

New York University

UNIVERSITY POLICIES

Title: Notice and Severance Pay Policy – New York, District of Columbia, & California
Effective Date: February 26, 2019
Supersedes: January 24, 2017
Issuing Authority: Executive Vice President
Responsible Officer: Human Resources

Statement of Policy

This Policy on Notice and Severance Pay applies to covered employees of New York University in New York, Washington, D.C., and California (collectively, “the University”). In accordance with the terms and conditions set forth below, employees covered under this policy are eligible to receive notice prior to the separation of their employment from the University (or pay in lieu of notice) and/or severance pay.

To Whom the Policy Applies

An Administrator or Professional is a “covered employee” under this policy unless his or her employment is separated by way of:

- (a) resignation;
- (b) discharge for cause (including poor job performance or misconduct);
- (c) disability covered by worker’s compensation or applicable state disability insurance;
- (d) retirement;
- (e) a University function or service being contracted, assigned or otherwise transferred to another entity and, to continue that function or service, the employee is offered employment by the other entity within thirty (30) days of contract, assignment or transfer, provided that the employee receives a substantially similar salary (compensation); or
- (f) the employee’s appointment with the University ending on the fixed term end date set forth in his or her appointment letter.

A Professional Research Staff member is not a “covered employee” under this policy unless his or her appointment is ended by the University (1) before the fixed term end date set forth in his or her appointment letter, or (2) where the appointment letter did not contain a fixed term end date, provided that in either case his or her separation is not for any of the reasons set forth in (a)-(f) above.

Bargaining Unit Employees. Regarding NYU-NY, University employees subject to a collective bargaining agreement (“CBA”) are not “covered employees” under this policy when serving in

their capacity as bargaining unit employees. Such employees should review the applicable CBA for any applicable policies on notice or severance pay.

Faculty. Faculty are not “covered employees” under this policy when serving in their capacity as faculty. Faculty should review the faculty handbook and/or school policy for any applicable policies on notice or severance pay.

Policy and Procedures

Notice

Subject to the coverage provisions and conditions set forth in this policy, a covered employee who has successfully completed his or her probationary period with the University by the date of his or her separation from the University is eligible to receive:

- four weeks’ notice (or pay in lieu of notice equal to four weeks base pay, less deductions permitted or required by law) prior to his or her separation date where the covered employee has fewer than 10 full years of continuous service with the University upon his or her separation date, or
- eight weeks’ notice (or pay in lieu of notice equal to eight weeks base pay, less deductions permitted or required by law) prior to his or her separation date if the covered employee has 10 or more full years of continuous service with the University upon his or her separation date.

Severance Pay

Subject to the coverage provisions and conditions set forth in this policy, a covered employee is eligible for the severance pay below, if on the date of his or her separation from the University, he or she is an Administrative or Professional covered employee and has completed at least one year of continuous service in that capacity, or he or she is a Professional Research Staff covered employee and has completed at least three years of continuous service in that capacity:

- one full week of severance, at his or her base pay, less deductions permitted or required by law, for each full year of continuous service with the University for the first 10 full years of service; and
- two full weeks of severance, at his or her base pay, less deductions permitted or required by law, for each full year of continuous service with the University starting with his or her 11th full year of service, up to a maximum of 52 weeks of total severance pay.

Conditions

1. “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.

2. "Continuous service with the University" includes service as an employee of the University in any capacity, except that it does not include employment as a student employee. Time of service is not counted more than once where an employee works contemporaneously in two or more positions with the University.
3. To be eligible to receive the severance pay afforded under this policy, a covered employee must also sign a separation agreement and general release satisfactory to the University.
4. Receipt of notice and/or severance pay under this policy does not affect a covered employee's eligibility for retiree benefits, as applicable.