AGREEMENT

between the

STATE OF NEW YORK-
UNIFIED COURT SYSTEM

and

THE CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME (AFL-CIO)

2007 - 2011

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME (AFL-CIO)

TABLE OF CONTENTS

Article		Page
1	RECOGNITION	1
2	STATEMENT OF POLICY AND PURPOSE	1
3	UNCHALLENGED REPRESENTATION	2
4	EMPLOYEE ORGANIZATION RIGHTS	2
	4.1 Exclusive Right to Negotiate	2
	4.2 Payroll Deduction	2
	4.3 Bulletin Board	3
	4.4 Meeting Place	3
	4.5 Access to Employee	4
	4.6 Employee Lists	4
	4.7 Employee Organization Leave	4
5	MANAGEMENT RIGHTS	7
6	NO STRIKES	8
7	COMPENSATION	8
	7.1 Pay Bill	8
	7.2 Lag Payroll	8
	7.3 Performance Evaluation	8
	7.4 2007 Salary Increase	9
	7.5 2008 Salary Increase	9
	7.6 2009 Salary Increase	10
	7.7 2010 Salary Increase	10
	7.8 Location Pay	10
	7.9 Longevity Bonus	12
	7.10 Shift Differential	14
	7.11 Salary Deferral	15
8	HEALTH INSURANCE	15
	8.1 Health Insurance	15
	8.2 Reopening Negotiations	15
	8.3 Health Option Program	16
9	TIME AND LEAVE	16
	9.1(a) Attendance	16
	9.1(b) Tardiness	16
	9.2 Annual Leave	17
	9.2(g) Part-Time Definitions	17

9.3 Sick Leave ... 19
9.3(c) Call-In ... 20
9.3(h) Incapacitated Employees ... 22
9.3(i) Sick Leave Bank ... 25
9.3(j) Sick Leave: Verified Illness ... 25
9.4 Workers' Compensation Benefit ... 25
I. Non-Line-of Duty Injury/Illness for Uniformed and Non-Uniformed Personnel ... 25
I. (8)(a) Mandatory Alternate Duty ... 27
II. Uniformed Personnel Injured In The Line of Duty ... 28
III. Death Benefit (Performance of Duty) ... 32
9.5 Other Leaves With Pay ... 32
9.5(a) Leave for Subpoenaed Appearance and Jury Attendance ... 32
9.5(b) Leave for Civil Service Examinations ... 32
9.5(c) Waiver of Fees for Civil Service Examinations ... 33
9.5(d) Leave for Quarantine ... 33
9.5(e) Leaves Required by Law ... 33
9.5(f) Leave for Civil Defense Duties ... 33
9.5(g) Death in the Immediate Family ... 33
9.5(h)(1) Extraordinary Circumstances ... 34
9.5(i) Blood Donations ... 35
9.5(j) Other Leaves ... 35
9.5(k) "CAT" Training ... 35
9.5(l) Real-Time Translation Training ... 35
9.6 Leaves Without Pay ... 35
9.6(a) Leave of Absence; Duration ... 35
9.6(b) Successive Leave of Absence ... 36
9.6(c) Leave Without Pay for Child Care ... 36
9.7 Payment of Accruals Upon Separation ... 36
9.8 Written Agreement Required for Transfer of Leave Credits ... 37
9.9 Holidays ... 37
9.10 Retroactive Time Credits ... 38
9.11(a)Holiday Pay ... 38
9.11(b)Holiday Pay-Premium Pay ... 38
9.12 Holiday Falling on Saturday or Sunday ... 38
9.13 Workweek ... 38
9.14 Conferences ... 39
9.15 Scheduling ... 39
9.16 Layoff ... 39
9.17 Early Release (temperature related) ... 39
10 OVERTIME ... 39

10.1 Policy ... 39
10.2 Definitions ... 40
10.3 Exclusions ... 40
10.4 Authorization for Overtime Work ... 41
10.5 Determination of Overtime Earned ... 42
10.6 Payment for Overtime ... 43
10.7 Computation of Cash Compensation ... 43
10.8 Time of Payment of Cash Compensation ... 44
10.9 Compensatory Time Off ... 44
10.10 Overtime Meal Allowance ... 44
10.11 Timekeeping Procedures ... 44
10.12 Conflicts ... 45
10.13 Exceptions ... 45
11 TRAVEL EXPENSES ... 45
11.1 Per Diem Meal ... 45
11.2 Mileage Reimbursement ... 45
11.3 Extended Travel ... 45
12 DISCIPLINARY PROCEDURES ... 45
12.1 Applicability ... 45
12.2 Procedure ... 46
12.3 Suspension Pending Determination of Charges ... 47
12.4 Determination of Charges ... 48
12.5 Time for Removal or Disciplinary Proceedings ... 48
12.6 Review of Penalty or Punishment ... 48
12.7 Restoration of Position ... 49
12.8 Alternative Disciplinary Procedure ... 49
13 PRINTING OF AGREEMENT ... 51
14 LABOR/MANAGEMENT COMMITTEE ... 51
15 GRIEVANCE PROCEDURES
15.1 Definitions ... 54
15.2(a) Step 1 ... 55
15.2(a)(i) Court of Appeals ... 55
15.2 (a)(ii) Appellate Divisions ... 55
15.2(a)(iii) Court of Claims ... 56
15.2(a)(iv) Office of Court Administration ... 56
15.2(a)(v) Judicial District Employees ... 57
15.2(b)(1) Step 2 – Contract Grievances ... 57
15.2(b)(2) Step 2 – Non-Contract Grievances ... 58
15.2(c) Step 3 – Contract Grievances ... 58
16 OUT-OF-TITLE WORK ... 59
17 NO DISCRIMINATION ... 61
18 BENEFITS GUARANTEED ... 61

19 CLASSIFICATION APPEALS 62
20 PROTECTION OF EMPLOYEES 62
21 UNIFORM AND EQUIPMENT ALLOWANCE
21.2(a) June, 2008 Uniform and Equipment Allowance 63
21.2(b) December, 2008 Uniform and Equipment Allowance 63
21.3(a) June, 2009 Uniform and Equipment Allowance 63
21.3(b) December, 2009 Uniform and Equipment Allowance 63
21.4(a) June, 2010 Uniform and Equipment Allowance 63
21.4(b) December 2010 Uniform and Equipment Allowance 63
21.5(a) Non-Peace Officer Status Uniform and Equipment Allowance 63
21.5(b) April, 2008 Non-Peace Officer Status Uniform and Equipment Allowance 63
21.5(c) April, 2009 Non-Peace Officer Status Uniform and Equipment Allowance 64
21.5(d) April, 2010 Non-Peace Officer Status Uniform and Equipment Allowance 64
21.6(a) Eligibility for June Uniform and Equipment Allowance 64
21.6(b) Eligibility for December Uniform and Equipment Allowance 64
21.7 Disciplinary Leave Without Pay – Uniform and Equipment Allowance 64
21.8 No Pro-Ration of Uniform and Equipment Allowance 64
21.9 Annual Uniform Inspection 64
21.10 Pre-Tour Prep 64
22 EMPLOYEE BENEFIT FUND 65
23 SALARY COMPUTATION 66
24 WORK/LIFE ASSISTANCE PROGRAM 66
25 JOB ABANDONMENT 67
26 REASSIGNMENT AND TRANSFERS
26.1 Definitions 67
26.2 Filing 68
26.3 Guidelines in Considering Requests for Filling Vacancies 68
26.4 Notification of Rejection 69
26.5 Reciprocity 70
27 CHILD CARE/ELDER CARE DEVELOPMENT COMMITTEE ... 70
28 POSTING OF VACANCIES 70
29 PERSONAL HISTORY FOLDERS 71
30 PHYSICAL FITNESS 71
31 FLEXIBLE BENEFITS SPENDING PROGRAM 72
32 COURT REPORTER PRODUCTION STANDARDS 72
33 DRUG TESTING 73

34 DRESS CODE 75
35 TITLE STANDARDS 77
36 REIMBURSEMENT FOR PROPERTY DAMAGE 77
37 HEALTH AND SAFETY 77
38 SENIORITY 78
39 SEVERABILITY 78
40 CONCLUSION OF COLLECTIVE NEGOTIATIONS 78
41 APPROVAL OF THE LEGISLATURE 79
42 CONFLICT WITH AGREEMENT 79
43 DURATION OF AGREEMENT 79
SIGNATURE PAGE 80

APPENDIX A:
Job Titles or Positions
Included in the State Judiciary
Negotiating Unit 81

APPENDIX B:
Performance Evaluations 94

APPENDIX C:
Sick Leave Bank 106

APPENDIX D:
Salary Schedules 112

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AGREEMENT

Agreement made by and between the State of New York-Unified Court System (hereafter referred to as "State") and The Civil Service Employees Association, Inc., Local 1000, AFSCME (AFL-CIO) (hereafter referred to as "Union").

The term "employees" shall hereafter refer to employees within the State Judiciary negotiating unit as defined in Article 1 of this Agreement.

ARTICLE 1

RECOGNITION

1.1 The State, pursuant to Article 14 of the Civil Service Law (Public Employees' Fair Employment Act), hereby acknowledges that it recognizes the Union as the exclusive negotiating representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for all full-time and part-time employees in a single negotiating unit consisting of:

> All employees in Judicial Districts Three through Eight, except those employees who have been designated as managerial or confidential pursuant to law; and all employees who served in State-paid nonjudicial positions in the Unified Court System prior to April 1, 1977 and all employees who were paid by the County of Orange, the County of Dutchess, the County of Putnam, the City of Port Jervis, the City of New Rochelle, the City of Newburgh, the City of Middletown, the City of Poughkeepsie, the City of Mount Vernon, the City of Peekskill, the City of Beacon, the City of Rye, the City of Glen Cove and the City of Long Beach, and similar positions or titles thereafter created, except those employees who have been, or hereafter are, designated managerial or confidential pursuant to law; whose job titles or positions are set forth in Appendix A.

ARTICLE 2

STATEMENT OF POLICY AND PURPOSE

2.1 It is the policy of the State to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted operations of government. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting public employees the rights of organization and collective representation concerning the determination of the terms and conditions of their employment.

2.2 The State and the Union now desire to enter into an agreement reached through collective negotiations which will have for its purposes, among others, the following:

(a) To recognize the legitimate interests of the employees of the State to participate through collective negotiations in the determination of the terms and conditions of their employment.

(b) To promote fair and reasonable working conditions.

(c) To promote individual efficiency and service to the citizens of the State.

(d) To avoid interruption or interference with the efficient operations of the State's business.

(e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3

UNCHALLENGED REPRESENTATION

The State and the Union agree, pursuant to Section 208 of the Civil Service Law, that the Union shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.

ARTICLE 4

EMPLOYEE ORGANIZATION RIGHTS

4.1 **Exclusive Right to Negotiate**. The Union shall have the exclusive right to negotiate with respect to salaries, wages, hours and other terms and conditions of employment on behalf of those employees it represents under this Agreement and the State shall not negotiate or meet with any other employee organization with reference to terms and conditions of employment of employees represented by the Union under this Agreement.

4.2 **Payroll Deduction**. The Union shall have exclusive payroll deduction of membership dues and insurance premiums with this privilege accorded to no other employee organization. Payroll deductions shall also be provided without

service charge for savings and loans to credit unions as authorized in writing by an employee and in accordance with the Rules of the Comptroller. Further, to the extent allowed by law, payroll deductions shall also be provided without service charge for approved Individual Retirement Accounts, Deferred Compensation Programs and the P.E.O.P.L.E. Program, as authorized in writing by an employee and in accordance with the Rules of the Comptroller.

4.3 **Bulletin Boards**.

(a) The State shall provide a reasonable amount of exclusive bulletin board space in an accessible place in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices and material issued by the Union, which shall be signed by a designated official of the Union. In addition, the State shall provide a reasonable amount of space in accessible locations where the Union may place its own exclusive bulletin boards at no cost to the State. No material shall be posted which is defamatory of the State or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof. Until such time as a bona fide representation petition has been filed with the Public Employment Relations Board, no other employee organization except employee organizations which have been certified or recognized as the representative for collective negotiations for other State employees employed at such locations, shall have the right to post material upon State bulletin boards.

(b) The number and location of bulletin boards as well as arrangements with reference to placing material thereon and removing material therefrom, shall be subject to mutual understandings, provided, however, that any material objected to by the State shall be removed, which removal may be contested pursuant to the contract grievance procedure provided for herein.

4.4 **Meeting Space**. Where there is appropriate available meeting space in buildings owned, leased or used by the State, the Union will be accorded the privilege of using such space for specific meetings in the Court of Appeals, subject to the consent of the Clerk of the Court; in the Appellate Divisions, subject to the consent of the Presiding Justice; in the Court of Claims subject to the consent of the Presiding Judge; in all other courts subject to the consent of the District Administrative Judge or an appropriate local Judge, provided, that there is no extraordinary expense incurred by the State in the furnishing of such space, and written request for the use of such space is made in advance to the appropriate approving authority as set forth above.

4.5 **Access to Employees**. The Union shall, on an exclusive basis, have access during working hours to employees it represents, to consult regarding membership services and programs under mutually developed arrangements in the Court of Appeals with the consent of the Clerk of the Court; in the Appellate Divisions with the consent of the Presiding Justice; in the Court of Claims with the consent of the Presiding Judge; and in all other courts with the consent of the District Administrative Judge or an appropriate local Judge. Any such arrangements shall insure that such access shall not interfere with work duties or performance and shall be reasonably controlled.

4.6 **Employee Lists**. The State shall furnish to the Union, without charge, upon written request, but not more than quarterly, information showing the name, home address, negotiating unit designation, social security number, payroll agency, title, salary and work location, if and when available, of all employees covered by this Agreement. The State shall provide to the Union a monthly list of new employee names and work locations.

4.7 **Employee Organization Leave**. Employee organization leave is excused leave from work time for authorized Union business for purposes set forth below, subject to the reasonable operating needs of the court or court-related agency:

(a) The Union shall designate at least quarterly, in writing, those employees who are authorized to take employee organization leave. The Deputy Director for Labor Relations shall establish uniform procedures regarding the maintenance and submission of monthly reports of employee organization leave.

(b) Individuals duly designated by the Union shall be permitted to perform the following functions subject to the reasonable operating needs of the court or court-related agency without loss of pay or other employee benefits, except as limited by Section 4.7(d):

(1) To investigate grievances, assist in their early resolution, and to process them at all levels of the grievance procedure.

(2) To participate in meetings of the Labor/Management Committee.

(3) To meet or confer with the Chief Administrative Judge or any of his/her representatives on matters affecting labor-management relations, where such meetings or conferences have been previously approved by the Chief Administrative Judge.

(4) To negotiate, prepare for negotiations, or confer with the Deputy Director for Labor Relations or his/her representative, and to participate in fact-finding or other collective bargaining impasse procedures.

(5) To confer with and/or appear before PERB, Department of Audit and Control, New York State Employees Retirement System, and the Civil Service Commission on matters which may have any effect on labor-management relations.

(6) To confer with and/or appear before any Federal wage regulatory agency or Occupational Health and Safety Commission.

(7) To attend award, honor, graduating and promotional ceremonies as employee representatives, provided that no more than ten workdays in any calendar year are used for such purposes.

(8) To attend funerals and memorial services for employees who are killed in the line of duty (officers of the Union and an honor guard and such others as the Deputy Director for Labor Relations may approve).

(9) To engage in any other activity which may be approved by the Deputy Director for Labor Relations consistent with the conduct of labor-management relations.

(10) To attend meetings as a trustee of the Union Employee Benefit Fund, up to four such meetings per year.

(11) CSEA delegates, State employee members of its Board of Directors required by CSEA bylaws to be present at delegate meetings, Sergeants-at-Arms and assistants, members of its Resolutions, Social and Credentials Committees, shall be granted employee organization leave for delegate meetings, workshops, and training programs, including reasonable travel time for all such meetings. Under special circumstances and upon advance request, additional employee organization leave for additional meetings may be granted by the Deputy Director for Labor Relations.

(12) Each State employee member of CSEA's State Executive Committee or Board of Directors shall be granted a reasonable amount of employee organization leave for time actually spent at meetings of such board and its committees or State Executive Committee up to a maximum of ten days for each year of the term of this Agreement plus travel time. Eleven CSEA representatives will be granted leave to meet in Executive Council.

(13) No more than ten State employee members of CSEA standing, ad hoc and special committees shall be granted a reasonable amount of employee organization leave for time actually spent at meetings of such committees, plus travel time, for the term of this Agreement. The grant of such leave shall be subject to the reasonable operating needs of the unit. The Deputy Director for Labor Relations and the Union or their designees, shall determine annually in December the committees which will be operative for the forthcoming year and therefore eligible for leave in accordance with this paragraph.

(14) Conferences with counsel to prepare for trial or a hearing or attendance as a witness in an action commenced by or against the Union concerning a claimed violation of the interpretation of this Agreement or a reclassification of employees.

(15) Up to ten State employees shall be granted a reasonable amount of employee organization leave for the biannual AFSCME convention.

(16) Subject to the reasonable operating needs of the court or court-related agency, the Union shall be granted up to one hour to meet with new employees, in the first six months of service, during working hours, to explain Union services, programs and benefits.

(c) Individuals duly designated by the Union shall be granted leave without pay to perform the following function: to attend Welfare Trustee Conferences offered by a recognized foundation, up to a maximum of two conferences per year per trustee.

(d) Individuals duly designated and authorized in writing by the Union shall be granted employee organization leave for time actually spent performing appropriate employee relations functions as specified in Section 4.7(b), provided that effective April 1, 2004 such time shall not exceed 4.5 hours per represented employee per year based on the average number of employees in the bargaining unit, computed on a quarterly basis, in the preceding fiscal year and, provided further, that effective April 1, 2003, unused time shall be carried over from one fiscal year to the next. If employee organization leave is utilized beyond such amount, the Union shall have 30 days to determine whether to repay such amount to the State in cash as provided below or through a charge to the accrued annual leave credits or compensatory time credits of the employee who was absent from work performing such appropriate employee relations functions. Provided, however, that if an employee does not have sufficient annual leave or compensatory time credits to cover such absence from work, appropriate deductions shall be taken from subsequent paychecks. Provided further, however,

that if the Union chooses to reimburse the State in cash for such excess time used, such payment shall be based on the hourly rate of the individual for whom such reimbursement is made including an additional payment of 30% of such rate representing the value of fringe benefits . Such reimbursement by the Union shallbe made within 30 days after the State has notified the Union by certified mail that a deficit exists. If the Union fails to make such cash payment within 30 days and the Union has not notified the State that a dispute exists concerning the amount of employee organization leave due and owing, the State shall make an appropriate deduction from the affected employee's leave credits or subsequent paychecks. The hourly rate shall be determined by dividing an employee's basic annual salary plus any additional compensation payable because of hours of work or location by 1,827. If the Union notifies the State within 30 days that a dispute exists concerning the amount of employee organization leave due and owing, then the Union must simultaneously notify the State whether it chooses to place the disputed amount of cash or leave credits in escrow pending resolution of the dispute by arbitration pursuant to Article 15 of the Agreement. The Union may elect to place a certified check for the full disputed amount in an escrow account which the State selects. If the Union does not make a timely election when it notifies the State within 30 days of notification of the overage of a dispute, the State will automatically freeze the disputed amount of leave credits of affected employees. Such leave credits cannot be used by affected employees while frozen and such leave credits will not be released until there is a final resolution of the dispute. In scheduling the use of employee organization leave time for such appropriate employee relations functions, the State shall use its best efforts to accommodate authorized requests for employee organization leave.

ARTICLE 5

MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the State are retained by it, including but not limited to, the right to determine the mission, purposes, objectives and policies of the State; to determine the facilities, methods, means and number of personnel required for the conduct of State Judiciary programs; to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law, and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 6

NO STRIKES

6.1 The Union shall not engage in a strike, nor cause, instigate, encourage or condone a strike.

6.2 The Union shall exert its best efforts to prevent and terminate any strike.

6.3 Nothing contained in this Agreement shall be construed to limit the rights, remedies or duties of the State or the rights, remedies or duties of the Union or employees under State Law.

ARTICLE 7

COMPENSATION

7.1 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 Article.

7.2 The lag payroll shall continue. Repayment of such lagged salary shall be made when an employee leaves State service. The employee's final salary check shall be paid at the employee's then-current salary rate and shall be issued at the end of the payroll period next following the payroll period in which service is discontinued.

7.3 **Performance Evaluation.**

(a) The State shall continue to utilize a performance evaluation system for all employees. All increments and longevity bonuses shall be conditioned on ratings pursuant to the performance evaluation system as provided herein. The procedures are contained in Appendix B of this Agreement. Such performance evaluation system shall provide for an annual initial and an annual final employee performance review by a supervisor. A mid-year review may also be held for employees who have received a rating that was other than meets job requirements during the previous rating period. Additional informal reviews are encouraged. No increment or longevity bonus normally due under Section 37 of the Judiciary Law and provided for in this Agreement or under Section 7.9 shall be released unless an employee receives a final annual rating other than unsatisfactory under the State's performance evaluation system. An employee will receive a copy of the

performance evaluation form. An unsatisfactory rating in one year will not be a bar to increments or longevity bonuses in future years, if eligible.

(b) A written appeal of an unsatisfactory performance evaluation review shall be made within ten workdays of the receipt of the final performance evaluation form. Such appeal shall be made on a form acceptable to the State and the Union to a panel to be composed of one Union representative, one management representative and one third-party neutral to be designated by agreement of the parties. The panel shall review whether the unsatisfactory performance evaluation was a reasonable determination by the supervisor considering the performance evaluation form and the written appeal form. The panel may determine, in its discretion, that additional information, oral argument or witnesses are necessary to make an adequate review. The panel shall determine in writing on an expedited basis whether the unsatisfactory rating shall be sustained or denied. Such decision shall be final and binding and unreviewable in any other forum. The procedure herein shall not apply to probationary employees.

7.4(a) Effective April 1, 2007, or on a different day of the biweekly period for administrative convenience as provided for in Section 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, 2007, 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, 2007, 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 on April 1, 2007, shall be increased by 3% or $950, whichever is greater. Such percentage increase shall be added to the salary schedule.

7.5(a) Effective April 1, 2008, or on a different day of the biweekly period for administrative convenience as provided for in Section 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, 2008, added to basic annual salary. An employee must have served the equivalent of 120 full-workdays in the fiscal year to receive such increment.

7.5(b)Effective April 1, 2008, 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 on April 1, 2008, shall be

increased by 3% or $975 whichever is greater. Such percentage increase shall be added to the salary schedule.

7.6(a) Effective April 1, 2009, or on a different day of the biweekly period for administrative convenience as provided for in Section 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, 2009, 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, 2009, 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 on April 1, 2009, will be increased by 3% or $1,000, whichever is greater. Such percentage increase shall be added to the salary schedule.

7.7(a) Effective April 1, 2010, or on a different day of the biweekly period for administrative convenience as provided for in Section 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, 2010, 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, 2010, 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 on April 1, 2010, will be increased by 4% or $1,025 whichever is greater. Such percentage increase shall be added to the salary schedule.

7.8 **Location Pay.**

(a) The location differential in effect on April 1, 2006, 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.

(b)(1) Effective April 1, 2006, the State shall pay, in addition to basic annual salary, a location differential of $3,252 per annum (prorated for employees working less than full time) to each employee in service on the date of execution of the Memorandum of Agreement assigned to a workstation within an eligible geographic area excluding Monroe County, Dutchess County, Putnam County or Orange County.

(b)(2) Effective April 1, 2006, the State shall pay, in addition to basic annual salary, a location differential of $1,626 per annum (prorated for employees working less than full time) to each employee in service on the date of execution of the Memorandum of Agreement assigned to a workstation in Dutchess County, Putnam County or Orange County.

(c)(1) Effective April 1, 2007, the State shall pay, in addition to basic annual salary, a location differential of $3,350 per annum (prorated for employees working less than full time) to each employee in service on the date of execution of the Memorandum of Agreement assigned to a workstation within an eligible geographic area excluding Monroe County, Dutchess County, Putnam County or Orange County.

(c)(2) Effective beginning April 1, 2007, the State shall pay, in addition to basic annual salary, a location differential of $1,675 per annum (prorated for employees working less than full time) to each employee in service on the date of execution of the Memorandum of Agreement assigned to a workstation in Dutchess County, Putnam County or Orange County.

(d)(1) Effective April 1, 2008, the State shall pay, in addition to basic annual salary, a location differential of $3,451 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.

(d)(2) Effective April 1, 2008, the State shall pay, in addition to basic annual salary, a location differential of $1,725 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.

(e)(1) Effective April 1, 2009, the State shall pay, in addition to basic annual salary, a location differential of $3,555 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.

(e)(2) Effective April 1, 2009, the State shall pay, in addition to basic annual salary, a location differential of $1,777 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.

(f)(1) Effective April 1, 2010, the State shall pay, in addition to basic annual salary, a location differential of $3,697 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.

(f)(2) Effective April 1, 2010, the State shall pay, in addition to basic annual salary, a location differential of $1,848 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.

7.9 **Longevity Bonus.**

(a)(1) Effective April 1, 2007, an employee who has at least 20 years of continuous service in the Unified Court System and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of $1,750 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(a)(2) Effective April 1, 2007, an employee who has at least 25 years of continuous service in the Unified Court System and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of $1,850 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(b)(1) Effective April 1, 2008, an employee who has at least 20 years of continuous service in the Unified Court System and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of $1,800 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this section, a break in

continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(b)(2) Effective April 1, 2008, an employee who has at least 25 years of continuous service in the Unified Court System and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of $1,900 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(b)(3) Effective April 1, 2008, an employee who has at least 30 years of continuous service in the Unified Court System and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of $2,000 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(c)(1) Effective April 1, 2009, an employee who has at least 20 years of continuous service in the Unified Court System and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of $1,850 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(c)(2) Effective April 1, 2009, an employee who has at least 25 years of continuous service in the Unified Court System and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of $1,950 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(c)(3) Effective April 1, 2009, an employee who has at least 30 years of continuous service in the Unified Court System and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall

receive an annual payment of $2,050 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(d)(1) Effective April 1, 2010, an employee who has at least 20 years of continuous service in the Unified Court System and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of $1,900 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(d)(2) Effective April 1, 2010, an employee who has at least 25 years of continuous service in the Unified Court System and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of $2,000 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(d)(3) Effective April 1, 2010, an employee who has at least 30 years of continuous service in the Unified Court System and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of $2,100 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

7.10 **Shift Differential**. There shall be a shift differential of ten percent (10%) for all employees covered by this Agreement for all regularly scheduled hours worked between 6 p.m. and 8 a.m. with more than one hour between 6 p.m. and 8 a.m.

An employee receiving overtime compensation (cash or compensatory time) shall not receive a shift differential for such work but shall receive such overtime pay or compensatory time if eligible under Article 10.

7.11 Salary Deferral

(a) Except as set forth in Section 7.11(b), notwithstanding any provision of law or other provision of the Agreement, (i) an employee whose basic annual salary is at or above $115,000.00 on the date of execution of this Agreement shall have his/her increments, percentage increases or increments upon promotion deferred as provided in Section 7.11(b) and (ii) an employee shall receive that portion of an increment, percentage increase or increment upon promotion which would increase the employee's basic annual salary to an amount equal to $115,000.00, with the balance to be deferred as set forth in Section 7.11(b). No employee's current salary will be diminished by this Agreement.

(b) The increments, percentage increases or increments upon promotion or the portion thereof deferred by Section 7.11(a) above shall be paid upon the signing into law by the Governor of the State of New York a bill authorizing a judicial pay raise, or the earlier of the dates upon which a pay raise is otherwise effectuated or implemented, or March 31, 2011. Each employee affected by the deferral shall have his/her salary reconstructed to the level it would have been without the salary deferral.

(c) Should an employee separate from service prior to a judicial pay raise, the employee will still receive all deferred payments that the employee would have been eligible for during his/her time in service.

(d) All deferred payments shall be pensionable in accordance with applicable law.

ARTICLE 8
HEALTH INSURANCE

8.1 The State shall continue to provide health and prescription drug benefits administered by the Department of Civil Service. Employees enrolled in such plans shall receive health insurance and prescription drug benefits to the same extent, at the same contribution level, in the same form and with the same co-payment structure that Executive Branch employees represented by CSEA receive such benefits.

8.2 Either party may seek to reopen negotiations to consider alternatives, if any, to the Empire Plan and/or to consider the enhancements which can be provided to the Empire Plan.

8.3 **Health Option Program.** The State and the Union have agreed to participate in a pilot Health Option Program for calendar years 2009 and 2010. Under this program, employees holding graded positions JG-16 and below will be permitted to receive a credit of $450 in calendar year 2009 and a credit of $500 in calendar year 2010 towards their health insurance premium by electing to exchange three days annual leave effective with the first time sheet ending in January, 2009 and January, 2010. Employees who elect to participate in this pilot program must have a minimum of eight days annual leave and must make such election by November of each year. The State will advise the Union by October 1, 2010, if this program will be continued.

ARTICLE 9

TIME AND LEAVE

9.1 (a) **Attendance**. The transition to a uniform automated computer-based system for the maintenance and submission of time and attendance records shall continue. Until such transition is complete, current practices regarding time and attendance records shall be continued in those locations where such uniform automated procedures are not yet implemented.

(b) **Tardiness**.

(1) The Administrative Director or his/her designee may establish rules and schedules of penalties for tardiness. Such rules and schedules shall be established after consultation with the Union at Labor/Management Committee meetings. Penalties imposed pursuant to such rules and schedules shall not preclude disciplinary action in cases of excessive tardiness.

(2) In the event of public transportation difficulties, traffic difficulties (limited to traffic accidents or hazardous road conditions not related to weather), strikes, severe storms or floods (including public transportation or traffic difficulties caused by them), or similar uncontrollable conditions affecting employees, tardiness may be excused by the Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, or the District Administrative Judge.

(3) Employees shall charge tardiness to accrued annual leave on a minute-for-minute basis; provided, however, that tardiness may be excused as provided in subsection (2) above.

(c) 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 shall excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized volunteer firefighters and volunteer ambulance drivers. In such cases, he/she may require the employee to submit satisfactory evidence that the lateness was due to such emergency duties.

9.2 **Annual Leave**.

(a) Employees shall be entitled to combined vacation, personal, business and religious holiday leave of 20 days annually and shall be entitled to one additional day for each completed year of continuous service in the Unified Court System up to a maximum of 27 workdays annually. An employee shall not earn annual leave credit for any biweekly pay period unless he/she is in full pay status for at least seven workdays during such biweekly pay period. Annual leave shall be credited on a biweekly basis.

A part-time, per diem or hourly employee eligible to earn annual leave credits pursuant to Section 9.2(g) shall earn annual leave credits as provided herein but his/her total pay when absent on such leave shall be the amount which would have been due him/her if he/she had worked his/her usual number of hours or days during such period.

(b) A leave of absence without pay, or a resignation followed by re-employment in the Unified Court System within one year following such leave of absence or resignation, shall not constitute an interruption of continuous service for the purposes of this section; provided, however, that leave without pay for more than six months or the period between resignation and re-employment, during which the employee is not in the service of the Unified Court System, shall not be counted in determining eligibility for additional annual leave credits under this section.

(c) After the anniversary date on which an employee has been credited with seven days of additional annual leave credits, he/she shall thereafter earn annual leave for completed biweekly pay periods at a rate which will equal 27 days for 26 such pay periods.

(d) Effective with the execution of this Agreement, no accumulation of annual leave credits in excess of 54 days may be carried over from one fiscal year to the next. Any such accumulation in excess of 54 days at the end of a fiscal year shall be converted into sick leave. 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 may grant an employee specific permission to exceed the 54-day maximum for a period of no longer than one year where the needs of the court or court-related agency require that the employee postpone his/her vacation.

(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.

(ii) Assignment of annual leave, compensatory time, holiday work or flexible time shall be made at the times desired by an employee to the extent practicable in light of the needs of the court or court-related facility involved to provide the services it is charged to provide. In the event that more employees request the same time off than can be reasonably spared for operating reasons, such time off will be granted to such employees who can reasonably be spared in order of seniority. If two or more employees in the same title have the same length of service in the Unified Court System, a conflict in scheduling shall be resolved by lot. Prior service which was credited by the Unified Court System on April 1, 1977 will be used in determining length of service.

(iii) To assist in the scheduling of annual leave, a court or court-related facility may establish, locally, an annual date or dates, period or periods by which or within which an employee must request time off in order to have his/her seniority considered. In no event shall a deadline for filing requests for annual leave be established beyond April 1st of each year.

(iv) The court or court-related facility shall respond, in writing, to all requests for annual leave within 15 workdays of the established date or dates, period or periods, either approving or denying the request. If an employee's properly submitted request for annual leave is denied, the employee will be given the reason for such denial in writing.

(v) Any written request for annual leave submitted after the deadline established for filing requests for annual leave, shall be granted at the discretion of the court or court-related facility, without regard to seniority. The court or court-related facility shall respond, in writing, either approving or denying the written request within 15 workdays.

(f) As far as practicable, annual leave credits shall be used prior to appointment, promotion, reassignment or transfer to a different court or court-

related agency. The court or court-related agency to which an employee is appointed, promoted, reassigned or transferred shall credit him/her with all of his/her accumulated annual leave credits not used prior to such appointment, promotion, reassignment or transfer.

(g) **Part-Time Definition**. Employees compensated on a part-time, per diem or hourly basis who are employed at least half time and who are expected by the Administrative Director to be so employed continuously for nine months without a break in service exceeding one full payroll period shall be eligible to observe holidays and to accrue pro rata annual leave and sick leave subject to the same limitations and restrictions as would apply if they were compensated on an annual salary basis.

(h) An employee who has completed 25 years of Unified Court System or State service shall be entitled to one (1) additional annual leave day each year.

(i) An employee who has completed 30 years of Unified Court System or State service shall be entitled to one (1) additional annual leave day each year, in addition to the one (1) additional annual leave day provided in Section 9.2(h).

(j) Annual leave accruals shall be used in units of not less than 15 minutes unless the annual leave is being charged for tardiness.

(k) Effective with the execution date of this Agreement, employees entering the service of the Unified Court System shall be entitled to accrue annual leave from their initial date of hire.

(*l*) In the event the State determines that it will recess operations in a particular court or courts for at least four consecutive workdays, it may require employees during such recess to charge up to four days annual leave in each fiscal year.

9.3 **Sick Leave**.

(a)(i) Sick leave is absence with pay necessitated by the illness or disability of the employee including illness or disability caused by pregnancy or childbirth.

(ii) Effective with the execution of this Agreement, an employee shall be allowed to charge a maximum of 15 days of sick leave in any one calendar year for absences from work in the event of illness of the employee's spouse; domestic partner; natural, foster or step: parent or child; or any relative residing with the employee. 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. Sick leave used for this purpose shall be charged separately as part of uniform time and attendance procedures.

(b) Employees shall earn sick leave credits at the rate of one-half day per biweekly pay period. Effective with the execution date of this Agreement, no more than 200 days of sick leave credits may be used for retirement service credit and for health insurance in retirement unless a greater benefit is provided by law, UCS rule or UCS regulation. An employee shall not earn sick leave credit for any biweekly pay period unless he/she is in full-pay status for at least seven (7) workdays during such biweekly pay period. A part-time, per diem or hourly employee eligible to earn sick leave credits pursuant to Section 9.2(g) shall earn sick leave credits as provided herein, but his/her total pay when absent on such leave shall be the amount which would have been due him/her if he/she had worked his/her usual number of hours or days during such period.

(c) **Call-In**. An employee absent on sick leave shall notify his/her supervisor, or the supervisor's designee if appointed, of such absence and the reason therefor on the day of such absence and within sixty minutes after the beginning of his/her workday; provided, however, that where the work is such that a substitute may be required, 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 may require earlier notification, but not earlier than two hours prior to the beginning of the employee's workday. Sick leave credits may be used in such units as 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 may approve, but shall not be used in units of less than 15 minutes.

(d) Before absence for personal illness may be charged against accumulated sick leave credits, 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 may require such proof of illness as may be satisfactory to him/her or may require the employee to be examined, at the expense of the State, by a physician designated by 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 provided, however, the State shall not routinely require proof of illness for absences of three days or less. In the event of failure to submit proof of illness upon request, or in the event that, upon such proof as is submitted or upon the report of medical examination, 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 finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits. Abuse of sick leave shall be cause for disciplinary action.

(e) 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 may require any employee who has been absent because of personal illness, prior to and as a condition of his/her return to duty, to be examined, at the expense of the State by a physician designated by 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, to establish that he/she is not disabled from the performance of his/her normal duties and that his/her return to duty will not jeopardize the health of other employees. The State will notify the Union of the name of the physician chosen and if the Union elects, it may recommend an alternate physician. 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 before final designation of the physician, will consider the recommendation of the Union.

(f) In addition to personal illness of an employee, personal visits to a doctor or dentist, or other medical practitioner by the employee when approved by 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, may be charged against accumulated sick leave credits. Proof of such visit for such absence, satisfactory to 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 may be required.

(g) When an employee is transferred or reassigned, his/her accumulated sick leave credits shall be transferred with him/her. When an employee is separated from service, for other than disciplinary reasons, and is subsequently reinstated or reemployed within one year after such separation or is reinstated by action of the Chief Administrative Judge, or is reinstated or reemployed while eligible for reinstatement from a preferred list, his/her sick leave credits accumulated and unused at the time of his/her separation shall be restored.

(h) **Incapacitated Employees.**

(1) When there is reason to believe that an employee to whom the disciplinary procedures of this Agreement apply is physically and/or mentally disabled from performing the duties of his/her position, the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) may require such employee to undergo a physical and/or psychiatric examination at the expense of the State, to be conducted by a medical officer selected by the Chief Administrative Judge or his/her designee, to establish whether he/she is able to perform the full duties of his/her position and/or whether his/her continued presence on the job will jeopardize the health and safety of himself/herself or other employees.

(2) Where the continued presence of an employee on the job represents a potential danger to persons or property or would significantly interfere with operations, the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) may place such employee on an involuntary leave of absence immediately, provided, however, that the employee shall be entitled to draw all accumulated and unused sick leave, annual leave, compensatory time, overtime credits and other time allowances standing to his/her credit. If such employee is finally determined to be physically and mentally fit to perform the duties of his/her position, he/she shall be restored to his/her position and shall have any leave credits or salary that he/she may have lost because of such involuntary leave of absence restored to him/her, less any compensation he/she may have earned in other employment or occupation and any unemployment benefits he/she may have received during such period.

(3) An employee who is temporarily disabled from performing the full duties of his/her position may, as far as practicable, be assigned to in-title and related duties in the same title during the period of the employee's disability. If a suitable position is not available, the State may offer the employee any available opportunity for appointment to another title for which the employee is qualified pursuant to applicable rules of the Chief Administrative Judge. If no suitable position is available, and there is no offer of appointment to another title, or the employee refuses such offer, such employee shall be placed on leave and allowed to draw all accumulated and unused sick leave, annual leave, compensatory time, overtime credits and other time allowances standing to his/her credit prior to being placed on leave without pay. An employee who chooses to draw his/her accumulated leave credits under this section shall cease to earn and accrue sick and annual leave credits during that period. An employee placed on leave pursuant to this subsection who is not reinstated within one year after the date of commencement of such leave, may be terminated by the appropriate Deputy Chief

Administrative Judge (Courts Within or Outside New York City) and his/her position may be filled by a permanent appointment.

(4) When an employee who is not permanently incapacitated from performing the duties of his/her position has been absent from and unable to perform the duties of his/her position by reason of sickness or disability either for a consecutive period of one year or more or for a cumulative total of 250 workdays or more within a period of 24 consecutive calendar months and who reasonably cannot be expected to be able to resume performing his/her duties on a full-time basis shortly thereafter, his/her employment status may be terminated by the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) and his/her position may be filled by a permanent appointment.

(5) This section shall not be construed to require the extension of any employment beyond the time at which it would otherwise terminate by operation of law, rule or regulation.

(6) (a) Absent exceptional circumstances, prior to being placed on leave pursuant to Section 9.3(h)(2) or Section 9.3(h)(3) or terminated pursuant to Section 9.3(h)(4), or, under exceptional circumstances, as soon thereafter as reasonably possible, an employee shall be provided with written notice thereof, including written notice of the facts relied on therefor and written notice of the employee's right to appeal the determination and of the procedures for perfecting such appeal. Such notice shall be served in person or by first class, registered or certified mail, return receipt requested, upon the employee. If such person elects to appeal, he/she shall file a written request for a hearing with the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) within ten workdays from service of the notice of the determination to be reviewed. The request for such hearing shall be filed by the employee personally or by first class, certified or registered mail, return receipt requested.

(b) Upon receipt of such request, the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) shall supply to the employee or his/her personal physician or authorized representative, copies of all diagnoses, test results, observations and other data supporting the determination, and imposition of the leave or termination shall be held in abeyance until a final determination is made by the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) as provided in Section 9.3(h)(6)(c).

(c) A hearing shall be held by a hearing officer designated for that purpose by the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City). The hearing officer shall be vested with all the powers of the

appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City), and shall make a record of the hearing which shall, with his/her recommendation, be referred to the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) for review and decision and which shall be provided to the employee free of charge. The employee shall, upon request, receive a copy of the transcript of the hearing without charge. The employee may be represented at the hearing by counsel or a representative of the Union and may present medical experts and other witnesses or evidence. The burden of proving mental or physical unfitness shall be upon the State. Compliance with technical rules of evidence shall not be required. The appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) will render a final determination and may either uphold the original notice of leave of absence, withdraw such notice or modify the notice as appropriate. A final determination of an employee's request for review shall contain notice to the employee of his/her right to appeal from such determination and of the procedures for perfecting such appeal.

(d) If such person elects to appeal, he/she shall make application to the Chief Administrative Judge. Such employee shall be afforded an opportunity to present facts and arguments, including medical evidence, in support of his/her position at a time and place and in such manner as may be prescribed by the Chief Administrative Judge. The reviewing authority shall make his/her determination on the basis of the medical records and such facts and arguments as are presented.

(7) An employee on leave pursuant to Section 9.3(h)(2) or Section 9.3(h)(3) may, within one year of the commencement of such leave, make application to the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) for a medical examination to be conducted by a medical officer selected for that purpose by the Chief Administrative Judge or his/her designee. An employee whose employment status has been terminated pursuant to Section 9.3(h)(3) or Section 9.3(h)(4), may, within one year after the termination of his/her disability, make application to the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) for a medical examination to be conducted by a medical officer selected for that purpose by the Chief Administrative Judge or his/her designee. If, upon such medical examination, the medical officer shall certify that such person is physically and mentally fit to perform the duties of his/her former position, he/she shall be reinstated to the former position, if vacant, or to a vacancy in a similar position or a position in a lower title in the same occupational field in his/her former promotion unit. If no appropriate vacancy shall exist to which such reinstatement may be made, or if the work load does not warrant the filling of such vacancy, the name of such person shall be placed on a preferred list for his/her former position in his/her former

promotion unit, and he/she shall be eligible for reinstatement in such former promotion unit from such preferred list for a period of four years. In the event that such person is reinstated in a position in a title lower than that of his/her former position, his/her name shall be placed on the preferred eligible list for the former position or any similar position in such former promotion unit.

(8) This section shall not be deemed to modify or supersede any other provisions of law applicable to the reemployment of persons retired from the public service on account of disability.

(9) Notwithstanding any other provision of this Agreement, when an employee's disability permanently incapacitates him/her from performing the duties of his/her position, his/her employment status may be terminated and his/her position may be filled by a permanent appointment. Such employees shall be entitled to due process and hearing as enumerated in Section 9.3(h).

(i) **Sick Leave Bank**. The Sick Leave Bank in existence shall continue unless otherwise mutually agreed to by the parties.

(j) **Sick Leave: Verified Illness.** Effective with the execution date of this Agreement, charges to an employee's annual leave shall be changed to a charge to sick leave during a period of verified hospitalization. An employee may request that a charge to annual leave be changed to a charge to sick leave during a period of documented verified illness. Such request shall be submitted to the Deputy Director for Labor Relations or his/her designee for final determination.

9.4 Workers' Compensation Benefit.

(I) Non-Uniformed Personnel and Uniformed Personnel Who Incur Non-Line-of-Duty Injury/Illness.

(1)(a) Employees necessarily absent from duty because of an occupational injury, disease or condition as defined in the Workers' Compensation Law, shall be eligible for a Workers' Compensation Benefit as provided in this Article. Determinations of the Workers' Compensation Board regarding compensability of claims shall be binding upon the parties.

(b) A workers' compensation injury shall mean any occupational injury, disease or condition found compensable as defined in the Workers' Compensation Law.

(2)(a) An employee who suffers a compensable occupational injury shall, upon completion of a ten-workday waiting period, be placed on a leave of absence

without pay for all absences necessitated by such injury and shall receive the benefit provided by the Workers' Compensation Law except as set forth in this Article.

(b) An employee necessarily absent for less than a full day in connection with a workers' compensation injury as defined in 9.4(1)(b) due to therapy, a doctor's appointment, or other required continuing treatment, may charge accrued leave for said absences.

(c) The State will make previously authorized payroll deductions for periods the employee is in pay status receiving salary sufficient to permit such deductions. The employee is responsible for making payment for any such deductions during periods of leave without pay, such as those provided in 9.4(2)(a) above.

(3) An employee required to serve a waiting period pursuant to Subsection (2)(a) shall have the option of using accrued leave credits or being placed on leave without pay. Where an employee charged credits, upon receipt of documentation from the State Insurance Fund issuing a credit to the State for the time charged, the employee shall be entitled to restoration of credits charged proportional to the net monetary award credited to the State by the Workers' Compensation Board.

(4) When annual leave credits are restored pursuant to this Article and such restoration causes the total annual leave credits to exceed 54 days, a period of one year from the date of the return of the credits or the date of return to work, whichever is later, is allowed to reduce the total accumulation to 54 days.

(5) An employee receiving workers' compensation payments for a period of disability found compensable by the Workers' Compensation Board shall be treated as though on the payroll for the length of the disability not to exceed 12 months per injury for the sole purposes of accruing seniority, continuous service, health insurance, Employee Benefit Fund contributions normally made by the State, accrual of annual leave and sick leave and eligibility for the uniform and equipment allowance. Additionally, such employee shall be treated as though on payroll for the period of disability not to exceed 12 months per injury for the purposes of retirement credit and contributions normally made by the State and/or the employee.

(6)(a) Where an employee's workers' compensation claim is controverted by the State Insurance Fund upon the ground that the disability did not arise out of or in the course of employment, the employee may utilize leave credits pending a determination by the Workers' Compensation Board.

(b) If the employee's controverted or contested claim is decided in the employee's favor, any leave credits charged shall be restored proportional to the net monetary award credited to the State by the Workers' Compensation Board.

(c) If the employee was in leave without pay status pending determination of a controverted or contested claim, and the claim is decided in the employee's favor, the employee shall receive the benefits in Paragraph 9.4(5) for the period covered by the award not to exceed 12 months per injury.

(d) Where a claim for workers' compensation is controverted or contested by the State Insurance Fund, the parties will abide by the determination of the Workers' Compensation Board.

(7)(a) If the date of the disabling incident is prior to April 1, 1986, the benefits available shall be as provided in the 1982-85 State/CSEA Agreement.

(b) If the date of the disabling incident is on or after April 1, 1986, and prior to September 10, 1992, the benefits available shall be as provided in the 1988-91 State/CSEA Agreement.

(c) If the date of the disabling incident is on or after September 10, 1992, the benefits available shall be as provided herein.

(8)(a) **Mandatory Alternate Duty**. The parties agree to develop, as soon as possible, a mandatory alternate duty policy for employees who request or are directed to return to work after suffering an occupational injury or disease. The mandatory alternate duty policy will allow management to recall an employee to duty and will allow an eligible employee to request to return to duty subject to the eligibility criteria in the policy. The basic tenets of the mandatory policy shall include but not be limited to the following:

(1) An employee's level of disability must be classified as 50 percent or less disabled by the State Insurance Fund.

(2) Mandatory alternate duty assignments shall be based upon medical documentation satisfactory to management. Such satisfactory documentation must include a prognosis of a return to the full duties of the injured worker's original job within 45 calendar days from the date upon which the alternate duty assignment begins.

(3) Management shall have the authority to make mandatory alternate duty assignments to tasks that can be performed by the employee not necessarily within their original job duties, title series, work schedule, work location or workweek.

(4) Mandatory alternate duty assignments shall be for a period up to 45 calendar days per injury. Such assignment may be extended at management's discretion not to exceed the term of the disability.

(5) When an employee's mandatory alternate duty assignment expires or is terminated, such employee shall either be returned to full duty status or returned to being covered by the provisions of the Workers' Compensation statute.

(6) If the above conditions are met and if management is not able to provide the eligible employee with such alternate duty assignment, that employee's compensation shall be adjusted to equal the employee's "100 percent disabled" statutory benefit for the period the employee qualified for an alternate duty assignment based on medical documentation, described in 9.4(8)(a)(2) above, for up to 45 calendar days.

(9)(a) The State and CSEA shall establish a committee whose purpose shall include but not be limited to reviewing and making recommendations on the following: (1) the effects of the implementation and administration of the workers' compensation statutory benefit, including resulting savings and costs associated with it; (2) the implementation of the mandatory alternate duty program; (3) the accident and injury data focusing on incidence of injuries or accidents in order to develop prevention strategies and means to reduce and/or eliminate the risk of on the job injury.

(b) With respect to the issue of costs or savings mentioned above, the committee shall report its findings on or before October 1, 1998.

(10) The State retains all its managerial rights to monitor all workers' compensation claims.

(II) Uniformed Personnel Injured In The Line of Duty.

(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 incurred through an assault to the employee, any injury suffered by the

employee while guarding a prisoner, including, but not limited to, an injury suffered by the employee while transporting a prisoner, any injury incurred while in the pursuit of a criminal, any injury 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 kubiton training, and any injury incurred while coming to the aid of an employee or member of the public or in response to an emergency, or an occupational disease rising out of contact with a defendant. An employee requesting leave under this section must submit a request for such leave benefit to the Deputy Director for Labor Relations on forms to be established. Such request must be submitted within 25 workdays of the occurrence of the injury or, the first day of absence due to the injury, whichever is later. The Deputy Director for Labor Relations shall waive the time limitation on filing such request where he/she determines that a medical condition existed which prevented the employee from complying with such time limitations.

(b) An employee absent on leave under this section must remain at home and be within telephone communication of the Deputy Director for Labor Relations or his/her designee. If, for any reason, the employee must be away from home, he/she must leave a forwarding telephone number and location with the Deputy Director for Labor Relations or his/her designee.

(c) In the event that leave pursuant to this section is denied, the State shall provide a statement in writing of the reasons for such denial. Leave under this section may be withheld or terminated if:

(1) the employee's claim for benefits under the Workers' Compensation Law is controverted by the State Insurance Fund (at the request of the State or on the initiative of the State Insurance Fund). If final determination of the controverted claim is in favor of the employee, eligibility for leave shall be determined as provided in Section 9.4 (II) for all absences necessitated by the occupational injury or disease;

(2) the Workers' Compensation Board determines that the disability resulting from such injury or disease is not compensable;

(3) there is good and sufficient reason to believe that the employee could report for work on a full-time or part-time basis;

(4) the employee has not submitted satisfactory medical documentation of the claimed disability upon request;

(5) the employee fails or refuses to submit to a medical examination conducted by a physician selected by the State and at the expense of the State;

(6) the employee fails or refuses to submit a timely request for such leave;

(7) it is determined that the employee is employed on a full or part time basis outside the Unified Court System;

(8) the employee failed to obtain prior permission during his/her regular hours of work to leave his/her home while on workers' compensation leave;

(9) the State in its discretion determines that an employee should return to work on a light-duty basis even if a doctor determines that the employee is medically disabled; or,

(10) the employee's services would have terminated or ceased under law, rule or regulation.

(d) An employee who is granted leave under this section shall be allowed leave at full pay without charge to leave credits for a period not to exceed six months for each separate injury or disease; provided, however, that the cumulative total of leave shall not exceed the number of hours normally and regularly worked by the employee during the six month period.

(e) The workers' compensation leave may be extended for an additional six months upon a determination by a State Insurance Fund physician or a consulting State physician that such employee is not permanently disabled and will be able to return to duty within the additional leave period.

(f) Should the employee's disability continue beyond 12 months, and a determination is made by a State Insurance Fund physician or consulting State physician, or a State-selected physician, that the employee is not permanently disabled and will be able to return to work within the additional leave period, the employee will be granted leave under this section for a period not to exceed an additional six months.

(g) The Deputy Director for Labor Relations or his/her designee may, at approximately the 10th month of utilization of workers' compensation leave, have an employee examined by a State Insurance Fund physician or consulting physician, or State-selected physician, to determine if the employee is permanently incapacitated from performing his/her duties as a uniformed employee. If it is determined that the employee is permanently incapacitated, the Deputy Director for

Labor Relations or his/her designee will notify the employee by certified mail, return receipt requested with a copy to the Union, encouraging him/her to file for disability retirement or any other retirement that may be available prior to the 12th month of such workers' compensation leave. Such notice shall indicate that should the employee choose not to file for disability retirement by the end of the 12th month of such leave, he/she shall not be eligible for the additional leave provided under Section 9.4(II)(i).

(h) If, at any time, it is determined through medical examination that the injury or disease incurred by the employee is of such nature as to incapacitate the employee from the full performance of duties either permanently or for the duration of the period for which workers' compensation leave can be granted, the Deputy Director for Labor Relations or his/her designee will notify the employee by certified mail, return receipt requested with a copy to the Union, encouraging him/her to file for disability retirement prior to the 12th month of such workers' compensation leave. Such notice shall indicate that should the employee choose not to file for disability retirement by the end of the 12th month of such leave, he/she shall not be eligible for the additional leave provided under Section 9.4(II)(i).

(i) If an employee has applied for disability retirement under Subsections (g) or (h), and exhausts eligibility for workers' compensation leave under this section prior to a determination regarding the application for disability retirement, leave under this section shall be granted for up to an additional six months.

(j) If it is subsequently determined that an employee was not entitled to workers' compensation leave with pay without charge to leave credits, for any period for which such employee was granted such leave as provided in this section, the employee shall be required to make reimbursement for such paid leave from current or subsequent accumulations of leave credits at a rate and in a manner to be determined by the Deputy Director for Labor Relations or his/her designee.

(k) In order to enable the State to make such determinations as are authorized or required under this section, the Deputy Director for Labor Relations or his/her designee may, at any time, require an employee to provide medical documentation of the disability satisfactory to him/her or to be examined at the expense of the State by a physician designated by the Deputy Director for Labor Relations or his/her designee.

(*l*) This section shall not be construed to require extension of any employment beyond the time at which it would otherwise terminate by operation of law, rule or regulation or to require the granting of any leave benefits provided

herein solely because of determinations made by the Workers' Compensation Board.

(m) Provided, however, that nothing contained in this Article shall prevent the State from requiring an employee to return to work upon a determination by a State-selected physician that the employee is medically able to return to work.

(n) Upon expiration of the benefits contained in Section 9.4, employees may apply for benefits under Section 9.3(i) of this Agreement.

(III) Death Benefit (Performance of Duty). If an employee dies during the term of this Agreement because of an injury arising out of and in the course of the employee's employment, through no fault of the employee and in the proper performance of his/her duties, a $100,000 death benefit will be made to the employee's estate from funds other than those provided by the Retirement System and will be in addition to any other payment that the employee may be entitled to as a result of such death.

9.5 **Other Leaves With Pay**.

(a) **Leave for Subpoenaed Appearance and Jury Attendance**. 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 of the necessity of each day's absence from work, an employee shall be granted a leave of absence with pay for documented absences resulting from jury service or appearance as a witness pursuant to subpoena or other order of a court or body. Provided, however, that this section shall not apply to any absence by an employee occasioned by such an appearance where the employee, or his/her relative as defined in paragraph (g) of this subdivision, has a personal interest in the underlying action or proceeding; nor shall this section apply to any absence by an employee who receives a fee for testifying as an expert witness.

Employees entitled to leave under this section shall not be entitled to receive any remuneration for jury service except mileage and transportation expenses when serving on a New York State Unified Court System jury. Should an employee receive a New York State Unified Court System jury fee, the State will require reimbursement from the employee.

(b) **Leave for Civil Service Examinations**. An employee shall be allowed leave with pay to take Civil Service examinations at the appropriate examination center for positions in the Unified Court System. An employee also shall be allowed leave with pay to appear for an official investigation or appointment

interview for competitive class, noncompetitive class or exempt class positions in the Unified Court System. Prior to such leave being granted, due notice and proof satisfactory to the State shall be submitted by the employee to 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.

(c) **Waiver of Fees for Civil Service Examinations**. The State agrees that to the extent the Chief Administrative Judge determines, pursuant to the Rules of the Chief Judge and Chief Administrative Judge, to establish examination fees for Civil Service examinations, the State will waive such examination fees for employees.

(d) **Leave for Quarantine**. If an employee who is not ill himself/herself is required to remain absent because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of such absence, he/she shall be granted leave with pay for the period of his/her required absence, without charge against accumulated sick leave, annual leave or overtime credits. Prior to return to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that his/her return to duty will not jeopardize the health of other employees.

(e) **Leaves Required by Law**. An employee shall be entitled to such other leaves of absence with pay, including military leave, breast cancer screening, and bone marrow screening and donation, as are required by law.

(f) **Leave for Civil Defense Duties**. Upon certification by the State Director of Civil Defense of the necessity for the participation in state or local civil defense drills of an employee enrolled as a civil defense volunteer and required to perform civil defense duties, pursuant to the State Defense Emergency Act, 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, may allow such employee to absent himself from his/her position, without loss of pay or charge against leave credits, for such time as is necessary for participation in such drills, but not exceeding cumulatively five workdays per calendar year.

(g) **Death in the Immediate Family.** 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; domestic partner; natural, foster or step: parent; child; brother or sister. Such four consecutive UCS workdays also shall be allowed following the

death of an employee's father-in-law or mother-in-law; parent of a domestic partner; grandparent or grandchild; any relative residing with the employee; or for an individual for whom the employee has been the primary caregiver. Additionally, effective with the execution date of this Agreement, 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.

In exceptional cases where the deceased is unavailable for burial or services, the appropriate District Administrative Judge (or his/her designee) may, in his/her discretion, upon an employee's request, waive the requirement that death in the family leave be used immediately following the death.

For those employees regularly scheduled to work on a weekend or holiday, such days shall be considered UCS workdays for purposes of this section only. Prior notice and authorization is not required for leave under this paragraph. When a death in an employee's immediate family occurs while he/she is on annual leave, such time as is excusable for death in the family shall not be charged to annual leave.

(h)(1) **Extraordinary Circumstances.** An employee who has reported for duty, and because of extraordinary circumstances beyond his/her control, is directed to leave work, shall not be required to charge such directed absence during such day against leave credits. An employee who does not report for duty because of circumstances beyond his/her control shall not be required to charge such absence during such day against leave credits if the court or other facility where the employee is required to report is closed due to such extraordinary circumstances. Any release or excusal of employees due to extraordinary circumstances does not create any right to equivalent time off by employees not adversely affected by the extraordinary circumstances. Only designated management officials may direct employees to leave work. The appropriate Deputy Chief Administrative Judge (Courts Within or Outside of New York City) or his/her designee shall promulgate a list of personnel who have this authority. Except as provided in Section 9.9, if the celebration of a holiday in a locality results in the closing of a court or court-related agency and notification by posting or other means that the court or court-related agency will be closed on that date to the employees has not been given by a designated management official, employees shall not be required to charge such absence against leave credits.

(2) The State shall continue the pilot program which provides for the crediting of compensatory time to employees required to work when their court or other facility is closed due to extraordinary circumstances. The decision to continue

or discontinue the program shall not be grievable or otherwise reviewable in any forum.

(i) **Blood Donations**. Subject to the reasonable operating needs of the court or court-related agency, an employee shall be allowed three and one-half hours leave with pay for blood donations made during an employee's normal working hours. Such leave only shall be used on the day such donation is made and shall include all time spent making such donation (including travel time to and from the collection point). In the event that an employee donates blood during working hours pursuant to a court-sponsored blood drive and is required to return to work immediately following such donation and the employee is not allowed the full three and one-half hours to make such donation, he/she shall be granted three and one-half hours of compensatory time. This provision shall not apply to an employee who receives a fee for such donation.

(j) **Other Leaves**. The Administrative Director or his/her designee may grant leave with pay for reasons not itemized in this section.

(k) **"CAT" Training**. Effective with the execution of this Agreement and upon application to the appropriate Deputy Chief Administrative Judge (Courts Within or Outside of New York City) or his/her designee, with proof satisfactory to the State, a court reporter may be granted up to two days leave with pay for computer-aided transcription ("CAT") training which enables an employee to initially become CAT-proficient.

(l) **Real-Time Translation Training**. Effective with the execution of this Agreement and subject to the reasonable operating needs of the court or court-related agency, together with proof satisfactory to the State, a court reporter may, in the discretion of the appropriate Deputy Chief Administrative Judge (Courts Within or Outside of New York City) or his/her designee, be granted up to two days leave with pay to attend real-time translation training.

9.6 **Leaves Without Pay**.

(a) **Leave of Absence; Duration**. A permanent employee may, in the discretion of the Administrative Director or his/her designee, be granted a leave of absence, without pay, for a period not exceeding two years. Such leave may be extended beyond two years, for periods aggregating not in excess of an additional two years. In an exceptional case, a further extension may be permitted by the Administrative Director or his/her designee for good cause shown and where the interests of the government would be served. For the purposes of this section, time

spent in active service in the military forces of the United States or of the State of New York shall not be considered in computing the period of leave.

This section shall not be construed to require the extension of any employment beyond the time at which it would otherwise terminate by operation of law, rule or regulation.

(b) **Successive Leaves of Absence**. Where a leave of absence without pay has been granted for a period which aggregates two years, or more if extended pursuant to subdivision (a) of this section, a further leave of absence without pay shall not be granted unless the employee returns to his/her position and serves continuously therein for six months immediately preceding the subsequent leave of absence.

(c) **Leave Without Pay for Child Care**.

(i) A combined confinement and child care leave of absence without pay shall be granted to an employee (male or female) who becomes the parent of a child up to four years of age, either by birth or by adoption, 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 Administrative Director 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.

(ii) Prior to the commencement of confinement and child care leave, an employee shall be continued in pay status for a period of time equal to all of the employee's unused accrued annual leave.

(iii) Notwithstanding Section (c)(ii), a pregnant employee shall have the option to be continued in pay status for a period of time equal to all or part of her period of disability using accrued sick leave or annual leave.

9.7 **Payment of Accruals Upon Separation**.

(a) At the time of separation from Unified Court System service, an employee, his/her estate or beneficiary, as the case may be, shall be compensated in cash for overtime credits not in excess of 50 days accrued and unused as of the effective date of separation; provided, however, that any accumulation of overtime credits in excess of 50 days at the time of separation shall be converted into sick leave; and further, except where provision is made for the transfer of leave credits, the employee, his/her estate or beneficiary shall be compensated in cash for annual leave credits not in excess of 50 days accrued and unused as of the effective date

of separation, except that in the case of resignation, the Administrative Director or his/her designee may require, as a condition for such payment, that written notice of such resignation be given to the Administrative Director or his/her designee at least two weeks prior to the last day of work. No employee who is removed from State service as a result of disciplinary action, or who resigns after charges of incompetency or misconduct have been served upon him/her, shall be entitled to compensation for annual leave under the provisions of this section.

(b) An employee on leave from his/her position due to his/her entry into the Armed Forces of the United States for active duty (other than for training as defined by Title 10 of the United States Code), may elect to receive compensation in cash for accrued and unused annual leave and overtime credits not in excess of 30 days in each category accrued and unused as of the last date on which his/her name appeared on the State payroll.

9.8 **Written Agreement Required for Transfer of Leave Credits**. For the purposes of applying the provisions of this Article, employment in the Executive or Legislative Branches of State service shall be credited as service in the Unified Court System; provided, however, that except as otherwise provided by law, leave credits may not be transferred upon movement from such positions to positions within the negotiating unit except where such credits are earned and accumulated in accordance with attendance and leave provisions which are substantially equivalent to the time and leave provisions of this Agreement and there is a written agreement between the President of the Civil Service Commission and the Chief Administrative Judge governing the transfer of leave credits upon such movements. Other public employment may be credited as service in the Unified Court System for purposes of determining transferability of leave credits provided such employment was subject to attendance and leave provisions substantially equivalent to the time and leave provisions of this Agreement, and provided there is a written agreement between the Chief Administrative Judge and the public agency wherein such employment occurred governing the crediting of such employment and the transfer of leave credits upon movement of employees to and from such agency and positions included within this negotiating unit.

9.9 **Holidays**. All legal holidays enumerated herein shall be allowed as paid days off, or holiday pay as set forth in Section 9.11 shall be allowed in lieu thereof. The days prescribed by law for the observance of New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day shall be observed as holidays.

A Statewide committee will be established with representatives from all Unions representing nonjudicial court employees to ascertain whether the day after Thanksgiving Day could be substituted for a presently existing holiday.

9.10 **Retroactive Time Credits**. Nothing in this Article shall be construed to provide for the granting of annual leave, sick leave or other time or leave credits for service rendered prior to the effective date of this Agreement, provided, however, that nothing in this Agreement shall affect time or leave credits lawfully earned prior to the effective date of this Agreement.

9.11 **Holiday Pay**.

(a) An employee who is entitled to time off with pay on days observed as holidays by the State as an employer will receive at his/her option additional compensation for time worked on such days or compensatory time off. Such additional compensation for each such full day worked will be at the rate of 1/10 of his/her biweekly rate of compensation. Such additional compensation for less than a full day of such work will be prorated. Such rate of compensation will include geographic, location, inconvenience and shift pay as may be appropriate to the place or hours worked. In no event will an employee be entitled to such additional compensation or compensatory time off unless he/she has been scheduled or directed to work.

(b) **Holiday Pay-Premium Pay**. An employee required to work on Thanksgiving Day (the fourth Thursday in November) Christmas Day (December 25) or New Year's Day (January 1) shall receive a 100% cash premium for all hours worked on such day in addition to any holiday pay or compensatory time off granted under Section 9.11(a).

9.12 **Holiday Falling on Saturday or Sunday**. A holiday falling on a Saturday or a Sunday shall be observed on the preceding Friday or following Monday subject to the operational or staffing needs of the court or court-related agency.

9.13 **Workweek**. The State and the Union recognize their mutual goal of best serving the public. Toward that goal the parties also recognize that the State has the right to modify starting and ending times of work schedules as follows: The workweek shall be 35 hours. Employees currently scheduled workweek or work schedule shall be maintained unless changed in accordance with this provision. Permanent changes in employees' workweek or work schedule shall be made upon reasonable notice to the Union. The impact of permanent changes in employees' workweek or work schedule shall be subject to negotiations with the Union. This

section shall not, however, be a bar to consideration of Alternative Work Schedule requests from individuals.

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. 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.

9.15 **Scheduling**. Subject to the reasonable operating needs of the court or court-related agency, employee service in the Unified Court System shall resolve conflicts among employees in the same title in scheduling use of annual leave, holiday work, or flexible time. If two or more employees in the same title have the same length of service in the Unified Court System, a conflict in scheduling shall be resolved by lot. Prior service which was credited by the Unified Court System on April 1, 1977 will be used in determining length of service.

9.16 **Layoff**. In the event of a layoff, permanent employees in the competitive, non-competitive and labor class shall be laid off as specified in Section 25.30 of the Rules of the Chief Judge and Chief Administrative Judge.

9.17 **Early Release.** If the THI index reaches 80 or above, the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) shall authorize dismissal of employees in non-air-conditioned courtrooms and offices without charge to leave credits no later than 4:00 p.m. Additionally, should the indoor temperature in a courtroom or office fall below 51 degrees Fahrenheit and there is no functioning heat by 11:00 a.m., the Deputy Chief Administrative Judge (Courts Within or Outside New York City) shall authorize the release of employees without charge to leave credits. In the event that an employee is required to remain on duty the employee shall receive compensatory time in accordance with the pilot program established in Section 9.5(h)(2). Notification of such early release shall be made to the Courts and the Union by a designee of the Deputy Chief Administrative Judge (Courts Within or Outside New York City).

ARTICLE 10

OVERTIME

10.1 **Policy**. Employees shall receive compensation for work performed between 35 and 40 hours per week in cash compensation at a straight-time rate as

provided in Section 10.7, or compensatory time, pursuant to Section 10.9, at the employee's option.

10.2 **Definitions**. Wherever used in this Article:

(a) A "workweek," for overtime purposes, shall mean a regularly scheduled recurring period of 168 hours in the form of seven consecutive 24-hour periods. A workweek need not coincide with the calendar week. It may begin any day of the week and any hour of the day. Each workweek stands alone. Once fixed, however, it must remain the same unless any change is intended to be permanent.

(b) Except as the term is used in Section 10.10 (Overtime Meal Allowance) "overtime" shall mean hours worked in excess of 35 hours in any workweek by an eligible employee.

(c) An "eligible employee" shall mean any employee who is not deemed ineligible to earn overtime pay, as provided under Section 10.3.

(d) "Scheduled overtime" shall mean overtime which is susceptible to scheduling and approval in advance of need.

(e) "Unscheduled overtime" shall mean overtime which is necessitated by emergency conditions which cannot be anticipated in advance.

10.3 **Exclusions**. (a) Employees who meet the criteria for exclusion from the overtime provision of the Fair Labor Standards Act ("FLSA") shall not be eligible to receive contractual overtime compensation.

(b) With respect to previously-made determinations on contractual overtime exclusions such determinations shall be continued upon execution of this Agreement.

(c) In the event that the State determines that an individual employee whose title had previously been considered as eligible for contractual overtime compensation meets the FLSA criteria for exclusion, it will provide the Union with thirty (30) days prior notice of such determination and afford the Union, during this thirty (30) day period, with the opportunity to assert that such individual employee/title should continue to be eligible for overtime compensation.

(d) With respect to new titles, the State shall undertake a review of all such titles, as they are established, for the purpose of determining overtime eligibility for contractual overtime using FLSA criteria. Upon request by the Union, the State and

the Union shall meet to discuss whether the title in question should be eligible to receive contractual overtime compensation.

(e) The Administrative Director may waive the restriction contained in Section 10.3(a) whenever he/she determines that strict adherence to such restriction would be detrimental to the sound and orderly administration of the Unified Court System.

(f) Nothing in this section shall be construed as a waiver of the Union's right to appeal the State's determinations to the appropriate forum, or as a waiver of the State's right to implement changes in accordance with the provisions herein.

10.4 **Authorization for Overtime Work**.

(a) Unscheduled overtime work must be authorized in advance by 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 the Administrative Director before overtime may be credited.

(b) Notification of unscheduled overtime shall be forwarded to the Director of Budget and Finance at the close of the biweekly payroll period in which the overtime is authorized.

(c) Scheduled overtime work must have the prior approval of the Administrative Director or his/her designee.

(d) 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 the Administrative Director will take all reasonable steps to provide for an equitable distribution of scheduled overtime opportunities among qualified permanent employees of the appropriate work unit, provided, however, that such overtime opportunities may be denied to an employee who has been determined to have a poor record of attendance and/or tardiness by the final determination of discipline or the alternate discipline procedure for time and attendance infractions.

(e) In the absence of a sufficient number of volunteers, unscheduled overtime can be required of any employee who, in the judgment of his/her supervisor, is needed to do the work.

(f) Overtime performed in a higher or lower title can be performed only on a voluntary basis. Extra service work can also be performed only on a voluntary basis.

(g) Eligible employees shall be eligible for overtime for actual travel and/or service performed while in travel status, provided that:

(1) The trip is not between the employee's residence and his/her official workstation;

(2) The trip is for the purpose of conducting State business and is authorized in advance;

(3) Authorization is granted only when travel during regular work hours is less economical or unduly delays the employee's return to his/her official workstation; and,

(4) The trip is not taken for the purpose of attending a professional conference or convention.

(h) There shall be no rescheduling of days off or hours of work to avoid the payment of overtime.

10.5 **Determination of Overtime Earned**.

(a) Total hours worked shall include all the time worked by an employee when required to be on duty or at a prescribed workplace and shall exclude all absences from duty and all time allowed for meals. Overtime work shall also exclude all preparation of transcripts except those transcripts prepared pursuant to Judiciary Law §299 provided such work is performed beyond 40 hours, and provided that no other compensation will be received from any other source by the court reporter for production of the transcript. In addition, the court reporter's supervisor must determine that such transcript cannot be produced during normal working hours and the supervisor must give advance written approval for the production of the transcript on an overtime basis. Such work will be deemed scheduled overtime work. For purposes of computing total hours worked in a week, time during which an employee is excused from work because of holidays, sick leave at full pay, annual leave, compensatory time off or other leave at full pay shall be considered as time worked by the employee. Compensatory time off granted in the same workweek in which it is earned, except compensatory time off granted in lieu of a holiday worked in such workweek, does not add to the total hours worked and is not to be construed as time worked by an employee.

(b) Each time an employee is recalled to work overtime after having completed his/her scheduled work period and left his/her scheduled workstation, he/she shall be considered to have worked, for the purpose of computing overtime

credits, a minimum of one-half day. If an employee entitled to a minimum of one-half day of overtime credits works such overtime for more than one-half day, the total time worked shall be used in computing the total hours worked.

(c) Employees who volunteer to standby in their homes or who are required, ordered, and/or scheduled on an involuntary basis to standby in their homes subject to recall, shall receive compensatory time on the basis of one-half hour for each hour of standby time, if eligible for overtime under Section 10.2(c) of the Agreement.

(d) Overtime shall be paid on a minute for minute basis.

(e) Work performed on a Saturday, Sunday or holiday, as part of an employee's regular work schedule and not in excess of 35 hours per workweek, is not considered to be overtime.

(f) Employees scheduled to work overtime on a Saturday or Sunday shall be required to work a minimum of two hours.

10.6 **Payment for Overtime**. Scheduled overtime shall be compensated in cash only after prior authorization and approval by 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 the Administrative Director.

10.7 **Computation of Cash Compensation**. Payment for overtime shall be computed in the following manner:

(a) If an employee works overtime in his/her regular position or title or in a position the title of which is allocated to the same salary grade as his/her regular position, he/she shall be compensated for work between 35 and 40 hours at a straight-time rate and for work in excess of 40 hours at one and one-half times the regular hourly rate of pay.

(b) When the overtime is worked in a position which is allocated to a higher salary grade than the grade of the employee's regular position, he/she shall be compensated for work between 35 and 40 hours at a straight-time rate and in excess of 40 hours at one and one-half times the hourly rate of compensation he/she would be entitled to if he/she were permanently promoted to the higher position.

(c) The hourly rate of compensation shall be determined by dividing the basic annual rate of compensation plus any additional compensation payable because of the location of employment or because work is performed between 6

p.m. and 8 a.m. by 1,827. The hourly rate of compensation for per diem employees shall be determined by dividing the per diem rate by seven.

10.8 **Time of Payment of Cash Compensation**. When cash payment for scheduled overtime has been approved, employees shall be paid for such overtime compensation in excess of 35 but less than 40 hours per week at the employee's option, and for more than 40 hours, by the close of the second bi-weekly payroll period following the period during which the overtime is earned.

10.9 **Compensatory Time Off**. Eligible employees shall have the option to receive either cash compensation at a straight-time rate or compensatory time off on an hour-for-hour basis for overtime worked in excess of 35 hours but not in excess of 40 hours in a workweek. Prior to October 1, 1988, eligible employees shall elect, in writing, on forms to be provided by the State, cash compensation or compensatory time off for such overtime work. New employees shall make an initial election at the commencement of service in an eligible title. Thereafter, employees shall be allowed to modify such election prior to the start of each new calendar quarter. Such modification shall be effective following the first day of the new calendar quarter. An employee who fails to file such election on a timely basis shall be compensated on a cash basis.

10.10 **Overtime Meal Allowance**.

(a) A meal allowance of $6 will be paid to any employee required to work at least three hours beyond his/her regularly scheduled workday unless he/she is receiving cash compensation for such overtime work.

(b) An employee ineligible to receive cash compensation for overtime worked who is required to work at least seven hours on his/her regularly scheduled day off shall be entitled to receive one overtime meal allowance. An employee required to work at least ten hours on his/her regularly scheduled day off shall be entitled to receive a second overtime meal allowance.

(c) Court employees assigned to a jury trial who are required to work beyond their regularly scheduled workday will remain in pay status for the time they remain at work, including any meal period provided to the jury.

10.11 **Timekeeping Procedures**. Employees eligible to receive overtime compensation pursuant to this Article shall be required to follow daily swipe-in and swipe-out procedures.

10.12 **Conflicts**. In the event that a tribunal of competent jurisdiction determines that any provision of this Article is in conflict with the Fair Labor Standards Act, then such provision shall be of no force and effect and the applicable portion of the Fair Labor Standards Act shall govern. The grievance and arbitration procedure of the Agreement shall not apply to alleged conflicts between provisions of this Article and the Fair Labor Standards Act.

10.13 **Exceptions**. The restrictions and limitations contained in this Article may be waived by the Administrative Director whenever he/she determines that strict adherence to the rules would be detrimental to the sound and orderly administration of the State System.

ARTICLE 11

TRAVEL EXPENSES

11.1 **Per Diem Meal and Lodging Expenses**. Effective with the execution of this Agreement, the UCS agrees to reimburse, on a per diem basis, as established by the employee travel rules of the Chief Administrative Judge, employees who are eligible for travel expenses, for their actual and necessary expenses incurred while in travel status in the performance of their official duties for hotel lodging, meals (not including lunches) and incidental expenses related thereto (hotel tips, etc.) for a full day at rates stated in the employee travel rules of the Chief Administrative Judge for managerial or confidential employees.

11.2 **Mileage Reimbursement**. The personal vehicle mileage reimbursement rate for employees in this unit shall be consistent with the maximum mileage allowance permitted by the Internal Revenue Service ("IRS").

11.3 **Extended Travel**. The UCS agrees to provide $8 additional travel expense reimbursement for each weekend to any employee who is in overnight travel status provided he/she is in overnight travel status for at least ten consecutive days at least 300 miles from his/her home and official station.

ARTICLE 12

DISCIPLINARY PROCEDURE

12.1 **Applicability**. An officer or employee described in paragraph (a), (b), or (c) below shall not be removed or otherwise subjected to any disciplinary penalty provided in this section except for incompetency or misconduct shown after a hearing upon stated charges pursuant to this section, unless such officer or

employee is granted the option and elects to follow the alternative administrative disciplinary procedure set forth in Section 12.8 of this Article.

(a) An officer or employee holding a position by permanent appointment in the competitive class of the classified service; or,

(b) An officer or employee holding a position by permanent appointment or employment in the classified service, who is an honorably discharged member of the Armed Forces of the United States having served therein as such member in time of war as defined in the Civil Service Law, or who is an exempt volunteer firefighter as defined in the General Municipal Law, except where the officer or employee described in this paragraph holds a position designated by the Chief Administrative Judge as confidential or requiring the performance of functions influencing policy; or,

(c) An officer or employee holding a position in the non-competitive class other than a position designated by the Chief Administrative Judge as confidential or requiring the performance of functions influencing policy, who since his/her last entry into the service of the Unified Court System has completed at least five years of continuous service in the non-competitive class in a position or positions not so designated as confidential or requiring the performance of functions influencing policy.

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 by personal service if possible. If service cannot be effectuated by personal service, it shall be made by certified mail, return receipt requested. The Union shall be advised by certified mail, return receipt requested, of the name and work location of the officer or employee against whom charges have been preferred. The hearing upon such charges shall be held as follows:

(a) in the instance of an officer or employee of the Court of Appeals, the charges shall be made by the Clerk of the Court and the hearing shall be held by a person designated by him/her for that purpose,

(b) in the instance of an officer or employee of an Appellate Division, the charges shall be made by the Presiding Justice and the hearing shall be held by a person designated by him/her for that purpose,

(c) in the instance of an officer or employee of a court or court-related agency located within the City of New York, the charges shall be made by the Deputy Chief Administrative Judge (New York City Courts) and the hearing shall be held by a person designated by him/her for that purpose,

(d) in the instance of an officer or employee of any other court or court-related agency, the charges shall be made by the Deputy Chief Administrative Judge (Courts Outside New York City) and the hearing shall be held by a person designated by him/her for that purpose, and,

(e) in the instance of an officer or employee of the Office of Court Administration the charges shall be made by the Administrative Director and the hearing shall be held by a person designated by him/her for that purpose.

(f) An employee who at the time of questioning appears to be a potential subject of disciplinary action shall have the right to representation by CSEA. If representation is requested, a reasonable period of time shall be afforded to obtain such representation. If the employee is unable to obtain representation within a reasonable period of time, the State has the right to question the employee.

The person or persons designated to conduct the hearing shall, for the purpose of such hearing, be vested with all the powers of the officer or court appointing him/her and shall make a record of such hearing which shall, with recommendations, be referred to such officer or court for review and decision. The Hearing Officer shall, upon the request of the officer or employee against whom charges are preferred, permit him/her to be represented by counsel, or by a representative of the Union and shall allow him/her to summon witnesses on his/her behalf. The burden of proving incompetency or misconduct shall be upon the State. Compliance with technical rules of evidence shall not be required. The officer or employee against whom charges are preferred shall, upon request, be entitled to a copy of the recommendations of the Hearing Officer and shall be allowed three days to comment upon them, in writing, to the officer or court which appointed the Hearing Officer.

12.3 **Suspension Pending Determination of Charges**. Pending the hearing and determination of charges of incompetency or misconduct, the officer or employee against whom such charges have been preferred may be suspended without pay for a period not exceeding 30 days. In the sole discretion of the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) or his/her designee, such suspension without pay may be charged to an employee's annual leave accruals. Such decision to permit an employee to

charge annual leave accruals shall not be grievable or otherwise reviewable in any other forum.

12.4 **Determination of Charges**. If such officer or employee is found guilty of the charges, the penalty or punishment may consist of a reprimand, a fine not to exceed $100 to be deducted from the salary or wages of such officer or employee, restitution, suspension without pay for a period not exceeding three months, demotion in salary and title, probation for up to six months, or dismissal from the service; provided, however, that the time during which an officer or employee is suspended without pay pursuant to Section 12.3 may be considered as part of the penalty and the officer or employee shall be entitled to continue health insurance, if the employee pays his/her own share of the premiums and shall be eligible to receive Employee Benefit Fund benefits and have Employee Benefit Fund payments made on his/her behalf during a period of suspension not exceeding three months. If he/she is acquitted, he/she shall be restored to his/her position with full pay for the period of suspension less the amount of compensation which he/she may have earned in any other employment or occupation and any unemployment insurance benefits he/she may have received during such period. If such officer or employee is found guilty, a copy of the charges, his/her written answer thereto, a transcript of the hearing, and the determination shall be filed in the Office of Court Administration. A copy of the transcript of the hearing shall, upon request of the officer or employee affected, be furnished to him/her without charge.

12.5 **Time for Removal or Disciplinary Proceedings**. Notwithstanding any other provisions, no removal, disciplinary proceeding or alternative disciplinary procedure shall be commenced more than 18 months after the occurrence of the alleged incompetency or misconduct complained of and described in the charges; provided, however, that such limitation shall not apply where the incompetency or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

12.6 **Review of Penalty or Punishment**. Any officer or employee believing himself/herself aggrieved by a penalty or punishment pursuant to the provisions of this Article may appeal from such determination by petition to the Chief Administrative Judge or by an application to the courts in accordance with the provisions of Article 78 of the Civil Practice Law and Rules.

(a) If such person elects to appeal to the Chief Administrative Judge, he/she shall file a petition in writing within 20 days after receiving notice of the determination to be reviewed.

(b) Where an appeal is taken to the Chief Administrative Judge, he/she shall review the record of the disciplinary proceeding and the transcript of the hearing, and shall determine the appeal on the basis of the record and transcript and such oral and written argument as he/she may determine to be appropriate. He/she may direct that the appeal shall be heard by a person or persons designated by him/her to hear such appeal on his/her behalf, who shall report thereon with recommendations to him/her. Upon such appeal, he/she shall permit the employee to be represented by counsel or a representative of the Union.

(c) Determination of Appeal. The determination appealed from may be affirmed, reversed, or modified and the Chief Administrative Judge may, in his/her discretion, direct the reinstatement of the appellant or permit the transfer or reassignment of such appellant to a vacancy in a similar position in another court or court agency or direct that his/her name be placed upon a preferred list pursuant to this section. In the event that a transfer or reassignment is not effected, he/she is empowered to direct the reinstatement of such employee. An officer or employee reinstated pursuant to this subdivision shall receive the salary or compensation he/she would have been entitled by law to have received in his/her position for the period of removal, including any prior period of suspension without pay, less the amount of compensation which he/she may have earned in any other employment or occupation and any unemployment insurance benefits he/she may have received during such period. The decision of the Chief Administrative Judge shall be final and conclusive, and not subject to further review in any court.

12.7 **Restoration of Position**. An employee who is removed from his/her position in violation of the provisions of this Article, and who thereafter is restored to such position by order of the Supreme Court, shall be entitled to receive and shall receive from the State, the salary or compensation which he/she would have been entitled by law to have received in such position but for such unlawful removal, from the date of such unlawful removal to the date of such restoration, less the amount of compensation which he/she may have earned in any other employment or occupation and any unemployment insurance benefits he/she may have received during such period. Such employee shall be entitled to a court order to enforce the payment of such salary or compensation. Such salary or compensation shall be subject to the provisions of Section 474 and Section 475 of the Judiciary Law for services rendered, but otherwise shall be paid only directly to such employee or his/her legal representatives.

12.8 **Alternative Disciplinary Procedure**.

(a) Within 18 months of when an act of alleged misconduct or incompetency occurs the officer or court empowered in Section 12.2 to make the

charges shall determine whether such acts require the initiation of formal disciplinary charges pursuant to Section 12.2 of this Article or if the officer or employee shall be given the option of electing to follow the alternative disciplinary procedure to ensure that the decision to use the formal or informal proceedings is uniformly determined. For purposes of Section 12.8 only, an eligible officer or employee shall include all officers or employees who are not determined to be personal appointees of a judge by the appropriate appointing authority.

(b) If the officer or court empowered in Section 12.2 to make the charges determines that the alternative disciplinary procedure will be offered as an option, the employee shall be given an Initiation of Discipline form. This form shall specify in writing a description of the conduct alleged to constitute misconduct or incompetency. The employee shall make a written election whether or not to accept the alternate disciplinary procedure. An employee who otherwise is eligible for a formal hearing pursuant to Section 12.1 of this Article may opt to pursue a formal hearing or to accept the alternate disciplinary procedure. If such an employee fails to make a written election within 10 days of receiving an Initiation of Discipline form, the employee may be served with written notice of the charges preferred against him/her and the procedures set forth in Section 12.2 shall be followed.

(c) An officer or employee who elects to follow the alternative disciplinary procedure shall meet with the designee of the officer or court empowered in Section 12.2 to make the charges who shall propose a penalty after reviewing the relevant facts which form the basis for discipline, the employment history of the employee listed on the Initiation of Discipline form and any facts or arguments submitted in defense or mitigation. The penalty shall be a written reprimand and/or no more than the forfeiture of up to ten days of annual leave, compensatory time or the loss of ten days pay, if appropriate. The officer or court empowered in Section 12.2 to make the charges shall review such proposed penalty to ensure that penalties are uniformly applied. The employee thereafter shall be informed in writing of the penalty assessed. The Initiation of Discipline form shall set forth the proposed penalty, the review of the officer or court empowered in Section 12.2 to make the charges and the penalty assessed. Such penalty assessed shall be implemented immediately. The determination of the designee of the officer or court empowered in Section 12.2 to make the charges and the officer or court empowered in Section 12.2 to make the charges shall be final, binding and not reviewable in any forum.

(d) A copy of such Initiation of Discipline form upon completion of the process shall be included in the personal history folder of the officer or employee, and shall be given to the officer or employee, the supervisor, payroll, the designee

of the officer or court empowered in Section 12.2 to make the charges and the officer or court empowered in Section 12.2 to make the charges.

12.9 A Labor/Management Committee shall be established to discuss the Disciplinary Procedures contained in the Agreement. This Committee shall be composed of representatives from the State and the Union and will include specific representatives from the OCA Offices and Departments responsible for the processing of discipline. The Committee shall discuss and make recommendations regarding modifications (if any) to the disciplinary procedures to the Deputy Chief Administrative Judge (Courts Within and Outside New York City) by January 1, 2005.

ARTICLE 13

PRINTING OF AGREEMENT

Subject to the prior approval of the "galleys" of the Agreement by both parties, the State shall cause this Agreement to be printed and shall furnish the Union with a sufficient number of copies for its use. Both parties agree that they will expedite the production of the final contracts and that they will not unreasonably delay the review of the "galleys" prior to the printing of the Agreement by the State. The State agrees to distribute to each current employee a copy of the Agreement and will furnish a copy of the Agreement to all new employees. In addition, as soon as practicable following the execution date of the Agreement, the State will supply each CSEA Local President with two copies of the contract booklet and two copies of the contract on a CD.

ARTICLE 14

LABOR/MANAGEMENT COMMITTEE

14.1 To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, a joint Labor/Management Committee shall be established to discuss the implementation of this Agreement and other matters of mutual interest. The size of the Committee shall be limited to the least number of representatives needed to accomplish its objectives. Committee size shall be determined by mutual agreement. The Committee shall consider but not be limited to the consideration of the following:

- Issues arising from utilization of the State's job-share program.

- The State classification system for the CSEA unit, including recommendations regarding skill enhancement and career enhancement opportunities within all CSEA titles, but with initial emphasis on the clerical and secretarial series.

- Layoffs, including but not limited to:

  - identification of layoff units;

  - workforce stabilization through attrition;

  - the establishment of long and short-term human resources goals;

  - the use of temporary employees including retirees; and

  - protection of "confidential" employees.

14.2 The Committee will meet as necessary, but at least quarterly. A written agenda will be submitted a week in advance of regular meetings. Special meetings may be requested by either party. An agenda will be submitted along with the request. Such special meetings will be scheduled as soon as possible.

14.3 Approved time spent in such meetings shall be charged as specified in Section 4.7 of this Agreement.

14.4 Labor/Management Committee meetings shall be conducted in good faith. The Committee shall have no power to contravene any provision of this Agreement.

UCS representatives at local levels (Judicial District, Court of Claims, OCA, Appellate Divisions and Court of Appeals) shall meet quarterly for the purpose of discussing and attempting to resolve matters of mutual concern, including local matters. Nothing contained herein shall prevent management or union representatives from meeting more frequently or less frequently than provided herein upon mutual agreement.

14.5(a) The UCS shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an annual appropriation in the amount of $424,085 which shall be carried over from one fiscal year to the next but which shall lapse on March 31, 2011, to fund the operation and implementation of the Quality through Participation

program or such other educational initiatives which seek to improve, professionalize or cross-train the workforce and to develop and train employees. All funding provided in this section must be encumbered by January 31, 2011. The parties have agreed that the available funding shall be used for programs that provide support to employees for education/NYS-CSEA Partnership for Education and Training reimbursement, un-reimbursed medical expenses, health and wellness programs, training, health monitoring programs and communications. The parties have agreed that for fiscal years 2008, 2009 and 2010, $250,000 of the $424,085 annual amount shall instead be contributed to the Employee Benefit Fund provided in Article 22.

14.5(b) The UCS shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain funding to purchase body armor for newly hired uniformed court officers who have completed six months of post Court Officer Academy graduation service and new employees, after six months of court system service, who became court officers as a result of a security transfer of function from a local government. All funding provided in this section must be encumbered by January 31, 2011.

14.5(c) The UCS shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation to fund the purchase of or replacement of body armor in the amount of $600.00 times 25% of the number of uniformed officers in the bargaining unit on the date of execution of the Agreement less the number of uniformed officers who are expected to receive body armor in accordance with Section 14.5(b) of the Agreement.

14.6 The UCS and the Union shall establish a Labor/Management Subcommittee which shall discuss modifications to the current performance evaluation system including the performance evaluation forms and appeals process. The Subcommittee shall make recommendations for any changes to the performance evaluation system to the Chief Administrative Judge. Such recommendations shall not waive any statutory or contractual rights of the Union or the UCS to negotiate.

14.7 A Labor/Management Committee shall be established during the term of this Agreement to study and make recommendations concerning health and safety issues, including, but not limited to, the following:

- AIDS, HIV, TB and other communicable and contagious diseases;

- video display terminals (VDTs);
- building and personal security; and
- working conditions including exposure to toxic substances, air quality and related issues.

The Committee shall be composed of six members designated by the UCS and six members designated by CSEA. The Committee shall be authorized to visit work sites as necessary and appropriate. The Committee shall submit mutually agreed upon recommendations in writing to the Deputy Chief Administrative Judge (Courts Outside New York City). The Committee is advisory only and shall not make policy nor shall any of its recommendations be binding unless specifically adopted by the UCS.

14.8 The UCS and the Union shall establish a Labor/Management Subcommittee to discuss the disciplinary procedures, including the creation of an expedited time and attendance disciplinary procedure.

ARTICLE 15

GRIEVANCE PROCEDURES

15.1 **Definitions**.

(a) A contract grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

(b) A non-contract grievance is a dispute concerning:

(1) Conditions of employment affecting the health or safety of employees.

(2) Unreasonable work assignments or conditions.

(3) Discriminatory supervisory practices except insofar as such practices as alleged would constitute violations of law. With respect to claims alleging such practices as would constitute violations of law they shall, at the election of the employee, be subject to review in accordance with State and Federal procedures established for such purpose as well as such internal review procedures as may exist but shall not be subject to review under the provisions of this Article. Use of the internal review procedure shall not deny the employee access to State and Federal procedures.

15.2 The State and the Union agree that it is in their mutual interest to resolve grievances, where possible, at the lowest level of the grievance procedure. The parties encourage local level management and Union representatives to meet and discuss such grievances as provided in this Section. The contract and non-contract grievance procedures shall be as follows:

(a) **Step 1**.

(i) **Court of Appeals**. An employee or the Union shall present the grievance in writing to the Clerk of the Court of Appeals or his/her designee, with a copy to the employee's immediate supervisor in the court or court-related agency to which the employee is assigned, not later than 45 calendar days after the date on which the act or omission giving rise to the grievance occurred or when the employee could reasonably have been expected to become aware of, or to have knowledge, that he/she had a grievance. The Clerk of the Court or his/her designee may require the grievant to meet with the grievant's immediate supervisor in an effort to settle the grievance informally. The Clerk of the Court or his/her designee shall take any other steps necessary to insure that a proper disposition of the grievance is made and shall reply in writing and specify the reasons for the determination to the employee or Union within 20 working days following the date of submission. In the event a grievance is not answered within the prescribed time limit, the grievance will be considered to have been passed to the second step of the grievance procedure if the Union presents the appeal as provided in Section 15.2(b)(1) or (b)(2).

(ii) **Appellate Divisions**. An employee employed in an Appellate Division, including MHLS, Grievance Committees, Committee on Character and Fitness, or the Union shall present the grievance in writing to the Presiding Justice of the Appellate Division or his/her designee, with a copy to the employee's immediate supervisor in the court or court-related agency to which the employee is assigned, not later than 45 calendar days after the date on which the act or omission giving rise to the grievance occurred or when the employee could reasonably have been expected to become aware of, or to have knowledge, that he/she had a grievance. The Presiding Justice of the Appellate Division or his/her designee may require the grievant to meet with the grievant's immediate supervisor in an effort to settle the grievance informally. The Presiding Justice of the Appellate Division or his/her designee shall take any other steps necessary to insure that a proper disposition of the grievance is made and shall reply in writing and specify the reasons for the determination to the employee or Union within 20 workdays following the date of submission. In the event a grievance is not answered within the prescribed time limit, the grievance will be considered to have been passed to the second step of the

grievance procedure if the Union presents the appeal as provided in Section 15.2(b)(1) or (b)(2).

(iii) **Court of Claims**. An employee or the Union shall present the grievance in writing to the Presiding Judge of the Court of Claims or his/her designee, with a copy to the employee's immediate supervisor in the court or court-related agency to which the employee is assigned, not later than 45 calendar days after the date on which the act or omission giving rise to the grievance occurred or when the employee could reasonably have been expected to become aware of, or to have knowledge, that he/she had a grievance. The Presiding Judge of the Court of Claims or his/her designee may require the grievant to meet with the grievant's immediate supervisor in an effort to settle the grievance informally. The Presiding Judge of the Court of Claims or his/her designee shall take any other steps necessary to insure that a proper disposition of the grievance is made and shall reply in writing and specify the reasons for the determination to the employee or Union within 20 workdays following the date of submission. In the event a grievance is not answered within the prescribed time limit, the grievance will be considered to have been passed to the second step of the grievance procedure if the Union presents the appeal as provided in Section 15.2(b)(1) or (b)(2).

(iv) **Office of Court Administration**. An employee or the Union shall present the grievance in writing to the Director of the Unit in the Office of Court Administration to which the employee is assigned or his/her designee, with a copy to the employee's immediate supervisor in the court or court-related agency to which the employee is assigned, not later than 45 calendar days after the date on which the act or omission giving rise to the grievance occurred or when the employee could reasonably have been expected to become aware of, or to have knowledge, that he/she had a grievance. The Director or his/her designee may require the grievant to meet with the grievant's immediate supervisor in an effort to settle the grievance informally. The Director or his/her designee shall take any other steps necessary to insure that a proper disposition of the grievance is made and shall reply in writing and specify the reasons for the determination to the employee or Union within 20 workdays following the date of submission. In the event a grievance is not answered within the prescribed time limit, the grievance will be considered to have been passed to the second step of the grievance procedure if the Union presents the appeal as provided in Section 15.2(b)(1) or (b)(2).

(v) **Judicial District Employees**. An employee or the Union shall present the grievance in writing to the District Administrative Judge[1] or his/her designee, with a copy to the employee's immediate supervisor in the court or court-related agency to which the employee is assigned, not later than 45 calendar days after the date on which the act or omission giving rise to the grievance occurred or when the employee could reasonably have been expected to become aware of, or to have knowledge, that he/she had a grievance. The District Administrative Judge or his/her designee may require the grievant to meet with the grievant's immediate supervisor in an effort to settle the grievance informally. The District Administrative Judge or his/her designee shall take any other steps necessary to insure that a proper disposition of the grievance is made and shall reply in writing and specify the reasons for the determination to the employee or Union within 20 workdays following the date of submission. In the event a grievance is not answered within the prescribed time limit, the grievance will be considered to have been passed to the second step of the grievance procedure if the Union presents the appeal as provided in Section 15.2(b)(1) or (b)(2).

(b)(1) **Step 2. Contract Grievances**. In the event the employee or the Union wishes to appeal an unsatisfactory contract grievance decision at Step 1, the appeal must be presented in writing within 15 days of the receipt of the Step 1 decision to the Deputy Director for Labor Relations . A copy of such appeal shall also be sent to the management representative who passed upon the grievance at Step 1 and to the Union's Director of Contract Administration or designee. Such appeal shall contain a short, clear statement of the grievance, the basis for the grievance, and the relief sought. The Deputy Director for Labor Relations or his/her designee shall meet within 25 workdays after receipt of the appeal with the employee or the Union for a review of the grievance and shall issue a written decision by the end of the 25th workday after such review. A copy of such decision shall be sent to the employee and to the Union's Deputy Director of Contract Administration. In the event a grievance is not answered within the prescribed time

[1] The term District Administrative Judge as used in this Article refers to:

Admin. Judge for the Third Judicial District
Admin. Judge for the Fourth Judicial District
Admin. Judge for the Fifth Judicial District
Admin. Judge for the Sixth Judicial District
Admin. Judge for the Seventh Judicial District
Admin. Judge for the Eighth Judicial District
Admin. Judge for the Ninth Judicial District
Admin. Judge for the Tenth Judicial District-Nassau County
Admin. Judge for the Tenth Judicial District-Suffolk County

limit, the Union may demand in writing to the Deputy Director for Labor Relations to move the grievance to the next step of the procedure.

(b)(2) **Step 2. Non-contract Grievances.** In the event the employee or the Union wishes to appeal an unsatisfactory non-contract grievance decision at Step 1, the appeal must be presented in writing within 15 days of the receipt of the Step 1 decision to the Deputy Director for Labor Relations and to the Union's Deputy Director of Contract Administration. A copy of such appeal shall also be sent to the management representative who passed upon the grievance at Step 1. Such appeal shall contain a short, clear statement of the grievance, the basis for the grievance, and the relief sought. The Deputy Director for Labor Relations or his/her designee shall meet within 25 workdays after receipt of the appeal with the employee or the Union for a review of the grievance and shall issue a written decision by the end of the 25th workday after such review. A copy of such decision shall be sent to the employee and to the Union's Deputy Director of Contract Administration. Such decision shall not be subject to review by arbitration.

(c) **Step 3. Contract Grievances.**

(1) An appeal to arbitration from an unsatisfactory contract grievance decision at Step 2 may be made by the Union within 20 workdays of the receipt of the decision by the Deputy Director for Labor Relations . A request for arbitration may be initiated by the Union by serving upon the Deputy Director for Labor Relations a notice in writing of an intent to proceed to arbitration. The notice shall identify the Agreement provision in dispute, the issue or issues to be determined, the department and the employee or employees involved. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator from a panel mutually established, which panel shall be agreed upon as soon as possible after execution of this Agreement. The method of selecting the arbitrator for a particular case shall be by mutual agreement between both parties to the Agreement, and failing such agreement, then by lot from the panel.

(2) The arbitrator shall have no power to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue presented, and shall confine his/her decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding, consistent with the provisions of CPLR Article 75. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination.

(3) All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

15.3 The time limits contained in this Article may be extended by mutual agreement. The time for presenting a Step 1 contract grievance shall be extended by the time an employee is absent from the job through illness or disability.

15.4 A settlement or any award upon a contract grievance may or may not be retroactive as the equities of each case may demand.

15.5 The contract grievance and arbitration procedure provided for herein shall be the exclusive grievance procedure for the resolution of disputes concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

15.6 An employee may be represented at Step 1 and 2 of the contract and non-contract grievance procedure by the Union or a representative of his/her own choosing. No employee organization other than the Union may initiate or represent an employee in the processing of contract or non-contract grievances.

15.7 In the event the Union appeals a Step 2 decision to Step 3 and the parties cannot agree as to whether it constitutes an arbitrable grievance, the issue of arbitrability shall be preliminarily submitted to arbitration prior to the resolution of the dispute on the merits in accordance with the procedures for arbitration set forth in Step 3.

ARTICLE 16

OUT-OF-TITLE WORK

16.1 No employee shall be employed under any title not appropriate to the duties to be performed and, except upon assignment by proper authority during the continuance of a temporary emergency situation, no employee shall be assigned to perform the duties of any position unless he/she has been duly appointed, promoted, transferred or reinstated to such position in accordance with the provisions of the Rules of the Chief Administrative Judge.

16.2 Grievances hereunder shall be processed on forms to be provided by the State and filed directly with the Deputy Director for Labor Relations and shall not be arbitrable. The grievance must be presented in writing not later than 45 calendar days after the date on which the act or omission giving rise to the grievance occurred or when the employee could reasonably have been expected to become aware of, or have knowledge, that he/she had a grievance, and shall specify

whether or not the assigned duties which are the subject of the grievance are substantially different from those appropriate to the title to which the employee is certified.

16.3 In determinations regarding out-of-title work under this Article, an employee shall be determined to be working out-of-title, unless:

(a) The duties alleged to be out-of-title work are normally performed by employees in the grievant's title and are not described in the class specifications for another title; or,

(b) The duties are reasonably related to the duties described in the class specifications for the grievant's title; or,

(c) The duties are new duties which are a reasonable outgrowth of duties usually performed by employees in the grievant's title; or,

(d) The duties are assigned during a temporary emergency which shall include: an unscheduled situation or circumstance which is expected to be of limited duration and either (i) presents a clear and imminent danger to person or property or (ii) is likely to interfere with the conduct of the State's statutory mandates or programs; and cataclysmic events such as strikes or black-outs; and occasionally unanticipated staffing shortages; provided the affected employee is given reasonable notice by proper authority that such assignment of out-of-title duties is under a temporary emergency.

16.4 (a) An opinion shall be issued by the Deputy Director for Labor Relations within 20 workdays following the receipt of the grievance. Copies of the opinion shall be sent to the employee, the Union local president and the Union's Deputy Director of Contract Administration. If it is the opinion of the Deputy Director for Labor Relations that the assigned duties which are the subject of the grievance are substantially different from those appropriate to the title to which the employee is certified, the Deputy Director for Labor Relations shall direct the discontinuance forthwith of such assigned duties.

(1) If such substantially different duties are found to be appropriate to a lower salary grade or to the same salary grade as that held by the affected employee, no monetary award may be issued.

(2) If, however, such substantially different duties are found to be appropriate to a higher salary grade than that held by the affected employee, the Deputy Director for Labor Relations shall issue an award of monetary relief,

provided that the affected employee has performed such duties for a period of one or more days. The amount of monetary relief shall be the difference between what the affected employee was earning at the time he/she performed such duties and what he/she would have earned at that time had he/she been promoted to the higher salary grade title, but in no event shall such monetary award be retroactive to a date earlier than 15 calendar days prior to the date the grievance was filed, in accordance with this Article.

(b) Notwithstanding the provisions of subdivision (a), if the substantially different duties were assigned by proper authority during the existence of a temporary emergency situation, the Deputy Director for Labor Relations shall deny the grievance and no payment shall be made.

ARTICLE 17

NO DISCRIMINATION

17.1 The Union agrees to continue to admit all employees to membership and to represent all employees without regard to race, color, creed, disability, marital status, Vietnam Era Veteran status, national origin, age or sex or sexual orientation.

17.2 The UCS agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, disability, marital status, Vietnam Era Veteran status, national origin, sex (including sexual harassment), sexual orientation, age or the proper exercise by an employee of the rights guaranteed by the Public Employees' Fair Employment Act.

17.3 The UCS and the Union agree that nothing in this Agreement prevents the State from making reasonable accommodation for a disabled employee when such is required pursuant to the Americans with Disabilities Act.

ARTICLE 18

BENEFITS GUARANTEED

With respect to matters not covered by this Agreement, the UCS will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union; provided, however, that this Agreement shall be construed consistently with the free exercise of rights reserved to the UCS by the Management Rights Article of this Agreement.

ARTICLE 19

CLASSIFICATION APPEALS

Review of position classification and position allocation.

(a) Any employee or the Union may apply to the Chief Administrative Judge for a review and change of the classification or allocation of the position occupied by such employee or included within negotiating units represented by the Union. The Chief Administrative Judge shall determine any such application and shall have the power to designate a person or persons to review the application and, if necessary, to conduct a hearing with relation to it and to report to the Chief Administrative Judge thereon.

(b) The effective date of a position classification shall be such date as is determined by the Chief Administrative Judge. No change in position classification shall impair or diminish any existing right to salary or tenure.

(c) Provided, however, that appeals of classifications, reclassifications, allocations and reallocations pursuant to Judiciary Law § 39, shall not be subject to this Article.

ARTICLE 20

PROTECTION OF EMPLOYEES

20.1 There shall be no loss of present jobs by permanent employees as a result of the UCS's exercise of its right to contract out for goods and services.

20.2 No permanent employee will suffer reduction in existing salary as a result of reclassification or reallocation of the position he/she holds by permanent appointment.

ARTICLE 21

UNIFORM AND EQUIPMENT ALLOWANCE

21.1 The uniform and equipment allowance in effect on December, 2006, shall remain in effect except as modified below:

21.2(a) Effective June, 2008, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of $627.50, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

(b) Effective December, 2008, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of $627.50, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

21.3(a) Effective June, 2009, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of $640, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

(b) Effective December, 2009, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of $640, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

21.4(a) Effective June, 2010, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of $652.50, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

(b) Effective December, 2010, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of $652.50, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

21.5(a) 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 $850, payable in equal parts in June and December of each year, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

(b) Effective April 1, 2008, 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 $875, payable in equal parts in June and December of each year, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

(c) Effective April 1, 2009, 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 $900, payable in equal parts in June and December of each year, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

(d) Effective April 1, 2010, 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 $925, payable in equal parts in June and December of each year, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

21.6(a) To be eligible for the uniform and equipment allowance payable in June pursuant to Sections 21.1; 21.2(a); 21.3(a); 21.4(a); 21.5(a); 21.5(b); 21.5(c) and 21.5(d) 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.

(b) To be eligible for the uniform and equipment allowance payable in December pursuant to Sections 21.1; 21.2(b); 21.3(b); 21.4(b); 21.5(a); 21.5(b); 21.5(c) and 21.5(d) 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.

21.7 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.

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

21.9 **Annual Uniform Inspection.** The UCS shall conduct periodically, but at least annually, a uniform and equipment inspection. An eligible employee who, during such inspection, fails to meet minimum standards as established by the UCS shall not be eligible to receive the uniform and equipment allowance until all noted deficiencies are corrected.

21.10(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 21.9 above shall not be eligible for pre-tour prep time. To compensate for the time court officers must take to change into uniform, to secure their weapon and equipment each day before reporting for duty, and the time taken at the end of each tour of duty to change out of the uniform and to secure the firearm and equipment, the UCS shall provide court officers with up to five days of "pre-tour prep" time annually (prorated for employees working less than full time). This time shall be at a straight-time rate, to be used in the fiscal year in which it is credited, and to be taken in the discretion of the UCS when the operation of the courts permits. The UCS should not unreasonably withhold permission for a court officer to take this time off.

(b) Pre-tour prep time shall be credited on a quarterly basis to all court officers on the payroll as of the previous March 31; June 30; September 30; and December 31, at the rate of 8¾ hours of pre-tour prep time on April 1, July 1, October 1, and January 1, respectively. The time is intended to compensate for time spent changing into uniform and obtaining necessary weapons and equipment. It cannot be used to offset unscheduled tardiness or unscheduled absences. Eligibility for such time shall be based on the employee's title and payroll status as of the beginning of each calendar quarter (the preceding March 31; June 30; September 30; and, December 31). An employee on leave without pay at the beginning of a calendar quarter shall not be credited with such time upon his/her return to active duty for that calendar quarter. If an employee is, prior to March 31, denied the use of the pre-tour prep time he/she received on January 1, he/she may be allowed to use such time prior to June 30.

ARTICLE 22

EMPLOYEE BENEFIT FUND

22.1 Upon execution of the Agreement, the State shall contribute a non-recurring one-time lump sum appropriation in the amount of $50.00 times the number of employees in service on the date of execution of this Agreement for remittance to the Employee Benefit Fund.

22.2(a) The State contribution to the Employee Benefit Fund in effect on April 1, 2006, shall remain in effect except as modified below.

(b) Effective April 1, 2008, the State shall contribute a pro rata annual sum of $1,165 per active employee for remittance to the Employee Benefit Fund. A pro rata contribution of $582.50 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.

(c) Effective April 1, 2009, the State shall contribute a pro rata annual sum of $1,205 per active employee for remittance to the Employee Benefit Fund. A pro rata contribution of $602.50 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.

(d) Effective April 1, 2010, the State shall contribute a pro rata annual sum of $1,255 per active employee for remittance to the Employee Benefit Fund. A pro rata contribution of $627.50 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.

(e) 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.

22.3 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.

ARTICLE 23

SALARY COMPUTATION

Biweekly salaries will be computed on the basis of ten workdays.

ARTICLE 24

WORK/LIFE ASSISTANCE PROGRAM

The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be necessary to fully fund the Work/Life Assistance Program for the term of this Agreement. The Statewide Work/Life Assistance Labor/Management Committee shall continue, composed of representatives from the State and the Unions.

ARTICLE 25

JOB ABANDONMENT

25.1 When an employee to whom the disciplinary procedures of this Agreement apply has been absent from work without notice for 15 consecutive workdays, he/she shall be deemed to have resigned from his/her position if he/she (or, if he/she is medically unable, a member of his/her immediate family as defined in Section 9.5(g)) has not provided a satisfactory written explanation for such absence to the court or court-related agency to which he/she is assigned, on or before the 15th consecutive workday following the commencement of such unauthorized absence.

25.2 Prior to the conclusion of the 15 workday period noted in Section 25.1 above, the court or court-related agency shall send the affected employee notice, to the employee's last known address, by certified mail, return receipt requested, with a copy to the Union, that his/her absence is considered unauthorized and that, as a result of such absence, he/she will be deemed to have resigned from service, effective the 15th workday following the commencement of the unauthorized absence.

25.3 An employee who has been deemed to have resigned pursuant to this section (or, if he/she is medically unable, a member of his/her immediate family as defined in Section 9.5(g)), shall have 20 workdays from the date the notice was mailed within which to submit a written explanation concerning his/her absence to the Administrative Director, or his/her designee. Upon receipt of such explanation, the Administrative Director, or his/her designee, shall reinstate the employee without examination, to the position from which he/she was deemed to have resigned, if vacant, or to any vacant position to which he/she was eligible for transfer or reassignment, and shall have 20 workdays within which to initiate charges against the employee pursuant to the disciplinary procedures of this Agreement.

ARTICLE 26

REASSIGNMENTS AND TRANSFERS

26.1 **Definitions**.

(a) The term "reassignment" means the change, without further examination, of a permanent employee from his or her present permanent title, position and location to another similar position in the same promotion unit.

(b) The term "transfer" means the change, without further examination, of a permanent employee from his or her present permanent title, position and location within one promotion unit to a similar position within another promotion unit.

26.2 **Filing**.

(a) A permanent employee having at least one year of continuous service in his/her present title, position and location may request reassignment or transfer pursuant to this section by filing a written request for reassignment or transfer on a form to be established by the Administrative Director. Such form shall require the employee to provide information deemed necessary by the UCS to consider the employee's request for reassignment or transfer. A request form which does not provide all information requested or is otherwise incomplete shall not be considered and shall be returned to the employee for completion. The request form shall be filed with the Personnel Examination Unit of the Office of Court Administration and with 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 and the Chief Clerk of the court to which the employee seeks to be reassigned or transferred and 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 and the Chief Clerk of the court where the employee is presently assigned.

(b) The Personnel Examination Unit shall establish separate rosters for each promotion unit by title, in order of the date of receipt of a request for reassignment or transfer. A separate roster shall be maintained for requests for reassignments and another separate roster shall be maintained for requests for transfer.

(c) If an employee who previously filed a request for reassignment or transfer no longer seeks such reassignment or transfer, the employee must notify the Personnel Examination Unit, 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 and the Chief Clerk of the court to which the employee seeks a position and 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 and the Chief Clerk of the court where the employee is presently assigned of the withdrawal of his or her request.

26.3 **Guidelines in Considering Requests For Filling Vacancies.**

(a) When there are competing claims among employees for a vacant position, applications filed pursuant to this Article will be considered according to the following guidelines:

(1) Permanent employees having at least one year of continuous service in their present title, position and location requesting reassignment to a position in the same title in the same promotion unit shall be considered in conjunction with any eligible list for the promotion unit or in the absence of a promotion unit list.

(2) Permanent employees having at least one year of continuous permanent service in their present title, position and location requesting transfer to a position in the same title in a different promotion unit shall be considered in conjunction with a general promotion list or open-competitive list for the promotion unit or in the absence of a list.

(3) Employees and non-employees who are otherwise eligible for appointment to such position may be considered if there are no valid lists for the promotion unit. In addition to meeting the requirements of Sections 26.3(a)(1) and (2) above, no employee of the Unified Court System may be reassigned or transferred to a similar position in another court or court agency during the life of the eligible list from which he/she was appointed until the same examination grade or lower than the examination grade that the applicant received when he or she was appointed from that list, has been reached for consideration on the appropriate promotion unit list, general promotion list for that promotion unit or open-competitive list in the court or court agency in question.

(b) The Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, or the District Administrative Judge will consider competing requests for voluntary reassignments and transfers according to the guidelines listed in Section (3)(a) above, using the roster of requests for reassignment or transfer promulgated by the Personnel Examination Unit. The Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, or the District Administrative Judge shall only consider the smallest number of applicants necessary to find a suitable candidate. The Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, or the District Administrative Judge shall have the sole discretion in determining whether any applicant for reassignment or transfer will be selected. Such determination shall not be grievable.

26.4 **Notification of Rejection**. No employee seeking reassignment or transfer must be selected. However, if an employee having at least one year of

permanent continuous service in his/her present title, position and location is denied reassignment or transfer after being interviewed for such position, such employee will be notified in writing that his/her request is denied. The Personnel Examination Unit, 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 and the Chief Clerk of the court will be notified of the disposition of all vacancies and receive copies of the correspondence sent to applicants.

26.5 **Reciprocity**. This provision shall not be operative unless the specific position to which an employee seeks to be reassigned or transferred is covered by a collective negotiating agreement which contains an identical provision as that contained herein. If a conflict exists, the collective negotiating agreement covering the position to which an employee seeks to be reassigned or transferred will govern how an employee's application will be considered.

26.6 Prior to transferring or reassigning employees involuntarily the State will seek volunteers to fill such vacancies.

ARTICLE 27

CHILD CARE/ELDER CARE DEVELOPMENT COMMITTEE

The Child Care/Elder Care Development Committee composed of representatives from the UCS and the Union shall continue. This committee shall develop guidelines and procedures for the implementation of this Article. The UCS shall provide annual funding in the amount of $180,976 which shall be carried over from one fiscal year to the next but which shall lapse on March 31, 2011, to carry out the program agreed upon by the parties pursuant to this Article.

ARTICLE 28

POSTING OF VACANCIES

When vacancies are authorized to be filled, a notice of such vacancy shall be posted at all relevant work locations on a statewide basis at least five workdays prior to filling except when such vacancies are to be filled on an emergency basis. An inadvertent failure to post at a particular location shall not invalidate an otherwise valid appointment. Announcements of vacancies shall contain the title of the position or positions to be filled, minimum qualifications required for appointment and the work location of the vacancies.

ARTICLE 29

PERSONAL HISTORY FOLDERS

(a) An employee shall be given a copy of every statement concerning his/her work performance or conduct prepared during the term of this Agreement, if such statement is to be placed in his/her personal history folder. Prior to being given a copy of such statement, the employee must sign a form which shall indicate only that he/she was given a copy of the statement but that he/she does not necessarily agree with its contents. The employee shall have the right, but not the obligation, to answer any such statement filed and the answer shall be placed in the employee's personal history folder. Only evaluatory statements prepared by a superior with respect to the employee's work performance or conduct, which are given to the employee in accordance with the procedure outlined above, may be used in any subsequent disciplinary action against the employee.

(b) An employee shall be permitted to view his/her personal history folder twice a year upon request, and when an adverse personnel action is initiated against the employee by the UCS. The view shall be in the presence of a designee of the UCS and held at such time as the UCS may prescribe.

(c) Upon an employee's written request, any material in his/her personal history folder of an adverse nature, with the exception of disciplinary actions, personnel transactions and evaluatory statements concerning work performance, shall, if over five years old, be removed from the personal history folder. Upon an employee's written request, such material may be removed at the discretion of the Chief Judge of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, or the Deputy Chief Administrative Judge (Courts Within or Outside New York City), as appropriate.

(d) A Labor/Management Committee shall be established to discuss the contents of an employee's personal history folder including information covered by HIPAA.

ARTICLE 30

PHYSICAL FITNESS

An employee with peace officer status periodically may be required to be tested in accordance with weight standards and physical fitness standards established by the Administrative Director. Such weight standards shall be based on the standards set forth in the Army Physical Readiness Test and shall make

allowance for differences in height and frame. Such physical fitness standards shall be established by the Administrative Director in accordance with the minimum qualifications for appointment to court officer positions. An employee shall be advised of his/her test results. An employee who fails to meet such standards shall be given a recommended program of weight reduction and physical fitness. Such employee shall be retested and encouraged to follow an individual program to improve their job performance, health and physical fitness. As part of its wellness program the UCS, in its discretion, can publicize the program, including general statistical data concerning the results of weight testing and physical fitness testing.

ARTICLE 31

FLEXIBLE BENEFITS SPENDING PROGRAM

31.1 The program established to provide employees with an opportunity to increase the employee's spendable income by paying for all or part of health insurance premiums, selected benefits such as child care, elder care and dependent care paid by the employee with pre-tax dollars shall continue.

31.2 The Medical Flexible Spending Account also shall continue.

31.3 The State agrees to extend a pre-tax transportation benefit to employees when such becomes permanently available to Executive Branch employees represented by the Civil Service Employees Association, Inc.

31.4 The UCS shall secure whatever legislation is necessary to implement such program.

ARTICLE 32

COURT REPORTER PRODUCTION STANDARDS

32.1 A court reporter who fails to meet UCS-established transcript production standards and is in a delinquent status, without good cause, after 15 workdays notice shall be placed on a leave of absence until such employee's transcript production is in compliance with UCS standards. During such leave of absence an employee shall be allowed to draw accumulated and unused annual leave and compensatory time standing to his/her credit. An employee placed on such leave of absence, with or without pay, shall be entitled to continue health insurance benefits if the employee continues to pay his/her own share of the premium costs and shall be entitled to receive Employee Benefit Fund benefits, if

eligible. Imposition of such leave of absence shall not be considered as employee discipline, provided, however, that nothing herein shall prohibit the UCS from bringing disciplinary charges pursuant to Article 12 against an employee in a delinquent status who fails to meet UCS-established transcript production standards after 15 workdays on a leave of absence pursuant to this section.

32.2 As court reporter transcript production standards have not been negotiated but were promulgated unilaterally by the UCS pursuant to their claim that they are a non-mandatory subject of negotiations, the UCS, upon demand from the Union, shall negotiate the impact of such standards in a court reporter committee which shall consider issues which include but are not limited to appropriate facilities, lighting and equipment.

ARTICLE 33

DRUG TESTING

33.1(a)(1) **Drug Testing**.

(i) The Deputy Chief Administrative Judge (depending on the work location for Courts Within or Outside New York City) may, with reasonable cause, require an employee with peace officer status to submit to blood tests and/or urinalysis to determine whether such employee has used illegal drugs or abused controlled substances. Such determination that reasonable cause exists to test an employee shall be made in the appropriate Deputy Chief Administrative Judge's sole discretion and shall not be grievable or otherwise reviewable. (ii) References to positive testing throughout this Article refer to test results which prove that an employee has used illegal drugs or abused controlled substances.

(2) **Voluntary Drug Testing**. An employee who has a substance abuse problem may submit voluntarily to drug testing prior to testing directed by the appropriate Deputy Chief Administrative Judge. Upon positive testing, he/she shall submit to the program outlined in subsection (b)(1) provided he/she is not subject to disciplinary charges for reasons other than positive testing.

(b) Positive testing is prima facie evidence of misconduct and may be cause for disciplinary action. Prior to the institution of disciplinary proceedings, a preliminary meeting shall be held with a representative of the appropriate Deputy Chief Administrative Judge, the employee and his/her representative to determine whether the employee chooses to participate in a voluntary program of rehabilitation and the terms of such program. If the employee chooses not to participate, he/she shall be subject to formal disciplinary proceedings.

(1) **Voluntary Rehabilitation**. An employee who agrees to voluntarily participate in a rehabilitation or detoxification program at his/her expense shall be allowed to charge sick leave or annual leave credits while such employee participates in a rehabilitation or detoxification program. If no leave credits are available, such employee will be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon certification of successful completion of such program and a retest that demonstrates that an employee is not using illegal drugs or abusing controlled substances, the employee shall be returned to his/her position. Such employee may be subject to periodic retesting upon his/her return to his/her position. If such employee tests positive upon completion of such voluntary rehabilitation program or on any subsequent occasion, he/she shall be terminated without further hearing or formal charges.

(2) **Formal Disciplinary Hearing**. An employee who chooses not to voluntarily participate in a rehabilitation or detoxification program will be subject to formal disciplinary charges. A hearing shall be held pursuant to Article 12, Disciplinary Procedure, of this Agreement to determine the appropriate penalty. Such penalty shall not be limited to those enumerated in the Procedure and may include, but not be limited to, the following:

- medical certification of voluntary participation in a rehabilitation or detoxification program at the employee's expense and successful completion of such program;
- mandatory leave of absence of up to one year with the ability to charge earned and accrued sick leave, compensatory time and annual leave credits, if any;
- assignment to light duty;
- removal of weapon on and off duty;
- periodic retesting, including retesting before a return to duty;
- suspension; and,
- termination.

(3) An employee may submit proof satisfactory to the appropriate Deputy Chief Administrative Judge that he/she is taking a controlled substance for treatment of a medical condition in defense of any proposed disciplinary charges or in mitigation of penalty in a case of positive testing. Voluntary submission to

testing and admittance to a rehabilitation or treatment program shall be considered in mitigation of such penalty by the hearing officer.

(c) **Other Disciplinary Charges**. Notwithstanding any other provision of this Article, an employee may not elect to participate in the voluntary rehabilitation program set forth in subsection (b)(1) where such employee may be subject to disciplinary charges which do not result from positive testing. Employees who are subject to disciplinary charges as a result of conduct other than positive testing pursuant to this Article may not use positive testing for drugs as a defense in such disciplinary proceeding.

ARTICLE 34

DRESS CODE

34.1 Employees whose duties are performed in workplaces which are accessible or visible to the general public shall wear appropriate business attire. For purposes of this Article, the term "appropriate business attire" shall be defined as follows:

(a) for male employees: business suit, dress shirt and tie; or sports coat with coordinated shirt, trousers (jeans not acceptable) and tie;

(b) for female employees: a dress; or skirt with coordinated blouse/sweater/dress shirt; or slacks (jeans not acceptable) with coordinated blouse/sweater/dress shirt; and, at the employee's option, a jacket; and

(c) business shoes.

The application of this provision shall be subject to the grievance procedure. The provisions of this section may be waived in the event the provisions of Section 9.17 of this Agreement become applicable.

34.2 All employees holding titles in the court clerical series who are assigned to trial courts in the First and Second Department shall wear appropriate business attire. For purposes of this Section, the term "appropriate business attire" for such employees shall be defined as follows:

(a) for male employees: State-approved blazer with patch; coordinated dress shirt and tie; dress pants (denim material not acceptable);

(b) for female employees: State-approved uniform blazer with patch; a dress; or skirt with coordinated blouse/sweater/dress shirt; or dress pants (denim material not acceptable) with coordinated blouse/sweater/dress shirt; and;

(c) business shoes.

34.3 The annual maintenance allowance of $850 in effect in December 2006, shall remain in effect except as modified below:

(a) Effective April 1, 2008, each employee who is required to wear the State-approved blazer shall receive an annual maintenance allowance of $875, payable in equal parts in June and December of each year, if eligible under Section 34.4. The payment of maintenance shall be in a separate check.

(b) Effective April 1, 2009, each employee who is required to wear the State-approved blazer shall receive an annual maintenance allowance of $900, payable in equal parts in June and December of each year, if eligible under Section 34.4. The payment of maintenance shall be in a separate check.

(c) Effective April 1, 2010, each employee who is required to wear the State-approved blazer shall receive an annual maintenance allowance of $925, payable in equal parts in June and December of each year, if eligible under Section 34.4. The payment of maintenance shall be in a separate check.

34.4 (a) To be eligible for the maintenance allowance payable in June 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.

(b) To be eligible for the maintenance allowance payable in December, 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.

(c) 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 maintenance allowance shall not be entitled to receive such allowance.

(d) There shall be no proration of the maintenance allowance.

34.5 **Dress Code Inspection**. The State shall conduct periodically, but at least bi-annually, a dress code inspection. An eligible employee who, during such inspection, fails to meet the minimum standards as established by the State, shall not be eligible to receive the maintenance allowance until all noted deficiencies are corrected.

ARTICLE 35

TITLE STANDARDS

Effective as soon as practicable after the execution of this Agreement the UCS shall provide to the Union two complete copies of the title standards as promulgated by the Unified Court System. The UCS will provide amendments to the title standards to the Union as soon as practicable after promulgation.

ARTICLE 36

REIMBURSEMENT FOR PROPERTY DAMAGE

Effective with the execution date of this Agreement, the State agrees to provide for the uniform administration of the procedure for reimbursement to employees for personal property damage or destruction as provided for by Subdivisions 12 and 12-c of Section 8 of the State Finance Law and to provide for payments of up to $350. Allowances shall be based upon the reasonable value of the property involved and payment shall be made against a reasonable release. A Labor/Management Subcommittee shall be established to resolve disputes regarding reimbursement under this Article.

ARTICLE 37

HEALTH AND SAFETY

Adequate, clean, structurally safe and sanitary working facilities shall be provided for all employees. A safety and health Labor/Management Committee shall continue for the purpose of discussing and resolving concerns related to safety and health and to study and make recommendations concerning safety and health issues. The Committee shall be composed of six members designated by the State and six members designated by the Union. The Committee shall be authorized to visit work sites as necessary and appropriate.

ARTICLE 38

SENIORITY

The term "seniority" shall refer to the length of an employee's service in the Unified Court System. Service credited with the Unified Court System effective April 1, 1977, shall be included when computing length of service. In addition, service credited to the Unified Court System upon a transfer of function as defined in Section 25.26(c) of the Rules of the Chief Judge shall be included when computing length of service.

Subject to the reasonable operating needs of the court, assignment of annual leave, compensatory time, holiday work or alternative work schedules shall be made at the times desired by the employee to the extent practicable in order of seniority. In the event that more employees request the same time off or an alternative work schedule than can be reasonably spared for operating reasons, such time will be granted to such employees in order of seniority.

Seniority shall resolve conflicts among employees in the same title in scheduling the use of annual leave or compensatory time. If two or more employees in the same title have the same seniority, a conflict in scheduling shall be resolved by lot.

ARTICLE 39

SEVERABILITY

In the event that any portion of this Agreement is found to be invalid by a tribunal of competent jurisdiction, then such provision shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such decision, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such provision which has been held to be invalid.

ARTICLE 40

CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire Agreement between the UCS and the Union, 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 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, the Union 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 and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 41

APPROVAL OF THE LEGISLATURE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 42

CONFLICT WITH AGREEMENT

Where the Rules of the Chief Judge and Chief Administrative Judge and the Agreement conflict, the provisions of this Agreement shall prevail.

ARTICLE 43

DURATION OF AGREEMENT

The term of this Agreement shall be from April 1, 2007 to March 31, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on July 21, 2008.

STATE OF NEW YORK -
UNIFIED COURT SYSTEM

James P. Welch
Deputy Director for Labor Relations

CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 1000,
AFSCME (AFL-CIO)

Danny Donohue
President

Vincent F. Martuccello, CHAIR.

APPENDIX A

JOB TITLES OR POSITIONS INCLUDED IN
THE STATE JUDICIARY NEGOTIATING
UNIT[2]

Acting Chief Court Attorney Court of Appeals
Account Clerk/Typist*
Administrative Assistant
Administrative Assistant*
Administrative Clerk
Administrative Secretary
Administrative Services Clerk
Administrative Services Clerk PT
Administrative Services Clerk* JG-20
Administrative Stenographer, Court of Appeals
Administrative Stenographer, Court of Claims
Administrative Typist, Court of Appeals
Adoptions Examiner
Appellate Court Assistant
Appellate Court Assistant I
Appellate Court Assistant II
Appellate Court Attorney
Appellate Court Attorney* COMP
Appellate Court Clerk
Appellate Court Clerk*
Appellate Court Clerk* COMP
Appellate Law Research Assistant
Appellate Law Stenographer
Appellate Law Stenographer* NS
Appellate Law Typist
Appellate Law Typist* JG-17
Appellate Messenger
Arbitration Commissioner
Archivist
Assistant Appellate Court Attorney
Assistant Associate Computer Systems Analyst*
Assistant Attorney
Assistant Building Superintendent

[2]Except any employee whose position has been or is determined to be managerial or confidential by the New York State Public Employment Relations Board, and employees whose exclusion from the unit has been stipulated to, in writing, by the Parties.

Assistant Consultation Clerk, Court of Appeals
Assistant Court Analyst
Assistant Court Clerk
Assistant Court Clerk* JG-16
Assistant Court Clerk* JG-17
Assistant Data Processing Manager
Assistant Data Processing Operations Manager
Assistant Deputy Clerk*
Assistant Deputy Clerk of Court-Appellate Division
Assistant Deputy Chief Appellate Court Attorney, 1st Dept.
Assistant Deputy Chief Appellate Court Attorney, 2nd Dept.
Assistant Executive Secretary
Assistant Judicial Benefits Administrator
Assistant Law Clerk
Assistant Legal Editor
Assistant Local Area Network Administrator
Assistant MHLS Attorney
Assistant MHLS Attorney PT
Assistant Microfilm Supervisor
Assistant Network Technologist
Assistant Printer
Assistant Reporter II* NS
Assistant Secretary to Chief Judge
Assistant State Reporter
Assistant Supervisor Centralized Printing
Assistant Surrogate's Court Clerk* JG-16
Associate Appellate Court Clerk
Associate Attorney
Associate Computer Applications Programmer
Associate Computer Systems Analyst
Associate Computer Systems Analyst*
Associate Computer Systems Programmer
Associate Court Attorney
Associate Court Attorney (Trial Part)
Associate Court Attorney (Trial Part) PT
Associate Court Attorney (Trial Part) to Acting Justice
Associate Court Clerk
Associate Court Clerk* JG-26
Associate Law Clerk to Appellate Division Justice
Associate Law Clerk to Judge
Associate Local Area Network Administrator
Associate MHLS Attorney
Associate Network Technologist
Associate Surrogate's Court Clerk

Attendant*
Attorney
Building Guard
Building Manager
Building Superintendent
Case Manager
Case Manager I
Case Manager II
Case Technician
Chief Appellate Court Attorney- 1st Dept.
Chief Appellate Court Attorney - 2nd Dept.
Chief Appellate Court Attorney - 3rd Dept.
Chief Appellate Court Attorney - 4th Dept.
Chief Attorney
Chief Attorney, Grievance Committee
Chief Attorney, Grievance Committee, 1st Dept.
Chief Computer Operator
Chief Counsel* NS
Chief Court Attendant, Appellate Division
Chief Court Attorney
Chief Court Attorney, Court of Appeals
Chief Court Attorney, Appellate Term, 2nd Dept.
Chief Legal Editor
Chief Legal Reference Attorney, Court of Appeals
Chief Management Analyst
Chief Mental Hygiene Legal Service Attorney
Chief Motion Clerk Appellate Div, 3rd Dept.
Chief Network Technologist
Chief Officer*
Chief Offset Printing Machine Operator
Chief Security Attendant, Court of Appeals
City Marshal* NCOM
Clerical Aide
Clerk
Clerk* NS
Clerk-PT* NS
Clerk-Typist
Clerical Research Aide
Clerical Assistant, Court of Appeals
Computer Applications Programmer
Computer Applications Programmer Trainee
Computer Operator
Computer Operator Trainee
Computer Systems Analyst

Computer Systems Analyst Trainee
Computer Systems Programmer
Consultation Clerk, Court of Appeals
Consultation Clerk, Appellate Division, 4th Dept.
Confidential Assistant, Committee on Character and Fitness*
Confidential Attendant
Confidential Attendant* NCOM JG-10
Confidential Clerk* JG-23
Confidential Clerk* JG-25
Confidential Decision and Order Clerk*
Confidential Legal Stenographer*
Confidential Records Clerk*
Court Aide
Court Analyst
Court Assistant
Court Assistant JS
Court Assistant PT
Court Assistant HSAP
Court Attendant
Court Attendant*
Court Attendant JG8 NC*
Court Attendant* NS, except in Rockland County
Court Attendant, Appellate Division
Court Attendant, Court of Appeals
Court Attorney
Court Attorney PT
Court Attorney Referee
Court Attorney-Trial Part
Court Attorney-Trial Part (SPLT)
Court Attorney-Trial Part PT
Court Attorney (Trial Part) to Acting Justice
Court Attorney (Trial Part) to Acting Justice PT
Court Attorney, Court of Appeals
Court Building Guard
Court Clerk
Court Clerk JS
Court Clerk PT
Court Clerk*
Court Clerk - Specialist
Court Crier*
Court Interpreter
Court Interpreter JS
Court Interpreter PT
Court Office Assistant

Court Office Assistant HSAP
Court Office Assistant JS
Court Office Assistant (Keyboarding)
Court Office Assistant (Keyboarding) PT
Court Office Assistant PT
Court Officer*
Court Officer* EX
Court Officer, Court of Appeals
Court Officer Sergeant
Court Officer Sergeant, Court of Appeals
Court Reporter
Court Reporter JS
Court Reporter*
Court Reporter PT
Court Revenue Assistant
Court Security Specialist
Court Stenographer*
Court Stenographer* PT
Custodial Aide
Custodial Assistant* NS
Custodian Elevator Operator*
Data Communications Analyst
Data Entry Supervisor*
Data Processing Operations Manager
Data Recording Assistant
Decision Clerk*
Deputy Assistant Consultation Clerk, Court of Appeals
Deputy Building Superintendent
Deputy Chief Appellate Court Attorney, 1st Dept.
Deputy Chief Appellate Court Attorney, 2nd Dept.
Deputy Chief Appellate Court Attorney, 3rd Dept.
Deputy Chief Attorney
Deputy Chief Clerk I
Deputy Chief Court Attorney, Court of Appeals
Deputy Chief Security Attendant, Court of Appeals
Deputy Executive Director, Board of Law Examiners
Deputy Executive Secretary
Deputy Marshal*
Deputy State Reporter
Director of the Judicial Election Qualification Commissions
Director, Family Counseling Unit*
Driver - Messenger
Drug Court Coordinator
Drug Court Specialist*

Educational Training Coordinator
Electronic Photocomposition Specialist
Executive Assistant* JG-30
Executive Assistant* NS
Executive Assistant, Appellate Division
Family Counseling and Case Analyst
Family Court Hearing Examiner Assistant
Family Court Hearing Examiner Assistant PT
File Clerk
First Assistant Building Superintendent
Graphics and Desktop Publishing Specialist
Graphics Design Specialist
Grievance Examiner
HVAC Assistant Building Superintendent
Information Technology Analyst
Instructor
Junior Court Analyst
Junior Court Analyst (Hourly)
Jury Analyst
Law Assistant I* NS
Law Assistant* NS
Law Clerk to Appellate Division Justice
Law Clerk to Chief Judge
Law Clerk to Judge
Law Clerk to Judge (SPLT)
Law Clerk to Judge PT
Law Clerk to Justice
Law Clerk to Justice PT
Law Examiner
Law Librarian*
Law Librarian
Law Librarian PT
Law Librarian I* JG-18
Law Librarian I* JG-21
Law Librarian I* JG-21 PT
Law Librarian, Court of Appeals
Law Library Assistant
Law Library Clerk
Law Library Clerk JS
Law Library Clerk PT
Law Reporting Aide
Law Reporting Assistant
Law Reporting Typist
Law Research Aide (Hrly)

Law Stenographer
Law Stenographer PT
Law Student
Legal Assistant I* NS
Legal Assistant II* NS
Legal Editor
Legal Fellow
Legal Intern PT
Legal Typist
Librarian
Librarian, Public Appellate Law Library
Library Assistant, Court of Appeals
Library Technical Assistant
Local Area Network Administrator
Management Analyst
Marshal
Marshal* NCOM
Mental Health Information Assistant*
Mental Health Information Officer
Mental Hygiene Legal Service Attorney
Mental Hygiene Information Service Program Attorney PT
Messenger*
Messenger - Court of Appeals
Microfilm Coordinator
Microfilm Supervisor
Microfilm Supervisor PT
Network Technologist
New York State Associate Court Attendant, Appellate Division
New York State Court Attendant, Appellate Division
New York State Principal Court Attendant, Appellate Division
New York State Senior Court Attendant, Appellate Division
New York State Court Officer
New York State Court Officer-Sergeant
New York State Court Officer-Trainee
New York State Court Security Training Officer
New York State Senior Court Security Training Officer
Office Clerical Assistant*
Office Clerical Assistant PT*
PC Analyst
Personnel Analyst
Personnel Analyst* COMP
Principal Administrative Assistant
Principal Administrative Services Clerk
Principal Appellate Court Attorney

Principal Appellate Court Clerk
Principal Appellate Court Clerk*
Principal Appellate Office Assistant
Principal Appellate Office Stenographer
Principal Appellate Office Typist
Principal Assistant Building Superintendent
Principal Attorney
Principal Computer Applications Programmer
Principal Computer Operator
Principal Computer Systems Analyst
Principal Computer Systems Programmer
Principal Court Analyst
Principal Court Attorney
Principal Court Attorney Court of Appeals
Principal Court Attorney (Trial Part) to Acting Justice
Principal Court Reporter
Principal Court Reporter*
Principal Custodial Aide
Principal Database Programmer
Principal Data Entry Clerk
Principal Information Technology Analyst
Principal Jury Analyst
Principal Law Assistant (Trial Part) to Acting Justice
Principal Law Clerk to Appellate Division Justice
Principal Law Clerk to Judge
Principal Law Clerk to Judge PT*
Principal Law Librarian
Principal Law Librarian*
Principal Legal Editor
Principal Local Area Network Administrator
Principal Management Analyst
Principal Mental Health Information Officer
Principal Mental Hygiene Legal Services Attorney
Principal Network Technologist
Principal Office Stenographer*
Principal Office Stenographer PT*
Principal Offset Printing Machine Operator
Principal Offset Printing Machine Operator Specialist
Principal PC Analyst
Principal Secretary to Judge
Principal Stenographer - Court of Appeals
Principal Surrogate's Court Clerk
Principal Technical Support Assistant
Printer, Court of Appeals

Prisoner Applications Clerk
Project Director Court Improvement
Project Director I
Project Director II
Records Administrator
Reference Clerk
Reporting Stenographer*
Research Assistant
Resource Coordinator I
Resource Coordinator II
Resource Coordinator III
Secretarial Assistant*
Secretarial Stenographer* NCOM
Secretary
Secretary to Acting Justice
Secretary to Appellate Division Justice
Secretary to Appellate Division Justice*
Secretary to Commissioner of Jurors (Clerk Court)*
Secretary to Committee on Character and Fitness
Secretary to the Court of Appeals
Secretary to the Court of Appeals Legal Research Staff
Secretary to Judge
Secretary to Judge* COMP
Secretary to Presiding Justice
Secretary to Presiding Justice*
Secretary to Supreme Court Justice
Security Attendant, Court of Appeals
Security Officer
Senior Administrative Assistant
Senior Administrative Clerk
Senior Administrative Secretary
Senior Administrative Secretary*
Senior Administrative Services Clerk
Senior Appellate Court Assistant
Senior Appellate Court Attorney
Senior Appellate Court Clerk
Senior Appellate Court Clerk*
Senior Appellate Court Clerk* COMP
Senior Appellate Law Stenographer
Senior Appellate Office Assistant
Senior Appellate Office Stenographer
Senior Appellate Office Typist
Senior Assistant Building Superintendent
Senior Assistant Counsel

Senior Associate Computer Applications Programmer
Senior Attorney
Senior Clerical Assistant, Court of Appeals
Senior Computer Applications Programmer
Senior Computer Operator
Senior Computer Systems Analyst
Senior Computer Systems Analyst PT
Senior Computer Systems Programmer
Senior Counsel
Senior Court Analyst
Senior Court Analyst PT
Senior Court Attendant, Appellate Division
Senior Court Attorney
Senior Court Attorney (Trial Part)
Senior Court Attorney (Trial Part) PT
Senior Court Attorney (Trial Part) to Acting Justice
Senior Court Attorney to Court of Appeals
Senior Court Building Guard
Senior Court Clerk
Senior Court Office Assistant
Senior Court Office Assistant HSAP
Senior Court Office Assistant JS
Senior Court Office Assistant (Keyboarding)
Senior Court Office Assistant (Keyboarding) PT
Senior Court Office Assistant (Keyboarding) JS
Senior Court Officer*
Senior Court Interpreter
Senior Court Reporter
Senior Court Reporter JS
Senior Court Reporter PT
Senior Court Security Attendant, Court of Appeals
Senior Custodial Aide
Senior Database Programmer
Senior Data Communications Analyst
Senior Data Entry Clerk*
Senior Data Recording Assistant
Senior Deputy Chief Court Attorney, Court of Appeals
Senior Education and Training Coordinator
Senior Graphics Design Specialist
Senior Jury Analyst
Senior Law Clerk to Appellate Division Justice
Senior Law Clerk to Judge
Senior Law Examiner
Senior Law Librarian

Senior Law Librarian*
Senior Law Library Clerk
Senior Law Library Clerk*
Senior Legal Editor
Senior Local Area Network Administrator
Senior Management Analyst
Senior Mental Health Information Officer
Senior MHLS Attorney
Senior MHLS Attorney PT
Senior Network Technologist
Senior Office Stenographer*
Senior Office Stenographer* PT
Senior Offset Printing Machine Operator
Senior PC Analyst
Senior Personnel Analyst
Senior Principal Law Clerk to Appellate Division Justice
Senior Secretary to Judge
Senior Secretary to Judge* COMP
Senior Security Attendant Court of Appeals
Senior Services Aide
Senior Stenographer*
Senior Stenographer Court of Appeals
Senior Supervising Data Recording Assistant
Senior Technical Support Assistant
Senior Typist
Services Aide
Special Counsel for Grievance Matters, Appellate Division (Second Department)
Special Project Assistant
Special Projects Counsel
Statistician
Statistician Clerk
Stenographer, Court of Appeals
Student Aide
Student Aide II
Student Aide III
Substitute Secretary
Supervising Cleaner
Supervising Court Aide
Supervising Court Attendant, Court of Appeals
Supervising Court Office Assistant
Supervising Custodial Assistant* NS
Supervisor, Centralized Courier
Supervisor of Decision Department, Appellate Division, 1st Department

Supervisor of Decision Department, Appellate Division, 2nd Department
Supervisor of Decision Department, Appellate Division, 3rd Department
Supervisor of Decision Department, Appellate Division, 4th Department
Supervisor of District Printing Operations
Supervisor Intake*
Supervisor, Mail, Supply and Duplication
Supervisor, Printing, Mail and Supply Unit
Support Magistrate
Surrogate Court Clerk
Surrogate Court Clerk II*
Surrogate Court Clerk HSAP
Systems Analysis and Applications Program Manager
Technical Service Manager
Technical Support Assistant
Telephone Operator - Court of Appeals
Typist
Typist Clerk*
UCO
Web Developer

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DETERMINATION OF UCS/CSEA PERFORMANCE EVALUATION REVIEW PANEL

In accordance with Section 7.6(a) of the 1991-95 collective bargaining agreement ("Agreement") between the State of New York-Unified Court System ("UCS") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO ("CSEA"), the Performance Evaluation Review Panel ("Panel") established by Section 7.6(c) of the Agreement, hereby resolves procedures relating to the forms, frequency and appeals process of a performance evaluation system applicable to CSEA-represented employees as follows:

1. Evaluation forms for titles represented by CSEA shall follow the general format of the evaluation form for the court clerk title series attached hereto as Appendix A.

2. The evaluator and employee shall have a meeting at the beginning of the annual evaluation period at which time they shall discuss the tasks on which the employee will be evaluated. The evaluator shall indicate such tasks on the evaluation form.

3. At midpoint of the evaluation period, the evaluator and the employee shall meet to assess the employee's performance and prepare a development plan identifying objectives to be achieved and/or development activities to be undertaken during the next evaluation segment.

4. After three months and nine months of the annual evaluation period, the evaluator and employee shall meet to assess the employee's performance if either the evaluator or employee requests such meeting. Additional informal reviews are encouraged.

5. At the end of the annual evaluation period, the evaluator and employee shall have a meeting at which the evaluator presents his annual final written evaluation of the employee for discussion. If, as a result of such discussion, the evaluator decides to revise his annual final written evaluation, the evaluator and employee shall meet again to discuss the revision.

6. Each employee shall have the right to prepare a written response to his/her annual final written evaluation, which shall be attached physically to such evaluation and all copies of it.

7. Any employee whose overall performance in an annual final written evaluation is rated "unsatisfactory" shall receive a written statement with such evaluation which advises him/her of the right to appeal the evaluation, describes the time limit for doing so, provides an appeal form and gives notice of the right to contact a CSEA Local President or representative or CSEA's Department of Contract Administration at CSEA Headquarters (1-800-342-4146). Copies of the written statement and appeal form referred to in this paragraph are attached as Appendices B and C.

8. The Performance Evaluation Review Panel referred to in Section 7.6(c) of the Agreement shall acknowledge receipt of each appeal in writing. See, e.g., Appendix D. The Panel shall hold a review meeting within ten working days of receipt of an appeal or as soon thereafter as practicable.

9. If the Panel decides to hear oral argument or witnesses, the appealing employee, and a CSEA representative (other than the CSEA representative on the Panel) at the appealing employee's option, shall be allowed to attend the Panel

meeting at which such oral argument or witnesses are heard. An appealing employee who attends such meeting shall be granted time off from work, including travel time, for such purpose without charge to leave credits. The appealing employee shall not be eligible for employee organization leave to prepare for attendance at a Panel meeting. Neither the appealing employee nor a CSEA representative who is a UCS employee shall be eligible to request UCS travel expense reimbursement to attend such meeting.

10. The Panel shall conduct its review of an appeal within 30 days after it has been received or as soon thereafter as practicable. The Panel shall issue a written decision no later than ten working days after the close of its review or as soon thereafter as practicable. If the Panel sustains an appeal, the evaluation shall be returned to the evaluator for reconsideration consistent with the Panel's decision, and a revised evaluation which shall indicate an overall rating other than "unsatisfactory" shall be given to the employee for signature and placement in his/her personnel file no later than 30 calendar days after the Panel's decision.

11. If an employee's increment or longevity increase was not paid as a result of an "unsatisfactory" rating and the Panel sustains his/her appeal, the employee's salary (including retroactive payment, if any) shall be adjusted to include the increment or longevity increase no later than two pay periods after the Panel has rendered its decision or as soon thereafter as practicable.

12. CSEA shall receive an annual breakdown of final overall performance ratings by job title and rating category by CSEA negotiating unit.

UCS/CSEA PERFORMANCE EVALUATION REVIEW PANEL

By: _____
JEFFREY M. SELCHICK, ESQ.
Panel Chairperson

DATED: October 26, 1992
Albany, New York

STATE OF NEW YORK
UNIFIED COURT SYSTEM
OFFICE OF COURT ADMINISTRATION
DIVISION OF HUMAN RESOURCES
98 NIVER STREET
COHOES, NEW YORK 12047
(518) 238-2277
FAX (518) 238-2777

JONATHAN LIPPMAN
Chief Administrative Judge

ANN T. PFAU
Deputy Chief Administrative Judge

MARGARET S. MORTON
Assistant Deputy Chief Administrator

LAUREN DeSOLE
Chief of Employee Relations

December 18, 2002

BY FAX AND U.S. MAIL

James Hennerty, Deputy Director
of Contract Administration
Civil Service Employees Association
143 Washington Avenue
Albany, New York 12210

Dear Jim:

Re: Revised Performance Evaluation Forms
Administrative/Professional Series
Captains, Lieutenants, Majors, and Sergeants
Clerical Support Series
Combination Format Series
Court Clerks Series
Court Interpreter-Senior Court Interpreter
Court Reporter-Senior Court Reporter
Legal Series

Pursuant to Section 14.6 of the 1999-2003 collective Agreement between the State and your Union, a Labor/Management Committee was established to discuss modifications to the performance evaluation system including revisions of the current performance evaluation forms and procedures. In July of this year, the Deputy Chief Administrative Judge for Management Support approved the Committee's recommendation to pilot these new forms.

In response to concerns raised about identity theft and social security numbers, where an employee has a New York State retirement number, that number will be used for tracking purposes and indicated on the form. In the absence of a New York State retirement number, the social security number will be used.

Based upon the positive response to the pilot of these new forms, the Deputy Chief Administrative Judge for Management Support has approved the Committee's recommendation to replace the forms presently in use for the above-referenced series with the attached forms under the terms that follow:

1. The rating period shall continue to correspond with the fiscal year.

2. Employees shall be evaluated on an annual basis, no later than March 1, unless the employee is probationary or if the employee received a rating that was other than meets job requirements in the previous rating period.

3. Probationary employees will continue to receive evaluations on the schedule outlined in the Probationary Review Process.

4. With the exception of the modifications detailed in paragraphs 1-3 above, the terms of Article 7 shall remain in full force and effect.

Your signature below will acknowledge your agreement to the use of these forms for employees in your bargaining unit under the terms described herein. Your cooperation in returning this letter agreement as soon as possible is greatly appreciated as it will ensure the use of these forms in the final rating period for FY 2002-2003.

Very truly yours,

Lauren DeSole

Lauren DeSole
Chief of Employee Relations

LPD:ksb
Enclosures
c: Hon. Ann T. Pfau
Ronald P. Younkins
Margaret S. Morton
Michael Miller

James Hennerty, Deputy Director
of Contract Administration

January 9, 2003
Date

New York State Unified Court System
PERFORMANCE EVALUATION FORM
Court Assistant - Court Clerk

First Name _____ Last Name _____ M.I. _____

Job Title _____ Location _____

Court/Office _____ Identification Number _____

Type of Review ☐ Probationary ☐ Regular **Review Period**: Start: ___/___/___ End: ___/___/___ ☐ Interim ☐ Final

GENERAL RESPONSIBILITIES	Not Relevant/ Not Observed	Unsatisfactory	Needs Improvement	Meets Expectations
1. Knows the legal terminology, statutes, and rules that apply in the court of assignment and can properly apply this knowledge.				
2. Is knowledgeable of court forms, documents, data bases, statistics, procedures and policies in the court of assignment and can interpret and apply this knowledge.				
3. Follows proper procedures for swearing witnesses, administering oaths, maintaining impaneling records, taking juror attendance, maintaining custody of exhibits, and accepting bail and other court fees.				
4. Records and maintains accurate records of court proceedings.				
5. Understands and properly implements requirements for creating, maintaining and retrieving accurate case files in paper or electronic formats.				
6. Is knowledgeable and follows established procedures for the review and/or preparation of orders, warrants, decrees, summonses, conditional discharges, and other court forms to be submitted to the Judge for signature.				
7. Prepares, calls, annotates, and enters the court calendar.				
8. Applies technical knowledge to determine completeness of court documents and legal sufficiency. Provides technical assistance to attorneys and parties to the case.				
9. Completes required reports in an accurate and timely manner.				
Recommendations/Comments				
SERVICE TO THE PUBLIC				
1. Greets the public and court users courteously and responds to individuals seeking information or assistance without undue delay.				
2. Is open to suggestions for improving service to the public and other court users.				
3. Promptly responds to inquiries from attorneys, judges, and parties to the case regarding court procedures and the filing of court documents and provides accurate information.				
	Not Relevant/ Not Observed	Unsatisfactory	Needs Improvement	Meets Expectations
4. Maintains a service-oriented attitude when investigating complaints by court users and works to resolve complaints expeditiously.				
5. Communicates effectively with outside agencies in order to coordinate the court's activities with said agencies.				
Recommendations/Comments				
SUPERVISION				

1. Plans and makes proper work assignments to court personnel and monitors performance.				
2. Supervises uniformed court personnel assigned to maintain security in the court.				
3. Identifies problems and works effectively with other court personnel to recommend and implement solutions to those problems.				
Recommendations/Comments				
PROFESSIONALISM				
1. Maintains a professional appearance.				
2. Cooperates with supervisors and receives direction well.				
3. Is respectful and courteous towards supervisors, co-workers and subordinates.				
4. Attends and participates in all training sessions as scheduled.				
5. Meets deadlines and works efficiently and productively.				
6. Is organized and prioritizes work properly.				
7. Produces clear and effective written communications.				
8. Effectively expresses ideas in individual and group situations.				
9. Utilizes available communication technology in accordance with established court system policy.				
Recommendations/Comments				
TIME AND LEAVE				
1. Is punctual and arrives on time to workstation.				
2. Understands and follows procedures for using leave accruals				
Recommendations/Comments				

Overall Job Performance
- ☐ Unsatisfactory
- ☐ Needs Improvement
- ☐ Meets Job Requirements

Recommendation (Probationary Employees Only)
- ☐ Continue in Present Assignment
- ☐ Reassignment
- ☐ Additional Training
- ☐ Performance Monitoring for Specified Time
- ☐ Other (Specify in Reviewer Comments)

Overall Preparers Comments including development plan (additional space for comments on back of form):

_____

I have reviewed this evaluation with the employee and have provided the employee with a copy. I have discussed the goals and objectives for the next review period with the employee.

_____ _____ _____

Preparer's Signature Title Date

In preparing this evaluation, I have discussed this employee's performance with:

_____ _____ _____ _____

Name Title Name Title

_____ _____ _____ _____

Name Title Name Title

I have reviewed this performance evaluation and approve and/or offer the attached comments.

_____ _____
Date

I have reviewed this performance evaluation and approve and/or offer the attached comments.

_____ _____
Date

I have reviewed this performance evaluation and approve and/or offer the attached comments.

_____ _____
Chief Clerk or Designee Date

Employee Comments (additional space for comments on back of form):
After discussing your performance and development plan with your supervisor, make any comments you feel are appropriate and will aid your development and progress.

_____

_____

_____

_____ _____
Employee Signature Date

By my signature I acknowledge that I have reviewed the contents of this form with my supervisor. My signature does not mean that I agree with the ratings contained herein.

MEMORANDUM

(DATE)

TO:

FROM:

SUBJECT: "UNSATISFACTORY" RATING

Your overall job performance for the annual performance evaluation period ending _____ has been rated "unsatisfactory".

You have the right to appeal such rating to a three-member panel established under Section 7.6(c) of the 1991-1995 CSEA Agreement. Such appeal must be made on the attached form within ten working days of receipt of the annual final written evaluation in which your overall performance is rated "unsatisfactory". To ensure proof of a timely appeal, it is recommended that the appeal be sent by certified mail, return receipt requested.

You have the right to contact your CSEA Local President or representative, or CSEA's Department of Contract Administration at CSEA Headquarters (1-800-342-4146) concerning your performance rating and the appeals process.

Attachment

PERFORMANCE EVALUATION APPEAL
Unsatisfactory
Overall Rating

TO: Appeals Coordinator
Performance Evaluation Review Panel
State of New York-Unified Court System
Employee Relations Office
98 Niver Street
Cohoes, New York 12047

FROM: _____ ID#: _____

TITLE: _____ COURT/AGENCY: _____

WORK PHONE: (___) _____

I appeal my job performance rating as stated in the Overall Job Performance Section of my performance appraisal dated _____ and submit the following rebuttal to those statements.

(Copies of documents relevant to your rebuttal statements may be appended.)

_____ _____
DATE SIGNATURE OF APPELLANT

PERFORMANCE EVALUATION REVIEW PANEL
STATE OF NEW YORK-UNIFIED COURT SYSTEM
EMPLOYEE RELATIONS OFFICE
98 NIVER STREET
COHOES, NEW YORK 12047
(518) 238-2277

(Date)

Employee Name
and Address

Dear _____:

Re: Performance Evaluation Appeal

This will acknowledge receipt of the appeal from your overall job performance rating of "unsatisfactory."

The performance evaluation review panel will review your appeal and issue its written decision. If the panel determines that additional information is necessary to decide your appeal, you will be notified.

Very truly yours,

Performance Evaluation Review Panel

APPENDIX C

Procedures and Guidelines
for the Implementation and Administration of
Section 9.3(l), Sick Leave Bank,
of the 2003-2007 Agreement between
The State of New York-Unified Court System
and
The Civil Service Employees Association, Inc.
Local 1000, AFSCME (AFL-CIO)

Purpose of the Sick Leave Bank

A Sick Leave Bank ("Bank") was established in April 1994, pursuant to Section 9.3(l) of the 1991-95 collective Agreement between the State of New York-Unified Court System ("UCS") and the Civil Service Employees Association, Inc., Local 1000, AFSCME (AFL-CIO) ("Union") and has been continued in Section 9.3(l), Sick Leave Bank, of the 2003-2007 Agreement ("Agreement") between the parties. The Bank is jointly administered by the parties for the benefit of employees in the State Judiciary Negotiating Unit ("Unit") who are necessarily absent from work due to illness, injury or disease; who have exhausted all sick leave, annual leave, compensatory time, overtime credits, pre-tour prep time and workers' compensation leave to which he/she may be entitled (if applicable); and have a reasonable expectation of being able to resume performance of the duties of his/her position, as certified by his/her medical practitioner.

Administration of the Sick Leave Bank

The Bank is administered by a Sick Leave Bank Committee ("Committee"), composed of the Administrative Director and one Union representative or their respective designees. The Committee is charged with establishing and/or revising: forms; procedures and guidelines for the submission and determination of applications by employees for Sick Leave Bank Credits ("Bank Credits"); and for reviewing and making determinations on the applications submitted.

The Committee shall meet periodically, but at least once each calendar month during which applications for Bank Credits have been received. The concurrence of the two members shall be necessary for a grant of Bank Credits. Meetings of the Committee may be conducted by telephone. Nothing herein shall prevent members of the Committee from having additional persons available to assist the Committee. By agreement between the parties, one court system employee from each CSEA "Region" may be appointed by the President of CSEA, Local 1000 to assist the Union representative on the Committee. This representative may assist the CSEA Committee member on Bank requests filed by

employees in his/her "Region" only. The representative also may assist employees in the preparation of their application to the Bank. The UCS representative on the Committee may contact the district or court to which the applicant is assigned for information on the employee's prior time and leave usage and the nature of previous illnesses, injuries or disabilities (if any,) which may be mitigating factors in the employee's absences and use of leave accruals. Any time spent preparing for and attending meetings of the Committee will be charged to employee organization leave pursuant to Section 4.7 of the Agreement.

Participating Employees – Sick Leave Bank Funding

CHARGES TO EMPLOYEES

1. The Sick Leave Bank offers membership to all qualified employees in the CSEA bargaining unit. Employees who do not desire to join the Bank must provide written notice to the UCS that they do not wish to participate within the open-enrollment period noted below. Thereafter employees may choose to join, pursuant to the eligibility requirements contained herein, if they so choose but will be required to have a minimum sick leave balance of 13 days and contribute the total amount of time that employees with the same length of service contributed.

   THERE SHALL BE A ONE-TIME SIX-MONTH OPEN-ENROLLMENT PERIOD BEGINNING WITH THE EXECUTION DATE OF THE 2003 - 2007 AGREEMENT. Employees with a minimum of 6 days of accumulated sick leave standing to his/her credit during the open enrollment period will commence participation in the Bank by contributing 17.5 hours of accrued and unused sick leave credits to the Bank. Thereafter, on each succeeding April 1st, the Bank will be further funded by an annual charge of up to seven hours of sick leave made against the accumulated leave credits of each member employee. This annual charge will be made effective the last day of the first accrual period after April 1st. If it is determined by the Union that there are sufficient days in the Bank, this annual charge may be waived by the Union, upon notice to the UCS prior to April 1st. Employees with insufficient sick leave on the day the annual charge is deducted will have the deduction taken from annual leave, and if none, from any compensatory time or pre-tour prep time (if applicable) standing to the employee's credit. If the employee has no accruals, the deduction will be taken from subsequent accruals of sick leave.

   Employees who are absent from work using Bank Credits during the period this annual charge is made shall not be required to make the annual donation.

2. Employees who were on the payroll and eligible to participate in the Bank but who choose not to do so, may not elect to participate in the Bank at a later date absent the agreement of the Bank Committee. If permitted to join, they will be required to contribute the same amount of sick leave accruals as those employees who joined the Bank at the time of the applying employee's initial eligibility. Eligibility begins at the time the employee either did or could have earned 13 sick leave days.

3 An employee who enters the bargaining unit after the initial deductions will be immediately eligible for membership in the Bank (provided he/she does not waive membership in writing) and will be required to contribute 14 hours of accrued and unused sick leave to the Bank provided they have the minimum number of days of sick leave standing to their credit.

ADDITIONAL FUNDING

The parties acknowledge that for the period April 1, 1994 through March 31, 1995, the Bank was credited with a total of 2,350 sick leave days from sources other than employee contributions. An employee who separated from service between April 1, 1994 and March 31, 1995, who is reinstated to UCS service pursuant to applicable rules of the Chief Administrative Judge, shall have any sick leave credits which were a part of the 2,350 days restored to him/her.

The parties acknowledge that due to the change in the status of the Bank to one which requires participation unless the employee declines membership in writing, additional funding is necessary to ensure the Bank has sufficient credits for the membership. Therefore, the parties have agreed that for the period November, 2002, through March 31, 2004, any sick leave accrued and unused by employees who left the service of the UCS during such period shall be credited to the Bank up to a maximum of 2,140 days. Additionally, at the sole discretion of the Union, up to 2,000 hours of unused EOL time may be used for Bank funding. An employee who separated from service between November, 2002, and March 31, 2004, who is reinstated to UCS service pursuant to applicable rules of the Chief Administrative Judge, shall have any sick leave credits which were a part of the 2,140 days restored to him/her.

Eligibility for Bank Credits

1. To be eligible to make an application for Bank Credits, an employee member must be necessarily absent and have exhausted all sick leave, annual leave, compensatory time, overtime credits, pre-tour prep time and workers' compensation leave to which he/she may be entitled (if applicable).

2. To be eligible for a grant of Bank Credits, an employee must be necessarily absent and unable to perform the duties of his/her position (and have exhausted all accruals in accordance with #1, above). The applicant must have a reasonable expectation of returning to work within 229 workdays after the exhaustion of his/her personal leave accruals. Proper medical documentation will be required justifying the need for the employee's continued absence.

3. The maximum number of days which can be extended to a Bank member for any given illness, injury or disability shall be 229 days. If it is determined by the employee's medical practitioner that the employee will not be able to return to work and the employee has filed for ordinary or disability retirement benefits, Bank Credits totaling 130 days (including those Bank Credits previously used by the employee). Bank Credits may be extended to the employee at a full-time or half-time rate as determined by the Bank Committee. Bank Credits granted, but unexpended by an employee who retires under such circumstances, may be used by the employee for retirement service credit or to pay for health insurance in retirement.

4. Disability occasioned by pregnancy shall be treated as ordinary disability for the purpose of using Bank Credits. Bank Credits shall be available only during a period of actual disability as certified by appropriate medical documentation. Unless otherwise noted by medical documentation, a pregnant employee may be presumed to be actually disabled only for the period four weeks immediately prior to the expected date of delivery and a maximum of eight weeks following delivery.

5. Should an employee who received a grant of Bank Credits return to work at an earlier date than anticipated, the excess Bank Credits unused at the time of his/her return to work will be restored to the Bank.

Application for Bank Credits

Applications for Bank Credits are made on the form promulgated by the Committee and shall be submitted directly to the Deputy Director for Employee Relations of his/her designee. An employee requesting Bank Credits may submit his/her application at any time after the occurrence of the injury or the onset of the illness/disability; it is recommended that an employee submit an application at least 20 workdays (30 calendar days) before the employee's leave accruals are exhausted. THERE CAN BE NO RETROACTIVE GRANTS OF BANK CREDITS ABSENT EXTENUATING CIRCUMSTANCES AS DETERMINED IN THE SOLE DISCRETION OF THE COMMITTEE - AN EMPLOYEE MUST ENSURE THAT HIS/HER APPLICATION REACHES THE COMMITTEE PRIOR TO THE EXHAUSTION OF THEIR PERSONAL ACCRUALS. The date of postmark or the date of personal delivery to the Employee Relations Division is considered the date of submission. The Deputy Director for Employee Relations shall forward all applications to the Committee as soon as practicable after receipt of the request for Bank Credits.

A record of each application for Bank Credits shall be maintained in the Employee Relations Division in a confidential and secure setting. Only Committee members or their respective designees shall have access to such records. Provided, however, that for purposes of designating an employee's absences under FLMA, the administrative office where the employee is assigned may receive a copy of the medical certification.

NO EMPLOYEE IS GUARANTEED A GRANT OF BANK CREDITS. MEDICAL DOCUMENTATION SATISFACTORY TO THE COMMITTEE WILL BE REQUIRED FOR ANY AND ALL GRANTS OF BANK CREDITS. THE NATURE OF THE ILLNESS/ INJURY/DISABILITY, TOGETHER WITH THE PRESCRIBED TREATMENT AND PROGNOSIS FOR RETURN, IS REQUIRED FROM THE MEDICAL PRACTITIONER.

THERE SHALL BE NO GRANTS OF BANK CREDITS IN EXCESS OF THOSE ACTUALLY HELD IN THE BANK.

Review and Determination

Determinations by the Committee are based on the following criteria:

i) length of service;

ii) nature of the disability, including whether the disability prevents the employee from performing "light duty";

iii) there must be a reasonable expectation of the employee being able to return to duty within 180 workdays after Bank Credits are first granted as certified by proper medical documentation;

iv) attendance, whether or not the employee had been determined to have had a poor record of attendance by the final determination of discipline or the alternative disciplinary procedure for time and attendance infractions; and

v) the maximum number of days which can be granted to an employee is 229 days (at a full-time or part-time rate).

The two members of the Committee must concur that Bank Credits shall be granted. Once the request is approved by the Committee the designee of the Administrative Director shall send a letter to the employee notifying him/her of the approval or denial of his/her request. Copies of this letter shall be sent to the appropriate payroll and personnel units, the Executive Assistant, the employee's Unit Head or Chief Clerk (whichever is applicable) and each Committee member.

An employee denied Bank Credits may resubmit his/her application with additional medical documentation or an explanation in support of his/her request for Bank Credits for reconsideration by the Bank Committee. The decision to grant or deny Bank Credits, in whole or in part, is not grievable or otherwise reviewable.

A grant of Bank Credits does not require extension of any employment beyond the time at which it otherwise would terminate by operation of law, rule or regulation.

Medical Documentation

In addition to the medical documentation required with a Bank member's application, the Committee may periodically require that an employee who is receiving Bank Credits supply medical documentation satisfactory to the Committee supporting the need for his/her continued absence. The Committee also may request that the employee be examined by a physician selected by the UCS to determine the need for his/her continued absence. Failure by an employee to provide such documentation, or to submit to a scheduled examination, may result in immediate denial of further Bank Credits.

Any medical documentation received by the Committee will be maintained in the Employee Relations Division in a confidential and secure setting. This information will be made available only to the Committee members and their designees, and the employee's Administrative Office for the purpose of making determinations concerning an employee's eligibility for Bank Credits and designating FMLA.

Leave Accumulation

An employee who is charging Bank Credits for his/her absences will continue to earn annual and sick leave credits. Such accruals of annual leave shall be charged prior to the charging of Bank Credits. An employee receiving Bank Credits shall continue to earn and accrue sick leave credits for use upon his/her return to active UCS service. Accumulation of leave credits will not require extension of any employment beyond the time at which it would otherwise terminate by operation of law, rule or regulation or pursuant to Section 9.3(k), Incapacitated Employees, of the Agreement. Provided, however, that if an employee retires from State service due to illness, injury or other qualifying disability and he/she was using Bank Credits immediately prior to his/her retirement, any Bank Credits granted shall be restored to the Bank.

Continuation of Bank Program

The Bank will be continued unless the UCS and Union expressly agree to discontinue it. Any Bank Credits remaining in the Bank at the time the Bank is discontinued shall be restored, on a pro rata basis, to the accumulated sick leave credits of each employee who elected to participate in the Bank and at the time of the Bank's dissolution was still a member in the Bank.

APRIL 1, 2009 SALARY SCHEDULE

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum	1st Longevity	2nd Longevity
JG-501	1,127	19,326	20,453	21,580	22,707	23,834	24,961	26,088	27,215	28,342	29,469
JG-502	1,184	20,029	21,213	22,397	23,581	24,765	25,949	27,133	28,317	29,501	30,685
JG-503	1,236	21,039	22,275	23,511	24,747	25,983	27,219	28,455	29,691	30,927	32,163
JG-504	1,302	21,965	23,267	24,569	25,871	27,173	28,475	29,777	31,079	32,381	33,683
JG-505	1,378	22,951	24,329	25,707	27,085	28,463	29,841	31,219	32,597	33,975	35,353
JG-506	1,431	24,277	25,708	27,139	28,570	30,001	31,432	32,863	34,294	35,725	37,156
JG-507	1,493	25,673	27,166	28,659	30,152	31,645	33,138	34,631	36,124	37,617	39,110
JG-508	1,554	27,147	28,701	30,255	31,809	33,363	34,917	36,471	38,025	39,579	41,133
JG-509	1,632	28,661	30,293	31,925	33,557	35,189	36,821	38,453	40,085	41,717	43,349
JG-510	1,704	30,342	32,046	33,750	35,454	37,158	38,862	40,566	42,270	43,974	45,678
JG-511	1,783	32,159	33,942	35,725	37,508	39,291	41,074	42,857	44,640	46,423	48,206
JG-512	1,850	34,071	35,921	37,771	39,621	41,471	43,321	45,171	47,021	48,871	50,721
JG-513	1,937	36,087	38,024	39,961	41,898	43,835	45,772	47,709	49,646	51,583	53,520
JG-514	2,021	38,242	40,263	42,284	44,305	46,326	48,347	50,368	52,389	54,410	56,431
JG-515	2,104	40,512	42,616	44,720	46,824	48,928	51,032	53,136	55,240	57,344	59,448
JG-516	2,209	42,789	44,998	47,207	49,416	51,625	53,834	56,043	58,252	60,461	62,670
JG-517	2,321	45,225	47,546	49,867	52,188	54,509	56,830	59,151	61,472	63,793	66,114
JG-518	2,431	47,860	50,291	52,722	55,153	57,584	60,015	62,446	64,877	67,308	69,739
JG-519	2,543	50,505	53,048	55,591	58,134	60,677	63,220	65,763	68,306	70,849	73,392
JG-520	2,656	53,152	55,808	58,464	61,120	63,776	66,432	69,088	71,744	74,400	77,056
JG-521	2,770	56,057	58,827	61,597	64,367	67,137	69,907	72,677	75,447	78,217	80,987
JG-522	2,897	59,102	61,999	64,896	67,793	70,690	73,587	76,484	79,381	82,278	85,175
JG-523	3,014	62,343	65,357	68,371	71,385	74,399	77,413	80,427	83,441	86,455	89,469
JG-524	3,126	65,786	68,912	72,038	75,164	78,290	81,416	84,542	87,668	90,794	93,920
JG-525	3,264	69,507	72,771	76,035	79,299	82,563	85,827	89,091	92,355	95,619	98,883
JG-526	3,401	73,264	76,665	80,066	83,467	86,868	90,269	93,670	97,071	100,472	103,873
JG-527	3,515	77,414	80,929	84,444	87,959	91,474	94,989	98,504	102,019	105,534	109,049
JG-528	3,646	81,632	85,278	88,924	92,570	96,216	99,862	103,508	107,154	110,800	114,446
JG-529	3,787	86,060	89,847	93,634	97,421	101,208	104,995	108,782	112,569	116,356	120,143
JG-530	3,917	90,738	94,655	98,572	102,489	106,406	110,323	114,240	118,157	122,074	125,991
JG-531	4,049	95,768	99,817	103,866	107,915	111,964	116,013	120,062	124,111	128,160	132,209
JG-532	4,175	101,120	105,295	109,470	113,645	117,820	121,995	126,170	130,345	134,520	138,695
JG-533	4,305	106,845	111,150	115,455	119,760	124,065	128,370	132,675	136,980	141,285	145,590
JG-534	4,436	112,793	117,229	121,665	126,101	130,537	134,973	139,409	143,845	148,281	152,717
JG-535	4,558	118,915	123,473	128,031	132,589	137,147	141,705	146,263	150,821	155,379	159,937
JG-536	4,700	125,113	129,813	134,513	139,213	143,913	148,613	153,313	158,013	162,713	167,413
JG-537	4,821	132,011	136,832	141,653	146,474	151,295	156,116	160,937	165,758	170,579	175,400
JG-538		134,318									

APRIL 1, 2010 SALARY SCHEDULE

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum	1st Longevity	2nd Longevity
JG-501	1,172	20,100	21,272	22,444	23,616	24,788	25,960	27,132	28,304	29,476	30,648
JG-502	1,231	20,833	22,064	23,295	24,526	25,757	26,988	28,219	29,450	30,681	31,912
JG-503	1,285	21,884	23,169	24,454	25,739	27,024	28,309	29,594	30,879	32,164	33,449
JG-504	1,354	22,845	24,199	25,553	26,907	28,261	29,615	30,969	32,323	33,677	35,031
JG-505	1,433	23,870	25,303	26,736	28,169	29,602	31,035	32,468	33,901	35,334	36,767
JG-506	1,488	25,250	26,738	28,226	29,714	31,202	32,690	34,178	35,666	37,154	38,642
JG-507	1,553	26,698	28,251	29,804	31,357	32,910	34,463	36,016	37,569	39,122	40,675
JG-508	1,616	28,234	29,850	31,466	33,082	34,698	36,314	37,930	39,546	41,162	42,778
JG-509	1,697	29,810	31,507	33,204	34,901	36,598	38,295	39,992	41,689	43,386	45,083
JG-510	1,772	31,557	33,329	35,101	36,873	38,645	40,417	42,189	43,961	45,733	47,505
JG-511	1,854	33,448	35,302	37,156	39,010	40,864	42,718	44,572	46,426	48,280	50,134
JG-512	1,924	35,434	37,358	39,282	41,206	43,130	45,054	46,978	48,902	50,826	52,750
JG-513	2,014	37,534	39,548	41,562	43,576	45,590	47,604	49,618	51,632	53,646	55,660
JG-514	2,102	39,771	41,873	43,975	46,077	48,179	50,281	52,383	54,485	56,587	58,689
JG-515	2,188	42,134	44,322	46,510	48,698	50,886	53,074	55,262	57,450	59,638	61,826
JG-516	2,297	44,504	46,801	49,098	51,395	53,692	55,989	58,286	60,583	62,880	65,177
JG-517	2,414	47,033	49,447	51,861	54,275	56,689	59,103	61,517	63,931	66,345	68,759
JG-518	2,528	49,777	52,305	54,833	57,361	59,889	62,417	64,945	67,473	70,001	72,529
JG-519	2,645	52,524	55,169	57,814	60,459	63,104	65,749	68,394	71,039	73,684	76,329
JG-520	2,762	55,280	58,042	60,804	63,566	66,328	69,090	71,852	74,614	77,376	80,138
JG-521	2,881	58,298	61,179	64,060	66,941	69,822	72,703	75,584	78,465	81,346	84,227
JG-522	3,013	61,466	64,479	67,492	70,505	73,518	76,531	79,544	82,557	85,570	88,583
JG-523	3,135	64,834	67,969	71,104	74,239	77,374	80,509	83,644	86,779	89,914	93,049
JG-524	3,251	68,418	71,669	74,920	78,171	81,422	84,673	87,924	91,175	94,426	97,677
JG-525	3,395	72,285	75,680	79,075	82,470	85,865	89,260	92,655	96,050	99,445	102,840
JG-526	3,537	76,195	79,732	83,269	86,806	90,343	93,880	97,417	100,954	104,491	108,028
JG-527	3,656	80,508	84,164	87,820	91,476	95,132	98,788	102,444	106,100	109,756	113,412
JG-528	3,792	84,897	88,689	92,481	96,273	100,065	103,857	107,649	111,441	115,233	119,025
JG-529	3,938	89,506	93,444	97,382	101,320	105,258	109,196	113,134	117,072	121,010	124,948
JG-530	4,074	94,366	98,440	102,514	106,588	110,662	114,736	118,810	122,884	126,958	131,032
JG-531	4,211	99,599	103,810	108,021	112,232	116,443	120,654	124,865	129,076	133,287	137,498
JG-532	4,342	105,165	109,507	113,849	118,191	122,533	126,875	131,217	135,559	139,901	144,243
JG-533	4,477	111,121	115,598	120,075	124,552	129,029	133,506	137,983	142,460	146,937	151,414
JG-534	4,613	117,308	121,921	126,534	131,147	135,760	140,373	144,986	149,599	154,212	158,825
JG-535	4,740	123,674	128,414	133,154	137,894	142,634	147,374	152,114	156,854	161,594	166,334
JG-536	4,888	130,118	135,006	139,894	144,782	149,670	154,558	159,446	164,334	169,222	174,110
JG-537	5,014	137,291	142,305	147,319	152,333	157,347	162,361	167,375	172,389	177,403	182,417
JG-538		139,691									

APRIL 1, 2007 SALARY SCHEDULE

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum	1st Longevity	2nd Longevity
JG-501	1,062	18,218	19,280	20,342	21,404	22,466	23,528	24,590	25,652	26,714	27,776
JG-502	1,117	18,872	19,989	21,106	22,223	23,340	24,457	25,574	26,691	27,808	28,925
JG-503	1,165	19,831	20,996	22,161	23,326	24,491	25,656	26,821	27,986	29,151	30,316
JG-504	1,227	20,705	21,932	23,159	24,386	25,613	26,840	28,067	29,294	30,521	31,748
JG-505	1,299	21,632	22,931	24,230	25,529	26,828	28,127	29,426	30,725	32,024	33,323
JG-506	1,349	22,882	24,231	25,580	26,929	28,278	29,627	30,976	32,325	33,674	35,023
JG-507	1,407	24,200	25,607	27,014	28,421	29,828	31,235	32,642	34,049	35,456	36,863
JG-508	1,465	25,586	27,051	28,516	29,981	31,446	32,911	34,376	35,841	37,306	38,771
JG-509	1,538	27,017	28,555	30,093	31,631	33,169	34,707	36,245	37,783	39,321	40,859
JG-510	1,606	28,600	30,206	31,812	33,418	35,024	36,630	38,236	39,842	41,448	43,054
JG-511	1,681	30,309	31,990	33,671	35,352	37,033	38,714	40,395	42,076	43,757	45,438
JG-512	1,744	32,113	33,857	35,601	37,345	39,089	40,833	42,577	44,321	46,065	47,809
JG-513	1,826	34,014	35,840	37,666	39,492	41,318	43,144	44,970	46,796	48,622	50,448
JG-514	1,905	36,046	37,951	39,856	41,761	43,666	45,571	47,476	49,381	51,286	53,191
JG-515	1,983	38,187	40,170	42,153	44,136	46,119	48,102	50,085	52,068	54,051	56,034
JG-516	2,082	40,333	42,415	44,497	46,579	48,661	50,743	52,825	54,907	56,989	59,071
JG-517	2,187	42,633	44,820	47,007	49,194	51,381	53,568	55,755	57,942	60,129	62,316
JG-518	2,291	45,115	47,406	49,697	51,988	54,279	56,570	58,861	61,152	63,443	65,734
JG-519	2,397	47,605	50,002	52,399	54,796	57,193	59,590	61,987	64,384	66,781	69,178
JG-520	2,504	50,097	52,601	55,105	57,609	60,113	62,617	65,121	67,625	70,129	72,633
JG-521	2,611	52,838	55,449	58,060	60,671	63,282	65,893	68,504	71,115	73,726	76,337
JG-522	2,731	55,706	58,437	61,168	63,899	66,630	69,361	72,092	74,823	77,554	80,285
JG-523	2,841	58,763	61,604	64,445	67,286	70,127	72,968	75,809	78,650	81,491	84,332
JG-524	2,947	62,005	64,952	67,899	70,846	73,793	76,740	79,687	82,634	85,581	88,528
JG-525	3,077	65,514	68,591	71,668	74,745	77,822	80,899	83,976	87,053	90,130	93,207
JG-526	3,206	69,056	72,262	75,468	78,674	81,880	85,086	88,292	91,498	94,704	97,910
JG-527	3,314	72,964	76,278	79,592	82,906	86,220	89,534	92,848	96,162	99,476	102,790
JG-528	3,437	76,943	80,380	83,817	87,254	90,691	94,128	97,565	101,002	104,439	107,876
JG-529	3,570	81,116	84,686	88,256	91,826	95,396	98,966	102,536	106,106	109,676	113,246
JG-530	3,692	85,529	89,221	92,913	96,605	100,297	103,989	107,681	111,373	115,065	118,757
JG-531	3,817	90,267	94,084	97,901	101,718	105,535	109,352	113,169	116,986	120,803	124,620
JG-532	3,935	95,317	99,252	103,187	107,122	111,057	114,992	118,927	122,862	126,797	130,732
JG-533	4,058	100,710	104,768	108,826	112,884	116,942	121,000	125,058	129,116	133,174	137,232
JG-534	4,182	106,313	110,495	114,677	118,859	123,041	127,223	131,405	135,587	139,769	143,951
JG-535	4,296	112,091	116,387	120,683	124,979	129,275	133,571	137,867	142,163	146,459	150,755
JG-536	4,430	117,931	122,361	126,791	131,221	135,651	140,081	144,511	148,941	153,371	157,801
JG-537	4,545	124,427	128,972	133,517	138,062	142,607	147,152	151,697	156,242	160,787	165,332
JG-538		126,606									

APRIL 1, 2008 SALARY SCHEDULE

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum	1st Longevity	2nd Longevity
JG-501	1,094	18,764	19,858	20,952	22,046	23,140	24,234	25,328	26,422	27,516	28,610
JG-502	1,150	19,442	20,592	21,742	22,892	24,042	25,192	26,342	27,492	28,642	29,792
JG-503	1,200	20,426	21,626	22,826	24,026	25,226	26,426	27,626	28,826	30,026	31,226
JG-504	1,264	21,325	22,589	23,853	25,117	26,381	27,645	28,909	30,173	31,437	32,701
JG-505	1,338	22,281	23,619	24,957	26,295	27,633	28,971	30,309	31,647	32,985	34,323
JG-506	1,389	23,572	24,961	26,350	27,739	29,128	30,517	31,906	33,295	34,684	36,073
JG-507	1,449	24,928	26,377	27,826	29,275	30,724	32,173	33,622	35,071	36,520	37,969
JG-508	1,509	26,354	27,863	29,372	30,881	32,390	33,899	35,408	36,917	38,426	39,935
JG-509	1,584	27,829	29,413	30,997	32,581	34,165	35,749	37,333	38,917	40,501	42,085
JG-510	1,654	29,460	31,114	32,768	34,422	36,076	37,730	39,384	41,038	42,692	44,346
JG-511	1,731	31,222	32,953	34,684	36,415	38,146	39,877	41,608	43,339	45,070	46,801
JG-512	1,796	33,079	34,875	36,671	38,467	40,263	42,059	43,855	45,651	47,447	49,243
JG-513	1,881	35,033	36,914	38,795	40,676	42,557	44,438	46,319	48,200	50,081	51,962
JG-514	1,962	37,129	39,091	41,053	43,015	44,977	46,939	48,901	50,863	52,825	54,787
JG-515	2,043	39,330	41,373	43,416	45,459	47,502	49,545	51,588	53,631	55,674	57,717
JG-516	2,145	41,540	43,685	45,830	47,975	50,120	52,265	54,410	56,555	58,700	60,845
JG-517	2,253	43,910	46,163	48,416	50,669	52,922	55,175	57,428	59,681	61,934	64,187
JG-518	2,360	46,467	48,827	51,187	53,547	55,907	58,267	60,627	62,987	65,347	67,707
JG-519	2,469	49,033	51,502	53,971	56,440	58,909	61,378	63,847	66,316	68,785	71,254
JG-520	2,579	51,601	54,180	56,759	59,338	61,917	64,496	67,075	69,654	72,233	74,812
JG-521	2,689	54,426	57,115	59,804	62,493	65,182	67,871	70,560	73,249	75,938	78,627
JG-522	2,813	57,377	60,190	63,003	65,816	68,629	71,442	74,255	77,068	79,881	82,694
JG-523	2,926	60,528	63,454	66,380	69,306	72,232	75,158	78,084	81,010	83,936	86,862
JG-524	3,035	63,869	66,904	69,939	72,974	76,009	79,044	82,079	85,114	88,149	91,184
JG-525	3,169	67,482	70,651	73,820	76,989	80,158	83,327	86,496	89,665	92,834	96,003
JG-526	3,302	71,129	74,431	77,733	81,035	84,337	87,639	90,941	94,243	97,545	100,847
JG-527	3,413	75,156	78,569	81,982	85,395	88,808	92,221	95,634	99,047	102,460	105,873
JG-528	3,540	79,253	82,793	86,333	89,873	93,413	96,953	100,493	104,033	107,573	111,113
JG-529	3,677	83,551	87,228	90,905	94,582	98,259	101,936	105,613	109,290	112,967	116,644
JG-530	3,803	88,094	91,897	95,700	99,503	103,306	107,109	110,912	114,715	118,518	122,321
JG-531	3,931	92,979	96,910	100,841	104,772	108,703	112,634	116,565	120,496	124,427	128,358
JG-532	4,053	98,177	102,230	106,283	110,336	114,389	118,442	122,495	126,548	130,601	134,654
JG-533	4,180	103,730	107,910	112,090	116,270	120,450	124,630	128,810	132,990	137,170	141,350
JG-534	4,307	109,506	113,813	118,120	122,427	126,734	131,041	135,348	139,655	143,962	148,269
JG-535	4,425	115,453	119,878	124,303	128,728	133,153	137,578	142,003	146,428	150,853	155,278
JG-536	4,563	121,469	126,032	130,595	135,158	139,721	144,284	148,847	153,410	157,973	162,536
JG-537	4,681	128,163	132,844	137,525	142,206	146,887	151,568	156,249	160,930	165,611	170,292
JG-538		130,405									