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The question of whether an employee of a staffing agency can pursue a civil tort claim against his temporary employer, for an injury that occurred while working as a temporary employee, was recently decided in Massachusetts against the temporary employee. The Massachusetts Court held that an Alternate Employer Endorsement to a Workers Compensation Policy held by the staffing agency from whom the temporary employee was borrowed provided workers compensation immunity to the temporary/special employer and limited the temporary employee to pursuing his negligence claims in workers compensation proceedings.

In reaching this conclusion, the court found first that Plaintiff, a temporary worker hired by an industrial staffing agency and assigned to the temporary employer to conduct work related to the production of filtration membrane systems, had two employers: the staffing agency (i.e. his general employer) and the temporary employer (i.e. his special employer). The staffing agency was his general employer by virtue of the fact that it had hired him and paid his wages, among other things. The temporary employer was his special employer by virtue of the fact that it directed and controlled the tasks that he was to perform.

The Court next found that, under the authority of *Molina v. State Garden, Inc.*, 88 Mass. App. Ct. 173 (2015), an Alternate Employer Endorsement to the staffing agency's workers compensation policy covered the temporary employer. Plaintiff attempted to persuade the Court that the Alternate Employer Endorsement was ineffective because it did not specifically identify or name the temporary employer as an alternate employer of the staffing agency's employees, and because the temporary employer had not paid for the workers compensation policy at issue. However, the Court rejected these arguments. In doing so, it noted that the staffing agency was contractually obligated to provide workers compensation coverage to the temporary employer as an alternate employer via an alternate employer endorsement, and that the Alternate Employer Endorsement, even in blanket (as opposed to scheduled) form, was recognized by the highest court in Massachusetts – the Supreme Judicial Court – in *Molina* as extending workers compensation immunity to a temporary employee's special employer.