

A CLEAR PATH

PAID SICK LEAVE POLICY

January 1, 2019

This Paid Sick Leave Policy is adopted and effective as of December 1, 2018. This policy shall supersede and replace any and all prior policies with regard to paid sick leave.

1. Purpose.

The purpose of this Paid Sick Leave Policy of A Clear Path, LLC (the “Company”) is to provide employees with paid time off from work that can be used for such needs as personal or family illness, medical appointments, and for other purposes as allowed by California state and local laws.

2. Eligibility.

This Paid Sick Leave Policy applies to all Company employees, including full-time, part-time, and temporary employees. Employees shall accrue paid sick time at the rates set forth below and subject to the limitations set forth in this policy.

a. Accrual of Paid Sick Leave. Beginning on the employee’s first day of employment, every eligible employee will accrue one (1) hour of paid sick leave for every thirty (30) hours worked in a year. Employees may not use more than forty-eight (48) hours of paid sick time in a year and may not accrue more than seventy-two (72) hours of paid sick time in a year.

b. Satisfaction of Introductory Period. To be eligible to use the paid sick leave, Company employees must have satisfactorily completed eighty-nine (89) days of employment with the Company. On the employee’s ninetieth (90th) day of employment, the employee will immediately be able to utilize all accrued paid sick leave.

3. Use of Paid Sick Leave.

Employees may use up to forty-eight (48) hours of paid sick time in a year. Employees may use paid sick time in increments of two (2) or more hours. The Company will not advance employees additional paid sick time beyond the forty-eight (48) hours of paid sick leave each year; therefore, any sick time taken in excess of the amount accrued will be unpaid.

4. Purpose of Paid Sick Leave.

An employee may use paid sick leave when the employee is sick or ill, or to seek treatment with a health care provider. In addition, an employee may submit a written request to use paid sick time for any purpose allowed by the California Healthy Workplaces, Healthy Families Act, and the City of Los Angeles’ Minimum Wage Ordinance, including for the following purposes: (1) the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or a family member¹, or any individual related by blood or affinity whose close

¹ *Definition of “Family Member.”* For purposes of this policy, the term “family member” means: (a) a child (including a biological, adopted, or foster child, stepchild, legal ward, or child to whom the employee stands in loco parentis), (b) biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner,

association with the employee is the equivalent of a family relationship, or (2) for an employee who is a victim of domestic violence, sexual assault, or stalking, to take time off (i) to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the employee or the employee's child, such as a temporary restraining order, restraining order or other injunctive relief, (ii) to seek medical attention, obtain services from a shelter, program or rape crisis center, (iii) to obtain psychological counseling, (iv) to participate in safety planning, or (v) to take other actions to increase safety from future incidents. The Company will provide paid sick leave, if the employee has it available, for any of the foregoing purposes, and/or in compliance with California's state and local laws.

5. Tracking Paid Sick Leave.

The Company will provide each employee with his or her current paid sick leave balance. The Company may also review each employee's paid sick leave balance to confirm its accuracy and make necessary corrections at any time. Employees are responsible for verifying the accuracy of their paid sick leave balances. Any employee who believes that his or her paid sick leave balance may be inaccurate for any reason should immediately notify his or her supervisor. If an employee does not notify the Owner of an alleged inaccuracy in his or her paid sick leave balance by the end of the following pay period, the Company will assume that the employee has verified the accuracy of his or her paid sick leave balance for the previous pay period. Employees are also encouraged to track and record their use of paid sick leave time and their applicable paid sick leave balance.

6. Notice.

If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notice of the need for a leave. If the need is unforeseeable, the employee must provide advance, written notice of the need for time off of work as soon as is practicable. Notice should be given to the employee's supervisor. The employee must submit a written request for time off of work either prior to, or immediately after, the employee's use of paid sick time. The Company may request that the employee provide reasonable documentation of an absence from work for which paid sick time is or will be used.

7. Maximum Paid Sick Leave.

Eligible employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked by the employee. Employees may accrue up to, but not more than, seventy-two (72) hours of paid sick leave. Once an employee's paid sick leave balance has reached seventy-two (72) hours, the employee will not accrue any additional paid sick leave until the employee uses some of his or her accrued paid sick leave. However, any unused paid sick time will carry over from one year to the next, allowing employees to accumulate paid sick leave up to a maximum of seventy-two (72) hours. Employees still may not use more than forty-eight (48) hours of paid sick leave in any calendar year.

8. Rate of Pay.

Paid sick leave will be compensated at the same wage as the employee normally earns during regular work hours, in accordance with applicable laws. The rate of pay will be based on the employee's hourly wage. If the employee has different hourly rates in the ninety (90) days

or a person who stood in loco parentis when the employee was a minor child, (c) a spouse, (d) a registered domestic partner, (e) a grandparent, (f) a grandchild, or (g) a sibling.

before taking paid sick time, or was a non-exempt salaried employee, the rate of pay will be calculated by dividing the employee's total wages (not including overtime premium pay) by the employee's total hours worked in the full pay periods of the prior ninety (90) days of employment. Paid sick days will be paid no later than the payday for the next regular payroll period after the sick leave is taken.

9. Separation from Employment.

Paid sick leave is intended to assist employees who miss work due to their own illness or an illness of a qualified family member during their employment. Any paid sick time that is not used prior to the last day of employment is lost at the time of resignation, termination, retirement, layoff, or other separation from employment. If an employee is rehired within one (1) year of the date of separation, any lost paid sick time will be reinstated and available for the employee to use as though the employee were a continuing employee. If, on the date of separation, an employee has used paid sick leave benefits which the employee has not accrued (i.e. the employee has a negative paid sick leave balance), the paid sick leave taken by the employee in excess of his or her paid sick leave balance shall be owed to the Company, and employee authorizes the Company to deduct this amount from the employee's final paycheck.

10. Discipline.

Any violation of this policy by an employee may result in disciplinary action up to and including termination of employment with the Company. However, the Company strictly prohibits retaliation against any employee for requesting or using available paid sick time

Employee Acknowledgment

I, _____, have received, understand, and agree to the terms of the Paid Sick Leave Policy, effective December 1, 2018. I also understand and agree that it is my responsibility to verify the accuracy of my sick leave balance, as recorded by the Company, each pay period.

I further understand and agree that violations of this Paid Sick Leave Policy may result in disciplinary action up to and including termination of my employment with the Company.

Employee Signature

Date

Employee Printed Name