

Labor and Employment Law

BIG CHANGES ON THE HORIZON FOR EMPLOYERS

Change was the buzzword of the 2008 Presidential Election. While much of the nation is focused on the economy, the Obama administration and Congress are preparing to introduce a wide array of laws that have the potential to radically impact the American workplace.

Employee Free Choice Act

No piece of legislation has garnered more attention than the Employee Free Choice Act ("EFCA"). Already having passed the House of Representatives in 2007, EFCA proposes significant changes to the National Labor Relations Act. First, it would allow unions to be certified as the bargaining representative of employees by presenting authorization cards from a majority of bargaining unit employees. A secret ballot election would no longer be required. Mandatory interest arbitration after 120 days of collective bargaining negotiations for a first contract is the other controversial component. In addition, EFCA would strengthen remedies under the National Labor Relations Act for violations

committed during organizing campaigns and first contract negotiations.

EFCA was reintroduced in Congress on March 10, 2009 as H.R. 1409 and S.560. The recent confirmation of Hilda Solis, a proponent of EFCA, as Secretary of Labor enhances the likelihood that EFCA will remain a priority of the Obama administration.

For a more in-depth analysis of EFCA, please see the Vedder Price *Labor Law Bulletin* (January 27, 2009) http://www.vedderprice.com/docs/pub/ccca16ec-f1b1-426d-88f0-105eaaac98eb_document.pdf and *Labor Law Bulletin* (September 2008) http://www.vedderprice.com/docs/pub/ab461799-306e-4a8c-92d9-1cd2c154b1ae_document.pdf. The implications of EFCA will be addressed at length during the upcoming Vedder Price Spring Employment Law Conference on May 6 and 7.

RESPECT Act

The legal definition of "supervisor" has not changed since the passage of the National Labor Relations Act in 1935. As long as an employee uses discretion to perform at

least one of twelve supervisory functions set out in the statute, he or she is considered a supervisor. The definition is significant because supervisors generally can be excluded from union representation. In *Oakwood Healthcare, Inc.*, 348 N.L.R.B. No. 37 (2006), and two related cases, the National Labor Relations Board clarified its case law on the supervisor definition and declined an invitation to

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narrow the definition. Unions saw this as a significant defeat. The practical effect of *Oakwood Healthcare* is that more lead persons may be considered supervisors and therefore excluded from representation.

The RESPECT (“Re-empowerment of Skilled and Professional Employees and Construction Tradesworkers”) Act would rewrite the statute to overrule these cases. It would change the statutory definition of “supervisor” by eliminating “assigning work” and “responsibly directing work” as supervisory duties. It would also require an employee to spend the majority of working time on supervisory duties in order to be classified as a supervisor. If passed, the RESPECT Act will narrow the scope of the supervisory exclusion, making it more difficult for employers to classify certain employees as supervisors and expand the number of employees eligible to join a union.

President Obama has stated his willingness to sign the RESPECT Act into law if it is passed by Congress.

The Lilly Ledbetter Fair Pay Act

A mere nine days after taking the oath of office, President Obama signed the Lilly Ledbetter Fair Pay Act, overturning the Supreme Court’s decision in *Ledbetter v. Goodyear Tire & Rubber Co.*, and significantly extending the time period in which individuals can file charges of pay

discrimination. The Ledbetter Act provides that an employer commits a violation when it makes a discriminatory compensation decision, when an employee becomes subject to a discriminatory compensation practice, or when an employee is affected by a discriminatory compensation practice. It is the last provision that represents the most significant change because it effectively re-starts the statute of limitations each time the employee receives a paycheck, even if the discriminatory treatment began years earlier. The reasoning behind the law is that the impact of the prior discriminatory act is still felt—in the form of lower wages—with each paycheck.

Not restricted to sex discrimination claims, the Ledbetter Act applies to pay-related claims brought under Title VII (race, color, religion, national origin and sex), the Americans with Disabilities Act, the Age Discrimination in Employment Act and the Rehabilitation Act. Perhaps the most significant aspect of the law is that it encompasses any employment decision that affects an employee’s salary. As a result, employers may find themselves embroiled in litigation over a promotion decision made years ago because the unsuccessful applicant continues to earn less today than she would have if she had been awarded the job.

The Ledbetter Act does not affect the current law limiting back pay liability under Title VII

and the ADA to two years before the filing of a charge, but it is retroactive to May 28, 2007, the day before the Supreme Court decided the *Ledbetter* case. For more details on the Ledbetter Act, see Vedder Price *Labor Law Bulletin* (January 29, 2009) http://www.vedderprice.com/docs/pub/2bc23443-bd58-48ff-b47d-ac363b33cacf_document.pdf.

Paycheck Fairness Act

The Paycheck Fairness Act (“PFA”) contemplates significant amendments to the Equal Pay Act (a part of the Fair Labor Standards Act), narrowing the defenses that an employer may use in defending against a pay discrimination claim.

Under the Equal Pay Act, employers may assert as a defense that a pay disparity was based on a bona fide factor other than sex. The PFA would amend the Equal Pay Act to allow the “bona fide factor defense” only if the employer shows that such factor is: (1) not based upon or derived from a sex-based differential in compensation, (2) job-related to the position in question, and (3) consistent with business necessity. Further, the defense would not be available if the employee shows that an alternative employment practice exists that would not cause a pay differential, and that the employer refused to adopt the alternative practice.

Particularly noteworthy are the potential damages made available by the PFA, including unlimited punitive and

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compensatory damages. The PFA also would require class members to “opt-out” of sex discrimination class actions, thereby enlarging the class of employees that may be eligible for relief. Currently, putative class members must affirmatively “opt-in” to the class.

In addition, the PFA would protect employees who share pay information with each other. Although this right is already protected by the National Labor Relations Act (see article at page 5), the PFA does this to ensure that employees can compare pay information to determine if they suspect discrimination is occurring. If passed, the PFA also will require the EEOC to collect pay information, likely similar to the information that is currently collected in EEO-1 reports.

The PFA passed the U.S. House of Representatives on January 15, 2009, as part of the Lilly Ledbetter Fair Pay Act, but was removed by the Senate. Commentators expect the PFA to be considered by Congress later in 2009.

Employment Non-Discrimination Act

While 20 states and the District of Columbia have laws that protect against discrimination on the basis of sexual orientation, no such protection exists at the federal level. The Employment Non Discrimination Act (“ENDA”) would change that by amending Title VII to outlaw discrimination on the basis of “actual or perceived

sexual orientation” in hiring, firing and other terms and conditions of employment. ENDA applies to homosexuality, heterosexuality, and bisexuality, but after some debate in the House, gender identity protections were dropped from the proposed law.

Penalties for violations of ENDA include compensatory damages and recovery of attorneys’ fees for intentional violations. The House of Representatives passed ENDA in November 2007. The Senate has yet to consider it.

Civil Rights Act of 2008

First introduced by House and Senate members in January 2008, the Civil Rights Act of 2008 would significantly expand employer liability, radically altering how discrimination lawsuits are litigated. First and foremost, the law would remove the current \$300,000 cap on compensatory and punitive damages for “intentional” discrimination under Title VII. The proposed law would also make arbitration clauses in employment contracts unenforceable, and make backpay available for undocumented workers in National Labor Relations Board proceedings, overruling the Supreme Court’s decision in *Hoffman Plastic Compounds, Inc. v. NLRB*, 535 U.S. 137 (2002). Some of the proposals found in the Civil Rights Act of 2008 are contained in other bills, as well. For instance, the proposal to make class actions under the Equal Pay Act and

FLSA “opt-in” rather than “opt-out” is also contained in the Paycheck Fairness Act.

Characterized by some as the plaintiffs’ bar “wish list,” it remains unclear how much consideration the bill will actually receive in this new term of Congress.

Patriot Employers Act

The Patriot Employers Act, introduced in the U.S. Senate by then-Senator Obama in August 2007, and co-sponsored by then-Senator Hillary Rodham Clinton, would amend the Internal Revenue Code to provide a one-percent tax credit on profits for “Patriot employers.” To qualify as a “Patriot employer,” a company would have to show that it: (i) is neutral in union organizing drives, (ii) maintains headquarters in the United States, (iii) pays at least 60 percent of each employee’s health care premiums, (iv) maintains or increases the number of full-time employees in the United States relative to the number of full-time workers outside of the United States, (v) pays a salary to each employee not less than the federal poverty level, and (vi) provides a pension plan.

One practical effect of this law is to induce employers to remain neutral during union organizing campaigns. While the proposed law did not make it out of committee in 2007, it is likely that the Patriot Employers Act will be reconsidered during the current session of Congress.

Preparing for These Changes

So what should employers do in the face of these many and potentially significant changes in the law? There is no silver bullet, but being proactive can go a long way. To that end, employers should:

- *Regularly review and update your policies.* As new laws are passed and new protected categories created (e.g., sexual orientation), your handbook and/or policy manual should reflect these changes.
- *Train your managers.* Your managers are your eyes and ears. They can alert you to problems, spot trends, but also get you into trouble. They do not need to be subject matter experts, but you want to make sure they know what they can and cannot do and say, as well as when to elevate issues to senior management or human resources.
- *Create a culture of documentation.* Faced with the possibility of having to defend decisions made years ago, possibly by individuals no longer with your organization, you will rely more and more on your records. Decision makers must come to understand the importance of documenting the reasoning behind decisions that affect employee pay, whether it be

performance reviews, merit increases or promotions.

- *Maintain an open-door atmosphere.* Now, more than ever, it makes good business sense to solicit feedback from and listen to your employees. Encourage your employees to speak up and ensure that they can do so without fear of retaliation. While fair treatment is not (yet) a legal right, many employees who sue do so because they feel mistreated by their manager. Identifying problem managers can reduce the risk of litigation down the road and may even help you eliminate problems before an employee finds it necessary to involve outside entities.
- *Consider an employment practices audit.* Audits can range from high-level reviews of policies and procedures to detailed studies of pay practices and diversity statistics. The goal of any such inquiry is to identify the problem yourself before someone else does so you can remedy the situation on your own terms. Of course, there is always the risk that the audit results could be used against you down the line, but there are ways to minimize that risk.

Whatever happens in 2009 and beyond, Vedder Price's labor and employment group will continue to keep our clients and friends apprised of changes as they occur. In the

meantime, if you have any questions about these legislative developments, please call **Mark L. Stolzenburg** (312-609-7512), **Laura Sack** (212-407-6960) or any other Vedder Price attorney with whom you have worked. ■



Mark L. Stolzenburg



Laura Sack

Review Handbooks and Policies Now

Even if some of the changes outlined above do not come to pass, there are still many compelling reasons to dust off your handbook and make some changes. Chief among these reasons are: (1) an NLRB decision striking down an employer rule against discussing compensation with third parties; (2) a Seventh Circuit decision that recognized the potential for FMLA policies to create a binding contract entitling an otherwise ineligible employee to family leave; (3) the impact of the Americans with Disabilities Amendment Act and likely increase in failure to accommodate claims; and (4) the new FMLA regulations that require the use of new

Review Handbooks and Policies Now
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procedures and forms. Details and practical suggestions on these points follow.

Broad Confidentiality Provisions in Handbooks Can Be Unlawful

On March 13, 2009, the U.S. Court of Appeals for the First Circuit affirmed an NLRB decision holding that an employer violated the National Labor Relations Act (NLRA) when it discharged an employee for violating a policy requiring employees to keep the terms of their compensation confidential. *Northeastern Land Serv., Ltd. v. N.L.R.B.* The employee was terminated for telling the manager of another company that he was not being paid in a timely fashion.

The Court agreed with the NLRB's finding that a work rule that explicitly restricts protected activity (in this case, discussing wages) is unlawful. Even if the rule does not explicitly restrict protected activity, it is nevertheless unlawful if:

- employees would reasonably construe the language of the rule to prohibit protected activity;
- the rule was promulgated in response to union activity; or
- the rule has been applied to restrict protected activity.

The Court agreed that Northeastern's confidentiality policy prevented employees from discussing compensation with "other parties" and could reasonably be understood to

prohibit discussions about compensation with other employees and union representatives. And, because the confidentiality policy was unlawfully overbroad, the employee's termination for disregarding the provision was unlawful and Northeastern was ordered to rescind the policy, rehire the employee with full back pay (seven years) and benefits, remove the termination from his record and send notice to all former employees about the violations.

Going Forward

Employers utilizing such provisions, whether in a handbook or offer letter, should consider whether they are narrowly written and in plain language.

.....
Confidentiality provisions must be drafted so that employees cannot "reasonably construe" them as prohibiting the exercise of protected rights, e.g., the rights to grieve or discuss wage rates and benefits.
.....

If you have any questions about whether the confidentiality provisions you use pose risk, please call **Joseph K. Mulherin** (312-609-7725), **Kenneth F. Sparks** (312-609-7787), or any other Vedder Price attorney with whom you have worked. ■



Joseph K. Mulherin



Kenneth F. Sparks

Policies and Oral Assurances May Entitle Ineligible Employees to FMLA Leave

Under the FMLA, employees are eligible for leave if they have worked for 12 months and at least 1,250 hours during the previous 12 months for an employer with at least 50 employees within a 75-mile radius of the employee's worksite. Determining eligibility sometimes requires careful examination of a map and timesheets. A recent Seventh Circuit decision underscores the importance of FMLA policies and written communications with employees requesting leave.

In *Peters v. Gilead Sciences, Inc.* (No. 06-4290, 7th Cir. July 14, 2008), the Seventh Circuit reinstated an FMLA claim brought by a Gilead employee employed at a job site with fewer than 50 employees within a 75-mile radius. Although the employee, Steven Peters, was not eligible for FMLA leave because there were not 50 employees within 75 miles, Gilead twice permitted him to take leave and the Company's handbook stated

that *all* employees who met the FMLA’s tenure and work hours requirements were eligible for leave under the statute. Neither a company letter to Peters granting him the leave nor the handbook addressed the 50 employees within 75 miles requirement.

During Peters’ second leave, Gilead informed him that he was a “key” salaried employee under the FMLA and therefore would not be returned to his former position at the conclusion of his leave. Peters sued alleging—among other things—that Gilead violated the FMLA. Peters also brought an Indiana law promissory estoppel claim, asserting that he detrimentally relied on Gilead’s promises that his leave was protected by the FMLA. The district court ordered summary judgment in Gilead’s favor on the grounds that Peters was not eligible for FMLA leave since he did not satisfy the 50 employees within 75 miles requirement. Peters appealed.

The Seventh Circuit reversed and directed the district court to consider (1) whether the FMLA policy in Gilead’s handbook created a binding contract under Indiana law; and (2) whether the promises contained in the handbook and letters could give rise to a promissory estoppel claim.

Going Forward

Make sure your handbook has proper contract disclaimers. In Illinois, statements contained in a handbook with appropriate disclaimers will not create contractual obligations. The laws in other states, however, may vary.

Carefully review each piece of correspondence sent to employees requesting leave, making sure that you are not offering benefits to an otherwise ineligible employee.

Adopt a set of standardized forms and train those responsible for administering your FMLA and other leave policies. Failure to do so may result in unnecessary liability under the FMLA and/or state law promissory estoppel claims.

The Americans with Disabilities Act Has Been Amended, Prompting Need to Reexamine ADA Policies

Seeking to reverse a series of Supreme Court decisions that limited the scope and protections afforded by the ADA, Congress passed the ADA Amendments Act (ADAAA). The ADAAA, which went into effect on January 1, 2009, significantly expands the definition of what constitutes a disability and makes it more likely that someone with an impairment will be found to be substantially disabled in one or more of the recognized major life activities.

The ADAAA does not change the ADA’s definition of “disability”—it remains an

impairment that substantially limits one or more “major life activities.” However, the ADAAA expands the list of “major life activities,” adding things such as concentrating, thinking, communicating and the operation of major bodily functions.

In addition, the ADAAA prohibits courts from considering most corrective measures, such as medication, hearing aids or prosthetics, in determining whether an impairment substantially limits a major life activity. This means that an epileptic who controls his seizures with medication, or an amputee who uses a prosthetic leg to walk will almost assuredly be covered by the law. Further, while the ADA always protected workers who were “regarded as” disabled, individuals still had to show that their employer perceived them to be substantially limited in a major life activity. The ADAAA merely requires that employers regard them as impaired, whether or not the impairment limits or is perceived to limit a major life activity.

The ADAAA will result in a broad range of health conditions will likely be considered “disabilities,” including high blood pressure, diabetes, epilepsy and asthma, which in the past were often rejected as legal disabilities under the previous version of the ADA. Employers also may experience an increase in accommodation requests.

ADA
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Going Forward

Review disability discrimination and accommodation policies to ensure they meet the new statutory definition of "disability" and train managers to be more aware of possible disability and accommodation issues. Since it will be easier to establish a legal disability, employers should shift their focus toward engaging in the interactive process and identifying reasonable accommodations.

Consider adding a stand-alone Reasonable Accommodation policy that reaffirms the organization's commitment to providing reasonable accommodations and describes the way requests should be made, as well as the process by which they are handled. Having such a policy can help ensure that requests are directed to the appropriate person(s) in your organization and reduce the likelihood that such a request is mishandled.

Document accommodation requests, discussions related to such requests, the ultimate outcome, and the analysis used to reach it. Creating (and using) a standardized Reasonable Accommodation form can go a long way towards ensuring consistent handling and proper documentation.

New FMLA Regulations Necessitate Policy Changes

Responding, albeit slowly, to complaints from stakeholders on both sides, the U.S. Department of Labor issued new FMLA regulations (effective January 16, 2009) substantially altering a number of familiar FMLA procedures. The new FMLA regulations permit an employer's health care provider,

human resources professional, leave administrator or management official (but not an employee's direct supervisor) to contact an employee's health care provider directly to authenticate a certification form or obtain clarification. Previously, the regulations restricted this to the employer's health care provider only.

Several important deadlines have been extended. Employers now have more time (five business days, rather than two) to notify employees of their eligibility for leave and provide notice of rights and responsibilities, to notify employees if the leave qualifies for FMLA once the employer has sufficient information to make that determination, and to request certification after the employee gives notice of the need for leave.

The new regulations also specify that employees must provide sufficient information to enable the employer to determine whether leave is FMLA-qualifying. If the employee fails to respond to reasonable inquiries for further information, the leave may be denied. The content of the certification form has also changed. Among other things, the certification now must include the health care provider's specialization, medical facts regarding the patient's condition and whether intermittent or reduced-schedule leave is medically necessary.

Under the previous regulations, an FMLA absence could not disqualify an

employee from receiving a perfect attendance award, but the new regulations provide that bonuses predicated on specific goals, including attendance, may be denied if the employee fails to meet the goal due to FMLA leave, provided the employer treats employees on non-FMLA leave in the same way.

Much anticipated guidance is also provided regarding the February 2008 FMLA amendments that expanded the FMLA to allow employees leave to provide care for military service members with a serious injury or illness or because of qualifying exigencies related to military service. For more details on the new FMLA regulations, see Vedder Price *Labor Law Bulletin* (November 2008) http://www.vedderprice.com/docs/pub/e3147d4c-0d5b-42ec-b32e-61861a00c0e9_document.pdf.

Going Forward

Update existing FMLA policies, forms and procedures, both to comply with the new regulations and to take advantage of new tools provided to help curb FMLA abuse.

Train managers or human resources professionals on the changes in administering leave and in the use of the new forms and procedures.

Ensure that the 2008 amendments providing leave to individuals with family members in the military service are complied with.

*New FMLA Regulations
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If you have any questions about these new regulations, please call **Sara J. Kagay** (312-609-7538), **Thomas M. Wilde** (312-609-7821) or any other Vedder Price attorney with whom you have worked. ■



Sara J. Kagay



Thomas M. Wilde

Retaliation: Creeping Into a Consensual Sexual Relationship Context

The Seventh Circuit recently held that an employee failed to establish a retaliation claim because he did not reasonably believe he was being sexually harassed by his supervisor—the same supervisor with whom he tried to end a consensual sexual relationship.

In *Tate v. Executive Management Serv., Inc.*, No. 07-2575 (7th Cir. Oct. 10, 2008), Alshafi Tate began a consensual sexual relationship with his supervisor, Dawn Burban, shortly after he started working for Executive Management Services. After Burban repeatedly called Tate at home, upsetting his wife, he tried to end his relationship with Burban. Burban refused, not only telling him that she expected their sexual

relationship to continue, but he would lose his job if their relationship ended.

Shortly after that, Tate and Burban got into a heated argument about their relationship, which eventually led Burban to prepare an insubordination report. Because of this report, Tate was fired.

Tate sued Executive Management Services, claiming retaliation in violation of Title VII for complaining about sexual harassment. A jury returned a verdict in his favor, but the Seventh Circuit reversed.

The Court first laid out the three elements an employee must show to support a retaliation claim, one being that an employee must have engaged in a “statutorily protected activity.” Tate did not have to prove that Burban sexually harassed him to show he was engaged in a protected activity. Tate needed to show only that he “reasonably believed in good faith” the conduct he opposed violated Title VII.

The Court assumed, without deciding, that a person who rejects his supervisor’s sexual advances has engaged in a protected activity. However, the Court found that Tate failed to show that he reasonably believed Burban’s actions were unlawful. The Court reasoned that statements Tate made to Burban—they “were not good with each other” and he “was not messing with her anymore”—did not indicate that Tate believed he was being sexually harassed.

Further, even though Tate felt he was “wrongly mistreated” and Burban repeatedly called him at home and spoke with his wife, these facts pointed only to personal reasons for ending the relationship rather than concerns about the legality of Burban’s behavior. The problem was, the Court noted, Tate may have protested Burban’s behavior, but he did not necessarily believe that her behavior was illegal at the time he protested. Therefore, his complaints were not protected by Title VII.

While this decision ultimately favors the employer, it does surface potential legal issues employers must be aware of when a supervisor has a sexual relationship with a subordinate.

If you have any questions about this decision, please contact **Aaron R. Gelb** (312-609-7844), **Timothy J. Tommaso** (312-609-7688), or any other Vedder Price attorney with whom you have worked. ■



Aaron R. Gelb



Timothy J. Tommaso

Recent Vedder Price Accomplishments

Michael Cleveland obtained a favorable jury verdict on behalf of a bank in the Eastern District of Michigan. The jury deliberated for only about two hours before rejecting the plaintiff's Title VII claim that he was discharged in retaliation for having complained of race discrimination.

Richard Schnadig and **Sara Kagay** obtained a favorable jury verdict on behalf of a national printing company in the Southern District of Indiana. The plaintiff was a former employee who alleged racial harassment and retaliation under Title VII and Section 1981. The jury deliberated for just over one hour before returning its verdict in favor of our client.

Steven Hamann and **Aaron Gelb** obtained a favorable jury verdict on behalf of a newspaper publisher in the Northern District of Indiana. The plaintiff alleged race discrimination and retaliation, claiming she had been passed over for an editor position because she is Caucasian and retaliated against for filing an EEOC charge. After a seven-day trial, the jury returned with a defense verdict in less than one hour.

Richard Schnadig, **Thomas Abram** and **Joseph Mulherin** obtained summary judgment in the Southern District of New York in a consolidated nationwide class action comprised of approximately 10,000 sales representatives of a national pharmaceutical company claiming overtime and other damages under federal, California and New York law.

Thomas Wilde and **Elizabeth Hall** obtained a decision from the Seventh Circuit affirming summary judgment in favor of a national retailer on claims of age discrimination. The plaintiff, a 30 year employee who was terminated from her management position for poor performance, alleged a pattern and practice of age discrimination throughout a multi-state region of the company.

Alan Koral and **Michael Goettig** obtained summary judgment on behalf of a major international airline in the Southern District of New York. The plaintiff claimed age and national origin discrimination after she was terminated when her job was eliminated in a reorganization.

Bruce Alper and **Paige Barnett** obtained summary dismissal of a Sarbanes-Oxley whistleblower claim on the ground that the organization being sued, a Chicago based investment services firm and wholly owned subsidiary of a public company, was not covered by SOX.

Kevin Hennessy and **Angela Obloy** obtained summary judgment in the Southern District of Texas in a race discrimination case involving a salesperson for a manufacturer who claimed he was terminated for performance reasons two months after he had been named salesperson of the year.

Thomas Wilde and **Elizabeth Hall** obtained a favorable decision from the Seventh Circuit on behalf of a national grocery chain. The appellant, a pharmacist, was terminated for violating the company's anti-harassment policy and sued claiming age, gender and religious discrimination. The Seventh Circuit held that the appeal was untimely and that summary judgment for the company was appropriate on the merits.

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SAVE THE DATE!

Annual Employment Law Conference: Countdown to Compliance

Vedder Price will address the significance of the labor and employment law changes under the Obama Administration and the 111th Congress, along with other topics, at the firm's Spring Employment Law Conferences on the following dates:

Chicago
Wednesday, May 6, 2009

The Standard Club
320 South Plymouth Court
Chicago, Illinois

Rosemont
Thursday, May 7, 2009

Sofitel Chicago O'Hare
5550 North River Road
Rosemont, Illinois

New York
Wednesday, June 24, 2009

Vedder Price New York Office
1633 Broadway
New York, New York

DISCUSSION TOPICS

- ◆ **Aftermath of ADA and FMLA Changes**
- ◆ **Employee Benefits Developments**
- ◆ **Immigration Compliance**
- ◆ **Legislative Agenda in Washington**
- ◆ **Protecting Confidential Information, Trade Secrets and Important Business Relationships**
- ◆ **Supreme Court Update**
- ◆ **Update on the Employee Free Choice Act**
- ◆ **Workforce Reductions and Releases**

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