



PAID TIME OFF (PTO) POLICY FOR PERSONAL ASSISTANTS

Wage Parity

Note: All Personal Assistants performing Medicaid-reimbursed work in New York City, Nassau County, Suffolk County, and Westchester County who work for Edison (the “Fiscal Intermediary”) will receive supplemental wages and/or benefits as required by the Home Care Worker Wage Parity Law. If you have any questions as to additional wage and/or supplemental benefits connected with the Home Care Worker Wage Parity Law, please contact Human Resources. As of October 1, 2020, those benefits will be outlined on your weekly pay stubs, as may be required by applicable law, and on any Notice and Acknowledgement of Pay Rate and Payday you may receive after October 1, 2020.

Paid Time Off (PTO)

Section 1: At the commencement of employment for the Consumer, Personal Assistants shall accrue Paid Time Off (“PTO”) at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum of fifty-six (56) hours per calendar year, which for the purposes of this policy runs from January 1 through December 31. PTO can be used as they are accrued either as vacation time, personal leave to take care of personal matters or as safe or sick leave in accordance with the New York City Earned Safe and Sick Time Act (“ESSTA”) and the New York State Sick Leave Law (New York Labor Law § 196-b) (“NYSSL”). Personal Assistants may use PTO as they accrue it, subject to the terms of this policy. Personal Assistants will not be entitled to use more than of fifty-six (56) hours in any calendar year, irrespective of how many unused PTO hours have been carried forward from a previous year or accrued during the current year.

In accordance with a Consumer’s legal responsibility under the Consumer Directed Personal Assistant Program to establish a Personal Assistant’s work schedule, notice regarding the need for PTO should be provided to the Consumer as soon as possible to enable the Consumer to obtain substitute coverage.

The first use(s) of PTO that constitutes a leave of absence of 3 scheduled workdays (regardless of whether the days are continuous or not) in a calendar year, or payout of wage parity funds designated as PTO in the amount equivalent to 3 workdays (which may happen only at the termination of a Personal Assistant’s employment by a Consumer), shall be deemed paid days of rest provided by the Consumer and Fiscal Intermediary pursuant to New York Domestic Workers’ Bill of Rights.

a. Requests for leave time using accrued PTO for vacation or personal leave must be made by the Personal Assistant to the Consumer for approval and the Personal Assistant must then inform the FI Coordinator of the PTO being used as soon as practicable to ensure proper benefit administration and timely payment by the Fiscal Intermediary.

b. Requests to use accrued PTO as safe and sick leave for “foreseeable” uses (such as doctor’s appointments and domestic violence court dates that a Personal Assistant may be aware of seven (7) days in advance) should be made by the Personal Assistant to the Consumer at least seven (7) days prior to the date of the Personal Assistant’s intention to use PTO for safe or sick leave, but if seven days’ advance notice cannot be provided, notice should be provided as soon as practicable. The Personal Assistant must



then inform the FI Coordinator of the intention to use sick leave as soon as practicable to ensure proper benefit administration and timely payment by the Fiscal Intermediary. In accordance with applicable law, Personal Assistants will not be disciplined by their Consumer for “late” notice if notice is provided as soon as practicable. Notice for “foreseeable” absences may be provided to the Fiscal Intermediary verbally or in writing, including by telephone, text message, e-mail to an assigned FI Coordinator.

If the need to use PTO for safe or sick leave is “unforeseeable,” (including absences that the Personal Assistant is not aware of at least seven (7) days in advance) notice should also be provided to your Consumer at least two (2) hours before the start of your caregiving shift, but if that is not possible, notice should be provided as soon as practicable. The Personal Assistant must then inform the FI Coordinator of the intention to use sick leave as soon as practicable to ensure proper benefit administration and timely payment by the Fiscal Intermediary. In accordance with applicable law, Personal Assistants will not be disciplined by their Consumer for “late” notice if notice is provided as soon as practicable. Notice may be provided verbally or in writing (including by telephone, text message, or e-mail) to a FI Coordinator using the FI Coordinator’s specific contact information, or by telephone call or message left for the Company’s On-Call FI Coordinator after regular office hours, on weekends, or on holidays (the On-Call FI Coordinator may be reached at 718-972-2929. Note that no notice should disclose the nature of a Personal Assistant’s or family member’s illness, injury, or health condition or specify the details of domestic violence, a family offense matter, or a sexual offense, stalking, or human trafficking. An Personal Assistant’s failure to notify the Consumer and Fiscal Intermediary that they are using PTO for safe or sick leave purposes may result in a denial of the application of PTO to an absence.

c. At the end of the calendar year, unused, accrued hours will be carried forward to the following accrued year. At the start of each calendar year Personal Assistants will continue to accrue additional hours up to a maximum of fifty-six (56) hours per year, regardless of how much, if any, previously unused, accrued PTO hours have been carried forward from the previous year. However, as stated herein Personal Assistants will only be able to use a maximum of fifty-six (56) hours of PTO per calendar year, irrespective of whether that 56 hours of PTO is time carried over from a prior calendar year, time accrued during the current calendar year, or a combination of both. For Personal Assistants whose PTO is funded in whole or in part as wage parity additional wages or supplemental benefits, at any point in a calendar year when the maximum fifty-six (56) hours has been accrued, Edison will re-direct the wage parity funds designated for PTO towards health-related benefits. If any Personal Assistants has exhausted all available PTO for non-safe or non-sick leave purposes, the Personal Assistants will not be provided additional paid leave for safe or sick leave until they have accrued the requisite additional PTO that can be used for those purposes.

Personal Assistants will not be paid for any unused, accrued PTO hours upon separation from employment (either when the Consumer terminated their employment or they resign from their employment by the Consumer). However, to the extent that any Personal Assistants have had their PTO funded as a wage parity additional wages or supplemental benefits since April 3, 2020, the total amount of accrued, unused wage parity funds designated for PTO will be paid out to a Personal Assistant when terminated. If a Personal Assistant is rehired by the Consumer within six months of separation from employment, previously accrued, unused PTO hours will be immediately reinstated to the extent that it any wage parity



additional wages or supplemental benefits that were designated to fund PTO have not already been paid out to the Personal Assistant.

Section 2: PTO used for vacation and personal leave will be paid at a replacement-level rate of pay for missed working hours. PTO for safe or sick leave is paid based on the Personal Assistant's regular rate of pay at the time PTO is taken for safe or sick leave, subject to applicable law, rule, or any contract or agreement with the Fiscal Intermediary.

PTO is not considered time worked for the purpose of calculating overtime for the week in which PTO was taken. Personal Assistants will not receive overtime premium pay when taking PTO. PTO will not be considered part of the regular rate of pay for the purposes of calculating overtime rates.

Section 3: PTO pay shall be paid on the next regular pay date.

Section 4: Neither the Consumer nor the Fiscal Intermediary will not ask the Personal Assistant to provide details about the medical condition that led the Personal Assistant to use PTO for sick leave, or the personal situation that led the Personal Assistant to use PTO for safe leave, and that any information the Consumer or the Fiscal Intermediary receives about the Personal Assistant use of PTO for safe or sick leave will be kept confidential and not disclosed to anyone without the Personal Assistant's written permission or as required by law. The Consumer reserves the right to consider this information in connection with a request for a reasonable accommodation for a victim of domestic violence, stalking, or a sex offense (and to the extent requested by the Consumer, any such documentation should also be provided to the Fiscal Intermediary to enable the Fiscal Intermediary to maintain copies of any documentation in the Personal Assistant's personnel file).

Section 5: There shall be no payout of unused, accrued PTO, except as provided in Sections 1(c) above.

Section 6: A Personal Assistant may request, verbally or in writing, a summary of the amount of hours of PTO they have accrued and used for safe and sick leave in the current calendar year or any previous calendar year. Information will be provided to the Personal Assistant within 3 business days.

Section 7: Personal Assistant's paystubs will list the amounts of PTO accrued during the pay period, the total balance of unused, available PTO, and the amount of PTO used during that pay period.

Section 8: Personal Assistants may use PTO for the following reasons:

- I. For vacation or personal leave unrelated to sick or safe leave purposes, as specified in the points below; or
- II. For safe and sick leave purposes:
 - A. For an eligible Personal Assistant'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 care (*e.g.*, screenings, checkups, patient counseling to prevent health problems);



- B. To care for an eligible family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive care;
- C. If the Personal Assistant's workplace is closed by order of a public official due to a public health emergency, or the Personal Assistant needs 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. Such emergency must be declared by the New York City Mayor's office or the New York City Commissioner of Health and Mental Hygiene.
- D. If the Personal Assistant or an eligible family member is the victim of domestic violence, a family offense matter, or a sexual offense, stalking, or human trafficking, and time off is for "safe time" and needed to:
 - o Obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program;
 - o Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the Personal Assistant or family member;
 - o Meet with an 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;
 - o File a complaint or domestic incident report with law enforcement;
 - o Meet with a district attorney's office;
 - o Enroll children in a new school; or
 - o Take other actions necessary to maintain, improve, or restore the health or safety (including, but not limited to, physical, psychological, or economic health or safety) of the Personal Assistant or family member or to protect those who associate or work with the Personal Assistant; or
- E. Or, for any other purpose permitted by the ESTAA and the NYSSLL.

A "family offense matter" is actual or threatened disorderly conduct, harassment, aggravated harassment, sexual misconduct, forcible touching, sexual abuse, stalking, criminal mischief, menacing, reckless endangerment, strangulation, criminal obstruction of breathing or blood circulation, assault, identity theft, coercion or grand larceny, between spouses, former spouses, a parent and child or between members of the same family or household, and also includes any offense enumerated in Section 812(1) of the New York Family Court Act, where such acts are between current and former members of the same family or household.

"Eligible family members" include a Personal Assistant's spouse or registered domestic partner; parent, parent-in-law or parent of a domestic partner; child or child of a domestic partner, including a biological,



adopted or foster child, a stepchild, a legal ward or a child of a Personal Assistant standing *in loco parentis*; sibling, including a half-sibling, step-sibling and sibling related through adoption; grandchild; grandparent; an individual related to the Personal Assistant by blood; and, an individual whose close association with the Personal Assistant is the equivalent of a family relationship. To the extent that a Personal Assistant provides services for an eligible family member who is their Consumer, the Personal Assistant will not receive for the same period both (i) PTO for sick and safe leave and (ii) pay for caregiving hours as a participant in the Consumer Directed Personal Assistant Program.

If a Consumer terminates a Personal Assistant's employment, PTO may not be used to extend employment beyond an end date of employment or delay a termination date. Discipline – up to and including termination – may be taken by the Consumer against a Personal Assistant who uses PTO for vacation or personal leave inconsistent with this policy, or who uses PTO for sick and safe leave for a purpose not covered by, or in a manner not consistent with, this policy, the NYSSLL, or the ESSTA. In addition, discipline – up to and including termination – may be taken by the Consumer against a Personal Assistant who violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of PTO for safe and sick leave.

Section 9: Notice of the Personal Assistant's rights under the ESSTA is posted at all office locations and given to all new at hire and existing Personal Assistants.

Section 10: When used for safe and sick leave, PTO may be used in an initial increment of four (4) hours if reasonable under the circumstances and then in half-hour increments thereafter each workday. However, when PTO is used for vacation or personal leave purposes, PTO must be used in full-day increments.

Section 11: The Consumer may provide other forms of leave for Personal Assistants to care for medical conditions or issues related to domestic violence, stalking, or sex offenses under certain federal, state, and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state, or local law, provided eligibility requirements for that law are met. The Consumer and Fiscal Intermediary are committed to complying with all applicable laws. Personal Assistants should contact the Fiscal Intermediary's Human Resources Department for information about other federal, state, and municipal medical, victim, or family leave rights.

Section 12: Personal Assistants have the right to request and use PTO for safe and sick leave purposes in a manner consistent with the applicable law. The Consumer and the Fiscal Intermediary will not discriminate or retaliate, or tolerate discrimination or retaliation, against any Personal Assistant who seeks or obtains PTO for safe and sick leave under this policy or who otherwise exercises their legal rights under the ESSTA and the NYSSLL, including communicating with any person about such a violation or otherwise exercises any right afforded by the ESSTA or the NYSSLL. Retaliation includes any threat, discipline, discharge, demotion, suspension, reduction in your hours, or any other adverse employment action against you by the Consumer for exercising your paid safe and sick leave rights under applicable law. In addition, the Consumer and the Fiscal Intermediary will not retaliate against any Personal Assistant who communicates with any person about such a violation or otherwise exercises any right afforded by the ESSTA or the NYSSLL.