

Legislation Text

File #: 220526, Version: 0

Amending Chapter 9-2300 of The Philadelphia Code, entitled "Protection of Displaced Contract Workers" to extend protections for displaced contract workers to airport service employees and parking workers employed through service contracts or subcontracts to perform work within the City of Philadelphia.

SECTION 1. Chapter 9-2300 of the Philadelphia Code is hereby amended to read as follows:

TITLE 9. REGULATION OF BUSINESSES, TRADES AND PROFESSIONS.

\* \* \*

CHAPTER 9-2300. PROTECTION OF DISPLACED CONTRACT WORKERS.

§ 9-2301. Definitions.

The following definitions shall apply throughout this Chapter.

(1) Awarding authority means any person that awards or otherwise enters into [contracts] *contracts, including subcontracts, for any of the following services performed within the City of Philadelphia: (a) security; (b) janitorial services; (c) building maintenance; (d) food and beverage; (e) hotel service; [security, janitorial, building maintenance, food and beverage, hotel service, or] (f) health care [services,] services; (g) services by parking employees, as defined at subsection 9-4701(6); or (h) services by covered airport service employees as defined at subsection 17-107(1)(t)(.1).* [performed within the City of Philadelphia, including any subcontracts for these services.]

\* \* \*

(6) Service contract means a contract, lease, or concession [agreement] *agreement, including any subcontracts, let to a contractor by the awarding authority for the furnishing of subcontracts, for any of the following services performed within the City of Philadelphia: (a) security; (b) janitorial services; (c) building maintenance; (d) food and beverage; (e) hotel service; [security, janitorial, building maintenance, food and beverage, hotel service, or] (f) non-professional health care [services,] services; (g) services by parking employees, as defined at subsection 9-4701(6); or (h) services by covered airport service employees, as defined at subsection 17-107(1)(t)(.1).* [including any services to be performed by registered nurses.]

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§ 9-2304. Notice to Displaced Worker.

(1) English Language Notice.

DATE:

TO: (name of employee)

**IMPORTANT INFORMATION REGARDING YOUR EMPLOYMENT**

We have received information that you are employed by (name of predecessor contractor) and are currently performing work at (address of worksite). (Name of predecessor contractor) has lost its contract with the owners of (address of worksite) and will no longer be providing (security or janitorial or building maintenance or food and [beverage,] *beverage or* hotel [service] *or covered airport services or covered parking services* or health care) services as of (last day of predecessor contract).

We are (name of successor contractor) and have been hired by the owners of (address of worksite) to provide the same (security or janitorial or building maintenance or food and [beverage,] *beverage or* hotel [service,] *or covered airport services or covered parking services*, or health care) service. We are offering you a job with us for a 90 day probationary period starting (first day of successor contract) to perform the same type of work that you have already been doing for (name of predecessor contractor) under the following terms:

Payrate (per hour): \$ \_\_\_\_\_

Hours per shift: \_\_\_\_\_

Total Hours Per Week: \_\_\_\_\_

Benefits: \_\_\_\_\_

You must respond to this offer within the next ten days. If you want to continue working at (address of worksite) you must let us know by (mm/dd/yyyy - no later than 5 days prior to the expiration of the predecessor contract or 10 days after the date of this letter if the predecessor contract has already expired). If we do not receive your response by the end of business that day, we will not hire you and you will lose your job. We can be reached at (successor contractor phone number).

The Protection of Displaced Contract Workers Ordinance, Chapter 9-2300 of The Philadelphia Code gives you the following rights:

1. You have the right, with certain exceptions, to be hired by our company for the first 90 days that we begin to provide services at (address of worksite).
2. During this 90 day period, you cannot be fired without just cause.
3. If you believe that you have been fired or laid off in violation of this Ordinance, you have the right to sue us and be awarded back pay, attorneys fees and court costs.

FROM: (Name of successor contractor)

(Address of successor contractor)

(Telephone # of successor contractor)

(2) Spanish Language Notice.

FECHA:

PARA: (nombre del trabajador)

### INFORMACION IMPORTANTE SOBRE SU EMPLEO

Hemos recibido información que usted está empleado por (nombre de la Compañía anterior) y que actualmente está trabajando en (dirección del lugar de empleo). (Nombre de la compañía anterior) ha terminado el término de su contrato con los dueños de (dirección del lugar de empleo) y no proveerá más (servicios de seguridad o de limpieza o mantenimiento de edificio o de comida y bebida [,] o *servicios de estacionamiento o de servicios de aeropuerto*, servicios a hoteles o servicios de salud) servicios desde el (el último día de contrato de la compañía anterior).

Somos (nombre de la nueva compañía en contrato) y hemos sido contratados por los dueños de (dirección del lugar de trabajo) para proveer el mismo (seguridad o de limpieza o mantenimiento de edificio o de comida y bebida [,] o *servicios de estacionamiento o de servicios de aeropuerto*, servicio de hoteles o servicios de salud) servicio. Le estamos ofreciendo un empleo con nosotros con 90 días de período probatorio comenzando el (primer día de contrato de la compañía nueva) desempeñando el mismo tipo de trabajo que ha estado haciendo para (nombre de la compañía anterior) bajo los siguientes términos:

Salario (por hora): \$ \_\_\_\_\_

Horas por días: \_\_\_\_\_

Total de horas por semana: \_\_\_\_\_

Beneficios: \_\_\_\_\_

Usted deberá de contestar nuestra oferta entre los próximos diez días. Si usted quiere continuar trabajando en (dirección del lugar de trabajo) deberá de dejarnos saber no más tardar del (mes/día/año) - a no más tardar de 5 días antes de la expiración del contrato de la compañía anterior o 10 días después de haber recibido esta carta si el contrato de la compañía anterior ya está expirado). Si no recibimos su contestación ese día al terminar el día laboral no le contrataremos y usted perderá su empleo. Puede comunicarse con nosotros (numero telefónico de la compañía nueva).

La Ordenanza de Protección para Trabajadores Desempleados bajo Contrato, Capítulo 9-2300 del Código de Filadelfia le da los siguientes derechos:

1. Usted tiene el derecho, con ciertas excepciones, de ser contratado por nuestra compañía por los primeros 90 días en que comencemos a dar servicios en (dirección del lugar de empleo).
2. Durante este período de 90 días usted no puede ser despedido sin causa justificada.
3. Si usted cree que ha sido despedido o le han dado de baja en violación a esta Ordenanza usted tiene el derecho de demandarnos y recibir su salario, honorarios de abogado y costo de corte.

DE: (Nombre de la Compañía nueva bajo contrato)

(Dirección de la Compañía nueva bajo contrato)

(Teléfono # de la Compañía nueva bajo contrato)

SECTION 2. Effective Date. This Ordinance shall take effect immediately upon final approval.