LIEBERT CASSIDY WHITMORE

FIRE WATCH

News and developments in employment law and labor relations for California Fire Safety Management

JUNE 2021

INDEX

COVID-19 6
Disability 2
Firm Victory 1
Labor Relations 3
Retaliation 3
Wage and Hour 5

LCW NEWS

Firm Activities 8
Firm Publications 6
Labor Relations Certificate Program . . 7
Upcoming Webinar 7

Fire Watch is published monthly for the benefit of the clients of Liebert Cassidy Whitmore. The information in *Fire Watch* should not be acted on without professional advice.

FIRM VICTORY

LCW Obtains Dismissal Of POA's Breach Of Contract Claim Related To Salary Surveys.

LCW Partner Jennifer Rosner and Associate Viddell Lee Heard obtained a defense judgment for a city against a police officer's association's claims for: 1) breach of the memorandum of understanding (MOU); and 2) declaratory relief.

The MOU, dated 2015 to 2020, provided for annual salary increases for association members based on a salary survey. The MOU also stated that the salary surveys would be conducted in accordance with the provisions of the City Charter and "consistent with the interpretation and methodology [the city] currently utilized by the City."

The city's municipal code specified the following methodology for salary surveys: if an item of compensation from a comparator city's memorandum of understanding appeared on a surveyed-city's salary plan (consisting of ranges and steps), then the compensation was included in the survey. Any other item of compensation, such as fringe benefits or education pay, was not included in the survey. In addition, a 2004 City Attorney Opinion letter stated that Peace Officer Standards and Training (POST) certificate pay should only be included in the salary survey if it was part of a surveyed-city's salary plan.

In 2015 and 2016, an association member who prepared the materials for the parties' annual salary survey included POST certificate pay from a few comparator cities even though that pay was not in a salary plan. For both years, the city's human resources director approved the salary surveys without realizing this mistake. In 2017, the human resources director learned of these errors and ensured the mistake was not repeated in the salary survey for that year or for future salary surveys.

The association sued, alleging that the city breached the MOU by failing to include POST certificate pay for all comparator cities during the 2017 salary survey. The association argued that 1) the City Charter does not limit salary and should be interpreted to include all forms of compensation including POST pay; and 2) the parties modified that methodology when they included the otherwise excluded POST certificate pay in the 2015 and 2016 salary surveys. During the bench trial, however, the association presented the member who prepared the salary survey materials in 2015 and 2016. She testified that, while she did not participate in negotiations for the MOU, she understood that the MOU required the parties to use the same methodology that the parties had always been using for conducting salary surveys. Thus, she admitted that she had deviated from the parties' past practice by including POST certificate pay in the salary survey for the years 2015 and 2016 when it was not part of the comparator agency's salary plan.

After the association presented its case at trial, the city moved for judgment on the grounds that the association failed to present evidence supporting a breach of the MOU. The court agreed, finding that there was no evidence to support that the

language in the City Charter section required the city to incorporate POST pay into the salary survey or that this was the intent of the parties during negotiations for the MOU. The Court also found that the association had not presented sufficient evidence to support that the parties intended to modify the existing methodology, particularly since the deviation that occurred in 2015 and 2016 was rectified during the 2017 salary survey after the human resources director learned of the error.

The Court also held that the association's request for declaratory relief was moot because the MOU had expired in 2020. Thus, there was no need for the Court to take any action.

Note:

A party may move for judgment at trial after the opposing party with the burden of proof has completed presenting its evidence. The party can make this motion even before it puts on its case. Therefore, the motion for judgment is a powerful tool that can reduce costs by getting a lawsuit dismissed before the completion of trial.

DISABILITY

Department Failed To Accommodate Disabled Detective.

In 1997, the Police Department (Department) for the City of Newport News (City), Virginia, hired Michael Wirtes as a police officer. Beginning in 2006, Wirtes felt increasing pain while wearing his duty belt, which held a gun, pepper spray, and other tools. In 2011, he notified the Department that wearing his duty belt caused permanent nerve damage. In response, the Department asked Wirtes to undergo a fitness for duty evaluation to determine if his condition required accommodation under the Americans with Disabilities Act (ADA). The evaluation revealed that Wirtes had meralgia paresthetica, but that he did not have any functional issues that would prevent him from working as a police officer. The evaluation also determined that Wirtes' ability to wear a duty belt would depend on his tolerance to his condition.

Months later, Wirtes informed the City that his condition appeared to be permanent and that his ability to wear a duty belt would be limited. He asked for reassignment to a unit that would allow him to serve as a police officer without a duty belt. The City transferred Wirtes from a position as a patrol officer to the City's records unit. In that unit, officers wore shoulder holsters instead of duty belts.

In January 2014, the City transferred Wirtes to a detective position within the Department's property crimes investigation unit. At the time, detectives there were not required to wear duty belts.

In August 2015, Wirtes underwent another fitness for duty evaluation which determined that Wirtes could no longer wear a duty belt at all. Around this same time, the revised police officer job description required all officers to wear a duty belt. The Department also required its property crimes detectives to start performing patrol duties and wearing duty belts. However, detectives in other units of the Department were not covered by these new requirements. In November 2015, the Department placed Wirtes on light-duty status for eight months given his inability to wear a duty belt.

At the end of Wirtes' allotted light-duty status, he requested multiple accommodations, including wearing a shoulder harness instead of a duty belt and to being exempt from patrol duties. The City rejected Wirtes' requests, viewing them as requests for permanent light-duty status. The City instead offered Wirtes the option of either retiring early or accepting reassignment to a civilian position. Wirtes accepted the civilian position, but shortly thereafter announced his retirement.

Wirtes then sued the City, alleging that it failed to accommodate his disability in violation of the ADA. The City moved for summary judgment, which the district court granted on the grounds that the City accommodated Wirtes by offering him a civilian position after he could not wear the duty belt. Notably, the district court's decision failed to address: (i) what the essential functions of Wirtes' position were; or (ii) which of Wirtes' proposed accommodations, if any, could have permitted him to perform the essential functions of his job as a property crimes detective who did not need to wear a duty belt. Rather, the district court assumed that the City could have accommodated Wirtes in his role as a detective, but nonetheless held that Wirtes' transfer to the civilian position was a reasonable accommodation. Wirtes appealed, and the U.S. Court of Appeals for the Fourth Circuit reversed.

On appeal, Wirtes argued that it was inappropriate for the City to force him to choose between retiring or accepting reassignment to a civilian position he did not want when a reasonable accommodation would have allowed him to perform the detective position. The Fourth Circuit agreed, noting that reassignment is an ADA accommodation of "last resort," and that involuntary reassignments are disfavored. Since the Court of Appeal was required to maintain the district court's assumption that Wirtes could have been reasonably accommodated in his job as a property-crimes detective through the implementation of either or both of his proposed accommodations, Wirtes' reassignment to the civilian position was not a reasonable accommodation under the ADA.

Based on the foregoing, the Fourth Circuit reversed and remanded the case to the district court for further proceedings.

Wirtes v. City of Newport News, 996 F.3d 234 (4th Cir. 2021).

NOTE:

This opinion from the U.S. Court of Appeals for the Fourth Circuit is not binding authority in state or federal courts in California. However, the opinion reflects how courts analyze reasonable accommodation issues under the ADA. LCW attorneys can help agencies assess whether employees can perform the essential duties of their positions with or without reasonable accommodation.

RETALIATION

Factual Disputes About Employer's Reasons For Terminating Employee Blocked Summary Judgment.

In January 2018, Denise Watkins, a Black shift supervisor in the dispatch department of the Sheriff's Office (Office) in St. John the Baptist Parish, Louisiana, received commendation from her supervisor, Lieutenant Marshall Carmouche, for superb work. On February 9, 2018, however, Lieutenant Carmouche counseled Watkins about her poor performance, including "sleeping on the job" and making personal phone calls while on duty.

On February 20, 2018, Watkins provided the Office with a doctor's note advising that she required three 24-hour shifts "off" per week due to anxiety. Two days later, Lieutenant Carmouche filed charges with the Office's disciplinary review board that Watkins' workplace performance was unsuitable for employment based on the same conduct identified during Watkins' counseling. In response to these charges, Watkins admitted to sleeping on the job, but explained that she had developed medical issues that affected her sleep. On February 23, 2018, Watkins emailed Lieutenant Carmouche to ask about the status of her medical leave.

On March 1, 2018, the disciplinary review board unanimously recommended that Watkins be fired for one identified infraction – sleeping on the job. Based on this recommendation, Sheriff Mike Tregre fired Watkins. Another dispatch supervisor, a white male, was also caught sleeping on the job, but only received counseling for his conduct.

Watkins then sued Sheriff Tregre, alleging race discrimination in violation of Title VII of the Civil Rights Act of 1964 and retaliatory discharge under the Family Medical Leave Act (FMLA). Watkins alleged Sheriff Tregre treated her worse than her white peers and fired her in retaliation for her request for medical leave. Sheriff Tregre moved for summary judgment on the grounds that he fired Watkins for legitimate, nondiscriminatory reasons – her poor work performance. The district court agreed, granting summary judgment for Sheriff Tregre. Watkins appealed.

On appeal, Watkins argued that Sheriff Tregre's reasons for her termination were pretextual. In support, she referred to evidence showing that the white male dispatch supervisor was not fired for sleeping on the job. She also had evidence that Lieutenant Carmouche submitted charges against her to the Office's disciplinary review board two days after she submitted a medical note, and that Sheriff Tregre terminated her seven days thereafter. The U.S. Court of Appeals for the Fifth Circuit agreed, finding that Watkins' evidence created a genuine dispute of material fact as to whether Sheriff Tregre's stated reason for firing Watkins was pretext for racial discrimination and/or retaliation for requesting medical leave. In reaching this decision, the Fifth Circuit noted its obligation to view the evidence in the light most favorable to Watkins when analyzing Sheriff Tregre's summary judgment motion.

On these grounds, the Fifth Circuit vacated the district court's grant of summary judgment and remanded the matter to the district court for further proceedings.

Watkins v. Tregre, 2021 WL 1826269 (5th Cir. May 7, 2021).

NOTE:

Courts will deny an employer's motion for summary judgment if there is conflicting evidence whether the employer's identified reasons for taking adverse action against an employee is pretextual.

LABOR RELATIONS

Company Must Bargain Impacts Of Requirement That Employees Fill Out New I-9 Forms.

In 2010, Frontier Communications Corporation (Frontier) took over Verizon's West Virginia operations. In 2013, Frontier discovered that it did not have I-9 forms for many, if not all, of the former Verizon employees who stayed on with Frontier. Because neither Frontier nor Verizon could locate the forms, Frontier sought to obtain new I-9 forms from all affected employees.

The Communications Workers of America, AFL-CIO, District 2-13 (the Union) asked to bargain over the process the employees would follow to complete the forms. Frontier maintained that it was not obligated to bargain, but it agreed to discuss the issue with the Union. Following a meeting with Frontier, the Union ultimately encouraged its members to complete new I-9 forms.

In late 2018, Frontier conducted an audit and discovered "extensive" noncompliance with I-9 form requirements, including forms that were not supported by documentation. Frontier determined that it needed to obtain new I-9 forms from approximately 95% of all employees hired after November 6, 1986 and before March 31, 2018. Frontier then notified employees by email about the need to submit new I-9 forms.

The Union objected that this was similar, if not identical, to what occurred in 2013 and requested that Frontier provide a list of the employees who had incomplete or incorrectly completed I-9 forms. It also demanded bargaining on the issue. However, Frontier declined to provide the list, arguing that the Union had no right to the information. Frontier also indicated that since federal immigration statutes required Frontier to have valid I-9s on file for employees, it was not required or permitted to bargain over its "straightforward" decision to comply with these laws. Frontier eventually provided a 17-page list of the affected employees, but the Union continued to demand bargaining. The Union also asked Frontier to provide additional information, including the specific deficiency for each I-9 form and where the I-9 forms at issue were stored. Frontier did not provide this information.

In September 2019, Frontier advised the Union that starting September 27, 2019, it planned to send out letters to a group of employees who had not yet completed a new I-9 form. In the sample letter it sent the Union, Frontier noted that if an employee failed to comply with the I-9 form verification process, Frontier may treat the employee as voluntarily terminated for failure to satisfy a federal employment requirement. By October 2019, five employees had not yet completed the I-9 form. Frontier again notified the Union of its intent to send a "final notification" to these employees. During this time, the Union continually requested to bargain.

The Union subsequently filed an unfair labor practice charge. The National Labor Relations Board's (NLRB's) General Counsel issued a complaint alleging that Frontier violated the National Labor Relations Act (NLRA) by refusing to provide the Union requested information and refusing to bargain over the effects of requiring employees to complete new I-9 forms. An Administrative Law Judge (ALJ) heard the case in August 2020.

The ALJ concluded that Frontier violated the NLRA when it refused to provide the Union with an opportunity to bargain over the effects of its decision to require employees to submit new I-9 forms. The ALJ reasoned that while Frontier's argument that it did not have to bargain over the decision to require new forms had merit, the Union still had a valid interest in effects bargaining to explore options for reducing or avoiding the impact on employees. The ALJ also concluded that Frontier violated the NLRA by failing to provide the Union with information it requested about the specific deficiencies in each I-9 form and where the faulty forms were stored. Because Frontier had a duty to bargain with the Union over the effects of its requirement that employees submit new I-9 forms, the information the Union sought was presumptively relevant to the Union's role as the exclusive collective-bargaining representative. Frontier appealed.

On appeal, the NLBR affirmed the ALJ's decision. The NLRB ordered Frontier to bargain with the Union and provide the information it had requested about the specific deficiencies in each I-9 form. The NLRB also directed Frontier to display notices at all of its facilities that it had violated this labor law.

Frontier Communications Corp. & Communications' Workers of Am., AFL-CIO, Dist. 2-13, No. 09-CA-247015 (May 26, 2021).

Note:

While NLRB precedent is not binding on PERB, NLRB decisions often provide persuasive guidance in construing California's public sector labor relations statute – the Meyers- Milias- Brown Act (MMBA). This case provides guidance on two issues that are very relevant to MMBA compliance: 1) the duty to provide a recognized employee organization information relevant to bargaining; and 2) the duty to bargain the impacts of a non-negotiable decision.

WAGE AND HOUR

Class Certification Denied Because Individualized Testimony On Meal Breaks Was Needed.

California law requires that private employers, such as See's Candy Shops, Inc. in this case, provide two 30-minute meal periods for employees who work shifts longer than 10 hours. Employees are also entitled to one more hour of pay if they miss a meal period. See's Candy's policies complied with this requirement.

Debbie Salazar brought a class action against See's Candy on behalf of a "meal break class," consisting of See's Candy's employees who failed to receive second meal breaks when they worked shifts longer than 10 hours. Salazar alleged that despite the official policy on meal breaks, See's Candy consistently failed to provide the required breaks in practice. To support her claim, Salazar identified a preprinted form used to schedule employee shifts that did not include a space for a second meal break.

Salazar moved to certify a class of employees. A party moving for class certification must show: (i) an ascertainable and sufficiently numerous class; (ii) a well-defined community of interest among class members; and (iii) substantial benefits from certification that make

a class action superior to any alternatives. To show a well-defined community of interest, a party must show, that common questions of fact or law "predominate" over individual issues in the action.

See's Candy opposed the certification motion. See's Candy argued that common issues did not "predominate" because testimony from individual employees would be required regarding their experiences with See's Candy's meal break practices. See's Candy submitted declarations from 55 employees -- both managers and shop employees – who confirmed: (i) their knowledge of See's Candy's meal break policy; and (ii) that employees do take a second meal break when they work shifts longer than 10 hours. See's Candy also submitted expert evidence showing that 43% of employees who worked shifts longer than 10 hours received a second meal break.

Based on this evidence, the trial court denied class certification in relevant part because Salazar failed to show that she could prove through common evidence that See's Candy had a consistent practice to deny second meal breaks. The trial court agreed with See's Candy that individual testimony would be necessary to show that See's Candy consistently applied an unlawful practice, which would result in a trial that would "devolve into a series of mini-trials" on meal break practices. Salazar appealed, and the California Court of Appeal affirmed.

The Court of Appeal held individualized evidence would be necessary, given that some employees did receive second meal breaks as required by law. The Court of Appeal noted that the evidence supported that a significant number of employees declined second meal breaks. As a result, individual testimony would be necessary to distinguish those situations from occasions when managers failed to provide a second meal break. Since individualized testimony would negate the purpose of a class action, the trial court properly denied class certification.

Salazar v. See's Candy Shops, Incorporated, 2021 WL 1852009 (Cal. Ct. App. Apr. 26, 2021).

Note:

> *Public agencies are not subject to California wage and hour laws except the State's minimum wage laws and regulations. Public agencies are covered by the Fair Labor Standards Act (FLSA). Unlike California "class actions" in which all similarly situated employees are automatically included in the case, employees in FLSA "collective actions" must opt into the lawsuit. LCW attorneys have successfully represented many public agencies in complex FLSA collective action cases.*

Hospital Avoided Costly Litigation After Court-Ordered Arbitration Of Nurse's Claims.

Isabelle Franklin worked as a nurse with United Staffing Solutions, Inc. (USSI), a staffing agency. While working for USSI, Franklin signed an arbitration agreement agreeing to arbitrate "all disputes … related to" her employment.

In late 2017, USSI assigned Franklin to work at Community Regional Medical Center's hospital (the Hospital) in Fresno, California. Franklin then signed an assignment contract with USSI regarding her wages and overtime rate, the length of her shifts, and USSI's reimbursement policies. The assignment contract also required arbitration for any controversy arising between USSI and Franklin involving the terms of the agreement. The Hospital was not a party to either of the contracts between Franklin and USSI, and it did not have its own contract with Franklin. Instead, the Hospital contracted with a managed service provider, Comforce Technical Services Inc. (RightSourcing) to source nursing staff. RightSourcing, in turn, contracted with USSI to provide contingent nursing staff like Franklin to the Hospital.

Under this arrangement, the Hospital retained supervision over the contingent nursing staff's work. RightSourcing billed the Hospital and remitted payment to USSI for time worked by contingent nursing staff. USSI set the wages of the nursing staff and paid them accordingly. The contract between RightSourcing and USSI required the nursing staff to use the Hospital's timekeeping system, but it allowed USSI to review the records for any discrepancies.

Following her assignment, Franklin brought a class and collective action against the Hospital alleging violations of the Fair Labor Standards Act (FLSA), the California Labor Code, and the California Business and Professions Code. Franklin's FLSA claim alleged the Hospital required her to work during meal breaks and off the clock, but did not pay her for that work. The district court dismissed Franklin's lawsuit, finding that even though the Hospital did not sign Franklin's contracts with USSI, she was required to arbitrate with the Hospital. Franklin appealed.

Generally, those who have not agreed to arbitrate agreement cannot be compelled to do so. However, under California law, a non-signatory can compel arbitration when a signatory "attempts to avoid arbitration by suing non-signatory defendants for claims that are based on the same facts and are inherently inseparable from arbitrable claims against signatory defendants."

On appeal, the U.S. Court of Appeals for the Ninth Circuit relied on California cases to determine that Franklin's claims against the Hospital were "intimately founded in and intertwined with" her employment contract with USSI. The thrust of Franklin's claims was that she was

owed wages and overtime for unrecorded time she worked, and her employment with USSI was central to those claims. For example, USSI was responsible for seeking meal period waivers and compensating Franklin for missed meal breaks. USSI was also responsible for reviewing the timekeeping records, raising any discrepancies with the Hospital, and compensating her for her services. Thus, as a matter of equity, Franklin could not avoid arbitration simply because she sued only the Hospital and not USSI. Franklin was required to arbitrate her claims against the Hospital, and the district court properly dismissed the action.

Franklin v. Cmty. Reg'l Med. Ctr., 2021 WL 2024516 (9th Cir. May 21, 2021).

Note:

This defense strategy applied California law to allow the Hospital to avoid an expensive trial on the merits on the wage and hour claims. Note that as to California Fair Employment and Housing Act (FEHA) claims, however, employers cannot require any applicant or employee to submit any FEHA discrimination claims to mandatory arbitration, as a condition of employment, continued employment, or the receipt of any employment-related benefit.

COVID-19

Wife Could Not Sue Spouse's Employer For Her COVID-19 Infection.

Robert Kuciemba worked for Victory Woodworks, Inc. (Victory). In the fall of 2020, Kuciemba asymptomatically transmitted COVID-19 to his wife, Corby Kuciemba. Mrs. Kuciemba then sued Victory, to hold Victory liable for her COVID-19 infection. Mrs. Kuciemba alleged she contracted COVID-19 both through direct contact with her husband and through indirect contact with his clothing. She also alleged that Victory had a duty to keep her from this harm.

The district court dismissed the lawsuit. First, the court concluded that California workers' compensation exclusivity barred Mrs. Kuciemba's claim that she contracted COVID-19 through direct contact with Mr. Kuciemba. Next, the court determined Mrs. Kuciemba's "indirect contact" theory was not a plausible claim. Finally, the court reasoned that even if Mrs. Kuciemba's claims could survive, Victory's duty was to provide a safe workplace to its employees, and that duty did not extend to nonemployees who, like Mrs. Kuciemba, contracted viral infections away from Victory's work premises.

Note:

While this is not a published Northern District of CA decision, this case offers guidance for a rapidly emerging area of law. LCW anticipates that agencies may see COVID-19-related litigation in 2021 and beyond.

Firm Publications

To view these articles and the most recent attorney-authored articles, please visit: **www.lcwlegal.com/news.**

LCW Managing Partner and general counsel for the Los Angeles County Police Chiefs Association **J. Scott Tiedemann** was quoted in the April 28 *San Francisco Chronicle* article "State Supreme Court needed to resolve conflict in police disciplinary procedure." The piece by Courts Reporter Bob Egelko detailed a case involving Oakland police in which a state appeals court ruled that officers being questioned by a disciplinary agency have no right to see the agency's confidential reports until the questioning is over. This ruling conflicts with another appeals court ruling and the dispute must now be resolved by the state Supreme Court. Scott said the new ruling "will have an immediate and positive impact on how law enforcement agencies conduct effective misconduct investigations."

LCW Associate **Alex Volberding** was quoted in the May 11 article "Inland Regional Center in San Bernardino requiring employees to get coronavirus vaccine" published in the *Daily Bulletin*. The piece discusses the COVID-19 vaccination mandate the San Bernardino Center gave its employees, with the exception of those with a medical condition or conflicting religious belief. Alex highlighted the law in respect to this mandate.

Partner **Shelline Bennett** provided viewers details on vaccination mandates for employees returnig to workplaces during a Fox 26 (Fresno) Eye on Employment segment. During the segment, Shelline also covered reasonable accommodation as well as healthy and safe workplaces.

LCW Partner **Peter Brown** and Associate **Alex Volberding** authored the article "Guidance on COVID-19 and the Fair Labor Standards Act" in the May 12 issue of the *Daily Journal*. The piece explores the Department of Labor's updated guidance on the FLSA and its application to common COVID-19-related circumstances faced by employers during the pandemic.

Managing Partner **J. Scott Tiedemann** and Associate **Allen Acosta** recently penned the article "Pressure to Terminate" for the May/June 2021 issue of *Sheriff & Deputy Magazine*. The piece provides sheriffs critical tips on protecting the integrity of internal investigations—particularly during periods when the public is demanding that a deputy be terminated and criminally charged for their on-the-job actions. Further, the article shares how to provide transparency to the public while maintaining due process for the officer involved.

LABOR RELATIONS CERTIFICATION PROGRAM

Congratulations to Rodolfo Aguayo, County of Imperial's Director of Human Resources & Risk Management, for completing LCW's Labor Relations Certification Program!

The LCW Labor Relations Certification Program is designed for labor relations and human resources professionals who work in public sector agencies. It is designed for both those new to the field as well as experienced practitioners seeking to hone their skills. Participants may take one or all of the classes, in any order. Take all of the classes to earn your certificate and receive 6 hours of HRCI credit per course!

Join our other upcoming HRCI Certified - Labor Relations Certification Program Workshops:
1. July 21 & 28, 2021 - Nuts & Bolts of Negotiations
2. August 18 & 25, 2021 - The Public Employment Relations Board (PERB) Academy
3. September 19 & 16, 2021 - Nuts & Bolts of Negotiations

The use of this official seal confirms that this Activity has met HR Certification Institute's® (HRCI®) criteria for recertification credit pre-approval.

Learn more about this program here.

MANAGEMENT TRAINING WORKSHOPS

Firm Activities

Consortium Training

June 10 **"A Guide to Implementing Public Employee Discipline"**
Bay Area ERC | Webinar | Kevin J. Chicas

June 10 **"A Guide to Implementing Public Employee Discipline"**
Imperial Valley ERC | Webinar | Kevin J. Chicas

June 10 **"Advanced FLSA"**
San Diego ERC | Webinar | Elizabeth Tom Arce

June 16 **"The Art of Writing the Performance Evaluation"**
Gold Country ERC | Webinar | I. Emanuela Tala

June 16 **"Maximizing Supervisory Skills for the First Line Supervisor - Part 2"**
Monterey Bay ERC | Webinar | Kristi Recchia

June 16 **"Maximizing Supervisory Skills for the First Line Supervisor - Part 2"**
Orange County | Webinar | Kristi Recchia

June 16 **"Introduction to the FLSA"**
Sonoma/Marin ERC | Webinar | Lisa S. Charbonneau

June 16 **"The Art of Writing the Performance Evaluation"**
South Bay ERC | Webinar | I. Emanuela Tala

July 7 **"The Future is Now - Embracing Generational Diversity & Succession Planning"**
Monterey Bay ERC | Webinar | Christopher S. Frederick

July 7 **"The Future is Now - Embracing Generational Diversity & Succession Planning"**
NorCal ERC | Webinar | Christopher S. Frederick

July 21 **"A Supervisor's Guide to Understanding and Managing Employees' Rights: Labor, Leaves, and Accommodations"**
Orange County ERC | Webinar | Laura Drottz Kalty

Customized Training

Our customized training programs can help improve workplace performance and reduce exposure to liability and costly litigation. For more information, please visit www.lcwlegal.com/events-and-training.

June 9 **"Vaccination Issues"**
CSRMA | Webinar | Alexander Volberding

June 10 **"Having Difficult Conversations with Employees"**
CSRMA | Webinar | Erin Kunze

June 11 **"Preventing Workplace Harassment, Discrimination and Retaliation"**
City of Stockton | Webinar | Shelline Bennett

June 11 **"Freedom of Speech and Right to Privacy"**
Labor Relation Information System - LRIS | Las Vegas | Elizabeth Tom Arce

June 14 **"Overview of the City of Gilroy Personnel System"**
City of Gilroy | Webinar | Erin Kunze

June 16 **"Preventing Workplace Harassment, Discrimination and Retaliation"**
City of Hesperia | Christopher S. Frederick

June 16 **"Hiring and Personnel Issues"**
City of Ontario | Webinar | Leighton Henderson

June 17 **"Must Have Employment Policies"**
CSRMA | Webinar | Erin Kunze

June 25 **"Preventing Workplace Harassment, Discrimination and Retaliation"**
Municipal Water District of Orange County | Webinar | Alison R. Kalinski

June 29 **"Labor and Meet and Confer"**
City of Ontario | Webinar | Kristi Recchia

July 9 **"Preventing Workplace Harassment, Discrimination and Retaliation"**
Municipal Water District of Orange County | Webinar | Alison R. Kalinski

July 14 **"Preventing Workplace Harassment, Discrimination and Retaliation"**
City of Lynwood | Webinar | Heather R. Coffman

Speaking Engagements

June 17 **"Disability Accommodations in the Post COVID World"**
Southern California Public Agency Risk Management Association (PARMA) Chapter Meeting | Anaheim | Jennifer Rosner

June 29 **"General Manager Performance Evaluation and Contracts"**
California Special Districts Association (CSDA) General Managers Leadership Summit | Olympic Valley | Jack Hughes

Seminars/Webinars
For more information and to register, please visit www.lcwlegal.com/events-and-training/webinars-seminars.

June 9 **"Hiring CalPERS Retirees- Do's and Don'ts"**
Liebert Cassidy Whitmore | Webinar | Steven M. Berliner

June 17 **"The Rules of Engagement: Issues, Impacts & Impasse: Part 1"**
Liebert Cassidy Whitmore | Webinar | Kristi Recchia & Peter J. Brown

June 24 **"The Rules of Engagement: Issues, Impacts & Impasse: Part 2"**
Liebert Cassidy Whitmore | Webinar | Kristi Recchia & Peter J. Brown

July 13 **"Lessons Learned in Litigation & Settlement Agreements"**
Liebert Cassidy Whitmore | Webinar | Elizabeth Tom Arce

July 21 **"Nuts & Bolts of Negotiations: Part 1"**
Liebert Cassidy Whitmore | Webinar | Kristi Recchia & Shelline Bennett

July 28 **"Nuts & Bolts of Negotiations: Part 2"**
Liebert Cassidy Whitmore | Webinar | Kristi Recchia & Shelline Bennett

Copyright © 2021 LCW Liebert Cassidy Whitmore
Requests for permission to reproduce all or part of this publication should be addressed to Cynthia Weldon, Director of Marketing and Training at 310.981.2000.

Fire Watch is published monthly for the benefit of the clients of Liebert Cassidy Whitmore.
The information in *Fire Watch* should not be acted on without professional advice. To contact us, please call 310.981.2000, 415.512.3000, 559.256.7800, 619.481.5900 or 916.584.7000 or e-mail info@lcwlegal.com.