NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
125 Worth Street, Room 514, New York, NY 10013 Tel: 212-788-3321 alan.aviles@nychhc.org
nyc.gov/hhc

Alan D. Aviles
President

OPERATING PROCEDURE 20-15*

LEAVE OF ABSENCE FOR MILITARY DUTY - STATUTORY ENTITLEMENT (Part I) and EXTENDED MILITARY BENEFITS PACKAGE (EMBP) (Part II)

TO: Distribution "D"

FROM: Alan D. Aviles

DATE: September 26, 2007

I. PURPOSE

(Part I) To set forth the policy and procedure for granting leaves of absence for military duty to employees in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and New York State Military Law, Article XI, Section 242. Under NY State Military Law, every qualified employee who is ordered to military duty is entitled to receive a **Statutory Entitlement** which provides him/her with his/her salary for a period not to exceed 22 normally scheduled work days, or 30 calendar days, whichever is greater, in any one calendar year or in any one deployment. Employees do not have to repay salaries earned during the statutory entitlement period.

(Part II) To establish the policy and procedure for granting the **Extended Military Benefits Package (EMBP)** to employees who were ordered to military duty after September 11, 2001. The EMBP is an elective benefits program, which provides additional employee benefits to those who were ordered to military duty after their statutory entitlement has expired. Under the EMBP, employees remain on payroll in active pay status for as long as their ordered military duty meets eligibility requirements. They receive their full HHC salaries and accrue annual leave and sick leave. They receive full health insurance benefits, and continue to have pension and welfare fund contributions made on their behalf. In return for these additional benefits, upon the conclusion of their military duty, employees who elect the EMBP must repay the Corporation an amount equal to the amount received in either their military base pay (pay exclusive of food & shelter allowances) or their HHC salary, whichever is less, for any days in excess of their statutory entitlement.

II. SCOPE

This policy and procedure is applicable to all employees of the Corporation.

*This Operating Procedure supersedes Operating Procedure 20-15 dated September 27, 2000 on Leave of Absence for Military Duty.

New York City Health and Hospitals Corporation

Operating Procedure 20-15
Leave of Absence for Military Duty –Statutory Entitlement – Part I
Extended Military Benefits Package (EMBP) – Part II

TABLE OF CONTENTS

TABLE OF CONTENTS (Continued)

(Part I)

III. POLICY: LEAVE OF ABSENCE FOR MILITARY DUTY STATUTORY ENTITLEMENT

A. An HHC employee is entitled to a leave of absence while engaged in the performance of "ordered military duty," while going to and returning from such duty, and where otherwise required by law.

B. As used in this policy and procedure, **"ordered military leave"** shall be defined as either:

1. Any military duty as a member of the organized militia of the State or of a reserve component of the armed forces of the United States, pursuant to orders issued by competent state or federal authority, with or without the consent of the employee; or,

2. Such duty, performed for a period or periods not exceeding a total of thirty (30) calendar days or twenty-two (22) normally scheduled workdays, whichever is greater in any one calendar year, regardless of whether such orders are or may be issued with the consent of the employee.

As used in this policy and procedure, a **"Covered Operation"** and **"Covered Military Duty"** shall mean Operation Enduring Freedom, Operation Iraqi Freedom, Operation Noble Eagle or operations specifically connected with Homeland Security. **"Ordered Military Duty"** shall mean military duty performed as a member of the organized militia or reserve forces or reserve components of the armed forces of the United States, as defined in Section 242(1)(b) of the New York State Military Law. **"Period of Coverage"** shall mean the period during which an employee called up for Ordered Military Duty for a Covered Operation receives his or her HHC salary under the terms of the EMBP.

C. According to New York State Military Law, Article XI, Section 242, an HHC employee shall be paid his/her salary while engaged in "ordered military duty," and while going to and returning from such duty. This **statutory entitlement** shall not exceed a total of **thirty (30) calendar days or twenty-two (22) normally scheduled workdays,** whichever is greater, in any one calendar year, or in any one continuous period of absence. **(Part II - Section IV. B -1a.)**

D. To the extent practicable, an employee's normal work schedule should be arranged to avoid conflicting with drills scheduled during the employee's working hours.

E. At the discretion of the Human Resources Director/Military Liaison Officer, and consistent with any applicable leave regulations, employees who have exhausted their statutory entitlement to be paid salary during a period or periods of authorized military leave may be granted, upon written request, use of accumulated annual leave and compensatory time balances during any additional period or periods of "ordered military duty" or may opt to receive their full salary under the **Extended Military Benefits Package (EMBP)** with a commitment to repay the lesser of military or HHC salary upon conclusion of their ordered military duty. Copies of such requests shall be maintained in each employee's Military Leave folder. **(Part II – Section IV. B - 1b.)**

IV. PROCEDURE

A. Each Human Resources Director shall designate a Military Liaison Officer. The Military Liaison Officer shall report to the Human Resources Director on all issues related to Military Leave. **(Part II, Section III – D)**

B. Military Liaison Officers must adhere to the following procedures:

1. A separate roster must be maintained of facility employees who are currently members of organized militia of the State or of the reserve components of the Armed Forces of the United States.

2. The roster must be organized by Reserve Unit and shall include the name, rank, service number, Social Security number and expiration date of current enlistment for each employee.

3. The Military Liaison Officer must obtain a copy of each employee-reservist's Entitlement Contract (non-commissioned), or Service Agreement (commissioned). This Contract/Agreement specifies the number of drills the employee is obligated to participate in, and the duration of the Contract/Agreement.

4. The Military Liaison Officer must obtain a copy of the employee-reservist's quarterly drill schedule. Quarterly drill schedules are based on the calendar year and are usually prepared two months in advance.

5. Employee-reservists who apply for leave to perform military duty that occurs on a date different from the date(s) set forth in the quarterly drill schedule must submit a copy of the order issued by competent State or Federal authority requiring such service. Changes in drill schedules without proper written orders signed by the Unit Commander are unacceptable.

6. If, in the judgment of the Military Liaison Officer and/or Human Resources Director, an employee-reservist is regularly volunteering to be ordered to duty at unscheduled times solely in order to manipulate and/or maximize absence from employment, to the detriment of the public interest, a request that the employee desist from this practice should be issued to the employee. If this request is unsuccessful, the matter should be brought to the attention of the appropriate military commander in an attempt to obtain a more satisfactory and mutually acceptable schedule of "ordered military duty" for the employee.

7. The Military Liaison Officer must obtain a Certificate of Attendance and/or Pay Voucher from each reserve member upon the employee's return from reserve duty. This document must be signed by the Military Unit Commander, or a designated representative, in order for payment of salary to be authorized.

8. If the employee fails to provide quarterly drill schedules, an Enlistment Contract/Service Agreement, and Certificates of Attendance/Pay Vouchers, the Military Liaison Officer shall inform the employee that payment of his/her salary for periods of ordered military duty will not be granted until all the required documents have been submitted.

9. The Military Liaison Officer shall notify all employee-reservists that, except where it is unreasonable to do so, military leave must be applied for as far in advance as possible.

10. The Military Liaison Officer must maintain a file on each employee-reservist's attendance record and requests for military leave. On each authorization for paid military leave, the Military Liaison Officer must affirm that all required documents have been received.

11. The Human Resources Directors will be responsible for training Military Liaison Officers on the procedures for calculating Military Leave balances. The Corporation may perform periodic audits to review how this policy is being applied.

12. The Director of Human Resources has the ultimate responsibility in ensuring that Operating Procedure 20-15 is applied correctly.

C. Method of Computation

1. The 30 calendar-day entitlement shall be computed and charged against the annual balance on a **day-to-day basis**. The 22 workday entitlement for normally scheduled workdays shall be converted to an hourly bank against which charges will be made on an **hour-for-hour basis**.

2. Every day of ordered military duty in a calendar year, whether or not there was absence from any part of a day's scheduled duties to attend a reserve meeting, shall be charged against the employee's 30 calendar day annual balance. However, only those hours the employee is actually absent from the normal workday are to be charged against the hourly bank for purposes of computing the 22 normally scheduled workday entitlements.

3. Ordered military duty shall be charged against the annual balances on both a calendar day and workday basis until both the 30 calendar-day entitlement and the 22 normally scheduled workday entitlement has been exhausted.

4. To charge against the 22 normally scheduled workday entitlement, an hourly bank shall be established by multiplying the 22 workdays by the number of hours in the normally scheduled workday of each employee-reservist.

   Example: An employee whose normally scheduled workday is 7 hours, or whose normally scheduled workweek is 35 hours, would have an hourly bank of 154 hours (22 x 7), established at the beginning of each calendar year.

   Example: An employee whose normally scheduled workday is $7\ ^{1/2}$ hours, or whose normally scheduled workweek is $37\ ^{1/2}$ hours, would have an hourly bank of 165 hours (22 x $7\ ^{1/2}$), established at the beginning of each calendar year.

   Example: An employee whose normally scheduled workday is 8 hours, or whose normally scheduled workweek is 40 hours, would have an hourly bank of 176 hours (22 x 8), established at the beginning of each calendar year.

   The hourly formula shall be applied to all normally scheduled workdays.

5. **Examples of Computation**

   The following are examples of the method of computation to be used to charge paid military leave. The example is based on a normally scheduled 35-hour, 5-day workweek with Saturday and Sunday as days off. Other work schedules should be dealt with in an analogous manner.

a. An employee-reservist's charge to military leave is 12 calendar days. When this charged leave is reviewed, it turns out that four of the calendar days were also workdays. When subtracting from 30-calendar day and 22 workday balances, paid military leave is chargeable as follows:

Paid Military Leave			
	Calendar Days		**Hourly Bank**
Starting Balances	30		154*
Used to Date	-12		-28 (7 hrs x 4 workdays)
Resulting Balances	18 days		126 hours

*(22 workdays x 7 hours per day)

b. In the same calendar year, the same employee is ordered to attend two continuous weeks of training encompassing 10 workdays. Paid military leave is chargeable as follows:

Paid Military Leave			
	Calendar Days		**Hourly Bank**
Starting Balances	18		126
Used to Date	-14		-70 (7 hrs x 10 workdays)
Resulting Balances	4 days		56 hours

c. In the same calendar year, the same employee-reservist is then ordered to a 3-day drill from Friday through Sunday. Paid military leave is chargeable as follows:

Paid Military Leave			
	Calendar Days		**Hourly Bank**
Starting Balances	4		56
Used to Date	-3		-7 (7 hrs x 1 workday)
Resulting Balances	1 day		49 hours

d. In the same calendar year, the same employee-reservist uses three hours of leave to attend a meeting during a workday. Paid military leave is charged as follows:

Paid Military Leave			
	Calendar Days		**Hourly Bank**
Starting Balances	1		49
Used to Date	-1		-3 (hours from workday)
Resulting Balances	0 days		46 hours

This employee-reservist should now be charged for paid military leave only against the remaining workday balance of 46 hours, which has now become the greater balance. When balances calculated by both methods reach zero, the employee-reservist is no longer entitled to receive the statutory entitlement. He/She may however elect to receive the Extended Military Benefits Package (EMBP). **(Part II Section III – C)**. If the employee-reservist does not elect to receive the EMBP, then any further leave granted shall be without pay, or may be charged against the employee's accrued annual leave/compensatory time balances, at the employee's written request.

If the calendar year ends before either the calendar day or workday balance is exhausted, the remaining balance of days and/or hours shall be credited to the employee-reservist's paid military leave bank for the next calendar year. Employees can use no more than 22 workdays or 30 calendar days in any single continuous period of ordered military duty even if the ordered military duty extends to more than one year. Military leave is to be charged against these balances in accordance with the policy set forth above.

(Part II)

III. POLICY:
EXTENDED MILITARY BENEFITS PACKAGE (EMBP)

A. An employee who is ordered to military duty shall be eligible for the **Extended Military Benefits Package (EMBP)** while engaged in Ordered Military Duty in a Covered Operation from the date his/her ordered covered military service begins to the date his/her military service ends.

B. In accordance with New York State Military Law, employees engaged in Ordered Military Duty are paid a statutory entitlement which provides them with their salaries for 22 normally scheduled work days or 30 calendar days, whichever is greater, in any one calendar year. Employees can use no more than 22 work days or 30 calendar days in any single continuous period of Ordered Military Duty even if the Ordered Military Duty extends to more than one year. Employees do not have to repay this statutory entitlement.

C. In addition to the rights and benefits provided by New York State Military Law, Corporation employees who are ordered to covered military duty may elect to receive the **Extended Military Benefits Package (EMBP)**. Extended military leave benefits under the EMBP go into effect after employees have exhausted their statutory entitlements; or, if they have so elected, after all available leave balances are exhausted.

D. Each Network and Central Office is responsible for ensuring that employees are notified of the name and location of the Military Liaison Officer. **(Part I –Section IV –A)**

E. Employees who elect to receive the Extended Military Benefits Package are entitled to the following benefits during the period of coverage:

- to remain on payroll in active pay status for as long as they remain in Covered Military Duty;
- to receive their full HHC salaries (tax, FICA, and other required and voluntary deductions will continue to be made); and
- to accrue annual leave and sick leave, to receive full health insurance benefits, and to continue to have pension and welfare fund contributions made on their behalf during this period.

F. In return for these additional benefits, **prior to their deployment**, employees who elect to receive the Extended Military Benefits Package **must agree in writing** to reimburse the Corporation, an amount equal to the amount received in **Military Pay for any days in excess** of the statutory entitlement of twenty-two work days or thirty calendar days. (**Military Pay,** as defined in this policy and procedure, **refers to military base pay only** and does not include allowances for food and shelter.) Employees whose military salaries were greater than their HHC salaries may remit instead an amount equal to their gross HHC salaries.

The employee's written agreement in this regard must acknowledge that such reimbursement and repayment obligation will commence upon the employee's return to work following the termination of his or her Ordered Military Duty in a Covered Operation.

G. There are **three options available to employees for repayment of the EMBP**. With the exception of extended payroll deductions, **all repayments are due within 30 days following the conclusion of ordered military duty.** The three options for reimbursing the Corporation, (which may be combined) are as follows:

- **Repayment of full amount through certified check or money order;**
- **Repayment through charges to annual and compensatory leave balances, and to vested annual and compensatory leave after all other leave has been exhausted; and/or**
- **Repayment over a maximum period of five years, through payroll deductions not to exceed 10% of the employees' gross bi-weekly salary including overtime and back pay.**

IV. PROCEDURE:

A. NOTIFICATION TO THE CORPORATION BY EMPLOYEES ORDERED TO COVERED MILITARY DUTY:

1. Employees, upon receiving their orders to serve, should notify their Human Resources Director **and** their direct HHC facility supervisor **either verbally or in writing,** and inform them that they have been called to Covered Military Duty.

2. However, notwithstanding the above, in order to receive the Extended Military Benefits Package, an employee must submit his/her military orders, and must sign the **Reimbursement Agreement (HHC Form 2320)** described in **IV-B.2.c** below.

B. BENEFITS PROVIDED BY THE CORPORATION:

1. Statutory Entitlement:

a. In accordance with New York State Military Law, employees ordered to military duty shall receive a statutory entitlement. **Under this entitlement, employees will be paid their salaries for 22 normally scheduled work days or 30 calendar days,** whichever is greater in any one calendar year. Employees can use no more than 22 work days or 30 calendar days in any single continuous period of Ordered Military Duty, even if the Ordered Military Duty extends to more than one year. Employees do not have to repay this statutory entitlement. **(Part I, Section III-C)**

b. Once Corporation employees have exhausted their statutory entitlement (22 work days or 30 calendar days) of paid salary during periods of Ordered Military Duty, if they choose upon written request, they may be granted use of their accumulated annual leave and compensatory time balances during any additional period or periods of ordered military duty. **Sick leave balances cannot be used for these purposes. (Part I, Section III-E)**

2. **Extended Military Benefits Package:**

   a. Upon serving notice to their Human Resources Director **and** supervisor, employees who have been ordered to military duty must provide their military orders to allow verification that their military orders meet the Covered Operation EMBP eligibility requirements. If it is determined that the employee's orders meet the eligibility requirements, a meeting should be scheduled with the Military Liaison Officer from the employee's Human Resources Department to review the employee's benefit options. These options include employee's **"Election to Accept the Extended Military Benefits Package"** or **"Declination of the Extended Military Benefits Package"** (explained in further detail below).

   b. Regardless of which option is chosen, all employees called to Covered Military Duty will receive the statutory entitlement **(See Part I, Section III-C).** Under this entitlement, once their deployment begins, employees receive their **HHC salaries for 22 normally scheduled workdays or 30 calendar days,** whichever is greater in any one calendar year **or** in any one deployment. At the end of their statutory entitlement, those employees who elected and were approved for the EMBP will begin to receive those benefits. Those employees who declined the EMBP, and instead chose Leave Without Pay, will continue to receive health insurance benefits under Special Leave of Absence Coverage Military (SLOAC) for 18 weeks or 4 months (depending on the pay cycle) of benefits coverage.

      i. **Election to Accept the Extended Military Benefits Package** – If employees choose this option, they: **a)** remain on payroll in active status for as long as they continue to be in military service, receiving their full salaries; **b)** continue to accrue annual leave and sick leave; **c)** have their elected health insurance plans remain in effect; and **d)** if enrolled in the pension program, continue to receive HHC's contributions to the pension on their behalf.

      ii. **Declination of the Extended Military Benefits Package** - Employees on extended military leave who choose to decline the Extended Military Benefits Package and instead choose **Leave Without Pay** are **not** entitled to continue to accrue annual leave and sick leave. Contributions to the Welfare Benefits Fund, Tax Deferred Annuity Program and (NYCERS) Pension Program will **not** continue on their behalf. **However, these employees will be granted Special Leave of Absence Coverage (SLOAC) which provides for up to 18 weeks or 4 months (depending on the pay cycle) of continued health plan coverage.**

c. **Prior to their deployment,** employees who choose the Extended Military Benefits Package **must sign** HHC form 2320 "**Military Pay Reimbursement Agreement for Ordered Military Duty in a Covered Operation.**" Once this form is signed, it serves as a binding agreement between the Corporation and the HHC employees who have elected the EMBP. This agreement stipulates that acceptance of the EMBP requires employees upon conclusion of their military duty to repay to the Corporation an amount equal to the amount received in either their **military base pay** (pay exclusive of food & shelter allowances) or their **HHC salary,** whichever is less, for any days in excess of their statutory entitlement of 22 work days or 30 calendar days per calendar year in any one deployment.

C. RETURNING FROM ORDERED COVERED MILITARY DUTY NOTIFICATION TO THE CORPORATION BY EMPLOYEES

1. Pursuant to Paragraph (7) of the Election to Accept Military Benefits, those employees who have elected to accept the EMBP must contact the **Human Resources Director** at the HHC facility where they were employed prior to their deployment, **within one business day of the expiration of the Period of Coverage. Employees are responsible for informing their Human Resources Director that their period of coverage under the EMBP has expired or is about to expire.** These employees are no longer entitled to receive their **HHC salaries and the associated health and pension benefits** once the period of coverage has expired, unless they are charging the time to their annual leave or compensatory time balances. When employees contact the Corporation with notification that their period of coverage under the EMBP has expired or is about to expire, they should also inform the Corporation of their expected date of return.

2. The time between the end of the period of coverage and return to work is without pay, unless the employee arranges to use accrued annual leave or compensatory time. According to USERRA, the federal legislation that governs the treatment of employees who return from a leave of military absence, **the following time tables have been established regarding when employees must return to work following a period of ordered military duty:**
   - **HHC employees whose military service was for a period of 31 to 180 days must return to work within 14 days of their military service; and**
   - **HHC employees whose military service was for a period of more than 180 days must return to work within 90 days of their military service.**

3. As noted above, **one business day after the expiration of Covered Military Duty, the Period of Coverage under the EMBP ends.** For this reason, it is **very important** that employees notify their HR Directors to discuss how this additional leave should be covered- e.g., annual leave, compensatory time, or leave without pay. **At the end of their EMBP coverage, employees should be in active status if they are charging time to leave balances, or if they are in a military leave without pay status.**

D. EMPLOYEES' RETURN TO WORK AND REPAYMENT OF THE EMBP BALANCE

1. Prior to the date of their return to work, employees will be provided with a **"Welcome Home"** letter from the Corporation. This letter will inform employees that they must submit their military Leave and Earnings Statements (LESs) to the Corporation, so that a determination can be made with respect to their repayment obligations. Pursuant to the **"Military Pay Reimbursement Agreement" signed by employees prior to their deployment,** repayment of **all EMBP monies due must be made within thirty days of the conclusion of the employee's ordered military duty**. Payment may be made through check, money order and/or use of accumulated leave balances.

2. An alternative option **allows employees up to five years from the date of their return** to HHC employment **to repay the full amount owed to the Corporation through payroll deductions of 10% of gross salary**, which includes overtime and back pay.

3. In the event that **employees terminate their employment with HHC prior to repaying their EMBP balance,** the **entire lump sum balance is due to HHC within 90 days** of separation from the Corporation. As provided in the agreement, the facility may withhold terminal leave and lump sum payment for any remaining amount owed.

4. If an **employee transfers from one HHC facility to another HHC facility**, the Corporation will send the new HHC facility the employee's repayment information. The employee will continue the five-year repayment plan without interruption at the new facility.

5. If an employee **transfers from an HHC facility to a City agency,** the Corporation will send the City agency the employee's repayment information. The employee will continue the five-year repayment plan at the City agency.

6. **The repayment amount owed can be reduced or eliminated** at any time during the five-year repayment period. Employees may elect to make additional payments beyond the 10% of gross salary being withheld to pay down their debt and to meet their repayment obligation. Additional payments can be made **by check, money order, and/or by applying any available leave or compensatory time balances to the remaining amount.** No interest will be charged on the amount owed during the five-year repayment window of the Reimbursement Agreement.

7. **If at the end of the five-year repayment period, the employee's repayment obligation is still not satisfied, payment for any amount owed is due in full.** Any balance remaining at the end of five year repayment period must be paid in full within 90 days by check, money order and/or by applying any available leave or compensatory time balances to the remaining amount.

8. Employees, who cannot meet their repayment obligation, may qualify for Hardship Considerations. Only in compelling circumstances will HHC consider modifications to the EMBP repayment terms (the 10% payroll deductions, the five-year repayment cap, and/or other modifications as appropriate). Employees who believe they qualify for Hardship Consideration and request that adjustments be made to their repayment plan, must contact their HHC Network/Facility Human Resources Director/Military Liaison Officer and complete an application for hardship consideration, on which the employee will be required to provide information on the unforeseeable changes in his or her circumstances which would warrant modification of the EMBP repayment plan. As part of this process, employees will also be required to submit documentation to verify their current financial status and to substantiate any changed circumstances. Situations will be reviewed on a case-by-case basis and alternative arrangements may be considered. As agreed to in the Reimbursement Agreement, the facility is authorized to freeze the use of paid leave and initiate recoupment from leave balances. **As a last resort, employees who fail to repay their EMBP balances will have their cases referred to the Corporation's Legal Department/Collections Department to recoup any balances owed.**

E. CALCULATING THE EMPLOYEE'S REPAYMENT OBLIGATION

1. To calculate the repayment amount owed by an employee, the following information must be provided:
   a. **Full dates of ordered military duty.**
   b. **Date upon which HHC salary first commenced under the EMBP.**
   c. **Total HHC Salary received under EMBP after date referred to in "b" above.**
   d. **Total Military Base Pay received after date referred to in "b" above.**
   e. **Remaining debt from earlier deployments and/or extra paychecks received.**
   f. **FICA tax deduction on employees' share of annual wages earned.**

2. To calculate the total amount of Military Base Pay to be repaid by the employee, according to the signed "Military Pay Reimbursement Agreement", the HHC employee must do the following:
   - Obtain copies of his/her Leave Earnings Statements (LESs) from the military beginning with the commencement date of the EMBP.
   - If the employee does not have copies of these statements, they can be retrieved online at **www.dod.mil/dfas**. It is the employee's responsibility to provide enough LESs to enable HHC to reasonably and accurately determine the Military Base Pay earned during deployment.
   - At an absolute minimum, the employee must obtain the first and last LESs. If the employee experienced a change in his/her Military Base Pay (i.e., the employee was promoted or received an increase in salary based on longevity), then the employee must provide the Corporation with at least the last LES earned prior to the pay increase, and the first LES earned after the pay increase.

- Since December 7, 2006, all LESs have been calculated on a semi-monthly basis. If the employee has an LES from a period prior to 12/7/06, this LES pay information must be converted using the Job Aid for Military Pay Rate Tables to determine the accurate semi-monthly pay.

Once all of the information listed in **"1"** above is obtained, the employee's **TOTAL HHC REPAYMENT OBLIGATION CAN BE CALCULATED.**

(See Appendix for Job Aid for Military Pay Rate Tables and for Military Contacts & Resources)

3. Once the total repayment obligation is calculated, the status of the employee's repayment obligation needs to be assessed. **The following records need to be examined to assess the status of the employee's repayment obligation:**
   a. Record of total amount of reimbursement payment made, including the **number of payment installments.**
   b. Record of total reimbursement payment made, including the **specified amount from charges to annual leave/compensatory time balances.**
   c. Record of total reimbursement payment made**, from lump sum payments.**

4. Following this assessment, the amount of debt still outstanding should be recalculated to obtain the **Total Balance of the Employee's Remaining Obligation.**

5. In addition, **the following information should be considered when calculating the employee's repayment options:**
   a. A copy of employee's most recent paycheck. The salary indicated on the employee's paycheck can be used to calculate 10% of Employee's Gross Salary. This figure can then be used to estimate the amount of the employee's bi-weekly repayment installment. **Note:** This amount is subject to fluctuations based on overtime, back pay, and/or any changes to salary.
   b. The current value of one day of employee's leave. This figure includes annual leave/compensatory time. Charges to this time can also be used to reduce the amount of the employee's repayment obligation.

APPENDIX

PRE-DEPLOYMENT FORMS

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
Military Pay Reimbursement Agreement for Ordered Military Duty
In a Covered Operation

In consideration of the payment to me by the NYC Health and Hospitals Corporation of my full salary and benefits while I serve on Ordered Military Duty in a Covered Operation, I agree that I shall remit to the New York City Health and Hospitals Corporation an amount equal to the amount I receive in military pay or HHC salary, whichever is less, for any days in excess of the statutory entitlement of thirty calendar days or twenty–two work days, within thirty days after the conclusion of Ordered Military Duty.

In the alternative, upon my return to work, I agree that the NYC Health and Hospitals Corporation may deduct from each paycheck 10% of my Gross Salary including overtime and back pay. I further agree that, if my entire obligation is not satisfied by payment of such paycheck deductions within five years that I will reimburse the entire lump sum balance owed within 90 days of the five-year repayment period in a combination of deductions from leave balances and/or payments by certified check or money order. In the event that my employment with HHC ends for any reason, I understand that I, or my estate, will be responsible for repaying the balance due in a lump sum payment within 90 days of my separation from HHC. Further, if I separate from my employment with HHC, I authorize HHC to withhold terminal leave and/or lump sum payments for any remaining amount owed from any leave or money balances due to me at the time of my separation.

I further agree that I will cooperate fully with the Health and Hospitals Corporation in providing whatever information the Corporation may require to determine the amount of my military pay during my service on ordered military duty, including, but not limited to providing my military pay stubs.

I also agree to notify my Facility's Human Resources Director promptly upon the conclusion of my ordered military duty. I understand that my entitlement to receive HHC salary and benefits under this extended military benefits program terminates on the last day of such ordered military duty.

I further agree that this agreement shall in no way limit the right of the Corporation to exercise any other lawful remedy available to it to recover any amount not repaid by me as expeditiously as possible.

_____ _____
Signature Date

Sworn to and subscribed before me this _____ day
of _____ , _____

_____
Notary Public

NEW YORK CITY HEALTH AND HOSPITALS CORPORATON

ELECTION TO ACCEPT THE EXTENDED MILITARY BENEFITS PACKAGE

1. Upon serving notice to the New York City Health and Hospitals Corporation that I have been called to Ordered Military Duty in connection with a Covered Operation, I acknowledge that I have received information from the Corporation regarding my eligibility to elect the Extended Military Benefits Package. The options regarding the Extended Military Benefits Package were fully explained to me. These options include: **Election to Accept the Extended Military Benefits Package/*Military Pay Reimbursement Agreement for Ordered Military Duty in a Covered Operation;* or Declination of the Extended Military Benefits Package**.

2. I have read all the information provided to me including the attached "Terms of the Extended Military Benefits Package" (hereafter "Terms of the EMBP"), which explains the benefits and consequences of participating in the EMBP, and the consequences of declining to so participate.

3. I have been advised that there may be financial and/or tax consequences for me and/or my family if I elect to participate in the EMBP, both while I am serving on Ordered Military Duty, and upon my return form 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 have read and considered the above-mentioned documents and factors and do hereby elect to participate in the Extended Military Benefits Package.

5. I understand that, in electing to participate in the EMBP, I will, during the period of my Period of Coverage (as defined in the Terms of the EMBP), continue to receive my HHC salary and benefits.

6. I agree that, upon my return to work after my Ordered Military Duty has ceased, I will **reimburse the Corporation the lesser of my Military Base Pay or my HHC Salary** received during my Period of Coverage.

7. I understand that my eligibility to participate in the EMBP ceases upon the expiration of my Period of Coverage; and therefore, that I am **not** entitled to receive my HHC salary after my Period of Coverage has expired and before I return to work. (See Paragraph (12) below.) I agree to notify the **Human Resources Director/Military Liaison Officer of my HHC facility** no later than the expiration of my Period of Coverage that such Period has expired. I will advise the Human Resources Director/Military Liaison Officer how any continued absence (until my return to work) should be characterized by the Corporation; for example, by charging time to my leave balances; or by leave without pay status. I agree to reimburse, in full, any HHC salary I may receive after the expiration of my Period of Coverage but before I return to work.

8. I agree that upon my return to work after my Ordered Military Duty has ceased, I will cooperate with Human Resources personnel with respect to entering a repayment plan (and executing a form – "Employee Repayment Plan Selection and Agreement for Enrollees After 12/07/06"), as specified in the Terms of the EMBP.

9. I understand and agree that, in the event that I fail to cooperate with HHC's efforts with respect to entering a repayment plan and/or executing a form ---: ("Employee Repayment Plan Selection and Agreement for Enrollees After 12/07/06"), the Corporation is authorized to commence payroll deduction of 10% of my Gross HHC salary (that is, my HHC salary and any overtime and payments representing back pay).

10. I agree that, except in the event that I am called to serve a subsequent term of Ordered Military Duty, I shall fully reimburse the amount specified in Paragraph 6 within five years from the date I enter into a repayment plan with the Corporation.

11. I agree that this obligation to make full reimbursement to the Corporation pursuant to this agreement continues even in the event that I transfer to another HHC facility, or City agency, or in the event that I resign, retire, or am otherwise separated from City service. Further, I agree that upon separation from my employment with the Corporation, I will repay any remaining balance of any amount owed within ninety (90) days of such separation, in any manner specified in the Terms of the EMBP.

12. I have been advised that, although I am required to contact the Corporation for the purposes of the EMBP and in the manner specified in Paragraph (7) 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.

13. I acknowledge that this agreement shall in no way limit the right of the Corporation to exercise any other lawful remedy available to it to recover any amount not repaid by me in accordance with the repayment plan upon which the Corporation and I have agreed.

_____
Signature

_____
Date

Sworn to and subscribed before me this ____ day of
_____, _____.

_____
Notary Public

NEW YORK CITY HEALTH AND HOSPITALS CORPORATON

DECLINATION OF THE EXTENDED MILITARY BENEFITS PACKAGE

1. Upon serving notice to the New York City Health and Hospitals Corporation that I have been called to Ordered Military Duty in connection with a Covered Operation, I acknowledge that I have received information from the Corporation regarding my eligibility to elect the Extended Military Benefits Package. My extended military leave benefit options were fully explained, including:
   - **Election to Accept the Extended Military Benefits Package/*Military Pay Reimbursement Agreement for Ordered Military Duty in a Covered Operation***

   or
   - **Declination of the Extended Military Benefits Package**

2. I have read all the information provided to me and I hereby **decline** the Extended Military Benefits Package. I understand that, since I have chosen to decline the Extended Military Benefits Package, and have chosen instead **Leave Without Pay status,** that I am **not** entitled to continue to accrue annual leave and sick leave during my extended military leave of absence. Contributions to the Welfare Benefits Fund, Tax Deferred Annuity Program, and (NYCERS) Pension Program will **not** continue on my behalf. I understand, however, that I am entitled to receive health insurance coverage through **Special Leave of Absence Coverage (SLOAC), which provides coverage for up to 18 weeks or 4 months (depending on the pay cycle) of continued health plan coverage.**

_____
Signature

_____
Date

Sworn to and subscribed before me this ____ day of
_____, _____.

_____
Notary Public

NEW YORK CITY HEALTH AND HOSPITALS CORPORATON

TIME BALANCE USAGE FORM

This "Time Balance Usage Form" is intended to provide you with an opportunity to elect to use all or a portion of your Leave Balances after you exhaust your Statutory Entitlement in order to continue to receive your HHC salary while on Ordered Military Duty.

If you have elected to accept the Extended Military Benefits Package ("EMBP"): Please refer to the Terms of the EMBP with respect to how use of Leave Balances will affect the determination of when your Period of Coverage commences. Remember that you will not be required to reimburse HHC for any salary or benefits you receive while you are using your own Leave Balances.

INSTRUCTIONS: You must mark one box in either Part 1 or Part 2 of this form with an "X". You must also enter your personal data and signature at the bottom of this form.

PART 1: For employees who elect the EMBP

☐ Upon the exhaustion of any available Statutory Entitlement, I elect to use my Leave Balances before my Period of Coverage commences under the EMBP.

HHC Completes:	**Employee Completes**
Number of annual leave days available:_____	Number of annual leave days I wish to use before my Period of Coverage commences:_____
Amount of compensatory time in days available:_____	Amount of compensatory time in days I wish to use before my Period of Coverage commences:_____
Number of other leave days available (specify)_____	Number of other leave days I wish to use before my Period of Coverage commences:_____

☐ Upon the exhaustion of any available Statutory Entitlement, I elect to immediately commence my Period of Coverage under the EMBP; I elect not to use any Leave Balances.

PART 2: For employees who elect not to accept the EMBP

☐ Upon the exhaustion of any available Statutory Entitlement, I elect to use my Leave Balances. I understand that when I cease using Leave Balances, my approved leave of absence will continue, but that I shall be placed on Military Leave without Pay.

HHC Completes:	**Employee Completes**
Number of annual leave days available:_____	Number of annual leave days I wish to use before I am placed on Military Leave Without Pay:_____
Amount of compensatory time in days available:_____	Amount of compensatory time in days I wish to use before I am placed on Military Leave Without Pay: _____
Number of other leave days available (specify)_____	Number of other leave days I wish to use before I am placed on Military Leave Without Pay:_____

☐ Upon the exhaustion of any available Statutory Entitlement, I elect not to use any Leave Balances. I understand that my approved leave of absence will continue, but that I shall be placed on Military Leave Without Pay.

_____ _____

Employee Name (Please Print) Employee ID

_____ _____

Employee Signature Date

POST-DEPLOYMENT FORMS

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
125 Worth Street • New York • New York 10013

To: Reservists and Members of the National Guard who have returned from Ordered Military Duty and who participated in the Extended Military Benefits Package

From: HHC Personnel Officer/ Military Liaison

Date:

Subject: Return from Ordered Military Duty: LES Request

Welcome home and thank you for contacting HHC to inform us that your Ordered Military Duty has terminated and that your Period of Coverage under the Extended Military Benefits Package (EMBP) has ended. We look forward to your return to work. If you have not already done so, please submit your Leave and Earnings Statements ("LESs") as specified below, so that the Corporation can determine your reimbursement obligation in accordance with the definition of "military pay", (pay exclusive of food and shelter allowances). Such information is required so that we can determine the amount you need to reimburse HHC.

If your military pay did not change during your period of Ordered Military Duty, please submit your first and last LES's received during your military duty.

If your military pay changed during your period of Ordered Military Duty, please submit, in addition to your first and last LES's during your military duty, the last LES reflecting your old military pay and the first LES reflecting your new military pay. (If your military pay changed more than once, please provide such LES's in connection with each salary adjustment.)

Please submit these forms within four weeks to:
[INSERT APO/ MILITARY LIAISON CONTACT INFORMATION].

NOTE: If your military pay changed during your military duty and you only supply your very first and last LES's, the agency will assume that your military pay was increased thirty days after your Ordered Military Duty commenced.

If you have any questions about the LES's you need to provide or how to obtain LES's, please refer to the attached form ("Extended Military Leave Benefits Package" How to Obtain Leave Earnings Statements (LESs) Military Contacts & Resources):
[INSERT APO/ MILITARY LIAISON CONTACT INFORMATION].

After we make a determination as to what amount we have calculated you owe, you will receive notification of the amount and an explanation as to our method of calculating this amount for your records. When you receive this determination, you will also be provided information and forms with respect to your reimbursement options. Additionally, you will be provided, at that time, an opportunity to consider which reimbursement option is best for your circumstances, including an opportunity to meet with the tax preparation firm of H&R Block, which has volunteered to provide such guidance free of charge.

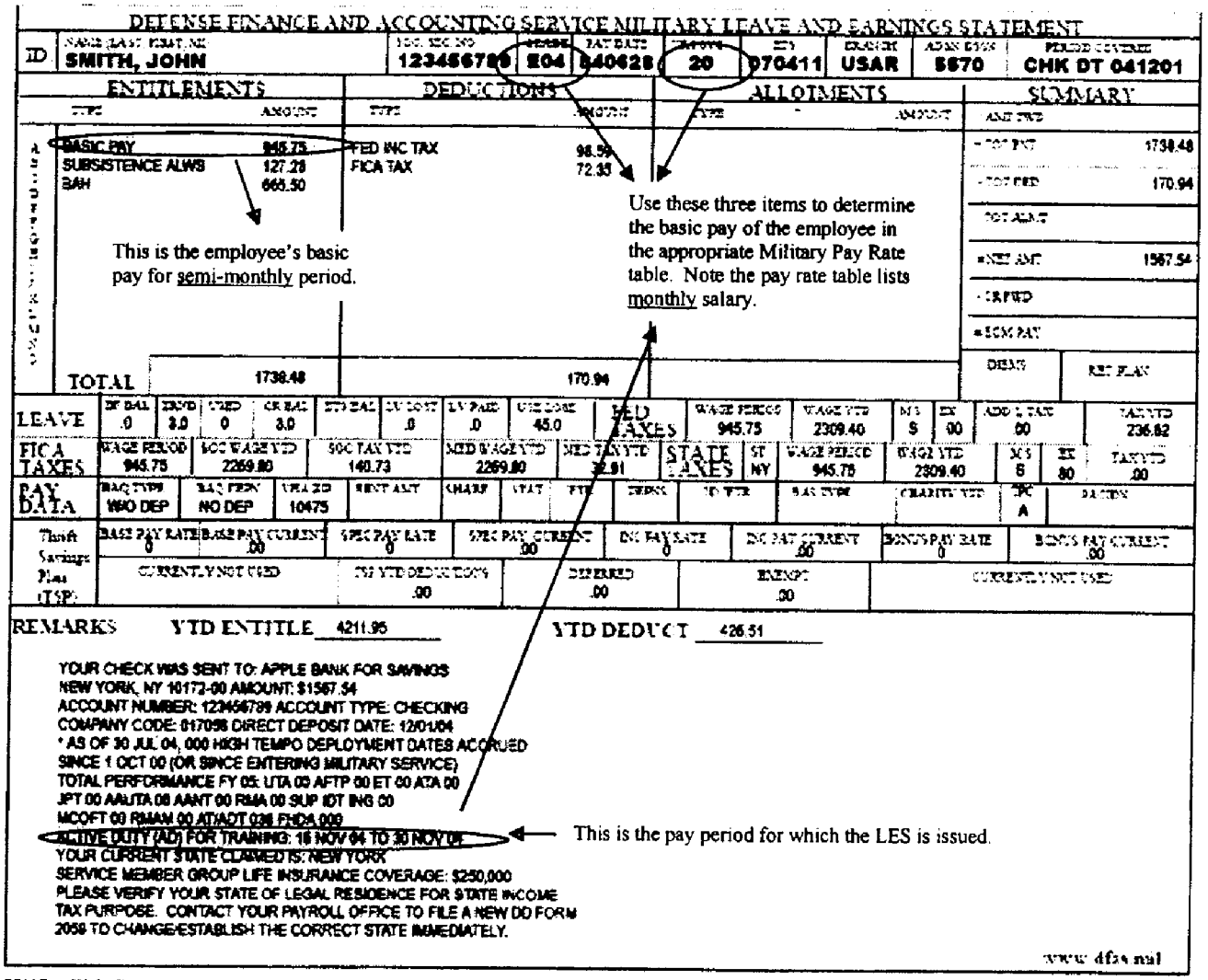
Again, welcome back and we thank you for your service to our country and our city.

Extended Military Leave Benefits Package
How to Obtain Leave Earnings Statements (LESs)
Military Contacts & Resources

MILITARY BRANCH	LES TIME FRAMES AND REQUEST REQUIREMENTS	LES REQUEST CONTACTS PHONE NUMBERS FAXES OR MILITARY RESOURCES
ARMY	**LESs from within One Year** **LESs from Over One Year Ago (includes Retired Members)** Must be in writing and include the member's name, social security number, period for which the LESs are being requested, whether active or reserve during period, and the mailing address for the service member. Retired members must provide a copy of their retired military ID card, front and back.	**1- 888- 332-7411** Ext 2 (My Pay/My Pay Issues/Reserves), Ext 6 (Army), Ext 5 Other Inquiries Call for receipt of **written request confirmation only**. **317- 510-1629/1634** e-mail: ampo-verify-les@dfas.mil
NAVY	**LESs from within the Last Five Years** **LESs from Over Five Years Ago** Must be in writing and include the member's name, social security number, period for which the LESs are being requested, and the mailing address for the service member. Retired members must provide a copy of their retired military ID card, front and back.	**1- 888- 332-7411** Ext 2 (My Pay/ My Pay Issues/Reserves), Ext 7 (Navy), Ext 5 Other Inquiries
AIR FORCE	**LES Requests** Must be in writing and include the member's name, social security number, period for which the LESs are being requested, and the mailing address for the service member. Retired members - Request must be in writing and include name, rank, social security number, mailing address, telephone number, e-mail address (optional), period for which the LESs are being requested, and a copy of their retired military ID card, front and back	LES Request **303- 676- 4274** FAX **303-676- 6218** Retired Member LES Request **303- 676- 7408** FAX **303-676- 4278**
COAST GUARD	All Coast Guard Service Members must go through their respective unit's administrative office to request LESs.	
MARINE CORPS	All Marine Corps Service Members must go through their respective unit's administrative office to request LESs that are no longer available through My Pay.	

Extended Military Benefits Package Reading a Leave and Earnings Statement Job Aid

The screen print below highlights the areas of the LES you must familiarize yourself with to perform the calculations under the EMBP.



Extended Military Benefits Package Reading a Leave and Earnings Statement Job Aid

---

To determine basic pay:

1. Check to see in what year the LES was issued. Find the Military Pay Rate table for that year and look up the corresponding Pay Grade and # Years of Service to determine the monthly salary.
2. Divide that number by two and you will have the pay for the semi-monthly period.
3. On a single LES, an employee may not receive full pay during a pay period (for example, if he/she started or ended a deployment in the middle of a pay period). You must verify the Basic Pay listed on the LES against the pay in the Military Pay Rate table. Where there is a discrepancy, use the pay (divided by two) in the Military Pay Rate table.
4. Enter the military pay in line F of the repayment calculation form.

For example, John Smith's LES is for the time period of 11/16/04 to 11/30/04. His pay grade is E4 and he has 20 years of service. According to the Military Pay Rate table for 2004, his monthly military basic pay is $1891.50. Dividing this number by two give you his basic pay for the semi-monthly pay period, or $945.75.

BASIC PAY—EFFECTIVE JANUARY 1, 2004[1]

Pay Grade	2 or less	Over 2	Over 3	Over 4	Over 6	Over 8	Over 10	Over 12	Over 14	Over 16	Over 18	Over 20	Over 22	Over 24	Over 26
O-10[2]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12534.70	12566.20	12847.60	13301.60
O-9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10954.60	11112.30	11340.30	11735.40
O-8	7751.10	8004.90	8173.20	8220.60	8430.30	8781.90	8863.50	9197.10	9282.30	9579.90	9695.70	10379.10	10635.30	10635.30	10635.30
O-7	6440.70	6739.50	6876.40	6965.60	7187.40	7384.20	7611.60	7839.00	8066.70	8781.90	9388.10	9386.10	9388.10	9388.10	9432.50
O-6	4773.60	5244.30	5565.40	5565.40	5609.70	5850.00	5882.10	5882.10	6216.30	6807.30	7154.10	7500.60	7698.30	7697.50	8291.40
O-5	3979.50	4482.90	4793.40	4851.60	5044.80	5161.20	5416.80	5602.80	5644.00	6213.60	6389.70	6563.40	6760.80	6760.80	6760.80
O-4	3433.50	3974.70	4239.00	4299.00	4545.30	4809.30	5137.50	5394.00	5571.60	5673.60	5733.00	5733.00	5733.00	5733.00	5733.00
O-3	3018.90	3422.40	3693.90	4027.20	4220.10	4431.60	4568.70	4794.30	4911.30	4911.30	4911.30	4911.30	4911.30	4911.30	4911.30
O-2	2608.20	2970.60	3421.50	3537.00	3609.90	3609.90	3609.90	3609.90	3609.90	3609.90	3609.90	3609.50	3609.50	3609.50	3609.50
O-1	2264.40	2366.50	2548.50	2548.50	2548.50	2548.50	2548.50	2548.50	2548.50	2548.50	2548.50	2548.50	2548.50	2548.50	2548.50
O-3E[3]	0.00	0.00	0.00	4027.20	4220.10	4431.60	4568.70	4794.30	4984.20	5092.80	5241.30	5241.30	5241.30	5241.30	5241.30
O-2E[3]	0.00	0.00	0.00	3537.00	3609.90	3724.50	3918.60	4068.60	4180.20	4180.20	4180.20	4180.20	4180.20	4180.20	4180.20
O-1E[3]	0.00	0.00	0.00	2646.60	3042.30	3154.50	3269.40	3382.20	3537.00	3537.00	3537.00	3537.00	3537.00	3537.00	3537.00
W-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5360.70	5544.30	5728.50	5914.20
W-4	3119.40	3356.50	3452.40	3547.20	3710.40	3871.50	4035.00	4194.30	4359.00	4517.30	4782.60	4944.30	5112.20	5277.30	5445.90
W-3	2848.80	2987.90	3069.40	3129.30	3257.10	3403.20	3596.60	3785.30	3958.80	4140.60	4291.50	4356.90	4424.10	4570.20	4716.30
W-2	2505.90	2649.00	2774.10	2865.30	2943.30	3187.80	3321.60	3443.40	3562.20	3643.80	3712.50	3843.00	3972.60	4103.70	4103.70
W-1	2212.80	2394.00	2515.20	2593.60	2802.30	2928.30	3039.90	3164.70	3247.20	3321.90	3443.70	3535.80	3636.90	3636.90	3636.90
E-9F	0.00	0.00	0.00	0.00	0.00	0.00	3769.20	3854.70	3962.40	4069.20	4216.50	4421.10	4594.20	4776.60	5054.70
E-8	0.00	0.00	0.00	0.00	0.00	3086.50	3222.00	3306.30	3407.70	3517.60	3715.50	3815.70	3988.40	4081.20	4314.30
E-7	2145.00	2341.20	2430.60	2549.70	2642.10	2801.40	2891.10	2980.20	3159.60	3219.60	3395.50	3541.70	3498.30	3569.10	3655.00
E-6	1855.50	2041.20	2131.20	2215.80	2310.00	2516.10	2598.20	2686.30	2763.30	2790.90	2809.50	2809.80	2809.50	2809.50	2809.80
E-5	1700.10	1813.50	1901.10	1991.10	2130.60	2250.90	2339.70	2367.60	2367.60	2367.60	2367.60	2367.90	2367.90	2367.90	2367.90
E-4	1568.20	1638.30	1726.80	1814.10	1891.50										
E-3	1407.00	1496.50	1585.50	1585.50	1585.50										
E-2	1337.70	1337.70	1337.70	1337.70	1337.70										
E-1 (< mos.)	1193.40	1193.40	1193.40	1193.40	1193.40										
E-1 (4 mos.)	1,104.00														

NOTES:

1. While serving as JCS/Vice JCS, CNO, CMC, Army/Air Force CS, basic pay is $14,534.25 (see note E).
2. Basic pay for an O-7 to O-10 is limited by Level III of the Executive Schedule which is $12,569.00. Basic pay for O-6 and below is limited by Level V of the Executive Schedule which is $10,635.30.
3. Applicable to O-1 to O-3 with at least 4 years & 1 day of active duty or 1460 points as a warrant officer or enlisted member. See DoDFMR for more detailed explanation of who is eligible for this special basic pay rate.
4. For the MCPO of the Navy, CMSgt of the AF, Sergeant Major of the Army or Marine Corps. Basic pay is $6,046.80. Combat Zone Tax Exclusion for O-1 and above is based on this basic pay rate plus HFP/IDP which is $254.00.

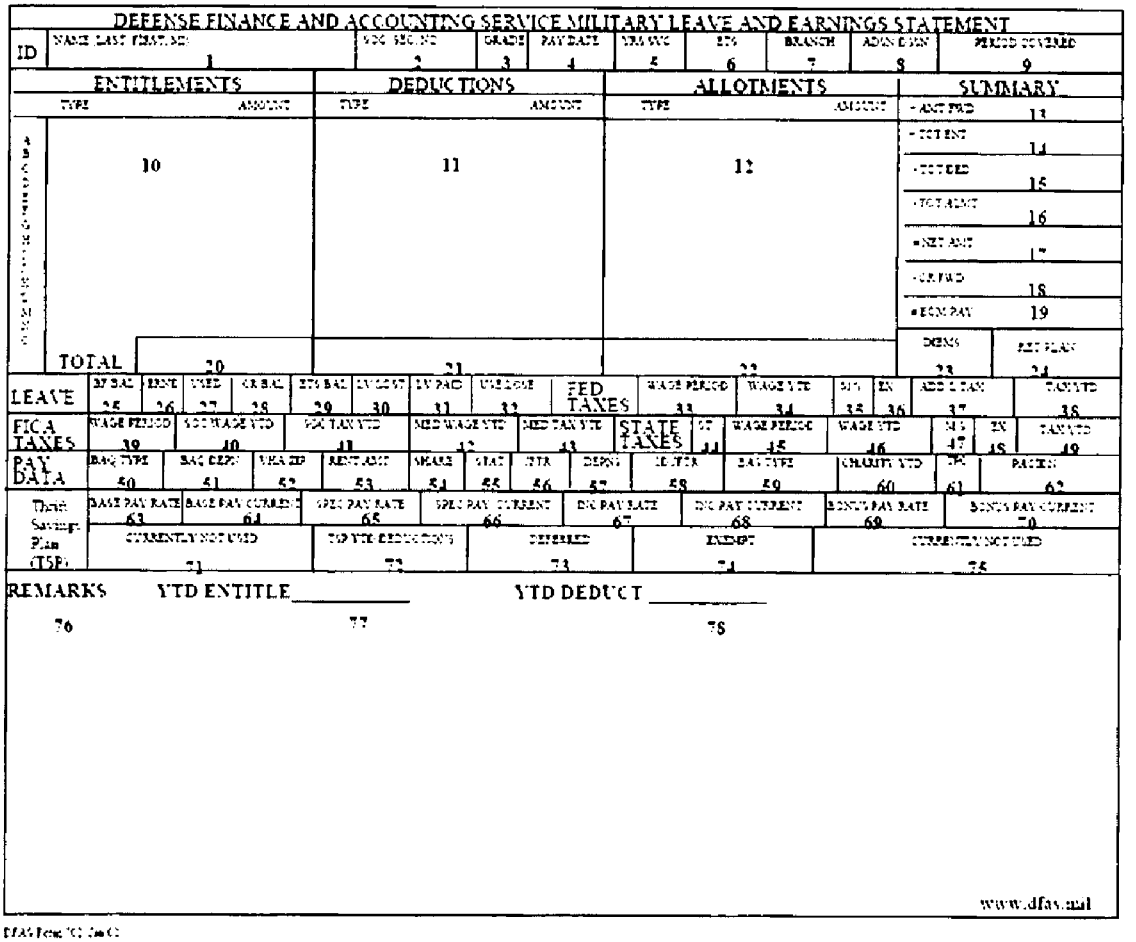
How to read a Reserve and National Guard Leave and Earning Statement

Your pay is your responsibility.

This is a guide to help you understand your Leave and Earnings Statement (LES). The LES is a comprehensive statement of a member's leave and earnings showing your entitlements, deductions, allotments (fields not used for Reserve and National Guard members), leave information, tax withholding information, and Thrift Savings Plan (TSP) information. Your most recent LES can be found 24 hours a day on ***myPay***.

If members receive Career Sea Pay, the Sea Service Counter will still be displayed in the remark portion of the LES. The LES remains one page in length.

Verify and keep your LES each month. If your pay varies significantly and you don't understand why, or if you have any questions after reading this publication, consult with your disbursing/finance office.



Fields 1 through 9 contain the identification portion of the LES.

- **1 - NAME.** The member's name in last, first, middle initial format.
- **2 - SOC. SEC. NO**. The member's Social Security Number.
- **3 - GRADE.** The member's current pay grade.
- **4 - PAY DATE.** The date the member entered active duty for pay purposes in YYMMDD format. This is synonymous with the Pay Entry Base Date (PEBD).
- **5 - YRS SVC.** In two digits, the actual years of creditable service.
- **6 - ETS.** The Expiration Term of Service in YYMMDD format. This is synonymous with the Expiration of Active Obligated Service (EAOS).
- **7 - BRANCH.** This field reflects branch of service OR program which the service member is enrolled.
- **8 - ADSN/DSSN.** The Disbursing Station Symbol Number used to identify each disbursing/finance office.
- **9 - PERIOD COVERED.** This field will show the "Check Date" for Reserve or National Guard members.

Fields 10 through 22 contain the entitlements, deductions, allotments, their respective totals, a mathematical summary portion and date initially entered military service.

- **10 - ENTITLEMENTS.** In columnar style the names of the entitlements and allowances being paid. Space is allocated for fifteen entitlements and/or allowances. If more than fifteen are present the overflow will be printed in the remarks block. Any retroactive entitlements and/or allowances will be added to like entitlements and/or allowances.
- **11 - DEDUCTIONS.** The description of the deductions is listed in columnar style. This includes items such as taxes, SGLI and dependent dental plan. Space is allocated for fifteen deductions. If more than fifteen are present the overflow will be printed in the remarks block. Any retroactive deductions will be added to like deductions.
- **12 - ALLOTMENTS.** Reservist and National Guard do not have allotments.
- **13 - AMT FWD.** The amount of all unpaid pay and allowances due from the prior LES.

  14 - TOT ENT. The figure from Field 20 that is the total of all entitlements and/or allowances listed.
- **15 - TOT DED.** The figure from Field 21 that is the total of all deductions.
- **16 - TOT ALMT.** Reservist and National Guard do not have allotments.
- **17 - NET AMT.** The dollar value of all unpaid pay and allowances, plus total entitlements and/or allowances, minus deductions due on the current LES.
- **18 - CR FWD.** The dollar value of all unpaid pay and allowances due to reflect on the next LES as the +AMT FWD.
- **19 - EOM PAY.** The actual amount of the payment to be paid to the member on that specific payday.

Fields 20 through 22 - TOTAL. The total amounts for the entitlements and/or allowances, and deductions respectively.

Fields 23 and 24 are NOT used by Reserve and National Guard members.

Fields 25 through 32 contain leave information.

- **25 - BF BAL.** The brought forward leave balance. Balance may be at the beginning of the fiscal year, or when active duty began, or the day after the member was paid Lump Sum Leave (LSL).
- **26 - ERND**. The cumulative amount of leave earned in the current fiscal year or current term of enlistment if the member reenlisted/extended since the beginning of the fiscal year. Normally increases by 2.5 days each month.
- **27 - USED.** The cumulative amount of leave used in the current fiscal year or current term of enlistment if member reenlisted/extended since the beginning of the fiscal year.
- **28 - CR BAL.** The current leave balance as of the end of the period covered by the LES.
- **29 - ETS BAL.** The projected leave balance to the member's Expiration Term of Service (ETS).
- **30 - LV LOST.** The number of days of leave that has been lost.
- **31 - LV PAID.** The number of days of leave paid to date.
- **32 - USE/LOSE.** The projected number of days of leave that will be lost if not taken in the current fiscal year on a monthly basis. The number of days of leave in this block will decrease with any leave usage.

Fields 33 through 38 contain Federal Tax withholding information.

- **33 - WAGE PERIOD.** The amount of money earned this LES period that is subject to Federal Income Tax Withholding (FITW).
- **34 - WAGE YTD.** The money earned year-to-date that is subject to FITW.
- **35 - M/S.** The marital status used to compute the FITW.
- **36 - EX.** The number of exemptions used to compute the FITW.

- **37 - ADD'L TAX.** The member specified additional dollar amount to be withheld in addition to the amount computed by the Marital Status and Exemptions.
- **38 - TAX YTD.** The cumulative total of FITW withheld throughout the calendar year.

Fields 39 through 43 contain Federal Insurance Contributions Act (FICA) information.

- **39 - WAGE PERIOD.** The amount of money earned this LES period that is subject to FICA.
- **40 - SOC WAGE YTD.** The wages earned year-to-date that are subject to FICA.
- **41 - SOC TAX YTD.** Cumulative total of FICA withheld throughout the calendar year.
- **42 - MED WAGE YTD.** The wages earned year-to-date that are subject to Medicare.
- **43 - MED TAX YTD.** Cumulative total of Medicare taxes paid year-to-date.

Fields 44 through 49 contain State Tax information.

- **44 - ST.** The two digit postal abbreviation for the state the member elected.
- **45 - WAGE PERIOD.** The amount of money earned this LES period that is subject to State Income Tax Withholding (SITW).
- **46 - WAGE YTD.** The money earned year-to-date that is subject to SITW.
- **47 - M/S.** The marital status used to compute the SITW.
- **48 - EX.** The number of exemptions used to compute the SITW.
- **49 - TAX YTD.** The cumulative total of SITW withheld throughout the calendar year.

Fields 50 through 62 contain additional Pay Data.

- **50 - BAQ TYPE.** The member's type of Basic Allowance for Quarters status.
  - W/O DEP - Member without dependents.
  - W DEP - Member with dependents.
  - WDAGQT - Member with dependents assigned government quarters.
- **51 - BAQ DEPN.** Indicates the type of dependent.
  - Spouse
  - Child
  - Parent
  - Grandfathered
  - Member married to member/own right
  - Ward of the court
  - Parents in Law
  - Own right
  - Student (age 21-22)
  - Handicapped child over age 21
  - Member married to member, child under 21
  - No dependents
  - N/A
- **52 - VHA ZIP.** The zip code used in the computation of Variable Housing Allowance (VHA) if entitlement exists.
- **53 - RENT AMT.** The amount of rent paid for housing if applicable.
- **54 - SHARE.** The number of people with which the member shares housing costs.
- **55 - STAT.** The VHA status; i.e., accompanied or unaccompanied.
- **56 - JFTR.** The Joint Federal Travel Regulation (JFTR) code based on the location of the member for Cost of Living Allowance (COLA) purposes.
- **57 - DEPNS.** The number of dependents the member has for COLA purposes.
- **58 - 2D JFTR**. The JFTR code based on the location of the member's dependents for COLA purposes.
- **59 - BAS TYPE**
  - STAND - Separate Rations
  - (blank) - Rations-in-kind not available
  - OFFIC - Officer Rations
- **60 - CHARITY YTD.** The cumulative amount of charitable contributions for the calendar year.
- **61 - TPC.** This field is not used by the Active Component.
  Army Reserves and National Guard use this field to identify Training Program Codes.
  - A - Normal pay status code for a regular service member on regular duty.
  - C - Funeral Honors Duty.
  - M - Annual training tours over 30 days.
  - N - Death.
  - O - Training for HPSP, ROTC, and Special ADT over 30 days.
  - T - ADT over 29 days. (School)

    - U - Undergraduate pilot training, in-grade pilot, navigator, and advance flying training officers.
    - X - Stipend Tour of HPIP participants or subsistence for ROTC participants.
    - Z - Administrative and support training (exclusive of recruiting).
- **62 - PACIDN.** The activity Unit Identification Code (UIC).

Fields 63 through 75 contain Thrift Savings Plan (TSP) Information/data.

- **63 - BASE PAY RATE.** The percentage of base pay elected for TSP contributions.
- **64 - BASE PAY CURRENT.** The amount of Base Pay withheld for TSP from current pay entitlement
- **65 - SPECIAL PAY RATE.** The percentage of Specialty Pay elected for TSP contribution.
- **66 - SPECIAL PAY CURRENT.** The amount of Special Pay withheld for TSP from current pay entitlement.
- **67 - INCENTIVE PAY RATE.** Percentage of Incentive Pay elected towards TSP contribution.
- **68 - INCENTIVE PAY CURRENT.** The amount of Incentive Pay withheld for TSP from current pay entitlement.
- **69 - BONUS PAY RATE.** The percentage of Bonus Pay elected towards TSP contribution.
- **70 - BONUS PAY CURRENT.** The amount of Bonus Pay withheld for TSP from current pay entitlement.
- **71** - Reserved for future use.
- **72 - TSP YTD DEDUCTION (TSP YEAR TO DATE DEDUCTION):** Dollar amount of TSP contributions deducted for the year.
- **73 - DEFERRED:** Dollar amount of pay elected to be deferred during the tax year.
- **74 - EXEMPT:** Dollar amount of TSP contributions that are reported as tax exempt to the Internal Revenue Service (IRS).
- **75** - Reserved for future use.
- **76 - REMARKS.** Notices of starts, stops and changes to a member's pay items as well as general notices from varying levels of command may appear.
- **77 - YTD ENTITLE.** The cumulative total of all entitlements for the calendar year.
- **78 - YTD DEDUCT.** The cumulative total of all deductions for the calendar year.

EXTENDED MILITARY BENEFITS PACKAGE
MILITARY PAY RATE TABLES

The following **Military Pay Rate Tables** are provided to assist in the interpretation of pay information on the Leave and Earning Statements (LESs). If an employee's LES is for anything other than a semi-monthly period, please use the pay rate and his/her years of service to determine the pay for a semi-monthly period. Please note: **the pay in the Pay Rate Tables are for monthly periods.**

BASIC PAY - Effective July 1, 2001

Pay Grade	Under 2	Over 2	Over 3	Over 4	Over 6	Over 8	Over 10	Over 12	Over 14	Over 16	Over 18	Over 20	Over 22	Over 24	Over 26
	Cumulative Years of Service														
O-10 1/ & 2/	8,518.80	8,818.50				9,156.90		9,664.20		10,356.00		11,049.30	11,103.90	11,334.60	11,737.20
O-9 1/ & 2/	7,550.10	7,747.80	7,912.80			8,114.10		8,451.60		9,156.90		9,664.20	9,803.40	10,004.70	10,356.00
O-8 2/	6,838.20	7,062.30	7,210.50	7,252.20	7,437.30	7,747.80	7,819.80	8,114.10	8,198.70	8,451.60	8,818.50	9,156.90	9,382.80		
O-7 2/	5,682.30	6,068.40		6,112.50	6,340.80	6,514.50	6,715.50	6,915.90	7,116.90	7,747.80	8,280.90				8,322.60
O-6 2/	4,211.40	4,626.60	4,930.20		4,949.10	5,160.90	5,189.10		5,360.70	6,005.40	6,311.40	6,617.40	6,791.40	6,967.80	7,309.80
O-5 2/	3,368.70	3,954.90	4,228.80	4,280.40	4,450.50		4,584.30	4,831.80	5,155.80	5,481.60	5,637.00	5,790.30	5,964.60		
O-4 2/	2,839.20	3,457.20	3,687.90	3,739.50	3,953.40	4,127.70	4,409.70	4,629.30	4,781.70	4,935.00	4,986.60				
O-3 2/	2,638.20	2,991.00	3,228.00	3,489.30	3,656.40	3,839.70	3,992.70	4,189.80	4,292.10						
O-2 2/	2,301.00	2,620.80	3,018.60	3,120.30	3,184.80										
O-1 2/	1,997.70	2,079.00	2,512.80												
O-3E 2/ & 3/				3,489.30	3,656.40	3,839.70	3,992.70	4,189.80	4,355.70	4,450.50	4,580.40				
O-2E 2/ & 3/				3,120.30	3,184.80	3,285.90	3,457.20	3,589.50	3,687.90						
O-1E 2/ & 3/				2,512.80	2,684.10	2,783.10	2,884.20	2,984.10	3,120.30						
W-5 2/												4,640.70	4,800.00	4,959.90	5,120.10
W-4 2/	2,688.00	2,891.70	2,974.80	3,056.70	3,197.40	3,336.30	3,477.00	3,614.10	3,756.30	3,892.50	4,032.00	4,168.20	4,309.50	4,448.40	4,590.90
W-3 2/	2,443.20	2,649.90		2,684.10	2,793.90	2,919.00	3,084.30	3,184.80	3,294.60	3,420.30	3,545.10	3,669.90	3,794.70	3,919.80	4,045.20
W-2 2/	2,139.60	2,315.10		2,391.00	2,512.80	2,649.90	2,750.70	2,851.50	2,949.60	3,058.20	3,169.50	3,280.80	3,391.80	3,503.40	
W-1 2/	1,782.60	2,043.90		2,214.60	2,315.10	2,419.20	2,523.30	2,626.80	2,731.50	2,835.90	2,940.00	3,018.60			
E-9 2/ & 4/							3,126.90	3,197.40	3,287.10	3,392.40	3,498.00	3,601.80	3,742.80	3,882.60	4,060.80
E-8 2/						2,622.00	2,697.90	2,768.40	2,853.30	2,945.10	3,041.10	3,138.00	3,278.10	3,417.30	3,612.60
E-7 2/	1,831.20	1,999.20	2,075.10	2,149.80	*2,228.10*	*2,362.20*	*2,437.80*	*2,512.80*	*2,588.10*	*2,666.10*	*2,742.00*	*2,817.90*	*2,949.60*	*3,034.80*	3,250.50
E-6 2/	1,575.00	1,740.30	1,817.40	1,891.80	*1,969.80*	*2,097.30*	*2,174.10*	*2,248.80*	*2,325.00*	*2,379.60*	*2,421.30*	*{Pay grades E-5 to E-7 received an increase*			
E-5 2/	1,381.80	1,549.20	1,623.90	1,701.00	*1,779.30*	*1,888.50*	*1,962.90*	*2,040.30*				*in basic pay iaw. P.L. 106-398.}*			
E-4 2/	1,288.80	1,423.80	1,500.60	1,576.20	1,653.00										
E-3 2/	1,214.70	1,307.10	1,383.60	1,385.40											
E-2 2/	1,169.10														
E-1 4mos+ 2/	1,042.80														
E-1 <4mos 2/	964.80														
Cadets/Mid-shipmen	600.00														

Notes:

1. While serving as JCS/Vice JCS, CNO, CMC, Army/Air Force CS, basic pay is $12,950.70 (See note 2).
2. Basic pay for an O-7 to O-10 is limited by Level III of the Executive Schedule which is $11,141.70. Basic pay for O-6 and below is limited by Level V of the Executive Schedule which is $9,800.10.
3. Applicable to O-1 to O-3 with at least 4 years & 1 day of active duty as a warrant and/or enlisted member.
4. For the MCPO of the Navy, CMSgt of the AF, Sergeant Major of the Army or Marine Corps, basic pay is $4,893.60. Combat Zone Tax Exclusion for O-1 & above is based on this basic pay rate plus HFP/IDP.

Basic Allowance for Housing (BAH-II &Diff)

With Dependent	Without Dependent	BAH DIFF
1,152.60	936.60	223.50
1,152.60	936.60	223.50
1,152.60	936.60	223.50
1,152.60	936.60	223.50
1,037.70	859.20	184.80
1,000.50	827.40	178.80
881.70	766.50	118.80
729.30	614.70	118.50
622.80	487.50	140.10
557.10	410.70	151.50
783.90	663.60	124.50
707.40	564.00	148.80
653.70	485.40	174.30
851.10	779.10	74.40
780.30	691.80	91.50
715.20	581.70	138.00
657.60	516.00	145.80
568.80	432.60	141.00
748.80	568.20	186.60
690.60	521.70	174.60
641.10	445.50	202.20
592.50	403.20	195.30
532.80	372.00	166.20
462.90	323.40	144.00
431.10	317.40	117.60
410.70	257.70	158.10
410.70	230.10	186.60
410.70	230.10	186.60

MONTHLY CAREER SEA PAY

Pay Grade	1 or Less	Over 1	Over 2	Over 3	Over 4	Over 5	Over 6	Over 7	Over 8	Over 9	Over 10	Over 11	Over 12	Over 13	Over 14	Over 16	Over 20
	*Cumulative Years of Sea Duty **																
O-6				225.00	230.00		240.00	255.00	265.00	280.00	290.00		310.00		325.00	340.00	380.00
O-5				225.00				230.00	245.00	250.00	260.00	265.00			285.00	300.00	340.00
O-4				185.00	190.00	200.00	205.00	215.00	220.00		225.00		240.00		270.00	280.00	300.00
O-3				150.00	160.00	185.00	190.00	195.00	205.00	215.00	225.00		240.00		260.00	270.00	290.00
O-2				150.00	160.00	185.00	190.00	195.00	205.00	215.00	225.00		240.00		250.00	260.00	280.00
O-1				150.00	160.00	185.00	190.00	195.00	205.00	215.00	225.00		240.00		250.00	260.00	280.00
W-4 & W-5	150.00				170.00	290.00	310.00				350.00	375.00	400.00		450.00		
W-3	150.00				170.00	270.00	280.00	285.00	290.00	310.00	350.00	375.00	400.00		425.00		
W-2	150.00				170.00	260.00	265.00		270.00	310.00	340.00		375.00		400.00		
W-1	130.00	135.00	140.00	150.00	170.00	175.00	200.00	250.00	270.00	300.00	325.00		340.00		360.00	375.00	
E-9	100.00		120.00	175.00	190.00	350.00		375.00	390.00	400.00		410.00	420.00	450.00	475.00	520.00	
E-7 & E-8	100.00		120.00	175.00	190.00	350.00		375.00	390.00	400.00		410.00	420.00	450.00	475.00	500.00	
E-6	100.00		120.00	150.00	170.00	315.00	325.00	350.00		365.00			380.00	395.00	410.00	425.00	
E-5	50.00	60.00	120.00	150.00	170.00	315.00	325.00	350.00									

BASIC PAY

Effective: January 1, 2002

	Cumulative Years of Service[5/]														
Pay Grade	Under 2	Over 2	Over 3	Over 4	Over 6	Over 8	Over 10	Over 12	Over 14	Over 16	Over 18	Over 20	Over 22	Over 24	Over 26
O-10 1/ & 2/												11,601.90	11,659.20	11,901.30	12,324.00
O-9 1/ & 2/												10,147.50	10,293.60	10,504.80	10,873.80
O-8 2/	7,180.20	7,415.40	7,571.10	7,614.90	7,809.30	8,135.10	8,210.70	8,519.70	8,608.50	8,874.30	9,259.50	9,614.70			
O-7 2/	5,966.40	6,371.70	6,418.20	6,657.90	6,840.30	7,051.20	7,261.80	7,472.70	8,135.10	8,694.90	8,694.90				8,738.70
O-6 2/	4,422.00	4,857.90	5,176.80		5,196.60	5,418.90	5,448.60		5,628.60	6,305.70	6,627.00	6,948.30	7,131.00	7,316.10	7,675.20
O-5 2/	3,537.00	4,152.60	4,440.30	4,494.30		4,673.10	4,813.50	5,073.30	5,413.50	5,755.80	5,919.00	6,079.80	6,262.80		
O-4 2/	3,023.70	3,681.90	3,927.60	3,982.50	4,210.50	4,395.90	4,696.20	4,930.20	5,092.50	5,255.70	5,310.60				
O-3 2/	2,796.60	3,170.40	3,421.80	3,698.70	3,875.70	4,070.10	4,232.40	4,441.20	4,549.50						
O-2 2/	2,416.20	2,751.90	3,169.50	3,276.30	3,344.10										
O-1 2/	2,097.60	2,183.10	2,638.50												
O-3E 2/ & 3/				3,698.70	3,875.70	4,070.10	4,232.40	4,441.20	4,617.00	4,717.50	4,855.20				
O-2E 2/ & 3/				3,276.30	3,344.10	3,450.30	3,630.00	3,768.90	3,872.40						
O-1E 2/ & 3/				2,638.50	2,818.20	2,922.30	3,028.50	3,133.20	3,276.30						
W-5 2/												4,965.60	5,136.00	5,307.00	5,478.60
W-4 2/	2,889.60	3,108.60	3,198.00	3,285.90	3,437.10	3,586.50	3,737.70	3,885.30	4,038.00	4,184.40	4,334.40	4,480.80	4,632.60	4,782.00	4,935.30
W-3 2/	2,638.80	2,862.00		2,898.90	3,017.40	3,152.40	3,330.90	3,439.50	3,558.30	3,693.90	3,828.60	3,963.60	4,098.30	4,233.30	4,368.90
W-2 2/	2,321.40	2,454.00	2,569.80	2,654.10	2,726.40	2,875.20	2,984.40	3,093.90	3,200.40	3,318.00	3,438.90	3,559.80	3,680.10	3,801.30	
W-1 2/	2,049.90	2,217.60	2,330.10	2,402.70	2,511.90	2,624.70	2,737.80	2,850.00	2,963.70	3,077.10	3,189.90	3,275.10			
E-9 2/ & 4/							3,423.90	3,501.30	3,599.40	3,714.60	3,830.40	3,944.10	4,098.30	4,251.30	4,467.00
E-8 2/						2,858.10	2,940.60	3,017.70	3,110.10	3,210.30	3,314.70	3,420.30	3,573.00	3,724.80	3,937.80
E-7 2/	1,986.90	2,169.00	2,251.50	2,332.50	2,417.40	2,562.90	2,645.10	2,726.40	2,808.00	2,892.60	2,975.10	3,057.30	3,200.40	3,292.80	3,526.80
E-6 2/	1,701.00	1,870.80	1,953.60	2,033.70	2,117.40	2,254.50	2,337.30	2,417.40	2,499.30	2,558.10	2,602.80				
E-5 2/	1,561.50	1,665.30	1,745.70	1,828.50	1,912.80	2,030.10	2,110.20	2,193.30							
E-4 2/	1,443.60	1,517.70	1,599.60	1,680.30	1,752.30										
E-3 2/	1,303.50	1,385.40	1,468.50												
E-2 2/	1,239.30														
E-1 (4mos +)	1,105.50														
E-1 (<4 mos)	1,022.70														
Cadets/Mid-shipmen	734.10														

NOTES:

1. While serving as JCS/Vice JCS, CNO, CMC, Army/Air Force CS, basic pay is $13,598.10 (See note 2).
2. Basic pay for an O-7 to O-10 is limited by Level III of the Executive Schedule which is $11,516.70. Basic pay for for O-6 and below is limited by Level V of the Executive Schedule which is $10,133.40.
3. Applicable to O-1 to O-3 with at least 4 years & 1 day of active duty as a warrant and/or enlisted member.
4. For the MCPO of the Navy, CMSgt of the AF, Sergeant Major of the Army or Marine Corps, basic pay is $5,382.90. Combat Zone Tax Exclusion for O-1 and above is based on this basic pay rate plus HFP/IDP.
5. If there is no amount under cumulative years of service the immediately to the left applies.

BASIC PAY—EFFECTIVE JANUARY 1, 2003[1/]

Cumulative Years of Service

Pay Grade	2 or less	Over 2	Over 3	Over 4	Over 6	Over 8	Over 10	Over 12	Over 14	Over 16	Over 18	Over 20	Over 22	Over 24	Over 26
O-10[2/]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,077.70	12,137.10	12,389.40	12,829.20
O-9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,563.60	10,715.70	10,935.60	11,319.60
O-8	7,474.50	7,719.30	7,881.60	7,927.20	8,129.40	8,468.70	8,547.30	8,868.90	8,961.30	9,238.20	9,639.00	10,008.90	10,255.80	10,255.80	10,255.80
O-7	6,210.90	6,499.20	6,633.00	6,739.20	6,930.90	7,120.80	7,340.40	7,559.40	7,779.00	8,468.70	9,051.30	9,051.30	9,051.30	9,051.30	9,096.90
O-6	4,603.20	5,057.10	5,388.90	5,388.90	5,409.60	5,641.20	5,672.10	5,672.10	5,994.60	6,564.30	6,898.80	7,233.30	7,423.50	7,616.10	7,989.90
O-5	3,837.60	4,323.00	4,622.40	4,678.50	4,864.80	4,977.00	5,222.70	5,403.00	5,635.50	5,991.90	6,161.70	6,329.10	6,519.60	6,519.60	6,519.60
O-4	3,311.10	3,832.80	4,088.70	4,145.70	4,383.00	4,637.70	4,954.50	5,201.40	5,372.70	5,471.10	5,528.40	5,528.40	5,528.40	5,528.40	5,528.40
O-3	2,911.20	3,300.30	3,562.20	3,883.50	4,069.50	4,273.50	4,405.80	4,623.30	4,736.10	4,736.10	4,736.10	4,736.10	4,736.10	4,736.10	4,736.10
O-2	2,515.20	2,864.70	3,299.40	3,410.70	3,481.20	3,481.20	3,481.20	3,481.20	3,481.20	3,481.20	3,481.20	3,481.20	3,481.20	3,481.20	3,481.20
O-1	2,183.70	2,272.50	2,746.80	2,746.80	2,746.80	2,746.80	2,746.80	2,746.80	2,746.80	2,746.80	2,746.80	2,746.80	2,746.80	2,746.80	2,746.80
O-3E[3/]	0.00	0.00	0.00	3,883.50	4,069.50	4,273.50	4,405.80	4,623.30	4,806.30	4,911.00	5,054.40				
O-2E[3/]	0.00	0.00	0.00	3,410.70	3,481.20	3,591.90	3,778.80	3,923.40	4,031.10	4,031.10	4,031.10				
O-1E[3/]	0.00	0.00	0.00	2,746.80	2,933.70	3,042.00	3,152.70	3,261.60	3,410.70	3,410.70	3,410.70				
W-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,169.30	5,346.60	5,524.50	5,703.30
W-4	3,008.10	3,236.10	3,329.10	3,420.60	3,578.10	3,733.50	3,891.00	4,044.60	4,203.60	4,356.00	4,512.00	4,664.40	4,822.50	4,978.20	5,137.50
W-3	2,747.10	2,862.00	2,979.30	3,017.70	3,141.00	3,281.70	3,467.40	3,580.50	3,771.90	3,915.60	4,058.40	4,201.50	4,266.30	4,407.00	4,548.00
W-2	2,416.50	2,554.50	2,675.10	2,763.00	2,838.30	2,993.10	3,148.50	3,264.00	3,376.50	3,453.90	3,579.90	3,705.90	3,831.00	3,957.30	3,957.30
W-1	2,133.90	2,308.50	2,425.50	2,501.10	2,662.50	2,782.20	2,888.40	3,006.90	3,085.20	3,203.40	3,320.70	3,409.50	3,409.50	3,409.50	3,409.50
E-9[4/]	0.00	0.00	0.00	0.00	0.00	0.00	3,564.30	3,645.00	3,747.00	3,867.00	3,987.30	4,180.80	4,344.30	4,506.30	4,757.40
E-8	0.00	0.00	0.00	0.00	0.00	2,975.40	3,061.20	3,141.30	3,237.60	3,342.00	3,530.10	3,625.50	3,787.50	3,877.50	4,099.20
E-7	2,068.50	2,257.80	2,343.90	2,428.20	2,516.40	2,667.90	2,753.40	2,838.30	2,990.40	3,066.30	3,138.60	3,182.70	3,331.50	3,427.80	3,671.40
E-6	1,770.60	1,947.60	2,033.70	2,117.10	2,204.10	2,400.90	2,477.40	2,562.30	2,636.70	2,663.10	2,709.60	2,709.60	2,709.60	2,709.60	2,709.60
E-5	1,625.40	1,733.70	1,817.40	1,903.50	2,037.00	2,151.90	2,236.80	2,283.30	2,283.30	2,283.30	2,283.30	2,283.30	2,283.30	2,283.30	2,283.30
E-4	1,502.70	1,579.80	1,665.30	1,749.30	1,824.00										
E-3	1,356.90	1,442.10	1,528.80	1,528.80	1,528.80										
E-2	1,290.00	1,290.00	1,290.00	1,290.00	1,290.00										
E-1 4 mos +	1,150.80	1,150.80	1,150.80	1,150.80	1,150.80										
E-1 -4 mos	1,064.70														

NOTES:

1. While serving as JCS/Vice JCS, CNO, CMC, Army/Air Force CS, basic pay is $14,155.50 (See note 2).
2. Basic pay for an O-7 to O-10 is limited by Level III of the Executive Schedule which is $11,874.90. Basic pay for O-6 and below is limited by Level V of the Executive Schedule which is $10,449.90.
3. Applicable to O-1 to O-3 with at least 4 years & 1 day of active duty as a warrant and/or enlisted member.
4. For the MCPO of the Navy, CMSgt of the AF, Sergeant Major of the Army or Marine Corps, basic pay is $5,732.70. Combat Zone Tax Exclusion for O-1 and above is based on this basic pay rate plus HFP/IDP.

BASIC PAY—EFFECTIVE JANUARY 1, 2004[1/]

Pay Grade	Cumulative Years of Service														
	2 or less	Over 2	Over 3	Over 4	Over 6	Over 8	Over 10	Over 12	Over 14	Over 16	Over 18	Over 20	Over 22	Over 24	Over 26
O-10[2/]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12524.70	12586.20	12847.80	13303.80
O-9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10954.50	11112.30	11340.30	11738.40
O-8	7751.10	8004.90	8173.20	8220.60	8430.30	8781.90	8863.50	9197.10	9292.80	9579.90	9995.70	10379.10	10635.30	10635.30	10635.30
O-7	6440.70	6739.80	6878.40	6988.50	7187.40	7384.20	7611.90	7839.00	8066.70	8781.90	9386.10	9386.10	9386.10	9386.10	9433.50
O-6	4773.60	5244.30	5588.40	5588.40	5609.70	5850.00	5882.10	5882.10	6216.30	6807.30	7154.10	7500.90	7698.30	7897.80	8285.40
O-5	3979.50	4482.90	4793.40	4851.60	5044.80	5161.20	5415.90	5602.80	5844.00	6213.60	6389.70	6563.40	6760.80	6760.80	6760.80
O-4	3433.50	3974.70	4239.90	4299.00	4545.30	4809.30	5137.80	5394.00	5571.60	5673.60	5733.00	5733.00	5733.00	5733.00	5733.00
O-3	3018.90	3422.40	3693.90	4027.20	4220.10	4431.60	4568.70	4794.30	4911.30	4911.30	4911.30	4911.30	4911.30	4911.30	4911.30
O-2	2608.20	2970.60	3421.50	3537.00	3609.90	3609.90	3609.90	3609.90	3609.90	3609.90	3609.50	3609.50	3609.50	3609.50	3609.50
O-1	2264.40	2356.50	2848.50	2848.50	2848.50	2848.50	2848.50	2848.50	2848.50	2848.50	2848.50	2848.50	2848.50	2848.50	2848.50
O-3E[3/]	0.00	0.00	0.00	4027.20	4220.10	4431.60	4568.70	4794.30	4984.20	5092.80	5241.30	5241.30	5241.30	5241.30	5241.30
O-2E[3/]	0.00	0.00	0.00	3537.00	3609.90	3724.80	3918.60	4068.60	4180.20	4180.20	4180.20	4180.20	4180.20	4180.20	4180.20
O-1E[3/]	0.00	0.00	0.00	2848.50	3042.30	3154.50	3269.40	3382.20	3537.00	3537.00	3537.00	3537.00	3537.00	3537.00	3537.00
W-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5360.70	5544.30	5728.80	5914.20
W-4	3119.40	3355.80	3452.40	3547.20	3710.40	3871.50	4035.00	4194.30	4359.00	4617.30	4782.60	4944.30	5112.00	5277.00	5445.90
W-3	2848.80	2967.90	3089.40	3129.30	3257.10	3403.20	3595.80	3786.30	3988.80	4140.60	4291.80	4356.90	4424.10	4570.20	4716.30
W-2	2505.90	2649.00	2774.10	2865.30	2943.30	3157.80	3321.60	3443.40	3562.20	3643.80	3712.50	3843.00	3972.60	4103.70	4103.70
W-1	2212.80	2394.00	2515.20	2593.50	2802.30	2928.30	3039.90	3164.70	3247.20	3321.90	3443.70	3535.80	3535.80	3535.80	3535.80
E-9[4/]	0.00	0.00	0.00	0.00	0.00	0.00	3769.20	3854.70	3962.40	4089.30	4216.50	4421.10	4594.20	4776.60	5054.70
E-8	0.00	0.00	0.00	0.00	0.00	3085.50	3222.00	3306.30	3407.70	3517.50	3715.50	3815.70	3986.40	4081.20	4314.30
E-7	2145.00	2341.20	2430.60	2549.70	2642.10	2801.40	2891.10	2980.20	3139.80	3219.60	3295.50	3341.70	3498.00	3599.10	3855.00
E-6	1855.50	2041.20	2131.20	2218.80	2310.00	2516.10	2596.20	2685.30	2763.30	2790.90	2809.80	2809.80	2809.80	2809.80	2809.80
E-5	1700.10	1813.50	1901.10	1991.10	2130.60	2250.90	2339.70	2367.90	2367.90	2367.90	2367.90	2367.90	2367.90	2367.90	2367.90
E-4	1558.20	1638.30	1726.80	1814.10	1891.50										
E-3	1407.00	1495.50	1585.50	1585.50	1585.50										
E-2	1337.70	1337.70	1337.70	1337.70	1337.70										
E-1 4 mos +	1193.40	1193.40	1193.40	1193.40	1193.40										
E-1 -4 mos	1,104.00														

NOTES:

1. While serving as JCS/Vice JCS, CNO, CMC, Army/Air Force CS, basic pay is $14,634.20 (See note 2).
2. Basic pay for an O-7 to O-10 is limited by Level III of the Executive Schedule which is $12,050.00. Basic pay for O-6 and below is limited by Level V of the Executive Schedule which is $10,608.30
3. Applicable to O-1 to O-3 with at least 4 years & 1 day of active duty or 1460 points as a warrant and/or enlisted member. See DoDFMR for more detailed explanation on who is eligible for this special basic pay rate.
4. For the MCPO of the Navy, CMSgt of the AF, Sergeant Major of the Army or Marine Corps, basic pay is $6,090.90. Combat Zone Tax Exclusion for O-1 and above is based on this basic pay rate plus HFP/IDP which is $225.00.

PROPOSED BASIC PAY—EFFECTIVE JANUARY 1, 2005[1/]

Cumulative Years of Service

Pay Grade	2 or less	Over 2	Over 3	Over 4	Over 6	Over 8	Over 10	Over 12	Over 14	Over 16	Over 18	Over 20	Over 22	Over 24	Over 26
O-10[2/]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,963.00	13,026.60	13,297.50	13,769.40
O-9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,337.90	11,501.10	11,737.20	12,149.10
O-8	8,022.30	8,285.10	8,459.40	8,508.30	8,725.50	9,089.40	9,173.70	9,519.00	9,618.00	9,915.30	10,345.50	10,742.40	11,007.60	11,007.60	11,007.60
O-7	6,666.00	6,975.60	7,119.00	7,233.00	7,439.10	7,642.50	7,878.30	8,113.50	8,349.00	9,089.40	9,714.60	9,714.60	9,714.60	9,714.60	9,763.80
O-6	4,940.70	5,427.90	5,784.00	5,784.00	5,805.90	6,054.90	6,087.90	6,087.90	6,433.80	7,045.50	7,404.60	7,763.40	7,967.70	8,174.10	8,575.50
O-5	4,118.70	4,639.80	4,961.10	5,021.40	5,221.50	5,341.80	5,605.50	5,799.00	6,048.60	6,431.10	6,613.20	6,793.20	6,997.50	6,997.50	6,997.50
O-4	3,553.80	4,113.90	4,388.40	4,449.60	4,704.30	4,977.60	5,317.50	5,582.70	5,766.60	5,872.20	5,933.70	5,933.70	5,933.70	5,933.70	5,933.70
O-3	3,124.50	3,542.10	3,823.20	4,168.20	4,367.70	4,586.70	4,728.60	4,962.00	5,083.20	5,083.20	5,083.20	5,083.20	5,083.20	5,083.20	5,083.20
O-2	2,699.40	3,074.70	3,541.20	3,660.90	3,736.20	3,736.20	3,736.20	3,736.20	3,736.20	3,736.20	3,736.20	3,736.20	3,736.20	3,736.20	3,736.20
O-1	2,343.60	2,439.00	2,948.10	2,948.10	2,948.10	2,948.10	2,948.10	2,948.10	2,948.10	2,948.10	2,948.10	2,948.10	2,948.10	2,948.10	2,948.10
O-3E[3/]	0.00	0.00	0.00	4,168.20	4,367.70	4,586.70	4,728.60	4,962.00	5,158.50	5,271.00	5,424.60	5,424.60	5,424.60	5,424.60	5,424.60
O-2E[3/]	0.00	0.00	0.00	3,660.90	3,736.20	3,855.30	4,055.70	4,211.10	4,326.60	4,326.60	4,326.60	4,326.60	4,326.60	4,326.60	4,326.60
O-1E[3/]	0.00	0.00	0.00	2,948.10	3,148.80	3,264.90	3,383.70	3,500.70	3,660.90	3,660.90	3,660.90	3,660.90	3,660.90	3,660.90	3,660.90
W-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,548.20	5,738.40	5,929.20	6,121.20
W-4	3,228.60	3,473.40	3,573.30	3,671.40	3,840.30	4,007.10	4,176.30	4,341.00	4,511.70	4,779.00	4,950.00	5,117.40	5,290.80	5,461.80	5,636.40
W-3	2,948.40	3,071.70	3,197.40	3,238.80	3,371.10	3,522.30	3,721.80	3,918.90	4,128.30	4,285.50	4,442.10	4,509.30	4,578.90	4,730.10	4,881.30
W-2	2,593.50	2,741.70	2,871.30	2,965.50	3,046.20	3,268.20	3,438.00	3,564.00	3,687.00	3,771.30	3,842.40	3,977.40	4,111.50	4,247.40	4,247.40
W-1	2,290.20	2,477.70	2,603.10	2,684.40	2,900.40	3,030.90	3,146.40	3,275.40	3,360.90	3,438.30	3,564.30	3,659.70	3,659.70	3,659.70	3,659.70
E-9[4/]	0.00	0.00	0.00	0.00	0.00	0.00	3,901.20	3,989.70	4,101.00	4,232.40	4,364.10	4,575.90	4,755.00	4,943.70	5,231.70
E-8	0.00	0.00	0.00	0.00	0.00	3,193.50	3,334.80	3,422.10	3,527.10	3,640.50	3,845.40	3,949.20	4,125.90	4,224.00	4,465.20
E-7	2,220.00	2,423.10	2,515.80	2,638.80	2,734.50	2,899.50	2,992.20	3,084.60	3,249.60	3,332.40	3,410.70	3,458.70	3,620.40	3,725.10	3,990.00
E-6	1,920.30	2,112.60	2,205.90	2,296.50	2,391.00	2,604.30	2,687.10	2,779.20	2,859.90	2,888.70	2,908.20	2,908.20	2,908.20	2,908.20	2,908.20
E-5	1,759.50	1,877.10	1,967.70	2,060.70	2,205.30	2,329.80	2,421.60	2,450.70	2,450.70	2,450.70	2,450.70	2,450.70	2,450.70	2,450.70	2,450.70
E-4	1,612.80	1,695.60	1,787.10	1,877.70	1,957.80										
E-3	1,456.20	1,547.70	1,641.00	1,641.00	1,641.00										
E-2	1,384.50	1,384.50	1,384.50	1,384.50	1,384.50										
E-1 4 mos +	1,235.10	1,235.10	1,235.10	1,235.10	1,235.10										
E-1 -4 mos	1,142.70														

NOTES:

1. While serving as JCS/Vice JCS, CNO, CMC, Army/Air Force CS, commander of a unified or specified combatant command, basic pay is $15,146.40 (See note 2).
2. Basic pay for an O-7 to O-10 is limited by Level III of the Executive Schedule which is $12,433.20. Basic pay for O-6 and below is limited by Level V of the Executive Schedule which is $10,950.00.
3. Applicable to O-1 to O-3 with at least 4 years & 1 day of active duty or more than 1460 points as a warrant and/or enlisted member. See DoDFMR for more detailed explanation on who is eligible for this special basic pay rate.
4. For the MCPO of the Navy, CMSgt of the AF, Sergeant Major of the Army or Marine Corps, basic pay is $6,304.20. Combat Zone Tax Exclusion for O-1 and above is based on this basic pay rate plus HFP/IDP which is $225.00.

BASIC PAY—EFFECTIVE JANUARY 1, 2006[1/]

Cumulative Years of Service

Pay Grade	2 or less	Over 2	Over 3	Over 4	Over 6	Over 8	Over 10	Over 12	Over 14	Over 16	Over 18	Over 20	Over 22	Over 24	Over 26
O-10[2/]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,365.00	13,430.40	13,709.70	14,196.30
O-9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,689.50	11,857.50	12,101.10	12,525.60
O-8	8,271.00	8,541.90	8,721.60	8,772.00	8,996.10	9,371.10	9,458.10	9,814.20	9,916.20	10,222.80	10,666.20	11,075.40	11,348.70	11,348.70	11,348.70
O-7	6,872.70	7,191.90	7,339.80	7,457.10	7,669.80	7,879.50	8,122.50	8,364.90	8,607.90	9,371.10	10,015.80	10,015.80	10,015.80	10,015.80	10,066.50
O-6	5,094.00	5,596.20	5,963.40	5,963.40	5,985.90	6,242.70	6,276.60	6,276.60	6,633.30	7,263.90	7,634.10	8,004.00	8,214.60	8,427.60	8,841.30
O-5	4,246.50	4,783.50	5,115.00	5,177.10	5,383.50	5,507.40	5,779.20	5,978.70	6,236.10	6,630.60	6,818.10	7,003.80	7,214.40	7,214.40	7,214.40
O-4	3,663.90	4,241.40	4,524.30	4,587.60	4,850.10	5,131.80	5,482.20	5,755.80	5,945.40	6,054.30	6,117.60	6,117.60	6,117.60	6,117.60	6,117.60
O-3	3,221.40	3,651.90	3,941.70	4,297.50	4,503.00	4,728.90	4,875.30	5,115.90	5,240.70	5,240.70	5,240.70	5,240.70	5,240.70	5,240.70	5,240.70
O-2	2,783.10	3,170.10	3,651.00	3,774.30	3,852.00	3,852.00	3,852.00	3,852.00	3,852.00	3,852.00	3,852.00	3,852.00	3,852.00	3,852.00	3,852.00
O-1	2,416.20	2,514.60	3,039.60	3,039.60	3,039.60	3,039.60	3,039.60	3,039.60	3,039.60	3,039.60	3,039.60	3,039.60	3,039.60	3,039.60	3,039.60
O-3E[3/]	0.00	0.00	0.00	4,297.50	4,503.00	4,728.90	4,875.30	5,115.90	5,318.40	5,434.50	5,592.90	5,592.90	5,592.90	5,592.90	5,592.90
O-2E[3/]	0.00	0.00	0.00	3,774.30	3,852.00	3,974.70	4,181.40	4,341.60	4,460.70	4,460.70	4,460.70	4,460.70	4,460.70	4,460.70	4,460.70
O-1E[3/]	0.00	0.00	0.00	3,039.60	3,246.30	3,366.00	3,488.70	3,609.30	3,774.30	3,774.30	3,774.30	3,774.30	3,774.30	3,774.30	3,774.30
W-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,720.10	5,916.30	6,113.10	6,311.10
W-4	3,328.80	3,581.10	3,684.00	3,785.10	3,959.40	4,131.30	4,305.90	4,475.70	4,651.50	4,927.20	5,103.60	5,276.10	5,454.90	5,631.00	5,811.00
W-3	3,039.90	3,166.80	3,296.40	3,339.30	3,475.50	3,631.50	3,837.30	4,040.40	4,256.40	4,418.40	4,579.80	4,649.10	4,720.80	4,876.80	5,032.50
W-2	2,673.90	2,826.60	2,960.40	3,057.30	3,140.70	3,369.60	3,544.50	3,674.40	3,801.30	3,888.30	3,961.50	4,100.70	4,239.00	4,379.10	4,379.10
W-1	2,361.30	2,554.50	2,683.80	2,767.50	2,990.40	3,124.80	3,243.90	3,376.80	3,465.00	3,544.80	3,674.70	3,773.10	3,773.10	3,773.10	3,773.10
E-9[4/]	0.00	0.00	0.00	0.00	0.00	0.00	4,022.10	4,113.30	4,228.20	4,363.50	4,499.40	4,717.80	4,902.30	5,097.00	5,394.00
E-8	0.00	0.00	0.00	0.00	0.00	3,292.50	3,438.30	3,528.30	3,636.30	3,753.30	3,964.50	4,071.60	4,253.70	4,354.80	4,603.50
E-7	2,288.70	2,498.10	2,593.80	2,720.70	2,819.40	2,989.50	3,084.90	3,180.30	3,350.40	3,435.60	3,516.30	3,565.80	3,732.60	3,840.60	4,113.60
E-6	1,979.70	2,178.00	2,274.30	2,367.60	2,465.10	2,685.00	2,770.50	2,865.30	2,948.70	2,978.10	2,998.50	2,998.50	2,998.50	2,998.50	2,998.50
E-5	1,814.10	1,935.30	2,028.60	2,124.60	2,273.70	2,402.10	2,496.60	2,526.60	2,526.60	2,526.60	2,526.60	2,526.60	2,526.60	2,526.60	2,526.60
E-4	1,662.90	1,748.10	1,842.60	1,935.90	2,018.40										
E-3	1,501.20	1,595.70	1,692.00	1,692.00	1,692.00										
E-2	1,427.40	1,427.40	1,427.40	1,427.40	1,427.40										
E-1 4 mos +	1,273.50	1,273.50	1,273.50	1,273.50	1,273.50										
E-1 <4 mos	1,178.10	0.00	0.00	0.00	0.00										

NOTES:

1. *While serving as JCS/Vice JCS, CNO, CMC, Army/Air Force Chief of Staff, commander of a unified or specified combatant command, basic pay is $15,615.90 (See note 2).*
2. *Basic pay for an O-7 to O-10 is limited by Level III of the Executive Schedule which is $12,666.60. Basic pay for O-6 and below is limited by Level V of the Executive Schedule which is $11,158.20.*
3. *Applicable to O-1 to O-3 with at least 4 years & 1 day of active duty or more than 1460 points as a warrant and/or enlisted member. See DoDFMR for more detailed explanation on who is eligible for this special basic pay rate.*
4. *For the MCPO of the Navy, CMSgt of the AF, Sergeant Major of the Army, Marine Corps or Senior Enlisted Advisor of the JCS, basic pay is $6499.50. CZTE for O-1 and above is based on this basic pay rate plus HFP/IDP which is $225.00.*

MONTHLY BASIC PAY TABLE

EFFECTIVE 1 JANUARY 2007

YEARS OF SERVICE

PAY GRADE	<2	2	3	4	6	8	10	12	14	16	18	20	22	24	26
COMMISSIONED OFFICERS															
O-10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13659.00	13725.90	14011.20	14508.60
O-9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11946.60	12118.50	12367.20	12801.30
O-8	8453.10	8729.70	8913.60	8964.90	9194.10	9577.20	9866.30	10030.20	10134.30	10447.80	10900.80	11319.00	11598.30	11598.30	11598.30
O-7	7023.90	7350.00	7501.20	7621.20	7838.40	8052.90	8301.30	8548.80	8797.20	9577.20	10236.00	10236.00	10236.00	10236.00	10287.90
O-6	5206.20	5719.20	6094.50	6094.50	6117.60	6380.10	6414.60	6414.60	6779.10	7423.80	7802.10	8180.10	8395.20	8613.00	9035.70
O-5	4339.80	4868.80	5227.50	5291.10	5502.00	5628.60	5906.40	6110.10	6373.20	6776.40	6968.10	7158.00	7373.10	7373.10	7373.10
O-4	3744.60	4334.70	4623.90	4688.40	4956.90	5244.60	5602.80	5882.40	6076.20	6187.50	6252.30	6252.30	6252.30	6252.30	6252.30
O-3	3292.20	3732.30	4028.40	4392.00	4602.00	4833.00	4982.70	5228.40	5355.90	5355.90	5355.90	5355.90	5355.90	5355.90	5355.90
O-2	2844.30	3239.70	3731.40	3857.40	3936.60	3936.60	3936.60	3936.60	3936.60	3936.60	3936.60	3936.60	3936.60	3936.60	3936.60
O-1	2469.30	2569.80	3106.50	3106.50	3106.50	3106.50	3106.50	3106.50	3106.50	3106.50	3106.50	3106.50	3106.50	3106.50	3106.50
COMMISSIONED OFFICERS WITH OVER 4 YEARS ACTIVE DUTY SERVICE AS AN ENLISTED MEMBER OR WARRANT OFFICER															
O-3E	0.00	0.00	0.00	4392.00	4602.00	4833.00	4982.70	5228.40	5435.40	5554.20	5715.90	5715.90	5715.90	5715.90	5715.90
O-2E	0.00	0.00	0.00	3857.40	3936.60	4062.00	4273.50	4437.00	4558.80	4558.80	4558.80	4558.80	4558.80	4558.80	4558.80
O-1E	0.00	0.00	0.00	3106.50	3317.70	3440.10	3565.50	3688.80	3857.40	3857.40	3857.40	3857.40	3857.40	3857.40	3857.40
WARRANT OFFICERS															
W-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5845.80	6046.50	6247.50	6450.00
W-4	3402.00	3660.00	3765.00	3868.50	4046.40	4222.20	4400.70	4574.10	4753.80	5035.50	5215.80	5392.20	5574.90	5754.90	5938.80
W-3	3106.80	3236.40	3369.00	3412.80	3552.00	3711.30	3921.60	4129.20	4350.00	4515.60	4680.60	4751.40	4824.60	4984.20	5143.20
W-2	2732.70	2886.70	3025.50	3124.50	3209.70	3443.70	3622.50	3755.10	3885.00	3973.80	4048.80	4191.00	4332.30	4475.40	4475.40
W-1	2413.20	2610.60	2742.90	2828.40	3056.10	3193.50	3315.30	3451.20	3541.20	3622.80	3755.40	3856.20	3856.20	3856.20	3856.20
ENLISTED MEMBERS															
E-9	0.00	0.00	0.00	0.00	0.00	0.00	4110.60	4203.90	4321.20	4459.50	4598.40	4821.60	5010.30	5209.20	5512.80
E-8	0.00	0.00	0.00	0.00	0.00	3364.80	3513.90	3606.00	3716.40	3835.80	4051.80	4161.30	4347.30	4450.50	4704.90
E-7	2339.10	2553.00	2650.80	2780.70	2881.50	3055.20	3152.70	3250.20	3424.20	3511.20	3593.70	3644.10	3814.80	3925.20	4204.20
E-6	2023.20	2226.00	2324.40	2419.80	2519.40	2744.10	2831.40	2928.30	3013.50	3043.50	3064.50	3064.50	3064.50	3064.50	3064.50
E-5	1854.00	1977.90	2073.30	2171.40	2323.80	2454.90	2551.50	2582.10	2582.10	2582.10	2582.10	2582.10	2582.10	2582.10	2582.10
E-4	1699.50	1786.50	1883.10	1978.50	2062.80	2062.80	2062.80	2062.80	2062.80	2062.80	2062.80	2062.80	2062.80	2062.80	2062.80
E-3	1534.20	1630.80	1729.20	1729.20	1729.20	1729.20	1729.20	1729.20	1729.20	1729.20	1729.20	1729.20	1729.20	1729.20	1729.20
E-2	1458.90	1458.90	1458.90	1458.90	1458.90	1458.90	1458.90	1458.90	1458.90	1458.90	1458.90	1458.90	1458.90	1458.90	1458.90
E-1 >4	1301.40	1301.40	1301.40	1301.40	1301.40	1301.40	1301.40	1301.40	1301.40	1301.40	1301.40	1301.40	1301.40	1301.40	1301.40
E-1 <4	1203.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	C/S	15959.40	M/S	6642.60											

FY2007, 2.2% Pay Raise Increase. Public Law No.109-364 National Defense Auth Act, signed into law on October 17, 2006.
FY2007, Increases cap on basic pay for general and flag officers (O7-O10) from Level III to Level II of the Executive Schedule. Level II and Level V increased by 1.7%.

NOTE--BASIC PAY FOR O7-O10 IS LIMITED TO $14,000.10
LEVEL II OF THE EXECUTIVE SCHEDULE
NOTE--BASIC PAY FOR O6 AND BELOW IS LIMITED TO $11,349.90
LEVEL V OF THE EXECUTIVE SCHEDULE

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

EMBP Repayment Calculation Form for EMBP Enrollees

Instructions:

Please complete this form for each deployment of each employee enrolled in the Extended Military Benefits Package. **If an employee's military pay or HHC salary changed during his/her deployment, you must complete a new form for each salary level.**

All entry fields on this form are necessary for calculating amount owed.
Please fill in all entry fields. Fields in grey will be automatically calculated.

General Information

Employee Name	Jane Military	Employee Identification Number	1234567
# Calendar Days in Employee's Pay Period	14		
Facility Name	Metropolitan	Facility Code	V16802
Facility Military Liaison Name	May Brown	Facility Military Liaison Email	may.brown@nychhc.org
Facility Military Liaison Phone	212-423-0001		
Begin Date of when Employee was in EMBP Leave Status	6/1/2003	End Date of when Employee was in EMBP Leave Status	6/1/2006

Time Period Calculation

** Please note, you must complete a new form if the HHC salary or military pay changes during a time period.*

A.	Begin Date	6/1/2003
B.	End Date	6/1/2006
C.	Total number of Calendar Days in Period of Coverage *(B - A)*	1097

HHC Salary Calculator

D.	Gross HHC Salary for a Pay Period During Deployment **(To calculate amount owed, you must use HHC salary during deployment)**	$	2,400.00
E.	**HHC Salary Earned during Period of Coverage** *(D / # Calendar Days in a Pay Period * C)*		$188,057.14

Military Pay Calculator

F.	Military Base Pay for a Pay Period (Semi-monthly)	$	1,137.15
G.	**Military Base Pay during Period of Coverage** *(F / # Calendar Days in a Pay Period * C)*		$82,015.36

Salaries Carried Over from Previous Worksheets

H.	HHC Salary Carried Over *(Row J of Previous Worksheet or enter "0" if this is the first worksheet)*	$	2,200.00	
I.	Military Pay Carried Over *(Row K of Previous Worksheet or enter "0" if this is the first worksheet)*	$	-	
J.	Running HHC Salary Total (E + H)		$190,257.14	*Line3-Determination form*
K.	Running Military Pay Total (G + I)		$82,015.36	*Line4-Determination form*

Repayment Values (to be completed on final worksheet only)

Individuals are required to repay the required amount at a rate of 10% of Gross HHC salary (including overtime and back pay) for a maximum of 5 years. At the end of the 5-year repayment period, any balance owed as stipulated in the Reimbursement Agreement, ***must be paid in full within 90 days in a combination of deductions from leave balances and/or payments by certified check or money order.***

L.	Lesser of the Two Salaries *(Lesser of J or K)*	$82,015.36	
M.	Lump Sum/Annual or Compensatory Time Leave Repayment - Leave balances are converted to dollar values, 1day of leave equals 1day of current HHC salary	$30,000.00	
N.	Repayment Amount after Lump Sum or Leave Reduction Payment (L-M)	$52,015.36	
O.	Debt from Extra Paychecks	$0.00	*Line5-Determination form*
P.	Repayment Amount after Reduction by FICA ((N+O) - ((N+O) * 0.0765))	$48,036.18	
Q.	Debt from Previous Deployments	$0.00	*Line5-Determination form*
R.	**Total Repayment Amount** *(N + O)*	**$48,036.18**	
S.	Current City Salary per Pay Period	$4,560.00	
T.	Payment per Paycheck *(10% of S)*	$456.00	
U.	# Installments in Repayment *(Repayment Amount / Payment per Paycheck not to exceed five years)*	105	
V.	Reimbursement Received at End of Five Years	$48,036.18	
W.	Lump Sum Required after Five Years *(Repayment Amount Owed)*	$0.00	

DETERMINATION

Employee Name:
Employee TK ID:
Determination Date:_____

Based upon the information and documents you submitted regarding your Ordered Military Duty under the Extended Military Benefits Package ("EMBP"), we have made the following determination with respect to your repayment obligations.

Determination of Repayment:
The following information was used to calculate the repayment amount:

1. Full dates of Ordered Military Duty: _____
2. Date upon which HHC salary first continued under the EMBP: _____
3. Total HHC Salary received under EMBP after date referred to in #2 above: $_____
4. Total Military Base Pay received after date referred to in #2 above: $_____
5. Remaining debt from extra paychecks received: $_____
6. Remaining debt from earlier deployments: $_____
7. **After a deduction of —% for FICA tax, you are therefore obligated to reimburse HHC in total the amount of: $_____**

*** Please note, if #4 above is blank, that means we have not received sufficient military Leave and Earnings Statements from you to be repaid. As your military pay may be significantly lower than your HHC salary, we strongly encourage you to provide your military pay information so that we can perform the necessary calculations. ***

Status of Repayment:
To date, our records indicate that we have received the following payments:

- Total payment in the amount of $_____ over the course of _____installments.
- Total payment in the amount of $_____from charges to annual leave/compensatory time balances.
- Total payment in the amount of $_____from lump sum payments.

The amount still outstanding after a recalculation of your debt to exclude food and shelter allowances is: $_____.

Additional Information Needed to Consider Your Repayment Options:

- Based upon your most recent paycheck, 10% of your Gross salary is $_____. This represents an estimation of your weekly/bi-weekly installment. NOTE: This amount is subject to fluctuations based on overtime, back pay, and any changes to salary.
- Current value of one day of your annual leave is equal to $_____.

If you believe that a mistake or error has been made with respect to any part of this information, you must notify, in writing, **(Military Liaison/ HR Representative Name & Phone #)** by **(Date)** and you must specifically state what you are disputing. The deductions described below may commence while the matter is being resolved.

Please complete the attached Employee Repayment Selection Form and return it to **(Military Liaison/ HR Representative Name and Address)** within two weeks.

If, for any reason, by **(Insert Two Week Due Date for Return of Repayment Form)**, you have not returned this signed and notarized Employee Repayment Selection and Agreement form deductions will commence at 10% of your Gross salary (including overtime and back pay). Further, failure to cooperate with these requests may render you ineligible for future participation in the EMBP.

Reminder: You should bring this agreement with you if consulting with a professional tax advisor.

AGREEMENT

Employee Name:
Employee TK ID:

I have read and agree with the Corporation's calculation of $_____, the total amount I owe pursuant to my participation in the Extended Military Benefits Package ("EMBP") as described in the Determination on page one of this form. I have indicated below how I have chosen to satisfy this obligation. I understand and agree that I must satisfy this obligation. I understand and agree that I must satisfy this obligation within five years of entering into this Repayment Agreement.

OPTION TO REPAY IN FULL AT THIS TIME

☐ I hereby choose to satisfy the entire obligation specified above through the following method or combination of methods of repayment:

(1) Repayment by certified check or money order in the amount of $_____. (A certified check or money order must be made payable to the "NYC Health and Hospitals Corp.")

(2) Repayment through charges to annual leave and/or compensatory time balances. I authorize _____ days of leave to be deducted from my existing balances, at the value of $_____per leave day, as described in the Determination on page 1, for a total leave value of $_____.

OPTION TO REPAY OVER TIME

☐ I hereby authorize the Corporation to deduct from my bi-weekly (or, where appropriate, weekly) paycheck 10% of my Gross salary (including overtime and back pay). I agree that, if my entire obligation is not satisfied within five years of entering into this Repayment Agreement, I will reimburse the remaining amount within 90 days of the five-year repayment period, in a combination of (1) deductions from leave balances and/or (2) payments by certified check or money order, to be determined at that time. In the event that my employment with HHC ends, due to my resignation, termination, retirement, death, or any other circumstances, and I have not completed repayment of the total amount owed to HHC, I understand that I, or my estate, will be responsible for repaying the balance due in a lump sum payment within 90 days of my separation from HHC. Further, if I separate from the Health and Hospitals Corp., I authorize HHC to withhold terminal leave and/or lump sum payments for any remaining amount owed from any leave or money balances due to me at the time of my separation.

In addition, I hereby choose to reduce the current total amount owed through the following method or combination of methods or repayment:

(1) Repayment by certified check or money order in the amount of $_____. (A certified check or money order must be made payable to the "NYC Health and Hospitals Corp.")

(2) Repayment through charges to annual leave and/or compensatory time balances. I authorize _____ days of leave to be deducted from my existing balances, at the value of $_____per leave day, as described in the Determination on page one of this form, for a total leave value of $_____.

I acknowledge that by signing, I understand that these agreements shall in no way limit the right of HHC to exercise any lawful remedy available to it and to recover any amount owed by me and not repaid.

_____
Employee Signature

_____ _____
Notary Public Date

_____Receipt *(Initials and Date)*

NEW YORK CITY HEALTH & HOSPITALS CORPORATION

Extended Military Benefits Program Hardship Application

Employee Name: _____
Employee TK ID: _____
Date: _____

The Extended Military Benefits Program (EMBP) allows HHC employees called-up to military service to continue to receive their salaries while serving in the military. In exchange, employees agree to refund to HHC the lesser of their military or HHC salary upon their return to employment with the Health and Hospitals Corporation.

The Terms of the EMBP provide for various repayment options. However, if the repayment is not made in full, employees must be enrolled in 10% payroll deductions of one's gross salary (whether weekly or bi-weekly). Payroll deductions will cease once the employee meets his or her goal repayment obligation; if repayment is not made in full prior to the end of the five-year period, a balloon payment will be due for the remaining balance. In compelling circumstances, however, HHC will consider modifications to one or both of these terms. In order for HHC to evaluate a request for such modifications or other modifications as appropriate, you will need to complete the attached application for hardship consideration, on which you will be required to provide the unforeseeable changes in your circumstances (since your original election to participate in the EMBP) which would justify such a modification. You will also be required to submit documentation to verify your current financial status and to substantiate any changed circumstances.

Requests for hardship consideration must be renewed and substantiated each year.

You must submit this form, your supporting documentation, and copies of your Reimbursement Agreement/Election to Accept the EMBP/Employee Repayment Plan Selection and Agreement to your Facility Human Resources Director/Military Liaison Officer for a final determination. Your request letter and attached documentation can be sent to:
(Network/Facility Contact Information)

Upon receiving your documentation, we will review your case and inform you of our decision as soon as possible.

Please note: It is a requirement under EMBP policy to submit Leave and Earnings Statements (LESs) to HHC for a determination of your repayment obligations. Therefore, employees must submit their LESs to their facility prior to applying for hardship consideration.

EMBP Hardship Application

Employee Name:
Employee TK ID:

You must complete, sign, and notarize the following form and return it to your Facility Human Resources Director/Military Liaison Officer with:

- A copy of your and your spouse's last year's tax return;
- A copy of your and your spouse's last year's W-2;
- A copy of your and your spouse's most recent pay stub;
- All necessary documentation supporting your application; and
- A copy of a statement for your highest monthly bill (usually mortgage or rent).

For the purpose of this document, the term "spouse" includes spouse and domestic partner. The term "domestic partner" means a person who has registered a domestic partnership in accordance with applicable law with the City Clerk, or has registered such partnership with the former City Department of Personnel pursuant to Executive Order 123 (dated August 7, 1989) during the period August 7, 1989 through January 7, 1993.

You must submit this form with your supporting documentation and copies of your repayment papers (Reimbursement Agreement/Election to Accept the EMBP/Employee Repayment Plan Selection and Agreement) to your Facility Human Resources Director/Military Liaison Officer for a final determination.

If your spouse's income, assets, and/or liabilities should not be considered for purposes of this application, please explain basis for that opinion:

1. Please describe the hardship you believe you will experience:

EMBP Hardship Application

Employee Name:
Employee TK ID:

---

2. Please list the documentation you are attaching to this application to support your claim. This documentation should substantiate your claim and detail any unforeseeable changes in circumstances since your original election to participate in the EMBP. Attach copies of official verification such as: Police or Fire report, insurance adjuster's statement, medical bills, or any other necessary proof. You may be required to submit additional documents. Original documentation may be required at a later date.

3. Please complete the following for your unsecured liabilities:

	Personal Notes		Credit Cards		Open Accounts		Other (Specify)	
	Self	Spouse	Self	Spouse	Self	Spouse	Self	Spouse
Debt Owed								
Monthly Payment								

4. Please complete the following for your secured liabilities:

	Property Mortgages		Auto and Appliance Loans		Insurance Loans		Other (Specify)	
	Self	Spouse	Self	Spouse	Self	Spouse	Self	Spouse
Debt Owed								
Monthly Payment								

5. Please complete the following for other monthly obligations for you and your spouse (averaged on a monthly basis, if not paid monthly):

If Renting: Rent	
If Own: Mortgage payment; Maintenance or community charges; Special Assessments	
Utilities	
Heating	
Life Insurance	
Property & Casualty Insurance	
Other Obligations	

Is anyone else legally responsible on the above liabilities?

Employee Name:
Employee TK ID:

If yes, do they make regular contributions to reduce these liabilities?

Give person's name(s), liability and amount contributed:

Please list any additional fixed monthly expenses you possess that are not mentioned above.

6. Please complete the following with respect to your assets:

Checking Accounts		Savings Accounts		Real Estate		Other Liquid Assets	
Self	Spouse	Self	Spouse	Self	Spouse	Self	Spouse

7. Please complete the following with respect to your monthly income:

All Gross Salary		All Securities		Rental Income	
Spouse	Self	Spouse	Self	Spouse	Self

Please list any additional fixed monthly income you possess that is not mentioned above.

Employee Signature

Notary Public

Date

HHC 2613 (Sept. 07)

_____*Agency Receipt (Initials and Date)*

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
nyc.gov/hhc
125 Worth Street, Room 514, New York, NY 10013 Tel: 212-788-3321 alan.aviles@nychhc.org

Change No. 1

Alan D. Aviles
President

AMENDMENT TO OPERATING PROCEDURE 20-15
LEAVE OF ABSENCE FOR MILITARY DUTY
STATUTORY ENTITLEMENT (Part I) and
EXTENDED MILITARY BENEFITS PACKAGE (EMBP) (Part II)

TO: Distribution "D"

FROM: Alan D. Aviles

DATE: November 18, 2008

RE: Leave of Absence for Military Duty – Statutory Entitlement (Part I) and Extended Military Benefit Package (EMBP) (Part II)

---

1. **Section I "Purpose", of Operating Procedure No. 20-15, Leave of Absence for Military Duty – Statutory Entitlement (Part I) and Extended Military Benefits Package (EMBP) Part II,** is hereby amended and supplemented by replacing the second sentence in paragraph one with the following: In accordance with the Public Servant Soldier Act, signed into law on July 7, 2008, Article XI, Section 242 of the New York State Military Law is amended by adding a new subdivision, 5-a, which **increases the Statutory Entitlement period for employees who are ordered to military duty from the previous 22 workdays or 30 calendar days, to 30 workdays.** Previously, every qualified HHC employee who was ordered to military duty, regardless of enrollment in the Extended Military Benefits Program, was entitled to receive a statutory entitlement which provided him/her with his/her full salary for a period not to exceed 22 workdays or 30 calendar days, whichever was greater in any one calendar year. Effective November 5, 2008, all HHC employees on military duty, (including training), will receive their full salaries for 30 workdays in any one calendar year or in any one deployment. As with the previous policy, **employees do not have to repay the Corporation for the salaries they received during the statutory entitlement period.** Employees whose deployments began prior to November 5, 2008 will not receive the additional days provided under the revised statutory entitlement policy.

2. **(Part I) Section III C of Operating Procedure No. 20-15, Leave of Absence for Military Duty – Statutory Entitlement**, is hereby amended and replaced with the following: In accordance with New York State Military Law, Article XI, Section 242, subdivision 5-a, an HHC employee who is ordered to military duty, regardless of enrollment in the Extended Military Benefits Program, is entitled to receive a statutory entitlement. Under the statutory entitlement program, the employee shall be paid his/her salary while engaged in "ordered military duty," **for a period of thirty (30) workdays**, in any one calendar year, or in any one continuous period of absence or deployment. **(Part II - Section IV. B -1a.)**

3. **(Part I) Section IV C "Statutory Entitlement - Method of Computation" of Operating Procedure No. 20-15, Leave of Absence for Military Duty – Statutory Entitlement**, is hereby amended and replaced with the following:

C. **Statutory Entitlement**
Method of Computation

1. The 30 workday statutory entitlement shall be computed and charged against the employee's annual balance. Workdays shall be converted to an hourly bank against which charges will be made on an **hour-for-hour basis**.

2. Every day of ordered military duty in a calendar year, whether or not there was absence from any part of a day's scheduled duties to attend a reserve meeting, shall be charged against the employee's 30 workday statutory entitlement annual balance. However, only those hours the employee is actually absent from the normal workday are to be charged against the hourly bank for purposes of computing workday entitlements.

3. Ordered military duty shall be charged against the annual balances on the workday basis until the 30-work day entitlement has been exhausted.

4. To charge against the 30 workday entitlement, an hourly bank shall be established by multiplying the 30 workdays by the number of hours in the normally scheduled workday of each employee-reservist.

Example: An employee whose normally scheduled workday is 7 hours, or whose normally scheduled workweek is 35 hours, would have an hourly bank of 210 hours (30 days x 7 hours), established at the beginning of each calendar year.

Example: An employee whose normally scheduled workday is $7^{1/2}$ hours, or whose normally scheduled workweek is $37^{1/2}$ hours, would have an hourly bank of 225 hours (30 days x $7\ ^{1/2}$ hours), established at the beginning of each calendar year.

Example: An employee whose normally scheduled workday is 8 hours, or whose normally scheduled workweek is 40 hours, would have an hourly bank of 240 hours (30 days x 8 hours), established at the beginning of each calendar year.

The hourly formula shall be applied to all normally scheduled workdays.

5. **Examples of Computation**

The following is an example of the method of computation to be used to charge paid military leave. The example is based on a normally scheduled 35-hour, 5-day workweek with Saturday and Sunday as days off. Other work schedules should be dealt with in an analogous manner.

a. An employee-reservist's charge to military leave is 12 workdays. When subtracting the 12 work days from the 30 workday statutory entitlement balance, paid military leave is chargeable as follows:

Paid Military Leave			
	Work Days		**Hourly Bank**
Starting Balances	(30 workdays x 7 hrs.)		210 hours
Used to Date	-12 workdays		-84 hours (7 hrs x 12 workdays)
Resulting Balances	18 days		126 hours

b. I n the same calendar year, the same employee is ordered to attend two continuous weeks of training encompassing 10 workdays. Paid military leave is chargeable as follows:

Paid Military Leave			
	Work Days		**Hourly Bank**
Starting Balances	(18 workdays x 7 hrs.)		126 hours
Used to Date	-10 workdays		-70 hours (7 hrs x 10 workdays)
Resulting Balances	8 days		56 hours

c. In the same calendar year, the same employee-reservist is then ordered to a 3-day drill from Wednesday through Friday. Paid military leave is chargeable as follows:

Paid Military Leave			
	Work Days		**Hourly Bank**
Starting Balances	(8 workdays x 7 hrs.)		56 hours
Used to Date	-3 workdays		-21 hours (7 hrs x 3 workdays)
Resulting Balances	5 days		35 hours

d. In the same calendar year, the same employee-reservist uses 5 workdays of leave to attend another training exercise. Paid military leave is charged as follows:

Paid Military Leave			
	Calendar Days		**Hourly Bank**
Starting Balances	(5 workdays x 7 hrs.)		35 hours
Used to Date	-5 workdays		-35 hours (7 hrs x 5 workdays)
Resulting Balances	0 days		0 hours

When the employee's statutory entitlement balance reaches zero, the employee-reservist is no longer entitled to receive the statutory entitlement. He/She may however elect to receive the Extended Military Benefits Package (EMBP). **(See Part II Section III – C).** If the employee-reservist does not elect to receive the EMBP, then any further leave granted shall be without pay, or may be charged against the employee's accrued annual leave/compensatory time balances, at the employee's written request.

If the calendar year ends before the employee's workday balance is exhausted, the remaining balance of workdays and/or hours shall be credited to the employee-reservist's paid military leave bank for the next calendar year. Under the statutory entitlement program, employees can use no more than 30 workdays in any single continuous period of ordered military duty even if the ordered military duty extends to more than one year. Military leave is to be charged against these balances in accordance with the policy set forth above.

4. **(Part II) - Section III -B of Operating Procedure No. 20-15, Leave of Absence for Military Duty – Extended Military Benefits Package (EMBP),** is hereby amended and replaced with the following: In accordance with New York State Military Law, Article XI, Section 242, subdivision 5-a, an HHC employee who is ordered to military duty, regardless of enrollment in the Extended Military Benefits Program, is entitled to receive a statutory entitlement. Under the statutory entitlement program, the employee shall be paid his/her salary while engaged in "ordered military duty," **for a period of thirty (30) workdays**, in any one calendar year, or in any one continuous period of absence or deployment. Employees do no have to repay the Corporation for the salaries they receive during the statutory entitlement period.

5. **(Part II) - Procedure - Section IV-B 1.a of Operating Procedure No. 20-15, Leave of Absence for Military Duty – Extended Military Benefits Package (EMBP),** is hereby amended and replaced with the following:

   a. In accordance with New York State Military Law, employees ordered to military duty shall receive a statutory entitlement. **Under this entitlement, employees will be paid their salaries for 30 workdays** in any one calendar year or for any single continuous period of Ordered Military Duty, even if the Ordered Military

Duty extends to more than one year. Employees do not have to repay this statutory entitlement. **(Part I, Section III-C)**

b. Once Corporation employees have exhausted their statutory entitlement (30 work days) of paid salary during periods of Ordered Military Duty, if they choose upon written request, they may be granted use of their accumulated annual leave and compensatory time balances during any additional period or periods of ordered military duty. **Sick leave balances cannot be used for these purposes.**

6. This change is effective as of November 5, 2008.