

# MAINE STATE LEGISLATURE

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# STATE OF MAINE

Inter-Departmental Memorandum Date December 18, 1974

To Paul K. Lovejoy, Div. Director,  
Minimum Wage & Child Labor

Dept. Labor and Industry

From Charles R. Larouche, Assistant

Dept. Attorney General

Subject Unfair agreement to withhold driver wages for losses

This replies to your November 26, 1974, memo concerning the subject.

I understand from your memo and our discussions that you believe that S company, which is engaged in the transportation of frozen foods, requires their drivers to be responsible for the shipment until it arrives at destination; that the company further requires the drivers to agree that any losses or damages to the shipment will be repaid to the company by means of a deduction from their wages; and that this agreement is required from the drivers by the company as a condition to the driver securing or retaining his employment; and I further understand that such an agreement was entered into, as required, by C; that on a recent trip C was short some of his shipment and that the company withheld a complete pay check in the amount of approximately \$281, representing the loss in the shipment.

I understand your question to be, does the above-described agreement and the withholding of wages pursuant to it constitute a violation of Title 26, § 629. The answer to that question is affirmative.

Section 629 provides that:

"No person, firm or corporation shall require or permit any person as a condition of securing or retaining employment to work without monetary compensation or when having an agreement, verbal, written or implied, that a part of such compensation should be returned to the person, firm or corporation for any reason other than for the payment of a loan, debt or advance made to the person, or for the payment of any merchandise purchased from the employer, or for sick or accident benefits, or life or group insurance premiums, excluding compensation insurance, which an employee has agreed to pay, or for rent, light or water expense of a company owned house or building."

It is clear that § 629 prohibits all agreements, as a condition for securing or retaining employment, authorizing deductions from compensation by the employer other than the specified exceptions. It is also clear that such a conditioned agreement which purports to

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authorize a deduction from compensation for losses or damages to the employer's property is not included within the exceptions specified in § 629. Accordingly, the agreement and the deduction violate § 629.

If I can be of any further aid to you in this matter, please advise me.



CHARLES R. LAROCHE  
Assistant Attorney General

CRL:mfe