



2026 DMEC Compliance Conference

April 13-16 | St. Louis, MO



Are You Smarter Than A Leave Administrator?

The trivia gameshow that **leaves** you on the
edge of your seat.

Rich D'Albert
Total Absence Management
Account Manager



The Partners Group

Brycie Wasson
Total Absence Management
Consultant



The Partners Group

Marissa Hawkins
Total Absence Management
Client Services Manager



The Partners Group



HOW TO PLAY

- Those present will form teams.
- Each team begins with a stack of blocks — this is your Life Battery.
- Your hosts will ask you a series of questions.
- Work collaboratively with your team to write your answer on a whiteboard...When prompted, hold up your board.
- Teams with correct answers will conserve battery power. Teams with incorrect answers will deplete their battery and be forced to give up a block.
- Someone will come around and collect your blocks.
- The game ends when all questions have been answered.
- The team with the most battery left in their stack will win a fabulous prize.

ROUND ONE:
FMLA
FUNDAMENTALS



Round 1: FMLA Fundamentals

Q1: An employer receives a completed FMLA medical certification indicating that an employee's serious health condition is supported by "continuing treatment by a healthcare provider." The certification states that the qualifying visit occurred via telemedicine rather than at a physical medical office. The employer wants to determine whether the telemedicine visit may be treated as an "in-person" visit for FMLA purposes. **Which of the following statements most accurately reflects how the employer should assess whether the telemedicine visit satisfies the FMLA's "in-person" treatment requirement?**

- A.** The visit may be accepted as "in person" so long as it involved medical advice or treatment from a licensed healthcare provider, regardless of how the interaction was conducted.
- B.** The visit may be accepted as "in person" if it constituted continuing treatment for a serious health condition and complied with the employer's usual medical certification standards.
- C.** The visit may be accepted as "in person" only if it involved an examination, evaluation, or treatment by a healthcare provider, was permitted under applicable state licensing requirements, and was conducted in a manner generally consistent with video-based telemedicine visits.
- D.** The visit would not satisfy the "in person" treatment requirement because it was not conducted in person.



Round 1: FMLA Fundamentals

Q2: Widgets, Inc. has a primary office location in Irvine, California, with smaller satellite locations in Michigan and South Carolina. 200 employees work on-site in Irvine. Widgets, Inc., has fully remote employees throughout the country. Ted works full-time from his home office in Minnesota, reporting to an AVP that works onsite in Irvine. His direct supervisor is Molly, who works full-time from her home office in Illinois. **For purposes of determining whether Ted meets the FMLA's 50-employees-within-75-miles test, Ted is counted at:**

- A. Minnesota, because this is where his work is performed.
- B. The Irvine worksite, the site from which his work is assigned.
- C. Molly's location in Illinois, because she directs his work from this location.
- D. Michigan, the closest office to his physical location.



Round 1: FMLA Fundamentals

Q3: An employer converts FMLA entitlement into an hourly bank for an employee who regularly works a schedule that includes mandatory overtime. The employee later misses a scheduled overtime shift due to an FMLA-qualifying reason. **How may the employer lawfully account for this time under FMLA?**

- A.** Overtime hours may not be counted against FMLA entitlement because FMLA calculations must be based solely on the employee's standard workweek.
- B.** Mandatory overtime may be included in the employee's FMLA leave usage when the employee would otherwise have been required to work those hours.
- C.** Overtime hours may only be counted if the employee had previously agreed in writing that overtime would be included when converting FMLA entitlement to an hourly bank.
- D.** Overtime hours may be counted against FMLA entitlement whenever the employer schedules them, regardless of whether the overtime was required or voluntary.



Round 1: FMLA Fundamentals

Q4: A team member who normally works Monday through Friday, 8 hours per day, begins continuous FMLA leave for their own serious health condition starting Monday, December 22.

The organization observes Christmas Day, December 25, as a paid holiday and the business is closed that day.

The employee remains continuously on FMLA leave for the entire workweek (Monday through Friday) and returns Monday, December 29.

How should the employer count the leave toward the employee's FMLA entitlement?

- A.** Only the workdays actually missed count toward FMLA, so the employer counts December 22, 23, 24, and 26 (32 hours). The holiday is excluded.
- B.** The employer counts December 22 through December 28 as one full week of FMLA leave, including the holiday, because the employee took leave for the entire week.
- C.** The employer counts December 22–24 and December 26 but excludes December 25 because a paid holiday cannot be counted toward FMLA leave.
- D.** The employer counts the holiday toward FMLA leave only if the employee consents in writing to forgo holiday pay during the FMLA absence.



Round 1: FMLA Fundamentals

Q5: Under recent Department of Labor (DOL) guidance, when an eligible employee uses FMLA leave for a medical appointment related to a serious health condition, which of the following statements about travel time is correct?

- A.** Only the actual time spent in the medical appointment counts as FMLA leave; travel time to and from the appointment is not covered under the FMLA.
- B.** Travel time counts as FMLA leave and employers may rely on the healthcare provider medical certification process to obtain estimates on how much travel time is needed.
- C.** Travel time to and from a medical appointment counts as FMLA leave if it is reasonably connected to the appointment, but unrelated stops (e.g., errands) are not covered.
- D.** Travel time to and from a medical appointment counts as FMLA leave, but excludes time spent picking up and dropping off a covered family member for their appointment.





ROUND TWO:

**ACCOMMODATION
TWISTS & TURNS**

Round 2: Accommodation Twists & Turns

Q1: Which of the following facts would most strongly undermine an employer's assertion that a job duty is an essential function under the ADA?

- A.** The function is listed in the job description but employees in the role rarely perform it in practice.
- B.** The function occupies only a small percentage of the employee's work time during a typical workweek.
- C.** The employer has consistently reassigned the function to other employees for extended periods without negative operational impact.
- D.** The employer maintains that removing the function would fundamentally alter how the position contributes to overall business operations.



Round 2: Accommodation Twists & Turns

Q2: Which employer response would most likely violate the Pregnant Workers Fairness Act?

- A.** Adopt a uniform rule that no pregnancy-related accommodation, including an obvious or predictable one, will be provided until medical documentation is received.
- B.** Providing the requested accommodation on a temporary basis while requesting documentation to better understand the expected duration of the limitation.
- C.** Requesting medical documentation where the pregnancy-related limitation is not obvious and the requested accommodation would alter how the employee performs certain job duties.
- D.** Asking the employee to explain how the requested accommodation addresses the pregnancy-related limitation before determining whether it can be granted.



Round 2: Accommodation Twists & Turns

Q3: A hospital employs a surgical technician whose job includes assisting during invasive procedures. The technician develops a neurological condition that occasionally causes brief involuntary hand tremors. The employee provides medical documentation stating that the condition is controlled with medication and that tremors occur unpredictably but infrequently. The hospital removes the technician from surgical duties, citing patient safety concerns, without obtaining additional medical evaluation or exploring accommodations.

Which of the following best reflects whether the employer's action complies with the ADA's direct threat standard?

- A.** The employer may exclude the employee if the job involves patient safety and the condition creates any possibility of inadvertent harm, regardless of probability.
- B.** The employer may exclude the employee only if it can demonstrate, through objective medical evidence and an individualized assessment, that the employee poses a significant risk of substantial harm that cannot be eliminated or reduced through reasonable accommodation.
- C.** The employer may exclude the employee if its medical director reasonably believes the condition presents a meaningful clinical safety concern, even without further individualized assessment.
- D.** The employer may exclude the employee if the employee cannot guarantee that involuntary tremors will never occur during patient care.



Round 2: Accommodation Twists & Turns

Q4: An employee with a documented anxiety disorder is approved to bring a trained psychiatric service dog to work as a reasonable accommodation under the ADA. Shortly after implementation, two nearby coworkers provide medical documentation showing clinically significant dog allergies that trigger respiratory symptoms. The workspace is an open-plan office with limited existing physical separation.

Which of the following actions presents the lowest legal risk for the employer under the ADA?

- A.** Conduct an individualized, interactive assessment to identify reasonable accommodations that may enable both the service animal and the allergic employees to work safely.
- B.** Maintain the service animal accommodation because it was approved first and therefore takes priority over subsequently raised accommodation requests.
- C.** Require the employee with the service dog to work remotely or take leave until the employer determines whether the allergic coworkers' conditions can be mitigated.
- D.** Rescind approval of the service animal because allowing it to remain would foreseeably aggravate the coworkers' medically documented disabilities.



Round 2: Accommodation Twists & Turns

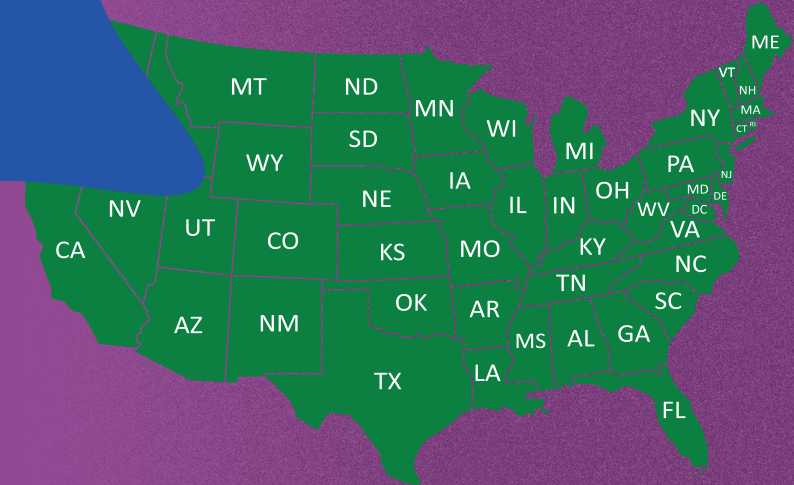
Q5: An employee with a disability requests reassignment to a position as a reasonable accommodation under the ADA. Granting the reassignment would conflict with an established seniority system created through a collective bargaining agreement. The employer wants to minimize ADA liability risk while respecting its contractual obligations.

Which of the following approaches is most consistent with ADA requirements?

- A.** Evaluate whether the requested reassignment would impose an undue hardship under ADA operational and financial standards, without giving independent weight to the seniority system.
- B.** Recognize that the seniority system creates a presumption that the requested reassignment is not reasonable, while considering whether specific circumstances exist that would make an exception reasonable in this case.
- C.** Defer entirely to the collectively bargained seniority provisions unless the union agrees to modify the agreement.
- D.** Grant the reassignment if the employee is otherwise qualified, since reassignment is a recognized form of reasonable accommodation under the ADA.



**ROUND THREE:
STATUTORY
PFML
SHOWDOWN**



Round 3: Statutory PFML Showdown

Q1: Several states established early wage replacement programs for non-occupational medical conditions prior to modern Paid Family and Medical Leave laws. **Which of the following is recognized as the first state-administered temporary disability insurance program providing mandatory wage replacement benefits through a publicly operated insurance fund, rather than relying solely on employer-provided coverage?**

- A.** California's Disability Insurance program, which created a statewide insurance system funded through employee payroll contributions.
- B.** New York's Disability Benefits Law, which imposed one of the earliest statutory requirements on employers to provide paid medical leave coverage.
- C.** New Jersey's Temporary Disability Benefits program, which established a statewide framework permitting both state and private plan participation.
- D.** Rhode Island's Temporary Disability Insurance program, which established a state-administered insurance fund providing wage replacement for medical incapacity.



Round 3: Statutory PFML Showdown

Q2: An employee resides in Washington and performs approximately 40% of their work remotely from their Washington home and 60% physically at their employer's Oregon headquarters. The employee is assigned a permanent workstation in Oregon and regularly reports there. However, their direct supervisor and operational management are based in California, where the supervisor works remotely. The employee performs no services in California. **Under localization guidelines, which state's PFML program applies?**

- A.** Washington PFML applies because the employee performs a portion of their services from Washington and direction and control does not occur in Oregon.
- B.** Washington PFML applies because the employee's residence becomes controlling when supervision originates outside both Washington and Oregon.
- C.** Oregon Paid Leave applies because the employee's base of operations remains in Oregon, regardless of where supervision is located.
- D.** Neither program applies because direction and control originates from California.



Round 3: Statutory PFML Showdown

Q3: State-mandated Paid Family and Medical Leave (PFML) programs vary in how benefits are administered. Which of the following statements most accurately reflects how PFML benefits are administered across U.S. state programs?

- A.** PFML benefits are administered exclusively by state workforce or labor agencies because federal conformity requirements prohibit outsourcing benefit administration to private entities.
- B.** PFML benefits are typically administered by state agencies, but some states have contracted with private vendors or insurance carriers through formal procurement processes to administer the state's program on the state's behalf.
- C.** PFML benefits must be administered either entirely by state agencies or entirely through employer-sponsored private plans, but not through state-contracted private administrators.
- D.** PFML programs administered through payroll tax contributions must be managed directly by the state treasury or taxation authority rather than third-party entities.



Round 3: Statutory PFML Showdown

Q4: Several states maintain legacy statutory disability wage replacement programs that predate modern Paid Family and Medical Leave systems. These programs vary widely in their statutory maximum weekly disability benefit amounts. **Based on current law, which of the following states has the lowest maximum weekly disability benefit under its mandatory disability leave program?**

- A. Hawaii
- B. New Jersey
- C. Rhode Island
- D. New York



Round 3: Statutory PFML Showdown

Q5: For this year (2026), all but which of the following states have a combined premium rate of .88% of wages for large employers?

A. Oregon

B. Massachusetts

C. Minnesota

D. Colorado





ROUND FOUR:

**RETURN
TO WORK
GAUNTLET**



Round 4: Return-to-Work Gauntlet

Q1: At the conclusion of an employee's FMLA leave, the employee provides medical documentation stating they remain unable to perform the essential job functions. The provider indicates the restrictions are expected to continue but cannot provide a projected end date or timeframe for improvement. The employee requests reinstatement to their original position or, alternatively, continued leave of unspecified duration. **Which response is most consistent with the employer's legal obligations under the FMLA?**

- A.** The employer may lawfully deny reinstatement under the FMLA if the employee remains unable to perform essential job functions at the time reinstatement is sought, particularly where the medical information does not establish a definite or reasonably foreseeable return-to-work timeframe.
- B.** The employer must reinstate the employee provisionally and allow additional time for recovery unless doing so would create an immediate safety hazard or violate an external licensing requirement.
- C.** The employer must extend leave until the employee either provides a definitive return-to-work date or exhausts any available leave under the ADA's reasonable accommodation framework.
- D.** The employer must reinstate the employee if the inability to perform essential functions relates to the same serious health condition that originally qualified for FMLA leave, regardless of duration.



Round 4: Return-to-Work Gauntlet

Q2: An employee returns from FMLA leave with a valid fitness-for-duty certification confirming they can perform all essential job functions. The employer properly provided the essential functions list with the designation notice and verified the certification with the provider, who reaffirmed the release. However, within the first hour back, the employee is visibly unable to safely perform required lifting tasks and nearly drops heavy equipment.

What is the employer's most legally defensible next step?

- A.** Remove the employee from active duty based on legitimate safety concerns and separate employment after documenting that the employee cannot perform essential functions.
- B.** Place the employee on administrative leave and request clarification from the original provider before permitting continued work.
- C.** Restore the employee but require a job-related and business-necessity medical examination under the ADA based on objective evidence that the employee may not be able to safely perform essential functions.
- D.** Deny restoration and require a second fitness-for-duty certification under FMLA because objective evidence now contradicts the original release.



Round 4: Return-to-Work Gauntlet

Q3: An employee takes FMLA leave for anxiety and depression. The employer properly provided the essential functions list with the designation notice. Upon return, the employee provides a fitness-for-duty (FFD) certification stating:

“Employee is medically cleared to return to work and can perform all essential job functions. However, due to anxiety triggers, employee should not report to their prior supervisor and requires assignment under a different supervisor.”

The employer verifies the certification with the provider, who confirms the restriction. The employee’s position reports to only one supervisor, and reassignment to a different supervisor would require restructuring reporting relationships or transferring the employee to a different position.

Which employer response is most consistent with FMLA and ADA obligations?

- A.** Deny reinstatement under FMLA because the employee cannot return to the same reporting structure that existed prior to leave.
- B.** Reinstatement the employee under FMLA because the certification confirms ability to perform essential functions, then evaluate under the ADA whether reassignment or other accommodations are reasonable, without being required to provide a new supervisor.
- C.** Reject the certification as incomplete because it imposes a workplace restriction unrelated to essential job functions.
- D.** Require the provider to remove the supervisory restriction before restoring the employee, since interpersonal limitations are not valid medical restrictions under FMLA.



Round 4: Return-to-Work Gauntlet

Q4: An employee was placed on a documented performance improvement plan (PIP) for failing to meet objective productivity metrics. The PIP stated that failure to achieve specified benchmarks by a defined deadline would result in termination. Before the deadline arrived, the employee took FMLA leave for their own serious health condition. Upon return, the employee provides a valid fitness-for-duty certification and is eligible for restoration. The employer immediately terminates the employee based on failure to meet the pre-leave PIP benchmarks.

Which statement best reflects the employer's legal position under the FMLA?

- A.** The employer violates FMLA because restoration requires reinstating the employee in a position free from any pre-leave disciplinary consequences until a new post-return evaluation period is provided.
- B.** The employer may lawfully terminate the employee if it can demonstrate the termination decision was based on documented performance deficiencies identified before the leave and would have been implemented regardless of the employee's exercise of FMLA rights.
- C.** The employer must reinstate the employee and extend the original PIP deadline by the length of the FMLA leave because disciplinary timelines tied to performance metrics are tolled during protected leave.
- D.** The employer may proceed with termination only after providing the employee a reasonable opportunity to demonstrate immediate post-return improvement sufficient to cure the pre-leave deficiencies.



Round 4: Return-to-Work Gauntlet

Q5: An employee notifies HR that they will need one week off for surgery. HR provides the eligibility notice, rights and responsibilities notice, and requests medical certification. The certification is returned before the leave begins and confirms a serious health condition requiring one week of incapacity.

HR then issues a written designation notice designating the leave as FMLA and stating that a fitness-for-duty (FFD) certification addressing the employee's ability to perform essential functions will be required prior to restoration.

Before the leave begins, the employee states: "I don't want this counted as FMLA. I'm using PTO instead."

The employer responds that the leave qualifies and will be designated as FMLA, with PTO running concurrently. The employee takes the week off and returns with only a brief note stating "released to return."

Which statement most accurately reflects the employer's position under the FMLA?

- A.** Because the employer had sufficient medical certification confirming the leave qualified, it was required to designate the leave as FMLA and may condition restoration on the properly noticed FFD certification.
- B.** Once the employee affirmatively objects to FMLA designation before the leave begins, the employer must treat the absence solely as PTO because FMLA protection cannot be imposed involuntarily.
- C.** The employer should not have designated the leave as FMLA until it independently confirmed the medical necessity of the surgery through authentication or clarification procedures.
- D.** The employer may designate the leave as FMLA, but conditioning restoration on a fitness-for-duty certification is improper where the employee did not specifically request FMLA leave.



ROUND FIVE:

**CASE LAW
CONUNDRUMS**



Round 5: Case Law Conundrums

Q1: Ramirez v. Wynn Las Vegas, LLC

U.S. District Court, District of Nevada

Jury verdict October 2024

A casino employee took protected leave under the Family and Medical Leave Act (FMLA) for a serious medical condition. After returning, she alleged her supervisors began scrutinizing her attendance and performance more aggressively than similarly situated employees who had not taken leave. Evidence at trial showed managers discussed frustration with her leave usage and accelerated discipline shortly after her protected absences, ultimately terminating her.

The employee claimed the disciplinary actions were pretextual and interfered with her FMLA rights by penalizing her for taking protected leave. The jury agreed and returned a damages verdict.

What was the initial amount awarded by the jury?

- A. \$109,485
- B. \$321,200
- C. \$533,915
- D. \$746,630



Round 5: Case Law Conundrums

Q2: EEOC v. Princess Martha, LLC, et al.

U.S. District Court, Middle District of Florida

Jury verdict April 2025; verdict announced May 2025

A senior living facility extended a conditional job offer to an applicant subject to a post-offer drug test. Before testing, the applicant disclosed she was a veteran with PTSD and lawfully used prescribed medication that could affect the result. She repeatedly attempted to provide documentation verifying the prescription.

The employer revoked the job offer instead of accommodating the testing issue or evaluating the medical explanation. At trial, the EEOC argued the employer failed to provide a reasonable accommodation during the hiring process, and the jury also found that multiple entities operated as an integrated enterprise for liability purposes.

What was the jury award?

- A. \$198,764
- B. \$298,531
- C. \$367,912
- D. \$405,083



Round 5: Case Law Conundrums

Q3: EEOC v. PACE Southeast Michigan

U.S. District Court, Eastern District of Michigan
Settlement announced January 2025

Two employees exhausted their FMLA leave but requested brief additional leave extensions of three weeks or less, supported by medical documentation confirming they could return to work afterward.

The employer maintained a policy treating any inability to return immediately after FMLA leave as a voluntary resignation and terminated the employees without assessing whether the additional leave could be provided as a reasonable accommodation under the ADA.

The EEOC sued, alleging the employer unlawfully refused to consider finite additional leave as a reasonable accommodation.

What was the settlement amount?

- A. \$60,000
- B. \$120,000
- C. \$170,000
- D. \$500,000



Round 5: Case Law Conundrums

Q4: EEOC v. Sanmina Corporation

U.S. District Court, Northern District of Alabama
Settlement announced September 2025

An employee with osteoarthritis and related mobility limitations had successfully worked remotely for approximately two years. When the employer required employees to return onsite, she requested continued remote work because walking across the employer's large parking lot and entering and exiting her vehicle caused significant pain.

The employer initially allowed temporary remote work while reviewing the request but later terminated her for continuing to work remotely. The EEOC alleged the employer fired her because of her disability and request for accommodation.

What was the settlement amount?

- A. \$32,500
- B. \$77,500
- C. \$210,000
- D. \$915,000



Round 5: Case Law Conundrums

Q5: EEOC v. Elon Property Management Company, LLC

U.S. District Court, Middle District of Florida
Settlement announced September 2025

A property management company allegedly retaliated against a district manager for taking medical leave by placing her on a performance improvement plan immediately upon her return and blaming her for occupancy declines that occurred while she was absent.

The EEOC also alleged the company maintained a “100% healed” or full-duty return-to-work policy, requiring a physician-signed full release and signed job description before allowing employees to return to work. Such policies can unlawfully screen out individuals with disabilities by failing to consider reasonable accommodations.

The case resolved through settlement.

What was the settlement payment?

- A. \$75,000
- B. \$125,000
- C. \$200,000
- D. \$850,000





TIME'S UP!

**AND THE
WINNER IS.....**

