

## 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.**

CSEA Negotiating Team

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