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|---|-----------|---|------------------------|--------------------|---------|
|  |           | <b>POLK COUNTY GOVERNMENT</b>                                 |                        |                    |         |
|   |           | <b>Human Resources Department</b>                             |                        |                    |         |
| <b>Title/Subject:</b>   |           | Families First Coronavirus Response Act Employee Leave Policy |                        |                    |         |
| <b>Applies to:</b>  |           | All Polk County Employees                                     | <b>Effective Date:</b> | 4/1/20             |         |
|   |           |   | <b>End Date:</b>       | 3/31/21            |         |
| X   | Policy    | <b>Approved by:</b> Polk County Board of Supervisors          |                        | <b>Policy #</b>    | 100.002 |
|   | Procedure |   |                        | <b>Procedure #</b> |         |
|   | Other     | <b>Instruction:</b>   | None                   |                    |         |
|   |           | <b>Number of Pages:</b>                                       | 3                      |                    |         |

### I. General Statement of Policy

On March 17, 2020, in response to various employee leave issues raised by the Novel Coronavirus (COVID-19) and to ensure the health and safety of Polk County employees, the Polk County Board of Supervisors adopted Policy No. 100.001, Temporary Employment Practices and Policies in Response to the Novel Coronavirus (COVID-19) Pandemic (the “Temporary Policy”). With respect to employee leave, that policy provided for up to 80 hours of COVID-19 related sick leave to be credited to an employee’s sick leave account, permitted employees to use up to 80 hours of existing sick leave for dependent care in response to school and daycare closures, and provided for employees who were directed home to be placed in a paid administrative leave status at the discretion of the respective department director or elected official.

Subsequent to adoption of the Temporary Policy, the federal government passed the Families First Coronavirus Response Act (“FFCRA”). The FFCRA requires covered employers to adopt and apply leave policies consistent with its provisions.

Accordingly, the purpose of this policy is to replace the Temporary Policy consistent with the requirements of the FFCRA, effective April 1, 2020. To the extent any permanent policy of the County contradicts this policy while in effect, the terms of this policy shall prevail.

### II. Application

This policy applies to all full time and part time Polk County employees who meet the eligibility criteria set forth in the FFCRA and this policy. In accordance with Department of Labor (“DOL”) guidance, this policy shall be effective April 1, 2020, and any leave provided prior to that date for a purpose identified in this policy shall not count toward the leave entitlement under the provisions of the FFCRA.

### III. Paid Sick Leave under the Emergency Paid Sick Leave Act of the FFCRA

A. **Eligibility.** Full and part time (see C, below) employees, excluding those who are health care providers and emergency responders as defined by the FFCRA and any rules adopted in accordance with its provisions, who are unable to work (including telework) because of any of the reasons set forth below shall be eligible for up to eighty (80) hours of paid sick leave:

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 symptoms of COVID-19 and seeking medical diagnosis;
4. Caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. Caring for a child whose school or place of care is closed (or child care provider is unavailable) for

reasons related to COVID-19; or

6. Employee is experiencing other substantially similar conditions as specified by the federal Secretary of Health and Human Services, in consultation with the federal Secretaries of Labor and Treasury.
- B. Compensation. Employees taking paid sick leave for purposes of numbers 1, 2 or 3 above shall be paid at their regular rate of pay up to a maximum of \$511 per day. Employees taking paid sick leave for purposes of numbers 4, 5 or 6 shall be paid 2/3 of their regular rate of pay up to a maximum of two hundred dollars (\$200) per day. Employees with a regular rate of pay in excess of the respective maximums may supplement with any existing accruals. Paid sick leave under this Section is cumulative, meaning an employee is entitled to a total of eight (80) hours for any combination of permitted paid leave reasons set forth in III(A).
  - C. A part-time employee is entitled to a paid sick leave maximum equal to his or her average number of work hours in a two-week period.
  - D. Any paid sick leave provided under this policy shall not carry over beyond the duration of this policy and employees are not entitled to any payout of this leave upon separation from employment.
  - E. Employees shall not be required to find their own replacement for purposes of department/office operational coverage when utilizing paid sick leave pursuant to this Section.
  - F. Employees shall not be required to utilize other forms of accruals prior to utilizing paid sick leave under this Section.
  - G. Employees shall not be subject to adverse employment action, including discrimination and/or termination, for use of paid sick leave under this Section.

#### **IV. Emergency Family and Medical Leave Expansion Act (“EFMLEA”) of the FFCRA**

- A. Eligibility. Full and part time employees, excluding those who are health care providers and emergency responders as defined by the FFCRA and any rules adopted in accordance with its provisions, who have been employed with Polk County for at least thirty (30) days on the date of their request for leave under this Section shall be entitled to leave for the following reason:
  1. A “qualifying need related to a public health emergency,” as defined by the EFMLEA, including inability to work (including telework) due to a need for leave to care for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19.
- B. Compensation. Employees eligible for leave under this Section shall utilize paid sick leave in accordance with Sections III(A)(5) and III(B), of this policy. To the extent an employee lacks the full 80 hours to cover the first 10 days of leave under this Section (which are unpaid under the EFMLEA), an employee may utilize existing accruals or be placed in an unpaid leave status until the first 80 hours (10 days) of leave under this Section are exhausted. Employees shall be paid for any remaining hours for which they are eligible at 2/3 of their regular rate of pay up to a maximum of two hundred dollars (\$200) per day. The amount of cumulative paid leave an employee may receive under this Section shall not exceed \$12,000. Employees may use existing accruals or be placed in an unpaid leave status if they exhaust paid leave entitlements under this Section. Employees with a regular rate of pay in excess of the maximum paid leave amount may supplement with any existing accruals.
- C. Entitlement. Employees eligible for leave under this Section may not exceed twelve (12) weeks of leave. Any other Family Medical Leave Act (FMLA) leave shall also count toward the twelve-week total.

## V. Continuation of Certain Temporary Policies

The following policies that were included in the Temporary Policy will continue under this policy; however, **the Board of Supervisors will periodically evaluate the need for these policies to continue and may be rescinded prior to the expiration of this policy upon notice to departments/offices from the Board of Supervisors.**

- A. Remote Work. Polk County departments and offices must determine what staff are essential and non-essential with respect to the services provided. For purposes of this Section, essential staff are those positions required to be physically present at a work site in order to maintain basic minimum services necessary for continuity of ongoing operations.

Consistent with OSHA recommendations that employers implement policies, such as telecommuting, designed to limit contact between individuals to mitigate spread, departments and offices must permit staff to work remotely to the extent the position duties are able to be performed at the employee's home. Determination as to whether a position is (1) non-essential, and (2) capable of being performed remotely is solely at the discretion of the department/office.

All remote workers shall be required to agree to the terms of the telework agreement attached to this policy.

- B. Paid Administrative Leave. If a Polk County department/office directs an employee not to report to his or her worksite and the employee, due to the nature of his or her work, is unable to perform work remotely, the employee will be placed in a paid administrative leave status for the time period(s) in which he or she is directed to be away from work. While in paid administrative leave status, employees will retain their regularly assigned scheduled work days and hours. During the assigned scheduled hours of work, employees shall be available to their supervisor by telephone and must be able to report to work within one hour of notification. While in paid administrative leave status, an employee's residence essentially becomes their assigned work area. If an employee wants to be absent from their residence for any reason other than a lunch period or medical emergency, the employee must contact their supervisor in advance and obtain the appropriate authorization. This includes any requests for vacation and/or sick leave.

**Effective January 1, 2021,** utilization of paid administrative leave (C-19 Admin) for COVID-related absences shall only be permitted under the following circumstances unless otherwise approved by the Board of Supervisors:

- For employees with medical conditions placing them at an increased for severe illness who have been directed by their respective department or office to remain out of the workplace and who are unable to perform work remotely. The following is a non-exhaustive list of underlying medical conditions the Centers for Disease Control have identified as creating an increased risk for severe illness:
  - Cancer
  - Chronic kidney disease
  - COPD (chronic obstructive pulmonary disease)
  - Heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
  - Immunocompromised state (weakened immune system) from solid organ transplant
  - Pregnancy
  - Sickle cell disease
  - Type 2 diabetes mellitus
- For employees who meet the definitions of health care providers and emergency responders under the FFCRA and are excluded from the paid leave set forth in Section III and IV of this policy. These employees may receive up to eighty (80) hours of paid administrative leave and that leave maximum shall be cumulative of any hours received beginning April 1, 2020 (*e.g.*, if an employee received 40 hours of paid administrative leave between April 1, 2020 and December 31, 2020, they would be eligible for up to 40 hours of paid administrative leave from January 1, 2021 to March 31, 2021).

## VI. Resources

Attached to this policy is a Notice authored by the United States Department of Labor. Employees are encouraged to remain informed by consulting federal, state and local authorities that are providing guidance regarding the COVID-19 pandemic. A list of resources is provided below:

- Department of Labor: <https://www.dol.gov/agencies/whd/pandemic/ffcra-questions>  
<https://www.dol.gov/agencies/whd/pandemic/ffcra-employee-paid-leave>  
<https://www.dol.gov/agencies/whd/pandemic/ffcra-employer-paid-leave>
- OSHA guidance for employers: <https://www.osha.gov/Publications/OSHA3990.pdf>
- CDC COVID-19 guidance: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- Iowa Department of Public Health: <https://idph.iowa.gov/Emerging-Health-Issues/Novel-Coronavirus>
- Polk County Health Department: <https://www.polkcountyiowa.gov/health/programs/disease-prevention/2019-novel-coronavirus-covid-19/>

Contact: Human Resources  
(515) 286-3200

Created: April 1, 2020

Extended: December 30, 2020

# EMPLOYEE RIGHTS

## PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The Families First Coronavirus Response Act (FFCRA or Act) requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

### ► PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- ⅔ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 10 weeks more of paid sick leave and expanded family and medical leave paid at ⅓ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

### ► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

### ► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

- |   |   |
|---|---|
| 1. Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;              | 5. Is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or |
| 2. Has been advised by a health care provider to self-quarantine related to COVID-19;                       | 6. Is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.                           |
| 3. Is experiencing COVID-19 symptoms and is seeking a medical diagnosis;                                    |   |
| 4. Is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); |   |

### ► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



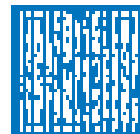
WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

For additional information  
or to file a complaint:

**1-866-487-9243**

TTY: 1-877-889-5627

[dol.gov/agencies/whd](https://dol.gov/agencies/whd)



WH-1422 REV 03/20



## TELEWORK AGREEMENT

This Agreement is effective between \_\_\_\_\_ (hereinafter “the employee”) and Department of \_\_\_\_\_ (hereinafter “the department”). The parties agree as follows:

### Scope and Duration of Agreement

1. This Agreement shall become effective as of \_\_\_\_\_ and shall remain in full force and effect until \_\_\_\_\_, unless modified or rescinded by the department.
2. The term “office workplace” is the official work site of the department, which is the usual and customary location of the department’s offices or an alternate location as set forth in the terms and conditions of this agreement.
3. The employee agrees to perform his/her assigned duties for the department as a “teleworker.” The employee agrees that teleworking is for a temporary period and may be terminated at any time at the discretion of the department.
4. Other than those duties and obligations expressly imposed on the employee under this Agreement, the duties, obligations, responsibilities and conditions of the employee’s employment with the department remain unchanged as a result of entering into this Agreement. The employee’s salary and participation in employee pension, benefits, and County-sponsored insurance plans shall remain unchanged so long as the hours worked remain unchanged.

### Termination of Agreement

5. The employee’s participation as a teleworker is available only to employees deemed eligible at the department’s discretion. There exists no right to telework. The department may terminate the employee’s participation as a teleworker, upon written notice of five (5) working days, unless the department director states in writing that conditions exists requiring less than five (5) days. The department will not be held responsible for costs, damages or losses resulting from terminating this Agreement. This Agreement is not a contract of employment and will not be construed as such.

### Compensation

6. The employee agrees that work hours, overtime compensation, and vacation schedules will conform to existing policies and procedures during the term of this Agreement. The employee will be paid in accordance with state law, Polk County policies/rules and applicable collective bargaining agreements. Unless expressly provided for in this Agreement, the employee will not be entitled to any compensation for the use of the employee’s home as an office, employee’s furniture, equipment or supplies used in the employee’s home, transportation for commuting to and from the official work site, picking up or delivering work-related materials, or for any other employment-related activity or duty, or any home costs for utilities incurred in the performance of the employee’s work-related duties.
7. The employee shall not work overtime for which additional compensation might be due without supervisory approval in advance. If the employee works overtime that has been approved in advance, the employee will be compensated in accordance with applicable laws, rules or collective bargaining agreements. By signing this

Agreement, the employee agrees that failing to obtain proper approval for overtime work may result in removal from telework or appropriate disciplinary action. The employee must obtain supervisory approval before taking leave, in accordance with established procedures. By signing this Agreement, the employee agrees to follow established procedures for requesting and obtaining approval of leave.

8. Teleworkers must report to their official work site on scheduled telework days if requested by the manager. A request by the manager or the employee to report to the official work site shall not be construed as a termination of the telework arrangement. The employee's travel to the official work site is considered commute time, not hours of work, unless the employee is called into the official work site unexpectedly during the scheduled hours of a telework day.

### **Leave**

9. Regulations regarding leave remain unchanged under the Telework Program. Leave must be requested and approved in accordance with existing practices, laws, regulations and county and departmental policy.
10. Managers must clearly articulate the rules for use of leave and the leave approval process. Telework employees are expected to adhere to the same policies and procedures as non-telework employees.
11. Employees at a telework site who experience an emergency (e.g., power outage) must contact their manager. Employees may be directed to report to the official work site or another approved telework site to complete their workday.

### **Equipment and Supplies**

12. The employee is responsible for the safekeeping of all department equipment and supplies located in the off-site work location.
13. The employee agrees that all equipment, software and supplies provided by the department for use at the telework site are to be used only for department business and may be used only by the employee or other persons authorized by proper management authority.
14. The department, at its sole discretion, may choose to purchase equipment and related supplies for use by the employee while teleworking. This decision shall rest entirely with the department. The decision to discontinue use of such equipment shall rest entirely with the department. Equipment purchased by the department for use by the employee shall remain the property of the department.
15. In the event of equipment failure or malfunction, the employee agrees to immediately notify the department and cooperate to effect immediate repair or replacement of such equipment. The employee is responsible for returning inoperable equipment to the department for repair. In the event of delay in repair or replacement, or any other circumstance under which it would be impossible for the employee to telework, the employee understands that the employee may be assigned other work, or this Agreement may be temporarily suspended at the department's discretion.
16. All equipment supplied by the department will be inventoried and accounted for to the department by an inventory list signed by the employee.
17. The employee will not modify or alter any equipment nor relocate it without prior approval by the department. The employee will ensure that all department-owned equipment is used only by department-authorized personnel. Periodic inspections of the telework site may be made at reasonable times to ascertain the condition of department-owned equipment.
18. The employee agrees that all department-owned data, software, equipment, and supplies must be properly protected and secured. Department-owned data, software, equipment and supplies must not be copied in violation

of law or the department's (or Polk County's) licensing agreements with its vendors. The employee will comply with all applicable policies and instructions regarding conflicts of interest and confidentiality. The employee agrees that, on termination of employment or at the direction of the department, the employee will return all property belonging to the department in the employee's possession or control of the department to the office work site.

19. Furniture, lighting, electrical and telephone services and household safety equipment incidental to the use of the department-owned equipment, software and supplies shall be appropriate for their intended use and shall be used and maintained in a safe condition, free from defects and hazards.

### **Workspace and Inspections**

20. The employee agrees to designate a workspace within the employee's telework site and maintain this workspace in a safe condition, free from hazards and other dangers to the employee and department equipment. The telework site must, to the greatest extent possible, be free from distractions and disturbances from children, pets, family members and others during work hours. The telework site is subject to inspection and approval by the department.
21. The employee agrees that the department may make on-site visits to the telework site for the purpose of determining that the site is safe and free from hazard, and to maintain, repair, inspect or retrieve department-owned equipment, software, data and/or supplies.
22. Unless otherwise agreed, a minimum of twenty-four (24) hours advance notice must be given before management may inspect the employee's telework site to ensure that Information systems and sensitive information protection measures are in place at the telework site. Such inspections shall be conducted during the employee's normal working hours. If the employee refuses a telework site inspection, the manager may immediately terminate the employee's telework agreement and the employee must surrender all County-owned equipment and supplies and return to the official work site.
23. In the event legal action is necessary to regain possession of department-owned equipment, software, data and/or supplies, the employee agrees to pay all costs of such action, including attorney's fees, should the department prevail.
24. The department shall set forth phone communication needs and expectations with the employee.
25. The employee agrees that the department will not be responsible for moving the employee's personal furniture or household belongings, nor for making any improvements or modifications to the employee's home in order to create the telework site. The department will install, if necessary and agreed to, work-related equipment at the department expense upon the employee's first entry in the Telework Program. If the employee changes from one telework site to another, the cost of terminating service at the former location and establishing service at the new location will be the responsibility of the employee, unless the department determines that it would be in the department's best interest to pay such costs.

### **Work Performance**

26. The employee is responsible for maintaining availability, appropriate levels of production, and quality of work while teleworking. Inadequate availability, work production and/or work quality may be cause for modification or termination of the employee's participation in teleworking. In such instance, the employee may, without right of appeal, be required to return to work at the official worksite.

### **Liabilities for Injuries**

27. The employee's and the department's liability and respective obligations shall be governed by Iowa law.

### **Responsibilities of Teleworkers**



28. Inform management when unable to perform work due to illness or personal situations for which paid leave is authorized, or in extenuating circumstances, when leave without pay may be appropriate.
29. Accurately report time and attendance. The employees must submit their time and attendance in accordance with existing policy making certain to appropriately code their hours of telework.
30. Contact the official work site to retrieve messages and to request from management approval of a change in telework site.
31. Meet organizational requirements regarding communication and accessibility.
32. Protect all county equipment by securing unattended laptops or other equipment whether it is in the office, home or while in travel status.
33. Protect and store confidential physical and electronic information in a manner ensures its confidentiality and immediately report information system security incidents.
34. Report any work-related accidents.

#### **Miscellaneous Conditions**

35. The employee agrees to participate in all studies, inquiries, reports and analyses related to telework.
36. The employee remains obligated to comply with all department rules, policies, practices, instructions, telework guidelines and this Agreement, and understands that violation of such may result in preclusion from telework and/or disciplinary action, up to and including termination of employment.

#### **Amendments**

37. This Agreement may be modified, amended or terminated at any time by written notification from the department to the employee, as necessary, to ensure that the operating needs of the department are met.

#### **Disclaimer**

38. Nothing contained in this Agreement conveys nor is it intended to convey upon the employee a contract of employment.

## Terms and Conditions of Telework Agreement

**Name of Employee:**

**Name of Department:**

**Statement as to the benefit to the County as a result of the telework arrangement:** Employee teleworking arrangement is in accordance with the Novel Coronavirus (COVID-19) Temporary Employment Policy.

**Duties to be performed by Employee:** Employee's duties shall be consistent with those required at the worksite, with any modification to those duties as separately communicated by management to the employee.

**Telework site:**

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Address

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City, State, Zip

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Business Phone

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Business Fax

**Work days and duty hours at the telework site:**

**Telework conditions specific to this agreement:**

I affirm by my signature below that I have read this entire Agreement and that I understand and agree to its entire content. I also affirm that I have been made aware of the following: the responsibilities for documenting time, attendance, approval of leave requests and provisions governing the approval of overtime and compensatory time; performance requirements and measurement; proper use and safeguard of government property; maintenance of records; and standards of conduct.

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Employee's Signature

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Employee's Printed Name

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Date

---

Supervisor's Signature

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Supervisor's Printed Name

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Date

---

Next Higher Authority's Signature

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Next Higher Authority's Printed Name

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Date