

1 5. "CLEANING EMPLOYEE" SHALL MEAN ANY EMPLOYEE PRIMARILY ENGAGED IN
2 ACTIVITIES INVOLVING CLEANING IN A COMMERCIAL CONTEXT AT A COMMERCIAL OR
3 RESIDENTIAL SETTING INCLUDING, BUT NOT LIMITED TO, JANITORS, MAIDS,
4 HOUSEKEEPING CLEANERS AND BUILDING CLEANERS.

5 S 172. ADVANCED NOTICE REQUIREMENTS. 1. ON OR BEFORE THE FIRST DAY OF
6 EMPLOYMENT OF A RETAIL EMPLOYEE, FOOD SERVICE EMPLOYEE OR CLEANING
7 EMPLOYEE, THE EMPLOYER OR ITS DESIGNEE SHALL INFORM SUCH EMPLOYEE IN
8 WRITING OF THE EMPLOYEE'S WORK SCHEDULE AND THE MINIMUM NUMBER OF HOURS
9 THE EMPLOYEE WILL BE ASSIGNED ON A MONTHLY BASIS.

10 2. ON OR BEFORE THE FOURTEENTH DAY AFTER THE EFFECTIVE DATE OF THIS
11 SECTION AND EVERY FOURTEEN DAYS THEREAFTER, EACH EMPLOYER OR ITS DESIG-
12 NEE SHALL PROVIDE EACH EMPLOYEE WITH THE DAYS THAT THE EMPLOYEE HAS BEEN
13 ASSIGNED TO WORK AND THE HOURS OF WORK ON THOSE DAYS IN WRITING. SCHED-
14 ULING NOTICES SHALL ADDITIONALLY BE POSTED IN A CONSPICUOUS PLACE IN
15 EVERY WORKPLACE OF THE EMPLOYER AND MAY BE REQUESTED BY ELECTRONIC
16 MEANS.

17 3. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY DURING ANY PERIOD
18 WHERE REGULAR OPERATIONS OF THE EMPLOYER ARE SUSPENDED AS A RESULT OF
19 EVENTS BEYOND THE EMPLOYER'S CONTROL.

20 S 173. EXCHANGE OF SHIFTS. ANY EMPLOYEES WHO WORK FOR THE SAME EMPLOY-
21 ER IN THE SAME OR SUBSTANTIALLY SIMILAR LINE OF WORK MAY MUTUALLY AGREE
22 TO EXCHANGE WORK SCHEDULES BETWEEN THE TWO EMPLOYEES. FOR ANY CHANGE OF
23 SCHEDULE AS A RESULT OF THIS SECTION, THE EMPLOYER SHALL NOT BE REQUIRED
24 TO PROVIDE ANY NOTICE TO ANY OTHER EMPLOYEES PURSUANT TO SECTION ONE
25 HUNDRED SEVENTY-TWO OF THIS TITLE.

26 S 174. PROHIBITED ACTS. IT SHALL BE UNLAWFUL FOR ANY EMPLOYER TO:

27 1. INTERFERE WITH, RESTRAIN OR DENY THE EXERCISE OF, OR ATTEMPT TO
28 EXERCISE ANY RIGHTS PROVIDED TO AN EMPLOYEE BY THE PROVISIONS OF THIS
29 TITLE;

30 2. DISCHARGE, THREATEN TO DISCHARGE, DEMOTE, SUSPEND, REDUCE WORK
31 HOURS OF OR TAKE ANY OTHER ADVERSE EMPLOYMENT ACTION AGAINST ANY EMPLOY-
32 EE WHO EXERCISES OR ATTEMPTS TO EXERCISE ANY RIGHTS PROVIDED BY THIS
33 TITLE; OR

34 3. DISCHARGE OR DISCRIMINATE IN ANY OTHER MANNER AGAINST AN INDIVIDUAL
35 BECAUSE SUCH INDIVIDUAL HAS FILED ANY CHARGE, INSTITUTED ANY PROCEEDING,
36 PROVIDED ANY INFORMATION IN CONNECTION WITH AN INVESTIGATION, OR TESTI-
37 FIED OR IS ABOUT TO TESTIFY IN ANY PROCEEDING AS A RESULT OF THE
38 PROVISIONS OF THIS TITLE.

39 S 175. EXCEPTIONS. NOTHING IN THIS TITLE SHALL BE CONSTRUED AS PROHIB-
40 ITING OR CONFLICTING WITH ANY PROVISION OF LAW, OBLIGATION OR COLLECTIVE
41 BARGAINING AGREEMENT THAT IMPOSES INCREASED LEVELS OF PROTECTIONS FOR
42 EMPLOYEES.

43 S 176. ENFORCEMENT. FOR EACH VIOLATION OF THIS TITLE BY AN EMPLOYER,
44 THE DEPARTMENT MAY ASSESS A CIVIL PENALTY NOT TO EXCEED FIFTY DOLLARS.

45 S 2. Severability. If any clause, sentence, paragraph, section, or
46 part of this act shall be adjudged by any court of competent jurisdic-
47 tion to be invalid, this judgment shall not affect, impair, or invali-
48 date the remainder thereof, but shall be confined in its operation to
49 the clause, sentence, paragraph, section, or part of this act directly
50 involved in the controversy in which the judgment shall have been
51 rendered.

52 S 3. This act shall take effect on the ninetieth day after it shall
53 have become a law.