



# Paid Time Off Policy

New York City, Nassau, Suffolk and Westchester County

## PAID TIME OFF POLICY

**Purpose:** To provide personal assistants (“Personal Assistants”) who work for Committed Home Care (the “Company”) with paid time off that will meet the requirements of New York State, Westchester County, and New York City Paid Sick Leave Law and the Wage Parity Law (collectively, the “Laws”).

**Coverage:** All Personal Assistants who work in Nassau, Suffolk, Westchester Counties and in New York City will be covered by this policy.

**Effective Date:** September 30, 2020. This policy replaces the previous Paid Time Off policy.

**Accrual Rates:** Accrual of PTO will begin with the first worked shift/hours of work. Personal Assistants will accrue one (1) hour of paid time off (“PTO”) for APPROX. 24.49 hours worked. Unless otherwise prohibited by law, PTO pursuant to this policy will accrue for every hour worked, until the Personal Assistant reaches 56 hours of accrual during a calendar year. Once 56 hours of PTO have been accrued, Personal Assistants will accrue PTO only during the first 40 hours of work each week. Thus, in such a case, no accrual of PTO will be done for work time exceeding 40 hours.

Any PTO accrued by a Personal Assistant who had been employed and working for the Company prior to September 30, 2020 (“Existing Personal Assistant”) may be used through December 31, 2020. Effective September 30, 2020, Existing Personal Assistants will accrue PTO in accordance with this policy. Existing Personal Assistants who have accrued and unused PTO as of 11:59 p.m. on December 31, 2020 will have their PTO hours “carried over” to 2021. Earned and unused PTO by such Personal Assistants will not be paid out upon the year’s end; instead it will carry over and be available to the Personal Assistant for use in the following calendar year.

Personal Assistants who are hired on September 30, 2020 or thereafter (“New Personal Assistant”) will begin to accrue PTO under this policy upon hire. New Personal Assistants may use accrued PTO upon accrual; there will be no waiting period to use PTO.

In accordance with the Laws, the hourly rate of PTO accruals will be stated on Personal Assistants’ paystubs. In addition, for Personal Assistants who work in New York City, the paystub will identify (1) the year to date accrual of PTO; (2) the weekly accrual of PTO; and (3) PTO that has been paid out for the pay period.

**Definitions:**

The following terms will have the defined meaning under this policy:

1. "Year" means the calendar year.
2. "PTO" means paid time off that is granted to the Personal Assistant. The PTO under this policy may be used for any reason permitted by the Westchester County Paid Sick Leave Law, New York City Safe and Sick Leave, Domestic Worker Bill of Rights, and New York State Paid Sick Leave Law.
3. "Family Member" includes an Personal Assistant's child, grandchild, current or former spouse, current or former domestic partner, parent, sibling, or grandparent, a child or parent of an Personal Assistant's spouse or domestic partner, any other individual related by blood to the Personal Assistant, and any other individual whose close association with the Personal Assistant is the equivalent of a family relationship.
4. "Parent" means a biological, foster, step or adoptive parent or a legal guardian of a Personal Assistant or a person who stood in loco parentis when the Personal Assistant was a minor child.
5. "Child" means a biological, adopted, or foster child, a legal ward, or a child of a Personal Assistant standing in loco parentis.

**Permitted Uses of PTO:** Time accrued under this policy may be used for vacation, travel, and leisure time. In addition, PTO accrued under this policy may be used for:

1. The Personal Assistant's own mental or physical illness, injury, or health condition need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or need for preventive medical care ("Sick Time").
2. Care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or needs preventive medical care (also, "Sick Time").
3. Closure of the Personal Assistant's place of business by order of a public official due to a public health emergency or such Personal Assistant'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.
4. An absence due to any of the following reasons when the Personal Assistant or the Personal Assistant's family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking ("Safe Time"):
  - a. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking or human trafficking.
  - b. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the Personal Assistant or Personal

Assistant's family members from future family offense matters, sexual offenses, stalking or human trafficking.

c. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;

d. to file a complaint or domestic incident report with law enforcement.

e. to meet with a district attorney's office.

f. to enroll children in a new school; or

g. to take other actions necessary to maintain, improve, or restore the physical, psychologic, or economic health or safety of the Personal Assistant or the Personal Assistant's family member or to protect those who associate or work with the Personal Assistant.

**Increments of Leave:** PTO accrued and used under this policy may be used in increments of 30 minutes or higher.

Notice of Leave Related to PTO: Personal Assistants must give as much notice as practical under the circumstances for use of PTO. Where PTO will be used as vacation time, Personal Assistants must submit a request in writing at least two weeks in advance of the first day off from work.

Where PTO will be used as Safe Time or Sick Time, Personal Assistants must provide no less than 7 calendar days' notice for foreseeable or pre-scheduled absence. However, where it is not feasible to give advance notice, the Personal Assistant must notify his or her coordinator as soon as practicable in the circumstances that the Personal Assistant will be absent. Failure to give proper notice, where notice is possible, may result in denial of the leave or disciplinary action. Texting a supervisor regarding an absence is not acceptable. The Company reserves the right to request documentation regarding leave related to Safe Time or Sick Time, where permitted by Law

**Confidentiality Related to Safe and Sick PTO:** The Company will not require the disclosure of details relating to an Personal Assistant's or his or her family member's medical condition or require the disclosure of details relating to an Personal Assistant's or his or her family member's status as a victim of family offenses, sexual offenses, stalking, or human trafficking as a condition of providing Sick Time or Safe Time.

Health information about an Personal Assistant or an Personal Assistant's family member, and information concerning an Personal Assistant's or his or her family member's status or perceived status as a victim of family offenses, sexual offenses, stalking or human trafficking obtained solely for the purposes of utilizing leave under this policy will be treated as confidential and will not be disclosed except

by the affected Personal Assistant, with the written permission of the affected Personal Assistant or as required by law.

**Carry-Over and Forfeiture of Earned and Unused PTO:** Accrued and unused PTO will not be paid out at the end of the Year. Instead, all accrued and unused PTO will carry over from one Year to the next. There is no limit on the annual usage of earned PTO; any PTO that has been earned and accumulated by an Personal Assistant may be used in totality in any given calendar year. The Company, however, will not advance any PTO to Personal Assistants who have not earned or who have exhausted all their accumulated PTO.

All accrued and unused PTO will not be paid out upon termination of employment, regardless of the reasons for said termination. Therefore, Personal Assistants are strongly encouraged to use up their PTO benefit while employed.

**Anti-Retaliation:** No Personal Assistant will be subjected to any adverse employment action as a result of requesting or utilizing PTO as Safe Time or Sick Time. The Company will not utilize an Personal Assistant's usage of Safe Time or Sick Time as a motivating factor in any adverse employment action.

**Discipline:** Failure to adhere to the terms of this policy may result in discipline, including termination. Each case of suspected violations will be investigated by the Company. Personal Assistants, where appropriate, will be given an opportunity to provide a statement related to their adherence to this policy. The Company will make a determination on the proper course of action with respect to each Personal Assistant, based on the totality of circumstances.

**Relationship to Other Leaves:** Personal Assistants on a leave of absence pursuant to federal, state, or local law may be required to use any accrued PTO for such absences. PTO will not accrue for any Personal Assistant who is on an unpaid leave of absence.

**Questions:** If you have any concerns or questions about this policy, please contact our Human Resources Dept 716.557.1100 Ext 6008

By signing below, I confirm that I have received this PTO policy, that I understand the PTO policy, and that I will comply with its terms as a condition of my initial or continued employment with the Company.

Name of Caregiver \_\_\_\_\_

Signature of Caregiver \_\_\_\_\_ Date \_\_\_\_\_



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