

MEMORANDUM OF AGREEMENT

The State of New York-Unified Court System and the Civil Service Employees Association, Inc., Local 1000, AFSCME (AFL-CIO) hereby agree to enter into a Collective Bargaining Agreement for the period April 1, 2020 through March 31, 2021, which Agreement shall continue the provisions of the Collective Bargaining Agreement between the parties for the period April 1, 2017 through March 31, 2020, except as modified as a result of negotiations, as set forth herein, and attached hereto.

Articles Modified:

1. Article 7: *Compensation*
2. Article 9: *Time and Leave*
3. Article 10: *Overtime*
4. Article 12: *Disciplinary Procedure*
5. Article 21: *Uniform and Equipment Allowance*
6. Article 22: *Employee Benefit Fund*
7. Article 34: *Dress Code*
8. Article 35: *Title Standards*
9. Article 43: *Duration*

MODIFY Article 7, *Compensation*, as follows:

REPLACE Sections 7.4 through 7.6 with the following:

7.4(a) Effective April 1, 2020, or on a different day of the biweekly period for administrative convenience as provided for in Sections 44 and 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, 2020, 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, 2020, 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%. Such percentage increase shall be added to the salary schedule.

[RENUMBER remaining sections: 7.5 Longevity Payments, 7.6 Location Pay, 7.7 Direct Deposit, 7.8 Shift Differential]

MODIFY Section 7.7, *Longevity Payments*, as follows:

7.5 Longevity Payments.

Effective April 1, 2016, the following Longevity Payments shall become effective and employees shall no longer be eligible for "Additional increment," as set forth in Judiciary Law 37(3). The Longevity Payments in effect on April 1, 2019 shall remain in effect, except as modified below.

7.5(a) Effective April 1, 2020 and yearly thereafter, an employee who has completed four years or more of continuous service at a basic annual salary rate equal to or higher than the maximum rate of the employee's salary grade, who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, and whose performance is rated at higher than unsatisfactory, shall be eligible to receive an annual Longevity Payment. The Longevity Payment shall be a lump sum payment in the amount of \$2,300 (prorated for employees working less than full time at the time of payment) ...
[remainder of Section 7.7(a) unchanged]

7.5(b) Effective April 1, 2020 and yearly thereafter, an employee who has completed eight years or more of continuous service at a basic annual salary rate equal to or higher than the maximum rate of the employee's salary grade, who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, and whose performance is rated at higher than unsatisfactory, shall be eligible to receive an annual Longevity Payment. The Longevity Payment shall be a lump sum payment in the amount of

\$4,700 (prorated for employees working less than full time at the time of payment) ...

[remainder of Section 7.7(a) unchanged]

7.5(c) Effective **April 1, 2020** and yearly thereafter, an employee who has completed thirteen years or more of continuous service...

[remainder of Section 7.7(c) unchanged]

REPLACE Section 7.8, *Location Pay*, with the following:

7.6 Location Pay.

7.6(a) The location differential in effect on **April 1, 2019**, payable to each employee assigned to a workstation in the City of New York or Nassau, Suffolk, Rockland or Westchester County shall remain in effect except as modified below. Employees assigned to a workstation in Monroe County who, on March 31, 1985, received a \$200 per annum differential, shall continue to receive such location differential in the amount of \$200 per annum so long as they continue to be assigned to a workstation in Monroe County. Employees assigned to a workstation in Monroe County on April 1, 1985, shall not be entitled to receive a location differential.

7.6(b)(1) Effective **April 1, 2020** and each year thereafter, the State shall pay, in addition to basic annual salary, a location differential of **\$4,300** per annum (prorated for employees working less than full time) to each employee assigned to a workstation within an eligible geographic area excluding Monroe County, Dutchess County, Putnam County or Orange County.

7.6(b)(2) Effective **April 1, 2020** and each year thereafter, the State shall pay, in addition to basic annual salary, a location differential of **\$2,150** per annum (prorated for employees working less than full time) to each employee assigned to a workstation in Dutchess County, Putnam County or Orange County.

ADD NEW Section 7.9, *Security and Law Enforcement Differential* ("SLED"), as follows:

7.9 Security and Law Enforcement Differential (SLED).

(a) Effective April 1, 2020, an eligible uniformed officer holding a title in the Security Series, shall receive an annual payment of \$750 (prorated for employees working less than full time) which shall not be added to basic annual salary but shall

be pensionable.

(b) Eligibility for the SLED payment is determined each year. In order to receive a SLED payment, the uniformed officer must: (a) be in a Security Series title on April 1; (b) have served 120 workdays in a title in the Security Series in the fiscal year for which eligibility is being determined; and (c) have been authorized to carry a firearm on duty between January 1 of the year prior to the SLED payment and March 31 of the calendar year in which the SLED payment is made.

MODIFY Article 9, *Time and Leave*, as follows:

MODIFY Section 9.2(e)(i), *Annual Leave*, as follows:

9.2(e)(i) The time at which annual leave may be drawn by an employee shall be subject to the prior approval of the Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge. Notwithstanding the foregoing, employees shall be allowed to charge two (2) days of annual leave for emergency circumstances, per calendar year. Such approval shall not be unreasonably denied.

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

9.3(a)(ii) An employee shall be allowed to charge a maximum of 25 days of sick leave in any one calendar year for absences from work in the event of illness of, or a medical appointment for, the employee's spouse or domestic partner; natural, foster or step: parent, or child, or sibling; any relative residing with the employee; or an individual for whom the employee is the primary caregiver. Such leave is subject to notice to the supervisor in accordance with Section 9.3(c) and will be used by the employee to enable the employee to care for a family member as defined herein during a time of illness or a medical appointment. Sick leave used for this purpose shall be charged separately as part of uniform time and

attendance procedures.

REPLACE Section 9.3(a)(iii), *Sick Leave*, with the following:

9.3(a)(iii) **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)(ii).

MODIFY Section 9.4(II), *Uniformed Personnel Injured In The Line of Duty*, as follows:

9.4(II)(a) A uniformed employee necessarily absent from work because of an occupational injury or disease as defined under the Workers' Compensation Law, and incurred in the line of duty, shall be granted leave from his/her position for the period of absence necessitated by such injury in accordance with the provisions of this section. For purposes of this section, a line of duty injury shall include any injury: caused by an accident while driving a motor vehicle in the course of providing judicial protection; while providing courier service or while making bank deposits; incurred through the administration of Naloxone (Narcan); incurred through an assault to the employee; suffered by the employee while guarding a prisoner, including, but not limited to, an injury suffered by the employee while transporting a prisoner; incurred while in the pursuit of a criminal; incurred in the course of training, including but not limited to firearms training, training at the Court Officers Academy or in the course of other training, practice at the firing range and OC, baton training; incurred while coming to the aid of an employee or member of the public; incurred in response to an emergency; or an occupational disease that is contracted arising out of contact with a defendant. Notwithstanding the above, a line of duty injury shall not include injuries incurred by a New York State Court Officer-Trainee in the Court Officers Academy for recruit training unless the injury is the result of a firearms discharge at firearms training or as a result of defensive tactics training.

ADD NEW Section 9.4(II)(o) as follows:

9.4(II)(o) Workers' Compensation Leave—Assaultive Circumstances. The State shall grant leave pursuant to Section 9.4(II) to non-uniformed employees who are assaulted and injured in line-of-duty incidents, as defined in Section 9.4(II)(a), and who otherwise qualify for workers' compensation benefits.

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

MODIFY Section 9.5(b), *Leave for Civil Service Examinations*, as follows:

9.5(b) Leave for Civil Service **and Bar** Examinations.

RENUMBER existing paragraph as subsection (b)(1).

ADD NEW subsection (b)(2) as follows:

9.5(b)(2) Upon application to the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City), or his/her designee, together with proof satisfactory to the State, employees registered to take the New York State Bar examination shall be allowed two days leave with pay to take the Bar examination and, if necessary, one day leave with pay to review the results of such examination.

MODIFY Section 9.5(g), *Bereavement Leave*, as follows:

9.5(g)(1) Leave of up to four consecutive UCS workdays (based on a standard Monday to Friday workweek and not to exceed a total of 28 work hours), shall be allowed immediately following the death of an employee's spouse **or** domestic partner; natural, foster or step: parent, child, brother or sister; **or the natural, foster or step child of the employee's domestic partner**. Such four consecutive UCS workdays also shall be allowed following the death of an employee's father-in-law or mother-in-law; parent **or step parent of the employee's** domestic partner; grandparent or grandchild; any relative residing with the employee; or an individual for whom the employee has been the primary caregiver.

9.5(g)(2) Leave of up to two consecutive UCS workdays (not to exceed 14 work hours) shall be allowed immediately following the death of an employee's son-in-law or daughter-in-law **or the son-in-law or daughter-in-law of the employee's domestic partner**.

9.5(g)(3) One day (**not to exceed 7** work hours) of bereavement leave shall be

allowed for the death of an employee's brother-in-law or sister-in-law or the brother or sister of the employee's domestic partner.

ADD NEW Section 9.5(n), *Leave for Firearms Screening*, as follows:

9.5(n) Leave for Firearms Screening. Peace officers who have (i) successfully completed Basic Peace Officer Training; (ii) have submitted an "Application for Clerical Employees (Peace Officer Titles) Requesting Firearms Training"; and (iii) have been approved by the Office of Court Officer Staffing and Security Services to participate in firearms training, shall be eligible for up to two workdays (not to exceed 14 work hours) of leave with pay for purposes of participating in required firearms screening procedures, i.e. medical exam; Physical Ability Test ("PAT"); vision screening test; written psychological tests; background investigation; psychological interview; evaluation board review. The use of leave under this Section is subject to approval by the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) or his/her designee. This Section shall not apply to leave to attend firearms requalification.

MODIFY Section 9.14, *Conferences*, as follows:

9.14 **Conferences.** Four days leave per annum without charge to employee's leave credits may be allowed to attend conferences of recognized professional organizations and/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 work duties as described in the applicable title standard. This leave is subject to approval of the Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge and the staffing needs of the unit.

MODIFY Article 10, *Overtime*, as follows:

REPLACE Section 10.5(f)(2), with the following:

10.5(f)(2) **Employees who work overtime on Thanksgiving Day, Christmas Day or New Year's Day shall be compensated as follows:**

- (i) if actual overtime work performed is less than two hours, employees shall receive four hours of overtime pay; or
- (ii) if actual overtime work performed is two hours or more, employees shall receive the Holiday–Premium Pay rate set forth in Section 9.11(b) for all hours worked.

MODIFY Article 12, *Disciplinary Procedure*, as follows:

MODIFY Section 12.2, *Procedure*, as follows:

12.2 **Procedure.** An officer or employee against whom removal or other disciplinary action is proposed shall have written notice thereof and of the reasons therefore, shall be furnished a copy of the charges preferred against him/her and shall be allowed at least eight days for answering the same in writing. Service of a copy of the charges shall be made in a sealed envelope by personal service, if possible. Such service shall be made by an individual who is not in CSEA's negotiating unit.

[remainder of Section unchanged]

MODIFY Article 21, *Uniform and Equipment Allowance*, as follows:

REPLACE sections 21.1 through 21.4 with the following:

The uniform and equipment allowance in effect on April 1, 2019, shall remain in effect except as modified below.

21.1 Effective April 1, 2020 and each year thereafter, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of \$1,460 if eligible under Section 21.3. The payment of the uniform and equipment allowance shall be in a separate check and payable in equal parts in June and December of each year.

21.2 Effective **April 1, 2020** and each year thereafter, each employee who is required by the State to wear a uniform who does not have peace officer status shall receive an annual uniform and equipment allowance of **\$1,180**, if eligible under Section **21.3**. The payment of the uniform and equipment allowance shall be in a separate check and payable in equal parts in June and December of each year.

21.3(a) To be eligible for the uniform and equipment allowance payable in June pursuant to Sections 21.1 and 21.2 above, an employee must have been on the payroll on May 31. An employee on a 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.

21.3(b) To be eligible for the uniform and equipment allowance payable in December pursuant to Sections 21.1 and 21.2 above, an employee must have been on the payroll on November 30. An employee on a 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.

MODIFY Sections 21.5 through 21.8, as follows:

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

21.5 There shall be no pro-ration of the uniform and equipment allowance.

21.6 Annual Uniform Inspection... [remainder of Section unchanged]

21.7(a) Pre-Tour Prep. The UCS will have the continuing ability to require compliance with uniform requirements, which may include the right to conduct inspections on a periodic basis in accordance with the terms of the collective bargaining Agreement. Any employee

who failed to meet the minimum uniform inspection standards as referenced in Section **21.6** above... [remainder of Section unchanged]

21.7(b) Pre-tour prep time... [remainder of Section unchanged]

REPLACE Article 22, *Employee Benefit Fund*, with the following:

The State contribution to the Employee Benefit Fund in effect on April 1, 2019, shall remain in effect except as modified below.

22.1(a) Effective **April 1, 2020**, the State shall contribute a pro rata annual sum of **\$1,440** per active employee for remittance to the Employee Benefit Fund. A pro rata contribution of **\$720** 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.

22.1(b) The State shall contribute a pro rata sum of \$885 per employee retired since April 1, 1998 for remittance to the Employee Benefit Fund in each fiscal year of the Agreement.

22.2 The State and the Union shall enter into a separate Supplemental Employee Benefit Fund Agreement which shall specify the obligations of both parties regarding implementation, activities and reporting requirements of the Fund.

22.3 Upon **ratification** of this Agreement, the State shall provide the Union with a non-recurring, one-time lump sum payment in the amount of **\$30,000 for remittance to the Union's Employee Benefit Fund.**

MODIFY Article 34, *Dress Code*, as follows:

REPLACE Section 34.3 with the following:

34.3 Effective April 1, 2020, each employee who is required to wear the State-approved blazer and eligible under Section 34.4 below, shall receive an annual maintenance allowance of \$1,200, 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.

[remainder of Article unchanged]

MODIFY Article 35, *Title Standards*, as follows [incorporation of “New Employees Civil Service Status” Side Letter]:

The State will advise new employees of their Civil Service Status. Effective as soon as practicable after the execution of this Agreement the **State** shall provide to the Union two complete copies of the title standards as promulgated by the **State**. The **State** will provide amendments to the title standards to the Union as soon as practicable after promulgation.

MODIFY Article 43, *Duration of Agreement*, as follows:

The term of this Agreement shall be from April 1, 2020 through March 31, 2021.

April 1, 2020 Grandparented Salary Schedule

Grade	1st Longevity	2nd Longevity
JG-501	33,862	35,208
JG-502	35,247	36,662
JG-503	36,949	38,425
JG-504	38,689	40,245
JG-505	40,591	42,237
JG-506	42,684	44,394
JG-507	44,943	46,727
JG-508	47,285	49,141
JG-509	49,840	51,789
JG-510	52,536	54,571
JG-511	55,464	57,594
JG-512	58,386	60,596
JG-513	61,626	63,940
JG-514	65,005	67,420
JG-515	68,507	71,020
JG-516	72,233	74,873
JG-517	76,211	78,982
JG-518	80,414	83,320
JG-519	84,643	87,681
JG-520	88,884	92,056
JG-521	93,445	96,755
JG-522	98,299	101,761
JG-523	103,286	106,887
JG-524	108,469	112,203
JG-525	114,234	118,134
JG-526	120,032	124,096
JG-527	126,077	130,277
JG-528	132,370	136,726
JG-529	139,007	143,531
JG-530	145,838	150,518
JG-531	153,109	157,946
JG-532	160,707	165,695
JG-533	168,789	173,932
JG-534	177,144	182,443
JG-535	185,626	191,073
JG-536	194,387	200,003
JG-537	203,783	209,542

April 1, 2020 Salary Schedule

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum
JG-501	1,346	23,094	24,440	25,786	27,132	28,478	29,824	31,170	32,516
JG-502	1,415	23,927	25,342	26,757	28,172	29,587	31,002	32,417	33,832
JG-503	1,476	25,141	26,617	28,093	29,569	31,045	32,521	33,997	35,473
JG-504	1,556	26,241	27,797	29,353	30,909	32,465	34,021	35,577	37,133
JG-505	1,646	27,423	29,069	30,715	32,361	34,007	35,653	37,299	38,945
JG-506	1,710	29,004	30,714	32,424	34,134	35,844	37,554	39,264	40,974
JG-507	1,784	30,671	32,455	34,239	36,023	37,807	39,591	41,375	43,159
JG-508	1,856	32,437	34,293	36,149	38,005	39,861	41,717	43,573	45,429
JG-509	1,949	34,248	36,197	38,146	40,095	42,044	43,993	45,942	47,891
JG-510	2,035	36,256	38,291	40,326	42,361	44,396	46,431	48,466	50,501
JG-511	2,130	38,424	40,554	42,684	44,814	46,944	49,074	51,204	53,334
JG-512	2,210	40,706	42,916	45,126	47,336	49,546	51,756	53,966	56,176
JG-513	2,314	43,114	45,428	47,742	50,056	52,370	54,684	56,998	59,312
JG-514	2,415	45,685	48,100	50,515	52,930	55,345	57,760	60,175	62,590
JG-515	2,513	48,403	50,916	53,429	55,942	58,455	60,968	63,481	65,994
JG-516	2,640	51,113	53,753	56,393	59,033	61,673	64,313	66,953	69,593
JG-517	2,771	54,043	56,814	59,585	62,356	65,127	67,898	70,669	73,440
JG-518	2,906	57,166	60,072	62,978	65,884	68,790	71,696	74,602	77,508
JG-519	3,038	60,339	63,377	66,415	69,453	72,491	75,529	78,567	81,605
JG-520	3,172	63,508	66,680	69,852	73,024	76,196	79,368	82,540	85,712
JG-521	3,310	66,965	70,275	73,585	76,895	80,205	83,515	86,825	90,135
JG-522	3,462	70,603	74,065	77,527	80,989	84,451	87,913	91,375	94,837
JG-523	3,601	74,478	78,079	81,580	85,281	88,882	92,483	96,084	99,685
JG-524	3,734	78,597	82,331	86,065	89,799	93,533	97,267	101,001	104,735
JG-525	3,900	83,034	86,934	90,834	94,734	98,634	102,534	106,434	110,334
JG-526	4,064	87,520	91,584	95,648	99,712	103,776	107,840	111,904	115,968
JG-527	4,200	92,477	96,677	100,877	105,077	109,277	113,477	117,677	121,877
JG-528	4,356	97,522	101,878	106,234	110,590	114,946	119,302	123,658	128,014
JG-529	4,524	102,815	107,339	111,863	116,387	120,911	125,435	129,959	134,483
JG-530	4,680	108,398	113,078	117,758	122,438	127,118	131,798	136,478	141,158
JG-531	4,837	114,413	119,250	124,087	128,924	133,761	138,598	143,435	148,272
JG-532	4,988	120,803	125,791	130,779	135,767	140,755	145,743	150,731	155,719
JG-533	5,143	127,645	132,788	137,931	143,074	148,217	153,360	158,503	163,646
JG-534	5,299	134,752	140,051	145,350	150,649	155,948	161,247	166,546	171,845
JG-535	5,447	142,050	147,497	152,944	158,391	163,838	169,285	174,732	180,179
JG-536	5,616	149,459	155,075	160,691	166,307	171,923	177,539	183,155	188,771
JG-537	5,759	157,711	163,470	169,229	174,988	180,747	186,506	192,265	198,024
JG-538		160,464							