



# Family and Medical Leave Act Specific Notice

## **FAMILY AND MEDICAL LEAVE ACT – SPECIFIC NOTICE**

This is your Specific Notice regarding Family and Medical Leave under the Family and Medical Leave Act (FMLA). The following information details your specific expectations and obligations.

### **1. ELIGIBILITY REQUIREMENT**

Associates are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 associates are employed by the employer within 75 miles.

### **2. BASIC LEAVE ENTITLEMENT**

Subject to the conditions explained below, the FMLA provides eligible associates with the following:

- Up to 12 weeks of unpaid, job protected leave in a rolling 12 month period due to (twenty-six (26) weeks if caring for a servicemember who was injured or became ill in the line of military duty):
  - Your own serious health condition or pregnancy related care renders you unable to perform the functions of your position;
  - To care for a family member (spouse, child (under 18 years or disabled), or parent) who has a serious health condition;
  - Father's attendance at birth of child, parent's care of newborn child within the first twelve (12) months following birth, or placement of a son or daughter with the associate for adoption or foster care within twelve (12) months after date of placement.;

### **3. MILITARY FAMILY LEAVE ENTITLEMENTS**

Eligible associates with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible associates to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### **4. MEDICAL CERTIFICATION**

If you are required to provide medical certification as indicated by an asterisk (\*) on the Form A, failure to provide certification by the date indicated on the front of this request will result in denial of leave until certification is provided. NOTE: Requests for leave extensions must be accompanied with a valid medical certification.

### **5. DEFINITION OF SERIOUS HEALTH CONDITION**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the associate from performing the functions of the associate's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **6. USE OF LEAVE**

An associate does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Associates must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### **7. PAID TIME**

We require that you use any accrued Extended Illness bank (EIB) and Personal Time Off (PTO) hours for which you are eligible for prior to the Family and Medical Leave becoming unpaid. Associates must use any time accrued in their Extended Illness Bank (EIB) or Paid Time Off (PTO) at the beginning of any family and medical leave until earned time off is exhausted. EIB can only be used in circumstances where the associate is on FML for their own serious health condition. If all accrued leave is exhausted, the remainder of the leave is unpaid.



## Family and Medical Leave Act Specific Notice

### 8. ASSOCIATE RESPONSIBILITY

Associates must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the associate must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Associates must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the associate is unable to perform job function, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Associates also must inform Centura Health if the requested leave is for a reason for which FMLA leave was previously taken or certified. Associates also may be required to provide a certification and periodic recertification supporting the need for leave.

### 9. EMPLOYER RESPONSIBILITY

Covered employers must inform associates requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the associates' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform associates if leave will be designated as FMLA-protected and the amount of leave counted against the associate's leave entitlement. If the employer determines that the leave is not FMLA protected, the employer must notify the associate

### 10. ASSOCIATE BENEFITS

Health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and 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 the maximum of twelve (12) weeks of leave (twenty-six (26) if caring for a servicemember who was injured or became ill in the line of military duty)

If you do not return to work following FMLA for a reason other than any of the following you may be required to reimburse Centura Health for our share of health insurance premiums paid on your behalf during your leave:

- The continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or
- Other circumstances beyond your control

FMLA Leave: Benefit premium deductions will be taken from your regular paycheck while you are on FMLA leave as long as you are being paid from your EIB and/or PTO bank or receiving Short Term Disability (STD). If your leave time goes to an unpaid status, you will be responsible for the associate portion of your premiums. Any premiums that are missed because you do not have a paycheck while you are on FMLA leave will be pended and deducted from your first paycheck when you return from leave. This prevents you from having to remember to submit personal checks for the premium and you are still able to take advantage of the pre-tax status of the premiums. Contact the Benefits Service Center at 888-622-111 for further information. NOTE: If you fail to return from FMLA leave, Centura Health may recover from you the entire cost of the premiums paid for maintaining group benefits.

### 11. RETURNING TO WORK

Upon returning from leave within the 12-week FMLA period (twenty-six (26) if caring for a servicemember who was injured or became ill in the line of military duty), you will be restored to the same or equivalent position with your pay, benefits and other employment terms. You are expected to report periodically to human resources regarding your status and intent to return to work. If you are able to return to work earlier than the date indicated on this form, you are required to notify your manager at least two (2) working days prior to the date you intend to report for work. Medical Certification to Return to Work will be required in accordance with Centura Health practice and must be approved by Associate Health. Failure to provide a Return to Work/Fitness for Duty certificate prior to your return to work date will result in a denial to report to work. **Failure to return to work on the day after expiration of leave may result in termination of employment.**

### 12. WORKER'S COMPENSATION

Periods of Worker's Compensation absences that also qualify as serious health conditions will run concurrently with FMLA leave and count toward the FMLA entitlement

### 13. UNLAWFUL ACTS BY EMPLOYERS

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding



under or relating to FMLA.

## Family and Medical Leave Act Specific Notice

### 14. ENFORCEMENT

An associate may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Leave of Absence (LOA) records must be kept for a minimum of three (3) years