

CITY OF NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

-----X
DEPARTMENT OF CONSUMER AFFAIRS,

Complainant,

– against –

Dong Fang Employment Agency, Inc.
1-3 Eldridge Street
Store 3C
New York, NY 10002

Respondent.
-----X

CONSENT ORDER

Violation Number: PL 005282667

1. Respondent acknowledges that the New York City Department of Consumer Affairs (the “Department”) duly served Respondent with a Notice of Hearing on August 16 2011 (“NOH”) citing Respondent for operating as an employment agency without a license in violation of the New York State General Business Law Section 170, *et seq.* (the “Employment Agency Law”), and New York City Administrative Code (“Code”) Section 20-101, *et seq.* (the “License Enforcement Law”), Code Section 20-700, *et seq.* (the “Consumer Protection Law”), and Title 6 of the Rules of the City of New York (“Rules”).
2. Dong Fang Employment Agency, Inc. (“Respondent”) consents to this final Consent Order (the “CO”) to settle the above violation.
3. Yan Wen, as President of Respondent, represents and certifies that she is duly authorized to settle this violation and to enter into this CO with the Department on behalf of Respondent.
4. This CO shall apply to Respondent and any directors, officers, employees, agents, assignees, successors, or other business entities, whose acts, practices, or policies are directed, formulated, or controlled by Respondent. For the purposes of this CO, “employee” means any person employed for hire or permitted to work by Respondent including, but not limited to, any person who manages or oversees the work of another, any person whose main activity is the selling of goods or services for Respondent, and any person whose earnings are based in whole or in part on work performed for Respondent.
5. Respondent acknowledges that it is operating as an employment agency as defined by Section 171 of the GBL and Section 5-249 of the Rules.
6. Respondent acknowledges that Respondent’s unlicensed operation of an employment agency is in violation of the Employment Agency Law, the License Enforcement Law, the Consumer Protection Law and the Rules.

A. Definitions

7. “Job applicant” means a person seeking employment.
8. “Advertisement” or “advertisements” mean all promotional materials, statements, visual descriptions, or other representations of any kind disseminated in print, orally, or electronically by or on behalf of Respondent to consumers including, but not limited to, mailings, flyers, hand-outs, brochures, business cards, classified ads, in-store and window signage, print advertisements, television advertisements, internet advertisements, and radio advertisements.
9. “Clear and conspicuous” and “clearly and conspicuously” means that the postings, signs, disclosures, statements, representations, or terms are so presented as to be visible, easily readable, readily apparent, and understood by the audience to whom it is addressed. Factors to be considered for this purpose include, but are not limited to, location of the postings, signs, and disclosures, clarity of language used, relative type size, font, color contrast used, location within an advertisement or other documents, and proximity to the statement or representation to which it applies.

B. Injunctive Relief

10. Respondent shall immediately cease all unlicensed activity. Accordingly, Respondent shall cease all employment agency activity including, but not limited to, purporting to procure employment for applicants, advertising as an employment agency, providing information or services that result in employment for an applicant (as defined in Section 171 of the GBL and Section 5-249 of the Rules) representing to employers that it is an employment agency until Respondent receives an employment agency license from the Department.
11. If Respondent elects to continue its business as an employment agency, Respondent shall submit to the Department a complete application for an employment agency license, including proof of having obtained a surety bond or third-party bond as required by Section 177 of the GBL, within 30 days of the date of execution of this CO.
12. If Respondent elects to continue its business as an employment agency, Respondent shall comply with sections C – L, below, as well as all applicable laws and regulations, including the Employment Agency Law, the License Enforcement Law, the Consumer Protection Law and the Rules. Respondent acknowledges that all of the applicable laws and regulations are not fully detailed in this CO.
13. This CO does not resolve any consumer complaints against Respondent that are filed with, or otherwise brought to, the attention of the Department and does not waive the Department’s right to seek relief on behalf of aggrieved Consumers.

C. Documents Generally

14. Respondent shall provide all documents and forms to job applicants including, but not limited to, applications, contracts and receipts, in English and in every language in which Respondent advertises or conducts business with consumers in any way, whether by telephone, email, text message, social media, or in person.

15. Respondent shall clearly and conspicuously include the license number assigned by the Department on any advertisement, letterhead, receipt, contract, or other printed matter. Such license number must be clearly identified as a New York City Department of Consumer Affairs license number in compliance with Section 1-05 of the Rules.

D. Contracts

16. Respondent shall provide every job applicant with the Department's Model Contract, attached hereto as Exhibit "A."¹

E. Fees and Refunds

17. Respondent can charge a job applicant a fee only for job placement. Except as described in Section 185 of the GBL, Respondent shall not charge a job applicant a fee for any other goods or services including, but not limited to: (i) referring or promising to refer a job applicant to interviews or meetings with employers or prospective employers; (ii) training job applicants; or (iii) photographing job applicants.

18. Respondent shall not charge a job applicant a registration or application fee.

19. Respondent shall not charge a job applicant a fee higher than the maximum fee permitted in Section 185 of the GBL.

20. Respondent shall not collect an advance fee or deposit from any job applicant except for job applicants who seek work as domestic workers, household employees, manual workers, agricultural workers, non-professional skilled or trained industrial workers, mechanics, or other Class A or Class A1 workers, as defined in Section 185 of the GBL.

21. Respondent shall make any refund required under Section 186 of the GBL to a job applicant within seven (7) days after a job applicant requests a refund, regardless of whether the job applicant requests the refund orally or in writing. Refunds shall be issued in cases of excessive fees, failure of a job applicant to report to accepted employment, termination of employment without the employee's fault, and termination under all other circumstances, as set forth in Section 186 of the GBL.

22. Respondent shall maintain on its premises a register (log book), in the English language, of all fees, deposits and other money charged and/or collected. Each entry in the register shall include all of the following:

¹ Also available at: http://www.nyc.gov/html/dca/downloads/pdf/ea_model_contract_english.pdf and http://www.nyc.gov/html/dca/downloads/pdf/ea_model_contract_spanish.pdf.

- a. the name and address of every job applicant;
- b. the date and amount of money charged;
- c. the date and amount of money paid;
- d. the name of the person making the payment;
- e. the purpose of the payment;
- f. the date the job applicant started work, if any;
- g. the date, amount, and reason the job applicant requested a full or partial refund, if any; and
- h. the date, amount, and reason Respondent refunded money to the job applicant, if any.

F. Job Orders

23. Respondent shall maintain on its premises a register, in the English language, (in the same log book or separate from the fee register log book, described above in section E) that includes all of the following:

- a. the name and address of every employer who pays a fee;
- b. the name and address of every employer to whom an applicant paying a fee is referred;
- c. the date each employer requested or assented to the furnishing of applicants;
- d. the kind of positions for which applicants are requested;
- e. the names of the applicants paying a fee who were sent to the employer, including a designation of the applicant hired;
- f. the amount of the fee charged; and
- g. the rate of wages or compensation agreed upon.

G. Receipts

24. Whenever Respondent receives any deposit, fee or other money from a job applicant, Respondent immediately shall provide the job applicant a written receipt that complies with Section 181 of the GBL, and is substantially similar to the Department's "Model Receipt," attached hereto as Exhibit "B."² The receipt shall:

- a. have the word "Receipt" written clearly and conspicuously at the top;
- b. state the name of the applicant;
- c. state the name and address of the employment agency;
- d. state the date and amount of the fee;
- e. state the reason for the fee;
- f. include the DCA license number;
- g. contain a written confirmation that any and all fees that the employment agency requires job applicants to pay are consistent with the law; and

² Also available at: http://www.nyc.gov/html/dca/downloads/pdf/ea_receipt_english.pdf and http://www.nyc.gov/html/dca/downloads/pdf/ea_receipt_spanish.pdf.

- h. include the signature, printed name, and title of the person receiving the deposit, fee, or other charge on behalf of the employment agency.

H. Signs

25. Respondent shall display conspicuously in the main room (*i.e.*, the reception or waiting area) of its place of business, a poster provided by the Department (the “DCA poster”) containing Sections 178, 181, 185 and 186 of the GBL. Respondent shall obtain the poster from the Department’s Licensing Center located at 42 Broadway, 5th Floor, New York, NY 10004.

26. Respondent shall display conspicuously in the main room of its place of business the License provided by the Department, as required by Section 1-03 of the Rules.

27. Respondent shall display conspicuously in the main room of its place of business a “complaint sign,” as required by Section 1-03 of the Rules.

I. Advertisements

28. Respondent shall not publish, or cause to be published, any false, fraudulent or misleading information, representation, promise, notice, or advertisement.

J. Statement of Employee Rights Regarding Employment Agencies

29. Before any discussion with job applicants seeking employment as domestic or household workers, Respondent shall give to the job applicants a readable copy of the Department’s “Domestic or Household Employees: Statement of Employee Rights and Employer Responsibilities,” which is attached hereto as Exhibit “C.”³

K. Compliance and Training

30. Respondent shall maintain a record of all employees including their name, address, phone number, employment responsibilities, and employment start date.

31. Respondent shall train all new employees on the requirements of this CO, and all applicable laws and regulations (*i.e.*, the License Enforcement Law, the Employment Agency Law, the Code and the Rules), within two (2) days of an employee’s start date. Respondent shall distribute materials to employees that include, at a minimum, this CO.

32. Respondent shall notify the Department within ten (10) days of receipt of any (i) complaints filed against you by consumers in any forum, including state and federal courts, the Better Business Bureau, the Office of the Attorney General of the State of New York, the New York State Division of Human Rights, the New York City Commission on Human

³ Also available at: http://www.nyc.gov/html/dca/downloads/pdf/employmentagency_english.pdf and http://www.nyc.gov/html/dca/downloads/pdf/employmentagency_spanish.pdf.

Rights, the New York State Workers' Compensation Board, the New York State Department of Labor, the Equal Employment Opportunity Commission, or any other agency or association, and (ii) actions, proceedings or investigations by any government agency against you; (iii) results of any actions, proceedings or investigations against you that resulted in the revocation or suspension of a license, the imposition of fines or restitution, a voluntary settlement, a court order, a criminal guilty plea, or conviction.

33. Respondent shall in good faith make all reasonable efforts to resolve any consumer complaints filed with the Department within twenty (20) days of receipt of a complaint. In all instances, Respondent shall respond in writing to the Department regarding a consumer complaint within twenty (20) days of receipt of any complaint as required by Section 1-13 of the Rules.

34. Respondent shall maintain for inspection by the Department files of all consumer complaints it receives from any state or local agency, including the Department, in a manner that is organized and readily accessible.

35. Within 10 days of licensing, Respondent shall provide the Department with copies of documents required by this CO including, but not limited to, the contracts, receipts, registers, job orders, and evidence of proper signage, as described above in Sections C through H.

36. Nothing in this CO shall lessen or abrogate requirements under the Licensing Law or Rules with regard to production or maintenance of records.

L. Identity Theft and Privacy

37. Respondent shall dispose of records containing personal identifying information such as social security numbers, driver's license numbers, non-driver identification card numbers, mother's maiden name, financial services account numbers or codes, savings account numbers or codes, checking account numbers or codes, debit card numbers or codes, automated teller machine numbers or codes, electronic serial numbers, and/or personal identification numbers by:

- a. Shredding the records before disposal;
- b. Destroying the personal identifying information contained in the record; or
- c. Modifying the record to make the personal identifying information unreadable.

38. Respondent shall shorten (truncate) the account information on electronically printed credit and debit card receipts given to job applicants. Respondent shall not include more than the last five digits of the credit card number and shall delete the card's expiration date.

39. Nothing in this CO shall be construed as waiving or abrogating Respondent's responsibilities under federal, state or local law concerning record-keeping or record maintenance.

M. Fines and Other Penalties

40. Respondent agrees to pay a fine in the amount of \$375.00.
41. Respondent agrees to waive any further right to a hearing or appeal on the above-referenced citation under Section 20-104 of the Code or under Article 78 of the New York State Civil Practice Law and Rules, Sections 7801-7806.
42. If at any time Respondent engages in any unlicensed activity, fails to maintain its license for the duration of its business practice, or files a license application (including an application for renewal) that is denied, the Department shall be entitled to: (i) seal Respondent's business premises; (ii) impose fines of up to one hundred dollars (\$100.00) per day for each day of unlicensed activity or \$10,000.00, whichever is more; and (iii) remove, seal, or make inoperable any items or goods sold, offered for sale, available for public use, or utilized in the operation of the unlicensed activity.
43. In the event Respondent is found to be operating without a license at any time after the execution of this CO, Respondent agrees that there shall be a presumption of continuous unlicensed activity from the date alleged in the underlying NOH charging the above referenced violation. Respondent also shall be liable for the maximum penalties allowable by law.
44. Respondent acknowledges that any breach of this CO by Respondent or its agents shall, upon issuance of a new violation and hearing thereon: (i) be deemed grounds for suspension or revocation of Respondent's license; (ii) be assessed at the maximum penalties allowed by law; (iii) be deemed a separate, knowing violation of the Consumer Protection Law subject to the maximum penalties defined therein; (iv) be deemed proof that any person with an equity interest of ten (10) percent or more, or with significant managerial responsibility for the operation of Respondent's business, is not possessed of the integrity, honesty, and fair dealing required to hold a license issued by the Department; and (v) require payment by Respondent of all costs and expenses associated with the Department's investigation and prosecution of the new violation.
45. Upon the termination of a license by revocation, expiration, denial, or surrender, Respondent shall immediately cease employment agency activities.
46. The acceptance of this CO by the Department shall not be deemed approval of any of Respondent's business practices, and Respondent shall make no representation to the contrary.

[THIS SPACE INTENTIONALLY LEFT BLANK]

47. This matter will be considered settled upon execution of this CO and payment of the settlement sum as set forth above.

Accepted for Respondent
Yan Wen by:

YAN HONG WEN
Print Name
President
Title
Yan-hong Wen
Signature
9/27/11
Date
09/27/11

Accepted for Jonathan Mintz,
Commissioner of Consumer Affairs
for the City of New York by:

[REDACTED]
Print Name
Staff Attorney
Title
[REDACTED]
Signature
9/27/11
Date

Businesses licensed by the Department of Consumer Affairs (DCA) must comply with all relevant local, state and federal laws. Copies of New York City licensing and consumer protection laws are available in person at DCA's Licensing Center, located at 42 Broadway, 5th Floor, New York, NY, by calling 311, New York City's 24 hour Citizen Service Hotline, or by going online at www.nyc.gov/consumers. License application requirements for employment agencies are available at <http://www.nyc.gov/html/dca/html/licenses/034.shtml>

Exhibit A

Contract

Employment Agency Information

Name of Employment Agency _____

Telephone Number _____ License Number _____

Name of Agency Staff or Salesperson _____

Address _____

Job Applicant Information

Name of Job Applicant _____

Telephone Number _____

Address _____

Type of Work and Fees (Check only one and complete section.)

Agency can only charge a fee for job placement. This means the Agency can only charge you a fee after it gets you a job. Agency CANNOT charge a fee for:

- setting up interviews
- trainings
- reviewing resumes
- any services besides placing Applicant in a job
- photographs

Domestic/household work and unskilled/untrained manual work

(Classes A, A*, A**, A*** depending on whether Agency recruited Applicant in another state or country)

- Agency can charge a deposit or advance fee (unless Applicant is recruited from Hawaii, Alaska, another country).
- By law, Agency must refund the deposit or advance fee if Applicant is not placed in a job.
- If Applicant is placed in a job, advance fees or deposits must be credited to the Applicant's fee.
- Was an advance fee or deposit paid? Yes _____ No _____
- If Yes, amount of fee: \$ _____

Trained or skilled industrial workers or mechanics (non-professional) (Class A1)

Agency may charge a deposit or advance fee.

- Agency can charge a deposit or advance fee (unless Applicant is recruited from Hawaii, Alaska, another country).
- By law, Agency must refund the deposit or advance fee if Applicant is not placed in a job.
- If Applicant is placed in a job, advance fees or deposits must be credited to the Applicant's fee.
- Was an advance fee or deposit paid? Yes _____ No _____
- If Yes, amount of fee: \$ _____

Theatrical (e.g., actors, singers, models) (Class C)

By law, Agency cannot charge any deposit or advance fee.

Nursing (Class D)

By law, Agency cannot charge any deposit or advance fee.

All other work, including commercial, clerical, executive, administrative and professional employment and employment outside the continental United States (Class B)

By law, Agency cannot charge any deposit or advance fee.

Fees

Fee for Job Placement

(See attached Sections 185 and 186 for maximum fees Agency can charge by law.)

- Check here if the fee will be paid by the employer.
- Flat Placement Fee Total Amount: \$ _____
- Percent of Salary: _____ % of _____ Months or Weeks (circle one)

Fee Payment Schedule

The fee shall be paid:

- in ten equal weekly installments payable at the end of each of the first ten weeks.
- in five equal installments payable at the end of each of the first five pay periods.
- other _____

Note: By law, Agency cannot require Applicant to pay the fee any faster. Any other payment plan must give Applicant MORE time to pay.

Important Terms and Requirements

RECEIPTS: Agency will provide Applicant with a separate, written receipt for every deposit, fee or other charge collected by it, advance or otherwise.

FEE AMOUNTS: The maximum fees that Agency can charge are limited by law depending on the job. Agency shall not charge fees inconsistent with Sections 185 and 185-a of the General Business Law. See attached fee schedule for more information.

REFUND OF FEES: Agency must RETURN IN FULL all fees, deposits or other payments within seven (7) days of Applicant's request for a refund if Agency has not placed Applicant in a job. If Applicant has been placed in a job, refund amounts shall be consistent with Section 186 of the General Business Law (attached).

FEE WHEN APPLICANT FAILS TO APPEAR FOR WORK OR IS TERMINATED: Agency shall not charge any fees inconsistent with Section 185 of the General Business Law in the event that the Applicant fails to report to work or is terminated, regardless of the circumstances.

STATEMENT OF APPLICANT'S RIGHTS: Agency will provide a Household or Domestic Applicant with a "Statement of Employee Rights."

LEGITIMATE EMPLOYMENT: Agency will only send Applicant to legitimate job listings obtained from the employer that reflect current job openings. Agency will contact the employer and verify the availability of the job before referring Applicant.

WORK CONDITIONS: Agency will provide the following information prior to placement: (1) the hours per week the job applicant is expected to work; (2) whether the job applicant will be paid on a weekly, bi-weekly, or monthly basis; and (3) whether there are any health and/or safety risks involved and what steps may be taken to prevent or control those risks.

NOTICE TO JOB APPLICANT -- READ BEFORE SIGNING

Do not sign this contract before you have read it or if any spaces are left blank. The employment agency must give you a signed copy of this contract at the time you sign it.

IMPORTANT: It is against the law for the employment agency to charge a registration or application fee. The agency can only collect a deposit if you are applying for certain types of jobs. YOU ARE ENTITLED TO A REFUND. IF A REFUND IS NOT MADE WITHIN SEVEN (7) DAYS OR YOU HAVE A COMPLAINT OR NEED MORE INFORMATION, CALL 3-1-1.

Applicant's Signature

Date

Employment Agency Representative's Signature

Date

**EMPLOYMENT AGENCY
LAW**

§ 185. FEES

1. CIRCUMSTANCES PERMITTING FEE. An employment agency shall not charge or accept a fee or other consideration unless in accordance with the terms of a written contract with a job applicant, except for class "A" and "A-1" employment, and except after such agency has been responsible for referring such job applicant to an employer or such employer to a job applicant and where as a result thereof such job applicant has been employed by such employer. The maximum fees provided for herein for all types of placements or employment may be charged to the job applicant and a similar fee may be charged to the employer provided, however, that with regard to placements in class "B" employment, a fee of up to one and one-half times the fee charged to the job applicant may be charged to the employer. By agreement with an employment agency, the employer may voluntarily assume payment of the job applicant's fee. The fees charged to employers by any licensed person conducting an employment agency for rendering services in connection with, or for providing employment in classes "A", "A-1" and "B", as hereinafter defined in subdivision four of this section where the applicant is not charged a fee shall be determined by agreement between the employer and the employment agency. No fee shall be charged or accepted for the registration of applicants for employees or employment.

2. SIZE OF FEE; PAYMENT SCHEDULE. The gross fee charged to the job applicant and the gross fee charged to the employer each shall not exceed the amounts enumerated in the schedules set forth in this section, for any single

employment or engagement, except as hereinabove provided; and such fees shall be subject to the provisions of section one hundred eighty-six of this article. Except as otherwise provided herein, an employment agency shall not require an applicant while employed in the continental United States, and paid weekly to pay any fee at a rate greater than in ten equal weekly installments each of which shall be payable at the end of each of the first ten weeks of employment, or if paid less frequently, in five equal installments, each of which shall be payable at the end of the first five pay periods following his employment, or within a period of ten weeks, whichever period is longer. An employer's fee shall be due and payable at the time the applicant begins employment, unless otherwise determined by agreement between the employer and the agency.

3. DEPOSITS, ADVANCE FEES. Notwithstanding any other provisions of this section, an employment agency may not require a deposit or advance fee from any applicant except an applicant for class "A" or class "A1" employment, and only to the extent of the maximum fees hereinafter provided. Such deposit or advance fee shall be offset against any fee charged or accepted when such employment is obtained. Any excess above the lawful fee shall be returned without demand therefor, immediately after the employment agency has been notified that such employment has been obtained; and all of such deposit or advance fee shall be returned immediately upon demand therefor, if at the time of the demand such employment has not been obtained.

4. TYPES OF EMPLOYMENT. For the purpose of placing a ceiling over the fees charged by persons conducting employment agencies, types of employment shall be classified as follows:

CLASS "A"--domestics, household employees, unskilled or untrained manual workers

and laborers, including agricultural workers;

(See § 184 for requirements concerning out-of-state domestic workers.)

CLASS "A1"--non-professional trained or skilled industrial workers or mechanics;

CLASS "B"--commercial, clerical, executive, administrative and professional employment, all employment outside the continental United States, and all other employment not included in classes "A", "A1", "C" and "D";

CLASS "C"--theatrical engagements;

CLASS "D"--nursing engagements as defined in article one hundred thirty-nine of the education law.

5. FEE CEILING: For a placement in class "A" employment the gross fee, including the deposit if any, shall not exceed, in percentage of the first full month's salary or wages, the following:

- Where no meals or lodging are provided 10%
- Where one meal per working day is provided 12%
- Where two meals per working day are provided 14%
- Where three meals and lodging per working day are provided 18%

Where all parties to the employment agreement understand or agree at the time the employment is entered into that it shall be for a period shorter than one month, the gross fee shall not exceed ten per cent, twelve per cent, fourteen per cent or eighteen per cent respectively of the salary or wages actually paid.

6. FEE CEILING: For a placement in Class "A1" employment the gross fee shall not exceed one week's wages where all parties to the employment agreement understand or agree at the time the employment is entered into that it shall be for a period for ten weeks or more. Where all parties

to the employment contract agree and understand at the time the employment contract is entered into that it shall be for a period shorter than ten weeks, the gross fee shall not exceed ten per cent of the wages or salary actually received.

7. FEE CEILING: For a placement in Class "B" employment the gross fee shall not exceed, in percentage of the first full month's salary or wages, the following:

Where such first full month's salary or wages is

- Less than \$ 750 25%
- At least \$ 750 but less than \$ 950 35%
- At least \$ 950 but less than \$ 1150 40%
- At least \$ 1150 but less than \$ 1350 45%
- At least \$ 1350 but less than \$ 1500 50%
- At least \$ 1500 but less than \$ 1650 55%
- At least \$ 1650 or more . 60%

Provided however, that where the placement is for employment in which the applicant will be paid on a straight commission basis or on the basis of a drawing account plus commissions, the gross fee shall be based on percentages in the above schedule applied to an amount equivalent to one-twelfth of the estimated first year's earnings, as estimated by the employer.

Where all parties to the employment contract agree and understand at the time the employment contract is entered into that it shall be for a period shorter than four months the gross fee shall not exceed fifty percent of the fee prescribed in the schedule in this subdivision or ten percent of the wages or salary actually received, whichever is less.

8. FEE CEILING: For a placement in class "C" employment the gross

fee shall not exceed, for a single engagement, ten per cent of the compensation payable to the applicant, except that for employment or engagements for orchestras and for employment or engagements in the opera and concert fields such fees shall not exceed twenty per cent of the compensation.

9. FEE CEILING: For a placement in class "D" employment the gross fee shall not exceed, for a single engagement, the following:

(1) FOR PRIVATE NURSING DUTY, five per cent of the salary or wages received each week through the first ten weeks of that engagement only, and such fee shall be due and payable at the end of each such week:

(2) FOR ANY OTHER NURSING DUTY, the amount of the first week's salary or wages unless the first year's computed salary or wages to be derived for at least one year's employment is twenty-five hundred dollars or more, in which event the gross fee shall not exceed, in percentage of such salary or wages, the following:

Where such first year's salary or wages is

- At least \$ 2500 but less than \$ 3000 2 1/2%
- At least \$ 3000 but less than \$ 3500 3%
- At least \$ 3500 but less than \$ 4000 3 1/2%
- At least \$ 4000 but less than \$ 4500 4%
- At least \$ 4500 but less than \$ 5000 4 1/2%
- \$5000 or more 5%

§ 186. RETURN OF FEES

1. EXCESSIVE FEE: Any employment agency which collects, receives or retains a fee or other payment contrary to or in excess of the provisions of this article, shall return the fee or the excess portion thereof within

seven days after receiving a demand therefor.

2. FAILURE TO REPORT: If a job applicant accepts employment and thereafter fails to report for work, the gross fee charged to such applicant shall not exceed twenty-five per cent of the maximum fee allowed by section one hundred eighty-five of this article, provided however, if the applicant remains with his same employer, the fee shall not exceed fifty per cent. If a job applicant accepts employment and fails to report for work, no fee shall be charged to the employer.

3. TERMINATION WITHOUT EMPLOYEE'S FAULT. If a job applicant accepts employment and reports for work, and thereafter such employment is terminated without fault of the employee, the gross fee charged to such employee and to the employer each shall not exceed ten percent of the salary or wages received by such employee, and in no event shall such fee exceed the maximum fee allowed by section one hundred eighty-five of this article. However, if such employee is a domestic or household employee recruited from a state outside of this state the fee of the employer shall not exceed thirty-three and one-third percent of the wages or salary actually earned.

4. TERMINATION UNDER ALL OTHER CIRCUMSTANCES: If a job applicant accepts employment and reports for work, and thereafter such employment is terminated under any other circumstances, the gross fee charged to such employee and the employer each shall not exceed fifty per cent of the salary or wages received by such employee, and in no event shall such fee exceed the maximum fee allowed by section one hundred eighty-five of this article.

For more information or to file a complaint, call 3-1-1 or visit us at www.nyc.gov/consumers

Contrato

Información de la Agencia de Empleo

Nombre de la Agencia de Empleo _____
Número de teléfono _____ Número de Licencia _____
Nombre del vendedor o representante de la Agencia _____
Dirección _____

Información del Solicitante de Trabajo

Nombre del Solicitante de trabajo _____
Número de teléfono _____
Dirección _____

Tipo de Trabajo y Honorarios (Marque un casillero solamente y complete la sección.)

La agencia solamente puede cobrar un honorario por la colocación en un empleo. Esto quiere decir que la Agencia solamente puede cobrarle un honorario después de que le encuentra un trabajo. La Agencia NO PUEDE cobrar un honorario por:

- concertar entrevistas
- revisar su currículum vitae
- fotografías
- capacitaciones
- cualquier servicio aparte de colocar al Solicitante en un empleo

Trabajo doméstico/de casa y obra de mano sin capacitación o habilidades

(Clases A, A*, A**, A*** dependiendo si la Agencia reclutó al Solicitante en otro estado o país)

- La Agencia puede cobrar un depósito o un honorario por adelantado (a menos que el Solicitante sea reclutado de Hawai, Alaska, otro país).
- Por ley, la Agencia debe reembolsar el depósito u honorario anticipado si al Solicitante no se le encuentra empleo.
- Si al Solicitante se le coloca en un empleo, el depósito u honorario adelantado debe abonarse al honorario del Solicitante.
- ¿Se pagó un depósito u honorario por adelantado? Sí _____ No _____
- Si respondió sí, monto del honorario: \$ _____

Mecánicos o trabajadores industriales con habilidades o capacitación (no profesional) (Clase A1)

La Agencia puede cobrar un depósito u honorario por adelantado.

- La Agencia puede cobrar un depósito o un honorario por adelantado (a menos que el Solicitante sea reclutado de Hawai, Alaska, otro país).
- Por ley, la Agencia debe reembolsar el depósito u honorario anticipado si al Solicitante no se le encuentra empleo.
- Si al Solicitante se lo coloca en un empleo, el depósito u honorario adelantado debe abonarse al honorario del Solicitante.
- ¿Se pagó un depósito u honorario por adelantado? Sí _____ No _____
- Si respondió sí, monto del honorario: \$ _____

Teatrales (es decir, actores, cantantes, modelos) (Clase C)

Por ley, la Agencia no puede cobrar ningún depósito u honorario por adelantado.

Enfermería (Clase D)

Por ley, la Agencia no puede cobrar ningún depósito u honorario por adelantado.

Todos los otros tipos de trabajos, incluyendo comercial, secretarial, ejecutivo, administrativo y profesional y empleos fuera de Estados Unidos continental (Clase B)

Por ley, la Agencia no puede cobrar ningún depósito u honorario por adelantado.

Honorarios

Honorarios por Colocación en un Empleo

(Ver las Secciones 185 y 186 adjuntas para los honorarios máximos que, por ley, puede cobrar la Agencia.)

- Marque aquí si el honorario va a ser pagado por el empleador.
- Honorario fijo de colocación Monto total: \$ _____
- Porcentaje del salario: _____% de _____ meses o semanas (marque uno con un círculo)

Plan de Pago de Honorarios

El honorario deberá pagarse:

- en diez cuotas semanales iguales, pagaderas a fines de cada una de las primeras diez semanas.
- en cinco cuotas iguales, pagaderas al final de cada uno de los primeros cinco periodos de pago.
- otro _____

Nota: Por ley, la Agencia no puede pedirle al Solicitante que pague las cuotas más rápido. Cualquier otro plan de pago debe darle al Solicitante MÁS tiempo para pagar.

Condiciones y Requisitos Importantes

RECIBOS: La Agencia le proveerá al Solicitante un recibo impreso, individual, por cada depósito, honorario u otro cargo que recaude ésta, ya sea por adelantado o no.

MONTOS DE LOS HONORARIOS: Los montos máximos que la Agencia puede cobrar están limitados por ley, dependiendo del trabajo. La Agencia no deberá cobrar ningún honorario que no esté en cumplimiento con las Secciones 185 y 185-a de la Ley Comercial General. Ver el plan de honorarios adjunto para más información.

REEMBOLSO DE HONORARIOS: La Agencia debe REEMBOLSAR EL MONTO TOTAL de todos los honorarios, depósitos u otros pagos dentro de siete (7) días de recibir la petición de devolución del Solicitante si la Agencia no le ha encontrado un trabajo al Solicitante. Si al Solicitante se le ha colocado en un trabajo, los montos de reembolso deberán estar de acuerdo con la Sección 186 de la Ley Comercial General (adjunto).

HONORARIOS CUANDO EL SOLICITANTE NO SE PRESENTA AL TRABAJO O ES DESPEDIDO: La Agencia no deberá cobrar ningún honorario que no esté de acuerdo con la Sección 185 de la Ley Comercial General en el caso que el Solicitante no se presente al trabajo o sea despedido, sin importar las circunstancias.

DECLARACIÓN SOBRE LOS DERECHOS DEL SOLICITANTE: La Agencia deberá proveerle a un Solicitante de Trabajo doméstico o de casa una "Declaración de los Derechos del Empleado".

EMPLEO LEGÍTIMO: La Agencia solamente deberá enviar al Solicitante a los listados de oferta de trabajo legítimos de un empleador que reflejen los trabajos que están actualmente disponibles. La Agencia deberá contactarse con el empleado y verificar la disponibilidad del trabajo antes de enviar al Solicitante.

CONDICIONES DE TRABAJO: La Agencia deberá entregar la siguiente información antes de la colocación: las horas por semana que deberá trabajar el Solicitante; (2) si al solicitante se le va a pagar en forma semanal, cada dos semanas o mensualmente; y (3) si conlleva riesgos para la salud y/o seguridad y qué medidas se pueden tomar para evitar o controlar esos riesgos.

AVISO AL SOLICITANTE DE TRABAJO – LEA ESTO ANTES DE FIRMAR

No firme este contrato antes de leerlo o si algún espacio se deja sin llenar. La agencia de empleo debe darle una copia firmada de este contrato al momento en que usted lo firma.

IMPORTANTE: Es ilegal que una agencia de empleo cobre un honorario por la solicitud o el registro. La agencia solamente puede cobrar un depósito si usted está solicitando ciertos tipos de empleo. USTED TIENE DERECHO A UN REEMBOLSO. SI NO SE HACE EL REEMBOLSO DENTRO DE SIETE (7) DÍAS, TIENE UNA QUEJA O NECESITA MÁS INFORMACIÓN, LLAME AL 3-1-1.

Firma del Solicitante

Fecha

Firma del Representante de la Agencia de Empleo

Fecha

**EMPLOYMENT AGENCY
LAW**

§ 185. FEES

1. CIRCUMSTANCES PERMITTING FEE. An employment agency shall not charge or accept a fee or other consideration unless in accordance with the terms of a written contract with a job applicant, except for class "A" and "A-1" employment, and except after such agency has been responsible for referring such job applicant to an employer or such employer to a job applicant and where as a result thereof such job applicant has been employed by such employer. The maximum fees provided for herein for all types of placements or employment may be charged to the job applicant and a similar fee may be charged to the employer provided, however, that with regard to placements in class "B" employment, a fee of up to one and one-half times the fee charged to the job applicant may be charged to the employer. By agreement with an employment agency, the employer may voluntarily assume payment of the job applicant's fee. The fees charged to employers by any licensed person conducting an employment agency for rendering services in connection with, or for providing employment in classes "A", "A-1" and "B", as hereinafter defined in subdivision four of this section where the applicant is not charged a fee shall be determined by agreement between the employer and the employment agency. No fee shall be charged or accepted for the registration of applicants for employees or employment.

2. SIZE OF FEE; PAYMENT SCHEDULE. The gross fee charged to the job applicant and the gross fee charged to the employer each shall not exceed the amounts enumerated in the schedules set forth in this section, for any single

employment or engagement, except as hereinabove provided; and such fees shall be subject to the provisions of section one hundred eighty-six of this article. Except as otherwise provided herein, an employment agency shall not require an applicant while employed in the continental United States, and paid weekly to pay any fee at a rate greater than in ten equal weekly installments each of which shall be payable at the end of each of the first ten weeks of employment, or if paid less frequently, in five equal installments, each of which shall be payable at the end of the first five pay periods following his employment, or within a period of ten weeks, whichever period is longer. An employer's fee shall be due and payable at the time the applicant begins employment, unless otherwise determined by agreement between the employer and the agency.

3. DEPOSITS, ADVANCE FEES. Notwithstanding any other provisions of this section, an employment agency may not require a deposit or advance fee from any applicant except an applicant for class "A" or class "A1" employment, and only to the extent of the maximum fees hereinafter provided. Such deposit or advance fee shall be offset against any fee charged or accepted when such employment is obtained. Any excess above the lawful fee shall be returned without demand therefor, immediately after the employment agency has been notified that such employment has been obtained; and all of such deposit or advance fee shall be returned immediately upon demand therefor, if at the time of the demand such employment has not been obtained.

4. TYPES OF EMPLOYMENT. For the purpose of placing a ceiling over the fees charged by persons conducting employment agencies, types of employment shall be classified as follows:

CLASS "A"--domestics, household employees, unskilled or untrained manual workers

and laborers, including agricultural workers;

(See § 184 for requirements concerning out-of-state domestic workers.)

CLASS "A1"--non-professional trained or skilled industrial workers or mechanics;

CLASS "B"--commercial, clerical, executive, administrative and professional employment, all employment outside the continental United States, and all other employment not included in classes "A", "A1", "C" and "D";

CLASS "C"--theatrical engagements;

CLASS "D"--nursing engagements as defined in article one hundred thirty-nine of the education law.

5. FEE CEILING: For a placement in class "A" employment the gross fee, including the deposit if any, shall not exceed, in percentage of the first full month's salary or wages, the following:

- Where no meals or lodging are provided 10%
- Where one meal per working day is provided 12%
- Where two meals per working day are provided 14%
- Where three meals and lodging per working day are provided 18%

Where all parties to the employment agreement understand or agree at the time the employment is entered into that it shall be for a period shorter than one month, the gross fee shall not exceed ten per cent, twelve per cent, fourteen per cent or eighteen per cent respectively of the salary or wages actually paid.

6. FEE CEILING: For a placement in Class "A1" employment the gross fee shall not exceed one week's wages where all parties to the employment agreement understand or agree at the time the employment is entered into that it shall be for a period for ten weeks or more. Where all parties

to the employment contract agree and understand at the time the employment contract is entered into that it shall be for a period shorter than ten weeks, the gross fee shall not exceed ten per cent of the wages or salary actually received.

7. FEE CEILING: For a placement in Class "B" employment the gross fee shall not exceed, in percentage of the first full month's salary or wages, the following:

Where such first full month's salary or wages is

- Less than \$ 750 25%
- At least \$ 750 but less than \$ 950 35%
- At least \$ 950 but less than \$ 1150 40%
- At least \$ 1150 but less than \$ 1350 45%
- At least \$ 1350 but less than \$ 1500 50%
- At least \$ 1500 but less than \$ 1650 55%
- At least \$ 1650 or more . 60%

Provided however, that where the placement is for employment in which the applicant will be paid on a straight commission basis or on the basis of a drawing account plus commissions, the gross fee shall be based on percentages in the above schedule applied to an amount equivalent to one-twelfth of the estimated first year's earnings, as estimated by the employer.

Where all parties to the employment contract agree and understand at the time the employment contract is entered into that it shall be for a period shorter than four months the gross fee shall not exceed fifty percent of the fee prescribed in the schedule in this subdivision or ten percent of the wages or salary actually received, whichever is less.

8. FEE CEILING: For a placement in class "C" employment the gross

fee shall not exceed, for a single engagement, ten per cent of the compensation payable to the applicant, except that for employment or engagements for orchestras and for employment or engagements in the opera and concert fields such fees shall not exceed twenty per cent of the compensation.

9. FEE CEILING: For a placement in class "D" employment the gross fee shall not exceed, for a single engagement, the following:

(1) FOR PRIVATE NURSING DUTY, five per cent of the salary or wages received each week through the first ten weeks of that engagement only, and such fee shall be due and payable at the end of each such week:

(2) FOR ANY OTHER NURSING DUTY, the amount of the first week's salary or wages unless the first year's computed salary or wages to be derived for at least one year's employment is twenty-five hundred dollars or more, in which event the gross fee shall not exceed, in percentage of such salary or wages, the following:

Where such first year's salary or wages is

- At least \$ 2500 but less than \$ 3000 2 1/2%
- At least \$ 3000 but less than \$ 3500 3%
- At least \$ 3500 but less than \$ 4000 3 1/2%
- At least \$ 4000 but less than \$ 4500 4%
- At least \$ 4500 but less than \$ 5000 4 1/2%
- \$5000 or more 5%

§ 186. RETURN OF FEES

1. EXCESSIVE FEE: Any employment agency which collects, receives or retains a fee or other payment contrary to or in excess of the provisions of this article, shall return the fee or the excess portion thereof within

seven days after receiving a demand therefor.

2. FAILURE TO REPORT: If a job applicant accepts employment and thereafter fails to report for work, the gross fee charged to such applicant shall not exceed twenty-five per cent of the maximum fee allowed by section one hundred eighty-five of this article, provided however, if the applicant remains with his same employer, the fee shall not exceed fifty per cent. If a job applicant accepts employment and fails to report for work, no fee shall be charged to the employer.

3. TERMINATION WITHOUT EMPLOYEE'S FAULT. If a job applicant accepts employment and reports for work, and thereafter such employment is terminated without fault of the employee, the gross fee charged to such employee and to the employer each shall not exceed ten percent of the salary or wages received by such employee, and in no event shall such fee exceed the maximum fee allowed by section one hundred eighty-five of this article. However, if such employee is a domestic or household employee recruited from a state outside of this state the fee of the employer shall not exceed thirty-three and one-third percent of the wages or salary actually earned.

4. TERMINATION UNDER ALL OTHER CIRCUMSTANCES: If a job applicant accepts employment and reports for work, and thereafter such employment is terminated under any other circumstances, the gross fee charged to such employee and the employer each shall not exceed fifty per cent of the salary or wages received by such employee, and in no event shall such fee exceed the maximum fee allowed by section one hundred eighty-five of this article.

For more information or to file a complaint, call 3-1-1 or visit us at www.nyc.gov/consumers

Exhibit B

Receipt

| Employment Agency Information (to be completed by Employment Agency) | | |
|---|---------|-------------------|
| Name of Employment Agency _____ | | |
| Telephone Number _____ License Number _____ | | |
| Name of Agency Staff or Salesperson _____ | | |
| Address _____ _____ | | |
| Name of Applicant: | | Date: |
| Name of Employer (if known): | | |
| Address of Employer: | | Telephone: |
| E-mail Address, if available: | | |
| Job Title: | Salary: | Employment Class: |
| Amount of Fee: | | |
| Purpose of Fee: | | |
| <p>It is against the law for the employment agency to charge a registration or application fee. The agency can only collect a deposit if you are applying for certain types of jobs. YOU ARE ENTITLED TO A REFUND. IF A REFUND IS NOT MADE WITHIN SEVEN (7) DAYS OR YOU HAVE A COMPLAINT OR NEED MORE INFORMATION, CALL 3-1-1.</p> | | |

Applicant's Signature

Date

I confirm that any and all fees the Employment Agency requires Applicant to pay are consistent with the law.

Employment Agency Representative's Signature

Date

Recibo

| Información de la Agencia de Empleo (a ser completada por la Agencia de Empleo) | | |
|---|----------|------------------|
| Nombre de la Agencia de Empleo _____ | | |
| Número de teléfono _____ Número de Licencia _____ | | |
| Nombre del vendedor o representante de la Agencia _____ | | |
| Dirección _____ _____ | | |
| Nombre del Solicitante: | | Fecha: |
| Nombre del Empleado (si se sabe): | | |
| Dirección del Empleador: | | Teléfono: |
| Correo electrónico, si se tiene disponible: | | |
| Cargo: | Salario: | Clase de Empleo: |
| Monto del honorario: | | |
| Propósito del honorario: | | |
| Es ilegal que una agencia de empleo cobre un honorario por la solicitud o el registro. La agencia solamente puede cobrar un depósito si usted está solicitando ciertos tipos de empleo. USTED TIENE DERECHO A UN REEMBOLSO. SI NO SE HACE EL REEMBOLSO DENTRO DE SIETE (7) DÍAS, TIENE UNA QUEJA O NECESITA MÁS INFORMACIÓN, LLAME AL 3-1-1. | | |

Firma del Solicitante

Fecha

Ratifico que todos y cualquier honorario que la Agencia de Empleo le pida pagar al Solicitante son conforme a la ley.

Firma del Representante de la Agencia de Empleo

Fecha

Exhibit C



**Department of
Consumer Affairs**

Domestic or Household Employees: Statement of Employee Rights and Employer Responsibilities

This handout describes some of the basic rights of domestic or household employees and some responsibilities that their employers must fulfill. Please note that this document does not list every employee right or employer responsibility covered by state and federal law. For more information about a specific right or responsibility, you should contact the relevant state or federal agency listed below.

Minimum Wage: All employees are entitled to be paid at least the minimum wage of \$7.25 per hour.

Overtime: Employees who work overtime are entitled to be paid at one and one-half times the regular rate of pay. Household employees who live outside the worksite are entitled to this overtime rate after working 40 hours per week. Employees who live at the worksite are entitled to this overtime rate after working 44 hours per week.

Timely Payment: Employees must be paid their full salary on a weekly basis, and within seven calendar days of the concluding workweek. Employers must also provide a statement that shows the employee's gross wages, deductions and net wages.

Time Off: Employees are entitled to at least one day off (24 consecutive hours) every week.

Meals and Lodging: There are minimum standards for meals and lodging which, in part, provide that employees who work a six-hour shift are entitled to a meal break of at least 30 minutes during the course of the shift.

Notice: Employers must notify employees at the time of hiring of the rate of pay and regular payday. Additionally, employers must notify employees in writing of the employer's policy on sick leave, vacation, personal leave, holidays and hours of work. Employers must also notify employees in writing of the date of termination from employment and the date of cancellation of employee benefits, not more than five working days after the date of termination from employment.

Record Keeping: Employers must maintain accurate records for three years, showing the hours worked, the rate of pay, the deductions taken from wages and the name, address and date of birth of every employee.

Social Security: Social Security and Medicare taxes must be paid for all employees earning more than \$1,400 annually. Employees must pay half of the amount due, or 7.65% of the gross wages, which is to be deducted from wages earned. Additionally, employers must pay half of the amount due, or 7.65% of the gross wages, which is to be paid from the employer's own funds. Employers must obtain an employer i.d. number from the Social Security Administration and must keep an accurate accounting of tax deductions.

Income Taxes: Employers are not required to withhold income taxes from an employee's wages unless the employee asks the employer to do so in writing and both parties agree.

Workers' Compensation: Employers must buy workers' compensation coverage for employees who work more than 40 hours per week. Workers' Compensation provides compensation for injuries or death that occur during the course of employment. Employers cannot deduct the cost of these payments from the employee's salary.

Disability Insurance: Employees who suffer an injury or become sick or pregnant outside of the workplace qualify for disability payments up to 50% of the employee's average weekly salary. Employers are required to purchase this insurance coverage and cannot deduct the cost of these payments from the employee's salary.

Unemployment Insurance: Employees who earn more than \$500 in a quarter of a calendar year are covered by unemployment insurance if they lose their jobs. Employers must make quarterly unemployment insurance payments following a formula set by the New York State Department of Taxation and Finance. Employers cannot deduct the cost of these payments from the employee's salary.

No Retaliation: Employers are prohibited from retaliating against employees who assert their rights under state and federal law.

If you have questions about these rights or responsibilities and how they apply to you, contact the following government agencies:

U.S. Department of Labor: 212-264-8185

U.S. Social Security Administration: 212-264-2500

Internal Revenue Service: 1-800-829-1040

New York State Department of Labor: 1-888-52-LABOR (1-888-525-2267)

New York State Workers' Compensation Board: 718-802-6933

If you have additional questions for the Department of Consumer Affairs, call 3-1-1 (or 212-New-York outside New York City).



**Department of
Consumer Affairs**

Empleados domésticos: Declaración de derechos del empleado y responsabilidades del empleador

Este folleto describe algunos de los derechos básicos de los empleados domésticos y algunas de las responsabilidades con las que sus empleadores deben cumplir. Tenga en cuenta que este documento no incluye todos los derechos de los empleados ni las responsabilidades de los empleadores recogidos en la ley estatal y federal. Para obtener más información sobre algún derecho o responsabilidad específico, comuníquese con la agencia estatal o federal correspondiente indicada abajo.

Sueldo mínimo: Todos los empleados tienen derecho a que se les pague por lo menos el sueldo mínimo—\$7.25 la hora.

Horas extras: Los empleados que trabajan horas extras tienen derecho a que esas horas adicionales se les paguen una vez y media el pago regular. Los empleados domésticos que viven fuera del sitio de trabajo tienen derecho a ese pago de horas extras después de trabajar 40 horas a la semana. Los empleados que viven en el sitio de trabajo tienen derecho a ese pago de horas extras después de trabajar 44 horas a la semana.

Pago en tiempo: A los empleados se les debe pagar su sueldo completo semanalmente y dentro de los siete días calendarios inmediatos una vez concluida la semana de trabajo. Los empleadores tienen, además, que proporcionar un estado de pago que muestre el sueldo bruto, las deducciones y el sueldo neto.

Tiempo de descanso: Los empleados tienen derecho a disfrutar por lo menos un día (24 horas consecutivas) de descanso cada semana.

Comidas y alojamiento: Hay normas mínimas para comidas y alojamiento que en parte establecen que aquellos empleados que trabajan en un turno de seis horas tienen derecho a un receso para comer de por lo menos 30 minutos durante el turno.

Notificación: Los empleadores tienen que notificar a los empleados en el momento de contratación el pago que se le pagará y el día de pago habitual. Además, los empleadores tienen que notificar a los empleados por escrito su política en cuanto a licencias por enfermedad, vacaciones, licencias por asuntos personales, días feriados y horas de trabajo. Los empleadores tienen también que notificar a los empleados por escrito la fecha de terminación del empleo y la fecha de cancelación de los beneficios del empleado no más de cinco días laborales después de la fecha de terminación del empleo.

Registros: Los empleadores deben mantener registros exactos por tres años que muestren las horas trabajadas, el pago, las deducciones hechas a los sueldos y el nombre, dirección y fecha de nacimiento de cada empleado.

Seguro Social: Los impuestos correspondientes al Seguro Social y Medicare deben pagarse para todos los empleados que ganen más de \$1,400 al año. Los empleados deben pagar la mitad del monto debido o 7.65 % de sueldo bruto, que será deducido del sueldo ganado. Además, los empleadores deben pagar la otra mitad debido o 7.65 % del sueldo bruto, que será pagado de los propios fondos del empleador. Los empleadores deben obtener un número de identificación del empleador que lo da la Administración del Seguro Social y deben mantener una contabilidad exacta de las deducciones de impuestos hechas.

Impuestos sobre la renta: Los empleadores no son requeridos a retener impuestos sobre la renta del sueldo de un empleado, salvo que el empleado le pida al empleador por escrito que lo haga y ambas partes estén de acuerdo en hacerlo.

Indemnización a trabajadores: Los empleadores tienen que comprar un seguro de indemnización a trabajadores para aquellos empleados que trabajan más de 40 horas a la semana. Esta indemnización a trabajadores compensa las lesiones o muerte que ocurran durante el curso del empleo. Los empleadores no pueden deducir el costo de esos pagos del sueldo del empleado.

Seguro por discapacidad: Los empleados que sufren una lesión, se enferman o salen embarazadas fuera del lugar de trabajo califican para recibir pagos por discapacidad de hasta el 50% de su sueldo semanal promedio. A los empleadores se les exige comprar esta cobertura de seguro y no pueden deducir el costo de esos pagos del sueldo del empleado.

Seguro de desempleo: Los empleados que ganan más de \$500 en un trimestre de un año calendario están cubiertos por un seguro de desempleo si pierden el trabajo. Los empleadores tienen que hacer pagos trimestrales al seguro de desempleo siguiendo la fórmula establecida por el Departamento de Impuestos y Finanzas del Estado de Nueva York. Los empleadores no pueden deducir el costo de esos pagos del sueldo del empleado.

Prohibición de represalias: Está prohibido que los empleadores tomen represalias contra aquellos empleados que hagan valer sus derechos bajo la ley estatal y federal.

Si tiene alguna pregunta sobre estos derechos o responsabilidades y cómo éstos se aplican a usted, comuníquese con las siguientes agencias gubernamentales:

Departamento del Trabajo de EE. UU. 212-264-8185

Administración de Seguridad Social de EE. UU 212-264-2500

Servicio de Impuestos sobre la Renta 800-829-1040

Departamento del Trabajo del Estado de Nueva York 888-525-2267

Junta de Indemnización a Trabajadores del Estado de Nueva York 718-802-6933

Si tiene preguntas, llama a 3-1-1.