COLLINS, LOUGHRAN & PELOQUIN, P.C.
Legal Counsel to Employers and Schools

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Revised Version Form I-9

Effective January 21, 2017, all employers must have transitioned to the newest version of the Form I-9 (federal employment verification form required to verify employees' identities and eligibility to work in the United States). As of January 22, 2017, all previous versions of the Form I-9 will be invalid.

Recent increases in fines for Form I-9 violations and mistakes make using the updated version of this form critically important. It is a violation of the Form I-9 regulations to use an expired version of the form, even if the information captured by the form is otherwise accurate.

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CL&P Names Two New Partners

Colllins, Loughran and Peloquin, P.C. is proud to announce that Melissa R. Murray and Joshua R. Coleman have been promoted to Partner.

Since joining CL&P as an Associate in 2010, Attorney Murray has specialized in school law, including special education matters, as well as representing both school and municipal employers in collective bargaining, labor relations and personnel matters. Attorney Murray is a member of the Massachusetts Council of School Attorneys Executive Committee. She is a 2010 graduate of Suffolk University, where she earned a combined four year degree in law and business (J.D./MBA), and a 2002 graduate of the College of the Holy Cross.

Since joining CL&P as an Associate in 2011, after working the prior seven years as counsel to school districts and as a labor relations representative for the MBTA, Attorney Coleman has specialized in representing schools and municipal employers in collective bargaining, labor relations and personnel matters. He is a 2004 graduate of Northeastern University Law School and a 1998 graduate of the University of Rochester.

On-Call Meal Periods Must Be Paid

Employers need to be diligent about making sure that employees are relieved of all duties during unpaid lunch breaks. In DeVito v. Longwood Security Services, CA No. 2013-01724 (December 23, 2016), a case of first impression, the Massachusetts Superior Court set forth a new standard for determining whether an employee's meal period should be paid or unpaid. According to the court's decision, employees must be "completely relieved from duty" for a lunch break not to count as paid work time.

The Plaintiffs in this case were a group of private security guards working at sites throughout Boston. The guards were provided meal breaks but were required to remain in uniform, onsite, and respond to radio calls received during their breaks. The guards argued that because they were not completely relieved of their work related duties during meal breaks, the breaks should be paid. The court agreed. The guards claim Wage Act violations.

The court based its decision on the definition of "working time" under the state's wage-hour regulations, which it determined was unambiguous. It rejected the Defendant's claim that the test for determining whether an unpaid meal break is compensable is the more employer friendly test under the Fair Labor Standards Act that looks at whether the employee is "primarily engaged in work-related duties during meal periods."

This does not change M.G.L. c. 149, § 100, under which employees who work a period of more than six hours in a day are entitled to a 30-minute meal break. An employee can voluntarily waive the meal break and work through it, but only if paid for the 30 minutes.