

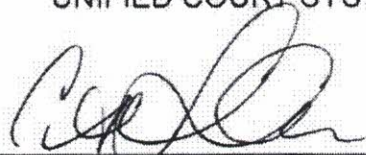
MEMORANDUM OF AGREEMENT

The State of New York-Unified Court System and the Ninth Judicial District Court Employees Association hereby agree to enter into a Collective Bargaining Agreement for the period April 1, 2021 through March 31, 2026, which Agreement shall continue the provisions of the Collective Bargaining Agreement between the parties for the period April 1, 2019 through March 31, 2021, except as modified as a result of negotiations, as set forth herein, and attached hereto. It is understood that this Memorandum of Agreement is subject to membership ratification on or before December 31, 2022 and approval by the New York State Legislature.

1. Article 7: *Compensation*, as set forth in Appendix A.
2. Section 8.3, *Productivity Enhancement Program*, as set forth in Appendix B.
3. Section 9.2, *Annual Leave*, as set forth in Appendix C.
4. Section 9.3, *Sick Leave*, as set forth in Appendix D.
5. Section 9.5, *Other Leaves with Pay*, as set forth in Appendix E.
6. Section 9.9, *Holidays*, as set forth in Appendix F.
7. Section 9.14, *Conferences*, as set forth in Appendix G.
8. Section 9.17, *Early Release*, as set forth in Appendix H.
9. Section 10.9 *Overtime Meal Allowances*, as set forth in Appendix I.
10. Article 13, *Personnel and Pay Practices*, as set forth in Appendix J.
11. Section 16.2, *Procedure*, as set forth in Appendix K.
12. Article 22, *Welfare Fund*, as set forth in Appendix L.
13. Section 25.2, *Flexible Benefit Spending Program*, as set forth in Appendix M.
14. Section 29.3, *Maintenance [Blazer] Allowance*, as set forth in Appendix N.
15. Article 39, *Duration*, as set forth in Appendix O.

16. Side Letter: Annual Leave/Compensatory Time Exchange Program, as set forth in Appendix P.
17. Side Letter: Contract Reopener, as set forth in Appendix Q.
18. Side Letter: Continuing Legal Education Seminars, as set forth in Appendix R.
19. Side Letter: Leave During Court Recess, as set forth in Appendix S.
20. Side Letter: Firearms Use and Training, as set forth in Appendix T.
21. Side Letter: Employee Organization Leave, as set forth in Appendix U.
22. Side Letter: Access to Information, Eligible Lists and Protection of Employees, as set forth in Appendix V.
23. Side Letter: Sick Leave Credits and Health Insurance, as set forth in Appendix W.
24. Side Letter: Weekend Arraignments—Yonkers City Court, as set forth in Appendix X.
25. Side Letter: Labor Management Meeting – Sick Leave Bank, as set forth in Appendix Y.
26. Side Letter: Financial Disclosure Statements, as set forth in Appendix Z.
27. Side Letter: Job Titles and Continuous Service, as set forth in Appendix AA.
28. Side Letter: Flex Benefits, as set forth in Appendix BB.

STATE OF NEW YORK-
UNIFIED COURT SYSTEM



Carolyn Grimaldi,
Deputy Director for Labor Relations

NINTH JUDICIAL DISTRICT COURT
EMPLOYEES ASSOCIATION

Janet Gandolfo,
President

DATED: 11/10/22

DATED: _____

MODIFY Article 7, *Compensation*, as follows:

REPLACE Sections 7.4 through 7.7 with the following:

7.4(a) Effective April 1, 2021, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, each graded employee eligible for an increment pursuant to Section 37 of the Judiciary Law whose performance is rated higher than unsatisfactory, shall receive such increment based on the salary schedule in effect on March 31, 2021, added to basic annual salary. An employee must have served the equivalent of 120 full workdays in the fiscal year to receive such increment.

(b) Effective April 1, 2021, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of each employee will be increased by 2% or \$1,000, whichever is greater. Such percentage increase shall be added to the salary schedule.

7.5(a) Effective April 1, 2022, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, each graded employee eligible for an increment pursuant to Section 37 of the Judiciary Law whose performance is rated higher than unsatisfactory, shall receive such increment based on the salary schedule in effect on March 31, 2022, added to basic annual salary. An employee must have served the equivalent of 120 full workdays in the fiscal year to receive such increment.

(b) Effective April 1, 2022, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of each employee will be increased by 2% or \$1,000, whichever is greater. Such percentage increase shall be added to the salary schedule.

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7.6 Each employee who is in active status upon ratification of this agreement, shall receive a one-time lump sum payment of \$3,000 (prorated for employees working less than full time at the time of payment), which shall not be part of basic annual salary but shall be pensionable.

7.7(a) Effective April 1, 2023, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, each graded employee eligible for an increment pursuant to Section 37 of the Judiciary Law whose performance is rated higher than unsatisfactory, shall receive such increment based on the salary schedule in effect on March 31, 2023, added to basic annual salary. An employee must have served the equivalent of 120 full workdays in the fiscal year to receive such increment.

(b) Effective April 1, 2023, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of each employee will be increased by 3%. Such percentage increase shall be added to the salary schedule.

7.8(a) Effective April 1, 2024, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, each graded employee eligible for an increment pursuant to Section 37 of the Judiciary Law whose performance is rated higher than unsatisfactory, shall receive such increment based on the salary schedule in effect on March 31, 2024, added to basic annual salary. An employee must have served the equivalent of 120 full workdays in the fiscal year to receive such increment.

(b) Effective April 1, 2024, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of each employee will be increased by 3%. Such percentage increase shall be added to the salary schedule.

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7.9(a) Effective April 1, 2025, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, each graded employee eligible for an increment pursuant to Section 37 of the Judiciary Law whose performance is rated higher than unsatisfactory, shall receive such increment based on the salary schedule in effect on March 31, 2025, added to basic annual salary. An employee must have served the equivalent of 120 full workdays in the fiscal year to receive such increment.

(b) Effective April 1, 2025, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of each employee will be increased by 3%. Such percentage increase shall be added to the salary schedule.

7.10 **Location Pay.**

The location differential in effect on March 31, 2021, shall remain in effect except as modified below.

(a) Effective April 1, 2022, the State shall pay, in addition to basic annual salary, a location differential of \$4,500 per annum (prorated for employees working less than full time) to each employee assigned to a workstation in Westchester or Rockland County.

(b) Effective April 1, 2023, the State shall pay, in addition to basic annual salary, a location differential of \$4,635 per annum (prorated for employees working less than full time) to each employee assigned to a workstation in Westchester or Rockland County.

(c) Effective April 1, 2024, the State shall pay, in addition to basic annual salary, a location differential of \$4,775 per annum (prorated for employees working less than full time) to each employee assigned to a workstation in the Westchester or Rockland County.

(d) Effective April 1, 2025, the State shall pay, in addition to basic annual salary, a location differential of \$4,920 per annum (prorated for employees working less than full time) to each employee assigned to a workstation in Westchester or Rockland County.

7.11 Longevity Bonus.

The Longevity Bonuses in effect on March 31, 2021, shall remain in effect except as modified below.

(a) Effective April 1, 2022, an employee who has at least 20 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,200 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(b) Effective April 1, 2022, an employee who has at least 25 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,300 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(c) Effective April 1, 2022, an employee who has at least 30 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,400 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed

by re-employment within one year.

(d) Effective April 1, 2023, an employee who has at least 20 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,270 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(e) Effective April 1, 2023, an employee who has at least 25 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,370 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(f) Effective April 1, 2023, an employee who has at least 30 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,475 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

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(g) Effective April 1, 2024, an employee who has at least 20 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,340 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(h) Effective April 1, 2024, an employee who has at least 25 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,440 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(i) Effective April 1, 2024, an employee who has at least 30 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,550 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(j) Effective April 1, 2025, an employee who has at least 20 years of continuous service in the Unified Court System (including State Judicial Service) and who has served

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the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,410 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(k) Effective April 1, 2025, an employee who has at least 25 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,515 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(l) Effective April 1, 2025, an employee who has at least 30 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,630 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

RENUMBER 7.8 Shift Differential to 7.12

RENUMBER 7.9 Direct Deposit to 7.13

MODIFY Section 8.3, *Health Insurance*, as follows:

8.3 Productivity Enhancement Program. Effective January 1, 2023, employees holding graded positions at or below JG-16 may exchange either **four days (28 hours)** of annual leave for a credit up to **\$800** or **eight days (56 hours)** of annual leave for credit up to **\$1,600**. Employees at grade JG-17 up to and including JG-23 may exchange either two days (14 hours) of annual leave for credit up to **\$800** or four days (28 hours) of annual leave for credit up to **\$1,600**. Such credit shall be used to defray the cost of New York State Health Insurance Program (NYSHIP) premiums on a bi-weekly basis. Election to participate in this program must be made in accordance with the rules established by the New York State Department of Civil Service and such election must take place by November of the calendar year preceding the covered year. Eligibility is limited to employees who will have a minimum balance of eight days (56 hours) after the forfeiture is taken. This program shall be in effect for the term of this Agreement and is subject to continuation at the sole discretion of the New York State Department of Civil Service.

MODIFY Section 9.2, Annual Leave, as follows:

REPLACE Section 9.2(e)(2), *Annual Leave*, with the following:

(2) Notwithstanding the above, employees shall be allowed to charge up to fourteen (14) hours of annual leave (prorated for employees working less than full time) for emergency circumstances, per calendar year. Such approval shall not be unreasonably withheld.

DELETE Section 9.2(j) [i.e., Annual leave accruals shall be used in units of not less than 15 minutes.]

RENUMBER remaining Sections.

MODIFY Section 9.3, *Sick Leave*, as follows:

MODIFY Section 9.3(a)(3), *Sick Leave*, as follows:

(3) **Sick Leave Use During FMLA Caregiver Leave.** An employee who submits a WH-380-F form and is approved for a caregiver leave pursuant to the Family and Medical Leave Act ("FMLA") may charge absences during the FMLA period to accumulated sick leave, ~~without regard to the maximum set forth in subsection (a)(2).~~ **Sick leave charged during the FMLA period shall not be counted towards the 25 days set forth in (a)(2), i.e., these 25 "family sick leave" days remain available for the employee's use before and/or after the FMLA period.**

MODIFY Section 9.3(c), as follows:

(c) An employee absent on sick leave shall notify his/her supervisor, or the supervisor's designee if appointed, of such absence and the reason therefor on the day of such absence and within 60 minutes after the beginning of his/her workday; provided, however, that where the work is such that a substitute may be required, the District Administrative Judge or his/her designee may require earlier notification, but no earlier than two hours prior to the beginning of the employee's workday. The District Administrative Judge or his/her designee shall waive such notice requirements where he/she has determined that a medical emergency existed which prevented the employee from complying with such notice requirements. ~~Sick leave accruals shall be used in units of not less than 15 minutes.~~

MODIFY Section 9.5, *Other Leaves with Pay*, as follows:

REPLACE 9.5(g), *Extraordinary Circumstances*, with the following:

(g)(1) Extraordinary Circumstances.

(a) Court Closures Due to Extraordinary Circumstances. An employee who has reported for duty, and because of extraordinary circumstances beyond his/her control, is directed to leave work, shall not be required to charge such directed absence during such day against leave credits. An employee who does not report for duty because of circumstances beyond his/her control shall not be required to charge such absence during such day against leave credits if the court or other facility where the employee is required to report is closed due to such extraordinary circumstances. Any release or excusal of employees due to extraordinary circumstances does not create any right to equivalent time off by employees not adversely affected by the extraordinary circumstances. Only designated management officials may direct employees to leave work. The Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee shall promulgate a list of personnel who have this authority. Except as provided in Section 9.9, if the celebration of a holiday in a locality results in the closing of a court or court-related agency and notification by posting or other means that the court or court-related agency will be closed on that date to the employees has not been given by a designated management official, employees shall not be required to charge such absence against leave credits.

(i) Employees who are required by the local Administrative Judge or his/her designee to work when the court or facility where they report to work is closed due to extraordinary circumstances, shall be credited with a minimum of five (5) hours of compensatory time regardless of the amount of time that they are required to work when the court is closed. Employees who work more than five (5) hours of their regular scheduled day on a day when the court or facility where they report to work is closed due

Ninth Judicial District Court Employees Association Memorandum of Agreement to extraordinary circumstances shall receive additional compensatory time on a minute for minute basis. This Section shall not apply when there is a delay in the opening of a court or facility.

(b) **Delayed Openings and Early Closures Due to Inclement Weather.** When a court or court-related facility is open for any period of time on a day when there is inclement weather, employees who do not report to work shall be required to charge their annual leave for a full day's absence, except as set forth below:

- i. Delayed Opening: When a court or court-related facility opens two and one half (2½) hours or more after its regular opening time because of inclement weather, employees who do not report to work shall only be required to charge their annual leave for the amount of time their court or court-related facility was open. The balance of the employee's shift shall be excused.
- ii. Early Closing: When a court or court-related facility opens at its regular time and closes two and one half (2½) hours or less thereafter because of inclement weather, employees who do not report to work shall only be required to charge their annual leave for the amount of time their court or court-related facility was open. The balance of the employee's shift shall be excused.

The foregoing does not apply to employees who were already scheduled to be out on any type of approved leave on such day. Employees seeking to charge sick leave to cover unscheduled absences on days when a court or court-related facility opens late or closes early due to inclement weather may be required to submit documentation substantiating the need for sick leave on such date.

(iii) Employees who are directed to report to work during a delay or directed to remain at work when the court or other facility where they report to work is closed early are entitled to minute-for-minute compensatory time.

MODIFY, Section 9.5(j), *Grand Jury Leave*, as follows:

(j) Grand Jury Leave.

(1) Peace officers who may become the subject of a Grand Jury review for using physical force pursuant to their official duties shall be granted leave ~~for a period not to exceed six months~~ while the incident is reviewed by the Grand Jury. Grand Jury Leave will run concurrently with the Grand Jury review. Once the Grand Jury review concludes, the peace officer's leave shall end and the peace officer shall return to work, unless another leave is granted.

(2) While on a leave pursuant to this subsection, a peace officer will receive the same benefits provided to employees on other leaves with pay.

(3) Except as provided in subsection 2 above, employees shall receive all the same benefits as they would on any other paid leave.