



General Assembly

**Substitute Bill No. 358**

February Session, 2026



**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 Section 31-57g of the general statutes is repealed and the  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 or subcontract to perform (A) food and beverage services at  
8 Bradley International Airport, and (B) on and after October 1, 2026,  
9 services at a covered location. "Awarding authority" does not include  
10 the federal government or the state.

11 (3) "Carrier" has the same meaning as provided in section 14-212.

12 ~~[(2)]~~ (4) "Contractor" means any person that enters into a service  
13 contract with the awarding authority and any subcontractors to such  
14 service contract at any tier who employs [ten] two or more persons.

15 (5) "Covered location" includes the following locations: (A)  
16 Multifamily residential building or complex with fifty or more units, (B)

17 a commercial center or complex or office building occupying more than  
18 seventy-five thousand square feet, (C) municipal office building or  
19 facility, (D) electric distribution company facility, (E) gas company  
20 facility, (F) public or nonpublic school, (G) cultural center or complex,  
21 including a museum, convention center, arena or performance hall, (H)  
22 shopping mall or bank branch, (I) industrial site, (I) pharmaceutical lab,  
23 (K) airport or train station, (L) hospital, nursing home facility or  
24 institution operated or managed by an assisted living services agency,  
25 (M) warehouse, distribution center or other facility in which the primary  
26 purpose is the storage or distribution of general merchandise,  
27 refrigerated goods or other products, (N) independent institution of  
28 higher education campus, (O) property owned by a carrier that is used  
29 for the transportation of students or related services, and (P) data center.

30 [(3)] (6) "Employee" means any person engaged to perform food and  
31 beverage services at Bradley International Airport pursuant to a service  
32 contract, but does not include a person who is (A) a managerial,  
33 supervisory or confidential employee, including any person who would  
34 be so defined under the federal Fair Labor Standards Act, or (B)  
35 employed for less than fifteen hours per week.

36 (7) "Employer" means any person that employs two or more  
37 employees or service workers. "Employer" includes any municipal or  
38 local government, but does not include the federal government or the  
39 state.

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

41 (9) "Nursing home facility" has the same meaning as provided in  
42 section 19a-490.

43 [(4)] (10) "Person" means any individual, proprietorship, partnership,  
44 joint venture, corporation, limited liability company, trust association or  
45 other entity that may employ or enter into other contracts, [including]  
46 but does not include the state, [and its political subdivisions.]

47 [(5)] (11) "Service contract" means a contract for the performance of

48 (A) food and beverage services by an employee at Bradley International  
49 Airport, let by the awarding authority [(A)] (i) after July 1, 2001, and  
50 before July 1, 2002, provided the successor contractor had actual  
51 knowledge of the pendency in the General Assembly of proposed  
52 legislation with content similar to this section, or [(B)] (ii) on or after July  
53 1, 2002, or (B) services by a service worker at a covered location, let by  
54 the awarding authority on or after October 1, 2026.

55 (12) (A) "Service worker" means a person engaged to perform any of  
56 the following services:

57 (i) Care or maintenance services at a covered location, including  
58 services performed by a security guard, front-desk worker, janitor,  
59 housekeeper, maintenance employee, concierge, door attendant,  
60 building superintendent, grounds maintenance worker, stationary  
61 fireman, elevator operator or window cleaner;

62 (ii) Passenger-related security services, cargo and ramp services, in-  
63 terminal passenger and baggage handling and cleaning services at an  
64 airport;

65 (iii) Food preparation or dietary services at a public or nonpublic  
66 school, independent institution of higher education, hospital, nursing  
67 home facility or institution operated or managed by an assisted living  
68 services agency;

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

72 (v) Student transportation services; and

73 (B) "Service worker" does not include a (i) managerial, supervisory or  
74 confidential employee, including any person who would be so defined  
75 under the federal Fair Labor Standards Act, or (ii) person engaged to  
76 perform services related to a project that requires a permit issued by a  
77 municipality, including a building, mechanical, plumbing, structural or

78 electrical project.

79 (13) "Successor employer" means (A) an employer that has (i) been  
80 awarded a successor service contract, or (ii) purchased or acquired  
81 control of a property where employees or service workers were  
82 employed at any time during the previous ninety-day period, or (B) an  
83 awarding authority that has hired employees or service workers to  
84 perform services substantially the same to services previously provided  
85 under a terminated or nonrenewed service contract.

86 [(6)] (14) "Successor service contract" means a service contract with  
87 the awarding authority under which substantially the same services to  
88 be performed have previously been rendered to the awarding authority  
89 as part of the same program or at the same facility under another service  
90 contract or have previously been rendered by the awarding authority's  
91 own employees or service workers.

92 [(7)] (15) "Terminated contractor" means a contractor whose service  
93 contract expires without renewal or whose contract is terminated, and  
94 includes the awarding authority itself when (A) work previously  
95 rendered by the awarding authority's own employees or service  
96 workers is the subject of a successor service contract, or (B) the awarding  
97 authority sells or transfers a property where employees or service  
98 workers were employed at any time during the previous ninety-day  
99 period.

100 [(b) Each contractor and awarding authority that enters into a service  
101 contract to be performed at Bradley International Airport shall be  
102 subject to the following obligations:]

103 [(1) The awarding authority shall] (b) (1) Not later than fifteen days  
104 prior to the (A) termination or nonrenewal of any service contract, (B)  
105 contracting out of services previously performed by the awarding  
106 authority's own employees or service workers, or (C) selling or  
107 transferring of any property where employees or service workers were  
108 employed at any time during the previous ninety-day period, the  
109 awarding authority shall, where applicable, give advance notice to a

110 terminated contractor, the employees or service workers of such  
111 terminated contractor and the exclusive bargaining representative of  
112 any of the terminated contractor's employees or service workers, of the  
113 termination or nonrenewal of such service contract, [and] contracting  
114 out of such services or the sale or transfer of such property. Such notice  
115 shall be provided in writing and be posted in a conspicuous place at the  
116 worksite. The awarding authority shall provide the terminated  
117 contractor, employees or service workers and the exclusive bargaining  
118 representative with the name, telephone number and address of the  
119 successor [contractor or contractors] employer or employers, if known.  
120 The terminated contractor shall, not later than three days after receipt of  
121 such notice, provide the successor [contractor] employer with the name,  
122 date of hire and employment occupation classification of each person  
123 employed by the terminated contractor at the site or sites covered by the  
124 service contract as of the date the terminated contractor receives the  
125 notice of termination or nonrenewal, notice of contracting out or notice  
126 of the sale or transfer.

127 (2) On the date the (A) service contract terminates, (B) the successor  
128 service contract for services previously performed by the awarding  
129 authority's own employees or service workers begins, or (C) the sale or  
130 transfer of property occurs, the terminated contractor shall provide the  
131 successor [contractor] employer with updated information concerning  
132 the name, date of hire and employment occupation classification of each  
133 person employed by the terminated contractor at the site or sites  
134 covered by the service contract, to ensure that such information is  
135 current up to the actual date of service contract termination, the actual  
136 contract start date or the actual date of the sale or transfer.

137 (3) If the awarding authority fails to notify the terminated contractor  
138 of the identity of the successor [contractor] employer, as required by  
139 subdivision (1) of this subsection, the terminated contractor shall  
140 provide the information described in subdivision (2) of this subsection  
141 to the awarding authority not later than three days after receiving notice  
142 that the service contract will be terminated or notice of the sale or  
143 transfer of a property. The awarding authority shall be responsible for

144 providing such information to the successor [contractor] employer as  
145 soon as the successor [contractor] employer has been selected.

146 (4) (A) [Except as provided in subparagraph (D) of this subdivision,  
147 a] A successor [contractor] employer shall retain, for at least ninety days  
148 from the date of first performance of services under the successor  
149 service contract or from the date of the sale or transfer of a property, all  
150 of the employees or service workers who were continuously employed  
151 by the terminated contractor at the site or sites covered by the service  
152 contract during the [six-month] ninety-day period immediately  
153 preceding the termination or nonrenewal of such service contract,  
154 including any periods of layoff or leave with recall rights.

155 (B) [Except as provided in subparagraph (D) of this subdivision, if] If  
156 the successor service contract is terminated prior to the expiration of  
157 such ninety-day period, then any [contractor] successor employer  
158 awarded a subsequent successor service contract shall be bound by the  
159 requirements set forth in this subsection to retain, for a new ninety-day  
160 period commencing with the onset of the subsequent successor service  
161 contract, all of the employees or service workers who were previously  
162 employed by any one or more of the terminated contractors at the site  
163 or sites covered by the service contract continuously during the [six-  
164 month] ninety-day period immediately preceding the date of the most  
165 recently terminated service contract, including any periods of layoff or  
166 leave with recall rights.

167 (C) At least five days prior to the termination of a service contract or  
168 the sale or transfer of a property where employees or service workers  
169 were employed at any time during the previous ninety-day period, or  
170 at least fifteen days prior to the commencement of the first performance  
171 of service under a successor service contract, whichever is later, the  
172 successor [contractor] employer shall hand-deliver a written offer of  
173 employment in substantially the form set forth below to each such  
174 employee or service worker in such employee's or service worker's  
175 native language or any other language in which such employee or  
176 service worker is fluent:

177 "IMPORTANT INFORMATION REGARDING YOUR  
178 EMPLOYMENT

179 To: .... (Name of employee or service worker)

180 We have received information that you are employed by .... (name of  
181 predecessor contractor) and are currently performing work at ....  
182 (address of worksite) .... (name of predecessor contractor's) contract to  
183 perform .... (describe services under contract) at .... (address of worksite)  
184 will terminate as of .... (last day of predecessor contract) and it will no  
185 longer be providing those services as of that date.

186 We are .... (name of successor [contractor] employer) and [have been  
187 hired to provide] will be providing services similar to those of .... (name  
188 of predecessor contractor) at .... (address of worksite). We are offering  
189 you a job with us for a ninety-day probationary period starting .... (first  
190 day of successor contract) to perform the same type of work that you  
191 have already been doing for .... (name of predecessor contractor) under  
192 the following terms:

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

194 Hours per shift: ....

195 Total hours per week: ....

196 Benefits: ....

197 You must respond to this offer within the next ten days. If you want  
198 to continue working at .... (address of worksite) you must let us know  
199 by .... (no later than ten days after the date of this letter). If we do not  
200 receive your response by the end of business that day, we will not hire  
201 you and you will lose your job. We can be reached at .... (successor  
202 [contractor] employer telephone number).

203 Connecticut state law gives you the following rights:

204 1. You have the right with certain exceptions, to be hired by our

205 company for the first ninety days that we begin to provide services at ....  
206 (address of worksite).

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

209 3. If you believe that you have been fired or laid off in violation of this  
210 law, you have the right to [sue us ] file a complaint with the Labor  
211 Commissioner and be awarded back pay, attorneys' fees and court costs.

212 From: .... (Name of successor [contractor] employer)

213 .... (Address of successor [contractor] employer)

214 .... (Telephone number of successor [contractor] employer)"

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

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

223 (5) If at any time a successor [contractor] employer determines that  
224 fewer employees or service workers are required to perform the  
225 successor service contract than were required by the terminated  
226 contractor, the successor [contractor] employer shall be required to  
227 retain such employees or service workers by seniority within each job  
228 classification, based upon the employees' total length of service at the  
229 affected site or sites.

230 (6) During such ninety-day period, the successor [contractor]  
231 employer shall maintain a preferential hiring list of employees or service  
232 workers eligible for retention pursuant to subdivision (4) of this  
233 subsection, who were not initially retained by the successor [contractor]



234 employer, from which the successor contractor shall hire additional  
235 employees or service workers, if necessary.

236 (7) Except as provided under subdivision (5) of this subsection,  
237 during such ninety-day period, the successor [contractor] employer  
238 shall not discharge without just cause an employee or service worker  
239 retained pursuant to this section. For purposes of this subdivision, "just  
240 cause" shall be determined solely by the performance or conduct of the  
241 particular employee or service worker.

242 (8) If the performance of an employee or service worker retained  
243 pursuant to this section is satisfactory during the ninety-day period, the  
244 successor [contractor] employer shall offer the employee or service  
245 worker continued employment under the terms and conditions  
246 established by the successor contractor, or as required by law.

247 (c) (1) An employee or service worker, or a group of employees or  
248 service workers, displaced or terminated in violation of this section, or  
249 such employee's or service worker's collective bargaining  
250 representative, may [bring an action in Superior Court against the  
251 awarding authority, the terminated contractor or the successor  
252 contractor, jointly or severally, to recover damages for any violation of  
253 the obligations imposed under this section] file a complaint with the  
254 Labor Commissioner. Upon receipt of any such complaint, the  
255 commissioner shall hold a hearing. After the hearing, the commissioner  
256 shall send each party a written copy of the commissioner's decision.

257 (2) If the [employee prevails in such action, the court] commissioner  
258 finds that the awarding authority, the terminated contractor or the  
259 successor employer has violated the provisions of this section, the  
260 commissioner may award the employee or service worker (A) back pay,  
261 including the value of benefits, for each day during which the violation  
262 continues, that shall be calculated at a rate of compensation not less than  
263 the higher of (i) the average regular rate of pay received by the employee  
264 or service worker during the last year of employment in the same job  
265 occupation classification, or, if the employee or service worker has been

266 employed for less than one year, the average rate of pay for the  
267 employee's or service worker's entire employment multiplied by the  
268 average number of hours worked per day over the last four months of  
269 employment preceding the date of the violation, or (ii) the final regular  
270 rate of pay received by the employee or service worker at the date of  
271 termination multiplied by the average number of hours worked per day  
272 over the last four months, [and] (B) reinstatement to the employee's or  
273 service worker's former position at not less than the most recent rate of  
274 compensation received by the employee or service worker, including  
275 the value of any benefits, and (C) compensatory damages.

276 (3) If the employee or service worker prevails in such action, the court  
277 shall award the employee reasonable attorney fees and costs.

278 (4) Nothing in this subsection shall be construed to limit an  
279 employee's or service worker's right to bring a common law cause of  
280 action for wrongful termination against the awarding authority, the  
281 terminated contractor or the successor [contractor] employer.

282 (d) Any awarding authority, [or] terminated contractor or successor  
283 employer who knowingly violates the provisions of this section shall  
284 pay a penalty not to exceed [one] five hundred dollars per employee or  
285 service worker for each day the violation continues.

286 (e) Any party aggrieved by the decision of the commissioner may  
287 appeal the decision to the Superior Court in accordance with the  
288 provisions of chapter 54.

This act shall take effect as follows and shall amend the following sections:		
Section 1	October 1, 2026	31-57g

**Statement of Legislative Commissioners:**  
In Subsec. (a)(5)(F), "public or private elementary, middle or high school" was changed to "public or nonpublic school" for proper form, in Subsec. (a)(5)(N), "college or university" was changed to "independent institution of higher education" for proper form, in Subsec. (a)(10),

"including" was changed to "[including] but does not include" and "the state and its political subdivisions." was changed to "the state. [and its political subdivisions.]" for consistency; in Subsec. (a)(12)(A)(iii), "private or public elementary, middle or high school, college or university campus" was changed to "public or nonpublic school, independent institution of higher education" for proper form; and in Subsec. (b)(2)(B), "contract" was changed to "successor service contract" for consistency.

**LAB**      *Joint Favorable Subst.*