

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.

It has been the policy of New York State to support its employees in the National Guard and Reserves who are federally activated or activated by the Governor for military service related to the war on terror. In light of the continuing war on terror, including military action in Iraq, the parties hereby agree on the following measures to protect State employees activated for military duty in any aspect of that campaign:

- I. The term of the Memorandum of Understanding between the parties executed November 10, 2009 (a copy of which is attached) is extended through December 31, 2011.

The terms and conditions of that agreement 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, 2011. However, in no event, regardless of the number of times an employee is activated between September 11, 2001 and December 31, 2011, shall more than one such grant of Supplemental Military Leave (i.e., a total of 22 workdays or 30 calendar days) be credited to any employee for activation related to the war on terror.

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

- A. Upon exhaustion of paid Military Leave under Section 242 of the New York State Military Law and any leave credits (other than sick leave) that they elect to use, employees shall continue to be eligible to receive Leave at Reduced Pay through December 31, 2011.

- B. Employees are eligible for Training Leave at Reduced Pay in calendar year 2011 following (1) any active military service in calendar year 2011 that is related to the war on terror; and (2) exhaustion of their calendar year 2011 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 2011, 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 war on terror.
- C. Leave at Reduced Pay and Training Leave at Reduced Pay used in calendar year 2011 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 2011, the rate of reduced pay for the first use of either leave category at any point between January 1, 2011 and December 31, 2011 shall be calculated as follows:
 - a. Those on Training Leave at Reduced Pay or Leave at Reduced Pay on January 1, 2011 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, 2011 reduced by the military pay rate used in calculating the most recent period in either reduced pay status prior to 2011.
 - b. For those whose first use of either reduced pay category occurs between January 2, 2011 and December 31, 2011, 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 after January 1, 2011 reduced by the military pay rate used in calculating the most recent period in either reduced pay status prior to 2011.
 2. For employees who have not utilized Leave at Reduced Pay or Training Leave at Reduced Pay prior to calendar year 2011, the rate of reduced pay for the first use of either leave category at any point between January 1, 2011 and December 31, 2011 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 2011 shall be used for any subsequent period of leave under either category in 2011. There shall be no recalculation of this rate of reduced pay for any reason.
- 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

The provisions of Article 12.2(2)(a) of the 2007-09 State/New York State Correction Officers and Police Benevolent Association agreements shall be extended beyond the negotiated 12-month limit for an employee who continues to be or who will be federally activated or activated by the Governor for military service any time on or after September 11, 2001.

Contribution-free dependent health insurance coverage that has been extended beyond the 12-month limit will end at such time as the employee returns to pay status, or fails to resume State employment in a timely fashion, or December 31, 2011, whichever occurs first.

V. POST-ACTIVATION BENEFITS

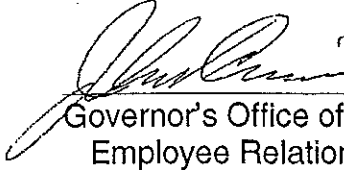
Pursuant to provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Section 243 of the New York State Military Law, eligible employees who have been absent from work to perform ordered military duty for more than 180 consecutive calendar days have up to 90 calendar days from the date of discharge from active duty (hereafter "post-discharge period") to notify their agency that they are ready to return to work.

For employees in the National Guard or reserves who are discharged during 2011 from qualifying military duty (i.e., greater than 180 consecutive calendar days) related to the war on terror, the State and Union hereby agree that the following provisions will govern treatment of employees during this post-discharge period in connection with military service related to the war on terror:

- A. During a post-discharge period in connection with military service related to the war on terror, requests to use appropriate leave credits (credits other than sick leave) shall not be denied by the appointing authority.
- B. During the post-discharge period, if executive branch employees serving in the reserves or National Guard are not receiving pay from any State agency by virtue of working, charging leave credits or being in any paid leave status, the State shall provide contribution-free health insurance coverage for them and their covered dependents. Accordingly, employees will be responsible for employee share contributions for any period of time they are in pay status as a result of utilizing paid leave benefits during the post-discharge period.
- C. During the post-discharge period, employees serving in the reserves or National Guard who receive orders for military duty are entitled to all benefits provided by Section 242 of the New York State Military Law and any special military benefits negotiated with our employee unions to the extent that such benefits are applicable.
- D. Employees who furnish their agency with orders for military duty that occurs during this post-discharge period shall be placed in appropriate paid military leave status to the extent that these orders conflict with their regular work schedule. This applies to such employees regardless of whether or not they are charging leave credits during their absence from work during this post-discharge period. For the purposes of this Agreement, "regular work schedule" shall be defined as an employee's schedule immediately prior to the period of military service that entitled him or her to the post-discharge period in question.
- E. Following completion of any ordered military duty that commences during such post-discharge period and which ends prior to the exhaustion of that period, the employee shall be returned to his/her prior leave status until the expiration of that post-discharge period, unless the employee elects to return to work sooner. The dates of the post-discharge period shall not be altered by virtue of utilizing the benefits provided in this Agreement.

VI. 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:



Governor's Office of
Employee Relations

4/29/10
Date

FOR THE UNION:



New York State Correction
Officers and Police
Benevolent Association

01 DEC 10
Date

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE
ATTENDANCE AND LEAVE MANUAL
ADVISORY MEMORANDUM 2011-01

Section 21.12

January 2011

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To: Manual Recipients

From: Blaine Ryan-Lynch
Director of Staffing Services

Subject: Memoranda of Understanding on Extension of Special Military Benefits and Post-Discharge Benefits through December 31, 2011

The Governor's Office of Employee Relations has signed Memoranda of Understanding with the Civil Service Employees Association, Council 82, District Council 37, NYS Correctional Officers and Police Benevolent Association, Agency Law Enforcement Services, Public Employees Federation, and United University Professions, extending current special military benefits for service in connection with the war on terror, and certain benefits in connection with return from military duty for duty related to the war on terror that exceeds 180 days' duration through December 31, 2011. The same benefits provided in these MOUs are extended to M/C employees.

Provisions of the MOUs are not grievable.

The existing special military benefits extended under these MOUs are administered in accordance with previously issued memoranda.

Agencies should consult the following memoranda to ensure proper administration of these benefits:

Memo	Date	Subject
General Information Bulletin 2001-04	September 2001	Special Military Benefits for State Employees Activated in Connection with the Events of September 11, 2001
Advisory Memo 2001-06	September 2001	Special Military Leave for Employees Activated in Connection with the Events of September 11, 2001
Advisory Memo 2002-01	March 2002	Frequently Asked Questions about Special Military Leave in Connection with the Events of September 11th

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Advisory Memo 2002-03	May 2002	Training Leave at Reduced Pay For Military Duty Not Related to the Events of September 11th and Extension of Special Military Leave in Connection With the Events of September 11th
Advisory Memo 2004-01	April 2004	Clarification of Special Military Leave Benefits
Advisory Memo 2007-01	January 2007	Memoranda of Understanding on Extension of Special Military Benefits and New Post-Discharge Benefits

Questions concerning these benefits should be directed to the Attendance and Leave Unit of this Department at (518) 457-2295.

ATTENDANCE AND LEAVE MANUAL
ADVISORY MEMORANDUM NO. 2011-01
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AM 2002-03	Training Leave at Reduced Pay for Military Duty Not Related to the Events of September 11th and Extension of Special Military Leave in Connection With the Events of September 11th
AM 2004-01	Clarification of Special Military Leave Benefits
AM 2007-01	Memoranda of Understanding on Extension of Special Military Benefits and New Post-Discharge Benefits

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