

LABOR CODE

SECTION 2850-2866

2850. One who, without consideration, undertakes to do a service for another, is not bound to perform the same but if he actually enters upon its performance, he shall use at least slight care and diligence therein.

2851. One who, by his own special request, induces another to intrust him with the performance of a service, shall perform the same fully. In other cases, one who undertakes a gratuitous service may relinquish it at any time.

2852. A gratuitous employee, who accepts a written power of attorney, shall act under it so long as it remains in force, or until he gives notice to his employer that he will not do so.

2853. One who is employed at his own request to do that which is more for his own advantage than for that of his employer, shall use great care and diligence therein to protect the interest of the employer.

2854. One who, for a good consideration, agrees to serve another, shall perform the service, and shall use ordinary care and diligence therein, so long as he is thus employed.

2855. (a) Except as otherwise provided in subdivision (b), a contract to render personal service, other than a contract of apprenticeship as provided in Chapter 4 (commencing with Section 3070), may not be enforced against the employee beyond seven years from the commencement of service under it. Any contract, otherwise valid, to perform or render service of a special, unique, unusual, extraordinary, or intellectual character, which gives it peculiar value and the loss of which cannot be reasonably or adequately compensated in damages in an action at law, may nevertheless be enforced against the person contracting to render the service, for a term not to exceed seven years from the commencement of service under it. If the employee voluntarily continues to serve under it beyond that time, the contract may be referred to as affording a presumptive measure of the compensation.

(b) Notwithstanding subdivision (a):

(1) Any employee who is a party to a contract to render personal service in the production of phonorecords in which sounds are first fixed, as defined in Section 101 of Title 17 of the United States Code, may not invoke the provisions of subdivision (a) without first giving written notice to the employer in accordance with Section 1020 of the Code of Civil Procedure, specifying that the employee from and after a future date certain specified in the notice will no

longer render service under the contract by reason of subdivision (a).

(2) Any party to a contract described in paragraph (1) shall have the right to recover damages for a breach of the contract occurring during its term in an action commenced during or after its term, but within the applicable period prescribed by law.

(3) If a party to a contract described in paragraph (1) is, or could contractually be, required to render personal service in the production of a specified quantity of the phonorecords and fails to render all of the required service prior to the date specified in the notice provided in paragraph (1), the party damaged by the failure shall have the right to recover damages for each phonorecord as to which that party has failed to render service in an action that, notwithstanding paragraph (2), shall be commenced within 45 days after the date specified in the notice.

2856. An employee shall substantially comply with all the directions of his employer concerning the service on which he is engaged, except where such obedience is impossible or unlawful, or would impose new and unreasonable burdens upon the employee.

2857. An employee shall perform his service in conformity to the usage of the place of performance, unless otherwise directed by his employer, or unless it is impracticable or manifestly injurious to his employer to do so.

2858. An employee is bound to exercise a reasonable degree of skill, unless his employer has notice, before employing him, of his want of skill.

2859. An employee is always bound to use such skill as he possesses, so far as the same is required, for the service specified.

2860. Everything which an employee acquires by virtue of his employment, except the compensation which is due to him from his employer, belongs to the employer, whether acquired lawfully or unlawfully, or during or after the expiration of the term of his employment.

2861. An employee shall, on demand, render to his employer just accounts of all his transactions in the course of his service, as often as is reasonable, and shall, without demand, give prompt notice to his employer of everything which he receives for the account of the employer.

2862. An employee who receives anything on account of his employer, in any capacity other than that of a mere servant, is not bound to deliver it to the employer until demanded, and is not at liberty to

send it to the employer from a distance, without demand, in any mode involving greater risk than its retention by the employee himself.

2863. An employee who has any business to transact on his own account, similar to that intrusted to him by his employer, shall always give the preference to the business of the employer.

2864. An employee who is expressly authorized to employ a substitute is liable to his principal only for want of ordinary care in his selection. The substitute is directly responsible to the principal.

2865. An employee who is guilty of a culpable degree of negligence is liable to his employer for the damage thereby caused to the employer. The employer is liable to the employee if the service is not gratuitous, for the value of the services only as are properly rendered.

2866. Where service is to be rendered by two or more persons jointly, and one of them dies, the survivor shall act alone, if the service to be rendered is such as he can rightly perform without the aid of the deceased person, but not otherwise.
