



General Assembly

February Session, 2026

Raised Bill No. 358

LCO No. 2307



Referred to Committee on LABOR AND PUBLIC EMPLOYEES

Introduced by:
(LAB)

AN ACT CONCERNING THE RETENTION OF SERVICE CONTRACT WORKERS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Section 31-57g of the general statutes is repealed and the
2 following is substituted in lieu thereof (*Effective October 1, 2026*):

3 (a) (1) "Assisted living services agency" has the same meaning as
4 provided in section 19a-490.

5 [(a) (1)] (2) "Awarding authority" means any person, including a
6 contractor or subcontractor, that awards or otherwise enters into a
7 contract to perform (A) food and beverage services at Bradley
8 International Airport, and (B) on and after October 1, 2026, services at a
9 covered location. "Awarding authority" does not include the federal
10 government or the state.

11 [(2)] (3) "Contractor" means any person that enters into a service
12 contract with the awarding authority and any subcontractors to such
13 service contract at any tier who employs [ten] two or more persons.

14 (4) "Covered location" includes the following locations: (A)
15 Multifamily residential building or complex with fifty or more units, (B)
16 a commercial center or complex or office building occupying more than
17 seventy-five thousand square feet, (C) municipal office building or
18 facility, (D) electric company facility, (E) natural gas company facility,
19 (F) public or private elementary, middle or high school, (G) a cultural
20 center or complex, including a museum, convention center, arena or
21 performance hall, (H) shopping mall or bank branch, (I) industrial site,
22 (J) pharmaceutical lab, (K) airport or train station, (L) hospital, nursing
23 home facility or institution operated or managed by an assisted living
24 services agency, (M) a warehouse, distribution center or other facility in
25 which the primary purpose is the storage or distribution of general
26 merchandise, refrigerated goods or other products, and (N) college or
27 university campus.

28 [(3)] (5) "Employee" means any person engaged to perform food and
29 beverage services at Bradley International Airport pursuant to a service
30 contract, but does not include a person who is (A) a managerial,
31 supervisory or confidential employee, including any person who would
32 be so defined under the federal Fair Labor Standards Act, or (B)
33 employed for less than fifteen hours per week.

34 (6) "Hospital" has the same meaning as provided in section 19a-490.

35 (7) "Nursing home facility" has the same meaning as provided in
36 section 19a-490.

37 [(4)] (8) "Person" means any individual, proprietorship, partnership,
38 joint venture, corporation, limited liability company, trust association or
39 other entity that may employ or enter into other contracts, including the
40 state and its political subdivisions.

41 [(5)] (9) "Service contract" means a contract for the performance of (A)
42 food and beverage services by an employee at Bradley International
43 Airport, let by the awarding authority [(A)] (i) after July 1, 2001, and
44 before July 1, 2002, provided the successor contractor had actual

45 knowledge of the pendency in the General Assembly of proposed
46 legislation with content similar to this section, or ~~[(B)]~~ (ii) on or after July
47 1, 2002, or (B) services by a service worker at a covered location, let by
48 the awarding authority on or after October 1, 2026.

49 (10) (A) "Service worker" means a person engaged to perform the
50 following services pursuant to a service contract:

51 (i) Care or maintenance services at a covered location, including
52 services performed by a security guard, front-desk worker, janitor,
53 housekeeper, maintenance employee, concierge, door attendant,
54 building superintendent, grounds maintenance worker, stationary
55 fireman, elevator operator or window cleaner;

56 (ii) Passenger-related security services, cargo and ramp services, in-
57 terminal passenger and baggage handling and cleaning services at an
58 airport;

59 (iii) Food preparation or dietary services at a private or public
60 elementary, middle or high school, college or university campus,
61 hospital, nursing home facility or institution operated or managed by an
62 assisted living services agency; and

63 (iv) Health care services at a hospital, nursing home facility or
64 institution operated or managed by an assisted living services agency;
65 and

66 (B) "Service worker" does not include a (i) managerial, supervisory or
67 confidential employee, including any person who would be so defined
68 under the federal Fair Labor Standards Act, or (ii) person engaged to
69 perform services related to a project that requires a permit issued by a
70 municipality, including a building, mechanical, plumbing, structural or
71 electrical project.

72 ~~[(6)]~~ (11) "Successor service contract" means a service contract with
73 the awarding authority under which substantially the same services to

74 be performed have previously been rendered to the awarding authority
75 as part of the same program or at the same facility under another service
76 contract or have previously been rendered by the awarding authority's
77 own employees or service workers.

78 [(7)] (12) "Terminated contractor" means a contractor whose service
79 contract expires without renewal or whose contract is terminated, and
80 includes the awarding authority itself when work previously rendered
81 by the awarding authority's own employees or service workers is the
82 subject of a successor service contract.

83 (b) Each contractor and awarding authority that enters into a service
84 contract to be performed at Bradley International Airport or a covered
85 location shall be subject to the following obligations:

86 (1) The awarding authority shall, not later than fifteen days prior to
87 terminating any service contract, give advance notice to a contractor and
88 the exclusive bargaining representative of any of the contractor's
89 employees or service workers, of the termination or nonrenewal of such
90 service contract and shall provide the contractor and the exclusive
91 bargaining representative with the name, telephone number and
92 address of the successor contractor or contractors, if known. The
93 terminated contractor shall, not later than three days after receipt of
94 such notice, provide the successor contractor with the name, date of hire
95 and employment occupation classification of each person employed by
96 the terminated contractor at the site or sites covered by the service
97 contract as of the date the terminated contractor receives the notice of
98 termination or nonrenewal.

99 (2) On the date the service contract terminates, the terminated
100 contractor shall provide the successor contractor with updated
101 information concerning the name, date of hire and employment
102 occupation classification of each person employed by the terminated
103 contractor at the site or sites covered by the service contract, to ensure
104 that such information is current up to the actual date of service contract

105 termination.

106 (3) If the awarding authority fails to notify the terminated contractor
107 of the identity of the successor contractor, as required by subdivision (1)
108 of this subsection, the terminated contractor shall provide the
109 information described in subdivision (2) of this subsection to the
110 awarding authority not later than three days after receiving notice that
111 the service contract will be terminated. The awarding authority shall be
112 responsible for providing such information to the successor contractor
113 as soon as the successor contractor has been selected.

114 (4) (A) [Except as provided in subparagraph (D) of this subdivision,
115 a] A successor contractor shall retain, for at least ninety days from the
116 date of first performance of services under the successor service
117 contract, all of the employees or service workers who were continuously
118 employed by the terminated contractor at the site or sites covered by the
119 service contract during the six-month period immediately preceding the
120 termination or nonrenewal of such service contract, including any
121 periods of layoff or leave with recall rights.

122 (B) [Except as provided in subparagraph (D) of this subdivision, if] If
123 the successor service contract is terminated prior to the expiration of
124 such ninety-day period, then any contractor awarded a subsequent
125 successor service contract shall be bound by the requirements set forth
126 in this subsection to retain, for a new ninety-day period commencing
127 with the onset of the subsequent successor service contract, all of the
128 employees or service workers who were previously employed by any
129 one or more of the terminated contractors at the site or sites covered by
130 the service contract continuously during the six-month period
131 immediately preceding the date of the most recently terminated service
132 contract, including any periods of layoff or leave with recall rights.

133 (C) At least five days prior to the termination of a service contract, or
134 at least fifteen days prior to the commencement of the first performance
135 of service under a successor service contract, whichever is later, the

136 successor contractor shall hand-deliver a written offer of employment
137 in substantially the form set forth below to each such employee or
138 service worker in such employee's or service worker's native language
139 or any other language in which such employee or service worker is
140 fluent:

141 "IMPORTANT INFORMATION REGARDING YOUR
142 EMPLOYMENT

143 To:(Name of employee or service worker)

144 We have received information that you are employed by (name of
145 predecessor contractor) and are currently performing work at
146 (address of worksite) (name of predecessor contractor's) contract to
147 perform (describe services under contract) at (address of worksite)
148 will terminate as of (last day of predecessor contract) and it will no
149 longer be providing those services as of that date.

150 We are (name of successor contractor) and have been hired to
151 provide services similar to those of (name of predecessor contractor)
152 at (address of worksite). We are offering you a job with us for a
153 ninety-day probationary period starting (first day of successor
154 contract) to perform the same type of work that you have already been
155 doing for (name of predecessor contractor) under the following
156 terms:

157 Payrate (per hour): \$....

158 Hours per shift:

159 Total hours per week:

160 Benefits:

161 You must respond to this offer within the next ten days. If you want
162 to continue working at (address of worksite) you must let us know
163 by (no later than ten days after the date of this letter). If we do not

164 receive your response by the end of business that day, we will not hire
165 you and you will lose your job. We can be reached at (successor
166 contractor telephone number).

167 Connecticut state law gives you the following rights:

168 1. You have the right with certain exceptions, to be hired by our
169 company for the first ninety days that we begin to provide services at
170 (address of worksite).

171 2. During this ninety-day period, you cannot be fired without just
172 cause.

173 3. If you believe that you have been fired or laid off in violation of this
174 law, you have the right to sue us and be awarded back pay, attorneys'
175 fees and court costs.

176 From: (Name of successor contractor)

177 (Address of successor contractor)

178 (Telephone number of successor contractor)"

179 Each offer of employment shall state the time within which such
180 employee or service worker must accept such offer but in no case shall
181 that time be less than ten days from the date of the offer of employment.

182 [(D) The provisions of subparagraphs (A) and (B) of this subdivision
183 shall not be construed to require a successor contractor to retain any
184 employee whose attendance and performance records, while working
185 under the terminated service contract, would lead a reasonably prudent
186 employer to terminate the employee.]

187 (5) If at any time a successor contractor determines that fewer
188 employees or service workers are required to perform the successor
189 service contract than were required by the terminated contractor, the
190 successor contractor shall be required to retain such employees or

191 service workers by seniority within each job classification, based upon
192 the employees' total length of service at the affected site or sites.

193 (6) During such ninety-day period, the successor contractor shall
194 maintain a preferential hiring list of employees or service workers
195 eligible for retention pursuant to subdivision (4) of this subsection, who
196 were not initially retained by the successor contractor, from which the
197 successor contractor shall hire additional employees or service workers,
198 if necessary.

199 (7) Except as provided under subdivision (5) of this subsection,
200 during such ninety-day period, the successor contractor shall not
201 discharge without just cause an employee or service worker retained
202 pursuant to this section. For purposes of this subdivision, "just cause"
203 shall be determined solely by the performance or conduct of the
204 particular employee or service worker.

205 (8) If the performance of an employee or service worker retained
206 pursuant to this section is satisfactory during the ninety-day period, the
207 successor contractor shall offer the employee or service worker
208 continued employment under the terms and conditions established by
209 the successor contractor, or as required by law.

210 (c) (1) An employee or service worker displaced or terminated in
211 violation of this section, or such employee's or service worker's
212 collective bargaining representative, may [bring an action in Superior
213 Court against the awarding authority, the terminated contractor or the
214 successor contractor, jointly or severally, to recover damages for any
215 violation of the obligations imposed under this section] file a complaint
216 with the Labor Commissioner. Upon receipt of any such complaint, the
217 commissioner shall hold a hearing. After the hearing, the commissioner
218 shall send each party a written copy of the commissioner's decision.

219 (2) If the [employee prevails in such action, the court] commissioner
220 finds that the awarding authority, the terminated contractor or the
221 successor contractor has violated the provisions of this section, the

222 commissioner may award the employee or service worker (A) back pay,
223 including the value of benefits, for each day during which the violation
224 continues, that shall be calculated at a rate of compensation not less than
225 the higher of (i) the average regular rate of pay received by the employee
226 or service worker during the last year of employment in the same job
227 occupation classification, or, if the employee or service worker has been
228 employed for less than one year, the average rate of pay for the
229 employee's or service worker's entire employment multiplied by the
230 average number of hours worked per day over the last four months of
231 employment preceding the date of the violation, or (ii) the final regular
232 rate of pay received by the employee or service worker at the date of
233 termination multiplied by the average number of hours worked per day
234 over the last four months, [and] (B) reinstatement to the employee's or
235 service worker's former position at not less than the most recent rate of
236 compensation received by the employee or service worker, including
237 the value of any benefits, and (C) compensatory damages.

238 (3) [If the employee prevails in such action, the court shall award the
239 employee reasonable attorney fees and costs.] Any awarding authority,
240 terminated contractor or successor contractor found by the Labor
241 Commissioner to have violated the provisions of this section shall be
242 liable to the Labor Department for a civil penalty of five hundred dollars
243 per employee or service worker for each day the violation continues.

244 (4) Nothing in this subsection shall be construed to limit an
245 employee's or service worker's right to bring a common law cause of
246 action for wrongful termination against the awarding authority, the
247 terminated contractor or the successor contractor.

248 (5) Any party aggrieved by the decision of the commissioner may
249 appeal the decision to the Superior Court in accordance with the
250 provisions of chapter 54.

251 (d) Any awarding authority or contractor who knowingly violates the
252 provisions of this section shall pay a penalty not to exceed one hundred

253 dollars per employee or service worker for each day the violation
254 continues.

This act shall take effect as follows and shall amend the following sections:		
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Section 1	<i>October 1, 2026</i>	31-57g
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Statement of Purpose:

To offer greater protections to certain service workers who are displaced or terminated when service contracts are terminated.

[Proposed deletions are enclosed in brackets. Proposed additions are indicated by underline, except that when the entire text of a bill or resolution or a section of a bill or resolution is new, it is not underlined.]