

MEMORANDUM OF UNDERSTANDING

between

THE STATE OF NEW YORK

and

COUNCIL 82, AFSCME, AFL-CIO

This Memorandum of Understanding is entered into by the State of New York (hereinafter "the State") and Council 82, AFSCME, AFL-CIO (hereinafter "the Union"), representing employees in the Security Supervisors and Agency Law Enforcement Services Units.

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 October 19, 2004 (a copy of which is attached) is extended through December 31, 2007.

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, 2007. However, in no event, regardless of the number of times an employee is activated between September 11, 2001 and December 31, 2007, 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, 2007.

- B. Employees are eligible for Training Leave at Reduced Pay in calendar year 2007 following (1) any active military service in calendar year 2007 that is related to the war on terror; and (2) exhaustion of their calendar year 2007 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 2007, 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 2007 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 2007, the rate of reduced pay for the first use of either leave category at any point between January 1, 2007 and December 31, 2007 shall be calculated as follows:
 - a. Those on Training Leave at Reduced Pay or Leave at Reduced Pay on January 1, 2007 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, 2007 reduced by the military pay rate used in calculating the most recent period in either reduced pay status prior to 2007.
 - b. For those whose first use of either reduced pay category occurs between January 2, 2007 and December 31, 2007, 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, 2007 reduced by the military pay rate used in calculating the most recent period in either reduced pay status prior to 2007.
 2. For employees who have not utilized Leave at Reduced Pay or Training Leave at Reduced Pay prior to calendar year 2007, the rate of reduced pay for the first use of either leave category at any point between January 1, 2007 and December 31, 2007 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 2007 shall be used for any subsequent period of leave under either category in 2007. 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 9.17(c) of the 2003-07 State/Council 82, AFSCME, AFL-CIO 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, 2007, whichever occurs first.

V. POST-ACTIVATION BENEFITS

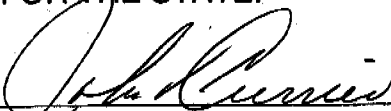
Pursuant to provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Section 243 of the New York State Military Law, eligible employees who have been absent from work to perform ordered military duty for more than 180 consecutive calendar days have up to 90 calendar days 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 2007 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.

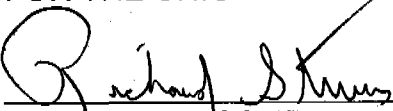
FOR THE STATE:



Governor's Office of
Employee Relations

10/25/06
Date

FOR THE UNION:



Council 82, AFSCME
AFL-CIO

10/26/06
Date