

Memorandum of Understanding

between

The State of New York - Unified Court System

and

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO

This Memorandum of Understanding (“MOU”) is entered into by the State of New York - Unified Court System (“UCS”) and The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (“Union”) regarding Paid Parental Leave (“PPL”) for qualifying employees, as set forth below.

I. Intent

The intent of PPL is to provide qualified employees with up to 12 work weeks of fully paid leave to bond with a newborn, adopted or foster child.

II. Eligibility

Any gestational, non-gestational, adoptive, or foster parent that has at least six (6) months of cumulative Court System service and works at least a 50% schedule as of the date the PPL commences.

III. Leave Entitlement and Timing

- a. Employees may take fully paid leave, without charge to their personal accruals, for up to 12 work weeks for the birth of a child (including birth *via* a surrogate), placement of a child for adoption, or placement of a child for foster care (“qualifying events”).

If both parents are employed by UCS, each is entitled to PPL of up to 12 work weeks.

PPL is available for use once in a 12-month period, on a rolling basis, regardless of the number of qualifying events that may occur within such 12-month period.

PPL cannot be used incrementally or intermittently and must be taken in a continuous block of time. Employees do not have to take the full 12 work weeks but once they return from PPL, eligibility for PPL for the same qualifying event is extinguished, i.e., if an employee returns after 8 work weeks of PPL, they are not eligible for future PPL unless there is a new qualifying event that occurs at least 12 months after the prior qualifying event.

Employees can elect to begin PPL on the date of the qualifying event, or another date thereafter, but in no event will PPL extend beyond seven (7) months from the date of the qualifying event, i.e., an employee’s ability to use PPL will end seven (7) months from the date of the qualifying event.

b. Time for Filing and Approval

PPL must be requested by the employee no less than 30 calendar days in advance where the need for leave is foreseeable. Requests for PPL must be made on a form to be prescribed by UCS. Approval of PPL is subject to receipt of proof of the qualifying event as soon as is practicable under the circumstances.

c. Retroactive Application

If a qualifying event occurred between January 1, 2024 and March 31, 2024, an eligible employee may use PPL, however the employee's use of PPL must still end within seven (7) months of the qualifying event.

- i. Employees seeking retroactive coverage, i.e., between January 1, 2024 and March 31, 2024, will be required to apply by submitting the prescribed form.
- ii. In no event will retroactive coverage result in any cash/check payment to the employee. Rather, at their election, employees that charged their accruals for any qualifying event that occurred between January 1, 2024 and March 31, 2024 shall be eligible to have their accruals restored and/or PPL charged prospectively in lieu of further charging their accruals or taking leave unpaid, as may be applicable. Employees that took leave without pay for any qualifying event that occurred between January 1, 2024 and March 31, 2024 and are still on such leave as of April 1, 2024 shall be entitled to charge PPL prospectively in lieu of charging their accruals or taking further unpaid leave, as may be applicable.

IV. Other Leave Benefits and Insurance

a. Contractual Child Care Leave

PPL merely serves to allow employees to be out on full pay, without charge to their accruals, for up to 12 work weeks during an otherwise unpaid Child Care Leave. Accordingly, employees may elect to use PPL at any time during the one (1) year non-discretionary Child Care Leave set forth in Section 9.6(c) of the 2021-2026 Collective Bargaining Agreement ("Agreement"), subject to the provisions of Section (III) above.

b. FMLA

In the event employees have FMLA leave available upon commencement of PPL, such leave will run concurrent with the PPL. Employees that exhaust their FMLA entitlement for childbirth/bonding while using PPL may thereafter take leave under the FMLA for other FMLA-qualifying events [excluding birth of a child for which PPL was used] during that same FMLA period [calendar year], e.g., for the employee's own serious health condition; to care for a family member with a serious health condition; military caregiver; and for qualifying exigencies related to military service, provided they are FMLA-eligible and have not already exhausted their FMLA entitlement for such event(s).

c. Sick Leave Bank

Employees that are on PPL are not eligible to apply for Sick Leave Bank time during that same period.

d. Other Leaves of Absence

Employees that experience a qualifying event while they are already out of work on another leave must be cleared to return to work from such leave of absence in order to be eligible for PPL. The timeframes for commencing PPL and for filing an application, as set forth in Sections III(a) and (b) above, still apply.

e. Health Insurance Coverage and Payroll Deductions

While using PPL, employees continue to be covered by their existing insurance benefits and all employer contributions continue. Employees continue to have health insurance premiums, retirement contributions, and other payroll deductions withheld from their paycheck, as may be applicable.

V. Attendance and Leave

For attendance and leave purposes, employees on PPL are deemed to be on a leave with pay and as such, will continue to earn bi-weekly leave accruals and be paid for holidays the same as any other paid leave.

VI. Retirement Credit

Employees using PPL continue to receive retirement service credit while on PPL.

VII. No Extension of Employment

PPL shall not be used to extend employment beyond the point it would otherwise end pursuant to the Collective Bargaining Agreement, Rules and/or by operation of law.

VIII. Alleged Violations of the PPL

The provisions of this MOU shall not be subject to the Grievance Procedures in the Agreement. Any employee who believes that they have been improperly denied PPL or that an improper designation of PPL has been made may write to the Director of Human Resources, Division of Human Resources, 7th Floor, 25 Beaver Street, New York, NY 10004. The Director or designee will investigate the concern and respond to the employee in writing.

IX. Term of Agreement

This Agreement shall remain in effect unless and until otherwise negotiated by the parties.

Agreed to by:

UCS



Carolyn Grimaldi
Director, Division of Labor Relations

Date: February 27, 2024

UNION



Susan Radosh
Deputy Director of State Operations
CSEA, Inc.

Date: 2/28/24



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

February 27, 2024

Susan Radosh, Deputy Director of
State Operations
Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, NY 12210

Re: Leave Without Pay for Child Care

Dear Ms. Radosh:

This will confirm the parties' agreement regarding Section 9.6(c), *Leave Without Pay for Child Care*, of the 2021-2026 Collective Bargaining Agreement ("Agreement") between the State of New York-Unified Court System ("State") and The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO ("Union"). The parties hereby agree that, effective April 1, 2024, Section 9.6(c)(i) shall provide the following:

9.6(c)(i) A combined confinement and childcare leave of absence without pay shall be granted to an employee (male or female) who becomes the parent of a child, either by birth, adoption or foster placement, for a period of up to 12 months. A period beyond 12 months, but not more than another successive 12-month period, may be granted at the discretion of the Chief Administrative Judge or his/her designee subject to the staffing needs of the court. The use of this maximum allowance will be limited to one instance only during the term of this Agreement.

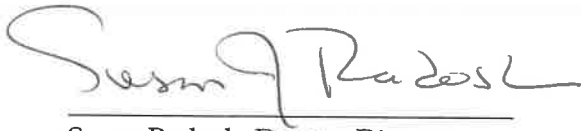
Your signature below will confirm your agreement to the terms herein.

Very truly yours,

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

Carolyn Grimaldi

Re: Leave Without Pay for Child Care
February 27, 2024
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Susan Radosh, Deputy Director
of State Operations
Civil Service Employees Association

Dated: 2/28/24

c: Honorable Norman St. George
Honorable James P. Murphy
Honorable Deborah Kaplan
Justin Barry
Scott Murphy
Jennifer DiLallo
Linda Dunlap-Miller