

Highlights of the 2017-2020 CSEA/Unified Court System Agreement (Bold type equals new language and/or changed language)

Duration of Agreement

- **April 1, 2017 to March 31, 2020**

Compensation

Salary

- **2% general salary increase effective April 1, 2017**
- **2% general salary increase effective April 1, 2018**
- **2% general salary increase effective April 1, 2019**

Location Pay

The location differential payable to each employee (prorated for employees working less than full time) assigned to a workstation in the City of New York or Nassau, Suffolk, Rockland or Westchester County will be increased from \$3,697 as follows:

- **\$4,000 effective April 1, 2018**
- **\$4,100 effective October 1, 2018**
- **\$4,200 effective April 1, 2019**

The location differential payable to each employee (prorated for employees working less than full time) assigned to a workstation in Dutchess County, Putnam County or Orange County:

- **\$2,000 effective April 1, 2018**
- **\$2,050 effective October 1, 2018**
- **\$2,100 effective April 1, 2019**

Direct Deposit

Employees will no longer be able to receive a split check (partial direct deposit and partial paper check) upon ratification of this Agreement.

All employees covered by this Agreement shall be paid through direct deposit, unless they are currently receiving a paper check or transition to direct deposit.

Time and Leave

Attendance

The appropriate Administrator for the courts shall excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized volunteer firefighters, volunteer ambulance drivers **and search and rescue personnel who are members of any certified emergency response team.**

Annual Leave

Employees shall be allowed to charge two (2) days of annual leave for emergency circumstances, per calendar year.

Sick Leave

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 or **a medical appointment** of the employee's spouse; domestic partner, natural, foster or step: parent or child; or any relative residing with the employee.

Family Medical Leave

An employee who submits a WH-380-F form and is approved for leave pursuant to the Family and Medical Leave Act (FMLA) may charge approved FMLA caregiver absences during the FMLA period to accumulated sick leave using the UCS-48 Leave Form.

During a non-discretionary leave pursuant to the Family Medical Leave Act (FMLA), employees may charge their leave accruals at the half-time rate.

Workers' Compensation Benefit

Up to a maximum of 60 workdays of absences attributable to an authorized line of duty injury under Section 9.4(II) shall be forgiven during the two-year period required to qualify for promotion to NYS Court Officer, JG-19.

Jury Duty

Employees who are required to report to night jury duty shall be entitled to leave work at 3:00 p.m. without charge to leave accruals.

Bereavement Leave

Employees shall be allowed one day (seven work hours) of bereavement leave for a brother-in-law or sister-in-law.

In exceptional cases where the deceased is unavailable for burial or services **or when there is a delayed memorial service**, the appropriate Administrator for the Courts may, in their discretion, upon an employee's request, waive the requirement that bereavement leave be used immediately following the death.

Extraordinary Circumstances

Employees who are required to work when the court or facility where they report to work is closed due to extraordinary circumstances shall be credited with compensatory time for the time they worked. **(No longer a pilot program)**

Workweek

Permanent changes in employees' workweek or work schedule shall be made upon four weeks' (i.e. two pay periods) written notice to the Union; provided however, in the event of an unexpected change in staffing, permanent changes in employees' workweek or work schedule shall be made upon two weeks' written notice to the Union. The impact of permanent changes in employees' workweek or work schedule shall be subject to a demand for negotiations from the Union. Such demand shall not serve to delay implementation.

Early Release

If the THI Index reaches 80 or above, the appropriate Administrator for the Courts shall authorize dismissal of employees in courtrooms and offices that are non-air conditioned **or have improperly functioning air-conditioners** without charge to leave credits no later than 4:00 p.m. Additionally, should the indoor temperature in a courtroom or office fall below **60** degrees Fahrenheit and there is no functioning heat by 11:00 a.m., the appropriate Administrator for the Courts shall authorize the release of employees without charge to leave credits.

Overtime

Employees who work overtime on a Saturday, Sunday or non-Premium Pay Holiday shall be **paid for** a minimum of two hours.

When Christmas Day (December 25) or New Year's Day (January 1) falls on a Saturday or Sunday, employees shall receive Holiday-Premium Pay when actual overtime work performed is two hours or more, or if actual overtime work is less than two hours, shall receive four hours of overtime pay.

Compensatory Time Off

This program was scheduled to end on March 31, 2017. It will continue in the new Agreement with no end date.

Printing of Agreement

The State shall reimburse the Union for reasonable printing expenses to print copies of the Agreement up to \$7,000.

Uniform and Equipment Allowance

The Uniform and Equipment allowance for all employees with peace officer status required to wear a uniform will be increased from \$1,305 as follows:

- **\$1,390 – effective April 1, 2018 payable in equal parts in June and December**
- **\$1,440 – effective April 1, 2019 payable in equal parts in June and December**

The Uniform and Equipment allowance for all employees required by the State to wear a uniform who do not have peace officer status shall receive an annual uniform and equipment allowance, if eligible under Section 21.4, payable in equal parts in June and December of each year, as follows:

- **\$1,010 – effective 4/1/18**
- **\$1,060 – effective 4/1/19**

Employee Benefit Fund

The pro rata annual contributions from the State per active full time employee for remittance to the Employee Benefit Fund will increase as follows:

- **\$1,365 - effective 4/1/17**
- **\$1,390 - effective 4/1/18**
- **\$1,420 - effective 4/1/19**

The pro rata annual contributions from the State per active part-time employee for remittance to the Employee Benefit Fund will increase as follows:

- **\$682.50 – effective 4/1/17**
- **\$695.00 – effective 4/1/18**
- **\$710.00 – effective 4/1/1**

Welfare Fund

Upon execution of the Agreement the State shall provide the Union with a separate non-recurring, one time lump sum payment in the amount of \$1,250,000 to be used for education and benefit enhancement.

Personal History Folders

If an employee receives a statement concerning their work performance or conduct that is placed in their personal history folder, the employee has the right, but not the obligation, to answer any such statement filed and the answer shall be **attached to the statement**.

An employee shall be permitted to view their personal history folder twice a year upon request, and when an adverse personnel action is initiated against the employee by UCS. The view shall be in the presence of a designee of the UCS **and the Union if the employee so requests**, and held at such time as the UCS may prescribe, **but no later than five workdays after such request is made by the employee**.

Flexible Benefits Spending Program

The Dependent Care Advantage Account Program shall continue.

During the 2019 open enrollment period, the State shall institute a pilot program to provide an employer contribution to each Dependent Care Advantage Account enrollee for the 2020 calendar year in the same manner and subject to the same contribution formula as provided to Executive Branch employees represented by the Civil Service Employees Association, Inc.

The State will notify the Union by September 1, 2020 whether it will continue the pilot program during any interim period between the expiration date of this Agreement and the execution of a successor Agreement.

Court Reporter Production Standards

If a court reporter's equipment is damaged at the workplace and such damage is not a result of the court reporter's negligence, the State will pay the difference between the amount covered by the court reporter's insurance plan and the repair or replacement cost; provided, however, that any payment made by the State shall not exceed \$2,000 and shall be subject to receipt of satisfactory documentation.

A court reporter who receives the above payment shall not be entitled to receive reimbursement for property damage as provided under Article 36.

A court reporter who does not have an insurance plan may continue to seek reimbursement under Article 36.

Dress Code

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, which shall include a State-approved blazer with patch.

Effective 4/1/17, all active employees required to wear the State-approved blazer shall receive an annual maintenance allowance of \$925, payable in a separate check in equal parts in June and December of each year, if eligible under Section 34.4.

To be eligible for this allowance payable in June, 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.

To be eligible for this 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 June allowance upon return to duty.

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.

Upon ratification of the Agreement, active employees on a list provided by UCS will receive a one-time lump sum payment that represents the equivalent of maintenance allowances between the period beginning December 2014 and ending December 2016 that these employees would have been eligible for subject to the title eligibility requirements under Section 34.4 of the Agreement.

Seniority

When the State determines to create a new work schedule (shift), such assignment shall be made based on seniority among employees assigned to the same work location in a court or court-related agency. **For purposes of this Section, the term “work location” shall mean any location[s] which comprise a single unit for the assignment of annual leave.**

Leave During Court Recess (Side Letter)

During the 2017, 2018, and 2019 court recess periods, employees may report to work for up to two (2) days and shall not be required to charge leave credits for the days worked.

SOS Differential (Side Letter)

The SOS Differential for a limited class of named employees who hold the title Senior Court Officer or New York State Court Officer –Sergeant and are eligible under the terms of the Side Letter shall be increased from \$2,751 as follows:

- **\$2,919 – effective April 1, 2017**
- **\$2,977 – effective April 1, 2018**
- **\$3,037 – effective April 1, 2019**

Economic Benefit (Side Letter)

UCS has agreed to extend any new or enhanced economic benefits beyond the agreed to economic package to any of its unions during the 2017-2020 time period, if a successor agreement is reached with any Court system union that provides, in addition to the aforementioned benefits, new or enhanced economic benefits applicable to its members during the 2017-2020 time period, such benefits shall be extended to all Association members subject to the identical terms reached, regardless of geographic location.