Minutes of a Stated Meeting of the Administrative Management Council
Tuesday, February 07, 2017

A stated General Meeting of the New York University Administrative Management Council was held on Tuesday, February 7, 2017 at 9:00 a.m., in the Pfizer Auditorium (1st floor) at 5 MetroTech Center, Dibner Building at NYU’s Brooklyn campus. The meeting was convened with Ray Lutzky as the AMC Chair.

AMC Representatives & Senators Present:
Ahmad, Razi (for Boneta, Caroline Ej); Atkinson, Mary Lou; Aversano, Michael (for McCullough, Kevin); Bahiman, Brittney; Basile, Amanda; Battaglia, Christine; Berthomieux, Jean-Alex; Bizzaro, Cassandra (for Albrecht, Barbara); Botos, Rachel L.; Cariaso, Mark; Che, Demaris (for Gordon; Chín); Chin, Nelson; Cleveland, John Paul; Coombs, Amy; Crenshaw, Mercer; Cureton, Nadia N; Curry, Jennifer; Daniels-Maina, Diana; DeLeonard, Nora Anne; Denney, Katrina; Desantis, John; Devjani, Manish; DuBois, Rachel; Dufour, Stina Marie; Duke, Elizabeth M; Estrada, Frances Monica; Fanneelli, Andrea; Fertmann, Adam E; See, Matthew K; Goldkranz, Nicole; Gu, Hye; Guarino-Ramirez, Leah; Hayes, Brianne; Healy, Nanci H (for Vogelsang, David); Hollingsworth, Carol Anne; Holub, Daniel; Humphreys, Gisela B; Hyman-Robinson, Angelie; Jensen, Nicholas M; Kavalam, Pamela; Kelly-Fierro, Justine M; Kenigsberg, Norma K.S.; Kim, Jeremy Phillip; Kniffin, Abigail; Kumar, Romeo; Kushner, Melissa; Lewis, Scott G; Mainiero, Michael A; McCaw, Michael; Mebert, Danielle; Meconis, Carrie A.; Michels, Stevin Azo; Minteer-Baysal, Krista M.; Mitchell, Brenda S; Mourguess, Paris; Nicolussi, Christopher L; Pearson, Patricia Anne; Piyasena, Hasanthi; Ponder, Christine; Prendergast, Carrie A.; Pruitt, Henry; Pudjak, Caitlin; Ramos, Kristi Schwindt; Remmers, Jamie (for Diana, Debra); Rendall, Meredith (for Amparado, Keith Dj); Riley, Christopher; Ritter, Carolyn S.; Romano, Johanna; Ross, Aaron B.; Santo, Katie; Seltzer, Heather; Serret, Alexandra (for Ladisa, Ann Marie); Shivers, Kelvin O.; Solomon, Jasmine A; Spangler, Michelle; Stockwell, Kyle W; Thilman, Daniel; Tie, Juan H; Urbano, Toni T; Vergara-Spagnola, Leizel G; Villanueva, Carl; Warrington, Patricia A; Watson, Alan; Watts, Leigh G.; Webb, Malina Jai; Wiker, Jason; Wilk, Emily Ann; Willyard, Sarah; Wolfe, Caroline; Wu, Nancy

Guest Administrators Present: 32

AMC Chair, Ray Lutzky opened the meeting by welcoming members of the AMC and calling the meeting to order at 9:06 am.

PRELIMINARY MATTERS - Approval of the Minutes
The minutes from the last meeting on January 10, 2017, were provided in advance with the agenda. Reading of the minutes was waived, and the minutes were approved unanimously. The final version of the minutes is posted on the AMC website.

GUEST SPEAKER - Dr. Lynn Brown, NYU Brooklyn & 360 Jay Street
(Not verbatim, presentation attached):

● Lots of exciting things are happening in Brooklyn - our job now is to get the word out!
● Reviewed history - see slides
● Vision for NYU Brooklyn - Enhance NYU's capacity and capability in the applied sciences and to foster new initiatives and approaches that rely on the fusion of science, technology, and creativity
  ○ a signature feature of both NYU and Brooklyn's tech sector.
  ▪ Public announcements of what is going on in Brooklyn - $500 million investment so far - sign of our commitment to Brooklyn and the city
  ▪ Sharing the vision (i.e. branding and promoting) NYU is moving into the tech space, a lot of it in Brooklyn, some in the square (easy to move back and forth)
    ■ Building under construction now has signage
    ■ Scaffolding coming down probably in April - big deal in the community
● Details on the building renovations with 370 Jay and Rogers Hall - see slide
  ○ MTA - media, technology, arts
  ○ Highest ranking LEED building on campus when it's done
● It will take about a year and a half to move everyone into their spaces
● There are plans to create an open public spaces to display work and invite community in
● There will be retail (food, etc) to enliven the street and work done to clean up subway entrance/exit

{Not verbatim, presentation attached}:

GUEST SPEAKER - Dr. Lynn Brown, NYU Brooklyn & 360 Jay Street
● Solving a lot of academic problems, addressing our academic vision, and working to highlight Brooklyn

● Q&A
  ○ Will there be event space available?
    ■ Absolutely. Ground floor (depending on size) and 2nd floor 200 seat (might not be fixed seat) auditorium space. Maybe some upstairs too. Layout is very open. Getting away from the idea of monopolizing the windows for offices.
  ○ Concerns about our social responsibility (i.e. homeless congregating in public spaces)
    ■ You have that issue on the square too. We work closely with the offices and social services agencies and the NYPD. We try to handle it humanely and not overly aggressive, but it is something to think about.
  ○ Are their plans for a green space?
    ■ Passive area on the roof for sustainability purposes, but it's not a site that lends itself to that very much.

● We'll let you know about the ceremony when the scaffolding comes down!

OFFICER REPORTS
AMC Chair, Ray Lutzky rlutzky@nyu.edu

● Thank you to everyone for coming to Brooklyn!
● Attendance rules are relaxed today due to the change in venue, and we have no votes to take for Representatives who may have missed 3 meetings. As a reminder, please continue to attend AMC meetings and/or designate an Alternate.
● Tuesday, March 7 we will be back at 238 Thompson, and our guest will be Tony Jiga, Vice President for Budget and Planning, who will discuss the university budget with us as he has done in the past.
● We will also be discussing our annual Senate Financial Letter today, which the benefits committee and others have been working very hard on (a draft was supplied in the email invitation for this meeting).
● AMC Recycling Drive continues through February 28! Please check our website for details – we are still looking for your cell phones, eyeglasses and cases, fronts of greetings cards, old sheets, blankets, and towels, and sneakers.
● As many of you are aware, a committee was launched in the Spring of 2016 to do a study of tuition remission benefits for faculty, administrators, and professional research staff (tuition benefits for employees covered by a collective bargaining agreement are not included in this study). The committee would like to obtain your input to better understand how tuition remission benefits are currently used, and how those benefits influence decisions for dependents who attend NYU or other universities as undergraduates. Should have received an email, please reply.
● Elections are upcoming for officers, Representatives, and Senators. I will conclude my service as Chair at the end of my current term, and encourage others to seek positions of leadership within AMC. It has been an honor to serve as your AMC chair, and I will continue through the conclusion of my term, but I am glad we will be looking at new leadership for next year and beyond.

SENATOR REPORTS
Senate Committee on Organization & Governance - Pamela Kavalam, pamela.kavalam@nyu.edu

● Committee is forming 3 subgroups to brainstorm and articulate recommendations to propose to larger University Senate
  ○ #1 - General Senate Functioning Recommendations (includes written committee reports, reporting from "other" committees [e.g., provost committees], procedures for approval of policies at the Senate level)
O #2 - Board of Trustee Recommendations (includes ideas for how to engage and have a better working relationship [transparency] between the Board of Trustees and the Senate)
O #3 - Communication Recommendations (includes website review, working with website folks for future changes, adding Deans Council page, reviewing/updating links, etc.)

- Discussion of the updated Senate Bylaws descriptions of each Council’s functions was tabled until all the Councils’ submissions were received by SCOG.

Senate Committee on Work-Life Balance - Carrie Meconis, carrie.meconis@nyu.edu
- Committee had a great start to the year, and then a bumpy middle
- Expect a survey soon
  - We’re looking for data to back up some of the things we’re ask for so please respond
- Hope to conclude our work by the end of this year

COMMITTEE REPORTS

- Nominations & Elections - David Vintinner, david.vintinner@nyu.edu
  - Many units are up for elections (151 total positions available) (see attached)
  - Expect an email soon to submit your nominations
  - Committee is currently reviewing the university org chart to make sure our constituency lists reflect the current schools/units
  - Deadlines (see attached)

- Compensation & Benefits - Meredith Rendall, mr173@nyu.edu
  - Sabrina Ellis and 2 team members attended the last committee meeting
  - There are have some exciting and positive changes to university policies that we were unaware of - many of these were specific requests or concerns brought by the AMC
    ■ Parental Bonding Leave Policy (see attached)
      - Months of service to be eligible is now 12 (reduced from 24)
      - There is now no distinction between “primary” and “nonprimary” caregiver
      - Application is due 30 days prior to “event” (as opposed to much earlier)
      - AMC is still working on requesting that when both parents are covered under NYU's policy that they are each given some kind of leave - currently the 6 weeks can only be shared between the two
      - Vacation days may now be used immediately following Bonding Leave
    ■ Sick Leave Policy (see attached)
      - Sick time can now be used for “preventative medical care or for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition” (i.e. you can use sick time for doctor's visits!)
    ■ Federal FMLA Policy (see attached)
      - There is now a detailed NYU explanation of how to use your FMLA
  - We also spoke about the need to increase communication from HR when these kind of significant changes are made and recommended a few suggestions on how AMC can support the communication of changes
  - Another big topic was Salary Band transparency and school/unit versus central university hiring processes
    ■ Sabrina is going to set up a formal review of all school/unit hiring policies to compare with the central university HR policies to see the differences
    ■ She is open to continuing conversation on this topic
  - Reviewing the Senate Financial Affairs Committee (SFAC) Letter
    ■ We will be changing and adjusting the order and editing down the length
• Suggestion to add an executive summary at top to requests aren’t lost and we make the actual “ask” clear and upfront
• Will continue to wordsmith so the language is professional but direct and active in its verb-choice
• Edits have already begun based on the committee’s conversation with Sabrina
  ■ Agreement reached that we should again ask for 3.5% AMI with 0.5% bonus pool
  ■ Enthusiasm for the section on clarifying salary bands and job descriptions
  ■ Need to edit the Committees section down a bit
  ■ Benefits section - wageworks additional discounts
    ● Tuition Reimbursement program
      ○ Some interest in this
    ● Commuter Bicycle Reimbursement program
      ○ Some interest in this
    ● Fitness Reimbursement program
      ○ Lots of interest in this
    ● Dental Benefits for Retirees
      ○ NOTE: It was confirmed after the meeting that NYU currently offers this benefit, more info HERE
  ■ Administrative Support for the AMC
    ● Could come in many forms - all the other councils in the University Senate are provided administrative support in the form of reserving space, setting up conference calls, ordering catering, etc.
  ■ Affordability section
    ● Ink recycling (IT)
      ○ NOTE: It was confirmed after the meeting that you can work with Asset Management to recycle/repurpose toner. They distribute to other departments and/or donation partners. You can submit a request via this ServiceLink form.
      ○ There are also sustainability resources available online here: nyu.edu/life/sustainability.html
    ● Equipment trade/sell within NYU (Asset Management)
      ○ NOTE: It was confirmed after the meeting that the “Asset Management Surplus Site” offers this service. Spread the word!
  ■ Please send your suggestions to amc.info@nyu.edu

• Tuition Remission (ad hoc) - Meredith Rendall, mr173@nyu.edu
  ○ If you didn't get the survey, please let Meredith know
  ○ If you felt you left something off in your survey, email Meredith
  ○ NOTE: iLearn program: LVS 033: NYU's Tuition Remission Program

• Special Events - Julie Kaplan, jhk1@nyu.edu
  ○ Committee met, more updates to come next month
  ○ Art Show - 20th Anniversary end of May through June, announcement coming soon

• Professional Development - Mike McCaw, mike.mccaw@nyu.edu
  ○ Held our first Resume Refresher event in January
    ■ Planning another, perhaps during Spring Break
    ■ Will spread the word through your Senior Unit Reps

• Community Service - Carrie Meconis, carrie.meconis@nyu.edu
  ○ AMC Recycling Drive continues through February 28! Please check our website for details – we are still looking for your cell phones, eyeglasses and cases, fronts of greetings cards, old sheets, blankets, and towels, and sneakers.
● University Equity, Diversity, & Inclusion Task Force (EDI) - Juan Tie, juan.tie@nyu.edu
  ○ Had a meeting last Friday
  ○ Finalizing our draft of suggested actions soon

● Administrators Inclusion, Diversity, & Equity Committee (AIDE) - Justine Kelly-Fierro, justine@nyu.edu
  ○ Shared report with EDI; AIDE findings consistent with Administrators Working Group in EDI
  ○ Next meeting is 2/8, please join us to set goals for the spring semester

ANNOUNCEMENTS
● Danielle Mebert, Naughty Knitters
  ○ We teach basic stitches, you provide space and we'll provide the supplies!
  ○ All items knitted go to the homeless
  ○ Next meeting is this Friday
  ○ Contact them more info!

● President's Service Award nominations are open through February 28th
  ○ Nominate a student or group
  ○ http://www.nyu.edu/life/events-traditions/presidents-service-awards.html

There being no further business, the meeting was adjourned at 10:25 a.m.

Respectfully submitted,
Katrina Denney
AMC Secretary
NYU in Brooklyn

2008  NYU-Polytechnic University Affiliation

2012  NYCEDC Applied Science Competition and Creation of CUSP

2014  NYU-Polytechnic Merger

2015  School renamed to the NYU Tandon School of Engineering

2016  New NYU President – Andy Hamilton

2017  370 Jay Street-Phase 1 Scheduled to Open
These confluence of forces – *plus the recognition that Brooklyn is undergoing a rapid transformation as a locus for tech and the creative* – has led NYU to put Brooklyn as the center of our efforts to create a hub for engineering, applied science, urban science, digital technology and emerging media arts.
Vision for NYU in Brooklyn

Enhance NYU’s capacity and capability in the applied sciences and to foster new initiatives and approaches that rely on the *fusion of science, technology, and creativity* – a signature feature of both NYU and Brooklyn’s tech sector.
NYU to Invest More Than $500 Million in Brooklyn on Science, Engineering and Emerging Media

NYU to Use “STEAM” Disciplines to Turn Old MTA Headquarters into a New “MTA” Facility: Media, Technology, and Arts

NYU President Andrew Hamilton plans to outline the University’s more than half a billion dollar investment in Brooklyn over the next decade to expand and upgrade science, technology, engineering, and emerging media disciplines at an Association for a Better New York breakfast today. The investment will provide space and support not only for the applied sciences, but also for new initiatives and approaches that rely on the fusion of science, technology, and creativity that is a signature feature of what both NYU and Brooklyn’s burgeoning tech sector have to offer.

NYU will invest more than half a billion dollars in Brooklyn over the next decade to expand and upgrade science, technology, engineering, and emerging media disciplines. Marijke Jorritsma, above, an NYU Tandon master’s degree student, raises the virtual Mars rover into the sky so that engineers can see how components fit and interact. Photo credit: Xavier Jones
Sharing the Vision

• President Hamilton Announced Investment & Vision
• Unified Graphics & Visuals throughout Metrotech Area
• NYU Brooklyn Website Launching Soon
• Social Media & Videos
• Outreach to Community
Sharing the Vision
NYU Facilities in Brooklyn

600,000 GSF of owned & leased program space (not including residential)

500,000 GSF added with 370 Jay Street
Investment in Brooklyn

• 370 Jay Street
  • Centerpiece of NYU’s growth in Brooklyn
  • Former MTA headquarters into “MTA” Facility: Media, Technology and Arts
  • Doubles academic presence in Brooklyn

• Renovations in Rogers Hall
  • Advance Chemical & Bimolecular Engineering, Civil & Urban Engineering and Mechanical & Aerospace Engineering Departments
  • Expand lab and classroom space
370 Jay Street

Fall 2017

• Center for Urban Science and Progress

Future Programs

• Engineering Programs
• MAGNET
• Media Commons
Ground Floor at 370 Jay Street

• Create safer public spaces by expanding the NYU Lobby toward Jay Street

• Enliven Arcades with views of active uses and displays

• Provide “Publicly Accessible” exhibit space to showcase NYU programs

• Expand additional retail opportunities along Jay Street and Renaissance Plaza
370 Jay Street - Ground Floor

KEY:
- PUBLICLY ACCESSIBLE NYU SPACE
- EXPANDED RETAIL
- NEW MTA
- PUBLIC EASEMENT AREA (LEASED AND MAINTAINED BY NYU)

ARCADE SOUTH
CITIZEN SCIENCE EXHIBIT SPACE
1642 SF

3066 SF

1070 SF

JAY STREET RETAIL
7824 SF

1921 SF

3305 SF

ARCADE NORTH

RENAISSANCE RETAIL
3670 SF

340 SF

ALTERNATE DOWNTOWN BROOKLYN PARTNERSHIP LOCATION
2017 Elections Process

February 7

CALL FOR NOMINATIONS OPENS (ON THE FLOOR AND BY QUALTRIX)
For AMC Representative (to selected units)
For AMC Officer (to current representatives)
For University Senate (to entire university)

March 7

Representative Nominations Close During March Meeting
ELECTIONS VIA QUALTRIX IN SELECTED UNITS

April 4

Officer Nominations Close During April Meeting
ELECTIONS DURING MEETING

May 4

Senate Nominations Close During May Meeting
Senate Candidate Presentations & Statements Given
ELECTIONS VIA QUALTRIX UNIVERSITYWIDE

July 1

OFFICERS BEGIN NEW TERMS

September 1

REPRESENTATIVES AND SENATORS BEGIN NEW TERMS

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<th>AMC UNITS WITH SPRING 2017 ELECTIONS</th>
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Parental Bonding Leave Policy – New York & District of Columbia

Purpose

New York University (the “University”) is committed to helping employees balance the demands of the workplace with the needs of their family. Subject to the provisions below, the University will provide an employee covered under this policy with paid leave to bond as a parent with his or her newborn child, newly adopted child, new foster care child, or with a child newly placed in his or her legal custody (hereinafter, “parental bonding leave”). This policy applies to covered employees working in New York and the District of Columbia.

Leave Eligibility

Subject to the limitations listed in items (a)-(d) below, this policy covers full-time Administrators and Professionals and Professional Research Staff who have completed at least 12 months of service with the University and who have worked at the University for at least 1,250 compensable hours over the 12 month period immediately preceding commencement of the parental bonding leave (hereinafter, “covered employees”).

- a. The “12 months of service” with the University need not be consecutive months and time previously worked for the University may be used to meet the 12-month requirement. However, the University need not consider any period of previous employment occurring more than seven (7) years before the date of the covered employee’s most recent hire, unless the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement outlining the University’s intention to rehire the employee after the break in service.

- b. All periods of time worked during the 12-month period preceding commencement of leave count for purposes of meeting the “1,250 compensable hours” requirement. Time taken for holidays, vacation, or leave is not considered work time except that an employee returning from his or her USERRA-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence due to or necessitated by USERRA-covered service.

- c. University employees covered under a collective bargaining agreement (“CBA”) are not covered under this policy and should refer to the appropriate CBA for any applicable policies.

- d. Faculty are not covered under this Policy, and should consult with the appropriate chairperson or dean and/or refer to the faculty handbook for any applicable policies.
Definitions

**Adoption.** Adoption means legally and permanently assuming the responsibility of raising a child as one’s own. The source of an adopted child (e.g., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for leave.

**Child.** Child means a newborn child, or an individual under the age of 18 who is the newly adopted or foster care child of a parent or who is newly placed in the legal custody of a parent.

**Foster care.** Foster care is 24-hour care for a child in substitution for, and away from, a parent or guardian. Such placement is made by or with the agreement of the State as a result of a voluntary agreement between the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves agreement between the State and foster family that the foster family will take care of the child. Although foster care may be with relatives of the child, State action is involved in the removal of the child from parental custody.

**Parent.** Parent means a biological, adoptive, step or foster parent of a child, or an individual who stands in loco parentis to the child. This policy covers parents in legal same-sex relationships or registered domestic partnerships.

Leave Entitlement

Subject to the following conditions, a covered employee is eligible to take up to six (6) weeks of paid parental bonding leave in a 12 month period to bond as a parent with his or her newborn child, newly adopted child, new foster care child, or with a child newly placed in his or her custody.

- A covered employee must take parental bonding leave within 12 months following the birth of his or her newborn child, or within 12 months of when a child is placed in his or her adoptive care, foster care, or legal custody. In the event that a covered employee has given birth to a newborn child, the six weeks of parental bonding leave will commence no earlier than after the conclusion of any short-term disability leave/benefit provided to the employee for the employee’s own medical recovery following childbirth.

- Parental bonding leave is calculated on a “rolling” twelve (12) month period, measured backward from the date a covered employee first uses the leave. That is, when a covered employee takes parental bonding leave, the remaining leave available is the balance of the 6 weeks not used during the immediately preceding 12 months. Note that the “rolling” 12-month period continues to run whether or not the covered employee is working.

- A covered employee may only take one (1) 6-week parental bonding leave in a 12 month period and the employee forfeits any leave not used in that period. In no case will a covered employee receive more than 6 weeks of parental bonding leave in a rolling 12 month period, regardless of whether more than one birth, adoption or foster care placement occurs within that time frame.
Where the covered employees are both parents of the same child, the maximum bonding leave benefit for both parents is a combined six (6) weeks in a 12 month period.

The six (6) weeks of parental bonding leave is inclusive of any holidays or university closures. Thus, if a holiday or closure falls within a covered employee’s bonding leave period, the day(s) will count as bonding leave.

Bonding leave must be taken on a continuous basis and cannot be taken intermittently or on a reduced schedule.

Payment/Benefits

Each week of parental bonding leave is compensated at 100 percent of the employee’s regular, straight-time weekly pay. The University will maintain all benefits for the covered employee during the paid bonding leave period on the same basis as coverage would have been provided had the employee been working during that time.

Upon termination of the covered employee’s employment, he or she will not be paid for any unused parental bonding leave.

Bonding Leave and FMLA

Parental bonding leave taken pursuant to this policy runs concurrently with leave taken under the federal Family and Medical Leave Act (“FMLA”) and the District of Columbia Family and Medical Leave Act (“D.C. FMLA”), as applicable. Accordingly, an employee applying for parental bonding leave under this policy must complete the University’s bonding leave application and, at the same time, follow the process for requesting FMLA and D.C. FMLA under University policy, as applicable.

Notice

A covered employee must provide the University with at least 30 days’ notice in advance of taking parental bonding leave, where practicable.

Confirmation

The University requires that a covered employee provide reasonable documentation to confirm the basis for parental bonding leave. Such documentation may include, but is not limited to, a child’s birth certificate, hospital discharge papers (pending availability of a child’s birth certificate), certificate of adoption or foster care placement, order of custody, marriage license or proof of registered domestic partnership, and/or other appropriate documents, as applicable.
SICK LEAVE POLICY – NEW YORK CITY

New York University (“University”) will provide paid sick leave to covered employees (as that term is defined below) working in New York City in accordance with the terms of this policy and New York City’s Earned Sick Time Act (“NYCESTA”). The provisions below set forth the coverage of this policy, the requirements for accrual and use of sick leave, and other procedures governing the request for and use of sick time.

Coverage

Subject to the exclusions listed in items (a)-(c) below, this policy covers full- and part-time Administrators and Professionals, Professional Research Staff, and other employees who perform work for the University within the City of New York for more than 80 hours in a year (hereinafter, “covered employees”).

a. This policy does not apply to University employees subject to a collective bargaining agreement (“CBA”) that was in effect on April 1, 2014, until that CBA expires. This policy also does not apply to University employees subject to a CBA that expressly waives the provisions of NYCESTA and that provides benefits comparable to those under the NYCESTA. Please review the applicable CBA for more information on sick leave.

b. Full-time faculty should consult with the appropriate chairperson as to the applicable policy on sick leave.

c. Employees that do not perform at least 80 hours of work for the University within New York City should consult with the appropriate Human Resources (“HR”) Officer/HR Business Partner as to the applicable policy on sick leave.

Definitions

Year: For purposes of this policy, a year is the 12 month period running from the anniversary date of the employee’s first day of employment.

Continuous service: as defined this policy, includes continuous service as an employee of the University in any capacity, except that it does not include employment as a student employee. Continuous service includes leave time or other time off taken for any purpose recognized under University policy or applicable law, as well as any break in service recognized as continuous service under University policy or applicable law. Time of service is not counted more than once where an employee works contemporaneously in two or more positions with the University.

Family member:
  • Child: Biological, adopted, foster child, step child, legal ward, child of an employee standing in place of a parent
- Grandchild
- Spouse
- Registered domestic partner
- Parent (including step-parent)
- Grandparent
- Child or parent of an employee’s spouse or domestic partner
- Sibling (including a half, adopted or step sibling)

_Preventative medical care:_ Routine health care that includes screenings, checkups, and patient counseling to prevent illness, disease or other health problems.

**Use of Sick Time**

1. Sick leave can be used for one or more of the following purposes:
   a. The covered employee’s mental or physical illness, injury or health condition, or the covered employee’s elective surgery, including organ donations.
   b. The covered employee’s need for preventative medical care or for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition.
   c. The care of a covered employee’s family member: (i) who needs medical diagnosis, care, or treatment of an illness, injury, or health condition, (ii) who needs preventative medical care, or (iii) who has elective surgery, including organ donations.
   d. Closure of the University due to a public health emergency (as declared by the Commissioner of the New York City Department of Health and Mental Hygiene or the Mayor).
   e. The covered employee’s need to care for a child whose school or child care provider is closed due to a public health emergency.

- Unless otherwise indicated, a covered employee may use sick leave in increments of no less than 4 hours.

- A covered employee can use up to 42 hours (6 days) of sick leave in a year for the care of a family member (assuming the employee has such hours available).

- If a covered employee is transferred to another division or location of the University within New York City, the employee shall be allowed to retain and use all accrued sick leave. If a covered employee separates from the University and is rehired within 6 months of separation, previously accrued unused sick leave shall be reinstated, and the covered employee can use sick days immediately upon rehire.

- Note: If an absence is due to injury sustained while on the job, please also refer to the University’s [Workers’ Compensation policy](#).

**Full-Time Covered Employees’ Amount of Sick Time**
This section applies to full-time covered employees who are not student employees (hereinafter, “full-time covered employees”):

- Beginning on the first day of a full-time covered employee’s (i.e., employees scheduled to work at least 35 hours per week) employment, he or she will receive and can use up to 84 hours (12 days) of sick leave during the year.

- To calculate the sick leave available to a full-time covered employee during each subsequent year:
  - First, determine the maximum allowance of sick leave available to the employee based upon his or her years of continuous service:
    - At the start of his or her 2nd year of continuous service, a full-time covered employee is allotted 140 hours (20 days) of sick leave;
    - At the start of his or her 3rd, 4th, and 5th years of continuous service, a full-time covered employee is allotted 280 hours (40 days) of sick leave;
    - At the start of his or her 6th, 7th, and 8th years of continuous service, a full-time covered employee is allotted 420 hours (60 days) of sick leave;
    - At the start of his or her 9th and 10th years of continuous service, a full-time covered employee is allotted 560 hours (80 days) of sick leave; and
    - At the start of his or her 11th or more years of continuous service, a full-time covered employee is allotted 840 hours (120 days) of sick leave;
  - Second, subtract from the employee’s allowance the amount of sick leave he or she had used in the prior 12 month period on a rolling basis.

- If a full-time covered employee does not have at least 40 hours of sick leave available at the start of a given year, then the University will advance the balance of the time needed for the employee to have 40 hours of sick leave available at the start of the year.

- At no time will a covered employee not have at least 40 hours of sick leave available at the beginning of a given year and at no time can the employee receive or use more than the maximum allowance of sick leave available in a given year under this policy.

Example of sick leave calculation: A full-time covered employee begins his or her employment with the University on August 25, 2014 and utilizes 7 hours (1 day) of sick leave (on March 14, 2015) during his or her first year. Thus, on August 25, 2015 (at the start of the employee’s second year of employment), the employee will have 133 hours (19 days) of sick leave available. By March 14, 2016 (12 months since the employee took 7 hours (1 day) of sick leave), the employee will have a total of 140 hours (20 days) of sick leave available (assuming the employee has not taken any other sick days during the prior 12 months).

**Part-Time Covered Employees’ Amount of Sick Time**
This section applies to part-time covered employees who are not student employees (hereinafter, “part-time covered employees”):

A part-time covered employee (i.e., employees scheduled to work less than 35 hours per week) will receive and can use, at the start of his or her employment and each subsequent year of continuous service, a pro-rated share of the sick leave otherwise available to full-time covered employees.

To calculate the sick leave available to a part-time covered employee during each year of continuous service:

- First, divide the number of hours the employee works each week by 35 (i.e., the standard number of hours per week for a covered full-time employee);

- Second, multiply that number by the maximum allowance of hours of sick leave available to a full-time covered employee based upon his or her years of continuous service (as set forth above);

- Third, subtract from that number the amount of hours of sick leave he or she had used in the prior 12 month period on a rolling basis, as applicable.

If a part-time covered employee does not have at least 40 hours of sick leave available at the start of a year, then the University will provide or advance, as applicable, the balance of the time needed for the employee to have 40 hours of sick leave available at the start of the year.

Student Employees’ Amount of Sick Time

This section applies to student employees only:

At the start of each year of employment, a student employee will receive and can use up to 40 hours of sick leave during the year. Unused time does not carry over into the next year and, thus, at no time may a student employee use more than 40 hours of sick leave in a year.

Procedures for Using and Confirming Sick Leave

1. A covered employee is required to provide his or her supervisor with advance notice (of up to 7 days), orally and/or in writing, of the need to use sick leave for foreseeable reasons. If the need for sick leave is unforeseeable, the covered employee is required to provide his or her supervisor with notice as soon as practicable. Should a covered employee have any questions regarding these notification procedures, please contact his or her supervisor or the appropriate human resource officer.
2. A covered employee may be asked for a date on which he or she is cleared to return to work.

3. A covered employee may be required to provide his or her supervisor with oral and/or written confirmation that the employee took sick leave for a permissible purpose. The covered employee will not be required to disclose the details of his or her family member’s injury, illness, or condition that necessitated the use of sick leave, except as required by law. Unless otherwise indicated by a covered employee’s supervisor, an employee can confirm that he or she used sick leave for a permissible purpose by logging into MyTime and selecting the reason for such use.

4. A covered employee may be required to provide documentation from a licensed health care professional concerning the employee’s use of sick leave, if the employee used more than 3 consecutive workdays for sick time. The documentation can confirm: the need for the amount of sick leave used, and that sick leave was used for a permissible purpose. Should a covered employee fail to provide such documentation (if requested) within 7 days of returning to work, the University can take disciplinary action against the employee, up to and including termination.

5. If a covered employee’s use of sick leave has lasted 4 or more consecutive work days, please contact Liberty Mutual at 888-339-6830 as soon as practicable. In addition, if a covered employee’s sick leave is subject to the provisions of the Family and Medical Leave Act (FMLA), please also contact Liberty Mutual at the number above to request a leave certification.

**Miscellaneous**

1. When a covered employee uses sick leave under this policy, the University will pay the employee what he or she would have earned for the amount of time and the type of work he or she would have performed at the time the leave was taken. The University will maintain all benefits for the covered employee during the paid sick leave period on the same basis as coverage would have been provided had the employee been working during that time.

2. A covered employee will not be paid for any remaining sick leave balance upon separation from employment.

3. Sick leave may not be used during vacation (as the covered employee was not scheduled to work during that time).

4. A covered employee will not receive sick leave while out on an unpaid leave of absence. When a covered employee returns to work from an unpaid leave of absence, he or she will receive the amount of sick leave to which he or she is otherwise entitled under the terms and conditions of this Policy.
5. Sick leave will run concurrently with any other leave covered and taken under federal or state law or pursuant to University policy, including but not limited to FMLA leave.

6. If a holiday occurs while a covered employee is on paid sick leave, the holiday(s) will not count against his or her sick leave bank.

7. The misuse of sick leave afforded under this policy may result in discipline (up to and including dismissal).

8. A covered employee cannot be retaliated against for requesting or using sick leave in accordance with this policy. Retaliation includes any threat, discipline, discharge, demotion, suspension, or reduction in an employee’s hours, or any other adverse employment action against an employee who exercises or attempts to exercise any right guaranteed under the policy.

9. The University keeps and maintains records for at least 3 years documenting compliance with the requirements of the NYCESTA, including employment, payroll and timekeeping records. The University will keep these records confidential unless the covered employee permits the University to disclose them or disclosure is required by law.
FEDERAL FMLA POLICY AND PROCEDURE – NEW YORK CITY & DISTRICT OF COLUMBIA

New York University ("University") will provide unpaid, job-protected leave under the federal Family and Medical Leave Act ("FMLA") and applicable regulations to eligible employees working in New York City and the District of Columbia in accordance with the terms of this policy. As set forth below, this policy lays out the parameters for FMLA leave eligibility and entitlement, the process for requesting FMLA leave, and other procedures governing the use of FMLA leave.

FMLA LEAVE ELIGIBILITY

Subject to the conditions listed in items (a)-(c) below, employees are eligible for FMLA leave if they have been employed with the University for at least 12 months (whether in New York City or D.C.) and if they have worked for at least 1,250 hours (whether in New York City or D.C.) during the 12 month period immediately preceding commencement of the leave (hereinafter, "eligible employee").

- a. The 12 months of service with the University need not be consecutive months and time previously worked for the University may be used to meet the 12-month requirement. However, the University need not consider any period of previous employment occurring more than seven (7) years before the date of the employee’s most recent hire, unless the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement outlining the University’s intention to rehire the employee after the break in service.

- b. All periods of time worked during the 12-month period preceding commencement of leave count for purposes of meeting the "1,250 hours" requirement. Time taken for holidays, vacation, or leave is not considered work time except that an employee returning from his or her USERRA-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence due to or necessitated by USERRA-covered service.

- c. This policy does not apply to employees covered under a collective bargaining agreement where the CBA sets forth greater family and medical leave rights than the rights under this policy.

FMLA LEAVE ENTITLEMENT

An eligible employee may receive up to 12 workweeks (or the equivalent of 60 work days) of FMLA leave during a 12 month period (as defined below) for any one or combination of the following qualifying reasons:
- The birth of a son or daughter, and to care for a newborn child;
- The placement with the employee of a son or daughter for adoption or foster care;
- The care of an employee's spouse, son, daughter, or parent with a serious health condition;
- The employee's own serious health condition that renders the employee unable to perform his or her job duties; or
- For a qualifying exigency while the employee's spouse, son, daughter, or parent (the covered military member) is on covered active duty, or is on notice of an impending call or order to covered active duty status.

The 12 month period in which an eligible employee may take the FMLA leave described above is calculated on a "rolling" basis measured backward from the date the employee first uses such leave. That is, each time an employee takes such FMLA leave the remaining leave entitlement would be any balance of the 12 weeks of leave that had not been used during the immediately preceding 12 months.

In the event an employee and his/her spouse are both employees of the University, the spouses may only take to a combined total of 12 workweeks during a 12 month period for the birth and care of a newborn child, placement of a child in adoptive or foster care, or care for a parent with a serious health condition.

Leave for the birth and care of a newborn child, or placement of a child in adoptive or foster care, must conclude within 12 months of the birth or placement.

**MILITARY CAREGIVER FMLA LEAVE ENTITLEMENT**

An eligible employee may receive up to 26 workweeks of FMLA leave during a 12 month period (as defined below) to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member (hereinafter, “military caregiver leave”).

The 12 month period in which an eligible employee may take military caregiver leave is measured on a forward going basis, beginning on the first day the employee takes such leave and ending 12 months after that date.

Please note that an eligible employee may take no more than a combined total of 26 work weeks of leave for any FMLA-qualifying reason during a 12 month period and, during that period, the employee may not take more than 12 workweeks for FMLA leave that has not been designated as military caregiver leave.

In the event an employee and his/her spouse are both employees of the University, the spouses may only take to a combined total of 26 workweeks during a 12 month period for the birth and
care of a newborn child, placement of a child in adoptive or foster care, care for the child after placement, care for a parent with a serious health condition, or care for a covered service member with a serious injury or illness.

**INTERMITTENT OR REDUCED FMLA LEAVE**

An eligible employee may take intermittent (in blocks of time) or reduced FMLA leave under the following circumstances:

- for an employee’s own serious health condition, to care for a spouse, parent, son or daughter with a serious health condition, or to care for a covered service member’s serious injury or illness, where there is a medical need for such leave that can be best accommodated through an intermittent or reduced schedule;

- when medically necessary for planned and/or unanticipated medical treatment of a serious health condition or a covered service member’s serious injury or illness, or for recovery from treatment, a serious health condition, or a covered service member’s injury or illness;

- to provide care or psychological comfort to a covered family member with a serious health condition or to a covered service member with a serious injury or illness; or

- for a qualifying exigency (as that term is defined above).

The University will account for intermittent or reduced leave using increments no greater than the shortest period of time that the University uses to account for use of other forms of leaves (within the employee's classification group) provided that the increment is not greater than one hour and that the employee’s FMLA leave entitlement may not be reduced by more than the amount of leave actually taken.

Employees who require intermittent or reduced schedule leave for a planned medical treatment should make a reasonable effort to schedule their leave to minimize disruption of their department's operations.

During any period of intermittent leave or reduced schedule, the University reserves the right to transfer the employee to an alternative position, with equivalent pay and benefits, for which the employee is qualified and which may better accommodate the periods of leave than the employee's regular position.

**THE PROCESS FOR REQUESTING FMLA LEAVE**

1. Where the need for FMLA leave is foreseeable, the employee shall inform Liberty Mutual (the University’s FMLA administrator) and his or her supervisor of the need for leave at least 30 days before the leave is scheduled to begin, where practicable. Where the need for leave is unforeseeable, the employee shall inform Liberty Mutual and his or her supervisor as soon as practicable.
2. When an employee requests FMLA leave, or when the University acquires knowledge that an employee’s leave may be for an FMLA-qualifying reason, the employee shall be notified within 5 business days, absent extenuating circumstances, whether she or he is eligible for FMLA leave. If eligible, the employee will be provided with his or her Notice of Eligibility and FMLA Rights and Responsibilities, as well as any required certification.

3. If certification is required, the employee must provide a completed certification to Liberty Mutual within 30 calendar days of the request for certification. As appropriate, the employee may be required to furnish certification from a health care provider for the employee’s leave to care for the employee’s covered family member with a serious health condition, or due to the employee’s own serious health condition that renders him or her unable to perform or more of the essential functions of the position, or to furnish certification for leave because of a qualifying exigency or to care for a covered servicemember with a serious injury or illness. The contents of the certifications must be in accordance with the FMLA. Where a certification by a foreign health care provider is in a language other than English, the employee must provide Liberty Mutual with a written translation of the certification upon request. Failure to furnish the appropriate certification in a timely fashion may result in a delay or denial of an employee’s FMLA leave.

4. The employee may be required to correct any deficiencies in the certification within 7 days. Where the certification is for an employee’s serious health condition or for a family members’ serious health condition, the employee may be required to obtain a second medical opinion if the University doubts the validity of the certification, or to obtain a third medical opinion if the first and second opinions differ.

5. When the University has the information necessary to determine if leave is FMLA protected, within 5 business days, the employee must be notified whether the leave will be designated as FMLA leave and, if possible, how much leave will be counted against his or her FMLA entitlement. Note that the University may preliminarily designate absences for more than 3 consecutive days as FMLA Leave. If the University determines that the leave is not covered by the FMLA, the employee must be notified of that determination.

6. Recertification may be requested for the serious health condition of the employee or the employee’s family member no more frequently than every 30 days unless circumstances have changed significantly, or if the University receives information casting doubt on the reason given for the absence, or if the employee requests an extension of his or her leave.

**HEALTH BENEFITS**

Group health benefit coverage will be maintained on the same basis as coverage would have been provided had the employee been continuously employed during the FMLA leave period.

Any share of group health plan premiums which had been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.
If the employee's premium payment obligations under the applicable plan are not covered by the employee's paycheck, the employee must provide the University with a check or money order in the appropriate amount.

In the event that an employee fails to return from leave, he or she may be required to reimburse the University for any health insurance contributions made during any unpaid period of leave, in accordance with the FMLA.

**JOB RESTORATION AND FITNESS FOR DUTY CERTIFICATION**

1. Employees generally have the right to return to their position or a position of equivalent pay, benefits, and working conditions, upon completion of their FMLA leave.

2. An employee may be required to provide an acceptable fitness for duty certificate prior to reinstatement when the absence was caused by the employee’s serious health condition. Failure to provide such certification, or failure to return to work as scheduled after the exhaustion of FMLA leave, may result in a denial of job reinstatement or termination from employment.

3. In circumstances where the employee would not have been employed at the time reinstatement is requested, regardless of FMLA status, due to reorganization, reduction in force, or if the employee was a "key employee" and reinstatement would cause "substantial and grievous economic injury" to the University, the employee is not entitled to job restoration.

**FMLA AND OTHER UNIVERSITY LEAVES**

FMLA leave runs concurrently with leave taken under the D.C. Family and Medical Leave Act ("D.C. FMLA") or any other applicable laws or University policies. For the University’s policy on the D.C. FMLA, please refer to the document entitled, “D.C. FMLA Policy and Procedure.”

- Employees taking FMLA leave for their own or a family member’s serious health condition must first use any available sick leave concurrently with leave taken under the FMLA. On exhaustion of the employee's available sick leave, the employee must then use all available personal, vacation, and holiday leave time concurrently with leave taken under the FMLA.

- Employees on FMLA leave for any reason authorized under this policy other than their own or family member’s serious health condition must first use all available accrued personal, vacation, and holiday leave time concurrently with leave taken under the FMLA.

- If the employee is unable to return to work upon the exhaustion of his or her FMLA leave the employee may request a leave of absence, pursue disability options, or seek an accommodation, as appropriate. At no point shall any continued leave be counted as FMLA leave unless and until the employee again satisfies the eligibility requirements.
Note that when a holiday falls during a week in which an employee is taking the full week of FMLA leave, the entire week is counted as FMLA leave. However, when a holiday falls during a week when an employee is taking less than the full week of FMLA leave, the holiday is not counted as FMLA leave, unless the employee was scheduled and expected to work on the holiday and used FMLA leave for that day.

**DEFINITIONS**

*All definitions set forth in this section are to be read in accordance with the FMLA and applicable regulations.*

*Adoption* means legally and permanently assuming the responsibility of raising a child as one's own. The source of an adopted child (e.g., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for FMLA leave.

*Covered Active Duty* for members of a regular component of the Armed Forces means duty during deployment of the member of the Armed Forces to a foreign country. For members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves), the term means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation, as defined under applicable law.

*Covered Service Member* means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious illness, or a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

Outpatient Status with respect to a covered service member, means the status of a member of the Armed Forces assigned to:

a. a military medical treatment facility as an outpatient; or

b. a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

*Foster care* is 24-hour care for children in substitution for, and away from, their parents or guardian. Such placement is made by or with the agreement of the State as a result of a voluntary agreement between the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves agreement between the State and foster family that the foster family will take care of the child. Although foster care may be with relatives of the child, State action is involved in the removal of the child from parental custody.

*Health Care Provider* includes, as defined by the FMLA, the following professionals:
a. doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices,
b. podiatrist,
c. dentist,
d. clinical psychologist,
e. optometrist,
f. chiropractor,
g. nurse practitioner,
h. nurse-midwife,
i. physician assistant,
j. Christian Scientist practitioner,
k. clinical social worker, or
l. any other persons determined by the United States Secretary of Labor to be capable of providing health care services.

Key Employee means a salaried FMLA-eligible employee who is paid in the highest 10% of all employees employed by the University within 75 miles of the employee’s worksite.

Leave because of a qualifying exigency applies where the employee's spouse, son, daughter, or parent (the "covered military member") is on covered active duty or called to covered active duty status for one or more of the following qualifying exigencies as defined under the FMLA:
1. Short-notice deployment
2. Military events and related activities
3. Childcare and school activities
4. Financial and legal arrangements
5. Counseling
6. Rest and Recuperation
7. Post Deployment activities
8. Parental Care
9. Additional activities

Next of kin of a covered service member means the nearest blood relative other than the covered service member's spouse, parent, son or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin.

Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter as defined below. This term does not include parents "in law."
**Parent of a covered service member** means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."

**Serious health condition** means an illness, injury, impairment or physical or mental condition that involves any one of the following:

a. Inpatient care for an overnight stay in a hospital, hospice or residential medical care facility, or any subsequent treatment in connection with such inpatient care.

b. Continuing treatment by a health care provider for any one of the following:

   i. A period of incapacity for more than three consecutive, full calendar days and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

      aa. Treatment two or more times by a health care provider (or agent thereof as defined by the FMLA) within 30 days of the first incapacity, unless extenuating circumstances exist or,

      bb. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the provider.

   ii. A period of incapacity due to pregnancy or for prenatal care.

   iii. A period of incapacity or treatment due to a chronic serious health condition, which:

      aa. Requires periodic visits (defined as at least twice a year) for treatment by a health care provider (or agent thereof as defined by the FMLA),

      bb. Continues over an extended period of time, and

      cc: May cause episodic rather than continuing periods of incapacity.

e. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Examples include: Alzheimer's, a severe stroke or terminal stages of a disease.

f. A period of absence to receive multiple treatments by a health care provider or by the provider of healthcare services under orders of or on referral by a health care provider, either for restorative surgery after an accident or injury, or for a condition that would likely result in a period of incapacity for more than three consecutive calendar days in the
absence of medical intervention or treatment, such as cancer, severe arthritis or kidney disease.

g. Absences attributable to incapacity under paragraph (b)(ii)-(iii) of this section qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive, full calendar days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

Note: Unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition. Mental illness or allergies may be serious health conditions, but only if all the conditions of this section are met.

**Serious Injury or Illness for a Service Member.**

- In the case of a member of the Armed Forces including a member of the National Guard or Reserves, means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

- In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

  (i) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

  (ii) A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

  (iii) A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent
treatment; or

(iv) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

(1) "Incapable of self-care" means that the individual requires active assistance or supervision to provide daily self-care in three or more of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

(2) "Physical or mental disability" means a physical or mental impairment that substantially limits one or more of the major life activities of an individual, as defined by applicable law and regulations.

(3) Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

Son or daughter of a covered service member means the service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the service member stood in loco parentis, and who is of any age.

Son or daughter on active duty or call to active duty status means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty status, and who is of any age.

Spouse means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a State that recognizes such marriages; or (2) if entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State. State means any State of the United States or the District of Columbia or any Territory or possession of the United States.