HEALTHCARE PROFESSIONALS WHO VOLUNTEER TO FIGHT THE EBOLA VIRUS OVERSEAS POLICY AND PROCEDURE – NEW YORK

In accordance with New York Labor Law § 202-m and the terms of this Policy, New York University (“University”) will provide covered employees working in New York with unpaid leave to “volunteer” to “fight Ebola” overseas without adverse employment consequences. The provisions below set forth the coverage of this Policy, the requirements for requesting and using leave, and other protections afforded to covered employees.

COVERAGE

Subject to the terms and conditions set forth below, this Policy applies to any “healthcare professional” who works as an employee for the University in the State of New York (hereinafter, “covered employees”).

DEFINITIONS

“Fight Ebola” means to serve as a healthcare professional in a country classified as having widespread transmission of the Ebola virus disease by the Centers for Disease Control and Prevention of the United States Department of Health and Human Services.

“Healthcare professional” means a licensed physician, physician assistant, nurse practitioner, or registered professional nurse, all as defined by applicable law, as well as any other healthcare professions as determined by the New York State commissioner for labor.

“Volunteer” means to freely offer services (without regard to compensation) to fight Ebola.

LEAVE ENTITLEMENT

The University shall grant a covered employee’s request for leave to volunteer to fight Ebola, unless the employee’s absence imposes an undue hardship on the University’s business or operations. Absent undue hardship, the duration of the leave shall cover the full time period of time requested by the employee, which shall include travel time, service volunteering to fight Ebola, and a reasonable period of rest and recovery, as well as any additional period of time in which the employee becomes subject to a mandatory quarantine period imposed at the end of the employee's voluntary service to fight Ebola.

If the University determines that the full period of time requested by a covered employee would constitute an undue hardship, the University and employee shall work together to determine whether there is a shorter period of time that would not constitute an undue hardship but still allow the employee to volunteer to fight Ebola. If the University and the employee agree on a shorter period, that shall be the duration of the leave afforded under this Policy; if they are unable to agree on a shorter period, the leave shall be deemed denied.
REQUESTING LEAVE

A covered employee's request for a leave under this Policy shall be made, in writing, to his or her supervisor at least twenty-one (21) days prior to the employee's proposed start date of such leave.

The employee's request shall, at a minimum:

➢ identify the duration of leave sought, including the anticipated start and end dates of the volunteer service, together with any additional time sought for transportation and for rest prior to returning to work;

➢ identify the service to be volunteered, including the country and the organization with whom the employee will be volunteering; and

➢ certify that such service constitutes volunteering to fight Ebola within the meaning of this Policy and applicable law.

NOTARIZATION

Upon request, a covered employee who has been granted leave under this Policy shall provide his or her supervisor with a notarized statement from the organization or entity with whom the employee will be volunteering. The statement shall:

➢ identify the anticipated start and end dates of the volunteer service and the terms of service, including any compensation and benefits to be provided;

➢ identify the service to be volunteered, including the country and the organization with whom the employee will be volunteering; and

➢ certify that such service constitutes volunteering to fight Ebola within the meaning of this Policy and applicable law.

CONTINUATION OF BENEFITS & JOB RESTORATION

Leave granted under this Policy shall be unpaid, unless a covered employee requests that such time, or a portion thereof, be counted as paid leave (where the employee has paid leave available to him or her).

A covered employee shall be entitled to participate in insurance or other benefits offered by the University pursuant to established rules and practices relating to employees on furlough or leave in effect with the University at the time such employee made the request to take leave under this Policy.

A covered employee who takes leave under this Policy shall be restored at the completion of such leave to the same or comparable position without loss of seniority.

BILL OF RIGHTS
A healthcare professional who volunteers to fight Ebola is protected by existing state laws that prohibit discrimination on the basis of an actual or perceived disability. Upon return from fighting Ebola overseas, a covered employee will be provided with a bill of rights outlining these existing anti-discrimination laws in the form of the University’s Non-Discrimination and Anti-Harassment Policy and Complaint Procedures for Employees and a copy of the pertinent provisions of the New York State Human Rights Law.

**ANTI-RETALIATION**

The University shall not retaliate against a covered employee for requesting or obtaining a leave of absence pursuant to this Policy.

**OTHER UNIVERSITY POLICIES**

Nothing set forth in this Policy shall:

- affect or prevent the University from providing leave under this Policy in addition to leave allowed under any other provision of law;

- affect a covered employee's rights with respect to any other employee benefit provided by law, rule or regulation; or

- impede, infringe, or diminish the rights and benefits that accrue to employees through a bona fide collective bargaining agreement, or otherwise diminish the integrity of an existing collective bargaining agreement.

As noted above, a covered employee may elect to use any applicable paid leave for which he or she is eligible under University policy for the purpose of volunteering to fight Ebola, and such paid leave will run concurrently with the leave afforded under this Policy.