherwise required by law. The department shall, to the extent practicable, notify such complainant that the department will be disclosing his or her identity prior to such disclosure.

(B) The department may, at any time after the filing of a complaint, resolve the complaint by any method of dispute resolution, unless such complaint is withdrawn by the complainant.

(C) The department shall keep complainants reasonably notified regarding the status of their complaint and any resultant investigation.

(D) A proceeding to recover any civil penalty authorized by this section shall be commenced by the service of a notice of violation which shall be returnable to the office of administrative tribunals and hearings. Such office shall have the power to impose the penalties described by paragraphs 1 through 5 of subdivision c of this section and by paragraph 3 of this subdivision.

(E) The department may settle a notice of violation at any time prior to the conclusion of an adjudication, provided that any complainant who opts out of such settlement may withdraw his or her complaint and file a private right of action pursuant to paragraph 2 of this subdivision.

2. Any eligible grocery employee alleging a violation of this section may bring a civil action against an incumbent grocery employer for a violation of paragraph 1 of subdivision b of this section or against a successor grocery employer for a violation of paragraphs 2 through 5 of subdivision b of this section only if:

(A) such eligible grocery employee has filed a complaint with the department pursuant to paragraph 1 of this subdivision arising out of the same facts and circumstances, the department has not, within 120 days, either resolved such complaint or issued a notice of violation, and such employee has withdrawn such complaint with the department; or

(B) such eligible grocery employee has filed a complaint with the department pursuant to paragraph 1 of this subdivision arising out of the same facts and circumstances, has opted out of a settlement reached by the department pursuant to subparagraph (E) of paragraph 1 of this subdivision, and has withdrawn his or her complaint with the department.

3. In addition to the penalties authorized by subdivision c of this section, the remedy in any administrative proceeding or civil action undertaken pursuant to this section may include:

(A) three times the pay for each day the eligible grocery employee was discharged or not retained in violation of paragraph 2 of subdivision b of this section, which shall be calculated at a rate of compensation not less than the higher of:

(i) the average regular rate of pay received by the eligible grocery employee during the last three years of such eligible grocery employee's employment in the same job category, or

(ii) the most recent regular rate received by the eligible grocery employee while employed by either the incumbent grocery employer or the successor grocery employer, regardless whether such employee obtained an alternate source of income that was less than, equal to, or greater than the rate calculated pursuant to this paragraph;

(B) the value of the benefits the eligible grocery employee would have received under the successor grocery employer's benefit plan for those days such employee was discharged or was not retained in violation of paragraph 2 of subdivision b of this section;

(C) an order requiring that the successor grocery employer retain its eligible grocery employees during the transitional employment period, unless an eligible grocery employee is discharged pursuant to paragraph 3 of subdivision b of this section or with cause; and

(D) reasonable attorney's fees and costs incurred in maintaining a civil action for a violation of this section, provided the eligible grocery employee is the prevailing party in any such civil action.

e. The provisions of this section shall not apply to any successor grocery employer that, on or before the effective date of the transfer of control from a predecessor grocery employer to the successor grocery employer, enters into a collective bargaining agreement covering the eligible grocery employees or agrees to assume, or to be bound by, the collective bargaining agreement of the predecessor grocery employer covering the eligible grocery employees, provided that such collective bargaining agreement provides terms and conditions regarding the discharge or laying off of employees.

(L.L. 2016/011, 2/8/2016, eff. 5/8/2016; Am. L.L. 2020/080, 8/28/2020, eff. 8/28/2020)

Editor's note: For related unconsolidated provisions, see Appendix A atL.L. 2020/080.

§ 22-508 Food service workers.

a. For purposes of this section, the following terms have the following meanings:

Covered entity. The term "covered entity" means any person who enters into a food service contract for the provision of food service at premises located within the city.

Food service. The term "food service" means the on-site preparation, service and clean-up of food or beverages to persons.

Food service contract. The term "food service contract" means a contract for a term of at least 12 months between a covered entity and a food service contractor for the provision of food service that requires that:

(i) the food service contractor provide all food service workers;

(ii) the prices for food or beverages sold on the premises of the covered entity be subject to the review and agreement of the covered entity; and

(iii) the food service contractor reports the gross receipts or gross sales generated pursuant to the contract to the covered entity.

Food service contractor. The term "food service contractor" means any person who enters into a food service contract to provide food service to a covered entity.

Food service worker. The term "food service worker" means any person who has been employed by a food service contractor to provide food service pursuant to a food service contract on a full or part-time basis for at least 90 days immediately preceding any transition in employment subject to this section, provided that such term does not include persons who are managerial, supervisory or confidential employees, or persons regularly scheduled to work fewer than eight hours per week.

Former food service contractor. The term "former food service contractor" means any person who has entered into a food service contract with a covered entity prior to a termination of such contract.

Person. The term "person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ persons or enter into service contracts, but it does not include the city, the state of New York, the federal government any other governmental entity, or any individual or entity managing real property for a governmental entity.

Successor food service contractor. The term "successor food service contractor" means any person who has entered into a food service contract with a covered entity after the termination of a substantially similar food service contract by the covered entity.

b. *Terminated food service contract.*

1. No less than 15 calendar days before terminating any food service contract, a covered entity shall request the former food service contractor to provide to the successor food service contractor and the covered entity a full and accurate list containing the name, address, date of hire, and job category of each food service worker who provided the food service pursuant to such contract. The former food service contractor shall provide such list within 72 hours of receipt of the request by the covered employer. At the same time that the former food service contractor provides such list, the former food service contractor shall post the list in a notice to the food service workers that also sets forth the rights provided by this section, in the same location and manner that other statutorily required notices to employees are posted at the affected premises. Such notice shall also be provided to the food service workers' collective bargaining representative, if any.

2. Upon termination of a food service contract, the successor food service contractor shall retain those food service workers who provided the food service pursuant to such contract for a 90-day transition employment period.

3. If at any time the successor food service contractor determines that fewer food service workers are required to perform the food service pursuant to such contract than had been performing such service under the terminated food service contract, such successor food service contractor shall retain the food service workers by seniority within job classification; provided, that during such 90-day transition period, the successor food service contractor shall maintain a preferential hiring list of those food service workers not retained at the sites who shall be given a right of first refusal to any jobs within their classifications that become available during that period.

4. Except as provided in paragraph 3 of this subdivision, during such 90-day period the successor food service contractor shall not discharge without cause a food service worker retained pursuant to this section.

5. At the end of the 90-day transition period, the successor food service contractor shall complete a written performance evaluation for each food service worker retained pursuant to this section. If a food service worker's performance during such 90-day period is satisfactory, the successor food service contractor shall offer such food service worker continued employment under the terms and conditions established by the successor food service contractor.

c. *Remedies.*

1. A food service worker who has been discharged or not retained in violation of this section may bring an action in supreme court against a successor food service contractor for violation of any obligation imposed pursuant to this section.

2. The court shall have authority to order reinstatement of any food service worker who has been discharged or not retained in violation of this section.

3. If the court finds that by reason of a violation of any obligation imposed pursuant to subdivision b of this section, a food service worker has been discharged or not retained in violation of this section, it shall award:

(a) Back pay for each day during which the violation continues, calculated at a rate of compensation not less than the higher of (i) the average regular rate of pay received by the food service worker during the last three years of the food service worker's employment in the same job category; or (ii) the final regular rate received by the food service worker while employed either under the terminated food service contract or under the food service contract with the successor food service contractor, regardless of whether such food service worker obtained an alternate source of income that was less than, equal to, or greater than the rate calculated pursuant to this subparagraph;

(b) The cost of benefits the successor food service contractor would have incurred for the food service worker under the successor food service contractor's benefit plan; and

(c) The food service worker's reasonable attorney's fees and costs.

4. In any such action, the court has authority to order the covered entity or former food service contractor to provide the successor food service contractor with the information required pursuant to subdivision b of this section.

d. The provisions of this section do not apply to a successor food service contractor that, on or before the effective date of the commencement of food service by such successor food service contractor, enters into a collective bargaining agreement covering the food service workers or agrees to assume, or to be bound by, the collective bargaining agreement of the former food service contractor covering such food service workers, provided that such collective bargaining agreement provides terms and conditions regarding the discharge or laying off of employees.

(L.L. 2016/131, 10/31/2016, eff. 10/31/2016)

§ 22-509 Construction site safety training courses.

The department, or an agency or office designated by the mayor, shall by March 1, 2018 develop a program to provide equal access to construction site safety training required by section 3321 of the New York city building code. Such program shall address the needs of individuals who do not have equal access to such training.

(L.L. 2017/196, 10/16/2017, eff. 10/16/2017)

§ 22-510 Displaced hotel service workers.

a. *Definitions*. For the purposes of this section, the following terms have the following meanings:

Affected hotel. The term “affected hotel” means a hotel or discrete portion of a hotel that has been the subject of a change in control or a change in controlling interest or identity.

Change in control. The term “change in control” means any sale, assignment, transfer, contribution or other disposition of all or substantially all of the assets used in the operation of a hotel or a discrete portion of a hotel. A change in control shall be defined to occur on the date of execution of the document effectuating such change.

Change in controlling interest or identity. The term “change in controlling interest or identity” means (i) any sale, assignment, transfer, contribution or other disposition of a controlling interest, including by consolidation, merger or reorganization, of a hotel employer or any person who controls a hotel employer; or (ii) any other event or sequence of events, including a purchase, sale or lease termination of a management contract or lease, that causes the identity of the hotel employer at a hotel to change. A change in controlling interest or identity shall be defined to occur on the date of execution of the document effectuating such change.

Eligible hotel service employee. The term “eligible hotel service employee” means a hotel service employee employed by a hotel employer at an affected hotel.

Former hotel employer. The term "former hotel employer" means any hotel employer who owns, controls or operates a hotel prior to a change in control or change in controlling interest or identity of a hotel or of a discrete portion of a hotel that continues to operate as a hotel after such change.

Hotel. The term “hotel” means a transient hotel as defined in section 12-10 of the New York city zoning resolution or any successor provision of such resolution.

Hotel employer. The term “hotel employer” means any person who owns, controls or operates a hotel, and includes any person or contractor who, in a managerial, supervisory or confidential capacity, employs one or more hotel service employees.

Hotel service. The term “hotel service” means work performed in connection with the operation of a hotel.

Hotel service employee. The term "hotel service employee" means (i) any person employed to perform a hotel service at an affected hotel during the 365-day period immediately preceding the change in control or change in controlling interest or identity of such hotel, or (ii) any person formerly employed to perform a hotel service at an affected hotel who retains recall rights under the former hotel employer’s collective bargaining agreement, if any, or under any comparable arrangement established by the former hotel employer, on the date of the change in control or change in controlling interest or identity of such hotel. Notwithstanding the preceding sentence, the term “hotel service employee” shall not include persons who are managerial, supervisory or confidential employees or who otherwise exercise control over the management of the hotel.

Hotel service employee retention period. The term “hotel service employee retention period” means the 90-day period beginning on the date of a change in control or change in controlling interest or identity of the hotel or of a discrete portion of the hotel that continues to operate as a hotel after such change, provided that if such hotel is not open to the public on such date, such 90-day period shall begin on the first day that such hotel is open to the public after such change.

Person. The term "person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, trustee in bankruptcy, receiver or other entity that may employ persons or enter into service contracts, but does not include the city of New York, the state of New York, and the federal government or any other governmental entity, or any individual or entity managing real property for a governmental entity.

Successor hotel employer. The term "successor hotel employer" means a hotel employer who owns, controls or operates a hotel after a change in control or change in controlling interest or identity of the hotel or of a discrete portion of the hotel that continues to operate as a hotel after such change.

b. *Hotel service employee retention.*

1. No less than 15 days before a change in control or change in controlling interest or identity, a former hotel employer shall provide the successor hotel employer with a full and accurate list containing the name, address, date of hire and employment classification of each hotel service employee employed at an affected hotel. At the same time that the former hotel employer provides such list, the former hotel employer shall post such list in a notice to the hotel service employees that also sets forth the rights provided by this section, in the same location and manner that other statutorily required notices to such employees are posted at the affected hotel; provided that if such hotel is not open to the public, such notice shall be transmitted in the same manner as any offer of employment made pursuant to paragraph 2 of this subdivision. Such notice shall also be provided to the employees' collective bargaining representative, if any.

2. A successor hotel employer shall, during the hotel service employee retention period, offer each eligible hotel service employee employment for no less than 90 days under the terms and conditions established by the successor hotel employer, or as required by law, except that the wage rate offered and paid for such period shall be the same as or higher than the wage rate last paid to such employee by the former hotel employer, or as required by law. Such offers shall be made in writing and shall remain open for at least 10 business days from the date of such offer.

3. Except as provided in paragraph 4 of this subdivision, during the hotel service employee retention period, an eligible hotel service employee retained pursuant to this section shall not be discharged without cause.

4. If at any time during the hotel service employee retention period the successor hotel employer determines that fewer hotel service employees are required than were employed by the former hotel employer, the successor hotel employer shall retain eligible hotel service employees by seniority and experience within each job classification, to the extent such classification exists.

5. A successor hotel employer shall retain written verification of each offer of employment made pursuant to paragraph 2 of this subdivision. Such verification shall include the name, address, date of hire and job classification of the eligible hotel service employee to whom the offer was made. A successor hotel employer shall retain such verification for no less than 3 years from the date the offer is made.

6. At the end of the hotel service employee retention period, the successor hotel employer shall perform a written performance evaluation for each hotel service employee retained pursuant to this section. If such employee's performance during such retention period is satisfactory, the successor hotel employer shall offer such employee continued employment under the terms and conditions established by the successor hotel employer. A successor hotel employer shall retain such written performance evaluation for no less than 3 years from the date it is issued.

c. *Remedies.*

1. A hotel service employee who has been discharged or not retained in violation of this section may bring an action in supreme court against a former hotel employer or successor hotel employer for violation of any obligation imposed pursuant to this section.

2. The court shall have authority to order preliminary and permanent equitable relief, including, but not limited to, reinstatement of any employee who has been discharged or not retained in violation of this section. If the court finds that by reason of a violation of any obligation imposed pursuant to subdivision b of this section, a hotel service employee has been discharged or not retained in violation of this section, the court shall award:

(i) back pay, and an equal amount as liquidated damages, for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of (1) the average regular rate of pay received by the employee during the last 3 years of the employee's employment in the same occupation classification; or (2) the final regular rate of pay received by the employee. Back pay shall apply to the period commencing on the date of the discharge or refusal-to-retain by the successor hotel employer and ending on the effective date of any offer of instatement or reinstatement of the employee;

(ii) costs of benefits the successor hotel service employer would have incurred for the employee under such employee's benefit plan; and

(iii) the employee's reasonable attorney's fees and costs.

4. In any such action, the court shall have authority to order the former or successor hotel employer, as applicable, to provide any information required pursuant to subdivision b of this section.

d. *Applicability.* This section shall not apply to:

1. any successor hotel employer who, on or before the change of control or change in controlling interest or identity, agrees to assume, or to be bound by, the collective bargaining agreement of the former hotel employer, provided that such collective bargaining agreement provides terms and conditions for the discharge or laying off of employees;

2. if there was no existing collective bargaining agreement as described in paragraph 1 of this subdivision, any successor hotel employer who agrees, on or before the change of control or change in controlling interest or identity, to enter into a new collective bargaining agreement covering its hotel service employees, provided that such collective bargaining agreement provides terms and conditions for the discharge or laying off of employees; or

3. a former hotel employer who obtains a written commitment from a successor hotel employer that such successor hotel employer’s hotel service employees will be covered by a collective bargaining agreement that provides terms and conditions for the discharge or laying off of employees.

e. *Records.*

1. Each hotel employer shall maintain for three years, for each employee and former employee, by name, a record showing the employee’s regular hourly rate of pay for each week of the employee’s employment.

2. Each hotel employer shall make an employee’s or former employee’s records available in full to such employee or former employee upon request.

(L.L. 2020/099, 9/28/2020, eff. 9/28/2020)

Editor's note: For related unconsolidated provisions, see Appendix A atL.L. 2020/099.