

Day and Temporary Labor Services Act Sample Employment Notice

Day and Temporary Labor Service Agency

Legal Name:

D/B/A:

Donnie's Staffing

123 First Avenue

Chicago, IL 60601

Name of Day or Temporary Laborer

Last Name:

First Name:

Dates of Work Assignment

From:

To:

Name and nature of the work to be performed, including a list of basic job duties

Equipment, protective clothing, and safety and hazard training that are required for the task

Safety hazards or concerns at client company

Safety hazards and concerns may be reported to the Illinois Department of Labor (IDOL) by calling the Department's Day and Temporary Labor Services Act toll-free hotline at 1-877-314-7052 or emailing DOL.DayLabor@illinois.gov.

Worksite Information

Client Company Safety Contact

Client Company Name:

Address Line 1:

Address Line 2:

City:

State:

Zip Code:

County:

Client Code on paystub/notice:

Name:

Title:

Phone Number:

Email:

If "yes," to any of these activities taking place at the worksite, you have the right to refuse this assignment without being denied future assignments.

Is there a strike, a lockout, a work stoppage, a picket, bannering, or handbilling at the worksite because of a labor dispute?

YES

NO

Meal Provided? (*check one*)

YES

NO

If YES, it will be provided by (*check one*)

Temp Agency

or

Third Party Client.

Cost to Laborer: \$ _____

Equipment Provided? (*check one*)

YES

NO

If YES, it will be provided by (*check one*)

Temp Agency

or

Third Party Client.

Cost to Laborer: \$ _____

Terms of Transportation

Wages Offered

Including this assignment, has this laborer worked 720 hours or more for this third-party client in the last 12 months?

_____ Yes _____ No _____ Number of Hours

If you have worked for this client for 720 or more hours in a 12-month period, you will be paid according to one of the following:

You will be paid based on the following information from a comparable employee.

_____ years/months seniority

_____ hourly wage

As directed by the third-party client, you will be paid according the Standard Occupation Classification.

Code:

Occupation:

Definition:

Example: 53-7064 Packers and Packagers, Hand Pack or package by hand a wide variety of products and materials.

EMPLOYMENT NOTICE - INSTRUCTIONS TO AGENCY

When dispatching a day or temporary laborer to work for a third party client, Day and Temporary Labor Service Agencies must provide an Employment Notice to the day or temporary laborer. The Employment Notice must be in the primary language of the day or temporary laborer. Please contact the Illinois Department of Labor to request sample forms in additional languages.

This sample form is for guidance only related to the content required. Formatting and other visual characteristics of the form are the employer's responsibility. Each agency should review the Day and Temporary Labor Services Act (820 ILCS 175/1-99) and the Department's administrative rules (56 Ill. Adm. Code 260) for compliance purposes. Employers may be subject to additional federal and state regulations related to employment notices.

Please note: If this Laborer has worked more than 720 hours for this client within any 12-month period, and the third party client directly employs workers performing the same or substantially similar work, that Laborer is entitled to a specified pay rate and that pay rate shall be reflected in the "wages offered" field of the form. The Temp Agency shall check one of the two boxes indicating the wage calculation method. The first option, using a comparator employee, shall be the default option unless the third party client instructs the agency to use Standard Occupational Classification data.

Please note: As used on this form, the term "labor dispute" means "any controversy concerning wages, hours, terms, or conditions of employment."

Day and Temporary Labor Services Act Excerpt:

Sec. 10. Employment notice and application receipt.

Whenever a day and temporary labor service agency agrees to send one or more persons to work as day or temporary laborers, the day and temporary labor service agency shall provide to each day or temporary laborer, at the time of dispatch, a statement containing the following items on a form approved by the Department:

- (1) the name of the day or temporary laborer;*
- (2) the name and nature of the work to be performed, including a list of basic job duties, and the types of equipment, protective clothing, and training that are required for the task;*
- (3) the wages offered;*
- (4) the name and address, including county, of the destination of each day or temporary laborer;*
- (5) terms of transportation;*
- (6) whether a meal or equipment, or both, are provided, either by the day and temporary labor service agency or the third party client, and the cost of the meal and equipment, if any; and .*
- (7) for a day or temporary laborer entitled to the pay requirements described in Section 42, either:*
 - (A) the seniority and hourly wage of the comparator being used to determine the wage if the wage is determined under paragraph (1) of subsection (a) of Section 42; or*
 - (B) the standard occupational classification used if the wage is determined under paragraph (2) of subsection (a) of Section 42.*

If a day or temporary laborer is assigned to the same assignment for more than one day, the day and temporary labor service agency is required to provide the employment notice only on the first day of the assignment and on any day that any of the terms listed on the employment notice are changed.

(820 ILCS 175/11)

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

- (a) No day and temporary labor service agency may send a day or temporary laborer to a place where a strike, a lockout, or work stoppage exists because of a labor dispute or where a picket, bannering, or handbilling exists because of a labor dispute without providing, at or before the time of dispatch, a statement, in writing and in a language that the day and temporary laborer understands, informing the day or temporary laborer of the labor dispute and the day or temporary laborer's right to refuse the assignment without prejudice to receiving another assignment.*