Notice of Eligibility and Rights &

Responsibilities

(Emergency Family and Medical Leave Expansion Act)

**[Part A – NOTICE OF ELIGIBILITY]** TO:

FROM:

DATE:

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, you informed us that you needed leave beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_because:

\_\_\_\_\_ You are unable to work or telework because you need to care for a son or daughter under the age of 18 because the child’s school or place of care has been closed, or the child care provider for the child is unavailable due to an emergency with respect to COVID-19 declared by any Federal, State or local authority.

This Notice is to inform you that you:

\_\_\_ Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)

\_\_\_\_\_ Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):

\_\_\_\_\_ You have not met the FMLA’s 30-day length of service requirement. As of the first date of requested leave, you will have worked approximately \_\_\_ days towards this requirement.

\_\_\_\_\_ You are a health care provider or emergency responder.

If you have any questions, contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]**

**If your leave does qualify** as FMLA leave you will have the following **responsibilities** while on FMLA leave (only checked blanks apply):

\_\_\_\_ We will deduct your share of the premium payments for your health insurance to maintain health benefits while you are on leave from the 2/3 wages we are paying to you. If you choose to supplement paid leave time below, we will deduct your insurance premium from those wages during the first 10 unpaid days. If you don’t substitute paid wages during those 10 unpaid days, we will deduct your portion of health insurance premiums that were missed from the first payroll where we pay you 2/3 wages.

\_\_\_\_ While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Indicate interval of periodic reports, as appropriate for the particular leave situation).

**If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.**

If your leave does qualifyas FMLA leave you will have the following **rights** while on FMLA leave:

* You have a right under the FMLA for up to 12 weeks of Emergency Family and Medical Expansion Act Leave until December 31, 2020 and a total of 12 weeks of FMLA for any purpose during our designated 12-month period.
* Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
* 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 which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember’s serious injury or illness which would entitle you to FMLA leave; or 3) 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.
* IMPORTANT: Would you like to use any available time during the periods described below: \_\_\_\_\_\_\_\_ Emergency Paid Sick Leave \_\_\_\_\_\_\_\_\_\_\_\_\_ Vacation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sick\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PTO or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ other paid time off
* 10 days of unpaid leave \_\_\_\_\_\_\_\_\_\_\_ yes \_\_\_\_\_\_\_\_\_\_\_\_ no
* To supplement your wages paid at 2/3 by the company to bring you as close to full wages as possible \_\_\_\_\_\_\_yes\_\_\_\_\_\_\_\_no