



EMPLOYMENT AND LABOR UPDATE

New York Wage Act Requires Annual Notice Requirements

The New York Wage Theft Prevention Act, effective April 9, 2011, imposes wage rate notice requirements for companies with employees in the state of New York. Pursuant to the new requirements, all private sector employers must provide wage rate notices to employees at the time of hire, and each year between January 1 and February 1. These notices must include:

- The employee's rate(s) of pay
- How the employee is paid (hour, shift, day, week, commission, etc.)
- Any allowances the employer intends to claim as part of the minimum wage (tip, meal, lodging allowances, etc.)
- The employee's regular pay day
- The employer's name, address, and telephone number

The New York Department of Labor's website provides template notices, but employers are free to develop their own notices. Notices must be provided in English. If English is not an employee's primary language, employers must also provide the employee with a notice in the worker's primary language if the Department of Labor provides notice templates in that language.

Employers can provide wage rate notices electronically, but the employee must be able to print a copy of the notice. Employers are required to keep written acknowledgements of an employee's receipt of the notice for six years. Where an employer provides wage rate notices electronically, an email from the employee which indicates that he/she has received the notice constitutes sufficient written acknowledgement.

New notices must be provided on a yearly basis, even if an employee's pay information has not changed. Where an employee's pay rate increases between receipt of notices, an employer need not provide a new wage rate notice if an employer receives the increased pay rate and the new pay rate is reflected on the employee's payment statement. However, where an employee's wage rate is reduced, the employee must be notified in writing prior to the reduction being implemented.

Employers must comply with the new wage rate notice requirements no later than February 1, 2012. If an employer fails to provide the requisite notice, employers can be assessed damages of \$50 per week, up to a maximum amount of \$2,500 per individual worker, plus costs, attorneys' fees and injunctive relief.

If you have any questions regarding this update, please contact the Sidley lawyer with whom you usually work.

The Employment and Labor Practice of Sidley Austin LLP

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