

HB 2057-5
(LC 2204)
3/24/23 (JAS/ps)

Requested by Representative ELMER (at the request of Oregon Concrete and Aggregate Producers Association)

**PROPOSED AMENDMENTS TO
HOUSE BILL 2057**

1 On page 1 of the printed bill, delete lines 4 through 28 and delete pages
2 2 and 3 and insert:

3 **“SECTION 1. Sections 2 and 3 of this 2023 Act are added to and
4 made a part of ORS chapter 652.**

5 **“SECTION 2. (1) As used in this section and section 3 of this 2023
6 Act:**

7 **“(a) ‘Construction’ has the meaning given that term in ORS 701.410.**

8 **“(b) ‘Construction labor contractor’ has the meaning given that
9 term in ORS 658.405.**

10 **“(c) ‘Contractor’ has the meaning given that term in ORS 701.410.**

11 **(d) ‘Owner’ has the meaning given that term in ORS 701.410.**

12 **“(e) ‘Subcontractor’ has the meaning given that term in ORS
13 701.410.**

14 **(2) A contractor who enters into a construction contract with a
15 subcontractor that is supplied with workers by a construction labor
16 contractor to perform construction work on a project shall be jointly
17 and severally liable in any civil or administrative action for any unpaid
18 wages owed to the workers supplied to the subcontractor at any tier
19 for the performance of labor on the project, and any damages, penalty
20 wages or attorney fees or costs incurred in an action brought by the
21 worker.**

1 **“(3)(a) A civil action under this section to recover unpaid wages**
2 **must be commenced within six years from the date on which the**
3 **wages became due.**

4 **“(b) A civil action under this section to recover unpaid overtime**
5 **wages must be commenced within two years from the date on which**
6 **the wages were earned.**

7 **“(4) Except as provided in subsection (5) of this section, any agree-**
8 **ment or release by a worker described in subsection (2) of this section**
9 **or subcontractor to waive liability assigned to a contractor under this**
10 **section is invalid.**

11 **“(5) Nothing in this section is intended to diminish the rights,**
12 **privileges or remedies of an employee under a collective bargaining**
13 **agreement.**

14 **“(6) This section does not prohibit a contractor from entering into**
15 **an agreement with a subcontractor to indemnify the contractor for the**
16 **liability described in subsection (2) of this section, provided that the**
17 **agreement does not diminish the rights afforded under this section to**
18 **a worker described in subsection (2) of this section.**

19 **“(7) Nothing in this section impairs the right of a contractor to**
20 **bring an action against a subcontractor for the amounts of unpaid**
21 **wages and any damages or attorney fees paid by a contractor under**
22 **this section.**

23 **“(8) This section does not apply to work performed under a public**
24 **contract under ORS 279C.800 to 279C.870.**

25 **“(9) The Commissioner of the Bureau of Labor and Industries may**
26 **adopt any rules necessary to implement the provisions of this section.**

27 **“SECTION 3. (1) Any subcontractor that is supplied with workers**
28 **by a construction labor contractor and with whom a contractor has**
29 **entered into a contract to perform a portion of a construction project**
30 **within the scope of a construction contract between the contractor**

1 and an owner shall provide the following records to the contractor,
2 upon the contractor's request:

3 “(a) Certified payroll reports that, at a minimum, include sufficient
4 information for the contractor to determine whether a subcontractor
5 has paid in full all wages earned by the workers who were supplied to
6 the subcontractor by the construction labor contractor to perform
7 work on the project as part of the workers' total compensation.

8 “(b) The name, address and phone number of a contact for the
9 subcontractor.

10 “(c) The names of all workers who were supplied to the subcon-
11 tractor by the construction labor contractor and who performed work
12 on the construction project, along with a notation of whether each
13 worker is classified as an employee or an independent contractor of
14 the construction labor contractor.

15 “(d) The name of any construction labor contractor with whom the
16 subcontractor contracts.

17 “(e) The anticipated contract start date and scheduled duration of
18 work.

19 “(2) A subcontractor's failure to comply with this section does not
20 relieve a contractor of the liability prescribed by section 2 of this 2023
21 Act.

22 “(3) Nothing in this section alters a contractor's obligation to
23 timely pay a subcontractor under ORS chapter 701, except that a con-
24 tractor may:

25 “(a) Withhold payment to a subcontractor because of the
26 subcontractor's failure to comply with the request for records under
27 subsection (1) of this section; and

28 “(b) Withhold payment to a subcontractor if the contractor has paid
29 wages, on behalf of the subcontractor, to the workers supplied by the
30 construction labor contractor to the subcontractor.

1 **“SECTION 4. Sections 2 and 3 of this 2023 Act apply to labor per-**
2 **formed by workers supplied by a construction labor contractor to**
3 **perform work on a project for a contractor or subcontractor on or**
4 **after the effective date of this 2023 Act.”.**

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