**EXPANDED FAMILY AND MEDICAL LEAVE**

**NOTICE OF ELIGIBILITY AND RIGHTS AND RESPONSIBILITIES**

In general, to be eligible for Expanded Family and Medical Leave (EFML) under the Families First Coronavirus Response Act (FFCRA), an employee must have worked for an employer for 30 or more calendar days.

**Healthcare Provider and Emergency Responder Exclusion:**

Healthcare providers and emergency responders, as defined by Department of Labor regulations are excluded from eligibility for EFML.

**Part A-Notice of Eligibility**

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee

From:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer’s Representative

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, you informed us that you need EFML beginning on

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ because you are unable to work or telework because you are caring for a son or daughter whose school or daycare has been closed due to COVID-19 or the child care provider is unavailable for reasons related to COVID-19, and there is no other suitable person to care for my son or daughter.

This Notice is to inform you that you:

\_\_\_\_\_\_\_Are eligible for EFML (See Part B below for Rights and Responsibilities)

\_\_\_\_\_\_\_Are NOT eligible because you have not met the 30 calendar day length of service requirement.

\_\_\_\_\_\_\_Are NOT eligible because you are a healthcare provider or an emergency responder who is excluded from eligibility.

If you have questions, please contact\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or view the EFMLA poster [available on our website][posted in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].

**Part B-Rights and Responsibilities for Taking EFML**

As explained in Part A, you meet the eligibility requirements for taking EFML.

If you have not already done so, you must provide documentation indicating that you are unable to work or telework becauseyou are caring for a son or daughter whose school or daycare has been closed due to COVID-19 or the child care provider is unavailable for reasons related to COVID-19 AND there is no other suitable person to care for my son or daughter. You must also provide the name of your son or daughter and the name of the school, daycare provider or child care provider that is closed or unavailable. You may submit this information using the EFML Notice and Request for Leave form.

**If your leave qualifies for EFML, you will have the following responsibilities while on EFML (only the checked paragraphs apply):**

\_\_\_\_\_\_\_\_\_If you will be taking the first two weeks of EFML on an unpaid basis, contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

to make arrangements to make your share of the premium payments on your health insurance to maintain health benefits while you are on unpaid leave.

\_\_\_\_\_\_\_\_ You are required to use existing personal and vacation days concurrently with EFML during weeks 3 through 12 and will be paid at 100% of your wages when existing paid leave is used concurrently with EFML. If you do not have existing personal or vacation days, or if you run out of existing leave days, you will be paid at 2/3 of your regular rate, but no more than $200 per day/$10,000 in the aggregate.

\_\_\_\_\_\_\_\_ You are considered a “key employee” as defined in the FMLA. As a “key employee,” restoration to employment may be denied following EFML on the grounds that such restoration will cause substantial and grievous economic injury to your employer. We \_\_\_\_\_\_\_\_have/\_\_\_\_\_\_\_have not determined that restoring you to employment at the conclusion of EFML will cause substantial and grievous economic harm to your employer.

**If the circumstances of your leave change and you are able to return to work earlier than anticipated, we ask that you notify us at least two workdays prior to the date you intend to report for work.**

**If your leave does qualify as EFML, you will have the following rights while on EFML:**

You have a right to any combination of EFML and FML for up to 12 weeks in a 12-month period calculated as:

\_\_\_\_\_ the calendar year (January – December).

\_\_\_\_\_ a fixed leave year from \_\_\_\_\_\_\_\_to \_\_\_\_\_\_\_\_\_.

\_\_\_\_\_ the 12-month period measured forward from the date of your first EFML usage.

\_\_\_\_\_ a “rolling” 12-month period measured backward from the date of any EFML usage.

Your health benefits must be maintained during any period of leave under the same conditions as if you continued to work.

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

EFMLA-protected leave, unless you are a key employee and restoring you to employment at the conclusion of EFML will cause substantial and grievous economic harm to your employer. (If your leave extends beyond the end of your EFML entitlement, you do not have return rights under EFMLA.)

You have the option to use Emergency Paid Sick Leave or other existing leave benefits concurrently with the first two weeks of unpaid EFML.

As set forth above, you are required to use existing personal or vacation days concurrently with EFML during weeks 3-12 of EFML, but if you do not have any accrued personal or vacation days or run out of accrued personal or vacation days, you will be entitled to compensation during weeks 3-12 at the 2/3 your normal rate, up to $200 per day/$10,000 in the aggregate.

**Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as**

**EFML and count towards your EFML/FML entitlement. If you have any questions, please do not hesitate to contact:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**