

## **Paid Sick Leave & Attendance Policy**

---

Effective January 1, 2021, New York State mandates that all employees accrue paid sick time beginning on their date of hire, up to a total of 56 hours per calendar year. New Hires must complete 90 days of employment prior to using any paid sick time.

Sick time can be used as a full day or ½ day (4 hours) for:

- Employee’s mental or physical illness, or injury, or diagnosis, care, treatment, or preventive care for employee’s mental or physical illness or injury;
- Covered family member’s mental or physical illness or injury or diagnosis, care, treatment, or preventive care for a covered family member’s mental or physical illness or injury;
- Absences related to employee’s status as a victim of domestic violence, family offense, sexual offense, stalking, or human trafficking; or
- Absences related to a covered family member’s status as a victim of domestic violence, family offense, sexual offense, stalking, or human trafficking.

Disciplinary action will begin when an employee exceeds their allotment of accrued Paid Sick Time.

### Administration

- Paid Sick Time will accrue at the rate of one (1) hour for every 30 hours worked, up to a maximum of 56 hours. You cannot accrue more than 56 hours of Paid Sick Time.
- Accrued Paid Sick Time will not be paid out at year end since accruals will be continuous. If you voluntarily resign and work your scheduled hours during your 2-week notice period or are retiring, accrued Paid Sick Time will be paid out to you.
- Paid Sick Time can be used as a full day or ½ day (no less than 4 hours) and will be tracked in ADP for all employees.
- Paid Sick Time is not considered as “time worked” for purposes of holiday pay when an individual who is scheduled to work does not report to work on the scheduled day before or scheduled day after the holiday.
- Paid Sick Time is not considered as “time worked” for purposes of calculating overtime pay during an employee’s normal Monday-Friday work week.
- Paid Sick time is paid at regular straight time and does not include shift pay.

Individuals will not be compensated if their time off exceeds their accrued Paid Sick Time. Once their accrued allotment has been depleted, there will be no pay for time off and disciplinary action will begin for time used beyond their current allotment. Once additional Paid Sick Time is accrued, Paid Sick Time will be utilized, and no penalty will ensue.

**Corrective Action**

It is expected that everyone will do their best to maintain a satisfactory attendance record. When a question of dependability develops resulting from unsatisfactory attendance, we need to take corrective action aimed at restoring an individual’s dependability.

In order to fairly and consistently administer the Attendance Policy, the Company will use a point tracking system. Overtime shifts, once accepted, will be treated as a regularly scheduled work shift for purposes of absenteeism. An employee will begin to accumulate points when one or more of the following occur:

Occurrence Type	Point Assessment
Tardy/Early Quit (1 hour or less)	1
Absent for 1 – 2 hours (1 hr 1 m – 2 hours)	2
Absent for 2 – 3 hours (2 hr 1m – 3 hours)	3
Absent for 3 – 4 hours (3 hr 1 m – 4 hours)	4
Call-In – Full Day Absence with no Paid Sick Time	6
No Call No Show	12

Each time an employee reaches the point value listed below; the following documented disciplinary action will result:

- 12 points: Verbal Warning
- 16 points: Written Warning
- 20 points: Final Warning
- 24 points: Termination

A new employee can have no more than 3 occurrences in the first 90 days of employment before their employment is considered a terminable based on attendance.

Corrective Discipline Warnings shall remain valid for a rolling 12-month period – measured from the most recent warning. If further corrective action is required during this rolling 12-month period, the employee will be issued the next level of required discipline. The number of point assignments and any or all verbal/written warnings accumulated will be placed into the employee file and may factor in the employee’s performance appraisal and transfer possibilities for a period of 12-months. Points are subject to expiration after twelve (12) months.

All of these actions may not be followed in some instances. Nissha Medical Technologies reserves the right to exercise discretion in discipline. Prior warning is not a requirement for termination.

Nothing in this policy is designed to modify our employment-at-will policy.