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General Counsel Employment Law Report

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The Wall that Brought Down E-Verify

During what was the longest Government shutdown, we were asked about what employers should do when E-verify was down. This is the advice we provided.

E-Verify, which is mandatory in some states (it is not mandatory in Massachusetts), is a federal program where employers, through the E-Verify site, can check work eligibility for prospective new hires.

What should employers do during the outage?

- You don't currently use E-Verify: If you don't currently use E-Verify, the outage obviously won't impact your hiring operations. Continue to verify identity and employment authorization through the form I-9 and associated supporting documents.
- You currently use E-Verify by choice: If you operate only in states, or are currently hiring only in states, that do not require E-Verify, you can continue hiring operations and remain in compliance with the law by verifying identity and employment authorization through the form I-9 and associated supporting documents. Once E-Verify becomes available again, you could retroactively enter the I-9 data for any employee hired during the shutdown. If, at this later date, you learn the employee is not authorized to work, you could take adverse action at that time.
- You are obligated to use E-Verify based on your state(s) of operation: You have a few choices, each of which has a varied level of risk and impact to operations.
- Pause all hiring practices until the shutdown ends and E-Verify is available. This option poses no legal risk but may be operationally infeasible.
- Pause some hiring practices until the shutdown ends and E-Verify is available. Maybe you elect to only hire for certain critical positions and freeze all non-critical positions. There is some risk of non-compliance if the hires occur in states where E-Verify if required, but this is more feasible operationally.
- Continue all hiring practices following the three-day rule for I-9s and entering data into E-Verify as soon as possible once the system is available. Here, there is little to no operational impact. But, there is some risk of legal non-compliance as certain state laws require that employers use E-Verify and that they enter data into the system within three days of the employee's date of hire. So, non-entry into E-Verify is a violation of state law. However, the Federal Department of Homeland Security has indicated that during the E-Verify outage, its policy that data must be entered with three days will be suspended, meaning retroactive entry is permissible.

Additional important notes:

- If an employee is currently in a TNC status, they will have additional time to resolve this status. According to https://www.e-verify.gov/e-verify-and-e-verify-services-are-unavailable, "the number of days E-Verify is not available will not count toward the days the employee has to begin the process of resolving their TNCs."
- If a newly hired employee is "in an interim case status, including while the employee's case is in an extended interim case status due to the unavailability of E-Verify" the employer may not take adverse action against that employee.

If you're unsure of whether E-Verify is required in the states in which you operate, or if you'd like specific guidance as to how to minimize legal risk and operational impact, please reach out.

Uber Looks To Settle Misclassification Cases.

Uber appears to be on track to go public in this first quarter of 2019, and apparently decided hundreds of individual arbitration cases alleging employee misclassification was a bad look. So, Uber has offered a tentative settlement to Uber to drivers who have been in individual arbitration with the company. Conveniently, the settlement does not address the underlying misclassification issue.

So, is this the end of the Gig-Economy independent contractor vs. employee debate? Unlikely. Last April, the California Supreme Court adopted the narrow ABC test to determine how to classify employees. This test is all too familiar to those of us in Massachusetts, and raises the likelihood that companies will have to categorize gig workers as employees.

Under this test, an employer who wants to treat a worker as an independent contractor rather than an employee must show that the work:

1. is done without the direction and control of the employer; and
2. is performed outside the usual course of the employer's business; and
3. is done by someone who has their own, independent business or trade doing that kind of work.

In most cases, workers who are carrying out a company's core business (like say driving a car for a ride-sharing company), will likely be found to be employees rather than contractors under this strict test.

However, in states that follow federal law or have adopted less strict tests, an independent contractor classification for this same type of worker may be appropriate.

Clearly, the policy debate surrounding the gig-economy – and law suits – will continue for some. But, for employers operating in multiple states, right now is a great time to find an employment attorney to help you understand and comply with state and federal laws relating to independent contractors.

Massachusetts' Minimum Wage Has Increased...And Other Grand Bargain Obligations

In late June 2018, Massachusetts' Governor, Charlie Baker, signed "An Act Relative to Minimum Wage, Paid Family Medical Leave, and the Sales Tax Holiday," more commonly known as the "Grand Bargain." As the Act's long name suggests, the law raises minimum wage while eliminating mandatory Sunday and holiday pay, introduces paid family medical leave, and establishes an annual statewide sales tax holiday.

Minimum Wage

Over the next five years, the state will raise the hourly minimum wage and the hourly tipped minimum wage as follows:

Effective Date	Minimum Wage	Tipped Minimum Wage
1/1/2019	$12.00	$4.35
1/1/2020	$12.75	$4.95
1/1/2021	$13.50	$5.55
1/1/2022	$14.25	$6.15
1/1/2023	$15.00	$6.75

In addition to increasing the tipped minimum wage, the law requires that as of January 1, 2021, employers calculate "the additional amount on account of tips" at the "completion of each shift worked by the employee" rather than performing this calculation on a pay-period basis.

On its face, this is a straightforward (albeit potentially costly) change. But, it's important to think of this in the larger scheme of employer pay practices. Consider, for example, the impact this change can have to your compliance with the Massachusetts Equal Pay Act ("MEPA"). Under MEPA, employers must pay employees equally for comparable work. Employers may justify differences in pay using a very limited set of permissible bases. Changes to the minimum wage are not among those limited set of permissible bases. If an employer were to increase employee wages to comply with the minimum wage requirements, but failed to review the pay of those doing comparable work, the employer could run afoul of MEPA. Consider, too, the employee relations implications. An employee who made $12.00/hour prior in 2018 made a full dollar more than minimum wage. While that employee's pay need not be increased in 2019 to comply with the law, might that employee not feel undervalued because they're suddenly making "only" minimum wage?

Sunday and Holiday Pay

Massachusetts Blue Laws currently require that retailers pay time-and-a-half to employees who work on Sundays or certain holidays, even if their hours do not exceed 40 in a single workweek. The new law will phase out this requirement as follows:

Effective Date	Rate for Sunday and Holiday Work
1/1/2019	1.4x regular rate
1/1/2020	1.3x regular rate
1/1/2021	1.2x regular rate
1/1/2022	1.1x regular rate
1/1/2023	Regular hourly rate

Unfortunately, the phase-out of Sunday and holiday premiums will not be a clean process. Under the FLSA, extra compensation provided by a premium rate for work on Sundays or holidays must be included in calculating an employee's regular rate. The only exception is when the premium rate is at least 1.5 times the rate for comparable work performed in non-overtime hours.

The current Sunday and holiday premium requires time-and-a-half for Sunday and holiday work, which means retailers do not have to include the Sunday/holiday premium in calculating employees' regular rate of pay. However, once the level drops to 1.4 in January 2019, the premium will have to be included in calculating the regular rate for overtime purposes. This could result in retailers paying more overtime, in addition to the Sunday/holiday premium. Retailers should take a look at their scheduling practices to determine whether lowering the premium prior to 2023, when it is eliminated, is actually in their best interest.

The new Sunday law continues to provide that employees cannot be required to work, or be penalized for refusing to work, on Sundays or holidays.

Paid Family Leave

Important Dates

- **March 31, 2019:** Proposed regulations published. This means that many of the current questions should be answered this spring.
- **July 1, 2019:** Employers must post a notice describing benefits available under the law and provide each employee and contractor (within 30 days of hire) a written explanation of employee's rights.
- **July 1, 2019:** State begins collection of the .63% payroll tax.
- **January 1, 2021:** Paid leave benefits begin.

Overview

Starting on January 1, 2021, Massachusetts workers will be entitled to up to 12 weeks of paid leave to care for a sick family member or a newborn, and up to 20 weeks of paid medical leave to attend to their own serious medical needs.

For the purposes of family leave, the law broadly defines "family member" to include a domestic partner, grandparents, grandchildren, siblings, and the parents of a spouse or domestic partner. The law adopts a broader definition of "serious health condition" than that set forth in the FMLA (either inpatient care or continuing treatment by a healthcare provider).

The law will apply to all employers with at least one employee working in Massachusetts, regardless of the employee's hours or length of service with the employer. Former employees and self-employed workers may also be entitled to paid leave under the law if criteria are met.

The state will administer the new leave program and the leave will be funded through a 0.63% payroll tax, which the employer and employee will split. Workers on paid leave will be required to pass through a seven-day waiting period (with the exception of new mothers following childbirth). Thereafter, they will begin earning 80% of their wages (capped at 50% of the state average weekly wage) and then 50% of their wages beyond that amount (capped at $850 per week).

Employer Required Notice of Family Leave

By July 1, 2019, in accordance with certain requirements of the newly established Department of Family and Medical Leave, employers must inform employees of their new rights by (1) conspicuously posting a notice of benefits, and (2) beginning to issue written information to new employees (and independent contractors). Employers who are found not to have satisfied these notice requirements will face fines.

Contribution of Wages

Also, starting on July 1, 2019, Massachusetts employers must begin contributing 0.63% of each employee's wages to the state trust funding the paid leave. Employers will be permitted to deduct certain percentages of the contribution from the employee's wages—up to 40% for medical leave and up to 100% for family leave (it is not yet known how the .63% will be allocated between medical leave and family leave). If the employer has 25 or more employees, it will have to contribute any additional amount beyond the employee-deduction. If the employer has less than 25 employees, it will not have to contribute any additional amount beyond the employee-deduction.

Additional Considerations

- Employers must continue to honor employee accrual of benefits (e.g., vacation, sick leave, seniority, and bonuses) and to contribute to employer-sponsored health insurance during an employee's period of family/medical leave.
- Employers must also continue to comply with all preexisting laws, company policies, and/or collective bargaining agreements providing greater leave benefits.
- Employers with greater leave benefits will have the option of applying for an exemption from the program.
- Employers may not retaliate against employees for exercising their rights under the law, and any adverse employment action taken against an employee during or within 6 months of their leave will be considered presumptively retaliatory. The law provides employees with a private right of action to pursue retaliation claims.

Leave must be provided on a rolling 12-month basis. Consider now current polices that operate on a different calendar year and consider moving them to a rolling 12-month basis (changing FMLA calculation requires ample notice and significant care).

Staffing Companies Provide Temporary Employees, But Who Is The Employer?

Staffing companies can provide a useful service to employers, offering them staff to fill temporary vacancies. Plus, because the staffing company pays the workers, it means the temps are employees of the staffing agency, right? Wrong, at least for purposes of the American's with Disabilities Act.

Although staffing agencies hire the workers, pay wages, provide benefits, withhold taxes, pay employer taxes, etc., the companies that use the staffing agency often direct how and when the work is performed, supervise the work, and expect the workers to comply with company policies and procedures. In a situation like this, the staffing agency and the client company are considered joint employers under the ADA, and both are responsible for ADA compliance.

The EEOC recently filed a lawsuit against a staffing firm in California along with a manufacturer headquartered in New York City. In the suit, the EEOC alleges that both the staffing firm and the manufacturer violated the Americans with Disabilities Act (ADA) when they refused to provide reasonable accommodations to a long-term temporary employee.

The employee was hired by the staffing company and assigned to work as a general laborer for the manufacturer. During his employment, the employee was diagnosed with a chronic kidney condition. The employee was assigned to run a machine that required continual bending and twisting, which aggravated his kidney condition and caused him severe pain. The employee asked for a chair to minimize his bending and twisting (a request for accommodation) and the manufacturer refused.

The employee then provided a doctor's note to the staffing agency stating that repeated bending and twisting could exacerbate his kidney condition and recommending that he refrain from extreme bending, twisting, or lifting, which might predispose him to a cyst rupture. The EEOC's suit claimed the employee offered several accommodations that could enable him to perform his job duties, including permitting him to sit while operating manual machines, assigning him to a different machine, or assigning him to one of the assembly lines.

Instead of engaging in the interactive dialogue, or reviewing alternative accommodations, the manufacturer directed the staffing company to end the employee's long-term assignment. The staffing company then failed to place the employee at another job with a different client.

In this case, both the manufacturer and the staffing agency had an obligation to engage in the interactive dialogue and provide a reasonable accommodation to this employee. Best practice would have been for them to work together to find a reasonable accommodation. Our tip: If you use a staffing agency or operate one, address the ADA and the potential for joint liability in the staffing contract.

Proposed Paid Family Leave Regulations Published

Paid Family Leave is on its way! In our Grand Bargain Update, we gave a summary of what we know about the new Massachusetts Paid Family Leave. Proposed regulations were promised by March which would provide more clarity to employers regarding this new law. Well, the newly formed Department of Family and Medical Leave (DFML) decided not to make us wait. Draft regulations have been posted for purposes of public comment. The Department of Family and Medical Leave has also updated their page with additional information.

Contribution Rate Split for Employers with 25 or More Employees:

- Medical leave contribution: .52% payroll deduction
  - Employer's share 60% minimum
  - Employee's share 40% maximum
- Family leave contribution: .11% payroll deduction
  - Employer's share 0% minimum
  - Employee's share 100% maximum
- Total contribution: .63% payroll deduction

Contribution Rate Split for Employers with 24 or Fewer Employees:

- Medical leave contribution: .31% payroll deduction
  - Employer's share 0% minimum
  - Employee's share 100% maximum
- Family leave contribution: .11% payroll deduction
  - Employer's share 0% minimum
  - Employee's share 100% maximum
- Total contribution: .42% payroll deduction

Draft Regulations

The draft regulations do not contain much in the way of new information, so we should expect more information to be forthcoming, below are some noteworthy aspects of the draft regulations:

Employee Workforce Count: The average number of employees should be determined by counting the number of employees, including full time, part time, seasonal and temporary employees, on the payroll during each pay period and dividing by the number of pay periods. The workforce count should be based on the previous calendar year. Employers that use contract workers that are reported on a 1099 must also include those individuals in the employee count.

Quarterly Filing: Following the end of each calendar quarter, employers will be required to file a report through Mass TaxConnect system. The report will need to include the employers FEIN and the number the employer's state tax number. The report must also contain the following information for each employee:

- name
- social security number
- wages paid or other earnings

If the employers paid 1099 contractors during the calendar quarter, the employer must also report the names and social security numbers of those individuals, and the amounts payments made.

Remitting Contributions for Medical Leave and Family Leave: Based on the employer's quarterly filing, a contribution will be calculated, and employers will have 30 days after the end of the calendar quarter to remit payment. There will be a penalty for failure to make required contributions.

Employers with Private Plans: Employers with a private plan may apply to be exempt, and once approved exemptions will be effective for one year. Employers may apply for an exemption from medical coverage, family leave coverage, or both. To be approved for an exemption, the private plan must confer all of the same rights, benefits and protections as those provided under the Paid Family Medical Leave Law. The Department of Family Medical Leave may audit any private plan, and withdraw approval if the plan does not meet the requirements of the law.

Claims for Benefits: To make a claim for benefits, employees must provide the employer with: (i) at least 30 days' notice of the anticipated start date of the leave, (ii) the anticipated length of the leave, (iii) the type of leave, and (iv) the individual's expected return date. If, for reasons beyond the individual's control, the individual cannot provide 30 days' notice then the individual shall provide notice as soon as is practicable. **The Department will notify the employer within 5 days after the date the employee has made a claims for benefits providing the employers with: (i) the employee's name; (ii) the type of leave; (iii) the expected duration of the leave; (iv) whether the request is for intermittent leave; and (v) any other information needed to verify the claim. Employees filing claims will be required to provide the Department consent to share information regarding the claim with employers.**

Upon request, employers will be required to provide the Department with records relevant to a claim including the employee's wages over the last 12 months, job descriptions, the employee's full-time or part-time status, amount of prior leave taken, weekly hours worked, etc.

Certifications: The regulations specify the information that must be contained within employee certifications for leave. It seems likely the Department will release model certification forms prior to 2021.

Length of Time for Claims to Be Processed: Payment of leave benefits will begin no less than 14 calendar days after the eligibility determination.

Employer Notice of Approval of Benefits: Employees and employers will receive contemporaneous notice of whether a claims is denied or approved. The approval for payment of benefits notice will include: (i) The reason for the approved leave benefits; (ii) The duration of the approved leave benefits; (iii) For intermittent leaves, the frequency and duration of the leave benefits; and (iv) The expiration of the approved leave benefits.

Request for Extension of Benefits: An employee seeking to extend benefits will have to make a claim at least 14 calendar days prior to the expiration of the original approved leave. The Department will then notify the employer no less than 5 business days following receipt of the employee's request to provide the employer with notice of the requested duration of the extension, whether the new leave is continuous or intermittent and any other information that is determined to be valid. The employer will then be expected to provide (within 5 business days) any necessary information for the claim to be processed including evidence of a fraudulent claim.

Joint Employer Liability Continues to Hurt Unprepared Employers

We have looked at joint employment within the context of the Americans with Disabilities Act (ADA), and the staffing agency vs. the client employer's obligation to provide accommodations. However, the complexities surrounding joint employment extend far beyond the ADA.

The DOL recently announced a settlement agreement with a Pennsylvania-based book binding company to pay $598,366 in back wages, damages, penalties and liquidated damages to settle charges that it violated the FLSA's minimum wage, overtime and recordkeeping provisions.

According to the DOL, the company obtained workers through temporary employment agencies and operated as a joint employers. The temporary agencies failed to pay the federal minimum wage or overtime. Investigators claimed the book-binding company made no efforts to determine whether the workers were properly paid, even though it received detailed invoices from the agencies. In other words, the book-binding company was charged with being equally responsible even though the temporary agency alone paid the employees, and without evidence that the book-binding company instructed the temporary agency to violate the FLSA.

The term "joint employment" is not found in the FLSA, and there is significant variation in the factors courts use to determine when a joint employment relationship exists. In 2018, the U.S. Supreme Court declined the opportunity to review the issue and resolve the differences across jurisdictions. Not surprisingly, joint employment has become a significant issue in a number of employment arrangements including temporary staffing.

The DOL recently announced plans to address joint employment under the FLSA via regulation, and bills have been introduced in Congress to address the issue. The National Labor Relations Board extended the public comment period for its proposed rulemaking that will define joint employer status. The rule would find joint employment only if two employers share or co-determine the employees' essential terms and conditions of employment, including hiring, firing, discipline, supervision and direction.

At present, the joint employment issue continues to be one that presents risk for contractors that use subcontractors, franchisers, and employers that use staffing agencies, among others. It is important to review the terms of contracts carefully. More importantly, remember that just because another entity is paying employees does not mean your organization is clear of liability if the employees are not paid properly.

Our Solution: Joint Employer Liability Audit – Back in 2016 the Federal Department of Labor announced an increased focus on what it described as the "fissured workplace." The workplace in many industries is no longer a traditional business with a single employer. Companies increasingly contract out or otherwise outsource activities to be performed by other businesses, increasing the risk of an inadvertent joint employer arrangement. Blurred lines from the fissured workplace made achieving compliance with the Wage and Hour Laws a difficult task. Intense competition between business models like subcontractors, temporary agencies, labor brokers, franchising, licensing and third-party management, has led to a sharp uptick in DOL audits and lawsuits. This Audit focuses on the identification of independent contractor misclassification as well as arrangements that may lead to joint employer liability. We stand ready to help!

Work Harder...For the Good of All Mankind

Here's my abridged version of the email Elon Musk sent to employees at 1 o'clock in the morning a little over a week ago:

Last year was our most successful year ever. But, we're cutting our workforce. For those remaining, prepare to work even harder. Your work is essential to ensure the future of mankind.

You can read all of Musk's actual words, here. Some of them are quite inspiring. I certainly admire a company mission that speaks to preserving the planet and ensuring a good future for the next generations. But, is the mission sustainable [pun!] when those tasked with fulfilling that mission can't sustain the environment [pun!]?

In his email, Musk acknowledges that his employees already face poor work-life balance. The workforce cuts indicate that the balance will get worse. Musk's words imply that any employee concerned about the lack of balance isn't embodying the mission.

What can managers and HR professionals learn from the communication?

1. Don't communicate a layoff via email. An email can buttress in-person (if at all possible) or phone (if necessary) communications.
2. Don't communicate to employees at 1am. Don't! Even if you tell your employees that you don't expect a response at that time, the fact that you're emailing at that hour implies that you expect them to also be working at that time.
3. Don't forget that your mission depends on your employees. They have legitimate needs that require thoughtful valuation and consideration.
4. Don't forget that it takes time to create an application, develop a curriculum, create and sell a product, or save the planet. Typically, the best employee is someone who can sprint from time to time, but mostly jogs at a consistent pace. Ensure employees aren't so exhausted from sprinting that they can no longer jog.

Please reach out if we can help:

- Develop innovative policies to recognize employee needs and reward employee performance;
- Train managers and HR professionals on ways to build productive and constructive workplace relationships with employees;
- Guide your organization through a tough time, like a restructuring or job eliminations.

Is it Okay to Test the Competencies of Older Employees?

Recently, I read a New York Times article titled "When Is the Surgeon Too Old to Operate?" In the article, a now 83-year-old surgeon describes his initial resistance, at age 80, to suggestions that his surgical skills be evaluated. He explains that, initially, he felt he was the best person to evaluate his own skills. Around this time, he boarded a flight and found himself questioning the abilities of the pilot who was "older-looking." He realized that his patients may see him the way that he saw that older pilot. And, he elected to have his surgical skills evaluated.

The article describes the evaluation as completely voluntary. But, the evaluation program is named the "The Aging Surgeon Program." Hmm…… Clearly, forcing only "older" employees to undergo evaluations would be discriminatory. But, if only older workers are "encouraged" to undergo evaluations, that would *also* be discriminatory. So, with all due respect, I'm not on board with an evaluation program that includes any protected class in it's title. That's not to say that employers shouldn't evaluate their employees. I'd suggest that more frequent evaluations of all employees, at least all employees in certain roles or functions, could benefit the employer, its employees, and its customers/clients/patients.

The law doesn't require that employers conduct performance evaluations. And, there's no rules as to what a performance looks like or includes. For example, different evaluation programs might include any of the following: performance against goals/objectives, potential for growth, leadership, teamwork, learning & development, and competencies. Because a performance evaluation program can (and should) be custom-designed to meet the specific functional and operational needs of the organization, the program can (and should) be an effective way for employers to assess individuals within their workforce and their workforce as a whole. If you don't have a formal evaluation system, I encourage you to take time to consider how implementing one could benefit your organization. If you have a system, I encourage you to ask whether it's working well to address the specific needs of your organization. We can help.

Does A Reasonable Accommodation Under the ADA Always Mean The Employee's First Choice?

In the context of employment, the Americans with Disabilities Act prohibits discrimination against employees and applicants with disabilities, and requires employers with 15 or more employees to provide reasonable accommodations to qualified applicants or employees with disabilities.

Under the ADA, a "reasonable accommodation" is a change that accommodates employees with disabilities so they can do the job without causing the employer "undue hardship" (too much difficulty or expense). The question of what is a reasonable accommodation can be a difficult one for any employer, particularly when the employee arrives with a doctor's note outlining very particular accommodations and refuses to consider alternatives.

Although the law requires employers to engage in an interactive dialogue and to provide reasonable accommodations, it also requires *employees* to engage in the dialogue. Additionally, as the Sixth Circuit court recently confirmed, employers have discretion to provide a reasonable accommodation as identified through the interactive process, but not the exact accommodation requested by the employee.

In Brumley v. United Parcel Service, Inc., the Plaintiff injured her back while unloading packages from a UPS truck. Following a worker's compensation claim and leave, Brumley provided UPS with two return-to-work notes that included permanent lifting restrictions and returning her to "local sort." UPS initiated an internal ADA interactive process with Brumley, asking her to submit two medical forms that would allow it to further evaluate her restrictions and identify possible accommodations. Brumley remained on leave while this request for information was pending. Brumley went back to her doctor and asked for her restrictions to be lifted so that she could return to work. She was returned to work, and her accommodation request was closed. She later sued UPS for failure to accommodate and disability discrimination, among other claims.

The Sixth Circuit found the ADA does not obligate employers to make on-the-spot accommodations of the employee's choosing. According to the Court, UPS had a duty to provide a reasonable accommodation as identified through the interactive process; to identify the limitations resulting from the disability; and the potential accommodations that could overcome those limitations. Here, once the employee voluntarily abandoned that process by asking to return to work without restrictions, UPS could not be liable for failing to provide a reasonable accommodation.

This case provides employers some important takeaways:

First, **the importance of engaging in the interactive dialogue and documenting that process** cannot be overstated. Had UPS failed to engage with the employee (and document the process) and/or kept the employee on leave and simply refused to return her to work until she could work in an unrestricted capacity, this case would have turned out very differently.

Second, **employees have an equal responsibility to engage in the interactive process**. If an employee does not respond to your attempts to accommodate, the employee may be found to be responsible for the breakdown in the interactive dialogue. Again, documentation is key.

Finally, **employers are not required to provide employees with the exact accommodation the employee requests in all instances**. If, during the interactive process, another reasonable accommodation is identified that would allow the employee to perform the essential functions of the job, the employer is free to propose that alternative accommodation.

Disability discrimination claims remain high, however, employers do have a number of tools available to avoid these claims and remain compliant; and documentation remains key.

General Counsel's Office Hours

Special Member Benefit

All CCHRA members in good standing will have the special benefit of being able to call Attorney Michael E. Foley, in his role as the CCHRA General Counsel, to obtain his guidance on employment law compliance issues and corresponding HR-related risk management during his CCHRA GC Office Hours – **at no cost**.

Click here for the description of the role of the CCHRA General Counsel. As General Counsel, Mike will be available within his virtual and gratis office hours for all CCHRA members from 2 pm to 3 pm on the first and third Tuesday of each month. The guidance Mike provides during his office hours will cover all issues that arise within the broad spectrum of the employment relationship to help CCHRA members achieve compliance with the extensive regulations that govern their workplace and to better understand best employment practices.

Issues related to the Internal Revenue Code/the Internal Revenue Service or ERISA-related issues will not be covered under this arrangement, nor will the interpretation, editing or drafting of documents. The office hours will be limited to providing guidance on employment law questions and corresponding HR-related risk management that can be answered in one telephone conversation. Mike can be reached during his CCHRA General Counsel Office Hours at 508-548-4888.

Mike Foley has been representing employers, small and large, for-profit and not-for-profit within all industry sectors and in all matters of labor and employment law for over 30 years. He draws on the breadth of his experience to offer employers an uncommon approach and practical solutions. Click here for Mike's bio.