

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES (COUNTY) AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 (SEIU)
REGARDING THE CONTINUATION OF FAMILY FIRST CORONAVIRUS
RESPONSE ACT (FFCRA)
AND COUNTY-PROVIDED DISCRETIONARY LEAVE BENEFITS
AS DEFINED BY THE COUNTY ON APRIL 1, 2020 (AGREEMENT)**

The federal Families First Coronavirus Response Act (FFCRA), effective April 1, 2020, through December 31, 2020, provides employees with up to two workweeks (up to 80 hours) of Emergency Paid Sick Leave (EPSL) for specified qualifying COVID-19-related reasons and all eligible employees with up to 12 workweeks of partially paid Expanded Family and Medical Leave (Expanded FMLA) to care for an employee's child whose school or child care is closed, or child care provider is unavailable, due to COVID-19. The FFCRA is currently scheduled to expire on December 31, 2020.

The FFCRA permitted employees working as health care providers and emergency responders to be excluded from being able to take EPSL and Expanded FMLA. In response, the County of Los Angeles (County) issued County-provided Discretionary Leaves, including an EPSL-equivalent County-provided discretionary leave known as "COVID Paid Leave" and an Expanded FMLA-equivalent County-provided discretionary leave known as "COVID Leave" that could be approved or denied at the discretion of a department head. The County-provided Discretionary Leaves are also currently scheduled to expire on December 31, 2020.

In order to ensure that EPSL, Expanded FMLA, COVID Leave and COVID Paid Leave do not expire on December 31, 2020 for those employees who have not yet exhausted these leaves, the County will continue to provide these leave benefits as previously defined by the County and qualified in "Packet A" and "Packet B" (attached/incorporate herein).

These leave benefits will remain effective on January 1, 2021 and may be used until March 31, 2021, or until the termination of the County's declared local public health emergency, extension of the FFCRA, or enactment of federal or state law providing similar leave, whichever occurs first. Further, all leave provisions pursuant to this Agreement may be terminated at the sole discretion of the Chief Executive Office with 15-days advance notice.

The Parties agree to the following:

1. The FFCRA and the County-provided Discretionary Leaves will currently expire on December 31, 2020.
2. The parties acknowledge this extension is not a grant of new or additional benefits and is limited to a continuation of EPSL, Expanded FMLA, COVID Leave and COVID Paid Leave, which are scheduled to expire on December 31, 2020.
3. The County will continue EPSL, Expanded FMLA, COVID Leave and COVID Paid Leave benefits as defined and qualified in Packets A and B until March 31, 2021.

4. Any eligible newly hired full time County employee, hired on or after January 1, 2021, will be granted the hourly equivalent of up to two workweeks (80 hours) for EPSL or COVID Paid Leave.
5. Any newly hired full time County employee, hired on or after January 1, 2021, after at least 30 calendar days of employment, will be allowed to request up to 12 workweeks Expanded FMLA or COVID Leave (of which the last 10 weeks are partially paid). Employees may use EPSL or COVID Paid Leave for the first 2 weeks that are unpaid under Expanded FMLA or COVID Leave.
6. Any eligible newly hired part time County employee, hired on or after January 1, 2021, shall come to agreement with the Department as to an estimated number of work hours the employee will work over a two-week period. These agreed upon hours will be the EPSL or COVID Leave hours allocated to the employee.
7. Employees may not “cash-out” any unused time or receive any cash value of the leaves discussed herein for any reason, including upon retirement, resignation or termination. Similarly, unused leave balances from the programs listed in this agreement shall not be subject to any leave “buy back” programs contained in any memoranda of understanding or fringe benefits agreements.
8. The parties acknowledge that the programming of payroll systems in LA County may not immediately reflect the FFCRA or County-provided Discretionary Leaves leave balances. For example, upon expiration of the FFCRA, County-provided Discretionary Leaves or this agreement, employees may still see “time” in their payroll records; however, this time will not be available for use and may be subtracted from an employee's regular leave balances, or otherwise recovered, should purposeful or inadvertent usage occur.
9. Employees who have exhausted their EPSL, Expanded FMLA, COVID Leave or COVID Paid Leave will not be eligible for any additional allotment of EPSL, Expanded FMLA, COVID Leave or COVID Paid Leave.
10. Employing County Departments may request documentation to support an employee's request for EPSL, Expanded FMLA, COVID Leave or COVID Paid Leave.
11. Except as otherwise specified in this Agreement, U.S. Department of Labor implementation regulations and guidance pertaining to the FFCRA will be followed as to the extension of EPSL and Expanded FMLA. County-issued implementation guidance pertaining to the County-provided Discretionary Leaves will be followed as to the extension of COVID Leave and COVID Paid Leave.
12. This Agreement will terminate upon the occurrence of one of the following, whichever occurs first: March 31, 2021; declaration by the County's Chief Executive Officer or designee, in accordance with the termination of the County's declared local public health emergency; extension of the FFCRA; or enactment of federal or state law providing similar leave. Further, all leave provisions pursuant to this Agreement may be terminated at the sole discretion of the Chief Executive Office with 15-days advance notice.

Attachment:

Attachment 1 – Packet A, Packet B dated xxxxxxx

This Agreement is executed by the following authorized representatives of each party:

SEIU Authorized Representatives:

Los Angeles County Authorized Representatives:

Name/Title:
Date:

Name/Title:
Date:

Name/Title:
Date:

Name/Title:
Date: