

A G R E E M E N T

between the

STATE OF NEW YORK-UNIFIED COURT SYSTEM

and

NINTH JUDICIAL DISTRICT COURT EMPLOYEES ASSOCIATION

2021 - 2026

**NINTH JUDICIAL DISTRICT
COURT EMPLOYEES ASSOCIATION**

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1	RECOGNITION	1
2	STATEMENT OF POLICY AND PURPOSE	1
3	UNCHALLENGED REPRESENTATION	2
4	EMPLOYEE ORGANIZATION RIGHTS	2
5	MANAGEMENT RIGHTS	7
6	NO STRIKES.....	7
7	COMPENSATION	8
8	HEALTH INSURANCE.....	15
9	TIME AND LEAVE	17
	9.1 Attendance	17
	9.2 Annual Leave	18
	9.3 Sick Leave	20
	9.4 Workers' Compensation Leave.....	28
	9.5 Other Leaves With Pay.....	34
	9.6 Leaves Without Pay.....	40
	9.7 Payment of Accruals Upon Separation	41
	9.8 Written Agreement Required for Transfer of Leave Credits.....	42
	9.9 Holidays.....	42
	9.10 Retroactive Time Credits	43
	9.11 Holiday Pay.....	43
	9.12 Holiday Falling on Saturday or Sunday.....	43
	9.13 Workweek	43
	9.14 Conferences.....	44
	9.15 Request for Reassignment or Transfer.....	44
	9.16 Scheduling.....	44
	9.17 Early Release	44
10	OVERTIME.....	45
11	TRAVEL EXPENSES	51
12	PRINTING OF AGREEMENT	51
13	PERSONNEL AND PAY PRACTICES	51
14	LABOR/MANAGEMENT COMMITTEE	54
15	WORK/LIFE ASSISTANCE PROGRAM.....	55
16	DISCIPLINARY PROCEDURE	55
	16.1 Applicability	55
	16.2 Procedure	56
	16.3 Suspension Pending Determination of Charges.....	57
	16.4 Determination of Charges	57
	16.5 Time for Removal or Disciplinary Proceedings	28
	16.6 Review of Penalty or Punishment	58
	16.7 Restoration of Position	59
	16.8 Alternative Disciplinary Procedure	59
	16.9 Hearing Officer Panel	61
	16.10 Investigatory Notification	61
17	JOB ABANDONMENT	61

18	GRIEVANCE PROCEDURES	62
19	NO DISCRIMINATION	66
20	BENEFITS GUARANTEED.....	67
21	PROTECTION OF EMPLOYEES	67
22	WELFARE FUND.....	67
23	DAY CARE DEVELOPMENT COMMITTEE	68
24	PHYSICAL FITNESS	69
25	FLEXIBLE BENEFIT SPENDING PROGRAM.....	69
26	COURT REPORTER PROCEDURES.....	70
27	DRUG TESTING.....	71
28	SEVERABILITY	73
29	DRESS CODE	73
30	PEACE OFFICER TRAINING AND SHIELDS	75
31	PRE-TAX TRANSPORTATION PROGRAM	75
32	REIMBURSEMENT FOR PROPERTY DAMAGE	76
33	WORKFORCE REDUCTION	76
34	RESUME POOL	77
35	CONCLUSION OF COLLECTIVE NEGOTIATIONS	77
36	APPROVAL OF THE LEGISLATURE	78
37	AGENCY SHOP.....	78
38	CONFLICT WITH AGREEMENT	78
39	DURATION OF AGREEMENT	78
	SIGNATURE PAGE	79

APPENDIX A:

Job Titles or Positions Included in the Ninth Judicial District Negotiating Unit.....	80
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APPENDIX B:

Salary Schedules	82
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AGREEMENT

AGREEMENT made by and between the State of New York-Unified Court System (hereafter referred to as the "State" or "Unified Court System") and the Ninth Judicial District Court Employees Association (hereafter referred to as the "Union"). The term "employees" shall hereafter refer to employees within the Ninth Judicial District negotiating unit as defined in Article 1 of this Agreement.

ARTICLE 1

RECOGNITION

The State, pursuant to Article 14 of the Civil Service Law (Public Employees' Fair Employment Act), recognizes the Ninth Judicial District Court Employees Association as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for all full-time and part-time employees occupying nonjudicial positions within the County of Rockland, the County of Westchester or the City of White Plains which were paid by the County of Rockland, the County of Westchester or the City of White Plains prior to April 1, 1977, or, if created after such date, would have been so paid except for the enactment of Chapter 966 of the Laws of 1976 and adds by accretion to such negotiating unit, effective January 23, 1997, all employees who serve in nonjudicial positions which were paid by the City of Yonkers prior to April 1, 1977, or if created after such date would have been so paid except for the enactment of Chapter 966 of the Laws of 1976, whose job titles or positions are set forth in Appendix A attached hereto.

ARTICLE 2

STATEMENT OF POLICY AND PURPOSE

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

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

(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 operation of the State's business.

(e) To provide a basis for the adjustment of matters of mutual interest by means of 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 State Comptroller. Further, to the extent allowed by law, payroll deductions shall also be provided without service charge

for approved Individual Retirement Accounts and Deferred Compensation Programs as authorized in writing by an employee and in accordance with the Rules of the State Comptroller.

4.3 Bulletin Boards.

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

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

(c) The Union shall be permitted access to the District inter-office mail service where available for bulk transmittal of communications to employees, provided there is no additional cost to the State.

4.4 Meeting Space. Where there is appropriate available meeting space, the Union will be permitted to use such space for Union meetings upon prior arrangement with the appropriate court or District Administrative Judge or his/her designee.

4.5 Access to Employees. The Union shall, on an exclusive basis, have access during working hours to employees it represents to consult regarding membership services and programs under

mutually developed arrangements with the District Administrative Judge or his/her designee. Any such arrangements shall ensure that such access shall not interfere with work duties or performance and shall be reasonably controlled.

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

4.7 Employee Organization Leave.

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

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

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

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

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

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

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

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

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

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

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

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

(11) To attend meetings of the Ninth Judicial District Court Employees Association, for no more than one such meeting per month.

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

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

(14) Subject to the reasonable operating needs of the court or court-related agency, the Union shall be granted up to one hour to meet with new employees, in the first six months of service, during 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 EOL for time actually spent performing appropriate employee relations functions as specified in Section 4.7(b), provided that such time shall not exceed five (5) hours per represented employee per year based on the average number of employees in the bargaining unit, computed on a quarterly basis, and, provided further, that unused time shall be carried over from one fiscal year to the next. If EOL is utilized beyond such amount, the Union shall have 30 days to determine whether to repay such amount to the State in cash as provided below or through a charge to the accrued annual leave credits or compensatory time credits of the employee who was absent from work performing such appropriate employee relations functions. Provided, however, that if an employee does not have sufficient annual leave or compensatory time credits to cover such absence from work, appropriate deductions shall be taken from subsequent paychecks. Provided further, however, that if the Union chooses to reimburse the State in cash for such excess time used, such payment shall be based on the hourly rate of the individual for whom such reimbursement is made including an additional payment of 30% of such rate representing the value of fringe benefits. Such reimbursement by the Union shall be made within 30 days after the State has notified the Union by certified mail that a deficit exists. If the Union fails to make such cash payment within 30 days and the Union has not notified the State that a dispute exists concerning the amount of EOL due and owing, the State shall make an appropriate deduction from the affected employee's leave credits or subsequent paychecks.

The hourly rate shall be determined by dividing an employee's basic annual salary plus any additional compensation payable because of hours of work or location by 1,827. If the Union notifies

the State within 30 days that a dispute exists concerning the amount of EOL due and owing, then the Union must simultaneously notify the State whether it chooses to place the disputed amount of cash or leave credits in escrow pending resolution of the dispute by arbitration pursuant to Article 18 of the Agreement. The Union may elect to place a certified check for the full disputed amount in an escrow account which the State selects. If the Union does not make a timely election when it notifies the State within 30 days of notification of the overage of a dispute, the State will automatically freeze the disputed amount of leave credits of affected employees. Such leave credits cannot be used by affected employees while frozen and such leave credits will not be released until there is a final resolution of the dispute.

In scheduling the use of EOL time for such appropriate employee relations functions, the State shall use its best efforts to accommodate authorized requests for EOL.

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 purposes and policies of the State Judiciary; the right to determine the facilities, methods, means and number of personnel required for conduct of State Judiciary programs; the right to administer the Merit System pursuant to law; the right to direct, deploy, determine the size of, and utilize the work force; the right to transfer employees to other work; the right to contract out for goods or services; the right to establish or to change existing positions in accordance with law; and the right to promote, 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 utilize a performance evaluation system for all employees. All increments and longevity bonuses will be conditioned on ratings pursuant to the performance evaluation system as provided herein. Such performance evaluation system shall provide for an annual, final employee performance review by a supervisor and such final review shall be completed no later than February 1 of each year. A mid-year review may also be held for employees who have received a rating that was other than meets job requirements during the previous rating period. Additional informal reviews are encouraged. No increment or longevity bonus normally due under Section 37 of the Judiciary Law and provided for in this Agreement or under Section 7.7 shall be released unless an employee receives a final annual rating other than unsatisfactory under the State's performance evaluation system. An employee will receive a copy of the performance evaluation form. An unsatisfactory rating in one year will not be a bar to increments or longevity bonuses in future years, if eligible.

(b) A written appeal of an unsatisfactory performance evaluation review shall be made within ten workdays of the receipt of the final performance evaluation form. Such appeal shall be made on

a form acceptable to the State and the Union to a panel to be composed of one Union representative, one management representative and one third-party neutral to be designated by agreement of the parties. The panel shall review whether the unsatisfactory performance evaluation was a reasonable determination by the supervisor considering the performance evaluation form and the written appeal form. The panel may determine, in its discretion, that additional information, oral argument or witnesses are necessary to make an adequate review. The panel shall determine in writing by March 1 whether the unsatisfactory rating shall be sustained or denied. Such decision shall be final and binding and unreviewable in any forum. The procedure herein shall not apply to probationary employees.

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

(b) Effective April 1, 2021, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of each employee will be increased by 2% or \$1,000, whichever is greater. Such percentage increase shall be added to the salary schedule.

7.5(a) Effective April 1, 2022, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, each graded employee eligible for an increment pursuant to Section 37 of the Judiciary Law whose performance is rated higher than unsatisfactory, shall receive such increment based on the salary schedule in effect on March 31, 2022, added to basic annual salary. An employee must have served the equivalent of 120 full workdays in the fiscal year to receive such increment.

(b) Effective April 1, 2022, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of each employee will be increased by 2% or \$1,000, whichever is greater. Such percentage increase shall be added to the salary schedule.

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

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

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

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

(b) Effective April 1, 2024, or on a different day of the biweekly period for administrative convenience as provided for in Section 200(1) of the State Finance Law, the basic annual salary of

each employee will be increased by 3%. Such percentage increase shall be added to the salary schedule.

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

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

7.10 Location Pay.

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

(a) Effective April 1, 2022, the State shall pay, in addition to basic annual salary, a location differential of \$4,500 per annum (prorated for employees working less than full time) to each employee assigned to a workstation in Westchester or Rockland County.

(b) Effective April 1, 2023, the State shall pay, in addition to basic annual salary, a location differential of \$4,635 per annum (prorated for employees working less than full time) to each employee assigned to a workstation in Westchester or Rockland County.

(c) Effective April 1, 2024, the State shall pay, in addition to basic annual salary, a location differential of \$4,775 per annum (prorated for employees working less than full time) to each employee assigned to a workstation in the Westchester or Rockland County.

(d) Effective April 1, 2025, the State shall pay, in addition to basic annual salary, a location differential of \$4,920 per annum (prorated for employees working less than full time) to each

employee assigned to a workstation in Westchester or Rockland County.

7.11 Longevity Bonus.

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

(a) Effective April 1, 2022, an employee who has at least 20 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,200 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(b) Effective April 1, 2022, an employee who has at least 25 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,300 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(c) Effective April 1, 2022, an employee who has at least 30 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,400 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(d) Effective April 1, 2023, an employee who has at least 20 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,270 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(e) Effective April 1, 2023, an employee who has at least 25 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,370 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(f) Effective April 1, 2023, an employee who has at least 30 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,475 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(g) Effective April 1, 2024, an employee who has at least 20 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,340 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of

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

(h) Effective April 1, 2024, an employee who has at least 25 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,440 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(i) Effective April 1, 2024, an employee who has at least 30 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,550 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(j) Effective April 1, 2025, an employee who has at least 20 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,410 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(k) Effective April 1, 2025, an employee who has at least 25 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual

payment of \$2,515 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

(l) Effective April 1, 2025, an employee who has at least 30 years of continuous service in the Unified Court System (including State Judicial Service) and who has served the equivalent of 120 workdays in each fiscal year for which eligibility is being determined, shall receive an annual payment of \$2,630 (prorated for employees working less than full time at the time of payment) which payment shall not be added to basic annual salary but which shall be pensionable. For the purpose of this Section, a break in continuous service shall not include a leave of absence without pay nor shall it include a resignation followed by re-employment within one year.

7.12 Shift Differential.

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

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

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

ARTICLE 8

HEALTH INSURANCE

8.1 The State shall continue to provide health and prescription drug benefits administered by the Department of Civil Service. Employees enrolled in such plans shall receive health and prescription drug benefits to the same extent, at the same contribution level, in the same form and

with the same co-payment structure that applies to Executive Branch employees represented by the Civil Service Employees Association, Inc. Notwithstanding the foregoing, the State shall not increase the employee contribution level, co-payments and/or deductibles during the interim period between the expiration date of this Agreement and the execution of a successor agreement.

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

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