

## **Alert | Labor & Employment**



**October 2025**

### **Massachusetts Pay Transparency Law Takes Effect on Oct. 29, 2025**

Effective Oct. 29, 2025, the Massachusetts law governing pay transparency, *An Act Relative to Salary Range Transparency*, will require covered employers in Massachusetts to disclose pay ranges in job postings.

#### **Pay Range Requirements**

The Act imposes three requirements on covered employers:

1. Disclose the pay range for a position in any job posting;
2. Disclose to a current employee, upon request, the pay range for their current position; and
3. Disclose to a current employee the pay range for a new position when offered a promotion or transfer to such position.

#### **Covered Employers**

Any employer, public or private, that employs 25 or more employees in Massachusetts, is a covered employer. The Office of the Massachusetts Attorney General, which is responsible for enforcing the Act, has published guidance (AG Guidance) regarding various compliance questions. With respect to out-of-state employers, the AG Guidance provides that an employee's primary place of work is the location where

the employee does most of their work for the employer. This is consistent with the definition the attorney general utilizes in interpreting the Massachusetts Earned Sick Time Law.

## **Employees**

An “employee,” as defined by the Act, is “[a]ny person who performs services for an employer for wage, remuneration, or other compensation.” This includes all full-time, part-time, seasonal, and temporary employees.

## **Calculating Headcount**

The AG Guidance states that employers should calculate their headcount once per year, as an average over all of the payroll periods of that year. Employers should do this by adding the number of employees, including full-time, part-time, seasonal, and temporary employees, on the payroll during each pay period of the year and dividing by the number of pay periods. If the average for the year is 25 or more employees, the employer is a covered employer and must comply with the pay range transparency requirements. Out-of-state remote employees, whose primary place of work is Massachusetts, count toward a Massachusetts employer’s headcount.

## **Calculating Pay Range**

The Act defines the “pay range” as “the annual salary range or hourly wage range that the employer reasonably and in good faith expects to pay for such a position at that time.” In stating the minimum and maximum annual salary or hourly wage for a position, the range “may extend from the lowest to the highest annual salary or hourly wage the employer reasonably and in good faith believes at the time of the posting it would pay for the advertised job, promotion or transfer opportunity.”

## **Job Postings**

A posting is defined as “any advertisement or job posting intended to recruit job applicants for a particular and specific employment position, including, but not limited to, recruitment done directly by a covered employer or indirectly through a third party.” The requirement applies to postings that are for jobs where the primary place of work is Massachusetts.

## **Pay Information to Current Employees**

A pay range must be disclosed to current employees in two circumstances. First, upon request, a pay range must be provided for a “particular and specific” position to an incumbent employee holding such position even if there is no vacancy in that role. Second, without any requirement for a request, a pay range must be provided for a “particular and specific” position to an employee who is offered a promotion or transfer to a new position with different job responsibilities.

## **Penalties**

A covered employer who violates the requirements of the Act is subject to the following penalties:

- warning for the first offense;
- a fine of not more than \$500 for the second offense;
- a fine of not more than \$1,000 for the third offense; and

- a fourth or subsequent offense shall be subject to fines up to \$25,000, and other remedies set forth in G.L.c. 149, §27C.

There is a one-year grace period. Until Oct. 29, 2026, covered employers will have two business days to cure defects upon receipt of a Notice to Cure letter from the Massachusetts Attorney General's Office.

It is unlawful for an employer to retaliate against an employee because the employee requests a salary range under the Act.

### Employer Considerations

- In determining covered employer status, employers may wish to confirm the location of all employees, notably remote employees, to determine employees' primary place of work.
- Employers may consider conducting an internal analysis to determine appropriate pay ranges.
- Companies may wish to train human resources and recruiting staff on updating job postings and responding to employee requests for their position's pay range.

## Authors

This GT Alert was prepared by:

- **Terence P. McCourt** | +1 617.310.6246 | [mccourtt@gtlaw.com](mailto:mccourtt@gtlaw.com)
- **Abby M. Druhot**<sup>~</sup> | Law Clerk/JD | Boston

<sup>~</sup> Not admitted to the practice of law.

### Additional Contacts

- **Jack S. Gearan** | +1 617.310.5225 | [gearanj@gtlaw.com](mailto:gearanj@gtlaw.com)
- **Justin F. Keith** | +1 617.310.6230 | [Justin.Keith@gtlaw.com](mailto:Justin.Keith@gtlaw.com)
- **John R. Richards** | +1 617.310.6070 | [John.Richards@gtlaw.com](mailto:John.Richards@gtlaw.com)
- **Kelly M. Pesce** | +1 617.310.5224 | [Kelly.Pesce@gtlaw.com](mailto:Kelly.Pesce@gtlaw.com)
- **Katherine A. Barry** | +1 617.310.6000 | [Kate.Barry@gtlaw.com](mailto:Kate.Barry@gtlaw.com)
- **Amanda L. Carney** | +1 617.310.5268 | [carneya@gtlaw.com](mailto:carneya@gtlaw.com)

Abu Dhabi<sup>†</sup>. Albany. Amsterdam. Atlanta. Austin. Berlin<sup>~</sup>. Boston. Charlotte. Chicago. Dallas. Delaware. Denver. Dubai<sup><</sup>. Fort Lauderdale. Houston. Kingdom of Saudi Arabia<sup><</sup>. Las Vegas. London<sup>\*</sup>. Long Island. Los Angeles. Mexico City<sup>\*</sup>. Miami. Milan<sup>\*</sup>. Minneapolis. Munich<sup>~</sup>. New Jersey. New York. Northern Virginia. Orange County. Orlando. Philadelphia. Phoenix. Portland. Sacramento. Salt Lake City. San Diego. San Francisco. São Paulo<sup>></sup>. Seoul<sup>∞</sup>. Shanghai. Silicon Valley. Singapore<sup>~</sup>. Tallahassee. Tampa. Tel Aviv<sup>^</sup>. Tokyo<sup>\*</sup>. United Arab Emirates<sup><</sup>. Warsaw<sup>~</sup>. Washington, D.C. West Palm Beach. Westchester County.

*This Greenberg Traurig Alert is issued for informational purposes only and is not intended to be construed or used as general legal advice nor as a solicitation of any type. Please contact the author(s) or your Greenberg Traurig contact if you have questions regarding the currency of this information. The hiring of a lawyer is an important decision. Before you decide, ask for written information about the lawyer's legal qualifications and experience. Greenberg Traurig is a service mark and trade name of Greenberg Traurig, LLP and Greenberg Traurig, P.A. <sup>\*</sup>Greenberg Traurig's Abu Dhabi office is a branch of Greenberg Traurig, P.A., which is registered with the Abu Dhabi Global Market Registration Authority (Registration No. 29906) and licensed to carry out legal services and regulated as a DNFBP by the ADGM Financial Services Regulatory Authority. <sup>~</sup>Greenberg Traurig's Berlin and Munich offices are operated by*

*Greenberg Traurig Germany, LLP, an affiliate of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. ‹Greenberg Traurig's Dubai office is operated by Greenberg Traurig Limited, a company registered in the Dubai International Financial Centre (Registration No. CL7238), regulated as a DNFBP by the Dubai Financial Services Authority and licensed by The Government of Dubai Legal Affairs Department. ‹Greenberg Traurig operates in the Kingdom of Saudi Arabia through Greenberg Traurig Khalid Al-Thebity Law Firm, a professional limited liability company, licensed to practice law by the Ministry of Justice. \*Operates as a separate UK registered legal entity. +Greenberg Traurig's Mexico City office is operated by Greenberg Traurig, S.C., an affiliate of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. »Greenberg Traurig's Milan office is operated by Greenberg Traurig Studio Legal Associato, an affiliate of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. ›Greenberg Traurig's São Paulo office is operated by Greenberg Traurig Brazil Consultores em Direito Estrangeiro – Direito Estadunidense, incorporated in Brazil as a foreign legal consulting firm. Attorneys in the São Paulo office do not practice Brazilian law. ∞Operates as Greenberg Traurig LLP Foreign Legal Consultant Office. \*Greenberg Traurig's Singapore office is operated by Greenberg Traurig Singapore LLP which is licensed as a foreign law practice in Singapore. ^Greenberg Traurig's Tel Aviv office is a branch of Greenberg Traurig, P.A., Florida, USA. ¨Greenberg Traurig's Tokyo Office is operated by GT Tokyo Horitsu Jimusho and Greenberg Traurig Gaikokuhojimubengoshi Jimusho, affiliates of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. ‹Greenberg Traurig's United Arab Emirates office is operated by Greenberg Traurig Limited. ~Greenberg Traurig's Warsaw office is operated by GREENBERG TRAUIG Nowakowska-Zimoch Wysokiński sp.k., an affiliate of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. Certain partners in GREENBERG TRAUIG Nowakowska-Zimoch Wysokiński sp.k. are also shareholders in Greenberg Traurig, P.A. Images in this advertisement do not depict Greenberg Traurig attorneys, clients, staff or facilities. No aspect of this advertisement has been approved by the Supreme Court of New Jersey. ©2025 Greenberg Traurig, LLP. All rights reserved.*