Emergency Leave Addendum

Emergency Family and Medical Leave Expansion Act Policy (EFMLEA Policy)

[Company name] provides eligible employees with up to 12 weeks of emergency family and medical leave for a qualifying need related to a public health emergency.

Eligibility

Emergency family and medical leave is available to all employees that have been employed by the Company for at least 30 calendar days.

Conditions Triggering Leave

Leave under this policy is limited to circumstances where you are unable to work (including telework) due to your need to care for your minor child because the child’s school or place of childcare has been closed or is unavailable due to a public health emergency.

Requesting Leave

If you need to take emergency family and medical leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

Identifying the 12-Month Period

Employees are permitted up to 12 weeks of total leave during any 12-month period, including leave under EFMLEA and traditional FMLA. The Company measures the 12-month period backward from the first day FMLA leave is taken.

Using EFMLEA Leave

Eligible Employees may take EFMLEA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when necessary to care for a minor child because the child’s school or place of childcare has been closed or is unavailable due to a public health emergency. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company’s operations.

Compensation

The first 10 days (two weeks) of leave are unpaid, but you may substitute accrued paid leave, including emergency paid sick leave.

The remaining 10 weeks are paid at 2/3 of your regular rate for the number of hours you would otherwise be scheduled to work (with a maximum payment of $200 per day and $10,000 total).

Restoration

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

Important: Generally, eligible employees who take family and medical leave are entitled to be restored to the position they held when the leave commenced or to obtain an equivalent position with their employer. However, the law provides an exception for employers with fewer than 25 employees. In such circumstances, if an employee takes family and medical leave, the employer does not need to return the employee to their position if:

* The position does not exist due to changes in the employer’s economic or operating condition that affect employment and were caused by the coronavirus emergency;
* The employer makes “reasonable efforts” to restore the employee to an equivalent position; and
* If these efforts fail, the employer makes an additional reasonable effort to contact the employee if an equivalent position becomes available. The “contact period” is the one-year window beginning on the earlier of:
  + The date on which the employee no longer needs to take leave to care for the child; or
  + 12 weeks after the employee’s paid leave commences.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Failure to Return After EFMLEA Leave

Any Employee who fails to return to work as scheduled after EFMLEA leave or exceeds the 12-week FMLA/EFMLEA entitlement, may 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 or legally mandated leave available to you that applies to your continued absence. Likewise, following the conclusion of your EFMLEA leave, the Company’s obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Other Employment

The Company generally prohibits Employees from holding outside employment that violates the Employment Outside Work policy in this Handbook. This policy remains in force during all leaves of absence including EFMLEA leave and a violation may result in disciplinary action up to and including termination.

Limited Nature of this Policy

This policy should not be construed to confer any express or implied contractual relationship or rights to any Employee not expressly provided for by EFMLEA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

For further information concerning EFMLEA leave, including whether you and the Company are covered by the EFMLEA and whether you are eligible for such leave, please contact the Company’s human resources contact or Engage’s Human Resources Department at (888) 780-8807.

Expiration

This policy expires on December 31, 2020.

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

Emergency Paid Sick Leave (EPSL)

[Company name] provides eligible employees with emergency paid sick leave under certain conditions.

Eligibility

All employees are eligible for emergency paid sick leave.

Reason for Leave

You may take emergency paid sick leave if you are unable to work (or telework) because:

1. You are subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. You have been advised by a health care provider to self-quarantine because of COVID-19;
3. You are experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
4. You are caring for an individual or are advised to quarantine or isolate;
5. You are caring for a child whose school or place of care is closed, or whose childcare provider is unavailable, due to COVID-19 precautions; or
6. You are experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Duration/Compensation

Employees are entitled to:

* Full-time employees: 80 hours of pay at their regular pay rate. However, when caring for a family member (for reasons 4, 5, and 6 above), sick leave is paid at two-thirds the employee’s regular rate.
* Part-time employees: Pay for the number of hours the employee works, on average, over a two-week period.

Paid leave under this policy is limited to $511 per day ($5,110 in total) where leave is taken for reasons 1, 2, and 3 described above (generally, an employee’s own illness or quarantine); and $200 per day ($2,000 in total) where leave is taken for reasons 4, 5, or 6 (care for others or school closures).

Leave Rules

You may elect to use emergency paid sick leave before using any accrued paid leave.

No leave provided by the Company before April 1, 2020 may be credited against your leave entitlement. In addition, emergency paid sick leave cannot be carried over after December 31, 2020.

Requesting Leave

If you need to take emergency paid sick leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Expiration

This policy expires on December 31, 2020.

Acknowledgment of Receipt and Understanding of Employee Handbook Emergency Leave Addendum

I have received my copy of the Company’s Employee Emergency Leave Handbook. My signature certifies that I acknowledge and agree that it is my responsibility to read, understand, and obey the policies and procedures contained in this Addendum, and that I understand and agree that my employment at the Company is at-will and is not guaranteed for any specific length of time. I further understand that the policies, procedures and benefits contained in this Addendum may be added to, deleted, or changed by the Company at any time as provided for under the terms of the Handbook.

I also understand and agree that if I have any questions regarding the content or interpretation of the Handbook, I will bring them to the attention of my immediate supervisor or a member of the Company’s management team.

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

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_