

ENROLLMENT IN THE EXTENDED MILITARY BENEFITS PROGRAM

1. I have been provided information regarding the New Extended Military Benefits Program (“EMBP”), and the Memorandum from Martha K. Hirst to Members of the National Guard and Reserves dated July 24, 2008.
2. I have read the attached “Terms of the Extended Military Benefits Program” (“Terms of the EMBP”) which explains the benefits and consequences of participating in the EMBP and the consequences of declining to participate.
3. I have been advised that there may be financial and/or tax consequences for me and/or my family if I participate in the EMBP both while I am serving on Ordered Military Duty and upon my return from such duty, and I have been advised to consult with tax, financial and/or legal advisors when considering whether to participate in this program.
4. I understand that, in participating in the EMBP, I will, during my Period of Coverage (as that term is defined in the Terms of the EMBP), continue to receive the difference between my City salary and my military pay, if my military pay is less than my City salary.
5. I understand that my eligibility to participate in the EMBP ceases upon the expiration of my Period of Coverage, and therefore, I am not entitled to receive any of my City salary after my Period of Coverage has expired and before I return to work. (See Paragraph (10).) I agree to notify the appropriate agency representative (as identified by my agency) no later than the expiration of my Period of Coverage that such Period has expired. I will advise the agency representative how any continued absence (until my return to work) should be characterized by the agency; for example, using Leave Balances or placing me on leave without pay. I agree to reimburse, in full, any City salary I may receive after the expiration of my Period of Coverage, but before I return to work or any overpayments made in error.

Paragraphs (6) through (9): Repayment in the event of overpayment made in error and/or continuation in EMBP-DP beyond the Period of Coverage

6. I agree that upon my return to work after my Ordered Military Duty has ceased, I will cooperate with personnel in my agency with respect to entering a repayment plan for any City salary paid in error (and executing a form DP-2541: Employee Repayment Plan Selection and Agreement for EMBP Enrollees), if applicable, as specified in the Terms of the EMBP.
7. I understand and agree that in the event that I fail to cooperate with my agency’s efforts with respect to entering a repayment plan and/or executing a form DP-2541: Employee Repayment Plan Selection and Agreement for EMBP Enrollees, if applicable, my agency is authorized to commence payroll deductions of 7.5% of my base pay of City salary on the date of return to City service, whichever is later for the amount of my overpayment.
8. I agree that, except in the event that I am called to serve a subsequent term of Ordered Military Duty, I shall fully reimburse any overpayments received as per the Terms of the EMBP.
9. I agree that this obligation to make full reimbursement to the City pursuant to this agreement continues even in the event that I transfer to another City agency or in the event I resign, retire or am otherwise separated from City service. Further, I agree that upon separation from City service, I will repay any remaining balance of any amount owed pursuant to the Terms of the EMBP.

10. I have been advised that although I am required to contact my agency for the purposes of the EMBP in the manner specified in Paragraph (5) above, the federal Uniformed Services Employment and Reemployment Rights Act (“USERRA”) may provide me with a longer period of time after my Ordered Military Duty ends before I am required to actually report back to work.

11. I will provide my military liaison officer with the information of my Contact Person in the USA. In the event that I am not reachable while I am serving overseas, my military liaison officer can contact my Contact Person. This person may be responsible for turning in my LESs and any other necessary documents or payments when I am unable to do so in order to ensure that my case will be handled in a timely and proper manner.

12. I agree that this agreement shall in no way limit the right of the City to exercise any other lawful remedy available to it to recover any amount not repaid by me in accordance with the repayment plan into which I enter with my agency.

13. I have read and considered the above-mentioned documents and factors, and do hereby agree to the Terms of the EMBP-DP.

Print Name

Signature

Date

Notary

**CONTACT INFORMATION FOR EMPLOYEES ON
THE EXTENDED MILITARY BENEFITS PROGRAM (EMBP)**

Employee Name: _____

Employee Identification/Reference Number: _____

Contact information while on EMBP (email address and phone number if available): _____

Contact Person (must be in the USA):

Name: _____

Address: _____

Phone: _____

Email: _____

I authorize my Contact Person to answer any/all question while I am on the EMBP program. This individual will have access to my military pay information while I am deployed and will be able to provide The City of New York with any required documentation or payments (i.e. health insurance premiums, Union dues, etc) on my behalf.

Signature

Date

Notary