

MODIFY Section 9.9, *Holidays*, as follows:

9.9 Holidays. All legal holidays enumerated herein shall be allowed as paid days off, or holiday pay as set forth in Section 9.11 shall be allowed in lieu thereof. The days prescribed by law for the observance of New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, **Juneteenth**, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be observed as holidays.

[remainder of Section unchanged]

MODIFY Section 9.14, *Conferences*, as follows:

9.14 Conferences. Four days leave per annum without charge to an employee's leave credits may be allowed to attend conferences, of recognized professional organizations or to attend Continuing Legal Education ("CLE") programs or educational seminars, presented by such organizations or other appropriate organizations or institutions. Such conferences must be directly related to the employee's profession or professional duties. This leave is subject to the approval of the Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designees and the staffing needs of the unit. **There shall be no prohibition on the employee's virtual attendance at such conferences and programs where such option is available.**

REPLACE Section 9.17, *Early Release*, with the following:

9.17 Early Release. The Deputy Chief Administrative Judge (Courts Outside New York City) shall authorize the release of an employee without charge to leave credits by 1:00 p.m. when:

- a. the indoor temperature in the courtroom or office where such employee is assigned is sixty (60) degrees Fahrenheit or below at 9:00 a.m. and does not exceed sixty (60) degrees Fahrenheit by 12:00 p.m.; or
the indoor temperature in the courtroom or office where such employee is assigned is eighty (80) degrees Fahrenheit or above at 9:00 a.m. and is not below eighty (80) degrees Fahrenheit by 12:00 p.m.; and
- b. there is no location to which the employee may be temporarily relocated where the indoor temperature is above sixty (60) degrees Fahrenheit or below eighty (80) degrees Fahrenheit; and
- c. the operational needs of the court or facility do not require the employee to remain on duty. In the event it is necessary for an employee to remain on duty as part of a skeleton force, he/she shall receive minute-for-minute compensatory time for any time worked during the remainder of their regular shift (exclusive of the unpaid meal break). *For illustrative purposes only*, an employee that works a 9:00 a.m. to 5:00 p.m. shift that is required to remain on duty to 5:00 p.m. would be entitled to four (4) hours of compensatory time.
- d. Notification of such early release shall be made to the Courts and the Union by a designee of the Deputy Chief Administrative Judge (Courts Outside New York City).
- e. Indoor temperature readings will be monitored by an appropriate management representative to be determined locally.

MODIFY Section 10.9, *Overtime Meal Allowances*, as follows:

10.9 Overtime Meal Allowances.

(a) A meal allowance of **\$9** will be paid to:

[Remainder of Section unchanged]

Ninth Judicial District Court Employees Association Memorandum of Agreement

MODIFY Article 13, Personnel and Pay Practices, as follows:

ADD NEW Section 13.14, *Notice of Termination*, as follows:

13.14 **Notice of Termination.** Employees in noncompetitive confidential ("NCCF") or exempt confidential ("EXCF") positions shall be given at least five (5) State workdays' written notice of termination.

MODIFY Section 16.2, *Procedure*, as follows:

16.2 **Procedure.** An officer or employee against whom removal or other disciplinary action is proposed shall have written notice thereof and of the reasons therefor, shall be furnished a copy of the charges preferred against him/her and shall be allowed ~~at least eight~~ **ten (10)** days for answering the same in writing.

[remainder of Section unchanged]

MODIFY Article 22, *Welfare Fund*, as follows:

The State contribution to the Union's Welfare Fund in effect on March 31, 2021, shall remain in effect except as modified below.

22.1(a) Effective **April 1, 2022**, the State shall contribute a pro rata annual sum of **\$1,500** per active employee for remittance to the Union's Welfare Fund. A pro rata contribution of **\$750** to such Fund shall be made by the State for part-time and per diem employees provided they are working on a regular basis at least half the regular hours of full-time employees in the same title.

(b) Effective **April 1, 2023**, the State shall contribute a pro rata annual sum of **\$1,545** per active employee for remittance to the Union's Welfare Fund. A pro rata contribution of **\$773** to such Fund shall be made by the State for part-time and per diem employees provided they are working on a regular basis at least half the regular hours of full-time employees in the same title.

(c) Effective **April 1, 2024**, the State shall contribute a pro rata annual sum of **\$1,600** per active employee for remittance to the Union's Welfare Fund. A pro rata contribution of **\$800** to such Fund shall be made by the State for part-time and per diem employees provided they are working on a regular basis at least half the regular hours of full-time employees in the same title.

(d) Effective **April 1, 2025**, the State shall contribute a pro rata annual sum of **\$1,640** per active employee for remittance to the Union's Welfare Fund. A pro rata contribution of **\$820** to such Fund shall be made by the State for part-time and per diem employees provided they are working on a regular basis at least half the regular hours of full-time employees in the same title.

(e) The State shall contribute a pro rata sum of \$885 per employee retired since April 1, 1983 for remittance to the Union's Welfare Fund in each fiscal year of the

Agreement.

(f) For purposes of Article 22, the pro rata per employee contribution for part-time employees who work more than 50% ~~but less than 100%~~ will be at the full-time rate.

(g) Upon ratification of this Agreement, the State shall provide the Union with a non-recurring, one-time lump sum payment in the amount of \$20,000 for remittance to the Union's Welfare Fund.

22.2 The State and the Union shall enter into a separate Supplemental Benefits Fund Agreement which shall specify the obligations of both parties regarding implementation, activities and reporting requirements of the Fund; method and calculation of payments to the Fund; the right and authority of the State Comptroller or the Unified Court System to audit and/or review the financial records of the Fund; and the indemnification of the State for liability regarding Fund activities.

MODIFY Section 25.2, *Flexible Benefit Spending Program*, as follows:

~~25.2(a) During the 2019 open enrollment period, the State shall institute a pilot program to provide an~~ **The** employer contribution to each Dependent Care Advantage Account enrollee ~~for the 2020 calendar year~~ shall continue in the same manner and subject to the same contribution formula as provided to Executive Branch employees represented by the Civil Service Employees Association, Inc.

~~(b) The State will notify the Union by September 1, 2020 whether it will continue the pilot program during any interim period between the expiration date of this Agreement and the execution of a successor Agreement.~~

MODIFY Sections 29.3 and 29.4, *Maintenance [Blazer] Allowance*, as follows:

The maintenance allowance in effect on March 31, 2021, shall remain in effect except as modified below.

29.3(a) Effective **April 1, 2022**, each employee who is required to wear the State-approved blazer and eligible under Section 29.4 below, shall receive an annual maintenance allowance of **\$1,250**, which payment shall not be added to basic annual salary but which shall be pensionable. The maintenance allowance shall be paid in equal parts in June and December of each year in a separate check.

(b) Effective **April 1, 2023**, each employee who is required to wear the State-approved blazer and eligible under Section 29.4 below, shall receive an annual maintenance allowance of **\$1,290**, which payment shall not be added to basic annual salary but which shall be pensionable. The maintenance allowance shall be paid in equal parts in June and December of each year in a separate check.

(c) Effective **April 1, 2024**, each employee who is required to wear the State-approved blazer and eligible under Section 29.4 below, shall receive an annual maintenance allowance of **\$1,325**, which payment shall not be added to basic annual salary but which shall be pensionable. The maintenance allowance shall be paid in equal parts in June and December of each year in a separate check.

(d) Effective **April 1, 2025**, each employee who is required to wear the State-approved blazer and eligible under Section 29.4 below, shall receive an annual maintenance allowance of **\$1,365**, which payment shall not be added to basic annual salary but which shall be pensionable. The maintenance allowance shall be paid in equal parts in June and December of each year in a separate check.

Ninth Judicial District Court Employees Association Memorandum of Agreement

29.4(a) To be eligible for the maintenance allowance payable in June, an employee must have been on payroll on May 31. An employee on leave of absence without pay on May 31 who returns to duty prior to the payment of the December allowance shall receive the June allowance upon return to duty.

(b) To be eligible for the maintenance allowance payable in December, an employee must have been on payroll on November 30. An employee on leave of absence without pay on November 30 who returns to duty prior to the payment of the June allowance shall receive the December allowance upon return to duty.

~~(c) Notwithstanding the above, an employee who as a result of disciplinary action was on leave without pay which exceeds five workdays at any time during the six-month period preceding payment of the maintenance allowance shall not be entitled to receive such allowance.~~

MODIFY Article 39, *Duration of Agreement*, as follows:

The term of this Agreement shall be from **April 1, 2021** through **March 31, 2026**.

Ninth Judicial District Court Employees Association Memorandum of Agreement

NEW SIDE LETTER: Annual Leave/Compensatory Time Exchange

_____, 2022

Janet Gandolfo, President
Ninth Judicial District Court Employees Association
222 Bloomingdale Road, Ste. 101
White Plains, NY 10605

Re: Annual Leave/Compensatory Time Exchange Program

Dear Ms. Gandolfo:

This will confirm the agreement of the parties reached at negotiations for the 2021-2026 Collective Bargaining Agreement ("Agreement") between the State of New York-Unified Court System ("State") and the Ninth Judicial District Court Employees Association ("Union") concerning the Annual Leave/Compensatory Time Exchange Program.

1. Exchange. In January 2023, eligible employees may elect to receive a cash payment in exchange for accrued annual leave and/or compensatory time totaling no less than two (2) days and no more than ten (10) days of leave accruals. Such payment will be made no later than March 31, 2023.

Thereafter, in August 2023, August 2024, and August 2025, eligible employees may elect to receive a cash payment in exchange for accrued annual leave and/or compensatory time totaling no less than two (2) days and no more than five (5) days of leave accruals. Such payment will be made no later than October 31st of the given year.

The exchange must be in full-day increments based on the standard seven (7) hour workday (prorated for employees that work less than full-time).

2. Eligibility. Employees are eligible to receive a cash payout as described above provided the exchange does not result in the employee's combined annual leave and/or compensatory leave balance(s) falling below ten (10) days in total.
3. Payment. The exchange payment shall be based on the employee's daily rate in effect at the time the payment is made. Payment will be made in the employee's regular bi-weekly paycheck and will be subject to applicable taxes and deductions. Such payment will not be added to basic annual salary and will not be pensionable. Employees will be required to submit their annual exchange payment request on a form to be provided.

The terms of this side letter shall sunset and be of no further force or effect on March 31, 2026.

Your signature below will confirm your agreement to the terms herein.

Ninth Judicial District Court Employees Association Memorandum of Agreement

Very truly yours,

Carolyn Grimaldi

Date _____

Janet Gandolfo, President
Ninth Judicial District Court Employees
Association

c: Honorable Lawrence Marks
Honorable Tamiko Amaker
Honorable Norman St. George
Honorable Anne E. Minihan
Nancy J. Barry
Justin Barry
Scott Murphy
Jennifer DiLallo
Seth Greenberg, Esq.

Ninth Judicial District Court Employees Association Memorandum of Agreement

NEW SIDE LETTER: Contract Reopener

_____, 2022

Janet Gandolfo, President
Ninth Judicial District Court Employees Association
222 Bloomingdale Road, Ste. 101
White Plains, NY 10605

Re: Contract Reopener

Dear Ms. Gandolfo:

This will confirm our understanding concerning the economic package negotiated between the Ninth Judicial District Court Employees Association ("Union") and the New York State Unified Court System ("Court System") for the 2021-2026 collective bargaining Agreement.

The Court System is fully committed to reaching agreements that provide nonjudicial employees with a compensation package that is sustainable. While there is no expectation that the Court System will agree to extend new or enhanced economic benefits beyond the agreed to economic package to any of its unions during the 2021-2026 time period, if a successor agreement is reached with any Court System union that provides, in addition to the aforementioned benefits, new or enhanced economic benefits applicable to the titles/positions represented by NJDCEA's bargaining unit during the 2021-2026 time period, the Union may request to reopen negotiations as to those new or enhanced economic benefits.

Your signature below will confirm your agreement to the terms set forth herein.

Very truly yours,

Carolyn Grimaldi

Date _____

Janet Gandolfo, President
Ninth Judicial District Court Employees
Association

c: Honorable Lawrence Marks
Honorable Tamiko Amaker
Honorable Norman St. George
Honorable Anne E. Minihan
Nancy J. Barry
Justin Barry
Scott Murphy
Jennifer DiLallo
Seth Greenberg, Esq.

Ninth Judicial District Court Employees Association Memorandum of Agreement

SIDE LETTER: Continuing Legal Education

_____, 2022

Janet Gandolfo, President
Ninth Judicial District Court Employees Association
222 Bloomingdale Road, Ste. 101
White Plains, NY 10605

Re: Continuing Legal Education Seminars

Dear Ms. Gandolfo:

This will confirm the agreement of the parties reached at negotiations for the 2021-2026 Collective Bargaining Agreement ("Agreement") between the State of New York-Unified Court System ("Court System") and the Ninth Judicial District Court Employees Association ("Union"), concerning Continuing Legal Education seminars:

Continuing Legal Education Seminars: As you are aware, the Unified Court System has since the late 1980s provided an annual legal education program for attorneys in the legal series. This program was recently expanded to accommodate increasing attendance and the implementation of mandatory continuing legal education requirements. It is the Unified Court System's intention to continue this valuable program.

Your signature below will confirm your agreement to the terms set forth herein.

Very truly yours,

Carolyn Grimaldi

Date _____

Janet Gandolfo, President
Ninth Judicial District Court Employees
Association

c: Honorable Lawrence Marks
Honorable Tamiko Amaker
Honorable Norman St. George
Honorable Anne E. Minihan
Nancy J. Barry
Justin Barry
Scott Murphy
Jennifer DiLallo
Seth Greenberg, Esq.

Ninth Judicial District Court Employees Association Memorandum of Agreement

SIDE LETTER: Leave During Court Recess

_____, 2022

Janet Gandolfo, President
Ninth Judicial District Court Employees Association
222 Bloomingdale Road, Ste. 101
White Plains, NY 10605

Re: Leave During Court Recess

Dear Ms. Gandolfo:

This will confirm the agreement of the parties reached at negotiations for the 2021-2026 Collective Bargaining Agreement ("Agreement") between the State of New York-Unified Court System ("Court System") and the Ninth Judicial District Court Employees Association ("Union"), concerning leave during court recess:

Leave During Court Recess:

- (a) Pursuant to Section 9.2(m) of the Agreement, the Deputy Chief Administrative Judge (Courts Outside New York City) will determine whether a court recess will be taken and, if so, which courts or departments will recess. Where possible during a period of court recess, employees who volunteer to be absent and charge annual leave or compensatory time shall be allowed to do so.

After utilizing volunteers, if additional employees are required to take annual leave during a court recess, employees who have annual leave or compensatory time will be required to charge such credits. Employees who do not have sufficient leave credits and are required to be absent during a period of court recess shall be allowed to carry a negative annual leave accumulation balance until such employee has earned sufficient annual leave credits or compensatory time to restore him/her to a positive leave balance. An employee with a negative leave balance shall not be allowed to use compensatory time or annual leave credits earned until the negative leave balance has been eliminated. If an employee separates from service prior to the elimination of the negative leave balance, such negative leave balance shall be deducted from the employee's last paycheck.

- (b) Every effort will be made to offer training programs during the court recess, subject to availability of trainers and interest of participants. Employees who attend such training programs shall not be required to charge leave credits.
- (c) During the 2022, 2023, 2024 and 2025 court recess periods, employees may report to work for up to two (2) days and shall not be required to charge leave credits.

Ninth Judicial District Court Employees Association Memorandum of Agreement

- (d) There shall be no prohibition on employees' use of professional conference leave during any court recess period, subject to the requirements of Section 9.14, *Conferences*.

Your signature below will confirm your agreement to the terms set forth herein.

Very truly yours,

Carolyn Grimaldi

Date _____

Janet Gandolfo, President
Ninth Judicial District Court Employees
Association

- c: Honorable Lawrence Marks
Honorable Tamiko Amaker
Honorable Norman St. George
Honorable Anne E. Minihan
Nancy J. Barry
Justin Barry
Scott Murphy
Jennifer DiLallo
Seth Greenberg, Esq.

Ninth Judicial District Court Employees Association Memorandum of Agreement

SIDE LETTER: Firearm Use and Training

_____, 2022

Janet Gandolfo, President
Ninth Judicial District Court Employees Association
222 Bloomingdale Road, Ste. 101
White Plains, NY 10605

Re: Firearms Use and Training

Dear Ms. Gandolfo:

This will confirm the agreement of the parties reached at negotiations for the 2021-2026 Collective Bargaining Agreement ("Agreement") between the State of New York-Unified Court System ("Court System") and the Ninth Judicial District Court Employees Association ("Union"), concerning Court Clerks' firearms:

Court Clerks' Firearms: Employees in the Court Clerk title series are permitted at their option to carry the Glock 9mm, Models 19 or 26. As you are aware, any employee who exercises this option must be authorized to carry a firearm subject to the requirements set forth in law and must successfully pass the appropriate background check and medical/physical and psychiatric examinations required of all employees carrying firearms.

Your signature below will confirm your agreement to the terms set forth herein.

Very truly yours,

Carolyn Grimaldi

Date _____

Janet Gandolfo, President
Ninth Judicial District Court Employees
Association

c: Honorable Lawrence Marks
Honorable Tamiko Amaker
Honorable Norman St. George
Honorable Anne E. Minihan
Nancy J. Barry
Justin Barry
Scott Murphy
Jennifer DiLallo
Seth Greenberg, Esq.

Ninth Judicial District Court Employees Association Memorandum of Agreement

Side Letter: Employee Organization Leave

_____, 2022

Janet Gandolfo, President
Ninth Judicial District Court Employees Association
222 Bloomingdale Road, Ste. 101

White Plains, NY 10605

Re: Employee Organization Leave

Dear Ms. Gandolfo:

This will confirm the agreement of the parties reached at negotiations for the 2021-2026 Collective Bargaining Agreement ("Agreement") between the State of New York- Unified Court System ("Court System") and the Ninth Judicial District Court Employees Association ("Union"), concerning Section 4.7, *Employee Organization Leave*, of the Agreement:

Employee Organization Leave Utilization: The President of the Union (or, in his/her absence, an individual duly designated and authorized in writing by the President) shall be granted employee organization leave ("EOL") for time actually spent performing appropriate employee relations functions not specified in Section 4.7 of the Agreement. In scheduling the use of EOL time for such appropriate employee relations functions, the President or his/her designee shall use his/her best efforts to accommodate the reasonable operating needs of the court system. Such time shall be charged to the general pool (5 hours per represented employee per year plus any carryover with an annual minimum of 3,000 hours) in accordance with Section 4.7 of the Agreement. Because of your responsibilities as President, you are released full-time on EOL and will be required to report your use of leave accruals to the Office of Labor Relations on a bi-weekly basis prior to the end of each pay period.

All other unit members designated by the Union to engage in specific employee relations activities and released on EOL must submit monthly EOL reports to the Office of Labor Relations and shall receive only so much employee organization leave as is reasonably necessary to perform such specific activities. Overtime eligible unit members approved to use EOL on a part-time or intermittent basis will not be required to swipe to record their use of EOL time on a particular day. Rather, on the days they have been approved to use EOL, their supervisor will attribute the approved absence to EOL on their automated time card.

The total hours available for EOL will be established in April of each year of the Agreement by using the average number of employees in the bargaining unit, computed on a quarterly basis, in the preceding fiscal year. Notwithstanding Section 4.7 of the Agreement, the Union shall have an additional pool of 700 hours available for EOL purposes, as necessary, each fiscal year.

Ninth Judicial District Court Employees Association Memorandum of Agreement

All time used by unit members for EOL purposes must be charged to either the pool of time available for such purpose, the unit member's annual leave or compensatory time credits, or alternatively, the Union must reimburse the State on a per diem basis including all direct time spent on EOL as outlined in Section 4.7(d) of the Agreement.

Very truly yours,

Carolyn Grimaldi

Date _____

Janet Gandolfo, President
Ninth Judicial District Court Employees
Association

c: Honorable Lawrence Marks
Honorable Tamiko Amaker
Honorable Norman St. George
Honorable Anne E. Minihan
Nancy J. Barry
Justin Barry
Scott Murphy
Jennifer DiLallo
Seth Greenberg, Esq.

Ninth Judicial District Court Employees Association Memorandum of Agreement

SIDE LETTER: Access to Information, Eligible Lists and Protection of Employees

_____, 2022

Janet Gandolfo, President
Ninth Judicial District Court Employees Association
222 Bloomingdale Road, Ste. 101
White Plains, NY 10605

Re: Access to Information, Eligible Lists and Protection of Employees

Dear Ms. Gandolfo:

This will confirm the agreement of the parties reached at negotiations for the 2021-2026 Collective Bargaining Agreement ("Agreement") between the State of New York-Unified Court System ("Court System") and the Ninth Judicial District Court Employees Association ("Union"), concerning the following:

- 1) **New Employees:** The State will advise new employees of their civil service status.
- 2) **Access to Information about Employees:** In order to limit access to information regarding employees in the bargaining unit to authorized persons or agencies, an individual in the Office of the Administrative Judge of the Ninth Judicial District will be assigned to handle inquiries for the address or home telephone number of such employees.
- 3) **Eligible Lists:** The Union will be provided with copies of eligible lists established for appointments within the Ninth Judicial District and periodic reports of personnel changes.
- 4) **Protection of Employees:** The protection accorded to employees in the bargaining unit under Article 21.2 of the Agreement shall include the right of a provisional employee who reverts to a lower level permanent title to receive the salary which he/she would be receiving if he/she had not served in the higher-level provisional title.

Your signature below will confirm your agreement to the terms set forth herein.

Very truly yours,

Carolyn Grimaldi

Ninth Judicial District Court Employees Association Memorandum of Agreement

Date_____

Janet Gandolfo, President
Ninth Judicial District Court Employees
Association

c: Honorable Lawrence Marks
Honorable Tamiko Amaker
Honorable Norman St. George
Honorable Anne E. Minihan
Nancy J. Barry
Justin Barry
Scott Murphy
Jennifer DiLallo
Seth Greenberg, Esq.

Ninth Judicial District Court Employees Association Memorandum of Agreement

DEPUTY DIRECTOR, OFFICE OF LABOR RELATIONS

SIDE LETTER: Sick Leave Credits and Health Insurance

_____, 2022

Janet Gandolfo, President
Ninth Judicial District Court Employees Association
222 Bloomingdale Road, Ste. 101
White Plains, NY 10605

Re: Sick Leave Credits and Health Insurance

Dear Ms. Gandolfo:

This will confirm the agreement of the parties reached at negotiations for the 2021-2026 Collective Bargaining Agreement ("Agreement") between the State of New York-Unified Court System ("Court System") and the Ninth Judicial District Court Employees Association ("Union"), concerning Section 9.3(b), *Sick Leave*, of the Agreement; in as much as it provides that "no more than 200 days of sick leave credits may be used to pay for health insurance in retirement."

The parties have agreed to study the amount of time necessary to pay for health insurance in retirement and make joint or separate recommendations regarding the necessity of an increase to the number of hours authorized by the Agreement to pay for health insurance in retirement. Such recommendations will be made to the New York State Department of Civil Service - Employee Benefits Division.

Your signature below will confirm your agreement to the terms set forth herein.

Very truly yours,

Carolyn Grimaldi

Date _____

Janet Gandolfo, President
Ninth Judicial District Court Employees
Association

c: Honorable Lawrence Marks
Honorable Tamiko Amaker
Honorable Norman St. George
Honorable Anne E. Minihan
Nancy J. Barry
Justin Barry
Scott Murphy
Jennifer DiLallo
Seth Greenberg, Esq.

Ninth Judicial District Court Employees Association Memorandum of Agreement

DEPUTY DIRECTOR, OFFICE OF LABOR RELATIONS

SIDE LETTER: Weekend Arraignments -- Yonkers City Court

_____, 2022

Janet Gandolfo, President
Ninth Judicial District Court Employees Association
222 Bloomingdale Road, Ste. 101
White Plains, NY 10605

Re: Weekend Arraignments - Yonkers City Court

Dear Ms. Gandolfo:

This will confirm the agreement of the parties reached at negotiations for the 2021-2026 Collective Bargaining Agreement ("Agreement") between the State of New York-Unified Court System ("Court System") and the Ninth Judicial District Court Employees Association ("Union") concerning weekend overtime assignments in Yonkers City Court:

Employees authorized by management to work a weekend arraignment assignment in Yonkers City Court shall be compensated for a minimum of four (4) hours per weekend day.

Your signature below will confirm your agreement to the terms herein.

Very truly yours,

Carolyn Grimaldi

Date_____

Janet Gandolfo, President
Ninth Judicial District Court Employees
Association

c: Honorable Lawrence Marks
Honorable Tamiko Amaker
Honorable Norman St. George
Honorable Anne E. Minihan
Nancy J. Barry
Justin Barry
Scott Murphy
Jennifer DiLallo
Seth Greenberg, Esq.

Ninth Judicial District Court Employees Association Memorandum of Agreement

SIDE LETTER: Labor Management Committee – SLB

_____, 2022

Janet Gandolfo, President
Ninth Judicial District Court Employees Association
222 Bloomingdale Road, Ste. 101
White Plains, NY 10605

Re: Labor Management Committee - Sick Leave Bank and Family-Related Absences

Dear Ms. Gandolfo:

This will confirm the agreement of the parties reached at negotiations for the 2021-2026 Collective Bargaining Agreement ("Agreement") between the State of New York-Unified Court System ("Court System") and the Ninth Judicial District Court Employees Association ("Union") concerning the establishment of a Labor Management Committee ("Committee") to discuss and recommend changes to the existing Sick Leave Bank in order to address family-related absences.

The Committee will meet as soon as practicable following ratification of the Agreement and will make every effort to reach a conclusion as to any recommended changes by December 1, 2023. Such changes shall be subject to approval by the Executive Board for the Union.

Your signature below will confirm your agreement to the terms set forth herein.

Very truly yours,

Carolyn Grimaldi

Date _____

Janet Gandolfo, President
Ninth Judicial District Court Employees
Association

c: Honorable Lawrence Marks
Honorable Tamiko Amaker
Honorable Norman St. George
Honorable Anne E. Minihan
Nancy J. Barry
Justin Barry
Scott Murphy
Jennifer DiLallo
Seth Greenberg, Esq.

Ninth Judicial District Court Employees Association Memorandum of Agreement

SIDE LETTER: Financial Disclosure Statements

_____, 2022

Janet Gandolfo, President
Ninth Judicial District Court Employees Association
222 Bloomingdale Road, Ste. 101
White Plains, NY 10605

Re: Ethics Commission Financial Disclosure Statements

Dear Ms. Gandolfo:

During the negotiations of the 2021-2026 Collective Bargaining Agreement ("Agreement") between the State of New York-Unified Court System ("Court System") and the Ninth Judicial District Court Employees Association ("Union"), the parties discussed the threshold set forth in the Rules of the Chief Judge, 22 NYCRR 40.2(a)(1)(i) of the annual compensation of employees of the Court System who are required to file financial disclosure statements with the Ethics Commission of the Unified Court System ("Ethics Commission").

The parties agree that they will study and determine if a joint recommendation to increase the annual compensation of employees who are required to file financial disclosure statements should be made to the Ethics Commission. If such joint recommendation is deemed to be warranted, it will be made by December 1, 2023. In the event that the parties cannot agree to make a joint recommendation by this date, the Union may make a recommendation and it will be forwarded by the Court System to the Ethics Commission.

Your signature below will confirm your agreement to the terms herein.

Very truly yours,

Carolyn Grimaldi

Date_____

Janet Gandolfo, President
Ninth Judicial District Court Employees
Association

c: Honorable Lawrence Marks
Honorable Tamiko Amaker
Honorable Norman St. George
Honorable Anne E. Minihan
Nancy J. Barry
Justin Barry
Scott Murphy
Jennifer DiLallo
Seth Greenberg, Esq.

Ninth Judicial District Court Employees Association Memorandum of Agreement

SIDE LETTER: Job Titles and Continuous Service

_____, 2022

Janet Gandolfo, President
Ninth Judicial District Court Employees Association
222 Bloomingdale Road, Ste. 101
White Plains, NY 10605

Re: Job Titles and Continuous Service

Dear Ms. Gandolfo:

This will confirm the agreement of the parties reached at negotiations for the 2021-2026 Collective Bargaining Agreement ("Agreement") between the State of New York-Unified Court System ("Court System") and the Ninth Judicial District Court Employees Association, ("Union") concerning job titles and continuous service.

1. **Appendix A: Job Titles or Positions Included Within the Ninth Judicial District Negotiating Unit:** Titles or positions which are established after the effective date of the Agreement shall be individually reviewed by the Deputy Director for Labor Relations to determine whether the title or position is to be included or excluded from this negotiating unit. The Deputy Director for Labor Relations shall place those employees in a newly created or established title or position within this negotiating unit hereafter, unless:
 - a. the title or position is one which the Unified Court System is seeking to designate as managerial or confidential. Pending such designation by PERB, the title or position shall not be included in this negotiating unit; or
 - b. the title or position would have been a title or position which would have been State paid prior to April 1, 1977.
2. **Continuous Service Under Section 9.2:** Continuous service under Section 9.2 of this Agreement refers to that service credited to an individual by the State of New York-Unified Court System on April 1, 1977, together with any service accrued after April 1, 1977.

Your signature below will confirm your agreement to the terms herein.

Very truly yours,

Carolyn Grimaldi

Ninth Judicial District Court Employees Association Memorandum of Agreement

Date_____

Janet Gandolfo, President
Ninth Judicial District Court Employees
Association

c: Honorable Lawrence Marks
Honorable Tamiko Amaker
Honorable Norman St. George
Honorable Anne E. Minihan
Nancy J. Barry
Justin Barry
Scott Murphy
Jennifer DiLallo
Seth Greenberg, Esq.

NEW SIDE LETTER: Flexible Benefits Program

_____, 2022

Janet Gandolfo, President
Ninth Judicial District Court Employees Association
222 Bloomingdale Road, Ste. 101
White Plains, NY 10605

Re: Article 25, Flexible Benefit Spending Program

Dear Ms. Gandolfo:

This will confirm the agreement of the parties reached at negotiations for the 2021-2026 Collective Bargaining Agreement ("Agreement") between the State of New York-Unified Court System ("State") and the Ninth Judicial Court Employees Association ("Union") concerning the Flexible Benefit Spending Program:

- The State shall take such steps as necessary to provide employees with the option to enroll in the Adoption Advantage Account commencing with the 2024 Plan Year.
- Should the Executive Branch offer a pre-tax parking benefit to its employees, the Court System shall communicate with the Governor's Office of Employee Relations and the Office of the State Comptroller in an effort to extend these benefits to Court System employees.

Your signature below will confirm your agreement to the terms herein.

Very truly yours,

Carolyn Grimaldi

Date _____

Janet Gandolfo, President
Ninth Judicial District Court Employees
Association

c: Honorable Lawrence Marks
Honorable Tamiko Amaker
Honorable Norman St. George
Honorable Anne E. Minihan
Nancy J. Barry
Justin Barry
Scott Murphy
Jennifer DiLallo
Seth Greenberg, Esq.