

# Request for Family or Medical Leave with Response to Employee

## EMPLOYEE REQUEST

Name \_\_\_\_\_ Title \_\_\_\_\_

Department \_\_\_\_\_ Payroll # \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

I am requesting  Family/Medical  Intermittent (partial day) Family/Medical leave due to

the birth of my child or the placement of my adopted or foster child in my home

a serious health condition affecting myself

a serious health condition affecting my  spouse  child  parent, for whom I must provide care.

other \_\_\_\_\_

Leave to begin \_\_\_\_/\_\_\_\_/\_\_\_\_ Leave to end \_\_\_\_/\_\_\_\_/\_\_\_\_

Number of days of FMLA leave I have taken in the past 12 months \_\_\_\_\_

Employee Signature \_\_\_\_\_

## EMPLOYER RESPONSE

Under the Family and Medical Leave Act, if you have worked at least one year and at least 1,250 hours in the past 12 months, you are eligible for up to 12 weeks unpaid leave under specific circumstances. You are entitled to receive health benefits as if you were still working. When returning to work, you must be reinstated to the same or an equivalent job with the same pay, benefits and terms and conditions of employment. If you do not return to work following the FMLA leave (for a reason other than the continuation, recurrence or onset of a serious health condition which would entitle you to FMLA leave or other circumstances beyond your control), you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

(Check appropriate boxes; explain where indicated)

This is to inform you that:

1. You are  eligible  not eligible for leave under FMLA.

2. The requested leave  will  will not be counted against your annual FMLA leave entitlement.

3. You  will  will not be required to furnish medical certification of a serious health condition.

If required, you must furnish certification by \_\_\_\_\_ (Date must be at least 15 days after you are notified of this requirement) or we may delay the commencement of your leave until the certification is submitted.

4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We  will  will not require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used, the following conditions will apply:  
(Explain) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5(a). If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payments have been discussed with you and it is agreed that you will make the premium payments as follows: *(Set forth dates, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee.)*

---

---

(b). You have a minimum 30-day or, \_\_\_\_\_ *(indicate longer period, if applicable)* grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work. We  will  will not pay your share of health insurance premiums while you are on leave.

(c). We  will  will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA leave. If we do not pay your premiums for other benefits, when you return from your leave you  will  will not be expected to reimburse us for the payments made on your behalf.

6. You  will  will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until such certification is provided.

7(a). You  are  are not a "key employee" as described in 825.218 of the FMLA regulations. If you are a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us.

(b). We  have  have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. *(Explain (a) and/or (b) below. See 825.219 of the FMLA regulations.)*

---

---

---

---

8. While on leave, you  will  will not be required to furnish us with periodic reports every \_\_\_\_\_ *(indicate interval of periodic reports, as appropriate for the particular leave situation)* of your status and intent to return to work *(see 825.309 of the FMLA regulations)*. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the reverse side of this form, you  will  will not be required to notify us at least two work days prior to the date you intend to report for work.

9. You  will  will not be required to furnish recertification relating to a serious health condition. *(Explain below, if necessary, including the interval between certifications as prescribed in 825.308 of the FMLA regulations.)*

Employer Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_