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Nys Unified Court System And Civil
Service Employees Assn

A G R E E M E N T

between the

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

and

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

1999 - 2003

4,957 emps

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

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1	RECOGNITION	1
2	STATEMENT OF POLICY AND PURPOSE	2
3	UNCHALLENGED REPRESENTATION ...	4
4	EMPLOYEE ORGANIZATION RIGHTS ...	4
5	MANAGEMENT RIGHTS	14
6	NO STRIKES	15
7	COMPENSATION	15
8	HEALTH INSURANCE	23
9	TIME AND LEAVE	26
9.1	Attendance	26
	Tardiness	27
9.2	Annual Leave	28
9.3	Sick Leave	34
9.4	Workers' Compensation Benefit	52
9.5	Other Leaves With Pay	65
9.6	Leaves Without Pay	71
9.7	Payment of Accruals Upon Separation	74

9.8	Written Agreement Required for Transfer of Leave Credits	75
9.9	Holidays	76
9.10	Retroactive Time Credits	76
9.11	Holiday Pay	77
9.12	Holiday Falling on Saturday or Sunday	78
9.13	Workweek	78
9.14	Conferences	79
9.15	Scheduling	79
9.16	Layoff	79
9.17	Early Release	80
10	OVERTIME	80
11	TRAVEL EXPENSES	91
12	DISCIPLINARY PROCEDURES	92
	12.1 Applicability	92
	12.2 Procedure	93
	12.3 Suspension Pending Determination of Charges	96
	12.4 Determination of Charges	96
	12.5 Time for Removal or Disciplinary Proceedings	98
	12.6 Review of Penalty or Punishment . . .	98
	12.7 Restoration of Position	100
	12.8 Alternative Disciplinary Procedure .	101
13	PRINTING OF AGREEMENT	103
14	LABOR/MANAGEMENT COMMITTEE . .	104
15	GRIEVANCE PROCEDURES	109

16	OUT-OF-TITLE WORK	120
17	NO DISCRIMINATION	123
18	BENEFITS GUARANTEED	124
19	CLASSIFICATION APPEALS	125
20	PROTECTION OF EMPLOYEES	126
21	UNIFORM AND EQUIPMENT ALLOWANCE	126
22	EMPLOYEE BENEFIT FUND	132
23	SALARY COMPUTATION	134
24	EMPLOYEE ASSISTANCE PROGRAM .	134
25	JOB ABANDONMENT	135
26	REASSIGNMENTS AND TRANSFERS .	137
27	CHILD CARE/ELDER CARE DEVELOPMENT COMMITTEE	142
28	POSTING OF VACANCIES	143
29	PERSONAL HISTORY FOLDERS	144
30	PHYSICAL FITNESS	145
31	FLEXIBLE BENEFITS SPENDING PROGRAM	146
32	COURT REPORTER PRODUCTION STANDARDS	147
33	DRUG TESTING	148
34	DRESS CODE	153
35	TITLE STANDARDS	154
36	SEVERABILITY	154
37	CONCLUSION OF COLLECTIVE NEGOTIATIONS	155

38	APPROVAL OF THE LEGISLATURE . . .	155
39	CONFLICT WITH AGREEMENT	156
40	DURATION OF AGREEMENT	156
	SIGNATURE PAGE	157

APPENDIX A:

Job Titles or Positions Included in the State Judiciary Negotiating Unit	158
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APPENDIX B:

Performance Evaluations	175
Salary Schedules	190

AGREEMENT

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

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

ARTICLE 1

RECOGNITION

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

All employees in Judicial Districts Three through Eight, except those employees who have been designated as managerial or confidential pursuant to law; and all employees who served in State-paid nonjudicial positions in the Unified

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

ARTICLE 2

STATEMENT OF POLICY AND PURPOSE

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

the determination of the terms and conditions of their employment.

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

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

(b) To promote fair and reasonable working conditions.

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

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

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

ARTICLE 3

UNCHALLENGED REPRESENTATION

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

ARTICLE 4

EMPLOYEE ORGANIZATION RIGHTS

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

4.2 Payroll Deduction. The Union shall have exclusive payroll deduction of membership dues and insurance premiums with this privilege accorded to no

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

4.3 Bulletin Boards.

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

Public Employment Relations Board, no other employee organization except employee organizations which have been certified or recognized as the representative for collective negotiations for other State employees employed at such locations, shall have the right to post material upon State bulletin boards.

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

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

and written request for the use of such space is made in advance to the appropriate approving authority as set forth above.

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

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

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

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

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

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

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

(3) To meet or confer with the Chief Administrative Judge or any of his/her representatives

on matters affecting labor-management relations, where such meetings or conferences have been previously approved by the Chief Administrative Judge.

(4) To negotiate, prepare for negotiations, or confer with the Chief of Employee 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 Chief of Employee Relations may approve).

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

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

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

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

CSEA representatives will be granted leave to meet in Executive Council.

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

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

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

(16) Subject to the reasonable operating needs of the court or court-related agency, the Union shall be

granted up to one hour to meet with new employees, in the first six months of service, during working hours, to explain Union services, programs and benefits.

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

(d) Individuals duly designated and authorized in writing by the Union shall be granted employee organization leave for time actually spent performing appropriate employee relations functions as specified in Section 4.7(b), provided that such time shall not exceed five hours per represented employee per year and, provided further, that effective April 2, 1999, unused time shall be carried over from one fiscal year to the next for the term of this Agreement. If employee organization leave is utilized beyond such amount, the Union shall have 30 days to determine whether to repay such amount to the State in cash as provided below or through a charge to the accrued annual leave credits or compensatory time credits of the employee who was absent from work performing such appropriate employee relations functions. Provided, however, that if an employee does not have sufficient annual leave or compensatory time credits to cover such absence from

work, appropriate deductions shall be taken from subsequent paychecks. Provided further, however, that if the Union chooses to reimburse the State in cash for such excess time used, such payment shall be based on the hourly rate of the individual for whom such reimbursement is made. 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 employee organization leave due and owing, the State shall make an appropriate deduction from the affected employee's leave credits or subsequent paychecks. The hourly rate shall be determined by dividing an employee's basic annual salary plus any additional compensation payable because of hours of work or location by 1,827. If the Union notifies the State within 30 days that a dispute exists concerning the amount of employee organization leave due and owing, then the Union must simultaneously notify the State whether it chooses to place the disputed amount of cash or leave credits in escrow pending resolution of the dispute by arbitration pursuant to Article 15 of the Agreement. The Union may elect to place a certified check for the full disputed amount in an escrow account which the State selects. If the Union does not make a timely election when it notifies the State within 30 days of notification of the

overage of a dispute, the State will automatically freeze the disputed amount of leave credits of affected employees. Such leave credits cannot be used by affected employees while frozen and such leave credits will not be released until there is a final resolution of the dispute. In scheduling the use of employee organization leave time for such appropriate employee relations functions, the State shall use its best efforts to accommodate authorized requests for employee organization leave.

ARTICLE 5

MANAGEMENT RIGHTS

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

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

ARTICLE 6

NO STRIKES

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

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

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

ARTICLE 7

COMPENSATION

7.1 The State and the Union shall prepare, secure introduction, and recommend passage by the

Legislature of such legislation as may be appropriate and necessary to provide the benefits described in this Article.

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

7.3 Performance Evaluation.

(a) The State shall continue to utilize a performance evaluation system for all employees. All increments, longevity increments and bonuses shall be conditioned on ratings pursuant to the performance evaluation system as provided herein. The procedures are contained in Appendix B of this Agreement. Such performance evaluation system shall provide for an annual initial and annual final employee performance review by a supervisor. Additional informal reviews are encouraged. No increment or longevity payment normally due under Section 37 of the Judiciary Law and provided for in this Agreement or bonus payable under Section 7.10 of this Agreement shall be released unless an employee receives a final annual rating greater 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 payments 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 on an expedited basis whether the unsatisfactory rating shall be sustained or denied. Such decision shall be final and binding and unreviewable in any other forum.

7.4(a) Effective March 31, 1999, a new salary schedule shall be established which will consist of a

hiring rate, six interim steps, a maximum rate, a first longevity step and a second longevity step.

(b) Effective April 1, 1999, 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, 1999, added to basic annual salary.

(c) Effective October 1, 1999, 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 shall be increased by 3.0% or \$800, whichever is greater. Such percentage increase shall be added to the salary schedule.

(d) Effective as soon as practicable following the execution of this Agreement, each employee in active status on the date of execution shall receive a bonus of \$500, which shall not be a part of basic annual salary but which shall be pensionable.

7.5(a) Effective April 1, 2000, 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, 2000, added to basic annual salary.

(b) Effective April 1, 2000, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of each employee on April 1, 2000, shall be increased by 3.0% or \$850, whichever is greater. Such percentage increase shall be added to the salary schedule.

7.6(a) Effective April 1, 2001, 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, 2001, added to basic annual salary.

(b) Effective April 1, 2001, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of each employee on April 1, 2001, shall be increased by 3.5% or \$900, whichever is greater. Such percentage increase shall be added to the salary schedule.

7.7(a) Effective April 1, 2002, 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, 2002, added to basic annual salary.

(b) Effective April 1, 2002, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of each employee on April 1, 2002, shall be increased by 3.5% or \$900, whichever is greater. Such percentage increase shall be added to the salary schedule.

7.8 Location Pay.

(a) The location differential in effect on March 31, 1999, payable to each employee assigned to a workstation in the City of New York or Nassau, Suffolk, Rockland or Westchester County, shall remain in effect except as modified below. Employees assigned to a workstation in Monroe County who, on March 31, 1985, received a \$200 per annum differential, shall continue to receive such location differential in the amount of \$200 per annum so long as they continue to be assigned to a workstation in Monroe County. Employees assigned to a workstation in Monroe County on or after April 1, 1985, shall not be entitled to receive a location differential.

(b) Effective April 1, 2000, the State shall pay, in addition to basic annual salary, a location differential of \$1,000 per annum (prorated for employees working less than full time) to each employee assigned to a workstation within an eligible geographic area excluding Monroe County.

(c) Effective April 1, 2001, the State shall pay, in addition to basic annual salary, a location differential of \$1,100 per annum (prorated for employees working less than full time) to each employee assigned to a

workstation within an eligible geographic area excluding Monroe County.

(d) Effective April 1, 2002, the State shall pay, in addition to basic annual salary, a location differential of \$1,200 per annum (prorated for employees working less than full time) to each employee assigned to a workstation within an eligible geographic area excluding Monroe County.

(e) In the event that the Executive Branch extends a location differential benefit to its employees who are assigned to a workstation in Dutchess, Putnam or Orange County and represented by the Civil Service Employees Association, Inc., the issue of extending the location differential to similarly situated UCS employees shall be subject to reopened negotiations during the term of this Agreement.

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

7.10 Longevity Bonus. Effective April 1, 1999, an employee who has at least 20 years of continuous service in the Unified Court System and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$1,500 (prorated for employees working less than full time at the time of payment) beginning on April 1, 1999, or as soon thereafter as is practicable, 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 resignation followed by re-employment within one year.

ARTICLE 8

HEALTH INSURANCE

8.1(a) The State shall continue to provide health and prescription drug benefits administered by the Department of Civil Service. Except as provided below, employees enrolled in such plans shall receive health insurance benefits to the same extent, at the same contribution level, and in the same form, including the

Benefits Management Program, that the majority of represented Executive Branch employees covered by such plans receive such benefits and prescription drug benefits to the same extent, at the same contribution level, and in the same form that State Executive Branch managerial and confidential employees receive such benefits.

(b) Effective as soon as practicable following the execution of this Agreement:

(1) Office visit charges by participating providers will be subject to an \$8 copayment per covered individual.

(2) All covered surgical procedures rendered by participating providers during any visit will be subject to an \$8 copayment.

(3) In the event that there is both an office visit charge and an office surgery charge by a participating provider in any single visit, the covered individual will be subject to a single \$8 copayment.

(4) All covered outpatient radiology services rendered by participating providers during any visit will be subject to an \$8 copayment.

(5) All covered outpatient laboratory services rendered by participating providers during any visit will be subject to an \$8 copayment.

(6) All covered outpatient radiology services and laboratory services rendered by a participating provider during a single visit will be subject to a single \$8 copayment.

8.2 Effective October 1, 1993, either party may seek to reopen negotiations to consider alternatives, if any, to the Empire Plan and/or to consider the enhancements which can be provided to the Empire Plan.

8.3. 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 Employee Benefit 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.

8.4 The issue of an annual Health Insurance Buy-Out Program shall be subject to reopened negotiations during the term of the Agreement should a similar benefit become permanently available to Executive Branch employees represented by the Civil Service Employees Association, Inc.

8.5 The State and the Union have agreed to participate in a pilot Health Option Program for calendar year 2001. Under this pilot program employees will be permitted to receive a credit of up to \$300 toward their health insurance premiums by electing to reduce their sick leave accrual earning rate from 13 to ten days for calendar year 2001. Employees who elect to participate in this pilot program must make such election by November 1, 2000. The State shall advise the Union by October 1, 2001 if this program will be continued.

ARTICLE 9

TIME AND LEAVE

9.1 (a) **Attendance.** The Deputy Chief Administrative Judge for Management Support or his/her designee shall establish uniform procedures regarding the maintenance and submission of time and attendance records. Upon establishment of such

uniform procedures, all employees shall maintain time and attendance records in a form set forth by the Deputy Chief Administrative Judge for Management Support in accordance with his/her procedures. Until such uniform procedures are established, current practices regarding time and attendance records shall be continued.

(b) Tardiness.

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

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

the Presiding Judge of the Court of Claims, or the District Administrative Judge.

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

(c) The Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge shall excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized volunteer firefighters and volunteer ambulance drivers. In such cases, he/she may require the employee to submit satisfactory evidence that the lateness was due to such emergency duties.

9.2 Annual Leave.

(a) Employees shall be entitled to combined vacation, personal, business and religious holiday leave of 20 days annually and, unless otherwise provided in this section, 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.

Employees heretofore officially entitled to receive additional annual leave and religious holiday leave days may continue to receive such leave, provided that such leave is limited to a maximum of 30 days annual leave and three days religious holidays per year. Such employees shall not be eligible for the additional annual leave days provided under Sections 9.2(i) and 9.2(j) of this Agreement. Religious holiday leave days shall be credited on a calendar year basis. Such days only may be used in the calendar year in which they are credited, and may not be carried over from one calendar year to the next. Religious holiday leave days only may be used for recognized days of religious observance for which the faith requires its members to make religious observance.

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

(b) A leave of absence without pay, or a resignation followed by re-employment in the Unified Court System within one year following such leave of absence or resignation, shall not constitute an

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

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

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

(e)(i) The time at which annual leave may be drawn by an employee shall be subject to the prior approval of the Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge.

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

(iii) To assist in the scheduling of annual leave, a court or court-related facility may establish, locally, an annual date or dates, period or periods by which or within which an employee must request time off in order to have his/her seniority considered. In no event shall

a deadline for filing requests for annual leave be established beyond April 1st of each year.

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

(v) Any request for annual leave submitted after the deadline established for filing requests for annual leave, shall be granted at the discretion of the court or court-related facility, without regard to seniority.

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

(g) **Part-Time Definition.** Employees compensated on a part-time, per diem or hourly basis who are employed at least half time and who are expected by the Deputy Chief Administrative Judge for

Management Support to be so employed continuously for nine months without a break in service exceeding one full payroll period shall be eligible to observe holidays and to accrue pro rata annual leave and sick leave subject to the same limitations and restrictions as would apply if they were compensated on an annual salary basis.

(h) **Seniority.** The term "seniority" shall hereafter refer to the length of an employee's service in the Unified Court System. Service credited with the Unified Court System effective April 1, 1977 shall be included when computing length of service.

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

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

(k) Annual leave accruals shall be used in units of not less than 15 minutes.

(l) Employees entering the service of the Unified Court System shall be entitled to accrue annual leave, retroactive to their date of entry, only after they have completed 13 biweekly pay periods of service. An employee shall not earn annual leave credits for any biweekly pay period unless he/she is in full pay status for at least seven workdays during such biweekly pay period.

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

9.3 Sick Leave.

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

(ii) Effective with the execution of this Agreement, an employee shall be allowed to charge a maximum of ten days of sick leave in any one calendar year for absences from work in the event of illness of the employee's spouse; domestic partner; natural, foster or step: parent or child; or any relative residing

with the employee. Such leave is subject to notice to the supervisor in accordance with Section 9.3(c) and will be used by the employee to enable the employee to care for a family member as defined herein during a time of illness. Sick leave used for this purpose shall be charged separately as part of uniform time and attendance procedures.

(b) Employees shall earn sick leave credits at the rate of one-half day per biweekly pay period. No more than 165 days of such credits may be used for retirement service credit unless a greater benefit is provided by law, UCS rule or UCS regulation, and no more than 200 days of such credits may be used 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 (7) workdays during such biweekly pay period. A part-time, per diem or hourly employee eligible to earn sick leave credits pursuant to Section 9.2(g) shall earn sick leave credits as provided herein, but his/her total pay when absent on such leave shall be the amount which would have been due him/her if he/she had worked his/her usual number of hours or days during such period.

(c) **Call-In.** An employee absent on sick leave shall notify his/her supervisor, or the supervisor's designee if appointed, of such absence and the reason

therefor on the day of such absence and within sixty minutes after the beginning of his/her workday; provided, however, that where the work is such that a substitute may be required, the Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge may require earlier notification, but not earlier than two hours prior to the beginning of the employee's workday. Sick leave credits may be used in such units as the Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge may approve, but shall not be used in units of less than 15 minutes.

(d) Before absence for personal illness may be charged against accumulated sick leave credits, the Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge may require such proof of illness as may be satisfactory to him/her or may require the employee to be examined, at the expense of the State, by a physician designated by the Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local

Judge provided, however, the State will not routinely require proof of illness for absences of three days or less. In the event of failure to submit proof of illness upon request, or in the event that, upon such proof as is submitted or upon the report of medical examination, the Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits. Abuse of sick leave shall be cause for disciplinary action.

(e) The Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge may require any employee who has been absent because of personal illness, prior to and as a condition of his/her return to duty, to be examined, at the expense of the State by a physician designated by the Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge, to establish that he/she is not disabled from the

performance of his/her normal duties and that his/her return to duty will not jeopardize the health of other employees. The State will notify the Union of the name of the physician chosen and if the Union elects, it may recommend an alternate physician. The Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge before final designation of the physician, will consider the recommendation of the Union.

(f) In addition to personal illness of an employee, personal visits to a doctor or dentist, or other medical practitioner by the employee when approved by the Clerk of the Court of Appeals, the Presiding Judge of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge, may be charged against accumulated sick leave credits. Proof of such visit for such absence, satisfactory to the Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge may be required.

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

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

(h) **Advancement of Sick Leave.** The Deputy Chief Administrative Judge (depending on the work location of the employee, for Courts Within or Outside New York City)¹ or his/her designee may, in his/her discretion, advance sick leave credits to an employee absent due to personal illness who has exhausted his/her accumulated sick leave, annual leave and overtime credits. Such advanced sick leave credits shall be repaid, as soon as practicable after the employee's return to duty, from subsequent accumulations of time credits. The outstanding unrepaid sick leave credits advanced to any employee under the provisions of this section shall not at any time exceed the amount earnable in one year of service. Upon termination of the

¹ For employees working within the Office of Court Administration, the decision for the advancement of sick leave will be made by the Deputy Chief Administrative Judge (Courts Outside New York City).

employee's services, any such advanced sick leave not offset by subsequent accumulations of sick leave, annual leave, compensatory time and overtime credits shall be deducted from salary or wages due the employee.

An employee who has been denied leave pursuant to this section shall have ten calendar days from the receipt of such denial within which to submit, in writing, additional information in support of his/her request for leave under this section to the appropriate Deputy Chief Administrative Judge. The appropriate Deputy Chief Administrative Judge shall respond to this second request within 15 days. The decision of the appropriate Deputy Chief Administrative Judge shall not be grievable or otherwise reviewable.

(i) **Sick Leave at Half Pay.** The Deputy Chief Administrative Judge (depending on the work location of the employee, for Courts Within or Outside New York City)² or his/her designee may, in his/her discretion, grant sick leave at half pay for personal illness to an employee having not less than one year of service,

² For employees working within the Office of Court Administration, the decision for the granting of sick leave at half-pay will be made by the Deputy Chief Administrative Judge (Courts Outside New York City).

provided all of his/her sick leave, annual leave, compensatory time and overtime credits have been exhausted. Provided further, however, that the cumulative total of all sick leave at half pay granted to any employee during his/her service shall not exceed one pay period for each completed six months of service. Any such sick leave at half pay granted shall be from the employee's current position.

An employee requesting sick leave at half pay shall submit his/her request for such sick leave benefit to the Chief Clerk on forms to be established by the Deputy Chief Administrative Judge for Management Support. A decision shall be made within 15 days after the request is properly submitted. In the event a request for sick leave at half-pay is rejected, written notice of such rejection shall be sent to the employee and a copy to the Union. An employee who has been denied leave pursuant to this section shall have ten calendar days from the receipt of such denial within which to submit, in writing, additional information in support of his/her request for leave under this section to the appropriate Deputy Chief Administrative Judge. The appropriate Deputy Chief Administrative Judge shall respond to this second request within 15 days. The decision of the appropriate Deputy Chief Administrative Judge shall not be grievable or otherwise reviewable.

Any such sick leave at half pay granted pursuant to this section shall be repaid, as soon as practicable after the employee's return to duty, from subsequent accumulations of sick leave and compensatory time credits at the full rate of accumulation and annual leave credits at one-half the rate of accumulation. Upon termination of the employee's services as a result of resignation, retirement or involuntary separation (other than by reason of death), any such sick leave at half pay not offset by subsequent accumulations of sick leave, annual leave, compensatory time credits and overtime credits, shall be deducted from the salary or wages due the employee including, but not limited to, payments for lag payroll, but only to the extent that such payments are due the employee.

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.

(j) Incapacitated Employees.

(1) When there is reason to believe that an employee to whom the disciplinary procedures of this Agreement apply is physically and/or mentally disabled from performing the duties of his/her position, the appropriate Deputy Chief Administrative Judge (Courts

Within or Outside New York City) may require such employee to undergo a physical and/or psychiatric examination at the expense of the State, to be conducted by a medical officer selected by the Chief Administrative Judge or his/her designee, to establish whether he/she is able to perform the full duties of his/her position and/or whether his/her continued presence on the job will jeopardize the health and safety of himself/herself or other employees.

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

employment or occupation and any unemployment benefits he/she may have received during such period.

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

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

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

(6)(a) Absent exceptional circumstances, prior to being placed on leave pursuant to Section 9.3(j)(2) or Section 9.3(j)(3) or terminated pursuant to Section 9.3(j)(4), or, under exceptional circumstances, as soon thereafter as reasonably possible, an employee shall be provided with written notice thereof, including written notice of the facts relied on therefor and written notice of the employee's right to appeal the

determination and of the procedures for perfecting such appeal. Such notice shall be served in person or by first class, registered or certified mail, return receipt requested, upon the employee. If such person elects to appeal, he/she shall file a written request for a hearing with the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) within ten workdays from service of the notice of the determination to be reviewed. The request for such hearing shall be filed by the employee personally or by first class, certified or registered mail, return receipt requested.

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

(c) A hearing shall be held by a hearing officer designated for that purpose by the appropriate Deputy Chief Administrative Judge (Courts Within or Outside

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

(d) If such person elects to appeal, he/she shall make application to the Chief Administrative Judge.

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

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

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

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

(9) Notwithstanding any other provision of this Agreement, when an employee's disability permanently incapacitates him/her from performing the duties of his/her position, his/her employment status may be terminated and his/her position may be filled by a permanent appointment. Such employees shall be

entitled to due process and hearing as enumerated in Section 9.3(j).

(k) Sick Leave Donation Program.

(1) An employee who has a sick leave balance in excess of 15 days may assign any sick leave credits in excess of the 15 days to any annual salaried nonjudicial employee who has exhausted all of his/her sick leave, annual leave and compensatory time credits. A donor must assign sick leave credits in full-day, seven hour units on forms developed by the State. Such assigned sick leave credits will be deducted from the donating employee's sick leave accruals immediately upon notification to the State.

(2) An employee who is assigned sick leave under this Section may not be credited with a total of more than 130 days of such leave credits and will not be eligible to apply for benefits pursuant to Section 9.3(h) and Section 9.3(i) of the Agreement until all such assigned sick leave, and accrued annual leave and sick leave is exhausted. An employee will continue to earn and accrue annual and sick leave credits while utilizing assigned credits under this section.

(3) Any assigned sick leave credits not used by an employee prior to his/her first return to duty shall not

be restored to those employees who made the donations, but shall be retained by the employee-recipient for his/her use. In the event the employee-recipient separates from service, such donated credits shall become property of the State.

(4) Upon separation from State service for reasons other than retirement, and notwithstanding the minimum balance requirements set forth in Subsection (1) above, an employee may elect to donate all of his/her accrued and unused sick leave accruals to any nonjudicial employee eligible to receive such donations or to the Sick Leave Bank established pursuant to Section 9.3(1) of the Agreement or a combination of a donation to an eligible nonjudicial employee and the Sick Leave Bank. Provided, however, that if an employee who donates his/her accruals to the Bank is subsequently reinstated or reemployed he/she shall have his/her sick leave credits restored from the credits of the Bank. No employee who is removed from State service as a result of disciplinary action, or who resigns after charges of incompetency or misconduct have been served upon him/her, shall be entitled to donate his/her accruals under the provisions of this section.

(1) Sick Leave Bank. The Labor/Management Committee administering the sick leave bank shall be continued.

9.4 Workers' Compensation Benefit.

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

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

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

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

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

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

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

(4) When annual leave credits are restored pursuant to this Article and such restoration causes the total annual leave credits to exceed 54 days, a period

of one year from the date of the return of the credits or the date of return to work, whichever is later, is allowed to reduce the total accumulation to 54 days.

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

(6)(a) Where an employee's workers' compensation claim is controverted by the State Insurance Fund upon the ground that the disability did not arise out of or in the course of employment, the employee may utilize leave credits (including sick leave at half pay if eligible) 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 (and sick leave at half pay eligibility) shall be restored proportional to the net monetary award credited to the State by the Workers' Compensation Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) A uniformed employee necessarily absent from work because of an occupational injury or disease as defined under the Workers' Compensation Law, and incurred in the line of duty, shall be granted leave from

his/her position for the period of absence necessitated by such injury in accordance with the provisions of this section. For purposes of this section a line of duty injury shall include any injury incurred through an assault to the employee, any injury suffered by the employee while guarding a prisoner, including, but not limited to, an injury suffered by the employee while transporting a prisoner, any injury incurred while in the pursuit of a criminal, any injury incurred in the course of training, including but not limited to firearms training, training at the Court Officers Academy or in the course of other training, practice at the firing range and kubiton training, and any injury incurred while coming to the aid of an employee or member of the public or in response to an emergency, or an occupational disease rising out of contact with a defendant. An employee requesting leave under this section must submit a request for such leave benefit to the Chief of Employee Relations on forms to be established. Such request must be submitted within 25 workdays of the occurrence of the injury or, the first day of absence due to the injury, whichever is later. The Chief of Employee Relations shall waive the time limitation on filing such request where he/she determines that a medical condition existed which prevented the employee from complying with such time limitations.

(b) An employee absent on leave under this section must remain at home and be within telephone communication of the Chief of Employee 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 Chief of Employee Relations or his/her designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) The Chief of Employee 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 Chief of Employee Relations or his/her designee will encourage the employee to file for disability retirement.

(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 Chief of Employee Relations or his/her designee will encourage the employee to file for disability retirement.

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

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

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

(l) This section shall not be construed to require extension of any employment beyond the time at which it would otherwise terminate by operation of law, rule or regulation or to require the granting of any leave benefits provided herein solely because of determinations made by the Workers' Compensation Board.

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

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

9.5 Other Leaves With Pay.

(a) Leave for Subpoenaed Appearance and Jury Attendance. Upon application to the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) or his/her designee, together with proof satisfactory to the State of the necessity of each day's absence from work, an employee shall be granted a leave of absence with pay for documented absences resulting from jury service or appearance as a witness pursuant to subpoena or other order of a court or body. Provided, however, that this section shall not apply to any absence by an employee occasioned by such an appearance where the employee, or his/her relative as defined in paragraph (g) of this subdivision, has a personal interest in the underlying action or proceeding; nor shall this section apply to any absence

by an employee who receives a fee for testifying as an expert witness.

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

(b) Leave for Civil Service Examinations. An employee shall be allowed leave with pay to take Civil Service examinations at the appropriate examination center for positions in the Unified Court System. An employee also shall be allowed leave with pay to appear for an official investigation or appointment interview for competitive class, noncompetitive class or exempt class positions in the Unified Court System. Prior to such leave being granted, due notice and proof satisfactory to the State shall be submitted by the employee to the Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge.

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

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

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

(f) Leave for Civil Defense Duties. Upon certification by the State Director of Civil Defense of the

necessity for the participation in state or local civil defense drills of an employee enrolled as a civil defense volunteer and required to perform civil defense duties, pursuant to the State Defense Emergency Act, the Clerk of the Court of Appeals, the Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge, may allow such employee to absent himself from his/her position, without loss of pay or charge against leave credits, for such time as is necessary for participation in such drills, but not exceeding cumulatively five workdays per calendar year.

(g) Death in the Immediate Family. Leave of up to four consecutive UCS workdays (based on a standard Monday to Friday workweek and not to exceed a total of 28 work hours), shall be allowed immediately following the death of an employee's spouse; domestic partner; natural, foster or step: parent; child; brother or sister. Additionally, such four consecutive UCS workdays also shall be allowed following the death of an employee's father-in-law or mother-in-law; grandparent or grandchild; any relative residing with the employee; or for an individual for whom the employee has been the primary caregiver. For those employees regularly scheduled to work on a weekend or holiday, such days shall be considered UCS workdays for

purposes of this section only. Prior notice and authorization is not required for leave under this paragraph. When a death in an employee's immediate family occurs while he/she is on annual leave, such time as is excusable for death in the family shall not be charged to annual leave.

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

the closing of a court or court-related agency and notification by posting or other means that the court or court-related agency will be closed on that date to the employees has not been given by a designated management official, employees shall not be required to charge such absence against leave credits.

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

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

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

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

9.6 Leaves Without Pay.

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

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

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

(c) Leave Without Pay for Child Care.

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

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

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

9.7 Payment of Accruals Upon Separation.

(a) At the time of separation from Unified Court System service, an employee, his/her estate or beneficiary, as the case may be, shall be compensated in cash for overtime credits not in excess of 30 days accrued and unused as of the effective date of separation; and further, except where provision is made for the transfer of leave credits, the employee, his/her estate or beneficiary shall be compensated in cash for annual leave credits not in excess of 50 days accrued and unused as of the effective date of separation, except that in the case of resignation, the Deputy Chief Administrative Judge for Management Support or his/her designee may require, as a condition for such payment, that written notice of such resignation be given to the Deputy Chief Administrative Judge for Management Support or his/her designee at least two weeks prior to the last day of work. No employee who is removed from State service as a result of disciplinary action, or who resigns after charges of incompetency or misconduct have been served upon him/her, shall be entitled to compensation for annual leave under the provisions of this section.

(b) An employee on leave from his/her position due to his/her entry into the Armed Forces of the United States for active duty (other than for training as defined

by Title 10 of the United States Code), may elect to receive compensation in cash for accrued and unused annual leave and overtime credits not in excess of 30 days in each category accrued and unused as of the last date on which his/her name appeared on the State payroll.

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

equivalent to the time and leave provisions of this Agreement, and provided there is a written agreement between the Chief Administrative Judge and the public agency wherein such employment occurred governing the crediting of such employment and the transfer of leave credits upon movement of employees to and from such agency and positions included within this negotiating unit.

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

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

9.10 Retroactive Time Credits. Nothing in this Article shall be construed to provide for the granting of

annual leave, sick leave or other time or leave credits for service rendered prior to the effective date of this Agreement, provided, however, that nothing in this Agreement shall affect time or leave credits lawfully earned prior to the effective date of this Agreement.

9.11 Holiday Pay.

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

(b) **Holiday Pay-Premium Pay.** An employee required to work on Thanksgiving Day (the fourth Thursday in November) Christmas Day (December 25) or New Year's Day (January 1) shall receive a 100%

cash premium for all hours worked on such day in addition to any holiday pay or compensatory time off granted under Section 9.11(a).

9.12 Holiday Falling on Saturday or Sunday.

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

9.13 Workweek. The State and the Union recognize their mutual goal of best serving the public. Toward that goal the parties also recognize that the State has the right to modify starting and ending times of work schedules as follows: The workweek shall be 35 hours. Employees currently scheduled workweek or work schedule shall be maintained unless changed in accordance with this provision. Permanent changes in employees' workweek or work schedule shall be made upon reasonable notice to the Union. The impact of permanent changes in employees' workweek or work schedule shall be subject to negotiations with the Union. This section shall not, however, be a bar to consideration of Alternative Work Schedule requests from individuals.

9.14 Conferences. Four days leave per annum without charge to employee's leave credits may be allowed to attend conferences of recognized professional organizations. Such conferences must be directly related to the employee's profession or work duties as described in the applicable title standard. This leave is subject to approval of the Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or an appropriate local Judge and the staffing needs of the unit.

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

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

25.30 of the Rules of the Chief Judge and Chief Administrative Judge.

9.17 Early Release. If the THI index reaches 80 or above during the months of July or August, the appropriate Deputy Chief Administrative Judge (Courts Within or Outside New York City) shall authorize dismissal of employees in non-air-conditioned courtrooms and offices without charge to leave credits no later than 4:00 p.m. In the event it is necessary for an employee to remain on duty as part of a skeleton force, he/she shall receive compensatory time.

ARTICLE 10

OVERTIME

10.1 Policy. Employees shall receive compensation for work performed between 35 and 40 hours per week in cash compensation at a straight-time rate as provided in Section 10.7, or compensatory time, pursuant to Section 10.9, at the employee's option.

10.2 Definitions. Wherever used in this Article:
(a) A "workweek," for overtime purposes, shall mean a regularly scheduled recurring period of 168 hours in the form of seven consecutive 24-hour periods.

A workweek need not coincide with the calendar week. It may begin any day of the week and any hour of the day. Each workweek stands alone. Once fixed, however, it must remain the same unless any change is intended to be permanent.

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

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

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

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

10.3 Exclusions. Employees meeting the following criteria shall not be eligible for overtime compensation in the form of either cash compensation or compensatory time:

(a) all employees in titles allocated to JG-24 and above and all employees in unallocated positions paid a salary equal to or in excess of that paid for the minimum of JG-24, except employees serving in the court reporter title series;

(b) all employees in titles for which a degree from a four-year college is one of the minimum qualifications, who serve in the administrative, law librarian, legal occupational series, or special services occupational series;

(c) all employees whose duties involve a confidential and close working relationship with an individual executive or judge;

(d) all part-time and per diem personnel; and,

(e) All employees who meet the criteria for exclusion from the overtime provision of the Fair Labor Standards Act (FLSA). The State will provide notice to the Union of individual employees determined to meet the criteria for exclusion under FLSA. This shall not act as a waiver of the Union's right to appeal the State's decision to the Department of Labor, nor a waiver of the State's right to implement changes in accordance with the FLSA.

10.4 Authorization for Overtime Work.

(a) Unscheduled overtime work must be authorized in advance by the Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or the Deputy Chief Administrative Judge for Management Support before overtime may be credited.

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

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

(d) The Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or the Deputy Chief Administrative Judge for Management Support will take all reasonable steps to provide for an equitable distribution of scheduled overtime opportunities among qualified permanent employees of the appropriate work unit, provided, however, that such overtime opportunities may be

denied to an employee who has been determined to have a poor record of attendance and/or tardiness by the final determination of discipline or the alternate discipline procedure for time and attendance infractions.

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

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

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

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

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

(3) Authorization is granted only when travel during regular work hours is less economical or unduly

delays the employee's return to his/her official workstation; and,

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

10.5 Determination of Overtime Earned.

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

worked by the employee. Compensatory time off granted in the same workweek in which it is earned, except compensatory time off granted in lieu of a holiday worked in such workweek, does not add to the total hours worked and is not to be construed as time worked by an employee.

(b) Each time an employee is recalled to work overtime after having completed his/her scheduled work period and left his/her scheduled workstation, he/she shall be considered to have worked, for the purpose of computing overtime credits, a minimum of one-half day. If an employee entitled to a minimum of one-half day of overtime credits works such overtime for more than one-half day, the total time worked shall be used in computing the total hours worked.

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

(d) The smallest unit of time to be credited as overtime in any one day shall be one-quarter hour.

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

10.6 Payment for Overtime. Scheduled overtime shall be compensated in cash only after prior authorization and approval by the Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge or the Deputy Chief Administrative Judge for Management Support.

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

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

(b) When the overtime is worked in a position which is allocated to a higher salary grade than the

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

(c) The hourly rate of compensation shall be determined by dividing the basic annual rate of compensation plus any additional compensation payable because of the location of employment or because work is performed between 6 p.m. and 8 a.m. by 1,827. The hourly rate of compensation for per diem employees shall be determined by dividing the per diem rate by seven.

10.8 Time of Payment of Cash Compensation.

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

10.9 Compensatory Time Off. Eligible employees shall have the option to receive either cash

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

10.10 Overtime Meal Allowance.

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

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

day off shall be entitled to receive a second overtime meal allowance.

10.11 Timekeeping Procedures. Employees eligible to receive overtime compensation pursuant to this Article shall be required to follow daily sign-in and sign-out procedures. The daily sign-in and sign-out procedures shall be in such form as is required by the Deputy Chief Administrative Judge for Management Support.

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

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

ARTICLE 11

TRAVEL EXPENSES

11.1 Per Diem Meal and Lodging Expenses.

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

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

11.3 Extended Travel. The UCS agrees to provide \$8 additional travel expense reimbursement for each weekend to any employee who is in overnight

travel status provided he/she is in overnight travel status for at least ten consecutive days at least 300 miles from his/her home and official station.

ARTICLE 12

DISCIPLINARY PROCEDURES

12.1 Applicability. An officer or employee described in paragraph (a), (b), or (c) below shall not be removed or otherwise subjected to any disciplinary penalty provided in this section except for incompetency or misconduct shown after a hearing upon stated charges pursuant to this section, unless such officer or employee is granted the option and elects to follow the alternative administrative disciplinary procedure set forth in Section 12.8 of this Article.

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

(b) An officer or employee holding a position by permanent appointment or employment in the classified service, who is an honorably discharged member of the Armed Forces of the United States having served

therein as such member in time of war as defined in the Civil Service Law, or who is an exempt volunteer firefighter as defined in the General Municipal Law, except where the officer or employee described in this paragraph holds a position designated by the Chief Administrative Judge as confidential or requiring the performance of functions influencing policy; or,

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

12.2 Procedure. An officer or employee against whom removal or other disciplinary action is proposed shall have written notice thereof and of the reasons therefore, shall be furnished a copy of the charges preferred against him/her and shall be allowed at least eight days for answering the same in writing. Service of a copy of the charges shall be made by personal service if possible. If service cannot be effectuated by personal service, it shall be made by certified mail,

return receipt requested. The Union shall be advised by certified mail, return receipt requested, of the name and work location of the officer or employee against whom charges have been preferred. The hearing upon such charges shall be held as follows:

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

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

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

(d) in the instance of an officer or employee of any other court or court-related agency, the charges shall be made by the Deputy Chief Administrative Judge (Courts Outside New York City) and the hearing

shall be held by a person designated by him/her for that purpose, and,

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

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

The person or persons designated to conduct the hearing shall, for the purpose of such hearing, be vested with all the powers of the officer or court appointing him/her and shall make a record of such hearing which shall, with recommendations, be referred to such officer or court for review and decision. The Hearing Officer shall, upon the request of the officer or employee against whom charges are preferred, permit him/her to be represented by counsel, or by a representative of the Union and shall allow him/her to

summon witnesses on his/her behalf. The burden of proving incompetency or misconduct shall be upon the State. Compliance with technical rules of evidence shall not be required. The officer or employee against whom charges are preferred shall, upon request, be entitled to a copy of the recommendations of the Hearing Officer and shall be allowed three days to comment upon them, in writing, to the officer or court which appointed the Hearing Officer.

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

12.4 Determination of Charges. If such officer or employee is found guilty of the charges, the penalty or punishment may consist of a reprimand, a fine not to

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

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

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

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

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

(c) **Determination of Appeal.** The determination appealed from may be affirmed, reversed, or modified and the Chief Administrative Judge may, in his/her discretion, direct the reinstatement of the appellant or permit the transfer or reassignment of such appellant to a vacancy in a similar position in another court or court agency or direct that his/her name be placed upon a preferred list pursuant to this section. In the event that a transfer or reassignment is not effected, he/she is empowered to direct the reinstatement of such employee. An officer or employee reinstated pursuant to this subdivision shall receive the salary or compensation he/she would have been entitled by law to have received in his/her position for the period of removal, including any prior period of suspension

without pay, less the amount of compensation which he/she may have earned in any other employment or occupation and any unemployment insurance benefits he/she may have received during such period. The decision of the Chief Administrative Judge shall be final and conclusive, and not subject to further review in any court.

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

12.8 Alternative Disciplinary Procedure.

(a) Within 18 months of when an act of alleged misconduct or incompetency occurs the officer or court empowered in Section 12.2 to make the charges shall determine whether such acts require the initiation of formal disciplinary charges pursuant to Section 12.2 of this Article or if the officer or employee shall be given the option of electing to follow the alternative disciplinary procedure to ensure that the decision to use the formal or informal proceedings is uniformly determined. For purposes of Section 12.8 only, an eligible officer or employee shall include all officers or employees who are not determined to be personal appointees of a judge by the appropriate appointing authority.

(b) If the officer or court empowered in Section 12.2 to make the charges determines that the alternative disciplinary procedure will be offered as an option, the employee shall be given an Initiation of Discipline form. This form shall specify in writing a description of the conduct alleged to constitute misconduct or incompetency. The employee shall make a written election whether or not to accept the alternate disciplinary procedure. An employee who otherwise is eligible for a formal hearing pursuant to Section 12.1 of this Article may opt to pursue a formal hearing or to

accept the alternate disciplinary procedure. If such an employee fails to make a written election within 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 12.2 shall be followed.

(c) An officer or employee who elects to follow the alternative disciplinary procedure shall meet with the designee of the officer or court empowered in Section 12.2 to make the charges who shall propose a penalty after reviewing the relevant facts which form the basis for discipline, the employment history of the employee listed on the Initiation of Discipline form and any facts or arguments submitted in defense or mitigation. The penalty shall be a written reprimand and/or no more than the forfeiture of up to ten days of annual leave, compensatory time or the loss of ten days pay, if appropriate. The officer or court empowered in Section 12.2 to make the charges shall review such proposed penalty to ensure that penalties are uniformly applied. The employee thereafter shall be informed in writing of the penalty assessed. The Initiation of Discipline form shall set forth the proposed penalty, the review of the officer or court empowered in Section 12.2 to make the charges and the penalty assessed. Such penalty assessed shall be implemented immediately. The determination of the designee of the officer or court

empowered in Section 12.2 to make the charges and the officer or court empowered in Section 12.2 to make the charges shall be final, binding and not reviewable in any forum.

(d) A copy of such Initiation of Discipline form upon completion of the process shall be included in the personal history folder of the officer or employee, and shall be given to the officer or employee, the supervisor, payroll, the designee of the officer or court empowered in Section 12.2 to make the charges and the officer or court empowered in Section 12.2 to make the charges.

ARTICLE 13

PRINTING OF AGREEMENT

Subject to the prior approval of the "galleys" of the Agreement by both parties, the State shall cause this Agreement to be printed and shall furnish the Union with a sufficient number of copies for its use. Both parties agree that they will expedite the production of the final contracts and that they will not unreasonably delay the review of the "galleys" prior to the printing of the Agreement by the State. The State agrees to distribute to each current employee a copy of the

Agreement and will furnish a copy of the Agreement to all new employees.

ARTICLE 14

LABOR/MANAGEMENT COMMITTEE

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

- » Issues arising from utilization of the State's job-share program.
- » The State classification system for the CSEA unit, including recommendations regarding skill enhancement and career enhancement opportunities within all CSEA

titles, but with initial emphasis on the clerical and secretarial series.

- » Layoffs, including but not limited to:
 - » identification of layoff units;
 - » workforce stabilization through attrition;
 - » the establishment of long and short-term human resources goals;
 - » the use of temporary employees including retirees; and
 - » protection of "confidential" employees.

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

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

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

14.5 A CSEA/UCS Statewide Labor/Management Committee shall be established as soon as practicable after execution of this Agreement to study and recommend proposals concerning the issues of productivity and the quality of work life. The Committee shall address means of improving productivity and quality of work life by exploring and, where appropriate, fostering Quality through Participation and/or other such initiatives. The Committee shall make recommendations for the establishment of a Quality through Participation program to the Deputy Chief Administrative Judge for Management Support. Such recommendations shall not waive any rights of the Union to negotiate terms and conditions of employment concerning Quality through Participation nor shall the UCS waive any statutory or contractual rights to implement Quality through Participation. The Deputy Chief Administrative Judge for Management Support shall review the

recommendations and plan to implement the Quality through Participation program as soon as practicable.

The UCS shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an annual appropriation in the amount of \$321,450 for fiscal year 1999-2000; \$344,900 for fiscal year 2000-2001; \$368,350 for fiscal year 2001-2002; and \$391,800 for fiscal year 2002-2003, which shall be carried over from one fiscal year to the next but which shall lapse on March 31, 2003, to fund the operation and implementation of the Quality through Participation program or such other educational initiatives which seek to improve, professionalize or cross-train the workforce and to develop and train employees. Such fund shall be used for mutually agreed upon purposes by the parties. All funding provided in this section must be encumbered by January 31, 2003.

14.6 The UCS and the Union shall establish a Labor/Management Subcommittee which shall discuss modifications to the current performance evaluation system including the performance evaluation forms and appeals process. The Subcommittee shall make recommendations for any changes to the performance evaluation system to the Chief Administrative Judge by October 1, 2000. Such recommendations shall not

waive any statutory or contractual rights of the Union or the UCS to negotiate.

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

- » AIDS, HIV, TB and other communicable and contagious diseases;
- » video display terminals (VDTs);
- » building and personal security; and
- » working conditions including exposure to toxic substances, air quality and related issues.

The Committee shall be composed of six members designated by the UCS and six members designated by CSEA. The Committee shall be authorized to visit work sites as necessary and appropriate. The Committee shall submit mutually agreed upon recommendations in writing to the Deputy Chief Administrative Judge (Courts Outside New York City) on or before March 31, 2002. The Committee is advisory only and shall not make policy nor shall any of

its recommendations be binding unless specifically adopted by the UCS.

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

ARTICLE 15

GRIEVANCE PROCEDURES

15.1 Definitions.

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

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

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

(2) Unreasonable work assignments or conditions.

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

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

(a) Step 1.

(i) Court of Appeals. An employee or the Union shall present the grievance in writing to the Clerk of the Court of Appeals or his/her designee, with a copy to the

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

(ii) **Appellate Divisions.** An employee employed in an Appellate Division, including MHLS, Grievance Committees, Committee on Character and Fitness, or the Union shall present the grievance in writing to the Presiding Justice of the Appellate Division or his/her designee, with a copy to the employee's immediate supervisor in the court or court-related agency to which

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

(iii) **Court of Claims.** An employee or the Union shall present the grievance in writing to the Presiding Judge of the Court of Claims or his/her designee, with a copy to the employee's immediate supervisor in the court or court-related agency to which the employee is assigned, not later than 45 calendar days after the date on which the act or omission giving rise to the grievance occurred or when the employee could

reasonably have been expected to become aware of, or to have knowledge, that he/she had a grievance. The Presiding Judge of the Court of Claims or his/her designee may require the grievant to meet with the grievant's immediate supervisor in an effort to settle the grievance informally. The Presiding Judge of the Court of Claims or his/her designee shall take any other steps necessary to insure that a proper disposition of the grievance is made and shall reply in writing and specify the reasons for the determination to the employee or Union within 20 workdays following the date of submission. In the event a grievance is not answered within the prescribed time limit, the grievance will be considered to have been passed to the second step of the grievance procedure if the Union presents the appeal as provided in Section 15.2(b)(1) or (b)(2).

(iv) Office of Court Administration. An employee or the Union shall present the grievance in writing to the Director of the Unit in the Office of Court Administration to which the employee is assigned or his/her designee, with a copy to the employee's immediate supervisor in the court or court-related agency to which the employee is assigned, not later than 45 calendar days after the date on which the act or omission giving rise to the grievance occurred or when the employee could reasonably have been expected to become aware of, or to have knowledge, that he/she

had a grievance. The Director or his/her designee may require the grievant to meet with the grievant's immediate supervisor in an effort to settle the grievance informally. The Director or his/her designee shall take any other steps necessary to insure that a proper disposition of the grievance is made and shall reply in writing and specify the reasons for the determination to the employee or Union within 20 workdays following the date of submission. In the event a grievance is not answered within the prescribed time limit, the grievance will be considered to have been passed to the second step of the grievance procedure if the Union presents the appeal as provided in Section 15.2(b)(1) or (b)(2).

(v) Judicial District Employees. An employee or the Union shall present the grievance in writing to the District Administrative Judge¹ or his/her designee, with

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

Admin. Judge for the Third Judicial District
Admin. Judge for the Fourth Judicial District
Admin. Judge for the Fifth Judicial District
Admin. Judge for the Sixth Judicial District
Admin. Judge for the Seventh Judicial District
Admin. Judge for the Eighth Judicial District

(continued...)

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

¹(...continued)

Admin. Judge for the Ninth Judicial District

Admin. Judge for the Tenth Judicial District-Nassau

County

Admin. Judge for the Tenth Judicial District-Suffolk

County

(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 Chief of Employee Relations. A copy of such appeal shall also be sent to the management representative who passed upon the grievance at Step 1 and to the Union's Director of Labor Relations or designee. Such appeal shall contain a short, clear statement of the grievance, the basis for the grievance, and the relief sought. The Chief of Employee Relations or his/her designee shall meet within 25 workdays after receipt of the appeal with the employee or the Union for a review of the grievance and shall issue a written decision by the end of the 25th workday after such review. A copy of such decision shall be sent to the employee and to the Union's Deputy Director of Labor Relations. In the event a grievance is not answered within the prescribed time limit, the Union may demand in writing to the Chief of Employee Relations to move the grievance to the next step of the procedure.

(b)(2) Step 2. Non-contract Grievances. In the event the employee or the Union wishes to appeal an unsatisfactory non-contract grievance decision at Step 1, the appeal must be presented in writing within 15

days of the receipt of the Step 1 decision to the Chief of Employee Relations and to the Union's Deputy Director of Labor Relations. A copy of such appeal shall also be sent to the management representative who passed upon the grievance at Step 1. Such appeal shall contain a short, clear statement of the grievance, the basis for the grievance, and the relief sought. The Chief of Employee Relations or his/her designee shall meet within 25 workdays after receipt of the appeal with the employee or the Union for a review of the grievance and shall issue a written decision by the end of the 25th workday after such review. A copy of such decision shall be sent to the employee and to the Union's Deputy Director of Labor Relations. Such decision shall not be subject to review by arbitration.

(c) Step 3. Contract Grievances.

(1) An appeal to arbitration from an unsatisfactory contract grievance decision at Step 2 may be made by the Union within 20 workdays of the receipt of the decision by the Chief of Employee Relations. A request for arbitration may be initiated by the Union by serving upon the Chief of Employee Relations a notice in writing of an intent to proceed to arbitration. The notice shall identify the Agreement provision in dispute, the issue or issues to be determined, the department and the employee or

employees involved. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator from a panel mutually established, which panel shall be agreed upon as soon as possible after execution of this Agreement. The method of selecting the arbitrator for a particular case shall be by mutual agreement between both parties to the Agreement, and failing such agreement, then by lot from the panel.

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

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

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

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

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

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

15.7 In the event the Union appeals a Step 2 decision to Step 3 and the parties cannot agree as to whether it constitutes an arbitrable grievance, the issue of arbitrability shall be preliminarily submitted to

arbitration prior to the resolution of the dispute on the merits in accordance with the procedures for arbitration set forth in Step 3.

ARTICLE 16

OUT-OF-TITLE WORK

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

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

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

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

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

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

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

(d) The duties are assigned during a temporary emergency which shall include: an unscheduled situation or circumstance which is expected to be of limited duration and either (i) presents a clear and imminent danger to person or property or (ii) is likely to interfere with the conduct of the State's statutory

mandates or programs; and cataclysmic events such as strikes or black-outs; and occasionally unanticipated staffing shortages; provided the affected employee is given reasonable notice by proper authority that such assignment of out-of-title duties is under a temporary emergency.

16.4 (a) If it is the opinion of the Chief of Employee 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 Chief of Employee 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 Chief of Employee 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 15 calendar days prior to the date the grievance was filed, in accordance with this Article.

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

ARTICLE 17

NO DISCRIMINATION

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

17.2 The UCS agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, disability, marital status,

Vietnam Era Veteran status, national origin, sex (including sexual harassment), sexual orientation, age or the proper exercise by an employee of the rights guaranteed by the Public Employees' Fair Employment Act.

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

ARTICLE 18

BENEFITS GUARANTEED

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

ARTICLE 19

CLASSIFICATION APPEALS

Review of position classification and position allocation.

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

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

(c) Provided, however, that appeals of classifications, reclassifications, allocations and

reallocations pursuant to Judiciary Law § 39, shall not be subject to this Article.

ARTICLE 20

PROTECTION OF EMPLOYEES

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

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

ARTICLE 21

UNIFORM AND EQUIPMENT ALLOWANCE

21.1 Effective April 1, 1999, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of \$1,024 paid as follows:

(a) in June, 1999, all such employees required to wear a uniform shall receive a uniform and equipment allowance of \$499, if eligible under Section 21.6.

(b) in December, 1999, all such employees required to wear a uniform shall receive a uniform and equipment allowance of \$525, if eligible under Section 21.6.

21.2(a) Effective June, 2000, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of \$525, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

(b) Effective December, 2000, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of \$525, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

21.3(a) Effective June, 2001, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of \$550, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

(b) Effective December, 2001, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of \$550, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

21.4(a) Effective June, 2002, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of \$575, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

(b) Effective December, 2002, all employees with peace officer status required to wear a uniform shall receive a uniform and equipment allowance of \$575, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

21.5 Effective beginning April 1, 1999, and continuing over the term of this Agreement, each employee who is required by the State to wear a uniform who does not have peace officer status shall receive an annual uniform and equipment allowance of \$850, payable in equal parts in June and December of each year, if eligible under Section 21.6. The payment of the uniform and equipment allowance shall be in a separate check.

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

(b) To be eligible for the uniform and equipment allowance payable in December pursuant to Sections 21.1(b); 21.2(b); 21.3(b); 21.4(b); and 21.5 above, an employee must have been on the payroll on November 30 of the subject year. An employee on a leave of absence without pay on November 30 who returns to duty prior to the payment of the June allowance for the following year, shall receive the prior December allowance upon return to duty.

(c) Notwithstanding the above, an employee who as a result of disciplinary action was on a leave without pay which exceeds five workdays at any time during the six month period preceding payment of the uniform and equipment allowance shall not be entitled to receive such allowance.

21.7 There shall be no proration of the uniform and equipment allowance.

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

21.9 Pre-Tour Prep. The UCS will have the continuing ability to require compliance with uniform requirements, which may include the right to conduct inspections on a periodic basis in accordance with the terms of the collective bargaining Agreement. To compensate for the time court officers must take to change into uniform, to secure their weapon and equipment each day before reporting for duty, and the time taken at the end of each tour of duty to change out of the uniform and to secure the firearm and equipment, the UCS shall provide court officers with five days of "pre-tour prep" time annually (prorated for employees working less than full time). This time shall be at a straight-time rate, to be used in the year in which it is credited, and to be taken in the discretion of the UCS when the operation of the courts permits. The UCS

should not unreasonably withhold permission for a court officer to take this time off. Commencing April 1, 2000, and on each April 1 thereafter, all court officers on the payroll as of the previous March 31 shall be credited with five days of pre-tour prep time. 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 preceding March 31. An employee on leave without pay on March 31, shall be credited with such time upon his/her return to active duty, provided, however, that such employee shall not receive credit for such pre-tour prep time unless he/she returns to duty within the fiscal year in which it is to be credited. Provided, further, that an employee on leave pursuant to Section 9.4, shall not receive credit for such time unless he/she returns to full-time duties within the fiscal year in which it is to be credited. Pre-tour prep time is not cumulative and any unused balance will expire at the close of business on March 31 of the fiscal year in which it is credited. Pre-tour prep time is not compensable upon separation from service and any such time standing to an employee's credit at the time an employee promotes or is appointed to an ineligible title shall revert to the State. The use of pre-tour prep time requires prior approval.

ARTICLE 22

EMPLOYEE BENEFIT FUND

22.1(a) Effective April 1, 1999, the UCS shall contribute a pro rata annual sum of \$835 per active employee for remittance to the Employee Benefit Fund. A pro rata contribution of \$417.50 to such Fund shall be made by the UCS 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, 2000, the UCS shall contribute a pro rata annual sum of \$885 per active employee for remittance to the Employee Benefit Fund. A pro rata contribution of \$442.50 to such Fund shall be made by the UCS 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, 2001, the UCS shall contribute a pro rata annual sum of \$930 per active employee for remittance to the Employee Benefit Fund. A pro rata contribution of \$465 to such Fund shall be made by the UCS 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, 2002, the UCS shall contribute a pro rata annual sum of \$980 per active employee for remittance to the Employee Benefit Fund. A pro rata contribution of \$490 to such Fund shall be made by the UCS 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 UCS shall contribute a pro rata sum of \$785 per employee retired since April 1, 1998 for remittance to the Employee Benefit Fund in each fiscal year of the Agreement. Effective March 31, 2003, the UCS shall contribute a pro rata annual sum of \$885 per employee retired since April 1, 1998, to the Employee Benefit Fund.

(f) Upon learning of the death of a retiree who has been receiving benefits from the Employee Benefit Fund, either the Union or the UCS shall promptly notify the other of the death. The UCS shall recoup all contributions paid on behalf of such retiree if paid after the retiree's death.

22.2 The UCS and the Union shall continue the separate Supplemental Employee Benefit Fund Agreement which shall specify the obligations of both parties regarding implementation, activities and reporting requirements of the fund.

ARTICLE 23

SALARY COMPUTATION

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

ARTICLE 24

EMPLOYEE ASSISTANCE PROGRAM

A Labor/Management Committee shall continue, composed of representatives from the UCS and the Union. Such Committee shall meet as necessary but at least quarterly upon demand of the UCS or the Union. The UCS shall provide \$15 per active represented employee per year during the term of this Agreement to carry out the program agreed upon by the parties pursuant to this Article provided, however, that any unused funds shall be carried over from one fiscal year to the next for the term of the Agreement. The

expenditure of such funds shall be by mutual agreement by the parties.

ARTICLE 25

JOB ABANDONMENT

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

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

have resigned from service, effective the 15th workday following the commencement of the unauthorized absence.

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

ARTICLE 26

REASSIGNMENTS AND TRANSFERS

26.1 Definitions.

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

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

26.2 Filing.

(a) A permanent employee having at least one year of continuous service in his/her present title, position and location may request reassignment or transfer pursuant to this section by filing a written request for reassignment or transfer on a form to be established by the Deputy Chief Administrative Judge for Management Support. Such form shall require the

employee to provide information deemed necessary by the UCS to consider the employee's request for reassignment or transfer. A request form which does not provide all information requested or is otherwise incomplete shall not be considered and shall be returned to the employee for completion. The request form shall be filed with the Personnel Examination Unit of the Office of Court Administration and with the Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge and the Chief Clerk of the court to which the employee seeks to be reassigned or transferred and the Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge and the Chief Clerk of the court where the employee is presently assigned.

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

(c) If an employee who previously filed a request for reassignment or transfer no longer seeks such

reassignment or transfer, the employee must notify the Personnel Examination Unit, the Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge and the Chief Clerk of the court to which the employee seeks a position and the Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge and the Chief Clerk of the court where the employee is presently assigned of the withdrawal of his or her request.

26.3 Guidelines in Considering Requests For Filling Vacancies.

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

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

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

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

(b) The Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, or the District Administrative Judge will consider competing requests

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

26.4 Notification of Rejection. No employee seeking reassignment or transfer must be selected. However, if an employee having at least one year of permanent continuous service in his/her present title, position and location is denied reassignment or transfer after being interviewed for such position, such employee will be notified in writing that his/her request is denied. The Personnel Examination Unit, the Clerk of the Court of Appeals, a Presiding Justice of an Appellate Division, the Presiding Judge of the Court of Claims, the District Administrative Judge and the Chief Clerk of the court will be notified of the disposition of all

vacancies and receive copies of the correspondence sent to applicants.

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

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

ARTICLE 27

CHILD CARE/ELDER CARE DEVELOPMENT COMMITTEE

A Child Care/Elder Care Development Committee shall be established composed of representatives from the UCS and the Union. This Committee shall develop guidelines and procedures for the implementation of this Article. The UCS shall

provide funding in the amount of \$93,800 for fiscal year 1999-2000; \$117,250 for fiscal year 2000-2001; \$140,700 for fiscal year 2001-2002 and \$164,150 for fiscal year 2002-2003, which shall be carried over from one fiscal year to the next but which shall lapse on March 31, 2003, to carry out the program agreed upon by the parties pursuant to this Article.

ARTICLE 28

POSTING OF VACANCIES

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

ARTICLE 29

PERSONAL HISTORY FOLDERS

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

(b) An employee shall be permitted to view his/her personal history folder once a year upon request, and when an adverse personnel action is initiated against the employee by the UCS. The view

shall be in the presence of a designee of the UCS and held at such time as the UCS may prescribe.

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

ARTICLE 30

PHYSICAL FITNESS

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

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

ARTICLE 31

FLEXIBLE BENEFITS SPENDING PROGRAM

31.1 Effective January 1, 1989, or as soon thereafter as is practicable, the UCS shall establish a program to provide employees with an opportunity to increase the employees' spendable income by paying for all or part of health insurance premiums paid by the employee with pre-tax dollars.

31.2 Effective January 1, 1990, or as soon thereafter as is practicable, the UCS shall expand such opportunities for employees to increase their spendable income by also paying for all or part of selected benefits such as child care, elder care and dependent care with pre-tax dollars.

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

ARTICLE 32

COURT REPORTER PRODUCTION STANDARDS

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

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

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

ARTICLE 33

DRUG TESTING

33.1(a)(1) Drug Testing.

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

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

(b) Positive testing is prima facie evidence of misconduct and may be cause for disciplinary action. Prior to the institution of disciplinary proceedings, a preliminary meeting shall be held with a representative

of the appropriate Deputy Chief Administrative Judge, the employee and his/her representative to determine whether the employee chooses to participate in a voluntary program of rehabilitation and the terms of such program. If the employee chooses not to participate, he/she shall be subject to formal disciplinary proceedings.

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

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

- medical certification of voluntary participation in a rehabilitation or detoxification program at the employee's expense and successful completion of such program;
- mandatory leave of absence of up to one year with the ability to charge earned and accrued sick leave, compensatory time and annual leave credits, if any, but without the ability to apply for advanced sick leave or sick leave at half-pay credits;
- assignment to light duty;
- removal of weapon on and off duty;

- periodic retesting, including retesting before a return to duty;
- suspension; and,
- termination.

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

(c) Other Disciplinary Charges.

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

ARTICLE 34

DRESS CODE

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

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

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

(c) business shoes.

The application of this provision shall be subject to the grievance procedure. The provisions of this

section may be waived in the event the provisions of Section 9.17 of this Agreement become applicable.

ARTICLE 35

TITLE STANDARDS

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

ARTICLE 36

SEVERABILITY

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

ARTICLE 37

CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire Agreement between the UCS and the Union, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, the Union waives any rights to further negotiations during the term of this Agreement inasmuch as the parties have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 38

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 39

CONFLICT WITH AGREEMENT

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

ARTICLE 40

DURATION OF AGREEMENT

The term of this Agreement shall be from April 2, 1999 to March 31, 2003.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on June 30, 2000.

STATE OF NEW YORK -
UNIFIED COURT SYSTEM

Lauren P. Desole
LAUREN P. DESOLE
CHIEF OF EMPLOYEE RELATIONS
Robert L. Perri
Robert L. Perri

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

Danny Donohue
DANNY DONOHUE
PRESIDENT
Kianna Jefferson Chair
Robert J. Uke CHAIR
William Vassallo
Mary Ellen L. DeLense
Lynlee Whitlock
Shaun Caraway
Barbara Epstein
James Kelly
Robert L. Dillen

APPENDIX A

JOB TITLES OR POSITIONS INCLUDED IN THE STATE JUDICIARY NEGOTIATING UNIT¹

Acting Chief Court Attorney Court of Appeals
Account Clerk/Typist*
Administrative Assistant
Administrative Assistant*
Administrative Clerk
Administrative Secretary
Administrative Services Clerk
Administrative Services Clerk PT
Administrative Services Clerk* JG-20
Administrative Stenographer, Court of Appeals
Administrative Stenographer, Court of Claims
Administrative Typist, Court of Appeals
Adoptions Examiner
Appellate Court Assistant
Appellate Court Assistant I

¹Except any employee whose position has been or is determined to be managerial or confidential by the New York State Public Employment Relations Board, and employees whose exclusion from the unit has been stipulated to, in writing, by the Parties.

Appellate Court Assistant II
Appellate Court Attorney
Appellate Court Attorney* COMP
Appellate Court Clerk
Appellate Court Clerk*
Appellate Court Clerk* COMP
Appellate Law Research Assistant
Appellate Law Stenographer
Appellate Law Stenographer* NS
Appellate Law Typist
Appellate Law Typist* JG-17
Appellate Messenger
Arbitration Commissioner
Archivist
Assistant Appellate Court Attorney
Assistant Associate Computer Systems Analyst*
Assistant Attorney
Assistant Building Superintendent
Assistant Consultation Clerk, Court of Appeals
Assistant Court Analyst
Assistant Court Clerk
Assistant Court Clerk* JG-16
Assistant Court Clerk* JG-17
Assistant Data Processing Manager
Assistant Data Processing Operations Manager
Assistant Deputy Clerk*
Assistant Deputy Clerk of Court-Appellate Division

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

Associate Court Clerk* JG-26
Associate Law Clerk to Appellate Division Justice
Associate Law Clerk to Judge
Associate Local Area Network Administrator
Associate MHLS Attorney
Associate Network Technologist
Associate Surrogate's Court Clerk
Attendant*
Attorney
Building Guard
Building Manager
Building Superintendent
Chief Appellate Court Attorney- 1st Dept.
Chief Appellate Court Attorney - 2nd Dept.
Chief Appellate Court Attorney - 3rd Dept.
Chief Appellate Court Attorney - 4th Dept.
Chief Attorney
Chief Attorney, Grievance Committee, 1st Dept.
Chief Computer Operator
Chief Counsel* NS
Chief Court Attendant, Appellate Division
Chief Court Attorney
Chief Court Attorney, Court of Appeals
Chief Court Attorney, Appellate Term, 2nd Dept.
Chief Legal Editor
Chief Management Analyst
Chief Mental Hygiene Legal Service Attorney
Chief Motion Clerk Appellate Div, 3rd Dept.

Chief Officer*
Chief Offset Printing Machine Operator
Chief Security Attendant, Court of Appeals
City Marshal* NCOM
Clerical Aide
Clerk
Clerk - Bilingual*
Clerk* NS
Clerk-PT* NS
Clerk-Typist
Clerical Research Aide
Clerical Assistant, Court of Appeals
Computer Applications Programmer
Computer Applications Programmer Trainee
Computer Operator
Computer Systems Analyst
Computer Systems Analyst Trainee
Computer Systems Programmer
Consultation Clerk, Court of Appeals
Consultation Clerk, Appellate Division, 4th Dept.
Confidential Assistant, Committee on Character and
Fitness*
Confidential Attendant
Confidential Attendant* NCOM JG-10
Confidential Clerk* JG-23
Confidential Clerk* JG-25
Confidential Decision and Order Clerk*
Confidential Legal Stenographer*

Confidential Records Clerk*
Court Aide
Court Analyst
Court Assistant
Court Assistant PT
Court Assistant HSAP
Court Attendant
Court Attendant*
Court Attendant JG8 NC*
Court Attendant* NS, except in Rockland County
Court Attendant, Appellate Division
Court Attendant, Court of Appeals
Court Attorney
Court Attorney PT
Court Attorney Referee
Court Attorney-Trial Part
Court Attorney-Trial Part (SPLT)
Court Attorney-Trial Part PT
Court Attorney (Trial Part) to Acting Justice
Court Attorney (Trial Part) to Acting Justice PT
Court Attorney, Court of Appeals
Court Building Guard
Court Clerk
Court Clerk PT
Court Clerk*
Court Clerk - Specialist
Court Crier*
Court Interpreter

Court Interpreter PT
Court Office Assistant
Court Officer
Court Officer* EX
Court Officer, Court of Appeals
Court Officer Sergeant
Court Officer Sergeant, Court of Appeals
Court Reporter
Court Reporter*
Court Reporter PT
Court Security Specialist
Court Stenographer*
Court Stenographer* PT
Custodial Aide
Custodial Assistant* NS
Custodian Elevator Operator*
Data Communications Analyst
Data Entry Clerk
Data Entry Clerk*
Data Entry Control Clerk
Data Entry Supervisor
Data Processing Operations Manager
Deputy Assistant Consultation Clerk, Court of Appeals
Deputy Building Superintendent
Deputy Chief Appellate Court Attorney, 1st Dept.
Deputy Chief Appellate Court Attorney, 2nd Dept.
Deputy Chief Appellate Court Attorney, 3rd Dept.
Deputy Chief Attorney

Deputy Chief Clerk I
Deputy Chief Court Attorney, Court of Appeals
Deputy Executive Secretary
Deputy Marshal*
Deputy State Reporter
Director, Family Counseling Unit*
Driver - Messenger
Drug Court Coordinator
Drug Court Specialist*
Educational Training Coordinator
Electronic Photocomposition Specialist
Executive Assistant* JG-30
Executive Assistant* NS
Executive Assistant, Appellate Division
Family Court Hearing Examiner
Family Court Hearing Examiner Assistant
Family Court Hearing Examiner Assistant PT
File Clerk
First Assistant Building Superintendent
Graphics and Desktop Publishing Specialist
Graphics Design Specialist
Grievance Examiner
Head Data Entry Clerk* JG-18
Hearing Examiner
Information Technology Analyst
Instructor
Junior Court Analyst
Junior Court Analyst (Hourly)

Law Assistant I* NS
Law Assistant* NS
Law Clerk to Appellate Division Justice
Law Clerk to Chief Judge
Law Clerk to Judge
Law Clerk to Judge (SPLT)
Law Clerk to Judge PT
Law Clerk to Justice
Law Clerk to Justice PT
Law Examiner
Law Librarian*
Law Librarian
Law Librarian PT
Law Librarian I* JG-18
Law Librarian I* JG-21
Law Librarian I* JG-21 PT
Law Librarian, Court of Appeals
Law Library Assistant
Law Library Clerk
Law Library Clerk PT
Law Reporting Assistant
Law Reporting Typist
Law Research Aide (Hrly)
Law Stenographer
Law Student
Legal Assistant I* NS
Legal Assistant II* NS
Legal Editor

Legal Intern PT
Legal Typist
Librarian
Library Assistant, Court of Appeals
Library Technical Assistant
Local Area Network Administrator
Management Analyst
Marshal
Marshal* NCOM
Mental Health Information Assistant*
Mental Health Information Officer
Mental Hygiene Legal Service Attorney
Mental Hygiene Information Service Program
Attorney PT
Messenger*
Messenger - Court of Appeals
Microfilm Coordinator
Microfilm Supervisor
Microfilm Supervisor PT
Network Technologist
Office Assistant
Office Assistant HSAP
Office Assistant PT
Office Assistant* JG-5
Office Assistant* JG-7
Office Stenographer
Office Stenographer PT
Office Typist

Office Typist HSAP
Office Typist PT
PC Analyst
Personnel Analyst
Personnel Analyst* COMP
Principal Administrative Assistant
Principal Administrative Services Clerk
Principal Appellate Court Attorney
Principal Appellate Court Clerk
Principal Appellate Court Clerk*
Principal Appellate Office Assistant
Principal Appellate Office Stenographer
Principal Appellate Office Typist
Principal Attorney
Principal Computer Applications Programmer
Principal Computer Operator
Principal Computer Systems Analyst
Principal Computer Systems Programmer
Principal Court Analyst
Principal Court Attorney
Principal Court Attorney Court of Appeals
Principal Court Attorney (Trial Part) to Acting Justice
Principal Court Reporter
Principal Court Reporter*
Principal Database Programmer
Principal Data Entry Clerk
Principal Information Technology Analyst
Principal Law Assistant (Trial Part) to Acting Justice

Principal Law Clerk to Appellate Division Justice
Principal Law Clerk to Judge
Principal Law Clerk to Judge PT*
Principal Law Librarian
Principal Law Librarian*
Principal Local Area Network Administrator
Principal Management Analyst
Principal Mental Health Information Officer
Principal Mental Hygiene Legal Services Attorney
Principal Network Technologist
Principal Office Assistant
Principal Office Assistant* JG-16
Principal Office Assistant PT
Principal Office Assistant HSAP
Principal Office Stenographer
Principal Office Stenographer PT
Principal Office Typist
Principal Office Typist PT
Principal Offset Printing Machine Operator
Principal Offset Printing Machine Operator Specialist
Principal PC Analyst
Principal Secretary to Judge
Principal Stenographer - Court of Appeals
Principal Surrogate's Court Clerk
Principal Technical Support Analyst
Printer, Court of Appeals
Prisoner Applications Clerk
Project Director Court Improvement

Records Administrator
Reference Clerk
Reporting Stenographer*
Research Assistant
Secretarial Assistant*
Secretarial Stenographer* NCOM
Secretary
Secretary to Acting Justice
Secretary to Appellate Division Justice
Secretary to Appellate Division Justice*
Secretary to Commissioner of Jurors (Clerk Court)*
Secretary to Committee on Character and Fitness
Secretary to the Court of Appeals
Secretary to the Court of Appeals Legal Research Staff
Secretary to Judge
Secretary to Judge* COMP
Secretary to Presiding Justice
Secretary to Presiding Justice*
Secretary to Supreme Court Justice
Security Attendant, Court of Appeals
Security Officer
Senior Administrative Assistant
Senior Administrative Secretary
Senior Administrative Secretary*
Senior Administrative Services Clerk
Senior Appellate Court Assistant
Senior Appellate Court Attorney
Senior Appellate Court Clerk

Senior Appellate Court Clerk*
Senior Appellate Court Clerk* COMP
Senior Appellate Law Stenographer
Senior Appellate Office Assistant
Senior Appellate Office Stenographer
Senior Appellate Office Typist
Senior Assistant Building Superintendent
Senior Associate Computer Applications Programmer
Senior Attorney
Senior Clerical Assistant, Court of Appeals
Senior Computer Applications Programmer
Senior Computer Operator
Senior Computer Systems Analyst
Senior Computer Systems Analyst PT
Senior Computer Systems Programmer
Senior Counsel
Senior Court Analyst
Senior Court Analyst PT
Senior Court Attendant, Appellate Division
Senior Court Attorney
Senior Court Attorney (Trial Part) to Acting Justice
Senior Court Attorney to Court of Appeals
Senior Court Building Guard
Senior Court Clerk
Senior Court Officer
Senior Court Officer*
Senior Court Officer* JG-21
Senior Court Reporter

Senior Court Reporter PT
Senior Custodial Aide
Senior Database Programmer
Senior Data Communications Analyst
Senior Data Entry Clerk
Senior Data Entry Supervisor
Senior Deputy Chief Court Attorney, Court of Appeals
Senior Education and Training Coordinator
Senior Law Clerk to Appellate Division Justice
Senior Law Clerk to Judge
Senior Law Examiner
Senior Law Librarian
Senior Law Librarian*
Senior Law Library Clerk
Senior Law Library Clerk*
Senior Legal Editor
Senior Local Area Network Administrator
Senior Management Analyst
Senior Mental Health Information Officer
Senior MHLS Attorney
Senior MHLS Attorney PT
Senior Network Technologist
Senior Office Assistant
Senior Office Assistant PT
Senior Office Assistant HSAP
Senior Office Stenographer
Senior Office Stenographer PT
Senior Office Typist

Senior Office Typist PT
Senior Office Typist HSAP
Senior Office Assistant
Senior Office Assistant JG-09
Senior Office Assistant* (HSAP) JG-09
Senior Office Assistant* JG-13
Senior Office Assistant* JG-16
Senior Office Stenographer
Senior Office Stenographer PT
Senior Office Typist
Senior Office Typist*
Senior Offset Printing Machine Operator
Senior PC Analyst
Senior Personnel Analyst
Senior Secretary to Judge
Senior Secretary to Judge* COMP
Senior Services Aide
Senior Stenographer*
Senior Stenographer Court of Appeals
Senior Technical Support Assistant
Senior Typist
Services Aide
Special Project Assistant
Special Projects Counsel
Statistician
Statistician Clerk
Stenographer, Court of Appeals
Student Aide

Student Aide II
Student Aide III
Substitute Secretary
Supervising Cleaner
Supervising Court Aide
Supervising Court Attendant, Court of Appeals
Supervising Custodial Assistant* NS
Supervisor, Centralized Courier
Supervisor of Decision Department, Appellate Division,
1st Department
Supervisor of Decision Department, Appellate Division,
2nd Department
Supervisor of Decision Department, Appellate Division,
3rd Department
Supervisor of District Printing Operations
Supervisor Intake*
Supervisor, Mail, Supply and Duplication
Supervisor, Printing, Mail and Supply Unit
Surrogate Court Clerk
Surrogate Court Clerk II*
Surrogate Court Clerk HSAP
Technical Service Manager
Telephone Operator - Court of Appeals
Typist
Typist Clerk*
UCO

APPENDIX B

DETERMINATION OF UCS/CSEA PERFORMANCE EVALUATION REVIEW PANEL

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

1. Evaluation forms for titles represented by CSEA shall follow the general format of the evaluation form for the court clerk title series attached hereto as Appendix A.
2. The evaluator and employee shall have a meeting at the beginning of the annual evaluation period at which time they shall discuss the tasks on which the employee will be evaluated. The evaluator shall indicate such tasks on the evaluation form.
3. At midpoint of the evaluation period, the evaluator and the employee shall meet to assess the employee's performance and prepare a development plan identifying objectives to be achieved and/or development activities to be undertaken during the next evaluation segment.
4. After three months and nine months of the annual evaluation period, the evaluator and employee shall meet to assess the employee's performance if either the evaluator or employee requests such meeting. Additional informal reviews are encouraged.

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

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

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

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

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

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

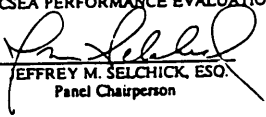
10. The Panel shall issue a written decision no later than ten working days after the close of its review or as soon thereafter as practicable. If the Panel sustains an appeal, the evaluation shall be returned to the evaluator for reconsideration consistent with the Panel's decision, and a revised evaluation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

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

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

UCS/CSEA PERFORMANCE EVALUATION REVIEW PANEL

By:


JEFFREY M. SELCHICK, ESQ.
Panel Chairperson

DATED: October 26, 1992
Albany, New York

UNIFIED COURT SYSTEM

PERFORMANCE EVALUATION SYSTEM

COURT CLERK SERIES

Court Assistant	Associate Court Clerk	Surrogate's Court Clerk
Court Clerk	Principal Court Clerk	Senior Surrogate's Court Clerk
Senior Court Clerk	Court Clerk-Specialist	Associate Surrogate's Court Clerk
		Principal Surrogate's Court Clerk

CONTENTS

Section I	Attendance and Punctuality
Section II	Rating Work Activities Perform Court Clerical Activities Plans and Organizes Work Provides Effective Supervision Interacts with Others in the Organization
SECTION III	Overall Job Performance
SECTION IV	Development Plan

EMPLOYEE'S NAME _____

SOCIAL SECURITY NUMBER _____

TITLE/JUDICIAL GRADE _____

EVALUATOR'S NAME AND TITLE _____

COURT AND COURT LOCATION _____

DATE OF EVALUATION _____

REVIEW SESSION NUMBER 1 2 3 4 5 6 7 8 9 10 11 12

(Circle the session number of the year)

SECTION I: ATTENDANCE AND PUNCTUALITY

PUNCTUALITY Lateness is defined as not being at the work station at the designated hour at the beginning of the work day and after the lunch hour.

ATTENDANCE Any unauthorized absence is considered unsatisfactory.

ATTENDANCE AND PUNCTUALITY RECORD

	Current Performance Evaluation Period	Prior Performance Evaluation Period	Total to Date
Unauthorized Absences			
Total Minutes Late			

COMMENTS _____

SECTION II: RATING WORK ACTIVITIES

The behaviors included within this section represent observable work activities performed in order to accomplish the major functions of the titles in the Court Clerk Series. These behaviors have been grouped into the following four rating categories: Performs Court Clerical Activities; Plans and Organizes work; Provides Effective Supervision; Interacts With Others in the Organization.

When evaluating the employee's performance in each area, consider how important the dimension is to the overall performance of the job, then consider how often the employee exhibits each behavior listed.

Note: Some of the behaviors are positively stated and some are negatively stated so please read each one carefully.

PERFORMS COURT CLERICAL ACTIVITIES

General Description

Completes standard court forms correctly; reviews documents for defects; notifies attorneys when defects are found; makes accurate calculations to estate accounting, filing fees, and fines.

IMPORTANCE OF PERFORMING COURT CLERICAL ACTIVITIES

Not Important/Not Relevant	Somewhat Important	Very Important	Extremely Important		
WORK BEHAVIORS	Not Relevant/ Not Observed	Very Rarely	Sometimes	Often	Almost Always
1. Reviews papers submitted to the court to make sure that all required forms have been submitted and that the forms are appropriate for the relief sought.	_____	_____	_____	_____	_____
2. Neglects to notify attorneys of defects in documents submitted to the court.	_____	_____	_____	_____	_____
3. Completes standard court forms such as orders, subpoenas, warrants and summonses incompletely or inaccurately.	_____	_____	_____	_____	_____
4. Loose or misfiles court documents or case folders.	_____	_____	_____	_____	_____
5. Ensures that court documents comply with the court's decisions.	_____	_____	_____	_____	_____
6. Fails to find errors in one's work.	_____	_____	_____	_____	_____
7. Investigates and resolves complaints and disputes from attorneys and the public.	_____	_____	_____	_____	_____
8. Makes decisions that take into account all available information.	_____	_____	_____	_____	_____
9. Makes calculation errors when dealing with such things as court statistics, estate accounting, filing fees, and fines.	_____	_____	_____	_____	_____
10. Accepts court documents to make sure all the required information has been presented.	_____	_____	_____	_____	_____
11. Records incorrect dispositions of cases on the calendar.	_____	_____	_____	_____	_____
12. Composes clear and concise written responses to inquiries.	_____	_____	_____	_____	_____
13. Calls the calendar, advises attorneys of cases and calls the jury at the appropriate time during a court proceeding.	_____	_____	_____	_____	_____

14. Neglects to follow established procedures for keeping track of important information or materials such as signed out files, documents or exhibits and checking on their status.

15. Makes appropriate decisions regarding situations where court policies and procedures are ambiguous or contradictory.

16. Overlooks information that indicates a need for special, non-standard handling of work.

OTHER JOB RELATED BEHAVIORS

1. _____

2. _____

3. _____

PLANS AND ORGANIZES WORK

General Description

Completes high priority work first; makes prompt and explicit decisions; organizes work effectively; to avoid duplication; bases plans on an accurate knowledge of unit objectives.

IMPORTANCE OF PLANNING AND ORGANIZING WORK

Not Important/Not Relevant	Somewhat Important	Very Important	Extremely Important
----------------------------	--------------------	----------------	---------------------

WORK BEHAVIORS

Not Relevant/
Not Observed

Very
Rarely

Sometimes

Often

Almost
Always

1. Understands the primary requirements of the jobs of his or her subordinates and superiors.

2. Checks through all incoming work to determine what needs to be acted upon immediately.

3. Puts off or avoids doing unpleasant tasks even though they have been assigned.

4. Fails to follow office procedures and instructions from the supervisor.

5. Completes top priority work first - as told to do so.

6. Bases plans and actions on a clear, accurate knowledge of the objectives of the unit.

- | | | | | | |
|---|-------|-------|-------|-------|-------|
| 7. Makes prompt and explicit decisions. | _____ | _____ | _____ | _____ | _____ |
| 8. Plans and organizes own work so he can do it efficiently and duplicate effort. | _____ | _____ | _____ | _____ | _____ |
| 9. Maintains lower than acceptable quality in the work of subordinates. | _____ | _____ | _____ | _____ | _____ |
| 10. Supplies new employees with proper reference materials or resources people to consult with when required. | _____ | _____ | _____ | _____ | _____ |
| 11. Does not organize work according to relative experience. | _____ | _____ | _____ | _____ | _____ |
| 12. Remains calm and acts appropriately when faced with a work crisis. | _____ | _____ | _____ | _____ | _____ |

OTHER JOB RELATED BEHAVIORS

1. _____
2. _____
3. _____

PROVIDES EFFECTIVE SUPERVISION

General Description: Delegates work effectively; reviews work of subordinates to ensure conformity to work procedures; trains new subordinates; evaluates work of subordinates.

IMPORTANCE OF PROVIDING EFFECTIVE SUPERVISION

Not Important/Not Relevant	Somewhat Important	Very Important	Extremely Important
----------------------------	--------------------	----------------	---------------------

WORK BEHAVIORS

	Not Relevant/ Not Observed	Very Rarely	Sometimes	Often	Almost Always
1. Fails to review the work of new employees periodically to ensure that their work conforms to the proper court procedures.	_____	_____	_____	_____	_____
2. Gives incorrect information to a new employee about court procedures.	_____	_____	_____	_____	_____
3. Understands the capabilities and limitations of subordinates or co-workers.	_____	_____	_____	_____	_____
4. Instructs employees on how to improve performance.	_____	_____	_____	_____	_____
5. Explains reasons for policies, actions and conditions to subordinates.	_____	_____	_____	_____	_____

6. Establishes clear channels of communication within his or her unit and between his or her unit and other parts of the plant system.

7. Fails to evaluate the work of subordinates.

8. Fails to delegate work to subordinates.

OTHER JOB RELATED BEHAVIORS

1. _____

2. _____

3. _____

INTERACTS WITH OTHERS IN THE ORGANIZATION

General Description: Works cooperatively and tactfully with co-workers; shares knowledge with colleagues; presents ideas and opinions in an effective way.

IMPORTANCE OF INTERACTING WITH OTHERS IN THE ORGANIZATION

Not Important/Not Relevant	Somewhat Important	Very Important	Extremely Important
----------------------------	--------------------	----------------	---------------------

WORK BEHAVIORS

Not Relevant/
Not Observed

Very
Rarely

Sometimes

Often

Almost
Always

1. Assists co-workers in performing their jobs by means of friendly advice and help.

2. Makes his or her knowledge available to co-workers when opportunities arise.

3. Monopolizes the conversation in the office and does not allow others to talk.

4. Pressures and/or reacts to ideas, opinions and requests in an argumentative fashion.

5. Initiates or participates in unnecessary conversations in the office, disturbing others.

6. Helps to explain procedures to co-workers who do not understand them.

OTHER JOB RELATED BEHAVIORS

1. _____
2. _____
3. _____

SECTION III: OVERALL JOB PERFORMANCE

In this section, you are to rate this person's overall job performance based on your consideration of the behaviors included in this form and any other job-related factors which you feel are appropriate, i.e., physical-fighting, smoking-conditions, inebriation. List the factors that influence your rating including strengths and weaknesses in the comments section provided below, being as specific as possible.

On the five point scale below, rate the overall job performance of this individual by circling the appropriate number. An explanation of your rating must be included in the comments section. Your explanation should be as specific and explicit as possible.

Unsatisfactory		Satisfactory		Excellent
1	2	3	4	5

Comments: _____

SECTION IV: DEVELOPMENT PLAN

Based on the evaluation of work performance, together (employer and supervisor) list specific objectives to be achieved or development activities to be undertaken during the next evaluation period.

Evaluator

Name

Signature

Title

Date

Director of Unit

I have reviewed this performance evaluation and approve unless after the attached comments.

Name

Title

Signature

Date

TO BE COMPLETED BY THE EMPLOYEE

Employee's comments: After examining your performance and development plan with your supervisor, make any comments you feel are appropriate and add your development and progress.

By my signature I acknowledge that I have received the contents of this form with my supervisor.

NOTE: Your supervisor must initial and you agree with the ratings attached below.

Name

Title

Signature

Date

MEMORANDUM

(DATE)

TO:

FROM:

SUBJECT: "UNSATISFACTORY" RATING

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

You have the right to appeal such rating to a three-member panel established under Section 7.6(c) of the 1991-95 CSEA Agreement. Such appeal must be made on the attached form within ten working days of receipt of the annual final written evaluation in which your overall performance is rated "unsatisfactory". To ensure proof of a timely appeal, it is recommended that the appeal be sent by certified mail, return receipt requested.

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

Attachment

PERFORMANCE EVALUATION APPEAL

Un satisfactory

Overall Rating

TO: Appeals Coordinator
Performance Evaluation Review Panel
State of New York Unified Court System
Agency Building 4, 10th Floor
Empire State Plaza
Albany, New York 12223

FROM: _____ SSN: _____

TITLE: _____ COURT/AGENCY: _____

WORK PHONE: () _____

I appeal my job performance rating as stated in section III of my performance appraisal dated _____ and submit the following rebuttal to those statements.

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

DATE

SIGNATURE OF APPELLANT

**PERFORMANCE EVALUATION REVIEW PANEL
STATE OF NEW YORK-UNIFIED COURT SYSTEM
AGENCY BUILDING 4, 10TH FLOOR
EMPIRE STATE PLAZA
ALBANY, NEW YORK 12223
(518) 476-7337**

(DATE)

Employee's Name
and Address

Dear _____:

Re: Performance Evaluation Appeal

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

The performance evaluation review panel will review your appeal and issue its written decision soon. If the panel determines that additional information, oral argument or witnesses are necessary to decide your appeal, you will be notified.

Sincerely,

Performance Evaluation Review Panel

MARCH 31, 1999 SALARY SCHEDULE

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum	1st Longevity	2nd Longevity
JG-501	836	13 698	14 532	15 368	16 204	17 040	17 876	18 712	19 548	20 384	21 220
JG-502	879	14 214	15 093	15 872	16 851	17 730	18 609	19 488	20 367	21 246	22 125
JG-503	918	14 881	15 879	16 797	17 715	18 633	19 551	20 469	21 387	22 305	23 223
JG-504	966	15 655	16 621	17 587	18 553	19 518	20 485	21 451	22 417	23 383	24 349
JG-505	1 022	16 391	17 413	18 435	19 457	20 478	21 501	22 523	23 545	24 567	25 589
JG-506	1 062	17 370	18 432	19 494	20 556	21 618	22 680	23 742	24 804	25 866	26 928
JG-507	1 108	18 408	19 514	20 622	21 730	22 838	23 946	25 054	26 162	27 270	28 378
JG-508	1 153	19 502	20 655	21 608	22 981	24 114	25 267	26 420	27 573	28 726	29 879
JG-509	1 211	20 625	21 838	23 047	24 256	25 468	26 680	27 891	29 102	30 313	31 524
JG-510	1 264	21 877	23 141	24 405	25 669	26 933	28 197	29 461	30 725	31 989	33 253
JG-511	1 323	23 223	24 546	25 638	27 192	28 515	29 838	31 161	32 484	33 807	35 130
JG-512	1 374	24 634	26 009	27 382	28 756	30 130	31 504	32 878	34 252	35 626	37 000
JG-513	1 439	26 120	27 587	29 003	30 445	31 884	33 323	34 762	36 201	37 640	39 078
JG-514	1 499	27 743	29 242	30 741	32 240	33 739	35 238	36 737	38 236	39 735	41 234
JG-515	1 562	29 418	30 981	32 543	34 105	35 667	37 229	38 791	40 353	41 915	43 477
JG-516	1 638	31 122	32 760	34 398	36 038	37 674	39 312	40 950	42 588	44 226	45 864
JG-517	1 722	32 925	34 647	36 369	38 091	39 813	41 535	43 257	44 979	46 701	48 423
JG-518	1 804	34 879	36 683	38 487	40 291	42 095	43 899	45 703	47 507	49 311	51 115
JG-519	1 887	36 842	38 729	40 616	42 503	44 380	46 277	48 164	50 051	51 938	53 825
JG-520	1 972	38 800	40 772	42 744	44 716	46 688	48 660	50 632	52 604	54 576	56 548
JG-521	2 056	40 950	43 018	45 072	47 128	49 184	51 240	53 288	55 352	57 408	59 464
JG-522	2 150	43 223	45 373	47 523	49 673	51 823	53 973	56 123	58 273	60 423	62 573
JG-523	2 237	45 628	47 865	50 102	52 339	54 576	56 813	59 050	61 287	63 524	65 761
JG-524	2 321	48 178	50 499	52 820	55 141	57 462	59 783	62 104	64 425	66 746	69 067
JG-525	2 422	50 949	53 371	55 793	58 215	60 637	63 059	65 481	67 903	70 325	72 747
JG-526	2 524	53 736	56 260	58 784	61 308	63 832	66 356	68 880	71 404	73 928	76 452
JG-527	2 610	56 808	59 418	62 028	64 638	67 248	69 858	72 468	75 078	77 688	80 298
JG-528	2 706	59 948	62 654	65 360	68 066	70 772	73 478	76 184	78 890	81 596	84 302
JG-529	2 812	63 225	66 037	68 849	71 661	74 473	77 285	80 097	82 909	85 721	88 533
JG-530	2 908	66 701	69 609	72 517	75 425	78 333	81 241	84 149	87 057	89 965	92 873
JG-531	3 008	70 435	73 441	76 447	79 453	82 459	85 465	88 471	91 477	94 483	97 489
JG-532	3 099	74 412	77 511	80 610	83 709	86 808	89 907	93 006	96 105	99 204	102 303
JG-533	3 195	78 666	81 861	85 056	88 251	91 446	94 641	97 836	101 031	104 226	107 421
JG-534	3 293	83 075	86 368	89 661	92 954	96 247	99 540	102 833	106 126	109 419	112 712
JG-535	3 383	87 624	91 007	94 380	97 773	101 156	104 539	107 922	111 305	114 688	118 071
JG-536	3 488	92 225	95 713	99 201	102 689	106 177	109 665	113 153	116 641	120 129	123 617
JG-537	3 579	97 341	100 820	104 499	108 078	111 657	115 236	118 815	122 394	125 973	129 552
JG-538		99 294									

OCTOBER 1, 1999 SALARY SCHEDULE

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum	1st Longevity	2nd Longevity
JG-501	861	14 108	14,969	15,830	16,691	17,552	18,413	19,274	20,135	20,996	21,857
JG-502	905	14 844	15,549	16,454	17,359	18,264	19,169	20,074	20,979	21,884	22,789
JG-503	946	15 407	16,353	17,299	18,245	19,191	20,137	21,083	22,029	22,975	23,921
JG-504	995	16 125	17 120	18,115	19 110	20,105	21,100	22,095	23,090	24,085	25,080
JG-505	1 053	16 881	17,934	18,987	20,040	21,093	22,146	23,199	24,252	25,305	26,358
JG-506	1 094	17 891	18,985	20,079	21,173	22,267	23,361	24,455	25,549	26,643	27,737
JG-507	1 141	18 960	20,101	21,242	22,383	23,524	24,665	25,806	26,947	28,088	29,229
JG-508	1 188	20,085	21,273	22,461	23,649	24,837	26,025	27,213	28,401	29,589	30,777
JG-509	1 247	21 247	22,494	23,741	24,988	26,235	27,482	28,729	29,976	31,223	32,470
JG-510	1 302	22 533	23,835	25,137	26,439	27,741	29,043	30,345	31,647	32,949	34,251
JG-511	1 363	23,918	25,281	26,644	28,007	29,370	30,733	32,096	33,459	34,822	36,185
JG-512	1 415	25,375	26,780	28,205	29,620	31,035	32,450	33,865	35,280	36,695	38 110
JG-513	1 482	26,914	28,396	29,878	31,360	32,842	34,324	35,806	37,288	38,770	40,252
JG-514	1 544	28,576	30,120	31,664	33,208	34,752	36,296	37,840	39,384	40,928	42,472
JG-515	1 609	30,301	31,910	33,519	35,128	36,737	38,346	39,955	41,564	43,173	44,782
JG-516	1 687	32,057	33,744	35,431	37,118	38,805	40,492	42,179	43,866	45,553	47,240
JG-517	1 774	33,911	35,685	37,459	39,233	41,007	42,781	44,555	46,329	48,103	49,877
JG-518	1 858	35,927	37,785	39,643	41,501	43,359	45,217	47,075	48,933	50,791	52,649
JG-519	1 944	37,945	39,889	41,833	43,777	45,721	47,665	49,609	51,553	53,497	55,441
JG-520	2 031	39,966	41,997	44,028	46,059	48,090	50,121	52,152	54,183	56,214	58,245
JG-521	2 118	42,187	44,305	46,423	48,541	50,659	52,777	54,895	57,013	59,131	61,249
JG-522	2 215	44,517	46,732	48,947	51,162	53,377	55,592	57,807	60,022	62,237	64,452
JG-523	2 304	46,998	49,302	51,606	53,910	56,214	58,518	60,822	63,126	65,430	67,734
JG-524	2 391	49,621	52,012	54,403	56,794	59,185	61,576	63,967	66,358	68,749	71,140
JG-525	2 495	52,476	54,971	57,466	59,961	62,456	64,951	67,446	69,941	72,436	74,931
JG-526	2 600	55,347	57,947	60,547	63,147	65,747	68,347	70,947	73,547	76,147	78,747
JG-527	2 688	58,515	61,203	63,891	66,579	69,267	71,955	74,643	77,331	80,019	82,707
JG-528	2 787	61,748	64,535	67,322	70,109	72,896	75,683	78,470	81,257	84,044	86,831
JG-529	2 896	65,125	68,021	70,917	73,813	76,709	79,605	82,501	85,397	88,293	91,189
JG-530	2 995	68,704	71,699	74,694	77,689	80,684	83,679	86,674	89,669	92,664	95,659
JG-531	3 096	72,550	75,646	78,742	81,838	84,934	88,030	91,126	94,222	97,318	100,414
JG-532	3 192	76,645	79,837	83,029	86,221	89,413	92,605	95,797	98,989	102,181	105,373
JG-533	3 291	81,025	84,316	87,607	90,898	94,189	97,480	100,771	104,062	107,353	110,644
JG-534	3 392	85,566	88,958	92,350	95,742	99,134	102,526	105,918	109,310	112,702	116,094
JG-535	3 485	90,250	93,735	97,220	100,705	104,190	107,675	111,160	114,645	118,130	121,615
JG-536	3 593	94,990	98,583	102,178	105,769	109,362	112,955	116,548	120,141	123,734	127,327
JG-537	3 688	100,264	103,950	107,638	111,322	115,008	118,694	122,380	126,066	129,752	133,438
JG-538		102,273									

APRIL 1, 2001 SALARY SCHEDULE

Grade	Increment	Hourly Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum	1st Longevity	2nd Longevity
JG-501	0.18	15.040	15.056	16.076	17.194	18.712	19.830	20.548	21.466	22.384	23.302
JG-502	0.65	15.611	16.578	17.541	18.508	19.471	20.438	21.401	22.366	23.331	24.296
JG-503	1.008	16.429	17.437	18.445	19.453	20.461	21.469	22.477	23.485	24.493	25.501
JG-504	1.061	17.189	18.250	19.311	20.372	21.433	22.494	23.555	24.616	25.677	26.738
JG-505	1.123	17.994	19.117	20.240	21.363	22.486	23.609	24.732	25.855	26.978	28.101
JG-506	1.167	19.089	20.236	21.403	22.570	23.737	24.904	26.071	27.238	28.405	29.572
JG-507	1.216	20.218	21.432	22.646	23.864	25.080	26.298	27.512	28.728	29.944	31.160
JG-508	1.267	21.409	22.678	23.943	25.210	26.477	27.744	29.011	30.278	31.545	32.812
JG-509	1.320	22.654	23.983	25.312	26.641	27.970	29.299	30.628	31.957	33.286	34.615
JG-510	1.388	24.022	25.410	26.799	28.188	29.577	30.966	32.355	33.738	35.128	36.514
JG-511	1.453	25.499	26.952	28.405	29.858	31.311	32.764	34.217	35.670	37.123	38.576
JG-512	1.508	27.055	28.563	30.071	31.579	33.087	34.595	36.103	37.611	39.119	40.627
JG-513	1.579	28.699	30.270	31.857	33.438	35.015	36.594	38.173	39.752	41.331	42.910
JG-514	1.646	30.464	32.110	33.758	35.402	37.040	38.684	40.340	41.986	43.632	45.278
JG-515	1.715	32.305	34.020	35.735	37.450	39.165	40.880	42.595	44.310	46.025	47.740
JG-516	1.799	34.171	35.970	37.769	39.568	41.367	43.168	44.985	46.764	48.563	50.362
JG-517	1.891	36.153	38.044	39.935	41.826	43.717	45.608	47.499	49.380	51.261	53.172
JG-518	1.981	38.269	40.260	42.261	44.262	46.263	48.264	50.185	52.166	54.147	56.128
JG-519	2.072	40.455	42.527	44.599	46.671	48.743	50.815	52.887	54.959	57.031	59.103
JG-520	2.165	42.608	44.773	46.938	49.103	51.268	53.433	55.598	57.763	59.928	62.093
JG-521	2.258	44.974	47.232	49.490	51.748	54.003	56.264	58.522	60.780	63.038	65.298
JG-522	2.361	47.460	49.821	52.182	54.543	56.904	59.265	61.626	63.987	66.348	68.709
JG-523	2.456	50.104	52.560	55.016	57.472	59.928	62.384	64.840	67.286	69.752	72.208
JG-524	2.549	52.899	55.448	57.997	60.546	63.095	65.644	68.193	70.742	73.291	75.840
JG-525	2.660	55.942	58.602	61.262	63.922	66.582	69.242	71.902	74.562	77.222	79.882
JG-526	2.772	59.002	61.774	64.546	67.318	70.090	72.862	75.634	78.406	81.178	83.950
JG-527	2.868	62.377	65.243	68.109	70.975	73.841	76.707	79.573	82.439	85.305	88.171
JG-528	2.972	65.821	68.793	71.765	74.737	77.709	80.681	83.653	86.625	89.597	92.569
JG-529	3.087	69.429	72.516	75.603	78.690	81.777	84.864	87.951	91.038	94.125	97.212
JG-530	3.193	73.242	76.435	79.628	82.821	86.014	89.207	92.400	95.593	98.786	101.979
JG-531	3.301	77.339	80.640	83.941	87.242	90.543	93.844	97.145	100.446	103.747	107.048
JG-532	3.403	81.707	85.110	88.513	91.916	95.319	98.722	102.125	105.528	108.931	112.334
JG-533	3.509	86.373	89.882	93.391	96.900	100.409	103.918	107.427	110.936	114.445	117.954
JG-534	3.616	91.219	94.835	98.451	102.067	105.683	109.299	112.915	116.531	120.147	123.763
JG-535	3.716	96.206	99.922	103.638	107.354	111.070	114.786	118.502	122.218	125.934	129.650
JG-538	3.831	101.281	105.092	108.923	112.754	116.585	120.416	124.247	128.078	131.899	135.740
JG-537	3.930	108.883	110.813	114.743	118.673	122.603	126.533	130.463	134.393	138.323	142.253
JG-538		109.029									

APRIL 1, 2002 SALARY SCHEDULE

Grade	Increment	Hiring Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	Maximum	1st Longevity	2nd Longevity
JG-501	950	15 568	16 518	17 468	18 418	19 368	20 318	21 268	22 218	23 168	24 118
JG-502	999	16 156	17 155	18 154	19 153	20 152	21 151	22 150	23 149	24 148	25 147
JG-503	1 043	17 006	18 049	19 092	20 135	21 178	22 221	23 264	24 307	25 350	26 393
JG-504	1 098	17 792	18 890	19 988	21 086	22 184	23 282	24 380	25 478	26 576	27 674
JG-505	1 162	18 626	19 788	20 950	22 112	23 274	24 436	25 598	26 760	27 922	29 084
JG-506	1 208	19 736	20 944	22 152	23 360	24 568	25 776	26 984	28 192	29 400	30 608
JG-507	1 259	20 921	22 180	23 439	24 698	25 957	27 216	28 475	29 734	30 993	32 252
JG-508	1 311	22 181	23 472	24 783	26 094	27 405	28 716	30 027	31 338	32 649	33 960
JG-509	1 376	23 444	24 820	26 196	27 572	28 948	30 324	31 700	33 076	34 452	35 828
JG-510	1 437	24 860	26 297	27 734	29 171	30 608	32 045	33 482	34 919	36 356	37 793
JG-511	1 504	26 391	27 895	29 399	30 903	32 407	33 911	35 415	36 919	38 423	39 927
JG-512	1 561	28 001	29 562	31 123	32 684	34 245	35 806	37 367	38 928	40 489	42 050
JG-513	1 634	29 706	31 340	32 974	34 608	36 242	37 876	39 510	41 144	42 778	44 412
JG-514	1 704	31 528	33 232	34 936	36 640	38 344	40 048	41 752	43 456	45 160	46 864
JG-515	1 775	33 436	35 211	36 986	38 761	40 536	42 311	44 086	45 861	47 636	49 411
JG-516	1 862	35 367	37 229	39 091	40 953	42 815	44 677	46 539	48 401	50 263	52 125
JG-517	1 957	37 420	39 377	41 334	43 291	45 248	47 205	49 162	51 119	53 076	55 033
JG-518	2 050	39 642	41 692	43 742	45 792	47 842	49 892	51 942	53 992	56 042	58 092
JG-519	2 145	41 868	44 013	46 158	48 303	50 448	52 593	54 738	56 883	59 028	61 173
JG-520	2 241	44 098	46 339	48 580	50 821	53 062	55 303	57 544	59 785	62 026	64 267
JG-521	2 337	46 549	48 888	51 223	53 560	55 897	58 234	60 571	62 908	65 245	67 582
JG-522	2 444	49 119	51 563	54 007	56 451	58 895	61 339	63 783	66 227	68 671	71 115
JG-523	2 542	51 858	54 400	56 942	59 484	62 026	64 568	67 110	69 652	72 194	74 736
JG-524	2 638	54 752	57 390	60 028	62 666	65 304	67 942	70 580	73 218	75 856	78 494
JG-525	2 753	57 901	60 654	63 407	66 160	68 913	71 666	74 419	77 172	79 925	82 678
JG-526	2 869	61 068	63 937	66 806	69 675	72 544	75 413	78 282	81 151	84 020	86 889
JG-527	2 966	64 563	67 529	70 495	73 461	76 427	79 393	82 359	85 325	88 291	91 257
JG-528	3 076	68 125	71 201	74 277	77 353	80 429	83 505	86 581	89 657	92 733	95 809
JG-529	3 195	71 860	75 055	78 250	81 445	84 640	87 835	91 030	94 225	97 420	100 615
JG-530	3 305	75 804	79 109	82 414	85 719	89 024	92 329	95 634	98 939	102 244	105 549
JG-531	3 417	80 043	83 460	86 877	90 294	93 711	97 128	100 545	103 962	107 379	110 796
JG-532	3 522	84 568	88 090	91 612	95 134	98 656	102 178	105 700	109 222	112 744	116 266
JG-533	3 632	89 395	93 027	96 659	100 291	103 923	107 555	111 187	114 819	118 451	122 083
JG-534	3 743	94 409	98 152	101 895	105 638	109 381	113 124	116 867	120 610	124 353	128 096
JG-535	3 848	99 574	103 420	107 266	111 112	114 958	118 804	122 650	126 496	130 342	134 188
JG-536	3 895	104 808	108 771	112 736	116 701	120 666	124 631	128 596	132 561	136 526	140 491
JG-537	4 068	110 821	114 689	118 757	122 825	126 893	130 961	135 029	139 097	143 165	147 233
JG-538		112 846									

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