

NEW YORK CITY EARNED SICK TIME

Eligibility. The Company provides paid sick time to employees who work more than eighty (80) hours in New York City in a calendar year. For employees who work in New York City who are eligible for sick time under the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing paid sick time pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of paid sick time for every thirty (30) hours worked, up to a maximum accrual of forty (40) hours each calendar year. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case paid sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Employees may begin using accrued paid sick time after the 120th calendar day of employment. Paid sick time may be used in a minimum increment of four (4) hours, provided this is reasonable under the circumstances. For uses beyond four (4) hours, paid sick time may be used in thirty (30) minutes increments (i.e. 4.5 hours, 5 hours, 5.5 hours etc.). An employee may not use more than forty (40) hours of accrued paid sick time in any calendar year.

Employees may use accrued paid sick time for absences due to:

- 1) The employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care;
- 2) The care of the employee's child, spouse, domestic partner, parent, sibling (including half siblings, step siblings, or siblings related through adoption), grandchild or grandparent or the child or parent of the employee's spouse or domestic partner, who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive medical care; or
- 3) Closure of the employee's place of business by order of a public official due to a public health emergency or such employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.

Unless the employee advises payroll otherwise, the Company will assume absences for covered reasons are requests to use available earned sick time, and therefore employees will be paid consistent with this policy.

Notice and Documentation. Employees must provide seven (7) days advance notice of the need to use accrued paid sick time to the Company if the need is foreseeable. Where the need is not foreseeable, employees should provide notice as early as possible. The Company will require supporting documentation if the employee uses accrued paid sick time for more than three (3) consecutive days. For paid sick time used for reasons (1) or (2) above, documentation signed by a licensed health care provider indicating the need for the amount of paid sick time taken and that paid sick time was used for an authorized purpose under the law will be considered reasonable documentation, and such documentation need not specify the nature of the employee's or the

employee's family member's injury, illness or condition. Failure to provide requested documentation for paid sick time taken under this policy within seven days of returning to work may result in disciplinary action, up to and including termination.

Additionally, the Company may require an employee to provide written confirmation that an employee used paid sick time in accordance with this policy. A copy of the required form will be provided by the Company or otherwise is available here: <http://www1.nyc.gov/assets/dca/downloads/pdf/about/PaidSickLeave-EmployeeVerificationRegardingAuthorizedUseofEarnedSickLeave.pdf>.

An employee's use of sick time will not be conditioned upon searching for or finding a replacement worker.

The Company may take disciplinary action, up to and including termination, against an employee who uses sick time provided under this policy for purposes other than those described above. Indications of abuse of sick time may include, but are not limited to, a pattern of: (1) use of unscheduled sick time on or adjacent to weekends, regularly scheduled days off, holidays, vacation or pay day, (2) taking scheduled sick time on days when other leave has been denied, or (3) taking sick time on days when the employee is scheduled to work a shift or perform duties perceived as undesirable.

Payment. Paid sick time will be paid at the same rate as the employee earns from his or her employment at the time the employee uses such time, but no less than the applicable minimum wage. Sick time will be paid no later than the payday for the next regular payroll period beginning after the sick time was used by the employee. Use of paid sick time is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. An employee may carry over up to forty (40) hours of accrued, unused paid sick time under this policy to the following calendar year. Accrued but unused paid sick time under this policy will not be paid at separation.

Enforcement & Retaliation. Employees have the right to request and use paid sick time and may file a complaint for alleged violations of this policy with the New York City Department of Consumer Affairs. The Company prohibits retaliation or the threat of retaliation against an employee for exercising or attempting to exercise any right provided in this policy, or interference with any investigation, proceeding or hearing related to or arising out of employee's rights pursuant to this policy and applicable law.

Employees with questions concerning this policy should contact Payroll Hotline at 1-877-273-8185.

Employee Name: _____

Date: _____

Employee Signature: _____