

1 **Family and Medical Leave Act (FMLA)**

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4 Contact: [University Human Resources](#)

5 **Contents**

6 **Introduction**

7 **Policy Statement**

8 [Employee Eligibility](#)

9 [Reasons for Leave](#)

10 [- Family Leave](#)

11 [- Medical Leave](#)

12 [- Servicemember Leave](#)

13 [Notice and Documentation](#)

14 [Paid versus Unpaid Leave](#)

15 [Continuation of Insurance Benefits](#)

16 [Return to Employment After Leave](#)

17 [No Retaliation or Interference](#)

18 [Definitions](#)

19 [Enforcement](#)

20 **Resources**

21 **Introduction**

22 This policy explains the university's provisions regarding the Family and Medical Leave Act (FMLA).

23 **Policy Statement**

24 FMLA provides eligible employees with job-protected leave for qualifying events or circumstances, as described below.

25 Some of those events or circumstances may involve the employee's own health event or circumstance, or may involve the
26 health or military service of the employee's family member, defined below under "Definitions."

27 Under the FMLA, leave may be taken in continuous full-time periods or may include a reduced or intermittent schedule when
28 medically necessary or for a qualifying exigency due to a call to active duty. When intermittent or reduced schedule leave is
29 needed to care for an immediate family member or for the employee's own illness and is for planned medical treatment, the
30 employee must consult with the supervisor and make a reasonable effort to schedule treatment so as not to unduly disrupt
31 the department's operation.

32 [<Back to top>](#)

33 **Employee Eligibility**

34 An employee is eligible for FMLA leave if he or she has

- 35 • Been employed by ISU for 12 months, and
- 36 • Worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave.

37 An employee returning from fulfilling his or her covered active duty will be credited with the hours of work that would have
38 been performed during the period of military service.

39 **Reasons for Leave**

40 The FMLA allows eligible employees to take leave for the following qualifying events or circumstances.

41 **FAMILY LEAVE**

42 An employee may take family leave for the following events or circumstances:

- 43 • Birth and care of a child during the first year
- 44 • Adoption or foster placement of a child and care during first year
- 45 • Care for employee's spouse, domestic partner, child, or parent with a diagnosed serious health condition, defined below
46 under "Definitions"

47 **Amount of Leave:** Employees taking family leave may take up to twelve (12) work weeks of family leave per
48 calendar year (January 1-December 31).

49 Leave for birth, adoption of a child or placement of a foster child must be taken in one single period and must be
50 taken within one year of the birth or placement of the child. If both parents work for ISU and request leave for
51 birth or placement of a child, care of that child in the first year, or care for a parent with a serious health condition,
52 the twelve week leave period for both employees is combined. The parents do not each have twelve weeks of
53 FMLA available for those situations.

54 [<Back to top>](#)

55 **MEDICAL LEAVE**

56 An employee may take leave for his or her own serious health condition, as described below under "Definitions."

57 **Amount of Leave:** Employees taking medical leave for their own serious health condition may take up to twelve
58 (12) work weeks of medical leave per calendar year (January 1-December 31) either continuously or
59 intermittently.

60 **SERVICEMEMBER LEAVE**

61 An employee may take leave in conjunction with a servicemember's call to duty or to care for a servicemember with an injury
62 or illness. A covered servicemember may be a current member of the Armed Forces, including the National Guard or
63 Reserves, or a veteran of the Armed Forces, including the National Guard or Reserves.

64 ***Exigency***

65 Employees with a spouse, son, daughter, or parent (i.e., the "servicemember") on covered active duty or call to
66 covered active duty may use leave to address certain qualifying exigencies arising out of the active duty or
67 impending active duty.

68 Examples of qualifying exigencies include attending certain military events, arranging or providing for alternative
69 child care or school, addressing certain financial and legal arrangements, addressing issues arising from short-
70 notice deployment, attending certain counseling sessions, and attending post-deployment reintegration briefings.

71 **Amount of Leave:** An employee may take up to twelve (12) work weeks of leave per calendar year (January 1 -
72 December 31) either continuously or intermittently.

73 ***Injury or Illness***

74 Employees may also take leave to care for a covered servicemember ("the servicemember") who has a serious
75 injury or illness incurred in the line of duty that may render the servicemember medically unfit to perform his or
76 her own duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in
77 outpatient status; or is on the temporary disability retired list.

78 In order to care for the covered servicemember, the employee must be the spouse, son, daughter, parent, or next
79 of kin of the servicemember.

80 **Amount of Leave:** An employee may take up to twenty-six (26) work weeks of leave per servicemember or per
81 injury/illness during a twelve month period, beginning on the first day of leave. If both parents work for ISU and
82 request leave for the care for a servicemember, the twenty-six week total leave period for both employees is
83 combined. The parents do not each have twenty-six weeks of FMLA available in that situation.

84 [<Back to top>](#)

85 **Notice and Documentation**

86 When the need for FMLA leave is foreseeable, the employee shall notify the university within 30 days of the need for FMLA
87 leave by using the FMLA request form. When the need for FMLA leave is not foreseeable, the employee shall notify the
88 university as soon as he/she is aware that FMLA leave is needed. An employee requesting FMLA leave must explain the
89 reasons for the needed leave so as to allow the university to determine whether the leave qualifies under the FMLA policy.

90 The employee must provide complete and sufficient medical or military documentation in support of a request for FMLA
91 leave. Failure to provide such documentation by the due date given may result in the denial or delay of FMLA. The university
92 may seek a second or third opinion of medical documentation, and may also request reasonable updates of supporting
93 documentation. The employee may also be required to provide documentation of the familial relationship to support
94 servicemember leave.

95 The university will promptly notify the employee in writing if the employee is eligible for FMLA and, if so, whether the
96 requested leave will be counted as FMLA leave. In certain circumstances the university may designate an absence as FMLA
97 even if the employee did not request FMLA. The university may not retroactively designate an absence as FMLA unless the
98 reasons for the absence were not known to the university at the time leave began.

99 An employee taking FMLA leave must comply with the department's established call-in procedures appropriate for the
100 situation. When calling in, employees must also inform the department if the requested leave or absence is for a reason for
101 which FMLA was previously taken or certified.

102 An employee on leave for his or her own medical condition must present a medical release to return to work. The employee
103 may be asked to medically certify that the employee is able to perform the essential functions of the position. Failure to
104 submit a sufficient and complete release may delay the employee's return to work.

105 **Paid versus Unpaid Leave**

106 FMLA does not provide paid leave. However, employee wages during a FMLA covered absence(s) will be provided in
107 accordance with university policy and collective bargaining agreements. Emergency leave may be used concurrently with
108 FMLA under certain circumstances.

109 Employees eligible for FMLA will use applicable university paid leave benefits concurrently with FMLA. Leave benefits may
110 be sick leave and/or vacation dependent on the FMLA reason. If sick leave and/or vacation is exhausted, leave will be
111 unpaid (leave without pay). Employees who are qualified for FMLA leave are eligible to retain up to two weeks (80 hours) of
112 accrued annual "vacation" leave each calendar year.

113 [<Back to top>](#)

114 **Continuation of Insurance Benefits**

115 During an approved leave, paid or unpaid, ISU will continue to pay the employer share of the employee's medical and dental
116 insurance plan(s). If the employee is responsible for a share of the premium(s) through payroll deduction, the employee must
117 continue to pay his or her share during any unpaid leave.

118 Life, long term disability and waiver of annuity contribution benefit may be continued at employee expense under the leave
119 without pay rules. If leave is due to an employee's illness, life, long term disability and waiver of annuity contribution benefit
120 coverage may be continued through the policy provisions (see group policy booklet). Contributions to IPERS cannot continue
121 during a period of unpaid FMLA or other form of unpaid leave.

122 **Return to Employment After Leave**

123 At the end of FMLA leave, an employee must be restored to the job he or she left or one with equivalent benefits, pay and
124 "other terms and conditions of employment." Employees on FMLA must receive any unconditional pay raises that were
125 granted during their absence.

126 The FMLA contemplates that there may be situations when an employee cannot return to employment during or after leave.
127 Termination of employment may occur, for example, while an employee is on leave if there is a layoff or reduction in force, or
128 cause that would otherwise support dismissal, if the employee's job would have been lost if he or she was actively working.
129 Similarly, termination of employment may occur if the employee is unable to perform one or more of the essential functions
130 of the position, with or without reasonable accommodation, after the leave is over.

131 **No Retaliation or Interference**

132 The FMLA prohibits discrimination and retaliation against an employee who exercises his or her leave rights, and also
133 prohibits interference with those rights.

134 [<Back to top>](#)

135 **Definitions under the FMLA**

136 "Child" may be a biological, adopted, foster, or step child or legal ward, or child of a person standing "in loco parentis" by
137 providing day-to-day care and financial support,, where the child is under age 18, or age 18 or older and incapable of self
138 care because of a mental or physical disability.

139 "Next of Kin" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in
140 the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or
141 statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered
142 servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes
143 of military caregiver leave under the FMLA.

144 "Parent" means a biological, adoptive, step or foster parent, or other person who stood "in loco parentis" to a child by
145 providing day-to-day care and financial support. In-laws are not covered by this policy.

146 "Spouse" means a legal spouse or a common law spouse. This policy also covers domestic partners. Both spouses and
147 domestic partners must have on file an Affidavit of Domestic Relationship to be eligible for leave to care for the spouse or
148 partner.

149 "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care or
150 continuing treatment by a health care provider.

- 151 • The term "incapacity" means inability to work, attend school or perform other regular daily activities due to the serious
152 health condition, treatment therefore, or recovery therefrom.
- 153 • The term "inpatient care" means an overnight stay in a hospital, hospice, or residential medical care or any subsequent
154 treatment in connection with the inpatient care.
- 155 • The term "treatment" includes (but is not limited to) examinations to determine if a serious health condition exists and
156 evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental
157 examinations.
- 158 • The term "continuing treatment by a health care provider" means any one of the following
- 159 • A period of incapacity of more than three consecutive full calendar days, and any subsequent treatment or period of
160 incapacity relating to the same condition that also involves either treatment two or more times within 30 days, or
161 treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under
162 the supervision of the health care provider.
- 163 • Any period of incapacity due to pregnancy or prenatal care.
- 164 • Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious
165 health condition is one which requires periodic visits (i.e., at least twice per year) for treatment by a health care provider,
166 which continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity.
- 167 • Permanent or long-term conditions
- 168 • Conditions requiring multiple treatments
- 169 [<Back to top>](#)

170 **Enforcement**

171 If an employee has concerns or complaints regarding FMLA, the employee may contact University Human Resources. In
172 addition, an employee may file a complaint with the Department of Labor.

173 **Resources**

174 **Links**

- 175 • [FMLA Flowchart, Forms, and FAQ](#)
- 176 • [University Human Resources \[UHR\] Benefits Office](#)
- 177 • [Disability Accommodation Requests](#)
- 178 • [AFSCME Contract and other Merit information](#)
- 179 • [Salaries and Benefits for Faculty, Faculty Handbook Chapter 4](#)
- 180 • [Sick Leave Policy; Other Uses of Sick Leave](#)
- 181 • [Vacation Leave](#)
- 182 • [Leave of Absence Without Pay](#)
- 183 • [Catastrophic Illness or Injury](#)