

**THE COURT OFFICERS BENEVOLENT
ASSOCIATION OF NASSAU COUNTY**

TABLE OF CONTENTS

A G R E E M E N T

between the

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

and

**THE COURT OFFICERS
BENEVOLENT ASSOCIATION
OF NASSAU COUNTY**

2021-2026

Article		Page
1	RECOGNITION	1
2	STATEMENT OF POLICY AND PURPOSE	1
3	UNCHALLENGED REPRESENTATION	2
4	EMPLOYEE ORGANIZATION RIGHTS	2
4.1	Exclusive Right to Negotiate.....	2
4.2	Payroll Deduction.....	3
4.3	Bulletin Boards.....	3
4.4	Meeting Space.....	4
4.5	Access to Employees.....	4
4.6	Employee Lists.....	4
4.7	Employee Organization Leave	5
4.8	Job Descriptions	9
5	MANAGEMENT RIGHTS	9
6	NO STRIKES	9
7	COMPENSATION	10
8	HEALTH INSURANCE.....	21
9	TIME AND LEAVE	22
9.1	Attendance.....	22
9.2	Annual Leave	25
9.3	Sick Leave.....	27
9.4	Workers' Compensation Leave.....	37
9.5	Other Leaves With Pay.....	46
9.6	Leaves Without Pay	54
9.7	Payment of Accruals Upon Separation.....	56
9.8	Written Agreement Required for Transfer	

	of Leave Credits	57		12.8	Death Benefits (Performance of Duty).....	73
	9.9	Holidays	58	12.9	Classification/Reclassification	73
	9.10	Retroactive Time Credits.....	58	12.10	Withholding Paychecks.....	73
	9.11	Holiday Pay	58	12.11	Salary Garnishments	74
	9.12	Holiday Falling on a Saturday or Sunday.....	59	12.12	Orientation Kits	74
	9.13	Workweek	59	12.13	Resumption of Deductions	74
	9.14	Conferences.....	59	12.14	Posting of Vacancies	74
	9.15	Request for Reassignment or Transfer	61	12.15	Investigatory Notification.....	74
	9.16	Scheduling.....	61	12.16	Notice of Termination	75
	9.17	Early Release.....	61	13	PRINTING OF AGREEMENT.....	75
	9.18	Layoff.....	62	14	LABOR/MANAGEMENT COMMITTEE	75
10	OVERTIME	63	15	WORK/LIFE ASSISTANCE PROGRAM.....	77	
	10.1	Overtime Policy.....	63	16	DISCIPLINARY PROCEDURES.....	77
	10.2	Definitions.....	63	16.1	Applicability.....	77
	10.3	Exclusions	63	16.2	Procedure.....	79
	10.4	Authorization for Overtime Work	65	16.3	Suspension Pending Determination of Charges	80
	10.5	Determination of Overtime Earned	66	16.4	Determination of Charges	80
	10.6	Computation of Cash Compensation.....	67	16.5	Time for Removal or Disciplinary Proceedings	81
	10.7	Time of Payment of Cash Compensation	69	16.6	Review of Penalty or Punishment	81
	10.8	Compensatory Time Off.....	69	16.7	Restoration of Position	83
	10.9	Overtime Meal Allowance	69	16.8	Alternative Disciplinary Procedure	83
	10.10	Exceptions	70	16.9	Hearing Officer Panel.....	85
	10.11	Conflict with FLSA	70	17	JOB ABANDONMENT	86
11	TRAVEL EXPENSES.....	70	18	GRIEVANCE PROCEDURES	87	
12	PERSONNEL AND PAY PRACTICES	71	19	OUT-OF-TITLE WORK.....	92	
	12.1	Evaluations and Personnel Folders.....	71	20	NO DISCRIMINATION	94
	12.2	Identification Cards and Shields.....	72	21	BENEFITS GUARANTEED	95
	12.3	Training.....	72	22	PRE-TAX TRANSPORTATION PROGRAM	96
	12.4	Reassignments and Transfers	72	23	UNIFORM AND EQUIPMENT ALLOWANCE	96
	12.5	Confidentiality.....	72	24	WELFARE FUND	100
	12.6	Legislation (Proposed)	73	25	PROTECTION OF EMPLOYEES.....	102
	12.7	Insurance (For Officers of Union).....	73	26	SALARY COMPUTATION	102

27	RESUME POOL	102
28	FLEXIBLE BENEFIT SPENDING PROGRAM.....	103
29	COURT REPORTER PRODUCTION STANDARDS.....	103
30	DRUG TESTING	105
31	REIMBURSEMENT FOR PROPERTY DAMAGE.....	108
32	DRESS CODE.....	108
33	SEVERABILITY.....	111
34	CONCLUSION OF COLLECTIVE NEGOTIATIONS.....	111
35	APPROVAL OF THE LEGISLATURE	112
36	CONFLICT WITH AGREEMENT.....	112
37	DURATION OF AGREEMENT.....	112
	SIGNATURE PAGE	113

APPENDIX A:

Job Titles or Positions Included

Within the Negotiating Unit	114
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APPENDIX B:

Salary Schedules.....	117
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AGREEMENT

AGREEMENT made by and between the State of New York-Unified Court System (hereafter referred to as the “State” or “Unified Court System”) and the Court Officers Benevolent Association of Nassau County (hereafter referred to as the “Union”). The term “employees” shall hereafter refer to employees within the bargaining unit as defined in Article 1 of this Agreement.

ARTICLE 1

RECOGNITION

The State, pursuant to Article 14 of the Civil Service Law (Public Employees' Fair Employment Act), recognizes the Court Officers Benevolent Association of Nassau County as the exclusive 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 within Nassau County as set forth in Appendix A attached hereto.

ARTICLE 2

STATEMENT OF POLICY AND PURPOSE

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

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

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

(b) To promote fair and reasonable working conditions.

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

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

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

ARTICLE 3

UNCHALLENGED REPRESENTATION

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

ARTICLE 4

EMPLOYEE ORGANIZATION RIGHTS

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

organization with reference to terms and conditions of employment of employees represented by the Union under this Agreement.

4.2 **Payroll Deduction.** The Union shall have exclusive payroll deduction of membership dues and insurance premiums with this privilege accorded to no other employee organization. Payroll deductions shall also be provided without service charge for savings and loans to credit unions as authorized in writing by an employee and in accordance with the Rules of the Comptroller. Further, to the extent allowed by law, payroll deductions shall also be provided without service charge for approved Individual Retirement Accounts and Deferred Compensation Programs as authorized in writing by an employee and in accordance with the Rules of the Comptroller.

4.3 Bulletin Boards.

(a) The State shall provide a reasonable amount of exclusive bulletin board space in an accessible place in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices, and material issued by the Union which shall be signed by a designated official of the Union. Where practicable, the bulletin boards shall be glass enclosed. 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, except for union elections. 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.

(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 understanding, 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 or leased by the State, the Union will be accorded the privilege of using such space for specific meetings subject to the consent of the District Administrative Judge or his/her designee provided that there is no extraordinary expense incurred by the State in the furnishing of such space, and written request for the use of such space is made in advance to the District Administrative Judge or his/her designee.

4.5 Access to Employees. The Union shall, on an exclusive basis, have access during work hours to employees it represents, to consult regarding membership services and programs under mutually developed arrangements with the District Administrative Judge or his/her designee.

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, title, home address, negotiating unit destination, social security number, payroll agency, salary and, if and when available, work location of all unit employees. The State shall provide to the Union a monthly list of new employee names and work locations (if available)

4.7 Employee Organization Leave.

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

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

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

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

(3) To meet or confer with the Chief Administrative Judge of the Courts 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 of the Courts.

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

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

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

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

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

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

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

(11) To attend meetings of the Court Officers Benevolent Association of Nassau County, for no more than one such meeting per month.

(12) Subject to the reasonable operating needs of the court or court-related agency no more than ten employees will be granted up to five days plus travel time in any calendar year for the purpose of attending Union conferences, seminars or workshops, and to appear before and confer with members of the Legislature. Travel time shall mean actual and necessary travel time not to exceed five hours each way.

(13) 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.

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

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

(d) Individuals duly designated and authorized in writing by the Union shall be granted EOL for time actually spent performing appropriate employee relations functions as specified in Section 4.7(b), provided that such time shall not exceed five (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 18 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.

4.8 Job Descriptions. Copies of amendments to the Unified Court System's Classification Plan for Nonjudicial Employees shall be furnished to the Union at least five days in advance of promulgation.

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 new or existing positions in accordance with law, and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 6

NO STRIKES

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

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

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

ARTICLE 7

COMPENSATION

7.1 The State and the Union shall prepare, secure introduction, and recommend passage by the Legislature of such legislation as may be appropriate and necessary to provide the benefits described in this Article.

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

7.3 Performance Evaluation.

(a) The State shall continue to utilize a performance evaluation system for all employees. All increments, longevity increments and bonuses will be conditioned on ratings pursuant to the performance evaluation system as provided herein. Such performance evaluation system shall provide for an annual, final employee performance review by a supervisor. A mid-year review may also be held for employees who have received a rating that was other than meets job requirements during the previous rating period. Additional informal reviews are encouraged. No increment, longevity increment or bonus payment normally due under Section 37 of the Judiciary Law and provided for in this Agreement or bonus payment under Section 7.7 shall be released unless an employee receives a

final annual rating other than unsatisfactory under the State's performance evaluation system. An employee will receive a copy of the performance evaluation form. An unsatisfactory rating in one year will not be a bar to increments, longevity increments or bonuses in future years, if eligible.

(b) A written appeal of an unsatisfactory performance evaluation review shall be made within ten workdays of the receipt of the final performance evaluation form. Such appeal shall be made on a form acceptable to the State and the Union to a panel to be composed of one Union representative, one management representative and one third-party neutral to be designated by agreement of the parties. The panel shall review whether the unsatisfactory performance evaluation was a reasonable determination by the supervisor considering the performance evaluation form and the written appeal form. The panel may determine, in its discretion, that additional information, oral argument or witnesses are necessary to make an adequate review. The panel shall determine in writing by March 1 whether the unsatisfactory rating shall be sustained or denied. Such decision shall be final and binding and unreviewable in any 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 Section 200(1) of the State Finance Law, each graded employee eligible for an increment pursuant to Section 37 of the Judiciary Law whose performance is rated higher than unsatisfactory, shall receive such increment based on the salary schedule in effect on March 31, 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.

(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 \$1000, 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 Section 200(1) of the State Finance Law, each graded employee eligible for an increment pursuant to Section 37 of the Judiciary Law whose performance is rated higher than unsatisfactory, shall receive such increment based on the salary schedule in effect on March 31, 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.

(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 \$1000, whichever is greater. Such percentage increase shall be added to the salary schedule.

(c) 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.

7.6(a) 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, 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.

(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.

7.7(a) 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, 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.

(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.

7.8(a) 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, 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.

(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.

7.9 Location Pay.

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

(a) 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 in Nassau County.

(b) 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 in Nassau County.

(c) 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 in Nassau County.

(d) Effective April 1, 2025, 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 Nassau County.

7.10 Longevity Bonus.

The Longevity Bonuses in effect on March 31, 2021, shall remain in effect except as modified below.

(a) Effective April 1, 2022, 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 \$2,200 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(b) Effective April 1, 2022, 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 \$2,300 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(c) Effective April 1, 2022, 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 \$2,400 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(d) 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 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.

(e) 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.

(f) 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.

(g) 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 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.

(h) 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.

(i) 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.

(j) Effective April 1, 2025, 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 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.

(k) Effective April 1, 2025, 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.

(l) Effective April 1, 2025, 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 **Shift Differential.** There shall be a shift differential of ten percent 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 of work 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.

7.12 **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 acknowledgment form.

7.13 **Security and Law Enforcement Differential (“SLED”).** SLED payments in effect on March 31, 2021, shall remain in effect except as modified below.

(a)(1) 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.

(2) 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.

(3) 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.

(4) Effective April 1, 2025, 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.

(b) 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 the equivalent of 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.

(c) 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 7.13(b) 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. Except as otherwise provided in this Section, effective January 1, 2020, employees enrolled in such plans shall receive health 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 applies to Executive Branch represented by the Civil Service Employees Association, Inc. Notwithstanding the foregoing, the State shall not increase the employee contribution level, co-payments and/or deductibles during the interim period between the expiration date of this Agreement and the execution of a successor agreement. An employee presently enrolled pursuant to Section 39.6 of the Judiciary Law in a local option health plan (including health, dental, prescription drug, disability or any similar insurance or benefit) may continue enrollment in such plan.

8.2 The joint committee composed of representatives from the State and all unions representing nonjudicial employees of the Unified Court System shall continue. This committee shall investigate and make recommendations concerning health insurance-related issues including the elimination or duplication of State-provided and Welfare Fund benefits, the restructuring of benefits or additional benefits, provided such recommendations shall not increase the total cost of such benefits to the State, and the establishment of short-term and long-term disability insurance programs and wellness programs. This committee shall meet as necessary, but not less than twice a year, and shall review all health

plan-related matters such as experience of utilization of benefits and premium increases, at meetings specifically scheduled for this purpose.

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) **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 impact negotiations shall not, however, serve to delay or otherwise bar transition/implementation.

(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 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 20 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 a sole basis for raising a concern about an employee's presence at the beginning or end of the employee’s shift.

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

(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.

(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.

(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.

(b) **Tardiness.**

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

(2) In the event the Deputy Chief Administrative Judge (Courts Outside New York City) determines that public transportation difficulties, strikes, severe storms or floods, or similar uncontrollable conditions affecting employees exist, tardiness shall be excused by the Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee.

(3) The District Administrative Judge or his/her designee shall excuse a loss of time 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 loss of time was due to such emergency duties.

(4) Employees shall charge tardiness to accrued annual leave on a minute-for-minute basis.

9.2 **Annual Leave.**

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

(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 purpose of this Section; provided, however, that leave without pay for more than six months or the period between resignation and re-employment, during which the employee is not in the service of the Unified Court System, shall not be counted in determining eligibility for additional annual leave credits under this Section.

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

(d) No accumulation of annual leave credits in excess of 54 days may be carried from one fiscal year to the next. Any such accumulation in excess of 54 days at the end of the fiscal year shall be converted into sick leave.

(e) The time at which annual leave may be drawn by an employee shall be subject to the prior approval of the District Administrative Judge or his/her designee. Notwithstanding the foregoing, employees shall be allowed to charge up to fourteen (14) hours of annual leave (prorated for employees working less than full time) for emergency circumstances, per calendar year. Such approval shall not be unreasonably withheld.

(f) As far as practicable, an employee shall be allowed to use annual leave credits prior to appointment, promotion, reassignment or transfer to a different court or court-related agency. In any event, the court or court-related agency to which an employee is appointed, promoted, reassigned or transferred shall credit him/her with all of his/her accumulated annual leave credits not used prior to such appointment, promotion, reassignment or transfer.

(g) Employees compensated on a part-time, per diem or hourly basis who are employed at least half-time and who are expected by the Administrative Director or his/her designee 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 which shall be granted and shall be subject to the same limitations and restrictions as would apply if they were compensated on an annual salary basis.

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

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

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

(k) If an employee's written request for use of accrued leave credits is denied, the employee shall receive a written statement of the reasons for such denial.

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

9.3 Sick Leave.

(a)(1) Sick leave is absence with pay necessitated by the illness or disability of the employee including illness or disability caused by pregnancy or childbirth.

(2) 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 the employee's spouse; domestic partner; natural, foster or step: parent or child; 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. Sick leave used for this purpose shall be charged separately as part of uniform time and attendance procedures.

(3) **Sick Leave Use During FMLA Caregiver Leave.** An employee who submits a WH-380-F form and is approved for a caregiver leave pursuant to the Family and Medical Leave Act (“FMLA”) may charge approved FMLA caregiver absences during the FMLA period to accumulated sick leave. Sick leave charged during the FMLA period shall not be counted towards the 25 days set forth in 9.3(a)(2), i.e., these 25 “family sick leave” days remain available for the employee’s use before and/or after the FMLA period.

(b) Employees shall earn sick leave credits at the rate of one-half day per biweekly pay period. No more than 200 days of sick leave credits may be used for retirement service credit and to pay for health insurance in retirement. 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 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 for such period.

(c) An employee absent on sick leave shall notify his/her supervisor, or the supervisor's designee if appointed, of such absence and the reason therefore on the day of such absence and within 60 minutes after the beginning of his/her workday; provided, however, that where the work is such that a substitute may be

required, the District Administrative Judge or his/her designee may require earlier notification, but no earlier than two hours prior to the beginning of the employee's workday. The District Administrative Judge shall waive such notice requirements where he/she has determined that a medical emergency existed which prevented the employee from complying with such notice requirements.

(d) Before absence for personal illness may be charged against accumulated sick leave credits, the District Administrative Judge or his/her designee 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 Administrative Director or his/her designee. The State will not routinely require proof of illness for absences of three days or less. Abuse of sick leave shall be cause for disciplinary action.

(e)(1) The District Administrative Judge or designee 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 the 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 employee's health or the health of other employees. If the medical reports provided by the employee are deemed insufficient, the employee will be notified within five (5) workdays and asked to provide additional medical. If the employee does not provide additional medical or the medical provided is deemed insufficient, the Deputy Chief Administrative Judge

(Courts Outside New York City), will make a determination within five (5) workdays 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 employee's health or the health of other employees. The examination shall be scheduled within twenty (20) workdays after a determination is made by the Deputy Chief Administrative Judge (Courts Outside New York City) 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 (20) 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.

(2) For absences of three (3) days or less, the Return to Work Form will not be required unless the employee is on a leave benefit, including intermittent leave, or left the work place in the care of emergency services personnel.

(f) In addition to personal illness of an employee, personal visits to a doctor, dentist, or other medical practitioner by the employee when approved in advance when practicable by the District Administrative Judge or his/her designee may be charged against accumulated sick leave credits. Proof of the need for such absence, satisfactory to the District Administrative Judge or his/her designee, may be required.

(g) When an employee is transferred or reassigned, his/her accumulated sick leave credits shall be transferred with him/her. When an employee is

separated from service, for other than disciplinary reasons, and is subsequently reinstated or re-employed within one year after such separation or is reinstated by action of the Chief Administrative Judge of the Courts, or is reinstated or re-employed while eligible for reinstatement from a preferred list, his/her sick leave credits accumulated and unused at the time of his/her separation shall be restored.

(h) 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.

(i) Incapacitated Employees.

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

(2) Where the continued presence of an employee on the job represents a potential danger to persons or property or would significantly interfere with operations, the Deputy Chief Administrative Judge (Courts Outside New York City)

may place such employee on an involuntary leave of absence immediately, provided, however, that the employee shall be entitled to draw all accumulated and unused sick leave, annual leave, compensatory time, overtime credits and other time allowances standing to his/her credit. If such employee is finally determined to be physically and mentally fit to perform the duties of his/her position, he/she shall be restored to his/her position and shall have any leave credits or salary that he/she may have lost because of such involuntary leave of absence restored to him/her, less any compensation he/she may have earned in other employment or occupation and any unemployment benefits he/she may have received during such period.

(3) An employee who is temporarily disabled from performing the full duties of his/her position may, as far as practicable, be assigned to in-title and related duties in the same title during the period of the employee's disability. If a suitable position is not available, the State may offer the employee any available opportunity for appointment to another title for which the employee is qualified pursuant to applicable rules of the Chief Administrative Judge of the Courts. 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 Deputy Chief Administrative Judge (Courts Outside New York City) and his/her position may be filled by a permanent appointment.

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

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

(6)(a) Absent exceptional circumstances, prior to being placed on leave pursuant to Section 9.3(i)(2) or 9.3(i)(3) or terminated pursuant to Section 9.3(i)(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 and the Union. If such person elects to appeal, he/she shall file a written request for a hearing with the Deputy Chief

Administrative Judge (Courts Outside New York City) within ten workdays from service of the notice of the determination to be reviewed. The request for such hearing shall be filed by the employee personally or by first class, certified or registered mail, return receipt requested.

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

(c) A hearing shall be held by a hearing officer designated for that purpose by the Deputy Chief Administrative Judge (Courts Outside New York City). The hearing officer shall be vested with all the powers of the Deputy Chief Administrative Judge (Courts Outside New York City), and shall make a record of the hearing which shall, with his/her recommendation, be referred to the Deputy Chief Administrative Judge (Courts Outside New York City) for review and decision and which shall be provided to the employee free of charge. The employee shall, upon request, receive a copy of the transcript of the hearing without charge. The employee may be represented at the hearing by counsel or a representative of the Union and may present medical experts and other witnesses or evidence. The burden of proving mental or physical unfitness shall be upon the State. Compliance with technical rules of evidence shall not be required. The Deputy Chief Administrative Judge (Courts Outside New York City) will render

a final determination and may either uphold the original notice of leave of absence, withdraw such notice or modify the notice as appropriate. A final determination of an employee's request for review shall contain notice to the employee of his/her right to appeal from such determination and of the procedures for perfecting such appeal.

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

(7) An employee on leave pursuant to Section 9.3(i)(2) or 9.3(i)(3) may, within one year of the commencement of such leave, make application to the Deputy Chief Administrative Judge (Courts Outside New York City) for a medical examination to be conducted by a medical officer selected for that purpose by the Chief Administrative Judge of the Courts or his/her designee. An employee whose employment status has been terminated pursuant to Section 9.3(i)(3) or 9.3(i)(4), may, within one year after the termination of his/her disability, make application to the Deputy Chief Administrative Judge (Courts Outside New York City) for a medical examination to be conducted by a medical officer selected for that purpose by the Chief Administrative Judge of the Courts or his/her designee. If, upon such medical examination, the medical officer shall certify that such person is physically and mentally fit to perform the duties of

his/her former position, he/she shall be reinstated to the former position, if vacant, or to a vacancy in a similar position or a position in a lower title in the same occupational field in his/her former promotion unit. If no appropriate vacancy shall exist to which such reinstatement may be made, or if the work load does not warrant the filling of such vacancy, the name of such person shall be placed on a preferred list for his/her former position in his/her former promotion unit, and he/she shall be eligible for reinstatement in such former promotion unit from such preferred list for a period of four years. In the event that such person is reinstated in a position in a title lower than that of his/her former position, his/her name shall be placed on the preferred eligible list for the former position or any similar position in such former promotion unit.

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

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

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

(k) **Use of Accruals at Half-Time During FMLA Leaves.** During a leave pursuant to the FMLA employees may charge their leave accruals at the half-time rate.

9.4 Workers' Compensation Leave.

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

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

(b) For the purposes of this Section, a workers' compensation injury shall mean:

(1) any occupational injury, disease or condition found compensable as defined in the Workers' Compensation Law for non-uniformed personnel, and;

(2) any occupational injury, disease or condition found compensable as defined in the Workers' Compensation Law and not incurred in the line of duty as a Court Officer for uniformed personnel.

(a) An employee who suffers a compensable occupational injury shall, upon completion of a ten-workday waiting period, be placed on a leave of absence without pay for all absences necessitated by such injury and shall receive the benefit provided by the Workers' Compensation Law except as set forth in this Article.

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

(c) This shall not, however, be a bar to receipt of additional disability benefits provided to employees through Article 21 of this Agreement.

(d) The State will make previously authorized payroll deductions for the period 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 Section 9.4(I)(2)(a) above.

(3) An employee required to serve a waiting period pursuant to subsection (I)(2)(a) shall have the option of using accrued leave credits or being placed on leave without pay. Where an employee charged credits, upon receipt of documentation from the State Insurance Fund issuing a credit to the State for the time charged, the employee shall be entitled to restoration of credits charged proportional to the net monetary award credited to the State by the Workers' Compensation Board. In the event the restoration of credits is not sufficient to restore the full amount of accrued leave used during the waiting period, the State shall credit to the employee's leave accruals, the difference between the accrued leave used and the Worker's Compensation Board Credit.

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

(5) An employee receiving workers' compensation payments for a period of disability found compensable by the Workers' Compensation Board shall be treated as though on the payroll for the length of the disability not to exceed 12

months per injury for the sole purposes of accruing seniority, continuous service, health insurance and Employee Benefit Fund contributions normally made by the State, and accrual of annual leave and sick leave. Additionally, such employee shall be treated as though on payroll for the period of disability not to exceed 12 months per injury for the purposes of retirement credit and contributions normally made by the State and/or the employee.

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

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

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

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

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

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

(c) If the date of the disability incident is on or after April 7, 1993, the benefits available shall be as provided herein.

(8) Mandatory Alternate Duty. The parties agree to develop, as soon as possible, a mandatory alternate duty policy in accordance with the Americans With Disabilities Act and the FMLA for employees who request or are directed to return to work.

(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.

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

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

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

(a) A uniformed employee necessarily absent from work because of an occupational injury or disease as defined under the Workers' Compensation Law,

and incurred in the line of duty, shall be granted leave from his/her position for the period of absence necessitated by such injury in accordance with the provisions of this Section. For purposes of this Section, a line-of-duty injury shall include any injury: caused by an accident while driving a motor vehicle in the course of providing judicial protection or while making bank deposits; incurred while on a Mobile Security Patrol Assignment; incurred through the administration of Naloxone (Narcan); incurred in the course of training, including firearms training (for court officers and court clerks), training at the Court Officers Academy (or other facility where basic court officer training takes place), practice at the firing range (court officers and court clerks), OC, baton training, or in the course of other State approved, sponsored or required training; incurred through an assault to the employee; incurred by the employee while guarding a prisoner, including, but not limited to, an injury suffered by the employee while transporting a prisoner suffered by the employee in the pursuit of a criminal; or incurred while coming to the aid of an employee, member of the public or in response to an emergency. Notwithstanding the foregoing, 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.

An employee requesting leave under this Section must submit a request for such leave benefit to the Deputy Director for Labor Relations or his/her designee on forms to be established. Such request must be submitted within 25 workdays of the occurrence of the injury or, the first day of absence due to the injury, whichever is later. The Deputy Director for Labor Relations or his/her designee

shall waive the time limitation on filing such request where he/she determines that a medical condition existed which prevented the employee from complying with such time limitations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Should the employee's disability continue beyond 12 months, and a determination is made by a State Insurance Fund physician or consulting State

physician, or a State-selected physician, that the employee is not permanently disabled and will be able to return to work within the additional leave period, the employee will be granted leave under this Section for a period not to exceed an additional six months.

(g) The Deputy Director for Labor Relations or his/her designee may, at approximately the tenth month of utilization of workers' compensation leave, have an employee examined by a State Insurance Fund physician or consulting physician, or State-selected physician, to determine if the employee is permanently incapacitated from performing his/her duties as a uniformed employee. If it is determined that the employee is permanently incapacitated, the Deputy Director for Labor Relations or his/her designee will notify the employee by certified mail, return receipt requested with a copy to the Union, encouraging him/her to file for disability retirement or any other retirement that may be available prior to the 12th month of such workers' compensation leave. Such notice shall indicate that should the employee choose not to file for disability retirement by the end of the 12th month of such leave, he/she shall not be eligible for the additional leave provided under Section 9.4(II)(i).

(h) If, at any time, it is determined through medical examination that the injury or disease incurred by the employee is of such nature as to incapacitate the employee from the full performance of duties either permanently or for the duration of the period for which workers' compensation leave can be granted, the Deputy Director for Labor Relations or his/her designee will notify the employee by certified mail, return receipt requested with a copy to the Union, encouraging him/her to file for disability retirement prior to the 12th month of such workers'

compensation leave. Such notice shall indicate that should the employee choose not to file for disability retirement by the end of the 12th month of such leave, he/she shall not be eligible for the additional leave provided under Section 9.4(II)(i).

(i) If an employee has applied for disability retirement under subsections (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.

(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.

(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 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.

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

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

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

(n) **Workers' Compensation Leave—Assaultive Circumstances.** The State shall grant leave pursuant to Section 9.4(II) to non-uniformed employees who are injured in the line of duty through “assaultive circumstances”, as defined in Section 9.4(II)(a), and who otherwise qualify for workers' compensation benefits.

(o) **Workers' Compensation Leave—Extraordinary Circumstances.** In addition to the leave set forth above in Section 9.4(II)(n), in the discretion of the Deputy Chief Administrative Judge (Courts Outside New York City), employees may also be eligible for leave under Section 9.5(i) of the Agreement for injuries incurred as a result of extraordinary circumstances.

(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.

9.5 Other Leaves With Pay.

(a) **Leave for Subpoenaed Appearance and Jury Attendance.** Upon application to the Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee, together with proof satisfactory to the State of the necessity of each day's absence from work, an employee shall be granted a leave

of absence with pay for documented absences resulting from jury service or appearance as a witness pursuant to subpoena or other order of a court or body.

Provided, however, that this Section shall not apply to any absence by an employee occasioned by such an appearance where the employee, or his/her relative as defined in subsection (f) of this Section, has a personal interest in the underlying action or proceeding; nor shall this Section apply to any absence by an employee who receives a fee for testifying as an expert witness.

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

(b) Leave for Civil Service Examinations.

(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 District Administrative Judge or his/her designee.

(2) Upon application to the Deputy Chief Administrative Judge (Courts Outside New York City), or his/her designee, together with proof satisfactory to the State, employees registered to take the New York State Bar examination shall

be allowed two days leave with pay to take the Bar examination and, if necessary, one day leave with pay to review the results of such examination.

The State agrees that to the extent the Chief Administrative Judge of the Courts determines, pursuant to the Rules of the Chief Judge and Chief Administrative Judge of the Courts, to establish examination fees for Civil Service examinations, the State will waive such examination fees for employees.

(c) **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.

(d) **Leaves Required by Law.** An employee shall be allowed such other leaves of absence with pay, including military leave, as are required by law.

(e) **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 Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee, shall allow such employee to absent himself/herself 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.

(f) **Bereavement Leave.** Leave of up to four consecutive State workdays (based on a standard Monday to Friday workweek and not to exceed a total of 28 work hours), shall be allowed immediately following the death of an employee's spouse; domestic partner; natural, foster or step: parent, child, brother or sister; or the natural, foster or step child of the employee's domestic partner; an employee's father-in-law or mother-in-law; the parent or step parent of the employee's domestic partner; grandparent or grandchild; any relative residing with the employee; or an individual for whom the employee has been the primary caregiver.

Leave of up to two consecutive State workdays (not to exceed 14 work hours) shall be allowed immediately following the death of an employee's son-in-law or daughter-in-law or the son-in-law or daughter-in-law of the employee's domestic partner.

Additionally, one day (not to exceed 7 work hours) of bereavement leave shall be allowed following the death of an employee's brother-in-law or sister-in-law or the brother or sister of the employee's domestic partner.

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

For those employees regularly scheduled to work on a weekend or holiday, such days shall be considered State 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 leave shall not be charged to annual leave.

(g) **Grievance Procedure.** The grievant and necessary witnesses shall be allowed leave with pay to participate in grievance procedures.

(h)(1) **Extraordinary Circumstances.**

(a) **Court Closures Due to 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 Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee shall promulgate a list of personnel who have this authority.

(i) Employees who are required by the District Administrative Judge or his/her designee to work when the court or facility where they report to work is closed due to extraordinary circumstances, shall be credited with a minimum of five (5) hours of compensatory time regardless of the amount of time that they are required to work when the court or facility is closed. Employees who work more

than five (5) hours of their regular scheduled day on a day when the court or facility where they report to work is closed due to extraordinary circumstances shall receive additional compensatory time on a minute for minute basis. This Section shall not apply when there is a delay in the opening of a court or facility.

(b) **Delayed Openings and Early Closures Due to Inclement Weather.**

When a court or court-related facility is open for any period of time on a day when there is inclement weather, employees who do not report to work shall be required to charge their annual leave for a full day's absence, except as set forth below:

(i) Delayed Opening: When a court or court-related facility opens two and one half (2½) hours or more after its regular opening time because of inclement weather, employees who do not report to work shall only be required to charge their annual leave for the amount of time their court or court-related facility was open. The balance of the employee's shift shall be excused.

(ii) Early Closing: When a court or court-related facility opens at its regular time and closes two and one half (2½) hours or less thereafter because of inclement weather, employees who do not report to work shall only be required to charge their annual leave for the amount of time their court or court-related facility was open. The balance of the employee's shift shall be excused.

The foregoing does not apply to employees who were already scheduled to be out on any type of approved leave on such day. Employees seeking to charge sick leave to cover unscheduled absences on days when a court or court-related

facility opens late or closes early due to inclement weather may be required to submit documentation substantiating the need for sick leave on such date.

(iii) Employees who are directed to report to work during a delay or directed to remain at work following an early closure shall be entitled to minute-for-minute compensatory time for time worked during such delay/early closure.

(i) **Other Leaves With Pay.** The Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee may grant leaves with pay for reasons not itemized in this Section.

(j) **Internal Discrimination Claims.** Subject to the reasonable operating needs of the court or court-related agency and with the prior written approval of the Unified Court System's Workforce Diversity Office, an employee shall be allowed leave with pay (i) to consult with the Workforce Diversity Office prior to filing an Internal Discrimination Claim pursuant to the Discrimination Claim Policy and Procedure; or, (ii) to attend meetings or consultations with the Workforce Diversity Office in relation to a filed Internal Discrimination Claim. Such leave shall include reasonable travel time.

(k) **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.

(l) **Convention Leave.** Subject to prior notice to and authorization by the Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee, up to four days leave with pay per annum shall be granted for attendance of delegates and alternates to State or national conventions of volunteer firefighter's organizations.

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

(n) **Grand Jury Leave.**

(1) Peace officers who may become the subject of a Grand Jury review for using physical force pursuant to their official duties shall be granted 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.

(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 23.8.

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

(o) **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 Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee. This Section shall not apply to leave to attend firearms requalification.

9.6 Leaves Without Pay.

(a) **Leave of Absence; Duration.** A permanent employee may, in the discretion of the Deputy Chief Administrative Judge (Courts Outside New York City) 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 Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee for good cause shown and where the interests of the government would be served. For the purposes of this Section, time spent in active service in the military forces of the United States or of the State of New York shall not be considered in computing the period of leave.

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

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

(c) **Leave for Child Care.** A combined confinement and child care leave of absence without pay shall be granted to an employee (male or female) who becomes the parent of a child up to four years of age, either by birth or by adoption, for a period of up to 12 months. A period beyond 12 months, but not more than another successive 12-month period, may be granted at the discretion of the Deputy Chief Administrative Judge (Courts Outside New York City) 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.

Confinement and child care leave is leave without pay. Prior to the commencement of such leave, an employee may at his or her option be continued in pay status for a period of time equal to all of the employee's unused accrued annual leave. 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.

This Section shall not be construed to require extension of the employment of a temporary, provisional, contingent permanent or other employee beyond the time at which it would otherwise terminate by operation of law, rule or regulation.

9.7 Payment of Accruals Upon Separation from Unified Court System Service.

(a) At the time of separation from Unified Court System service, an employee or his/her estate or beneficiary, as the case may be, shall be compensated in cash for annual leave credits not in excess of 80 days (560 hours) accrued and unused as of the effective date of separation and for compensatory time not in excess of 54 days (378 hours) accrued and unused as of the effective date of separation. Any accumulation of compensatory time in excess of 54 days at the time of separation shall be converted into sick leave. Cash compensation for annual leave shall be adjusted where an employee is transferring to a different state entity and meets the requirements under a valid reciprocal agreement for the transfer of leave credits. 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 employment.

(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 in each category accrued and unused as of the last date on which his/her name appeared on the State payroll.

(c) No employee who is placed on the payroll of the State pursuant to Section 39 of the Judiciary Law, shall be entitled to compensation under this Section for any time or leave credits accrued before April 1, 1977, except in accordance with Section 39 of the Judiciary Law. Notwithstanding the above, employees hired between April 1, 1977 and May 19, 1980 shall be credited with sick leave and annual leave accumulations in accordance with the terms of the predecessor agreement with the County of Nassau.

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

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

9.10 **Retroactive Time Credits.** All provisions of this Article shall be retroactive only to April 1, 1988 unless otherwise provided.

9.11 **Holiday Pay.**

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

compensation or compensatory time off unless he/she has been scheduled or directed to work.

(b) 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).

9.12 **Holiday Falling on a Saturday or Sunday.** A holiday falling on a Saturday or Sunday shall be observed on the preceding Friday or following Monday subject to the operational or staffing needs of the court or 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 normal workweek shall be 35 hours. Whenever practicable, the normal workweek shall consist of five consecutive workdays separated by two consecutive days off. This shall not constitute a bar to the consideration of a flexible workweek or a flexible workday. Permanent changes in employees' workweek or work schedule shall be made upon reasonable notice to the Union. The impact of permanent changes in employees' workweek or work schedule shall be subject to negotiations with the Union. This Section shall not, however, be a bar to consideration of Alternative Work Schedule requests from individuals.

9.14 **Conferences.** Four days leave per annum without charge to an employee's leave credits may be allowed to attend conferences of recognized professional organizations 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 an employee's profession or work duties as described in the applicable title standard. This leave is subject to the approval of the Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee 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 Request for Reassignment or Transfer. To the extent that an employee's request for reassignment or transfer can be accommodated, the State shall do so. The issue of reassignments and transfers shall be a subject for consideration by the Labor/Management Committee which may suggest and make recommendations regarding procedures to be established.

9.16 Scheduling. Subject to the reasonable operating needs of the court or court-related agency, employee service in title in the Unified Court System shall be used to resolve conflicts among employees in the same title in scheduling hours of annual leave, holiday work or flexible time. If two or more employees in the same title have the same length of service in title and 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.

9.17 Early Release. The Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee 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 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 Deputy Chief Administrative Judge (Courts Outside New York City Courts) or his/her designee.
- e. Indoor temperature readings will be monitored by an appropriate management representative to be determined locally.

9.18 Layoff.

(a) In the event of an abolition or reduction of positions pursuant to 25.30 of the Rules of the Chief Judge, permanent employees in the competitive, non-competitive and labor class affected by the abolition or reduction of positions shall be made in inverse seniority order of original appointment date (“OAD”) in the classified service of the Unified Court System subject to the exceptions detailed in this Section of the Rules.

(b) All employees, including those in the non-competitive confidential/exempt class, who are impacted by a workforce reduction, will be provided with not less than thirty (30) calendar days’ written notice prior to the effective date.

(c) COBANC-represented employees who promote from a competitive title to a non-competitive title in the same title (occupational) series shall have return rights to their prior competitive title provided that they held that position on a permanent basis.

(d) Employees covered by Section 9.18 who have five years of non-temporary service and are released from Unified Court System employment during a workforce reduction shall be afforded the same health benefits protection provided to employees who are noncompetitive provided, however, that any health benefits reimbursements shall cease on (1) the date the individual qualifies for health care coverage, other than in connection with previous Unified Court System employment; or (2) close of business one year from the date of termination.

ARTICLE 10

OVERTIME

10.1 **Overtime 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 10.6, or compensatory time, pursuant to Section 10.8, at the employee's option.

Employees shall receive compensation for work performed in excess of 40 hours per week at a rate equal to one and one-half times their hourly rate of pay as provided in Section 10.6. It is the policy of the State that overtime work be held to a minimum consistent with the needs and requirements of sound and orderly administration of State government.

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

(a) "Overtime" shall mean only hours worked in excess of 35 hours in any workweek by an eligible employee.

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

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

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

10.3 **Exclusions.**

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

(b) With respect to previously-made determinations on contractual overtime exclusions such determinations shall be continued.

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

(d) With respect to new titles, the State shall undertake a review of all such titles, as they are established, for the purpose of determining overtime eligibility for contractual overtime using FLSA criteria. Upon request by the Union, the State and the Union shall meet to discuss whether the title in question should be eligible to receive contractual overtime compensation.

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

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

10.4 Authorization for Overtime Work.

(a) Unscheduled overtime work must be authorized in advance by the Administrative Judge.*

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

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

(d) The Administrative Judge 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. With regard to employees denied such overtime opportunities for time and attendance infractions, such exclusion shall not exceed six months following the final determination of discipline or alternate discipline procedures. For purposes of this Section 10.4(d), "equitable distribution" shall mean in order of lowest overtime hours calendar year to date. Where overtime hours are the same, conflicts shall be resolved by time in title.

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

*The term Administrative Judge as used in this Article refers to: District Administrative Judge-Nassau County.

(f) 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.

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

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

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

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

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

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

10.5 Determination of Overtime Earned.

(a) Total hours worked shall include all the time worked by an employee when required to be on duty or at a prescribed workplace and shall exclude all absences from duty and all time allowed for meals. Overtime work shall also exclude all preparation of transcripts except those transcripts prepared pursuant to Judiciary Law, Section 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 officer or employee. Compensatory time off granted in the same workweek in which it is earned, except compensatory time off granted in lieu of a holiday worked in such workweek, does not add to the total hours worked and is not to be construed as time worked by an employee.

(b) 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 payment on the basis of one-half hour overtime for each hour of standby time in cash, if eligible for cash payment or compensatory time off, if eligible for compensatory time.

(c) Employees recalled from home for unscheduled overtime work shall be guaranteed overtime payment in cash for at least four hours, if eligible for cash payment, provided, however, if an employee is ineligible for cash overtime payment, he/she shall be guaranteed compensatory time off for at least four hours.

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

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

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

(b) When the overtime is worked in a position allocated to a salary grade lower than 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 pay of the maximum salary of the lower position plus such longevity increments to which he/she would otherwise be entitled were he/she in such lower grade position, but in no event in excess of a straight-time rate of pay in his/her regular position for work between 35 and 40 hours and in excess of one and one-half times the hourly rate of pay of his/her regular position for work in excess of 40 hours.

(c) 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.

(d) The hourly rate of compensation shall be determined by dividing the basic annual rate of compensation plus any additional compensation payable because of an assignment differential, 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.

10.7 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 biweekly payroll period following the period during which the overtime is earned.

10.8 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.

10.9 Overtime Meal Allowance.

(a) A meal allowance of \$9 will be paid to any employee required to work at least three hours beyond his/her normally scheduled workday unless he/she is receiving cash compensation for such overtime work.

(b) Court officers and court clerks who supervise deliberating juries at dinner shall receive overtime compensation in cash, if eligible for cash payment, or compensatory time, if eligible for compensatory time, and dinner.

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

10.11 **Conflict with FLSA.** In the event that a tribunal of competent jurisdiction determines that any determination made pursuant to this Article is in conflict with the FLSA, then such determination shall be of no force and effect and the applicable portion of the FLSA shall govern. The grievance and arbitration procedure of the Agreement shall not apply to alleged conflicts between determinations made pursuant to this Article and FLSA.

ARTICLE 11

TRAVEL EXPENSES

11.1 **Per Diem Meal and Lodging Expenses.** The State 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").

ARTICLE 12

PERSONNEL AND PAY PRACTICES

12.1 Evaluations and Personnel Folders.

(a) An employee shall be given a copy of every statement concerning his/her work performance or conduct prepared during the term of this Agreement, if such statement is to be placed in his/her permanent personnel folder. Prior to being given a copy of such statement, the employee must sign a form which shall indicate only that he/she was given a copy of the statement but that he/she does not necessarily agree with its contents. The employee shall have the right, but not the obligation, to answer any such statement filed and the answer shall be placed in the employee's personnel 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 actions against the employee.

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

(c) Upon an employee's written request, any material in his/her personnel 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 personnel folder. Upon an employee's written request, any material including disciplinary actions, personnel transactions and evaluatory statements concerning work performance may, if over

three years old, be removed at the discretion of the Deputy Chief Administrative Judge (Courts Outside New York City).

12.2 Identification Cards and Shields. All employees shall be issued by the State official photo identification cards. Official shields shall be issued to those Court Officers and Court Clerks who have not previously been issued shields. The State shall replace identification cards and shields damaged, broken or lost in the performance of duty.

12.3 Training. The State shall provide appropriate training for all Court Officers and, in addition, for any other peace officer designated to receive such training, and shall consult with the Union about the duration, frequency and content of such course of training including but not limited to the use of firearms, C.P.R., and the methodology of non-violent restraint, pursuant to Article 14 of this Agreement.

12.4 Reassignments and Transfers. Except through the established disciplinary procedure, no employee shall be reassigned or transferred for the purpose of imposing discipline. The State and the Union shall meet in a Labor/Management Committee during the term of this Agreement to consider unit reassignment and statewide transfer practices. If the Committee reaches any conclusions concerning a plan for a modification of current reassignment and transfer practices, it shall reduce such conclusions to writing by March 1, 2002.

12.5 Confidentiality. The State shall not disclose the home phone number or address of any employee to any unauthorized person or agency without the employee's written consent. In the case of disclosure to an authorized person or agency, the State shall give prior notice to the employee.

12.6 Legislation (Proposed). Prior to seeking sponsorship or having introduced any legislation which will directly or indirectly affect employees covered by this Agreement, the State and the Union shall furnish the other party with copies of such proposed legislation and supporting documents.

12.7 Insurance (For Officers of Union). Employees on approved organization leave shall, while in the period of pay status, be covered for all benefits of this Agreement.

12.8 Death Benefits (Performance of Duty). If an employee dies in the performance of his/her duty, his/her spouse or children, or, if none, the designated beneficiary, shall receive a \$100,000 death benefit. The benefit under this Section shall be in addition to any other benefits to which the employee would otherwise be entitled.

12.9 Classification/Reclassification. Should a subsequent classification or reclassification alter or convert the present job titles herein specified or create new positions performing essentially similar work, the Union shall continue to be recognized as the sole and exclusive bargaining representative for any employee in such new title and/or new position.

12.10 Withholding Paychecks. The State shall not withhold entire paychecks when an employee has no leave balance to cover absences without pay, due to illness, up to a maximum of five days, provided the affected employee has five years of service as a member of the New York City or New York State Employees Retirement System. Appropriate deductions shall be made in a subsequent paycheck. Employees with a negative leave balance at the start of the pay period shall not be covered by this Section.

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

12.12 **Orientation Kits.** When an orientation kit is supplied to a new employee in a title covered by this Agreement, only the Union which represents such new or promoted employee shall be permitted to have Union literature included in this kit. Such Union literature shall be subject to the reasonable approval of the Deputy Director for Labor Relations.

12.13 **Resumption of Deductions.** To the extent practicable and allowed by the State Comptroller, all of an employee's payroll deductions shall be resumed when an employee returns from a leave.

12.14 **Posting of Vacancies.** When vacancies in promotional titles included in this negotiating unit are authorized to be filled, a notice of such vacancy shall be posted at all relevant work locations 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.

12.15 **Investigatory Notification.** The Deputy Chief Administrative Judge (Courts Outside New York City) shall provide written notice by letter to an employee who was the subject of an investigation, with a copy to the Union President, within three business days from when he/she has received a final report from the Unified Court System's Inspector General's Office indicating that the Inspector General has completed its investigation.

12.16 **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.

ARTICLE 13

PRINTING OF AGREEMENT

The Union shall be responsible for the printing of this Agreement, at its expense, and providing copies to its members. The State shall reimburse the Union for reasonable printing expenses up to \$3,000.

The Agreement will be available on the Unified Court System Intranet website upon ratification and final approval by the Unified Court System 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, uniform and equipment selection, 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, and shall be subject to the limitations set forth in Section 4.7(a) of this Agreement.

14.2 The Committee will be a standing committee and will meet as necessary but at least twice a year. 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 after requested.

14.3 Approved time spent in such meetings shall not be considered as overtime worked, and shall be charged in accordance with 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.

14.5 The State 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.

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

14.7 The State and the Union shall establish a Labor/Management Subcommittee to discuss issues pertaining to court facilities and occupational, safety and health concerns, including but not limited to those covered by the Occupational Safety and Health Act (“OSHA”).

14.8 The State and Union shall, as soon as practicable, establish a Labor/Management Subcommittee to discuss modified/light duty assignments.

14.9 The State and Union shall, as soon as practicable, establish a Labor/Management Subcommittee to discuss the recognition clause with regard to overlap amongst titles represented by other bargaining units.

ARTICLE 15

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. The Committee shall meet as necessary or upon demand of the State or the Unions.

The State shall establish a voluntary wellness and physical fitness program as part of the Work/life Assistance Program. Employees who volunteer to participate in the program shall be encouraged to meet the weight standards set forth in the Army Physical Readiness test, which make allowance for differences in height and frame, and the physical fitness standards which have been set as the minimum qualifications for appointment to court officer positions.

The State, as part of its Wellness Program, can publicize the wellness and fitness program including general statistical data concerning the results of such voluntary participation.

ARTICLE 16

DISCIPLINARY PROCEDURE

16.1 **Applicability.** An officer or employee described in subsection (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 16.8 of this Article.

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

(b) An officer or employee holding a position by permanent appointment or employment in the classified service, who is an honorably discharged member of the Armed Forces of the United States having served therein as such member in time of war as defined in the Civil Service Law, or who is an exempt volunteer fire fighter 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 of the Courts as confidential or requiring the performance of functions influencing policy, or,

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

16.2 **Procedure.** An officer or employee against whom removal or other disciplinary action is proposed shall have written notice thereof and of the reasons therefor, 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 by personal service, if possible, and in a sealed envelope. Such service shall be carried out by the Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee provided the designee is not a member of the same bargaining unit as the employee served. If service cannot be effectuated by personal service, it shall be made by certified mail, return receipt requested. The Union shall be advised by certified mail, return receipt requested, of the name and work location of the officer or employee against whom charges have been preferred. The charges shall be made by the Deputy Chief Administrative Judge (Courts Outside New York City) having administrative jurisdiction over said courts or court-related agency where the employee is assigned. The hearing shall be held by a person designated by the Deputy Chief Administrative Judge (Courts Outside New York City) for that purpose. The Deputy Chief Administrative Judge (Courts Outside New York City) shall, upon consultation with the Union as provided in Section 16.9, establish a panel of qualified persons who may be designated to conduct the hearing.

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 appointing him/her and shall make a record of such hearing which shall, with recommendations, be referred to such officer 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 in 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 Deputy Chief Administrative Judge (Courts Outside New York City) who appointed the Hearing Officer.

16.3 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 Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee, such suspension without pay may be charged to an employee's annual leave accruals. Such decision to charge annual leave accruals shall not be grievable or otherwise reviewable in any other forum.

16.4 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 \$200 to be deducted from the salary or wages of such officer or employee, suspension without pay for a period not exceeding three months, demotion in salary and title or dismissal from the service or a combination of a fine not to exceed \$200 and a suspension without pay for a period not exceeding three months; provided, however, that the time during which an officer or employee is suspended without pay pursuant to Section 16.3 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 welfare fund benefits and have welfare 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 which 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 with 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.

16.5 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.

16.6 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 of the Courts or by an application to the courts in accordance with the provisions of Article 78 of the Civil Practice Law and Rules.

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

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

(c) **Determination of Appeal.** The determination appealed from may be affirmed, reversed, or modified and the Chief Administrative Judge of the Courts 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 subsection shall receive the salary or compensation which 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 of the Courts shall be final and conclusive, and not subject to further review in any court.

16.7 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 representative.

16.8 Alternative Disciplinary Procedure.

(a) Within 18 months of when an act of alleged misconduct or incompetency occurs the Deputy Chief Administrative Judge (Courts Outside New York City) shall determine whether such acts require the initiation of formal disciplinary charges pursuant to Section 16.2 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 16.8 only, an eligible officer or employee shall include all officers or employees who are not determined to be personal appointees of a judge by the appropriate appointing authority.

(b) If the Deputy Chief Administrative Judge (Courts Outside New York City) 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 alternative disciplinary procedure. An employee who otherwise is eligible for a formal hearing pursuant to Section 16.1 of this Article may opt to pursue a formal hearing or to accept the alternative disciplinary procedure. If such an employee fails to make a written election within ten 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 16.2 shall be followed.

(c) An officer or employee who elects to follow the alternative disciplinary procedure shall meet with the designee of the Deputy Chief Administrative Judge (Courts Outside New York City) 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, restitution, probation for up to six months 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 Deputy Chief Administrative Judge (Courts Outside New York City) 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 Deputy Chief Administrative Judge (Courts Outside New York City) and the penalty assessed. Such penalty assessed shall be implemented immediately. The determination of the designee of the Deputy Chief Administrative Judge (Courts Outside New York City) and the Deputy Chief Administrative Judge (Courts Outside New York City) shall be final, binding and not reviewable in any forum.

(d) A copy of such Initiation of Discipline form upon completion of the process shall be included in the personnel history folder of the officer or employee, and shall be given to the officer or employee, the supervisor, payroll, the designee of the Deputy Chief Administrative Judge (Courts Outside New York City) and the Deputy Chief Administrative Judge (Courts Outside New York City). Upon an employee's written request, the record of the alternative disciplinary procedure shall be removed from the 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.

16.9 Hearing Officer Panel. The State and the Union shall meet in a Labor/Management Subcommittee to discuss the establishment by the State of a panel to act as Hearing Officers on charges made against officers or employees pursuant to this Article. The Subcommittee shall discuss and make recommendations concerning the composition of, and selection from, a fixed panel of persons who are qualified to act as Hearing Officers and from whom the State selects one or more persons to hear employee appeals of disciplinary charges. Such recommendations shall be submitted to the Deputy Chief

Administrative Judge (Courts Outside New York City) on whose behalf such Hearing Officers are designated to hear such charges.

ARTICLE 17

JOB ABANDONMENT

17.1 Any employee absent from work without authorization for 14 consecutive calendar days shall be deemed to have resigned from his/her position if the employee has not personally contacted his/her court or court-related agency on or before the 15th calendar day following the commencement of such period of absence without authorization.

17.2 Within the first seven days of said absence without authorization, the court or court-related agency shall send notification to the employee at the employee's last known address, with a copy to the Union, by certified mail, return receipt requested, that the employee's absence is considered unauthorized and is deemed to constitute resignation pursuant to this Article. The notification shall contain a referral to the Work/Life Assistance Program established in Article 30 of the Agreement.

17.3 Within 15 calendar days commencing from the 15th consecutive day of absence from work without authorization, an employee may submit an explanation concerning his/her absence to the court or court-related agency. The burden of proof shall be upon the employee to establish that it was not possible for him/her to report to work or notify his/her court or court-related agency of the reason for his/her absence. The court or court-related agency shall issue a short response within five calendar days after receipt of such explanation. If the employee is not satisfied with the response, the Union, upon the employee's

request, may appeal the response to the Deputy Director for Labor Relations within five calendar days after receipt of the court or court-related agency's response. The Deputy Director for Labor Relations, or his/her designee, shall issue a written response within five calendar days after receiving such appeal. Determinations made pursuant to this subsection shall be arbitrable. Both the Deputy Director for Labor Relations and the arbitrator, in rendering their decisions, are entitled to consider the employee's participation in the Work/Life Assistance Program.

ARTICLE 18

GRIEVANCE PROCEDURES

18.1 **Definitions.** A contract grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. Other disputes which do not involve the interpretation, application, or claimed violation of a specific term or provision of this Agreement including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures, shall not be considered contract grievances. A contract grievance does not include matters which are grievable under the non-contract grievance procedure.

18.2 A non-contract grievance is a dispute concerning:

- (a) Conditions of employment affecting the health or safety of employees.
- (b) Unreasonable work assignments or conditions.
- (c) 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; provided, however, that an employee electing pursuit of a claim in accordance with State and/or Federal procedures shall not be allowed to utilize the Unified Court System's Internal Discrimination Claim Procedure.

18.3 The contract and non-contract grievance procedures of the Agreement, except for claims under Article 19 of the Agreement which shall proceed directly to the Deputy Director for Labor Relations as provided in Section 18.3(b)(2), shall be as follows:

(a) **Step 1.** The employee or the Union shall present the grievance in writing to the District Administrative Judge or his/her designee, with a copy to the employee's immediate supervisor in the court or court-related agency to which the employee is assigned, not later than 45 calendar days after the date on which the act or omission giving rise to the grievance occurred or when the employee could reasonably have been expected to become aware of, or to have knowledge, that he/she had a grievance. The District Administrative Judge or his/her designee may require the grievant to meet with the grievant's immediate supervisor in an effort to settle the grievance informally. The District Administrative Judge or his/her designee shall take any other steps necessary to ensure that a proper disposition of the grievance is made and shall reply to the employee or Union within 15 workdays following the date of submission. In the event a grievance is

not answered within the prescribed time limit, the grievance will be considered to have been passed to the second step of the grievance procedure.

(b)(1) **Step 2. Contract Grievances.** In the event the employee or the Union wishes to appeal an unsatisfactory contract grievance decision at Step 1, the appeal must be presented in writing within 15 days of the receipt of the Step 1 decision, to the Deputy Director for Labor Relations. A copy of such appeal shall also be sent to the District Administrative Judge or his/her designee who passed upon the grievance at Step 1. Such appeal shall contain a short, clear statement of the grievance and specific references to the section of this Agreement which the employee or the Union claims to have been violated. The Deputy Director for Labor Relations or his/her designated representative shall meet within 20 workdays after receipt of the appeal with the employee or the Union for a review of the grievance and shall issue a written decision by the end of the 25th workday after such review. In the event a grievance is not answered within the prescribed time limit, the Union may demand in writing to the Deputy Director for Labor Relations to move the grievance to the next step of the procedure.

(2) **Step 2. Non-contract Grievances.** In the event the employee or the Union wishes to appeal an unsatisfactory non-contract grievance decision at Step 1, the appeal must be presented in writing within 15 days of the receipt of the Step 1 decision, to the Deputy Director for Labor Relations. A copy of such appeal shall also be sent to the District Administrative Judge or his/her designee 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 20

workdays after receipt of the appeal with the employee or the Union for a review of the grievance and shall issue a written decision by the end of the 25th workday after such review. Such decision shall not be subject to review by arbitration.

(c) Step 3. Contract Grievances.

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

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

he/she submit observations or declarations of opinion which are not essential in reaching the determination.

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

18.4 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.

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

18.6 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. Notwithstanding the above, the parties shall not be precluded from seeking temporary legal remedies to enjoin the continuance of an alleged violation pending the determination of the merits of the grievance to the extent permitted by law.

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

18.8 In the event the Union appeals a Step 1 decision to Step 2 and the parties cannot agree as to whether it constitutes a contract or non-contract 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 19

OUT-OF-TITLE WORK

19.1 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, not to exceed 30 days. 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 of the Courts.

19.2 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.

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

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

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

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

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

19.4(a) If it is the opinion of the Deputy Director for Labor Relations that the assigned duties which are the subject of the grievance are substantially different from those appropriate to the title to which the employee is certified, the Deputy Director for Labor Relations shall direct the discontinuance forthwith of such assigned duties.

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

(2) If, however, such substantially different duties are found to be appropriate to a higher salary grade than that held by the affected employee, the Deputy Director for Labor Relations shall issue an award of monetary relief, provided that the affected employee has performed such duties for a period of one or more days. The amount of monetary relief shall be the difference between what the affected employee was earning at the time he/she performed such duties and what he/she would have earned at that time in the entry level of the higher salary grade title, but in no event shall such monetary award be retroactive to a date earlier than ten calendar days prior to the date the grievance was filed, in accordance with this Article.

(b) Notwithstanding the provisions of subsection (a) above, if the substantially different duties were assigned by proper authority during the existence of a temporary emergency situation, the Chief of Employee Relations shall deny the grievance and no payment shall be made.

ARTICLE 20

NO DISCRIMINATION

20.1 The Union agrees to continue to admit all employees to membership and to represent all employees without regard to race, color, national origin, religion, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, disability, or Veteran status.

20.2(a) The State agrees to continue its established policy against all forms of illegal discrimination with regard race, color, national origin, religion, creed, sex (including sexual harassment, sexual orientation, gender identity, gender expression, age, marital status, disability, Veteran status, or the proper exercise

by an employee of the rights guaranteed by the Public Employees' Fair Employment Act.

(b) An employee who believes that an act of discrimination based on race, color, national origin, religion, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, political affiliation, physical/mental/medical disability or Veteran status has taken place relating to interviewing, hiring, dismissal, discipline, job assignment, training opportunities, policies of the Unified Court System, shift assignment, promotion, transfer, working conditions, harassment or other terms and conditions of employment, shall be allowed access to the Unified Court System's Internal Discrimination Claim Procedure.

20.3 The State 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 21

BENEFITS GUARANTEED

With respect to matters not covered by this Agreement, the State will not seek to diminish or impair during the term of this Agreement any benefit or privilege which has been determined by PERB to be a mandatory subject of negotiations or provided by law, rule or regulation for employees without negotiations with the Union; provided, however, that this Agreement shall be construed consistently with the free exercise of rights reserved to the State by the Management Rights Article of this Agreement.

ARTICLE 22

PRE-TAX TRANSPORTATION PROGRAM

The State agrees to extend a pre-tax transportation program benefit to employees to the same extent and in the same form that applies to the majority of represented Executive Branch employees.

ARTICLE 23

UNIFORM AND EQUIPMENT ALLOWANCE

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

23.1 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 23.9. 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.

23.2 Effective April 1, 2022 the uniform and equipment allowance for each employee in the title of Driver Messenger or Court Aide who is required by the State to wear a uniform is \$1,230, if eligible under Section 23.9. 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.

23.3 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 23.9. 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.

23.4 Effective April 1, 2023 the uniform and equipment allowance for each employee in the title of Driver Messenger or Court Aide who is required by the State to wear a uniform is \$1,270, if eligible under Section 23.9. 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.

23.5 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 23.9. 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.

23.6 Effective April 1, 2024, the uniform and equipment allowance for each employee in the title of Driver Messenger or Court Aide who is required by the State to wear a uniform is \$1,305, if eligible under Section 23.9. 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.

23.7 Effective April 1, 2025, 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 23.9. 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.

23.8 Effective April 1, 2025, the uniform and equipment allowance for each employee in the title of Driver Messenger or Court Aide who is required by the State to wear a uniform is \$1,345, if eligible under Section 23.9. 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.

23.9(a) To be eligible for the uniform and equipment allowance payable in June pursuant to Sections 23.1, 23.2, 23.3,23.4, 23.5, 23.6, 23.7, and 23.8 above, an employee must have been on the payroll on May 31. An employee on a leave of absence without pay on May 31 who returns to duty prior to the payment of the December allowance, shall receive the June allowance upon return to duty.

(b) To be eligible for the uniform and equipment allowance payable in December pursuant to Sections 23.1, 23.2, 23.3,23.4, 23.5, 23.6, 23.7, and 23.8 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.

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

23.11(a) **Annual Uniform Inspection.** The State 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 State shall not be eligible to receive the uniform and equipment allowance until all noted deficiencies are corrected.

23.11(b) **Body Armor.** The Unified Court System will provide body armor to all uniformed personnel during the term of the Agreement, in accordance with the provisions of Directive Number 1-2013, Protective Vests, of the NYS Court Officers Rules and Procedures manual.

23.12(a) **Pre-Tour Prep.** The Unified Court System 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 23.6 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 Unified Court System 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 Unified Court System when the operation of the courts permits. The Unified Court System should not unreasonably withhold permission for a court officer to take this time off.

(b) Pre-tour prep time shall be credited on a quarterly basis to all court officers on the payroll as of the previous March 31; June 30; September 30; and

December 31, at the rate of 8¾ hours of pre-tour prep time on April 1, July 1, October 1, and January 1, respectively. The time is intended to compensate for time spent changing into uniform and obtaining necessary weapons and equipment. It cannot be used to offset unscheduled tardiness or unscheduled absences. Eligibility for such time shall be based on the employee's title and payroll status as of the beginning of each calendar quarter (the preceding March 31; June 30; September 30; and, December 31). An employee on leave without pay, 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 10 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 24

WELFARE FUND

The State contribution to the Union's Welfare Fund in effect on March 31, 2021, shall remain in effect except as modified below.

24.1(a) Effective April 1, 2022, the State shall contribute a pro rata annual sum of \$1,500 per active employee for remittance to the Union's Welfare 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.

(b) Effective April 1, 2023, the State shall contribute a pro rata annual sum of \$1,545 per active employee for remittance to the Union's Welfare 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.

(c) Effective April 1, 2024, the State shall contribute a pro rata annual sum of \$1,600 per active employee for remittance to the Union's Welfare 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.

(d) Effective April 1, 2025, the State shall contribute a pro rata annual sum of \$1,640 per active employee for remittance to the Union's Welfare 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.

(e) The State shall contribute a pro rata sum of \$930 per employee retired since April 1, 1983 for remittance to the Union's Welfare Fund in each fiscal year of the Agreement. In addition, the State shall contribute a pro-rata sum of \$930 on behalf of each employee retired since March 1, 1990 enrolled in a local option health plan in each fiscal year of the Agreement.

(f) For purposes of Article 24, the pro rata per employee contribution for part-time employees who work more than 50% will be at the full-time rate.

(g) Upon ratification of this Agreement, the State shall provide the Union with a non-recurring, one-time lump sum payment in the amount of \$42,000 for remittance to the Union's Welfare Fund.

24.2 The State and the Union shall enter into a separate Supplemental Welfare Fund Agreement which shall specify the obligations of both parties regarding implementation, activities and reporting requirements of the Fund; method and calculation of payments to the Fund; the right and authority of the State Comptroller or the Unified Court System to audit and/or review the financial records of the Fund; and the indemnification of the State for liability regarding Fund activities.

ARTICLE 25

PROTECTION OF EMPLOYEES

There shall be no loss of present jobs or functions by permanent employees as a result of the State's exercise of its right to contract out for goods and services or through the assignment of unit work outside of COBANC's bargaining unit.

ARTICLE 26

SALARY COMPUTATION

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

ARTICLE 27

RESUME POOL

Employees who are released from an exempt or confidential title, 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.

ARTICLE 28

FLEXIBLE BENEFIT SPENDING PROGRAM

28.1 The Flexible Benefit Spending Program was established to provide employees with an opportunity to increase their spendable income by paying for all or part of health insurance premiums, selected benefits such as child care, elder care and dependent care with pre-tax dollars shall continue.

28.2(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.

ARTICLE 29

COURT REPORTER PRODUCTION STANDARDS

29.1 A court reporter who fails to meet State-established transcript production standards and is in a delinquent status, without good cause, after 15 workdays notice to the employee and his/her union, shall be placed on a leave of absence until such employee's transcript production is in compliance with State 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 Welfare 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 State from bringing disciplinary charges pursuant to Article 16 against an employee in a delinquent status who fails to meet State-established transcript production standards after 15 workdays on a leave of absence pursuant to this Section.

29.2 As court reporter transcript production standards have not been negotiated but were promulgated unilaterally by the State pursuant to their claim that they are a non-mandatory subject of negotiations, the State, 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.

29.3(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.

(b) A court reporter who receives payment under (a) shall not be entitled to receive reimbursement for property damage as provided for under Article 31.

(c) A court reporter who does not have an insurance plan may continue to seek reimbursement under Article 31.

ARTICLE 30

DRUG TESTING

30.1 Drug Testing.

(a)(1)(i) The Deputy Chief Administrative Judge (Courts Outside New York City) may, with reasonable cause, require an employee with peace officer status to submit to blood tests and/or urinalysis to determine whether such employee has used illegal drugs or abused controlled substances. Such determination that reasonable cause exists to test an employee shall be made in the Deputy Chief Administrative Judge's (Courts Outside New York City) sole discretion and shall not be grievable or otherwise reviewable.

(ii) References to positive testing throughout this Article refer to test results which prove that an employee has used illegal drugs or abused controlled substances.

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

(b) Positive testing is prima facie evidence of misconduct and may be cause for disciplinary action. Prior to the institution of disciplinary proceedings, a preliminary meeting shall be held with a representative of the Deputy Chief Administrative Judge (Courts Outside New York City), the employee and his/her representative to determine whether the employee chooses to participate in a

voluntary program of rehabilitation and the terms of such program. If the employee chooses not to participate, he/she shall be subject to formal disciplinary proceedings.

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

(2) **Formal Disciplinary Hearing.** An employee who chooses not to voluntarily participate in a rehabilitation or detoxification program will be subject to formal disciplinary charges. A hearing shall be held pursuant to Article 16, Disciplinary Procedure, of this Agreement to determine the appropriate penalty. Such penalty shall not be limited to those enumerated in the Procedure and may include, but not be limited to, the following:

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

(3) An employee may submit proof satisfactory to the Deputy Chief Administrative Judge (Courts Outside New York City) that he/she is taking a controlled substance for treatment of a medical condition in defense of any proposed disciplinary charges or in mitigation of penalty in a case of positive testing. Voluntary submission to testing and admittance to a rehabilitation or treatment program shall be considered in mitigation of such penalty by the hearing officer.

(c) **Other Disciplinary Charges.** Notwithstanding any other provision of this Article, an employee may not elect to participate in the voluntary rehabilitation program set forth in subsection (b)(1) where such employee may be

subject to disciplinary charges which do not result from positive testing. Employees who are subject to disciplinary charges as a result of conduct other than positive testing pursuant to this Article may not use positive testing for drugs as a defense in such disciplinary proceeding.

ARTICLE 31

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 32

DRESS CODE

32.1 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 Section, the term “appropriate business attire” shall be defined as follows:

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

(b) business shoes.

32.2 All employees in the unit holding titles in the court clerical series at the level of Senior Court Clerk, JG-21, and above shall wear appropriate business attire which shall include a uniform blazer with patch as approved by the Chief Administrative Judge. For purposes of this Section, the term “appropriate business attire” shall be defined as follows:

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

(b) business shoes. The maintenance allowance in effect on March 31, 2021, shall remain in effect except as modified below.

32.3(a) Effective April 1, 2022, each employee who is required to wear the State-approved blazer and eligible under Section 32.4 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.

(b) Effective April 1, 2023, each employee who is required to wear the State-approved blazer and eligible under Section 32.4 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.

(c) Effective April 1, 2024, each employee who is required to wear the State-approved blazer and eligible under Section 32.4 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.

(d) Effective April 1, 2025, each employee who is required to wear the State-approved blazer and eligible under Section 32.4 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. 32.4(a) To be eligible for the maintenance allowance payable in June, an employee must have been on payroll on May 31. An employee on leave of absence without pay on May 31 who returns to duty prior to the payment of the December allowance shall receive the June allowance upon return to duty.

(b) To be eligible for the maintenance allowance payable in December, an employee must have been on payroll on November 30. An employee on 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.

32.5 There shall be no proration of the maintenance allowance.

32.6 **Dress Code Inspection.** The State shall conduct periodically, but at least semi-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 33

SEVERABILITY

In the event that any portion of this Agreement is found to be invalid by a tribunal of competent jurisdiction or superseded by federal statute (i.e., Fair Labor Standards Act) 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 34

CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire Agreement between the State 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. Notwithstanding the above, nothing in this Agreement shall impair or diminish the rights of any employee covered by this Agreement pursuant to the Judiciary Law, the Civil Service Law or any other provision of law.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on July 17, 2023.

THE STATE OF NEW YORK-
UNIFIED COURT SYSTEM



Carolyn Grimaldi
Director of Labor Relations

THE COURT OFFICERS BENEVOLENT ASSOCIATION OF
NASSAU COUNTY



Peter Piciulo, President

ARTICLE 35

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 36

CONFLICT WITH AGREEMENT

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

ARTICLE 37

DURATION OF AGREEMENT

The term of this Agreement shall be from April 1, 2021 through March 31, 2026.

APPENDIX A

JOB TITLES OR POSITIONS INCLUDED WITHIN
THE NASSAU COUNTY NEGOTIATING UNIT

Administrative Assistant
Administrative Clerk
Administrative Services Clerk
Assistant Microfilm Supervisor
Assistant Court Analyst
Associate Court Attorney
Associate Court Attorney (Trial Part)
Associate Court Attorney (Trial Part) to Acting Justice
Associate Court Clerk
Associate Law Clerk to Judge
Associate Surrogate's Court Clerk
Case Management Coordinator
Case Manager I
Chief Court Attorney
Chief Law Assistant
Clerk
Court Aide
Court Analyst
Court Assistant
Court Assistant (PT)
Court Attorney
Court Attorney - Referee
Court Attorney (Trial Part)
Court Attorney (Trial Part) to Acting Justice
Court Attorney (Trial Part) to Acting Justice PT
Court Clerk-Specialist
Court Interpreter
Court Interpreter (Haitian-Creole)
Court Interpreter (Korean)

Court Interpreter (Mandarin)
Court Office Assistant
Court Office Assistant (Keyboarding)*
Court Reporter
Court Revenue Assistant
Data Recording Assistant
Driver-Messenger
Family Counseling and Case Analyst
Junior Court Analyst
Law Librarian
Law Library Assistant
Law Library Clerk
Law Stenographer*
Legal Fellow
Library Technical Assistant
Management Analyst
Microfilm Supervisor
New York State Court Officer
New York State Court Officer-Captain
New York State Court Officer-Lieutenant
New York State Court Officer-Major I
New York State Court Officer-Sergeant
New York State Court Officer-Trainee
New York State Court Security Specialist
New York State Senior Court Security Specialist
Office Clerical Assistant*
Office Clerical Assistant (HSAP)*
Principal Court Analyst
Principal Court Attorney
Principal Court Attorney (Trial Part) to Acting Justice
Principal Court Clerk
Principal Court Interpreter

Principal Law Clerk to Judge
Principal Law Librarian
Principal Offset Printing Machine Operator
Principal Surrogate's Court Clerk
Project Director I
Resource Coordinator I
Resource Coordinator II
Resource Coordinator III
Secretary
Secretary to Judge
Senior Administrative Assistant
Senior Administrative Services Clerk
Senior Court Analyst
Senior Court Attorney
Senior Court Attorney (Trial Part)
Senior Court Attorney (Trial Part) to Acting Justice
Senior Court Clerk
Senior Court Office Assistant
Senior Court Office Assistant (Keyboarding)*
Senior Court Office Assistant PT
Senior Court Officer*
Senior Court Reporter
Senior Data Recording Assistant
Senior Management Analyst
Senior Supervising Data Recording Assistant
Senior Supervisor of District Printing Operations
Senior Surrogate's Court Clerk
Supervising Court Office Assistant
Supervising Court Reporter
Supervising Data Recording Assistant
Supervisor, District Printing Operations
Support Magistrate

APPENDIX B
Salary Schedules

APRIL 1, 2021

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

APRIL 1, 2022

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

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

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

APRIL 1, 2025

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