



Employee Name: _____

Notice of Eligibility & Rights and Responsibilities

**DO NOT SEND TO THE DEPARTMENT OF LABOR.
PROVIDE TO EMPLOYEE.**

In general, to be eligible to take leave under the Connecticut Family and Medical Leave Act (CTFMLA), an employee must have worked for an employer for at least 3 continuous months preceding the leave and work at a covered employer with at least 1 employee. While use of this form is optional, a fully completed DOL-FMR Form provides employees with the information required by CTFMLA law, which **must be provided within five business days** of the employee notifying the employer of the need for CTFMLA leave. Information about CTFMLA may be found at <https://portal.ct.gov/DOLUI/newfmlguidance>.

Date: _____ (mm/dd/yyyy)

From: _____ (Employer) To: _____ (Employee)

On _____ (mm/dd/yyyy), we learned that you need leave beginning on _____ (mm/dd/yyyy) for one of the following reasons: (Select as appropriate)

- The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly placed child
- Your own serious health condition
- You are needed to care for your family member due to a serious health condition. Your family member is your:
 - Spouse
 - Parent or Spouse’s Parent
 - Child (of any age)
 - Grandparent or Spouse’s Grandparent
 - Grandchild
 - Sibling or Spouse’s Sibling
 - Person related by blood or affinity whose close association with you is equivalent to one of the above-listed relationships
- To serve as an organ or bone marrow donor
- A qualifying exigency arising out of the fact that your family member is on covered active duty or has been notified of an impending call or order to covered active-duty status in the armed forces. Your family member on covered active duty is your:
 - Spouse
 - Parent
 - Child of any age
- You are needed to care for your family member who is a covered servicemember with a serious injury or illness. You are the servicemember’s:
 - Spouse
 - Parent
 - Child of any age
 - Next of kin

The terms child and parent include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take CTFMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take CTFMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

SECTION I – NOTICE OF ELIGIBILITY

This Notice is to inform you that you are:

- Eligible** for CTFMLA leave. (See Section II for any Additional Information Needed and Section III for information on your Rights and Responsibilities.)
- Not eligible** for CTFMLA leave because: (Only one reason need be checked)
 - You have not met the CTFMLA’s 3-month length of service requirement. As of the first date of requested leave, you will have worked approximately: _____ (months/days) towards this requirement.

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If you have any questions, please contact: _____ (Name of employer representative)
at _____ (Contact information).

SECTION II – ADDITIONAL INFORMATION NEEDED

As explained in Section I, you meet the eligibility requirements for taking CTFMLA leave. Please review the information below to determine if additional information is needed in order for us to determine whether your absence qualifies as CTFMLA leave. Once we obtain any additional information specified below we will inform you, **within 5 business days**, whether your leave will be designated as CTFMLA leave and count towards the CTFMLA leave you have available. **If complete and sufficient information is not provided in a timely manner, your leave may be denied.** (Select as appropriate)

- No additional information requested. If no additional information is requested, go to Section III.
- We request that the leave be supported by a certification, as identified below.
- | | |
|--|--|
| <input type="checkbox"/> Health Care Provider for the Employee | <input type="checkbox"/> Health Care Provider for the Employee’s Family Member |
| <input type="checkbox"/> Qualifying Exigency | <input type="checkbox"/> Serious Illness or Injury (<i>Military Caregiver Leave</i>) |

Selected medical certification form is attached / not attached.

If requested, medical certification must be returned by _____ (mm/dd/yyyy) (Must allow at least 15 calendar days from the date the employee received the request to provide certification, unless it is not feasible despite the employee’s diligent, good faith efforts. If the employee needs additional time, he/she must contact the employer.)

We request that you provide a statement to establish the relationship between you and your family member, including *in loco parentis* relationships (as explained on page 1). The information requested must be returned to us by _____ (mm/dd/yyyy). You may provide a simple written statement of the relationship.

The Statement of Family Relationship form is attached / not attached.

Other information needed (e.g. documentation for military family leave): _____.
The information requested must be returned to us by _____ (mm/dd/yyyy).

If you have any questions, please contact: _____ (Name of employer representative)
at _____ (Contact information).

SECTION III – NOTICE OF RIGHTS AND RESPONSIBILITIES

Part A: CTFMLA Leave Entitlement

You have a right under the CTFMLA to take unpaid, job-protected CTFMLA leave in a 12-month period for certain family and medical reasons, including up to **12 weeks** of unpaid leave in a 12-month period for the birth of a child or placement of a child for adoption or foster care, for leave related to your own or a family member’s serious health condition, or for certain qualifying exigencies related to the deployment of a military member to covered active duty. You also have a right to take an **additional 2 weeks** of unpaid, job-protected leave if you are incapacitated due to a serious health condition during pregnancy. You also have a right under the CTFMLA to take up to **26 weeks** of unpaid, job-protected CTFMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (*Military Caregiver Leave*).

The 12-month period for CTFMLA leave is calculated as: (Select as appropriate)

- The calendar year (January 1 - December 31)
- A fixed leave year based on _____
(e.g., a fiscal year beginning on July 1 and ending on June 30)
- The 12-month period measured forward from the date of your first CTFMLA leave usage.

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A “rolling” 12-month period measured backward from the date of any CTFMLA leave usage. (Each time an employee takes CTFMLA leave, the remaining leave is the balance of the 12 weeks not used during the 12 months immediately before the CTFMLA leave is to start.)

If applicable, the single 12-month period for *Military Caregiver Leave* started on _____ (mm/dd/yyyy).

Part B: Substitution of Paid Leave – When Paid Leave is Used at the Same Time as CTFMLA Leave

You have a right under the CTFMLA to request that your accrued paid leave be substituted for your CTFMLA leave. This means that you can request that your accrued paid leave run concurrently with some or all of your unpaid CTFMLA leave, provided you meet any applicable requirements of our leave policy. Concurrent leave use means the absence will count against both the designated paid leave and unpaid CTFMLA leave at the same time. If you do not meet the requirements for taking paid leave, you remain entitled to take available unpaid CTFMLA leave in the applicable 12-month period. Even if you do not request it, the CTFMLA allows us to require you to use your available sick, vacation, or other paid leave during your absence. However, you may choose to retain up to two (2) weeks of accrued paid leave.

(Check all that apply)

Some or all of your CTFMLA leave will not be paid. Any unpaid CTFMLA leave taken will be designated as CTFMLA leave and counted against the amount of CTFMLA leave you have available to use in the applicable 12-month period.

You have requested to use some or all of your available paid leave (e.g., sick, vacation, PTO) during your CTFMLA leave. Any paid leave taken for this reason will also be designated as CTFMLA leave and counted against the amount of CTFMLA leave you have available to use in the applicable 12-month period.

We are requiring you to use some or all of your available paid leave, subject to your right to retain up to 2 weeks of accrued paid leave (e.g., sick, vacation, PTO) during your CTFMLA leave. Any paid leave taken for this reason will also be designated as CTFMLA leave and counted against the amount of CTFMLA leave you have available to use in the applicable 12-month period.

Other: (e.g., short- or long-term disability, workers' compensation, CT Paid Leave.) _____

Any time taken for this reason will also be designated as CTFMLA leave and counted against the amount of CTFMLA leave you have available to use in the applicable 12-month period.

The applicable conditions for use of paid leave include: _____.

For more information about conditions applicable to sick/vacation/other paid leave usage, please refer to _____ available at: _____.

Part C: Maintain Health Benefits

Employers are not required by CTFMLA to maintain an employee's health benefits while on leave. However, employers should notify employees regarding health benefits below:

Your health benefits (will / will not) be maintained during the period of CTFMLA leave under the same conditions as if you continued to work. During any paid portion of CTFMLA leave, your share of any premiums will be paid by the method normally used during any paid leave. During any unpaid portion of CTFMLA leave, you must continue to make any normal contributions to the cost of the health insurance premiums. To make arrangements to continue to make your share of the premium payments on your health insurance while you are on any unpaid CTFMLA leave, contact _____ at _____.

You have a minimum grace period of [30-days or _____ (indicate longer period, if applicable)] 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 leave, and recover these payments from you upon your return to work.

You may be required to reimburse us for our share of health insurance premiums paid on your behalf during your CTFMLA leave if you do not return to work following unpaid CTFMLA leave for a reason other than: the continuation, recurrence,

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or onset of your or your family member's serious health condition which would entitle you to CTFMLA leave; or the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to CTFMLA leave; or other circumstances beyond your control.

Regardless of whether your health benefits are maintained during the period of CTFMLA leave, upon your return to work, your health benefits must be resumed in the same manner and at the same levels as provided when your CTFMLA leave began.

Part D: Other Employee Benefits

Upon your return from CTFMLA leave, your other employee benefits, such as pensions or life insurance, must be resumed in the same manner and at the same levels as provided when your CTFMLA leave began. To make arrangements to continue your employee benefits while you are on CTFMLA leave, contact _____ at _____.

Part E: Return-to-Work Requirements

You must be reinstated to your original job if it is still available or, if it is not available, an equivalent job, with the same pay, benefits, and terms and conditions of employment on your return from CTFMLA-protected leave. An employee is entitled to such reinstatement to the original position even if the employee has been replaced or his or her position has been restructured to accommodate the employee's absence. An equivalent position is one that is virtually identical to your former position in terms of pay, benefits, and working conditions. If you are medically unable to perform your original job upon the expiration of such leave, you have the right to be transferred to work suitable to your condition if such work is available. At the end of your CTFMLA leave, all benefits must also be resumed in the same manner and at the same level provided when the leave began. You do not have return-to-work rights under the CTFMLA if you need leave beyond the amount of CTFMLA leave you have available to use.

Part F: Other Requirements While on CTFMLA Leave

While on leave you (will be / will not 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 CTFMLA leave situation).

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

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR.
PROVIDE TO EMPLOYEE.
