



Centro Comunitario De Trabajadores C.C.T.
Community Worker Center
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MEMORANDUM OF AGREEMENT BETWEEN
EMPLOYMENT ON DEMAND AGENCY, INC.
AND
THE CENTRO COMUNITARIO DE TRABAJADORES DE NEW BEDFORD

Employment on Demand Agency, Inc., (“EDA”) and the Centro Comunitario de Trabajadores (“CCT”) of New Bedford enter into this Memorandum of Agreement, with the following goals:

- Ensuring that all EDA employees are working under conditions fully in compliance with all state and federal safety and employment laws;
- Demonstrating EDA’s support for the Reform Employment Agency Law (“REAL”) Campaign and An Act Updating and Streamlining the Regulation of Employment Agencies, HB 1393 (the “REAL Law”), sponsored by Representative Linda Dorcena Forry and Senator Jack Hart);
- Changing some of EDA’s current employment policies to address employees’ concerns about equality and fairness;
- Ensuring that transportation provided to EDA employees is affordable, safe and comfortable; and
- Ensuring that EDA employees are provided with proper safety training and equipment.

To accomplish these goals, EDA agrees to the following:

(1) To comply voluntarily with all the provisions of the proposed REAL law (attached as Exhibit A). These provisions include, but are not limited to, the following:

(a) Providing to all applicants, employees, and workers a job order, in accordance with the provisions of Section 46G of the REAL Law, with the following information:

- (i) A multilingual notice stating that the job order contains important information;
- (ii) The name and address of EDA;
- (iii) Disclosure of the employment relationship between the agency and the applicant;
- (iv) The name, address and telephone number of the person the applicant is reporting to;
- (v) The name of the worksite employer;
- (vi) A description of the employment including special requirements;
- (vii) Any safety equipment to be provided;
- (viii) Whether special training will be given;
- (ix) The wage rate;
- (x) The duration of the placement where known;
- (xi) Meals that will be provided and costs of any meals provided;
- (xii) The fee, if any, paid by the applicant; and
- (xiii) Details of transportation and legal amounts charged therefore.

A sample job order is attached as Exhibit B.

(b) Providing in writing, in accordance with Section 46G, contact information for the Massachusetts Division of Occupational Safety and a statement about the right to workers' compensation and contact information for EDA's workers' compensation carrier:

(c) Providing, in accordance with Section 46G, a copy of every contract executed between EDA and an applicant, employee or worker; and

(d) Providing, in accordance with Section 46G, a receipt for any charges or fees paid by an applicant, employee, or worker to EDA;

(2) EDA promises to follow all state and federal wage and hour laws. Wages earned by employees will be reviewed yearly on the anniversary date of this agreement by the committee mentioned in paragraph (15).

(3) To sign on as a supporter and sponsor of the REAL Campaign, and in conjunction with the Centro Comunitario de Trabajadores, attend legislative hearings and other events to provide testimony in support of the proposed REAL law;

- (4) To assess the current practices of EDA and worksite employers, making any necessary changes, and training both EDA and worksite managers, supervisors, and other staff to ensure that EDA's and worksite employers' practices are fully in compliance with applicable state and federal laws governing wages and hours, health and safety, discrimination (including sexual harassment), child labor, workers' compensation insurance and reporting of injuries, and unemployment insurance benefits;
- (5) To ensure that all EDA employees receive proper training and equipment so that they can perform their jobs safely;
- (6) To ensure that all transportation services provided, utilized, or offered by EDA use vehicles that are properly maintained and inspected, and carry only the maximum number of passengers that can be transported safely and legally;
- (7) To change EDA's vacation pay policy so that vacation pay is earned at the rate of one day of vacation for every 400 hours worked;
- (8) To pay at least four hours of work if EDA calls the employee to work and the employee reports to work but there is no work;
- (9) To ensure that no employees are retaliated against or denied employment by EDA because they have sought support or advice from a lawyer or community-based organization, or in any other way have taken steps to determine or assert their employment rights under state or federal laws;
- (10) To provide all EDA employees with logbooks produced by the Office of the Attorney General (or substantially similar logbooks) for employees to keep track of dates and hours worked;
- (11) To collaborate with the Centro Comunitario de Trabajadores to provide EDA employees with training and education on workplace safety and rights;
- (12) To establish and report to a committee that meets every 2 months in order to monitor and enforce the terms of agreement. This committee should consist of representatives from the workers, the community, and EDA.

Agreed to:

Lucio Avila
Employment on Demand Agency, Inc.

Liberal Melo
Employment on Demand Agency, Inc.

Jose Avila
Employment on Demand Agency, Inc.

Adrian Ventura, Organizing Director
Centro Comunitario de Trabajadores

Rolando Oliva, Education Director
Centro Comunitario de Trabajadores

Dated: _____