

Emergency Paid Sick Leave Act

Purpose

The Emergency Paid Sick Leave Act (EPSLA), herein incorporated by reference, was established for the purpose of providing employees emergency sick leave pertaining to the Coronavirus (COVID-19). All current employees of Bay Laurel Center CDD (hereinafter “the District”) are eligible for up to a maximum of 80 hours of EPSLA without regard to length of service.

Effective Dates / Range

This policy effective range is in effect from April 1, 2020 through December 31, 2020.

Usage and Pay During Leave

Employees who fall under the following qualifying events are entitled to full, regular pay, for the leave period discussed above, subject to a cap of \$511 per day (to a maximum of \$5,110) per employee:

1. The employee is subject to a federal, state or local order to quarantine or isolate, related to COVID-19;
2. The employee has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19;
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;

Employees who fall under the following qualifying events are entitled to two-thirds (2/3) regular pay, subject to a cap of \$200 per day (to a maximum of \$2,000) per employee:

4. The employee is caring for an individual who is subject to either (1) or (2):
5. The employee is caring for a child (under age 18) of the employee, whose school or daycare is closed, or whose childcare provider is unavailable due to the COVID-19 precautions; or
6. The employee is 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.

The EPSLA is in addition to any current PTO an employee may have already accrued. Unless the employee otherwise requests, the EPSLA will be used first to cover any qualified leave. If the employee has accrued PTO, the employee may choose to use existing PTO to supplement their pay up to the amount of their regular daily earnings. Employees will not be permitted to accrue a negative PTO balance.

If an employee does not fall under any of the six (6) qualifying events described above for a leave of absence the employees accrued PTO will be utilized.

Unused EPSLA leave will not be paid out to employees upon separation from employment and will not be eligible as a payout.

Employee Notice

- After the first day of paid EPSLA sick leave, the District will require the employee to follow regular procedures in providing notice for an absence.
- If the employee is unable to call, a member of the employee's family may make the call instead. In the event that the immediate supervisor cannot be reached, contacting the Human Resources will fulfill the obligation to report.
- Documentation will be required and may include:
 - (1) Recommendation from a public health official or health care provider that the employee has symptoms or should be quarantined,
 - (2) Documentation or evidence of exposure, or
 - (3) Notice of school or childcare provider closure;
- Prior to returning to work, employees must provide sufficient documentation from a healthcare provider indicating they are not sick or possibly sick with COVID-19, and that any person in their care or in their household is not sick either. The District reserves the right to request any additional information, as may be necessary and the extent permitted by law, demonstrating that they do not present a risk of spreading the virus to others.
- Employees must complete an Employee Action Form and submit it to their Supervisor/Manager/HR upon returning to work.
- Hours paid as EPSLA are not included in the calculation of overtime pay.
- In the event a District Holiday falls during an EPSLA leave of absence, the employee will receive the District Holiday pay for that holiday. The EPSLA will resume the following day.

Intermittent Leave

If the employee is taking paid EPSLA leave for qualifying events 1-4, they may not take leave intermittently, and leave must always be taken in full day increments. Once they begin taking paid sick leave for one or more of these qualifying events, they must continue to take paid sick leave each day until they either use the full amount of paid sick leave or they no longer have a qualifying event for taking paid sick leave.

This limit is imposed because if the employee is sick or possibly sick with COVID-19, or caring for an individual who is sick or possibly sick with COVID-19, the intent is to provide such paid sick leave as necessary to keep the employee from spreading the virus to others.

If the employee no longer has a qualifying event for taking paid EPSLA leave before they exhaust their sick leave, the employee may take any remaining paid sick leave at a later time, until December 31, 2020, if another qualifying event occurs.

If the employee is taking paid sick leave for qualifying event number 5, the District may, at its discretion, permit the employee to take intermittent use of paid EPSLA leave.

For example, the employee may take paid sick leave on Mondays, Wednesdays, and Fridays to care for their child, but work at their normal worksite on Tuesdays and Thursdays.

In no event can paid EPSLA leave be taken in less than full-day increments.

While the District will attempt to be collaborative and flexible in this respect, it reserves the right to decline, modify, or withdraw this arrangement at its sole discretion.

Continued Health Insurance Coverage

During leave under this policy, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they have continued to work including payment of all weekly elected premiums.

Retaliation Prohibited

The District will not take adverse action against an employee for exercising their rights under the EPLSA or any other applicable law.