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NEW YEAR, NEW LAWS IN ILLINOIS: WHAT YOU NEED TO KNOW IN 2025

Effective January 1, 2025, Illinois implemented several new employment laws aimed at enhancing worker protections and promoting transparency

1. MINIMUM WAGE INCREASES

The state's minimum wage increased from $14.00 to $15.00 per hour. For tipped workers, the minimum wage rose from $8.40 to $9.00 per hour, and for youth workers (under 18) working fewer than 650 hours per calendar year, the wage increased from $12.00 to $13.00 per hour.[1]

2. PAY TRANSPARENCY IN JOB POSTINGS

Employers with fifteen (15) or more employees are now required to include pay scale and benefit information in all job postings. Further, when such an employer makes an external job posting, the employer also must within fourteen (14) days announce, post, or otherwise make known to all current employees all such opportunities for promotion. This measure aims to promote fairness and transparency in compensation practices.[2]

3. ENHANCED PAY STUB REQUIREMENTS

Employers must provide detailed pay stubs to employees each pay period, including information on hours worked, pay rates, overtime pay, and wage deductions. Additionally, employers are required to retain copies of these pay stubs for at least three (3) years, even if the employee is no longer with the company. Employees and former employees have the right to request copies of their pay stubs during this retention period.[3]

Key Takeaway: Employers should establish a system to preserve employee pay stub information and ensure that in the separation process, employees are provided with a written offer to provide the prior year's pay stubs.

4. EXPANDED ACCESS TO PERSONNEL RECORDS

The Illinois Personnel Record Review Act has been amended to broaden the scope of documents that employees can access and ensures that employees have greater insight into the documents influencing their employment terms and conditions.[4] Employers are now obligated to provide, upon request:

- Employment-related contracts or agreements that are legally binding on the employee.
- Employee handbooks that were made available to the employee or that the employee acknowledged receiving.
- Written employer policies or procedures that pertain to qualifications for employment, promotion, transfer, compensation, benefits, discharge, or other disciplinary actions.

5. WORKER FREEDOM OF SPEECH ACT

The Worker Freedom of Speech Act prohibits employers from requiring employees to attend

meetings or participate in communications primarily intended to convey the employer's stance on religious or political matters. This law protects employees from being compelled to engage in discussions unrelated to their job duties.[5]

6. AMENDMENTS TO THE ILLINOIS HUMAN RIGHTS ACT

The Illinois Human Rights Act has been amended to include new protected categories, with the aim of fostering a more inclusive and supportive workplace environment.[6]

- **Family Responsibilities:** Employers are prohibited from discriminating against their employees based on their family responsibilities, which encompass obligations related to a family member's medical, hygiene, nutritional, or safety needs, as well as emotional support for a family member with a serious health condition. "Family member" is defined as an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. However, the law does not create a duty to accommodate family responsibilities.
- **Reproductive Health Decisions:** Discrimination against employees based on reproductive healthcare decisions, including contraception use, fertility treatments, or pregnancy-related care is now prohibited.

7. EXTENDED TIMEFRAME FOR FILING

Discrimination Complaints: Employees now have up to two (2) years to file harassment or discrimination complaints under the Illinois Human Rights Act, an extension from the previous 300-day filing period. This change provides individuals with additional time to seek recourse for alleged discriminatory actions.[7]

8. NEW CHILD LABOR LAWS:

New regulations have been introduced to enhance protections for minors under 16 years of age in the workforce. Employers are required to obtain employment certificates for minor employees, adhere to specified work hours, and ensure that minors are supervised by an adult aged 21 or older. These measures are designed to safeguard the well-being of young workers.[8]

9. DAY AND TEMPORARY LABOR SERVICES ACT

Effective August 9, 2024, Illinois implemented significant amendments to the Day and Temporary Labor Services Act, enhancing protections for temporary workers and imposing additional obligations on staffing agencies and their clients.[9] These amendments aim to promote fairness and transparency in the employment of temporary workers in Illinois. Key updates Include:

- **Equal Pay for Equal Work:** Temporary workers assigned to the same third-party client for over 720 hours within a 12-month period are entitled to compensation equivalent to the client's directly hired employees performing substantially similar work.[10] There are two (2) methods for determining equal pay:
    - **Comparator Method:** Based on the wages of the client's comparable directly hired employees.
    - **Bureau of Labor Statistics ("BLS") Method:** Utilizes median base hourly rates from the BLS for similar job classifications in the relevant geographic area.
      Exception: the equal pay and benefits provisions do not apply if the client's directly hired employees performing similar work are covered by a valid collective bargaining agreement in effect as of April 1, 2024, for the duration of that agreement.[11]
- **Right to Refuse Assignments:** Temporary workers can decline work assignments at sites experiencing labor disputes, such as strikes or picketing, without facing penalties.[12]
- **Benefit Parity:** Agencies are required to offer temporary workers benefits that are substantially similar to those provided to the client's directly hired employees or provide the hourly cash equivalent of such benefits.[13]
- **Application Receipts:** Staffing agencies must provide applicants who are not immediately assigned to a job with a receipt confirming their application, including pertinent details about the position sought.[14]

10. AMENDMENTS TO THE ILLINOIS WHISTLEBLOWER ACT

Beginning January 1, 2025, the Illinois Whistleblower Act is amended prohibit employers from retaliating against employees who disclose or threaten to disclose their employer's unlawful (or reasonably believed to be unlawful) activity to any supervisor, principal officer, board member, or supervisor in an organization that has a contractual relationship with the employer. Previously, the law prohibited employers from taking adverse actions against employees who reported such information.[15]

Employers and staffing agencies should review and adjust their practices to ensure compliance with the updated Act. For more information regarding these laws and how they may affect you, please contact our office.

[1] ILLINOIS DEPARTMENT OF LABOR, *Press Release: New Year Means New Laws Taking Effect (Dec. 20, 2024).*
[2] *Id.*
[3] *Id.*
[4] 820 ILCS 40.
[5] Public Act 103-0722.
[6] Public Act 93-1078.
[7] *Id.*
[8] Public Act 103-0721.
[9] 820 ILCS 175.
[10] *Id.*
[11] *Id.*
[12] *Id.*
[13] *Id.*
[14] *Id.*
[15] Public Act 103-0867.

EMPLOYER WELLNESS PROGRAMS UNDER SCRUTINY IN RECENT LAWSUITS

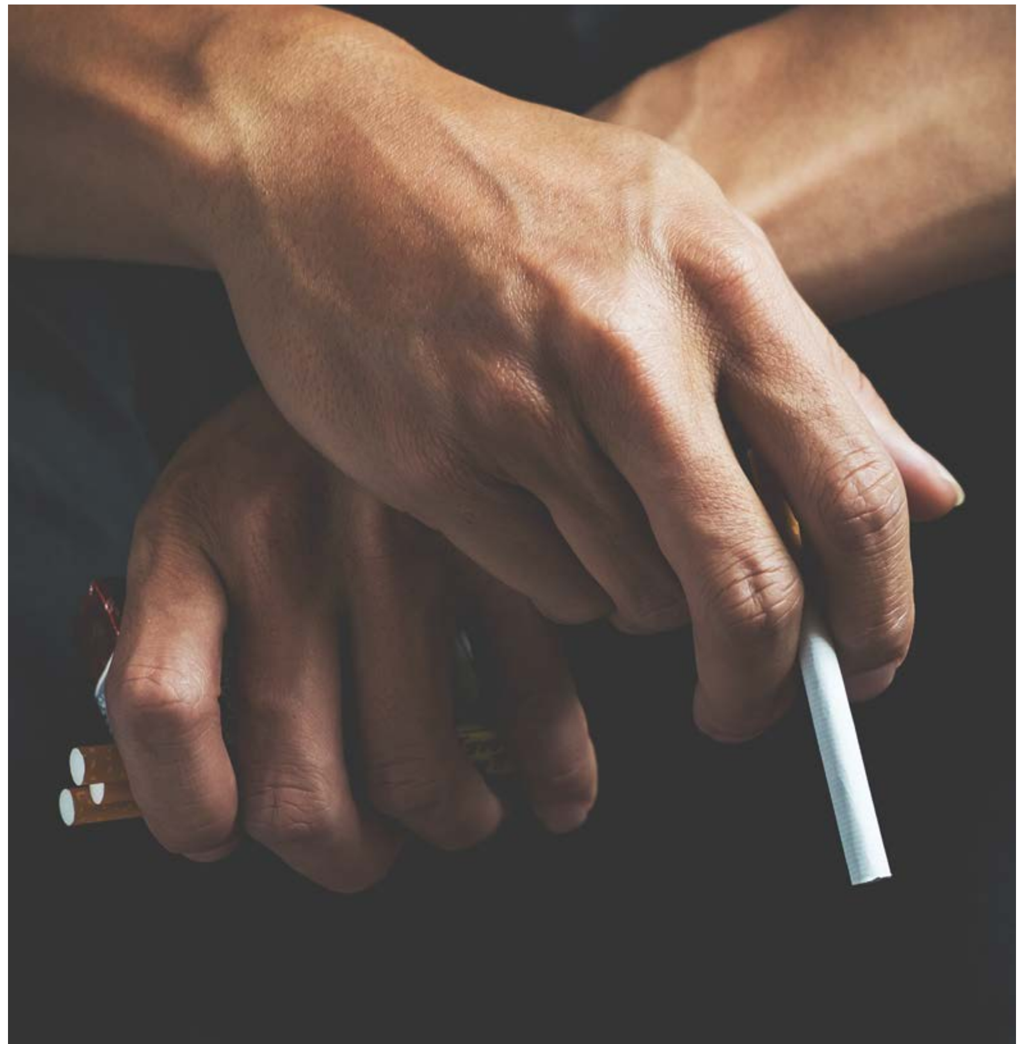
Lately, a wave of lawsuits has been filed by employee-participants claiming that their employers' wellness programs discriminate against them based on the health status-related factor of tobacco use. Typically, the participants filing these lawsuits are alleging that the wellness programs (1) do not offer a reasonable alternative to quitting smoking, such as allowing for other tobacco-related health improvements; (2) fail to adequately disclose the reasonable alternative standard to the surcharge in plan materials discussing the wellness program; and/or (3) do not offer the participant an opportunity to avoid the full surcharge.

Under the Employee Retirement Income Security Act (ERISA), a health plan may impose an insurance premium on a participant based on their health status if the participant does not comply with a wellness program. Section 702(b)(1) of ERISA contains a non-discrimination provision, which generally prohibits group health plans from charging higher premiums based on health-status related factors compared to similarly situated individuals. However, Section 702(b)(2) provides an exception to this rule, allowing a health plan to offer discounts or rebates in exchange for participation in wellness programs.

Some of the lawsuits against employers' wellness programs have been brought by the Department of Labor (DOL) itself. In *Secretary of Labor v. Macy's, Inc.*, the DOL alleged that Macy's operated a discriminatory wellness program that required tobacco users to quit smoking entirely after completing the cessation program in order to qualify for a refund of the surcharge. No. 1:17-cv-541, 2024 U.S. Dist. LEXIS 174600 (S.D. Ohio Sep. 26, 2024). Under ERISA, if an employer's wellness program implements a tobacco surcharge, it must be reasonably designed to promote health or prevent disease without being unduly burdensome. In this case, the DOL contends that Macy's wellness program was not reasonably designed because requiring participants to be smoke-free is not a reasonable alternative to the standard of being a non-smoker. Although Macy's sought to have the DOL's ERISA anti-discrimination claim dismissed, the U.S. District Court for the Southern District of Ohio recently denied the company's request. *Id.* at 10.

In another case, the DOL sued Flying Food Group, alleging that the company neglected to inform plan participants of a reasonable alternative to paying the tobacco surcharge. An investigation conducted by the DOL's Employee Benefits Security Administration revealed that Flying Food Group imposed a premium surcharge on certain plan participants that disclosed their tobacco use on health benefits enrollment forms. Rather than clearly outlining options for avoiding the surcharge, the company failed to communicate these alternatives to its plan participants. In September 2023, Flying Food Group was ultimately ordered by the Court to reimburse its affected participants $16,660 and pay $14,422 in penalties for ERISA violations

These cases raise questions about whether it is still tenable to maintain different benefit tiers based on wellness criteria. If your plan features different benefits levels based on wellness program compliance, you should consult with J+K to assess the continued viability of this approach.



PRESIDENT TRUMP'S SURPRISING PICK FOR LABOR SECRETARY

On November 22, 2024, President Trump announced his intention to nominate Oregon Representative Lori Chavez-DeRemer for the United States Secretary of the Labor. Chavez-DeRemer served as congressperson for Oregon's 5th District for only one term. Oregon's 5th district is traditionally a swing district, having elected three Republicans and four Democrats since it was created in 1982. In November 2024, Chavez-DeRemer lost to Democrat Janelle Bynum by approximately 11,000 votes. Chavez-DeRemer is more pro-union than many would have expected and is significantly more pro-union than President Trump. In her 2024 campaign she was endorsed by, among other unions, the UFCW, Ironworkers Local 29, Western States Carpenters, Operating Engineers Local 701, Teamsters Joint Council No. 37 and the IUPAT District Council 5.

Before being elected to Congress, Chavez-DeRemer was the mayor of Happy Valley, Oregon. Chavez-DeRemer is one of the most pro-union Republicans, as she was the only Republican co-sponsor and one of only three republican house members who supported President Biden's Protecting the Right to Organize Act or the PRO Act. The PRO Act would weaken right-to-work laws, expand worker's rights and, perhaps most critically, allow secondary boycotts. While in Congress, Chavez-DeRemer also co-sponsored the Public Service Freedom to Negotiate Act which would expand the rights of federal public sector employees and legislation to reform federal Cannabis laws – also not traditional Republican platforms.

It is rumored that International Brotherhood of Teamsters President Sean O'Brien was the catalyst behind President Trump's choice. O'Brien drew the ire of many in labor when he spoke at the Republican National Convention and when the IBT refused to endorse Vice President Harris. However, his gamble may have paid off as it seems he now has the ear of President Trump. While Chavez-DeRemer may be more pro-union than expected, she is certainly not pro-worker across the board. The AFL-CIO gives her only a 10% life-time rating based on her voting record. The average Republican congressperson receives a 6% score from the AFL-CIO.[1] And, while Chavez-DeRemer may in fact be labor-friendly herself, she will serve at the pleasure of the President who appointed her. Whether or not President Trump will encourage the Labor Department to be more labor and worker friendly remains to be seen, but it would certainly be a stark contrast from his first term. And, perhaps of more immediate concern, his current alliance with the richest man in the world, Elon Musk. Musk is a staunch Union buster and is spearheading multiple avenues of litigation in an effort to get the National Labor Relations Act declared unconstitutional. While it is unlikely the entire NLRA will be declared unconstitutional, the composition of the federal judiciary makes this an outcome that cannot be altogether dismissed.

Chavez-DeRemer is certainly a better nominee than many in labor could have hoped for, but whether she will be confirmed and what latitude she will have if confirmed remains up in the air.

[1] https://aflcio.org/scorecard/legislators/lori-chavez-deremer

RETIREMENT RECKONING

Sixth Circuit sets high bar for fiduciary accountability

On November 20, 2024, the Sixth Circuit issued a decision in *Johnson v. Parker-Hannifin Corp.*[1], which allowed fiduciary imprudence claims asserting that the target-date funds, specifically the Northern Trust Focus target-date funds, were imprudent because they underperformed the S&P 500 Index and three other popular target date funds.

The lawsuit was brought by five (5) former employees of the Parker-Hannifin Corporation who were participants in its retirement savings plan. The plan is one of the largest 401(k) retirement plans and contains approximately $4.3 billion in assets. Parker-Hannifin selected the Northern Trust Focus Funds, a group of target-date funds, as one of its investment options. The plaintiffs challenged the decision to select the funds, as well as the decision of the fiduciaries to choose funds with higher cost share classes when institutional investors like Parker-Hannifin had the option to invest the same funds with lower cost share classes.[2]

BACKGROUND

ERISA requires that fiduciaries responsible for managing retirement plans act in the best interests of plan participants and beneficiaries, and they must follow the prudent investment rule. The key principles to the prudent investment rule include (1) the duty of prudence, meaning fiduciaries must act with the care, skill, prudence and diligence that a knowledgeable and experienced person would exercise in a similar role and under comparable circumstances; (2) diversification, meaning investments must be diversified to minimize the risk of large losses; (3) focus on plan interests, meaning all investment decisions must prioritize the financial interests of plan participants and beneficiaries, avoiding conflicts of interest; (4) compliance with plan documents and (5) continuous monitoring, meaning fiduciaries must regularly review performance.

CASE HISTORY

Initially, the District Court granted Parker-Hannifin's motion to dismiss in its entirety. When reviewing the claim challenging the prudence of the target fund decision, the District Court held that the plaintiffs did not plead a viable claim of fiduciary breach because they failed to identify a meaningful benchmark and because the other evidence to which plaintiffs pointed

was not enough to support a claim of imprudence. When reviewing the claim that the fiduciaries had unnecessarily caused the plan to pay for higher-priced shares, the court held that plaintiffs' allegation that any threshold for lower cost shares would have been waived was "speculative and conclusory."[3]

The Sixth Circuit, in a 2-1 decision, disagreed with the District Court and reversed the dismissal of the case. The Court found that the plaintiffs had presented enough factual allegations to pursue their claims further.

Specifically, the court noted at the onset that prudence "is a process-driven obligation," in other words, in the context of an "imprudent retention claim," the real question is whether the fiduciary engaged in a reasoned decision-making process when it decided to *keep* the investment. The court agreed with the defendants—that the evidence showing the plan's original selection of the target date funds in 2013 was imprudent because it was untested at the time—could not support plaintiffs' claims that it was imprudent to keep those funds. Nevertheless, the court agreed with plaintiffs that the *other* evidence they presented, namely that the target funds' high turnover rates caused upheaval and high transaction costs, and that they significantly underperformed benchmarks, supported a conclusion that plaintiffs had stated a claim for imprudence in keeping the funds as investment options.[4]

When reviewing whether the claims of high turnover rate and underperformance sufficiently state a claim for imprudence, the court reasoned that a plaintiff was allowed, but not required to "point to a higher-performing fund—in conjunction with additional context-specific evidence—to demonstrate imprudence." In reviewing whether plaintiffs pled sufficient facts, the court noted that they identified a meaningful benchmark by pleading that the target funds were "expressly structured to meet an industry benchmark" (i.e. the S&P target date benchmark), which the funds had unperformed until at least 2014. Plaintiffs argue that a prudent fiduciary would have removed the funds by the end of 2015.

It remanded the case for further proceedings to examine whether the fiduciaries sufficiently fulfilled their ERISA obligations.

WHY WE CARE

The Sixth Circuit's decision in this case is significant because it sets important precedents for retirement plan management, emphasizing the accountability of fiduciaries in choosing, monitoring and replacing investments, as well as minimizing fees for plan participants. The Court found that it is not enough to make prudent investment choices at the beginning, fiduciaries must show ongoing oversight and make adjustments based on performance.

It also stresses fiduciaries' responsibility to obtain the lowest possible fees. Plaintiffs alleged that the plan failed to leverage its large size to negotiate better fees, which could have reduced costs for participants. In other words, the Court is telling fiduciaries to actively pursue cost-saving measures, even if investment minimums or other barriers exist.

This case also provides guidance on how to evaluate claims of underperformance. It requires plaintiffs to connect allegations to "meaningful bench markers" (i.e. industry standard indexes, like the S&P 500; peer fund comparisons; expense ratios and turnover rates) and industry standards. This ensures that lawsuits focus on real imprudence, instead of hindsight critiques. Theoretically, this would avoid frivolous claims.

Finally, this case could potentially lead to an increase in ERISA-related lawsuits. The decision encourages participants to review the management of their plans, especially when it concerns fees and investment performance. Fiduciaries should take extra care to document and justify their decision-making processes.

If you have any questions, please contact our office.

[1] 122 F. 4th 205 (6th Cir. 2024)
[2] Hopkins, Elizabeth. *Sixth Circuit Clarifies that Plaintiffs Must Plead, Not Prove, Excessive Fees.* Yourerisawatch.com. November 27, 2024.
[3] Hopkins at 2.
[4] *Id.*

RECENT NLRB RULING REINSTATES 'CLEAR AND UNMISTAKABLE WAIVER' STANDARD

On December 10, 2024, the National Labor Relations Board (NLRB) overturned a prior precedent that had allowed employers greater leeway in changing working conditions without union negotiations. In the case of *Endurance Environmental Solutions, LLC and Teamsters Local No. 100* (N.L.R.B., Case 09-CA-273873), the NLRB rejected the *MV Transportation* standard and reinstated a stricter requirement that employers must provide a "clear and unmistakable waiver" of the union's bargaining rights within a collective bargaining agreement (CBA).

The case involved allegations of unfair labor practices by Endurance Environmental Solutions, a waste management company, regarding its employees' rights to organize and engage in collective bargaining through the Teamsters union. Teamsters Local No. 100 accused Endurance of undermining these rights by discouraging union activities, failing to recognize the union as the workers' representative, and employing intimidation and coercion to weaken the union's organizing efforts.

Endurance Environmental unilaterally decided to install cameras in its trucks for employee monitoring, referencing a management rights clause that allowed for "changes in equipment." Teamsters Local No. 100 filed an unfair labor practice charge against the employer for not bargaining over this decision.

Under the National Labor Relations Act (NLRA), unionized employers generally cannot make unilateral changes to mandatory subjects of bargaining—such as wages, hours, and other employment terms—without first notifying the union and offering a chance to negotiate. Limited exceptions exist, such as situations where an employer can prove that the union contractually waived its right to bargain over the decision. Whether the union contractually waived its right to bargain over the decision was previously determined by the "contract coverage" standard.

The "contract coverage" standard, established in 2019 by *MV Transportation, Inc. and Amalgamated Transit Union Local #1637* (NLRB, Case 28-CA-173726), allowed employers to broadly interpret management rights clauses, enabling unilateral changes to working conditions if those changes were generally covered by the agreement and not explicitly restricted. This standard permitted employers to bypass negotiations on various issues during the CBA's term.

The administrative law judge, applying the "contract coverage" standard, concluded that Endurance Environmental did not violate the NLRA because the decision to install cameras fell within the management rights clause, and thus could be broadly interpreted. However, in a split decision, the NLRB disagreed and reinstated the long-standing "clear and unmistakable waiver" standard. The "clear and unmistakable waiver" standard, originally established by *Tide Water Associated Oil Co.*, 85 NLRB 1096 (1949), necessitates a detailed examination of contract language. Under this standard, an employer may be found in violation of the NLRA for making changes to mandatory bargaining subjects without notifying the union or failing to negotiate upon request. Employers must demonstrate that a union has explicitly waived its right to negotiate changes in working conditions. Without clear evidence of such a waiver, unilateral changes may violate the NLRA.

Applying the "clear and unmistakable waiver" standard, the NLRB determined that Endurance Environmental's right to "implement changes in equipment" did not constitute a clear waiver because neither the CBA nor any extrinsic evidence explicitly referenced the use of video or audio monitoring. Consequently, the NLRB ruled that the employer violated the Act by failing to notify the union and provide an opportunity for bargaining over the decision.

The NLRB stated that the "contract coverage" standard undermined the NLRA's goal of promoting industrial stability, while the "clear and unmistakable waiver" standard better supports the objective of fostering industrial peace through collective bargaining. The NLRB majority argued that this standard aligns more closely with the intent of Supreme Court rulings and precedents recognized by most federal appellate courts. However, the dissenting opinion highlighted that several appellate circuits, including the D.C. Circuit, have rejected this waiver standard.

The NLRB's ruling in *Endurance Environmental Solutions, LLC* imposes a heightened burden on employers to demonstrate that both parties explicitly agreed to allow unilateral employer actions regarding specific employment terms. This ruling reinstates the stringent "clear and unmistakable waiver" standard, limiting unilateral changes to employment terms and highlighting the necessity for employers to ensure their CBAs include clear waiver language. This standard also considers not only the exact wording of contract provisions but also extrinsic evidence, such as bargaining history, to confirm that a union consciously waived its

interest in a specific employment term. General management rights clauses will not be seen as waivers of the right to bargain over specific issues. Even if waiver is proven, employers must still negotiate the effects of their decisions unless they can demonstrate otherwise. Employers should carefully review CBAs and maintain comprehensive negotiation records to comply with this ruling and avoid unilateral changes that lack union approval.

However, this decision may be temporary, as the incoming Trump Administration has already moved to change the Board's composition and a new Board could potentially restore the previous standard. The lame duck Senate was unable to confirm NLRB Chair Lauren McFerran which opened a vacancy in the NLRB for President Trump to fill, in addition the already open Republican seat. On Monday January 27, 2025, President Trump fired Democrat Board Member Gwynne Wilcox, despite her term being confirmed by the Senate until 2028. This was an unprecedented move as no Board Member has been fired in the history of the NLRB. It also seemingly flies in the face of Supreme Court precedent. *See Humphrey's Executor 295* U.S. 602 (1935). However, the Wilcox matter is resolved, at some point if President Trump chooses to appoint Board members, there will be a Republican majority. This shifting landscape underscores the need for clear management rights clauses and suggests that significant changes in the NLRB's approach could occur under new leadership. Overall, while the NLRB's current stance is harsher on employer actions, its future is uncertain with the expected transition in administration.

REPORT: LOCAL GOVERNMENTS PUSHING BACK AGAINST ANTI-UNION LAWS

Despite challenges, local governments continue push for labor protections

As labor organizations continue to rise, many states have attempted to intercept the prevalence of labor rights. However, cities and counties are fighting back against these efforts by implementing new and innovative measures to protect workers, according to a new report by the NYU Wagner Labor Initiative and Local Progress Impact Lab.[1]

The report highlights ways that local governments are stepping in to document working conditions, educate workers about their rights and address pressing issues like extreme heat and wage theft. These efforts are emerging against a backdrop of heightened union organizing and public approval of labor unions reaching levels not seen since the 1960s.

In response to growing unionization, states such as Tennessee, Alabama, Georgia, and Mississippi have pushed back, with governors in these states discouraging union efforts among auto workers. Additionally, many states have proposed laws to hinder payroll deductions for union dues and penalize employers who recognize unions through card check processes. Terri Gerstein, director of the NYU Wagner Labor Initiative and co-author of the report, notes, "Increased worker organizing has triggered a reaction, with states using preemption laws to nullify local labor protections and thwart worker-friendly policies."[2]

So, what is preemption? Preemption refers to the ability of higher levels of government, such as state or federal authorities, to limit or override the policymaking authority of lower levels of government. This practice significantly shapes the landscape of labor rights and local governance, often curtailing efforts to implement worker-focused policies.[3]

While the state laws could face legal challenges for potentially conflicting with federal labor laws, they are already reshaping the labor landscape. Benjamin Sachs, a Harvard Law School professor, noted that if these laws withstand legal scrutiny, they could pave the way for more state-level interventions in labor relations—both pro- and anti-union. Economic considerations are also at play. Leaders in Southern states worry that unionization could deter future investments, particularly as states compete to attract electric vehicle and battery plants. However, union supporters argue that better wages and working conditions could enhance the region's appeal to skilled workers.

Despite these challenges, local governments are continuing to implement measures to protect workers. Specifically,

Miami-Dade County, Phoenix, and Los Angeles who have appointed chief heat officers to mitigate workplace injuries caused by extreme heat. Similarly, school districts are educating families about child labor laws and identifying unsafe employment for minors.

Worker boards are another critical tool. For example, Detroit has established an industry standards board to advocate for pro sports facility workers, addressing concerns like low wages, childcare access, and workplace safety. "We're giving everyone a seat at the table – employees, government officials, and management – to create meaningful change," said Porchá Perry, a board member and employee at Comerica Park.

Cities like Boston and Seattle are becoming models for labor protections. In Boston, the Worker Empowerment Cabinet provides free OSHA training and heat illness prevention education. Last year, the city enacted safety standards for construction projects under Mayor Michelle Wu. New Orleans is another leader, raising the minimum wage for city employees to $15 and protecting their right to organize. Step Up Louisiana, an advocacy group, is pushing for a workers' bill of rights to ensure living wages, paid leave, and safe workplaces.

The report also highlights local efforts to address wage theft, a widespread issue often overlooked due to under-resourced state and federal agencies. San Diego County, for example, has established a fund to recover stolen wages, providing up to $3,000 to affected workers.

Labor experts emphasize the role of local governments in advancing worker rights, especially in states with hostile labor climates. "Even a small local office can make a significant impact," Gerstein said. "It starts with hiring dedicated staff – an army of one can grow into a movement."

As the labor movement intensifies, localities are demonstrating that meaningful change is possible, even in the face of significant state opposition. Their actions underscore the importance of advocacy in securing fair treatment and protections for workers nationwide.

[1] https://localprogress.org/wp-content/uploads/2024/08/How-Local-Government-Can-Stand-Up-for-Workers-When-States-Try-to-Stand-in-Their-Way.pdf
[2] *Id*
[3] *Id*

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