



**SUMMARY OF TENTATIVE AGREEMENTS**  
**Local 1070/DC 37 and NYS Court System**  
**Settlement Reached November 23, 2022**

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Term of Contract – April 1, 2021 to March 31, 2026 (5 years)

**No Concessions/Give-Backs**

**Article 7: Compensation**

- **13.7% in Compounding Wage Increases and Wage Floors (7.4-7.9):**
  - April 1, 2021: **2% or \$1,000** (whichever is greater)
  - April 1, 2022: **2% or \$1,000** (whichever is greater; increase compounds)
  - April 1, 2023: **3% or \$1,000** (whichever is greater; increase compounds)
  - April 1, 2024: **3% or \$1,000** (whichever is greater; increase compounds)
  - April 1, 2025: **3% or \$1,000** (whichever is greater; increase compounds)(Wage increases fully retroactive to the first day of the agreement, i.e. April 1, 2021)
- **\$3,000 signing bonus:** to all employees in active status as of date of ratification.
- **Location Pay Increases (7.10):**
  - Current rate: **\$4,200**
  - April 1, 2022: **\$4,500** (Retroactive)
  - April 1, 2023: **\$4,635**
  - April 1, 2024: **\$4,775**
  - April 1, 2025: **\$4,920**
- **Longevity Bonus Increases (7.11):**
  - Current rates: **\$2,000 for 20+ years of continuous service**  
**\$2,100 for 25+ years of continuous service**  
**\$2,200 for 30+ years of continuous service**
  - April 1, 2022: **\$2,200** for 20+ years of continuous service  
(retroactive) **\$2,300** for 25+ years of continuous service  
**\$2,400** for 30+ years of continuous service
  - April 1, 2023: **\$2,270** for 20+ years of continuous service  
**\$2,370** for 25+ years of continuous service  
**\$2,475** for 30+ years of continuous service
  - April 1, 2024: **\$2,340** for 20+ years of continuous service  
**\$2,440** for 25+ years of continuous service  
**\$2,550** for 30+ years of continuous service
  - April 1, 2025: **\$2,410** for 20+ years of continuous service  
**\$2,515** for 25+ years of continuous service  
**\$2,630** for 30+ years of continuous service

**Article 8: Health Insurance**

- **No increase** to the employee contribution level, Empire Plan medical or prescription copayments, and deductibles for the duration of the agreement. One \$25 dr. visit copayment for all tests/services.
- **Productivity Enhancement Program increases:** Effective 1/1/2023, 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. Credit is for use in defraying cost of NY State Health Insurance premiums. 8.3

**Article 9 Time and Leave**

- **Meal Period** section: affirms and codifies in the Collective Bargaining Agreement that Employees shall be entitled an uninterrupted meal period of one hour. 9.1(3)

- **Emergency Annual Leave:** Employees no longer charged entire day Annual Leave day or excess Annual Leave time for instances in which they are able to return to work, and do so. 9.2(c)(3)
- **Sick Leave Retained During FMLA:** Sick leave charged during the FMLA period shall not be counted towards the 25 days set forth in 9.3(a)(2), i.e., these 25 “family sick leave” days remain available for the employee’s use before and/or after the FMLA period. 9.3(a)(3)
- **Inclement Weather:** When a court or court-related facility opens two and one half (2½) hours or more after its regular opening time or closes two and one half (2½) hours or less after its regular opening time because of inclement weather, employees who do not report to work shall only be required to charge their annual leave for the amount of time their court or court-related facility was open. The balance of the employee’s shift shall be excused. (9.5)(g)(1)
- **Holidays:** Adds Juneteenth as thirteenth paid holiday, i.e. paid day off. 9.9
- **Early Release:** If workspace is 60 degrees or less at 9:00 a.m. and not more than 60 degrees by noon, early release by 1:00 pm. If workspace is 80 degrees or more at 9:00 a.m. and not less than 80 degrees by noon, early release by 1:00 p.m. 9.16
- **Professional and Educational Conferences:** virtual attendance allowed at excused professional and educational conferences. 9.1

#### **Article 13 Disciplinary Procedure**

- Increases appeal days from eight (8) to ten (10). 13.2

#### **Article 25 Benefits Fund**

- Increases the State’s pro-rata annual contribution to the Union’s benefits fund, which will enable the continuation of member benefits.

#### **Article 30 Flexible Spending Program**

- No longer a pilot, but rather shall continue to exist for the duration of the CBA.
- A side letter allows for participation in Executive Branch’s Adoption Allowance Account Program, and commits OCA to exploring offering other Executive Branch pre-tax programs as well.

#### **New Side Letter: Annual Leave/Compensatory Time Exchange Program:**

- In January 2023 employees may exchange from two (2) up to 10 days of accrued annual leave or comp time in exchange for cash and from two (2) up to five (5) days of AL or comp in exchange for cash in August of 2023, 2024 and 2025. Payments to be made within two months of opting in. Cash based on employee’s daily rate at the time payment is made.

#### **Side Letter: “Me Too” Economic Reopener language**

- If any other court union is given a wage increase or bonus or other comparable economic benefit that is greater than what is in this contract for the same term, Local 1070 members retain their right to reopen negotiations over that part of the contract.

#### **Side Letter: Court Recess**

- Court recess training will continue with state-provided funds for Local 1070 members, with two (2) days to attend union-sponsored professional training for all members in office clerical, court interpreter, and court reporting titles.

#### **Side Letter: Grandfathered Benefit- Payment of Accruals upon Separation from Service**

- Updated the list of members eligible for payment of accruals upon separation from service.

#### **Side Letter: Grandfathered Benefit- Direct Deposit**

- Updated the list of members eligible opting out of direct deposit.

#### **Side letter: Labor Management Committee**

- Requires a labor/management committee to address Court Reporters, Court Interpreters, Classification, Health and Safety, and Sick Leave Bank – Qualifying Events. Another side letter requires the parties to meet in labor/management committee to discuss raising the cap on accrued leave used to pay for health insurance in retirement.