2020 Employment Law Update

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INTRODUCTION

2019 → 2020

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INTRODUCTION

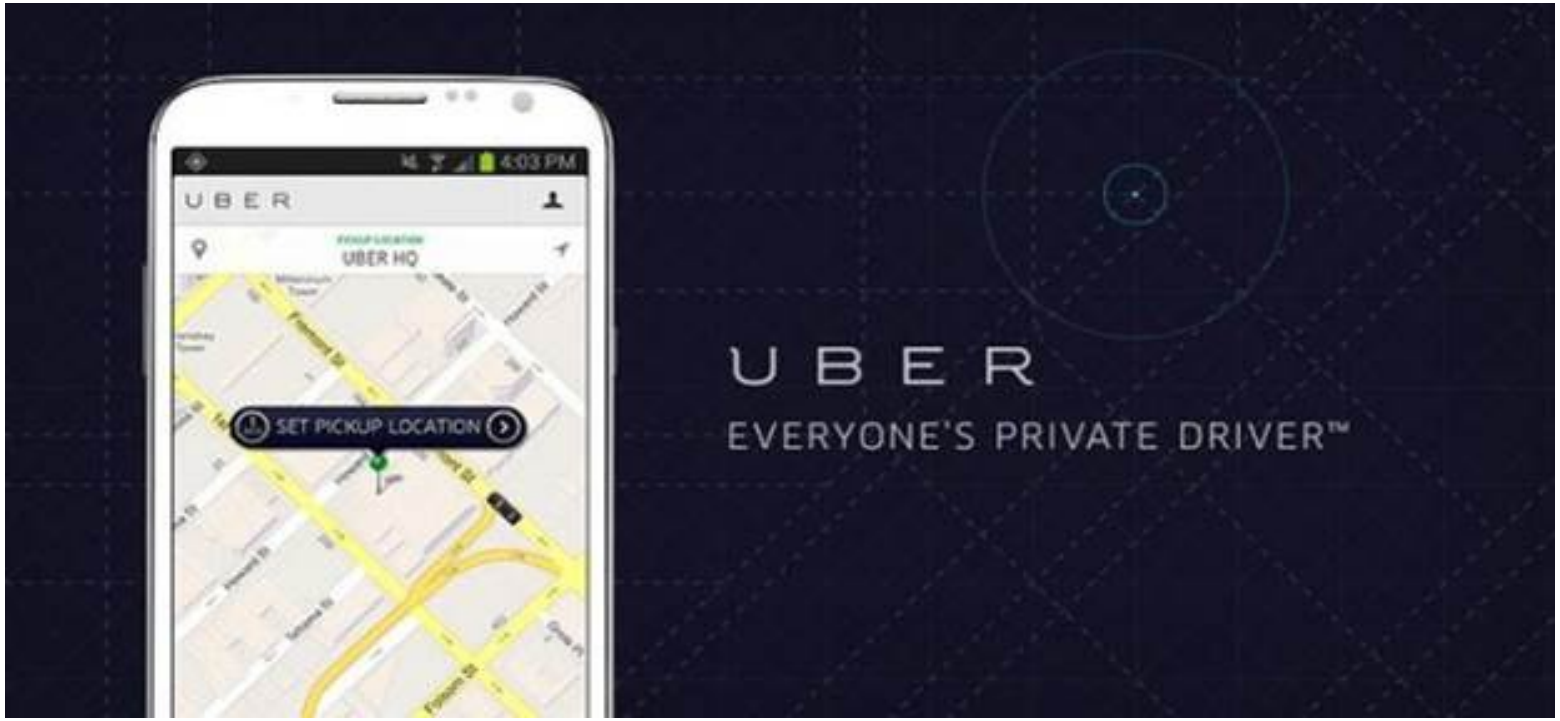
- Legislative Recap
  - Congress Nearly Comatose (90 bills passed; 72 signed)
  - California Legislature Hyperactive
    - 2,625 Bills Introduced
    - 1,042 Bills Passed to Governor
    - 870 Bills Signed by Governor
- Trend – California Legislature Distrusts Employers
- Trend – Gov. Newsom Less Inclined to Veto

KEY TOPIC AREAS

- Independent Contractors
- New Wage and Hour Laws
- Discrimination/Harassment
- Leaves of Absence Law
- Health & Safety / Privacy
- Documentation
- Employment Policies/NLRB
- What's Next?

INDEPENDENT CONTRACTORS

The Impact of Uber



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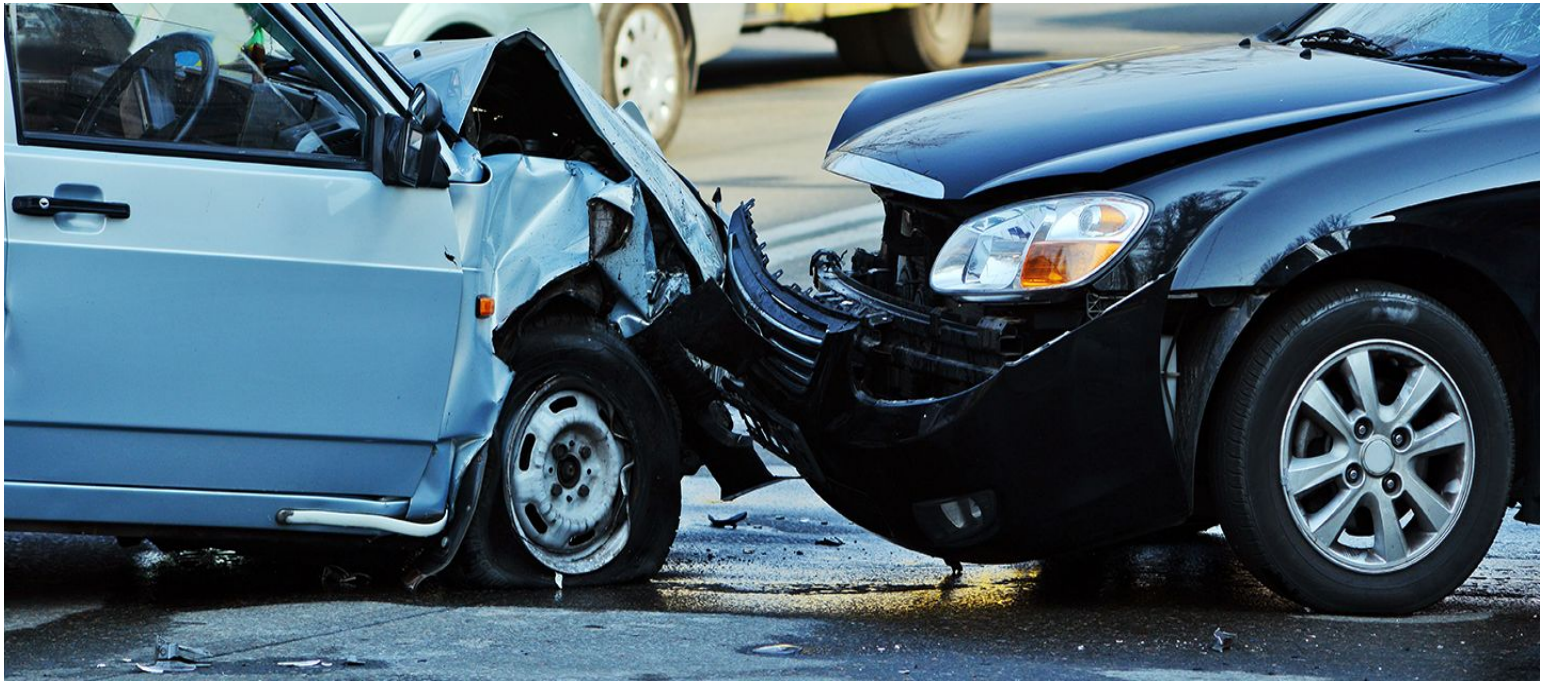
INDEPENDENT CONTRACTORS

- The Impact of Dynamex



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INDEPENDENT CONTRACTORS

- The New Law in California: AB 5
  - Adopts the ABC Test
  - Applies to the CA Labor Code and Unemployment Insurance Code
  - Requires an employer to establish 3 things:
    - The worker is free from the control and direction of the hiring entity;
    - The worker performs work that is not the business of the hiring entity; and
    - The worker is customarily engaged in an independently established trade or business of the same nature as the work that worker is performing for the hiring entity.

INDEPENDENT CONTRACTORS
AB 5: WHO IS EXEMPT?

- Exempt occupations include:
  - Licensed insurance agents
  - Doctors, lawyers, architects and engineers
  - Professional services, such as marketing, HR, graphic designers, writers, fine artists and travel agents
  - Financial service providers, such as accountants, registered securities broker-dealers or investment advisers
  - Tutors
  - Direct sales salespersons
  - Real estate licensees
  - Commercial fishermen
  - Workers providing licensed barber or cosmetology services
  - Builders and contractors
  - AAA-affiliated tow truck drivers

INDEPENDENT CONTRACTORS

AB 5: WHO IS NOT EXEMPT?

- Industries that lobbied but lost:
  - Ride sharing companies
  - Truckers
  - Commercial janitors
  - Nail salon workers
  - Physical therapists
  - Health aides
  - Campaign workers
  - Translators
  - Strippers
  - Rabbis and priests

INDEPENDENT CONTRACTORS
EXEMPT = "BORELLO TEST"

- Whether the person performing services is engaged in an occupation or business distinct from that of the principal;
- Whether or not the work is regular or integral part of the business of the principal or alleged employer;
- Whether the principal or the worker supplies the instrumentalities, tools, and the place for the person doing the work;
- Whether the alleged employee has invested in the equipment or materials required by his or her task and/or invested in his or her own employees or helpers;
- Whether the service rendered requires special skill;
- The kind of occupation, with reference to whether, in the locality, the work is usually done under the direction of the principal or by a specialist without supervision;
- The alleged employee's opportunity for profit or loss depending on his or her managerial skill;
- The length of time for which the services are to be performed;
- The degree of permanence of the working relationship; and
- The method of payment, whether by time or by job.

INDEPENDENT CONTRACTORS
EFFECTIVE DATE?

"Specified Labor Code provisions of the bill apply retroactively to existing claims and actions to the maximum extent permitted by law while other provisions apply to work performed on or after January 1, 2020."

Beginning January 1, 2020: The ABC test applies for purposes of the Unemployment Insurance Code and all other provisions of the Labor Code "not relating to the wage orders."

Why? Because Dynamex applied to the determination of who was an employee under the CA wage orders.

Beginning July 1, 2020: The ABC test applies for purposes of workers' compensation.

NEW WAGE AND HOUR LAWS

- Significant court decision addressing reporting time pay
- Previously, reporting time pay was considered owing if the person actually reported to work and you sent them home because business was slow. A CA Court of Appeal held in *Ward v. Tilley's* that if a business requires an employee to call before a scheduled shift to find out if he or she is needed, then the reporting time pay obligation is triggered.

NEW WAGE AND HOUR LAWS

- Previously, the Labor Commissioner could recover penalties for failing to pay wages ($100 for the first violation; $200 for every violation thereafter)
- AB 673: Now employees can bring a private action to recover either statutory penalties against an employer before the Labor Commissioner or enforce civil penalties under the Private Attorney General Act ("PAGA")

NEW WAGE AND HOUR LAWS

- SB 688 authorizes the Labor Commissioner to issue citations and recover amounts owed by an employer who had paid less than the wages set by a contract, even if that wage was more than minimum wage.

NEW WAGE AND HOUR LAWS

- For Baseball Teams: Park employees can be paid on the next regular payday after the season ends (rather than being required to be paid the day the season ends since they are essentially terminated as of that day).
- For Print Shoot Employees: Photographers hired for a limited time to do a still image shoot for use in print, digital or internet media can be paid on the next regular payday after the shoot (rather than as soon as the shoot wraps).

DISCRIMINATION/HARASSMENT

- 2019 Trends – #metoo continues
  - EEOC received 14% more sexual harassment charges
  - EEOC received 10% fewer discrimination charges
- AB 9 – Expanded FEHA Statute of Limitations
- SB 142 – Expanded Lactation Accommodation
- SB 188 – Expanded FEHA to Hairstyles (CROWN Act)
- SB 778/530 – Sexual Harassment Training Deadline
- ADA Update – Shifting Focus for Plaintiff Lawyers
- Other Changes

DISCRIMINATION/HARASSMENT

- AB 9 – Expanded FEHA Statute of Limitations
  - Existing law (50 Years) – one year to file DFEH claim
    - Employee has one year after DFEH closure to file lawsuit
    - Total time from departure to lawsuit two years
  - AB 9 – Extends deadline to file DFEH claim to three years
    - Previously vetoed by Gov. Brown

      One year deadline "not only encourages prompt resolution while memories and evidence are fresh, but also ensures that unwelcome behavior is promptly reported"
    - New limit is three times prior limit; six times federal limit (six months)
    - SOL runs from DFEH initial intake form, not from formal claim
  - Total time from employee departure to lawsuit – Four Years
  - Effective 1/1/20 – does not revive lapsed claims
  - Critical to prepare and maintain good documentation
    - SOL longer than statutory obligation to maintain records

DISCRIMINATION/HARASSMENT

- SB 142 – Expanded Lactation Accommodation
  - Existing law – reasonable break time with reasonable location other than bathroom
  - SB 142 modeled after San Francisco ordinance – previously vetoed by Gov. Brown
    - Room must be near work area, shielded from view, free from intrusion
    - Room must be safe, clean and free from hazardous materials
    - Room must contain surface for breast pump/personal items, seating and access to electricity
    - There must be access to refrigerator and sink with running water near work area
    - If multi-purpose room used then lactation must take precedence
  - Ag employer can provide private, enclosed, shaded space (air-conditioned truck cab)
  - Employer in multi-tenant building can provide joint space with other employers
  - Employer must develop/implement lactation policy and provide to all employees
  - Labor Code violation with $100 penalty per occurrence; DLSE handles complaints
  - Employer with <50 employees may apply for hardship exemption
    - Must show undue hardship based on significant difficulty or expense
    - Must make reasonable effort to provide area other than bathroom stall close to workspace

DISCRIMINATION/HARASSMENT

- SB 188 – Expanded FEHA to Hairstyles (CROWN Act)
  - Creating a Respectful and Open Workplace for Natural Hair
  - Designed to prevent "Eurocentric professional norms" by prohibiting "workplace dress code and grooming policies that prohibit natural hair, including afros, braids, twists, and locks"
  - Bans discrimination based on protected characteristic or being perceived as having protected characteristic
  - Amends Definition of "Race" to include "traits historically associated with race, including but not limited to, hair texture and protective hairstyles"
  - Existing FEHA exception for bona fide occupational qualification or security reasons may apply
  - CA is first state to adopt this policy, but others are in process

DISCRIMINATION/HARASSMENT

- SB 778/530 – Extend Sexual Harassment Training Deadline
  - Existing Law (2005) – Employers with >50 employees required to provide two hours of training to supervisors every two years
  - 2018 Expansion
    - Requirement applies to all employers with >5 employees
    - Added requirement for one hour of training to **all** employees
    - Applies to seasonal/temporary workers after 30 days or 100 hours
    - 1/1/20 deadline for compliance
  - Statutes extend deadline for compliance to 1/1/21
    - Employees trained in 2018 do not need to be retrained for two years
    - New employees must be trained within six months – unclear if prior to 1/1/21
  - Training can be individual or group; DFEH to create sample courses
  - Special rules for construction and janitorial industries

DISCRIMINATION/HARASSMENT

- ADA Update – Shifting Focus for Plaintiff Lawyers
  - The Return of Jarek Molski?
  - Website ADA Claims
    - *Robles vs. Dominos* (9th Cir. 1/19), cert. denied by US Supreme Court (10/19)
      - ADA covers websites with a nexus to physical place of public accommodation
      - Businesses may be liable for ADA website violations even though there are no regulations specifying website accessibility requirements
      - Courts look to Web Content Accessibility Guidelines (WCAG): (1) is website perceivable; (2) is website operable; (3) is website understandable; (4) is website robust
    - *White v. Square* (CA Sup. Ct. 8/19) – disabled website user has standing under Unruh Act
    - Many local businesses receiving demand letters under ADA and Unruh Act
  - Gift Card Claims
    - More than 100 ADA lawsuits filed since October over gift cards which are not in Braille
    - Viability of claim is untested at this point

DISCRIMINATION/HARASSMENT

- Other Changes
  - SB 41 – Prohibits use of race/gender/ethnicity in calculating damages for lost earnings
  - AB 1820 – DFEH may bring civil action for violations of federal statutes (Title VII, ADA, etc.)
  - AB 543 – Public/charter schools (9-12) required to provide sexual harassment policy to students and to display a poster containing sexual harassment policy
  - AB 333/SB 322 – Whistleblower protection extended to patients' rights advocates at county mental health centers and to health care workers
  - AB 241-242/SB 464 – Physicians, nurses, lawyers, court personnel, hospital/birth center personnel required to receive implicit bias training
  - AB 1510 – Sexual assault claims from student health centers during 1998-2016 revived if damages exceed $250,000
  - AB 17 – Prohibits employer from requesting employee to bring vote by mail ballots to work or to mark ballots at work; $10,000 civil fine for violations
  - *Scott v. San Diego* – Employee not liable for attorney fees under FEHA unless action is frivolous, even if employee rejects offer under CCP 998
  - Latest Trend "OK Boomer" – not okay in the office

LEAVES OF ABSENCE LAW

- Expanded protection for organ donors. Currently, employers must allow up to 30 days PAID leave if an employee needs to take a leave because he or she donated an organ. New law requires employers to allow an additional 30 days of UNPAID leave.
- Domestic partnerships. Previously defined as between two adults of the same or opposite sex. Now, it is defined as between any two adults over the age of 18.

LEAVES OF ABSENCE LAW

- CFRA: Expanded for airline employees (with different eligibility requirements). A new CFRA Medical Certification form was published on 4-1-19 to remove gender specific pronouns.
- FMLA: DOL issued an opinion letter clarifying two things:
  - That you cannot delay designation of FMLA-qualifying leave even if the employee says he or she would prefer that the designation be delayed (so can't let the employee first exhaust paid time off before starting FMLA leave); and
  - That you cannot designate more than 12 weeks of leave (or 26 for military caregiver leave) as FMLA leave.

LEAVES OF ABSENCE LAW

PAID FAMILY LEAVE

- Beginning 7-1-20, an employee who is eligible for paid family leave – absent from work to care for a seriously ill family member or to bond with a minor child within one year of birth or placement of the child
- Can now receive benefits for a longer period of time. Previously, PFL was for 6 weeks. Now, PFL has been expanded to 8 weeks.

HEALTH & SAFETY

FSA's

- Flexible Spending Accounts ("FSA")
- If you have one, you have to warn your employees who participate in the FSA of any deadline to withdraw funds before the plan end date in at least two ways (email, telephone, text, mail or in-person).

HEALTH & SAFETY

- AB 1805 changes the definition of “serious injury or illness” and “serious exposure” so it is the same as the definition under federal law.
  - Previously, CA defined “serious injury or illness” as one requiring inpatient hospitalization for more than 24 hours
  - Now, the 24 hour minimum has been eliminated. So if an employee has been admitted for inpatient hospitalization for any length of time, the employer must report it.
- “Serious exposure” was defined as exposure to a hazardous substance when there was a substantial probability of death or serious harm. Now, the trigger is when there is a “realistic possibility.”

HEALTH & SAFETY

- Valley Fever: AB 203 applies to the construction industry, requires training on Valley Fever for employees working in counties where the disease is highly prevalent.
- Restraining orders: Expands who can get a “gun violence restraining order.” Previously, only immediate family members and law enforcement could petition a court for an order prohibiting a person from owning, possessing, etc., a firearm. SB 61 now allows employers, co-workers (with employer approval) or an employee or teacher of a secondary school to file a petition.

PRIVACY

- Data Collection: In June of 2018, the CA Consumer Privacy Act was passed allowing consumers to request that certain private data collected be deleted from a company's records. The law was worded in a way that suggested that employees could request that this data be deleted from a company's personnel files.
  - AB 25 clarified this by exempting certain information from the CA Consumer Privacy Act: information collected in the context of an employment application or employment.
  - But the exemption has a short horizon, applies only until 2021, to give employers and lawmakers time to consider the application of the privacy act to employers.

DOCUMENTATION

- Arbitration Agreements
  - SB 707 – Remedies for Breach of Arbitration Agreements
  - AB 51 – Ban on Mandatory Arbitration Agreements
- Settlement Agreements
  - AB 749 – Ban on No Rehire Provisions in Settlement Agreements
- Other Documentation Issues
  - Non-Compete Provisions
  - Non-Solicitation Provisions
  - Electronic Acceptance of Employment Documents

DOCUMENTATION

- Background of Arbitration Agreements
  - Arbitration agreements used in employment/consumer context
    - Over 60 million employment contracts
    - Over 800 million consumer contracts
  - Stated reason is efficiency – arbitration faster, cheaper, less risk
    - Is it faster? 85% of arbitrations take as long as court proceedings
    - Is it cheaper? Arbitrator fees can be $10,000-$20,000 per day
    - Is there less risk? No judicial review or appeal
  - Judicial Requirements
    - Procedural fairness (circumstances of executing agreement)
      - If agreement is totally voluntary then valid
      - If agreement not totally voluntary then look to substantive fairness
    - Substantive fairness (arbitration process itself)
      - Neutral arbitrator, comprehensive relief, right to discovery, written award
      - Arbitration must be as affordable as court proceedings – business must pay arbitrator fees
      - Arbitration does not apply to some claims (PAGA)

DOCUMENTATION

- SB 707 – Remedies for Breach of Arbitration Agreement
  - Arbitration agreement requires employer to pay arbitration fees
  - Issue when employer forces arbitration and then does not pay fees
    - Arbitration does not proceed
    - Employee has no remedy to have case heard
  - SB 707 applies in both consumer and employment context
  - If drafting party breaches arbitration agreement then it waives arbitration
  - Failure to pay arbitration fees within 30 days is a breach of agreement
- Remedy – Employee may sue in court or continue with arbitration
  - Court **shall** impose sanctions for reasonable expenses/attorneys' fees
  - Court awards evidentiary or terminating sanctions unless unjust to do so

DOCUMENTATION

- AB 51 – Ban on Mandatory Arbitration Agreements
  - Prohibits conditioning employment or employment benefits on waiver of rights under FEHA or the Labor Code
    - Does not apply to common law claims (breach of contract, wrongful termination, etc.)
    - Prohibits requiring an employee to opt out of agreement to avoid arbitration
    - Permits agreement if employee voluntarily and affirmatively chooses arbitration (opt in)
    - Does not apply to post-dispute settlement agreements
    - Does not apply to negotiated severance agreements
  - Prohibits retaliation against applicant/employee for refusing to sign arbitration agreement
  - Violation creates both civil and criminal liability
    - Private right of action under FEHA including damages, injunction and attorneys' fees
    - Misdemeanor under the Labor Code
  - Does not impact existing agreements unless modified or extended after 1/1/20

DOCUMENTATION

- AB 51 – Ban on Mandatory Arbitration Agreements
  - Gov. Brown vetoed similar bill stating it "plainly violates federal law"
    - Federal Arbitration Act (FAA) expresses clear preference for arbitration
    - US Sup. Ct. – state laws which restrict arbitration are pre-empted by FAA
    - New York statute similar to AB 51 invalidated by federal judge earlier this year
  - AB 51 states it is "not intended to invalidate a written agreement that is otherwise enforceable under the Federal Arbitration Act"
    - Agreements not covered by FAA are valid
    - FAA applies to employers involved in interstate commerce
  - AB 51 likely to be challenged in court
    - Considerable ambiguity in statute – grounds for invalidation
    - Possible violation of FAA – grounds for invalidation
    - Arbitration industry motivation to challenge
    - Possible risk to employer – may be sued in class action with penalties, attorneys' fees

DOCUMENTATION

- AB 51 – Ban on Mandatory Arbitration Agreements
  - Options for Employer
    - Do not enter, modify, or extend arbitration agreements after 1/1/20
    - Limit agreements after 1/1/20 to non-FEHA and Labor Code claims
      - Is there value to this?
    - Revise arbitration agreements to insure completely voluntary
      - State that agreement is governed by federal law (FAA)
      - Carve out right to pursue administrative proceedings with state/federal agencies
      - Explain that signing is not a condition of employment – require employee to "opt in"
      - Create a stand alone document in simple language with large font
      - Give employee sufficient time to review and/or obtain advice of counsel
      - Provide translation if employee cannot easily read English
      - Provide consideration other than employment for acceptance of agreement ($$)
    - Ignore issue and hope for the best

DOCUMENTATION

- Settlement Agreements – AB 749 – Ban on "No Rehire" Provisions
  - Many employers place "no rehire" provisions in Settlement Agreements
  - AB 749 states:

    "An agreement to settle an employment dispute shall not contain a provision prohibiting, preventing or otherwise restricting a settling party that is an aggrieved person from obtaining future employment with the employer against which the aggrieved person has filed a claim or any parent company, subsidiary, division, affiliate or contractor of the employer"
  - "Employment disputes" include claims filed with court, administrative agency, ADR or internal complaint process
  - Does not apply to severance or separation agreements if there is no "dispute"
  - Exceptions to ban – permissible to include "no rehire" provision
    - If employer has good faith belief that employee engaged in sexual assault/harassment
    - If employer has legitimate reason for termination which is clearly documented
  - Provision which violates ban is void as a matter of law and against public policy

DOCUMENTATION

- Other Documentation Issues
  - Non-Compete Provisions – *NuVasive Inc. v. Miles (Del. 2019)*
    - NuVasive (DE company with CA headquarters) employee leaves to work for competitor in Spain
    - Employee has non-compete which provides for application of DE law, which allows reasonable non-competes
    - DE Court held CA public policy outweighed DE interest and refused to enforce non-compete
  - Non-Solicitation Provisions
    - Prior law (1985) – non-solicitation provisions valid as do not restrict employee movement, only contact
    - *AMN Healthcare v. Aya Healthcare* (DCA 11/18) – rejected prior law, held non-solicitation provision unenforceable
    - *Barker v. Insight Global* (ND Cal. 1/19) – followed *AMN,* found non-solicitation clause unenforceable
  - Electronic Acceptance of Employment Documents – S*hockley v. PrimeLending* (8th Cir. 2019)
    - Employee review of electronic handbook does not create binding arbitration agreement
    - If committed to online employee handbooks or policies:
      - Display document in its entirety to employee
      - Use bold or capital letters for key provisions
      - Require affirmative acknowledgement of agreement and key provisions (employee type name/initials)

EMPLOYMENT POLICIES/NLRB

- SOME GOOD NEWS!
- *Lutheran Heritage* Standard – 2004-2017
- *Boeing* Standard – 2018-present
- Current Application to Employer Policies
  - Workplace Civility Standards
  - Confidentiality of Employer Information
  - Employee Interactions with Media and Social Media
  - Personal Conduct Standards
  - Confidentiality of Wages/Benefits and Working Conditions
  - Rules Prohibiting Joining Outside Organizations

EMPLOYMENT POLICIES/NLRB

- NLRA Application to Non-Union Employers
  - NLRA created to protect union organizing
  - NLRA Section 7 prohibits restriction on employee "concerted activity" regarding working conditions
  - No specific definition of "concerted activity"
  - Section 7 applies to all employers – whether unionized or not
  - NLRB is the administrative agency charged with enforcing NLRA
  - NLRB reviews employer policies that could impact Section 7 rights

EMPLOYMENT POLICIES/NLRB

- *Lutheran Heritage* Standard – 2004-2017
  - Policy unlawful if explicitly restricts Section 7 activity
  - If no explicit restriction, policy unlawful if:
    - Employee reasonably construes language to restrict Section 7 activity; or
    - Rule is applied to restrict Section 7 activity
  - 2012-2016 NLRB invalidated generally accepted employer policies
    - Confidentiality of Employer Information
    - Media/Social Media Contact by Employees
    - Workplace Civility and Behavior
    - Employee Personal Conduct
- Recent NLRB decision states that "the Board lost its way"

EMPLOYMENT POLICIES/NLRB

- *Boeing* Standard – 2018-present
  - Boeing restricted use of cameras (including cell phones) for security reasons
    - ALJ invalidated policy because employees reasonably construe it to impact Section 7 rights
    - NLRB reversed and explicitly overruled *Lutheran Heritage*
  - Agency burden to show reasonable employee would construe policy to infringe Section 7 rights
  - To determine validity of employer policy, NLRB examines:
    - Nature and extent of potential impact on Section 7 rights; **and**
    - Legitimate business justifications for the policy
  - NLRB places employer policies into three categories:
    - #1 Facially Valid – if reasonable interpretation does not interfere with Section 7 rights, or any potential impact is clearly outweighed by legitimate business justification
    - #2 Case by Case – if reasonable interpretation finds possible interference with Section 7 rights, then NLRB evaluates each application of the policy against legitimate business justification
    - #3 Facially Invalid – if policy clearly impacts Section 7 rights, and is not outweighed by legitimate business justification
  - Boeing's policy found to be facially valid (#1) due to minimal potential impact on Section 7 rights and legitimate business justification (security of workplace)

EMPLOYMENT POLICIES/NLRB

- Current Application to Employer Policies
  - Workplace Civility Standards
    - Permissible when directed at employee conduct toward other employees
    - Permissible when directed at disruptive behavior which impacts operations (insubordination, non-cooperation)
    - Problematic when directed at disparagement or criticism of employer or harm to employer reputation
  - Confidentiality of Employer Information
    - Permissible when directed at trade secrets or employer property (documents, records)
    - Permissible when directed at use of employer trademark/logo
    - Problematic when directed at information concerning employment or employer business
    - Problematic when directed at use of employer name
  - Employee Interactions with Media/Social Media
    - Permissible when directed at restrictions on employees speaking on behalf of employer
    - Problematic when directed at restrictions on speaking to media in general or discussing employer
  - Personal Conduct Standards
    - Permissible when directed at disloyalty, nepotism or self-enrichment by employee
    - Problematic when directed at broad conflict of interest rules or prohibitions against joining outside organizations
    - Problematic when directed at conduct contrary to the best interests of employer
    - Problematic when prohibiting cell phone or email usage during non-work times (i.e., breaks, meals)
  - Confidentiality of Wages/Benefits/Working Conditions – Clearly Improper
  - Prohibition on Joining Outside Organizations – Clearly Improper

WHAT'S NEXT?

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