MEMORANDUM OF UNDERSTANDING

between

THE STATE OF NEW YORK

and

THE NEW YORK STATE CORRECTION OFFICERS AND POLICE BENEVOLENT ASSOCIATION

NEW MOU signed 11/22/02

Regarding the Continued Impact of the Events of September 11, 2001 On Employee Vacation Use

1. The Memorandum of Understanding (MOU) between the State and NYSCOPBA that was executed on October 18, 2001 (a copy of which is attached) is hereby extended as described below. Employees who do not perform qualifying military service after the end of the pay period that includes October 1, 2002 are not eligible for this extension. Such employees who were eligible to earn Emergency Vacation Leave under the terms of the MOU executed on October 18, 2001 continue to be governed by the provisions of that MOU.

2. Employees are eligible for extended coverage as described herein if, due to the events of September 11, 2001, they:

   a. are, or continue to be, federally activated or activated by the Governor for military duty and perform such service at any time during the 26 pay periods immediately following the pay period that includes October 1, 2002; and

   b. are identified by the appointing authority as performing such military duty for a period of time, which prevents the employee from liquidating vacation credits over 40 days prior to the date on which they would be forfeited.

3. Commencing with the pay period immediately following the pay period that includes October 1, 2002 eligible employees who have vacation credits in excess of the maximum provided by Article 14.1(e) of the 1999-2003 State/NYSCOPBA Agreement due to denial of a vacation request in accordance with that Article shall record such time in a separate category called Emergency Vacation. For the purpose of this Memorandum, eligible employees on ordered military duty in connection with the events of September 11, 2001 who did not have the opportunity to have a vacation request denied shall be treated as though a request for vacation had been denied in accordance with Article 14.1(e) of that Agreement.

4. All vacation credits earned through the last day of the pay period that includes October 1, 2003 will be added to an eligible employee's Emergency Vacation category whenever that employee's accrued vacation credits exceed the vacation maximum as defined in the contract article referenced above.

5. Regardless of the year(s) in which Emergency Vacation is earned, the Emergency Vacation category will have a maximum cap of fifty (50) days.

6. So long as employees remain eligible, all vacation credits charged through the last day of the pay period that includes October 1, 2003 will be charged against the Emergency Vacation category first until these credits are exhausted and then against regular vacation. Beginning in the following pay period the category charged will be at the employee's option.

7. Effective as of the pay period following the pay period which includes October 1, 2003 eligible employees will resume earning regular vacation. At that point, contract provisions regarding vacation credit maximums will apply to regular vacation and, in order to exceed the 40 day regular vacation maximum, an employee must have a vacation request denied in accordance with Article 14.1(e) of the 1999-2003 State/NYSCOPBA Agreement. Eligible employees who exceed the regular vacation maximum on October 1, 2004 will forfeit regular vacation in excess of the maximum on that date.

8. Any Emergency Vacation balance credited to an employee eligible for coverage under this agreement, regardless of whether it was earned pursuant to the MOU executed on October 18, 2001 or the terms of this agreement, may be carried through September 30, 2004. Any Emergency Vacation balances remaining on October 1, 2004 will be forfeited.

9. Paragraphs three through eight will also apply to eligible employees who, due to denial of a vacation request in accordance with Article 14.1(e) of the 1999-2003 State/NYSCOPBA Agreement, first exceed contract maximums at any point during the 26 pay periods immediately following the pay period that includes October 1, 2002.

10. Eligible employees who are determined by the appointing authority to be no longer eligible to earn Emergency Vacation, and who are so notified, shall be permitted to maintain and charge any existing Emergency Vacation balances as agreed to herein, but shall not be allowed to add any additional vacation credits to their Emergency Vacation balances.

11. Except as herein provided, Emergency Vacation balances shall be treated as regular annual leave and vacation credits for all purposes including any contractual rights that eligible employees have regarding accrual and use of such time pursuant to the 1999-2003 State/NYSCOPBA Agreement.

12. The provisions of this Memorandum of Understanding shall not be grievable.

FOR THE STATE:

11/22/02

Governor's Office of Employee Relations — Date

FOR THE UNION:

Richard Hanson 11/22/02

New York State Correction Officer And Police Benevolent Assn. — Date

Daniel Stewart 11/22/02

New 11/22/02

MEMORANDUM OF UNDERSTANDING

between

THE STATE OF NEW YORK

and

NEW YORK STATE CORRECTION OFFICERS AND POLICE BENEVOLENT ASSOCIATION

This Memorandum of Understanding is entered into by the State of New York (hereinafter "the State") and the New York State Correction Officers and Police Benevolent Association (hereinafter "the Union"), representing employees in the Security Services Unit.

In response to the continuing need for State employees in the National Guard and Reserves to be federally activated or activated by the Governor for military service related to the events of September 11, 2001, the parties hereby agree as follows:

I. The term of the Memorandum of Understanding between the parties executed September 20, 2001 (a copy of which is attached) is extended through December 31, 2003, and the term of the Memorandum of Understanding between the parties executed April 11, 2002 (a copy of which is attached) providing for Training Leave at Reduced Pay is also extended through December 31, 2003.

The terms and conditions of both agreements shall remain intact except for the changes or points of clarification noted herein.

II. SUPPLEMENTAL MILITARY LEAVE

Employees shall continue to be eligible to receive Supplemental Military Leave through December 31, 2003. However, in no event, regardless of the number of times an employee is activated between September 11, 2001 and December 31, 2003, shall more than one such grant of Supplemental Military Leave be credited to any employee for activation related to the events of September 11, 2001.

III. LEAVE AT REDUCED PAY AND TRAINING LEAVE AT REDUCED PAY

A. Employees shall continue to be eligible to receive Leave at Reduced Pay through December 31, 2003.

B. Employees are eligible for Training Leave at Reduced Pay following (1) any active military service in calendar year 2003 that

is related to the events of September 11, 2001; and (2) exhaustion of their calendar year 2003 Military Leave entitlement under Section 242 of the New York State Military Law and any leave credits (other than sick leave) that they elect to use. During calendar year 2003 employees may use up to 30 calendar days or 22 workdays of Training Leave at Reduced Pay for any required military duty (including mandatory weekend and summer training or other activation) that is not related to the events of September 11, 2001.

C. Leave at Reduced Pay and Training Leave at Reduced Pay used in calendar year 2003 will be calculated in the following manner:

1. **For employees who utilized Leave at Reduced Pay or Training Leave at Reduced Pay prior to calendar year 2003**, the rate of reduced pay for either leave category at any point in 2003 shall be calculated as follows:

   a. **Those on Training Leave at Reduced Pay or Leave at Reduced Pay on January 1, 2003** shall have the calculation of reduced pay for either leave category based on State salary (base pay plus location pay plus geographic differential) as of January 1, 2003 reduced by the military pay rate used in calculating the most recent period in either reduced pay status prior to 2003.

   b. **For those whose first use of either reduced pay category in 2003 begins after January 1**, the rate of reduced pay shall be based on State salary (base pay plus location pay plus geographic differential) as of the last day in full pay status prior to first use of Leave at Reduced Pay or Training Leave at Reduced Pay in 2003 reduced by the military pay rate used in calculating the most recent period in either reduced pay status prior to 2003.

2. **For employees who have not utilized Leave at Reduced Pay or Training Leave at Reduced Pay prior to calendar year 2003**, the rate of reduced pay for either leave category at any point in 2003 shall be calculated as follows:

   The rate of reduced pay shall be based on State salary (base pay plus location pay plus geographic differential) as of the last day in full pay status prior to first use of Leave at Reduced Pay or Training Leave at Reduced Pay reduced by military pay (defined as base pay plus housing and food allowances) as of

the first day in Leave at Reduced Pay or Training Leave at Reduced Pay status.

3. For all employees covered by sections (1) and (2) above, the rate of reduced pay calculated for first use of Leave at Reduced Pay or Training Leave at Reduced Pay in 2003 shall be used for any subsequent period of leave under either category in 2003.

D. Leave accruals for employees eligible for both Leave at Reduced Pay and Training Leave at Reduced Pay have not changed but are clarified as follows: employees will be credited with vacation bonus days and personal leave days they otherwise would have received on their vacation and personal leave anniversary dates, should said dates occur during this leave. However, such employees will not be eligible to (1) earn bi-weekly vacation and sick leave accruals for any pay period in which they are not in full pay status for at least seven out of ten days; or (2) receive credit for holidays that fall during a period of Leave at Reduced Pay or Training Leave at Reduced Pay.

IV. HEALTH INSURANCE COVERAGE

Effective September 11, 2002, the provisions of Article 12.2 (b) of the 1999-2003 State/New York State Correction Officers and Police Benevolent Association Agreement shall be extended beyond the negotiated 12-month limit for an employee who continues to be federally activated or activated by the Governor for military service in connection with the events of September 11, 2001.

Contribution free health insurance coverage that has been extended beyond the 12-month limit by this Memorandum of Understanding will end at such time as the employee's active duty is terminated, the employee returns to State employment, or December 31, 2003, whichever occurs first.

V. The provisions of this agreement shall not apply to those employees who have voluntarily separated from State service or who are terminated for cause.

FOR THE STATE:

11/22/02

Governor's Office of Employee Relations — Date

FOR THE UNION:

Richard Faveron 11/22/02

New York State Correction Officers and Police Benevolent Association — Date

David Stuart 11/22/02