

**A G R E E M E N T**

**between the**

**STATE OF NEW YORK-  
UNIFIED COURT SYSTEM**

**and**

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

**2021-2026**

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

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## **AGREEMENT**

Agreement made by and between the State of New York-Unified Court System (hereafter referred to as “State” or “Unified Court System”) 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**

### **A. 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 ensure 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:

2.2(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.

2.2(b) To promote fair and reasonable working conditions.

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

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

2.2(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.**

4.3(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 ("PERB"), 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.



4.3(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, subject to the consent of the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts, provided, that there is no extraordinary expense incurred by the State in the furnishing of such space, and written or verbal 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 with the consent of the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts. Any such arrangements shall ensure 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 (“EOL”) 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:

4.7(a) The Union shall designate at least quarterly, in writing, those employees who are authorized to take EOL. The Deputy Director for Labor Relations shall maintain a list of those employees who are authorized to use EOL and maintain the EOL balance of hours.

4.7(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):

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

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

4.7(b)(3) To meet or confer with the Chief Administrative Judge’s designee 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 or his/her designee.

4.7(b)(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.

4.7(b)(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.

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

4.7(b)(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.

4.7(b)(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).

4.7(b)(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.

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

4.7(b)(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 EOL for delegate meetings, workshops, training programs and Judiciary workshops, including reasonable travel time for all such meetings. Under special circumstances and upon advance request, additional EOL for additional meetings may be granted by the Deputy Director for Labor Relations.

4.7(b)(12) Each State employee member of CSEA's State Executive Committee or Board of Directors shall be granted a reasonable amount of EOL 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.

4.7(b)(13) No more than ten State employee members of CSEA standing, ad hoc and special committees shall be granted a reasonable amount of EOL 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 the committees which will be operative for the forthcoming year and therefore eligible for leave in accordance with this paragraph.

4.7(b)(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.

4.7(b)(15) Up to fifteen State employees shall be granted a reasonable amount of EOL for the biennial AFSCME convention.

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

4.7(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.

4.7(d) Individuals duly designated and authorized in writing by the Union shall be granted EOL for time actually spent performing appropriate employee relations functions as specified in Section 4.7(b), provided that 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 unused time shall be carried over from one fiscal year to the next. If EOL 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 shall be 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 EOL 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 EOL 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 EOL time for such appropriate employee relations functions, the State shall use its best efforts to accommodate authorized requests for EOL.

## **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.**

7.3(a) The State shall continue to utilize a performance evaluation system for all employees. All annual increments and Longevity Payments 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 annual increment normally due under Section 37(4) of the Judiciary Law and provided for in this Agreement or Longevity Payment under Section 7.10 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 annual increments or Longevity Payments in future years, if eligible.

7.3(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, 2021, or on a different day of the biweekly period for administrative convenience as provided for in Sections 44 and 200(1) of the State Finance Law, each graded employee eligible for an increment pursuant to Section 37 of the Judiciary Law whose performance is rated higher than unsatisfactory, shall receive such increment based on the salary schedule in effect on March 31, 2021, added to basic annual salary. An employee must have served the equivalent of 120 full-workdays in the fiscal year to receive such increment.

7.4(b) Effective April 1, 2021, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic

annual salary of each employee will be increased by 2% or \$1,000, whichever is greater. Such percentage increase shall be added to the salary schedule.

7.5(a) Effective April 1, 2022, or on a different day of the biweekly period for administrative convenience as provided for in Sections 44 and 200(1) of the State Finance Law, each graded employee eligible for an increment pursuant to Section 37 of the Judiciary Law whose performance is rated higher than unsatisfactory, shall receive such increment based on the salary schedule in effect on March 31, 2022, 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, 2022, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of each employee will be increased by 2% or \$1,000, whichever is greater. Such percentage increase shall be added to the salary schedule.

7.6 Each employee who is in active status upon ratification of this agreement, shall receive a one-time lump sum payment of \$3,000 (prorated for employees working less than full time at the time of payment), which shall not be part of basic annual salary but shall be pensionable.

7.7(a) Effective April 1, 2023, or on a different day of the biweekly period for administrative convenience as provided for in Sections 44 and 200(1) of the State Finance Law, each graded employee eligible for an increment pursuant to Section 37 of the Judiciary Law whose performance is rated higher than unsatisfactory, shall receive such increment based on the salary schedule in effect on March 31, 2023, added to basic annual salary. An employee must have served the equivalent of 120 full workdays in the fiscal year to receive such increment.

7.7(b) Effective April 1, 2023, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of each employee will be increased by 3%. Such percentage increase shall be added to the salary schedule.



7.8(a) Effective April 1, 2024, or on a different day of the biweekly period for administrative convenience as provided for in Sections 44 and 200(1) of the State Finance Law, each graded employee eligible for an increment pursuant to Section 37 of the Judiciary Law whose performance is rated higher than unsatisfactory, shall receive such increment based on the salary schedule in effect on March 31, 2024, added to basic annual salary. An employee must have served the equivalent of 120 full workdays in the fiscal year to receive such increment.

7.8(b) Effective April 1, 2024, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of each employee will be increased by 3%. Such percentage increase shall be added to the salary schedule.

7.9(a) Effective April 1, 2025, or on a different day of the biweekly period for administrative convenience as provided for in Sections 44 and 200(1) of the State Finance Law, each graded employee eligible for an increment pursuant to Section 37 of the Judiciary Law whose performance is rated higher than unsatisfactory, shall receive such increment based on the salary schedule in effect on March 31, 2025, added to basic annual salary. An employee must have served the equivalent of 120 full workdays in the fiscal year to receive such increment.

7.9(b) Effective April 1, 2025, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of each employee will be increased by 3%. Such percentage increase shall be added to the salary schedule.

#### **7.10 Longevity.**

7.10(1) Effective April 1, 2022, an employee who has completed four (4) years or more of continuous service at a basic annual salary rate equal to or higher than the maximum rate of the employee's salary grade, who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, and whose performance is rated at higher than unsatisfactory, shall be eligible to receive an annual Longevity Payment in the amount of \$2,400 (prorated for

employees working less than full time at the time of payment). The Longevity Payment shall be a lump sum payment that is not be added to basic annual salary but shall be pensionable. Employees otherwise eligible to receive a Longevity Payment who, on the eligibility date, are on an authorized leave of absence without pay shall, if they return to active payroll status within one year of the eligibility date, be eligible for such payment in full if in full-time status immediately prior to such leave or shall be eligible for a pro rata share of such payment if in part-time status immediately prior to such leave.

7.10(2) Effective April 1, 2022, an employee who has completed eight (8) years or more of continuous service at a basic annual salary rate equal to or higher than the maximum rate of the employee's salary grade, who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, and whose performance is rated at higher than unsatisfactory, shall be eligible to receive an annual Longevity Payment in the amount of \$4,900 (prorated for employees working less than full time at the time of payment). The Longevity Payment shall be a lump sum payment that is not be added to basic annual salary but shall be pensionable. Employees otherwise eligible to receive a Longevity Payment who, on the eligibility date, are on an authorized leave of absence without pay shall, if they return to active payroll status within one year of the eligibility date, be eligible for such payment in full if in full-time status immediately prior to such leave or shall be eligible for a pro rata share of such payment if in part-time status immediately prior to such leave.

7.10(3) Effective April 1, 2022, an employee who has completed thirteen (13) years or more of continuous service at a basic annual salary rate equal to or higher than the maximum rate of the employee's salary grade, who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, and whose performance is rated at higher than unsatisfactory, shall be eligible to receive an annual Longevity Payment in the amount of \$6,900 (prorated for employees working less than full time at the time of payment). The Longevity Payment shall be a lump sum payment that is not be added to basic annual salary but shall be

pensionable. Employees otherwise eligible to receive a Longevity Payment who, on the eligibility date, are on an authorized leave of absence without pay shall, if they return to active payroll status within one year of the eligibility date, be eligible for such payment in full if in full-time status immediately prior to such leave or shall be eligible for a pro rata share of such payment if in part-time status immediately prior to such leave.

7.10(4) Effective April 1, 2023, employees shall be eligible for “Additional Increment”, as set forth in Judiciary Law 37(3) and the “Longevity Payments” made effective April 1, 2016 [and described above] shall no longer be available/applicable to any employee except to the extent set forth below:

7.10(4)(a) Employees that, as of April 1, 2023, were first eligible to receive and/or were already receiving the 8-year Longevity Payment shall be entitled to receive and/or continue to receive such 8-year Longevity Payment through March 31, 2026 regardless of how many years of service beyond maximum for the salary grade the employee may acquire prior to such date, i.e., employees receiving the 8-year Longevity Payment as of April 1, 2023 shall not become eligible to receive the 13-year Longevity Payment in the future.

7.10(4)(a)(i) Effective April 1, 2023, an employee who has completed eight (8) years or more of continuous service at a basic annual salary rate equal to or higher than the maximum rate of the employee’s salary grade, who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, and whose performance is rated at higher than unsatisfactory, shall be eligible to receive an annual Longevity Payment in the amount of \$5,050 (prorated for employees working less than full time at the time of payment).

7.10(4)(a)(ii) Effective April 1, 2024, employees eligible for this Longevity Payment, as set forth above, shall receive \$5,200 (prorated for employees working less than full time at the time of payment).

7.10(4)(a)(iii) Effective April 1, 2025, employees eligible for this Longevity Payment, as set forth above, shall receive \$5,355 (prorated for employees working less than full time at the time of payment).

7.10(4)(b) Employees that, as of April 1, 2023, were first eligible to receive and/or already receiving the 13-year Longevity Payment shall be entitled to receive and/or continue to receive such 13-year Longevity Payment through March 31, 2026. The 13-year Longevity Payment shall be \$6,900 (prorated for employees working less than full time at the time of payment).

7.10(4)(c) The Longevity Payment is a lump sum payment that is not added to basic annual salary but shall be pensionable. Employees otherwise eligible to receive a Longevity Payment who, on the eligibility date, are on an authorized leave of absence without pay shall, if they return to active payroll status within one year of the eligibility date, be eligible for such payment in full if in full-time status immediately prior to such leave or shall be eligible for a pro rata share of such payment if in part-time status immediately prior to such leave.

7.10(5) Placement on the April 1, 2023 salary schedule. Effective April 1, 2023, employees shall be placed on the April 1, 2023 salary schedule for their salary grade in accordance with their years of continuous service in their grade, e.g., Hiring Rate, 1st Year, 2nd Year, 3rd Year, 4th Year, 5th Year, 6th Year, Maximum, 1st Longevity, 2nd Longevity, inclusive of any annual increment they would otherwise be entitled to pursuant to Section 7.7(a), above. For purposes of illustration, only:

- an employee who, on March 31, 2023 was placed at the “3rd Year” of the April 1, 2022 salary schedule, has served the equivalent of 120 workdays between April 1, 2022 and March 31, 2023 and whose performance was rated higher than unsatisfactory, shall be placed on “4th Year” of the April 1, 2023 salary schedule;
- an employee who, on March 31, 2023, has 4 years’ continuous service at a basic annual salary rate equal to or higher than the maximum rate of the employee’s salary grade, has served the equivalent of 120 workdays between April 1, 2022 and March 31, 2023 and whose performance was rated higher than unsatisfactory, shall be placed on “1st Longevity” of the April 1, 2023 salary schedule;
- an employee who, on March 31, 2023, has 8 years’ continuous service at a basic annual salary rate equal to or higher than the maximum rate of the employee’s salary grade, has served the equivalent of 120 workdays between April 1, 2022 and March 31, 2023 and whose performance was rated higher than unsatisfactory, shall be placed on “2nd Longevity” of the April 1, 2023 salary schedule.

7.10(6) Effective April 1, 2023, employees shall be eligible to receive “Longevity Bonuses” as set forth below. For purposes of this Section, employees continuing to receive a Longevity Payment as described in 7.10(4) above shall be ineligible to receive a Longevity Bonus through March 31, 2026.

7.10(6)(a) Effective April 1, 2023, 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 \$2,270 (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 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(6)(b) Effective April 1, 2023, 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 \$2,370 (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(6)(c) Effective April 1, 2023, 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 \$2,475 (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(6)(d) Effective April 1, 2024, 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 \$2,340 (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 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(6)(e) Effective April 1, 2024, 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 \$2,440 (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(6)(f) Effective April 1, 2024, 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 \$2,550 (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(6)(g) Effective April 1, 2025, and each year thereafter, 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 \$2,410 (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 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(6)(h) Effective April 1, 2025, and each year thereafter, 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 \$2,515 (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(6)(i) Effective April 1, 2025, and each year thereafter, 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 \$2,630 (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.

#### **7.11 Location Pay.**

The location differential in effect on March 31, 2021 shall remain in effect except as modified below.

7.11(a) The location differential in effect on April 1, 2022, payable to each employee assigned to a workstation in the City of New York or Nassau, Suffolk, Rockland or Westchester County shall remain in effect except as modified below. Employees assigned to a workstation in Monroe County who, on March 31, 1985, received a \$200 per annum differential, shall continue to receive such location differential in the amount of \$200 per annum so long as they continue to



be assigned to a workstation in Monroe County. Employees assigned to a workstation in Monroe County on April 1, 1985, shall not be entitled to receive a location differential.

7.11(b)(1) Effective April 1, 2022, the State shall pay, in addition to basic annual salary, a location differential of \$4,500 per annum (prorated for employees working less than full time) to each employee assigned to a workstation within an eligible geographic area excluding Monroe County, Dutchess County, Putnam County or Orange County.

7.11(b)(2) Effective April 1, 2022, the State shall pay, in addition to basic annual salary, a location differential of \$2,250 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.

7.11(c)(1) Effective April 1, 2023, the State shall pay, in addition to basic annual salary, a location differential of \$4,635 per annum (prorated for employees working less than full time) to each employee assigned to a workstation within an eligible geographic area excluding Monroe County, Dutchess County, Putnam County or Orange County.

7.11(c)(2) Effective April 1, 2023, the State shall pay, in addition to basic annual salary, a location differential of \$2,318 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.

7.11(d)(1) Effective April 1, 2024, the State shall pay, in addition to basic annual salary, a location differential of \$4,775 per annum (prorated for employees working less than full time) to each employee assigned to a workstation within an eligible geographic area excluding Monroe County, Dutchess County, Putnam County or Orange County.

7.11(d)(2) Effective April 1, 2024, the State shall pay, in addition to basic annual salary, a location differential of \$2,388 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.

7.11(e)(1) Effective April 1, 2025, and each year thereafter, the State shall pay, in addition to basic annual salary, a location differential of \$4,920 per annum (prorated for employees working

less than full time) to each employee assigned to a workstation within an eligible geographic area excluding Monroe County, Dutchess County, Putnam County or Orange County.

7.11(e)(2) Effective April 1, 2025, and each year thereafter, the State shall pay, in addition to basic annual salary, a location differential of \$2,460 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.

**7.12 Direct Deposit.**

All employees covered by this Agreement shall be paid through the New York State-Electronic Funds Transfer Program (Direct Deposit). An employee who does not have a bank account and, therefore, cannot participate in Direct Deposit shall be required to sign the agreed-upon acknowledgement form.

**7.13 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.

**7.14 Security and Law Enforcement Differential (SLED).**

The SLED payment in effect on March 31, 2021 shall remain in effect except as modified below.

7.14(a) Effective April 1, 2022, an eligible uniformed officer holding a title in the Security Series, shall receive an annual payment of \$800 (prorated for employees working less than full time) which shall not be added to basic annual salary but shall be pensionable.

7.14(b) Effective April 1, 2023, an eligible uniformed officer holding a title in the Security Series, shall receive an annual payment of \$825 (prorated for employees working less than full time) which shall not be added to basic annual salary but shall be pensionable.

7.14(c) Effective April 1, 2024, an eligible uniformed officer holding a title in the Security Series, shall receive an annual payment of \$850 (prorated for employees working less than full time) which shall not be added to basic annual salary but shall be pensionable.

7.14(d) Effective April 1, 2025, and each year thereafter, an eligible uniformed officer holding a title in the Security Series, shall receive an annual payment of \$875 (prorated for employees working less than full time) which shall not be added to basic annual salary but shall be pensionable.

7.15(a) Eligibility for the SLED payment is determined each year. In order to receive a SLED payment, a uniformed officer [excluding NYS Court Officer-Trainees] must: (a) be in a Security Series title on April 1; (b) have served 120 workdays in a title in the Security Series in the fiscal year for which eligibility is being determined; and (c) have received a performance rating higher than unsatisfactory.

7.15(b) Court Officer Trainees are eligible to receive an initial SLED payment provided they have at least one year of continuous service on or before October 1st in the fiscal year for which eligibility is being determined. Thereafter, eligibility will be determined as set in Section 7.15(a) above.

## **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 Productivity Enhancement Program.** Effective January 1, 2023, employees holding graded positions at or below JG-16 may exchange either four days (28 hours) of annual leave for a credit up to \$800 or eight days (56 hours) of annual leave for credit up to \$1,600. Employees at grade JG-17 up to and including JG-23 may exchange either two days (14 hours) of annual leave for credit up to \$800 or four days (28 hours) of annual leave for credit up to \$1,600. Such credit shall be used to defray the cost of New York State Health Insurance Program (NYSHIP) premiums on a bi-weekly basis. Election to participate in this program must be made in accordance with the rules established by the New York State Department of Civil Service and such election must take place by November of the calendar year preceding the covered year. Eligibility is limited to employees who will have a minimum balance of eight days (56 hours) after the forfeiture is taken. This program shall be in effect for the term of this Agreement and is subject to continuation at the sole discretion of the New York State Department of Civil Service.

## **ARTICLE 9**

### **TIME AND LEAVE**

9.1(a)(1) **Attendance.** The transition to a uniform automated computer-based system for the maintenance and submission of time and attendance records has been completed. While the transition has been completed, nothing herein prevents the Unified Court System from transitioning to a comparable system in the future. The impact of any such transition shall be subject to a demand by the Union for negotiations. A demand by the Union for negotiations shall not, however, serve to delay or otherwise bar transition/implementation.

9.1(a)(2) **Overtime Eligible Employees.** The Kronos system has been configured to register an overtime eligible employee's presence for his/her scheduled shift in the following manner: The system will register a swipe within the scheduled start of an employee's shift to five minutes after and reflect that the employee was present at the start of the shift and between 15 minutes prior to the scheduled start of an employee's shift to the scheduled start of the shift and reflect that the employee was present at the start of the shift. Similarly, a swipe within 15 minutes

preceding the scheduled end of an employee's shift will reflect that the employee worked until the end of his/her shift. This will provide the same flexibility presently available to overtime eligible employees when they are not approved to work overtime and choose to swipe within 15 minutes before and after their shift starts and ends. Specific information captured concerning the time a swipe registers, within the parameters detailed above, will not be used by management as the sole basis for raising a concern about an employee's presence at the beginning or end of the employee's shift.

9.1(a)(3) **Meal Period.** Employees shall not be required to swipe in or out for their meal period during their scheduled shift.

9.1(a)(4) **Appointments During the Employee's Scheduled Shift.** When an employee is excused from work for an appointment and is expected to return to work before the end of his/her shift, the employee shall not be required to swipe out for the appointment or in upon the employee's return to work. This does not impact in any way upon the rules and procedures set forth in Article 9 that set the requirements for use of leave time for appointments during the workday.

9.1(a)(5) **Meal Period and Overtime.** When an employee works overtime on a day the employee is not scheduled to work his/her regular shift, a meal period will not be assumed and automatically deducted. Rather, the employee will be paid for overtime hours worked.

9.1(a)(6) **Overtime Ineligible Employees.** Overtime ineligible employees, as defined in Section 10.3 of this Agreement, shall not be required to swipe for timekeeping purposes.

9.1(b) **Tardiness.**

9.1(b)(1) The Chief Administrative Judge 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.

9.1(b)(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 (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts in the trial courts.

9.1(b)(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.

9.1(c) The (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts in the trial 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. 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.**

9.2(a) **Accruing Annual Leave.** 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.

9.2(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.

9.2(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.

9.2(d) **Maximum Accumulation.** 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 (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts 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.

9.2(e)(i) **Use of Annual Leave.** The time at which annual leave may be drawn by an employee shall be subject to the prior approval of the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts. Notwithstanding the foregoing, employees shall be allowed to charge the equivalent of two (2) days of annual leave for emergency circumstances, per calendar year, which time may be charged in such amounts as may be needed by the employee, i.e., not required to use in full-day increments. Such approval shall not be unreasonably denied.

9.2(e)(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.

9.2(e)(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.

9.2(e)(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.

9.2(e)(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.

9.2(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.



9.2(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 Chief Administrative Judge 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.

9.2(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.

9.2(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).

9.2(j) Employees entering the service of the Unified Court System shall be entitled to accrue annual leave from their initial date of hire.

9.2(k) **Court Recess.** 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 or compensatory time in each fiscal year.

### 9.3 Sick Leave.

9.3(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.

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

during a time of illness or a medical appointment. Sick leave used for this purpose shall be charged separately as part of uniform time and attendance procedures.

**9.3(a)(iii) Sick Leave Use During FMLA Caregiver 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. Sick leave charged during the FMLA period shall not be counted towards the 25 days set forth in Section 9.3(a)(iii), i.e., these 25 “family sick leave” days remain available for the employee’s use before and/or after the FMLA period.

**9.3(b)(1) Accruing Sick Leave.** Employees shall earn sick leave credits at the rate of one-half day per biweekly pay period. 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.

**9.3(b)(2) Use of Sick Leave Accruals for Retirement.** 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.

**9.3(c) Call-In Procedures.** 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 (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts, may require earlier notification, but not earlier than two hours prior to the beginning of the employee's workday.

9.3(d) **Proof of Illness.** Before absence for personal illness may be charged against accumulated sick leave credits, the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts, 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 (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts, 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 (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts, 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.

9.3(e) **Returning to Work.** The (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts, may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to submit the Health Care Provider Certification for Employee's Return to Work form, and any other forms currently in use (Estimated Capabilities Form and Duties Assessment Form for Court Officers) prior to the employee's return to work to establish that the employee is not disabled from the performance of the employee's normal duties

and that the employee's return to duty will not jeopardize the health of other employees. If the medical reports provided by the employee are deemed insufficient, the employee will be notified within five workdays and asked to provide additional medical. If the employee does not provide additional medical or the medical provided is deemed insufficient, the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, will make a determination within five work days from the date of receipt of the additional medical as to whether the employee will be examined, at the expense of the State, by a physician designated by the State, to establish if the employee is able to perform his/her normal duties and if the employee's return to duty will not jeopardize the health of other employees. The examination shall be scheduled within twenty workdays after a determination is made by the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, to send the employee to be examined by a State physician. If it is determined that the employee needs to be examined by a specialist including a psychiatrist, this examination shall be scheduled within twenty workdays from the date the employee is examined by the State physician. A failure by the State to meet the time frames provided in this Section shall not be deemed as authorizing an employee to return to work.

**9.3(f) Sick Leave for Doctor's Appointments.** 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 (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts, may be charged against accumulated sick leave credits. Proof of such visit for such

absence, satisfactory to the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts may be required.

**9.3(g) Transfers and Reinstatements.** 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.

**9.3(h) Incapacitated Employees.**

9.3(h)(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 (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, 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.

9.3(h)(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 the: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge

(Courts Within and Outside New York City) in the trial courts and the Court of Claims, 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.

9.3(h)(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: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, and his/her position may be filled by a permanent appointment.

9.3(h)(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: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims and his/her position may be filled by a permanent appointment.

9.3(h)(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.

9.3(h)(6)(a) Absent exceptional circumstances, prior to being placed on leave pursuant to Section 9.3(h)(2) or 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: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, 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.

9.3(h)(6)(b) Upon receipt of such request, the: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, 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: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, as provided in Section 9.3(h)(6)(c).

9.3(h)(6)(c) A hearing shall be held by a hearing officer designated for that purpose by the: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims. The hearing officer shall be vested with all the powers of the: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, and shall make a record of the hearing which shall, with his/her recommendation, be referred to the: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, 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: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, 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.

9.3(h)(6)(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.

9.3(h)(7) An employee on leave pursuant to Section 9.3(h)(2) or 9.3(h)(3) may, within one year of the commencement of such leave, make application to the: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, 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 9.3(h)(4), may, within one year after the termination of his/her disability, make application to the: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, 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 workload 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.

9.3(h)(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.

9.3(h)(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).

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

9.3(j) **Sick Leave: Verified Illness.** 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.

9.3(k) **Use of Accruals at Half-Time During FMLA Leaves.** During a non-discretionary leave pursuant to the FMLA for their own serious health condition, employees may charge their leave accruals at the half-time rate. During a caregiver leave pursuant to the FMLA, employees may charge their sick leave accruals at the half-time rate.

#### **9.4 Workers' Compensation Leave.**

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

9.4(I)(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.

9.4(I)(1)(b) A workers' compensation injury shall mean any occupational injury, disease or condition found compensable as defined in the Workers' Compensation Law.

9.4(I)(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.

9.4(I)(2)(b) An employee necessarily absent for less than a full day in connection with a workers' compensation injury as defined in 9.4(I)(1)(b) due to therapy, a doctor's appointment, or other required continuing treatment, may charge accrued leave for said absences.

9.4(I)(2)(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(I)(2)(a) above.

9.4(I)(3) An employee required to serve a waiting period pursuant to subsection (I)(2)(a) above 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.

9.4(I)(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.

9.4(I)(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, and accrual of annual 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.

9.4(I)(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.

9.4(I)(6)(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.

9.4(I)(6)(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(I)(5) for the period covered by the award not to exceed 12 months per injury.

9.4(I)(6)(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.

9.4(I)(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/Union Agreement.

9.4(I)(7)(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/Union Agreement.

9.4(I)(7)(c) If the date of the disabling incident is on or after September 10, 1992, the benefits available shall be as provided herein.

9.4(I)(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:

9.4(I)(8)(a)(1) An employee's level of disability must be classified as 50 percent or less disabled by the State Insurance Fund.

9.4(I)(8)(a)(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.

9.4(I)(8)(a)(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.

9.4(I)(8)(a)(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.

9.4(I)(8)(a)(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.

9.4(I)(8)(a)(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(I)(8)(a)(2) above, for up to 45 calendar days.

9.4(I)(9)(a) The State and Union 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.

9.4(I)(9)(b) With respect to the issue of costs or savings mentioned above, the committee shall report its findings on or before October 1, 1998.

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

#### **9.4(II) Uniformed Personnel Injured In The Line of Duty**

9.4(II)(a) A uniformed employee necessarily absent from work because of an occupational injury or disease as defined under the Workers' Compensation Law, and incurred in the line of duty, shall be granted leave from his/her position for the period of absence necessitated by such

injury in accordance with the provisions of this Section. For purposes of this Section, a line of duty injury: shall include any injury caused by an accident while driving a motor vehicle in the course of providing judicial protection; while providing courier service or while making bank deposits; incurred through the administration of Naloxone (Narcan); incurred through an assault to the employee; suffered by the employee while guarding a prisoner, including, but not limited to, an injury suffered by the employee while transporting a prisoner; incurred while in the pursuit of a criminal; incurred in the course of training, including but not limited to firearms training, training at the Court Officers Academy or in the course of other training, practice at the firing range and OC, baton training; incurred while coming to the aid of an employee or member of the public; incurred in response to an emergency; or an occupational disease that is contracted arising out of contact with a defendant. Notwithstanding the above, a line of duty injury shall not include injuries incurred by a New York State Court Officer-Trainee in the Court Officers Academy for recruit training unless the injury is the result of a firearms discharge at firearms training or as a result of defensive tactics training.

9.4(II)(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.

9.4(II)(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:

9.4(II)(c)(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;

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

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

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

9.4(II)(c)(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;

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

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

9.4(II)(c)(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;

9.4(II)(c)(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,

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

9.4(II)(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.

9.4(II)(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.



9.4(II)(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.

9.4(II)(g) The Deputy Director for Labor Relations or his/her designee may, at approximately the 10<sup>th</sup> 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 12<sup>th</sup> 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 12<sup>th</sup> month of such leave, he/she shall not be eligible for the additional leave provided under Section 9.4(II)(i).

9.4(II)(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 12<sup>th</sup> 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 12<sup>th</sup> month of such leave, he/she shall not be eligible for the additional leave provided under Section 9.4(II)(i).

9.4(II)(i) If an employee has applied for disability retirement under subsections (II)(g) or (II)(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.

9.4(II)(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.

9.4(II)(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.

9.4(II)(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.

9.4(II)(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.

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

**9.4(II)(o) Workers' Compensation Leave—Assaultive Circumstances.** The State shall grant leave pursuant to Section 9.4(II) to non-uniformed employees who are assaulted and injured

in line-of-duty incidents, as defined in Section 9.4(II)(a), and who otherwise qualify for workers' compensation benefits.

**9.4(III) NYS Court Officer-Trainee: Absence During Traineeship.**

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).

**9.4(IV) 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.**

**9.5(a) Leave for Subpoenaed Appearance and Jury Attendance.** Upon application to the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, 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 who are required to report to night jury duty shall be entitled to leave work at 3:00 p.m. without charge to leave credits.

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.

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

9.5(b)(1) 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 (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts.

9.5(b)(2) Upon application to the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, together with proof satisfactory to the State, employees registered to take the New York State Bar examination shall be allowed two days leave with pay to take the Bar examination and, if necessary, one day leave with pay to review the results of such examination.

**9.5(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.

9.5(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.

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

9.5(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 (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts 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.

9.5(g) **Bereavement Leave.**

9.5(g)(1) Leave shall be allowed immediately following death as set forth below:

(i) 4 Days:

- employee's spouse or domestic partner
- employee's natural, foster or step: parent; child; brother or sister
- the natural, foster or stepchild of the employee's domestic partner
- employee's father-in-law or mother-in-law

- parent or stepparent of the employee's domestic partner
- employee's grandparent or grandchild
- any relative residing with the employee
- an individual for whom the employee has been the primary caregiver.

(ii) 2 Days:

- employee's son-in-law or daughter-in-law
- son-in-law or daughter-in-law of the employee's domestic partner

(iii) 1 Day:

- employee's brother-in-law or sister-in-law
- brother or sister of the employee's domestic partner

9.5(g)(2) For purposes of this Section 9.5(g), "days" shall be defined as consecutive UCS workdays (based on a standard Monday to Friday workweek), i.e., not to exceed 7 hours of paid leave per day (prorated for employees working less than full time).

9.5(g)(3) In exceptional cases where the deceased is unavailable for burial or services, or when there is a delayed memorial service, the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts, may, in his/her discretion, upon an employee's request, waive the requirement that bereavement leave be used immediately following the death. Delayed bereavement leave is subject to the terms set forth in subsections (i) through (iii) above.

9.5(g)(4) 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 family occurs while he/she is on annual leave, such time as is excusable for bereavement shall not be charged to annual leave.

9.5(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: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, 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.

9.5(h)(2) 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.

9.5(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 shall only 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). This provision shall not apply to an employee who receives a fee for such donation.

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

9.5(k) **“CAT” Training.** Upon application to the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, 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.

9.5(l) **Real-Time Translation Training.** 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 (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, be granted up to two days leave with pay to attend real-time translation training.

9.5(m) **Grand Jury Leave.**

9.5(m)(1) Peace officers who use deadly physical force pursuant to their official duties as a peace officer and who may become a subject of a Grand Jury review shall be granted leave while the incident is reviewed by the Grand Jury. Grand Jury Leave will run concurrently with the Grand Jury review. Once the Grand Jury review concludes, the peace officer’s leave shall end and the peace officer shall return to work, unless another leave is granted.

9.5(m)(2) While on a leave pursuant to this subsection, a peace officer will receive the same benefits provided to employees on other leaves with pay except a court officer shall not accrue Pre-tour prep time pursuant to Section 21.8(a).

9.5(m)(3) Except as provided in subsection 2 above, employees shall receive all the same benefits as they would on any other paid leave.



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

**9.5(o) Leave for Internal Discrimination Claims.** Subject to the reasonable operating needs of the court or court-related agency and with the prior written approval of the Office of the Inspector General, an employee shall be allowed leave with pay (i) to consult with the Office of Inspector General prior to filing an Internal Discrimination Claim pursuant to the Discrimination Claim Policy and Procedure; or, (ii) to attend meetings or consultations with the Office of the Inspector General in relation to a filed Internal Discrimination Claim. Such leave shall include reasonable travel time.

## **9.6 Leaves Without Pay.**

**9.6(a) Leave of Absence; Duration.** A permanent employee may, in the discretion of the Chief Administrative Judge 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 Chief Administrative Judge 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.

**9.6(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.

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

9.6(c)(i) A combined confinement and childcare leave of absence without pay shall be granted to an employee (male or female) who becomes the parent of a child 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 Chief Administrative Judge or his/her designee subject to the staffing needs of the court. The use of this maximum allowance will be limited to one instance only during the term of this Agreement.

9.6(c)(ii) Prior to the commencement of confinement and childcare 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.

9.6(c)(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.**

9.7(a) At the time of separation from UCS 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 Chief Administrative Judge or his/her designee may require, as a condition for such payment, that written notice of such resignation be given to the Chief Administrative Judge 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.

9.7(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 UCS; 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 UCS 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, Juneteenth, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day shall be observed as holidays.

**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.**

9.11(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.

**9.11(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 Subsection (a) above.

**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 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. 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 and/or to attend Continuing Legal Education ("CLE") programs or educational seminars presented by such organizations or other appropriate organizations or institutions. Such conferences must be directly related to the employee's profession or work duties as described in the applicable title standard. This leave is subject to approval of the: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims and the staffing needs of the unit. There shall be no

prohibition on the employee's virtual attendance at such conferences and programs where such option is available.

**9.15 Scheduling.** Subject to the reasonable operating needs of the court or court-related agency, employee service in the UCS 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 UCS, a conflict in scheduling shall be resolved by lot. Prior service which was credited by the UCS on April 1, 1977 will be used in determining length of service.

**9.16 Workforce Reduction.**

9.16(1) In the event of a workforce reduction, 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. In the event of a workforce reduction, employees impacted will be provided with no less than 30 calendar days written notice prior to the effective date.

9.16(2) Employees in the noncompetitive, confidential class, who are impacted by a workforce reduction, will be provided with no less than 30 calendar days written notice prior to the effective date.

**9.17 Early Release.** The: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims shall authorize the release of an employee without charge to leave credits no later than 1:00 p.m. when:

- a. the indoor temperature in the courtroom or office where such employee is assigned is sixty (60) degrees Fahrenheit or below at 9:00 a.m. and does not exceed sixty (60) degrees Fahrenheit by 12:00 p.m.; **or**

the indoor temperature in the courtroom or office where such employee is assigned is eighty (80) degrees Fahrenheit or above at 9:00 a.m. and is not below eighty (80) degrees Fahrenheit by 12:00 p.m.; **and**

- b. there is no location to which the employee may be temporarily relocated where the indoor temperature is above sixty (60) degrees Fahrenheit or below eighty (80) degrees Fahrenheit; **and**
- c. the operational needs of the court or facility do not require the employee to remain on duty.  
In the event it is necessary for an employee to remain on duty as part of a skeleton force, he/she shall receive minute-for-minute compensatory time for any time worked during the remainder of their regular shift (exclusive of the unpaid meal break). *For illustrative purposes only*, an employee that works a 9:00 a.m. to 5:00 p.m. shift that is required to remain on duty to 5:00 p.m. would be entitled to four (4) hours of compensatory time.
- d. Notification of such early release shall be made to the Courts and the Union by a designee of the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims.
- e. Indoor temperature readings will be monitored by an appropriate management representative to be determined locally.

## **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:

10.2(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.

10.2(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.

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

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

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

### **10.3 Exclusions.**

10.3(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.

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

10.3(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.

10.3(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.

10.3(e) The Chief Administrative Judge or his/her designee 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 UCS.

10.3(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.**

10.4(a) Unscheduled overtime work must be authorized in advance by the: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts before overtime may be credited.

10.4(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.

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

10.4(d) The: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts 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. For purposes of this Section

10.4(d), “equitable distribution” shall mean in order of lowest overtime hours worked calendar year to date.

10.4(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.

10.4(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.

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

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

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

10.4(g)(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,

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

10.4(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.**

10.5(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.

10.5(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.

10.5(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.

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

10.5(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.

10.5(f)(1) Employees who work overtime on a Saturday, Sunday or non-Premium Pay Holiday shall be paid for a minimum of two hours.

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

- (i) if actual overtime work performed is less than two hours, employees shall receive four hours of overtime pay; or

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

**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; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts.

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

10.7(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.

10.7(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.

10.7(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.**

10.10(a) A meal allowance of \$9 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.

10.10(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.

10.10(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 Chief Administrative Judge or his/her designee 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.** 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.

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

12.1(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,

12.1(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 UCS 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 ten days for answering the same in writing. Service of a copy of the charges shall be made in a sealed envelope by personal

service, if possible. Such service shall be made by an individual who is not in CSEA's negotiating unit. 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 or by electronic means, 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:

12.2(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,

12.2(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,

12.2(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 Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, or 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,

12.2(d) in the instance of an officer or employee of any other court or court-related agency, the charges shall be made by the Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, or 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,

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

12.2(f) If the Inspector General identifies an employee as the subject of an investigation, the local president shall be notified prior to scheduling an interview with the employee.

12.2(g) 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 (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, 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.

12.6(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.

12.6(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.

12.6(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.**

12.8(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: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims.

12.8(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.

12.8(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.

12.8(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. Upon an employee's written request, the record of the alternative disciplinary procedure shall be removed from an employee's personnel history folder 18 months after the penalty has been implemented, provided such employee has not been subject to formal disciplinary charges or further administrative disciplinary proceedings within such 18 months.

**12.9 Investigatory Notification.** The (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims shall provide written notice by letter to an employee who was the subject of an investigation, with a copy to the Union Local President by

hard copy or electronic means, when it has received a final report from the UCS's Inspector General's Office indicating that the Inspector General has completed its investigation.

## **ARTICLE 13**

### **PRINTING OF AGREEMENT**

The Union shall be responsible for the printing and distribution of this Agreement. The State shall reimburse the Union for reasonable printing expenses up to \$7,000.

The Agreement will be available on the UCS website upon ratification and final approval by the UCS and the Union.

## **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 The UCS and the Union have agreed that a pilot program to prepare and store all performance evaluations electronically will be implemented during the term of the Agreement. The UCS and the Union shall establish a Labor/Management Subcommittee to address any issues that arise during the implementation of the pilot.

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: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims. 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 have agreed that a pilot program to provide for electronic storage of an employee's personal history folder will be implemented during the term of the Agreement. The UCS and the Union shall establish a Labor/Management Subcommittee to address any issues that arise during the implementation of the pilot.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURES**

#### **15.1 Definitions.**

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

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

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

15.1(b)(2) Unreasonable work assignments or conditions.

15.1(b)(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:

**15.2(a) Step 1.**

15.2(a)(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 by hard copy or electronic means, 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 ensure that a proper disposition of the grievance is made and shall reply in writing, by hard copy or electronic means, within 20 workdays following the date of submission, specifying the reason for the determination. 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).

15.2(a)(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, by hard copy or electronic means, 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 ensure that a proper disposition of the grievance is made and shall reply in writing, by hard copy or electronic means, within 20 workdays following the date of submission, specifying the reasons for the determination. 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).

15.2(a)(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 by hard copy or electronic means, 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 ensure that a proper disposition of the grievance is made and shall reply in writing, by hard copy or electronic means, within 20 workdays following the date of submission, specifying the reasons for the determination. 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).

15.2(a)(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 by hard copy or electronic means, 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 ensure that a proper disposition of the grievance is made and shall reply in writing, by hard copy or electronic means, within 20 workdays following the date of submission, specifying the reasons for the determination. 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).

15.2(a)(v) **Judicial District Employees.** An employee or the Union shall present the grievance in writing to the District Administrative Judge<sup>1</sup> or his/her designee by hard copy or electronic means, 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 ensure that a proper disposition of the grievance is made and shall reply in writing, by hard copy or electronic means, within 20 workdays following the date of submission, specifying the reasons for the determination. In the event a

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<sup>1</sup> 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

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).

**15.2(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 to the Deputy Director for Labor Relations in writing, by hard copy or electronic means, within 15 days of the receipt of the Step 1 decision. A copy of such appeal shall also be sent, by hard copy or electronic means, 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 hardcopy or electronic means, by the end of the 25<sup>th</sup> workday after such review. A copy of such decision shall be sent to the local president and to the Union's Deputy Director of Contract Administration by hard copy or electronic means. In the event a grievance is not answered within the prescribed time limit, the Union may demand in writing, by hard copy or electronic means, that the Deputy Director for Labor Relations move the grievance to the next step of the procedure.

**15.2(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 to the Deputy Director for Labor Relations and the Union's Deputy Director of Contract Administration, by hard copy or electronic means, within 15 days of the receipt of the Step 1 decision. A copy of such appeal shall also be sent, by hard copy or electronic means 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 hard copy or electronic means by the end of the 25<sup>th</sup> workday after such review. A copy of such decision shall be sent by hardcopy or electronic means to the local president and to the Union's Deputy Director of Contract Administration. Such decision shall not be subject to review by arbitration.

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

15.2(c)(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 the Deputy Director for Labor Relations with a written notice by hard copy or electronic means, 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. The Deputy Director for Labor Relations shall acknowledge receipt of a notice of intent to proceed to arbitration in writing, by hard copy or electronic means. Within 15 workdays of receiving the acknowledgment of receipt, the Union shall contact the individual designated by the Deputy Director for Labor Relations to discuss selection of a mutually agreeable arbitrator. 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 a panel to be mutually established by the parties within 60 calendar days of execution of this Agreement.

15.2(c)(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.

15.2(c)(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:

16.3(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,

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

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

16.3(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.

16.4(a)(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.

16.4(a)(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.

16.4(b) Notwithstanding the provisions of subdivision (a) above, 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, sex, gender identity, gender expression, sexual orientation or political affiliation.



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, age, sex (including sexual harassment) gender identity, gender expression, sexual orientation, political affiliation 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.**

19(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.

19(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.

19(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**

The uniform and equipment allowance in effect on March 31, 2021, shall remain in effect except as modified below.

21.1(a) Effective April 1, 2022 all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of \$1,520 if eligible under Section 21.5. Such payment shall not be added to basic annual salary but shall be pensionable. The payment of the uniform and equipment allowance shall be in a separate check and payable in equal parts in June and December of each year.

21.1(b) Effective April 1, 2022 each employee who is required by the State to wear a uniform who does not have peace officer status shall receive an annual uniform and equipment allowance of \$1,230, if eligible under Section 21.5. Such payment shall not be added to basic annual salary but shall be pensionable. The payment of the uniform and equipment allowance shall be in a separate check and payable in equal parts in June and December of each year.

21.2(a) Effective April 1, 2023, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of \$1,565 if eligible under Section 21.5. Such payment shall not be added to basic annual salary but shall be pensionable. The payment of

the uniform and equipment allowance shall be in a separate check and payable in equal parts in June and December of each year.

21.2(b) Effective April 1, 2023, each employee who is required by the State to wear a uniform who does not have peace officer status shall receive an annual uniform and equipment allowance of \$1,270, if eligible under Section 21.5. Such payment shall not be added to basic annual salary but shall be pensionable. The payment of the uniform and equipment allowance shall be in a separate check and payable in equal parts in June and December of each year.

21.3(a) Effective April 1, 2024, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of \$1,615 if eligible under Section 21.5. Such payment shall not be added to basic annual salary but shall be pensionable. The payment of the uniform and equipment allowance shall be in a separate check and payable in equal parts in June and December of each year.

21.3(b) Effective April 1, 2024, each employee who is required by the State to wear a uniform who does not have peace officer status shall receive an annual uniform and equipment allowance of \$1,305, if eligible under Section 21.5. Such payment shall not be added to basic annual salary but shall be pensionable. The payment of the uniform and equipment allowance shall be in a separate check and payable in equal parts in June and December of each year.

21.4(a) Effective April 1, 2025, and each year thereafter, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of \$1,660 if eligible under Section 21.5. Such payment shall not be added to basic annual salary but shall be pensionable. The payment of the uniform and equipment allowance shall be in a separate check and payable in equal parts in June and December of each year.

21.4(b) Effective April 1, 2025, and each year thereafter, each employee who is required by the State to wear a uniform who does not have peace officer status shall receive an annual uniform and equipment allowance of \$1,345, if eligible under Section 21.5. Such payment shall not be added to basic annual salary but shall be pensionable. The payment of the uniform and

equipment allowance shall be in a separate check and payable in equal parts in June and December of each year.

21.5(a) To be eligible for the uniform and equipment allowance payable in June pursuant to Sections 21.1, 21.2, 21.3 and 21.4 above, an employee must have been on the payroll on May 31. An employee on a leave of absence without pay on May 31 who returns to duty prior to the payment of the December allowance, shall receive the June allowance upon return to duty.

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

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

21.7 **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.

21.8(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 21.7 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 taken at 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.

21.8(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  $8\frac{3}{4}$  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 or a Line-of-duty Leave or a Grand Jury Leave at the beginning of a calendar quarter shall be credited with pre-tour prep time for any days worked in each calendar quarter (8 minutes per day) but shall not be credited with pre-tour prep time for a quarter if the employee is on such leave for the entire quarter. No accumulation of pre-tour prep time in excess of ten days may be carried over from one fiscal year to the next. Any such accumulation in excess of 10 days at the end of a fiscal year shall be converted into sick leave.

## **ARTICLE 22**

### **EMPLOYEE BENEFIT FUND**

The State contribution to the Employee Benefit Fund in effect on March 31, 2021, shall remain in effect except as modified below.

22.1(a) Effective April 1, 2022, the State shall contribute a pro rata annual sum of \$1,500 per active employee for remittance to the Employee Benefit Fund. A pro rata contribution of \$750 to such Fund shall be made by the State for part-time and per diem employees provided they are working on a regular basis at least half the regular hours of full-time employees in the same title.

22.1(b) Effective April 1, 2023, the State shall contribute a pro rata annual sum of \$1,545 per active employee for remittance to the Employee Benefit Fund. A pro rata contribution of \$773

to such Fund shall be made by the State for part-time and per diem employees provided they are working on a regular basis at least half the regular hours of full time employees in the same title.

22.1(c) Effective April 1, 2024, the State shall contribute a pro rata annual sum of \$1,600 per active employee for remittance to the Employee Benefit Fund. A pro rata contribution of \$800 to such Fund shall be made by the State for part-time and per diem employees provided they are working on a regular basis at least half the regular hours of full time employees in the same title.

22.1(d) Effective April 1, 2025, and each year thereafter, the State shall contribute a pro rata annual sum of \$1,640 per active employee for remittance to the Employee Benefit Fund. A pro rata contribution of \$820 to such Fund shall be made by the State for part-time and per diem employees provided they are working on a regular basis at least half the regular hours of full time employees in the same title.

22.1(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.

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

22.3 Upon ratification of this Agreement, the State shall provide the Union with a non-recurring, one-time lump sum payment in the amount of \$200,000 for remittance to the Union's Employee Benefit 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 Chief Administrative Judge, or his/her designee. Upon receipt of such explanation, the Chief Administrative Judge, 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, TRANSFERS AND CHANGES IN ASSIGNMENT**

#### **26.1 Definitions.**

26.1(a) The term “reassignment” means the movement, without further examination, of a permanent employee from his or her present permanent title, position and location to the same title under the jurisdiction of a different Administrative Judge.

26.1(b) The term “transfer” means the movement, 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.

For purposes of this Section, “promotion unit” shall refer to the six promotion units established by the Chief Administrator of the Courts: the Court of Appeals and related agencies; each Appellate Division and its related agencies; and all trial courts statewide and related agencies, including the Office of Court Administration.

26.1(c) The term “change in assignment” means the movement, without further examination, of a permanent employee from one work location/assignment to another work location/assignment under the jurisdiction of the same: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; or District Administrative Judge in the trial courts.

26.1(d) A Labor/Management subcommittee shall be established within sixty (60) days or as soon as practicable following ratification of the Agreement to develop a pilot program for the voluntary/involuntary change in assignment of New York State Court Officers between courts and court-related facilities located within the Third through Eighth Judicial Districts.

#### **26.2 Filing for Reassignments and Transfers.**

26.2(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 Chief



Administrative Judge or his/her designee. 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 Appointments Unit of the Office of Court Administration and with the: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; or 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; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; or the District Administrative Judge and the Chief Clerk of the court where the employee is presently assigned.

26.2(b) The Appointments 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.

26.2(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 Appointments Unit and the: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; District Administrative Judge and the Chief Clerk of the court to which the employee seeks a position of the withdrawal of his or her request.

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

26.3(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:

26.3(a)(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.

26.3(a)(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.

26.3(a)(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 UCS 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.

26.3(b) The appropriate (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts 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 Appointments Unit. The (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts shall only consider the smallest number of applicants necessary to find a suitable candidate. The (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Presiding Judge of the Court of Claims; Chief Administrative Judge for the Office of Court Administration; and District Administrative Judge or an appropriate local judge in the trial courts 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 Appointments 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.

## **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**

### **PERSONNEL AND PAY PRACTICES**

29.(1) **Personal History Folders.** 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 attached to the statement 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.

29.1(a) 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 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.

29.1(b) 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: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division;

Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims.

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

29.2. **Notice of Termination.** Employees in noncompetitive confidential ("NCCF") or exempt confidential ("EXCF") positions shall be given at least five (5) State workdays' written notice of termination.

29.3 **Resume Pool.** Personal appointees of a judge who are displaced from their employment, and are eligible for re-hire, may submit their resumes to the Director of Human Resources who will maintain a resume pool. Newly appointed or elected Judges will be forwarded resumes from the resume pool. In addition, when a Judge is seeking candidates to fill a vacant exempt position, the Director of Human Resources will forward resumes from the pool to the Judge for consideration. The creation of this resume pool does not represent a guarantee that a displaced employee will be rehired.

29.4 **Transitional Pool.** Employees in the exempt confidential title of Secretary to Judge who are displaced from employment through "no fault" of their own during their Judge's term shall be placed in a Transitional Pool program subject to the following terms: Upon written submission by the Union, the determination of "no fault" will be made by the Director of Human Resources, in his/her sole discretion. Once such determination is made, the affected employee will be offered the opportunity to continue working in a temporary clerical position at the same grade level for a minimum of 90 days and be available for assignment in accordance with the needs of the State. The decision to continue an assignment beyond 90 days is discretionary. Such temporary assignment shall afford the employee an opportunity to secure a new position or alternative employment. Disputes regarding the Transitional pool shall not be arbitrable or otherwise reviewable through the contract grievance procedure.

**29.5 Notification to Beneficiary.** If during the term of this Agreement an employee dies, the State shall notify the beneficiary designated by the employee in the personnel folder as to what benefits may be available for the employee and as to where claims may be initiated for such benefits. Division of Payroll shall promptly notify the appropriate Retirement System and communicate with the beneficiary designated in the Retirement System's records.

**29.6 Itemization of Paychecks.** Regular paychecks shall, to the extent permitted by the State Department of Audit and Control, be itemized to include overtime and additional wage benefits (including back pay, differentials and all deductions).

**29.7 Withholding Paychecks.** The State shall not withhold entire paychecks when an employee has no leave balance to cover absences without pay, due to illness, provided the affected employee has at least five (5) years of service as a member of the New York State Employees Retirement System.

**29.8 Salary Garnishments.** The State shall make all reasonable efforts to notify employees of pending salary garnishments.

**29.9 Information of Retirement Benefits.** The State shall make available material describing pension benefits and provisions. Such material shall be distributed to newly hired employees at the time of appointment, or as soon as practicable thereof.

## **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 Chief Administrative Judge. 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 Chief Administrative Judge 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 Dependent Care Advantage Account Program shall continue.

31.2(a) The employer contribution to each Dependent Care Advantage Account enrollee shall continue 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.

31.3 The Medical Flexible Spending Account shall continue.

31.4 The pre-tax transportation benefit shall continue.

## **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.

### **32.3 Damage to Court Reporter Equipment.**

32.3(a) In the event that 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 two thousand (\$2,000) dollars and shall be subject to receipt of satisfactory documentation.

32.3(b) A court reporter who receives payment under (a) shall not be entitled to receive reimbursement for property damage as provided for under Article 36.

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

## **ARTICLE 33**

### **DRUG TESTING**

33.1 The: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims may, with reasonable cause, require an employee 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 discretion of the: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims sole discretion and shall not be grievable or otherwise reviewable. References to positive testing throughout this Article refer to test results which prove that an employee has used illegal drugs or abused controlled substances.

### **33.2 Drug Testing Peace Officers.**

33.2(a) **Voluntary Drug Testing.** An employee who has a substance abuse problem may submit voluntarily to drug testing prior to testing directed by the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims. 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.

33.2(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: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims, 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.

**33.2(b)(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.

**33.2(b)(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.

**33.2(b)(3)** An employee may submit proof satisfactory to the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts

Within and Outside New York City) in the trial courts and the Court of Claims 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.

33.2(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.

### **33.3 Drug Testing (Non-Peace Officers).**

33.3(a) There are a number of signs when an employee's ability to perform his or her job is impaired which may point to the possibility that the impairment may be due to illegal drug use or abuse of a controlled substance. Such observable signs might include, but are not limited to:

- Inability to walk steadily or in a straight line;
- Altered or slurred speech or incoherent speech;
- Unexplained and abrupt changes or radical changes in behavior such as abusive language or aggressive behavior;
- Disorientation or lethargy.

33.3(b) If a supervisor reasonably believes, based on two or more signs of visible impairment, that an employee may be under the influence of illegal drugs or the abuse of a controlled substance, the following procedure should be followed:

33.3(b)(1) The supervisor and, if practicable, another supervisor, shall observe the employee's behavior and condition. Once the employee's behavior and condition are observed, the supervisor(s) should direct the employee to a private area and his/her union local president will

be contacted. The supervisor(s) must describe, in writing, the employee's behavior and condition by completing a Behavior/Incident Documentation Form.

33.3(b)(2) The supervisor shall send a copy of the completed Behavior/Incident Documentation Form to the: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims. If upon review, the: Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims determines reasonable cause exists to believe such employee is under the influence of illegal drugs or the abuse of a controlled substance, management will meet with the employee and his/her union representative. The employee will be informed that he/she may be required to undergo a drug test.

33.3(b)(3) **Voluntary Rehabilitation.** In lieu of testing, the employee will be offered the option to voluntarily participate in a rehabilitation/detoxification program through the Worklife Assistance Program, which includes signing a release acknowledging that the employee agrees to comply with all of the program's requirements, including but not limited to ongoing testing, and allowing the UCS to be advised that the employee is successfully participating in the program.

33.3(b)(3)(a) Such employee will be allowed to charge leave accruals while participating in the program. If no leave credits are available, the employee will be placed on a leave of absence without pay. Upon certification of successful completion of such program and a test indicating the employee is not using illegal drugs or abusing controlled substances, he/she shall be returned to his/her position. If an employee fails to complete the program or tests positive he/she shall be placed on a leave without pay and referred to the Worklife rehabilitation/detoxification program for additional treatment. If such employee chooses not to participate, he/she shall, if eligible, be

served with formal disciplinary charges pursuant to Article 12, Disciplinary Procedures, of the Agreement.

33.3(b)(3)(b) An employee who chooses not to participate in a rehabilitation/detoxification program will be directed to undergo a drug test.

33.3(b)(4) **Drug Testing.** To the extent practicable, an employee will be required to undergo a drug test within forty-eight hours of being directed to do so by the (or a designee of): Clerk of the Court of Appeals; Presiding Justice of an Appellate Division; Chief Administrative Judge for the Office of Court Administration; and appropriate Deputy Chief Administrative Judge (Courts Within and Outside New York City) in the trial courts and the Court of Claims. Such testing will be conducted by a laboratory that is independent of the Court System.

33.3(b)(4)(a) An employee will be required to comply with the laboratory's specific procedures. The employee will have the right to request that his/her sample be split and stored. This request must be made at the time of testing and both samples must be provided at the same time. One sample shall be submitted for immediate testing. If the original sample indicates a positive drug test, the employee may request that the second sample be tested. If the second sample is negative, both tests shall be considered non-conclusive.

33.3(b)(4)(b) Alteration of a sample shall be grounds for immediate termination.

33.3(b)(4)(c) An employee who is directed to undergo a drug test will be placed on a leave of absence without pay while the test results are pending. During this waiting period, the employee shall be allowed to charge accrued leave. If the test results are negative, the employee will be returned to his/her position and any accruals used during the waiting period will be restored. If the test results are positive, the employee will be required to submit to a rehabilitation/detoxification program under the conditions described above. Upon certification of successful completion of such program and a test indicating the employee is not using illegal drugs or abusing controlled substances, he/she shall be returned to his/her position.

## 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:

34.1(a) a business suit, blouse or dress shirt and tie; trousers/slacks (jeans not acceptable), with coordinated blouse or dress shirt and tie; a skirt with coordinated blouse/sweater/dress shirt; a dress; and, at the employee's option, a jacket/sports coat, and

34.1(b) business shoes.

The wearing of a suit jacket or sports coat shall not be required from June 22 to September 1 of each year. 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, which shall include a State-approved blazer with patch. For purposes of this Section, the term "appropriate business attire" shall be defined as follows:

34.2(a) State-approved blazer with patch; dress pants (denim material not acceptable), with coordinated blouse/sweater/dress shirt; a skirt with coordinated blouse/sweater/dress shirt; or a dress; and

34.2(b) business shoes.

34.3 Effective April 1, 2022, all active employees required to wear the State-approved blazer and eligible under Section 34.7 below, shall receive an annual maintenance allowance of \$1,250, which payment shall not be added to basic annual salary but which shall be pensionable. The maintenance allowance shall be paid in equal parts in June and December of each year in a separate check.

34.4 Effective April 1, 2023, each employee who is required to wear the State-approved blazer and eligible under Section 34.7 below, shall receive an annual maintenance allowance of \$1,290, which payment shall not be added to basic annual salary but which shall be pensionable. The maintenance allowance shall be paid in equal parts in June and December of each year in a separate check.

34.5 Effective April 1, 2024, each employee who is required to wear the State-approved blazer and eligible under Section 34.7 below, shall receive an annual maintenance allowance of \$1,325, which payment shall not be added to basic annual salary but which shall be pensionable. The maintenance allowance shall be paid in equal parts in June and December of each year in a separate check.

34.6 Effective April 1, 2025, and each year thereafter, each employee who is required to wear the State-approved blazer and eligible under Section 34.7 below, shall receive an annual maintenance allowance of \$1,365, which payment shall not be added to basic annual salary but which shall be pensionable. The maintenance allowance shall be paid in equal parts in June and December of each year in a separate check.

34.7(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.

34.7(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.

34.8 There shall be no proration of the maintenance allowance.

34.9 **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**

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

## **ARTICLE 36**

### **REIMBURSEMENT FOR PROPERTY DAMAGE**

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 UCS. Service credited with the UCS effective April 1, 1977, shall be included when computing length of service. In addition, service credited to the UCS 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. When the State determines to create a new work schedule (shift) or to assign an employee to an existing 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.

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, 2021 through March 31, 2026.

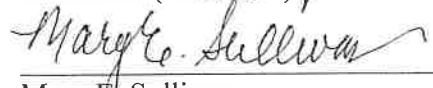
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on May 2, 2023.

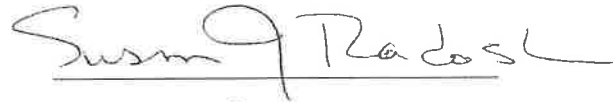
STATE OF NEW YORK -  
UNIFIED COURT SYSTEM

  
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Carolyn Grimaldi  
Director of Labor Relations

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Stenger

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

  
\_\_\_\_\_  
Mary E. Sullivan  
President


  
\_\_\_\_\_  
Susan J. Radosh

  
\_\_\_\_\_  
Scott D. ...

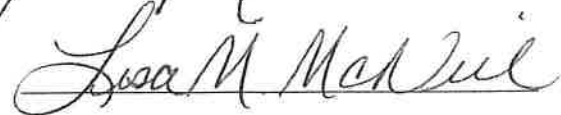
  
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\_\_\_\_\_  
Nicole M. Ventresca

  
\_\_\_\_\_  
Vincent J. Martusciello

  
\_\_\_\_\_  
Lisa M. McNeil

## APPENDIX A

### JOB TITLES OR POSITIONS INCLUDED IN THE STATE JUDICIARY NEGOTIATING UNIT<sup>2</sup>

Acting Chief Court Attorney Court of Appeals  
Administrative Assistant  
Administrative Clerk  
Administrative Secretary  
Administrative Services Clerk  
Administrative Services Clerk PT  
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  
Assistant Appellate Court Attorney  
Assistant Attorney  
Assistant Building Superintendent  
Assistant Consultation Clerk, Court of Appeals  
Assistant Court Analyst  
Assistant Court Clerk  
Assistant Data Processing Manager  
Assistant Data Processing Operations Manager  
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 Legal Editor  
Assistant Local Area Network Administrator  
Assistant MHLS Attorney  
Assistant MHLS Attorney PT  
Assistant Microfilm Supervisor

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<sup>2</sup> 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 Network Technologist  
Assistant Printer  
Assistant Secretary to Chief Judge  
Assistant State Reporter  
Assistant Supervisor Centralized Printing  
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  
Attorney  
Building Guard  
Building Manager  
Building Superintendent  
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 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 Offset Printing Machine Operator  
Chief Security Attendant, Court of Appeals  
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  
Court Aide  
Court Analyst  
Court Assistant  
Court Assistant PT  
Court Assistant HSAP  
Court Attendant  
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 PT  
Court Clerk - Specialist  
Court Interpreter  
Court Interpreter PT  
Court Office Assistant  
Court Office Assistant HSAP  
Court Office Assistant (Keyboarding)  
Court Office Assistant (Keyboarding) PT  
Court Office Assistant PT  
Court Officer, Court of Appeals  
Court Officer Sergeant  
Court Officer Sergeant, Court of Appeals  
Court Reporter  
Court Reporter PT  
Court Security Specialist  
Custodial Aide  
Data Communications Analyst  
Data Processing Operations Manager  
Data Recording Assistant  
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 Appellate Court Attorney, 4th 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 Senior Technical Manager  
Deputy State Reporter  
Driver - Messenger  
Drug Court Coordinator  
E-Systems Development Specialist  
Educational Training Coordinator  
Electronic Photocomposition Specialist  
Executive Assistant, Appellate Division  
File Clerk  
First Assistant Building Superintendent  
Graphics and Desktop Publishing Specialist  
Graphics Design Specialist  
Grievance Examiner  
Information Technology Analyst  
Instructor  
Junior Court Analyst  
Junior Court Analyst (Hourly)  
Jury Analyst  
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 PT  
Law Librarian, Court of Appeals  
Law Library Assistant  
Law Library Clerk  
Law Library Clerk PT  
Law Reporting Aide  
Law Reporting Assistant  
Law Reporting Typist  
Law Research Aide (Hourly)  
Law Stenographer  
Law Stenographer PT  
Law Student  
Legal Editor  
Legal Fellow  
Legal Intern PT

Legal Typist  
Librarian  
Library Assistant, Court of Appeals  
Library Technical Assistant  
Local Area Network Administrator  
Management Analyst  
Marshal  
Mental Health Information Officer  
Mental Hygiene Legal Service Attorney  
Messenger - Court of Appeals  
Microfilm Coordinator  
Microfilm Supervisor  
Microfilm Supervisor PT  
Network/System Engineer I  
Network/System Engineer II  
Network/System Engineer III  
Network/System Technician I  
Network/System Technician II  
Network/System Technician III  
Network Technologist  
New York State Court Officer  
New York State Court Officer - Captain  
New York State Court Officer - Lieutenant  
New York State Court Officer-Major  
New York State Court Officer-Sergeant  
New York State Court Officer-Trainee  
New York State Court Security Training Officer  
New York State Principal Court Attendant, Appellate Division  
New York State Senior Court Security Training Officer  
New York State Senior Court Attendant, Appellate Division  
Office Clerical Assistant\*  
Office Clerical Assistant PT\*  
PC Analyst  
Personnel Analyst  
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 Interpreter  
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  
Records Administrator  
Reference Clerk  
Reporting Stenographer\*  
Research Assistant  
Resource Coordinator I  
Resource Coordinator II  
Resource Coordinator III  
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 Services Clerk  
Senior Appellate Court Assistant  
Senior Appellate Court Attorney  
Senior Appellate Court Clerk  
Senior Appellate Law Stenographer  
Senior Appellate Office Assistant  
Senior Appellate Office Stenographer  
Senior Appellate Office Typist  
Senior Assistant Building Superintendent  
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 (Keyboarding)  
Senior Court Office Assistant (Keyboarding) PT  
Senior Court Officer\*  
Senior Court Reporter  
Senior Court Reporter PT  
Senior Court Security Attendant, Court of Appeals  
Senior Custodial Aide  
Senior Database Programmer  
Senior Data Communications Analyst  
Senior Data Recording Assistant  
Senior Deputy Chief Court Attorney, Court of Appeals  
Senior Education and Training Coordinator  
Senior Graphics Design Specialist  
Senior Information Technical Analyst  
Senior Jury Analyst  
Senior Law Clerk to Appellate Division Justice  
Senior Law Clerk to Judge  
Senior Law Examiner

Senior Law Librarian  
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 Secretary to Judge  
Senior Security Attendant Court of Appeals  
Senior Services Aide  
Senior Stenographer Court of Appeals  
Senior Supervising Data Recording Assistant  
Senior Technical Support Assistant  
Senior Typist  
Services Aide  
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  
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 District Printing Operations  
Supervisor, Mail, Supply and Duplication  
Supervisor, Printing, Mail and Supply Unit  
Support Magistrate  
Surrogate Court Clerk  
Surrogate Court Clerk HSAP  
Systems Analysis and Applications Program Manager  
Technical Manager  
Technical Support Assistant  
Telephone Operator - Court of Appeals  
Typist  
UCO  
Web Developer

APPENDIX B  
PERFORMANCE EVALUATION

**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 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  
Deputy Chief Administrative Judge

MARGARET S. MORTON  
Assistant Deputy Chief Administrator

ANN T. PFAU  
Deputy Chief Administrative Judge

December 18, 2002

LAUREN DeSOLE  
Chief of Employee Relations

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.

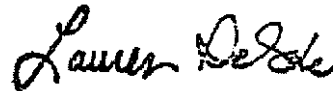
Based upon the positive response to the pilot of these new forms, the Deputy Chief Administrative Judge for Management Support has approved the Committee's recommendation to replace the forms presently in use for the above-referenced series with the attached forms under the terms that follow:

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.

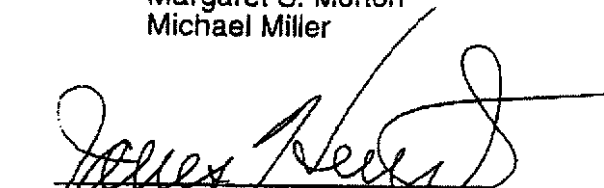
Very truly yours,



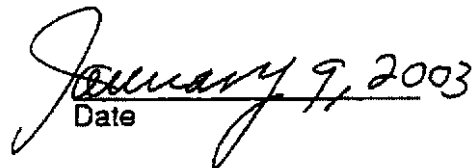
Lauren DeSole  
Chief of Employee Relations

LPD:ksb  
Enclosures

c: Hon. Ann T. Pfau  
Ronald P. Younkings  
Margaret S. Morton  
Michael Miller



James Hennerty, Deputy Director  
of Contract Administration



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				
<b>SERVICE TO THE PUBLIC</b>				
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				
<b>SUPERVISION</b>				

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				
<b>PROFESSIONALISM</b>				
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				
<b>TIME AND LEAVE</b>				
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 7.3(b) of the 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

c: Local President



PERFORMANCE EVALUATION APPEAL

Unsatisfactory  
Overall Rating

TO: Appeals Coordinator  
Performance Evaluation Review Panel  
State of New York-Unified Court System  
Office of Labor Relations  
25 Beaver Street - Room 1049  
New York, NY 10004

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 COURTSYSTEM  
OFFICE OF LABOR RELATIONS  
25 BEAVER STREET - RM 1049  
NEW YORK, NY 10004  
(212) 428-2585

(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(i), Sick Leave Bank, of the 2021-2026 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(i) 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(i), Sick Leave Bank, of the 2017-2020 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 or electronic means. 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 8 days and contribute the total amount of time that employees with the same length of service contributed.

Employees with a minimum of 8 days of accumulated sick leave standing to his/her credit during the open enrollment period will commence participation in the Bank by contributing 14 hours plus all annual charges for any prior years in which the enrollee could have joined but did not. 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 8 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 under the terms of this Agreement, 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). 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 1,603 hours. Bank Credits may be extended to the employee at a full-time or part-time rate as determined by the Bank Committee.
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 or 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) 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
- iv) the maximum number of days which can be granted to an employee is 1,603 hours (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.

APPENDIX D  
SALARY SCHEDULES

**NYS Unified Court System**  
**April 1, 2021 Salary Schedule**

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum	1st Longevity	2nd Longevity
JG-508	1,894	33,080	34,974	36,868	38,762	40,656	42,550	44,444	46,338	48,232	50,126
JG-509	1,988	34,933	36,921	38,909	40,897	42,885	44,873	46,861	48,849	50,837	52,825
JG-510	2,076	36,980	39,056	41,132	43,208	45,284	47,360	49,436	51,512	53,588	55,664
JG-511	2,173	39,190	41,363	43,536	45,709	47,882	50,055	52,228	54,401	56,574	58,747
JG-512	2,255	41,515	43,770	46,025	48,280	50,535	52,790	55,045	57,300	59,555	61,810
JG-513	2,361	43,972	46,333	48,694	51,055	53,416	55,777	58,138	60,499	62,860	65,221
JG-514	2,464	46,594	49,058	51,522	53,986	56,450	58,914	61,378	63,842	66,306	68,770
JG-515	2,564	49,366	51,930	54,494	57,058	59,622	62,186	64,750	67,314	69,878	72,442
JG-516	2,693	52,134	54,827	57,520	60,213	62,906	65,599	68,292	70,985	73,678	76,371
JG-517	2,827	55,120	57,947	60,774	63,601	66,428	69,255	72,082	74,909	77,736	80,563
JG-518	2,965	58,304	61,269	64,234	67,199	70,164	73,129	76,094	79,059	82,024	84,989
JG-519	3,099	61,545	64,644	67,743	70,842	73,941	77,040	80,139	83,238	86,337	89,436
JG-520	3,236	64,775	68,011	71,247	74,483	77,719	80,955	84,191	87,427	90,663	93,899
JG-521	3,377	68,299	71,676	75,053	78,430	81,807	85,184	88,561	91,938	95,315	98,692
JG-522	3,532	72,010	75,542	79,074	82,606	86,138	89,670	93,202	96,734	100,266	103,798
JG-523	3,673	75,968	79,641	83,314	86,987	90,660	94,333	98,006	101,679	105,352	109,025
JG-524	3,809	80,167	83,976	87,785	91,594	95,403	99,212	103,021	106,830	110,639	114,448
JG-525	3,978	84,695	88,673	92,651	96,629	100,607	104,585	108,563	112,541	116,519	120,497
JG-526	4,146	89,266	93,412	97,558	101,704	105,850	109,996	114,142	118,288	122,434	126,580
JG-527	4,284	94,327	98,611	102,895	107,179	111,463	115,747	120,031	124,315	128,599	132,883
JG-528	4,444	99,467	103,911	108,355	112,799	117,243	121,687	126,131	130,575	135,019	139,463
JG-529	4,615	104,868	109,483	114,098	118,713	123,328	127,943	132,558	137,173	141,788	146,403
JG-530	4,774	110,564	115,338	120,112	124,886	129,660	134,434	139,208	143,982	148,756	153,530
JG-531	4,934	116,700	121,634	126,568	131,502	136,436	141,370	146,304	151,238	156,172	161,106
JG-532	5,088	123,218	128,306	133,394	138,482	143,570	148,658	153,746	158,834	163,922	169,010
JG-533	5,246	130,197	135,443	140,689	145,935	151,181	156,427	161,673	166,919	172,165	177,411
JG-534	5,405	137,447	142,852	148,257	153,662	159,067	164,472	169,877	175,282	180,687	186,092
JG-535	5,556	144,891	150,447	156,003	161,559	167,115	172,671	178,227	183,783	189,339	194,895
JG-536	5,729	152,444	158,173	163,902	169,631	175,360	181,089	186,818	192,547	198,276	204,005

**NYS Unified Court System**  
**April 1, 2021 Salary Schedule**

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum
JG-508	1,894	33,080	34,974	36,868	38,762	40,656	42,550	44,444	46,338
JG-509	1,988	34,933	36,921	38,909	40,897	42,885	44,873	46,861	48,849
JG-510	2,076	36,980	39,056	41,132	43,208	45,284	47,360	49,436	51,512
JG-511	2,173	39,190	41,363	43,536	45,709	47,882	50,055	52,228	54,401
JG-512	2,255	41,515	43,770	46,025	48,280	50,535	52,790	55,045	57,300
JG-513	2,361	43,972	46,333	48,694	51,055	53,416	55,777	58,138	60,499
JG-514	2,464	46,594	49,058	51,522	53,986	56,450	58,914	61,378	63,842
JG-515	2,564	49,366	51,930	54,494	57,058	59,622	62,186	64,750	67,314
JG-516	2,693	52,134	54,827	57,520	60,213	62,906	65,599	68,292	70,985
JG-517	2,827	55,120	57,947	60,774	63,601	66,428	69,255	72,082	74,909
JG-518	2,965	58,304	61,269	64,234	67,199	70,164	73,129	76,094	79,059
JG-519	3,099	61,545	64,644	67,743	70,842	73,941	77,040	80,139	83,238
JG-520	3,236	64,775	68,011	71,247	74,483	77,719	80,955	84,191	87,427
JG-521	3,377	68,299	71,676	75,053	78,430	81,807	85,184	88,561	91,938
JG-522	3,532	72,010	75,542	79,074	82,606	86,138	89,670	93,202	96,734
JG-523	3,673	75,968	79,641	83,314	86,987	90,660	94,333	98,006	101,679
JG-524	3,809	80,167	83,976	87,785	91,594	95,403	99,212	103,021	106,830
JG-525	3,978	84,695	88,673	92,651	96,629	100,607	104,585	108,563	112,541
JG-526	4,146	89,266	93,412	97,558	101,704	105,850	109,996	114,142	118,288
JG-527	4,284	94,327	98,611	102,895	107,179	111,463	115,747	120,031	124,315
JG-528	4,444	99,467	103,911	108,355	112,799	117,243	121,687	126,131	130,575
JG-529	4,615	104,868	109,483	114,098	118,713	123,328	127,943	132,558	137,173
JG-530	4,774	110,564	115,338	120,112	124,886	129,660	134,434	139,208	143,982
JG-531	4,934	116,700	121,634	126,568	131,502	136,436	141,370	146,304	151,238
JG-532	5,088	123,218	128,306	133,394	138,482	143,570	148,658	153,746	158,834
JG-533	5,246	130,197	135,443	140,689	145,935	151,181	156,427	161,673	166,919
JG-534	5,405	137,447	142,852	148,257	153,662	159,067	164,472	169,877	175,282
JG-535	5,556	144,891	150,447	156,003	161,559	167,115	172,671	178,227	183,783
JG-536	5,729	152,444	158,173	163,902	169,631	175,360	181,089	186,818	192,547



**NYS Unified Court System**  
**April 1, 2022 Salary Schedule**

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum	1st Longevity	2nd Longevity
JG-508	1,932	33,741	35,673	37,605	39,537	41,469	43,401	45,333	47,265	49,197	51,129
JG-509	2,028	35,630	37,658	39,686	41,714	43,742	45,770	47,798	49,826	51,854	53,882
JG-510	2,118	37,717	39,835	41,953	44,071	46,189	48,307	50,425	52,543	54,661	56,779
JG-511	2,217	39,971	42,188	44,405	46,622	48,839	51,056	53,273	55,490	57,707	59,924
JG-512	2,300	42,346	44,646	46,946	49,246	51,546	53,846	56,146	58,446	60,746	63,046
JG-513	2,409	44,846	47,255	49,664	52,073	54,482	56,891	59,300	61,709	64,118	66,527
JG-514	2,514	47,521	50,035	52,549	55,063	57,577	60,091	62,605	65,119	67,633	70,147
JG-515	2,616	50,349	52,965	55,581	58,197	60,813	63,429	66,045	68,661	71,277	73,893
JG-516	2,747	53,176	55,923	58,670	61,417	64,164	66,911	69,658	72,405	75,152	77,899
JG-517	2,884	56,220	59,104	61,988	64,872	67,756	70,640	73,524	76,408	79,292	82,176
JG-518	3,025	59,466	62,491	65,516	68,541	71,566	74,591	77,616	80,641	83,666	86,691
JG-519	3,161	62,776	65,937	69,098	72,259	75,420	78,581	81,742	84,903	88,064	91,225
JG-520	3,301	66,069	69,370	72,671	75,972	79,273	82,574	85,875	89,176	92,477	95,778
JG-521	3,445	69,662	73,107	76,552	79,997	83,442	86,887	90,332	93,777	97,222	100,667
JG-522	3,603	73,448	77,051	80,654	84,257	87,860	91,463	95,066	98,669	102,272	105,875
JG-523	3,747	77,484	81,231	84,978	88,725	92,472	96,219	99,966	103,713	107,460	111,207
JG-524	3,886	81,765	85,651	89,537	93,423	97,309	101,195	105,081	108,967	112,853	116,739
JG-525	4,058	86,386	90,444	94,502	98,560	102,618	106,676	110,734	114,792	118,850	122,908
JG-526	4,229	91,051	95,280	99,509	103,738	107,967	112,196	116,425	120,654	124,883	129,112
JG-527	4,370	96,212	100,582	104,952	109,322	113,692	118,062	122,432	126,802	131,172	135,542
JG-528	4,533	101,456	105,989	110,522	115,055	119,588	124,121	128,654	133,187	137,720	142,253
JG-529	4,708	106,961	111,669	116,377	121,085	125,793	130,501	135,209	139,917	144,625	149,333
JG-530	4,870	112,772	117,642	122,512	127,382	132,252	137,122	141,992	146,862	151,732	156,602
JG-531	5,033	119,032	124,065	129,098	134,131	139,164	144,197	149,230	154,263	159,296	164,329
JG-532	5,190	125,681	130,871	136,061	141,251	146,441	151,631	156,821	162,011	167,201	172,391
JG-533	5,351	132,801	138,152	143,503	148,854	154,205	159,556	164,907	170,258	175,609	180,960
JG-534	5,514	140,190	145,704	151,218	156,732	162,246	167,760	173,274	178,788	184,302	189,816
JG-535	5,668	147,783	153,451	159,119	164,787	170,455	176,123	181,791	187,459	193,127	198,795
JG-536	5,844	155,490	161,334	167,178	173,022	178,866	184,710	190,554	196,398	202,242	208,086

**NYS Unified Court System**  
**April 1, 2022 Salary Schedule**

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum
JG-508	1,932	33,741	35,673	37,605	39,537	41,469	43,401	45,333	47,265
JG-509	2,028	35,630	37,658	39,686	41,714	43,742	45,770	47,798	49,826
JG-510	2,118	37,717	39,835	41,953	44,071	46,189	48,307	50,425	52,543
JG-511	2,217	39,971	42,188	44,405	46,622	48,839	51,056	53,273	55,490
JG-512	2,300	42,346	44,646	46,946	49,246	51,546	53,846	56,146	58,446
JG-513	2,409	44,846	47,255	49,664	52,073	54,482	56,891	59,300	61,709
JG-514	2,514	47,521	50,035	52,549	55,063	57,577	60,091	62,605	65,119
JG-515	2,616	50,349	52,965	55,581	58,197	60,813	63,429	66,045	68,661
JG-516	2,747	53,176	55,923	58,670	61,417	64,164	66,911	69,658	72,405
JG-517	2,884	56,220	59,104	61,988	64,872	67,756	70,640	73,524	76,408
JG-518	3,025	59,466	62,491	65,516	68,541	71,566	74,591	77,616	80,641
JG-519	3,161	62,776	65,937	69,098	72,259	75,420	78,581	81,742	84,903
JG-520	3,301	66,069	69,370	72,671	75,972	79,273	82,574	85,875	89,176
JG-521	3,445	69,662	73,107	76,552	79,997	83,442	86,887	90,332	93,777
JG-522	3,603	73,448	77,051	80,654	84,257	87,860	91,463	95,066	98,669
JG-523	3,747	77,484	81,231	84,978	88,725	92,472	96,219	99,966	103,713
JG-524	3,886	81,765	85,651	89,537	93,423	97,309	101,195	105,081	108,967
JG-525	4,058	86,386	90,444	94,502	98,560	102,618	106,676	110,734	114,792
JG-526	4,229	91,051	95,280	99,509	103,738	107,967	112,196	116,425	120,654
JG-527	4,370	96,212	100,582	104,952	109,322	113,692	118,062	122,432	126,802
JG-528	4,533	101,456	105,989	110,522	115,055	119,588	124,121	128,654	133,187
JG-529	4,708	106,961	111,669	116,377	121,085	125,793	130,501	135,209	139,917
JG-530	4,870	112,772	117,642	122,512	127,382	132,252	137,122	141,992	146,862
JG-531	5,033	119,032	124,065	129,098	134,131	139,164	144,197	149,230	154,263
JG-532	5,190	125,681	130,871	136,061	141,251	146,441	151,631	156,821	162,011
JG-533	5,351	132,801	138,152	143,503	148,854	154,205	159,556	164,907	170,258
JG-534	5,514	140,190	145,704	151,218	156,732	162,246	167,760	173,274	178,788
JG-535	5,668	147,783	153,451	159,119	164,787	170,455	176,123	181,791	187,459
JG-536	5,844	155,490	161,334	167,178	173,022	178,866	184,710	190,554	196,398

**NYS Unified Court System**  
**April 1, 2023 Salary Schedule**

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum	1st Longevity	2nd Longevity
JG-508	1,990	34,753	36,743	38,733	40,723	42,713	44,703	46,693	48,683	50,673	52,663
JG-509	2,089	36,698	38,787	40,876	42,965	45,054	47,143	49,232	51,321	53,410	55,499
JG-510	2,182	38,846	41,028	43,210	45,392	47,574	49,756	51,938	54,120	56,302	58,484
JG-511	2,284	41,167	43,451	45,735	48,019	50,303	52,587	54,871	57,155	59,439	61,723
JG-512	2,369	43,617	45,986	48,355	50,724	53,093	55,462	57,831	60,200	62,569	64,938
JG-513	2,482	46,187	48,669	51,151	53,633	56,115	58,597	61,079	63,561	66,043	68,525
JG-514	2,590	48,943	51,533	54,123	56,713	59,303	61,893	64,483	67,073	69,663	72,253
JG-515	2,695	51,856	54,551	57,246	59,941	62,636	65,331	68,026	70,721	73,416	76,111
JG-516	2,830	54,768	57,598	60,428	63,258	66,088	68,918	71,748	74,578	77,408	80,238
JG-517	2,971	57,904	60,875	63,846	66,817	69,788	72,759	75,730	78,701	81,672	84,643
JG-518	3,116	61,249	64,365	67,481	70,597	73,713	76,829	79,945	83,061	86,177	89,293
JG-519	3,256	64,659	67,915	71,171	74,427	77,683	80,939	84,195	87,451	90,707	93,963
JG-520	3,400	68,052	71,452	74,852	78,252	81,652	85,052	88,452	91,852	95,252	98,652
JG-521	3,549	71,748	75,297	78,846	82,395	85,944	89,493	93,042	96,591	100,140	103,689
JG-522	3,712	75,646	79,358	83,070	86,782	90,494	94,206	97,918	101,630	105,342	109,054
JG-523	3,860	79,805	83,665	87,525	91,385	95,245	99,105	102,965	106,825	110,685	114,545
JG-524	4,003	84,216	88,219	92,222	96,225	100,228	104,231	108,234	112,237	116,240	120,243
JG-525	4,180	88,976	93,156	97,336	101,516	105,696	109,876	114,056	118,236	122,416	126,596
JG-526	4,356	93,782	98,138	102,494	106,850	111,206	115,562	119,918	124,274	128,630	132,986
JG-527	4,502	99,093	103,595	108,097	112,599	117,101	121,603	126,105	130,607	135,109	139,611
JG-528	4,669	104,500	109,169	113,838	118,507	123,176	127,845	132,514	137,183	141,852	146,521
JG-529	4,850	110,165	115,015	119,865	124,715	129,565	134,415	139,265	144,115	148,965	153,815
JG-530	5,016	116,156	121,172	126,188	131,204	136,220	141,236	146,252	151,268	156,284	161,300
JG-531	5,184	122,603	127,787	132,971	138,155	143,339	148,523	153,707	158,891	164,075	169,259
JG-532	5,346	129,450	134,796	140,142	145,488	150,834	156,180	161,526	166,872	172,218	177,564
JG-533	5,512	136,782	142,294	147,806	153,318	158,830	164,342	169,854	175,366	180,878	186,390
JG-534	5,680	144,392	150,072	155,752	161,432	167,112	172,792	178,472	184,152	189,832	195,512
JG-535	5,838	152,217	158,055	163,893	169,731	175,569	181,407	187,245	193,083	198,921	204,759
JG-536	6,020	160,150	166,170	172,190	178,210	184,230	190,250	196,270	202,290	208,310	214,330

**NYS Unified Court System**  
**April 1, 2024 Salary Schedule**

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum	1st Longevity	2nd Longevity
JG-508	2,050	35,794	37,844	39,894	41,944	43,994	46,044	48,094	50,144	52,194	54,244
JG-509	2,152	37,797	39,949	42,101	44,253	46,405	48,557	50,709	52,861	55,013	57,165
JG-510	2,248	40,008	42,256	44,504	46,752	49,000	51,248	53,496	55,744	57,992	60,240
JG-511	2,353	42,399	44,752	47,105	49,458	51,811	54,164	56,517	58,870	61,223	63,576
JG-512	2,440	44,926	47,366	49,806	52,246	54,686	57,126	59,566	62,006	64,446	66,886
JG-513	2,557	47,569	50,126	52,683	55,240	57,797	60,354	62,911	65,468	68,025	70,582
JG-514	2,668	50,410	53,078	55,746	58,414	61,082	63,750	66,418	69,086	71,754	74,422
JG-515	2,776	53,411	56,187	58,963	61,739	64,515	67,291	70,067	72,843	75,619	78,395
JG-516	2,915	56,411	59,326	62,241	65,156	68,071	70,986	73,901	76,816	79,731	82,646
JG-517	3,061	59,636	62,697	65,758	68,819	71,880	74,941	78,002	81,063	84,124	87,185
JG-518	3,210	63,083	66,293	69,503	72,713	75,923	79,133	82,343	85,553	88,763	91,973
JG-519	3,354	66,597	69,951	73,305	76,659	80,013	83,367	86,721	90,075	93,429	96,783
JG-520	3,502	70,094	73,596	77,098	80,600	84,102	87,604	91,106	94,608	98,110	101,612
JG-521	3,656	73,897	77,553	81,209	84,865	88,521	92,177	95,833	99,489	103,145	106,801
JG-522	3,824	77,911	81,735	85,559	89,383	93,207	97,031	100,855	104,679	108,503	112,327
JG-523	3,976	82,198	86,174	90,150	94,126	98,102	102,078	106,054	110,030	114,006	117,982
JG-524	4,124	86,737	90,861	94,985	99,109	103,233	107,357	111,481	115,605	119,729	123,853
JG-525	4,306	91,642	95,948	100,254	104,560	108,866	113,172	117,478	121,784	126,090	130,396
JG-526	4,487	96,594	101,081	105,568	110,055	114,542	119,029	123,516	128,003	132,490	136,977
JG-527	4,638	102,060	106,698	111,336	115,974	120,612	125,250	129,888	134,526	139,164	143,802
JG-528	4,810	107,629	112,439	117,249	122,059	126,869	131,679	136,489	141,299	146,109	150,919
JG-529	4,996	113,467	118,463	123,459	128,455	133,451	138,447	143,443	148,439	153,435	158,431
JG-530	5,167	119,638	124,805	129,972	135,139	140,306	145,473	150,640	155,807	160,974	166,141
JG-531	5,340	126,278	131,618	136,958	142,298	147,638	152,978	158,318	163,658	168,998	174,338
JG-532	5,507	133,330	138,837	144,344	149,851	155,358	160,865	166,372	171,879	177,386	182,893
JG-533	5,678	140,881	146,559	152,237	157,915	163,593	169,271	174,949	180,627	186,305	191,983
JG-534	5,851	148,720	154,571	160,422	166,273	172,124	177,975	183,826	189,677	195,528	201,379
JG-535	6,014	156,778	162,792	168,806	174,820	180,834	186,848	192,862	198,876	204,890	210,904
JG-536	6,201	164,952	171,153	177,354	183,555	189,756	195,957	202,158	208,359	214,560	220,761

**NYS Unified Court System**  
**April 1, 2025 Salary Schedule**

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum	1st Longevity	2nd Longevity
JG-508	2,112	36,865	38,977	41,089	43,201	45,313	47,425	49,537	51,649	53,761	55,873
JG-509	2,217	38,928	41,145	43,362	45,579	47,796	50,013	52,230	54,447	56,664	58,881
JG-510	2,316	41,205	43,521	45,837	48,153	50,469	52,785	55,101	57,417	59,733	62,049
JG-511	2,424	43,669	46,093	48,517	50,941	53,365	55,789	58,213	60,637	63,061	65,485
JG-512	2,514	46,269	48,783	51,297	53,811	56,325	58,839	61,353	63,867	66,381	68,895
JG-513	2,634	48,995	51,629	54,263	56,897	59,531	62,165	64,799	67,433	70,067	72,701
JG-514	2,748	51,923	54,671	57,419	60,167	62,915	65,663	68,411	71,159	73,907	76,655
JG-515	2,860	55,009	57,869	60,729	63,589	66,449	69,309	72,169	75,029	77,889	80,749
JG-516	3,003	58,100	61,103	64,106	67,109	70,112	73,115	76,118	79,121	82,124	85,127
JG-517	3,153	61,424	64,577	67,730	70,883	74,036	77,189	80,342	83,495	86,648	89,801
JG-518	3,307	64,971	68,278	71,585	74,892	78,199	81,506	84,813	88,120	91,427	94,734
JG-519	3,455	68,593	72,048	75,503	78,958	82,413	85,868	89,323	92,778	96,233	99,688
JG-520	3,608	72,191	75,799	79,407	83,015	86,623	90,231	93,839	97,447	101,055	104,663
JG-521	3,766	76,112	79,878	83,644	87,410	91,176	94,942	98,708	102,474	106,240	110,006
JG-522	3,939	80,247	84,186	88,125	92,064	96,003	99,942	103,881	107,820	111,759	115,698
JG-523	4,096	84,659	88,755	92,851	96,947	101,043	105,139	109,235	113,331	117,427	121,523
JG-524	4,248	89,338	93,586	97,834	102,082	106,330	110,578	114,826	119,074	123,322	127,570
JG-525	4,436	94,386	98,822	103,258	107,694	112,130	116,566	121,002	125,438	129,874	134,310
JG-526	4,622	99,490	104,112	108,734	113,356	117,978	122,600	127,222	131,844	136,466	141,088
JG-527	4,778	105,116	109,894	114,672	119,450	124,228	129,006	133,784	138,562	143,340	148,118
JG-528	4,955	110,853	115,808	120,763	125,718	130,673	135,628	140,583	145,538	150,493	155,448
JG-529	5,146	116,871	122,017	127,163	132,309	137,455	142,601	147,747	152,893	158,039	163,185
JG-530	5,322	123,228	128,550	133,872	139,194	144,516	149,838	155,160	160,482	165,804	171,126
JG-531	5,501	130,061	135,562	141,063	146,564	152,065	157,566	163,067	168,568	174,069	179,570
JG-532	5,673	137,325	142,998	148,671	154,344	160,017	165,690	171,363	177,036	182,709	188,382
JG-533	5,849	145,103	150,952	156,801	162,650	168,499	174,348	180,197	186,046	191,895	197,744
JG-534	6,027	153,179	159,206	165,233	171,260	177,287	183,314	189,341	195,368	201,395	207,422
JG-535	6,195	161,478	167,673	173,868	180,063	186,258	192,453	198,648	204,843	211,038	217,233
JG-536	6,387	169,901	176,288	182,675	189,062	195,449	201,836	208,223	214,610	220,997	227,384