

JOINT TASK FORCE – EMPIRE SHIELD
New York National Guard
110 Schum Avenue
Fort Hamilton Military Community
Brooklyn, New York 11252

Statement of Understanding of Conditions of Assignment to Joint Task Force - Empire Shield

The following information is provided to clarify the status, responsibilities and expectations of personnel while assigned to the Joint Task Force – Empire Shield:

1. Joint Task Force - Empire Shield (JTFES) is a state active duty (SAD) temporary assignment, not permanent employment or a “job”. The JTFES state homeland security mission is not permanent and may be changed, reduced, expanded and/or terminated at any time without advance notice to assigned personnel.
2. Personnel serving with the JTFES are in temporary emergency active military status under New York State Military Law, section 6.
3. Personnel serving with the JTFES do not earn military (National Guard) or New York State retirement credits (for SAD military service) and are not covered under New York State Workers’ Compensation. Some New York State and local (e.g., New York City) government employees may continue to earn New York State retirement credits for his/her non-military, civilian employment while on military leave to perform SAD. Personnel serving with the JTFES who have civilian employment with the State of New York or a local (e.g., county, school district, town or city) governmental agency should check with his/her civilian employer to determine whether he/she continues earn New York State retirement credits while on military leave to perform SAD.
4. Personnel who are released without fault from SAD with the JTFES may be (but are not necessarily) eligible for New York State unemployment benefits. Eligibility determinations are made by the New York State Department of Labor that administers unemployment insurance.
5. Medical care for JTFES personnel for injuries and diseases occurring in the line of duty and not due to misconduct will be provided by the State of New York in accordance with JTFES line of duty determination procedure.
6. Dependents of JTFES personnel are eligible for enrollment by the JTFES member in the no-cost Empire Plan medical insurance program provided by the State of New York through the New York State Division of Military and Naval Affairs. A co-payment for the cost of medical treatment and of prescriptions for dependent family members may be required at the time medical care is provided. JTFES personnel are not covered under the Empire Plan.
7. No preventive (e.g., annual check-up) medical care or individual health insurance for JTFES personnel can be provided by JTFES.
8. JTFES personnel (who are not already covered by private/employee health insurance) are encouraged to enroll in TriCare Reserve Select for individual coverage (\$47.51 per month) or for full family coverage (\$180.17 per month) during their SAD

Statement of Understanding of Conditions of Assignment to Joint Task Force - Empire Shield

assignment (for individual preventative health care of any type) or at conclusion of SAD assignment for personal or full family coverage when Empire Plan coverage expires at the end of the JTFES member's SAD assignment.

9. Another dependent child health care alternative for JTFES personnel with dependent children at conclusion of a JTFES assignment, if the dependent children are not otherwise medically insured, is enrollment in N. Y. State Department of Health's Child Health Plus Program (<http://www.nyhealth.gov/nysdoh/chplus>).

10. Personnel who are or become non-deployable for medical reasons must inform the JTFES Commander who will determine whether the member is eligible for assignment to or retention in JTFES service. Personnel must disclose to the JTFES Commander any ongoing medical conditions existing prior to or developed during assignment to the JTFES in order to determine fitness for armed duty on the JTFES.

11. No dental care or dental insurance is provided.

12. JTFES personnel will be evaluated daily by superiors for fitness for duty (physical fitness, mental soundness and alertness, wearing required equipment, professional attitude and competent performance of duty). Light duty status is not available for injured personnel assigned to the JTFES mission.

13. Personnel who are not able to participate fully in mission training or mission operations for physical or mental health reasons will be released from the JTFES mission assignment. Personnel who have volunteered for duty with the JTFES may request release from the JTFES at any time.

14. There are no assignment preferences or reassignment priority categories for former JTFES personnel returning to the JTFES mission after having been released.

15. A member of the JTFES must notify the JTFES Commander within 24 of hours of any civilian arrest or criminal conviction for violation of law, including motor vehicle and traffic citations for moving violations (e.g., excessive speed, driving while impaired, reckless driving).

I have read the above Statement of Understanding (paragraphs 1 through 15) and accept its terms as a condition of assignment to state active duty as a member of the Joint Task Force - Empire Shield. I understand that if I decline to accept the terms of this Statement of Understanding as a condition of assignment to duty as a member of the JTFES, I will not be eligible for assignment to or for retention in the JTFES.

Print Name

Date: _____

Signature

Witness: _____

Print Name, Rank/Grade

Witness' Signature