



BUSINESS IN 2026

WEEKLY WEBINAR SERIES



Your Host



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Today's Agenda

Kerry Langan – (12 p.m.)

- Welcome and Agenda

Robert Manfredo – (12 – 12:05 p.m.)

- Update on the Trapped at Work Act

Kristen Thorsness – (12:05 – 12:15 p.m.)

- Update on Title IX's Three-Part Test for Athletic Participation

Caroline Westover – (12:15 – 12:20 p.m.)

- Updates for the Upcoming H-1B Lottery (FY2027)

Kymberley Walcott-Aggrey – (12:20 – 12:30 p.m.)

- Second Circuit Clarifies Standards for Religious Accommodations

Kerry Langan – (12:30PM)

- Wrap Up

Update on the Trapped at Work Act



Robert Manfredo

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Trapped at Work Act 2.0

- Initially passed December 2025 with broad definition of “employment promissory note” that could be construed as applying to various types of agreements:
 - Tuition repayment agreements
 - Sign-on bonuses
- Amendment was introduced on January 6, 2026 and subsequently passed both the Assembly and Senate
- Governor signed the amendment on 2/13

(cont'd)

Trapped At Work Act 2.0

- Creates a pathway for employers to seek repayment of tuition, fees and required materials for a “transferable credential”
 - Degree, diploma, license, certificate or documented evidence of skill proficiency or course completion that is widely recognized by employers in the relevant industry as a qualification for employment, independent of the employer’s specific business practices, or that provides skills or qualifications that demonstrably enhance the employee’s employability with other employers in the relevant industry

Trapped at Work Act 2.0

- Transferrable Credential does not include:
 - Instruction regarding employer's proprietary processes, systems, internal policies, software, or equipment that is unique to the employer
 - Mandated safety and compliance training; training required by federal, state or local law to maintain workplace safety (e.g., OSHA certifications, sexual harassment prevention training, or diversity training)

Trapped At Work Act Amendment

- Employers may seek repayment from employees for “transferable credentials” under the amended Act as long as:
 - The agreement is memorialized in a separate document
 - The credential is not a condition of employment
 - The agreement specifies the repayment amount before the employee agrees and the repayment amount does not exceed the cost to the employer of the tuition, fees and required educational materials for the transferrable credential received
 - The agreement provides for prorated amount that is proportional to the total repayment amount and length of the required employment period, and does not require acceleration payment upon separation
 - No repayment is owed if the employee is terminated, unless they were fired for misconduct

(cont'd)

Trapped at Work Act 2.0

- Employer may also seek reimbursement for the following:
 - Agreement that requires the employee to pay the employer for any property the employer has sold or leased to the employee, as long as such sale or lease was voluntary
 - Agreement that requires the employee to repay a financial bonus, relocation assistance, or other non-educational incentive or other payment or benefit that is not tied to specific job performance, **unless** the employee was terminated for any reason other than misconduct or the duties or requirements of the job were misrepresented to the employee

Trapped at Work Act 2.0

- Other Notable Changes:
 - Revised definition of “Employer”
 - Use of word, “Employee” instead of “Worker” with much shorter definition
 - Removal of language from definition of “Employment Promissory Note” which stated that definition includes an agreement seeking payment of money for reimbursement for training provided by the employer or third party
 - Effective date of law is moved to one year after the law originally passed (12/19/2026)

Update on Title IX's Three-Part Test for Athletic Participation



Kristen J. Thorsness

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Updates for the Upcoming H-1B Lottery (FY2027)



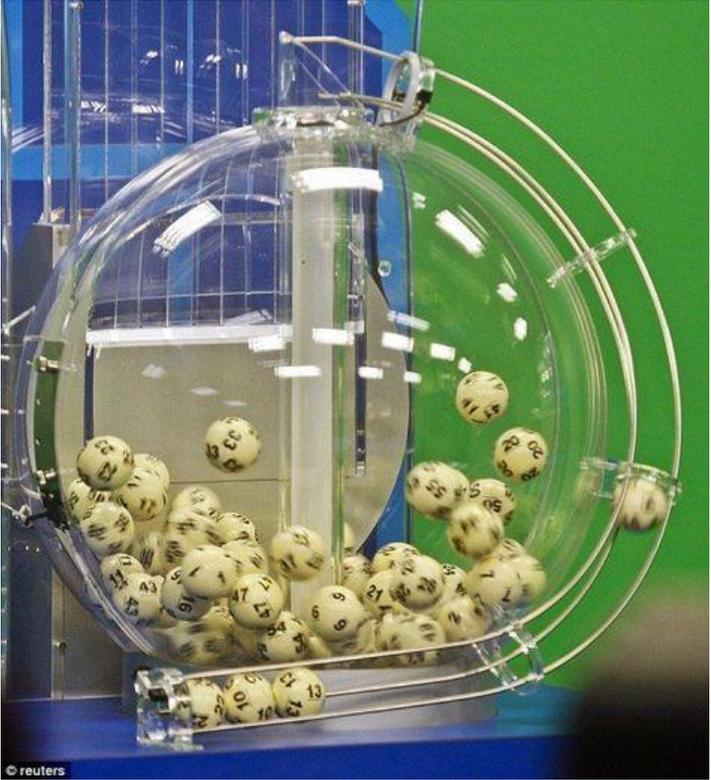
Caroline M. Westover

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Updates for the Upcoming H-1B Lottery (FY2027)



H-1B Lottery (FY2027)

- **Online Registration Window:** **March 4, 2026 – March 19, 2026**
 - USCIS will close the registration window at 12 noon (EST) on March 19th
 - For employment beginning October 1, 2026 (FY2027)
- **Registration Filing Fee:** \$215 per beneficiary
 - The filing fee – paid during registration process - is non-refundable.
- **H-1B Numbers: Limited Number of H-1Bs Available**
 - 65,000 for “Regular” Cap
 - An additional 20,000 for individuals with advanced U.S. degrees

H-1B Lottery (FY2027)

- **New in 2026...**

- The H-1B Lottery will no longer have random selection process. Instead...the federal government has announced, and will implement, a “weighted selection process” intended to prioritize the allocation of H-1B work visas to highly-skilled, highly paid individuals.
- Weighted selection system based on US Department of Labor’s four-level prevailing wage system to correlate the # of entries to the DOL wage level for the offered position:
 - Wage Level I – 1 lottery entry
 - Wage Level II – 2 lottery entries
 - Wage Level III – 3 lottery entries
 - Wage Level IV – 4 lottery entries
- If selected in the H-1B Lottery, the employer will need to include documentation to support the wage level chosen when the H-1B Petition is subsequently filed.

Second Circuit Clarifies Standards for Religious Accommodations



Kymberley Walcott-Aggrey

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Based on *Gardner-Alfred v. Federal Reserve Bank of New York* (2d Cir. 2025)

- Why this case matters?
 - Clarifies how courts must evaluate sincerely held religious beliefs when assessing requests for accommodations
 - Highlights when sincerity disputes can be resolved at summary judgment
 - Provides practical guidance for employers handling accommodation request

Case Background

- **Employer:** The Federal Reserve Bank of New York
- **Policy:** Mandatory COVID-19 vaccination with medical/religious exemptions
- **Plaintiffs:** Gardner-Alfred and Diaz
- **Facts:** Both plaintiffs sought religious exemptions from the policy; their requests were denied, and they were subsequently terminated
- **Claims:** Title VII, Religious Freedom Restoration Act (RFRA), First Amendment Free Exercise Clause
- **Burden:** Both Plaintiffs needed to show that their objectives were based on “sincerely held religious beliefs” and that the employer’s policy burdened those beliefs

District Court's Ruling

- **Outcome:** Granted summary Judgment for the employer
- **Rationale**
 - Both plaintiffs failed to show sincerity
 - Gardner-Alfred
 - Could not substantiate claimed religious affiliation
 - Purchased generic online exemption package
 - Diaz
 - Evidence of secular motivations for avoiding vaccination
 - Inconsistent conduct
 - Pastor declined to support exemption
 - no substantial religious conflict existed

Second Circuit's Decision

- **Split outcome**
 - Affirmed summary judgment against Gardner-Alfred
 - Vacated and remanded Diaz's claims for trial
- **Why the different outcomes?**
 - Gardner-Alfred's testimony was so contradictory and unsupported that no reasonable jury could find that her beliefs were sincere
 - Diaz's evidence allowed competing reasonable inferences that must be resolved by a jury, not a court

Key Legal Principals

- Mixed motives do not defeat sincerity
- Inconsistent conduct is not dispositive
- Clergy disagreement is not determinative
- Use of a third party-religious organization's letterhead does not automatically undermine sincerity

Key Takeaways for Employers

- Summary judgment on sincerity will be rare
- Mixed motives and inconsistent behavior do not automatically undermine sincerity
- Documentation is critical
 - Employee statements, interactive process, business impact
- Employers should avoid evaluating the “validity” of beliefs
 - Clarifying questions are appropriate — but must be handled carefully

Workplace 2026

Annual Labor & Employment Law Conference

Date	Location
Thursday, June 11, 2026	Albany
Thursday, May 21, 2026	Corning
Thursday, June 25, 2026	Long Island
Thursday, June 18, 2026	New York City
Thursday, June 4, 2026	Rochester
Tuesday, June 23, 2026	Saratoga Springs
Thursday, May 28, 2026	Syracuse
Tuesday, June 9, 2026	Westchester

Registration for all programs will be available starting Spring 2026

Questions?



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Update on the Trapped at Work Act

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Sexual Harassment Prevention Training

To combat harassment in the workplace, every New York State employer must provide harassment prevention training for all employees annually.

For more information on Bond's online sexual harassment training [click here](#) or email bondonline@bsk.com

Thank You

The information in this presentation is intended as general background information.
It is not to be considered as legal advice.
Laws can change often, and information may become outdated.

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