

What's Inside?

EA Staff and Board	2
Hotline Hits	3
Legislative	
The Impact of Internal Investigations on Employer Liability: A Review of 2009 Court Decisions	4
Union Organizing and Employer Disclosure Obligations Changing	5
COBRA Premium Subsidy Extended	6
Health & Wellness	
Battling Weight Loss? Win by Losing with These Tips	7
Survey Says	
National Wage & Salary Survey	8
EA Partners	
CIC: We Believe in CIC	8
Medical Mutual: Five New Year's Resolutions for Your Health and Life Insurance	9
Workers' Compensation	
Changes Coming on BWC Payroll Report and Premium Calculations	12



The Employers' Association What's *Our* Story?

On November 10, 2010, The Employers' Association (EA) will celebrate sixty years of service to the employers of the greater Toledo area. Sitting at my computer writing this article, I am struggling to express what this really means. Reaching significant anniversaries and celebrating their accomplishments is important. However, knowing how to do this best is challenging. Let me offer an example.

My wife and I recently celebrated our 25th wedding anniversary. Initially, I was just glad to remember the date and the correct number of years, but as the big day approached, I found myself thinking about how to make the day and what it represented special and important. As is typical, we went to our favorite restaurant to enjoy ourselves. It was in the midst of the conversation that I realized what it meant to celebrate an anniversary. Nancy and I talked over dinner about many of the high points and some of the low points that we had experienced together.

(*Our* Story continued on page 3)



(**Our** Story continued from page 1)

I guess, in a way, you could say we relived our story and how we had managed to both survive and thrive over the years. As you can imagine we are both proud of that story, not because it is earth-shattering, but simply because it is **our** story, the one we wrote together over a fairly long period of time and because in the writing of that story we have become who we are.

You might be asking, “How does this relate to the EA, Jack?” As I’ve reflected on the 60th anniversary of the EA, it seems to me that what’s really important to celebrate is **Our** story. Not the one written only by the current staff of the EA, but the one many individuals at many companies have written over the last sixty years.

That’s where YOU come in. In order to write and reflect on the EA story, I need your help. Every month in 2010, the EA staff and I will be sharing little parts of the EA story in this publication and on the EA web site. We will be reviewing our history files and talking to people who are currently serving or have recently served on the Board of Directors. However, we need your help, too. We believe each member has something to share that can help us write **our** story. Perhaps you worked at the EA and could share your experiences. Perhaps the EA has helped you or your company in a special way, and you’d like to share that with other members. Or maybe you know someone who has made a contribution to the EA and we should talk to them so we can share their story with the rest of the membership.

If you will, please drop me an e-mail titled “My EA Story” and send it to jhollister@employersassociation.com or send a note to my attention at the EA address.

Thanks for being part of **our** story. We look forward to writing it with you this year as we celebrate sixty years of service.

Jack Hollister, President

Hotline Hits

Q: We have an injured worker who started FMLA leave but now we want her back to work to perform a light duty position. It seems to me we can count light duty work against the employee’s 12-week FMLA entitlement. Am I right?

A: No. Under the final FMLA regulations issued in 2009, it is clear that time spent performing light duty work does not count against an employee’s FMLA leave entitlement. Even if an employee is voluntarily performing a light-duty assignment, the employee is not on FMLA leave.

However, this rule does not destroy the employee’s right to be restored to the position he or she held at the start of the FMLA. Essentially, the employee’s right to return to his or her original position is placed on hold during the period of time the employee performs a light-duty assignment. At the conclusion of the light duty assignment, the employee has the right to be restored to the position held at the time the FMLA leave commenced or to an equivalent position, provided the employee is able to perform the essential functions of the position.

If the light duty assignment ends before the employee is able to perform the essential functions of such a position, the employee may use the remainder of his or her FMLA leave entitlement and is eligible to return to the same position held when the FMLA leave first started or to an equivalent position, provided the employee is able to perform the essential functions of the position at the end of his or her FMLA leave.

(Washington Employers 6/09)

