

Memorandum of Understanding

between

The State of New York - Unified Court System

and

Ninth Judicial District Court Employees Association

This Memorandum of Understanding is entered into by the State of New York - Unified Court System (“State”) and the Ninth Judicial District Court Employees Association (“Union”).

It has been the policy of New York State to support its employees in the National Guard and Reserves who are federally activated or activated by the Governor for military service related to the war on terror. In light of the continuing, wider campaign in the war on terror, including military action in Iraq, the parties hereby agree on the following measures to provide support for State employees activated for military duty in any aspect of that campaign:

I. **Terms and Conditions**

The term of the Memorandum of Understanding between the parties executed May 17, 2022 and continued through December 31, 2023 is extended through December 31, 2024.

The terms and conditions of that agreement shall remain intact except for the changes or points of clarification noted herein.

II. **Supplemental Military Leave**

Employees shall continue to be eligible to receive Supplemental Military Leave through December 31, 2024. However, in no event, regardless of the number of times an employee is activated between September 11, 2001 and December 31, 2024, shall more than one such grant of Supplemental Military Leave (*i.e.*, a total of 22 workdays or 30 calendar days) be credited to any employee for activation related to the war on terror.

III. **Leave at Reduced Pay and Training Leave at Reduced Pay**

A. Employees shall continue to be eligible to receive Leave at Reduced Pay through December 31, 2024.

B. Employees are eligible for Training Leave at Reduced Pay in calendar year 2024 following (1) any active military service in calendar year 2024 that

is related to the war on terror; and (2) exhaustion of their calendar year 2024 Military Leave entitlement under Section 242 of the New York State Military Law and any leave credits (other than sick leave) that they elect to use. During calendar year 2024, employees may use up to 30 calendar days or 22 workdays of Training Leave at Reduced Pay for any required military duty (including mandatory weekend and summer training or other activation) that is not related to the war on terror.

C. Leave at Reduced Pay and Training Leave at Reduced Pay used in calendar year 2024 will be calculated in the following manner:

1. For employees who utilized Leave at Reduced Pay or Training Leave at Reduced Pay prior to calendar year 2024, the rate of reduced pay for the first use of either leave category at any point between January 1, 2024 and December 31, 2024 shall be calculated as follows:
 - a. Those on Training Leave at Reduced Pay or Leave at Reduced Pay on January 1, 2024 shall have the calculation of reduced pay for either leave category based on State salary (base pay plus location pay) as of January 1, 2024 reduced by the military pay rate used in calculating the most recent period in either reduced pay status prior to 2024.
 - b. For those whose first use of either reduced pay category occurs between January 2, 2024 and December 31, 2024, the rate of reduced pay shall be based on State salary (base pay plus location pay) as of the last day in full pay status prior to first use of Leave at Reduced Pay or Training Leave at Reduced Pay after January 1, 2024 reduced by the military pay rate used in calculating the most recent period in either reduced pay status prior to 2024.
2. For employees who have not utilized Leave at Reduced Pay or Training Leave at Reduced Pay prior to calendar year 2024, the rate of reduced pay for the first use of either leave category at any point between January 1, 2024 and December 31, 2024 shall be calculated as follows:

The rate of reduced pay shall be based on State salary (base pay plus location pay) as of the last day in full pay status prior to first use of Leave at Reduced Pay or Training Leave at Reduced Pay reduced by military pay (defined as base pay plus housing and food allowances) as of the first day in Leave at Reduced Pay or Training Leave at Reduced Pay status.

3. For all employees covered by sections (1) and (2) above, the rate of reduced pay calculated for first use of Leave at Reduced Pay or Training Leave at Reduced Pay in 2024 shall be used for any subsequent period of leave under either category in 2024. There shall be no recalculation of this rate of reduced pay for any reason.
- D. Leave accruals for employees eligible for both Leave at Reduced Pay and Training Leave at Reduced Pay have not changed but are clarified as follows: employees will be credited with annual leave bonus days they otherwise would have received on their anniversary date, should such date occur during this leave. However, such employees will not be eligible to (1) earn bi-weekly annual leave and sick leave accruals for any period in which they are not in full pay status for at least seven out of ten days; or (2) receive credit for holidays that fall during a period of Leave at Reduced Pay or Training Leave at Reduced Pay.

IV. **Health Insurance Coverage**

The special provisions for dependent coverage of employees activated for military service, available to employees enrolled in the New York State Health Insurance Program, shall be extended for an employee who continues to be or who will be federally activated or activated by the Governor for military service any time on or after September 11, 2001.

Contribution-free dependent health insurance coverage that has been extended by this Memorandum of Understanding will end at such time as the employee returns to pay status, or fails to resume State employment in a timely fashion, or December 31, 2024, whichever occurs first.

V. **Post-Activation Benefits**

Pursuant to provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Section 243 of the New York State Military Law, eligible employees who have been absent from work to perform ordered military duty for more than 180 consecutive calendar days have up to 90 calendar days from the date of discharge from active duty (hereafter "post-discharge period") to notify the State that they are ready to return to work.

For employees in the National Guard or Reserves who are discharged during 2024 from qualifying military duty (*i.e.*, greater than 180 consecutive calendar days) related to the war on terror, the State and Union hereby agree that the following provisions will govern treatment of employees during this post-discharge period in connection with military service related to the war on terror:

- A. During a post-discharge period in connection with military service related to the war on terror, requests to use appropriate leave credits (credits other than sick leave) shall not be denied.
 - B. During the post-discharge period, if employees serving in the Reserves or National Guard are not receiving pay from any State agency by virtue of working, charging leave credits or being in any paid leave status, the State shall provide contribution-free health insurance coverage for them and their covered dependents. Accordingly, employees will be responsible for employee share contributions for any period of time they are in pay status as a result of utilizing paid leave benefits during the post-discharge period.
 - C. During the post-discharge period, employees serving in the Reserves or National Guard who receive orders for military duty are entitled to all benefits provided by Section 242 of the New York State Military Law and any applicable special military benefits negotiated with the union.
 - D. Employees who furnish their agency with orders for military duty that occurs during this post-discharge period shall be placed in appropriate military leave status to the extent that these orders conflict with their regular work schedule. This applies to such employees regardless of whether they are charging leave credits during their absence from work during this post-discharge period. For purposes of this Agreement, "regular work schedule" shall be defined as an employee's schedule immediately prior to the period of military service that entitled him/her to the post-discharge period in question.
 - E. Following completion of any ordered military duty that commences during such post-discharge period and which ends prior to the exhaustion of that period, the employee shall be returned to his/her prior leave status until the expiration of that post-discharge period, unless the employee elects to return to work sooner. The dates of the post-discharge period shall not be altered by virtue of utilizing the benefits provided in this Agreement.
- VI. The provisions of this agreement shall not apply to those employees who have voluntarily separated from State service or who are terminated for cause.

For the State:

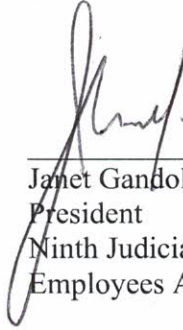


1/29/24

Carolyn J. Grimaldi
Director of Labor Relations

Date

For the Union:



2/16/2024

Janet Gandolfo,
President
Ninth Judicial District Court
Employees Association

Date



New York State
Unified Court System

Office of Court Administration • Division of Labor Relations

Justin A. Barry, Esq.
Executive Director

Carolyn Grimaldi, Esq.
Director, Division of Labor Relations

January 29, 2024

Via E-Mail

Janet Gandolfo, President
Ninth Judicial District
Court Employees Association
222 Bloomingdale Road, Suite 1010
White Plains, New York 10605

Re: Supplemental Military Leave Benefits Extension

Dear Ms. Gandolfo:

In light of the continuing activation of military reserve units, the Unified Court System has determined to extend to your members, through December 31, 2024, certain enhancements to the military leave benefits in the Agreement. These include the Supplemental Military Leave benefit, the Military Leave at Reduced Pay benefit and the Training Leave at Reduced Pay benefit.

Enclosed please find a signed Memorandum of Understanding which authorizes implementation of the enhanced benefits for employees in your bargaining unit. Please countersign and email a fully executed copy of the signature page back to me at your earliest convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read "Carolyn J. Grimaldi".

Carolyn J. Grimaldi

Attachment

c: Scott Murphy
Jennifer DiLallo
Maureen McAlary
Maureen A. Rossi
Christy Bass
Keith Miller