

Family/Medical Leave Information Sheet

1. If you normally have premiums deducted for your elected benefits (including health, vision, dental, optional life insurance) or contribute to a flex spending account, these payments will continue to be deducted during your leave. You are responsible for paying the employee portion of premiums / contributions during the leave period to maintain coverage under your benefits plan. If you are receiving a paycheck while out on leave, the premiums/contributions will continue to be withheld from your paycheck. If you are not receiving a paycheck, or receiving only a partial paycheck while on leave, you will be contacted by Aspirus to make timely payments for any outstanding premiums. If payment is not made timely (within 30 days, or by Aspirus' designated due date, whichever is greater) your benefits may be cancelled, and you will be dis-enrolled. A notice indicating when coverage will be cancelled will be included in the premium payment letter, and will be sent at least 15 days before coverage is to cease. Retirement account: If you are not receiving a paycheck or have insufficient earnings while on leave, payroll contributions will not be made into your retirement account. If you have a loan from your retirement account, you will need to contact the carrier directly to make the necessary payment arrangements.

2. In general, FMLA is an unpaid leave but you have the option to use accrued paid time off during your FMLA leave. This means that you may receive your paid time off and the leave will also be considered protected FMLA/State leave and counted against your leave entitlement(s). You must notify Leave Management Services if you intend to use accrued paid time. Use of paid time off during a family or medical leave does not extend the total amount of leave available. Additionally, leave for a workers' compensation injury or illness will be charged against an employee's entitlement to FMLA leave, provided that the leave meets FMLA requirements. In all circumstances, an employee is entitled only to a maximum leave of twelve (12) weeks under FMLA, whether paid, unpaid, or partially paid. Any paid leave used for an FMLA-qualifying reason will be charged against your FMLA and/or applicable state leave entitlement.

3. If you are a "key employee" as described in section 825.217 of the FMLA regulations, restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to VNA Home Health & Ext Care. If you are a key employee, Aspirus will give you a separate notice for each leave request.

4. While on leave you may be required to furnish Leave Management Services with periodic reports of your status and intent to return to work. We may ask for a recertification periodically during the leave period if: (1) you request an extension of your leave; (2) circumstances change regarding the injury or illness; or (3) we receive information that casts doubt on the continuing validity of your most recent certification. If your leave is for intermittent leave, we may require recertification every six (6) months.

5. If your request is for intermittent leave and you have some control over the timing of your leave, you are expected to make an effort to schedule appointments at times that will cause the least disruption to the functionality of your department. You are expected to provide your supervisor with as much notice as possible when you need time off from work. If you are not able to provide reasonable notice to your supervisor, you may be required to provide documentation to verify the urgency of the situation (i.e. why more notice could not be given).

6. If the circumstances of your leave change and you are able to return to work earlier than anticipated, you are required to notify Leave Management Services and your supervisor at least two workdays prior to the date you intend to report to work.
7. If you are unable to return to work as anticipated, you will need to contact Leave Management Services immediately to discuss your return to work options.
8. The 12 month period during which an eligible employee may take job-protected family medical leave is a 12-month period measured “rolling” backwards from each date an employee uses any FMLA leave, and/or in accordance with any applicable State leave regulations.
9. Newborn leave (for care of a newborn child or the placement of a child for adoption or foster care) must be completed within 12 months after the birth, adoption, or placement of the child. When both spouses are employed by Aspirus, the amount of Family and Medical Leave available in a twelve (12) month period for bonding with a newborn, adopted, or foster child may be limited to a combined total of twelve (12) weeks.
10. You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment upon your return from FMLA leave and as required by applicable State law. (If your leave extends beyond the end of your FMLA entitlement, you do not have these return rights under FMLA).
11. If you do not return to work following your leave for any 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 health condition or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse Aspirus for your share of health insurance premiums paid on your behalf during your leave.