CITY OF NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

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DEPARTMENT OF CONSUMER AFFAIRS,

Complainant,

– against –

KALLIAKOS, GEORGE d/b/a COSTAS AGENCY
3210 30TH AVE
ASTORIA, NY 11102-1562

Respondent.

----------X

CONSENT ORDER

Violation Number: 05349551
License Number: 0858306

1. The New York City Department of Consumer Affairs (the "Department" or "DCA") served Kalliakos, George d/b/a Costas Agency ("Respondent") with the above Notice of Hearing ("NOH") charging Respondent with violating the New York State General Business Law ("GBL") Section 170 *et seq.* ("Employment Agency Law"), 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/or Title 6 of the Rules of the City of New York (the "Rules").

2. Respondent consents to this Consent Order ("CO") to settle the charges in the NOH.

3. This CO supersedes all prior settlement agreements that Respondent entered into with the Department.

4. GEORGE KALLIAKOS, as OWNER of Respondent is authorized to settle this violation and to enter into this CO on behalf of Respondent.

5. This CO applies to Respondent and its officers.

**DEFINITIONS**

6. "Job applicant" or "applicant" means a consumer seeking employment services.

7. "Advertisement" means all promotional materials, statements, visual descriptions, or other representations of any kind 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, radio

advertisements, text messaging and social media.

8. "Conspicuous" and "conspicuously" mean that the statement, signage, or term (collectively, the "disclosure") is made in a manner that is readily apparent and understandable by an ordinary person from any distance from which a consumer is able to view the main message of the disclosure. Considerations relevant to whether a disclosure is conspicuous include, but are not limited to, relative type size, font, color contrast, and location of disclosure.

## INJUNCTIVE RELIEF

9. Respondent must comply with this CO, and all applicable laws and rules related to employment agencies operating in New York City, including the Employment Agency Law, the License Enforcement Law, and the Consumer Protection Law and the Rules.

10. Respondent will review the "Inspection Checklist: Employment Agencies," available on the Department's website at http://www.nyc.gov/BusinessToolbox.

11. Respondent must comply with the requirements of the Earned Sick Time Act (Paid Sick Leave Law) as set forth in Code Section 20-911 *et seq*.

### A. Signs

12. Respondent must display conspicuously in its reception or waiting area the "Job Hunter's Bill of Rights" once it becomes available on the Department's website at: http://www.nyc.gov/BusinessToolbox.

13. Respondent will conspicuously display the "New York Employment Agencies Law" poster available at the Department's Licensing Center located at 42 Broadway, 1st Floor, New York, NY 10004 and on the Department's website at: http://www.nyc.gov/BusinessToolbox.

### B. Fees

14. Respondent will not charge job applicants: a registration fee, an application fee, or a fee for arranging a job interview. Respondent may only charge a job applicant a fee if the applicant is placed in a job by Respondent.

15. Respondent will not require job applicants to pay for any additional service or product, including but not limited to:
    a. resume assistance;
    b. certification courses or trainings of any kind;
    c. uniforms, photographs, or products of any kind; and/or
    d. publications, advertisings, or website listings.

16. If Respondent places or attempts to place applicants in jobs that require training, certifications, licenses, etc. (e.g., security guard jobs), Respondent may not charge applicants a fee for referring them to a particular instructor or school.

17. Respondent will not tell job applicants, orally or in writing, that they are not entitled to a refund. Respondent cannot make any of the following statements to job applicants, orally or in writing:
    a. "No Refunds,"
    b. the fee is "good for two referrals only," and/or
    c. "No Refunds after thirty days."

**C. Discriminatory Practices**

18. Respondent must comply fully with the requirements of Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e *et seq.*; the New York State Human Rights Law, New York Executive Law Section 290 *et seq.*; the New York City Human Rights Law, Code Section 8-101 *et seq.*; and Section 5-248 of the Rules.

19. Respondent will not discriminate when referring applicants for jobs on the basis of the applicant's age, race, creed, color, national origin, gender, gender identity, disability, marital status, partnership status, sexual orientation, alienage or citizenship status ("Protected Categories"). Discrimination includes, but is not limited to: asking applicants questions about any of the Protected Categories; asking employers about their preferences for applicants based on the Protected Categories; or expressing in advertising or on a website a preference for applicants based on any of the Protected Categories.

20. Respondent will not base its decision to refer or place a job applicant on the applicant's current or past unemployment history.

D. **Minimum Wage**

21. Respondent will not refer any job applicant to an employer that pays less than the current minimum wage. Information regarding current state and federal minimum wage is available at the New York State Department of Labor and United States Department of Labor's websites: www.labor.ny.gov and www.dol.gov.

22. In addition to refusing the employer's request, Respondent will record the name of the employer in its register and report the name of the employer to the Department by mail to: Department of Consumer Affairs, Regulatory Compliance Division, 9th floor, New York, NY 10004 or by email to: regcmplea@dca.nyc.gov.

23. Respondent will record in its applicant and employer register the following information for each applicant:
    a. hourly pay rate, including tip information, if any;

b. hours of work per day; and
c. hours of work per week.

**E. Job Orders**

24. Prior to referring a job applicant to an employer, Respondent will confirm with the employer that the job is still available.

25. Respondent will record in each job order received from an employer the following information for each position:
    a. hourly pay rate, including tip information, if any;
    b. hours of work per day; and
    c. hours of work per week.

**F. Advertising**

26. Respondent will not advertise that it can "guarantee" jobs or placement.

27. Respondent will not advertise that there is "no fee" for applicants, unless it is an employer fee paid employment agency, as defined in Section 191 of the GBL.

**G. Documents**

28. Respondent will provide all documents and forms to job applicants in English and in every language in which Respondent advertises or conducts business with consumers.

1. Application Forms

29. If Respondent provides application forms, Respondent's application form must include:
    a. the word "Application" clearly and conspicuously at the top;
    b. the job applicant's first and last name;
    c. the job applicant's mailing address, telephone number, and email address;
    d. the position the job applicant is seeking; and
    e. the fee(s) or deposit paid by job applicant.

30. Respondent must clearly and conspicuously state at the top of the application form or above the signature line, in fourteen (14) point bold, easily read font:

> NOTICE TO JOB APPLICANT --- READ BEFORE SIGNING
> This Application Form is a separate document from a Contract. This Application Form may not serve as a substitute for a Contract. The law requires employment agencies to give you a Contract.
>
> It is **against the law** for the Employment Agency to:

- ask you questions about your age, race, creed, color, national origin, gender, disability, marital status, partnership status, sexual orientation, or alienage or citizenship status;
- charge you a registration or application fee, or
- refer you to jobs that pay less than the minimum wage as set by New York State and federal law.

YOU ARE ENTITLED TO A REFUND. IF A REFUND IS NOT MADE WITHIN SEVEN (7) DAYS AFTER A DEMAND OR IF YOU HAVE A COMPLAINT ABOUT THIS EMPLOYMENT AGENCY OR NEED MORE INFORMATION, CALL 3-1-1 OR VISIT www.nyc.gov/consumers.

2. Contracts

31. Respondent will provide every job applicant with the Department's Model Contract, as updated, attached as Exhibit A and available on the Department's website at: http://www.nyc.gov/BusinessToolbox. Respondent must complete all fields and leave no spaces blank in every contract provided to job applicants.

3. Receipts

32. Respondent will provide every job applicant who pays a fee with the Department's Model Receipt, as updated, attached as Exhibit B and available on the Department's website at http://www.nyc.gov/BusinessToolbox. Respondent must complete all fields and leave no spaces blank in every receipt provided to applicants.

4. Register and Refund Log

33. Respondent will record in the Department's Model Register and Refund Log information about every applicant who pays a fee, regardless of whether the applicant is placed in a job, and every employer to whom applicants are referred. The Model Register and Refund Log is attached as Exhibit C and available on the Department's website at: http://www.nyc.gov/BusinessToolbox.

34. Respondent must record in the Department's Model Register and Refund Log every instance when an applicant requests a refund or Respondent provides a refund.

5. Statement of Employee Rights and Employer Responsibilities

35. Respondent will provide every job applicant seeking employment as a domestic or household employee the Department's Statement of Employee Rights and Employer Responsibilities ("Statement of Employee Rights") Form, as updated, attached as Exhibit D and made available on the Department's website at: http://www.nyc.gov/BusinessToolbox.

6. Statement of Job Conditions

36. Respondent will provide every job applicant seeking employment as a domestic or household employee with the Department's approved Statement of Job Conditions (Job Description Form), as updated, attached as Exhibit E and available on the Department's website at: http://www.nyc.gov/BusinessToolbox.

## COMPLIANCE AND TRAINING

37. Within 60 days of the date of this CO, Respondent will send to the Department, copies of the following records covering a 30 consecutive day period beginning on the first full month, after executing this CO:

    a. applicant and employer register and refund log; and
    b. contracts executed with every applicant.

38. Respondent will send the records by mail to: the Department of Consumer Affairs, Regulatory Compliance Division, 42 Broadway, 9th Floor, New York, NY 10004, or by email to: regcmplea@dca.nyc.gov.

39. If the Department conducts an employment agency training in the future, Respondent's owner or an employee with management responsibility must attend the training.

40. Respondent will train its staff on the requirements of this CO, and all applicable laws and rules related to employment agencies operating in New York City, within two (2) days of signing this CO or the new employee's start date.

41. Respondent will notify the Department within ten (10) days of any pending action, proceeding, or investigation by a government agency against Respondent. Respondent will send the notification by mail to: Department of Consumer Affairs, Regulatory Compliance Division, 42 Broadway, 9th floor, New York, NY 10004, or by email to: regcmplea@dca.nyc.gov.

42. Respondent must make all documents that Respondent is required to maintain by this CO and applicable laws, including but not limited to, registers, job orders, records or logs, available for inspection at the Department's offices or at Respondent's place of business upon demand, in the form requested by the Department. All documents, registers, records, or logs maintained by Respondent must be maintained on Respondent's premises for three years, except job orders shall be maintained for one year from the date received.

43. In response to any Department issued subpoena *duces tecum*, request for information, or investigation, Respondent must provide truthful and complete responses and documents.

44. Respondent will not provide false answers or information on any document or form submitted to the Department, including but not limited to the "Employment Agency Self-Certification: Compliance with Employment Agency Laws."

## PENALTY

### A. Fines

45. Respondent will pay a fine of $750 to the Department when it signs this CO Payment may be made by bank check, certified check or money order.

## CONSEQUENCES OF BREACH

46. If, after notice and a hearing, Respondent is found to have breached any provision of this CO, Respondent will be ordered to pay a penalty of $500. This penalty will be in addition to the fine ordered for Respondent's violation of a particular law or rule.

47. If Respondent fails to produce the documents and records required by paragraph 37, the Department may, without further notice to Respondent or a hearing, suspend Respondent's license until Respondent produces the records and documents.

48. A future violation of any provision of the Consumer Protection Law and Rules will be deemed a "knowing violation" subject to a penalty of $500.

## WAIVER OF APPEALS

49. Respondent waives 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.

## MISCELLANEOUS

50. This matter will be considered settled upon execution of this CO and payment of the fine and restitution, if applicable.

51. This CO only resolves the violations in the above referenced NOH. The Department may still seek relief for other injured consumers.

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Accepted for Respondent by:

G. KALLIAKOS
Print name

OWNER
Title

Signature

5-26-15
Date

Accepted for Julie Menin,
Commissioner of Consumer Affairs
for the City of New York by:

[redacted]
Print name

Staff Attorney
Title

[redacted]
Signature

5/26/2015
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, 1st 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 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

Department of Consumer Affairs

# 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 (a) 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; and (b) for class "C" employment: (i) after an agency has been responsible for referring an artist to an employer or such employer to an artist and where as a result thereof such artist has been employed by such employer; or (ii) after an agency represents an artist in the negotiation or renegotiation of an original or preexisting contract and where as a result thereof the artist enters into a negotiated or renegotiated employment contract. For class "C" employment pursuant to this paragraph, an employment agency shall provide an artist with a statement setting forth in a clear and concise manner that provisions of this section and section one hundred eighty-six of this article. 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, and except for class "C" employment, 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.

# Exhibit B

# Receipt

| **Employment Agency Information (to be completed by Employment Agency)** | | |
|---|---|---|
| Name of Employment Agency _____<br>Telephone Number _____ License Number _____<br>Name of Agency Staff or Salesperson _____<br>Address _____<br>_____ | | |
| Name of Applicant: | | Date: |
| Name of Employer (if known): | | |
| Address of Employer:<br><br>E-mail Address, if available: | | Telephone: |
| Job Title: | Salary: | Employment Class: |
| Amount of Fee: | | |
| Purpose of Fee: | | |
| **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

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

# Exhibit C

# Employment Agency Register and Refund Log

| EMPLOYER NAME, ADDRESS AND PHONE NUMBER | DATE OF REQUEST | POSITIONS AVAILABLE | HOURS PER DAY | HOURS PER WEEK | HOURLY OR WEEKLY RATE OF PAY | APPLICANT NAME, ADDRESS AND PHONE NUMBER | APPLICATION DATE | APPLICANT HIRED (Y/N) | START DATE | FEES | | | | REFUND LOG | | | | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | FEE PAID BY: (E)-EMPLOYER OR (A)-APPLICANT | FEE PAID | DATE PAID | REASON FOR APPLICANT FEE | DATE OF DEMAND | DATE REFUND PROVIDED | AMOUNT OF REFUND | REASON FOR REFUND | |
| ABC Employer<br>123 Job Street<br>Queens, NY<br>(718) 555-5555 | 1/1/14 | nanny | 9 hrs/ day | 40 hrs/ week | $17/hr | Susie Jones<br>123 Home Street<br>Queens, NY<br>(718) 111-1111 | 1/2/14 | N | n/a | A | $120 | 1/2/14 | Deposit for Job Placement Assistance | 1/8/14 | 1/8/14 | $120 | Not Placed | N/A |
| | | | | | | | | | | | | | | | | | | |
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Updated 2/18/2015

# Employment Agency Register and Refund Log

# Exhibit D

NYC 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 under New York City, New York State, and federal law. Please note that this document does not list every employee right or employer responsibility. For more information about a specific right or responsibility, you should contact the relevant agency listed on the back.

**Minimum Wage:** All employees are entitled to be paid at least the minimum wage of $8.75 per hour.

**Overtime:** Employees who work overtime are entitled to be paid at one and one-half times the regular rate of pay. An employee who does not live in the employer's home is entitled to this overtime rate after working 40 hours per week. An employee who lives in the employer's home is 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 of rest (24 consecutive hours) every week and at least three days of paid rest after one year of work for the same employer.

**Paid Sick Leave:** Employees who have worked for the same employer for at least one year and who work more than 80 hours a calendar year in New York City are entitled to two days of paid sick leave. Paid Sick Leave is in addition to the three days of paid rest required under New York State Labor Law.

**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. Employers must give employees the required Notice of Employee Rights created by the Department of Consumer Affairs (DCA). The notice outlines employees' minimum rights under New York City's Paid Sick Leave Law. 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 Benefits Insurance:** Employees who work at least 40 hours per week and are injured or become sick or pregnant outside of the workplace and miss more than seven days of work as a result are entitled to disability benefits.

**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 City, 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**
**New York City Department of Consumer Affairs: Call 311 (212-NEW-YORK outside NYC). Employees can also email PaidSickLeave@dca.nyc.gov with questions about New York City's Paid Sick Leave Law.**

# Exhibit E

# Domestic or Household Employees:
# Job Description Form (Statement of Job Conditions)

An Employment Agency must give a completed Job Description Form with all of the information below to every job applicant the Agency refers to a position as a Domestic or Household Employee.

Date _____/_____/_____ Amount of Fee $ _____

**Employment Agency Information**

Name of Employment Agency _____

Name of Agency Staff _____

Telephone Number _____ DCA License Number _____

Address _____

**Job Information**

Name of Employer _____

Telephone Number _____ Email Address _____

Address _____

Hourly Pay Rate $ _____
(minimum $8.75/hour)

Lodging: ☐ Live In ☐ Live Out

Employer will provide (check box that applies):

- ☐ No meals
- ☐ One meal per working day
- ☐ Two meals per working day
- ☐ Three meals per working day

Start Date _____/_____/_____

Employment Status (check all that apply):

- ☐ Part-time
- ☐ Full-time
- ☐ Temporary
- ☐ Permanent

_____ Hours/Day

Weekly Schedule (check all that apply):

- ☐ Monday
- ☐ Tuesday
- ☐ Wednesday
- ☐ Thursday
- ☐ Friday
- ☐ Saturday
- ☐ Sunday

Description of Duties _____

_____

_____

_____

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