

SENATE NO. 1062

AN ACT ESTABLISHING A TEMPORARY WORKER'S 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 appearing in the 2004 Official
2 Edition, is hereby amended by striking out, in line 4, the words "or 159C" and inserting in place
3 thereof the following words:– , 159C or 159D.

4 SECTION 2. Said section 27C of said chapter 149, as so appearing, is hereby further amended by
5 striking out, in line 13, the words "or 159C" and inserting in place thereof the following words:– ,
6 159C or 159D.

7 SECTION 3. Chapter 149 of the General Laws is hereby amended by inserting after section 159C the
8 following section:-

9 Section 159D.

10 (a) As used in this section, the terms "employee," "employer," "employment," "staffing agency,"
11 "work site employer," shall have the meanings assigned to them by section 159C.

12 (b) Each staffing agency shall furnish in writing for each applicant for employment on the date of hire:
13 (1) information as to the name of the worksite employer and the worksite address for the applicant's

14 assignment; the kind and character of the employment, including any requirement for special attire,
15 accessories, tools, safety equipment, or licenses and any costs charged; whether the employee must
16 receive special training as required by law; the anticipated rate of wages or compensation, including
17 any benefits to be paid for the work and the overtime rate of pay; whether such employment is
18 temporary; the expected duration of the work to be performed by the employee, including daily
19 starting time, anticipated end time, and anticipated overtime, if any; a statement of the employee's
20 right to workers' compensation benefits and upon request the employer's workers' compensation
21 carrier name and number; a complete and accurate description of work site hazards to which the
22 employee may become exposed or the name of a contact person at the worksite who can provide a
23 complete and accurate description of work site hazards to which the employee may become exposed;
24 meal provision and the cost of the meal provided through the staffing agency, if any; the total fee to be
25 exacted by the staffing agency from the applicant, if any; and the provisions set out in this section;
26 provided that, nothing in this paragraph shall be construed to prohibit a staffing agency from directing
27 an applicant to employment by telephone, but such telephone message shall comply with the
28 disclosure requirements of this paragraph and shall be, confirmed in writing by the staffing agency and
29 included with the employee's first paycheck or first payment of wages; a carbon copy of such
30 confirmation shall be kept by the staffing agency for a period of at least one year; and (2) a receipt for
31 every charge made by the staffing agency the employee has paid.

32 (c) A notice of the provisions of this section shall be prepared by the attorney general, in English and
33 in the languages that are generally used in the locale or locales of the staffing agency or its employees
34 and shall be posted in the staffing agency's offices in a conspicuous location accessible to employees.
35 Copies of all notices providing individual information to the employee shall be kept on file for a
36 period of three years by the staffing agency and shall be made available for inspection by any affected

37 employee, who shall be given copies of such notices, without charge, within 10 days of the employee's
38 request therefore. A duplicate receipt for any charges by the staffing agency to the applicant shall be
39 retained by the staffing agency for three years following the date on which the agency contract is
40 executed or the payment is made, and shall be made available for inspection by the employee, attorney
41 general or their duly authorized agent or inspector, upon their request.

42 (d) No staffing agency or worksite employer shall charge an employee for safety equipment, personal
43 protective equipment, uniforms, clothing, tools, accessories or any other items required by the nature
44 of the work either by law, custom, or as a requirement of the client company; but this subsection shall
45 not preclude the staffing agency from charging the employee the market value of items temporarily
46 provided to the employee by the agency in the event that the employee willfully fails to return such
47 items to the agency, but no charge may be made for items damaged through ordinary use or lost
48 through no fault of the employee. For items other than those referenced in this subsection, which the
49 staffing agency makes available for purchase, the employee shall be charged no more than the actual
50 cost of the item to the labor pool, or market value, whichever is less.

51 (e) The attorney general shall enforce this section, and may obtain injunctive or declaratory relief for
52 this purpose. Violation of this section shall be punished by a fine of not less than \$250 nor more than
53 \$1250.

54 (f) (1) Any employee aggrieved by a violation of subsection (b) or (c) of this section shall be entitled
55 to an award of damages of not less than \$25 per offense nor more than one \$100 per offense. Each
56 assignment to a worksite shall constitute a separate offense unless the staffing agency shows that it
57 gave the employee notice of a multiple day assignment.

58 (2) Any employee aggrieved by a violation of this section may, at the expiration of ninety days after
59 the filing of a complaint with the attorney general, or sooner, if the attorney general assents in writing,
60 and within three years of such violation, institute and prosecute in his own name and on his own
61 behalf, or for himself and for others similarly situated, a civil action for injunctive relief and any
62 damages incurred, and shall include treble damages for any loss of wages and other benefits. An
63 employee so aggrieved and who prevails in such an action shall be entitled to an award of the costs of
64 the litigation and reasonable attorney fees.

65 (g) Any waiver by an employee of the provisions of this section shall be deemed contrary to public
66 policy and shall be void and unenforceable. Any attempt by a staffing agency or its client company to
67 have an employee waive rights given by this section shall constitute a violation of this section.

68 (h) Exemptions: Temporary or contract staffing agencies that require all of their job applicants to have
69 a post-secondary degree are exempted from complying with the provisions of this Act, provided that
70 each applicant is given a copy of the employment application and said application contains all the
71 information required in subsection (b).