

Union Pacific Railroad Request for Family or Medical Leave (Family and Medical Leave Act of 1993)

Employee: _____ Date of Hire: _____
Employee ID #: _____ Service Unit: _____
Phone: _____ Supervisor: _____
Job Title: _____ **Supervisor's Signature:** _____
 Agreement / Non Agreement **Date:** _____

(To be completed by supervisor and reviewed with employee)

SUBJECT: Request for Family/Medical Leave

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

- the birth of a child, or the placement of a child with you for adoption or foster care. (Estimated date of birth or placement of child _____); 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 (age _____), parent, for which you are needed to provide care.

Block / Intermittent leave will begin on (date) _____ and continue until on or about (date) _____.

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

1. You meet / do not meet the 12 months of total service and 1250 actual hours worked (in the immediate previous 12 months prior to the commencement or request of FMLA).
2. You may be eligible / are not eligible for leave under the FMLA.
3. You are required to furnish medical certification of a serious health condition. You must ensure that your health care provider completes the enclosed Certification of Health Care Provider Form 16874. It is your responsibility to ensure that the completed form is received by Union Pacific Health Services Department within 15 calendar days after receipt of the form, or by _____ (Date).

You may be required to submit updated medical certification forms at 30-day intervals. A copy of this Form 16873 and the completed 16874 must be mailed or faxed to:

Union Pacific Health Services
1400 Douglas Street, Stop 0350
Omaha, NE 68179
Fax: (402) 501 – 0067

4. You are conditionally approved to use FMLA during the certification process. **If certification is not provided or does not substantiate a serious health condition as defined by the FMLA, any absences taken under FMLA will not be protected, and may be subject to discipline as unexcused absences.**

5. This leave will be counted against your annual FMLA leave entitlement. Employees have 12 workweeks or the equivalent of 12 workweeks of FMLA leave available on an annual basis.

6. **(A) Agreement Employees:**

You may be required to use accrued paid leave time while on FMLA leave. You are required to substitute accrued sick leave, if applicable, for your own serious health condition.

Employees receiving sickness benefits from Railroad Retirement, or employees receiving Supplemental Sickness Benefits (SSB) under the National Health and Welfare Plans will not be required to use other accrued paid leave, but such sick leave will count against the 12 weeks of leave allowed under FMLA.

(B) Non-agreement Employees:

Short Term Disability days will be charged against any FMLA leave entitlement except FMLA leave taken in connection with the birth of an employee's child. Otherwise, you are required to use any available vacation while on FMLA leave.

7. If you normally pay a portion of the premiums for your health insurance, you must continue to make these payments during the period of FMLA leave. If you are a Hospital Association member, you must continue your health insurance payments during the period of FMLA leave. Arrangements for payments have been discussed with you and it is agreed that you will make payments as follows:

Checks should be made payable to and mailed to: UNION PACIFIC RAILROAD
MANAGER PAYROLL ACCOUNTING
1400 DOUGLAS STREET
OMAHA NE 68179

8. If taking leave for your own serious health condition, you will be required to present a return to work certificate from your health care provider prior to returning to work. If such certification is not received, your return to work may be delayed until a certification is provided.

IMPORTANT INFORMATION FOR EMPLOYEES:

Qualified employees have a right under the Family & Medical Leave Act for 1993 (FMLA) for up to 12 weeks of unpaid leave during the calendar year for reasons listed on the front side of this form. Also, your health benefits will be maintained during any period of unpaid leave under the same conditions as if you continued to work. You are to 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 as you held before your leave commenced if you are a non-agreement employee, or as provided for in your collective bargaining agreement if you are an agreement employee. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, reoccurrence, 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 Company for its share of health insurance premiums paid on your behalf during your FMLA leave. Time taken for any reason that would qualify for FMLA leave will be counted against the 12 weeks allowed each calendar year; except leave available to a non-agreement employee due to the birth of such employee's child.

If the employer receives objective evidence that casts doubt on the validity of your certification, or your intent to use FMLA other than for its intended purpose, the company reserves the right to investigate and/or pursue disciplinary action.