

BAYLOR UNIVERSITY
BU-PP 408C

Response to Request for Family and Medical Leave Act (FMLA)

DATE: _____

TO: _____

FROM: _____

SUBJECT: _____

On _____ (date), you notified us or we became aware of your need to take family/medical leave due to:

_____ the birth of your child, or the placement of a child with you for adoption or foster care

_____ a serious health condition that makes you temporarily unable to perform an essential function of your job

_____ a serious health condition affecting your spouse _____ child _____ parent _____, for which you are needed to provide care.

You notified us that you need this leave beginning on _____(date) and that you expect leave to continue until on or about _____(date).

You were notified _____(date) that your FMLA leave began on _____(date) and will continue until _____(date).

Except as explained below, you have a right under the Family and Medical Leave Act (FMLA) of 1993 for up to 12 weeks of leave in a 12-month period for the reasons listed above.

You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave provided that you return to work on or before the expected date of return identified above or have contacted us and received an approved extension of FMLA leave.

Your health benefits must be maintained during any period of leave under the same conditions as if you continued to work. 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; or (2) other circumstances beyond

your control, you may be required to reimburse the university for its share of health insurance contributions paid on your behalf during your FMLA leave.

This is to inform you that (check appropriate boxes and explain as necessary):

1.

Your leave is designated as FMLA leave.

Your leave is preliminarily designated as FMLA leave pending medical certification of your serious health condition.

Your leave is not designated as FMLA leave because

2.

The requested leave will be deducted from any FMLA leave balances.

The requested leave will not be deducted from any FMLA leave balances.

The requested leave will be deducted from any FMLA leave balances provided the preliminary designation is not withdrawn.

3. You are required to furnish medical certification of a serious health condition by 15 days from the date above. If you fail to do so, we may:

a) delay the commencement of your leave (if you have not yet taken leave); or

b) withdraw any designation of FMLA leave, in which case you would be unauthorized, subjecting you to disciplinary action up to and including termination.

4. You currently have the available leave:

Leave Time:

Sick Leave

Vacation Leave

Personal Leave

5.

If you normally pay a portion of the premiums for your health insurance, these payments will continue during FMLA leave. You have a 30-day grace period in which to make premium payments. If payment is not made in a timely manner, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health insurance 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 not pay your share of health insurance premiums while you are on leave.

6.

_____ You will not be required to present a fitness-for-duty certificate prior to being restored to employment.

_____ You will be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is not received, your return to work may be delayed until the certification is provided. (This certification may be facilitated by the University's Compensation & Benefits Office.)

7.

_____ We have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (Key employee designation).

_____ We have determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (Key employee designation).

8.

_____ While on leave, you will not be required to furnish us with periodic reports.

_____ While on leave, you will be required to furnish us with periodic reports every _____ (*indicate interval of oral periodic reports, as appropriate for the particular leave situation*) of your status and intent to return to work.

9. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the first page of this form, you:

_____ Will be required to notify us at least two work days prior to the date you intend to report for work.

10.

_____ You will be required to furnish certification relating to a serious health condition every 30 days.

11.

_____ You have not requested leave on an intermittent or reduced leave schedule.

_____ You have requested leave on an intermittent or reduced leave schedule.

12.

_____ We will not require you to transfer temporarily, during your leave period, to an available alternative position for which you are qualified.

_____ We will require you to transfer temporarily, during your leave period, to an available alternative position for which you are qualified. The terms of this transfer are as follows: