

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF NEW YORK-UNIFIED COURT SYSTEM
-AND-
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME (AFL-CIO)
REGARDING
DEFINITIONS AND RATES FOR COPY PRODUCED BY COURT REPORTERS**

1. The State and the Union shall prepare, secure introduction, and recommend passage by the Legislature of such legislation as may be appropriate and necessary to provide the benefits described in this Agreement.
2. Payment for regular, expedited and daily transcripts shall be made based on per page rates which shall be defined in and established by the Rules of the Chief Administrative Judge in accordance with this Agreement.
3. A page shall be defined as:

25 numbered lines, not including title or page numbers
8 ½ x 11" paper
left-hand margin 1 ¾"
right-hand margin 3/8"
writing block -horizontal 6 5/16"
writing block -vertical 9"
Q & A=5 then to margin
colloquy =15 then 5
space stops 5-5-5
10 characters to inch
13 lines for full page

- 4 (a). Effective **November 1, 2008**, or upon the amendment of Part 108 of the Rules of the Chief Administrator of the Courts, whichever is later, the rates per page for transcripts of proceedings reported in New York State courts shall be as follows:

Regular delivery:	\$3.30 -\$4.30 (original) \$1.00 (each copy);
Expedited delivery:	\$4.40 -\$5.40 (original) \$1.10 (each copy);
Daily delivery:	\$5.50 -\$6.50 (original) \$1.25 (each copy).

- (b). Notwithstanding the above, effective **November 1, 2008**, or upon the amendment of Part 108 of the Rules of the Chief Administrator of the Courts, whichever is later, where transcripts are to be paid for from public funds¹, the rates per page shall be as follows:

Regular delivery:	\$2.50 - \$3.15 (original) \$1.00 (each copy);
Expedited delivery:	\$3.15 - \$4.25 (original) \$1.10 (each copy);
Daily delivery:	\$3.75 - \$5.25 (original) \$1.25 (each copy).

5. This range of rates is to allow reporters and the parties ordering transcripts to agree to rates that reflect differences in complexity of subject matter and transcript volume. For regular delivery, the bottom of the range will be the rate if parties fail to agree on another rate within the range.
6. If agreed to by the court reporter, transcripts may be sold as originals or copies in computer diskette form in ASCII format, or other format requested by the ordering party. Where a transcript is ordered in compressed format, i.e., four pages of transcript appear in compressed format on one page, the reporter will be paid the per page rate for each of the four pages.
7. Notwithstanding section 4 above, this section shall apply where the UCS is responsible by law for payment to the court reporter for the transcript or some portion thereof that is furnished.
- (a). Where a specific statute makes the UCS responsible by law for payment to the court reporter for a transcript and the transcript has not been ordered by a judge for the court's use under Sections 299 or 302 of the Judiciary Law, the only authorized per page rate of UCS payment is \$2.50 plus \$1.00 for each copy. This rate also will apply in UCS administrative proceedings.
- (b). Where a transcript is expressly ordered by a judge for the court's use pursuant to Section 302 of the Judiciary Law which imposes the extraordinary demand of daily or expedited delivery, the only authorized per page rate of UCS payment is \$2.50 plus \$1.00 for each copy. When regular transcripts are provided to judges, such transcripts are to be supplied without charge, pursuant to Section 299 of the Judiciary Law.

¹This includes, but is not limited to District Attorneys and other governmental entities (e. g., NYC Corporation Counsel, NYS Attorney General, MTA), Legal Aid Society, Law Guardian panels, 18-B panels and private attorneys under contract to do Legal Aid cases.

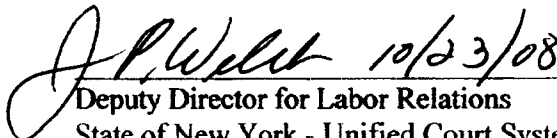
- (c). Notwithstanding section 7(a) herein, the rate for transcripts ordered by the UCS pursuant to Section 460.70 of the Criminal Procedure Law shall be \$3.50 per page for an original. The court reporter shall supply one copy without charge.
- (d). The rates set forth in subsections 7(a), (b) and (c) above will be effective on the same date as the rates set forth in section 4 above.
8. Effective no earlier than January 1, 2011, the rates of payment set forth in section 4 above and the transcript specifications set forth in section 3 above shall be subject to reopened negotiations at the request of CSEA. Provided, however, that any increase in rates of payment provided as a result of these negotiations cannot exceed the percentage of increase in the Consumer Price Index (U. S. All Cities -Urban Wage Earners and Clerical Workers Revised) over the period from January 1, 2010 through December 31, 2010.
9. Definitions:
- "Daily" means produced and delivered the morning of the next UCS workday.
 - "Expedited" means produced and delivered within five UCS workdays for each day's or partial day's proceeding.
 - "Regular" means produced and delivered in ordinary circumstances after the conclusion of proceedings, and including any production and delivery times that exceed those for daily or expedited copy.
 - Delivery times are measured from the time that the reporter receives the order for the transcript or portion thereof.
 - To qualify for the "copy" rate, a transcript or portion thereof must be ordered within 30 days from the date that the transcript or that portion thereof was previously ordered.
10. The State shall not provide any equipment or supplies except **stenographic machine packets or ASCII disks, where applicable.**
11. Each court reporter who furnishes a transcript of a court proceeding shall, at the time the transcript is requested, enter into a written agreement for its production with the person or party requesting the transcript. The agreement shall be made on the form attached hereto. The form shall set forth the rate per page, the estimated number of pages and the estimated date by which the transcript shall be produced. This form shall be retained by the court reporter and shall be provided to the State upon request. In the event that the State requests a copy of the minute agreement form, the reason for such request will be provided in writing to the reporter at the time of the request.
12. The Performance Evaluation Review Panel established by Article 7.3 of the CSEA-UCS

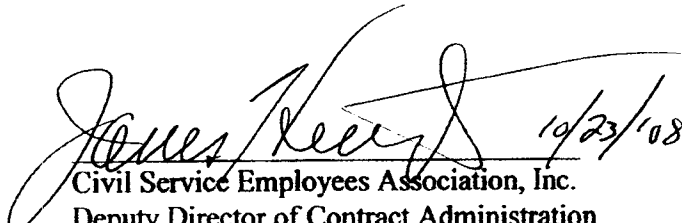
Agreement is hereby empowered to address issues regarding production of minute agreement forms, including the power to resolve such issues, with its decisions binding the parties.

13. This Agreement is the entire Agreement between the UCS and CSEA, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation, administrative action or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, CSEA waives any rights to further negotiations during the term of this Agreement inasmuch as the parties have fully negotiated with respect to the terms and conditions of employment herein and have settled them for the term of this Agreement in accordance with the provisions thereof.
14. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
15. The term of this Agreement will be from November 1, 2008 to March 31, 2012.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives.

DATED: 10/23, 2008


Deputy Director for Labor Relations
State of New York - Unified Court System


Civil Service Employees Association, Inc.
Deputy Director of Contract Administration