**EXPANDED FAMILY AND MEDICAL LEAVE POLICY**

This policy is a supplement to [employer]’s FMLA Policy, and is intended to comply with the Emergency Family and Medical Leave Expansion Act (EFMLEA) contained within the Families First Coronavirus Response Act (FFCRA). This policy is also intended to comply with applicable regulations to the EFMLEA set forth at 29 CFR §826.10 *et seq*.

**Effective Period**

This Expanded Family and Medical Leave Policy is effective from April 1, 2020 through December 31, 2020.

**Explanation of EFML Benefits**

The Families First Coronavirus Response Act requires certain employers, including, but not limited to local public entities, to provide their qualified employees with up to 12 weeks of Expanded Family and Medical Leave (EFML).

**Eligible Employees**

To qualify for EFML, an employee must have been employed for 30 or more calendar days.

An employee is considered to have been employed for at least 30 calendar days if the employee was on the payroll for the 30 calendar days immediately prior to the first day of EFML.

If a temporary employee is subsequently hired on a full-time basis, [employer] will count any days the employee previously worked as a temporary employee toward this 30-day eligibility period.

An employee who was laid off on or after March 1, 2020, had worked for [employer] for not less than 30 of the last 60 calendar days prior to the layoff, and was rehired by [employer] is also eligible.

**Healthcare Provider and Emergency Responder Exclusion**

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

**Qualifying Reason for EFML**

An eligible employee is entitled to take EFML if the employee **is unable to work or telework** because the employee is 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** no other suitable person is available to care for the son or daughter.

**Definitions**

An employee is “unable to work” if the employer has work available for the employee to do, but one of the COVID-19 qualifying reasons prevents the employee from being able to perform that work, either at the normal worksite or by means of telework.

A “son or daughter” is an employee’s own child, including an employee’s biological, adopted, or foster child, stepchild, a legal ward, or a child for whom the employee is standing *in loco parentis*, who is under 18 years of age. A “son or daughter” is also an adult son or daughter (i.e., one who is 18 years of age or older), who (1) has a mental or physical disability, and (2) is incapable of self-care because of that disability.

“School” is defined as an elementary or secondary school up to grade 12.

The term “child care provider” means a provider who receives compensation for providing child care services on a regular basis. The term includes a center-based child care provider, a group home child care provider, a family child care provider, or other provider of child care services for compensation that is licensed, regulated, or registered under state law. The eligible child care provider need not be compensated or licensed if he or she is a family member or friend, such as a neighbor, who regularly cares for the employee’s child.

**Telework**

To the extent that an employee is able to telework while caring for a child, the employee is not eligible for EFML.

**Weeks 1 and 2 -- Unpaid**

The first two weeks of EFML are unpaid. An employee may elect to substitute Emergency Paid Sick Leave (EPSL) or other existing paid leave for the first two weeks of unpaid EFML. If the employee elects to substitute EPSL for the first two weeks of unpaid EFML, the employee will be paid at 2/3 of his or her regular rate of pay, but no more than $200 per day/$2,000 in the aggregate. An employee may, however, elect to supplement the EPSL with existing paid leave, so that the employee receives 100% or his or her regular rate of pay.

**Weeks 3 through 12 –Required Use of Concurrent Paid Leave**

Beginning on week 3 of EFML, an employee is required to use existing personal days and vacation days concurrently with EFML and will be paid at 100% of his or her regular rate. If the employee does not have any existing personal or vacation days, or runs out of personal or vacation days during weeks 3 through 12, the employee will be paid at 2/3 of his or her regular rate, but no more than $200 per day/$10,000 in the aggregate.

**Requesting EFML**

The employee must provide [employer] with notice of his or her need for EFML as soon as practicable after the first workday (or portion thereof) for which the employee takes EFML. If the employee fails to provide proper notice, [employer] will give the employee notice of the failure and an opportunity to provide required documentation prior to denying the request for leave.

An employee must provide [employer] with sufficient information to establish that that the employee is unable to work or telework becausethe employee is 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 the employee’s son or daughter. The employee may provide this information using the Expanded Family and Medical Leave Notice and Request for Leave form which may be obtained from [insert contact person].

**12 Weeks of Leave in 12-Month Period**

An eligible employee is entitled to up to 12 weeks of EFML. Any EFML or FML taken in the relevant 12 month period will be deducted from the employee’s available EFML/FML balance. [Employer] uses the [rolling backward-looking] [calendar year] [rolling forward-looking][fixed year from XXXXX to XXXXX] as its 12-month period.

**Intermittent EFML**

If an employee is prevented from working or teleworking a normal schedule of hours because the employee needs to care for the employee’s child whose school or place of care is closed or unavailable because of COVID-19, the employer and employee may agree to intermittent EFML. [Employer] reserves its right to determine whether intermittent leave is appropriate based on all relevant circumstances.

**Health Insurance**

[Employer] will continue the employee’s health coverage during EFML, but the employee remains responsible for paying his or her portion of the group health plan premiums through normal payroll deductions during any portion of EFML that is paid. If the employee will not be substituting paid leave for the first 2 week of unpaid EFML, the employee must contact [insert contact person] to arrange for payment of the employee’s portion of the premium.

**No Compensation for Unused EFML**

[Employer] will not provide financial compensation or other reimbursement for unused EFML upon the employee’s termination, resignation, retirement, or any other separation from employment.

**Job Restoration Following Leave**

With certain exceptions, employees who take EFML must be reinstated to their position with equivalent benefits, pay, and other terms and conditions of employment. An employer may deny restoration to key eligible employees as defined under the FMLA, if such denial is necessary to prevent substantial and grievous economic injury to the operations of the employer.

**Pre-Existing Benefits**

Nothing in this policy should be construed to diminish an employee’s existing rights under the law, a CBA, or an existing employer policy. EFML is in addition to other leave provided under Federal, State, or local law, an applicable collective bargaining agreement, or the employer’s existing policy.

**Prohibited Acts**

Employers are prohibited from interfering with an employee’s exercise of rights under the EFMLEA, discriminating against such person, or interfering with proceedings or inquiries as described in the FMLA.

**Posted Notice**

[Employer] has posted a notice explaining EFML benefits [on its website] [in all breakrooms] [and has emailed a copy to all employees].