

# Employee Handbook Addendum

## Introduction

This Addendum only amends those provisions that are specifically addressed below and only until December 31, 2020. In the event of any conflict between the Employee Handbook and the provisions below, this Addendum shall control. Otherwise, the Employee Handbook is not modified by this Addendum.

This Addendum is to be read in connection with **[Company's Legal Name]** (the "Company") Employee Handbook. Together, the Employee Handbook and this Addendum will provide you with important information about your employment with the Company and serve as a guide to the Company's current policies, practices, and procedures. If you have questions as you review the Employee Handbook or this Addendum, please do not hesitate to discuss your questions with the **[Human Resources Manager]**.

## Emergency Paid Sick Leave

Beginning on April 1, 2020, the Company will provide Emergency Paid Sick Leave to all qualifying employees until December 31, 2020. Full-time qualifying employees will receive eighty (80) hours of Emergency Paid Sick Leave. Part-time and temporary qualifying employees who have worked at least six (6) months for the Company will receive the number of hours they are normally scheduled to work in a two (2) week period, based on the average number of hours they were scheduled per day in the preceding six (6) months. Part-time and temporary qualifying employees who have not been employed for six (6) months will receive leave under this policy based on their reasonable expectation, at the time of hiring, of the average hours per day they would normally be scheduled to work in a two (2) week period. Employees may begin to use Emergency Paid Sick Leave immediately. This benefit does not accrue. Unused Emergency Paid Sick Leave will not be carried over from year to year.

Leave under this policy may only be used if the employee is unable to work or telework because the employee is:

- (1) subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- (2) advised by a health care provider to self-quarantine due to concerns related to COVID-19;
- (3) experiencing COVID-19 symptoms and seeking a medical diagnosis;
- (4) caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or who has been advised by a health-care provider to self-quarantine due to concerns related to COVID-19;
- (5) caring for the employee's child if the child's school or place of care has been closed or the child care provider of such child is unavailable due to COVID-19 symptoms; or

(6) experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

For the purposes of this policy, “child” includes a biological, foster, or adopted child, a stepchild, a child of a domestic partner, a legal ward, and a child of a person standing in *loco parentis* who is either under 18 years old or is incapable of self-care because of mental or physical disability.

Employees requesting time off under this policy for reasons (1), (2), or (3) listed above will be paid at the employee’s regular rate of pay, up to \$511 per day and \$5,110 total per employee. Employees requesting time off under this policy for reasons (4), (5), or (6) listed above will be paid two-thirds of their regular rate of pay, up to \$200 per day and \$2,000 total per employee. Consult the **[Human Resources Manager]** for detailed information on how the dollar amount of your emergency sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee.

Employees requesting time off under this policy should provide notice as soon as practicable. Unused time under this policy will not be paid out at the time of separation from employment.

The Company will not take any adverse action against employees who utilize Emergency Paid Sick Leave. However, employees who misuse or abuse this policy (e.g., misrepresent the reason for use of Emergency Paid Sick Leave or use Emergency Paid Sick Leave for vacation) may be subject to disciplinary action, up to and including termination.

Leave under this policy is in addition to the Company’s other paid leave policies (e.g. paid sick leave, vacation, and PTO). Employees are not required to use such paid leave before requesting leave under this policy. Leave under this policy may also run concurrently with leave taken under local, state, or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act. For more information regarding this policy, contact **the [Human Resources Manager]**.

## **Emergency Family and Medical Leave Expansion Act**

From April 1, 2020 until December 31, 2020, the Emergency Family and Medical Leave Expansion Act (“Emergency FMLA”) policy temporarily extends the Company’s **[Family and Medical Leave Act (“FMLA”) OR Family and Medical Leave Act/California Family Rights Act (“FMLA/CFRA”)]** policy. This Emergency FMLA policy may run concurrently with such policy and other leave taken under local, state, or federal law.

This policy provides eligible employees the opportunity to take job-protected leave when they are unable to work or telework due to a need for leave to care for their child under 18 years old if such child’s school or place of care has been closed, or such child’s care provider is unavailable, due to a public health emergency. The maximum amount of Emergency FMLA leave

any eligible employee may use is twelve (12) weeks. FMLA leave previously taken for other reasons might limit the amount of Emergency FMLA leave available to you.

### **Employee Eligibility**

To be eligible for Emergency FMLA leave, you must:

- Have worked at least thirty (30) days for the Company; and
- Currently work for an employer with fewer than 500 employees.

### **Definitions**

A “Public Health Emergency” is an emergency with respect to COVID-19 declared by a Federal, State, or local authority. A “care provider” is a provider who receives compensation for providing child care on a regular basis, and a “school” is an elementary or secondary school.

### **Using Leave**

Eligible employees may take Emergency FMLA leave in a single block of time, or, with the Company’ permission, intermittently (in separate blocks of time), or by reducing their normal work schedule (including the elimination of required overtime) for qualifying reasons. Intermittent leave, when permitted, must be taken in increments of at least one hour.

### **Pay During Leave**

The first ten (10) days of Emergency FMLA leave is unpaid, during which time the employee may elect to use any accrued but unused vacation, personal leave, or medical/sick leave, including but not limited to Emergency Paid Sick Leave (described above). After the initial ten (10) days of Emergency FMLA, the Company will provide paid Emergency FMLA leave. Employees will be paid two-thirds of their regular rate of pay for the number of hours they would normally be scheduled to work, up to \$200 per day and \$10,000 total per eligible employee. The number of hours an employee would normally be scheduled to work is based on the average number of hours the employee was scheduled per day over the six (6) months preceding the start of the leave, including any hours for which the employee took leave of any type. If an employee has not been employed by the Company for six (6) months, the number of hours the employee would normally be scheduled to work is based off the employee’s reasonable expectation, at the time of hiring, of the average number of hours per day that the employee would normally be scheduled to work.

## **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the Company will maintain coverage during your Emergency FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of Emergency FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage and benefits.

## **Notice and Medical Certification**

When seeking Emergency FMLA leave, you must provide

- Notice as soon as practicable if the need for the Emergency FMLA leave is foreseeable;
- Certification supporting the need for leave within fifteen (15) calendar days of the Company's request to provide the certification (additional time may be permitted in some circumstances); and
- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

## **Employer Responsibilities**

To the extent required by law, the Company will inform you whether you are eligible for leave under Emergency FMLA. Should you be eligible for Emergency FMLA leave, the Company will provide you with a notice that specifies any additional information required as well as your rights and responsibilities. The Company will also inform you if leave will be designated as Emergency FMLA-protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for Emergency FMLA leave, the Company will provide a reason for the ineligibility.

## **Job Restoration**

Upon returning from Emergency FMLA leave, you will be restored to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

## **Failure to Return after Emergency FMLA**

If you fail to return to work as scheduled after Emergency FMLA leave or you exceed the twelve (12) week Emergency FMLA entitlement, you will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your Emergency FMLA leave, the Company's obligation to maintain

your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after Emergency FMLA leave, you must notify **the [Human Resources Manager]**.

### **Other Employment**

The Company prohibits employees from holding other employment, including self-employment, while on leave of absence. This policy remains in force during all leaves of absence including Emergency FMLA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

### **Fraud**

Providing false or misleading information or omitting material information in connection with an Emergency FMLA leave will result in disciplinary action, up to and including immediate termination.

## **Employee Handbook Addendum Acknowledgment and Agreement**

By signing below, I acknowledge that I have received a copy of the [Company's Legal Name] ("Company")'s Employee Handbook Addendum and I will familiarize myself with its contents.

I acknowledge that nothing in the Employee Handbook Addendum creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at the Company are at-will, shall be for no specific duration, and may be changed or terminated at the will of the Company. Both I and the Company have the right to terminate my employment at any time, with or without cause or prior notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself and the Company concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the Company and/or the circumstances under which my employment may be terminated. My employment-at-will status may only be changed in a written document signed by the [President] of the Company.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.**

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.**

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]