

_____ COUNTY ROAD COMMISSION
**Response to Employee
 Application for Family or Medical Leave**

Date:	
To:	
	(Employee's Name)
From:	
	(Name of appropriate employer representative)
Subject:	

On _____ you notified us 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; or			
	A serious health condition that makes you unable to perform the essential functions of your job; or			
	A serious health condition affecting your		spouse,	Child
	parent, for whom you need to provide care.			

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

Except as explained below, you have a right under the FMLA to take up to twelve (12) weeks of unpaid leave in a twelve (12) month period for the reasons listed above. Your health benefits will be maintained during any period of unpaid leave under the same conditions as if you continued work, and you must be restored to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. 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 that would entitle you to FMLA leave or, (2) 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.

This is to inform you that: (check appropriate boxes; explain where indicated)

1. You are eligible / not eligible for leave under the FMLA.
2. The request 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 condition. If required, you must furnish certification by: _____ (date must be at least fifteen (15) days after you are notified of this requirement), or we may delay the start of your leave until the certification is submitted.
4. You may choose 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 payment have been discussed with you, and it is agreed that you will make premium payments as follows:
 - (b). You will have a thirty (30) day grace period (or longer, if applicable) in which to make each payment. We will notify you fifteen (15) days before the grace period ends if your payment has not been made. If your payment has not been made when the grace period ends, your group health insurance may be canceled, or, at our option, we may pay your share of the premiums during the FMLA leave and recover those payments from you when you return to work.
 - (c). We will / will not pay your share of the premiums for your health insurance while you are on leave.

- (d). 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 pay your premiums for other benefits, when you return from leave you will / will not be expected to reimburse us.
6. You will / will not be required to present a fitness-for-duty certificate before being restored to employment. If such a certificate is required but not received, your return to work may be delayed until the certificate is provided.
7. While on leave, you will be required to furnish us with periodic reports every thirty days of your status and intent to return to work. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on your Application for Family or Medical Leave, you will be required to notify us at least two (2) workdays before the date you intend to report for work.
8. You will / will not be required to furnish re-certification relating to a serious health condition. (Explain below, if necessary, including the interval between the certifications).
9. If you return to work at the expiration of your leave period, not to exceed twelve (12) weeks, you will be restored to your old position or to a position with equivalent pay, benefits, and other terms and conditions of employment, as determined by the Road Commission.
10. Failure to return to work at the expiration of your leave period will subject you to immediate termination, unless you request and receive an extension to your leave in writing or unless otherwise provided in an applicable labor agreement.