

Eligibility and Designation Notice of FMLA Leave

To: _____

Date: _____

We reviewed your Application for leave under the FMLA and decide as follows:

- ☐ Due to your status within the credit union, you are considered a "key employee" as defined in the FMLA. As 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. 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.
- ☐ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details.
- ☐ You are eligible to receive FMLA leave. However, in order for us to determine whether your absence is FMLA-qualifying, you must return the Certificate of (name of form) on or before . Once we obtain this information, we will inform you within five (5) business days about whether your leave is FMLA-qualifying.
- ☐ The certification you provided is incomplete and insufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than (provide at least seven calendar days), unless it is not practicable under the particular circumstances despite diligent good faith efforts, or your leave may be denied.

(Specify information needed to make the certification complete and sufficient)

THE GENETIC INFORMATION NON-DISCRIMINATION ACT OF 2008 ("GINA") PROHIBITS EMPLOYERS AND OTHER ENTITIES COVERED BY GINA TITLE II FROM REQUESTING OR REQUIRING GENETIC INFORMATION OF AN INDIVIDUAL OR A FAMILY MEMBER OF THE INDIVIDUAL, EXCEPT AS SPECIFICALLY ALLOWED BY THIS LAW. TO COMPLY WITH THIS LAW, WE ARE ASKING THAT YOU NOT PROVIDE ANY GENETIC INFORMATION WHEN RESPONDING TO THIS REQUEST FOR MEDICAL INFORMATION. 'GENETIC INFORMATION' AS DEFINED BY GINA, INCLUDES AN INDIVIDUAL'S FAMILY MEDICAL HISTORY, THE RESULTS OF AN INDIVIDUAL'S OR FAMILY MEMBER'S GENETIC TEST, THE FACT THAT AN INDIVIDUAL OR INDIVIDUAL'S FAMILY MEMBER SOUGHT OR RECEIVED GENETIC SERVICES, AND GENETIC INFORMATION OR A FETUS CARRIED BY AN INDIVIDUAL OR INDIVIDUAL'S FAMILY MEMBERS OR AN EMBRYO LAWFULLY HELD BY AN INDIVIDUAL OR FAMILY MEMBER RECEIVING ASSISTIVE REPRODUCTIVE SERVICES.

- ☐ Your FMLA leave request is **NOT** approved because:
- ☐ as of the date of your leave request you have not been employed for 1,250 hours and/or one (1) year from the date of request for leave;
- ☐ you exhausted your FMLA leave entitlement in the applicable 12-month period;
- ☐ additional information is needed to determine whether FMLA leave is approved;
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☐ Your FMLA leave request **IS** approved for the following reasons:

- ☐ **Medical Leave:** The birth of a child, or placement of a child with you for adoption or foster care;
- ☐ **Medical Leave:** Your own serious health condition;
- ☐ **Medical Leave:** Because you are needed to care for your ____ spouse; ____ child; ____ parent due to his/her serious health condition.
- ☐ **Emergency Military Leave:** Because of a qualifying emergency arising out of the fact that your ____ spouse; ____ son or daughter; ____ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves; and/or
- ☐ **Military Caregiver Leave:** Because you are the ____ spouse; ____ son or daughter; ____ parent; ____ next of kin of a covered service member with a serious injury or illness. You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered service member with a serious injury or illness. This single 12-month period commences on _____.

For **family, medical and military caregiver leave**, you are entitled to up to 12 weeks of unpaid leave in a 12-month period calculated as:

- ☐ the calendar year (January — December).
 - ☐ a fixed leave year based on _____.
 - ☐ the 12-month period measured forward from the date of your first FMLA leave usage.
 - ☐ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- ☐ **For emergency military leave**, you have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered service member with a serious injury or illness. This single 12-month period commences on _____.
- ☐ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: _____
- ☐ You will be required to use your available paid ____ sick, ____ vacation, ____ personal and/or ____ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.
- ☐ You have _____ sick, _____ vacation, _____ personal hours and/or _____ other leave for which will be counted against your leave for total _____ hours. _____ hours will be unpaid hours. For a copy of conditions applicable to sick/vacation/personal/other leave usage please refer to _____ available at: _____.

Because the leave you need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Applicable conditions for use of paid leave:

- ☐ If you are on intermittent leave, you are required to notify _____, at least ____ hours prior to your scheduled start time. While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every. (Indicate interval of periodic reports, as appropriate for the particular leave situation). If you took leave in a block of time, you will need to notify us _____ weeks prior to your scheduled return to work date.

- [] You must present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position is is not attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.
- [] Your health benefits will be maintained during any period of unpaid leave under the same conditions as if you continued to work. Contact _____ at _____ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. 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.

You will be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)

If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered service member's serious injury or illness which would entitle you to FMLA leave; or 3) 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.

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated, you will be required to notify us at least two (2) workdays prior to the date you intend to report for work.

Signature

Date

Print Name and Title