

HOUSE No. 1829

By Mr. O’Flaherty of Chelsea, petition of Eugene L. O’Flaherty and others relative to temporary workers right to know. Labor and Workforce Development.

The Commonwealth of Massachusetts

PETITION OF:

Eugene L. O’Flaherty	Steven J. D’Amico
Martin J. Walsh	Thomas P. Kennedy
John W. Scibak	Barbara A. L’Italien
Kay Khan	Robert L. Rice, Jr.
Benjamin Swan	J. James Marzilli, Jr.
Carl M. Sciortino, Jr.	Joseph R. Driscoll
Timothy J. Toomey, Jr.	John D. Keenan
Frank I. Smizik	Cleon H. Turner
Ruth B. Balsler	Denise Provost
William N. Brownsberger	Steven M. Walsh

In the Year Two Thousand and Seven.

AN ACT RELATIVE TO TEMPORARY WORKERS RIGHT TO KNOW.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Section 27C of Chapter 149 of the General laws,as
2 appearing in the 2004 Official Edition, is hereby amended by
3 striking out, in line 4, the words “or 159C” and inserting in place
4 thereof the following words:—, 159C or 159D.

1 SECTION 2. Said Section 27C of said Chapter 149, as so
2 appearing, is hereby further amended by striking out, in line 13, the
3 words “or 159C” and inserting in place thereof the following
4 words:—, 159C or 159D.

1 SECTION 3. Chapter 149 of the General Laws is hereby amended
2 by inserting after Section 159C the following section:—
3 Section 159D.

4 (a) As used in this section, the terms “employee,” “employer,”
5 “employment,” “staffing agency,” “work site employer,” shall have
6 the meanings assigned to them by Section 159C.

7 (b) Each staffing agency shall furnish in writing for each appli-
8 cant for employment on the date of hire:—

9 (1) information as to the name of the worksite employer and the
10 worksite address for the applicant’s assignment; the kind and char-
11 acter of the employment, including any requirement for special
12 attire, accessories, tools, safety equipment, or licenses and any costs
13 charged; whether the employee must receive special training as
14 required by law; the anticipated rate of wages or compensation,
15 including any benefits to be paid for the work and the overtime rate
16 of pay; whether such employment is temporary; the expected dura-
17 tion of the work to be performed by the employee, including daily
18 starting time, anticipated end time, and anticipated overtime, if any;
19 a statement of the employee’s right to workers’ compensation bene-
20 fits and upon request the employer’s workers’ compensation carrier
21 name and number; a complete and accurate description of work site
22 hazards to which the employee may become exposed or the name of
23 a contact person at the worksite who can provide a complete and
24 accurate description of work site hazards to which the employee may
25 become exposed; meal provision and the cost of the meal provided
26 through the staffing agency, if any; the total fee to be exacted by the
27 staffing agency from the applicant, if any; and the provisions set out
28 in this section; provided that, nothing in this paragraph shall be con-
29 strued to prohibit a staffing agency from directing an applicant to
30 employment by telephone, but such telephone message shall comply
31 with the disclosure requirements of this paragraph and shall be, con-
32 firmed in writing by the staffing agency and included with the
33 employee’s first paycheck or first payment of wages; a carbon copy
34 of such confirmation shall be kept by the staffing agency for a period
35 of at least one year; and

36 (2) a receipt for every charge made by the staffing agency the
37 employee has paid.

38 (c) A notice of the provisions of this section shall be prepared by
39 the attorney general, in English and in the languages that are gener-
40 ally used in the locale or locales of the staffing agency or its
41 employees and shall be posted in the staffing agency’s offices in a
42 conspicuous location accessible to employees. Copies of all notices

43 providing individual information to the employee shall be kept on
44 file for a period of three years by the staffing agency and shall be
45 made available for inspection by any affected employee, who shall
46 be given copies of such notices, without charge, within 10 days of
47 the employee's request therefore. A duplicate receipt for any charges
48 by the staffing agency to the applicant shall be retained by the
49 staffing agency for three years following the date on which the
50 agency contract is executed or the payment is made, and shall be
51 made available for inspection by the employee, attorney general or
52 their duly authorized agent or inspector, upon their request.

53 (d) No staffing agency or worksite employer shall charge an
54 employee for safety equipment, personal protective equipment, uni-
55 forms, clothing, tools, accessories or any other items required by the
56 nature of the work either by law, custom, or as a requirement of the
57 client company; but this subsection shall not preclude the staffing
58 agency from charging the employee the market value of items tem-
59 porarily provided to the employee by the agency in the event that the
60 employee willfully fails to return such items to the agency, but no
61 charge may be made for items damaged through ordinary use or lost
62 through no fault of the employee. For items other than those refer-
63 enced in this subsection, which the staffing agency makes available
64 for purchase, the employee shall be charged no more than the actual
65 cost of the item to the labor pool, or market value, whichever is less.

66 (e) The attorney general shall enforce this section, and may obtain
67 injunctive or declaratory relief for this purpose. Violation of this
68 section shall be punished by a fine of not less than \$250 nor more
69 than \$1250.

70 (f) (1) Any employee aggrieved by a violation of subsection (b) or
71 (c) of this section shall be entitled to an award of damages of not less
72 than \$25 per offense nor more than one \$100 per offense. Each
73 assignment to a worksite shall constitute a separate offense unless
74 the staffing agency shows that it gave the employee notice of a mul-
75 tiple day assignment.

76 (2) Any employee aggrieved by a violation of this section may, at
77 the expiration of ninety days after the filing of a complaint with the
78 attorney general, or sooner, if the attorney general assents in writing,
79 and within three years of such violation, institute and prosecute in
80 his own name and on his own behalf, or for himself and for others
81 similarly situated, a civil action for injunctive relief and any dam-

82 ages incurred, and shall include treble damages for any loss of wages
83 and other benefits. An employee so aggrieved and who prevails in
84 such an action shall be entitled to an award of the costs of the litiga-
85 tion and reasonable attorney fees.

86 (g) Any waiver by an employee of the provisions of this section
87 shall be deemed contrary to public policy and shall be void and
88 unenforceable. Any attempt by a staffing agency or its client com-
89 pany to have an employee waive rights given by this section shall
90 constitute a violation of this section.

91 (h) Exemptions:—

92 Temporary or contract staffing agencies that require all of their
93 job applicants to have a post-secondary degree are exempted from
94 complying with the provisions of this Act, provided that each appli-
95 cant is given a copy of the employment application and said applica-
96 tion contains all the information required in subsection (b).