



103RD GENERAL ASSEMBLY

State of Illinois

2023 and 2024

SB3650

Introduced 2/9/2024, by Sen. Robert Peters

SYNOPSIS AS INTRODUCED:

820 ILCS 175/5
820 ILCS 175/10
820 ILCS 175/11
820 ILCS 175/42
820 ILCS 175/85

Amends the Day and Temporary Labor Services Act. Provides that, if an applicant seeks a work assignment as a day or temporary laborer with a day and temporary labor service agency, including in-person, online or through an app-based system, and is not placed with a third party client or otherwise contracted to work for that day by the day and temporary labor service agency, the day and temporary labor service agency shall provide the applicant with a confirmation that the applicant sought work that satisfies specified criteria. Sets forth compensation requirements for day or temporary laborers based on directly hired comparative employees of a third party. Provides that it shall be the responsibility and duty of a day and temporary labor service agency to calculate and determine the hourly rate of pay and the benefits it shall offer to a day or temporary laborer, including any cash equivalents. Makes changes in provisions concerning the right to refuse assignments due to a labor dispute and the duties of third party clients. Defines terms.

LRB103 38728 SPS 68865 b

1 AN ACT concerning employment.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Day and Temporary Labor Services Act is
5 amended by changing Sections 5, 10, 11, 42, and 85 as follows:

6 (820 ILCS 175/5)

7 Sec. 5. Definitions. As used in this Act:

8 "Day or temporary laborer" means a natural person who
9 contracts for employment with a day and temporary labor
10 service agency.

11 "Day and temporary labor" means work performed by a day or
12 temporary laborer at a third party client, the duration of
13 which may be specific or undefined, pursuant to a contract or
14 understanding between the day and temporary labor service
15 agency and the third party client. "Day and temporary labor"
16 does not include labor or employment of a professional or
17 clerical nature.

18 "Day and temporary labor service agency" means any person
19 or entity engaged in the business of employing day or
20 temporary laborers to provide services, for a fee, to or for
21 any third party client pursuant to a contract with the day and
22 temporary labor service agency and the third party client.

23 "Department" means the Department of Labor.

1 "Labor dispute" means any controversy concerning wages,
2 hours, terms, or conditions of employment.

3 "Interested party" means an organization that monitors or
4 is attentive to compliance with public or worker safety laws,
5 wage and hour requirements, or other statutory requirements.

6 "Third party client" means any person that contracts with
7 a day and temporary labor service agency for obtaining day or
8 temporary laborers.

9 "Person" means every natural person, firm, partnership,
10 co-partnership, limited liability company, corporation,
11 association, business trust, or other legal entity, or its
12 legal representatives, agents, or assigns.

13 (Source: P.A. 103-437, eff. 8-4-23.)

14 (820 ILCS 175/10)

15 Sec. 10. Employment notice and application receipt.
16 ~~Notice.~~

17 (a) Employment notice. Whenever a day and temporary labor
18 service agency agrees to send one or more persons to work as
19 day or temporary laborers, the day and temporary labor service
20 agency shall provide to each day or temporary laborer, at the
21 time of dispatch, a statement containing the following items
22 on a form approved by the Department:

23 (1) the name of the day or temporary laborer;

24 (2) the name and nature of the work to be performed and
25 the types of equipment, protective clothing, and training

- 1 that are required for the task;
- 2 (3) the wages offered;
- 3 (4) the name and address of the destination of each
- 4 day or temporary laborer;
- 5 (5) terms of transportation; and
- 6 (6) whether a meal or equipment, or both, are
- 7 provided, either by the day and temporary labor service
- 8 agency or the third party client, and the cost of the meal
- 9 and equipment, if any.

10 If a day or temporary laborer is assigned to the same

11 assignment for more than one day, the day and temporary labor

12 service agency is required to provide the employment notice

13 only on the first day of the assignment and on any day that any

14 of the terms listed on the employment notice are changed.

15 If the day or temporary laborer is not placed with a third

16 party client or otherwise contracted to work for that day, the

17 day and temporary labor service agency shall, upon request,

18 provide the day and temporary laborer with a confirmation that

19 the day or temporary laborer sought work, signed by an

20 employee of the day and temporary labor service agency, which

21 shall include the name of the agency, the name and address of

22 the day or temporary laborer, and the date and the time that

23 the day or temporary laborer receives the confirmation.

24 (b) (Blank). ~~No day and temporary labor service agency~~

25 ~~may send any day or temporary laborer to any place where a~~

26 ~~strike, a lockout, or other labor trouble exists.~~

1 (b-5) Application receipt. If an applicant seeks a work
2 assignment as a day or temporary laborer with a day and
3 temporary labor service agency, including in-person, online,
4 or through an app-based system, and is not placed with a third
5 party client or otherwise contracted to work for that day by
6 the day and temporary labor service agency, the day and
7 temporary labor service agency shall provide the applicant
8 with a confirmation that the applicant sought work, signed by
9 an employee of the day and temporary labor service agency, on a
10 form approved by the Department, that shall include:

11 (1) the name and location of the day and temporary
12 labor service agency and branch office;

13 (2) the name and address of the applicant;

14 (3) the date and the time that the applicant sought
15 the work assignment;

16 (4) the manner in which the applicant sought the work
17 assignment; and

18 (5) the specific work sites or type of jobs sought by
19 the applicant, if applicable.

20 (c) The Department shall recommend to day and temporary
21 labor service agencies that those agencies employ personnel
22 who can effectively communicate information required in
23 subsections (a) and (b-5) ~~(b)~~ to day or temporary laborers in
24 Spanish, Polish, or any other language that is generally
25 understood in the locale of the day and temporary labor
26 service agency.

1 (Source: P.A. 99-78, eff. 7-20-15; 100-517, eff. 6-1-18.)

2 (820 ILCS 175/11)

3 Sec. 11. Right to refuse assignment to a labor dispute.

4 (a) No day and temporary labor service agency may send a
5 day or temporary laborer to a place where a strike, ~~a~~ lockout,
6 or work stoppage ~~other labor trouble~~ exists because of a labor
7 dispute or where a picket, bannering, handbilling, or other
8 job action exists because of a labor dispute without
9 providing, at or before the time of dispatch, a statement, in
10 writing and in a language that the day and temporary laborer
11 understands, informing the day or temporary laborer of the
12 labor dispute and the day or temporary laborer's right to
13 refuse the assignment without prejudice to receiving another
14 assignment. This Section shall not apply to any strike,
15 lockout, or other work stoppage or any picket, bannering,
16 handbilling, or other job action, that has been ruled unlawful
17 by any court or government agency authorized to make that
18 determination.

19 (b) The failure by a day and temporary labor service
20 agency to provide any of the information required by this
21 Section shall constitute a notice violation under Section 95.
22 The failure of a day and temporary labor service agency to
23 provide each piece of information required by this Section at
24 each time it is required by this Section shall constitute a
25 separate and distinct notice violation. If a day and temporary

1 labor service agency claims that it has provided a notice as
2 required under this Section electronically, the day and
3 temporary labor service agency shall bear the burden of
4 showing that the notice was provided if there is a dispute.

5 (Source: P.A. 103-437, eff. 8-4-23.)

6 (820 ILCS 175/42)

7 Sec. 42. Equal pay for equal work.

8 (a) A day or temporary laborer who is assigned to work and
9 performs work at a third party client for more than 90 calendar
10 days during a 12-month period shall be paid as follows:

11 (1) if there is a directly hired comparative employee:

12 (A) not less than the regular rate of pay, as
13 described in Section 4a of the Minimum Wage Law, and
14 ~~equivalent benefits as the lowest paid directly hired~~
15 ~~comparative employee; and of the third party client~~
16 ~~with the same level of seniority at the company and~~
17 ~~performing the same or substantially similar work on~~
18 ~~jobs the performance of which requires substantially~~
19 ~~similar skill, effort, and responsibility, and that~~
20 ~~are performed under similar working conditions~~

21 (B) substantially similar benefits to the job
22 classification of the directly hired comparative
23 employee or the hourly average cash equivalent of the
24 actual cost of the benefits the third party client
25 provides to the directly hired comparative employee.

1 (2) if ~~if~~ there is not a directly hired comparative
2 employee: ~~of the third party client, the day or temporary~~
3 ~~laborer shall be paid~~

4 (A) not less than the regular rate of pay ~~and~~
5 ~~equivalent benefits~~ of the lowest paid direct hired
6 employee of the company with the closest level of
7 seniority at the company; and ~~-~~

8 (B) substantially similar benefits to the
9 classification of employees performing the same or
10 substantially similar work on jobs or ~~A day and~~
11 ~~temporary labor service agency may pay~~ the hourly
12 average cash equivalent of the actual cost of the
13 benefits ~~in lieu of benefits required under this~~
14 ~~Section.~~

15 (b) Upon request, a third party client to which a day or
16 temporary laborer has been assigned for more than 90 calendar
17 days shall be obligated to timely provide the day and
18 temporary labor service agency with all necessary information
19 related to job duties, working conditions, pay, and benefits
20 it provides to the applicable classification of directly hired
21 comparative employees necessary for the day and temporary
22 labor service agency to comply with this Section. Upon receipt
23 of the accurate and complete information described in this
24 subsection from the third-party client, it shall be the
25 responsibility and duty of the day and temporary labor service
26 agency to calculate and determine the hourly rate of pay and

1 the benefits it shall offer to the day or temporary laborer,
2 including any cash equivalents. The failure by a third party
3 client to provide any of the information required under this
4 Section shall constitute a notice violation by the third party
5 client under Section 95. For purposes of this Section, the day
6 and temporary labor service agency shall be considered a
7 person aggrieved as described in Section 95. For the purposes
8 of this Section, the calculation of the 90 calendar days may
9 not begin until April 1, 2024.

10 (c) As used in this Section, "directly hired comparative
11 employee" means an employee of a third party client who has the
12 same or substantially similar level of seniority at the
13 company as a day or temporary laborer and who performs the same
14 or substantially similar work on jobs as a day or temporary
15 laborer, the performance of which requires substantially
16 similar skill, effort, and responsibility and are performed
17 under similar working conditions.

18 (Source: P.A. 103-437, eff. 8-4-23; 103-564, eff. 11-17-23.)

19 (820 ILCS 175/85)

20 Sec. 85. Third party clients.

21 (a) It is a violation of this Act for a third party client
22 to enter into a contract for the employment of day or temporary
23 laborers with any day and temporary labor service agency not
24 registered under Section 45 of this Act. A third party client
25 has a duty to verify a day and temporary labor service agency's

1 status with the Department before entering into a contract
2 with such an agency, and on March 1 and September 1 of each
3 year. A day and temporary labor service agency shall be
4 required to provide each of its third party clients with proof
5 of valid registration issued by the Department at the time of
6 entering into a contract. A day and temporary labor service
7 agency shall be required to notify, both by telephone and in
8 writing, each day or temporary laborer it employs and each
9 third party client with whom it has a contract within 24 hours
10 of any denial, suspension, or revocation of its registration
11 by the Department. All contracts between any day and temporary
12 labor service agency and any third party client shall be
13 considered null and void from the date any such denial,
14 suspension, or revocation of registration becomes effective
15 and until such time as the day and temporary labor service
16 agency becomes registered and considered in good standing by
17 the Department as provided in Section 50 and Section 55. Upon
18 request, the Department shall provide to a third party client
19 a list of entities registered as day and temporary labor
20 service agencies. The Department shall provide on the Internet
21 a list of entities registered as day and temporary labor
22 service agencies. A third party client may rely on information
23 provided by the Department or maintained on the Department's
24 website pursuant to Section 45 of this Act and shall be held
25 harmless if such information maintained or provided by the
26 Department was inaccurate. Any third party client that

1 violates this provision of the Act is subject to a civil
2 penalty of not less than \$100 and not to exceed \$1,500. Each
3 day during which a third party client contracts with a day and
4 temporary labor service agency not registered under Section 45
5 of this Act shall constitute a separate and distinct offense.

6 (b) If a third party client leases or contracts with a day
7 and temporary service agency for the services of a day or
8 temporary laborer, the third party client shall share all
9 legal responsibility and liability for the payment of wages
10 under the Illinois Wage Payment and Collection Act and the
11 Minimum Wage Law.

12 (c) Before the assignment of an employee to a worksite
13 employer, a day and temporary labor service agency must:

14 (1) inquire about the client company's safety and
15 health practices and hazards at the actual workplace where
16 the day or temporary laborer will be working to assess the
17 safety conditions, workers tasks, and the client company's
18 safety program; these activities are required at the start
19 of any contract to place day or temporary laborers and may
20 include visiting the client company's actual worksite. If,
21 during the inquiry or anytime during the period of the
22 contract, the day and temporary labor service agency
23 becomes aware of existing job hazards that are not
24 mitigated by the client company, the day and temporary
25 labor service agency must make the client company aware,
26 urge the client company to correct it, and document these

1 efforts, otherwise the day and temporary labor service
2 agency must remove the day or temporary laborers from the
3 client company's worksite;

4 (2) provide training to the day or temporary laborer
5 for general awareness safety training for recognized
6 industry hazards the day or temporary laborer may
7 encounter at the client company's worksite. Industry
8 hazard training must be completed, in the preferred
9 language of the day or temporary laborer, and must be
10 provided at no expense to the day or temporary laborer.
11 The training date and training content must be maintained
12 by the day and temporary staffing agency and provided to
13 the day or temporary laborer;

14 (3) transmit a general description of the training
15 program including topics covered to the client company,
16 whether electronically or on paper, at the start of the
17 contract with the client company;

18 (4) provide the Department's hotline number for the
19 employee to call to report safety hazards and concerns as
20 part of the employment materials provided to the day or
21 temporary laborer; and

22 (5) inform the day or temporary laborer who the day or
23 temporary laborer should report safety concerns to at the
24 workplace.

25 Nothing in this Section shall diminish any existing client
26 company or a day and temporary labor service agency's

1 responsibility as an employer to provide a place of employment
2 free from recognized hazards or to otherwise comply with other
3 health and safety or employment laws. The client company and
4 the day and temporary labor service agency are responsible for
5 compliance with this Section and the rules adopted under this
6 Section.

7 (d) Before the day or temporary laborer engages in work
8 for a client company, the client company must:

9 (1) document and inform the day and temporary labor
10 service agency about anticipated job hazards likely
11 encountered by the day or temporary laborer;

12 (2) review the safety and health awareness training
13 provided by the day and temporary labor service agency to
14 determine if it addresses recognized hazards for the
15 client company's industry;

16 (3) provide specific training tailored to the
17 particular hazards at the client company's worksite
18 compliant with the relevant federal Occupational Safety
19 and Health Administration's regulations and guidances; and

20 (4) document and maintain records of site-specific
21 training and provide confirmation that the training
22 occurred to the day and temporary labor service agency
23 within 3 business days of providing the training.

24 (e) If the client company changes the job tasks or work
25 location and new hazards may be encountered, the client
26 company must:

1 (1) inform both the day and temporary labor service
2 agency and the day or temporary laborer; and

3 (2) inform both the day and temporary labor service
4 agency staffing agency and the day or temporary laborer of
5 job hazards not previously covered before the day or
6 temporary laborer undertakes the new tasks and update
7 personal protective equipment and training for the new job
8 tasks compliant with the relevant federal Occupational
9 Safety and Health Administration's regulations and
10 guidances, if necessary.

11 (f) A day and temporary labor service agency or day or
12 temporary laborer may refuse a new job task at the worksite
13 when the task has not been reviewed or if the day or temporary
14 laborer has not had appropriate training to do the new task.

15 (g) A client company that supervises a day or temporary
16 laborer must provide worksite specific training compliant with
17 the relevant federal Occupational Safety and Health
18 Administration's regulations and guidances to the day or
19 temporary laborer and must allow a day and temporary labor
20 service agency to visit any worksite where the day or
21 temporary laborer works or will be working to observe and
22 confirm the client company's training and information related
23 to the worksite's job tasks, safety and health practices, and
24 hazards.

25 (Source: P.A. 103-437, eff. 8-4-23.)