

# FMLA/CFRA –NOTICE OF ELIGIBILITY AND RIGHTS & RESPONSIBILITIES

## Part A – NOTICE OF ELIGIBILITY

Employee Name: \_\_\_\_\_

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

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

- ☐ The birth of a child, or placement of a child with you for adoption or foster care (baby bonding) **FMLA/CFRA**;
- ☐ Your own serious health condition, including a workers' compensation injury **FMLA/CFRA**;
- ☐ Your own pregnancy, childbirth or related medical condition (FMLA will run concurrently with Pregnancy Disability Leave - PDL) **FMLA only**;
- ☐ Because you are needed to care for your family member with a serious health condition. Check one:  
☐ spouse; ☐ child; ☐ parent **FMLA/CFRA**;
- ☐ Because you are needed to care for a covered person with a serious health condition. Check one:  
☐ registered domestic partner; ☐ child of registered domestic partner; ☐ grandparent;  
☐ grandchild; ☐ sibling; ☐ parent-in-law; ☐ designated person **CFRA only**;
- ☐ Because of a qualifying exigency arising out of the fact that your ☐ spouse/registered domestic partner;  
☐ child; ☐ parent is on covered active duty or call to covered active duty status with the Armed Forces **FMLA/CFRA**;
- ☐ Because you are the ☐ spouse; ☐ son or daughter; ☐ parent; ☐ next of kin of a covered service member with a serious injury or illness (Note: up to 26 weeks) **FMLA only**.

Based on the information you have provided, we have determined that you are: (check one):

- ☐ You **are eligible** for family and medical leave. This Notice is to inform you that you eligible for:  
☐ FMLA only leave (If leave is due to your own pregnancy, FMLA/PDL will run concurrently. See separate PDL notice).  
☐ CFRA only leave (See Part C.)  
☐ FMLA/CFRA leave with FMLA & CFRA running concurrently.
- ☐ You **are not eligible** for family and medical leave, because (only one reason need be checked, although you may not be eligible for other reasons):  
☐ You have not met the FMLA/CFRA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately \_\_\_\_\_ months towards this requirement.  
☐ You have not met the FMLA/CFRA's hours of service requirement. As of the first date of requested leave, you have worked approximately \_\_\_\_\_ hours towards this requirement.  
☐ You do not work and/or report to a site with 50 or more employees within 75-miles (for FMLA only).  
☐ You do not work for a business with 5 or more employees (for CFRA).

## PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA/CFRA

As explained in Part A, if you meet the eligibility requirements for taking FMLA/CFRA leave you still have FMLA/CFRA leave available in the applicable 12-month period. However, in order for us to determine whether your absence qualifies as FMLA/CFRA leave, you must return the following information to us by \_\_\_\_\_. *(If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice if practicable;*

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*additional time may be required in some circumstances.)* If sufficient information is not provided in a timely manner, your leave may be denied.

\_\_\_\_ Sufficient certification to support your request for FMLA/CFRA leave. A certification form that sets forth the information necessary to support your request \_\_\_\_is\_\_\_\_ is not enclosed.

\_\_\_\_ Sufficient documentation to establish the required relationship between you and your family member/designated person.

\_\_\_\_ Other information needed – specified below (*such as documentation for military family leave*):

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\_\_\_\_ No additional information requested. You have a right under the FMLA/CFRA for up to 12 weeks of unpaid leave in a 12-month period calculated as:

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

\_\_\_\_ a fixed leave year based on \_\_\_\_\_

\_\_\_\_ the 12-month period measured forward from the date of your first FMLA/CFRA leave usage.

\_\_\_\_ a “rolling” 12-month period measured backward from the date of any FMLA/CFRA leave usage.

\_\_\_\_ You have a right under FMLA for up to 26 weeks of unpaid leave in a single 12-month period measured forward from the date of your first FMLA leave usage to care for a covered service member with a serious injury or illness. This single 12-month period commenced on \_\_\_\_\_.

You will have the following responsibilities while on FMLA/CFRA leave (*only checked blanks apply*):

\_\_\_\_ Contact \_\_\_\_\_ at \_\_\_\_\_ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. **You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled,** provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA/CFRA leave, and recover these payments from you upon your return to work.

\_\_\_\_ You have requested to use paid leave during your FMLA/CFRA leave. Any paid leave taken for this reason will run concurrently with FMLA/CFRA and will not extend the time of your FMLA/CFRA leave entitlement.

\_\_\_\_ We are requiring you to use paid leave during your FMLA/CFRA leave.

If you are eligible for and receiving state disability insurance (SDI) or Paid Family Leave (PFL), please notify \_\_\_\_\_ immediately. Paid leave will be coordinated so that your SDI or PFL payments and paid leave payout does not exceed your normal rate of pay. Please be prepared with the amount of the weekly benefit you are receiving through SDI/PFL if you have been provided that information by the Employment Development Department.

\_\_\_\_ **FMLA Only:** Due to your status within the company, you are considered a “**key employee**” as defined in the FMLA. As a “key employee,” restoration to employment may be denied following FMLA leave (*not CFRA leave*) on the grounds that such restoration will cause substantial and grievous economic injury to us. We \_\_\_\_have\_\_\_\_ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to

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us.

\_\_\_\_ 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 as well as have the employee inform you in writing the method of contact – phone, text, e-mail and the appropriate number and/or address to which communication should be addressed).*

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 (2) workdays prior to the date you intend to report for work.

Your health benefits will be maintained during any period of unpaid 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 FMLA/CFRA-protected leave. If your leave extends beyond the end of your FMLA/CFRA entitlement, you do not have return rights under FMLA/CFRA.

If you do not return to work following FMLA/CFRA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA/CFRA leave; 2) the continuation, recurrence, or onset of a covered service member's serious injury or illness which would entitle you to FMLA/CFRA 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/CFRA leave.

If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA/CFRA leave entitlement, you have the right to have \_\_\_\_ sick, \_\_\_\_ vacation, and/or \_\_\_\_ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA/CFRA leave. Applicable conditions for use of paid leave:

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Once we obtain the information from you as specified above, we will inform you, within five (5) business days, whether your leave will be designated as FMLA/CFRA leave and count towards your FMLA/CFRA leave entitlement. If you have any questions, please do not hesitate to contact: \_\_\_\_\_ at \_\_\_\_\_.

## **Part C - CFRA Leave Taken after FMLA/PDL**

We have received notice that you have requested California Family Rights Act (CFRA) leave for the purpose of bonding with your child, effective \_\_\_\_\_ (date). Under state law, you are entitled to CFRA leave of up to a maximum twelve weeks (60 working days) within twelve months after the birth or placement of the child. According to our calculations, your CFRA leave entitlement will end on \_\_\_\_\_ (date) and you should return to work on \_\_\_\_\_ (date).

CFRA must be taken in two week minimum increments, except for two separate instances when it can be taken in a smaller increment. If additional time off in smaller increments is needed, or if you decide to return sooner, please advise \_\_\_\_\_ (name), via phone at \_\_\_\_\_ or \_\_\_\_\_ (email) of your return date as soon as possible.

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*Vacation/PTO/Sick and Medical benefits during leave.* Check all that apply:

You currently have \_\_\_\_\_ PTO/vacation hours and \_\_\_\_\_ hours of accrued sick leave.

\_\_\_\_\_ You must take any accrued and unused PTO/vacation hours.

\_\_\_\_\_ Please advise your supervisor if you wish to use any of your PTO/vacation/sick time during your CFRA leave. If you are eligible for state disability insurance (SDI), your SDI benefits and PTO/vacation or sick leave pay will be coordinated so that your SDI/sick leave payments do not exceed your normal rate of pay. Please be prepared with the amount of the weekly benefit you are receiving through SDI/PFL if you have been provided that information by the Employment Development Department.

Under CFRA, you are eligible for continued health benefits for a maximum of twelve (12) weeks. Your continuation of health benefits will begin on \_\_\_\_\_ (date). If you currently contribute to the payment of benefits, you must continue to do so while on leave. Your payment in the amount of \$ \_\_\_\_\_ is due on or before \_\_\_\_\_ (date, i.e. 15th of each month). Please send the payment to:

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

Your medical benefit coverage will end on \_\_\_\_\_ (date). If your leave exceeds twelve (12) weeks, you will be eligible for COBRA and COBRA information will be sent to you at that time.

When you return from a CFRA leave you will be reinstated to your previous position or to an equivalent position with equivalent benefits, pay, and terms and conditions of employment. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if while on CFRA leave you would have been laid off had you not gone on leave, or if your job has been eliminated during the leave and there are no equivalent or comparable jobs available, then you would not be entitled to reinstatement. In addition, your use of CFRA leave will not result in the loss of any employment benefit that you earned or were entitled to before using CFRA leave.

If you have any questions, contact \_\_\_\_\_, via phone at \_\_\_\_\_ or \_\_\_\_\_ (email). You can also view the poster located in \_\_\_\_\_ (break room, office, etc.).