

COLLECTIVE BARGAINING AGREEMENT

between

**THE COURT ADMINISTRATOR
of
THE TRIAL COURT OF MASSACHUSETTS (EMPLOYER)**

and

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 6, AFL-CIO (UNION)**

(Clerical Unit)

Effective July 1, 2014 – Expiring June 30, 2017



Local 6

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PREAMBLE

The parties acknowledge that the Court Reorganization Act (St. 2011, c. 93) authorizes a new position of Court Administrator to serve as the administrative head of the Trial Court and acknowledge that the Court Administrator will undertake a number of initiatives to improve the administration of the Trial Court during the term of this Agreement. The parties agree to work together on these initiatives and to bargain in good faith pursuant to Mass. Gen. Laws. ch. 150E.

ARTICLE I - RECOGNITION

Section 1.01 The Court Administrator of The Trial Court of Massachusetts (Employer) recognizes the Office and Professional Employees International Union, AFL-CIO, Local 6 (Union) as the exclusive collective bargaining representative of all full-time and regular part-time non-professional staff and clerical employees but excluding managerial, confidential, temporary and casual employees as determined by Mass. Gen. Laws ch. 150E.

ARTICLE II - DEFINITIONS

Section 2.01 The term immediate manager as used in this Agreement shall be applied as follows depending on the Division within the Department in which an employee is assigned.

A. Supreme Judicial Court

Executive Director of the Supreme Judicial Court
Clerk for the Supreme Judicial Court of the Commonwealth
Clerk for the Supreme Judicial Court for Suffolk County

B. Appeals Court

Associate Justices
Court Administrator of the Appeals Court
Clerk of Court

C. Superior Court

Regional Justices
Clerks of Court
Deputy Court Administrator

D. Land Court

Associate Justices
Deputy Court Administrator
Recorder

E. Probate and Family Court

First Justices
Registers of Probate
Deputy Court Administrator

F. Housing Court

First Justices
Associate Justices
Clerk-Magistrates
Deputy Court Administrator
Chief Housing Specialist

G. District Court

First Justices
Clerk-Magistrates
Deputy Court Administrator

H. Boston Municipal Court

Associate Justices
Clerk-Magistrates
Deputy Court Administrator

I. Juvenile Court

First Justices
Associate Justices
Clerk-Magistrates
Deputy Court Administrator

J. Office of the Commissioner of Probation

Deputy Commissioners
Supervisors of Probation
Superior Court Supervisor of Probation Services
Chief Probation Officers of Superior, Probate and Family, District, Juvenile, and the Boston Municipal Courts

K. Office of Court Management (formerly the Administrative Office of the Trial Court)

All Department Managers

L. **Court Facilities**

Director
Assistant Director

M. **Office of Community Corrections**

Director

N. **Electronic Monitoring Operation**

Statewide Manager

Section 2.02 The term “grieved manager” as used in this Agreement is the immediate manager whose specific decision is the subject of a grievance under Article V.

ARTICLE III - UNION DUES AND AGENCY SERVICE FEES

Section 3.01 The Union shall have the exclusive right to the check off and transmittal of Union dues on behalf of each employee.

Section 3.02 Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning 30 days following the commencement of his or her employment or the execution of this Agreement, whichever is later, a service fee to the Union in an amount equal to the amount required to become a member and remain a member in good standing of the Union.

Section 3.03 An employee may consent in writing to the authorization of the deduction of Union dues or an agency service fee on a bi-weekly basis from his or her wages and to the designation of the Union as the recipient thereof. The Employer agrees to deduct Union dues or a service fee from an employee’s earned wages and to transmit such name and deduction to the Secretary-Treasurer of the Union, as designated by the Union in writing to the Employer, provided:

- A. The Employer is in receipt of written authorization by the employee to make the deduction of Union dues or a service fee on a bi-weekly basis from his or her wages and to the designation of the Union as the recipient thereof.
- B. The State Treasurer is satisfied, by such evidence that he or she may require, that the Secretary-Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his or her duties in a sum and with surety or securities as are satisfactory to the State Treasurer.

An employee may withdraw his or her authorization for deduction of Union dues or agency service fee by giving at least 60 days' notice in writing to the Employer with a copy to the Secretary-Treasurer of the Union.

Section 3.04 The Union shall indemnify the Employer, its authorized agents and the Commonwealth for any and all liabilities or damages incurred in complying with this Article. The Union shall defend any administrative or court litigation concerning the implementation of this Article, including termination of an employee for nonpayment of dues or agency service fee, and the Employer shall have no obligation to defend such termination.

Section 3.05 The Union shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Employer shall have no obligation to defend the termination.

Section 3.06 Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.

Section 3.07 An employee may voluntarily consent in writing to the authorization of the bi-weekly deduction from wages for the Union Voluntary Contribution Fund (Fund) in an amount specified by the employee and to the designation of the Union as the recipient thereof. The Employer agrees to deduct the amount for the Fund from an employee's earned wages and to transmit such name and deduction to the Secretary-Treasurer of the Union, as designated by the Union in writing to the Employer provided:

1. The Employer is in receipt of the written authorization by the employee to make the deduction for the Fund on a bi-weekly basis from his or her wages and to the designation of the Union as the recipient thereof.
2. An employee may withdraw his or her authorization for deduction for the Fund by giving at least 60 days' notice in writing to the Employer with a copy to the Secretary-Treasurer of the Union.
3. That the Union be in compliance with Section 3.03 (B.), 3.04, 3.05 and 3.06 herein.

ARTICLE IV - BULLETIN BOARDS

Section 4.01 The Employer shall provide the Union with space on a bulletin board designated for the purpose of posting notices regarding matters of official Union business and job postings for positions covered by this Agreement. The notices may remain posted for a reasonable period of time. Such designated bulletin boards shall be reasonably accessible to employees.

ARTICLE V - GRIEVANCE PROCEDURE

Section 5.01 A grievance for purposes of this Article is a written dispute concerning the application or interpretation of the terms of this Agreement.

Section 5.02 All grievances under this Article shall be in writing, signed by the aggrieved employee(s) and/or the Union on a form agreed upon by the Union and the Employer, which shall include the date the grievance is filed, statement of grievance and remedy sought, and identification of Article(s) of this Agreement alleged to have been violated.

Section 5.03 A matter brought by an employee in a lawsuit or complaint before an administrative agency shall not also be the subject of a grievance under this Article.

Section 5.04 Grievances under this Article shall be handled as follows:

Step 1 - The aggrieved employee(s) and/or the Union representative shall submit the grievance in writing to the aggrieved employee's immediate manager or the grievance manager not later than 20 workdays after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was reasonable basis for knowledge of the occurrence.

The immediate manager or grievance manager shall hold a meeting within 10 workdays of the date the written grievance was received by the manager at this **Step**.

Step 2 - In the event that the matter is not resolved at **Step 1**, the aggrieved employee(s) and/or the Union representative shall submit the written grievance form to the Chief Justice or the Commissioner of Probation in the case of probation personnel, the Director of the Department, or designee, as applicable, not later than 10 workdays after the date the **Step 1** decision was received in the Union office.

The Chief Justice or the Commissioner of Probation in the case of probation personnel, the Director of the Department, or designee must hold a meeting within 10 workdays of the date the written grievance was received by the Chief Justice or the Commissioner of Probation in the case of probation personnel, Director of the Department, or designee at this **Step**.

Step 3 - In the event the matter is not resolved at **Step 2**, the aggrieved employee(s) and/or the Union representative shall submit the written grievance to the Director of Human Resources within 10 workdays after the date the **Step 2** decision was received at the Union office. The Director of Human Resources or designee shall hold a meeting with the authorized Union representative within 15 workdays following the date the written grievance was received at this **Step**.

Step 4 - If the grievance has not been settled at **Step 3**, it may be submitted to arbitration in the following manner: Within 20 workdays after receiving the **Step 3** response at the Union office, the Union, and not the aggrieved employee(s), shall provide written notice to the other party requesting arbitration to the American Arbitration Association or an alternative forum as agreed to by the parties. The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement, or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with Mass. Gen. Laws chs. 150C and 150E.

Section 5.05 All fees and expenses of the arbitrator shall be shared equally by the parties. Each side shall pay the cost of preparation and presentation of its own case.

Section 5.06 Only the authorized Union representative or Union counsel may appear for and represent the grievant and/or the Union at each **Step** of the grievance procedure under this Article. Either party may bring, or request the presence of, a fact witness at a grievance meeting for the purpose of providing relevant factual evidence and neither party shall unreasonably object to the presence of such witnesses. In the event of a dispute as to the presence of such witnesses, the Union Representative and the Director of Human Resources or his or her designee shall consult in order to resolve any issues surrounding such participation.

Section 5.07 The individual representing the Employer at each **Step** meeting shall record a written decision on the approved grievance form. He or she shall forward the original grievance form to the Union office, with a copy to the aggrieved employee(s) and the Director of Human Resources within 10 workdays of the **Step** hearing.

Any **Step** or **Steps** in the grievance procedure, as well as time limits prescribed at each **Step** of the grievance procedure, may be waived by mutual agreement of the parties.

Meeting dates will be agreed upon by all parties.

If the Union fails to exhaust remedies under this procedure or to abide by the time limits with respect to each **Step**, the grievance shall be deemed abandoned. If any responses are not received within the prescribed time limits, the Union may move the grievance to the next **Step** of the grievance procedure.

Section 5.08 The Employer agrees to compensate an employee and/or an employee Union representative presenting a grievance for reasonable time required to be spent on their own shifts during regular work hours in investigating or presenting grievances pursuant to **Steps 1, 2, 3** and **4** at their regular base rate of pay not including overtime. Time required to investigate or present a grievance shall not be unreasonably denied. The Employer will not pay Union representatives or employees for time spent in connection with grievances on shifts other than their own or outside of their regular working hours.

Section 5.09 In the event an employee is discharged and elects to file a written grievance pursuant to this Article, such grievance shall be submitted directly to **Step 3** of the grievance procedure herein as the initial **Step** of the procedure.

Section 5.10 The Union and the Employer also jointly acknowledge the statutory right of an employee under Mass. Gen. Laws ch. 150E, section 5, to present a grievance directly to the Employer and to have such grievance heard without the intervention of the Union, as long as any adjustment made is not contrary to the provisions of this Agreement, and the Union is afforded the opportunity to be present at any meeting or conference to discuss the grievance. The employee will notify the Union prior to the date of any meeting or conference. The provisions of this Article do not otherwise apply to a grievance presented under Mass. Gen. Laws ch. 150E, section 5.

ARTICLE VI - HOLIDAYS

Section 6.01 The following days shall be holidays for employees as defined in Mass. Gen. Laws ch. 4, section 7:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 6.02 All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the Employer.

Section 6.03 To qualify for holiday pay, an employee must "actually work" his or her last regularly scheduled workday preceding the holiday and the first regularly scheduled workday following the holiday. Time "actually worked" for purposes of this Section only, shall be deemed to include paid leaves of absences as authorized pursuant to this Agreement, subject to the approval of his or her immediate manager.

An absence without pay approved by the employee's immediate manager or an absence without the authorization of the employee's immediate manager on the last regularly scheduled workday preceding a holiday or on the first regularly scheduled workday following

the holiday shall not count as time actually worked for purposes of this Section.

Section 6.04 When a holiday occurs on a day that is not an employee's regular workday, he or she shall be entitled to one alternate day off with pay within 12 months following the holiday, to be taken at a time approved by his or her immediate manager.

Section 6.05 An employee who is granted sick leave for a holiday on which he or she is scheduled to work shall not receive an alternate day off for that holiday.

Section 6.06 An employee required to work on a holiday shall receive an alternate day off with pay within 12 months following the holiday at a time approved by his or her immediate manager.

Section 6.07 PRO-RATED HOLIDAYS FOR PART-TIME EMPLOYEES. Part-time employees will earn holiday pay in the same proportion that their service bears to full-time service. Part-time employees who are scheduled but not required to work on a holiday and would receive less in holiday pay than in regular pay for the hours they were regularly scheduled to work may use other available leave time, or upon the request of the employee and with the approval of the immediate manager, may make up the difference in hours that same workweek. When a holiday occurs on a day that is not an employee's regular workday, he or she shall receive a pro-rata amount of compensatory time off with pay within 12 months following the holiday to be taken at a time approved by his or her immediate manager.

An employee who is on leave without pay or absent without pay for that part of his or her scheduled workday immediately preceding or immediately following a holiday that occurs on a regularly scheduled workday for which the employee is not required to work shall not receive holiday pay for the holiday.

ARTICLE VII - VACATION

Section 7.01 A full-time employee who has successfully completed the probationary period (Article IX herein) will be entitled to vacation during the term of this Agreement as follows:

- A. For employees hired prior to July 1, 2012:
 - 1. Less than 4 years and 6 months of employment, at the rate of 2.885 hours for each bi-weekly pay period of service, but not exceeding 75 hours (10 days) per year.
 - 2. At 4 years and 6 months but less than 9 years and 6 months of employment, at the rate of 4.327 hours for each bi-weekly pay period of service, but not exceeding 112.5 hours (15 days) per year.
 - 3. At 9 years and 6 months but less than 17 years and 6 months of employment, at the rate of 5.769 hours for each bi-weekly pay period of service, but not exceeding 150 hours (20 days) per year.

4. At 17 years and 6 months of employment, at the rate of 7.211 hours for each bi-weekly pay period of service, but not exceeding 187.5 hours (25 days) per year.
- B. For employees hired on or after July 1, 2012:
1. Less than 4 years and 6 months of employment, at the rate of 2.885 hours for each bi-weekly pay period of service, but not exceeding 75 hours (10 days) per year.
 2. At 4 years and 6 months but less than 9 years and 6 months of employment, at the rate of 4.327 hours for each bi-weekly pay period of service, but not exceeding 112.5 hours (15 days) per year.
 3. At 9 years and 6 months but less than 19 years and 6 months of employment, at the rate of 5.769 hours for each bi-weekly pay period of service, but not exceeding 150 hours (20 days) per year.
 4. At 19 years and 6 months of employment, at the rate of 7.211 hours for each bi-weekly pay period of service, but not exceeding 187.5 hours (25 days) per year.
- C. An employee's date of hire shall be used to determine his or her entitlement to vacation as follows:
1. The official recorded date of hire by a county for those county employees who have become State employees on the effective date of Chapter 478 of the Acts of 1978; or
 2. The date of hire by the Judiciary; or
 3. The official recorded date of hire into State service, whichever date is earlier, provided there has not been any break in employment of 5 years or more. (Periods of employment preceding a break in employment of 5 years or more shall not count for purposes of determining vacation entitlement of an employee).
- D. An employee hired from a State agency with no break in service and whose vacation leave was recorded in HR/CMS may transfer his/her accrued and unused vacation leave subject to the maximum accrual provision in Section 7.06.

Section 7.02 An employee hired prior to July 1, 1981 who has elected to receive the amount of vacation in accordance with the vacation policy in effect and applicable to him or her in Fiscal Year 1981 may subsequently elect to be covered by Section 7.01 to be effective at the beginning

of a fiscal year. An employee shall submit such election in writing to his or her immediate manager, with a copy to the Human Resources Department no later than 60 days prior to July 1 in the fiscal year before said change to Section 7.01 is to be effective. In the case of probation personnel, an additional copy of such election shall be submitted to the Office of the Commissioner of Probation. Once an employee is covered or elects to be covered by Section 7.01, he or she cannot change to any other vacation policy. An employee hired on or after July 1, 1981 shall be covered by Section 7.01.

Section 7.03 Employees hired after the first of the month shall receive vacation credit on a pro-rata basis.

Section 7.04 Vacation accrual shall be credited at the end of each pay period and shall be reduced on a pro-rata basis for any time on leave without pay during the pay period unless otherwise specified in this Agreement.

Section 7.05 A regular part-time employee will accrue vacation in the same proportion that his or her part-time regularly scheduled workweek bears to the regularly scheduled workweek of a full-time employee, and subject to the provisions of this Article.

Section 7.06 Vacations may be scheduled and taken throughout the year at the time requested by employees insofar as practicable depending on the operational needs of the Court. The immediate manager is vested with the right to make the ultimate determination as to when vacations will be scheduled and taken. An employee shall submit requests for vacation time off for periods of one week or more in writing to the immediate manager. The immediate manager will respond to written requests in writing and in a timely manner following receipt of requests. Requests for vacation time off shall not be unreasonably denied.

Vacation time taken will not exceed the amount of unused credited vacation accrued to an employee. Employees may use vacation leave in one-half (1/2) hour increments with the approval of the immediate manager.

Vacation may accrue only to the maximum earned in a 2-year period of employment.

When a holiday (as contained in Article VI) falls during an employee's vacation period, the employee will receive one additional paid vacation day.

Section 7.07 Employees eligible for vacation, who are separated from employment, shall receive vacation pay in lieu of time off for accrued, credited vacation as determined by this Article. Vacation time shall be credited on a pro-rata basis for the month in which separation occurs.

Section 7.08 Employees, in pursuance of their faith, wishing to take time off for religious observances on days other than holidays set forth in Article VI of this Agreement, may take earned and unused vacation time upon at least five days prior written notice to their immediate

manager.

Section 7.09 Only authorized and approved absences with pay will count as continuous, full-time credited service for purposes of determining accrued, credited vacation, as provided for in Section 7.01, upon an employee's return to work, unless specified otherwise in this Agreement.

ARTICLE VIII - UNION REPRESENTATION

Section 8.01 Within 60 days after this Agreement is signed, the Union will furnish the Employer with a complete list of names of individuals, including stewards designated to represent employees, specifying the jurisdiction and location of each named individual, and shall thereafter keep such list current.

Section 8.02 Except as otherwise provided herein, Employer representatives shall deal exclusively with the Union designated individuals as per Section 8.01 in the processing of grievances or any other aspect of contract administration.

Section 8.03 UNION ACCESS TO PREMISES. Union representatives shall be permitted to have access to the premises of the Employer for the purpose of discussing official Union business, including grievances, provided that (1) there is no disruption of operations or security, (2) whenever possible, requests for such access will be made in advance to the appropriate authority and will not be unreasonably denied, and (3) they give notice of their presence to the immediate manager immediately upon arrival.

Upon request to the appropriate authority, the Union may have reasonable use of the Employer's facilities during nonworking hours for Union meetings subject to appropriate compensation if required by law.

Section 8.04 UNION REPRESENTATIVES. Union representatives, including stewards, shall obtain prior permission from their immediate manager to leave their work assignments in order to properly and expeditiously carry out their duties in connection with this Agreement, and such permission will not be unreasonably denied. Before contacting an employee, the Union representative will first obtain permission to see the employee from the employee's immediate manager, and such permission will not be unreasonably denied.

All Union representatives shall investigate grievances and conduct other necessary official Union business at a time when employees involved are not working overtime hours.

Upon completion of such duties, Union representatives, including stewards, will report back to their immediate manager and return to their job and will suffer no loss of pay or other benefits as a result thereof.

Section 8.05 UNPAID UNION LEAVE OF ABSENCE. Upon written request by the Union, up to a maximum of four employees may be granted a leave of absence without pay to perform

full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the written request of the Union. Written requests for leave or extensions thereof shall be submitted by the Union to the Director of Human Resources no less than 30 calendar days prior to the commencement date of the leave. The advance written approval of the Director of Human Resources is required for all such leaves of absence or the extensions thereof. Approved requests will be granted by the immediate manager provided there is no adverse effect on the operation of the department resulting therefrom. The disapproval of a request for leave or an extension thereof shall not be a subject for arbitration under the provisions of Article V as contained in this Agreement.

Section 8.06 ORIENTATION. A Union representative as determined under Section 8.01 will be allowed up to one hour to meet with newly hired employees to discuss the Union. Such meetings will be conducted during the first 30 days of employment and done on a group basis where there is more than one newly hired employee. The provisions of Sections 8.03 and 8.04 shall apply when a Union representative wishes to meet with newly hired employees.

Section 8.07 UNION LEAVE OF ABSENCE. Leaves of absence without loss of wages, benefits, or other privileges to attend meetings, conventions, and executive board meetings of the local, city, state, regional and parent organizations may be granted to the Union officers, stewards and elected delegates of the Union. Requests for aforesaid leave shall be submitted in writing by the Union at least 30 days prior to the commencement date of the leave and requires the prior written approval of the Director of Human Resources.

Time off without loss of wages, benefits or other privileges shall be requested by the Union in writing to and may be granted by the Director of Human Resources to Union negotiating committee members for the attendance at negotiations and related Union caucuses.

Section 8.08 ATTENDANCE AT HEARINGS. Representatives and officers of the Union may be granted leaves of absence without loss of pay to attend hearings before the Legislature and State agencies concerning matters of importance to the Union. Such leaves will require prior approval of the Director of Human Resources.

Section 8.09 EMPLOYER PROVISION FOR INFORMATION. The Employer will provide the Union with the following information within 90 days after the date this Agreement is signed and every three months thereafter:

- A. A list of all new employees with date of hire and classification (within the Plan as per Article X).
- B. A list of all employees who have had a change in classification, their new classification and effective date.
- C. A list of employees who have terminated.

- D. A list of employees who have transferred.
- E. A list of employees by name, payroll agency number, position title and employee level.

Section 8.10 All disciplinary action undertaken by management involving a member of the Union shall be conducted in private and in such a manner as to respect and preserve individual dignity.

It shall be the responsibility of management to inform individual employees directly and privately of alleged failures to perform their work properly, or to conduct themselves in proper fashion, so that necessary changes or corrections may be made by the Employer in a constructive and private manner.

Section 8.11 An employee, at his or her request, must be allowed an official representative of the Union to be present at any investigatory interview, conference, or hearing which may reasonably be expected to result in disciplinary action.

ARTICLE IX - PROBATIONARY PERIOD

Section 9.01 The Employer shall have 180 consecutive calendar days from the commencement of permanent employment within the bargaining unit, or from the date of permanent promotion, within which to determine the employee's competency to perform and satisfy all the requirements of the position. Newly hired employees may be subject to a three month (mid-point) evaluation. Time not actually worked (including but not limited to vacation, sick, or personal time but not comp. time) shall not count toward satisfying the 180-day probationary period.

Section 9.02 Newly hired employees whose performance is deemed unsatisfactory at the sole discretion of the appointing authority during the probationary period will be terminated prior to the expiration of said period and such action is without right of appeal or subject to the grievance procedure or seniority provisions of this Agreement.

Newly hired employees, while in the probationary period, shall be eligible to take vacation at the discretion of the immediate manager. The probationary period, upon its completion, shall count in determining eligibility for benefits. A probationary period will be deemed satisfactorily completed unless the employee's services have been terminated by his or her appointing authority before the completion of the probationary period of 180 consecutive calendar days.

Section 9.03 A promoted employee whose performance is deemed unsatisfactory at the sole discretion of his or her appointing authority during the probationary period shall be returned to the position from which he or she was promoted or offered a similar position as that from which he or she was promoted. Such action is without right of appeal or subject to the grievance procedure or seniority provisions in this Agreement.

Section 9.04 The previous Sections of this Article do not apply to employees whose employment or appointment status is other than permanent.

Section 9.05 The probationary period for employees whose employment or appointment status is other than permanent shall be the length of time they are serving in a temporary or acting capacity, but not less than 180 consecutive calendar days. Newly hired employees may be terminated while serving in a temporary capacity at the sole discretion of the appointing authority, and such action is without right of appeal or subject to the grievance procedure or seniority provisions of this Agreement. Newly hired temporary employees, during their 180-day probationary period, shall be eligible to take vacation, at the discretion of the immediate manager. The probationary period for newly hired employees as described in this Section will count for purposes of determining eligibility for applicable benefits, and step rate increases in accordance with the provisions of Article X herein.

Employees in an acting capacity shall be returned to their former permanent position either upon completion of such assignment or at a time determined at the discretion of the appointing authority and such action is without right of appeal or subject to the grievance procedure in this Agreement.

Section 9.06 A temporary employee who is hired into a permanent position shall have his or her time in the temporary position count toward the requirements of the probationary period in the permanent position, with the understanding that the appointing authority can extend the probationary period in the permanent position with the agreement of the Union representative and the employee pursuant to Section 9.05.

ARTICLE X - COMPENSATION

Section 10.01 The duties, responsibilities and qualifications (requirements) for each position shall be determined solely by the Employer. The assignment of such positions to a level within the Personnel Classification and Compensation Plan (Plan) for The Trial Court will be made solely by the Employer. The requirements of positions and levels assigned to positions within the Plan shall not be the subject of an arbitration under Article V herein.

Section 10.01(A) The parties agree to amend the salary schedules as follows:

- 1.5% effective first full pay period in July 2014
- 1.5% effective first full pay period in January 2015
- 1.5% effective first full pay period in July 2015
- 1.5% effective first full pay period in January 2016
- 1.5% effective first full pay period in July 2016
- 1.5% effective first full pay period in January 2017

The parties agree that if the Fiscal Year 2014 Budget for the Trial Court is insufficient to maintain court operations that they will meet to discuss ways to address the

funding shortfall.

The parties agree that any salary increases and retroactive payments will be paid only to those employees considered “active” as of the effective date of the execution of this contract.

Section 10.02 An employee will advance to the next higher salary step in his or her level after each 12 months of creditable service in a step until the maximum Step 8 salary rate is reached unless said increase is denied by the immediate manager. A step rate increase will become effective on the employee’s 12 month anniversary date. Time off the payroll such as leaves of absence without pay is not creditable service for the purpose of step rate increases unless such unpaid leave is for worker’s compensation (pursuant to Section 13.11), maternity leave, medical leave or FMLA Leave (pursuant to Section 13.02(A)) or military leave (pursuant to Section 13.04).

In the event an employee is denied a step rate increase, he or she shall be given a written statement of the reasons therefore not later than five workdays preceding the date when the increase would otherwise have taken effect.

Section 10.03 When an employee is promoted or reclassified to a higher level, the employee’s new salary shall be computed as follows:

1. The increment between the employee’s present step and the next higher step (in the case of Step 8, the increment between Step 7 and Step 8) shall be added to the employee’s present salary;
2. The employee shall be placed in the new salary schedule at the step that is closest to but greater than the adjusted salary calculated in Subsection 1, above.

ARTICLE XI - PROMOTION

Section 11.01 The Employer recognizes the benefits to be gained by encouraging employees to develop plans for advancing their careers and making the fullest possible use of the skills and potential of present employees as well as to provide employees with opportunities to advance. Therefore, when the qualifications of the applicants, defined as training, skill, ability, experience and other relevant factors are considered relatively equal by the Employer, employees who make application having the most seniority, as defined in Article XIX, will be given preference for promotion to positions covered by this Agreement.

Section 11.02 For purposes of this Article, a promotion is defined as an open, funded position to be filled having a higher level and salary range as classified in the Personnel Classification and Compensation Plan (Article X) than the level and salary range in which an employee applicant is classified.

ARTICLE XII - TRAVEL AND MISCELLANEOUS

Section 12.01 When an employee is authorized by his or her immediate manager to use his or her private automobile on official business of the Court, he or she will be reimbursed at the generally accepted rate as established by state regulation for executive branch travel reimbursement. Exact toll costs and parking costs (not to include parking tickets) shall be paid when essential, and not a normal expense to the employee for the execution of official business, upon submission of a paid receipt. The mileage reimbursement rate may be changed during the terms of this Agreement by the mutual agreement of the parties.

Section 12.02 Use of public transportation is encouraged whenever possible. Exact cost of fare will be reimbursed to the employee.

Section 12.03 Employees shall not be reimbursed for commuting between their home and office or other regular work locations.

Section 12.04 Employees assigned temporarily to work at a location other than their regularly assigned work location will be reimbursed at the mileage reimbursement rate in effect per Section 12.01 when using their personal vehicle to commute to and from the temporary work location as follows:

- A. An employee who is authorized to travel in his or her personal vehicle from his or her home to a temporary assignment rather than to his or her regularly assigned office shall be allowed transportation expenses for the distance between his or her home and his or her temporary assignment or between his or her regularly assigned office and his or her temporary assignment, whichever is less.
- B. Exact toll costs and parking costs (not to include parking tickets) shall be paid when essential and not a normal expense to the employees at their regularly assigned work location. All requests for reimbursement require the approval of the immediate manager.

Section 12.05 In the event an employee is required by the Employer to attend court sessions for two or more consecutive workdays necessitating travel by boat or air or overnight lodgings, the Employer shall provide said employee with an advance to cover required travel and lodging expenses.

Section 12.06 The Employer and/or designee will request in Fiscal Years 2013 and 2014 funds at the rate of \$25 per full-time employee equivalent to provide in-service training and educational programs for employees. The Employer and/or designee and Union shall meet to plan and schedule aforesaid training programs.

The parties agree to establish an in-service training program for employees in the bargaining unit with the goal of requiring employees to satisfy a 22.5 hour per year requirement beginning in year two of this Agreement. It is understood that such training will be offered

during regular work hours and training requests will not be unreasonably denied. The Trial Court will make reasonable efforts to ensure that such training programs are offered on a regional basis. The parties agree that the Employee Relations Action Committee will assist in the development of such training programs.

It is further agreed that the terms of this Section shall be referred to an appropriate sub-committee for further discussion.

Section 12.07 The immediate manager will forward a copy of each job posting for positions covered by this Agreement to the Union. Said postings will be forwarded to the Union prior to the opening date listed on the posting. The Employer shall advise immediate managers where to display such postings to afford accessibility to prospective applicants.

Section 12.08 A full-time employee who has completed his or her probationary period, as set forth in Article IX, who is enrolled in any State institution of higher education excluding the University of Massachusetts Medical Center shall receive remission of tuition as described herein. Such remission must be approved and authorized in advance by the Board of Higher Education in accordance with the Board's policies and procedures. Participation in educational courses as provided herein shall not in any way interfere with or occur during an employee's regular full-time work schedule as described in Article XVII herein.

1. Remission of full tuition for enrollment in a degree program.
2. Remission of one half the tuition for enrollment in a continuing education program.

For purposes of this Article, a full-time employee is defined as an employee who works 37½ hours per week, excluding meal periods and whose full-time employment is expected to continue for 12 consecutive months or more.

Admission to courses and the remission or denial of remission of tuition shall be determined solely by and in the discretion of the Board. Any dispute or claim of benefit(s) arising directly or indirectly on the provisions of this Article shall not be the subject of the grievance or arbitration procedure as contained in Article V of this Agreement.

Section 12.09 All employees who work less than full-time shall receive benefits on a pro-rata basis unless said benefits are specifically limited by law or this Agreement to full-time employees.

Section 12.10 The parties agree to apply the provisions of their Memorandum of Agreement dated November 22, 1991, as amended May 5, 1992, to employees formerly employed by any County government who are accreted into this bargaining unit through legislation transferring those employees to the Trial Court.

Section 12.11 Human Resources/Compensation Management System (HR/CMS):

All employees covered by this Agreement shall be paid on a bi-weekly basis pursuant to HR/CMS.

Salary payments shall be electronically forwarded by the Employer directly to a bank account or accounts selected by the employee for receipt.

The Employer and the Union will establish a Joint Labor-Management Committee as necessary to discuss any issues of impact to the bargaining unit arising from any changes to HR/CMS including the impact of SSTA.

The parties agree to eliminate paper pay advice/stubs.

Section 12.12 Arrests and Orders

All employees are required to report any arrest and the issuance of 209A, 258E, and supported 51A orders against them to their immediate manager.

ARTICLE XIII - LEAVE OF ABSENCE

Section 13.01 PERSONAL LEAVE. A personal leave of absence, with or without pay, may be granted by the immediate manager with the approval of the Departmental Chief Justice or the Commissioner of Probation in the case of probation personnel, the Chief Justice of the Supreme Judicial Court or the Appeals Court (for employees of those Courts) and the Chief Justice for Administration and Management (Court Administrator effective July 1, 2012) for a period not to exceed two months or as extended in accordance with Section 13.09. A leave of absence without pay may be granted for any reasonable purpose including, but not limited to, educational semesters or personal matters, such as extended illness, or to care for or to arrange for care of a family member as defined in Section 13.05, or as specifically authorized elsewhere in this Agreement. Such leave of absence will not be unreasonably denied but may be denied based on the operational needs of a court. Employees requesting new personal leaves under the terms of this Agreement have no guarantee to return to their prior court if the leave is approved. This provision shall not apply to current employees during the period of their existing leave if that leave was in effect as of July 1, 2014 but will apply should an extension or new leave be granted.

Section 13.02 MATERNITY LEAVE. Unpaid maternity leave shall be granted in accordance with the provisions of Mass. Gen. Laws ch. 149, section 105D. For convenience, the applicable provisions of aforesaid statute are contained in Appendix D herein and are subject to change as Mass. Gen. Laws ch. 149 section 105D is amended. Also, if an employee has earned, accrued sick leave or vacation credits at the commencement of her maternity leave, she may use such leave credits for which she is eligible pursuant to the provisions of Article VII Vacation and Article XIII, Section 13.07, as contained herein. An employee shall be presumed to be incapacitated by the birth of a child for a minimum of six weeks following such birth and may, upon request, use her accrued sick leave up to that date without providing specific medical documentation of incapacity.

Section 13.02(A) LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA LEAVE).

- A. An employee who has completed 12 months of employment and has worked at least 1250 hours in the previous 12-month period is entitled to 12 weeks of unpaid leave for the following reasons:
1. For the birth of a child or to care for such child;
 2. For the placement of a child with the employee for adoption or foster care;
 3. To care for a spouse, child, or parent with a serious health condition; or
 4. For the employee's own serious health condition.

During family leave taken in conjunction with the birth, adoption or placement of a child, an employee shall receive his/her salary for ten (10) days of said leave, at a time requested by the employee. The ten (10) days of paid family leave shall count towards the 12 weeks of FMLA leave and may be used on an intermittent basis over the twelve (12) months following the birth or adoption, except that this leave may not be charged in increments of less than one (1) day.

- B. An employee's entitlement to 12 weeks of FMLA leave shall be calculated by measuring backward from the date an employee uses any FMLA leave. An employee may only receive 12 weeks of FMLA leave in any such calculated 12-month period. In the event that the employee has a spouse employed by the Trial Court, the employee and spouse are jointly entitled to a combined total of 12 weeks of FMLA leave for the birth, adoption or placement of a child or to care for a parent with a serious health condition. Each employed spouse is entitled to 12 weeks of FMLA leave for his or her own serious health condition.
- C. An employee requesting leave for any of the eligible reasons may have that leave period designated by the Employer as FMLA leave. The employee need not expressly designate the leave request as FMLA leave. Both paid and unpaid leaves may be designated by the Employer as FMLA leave. Employees must use the U.S. Department of Labor Form when requesting FMLA Leave.
- D. An employee requesting FMLA leave must give the Employer at least 30 days advance notice of leave, to the extent advance notice is practicable. The Employer may require certification on a form provided by the Employer from a doctor or other health care provider concerning the serious health condition. Such certification must be provided by the employee to his or her immediate manager within 15 days from the date it is requested. The Employer may also require the employee to obtain a second opinion from a health care provider designated by the Employer and at the Employer's expense. If the two certifications then differ,

the Employer and employee shall agree on a third health care provider who will provide a final and binding opinion, at the Employer's expense. The Employer may request an update of the certification at any time after 30 days from the initial certification and every 30 days thereafter. The Employer may require the employee to provide certification of his or her fitness to return to work as a condition of restoration to his or her job.

- E. FMLA leave for purposes of the birth, adoption or placement of a child must be completed within 12 months of the birth, adoption or placement and must be taken all at one time, up to the 12-week maximum, except as amended by section (A) above.
- F. FMLA leave for a serious health condition may be taken intermittently or on a reduced time basis only if such a schedule is needed for medical reasons. An employee shall schedule any medical treatment so as to create the minimum disruption for the Employer.
- G. The employee may elect, or the Employer may require, the employee to substitute paid vacation, personal leave or paid sick leave as otherwise provided for in this Agreement, as part or all of the 12- week FMLA leave period, except for the ten days of paid family leave described in Section (A) above.
- H. An employee will be returned to the same or an equivalent position upon return to work after FMLA leave and will retain the right to receive any benefits for which he or she was eligible as of the date of the leave.
- I. The Employer will continue to pay its portion of Group Health and Life Insurance premiums for employees on FMLA leave. An employee on unpaid FMLA leave will be required to submit his or her share of group health and life insurance premiums in a manner as provided by the Group Insurance Commission.

Section 13.03 JURY DUTY (PAID).

- A. Upon presenting a summons for Jury Duty to his or her immediate manager, an employee shall be granted leave with pay for the duration of such service. If the jury adjourns early or the employee is not chosen as one of the jurors, he or she shall come to work.

If jury fees received by the employee amount to more than the employee's regular rate of compensation, he or she may retain such fees and shall turn over the regular rate of compensation, together with a court certificate of service, to his or her immediate manager. If jury fees amount to less than the employee's regular rate of compensation, he or she shall turn over said fees with a court certificate of service to his or her immediate manager.

Expenses reimbursed by the Court for travel, meals, room hire, etc., for jury or witness duty shall be retained by the employee and shall not be considered part of the jury fee.

- B. An employee summoned as a witness in court or before an administrative agency shall be granted court leave with pay upon filing of the appropriate notice of service with his or her immediate manager, except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal government or any private employer and who is summoned on a matter arising from that employment.

All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, room, etc.

- C. No court leave shall be granted when the employee is the defendant, is engaged in personal litigation or is testifying in non-job related litigation.

Section 13.04 **MILITARY LEAVE (PAID OR UNPAID).** A full-time employee who leaves to serve in the armed forces of the United States shall be entitled to a military leave of absence without pay and shall be entitled to the re-employment benefits granted under the Uniformed Services Employment and Re-employment Rights Act, as amended. If the employee does not return to work in the Massachusetts Courts within 90 days after discharge by the military, he or she shall be deemed to have resigned from the Massachusetts Courts.

Any full-time employee of the Massachusetts Courts who is a member of a reserve component of the United States armed forces is entitled to a leave of absence without loss of pay and fringe benefit accumulation on all days during which he or she is ordered to training duty, as distinguished from active duty. This leave of absence may not exceed 34 working days in one calendar year.

An employee shall be entitled during the time of his or her service in the armed forces of the Commonwealth under Mass. Gen. Laws ch. 33, sections 38, 40, 41, 42 or 60 to receive pay therefore without loss of his or her ordinary remuneration as an employee.

Section 13.05 **BEREAVEMENT LEAVE.**

- A. An employee shall be granted a leave of absence with pay to the extent necessary but not in excess of four days upon evidence satisfactory to the immediate manager of the death of:
 - 1. A spouse, domestic partner, child, parent, guardian, grandparent, grandchild, brother, sister, step-parent, or stepchild of employee;

2. A parent, grandparent, brother or sister of employee's spouse or domestic partner; or
 3. A person living in the household of the employee.
- B. An employee shall be granted a leave of absence to the extent necessary but not in excess of one day upon evidence satisfactory to the immediate manager of the death of:
1. A spouse of the employee's brother or sister; or
 2. A spouse of the brother or sister of the employee's spouse.

Section 13.06 PAID PERSONAL LEAVE. Employees on the payroll on January 1 of each calendar year shall receive personal days as follows:

A. Employees who were hired prior to July 1, 2012 shall receive 5 personal days (37.5 hours). Employees who are on an unpaid leave of absence on January 1 receive a pro-rata amount of personal leave upon their return to the payroll.

B. Employees hired on or after July 1, 2012 shall receive 3 personal days (22.5 hours). Employees who are on an unpaid leave of absence on January 1 receive a pro-rata amount of personal leave upon their return to the payroll. Employees hired after that date receive personal days on a pro-rata basis.

C. Employees hired from a State agency with no break in service may transfer any accrued and unused paid personal leave days recorded in HR/CMS.

D. Credited paid personal leave days may be taken in the calendar year in which they are earned and credited, at a time requested by the employee provided such request has the prior approval of the employee's immediate manager. If, under emergency situations, prior approval of the employee's immediate manager is not possible, paid personal leave shall not be unreasonably denied. Any paid personal leave not taken by December 31 in the calendar year it is earned and credited will be forfeited by the employee. Part-time employees will be credited on a pro-rata basis. Employees may use personal leave in one-half (1/2) hour increments with the approval of the immediate manager. Personal leave may be used in conjunction with vacation leave. Newly hired employees who terminate within one year of date of hire who have used credited paid personal days at a rate in excess of 1/4 day per month for each month of service up through the date of termination will be required to pay such excess time back at the time of termination. Depending on an employee's date of hire, five days or three days is the maximum number of personal days an employee may earn and take in one calendar year. Employees shall not be paid for unused personal leave upon retirement or other termination of employment.

Section 13.07 SICK LEAVE.

- A. A full-time employee shall accumulate sick leave with pay credits at the rate of 4.327 hours for each bi-weekly pay period of employment.
- B. A regular part-time employee shall be granted sick leave credits in the same proportion that his or her part-time service bears to full-time service.
- C. Sick leave shall be granted at the discretion of the immediate manager to an employee only under the following conditions:
 - 1. When an employee cannot perform his or her duties because he or she is incapacitated by personal illness or injury;
 - 2. When the spouse, domestic partner, child or parent of either an employee or his or her spouse, or a person living in the immediate household of an employee is seriously ill; the employee may utilize sick leave credits up to a maximum of 15 days (112.5 hours) per calendar year;
 - 3. When through exposure to contagious disease, the presence of the employee at his or her work location would jeopardize the health of others; or
 - 4. When appointments with a doctor or any other health care provider cannot be reasonably scheduled outside of normal working hours for purposes of medical treatment or diagnosis.
- D. Sick leave accrual shall be reduced on a pro-rata basis for any time spent on leave without pay or absent without pay during that month unless otherwise specified in this Agreement.
- E. Upon return to work following a sick leave in excess of five consecutive workdays, or when the immediate manager/Department Head has reason to suspect that an employee is unfit for duty, an employee may be required to provide satisfactory medical evidence of fitness for duty from his/her own physician or may be required to undergo a medical examination by an Employer appointed physician at no cost to the employee, and will be placed on administrative leave with pay pending the results of such examination. If an examination is required, the employee may be represented by a physician of his or her choice. If the evidence or examination reveals that the employee is fit for duty, the employee will be returned to duty without loss of wages or leave. If the evidence or examination reveals that the employee is unfit for duty, the employee's own leave will run from the time of diagnosis.
- F. Sick leave must be charged against unused sick leave credits in units of no less than ½ hour, but in no event may the sick leave credits used be less than the actual

time off.

- G. Any employee having no sick leave credits, who is absent due to illness, may be placed upon request and with the approval of the immediate manager, on credited and unused vacation leave or leave without pay. Such leave shall be charged on the same basis provided in Subsection F of this Article. Such requests shall not be unreasonably denied.
- H. Notification of absences under this Article must be given by the employee, or his or her designee with the approval of the immediate manager, to the employee's immediate manager as early as possible on each day of absence. Such approval of a designee will not be unreasonably denied. The notification of absence must include the general nature of the illness or injury and the estimated period of time for which the employee will be absent. Where circumstances warrant, the immediate manager shall reasonably exclude the employee from such daily notification. If such notification is not made, such absence may, at the discretion of the immediate manager, be applied to absence without pay.

Where the immediate manager has reason to believe that sick leave is being abused, the immediate manager may require the employee to submit satisfactory medical evidence of illness and/or be examined by a physician to be determined by the immediate manager at no expense to the employee. Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor or Dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, unless identified as being of a confidential nature; a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question; and the prognosis for the employee's return to work. In cases where the employee is absent due to a family or household illness or injury, as defined in Section 13.07D(2), satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above indicating that the person in question has been determined to be seriously ill and needing care on the days in question.

A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider, as mentioned above. Failure of the employee to produce such evidence within ten workdays of its request, or to take such physical examination, may result, at the discretion of the immediate manager, in denial of sick leave for the period of absence.

Any inappropriate use of sick leave shall be recorded as unauthorized absence and may result in discipline.

- I. No employee shall be entitled to a leave under the provisions of this Section in excess of the accumulated sick leave credits due such employee.

- J. In extraordinary circumstances, where the immediate manager or designee has sufficient reason to believe that an employee has a mental or physical incapacity rendering him/her unfit to perform his/her job or which jeopardizes workplace safety or stability, the immediate manager or designee may authorize the removal of such employee from the workplace. At this time, the Employer will notify the Union. The employee will be required to undergo a medical examination to determine his/her fitness for work, and will be placed on administrative leave with pay pending the results of such examination. The employee, if he/she so desires, may be examined by a physician of his/her choice, in which case such verification and cost shall be the responsibility of the employee. The Employer reserves the right to obtain either an initial or second opinion from an Employer-designated physician. Such cost shall be borne by the Employer.
- K. In the event there is a conflict between the results of the medical examinations/opinions of an employee's own physician and the physician designated by the Employer, such physicians shall designate a mutually agreed-upon third neutral physician to resolve the conflict. The cost of such examination shall be borne equally by the employee and the Employer.
- L. Employees whose service with the Judiciary is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. However, employees who retire under the provisions of Mass. Gen. Laws ch. 32 or who become deceased while they are an employee of the Judiciary shall be paid 20% of their earned, unused, accrued sick leave, as of the effective date of their retirement or death, at their base salary rate in effect at the time of retirement or death. In the case of a deceased employee, payment will be made to the surviving beneficiary(s) legally designated by the employee under the State's Retirement System, or if there is no such beneficiary(s), to the estate of the deceased employee. It is understood that any such payment will not change the employee's pension benefit.
- Employees must receive their cash-out of sick leave upon retirement, and cash-out is not permitted if an employee defers his or her date of retirement. Employees who wish to donate unused sick leave to the Paid Leave Bank must make that donation prior to the effective date of their termination or retirement.
- M. Sick leave credits earned by an employee following his or her return to work after a leave without pay or absence without pay shall not be retroactively applied to said leave of absence without pay.
- N. The Employer and the Union agree to continue the terms of the Paid Leave Bank.
- O. Incentive Program – Employees who use 3 or fewer sick days (22.5 hours) of this accrued time in a calendar year shall be allowed to choose between receiving one

day of salary or receiving one additional vacation day (7.5 hours) to be used in accordance with Article VII provided they had no time off the payroll during the calendar year.

- P. Employees hired from a State agency with no break in service and whose sick leave was recorded in HR/CMS may transfer their accrued and unused sick leave.

Section 13.08 LEAVE FOR POLITICAL OFFICE. An employee who becomes a candidate for any federal, state, county or municipal elected office, until the election is decided or until he or she ceases to be a candidate, must:

1. Request a leave of absence without pay; or
2. Take accrued vacation time; or
3. Receive prior approval of the Court Administrator to continue employment without taking an unpaid leave of absence.

Requests for a leave of absence shall be made in writing by the employee to his or her immediate manager. If the employee is elected, such leave of absence may be extended until such time as he or she ceases to hold office but may be denied based on the operational needs of a court. Employees requesting new leaves under the terms of this Agreement have no guarantee to return to their prior court if the leave is approved. This provision shall not apply to current employees during the period of their existing leave if that leave was in effect as of July 1, 2014 but will apply should an extension or new leave be granted.

Requests for approval to continue employment without taking a leave of absence shall be made in writing by the employee to the Court Administrator and shall set forth in detail the nature of the political office sought and the duties of the position held by the employee in the Trial Court and shall be accompanied by an opinion from the State Ethics Commission and, if applicable, the Advisory Committee on Ethical Opinions for Clerks of the Courts, concerning the existence of any conflict of interest affecting the employee's action. The Court Administrator will review the request in light of the balancing test set forth in Williams v. Mason, et al., CA 91-30218-F, United States District Court for the District of Massachusetts.

Section 13.09 EXTENSION OF LEAVES. Employees' requests for extension of leaves beyond the time limits as set forth in this Article require the approval of the Court Administrator in consultation with the employees' immediate manager and the Chief Justice.

Section 13.10 Employees who do not return to work upon the expiration of an approved leave shall be considered to have voluntarily resigned.

Section 13.11 WORKER'S COMPENSATION.

- A. Employees absent due to injuries received on the job in the service of the

Employer which are compensable under the Worker's Compensation Act, Mass. Gen. Laws ch. 152, will receive the following benefits for the first 24 months while on such leave:

1. Earned, accrued sick leave as if the employee were regularly employed;
 2. Creditable service for determining the rate of vacation under Section 7.01;
 3. Creditable service for step increase purposes;
 4. Retention of rights to the employee's position.
- B. Leaves of absence beyond 24 months must be requested and approved pursuant to Section 13.09, otherwise employees will be deemed terminated and eligible for a rehire preference in accordance with the Worker's Compensation Act.
- C. Employees using accumulated sick or vacation leave to supplement Worker's Compensation benefits shall not receive pro-rated sick or vacation leave as provided in Sections 13.07 or 7.01 in addition to that provided in A, above.
- D. Employees receiving partial disability payments under the Worker's Compensation Act and working less than a full-time schedule shall also accrue vacation leave on a pro-rata basis as provided in Section 12.09, and shall not be subject to the 24-month limitation on their rights to retain their position.

Section 13.12 SMALL NECESSITIES LEAVE ACT. Employees are eligible to receive up to 24 hours of unpaid leave within a rolling 12 month period measured backward as in Section 13.02A (B) (FMLA provision) to attend to various family obligations under Mass. Gen. Laws ch. 149, section 52D, commonly referred to as the "Small Necessities Leave Act."

Section 13.13 VOTING LEAVE. An employee whose hours of work preclude him/her from voting in a town, city, state, or national election shall upon request be granted a voting leave with pay not to exceed two hours for the sole purpose of voting in the election.

ARTICLE XIV - GROUP INSURANCE

Section 14.01 The Commonwealth shall pay the percentage of the monthly premium rate for the Group Life and Health Insurance Plans for eligible employees as set by statute and the employees shall pay the remaining percentage.

Section 14.02 Statutory changes to Group Life and Health Insurance Plans under Mass. Gen. Laws c. 32A will be implemented on the effective date as set forth in such statutes for employees during the term of this Agreement.

Section 14.03 TRUST AGREEMENT AND PLAN. The parties agree to continue the

Agreement and Declaration of Trust (Trust) providing a Dental and Optical Health Plan (Plan) for employees of this bargaining unit. The Trust shall provide for a Board of Trustees to be composed of three representatives appointed by the Employer and three representatives appointed by the Union. The priorities of the Trust shall be to establish first, dental health coverage, and secondly, optical health coverage depending on the availability of funds. Said Plan shall be available for all bargaining unit employees.

A. Employer Contribution

Effective July 1, 2014, the Employer shall contribute \$19.00 per week of each month for each active employee in the bargaining unit on the first calendar day of each month. Employees on an unpaid leave of absence will be considered active employees for contribution purposes provided their leave of absence is for two months or less.

Effective July 1, 2015, the Employer's contribution shall be increased to \$19.25 per week.

Effective July 1, 2016, the Employer's contribution shall be increased to \$19.50 per week.

The contributions by the Employer shall be made to the Trust within 45 calendar days of the end of each calendar month for which payment is due, in accordance with Article XXIV herein.

The aforesaid contributions made by the Employer shall not be used for any purpose other than to provide dental and optical coverage as set forth in this Section and to include all other costs attendant to operating and administering the aforesaid Trust and Plan.

B. Grievance and Arbitration

No dispute regarding the Trust or the Plan or a claim for any benefits provided or not provided shall be the subject of the grievance or arbitration procedure as contained in Article V of this Agreement.

C. Employer's Liability

The Employer shall not be responsible for any liability (expressed or implied) for any issue arising in any manner connected directly or indirectly with the determination of any benefits provided or not provided under the Trust and the Plan. The Employer's sole obligation shall be to seek appropriations to pay the Employer contributions as set forth above.

D. Should the Trust Agreement, the Plan or this Article be found by any court of

competent jurisdiction to be in contravention of any statute, regulation or other law, or if the Commonwealth of Massachusetts provides for dental or optical coverage by statute, the Trust Agreement shall be invalid, and the Trust shall be dissolved immediately; all unexpended Employer contributions shall be returned to the Employer and the parties agree to discuss alternative uses, for the benefit of employees, of the Employer contributions made under this Article.

ARTICLE XV - PERSONNEL RECORDS

Section 15.01 MANDATORY RECORDS. The immediate manager shall keep personnel records for all employees including attendance, absence, vacation and sick days accumulated and used.

Section 15.02 CONFIDENTIAL PERSONNEL FILES. Personnel files are confidential files. The employee is entitled to see his or her own file at reasonable times, excluding pre-employment material and other material that is confidential or privileged. The employee may show his or her file to anyone upon written authorization to his or her immediate manager. The immediate manager will provide the employee with a copy of any material that has been placed in his or her personnel file pertaining to his or her job performance that may result in disciplinary action. The employee shall be given the opportunity to respond in writing to such material, and such response shall be filed in his or her personnel file.

Every employee is entitled to see and reproduce his or her own personnel file as herein described at any reasonable time. The file shall remain in the custody of the immediate manager or his or her designee at all times.

Section 15.03 VACATION AND SICK LEAVE RECORDS. At any reasonable time, an employee may request and receive information as to the number of sick and vacation days he or she has used and the number of vacation days he or she has to his or her credit.

ARTICLE XVI - MANAGEMENT RIGHTS

Section 16.01 The listing of specific rights of management in this Agreement is not intended to be, nor shall be, restrictive of, or a waiver of, the rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past. Rights vested exclusively in the Employer include, but are not limited to, establishing standards of service and performance of its employees, including establishment of qualifications for ability to perform work; the supervision of employees and of their work; determining the competency of employees; determining its budget, its mission, and the methods, means and personnel necessary to fulfill that mission, including the contracting out, or the discontinuation of services, past work customs and practices, positions or programs in whole or in part; the determination of the content of job classifications; the job classification of employees; the determination and interpretation of job descriptions; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other disciplinary action against its employees for just cause; the relief from duty of its employees because of lack of work or other legitimate

reason; determining the hours, days when and locations where the courts will be in operation; establishing rules and regulations to assure orderly and effective work and work schedules; enforcing existing rules and regulations as it deems appropriate; and taking whatever actions may be deemed necessary to carry out its responsibilities in situations of emergency.

ARTICLE XVII - HOURS AND CONDITIONS OF EMPLOYMENT

Section 17.01 STATEMENT OF PRINCIPLE. The Union and the Employer recognize that the principles of justice cannot be defined in terms of hours, days or weeks and that the orderly administration of justice may require that employees of the Judiciary are to work at times that are irregular and do not fall within the definition of regular workday or workweek.

Section 17.02 The regular workweek of full-time employees is 37½ hours, excluding meal periods, normally consisting of 5 days of 7½ hours per day occurring between the hours of 7 a.m. and 5 p.m. depending upon court hours and the needs of a particular court/department, as determined by the Employer. For purposes of this Article, court hours are defined as those hours when court is in session, as determined by the Justices or the Chief Justice in a particular Court. Nothing in this Article is intended to limit the authority of the Chief Justice in determining court hours, and employees shall work the hours needed or required by the operational needs of a particular Court, providing reasonable prior notice is given.

A. Shift Differential

Any full-time or regular part-time employee working a night shift will receive a night shift differential of \$1.00 per hour for hours actually worked. A night shift is a 7½-hour shift that begins at 2 p.m. or after and ends no later than 10 a.m.

Any full-time or regular part-time employee working day time shifts on a weekend will be paid a shift differential of \$1.00 per hour for all hours actually worked, between the hours of midnight Friday and midnight Sunday. The night shift differential shall also be paid for any hours worked on weekends, as defined above, in addition to the weekend shift differential. This premium is not to be added to an employee's base rate for any overtime calculations.

The immediate manager will establish the hours of a shift and the assignment of an employee to a shift depending on the operational needs of the departmental function. The immediate manager may change the work hours within a shift, cancel a shift or change an employee's hours of work or shift assignment as he or she may from time-to-time determine to be necessary; and shall give the affected employee at least five days notice of such change, except in cases of emergency.

The night shift differential paid is to be included in an employee's base rate for the purpose of calculating overtime/compensatory time.

B. Call-Back Pay

An employee of the Court Facilities Department shall be deemed to have been “called back” only when he or she receives notice of work to be done from his or her manager after he or she has left the Court premises following the completion of his or her regular shift. An employee who is called back and reports for work, completes the work and leaves the premises shall receive 1½ hour’s compensation for each hour actually worked, but not less than four hours pay at his or her regular straight time hourly rate. Employees will receive such pay provided that sufficient funds are budgeted for and are available for that purpose in the budget for the Court Facilities Department. In the event sufficient funds are not budgeted or available for that purpose in the budget for the Court Facilities Department, payment shall be in the form of compensatory time off. The determination of whether or not funds are available shall be made solely by the Employer.

An employee who receives such notice of work to be done before leaving the Court’s premises, but after the close of his or her preceding regular shift, shall be deemed to have worked continuously and is not entitled to call-back pay.

An employee who is notified to report to work before his or her regular starting time and works through his or her shift is not entitled to call-back pay.

C. Call-In Pay

An employee who is called in to work by his or her immediate manager to start work prior to the starting time of his or her regular scheduled shift and continues to work through his or her regularly scheduled shift will be paid at the rate of time and one-half his or her base salary for each hour actually worked prior to the starting time of his or her regularly scheduled shift. Employees will receive such pay provided that sufficient funds are budgeted for and are available for that purpose in the budget for the Court Facilities Department. In the event sufficient funds are not budgeted or available for that purpose in the budget for the Court Facilities Department, payment shall be in the form of compensatory time off. The determination of whether or not funds are available shall be made solely by the Employer. Payment for such hours actually worked as described in this Subsection shall apply as overtime payments due under the provisions of Article XVII and the Fair Labor Standards Act

D. Hand Tool Allowance

An employee in the Court Facilities Department classified in a position of Third Class Stationary Engineer, Steam Fire Engineer, Electrician, Tradesworker or Plumber will receive reimbursement up to a maximum of \$100.00 per fiscal year to assist in maintaining an adequate set of good quality personal hand tools used on the job. An employee shall submit a request for reimbursement and a paid receipt to his or her immediate manager.

Section 17.03 An employee who is subject to the overtime provisions of the Fair Labor Standards Act (FLSA), as amended, will receive compensatory time off in lieu of pay for overtime actually worked after April 15, 1986 as follows:

- A. At the straight time rate (hour-for-hour) for hours actually worked or paid (including paid leaves of absence) in excess of 37½ hours in a workweek but not more than 40 hours in a workweek.
- B. At the rate of time and one-half (1½ hours for 1 hour) for hours actually worked or paid (including paid leaves of absence) in excess of 40 hours in a workweek.

See Section 17.03(A) for provisions governing overtime/compensatory time accrued prior to April 15, 1986.

Overtime hours are all hours actually worked in excess of the number of hours in an employee's regularly scheduled workweek as established by the immediate manager. An employee shall not work overtime unless such overtime is authorized by the immediate manager prior to the overtime being worked. Employee time which is free from duty during such periods of time for lunch, travel to and from work, unpaid leaves of absence and other periods when the employee is free from duty are not considered as hours worked. An authorized rest period (coffee break) shall count as hours worked. Such rest periods shall not be used to affect other time which counts as hours worked.

An employee must have the approval of the immediate manager prior to compensatory time off being taken. An employee will request of his or her immediate manager time off for earned, accumulated compensatory time. An employee will be permitted to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the Court. If the time off as requested by the employee cannot be approved by the immediate manager, or if the employee does not request time off, the immediate manager will designate the dates when such time is to be taken off by the employee. The immediate manager shall see that an employee takes compensatory time off (1) prior to accumulating 75 hours of compensatory time, or (2) within 12 months of when the compensatory time was earned, whichever occurs first.

The immediate manager is responsible to see that overtime is distributed as equitably as practicable consistent with the work to be done within a particular court/departments. However, in no event will the immediate manager authorize overtime work for an employee who has accumulated 75 hours of compensatory time as a result of overtime worked after April 15, 1986.

Compensatory time may be used in one-half (1/2) hour increments with the approval of the immediate manager.

The parties agree to develop a policy that authorizes payment of overtime during

the year to employees who are over the 75 hour cap and who are required and approved by management to work for emergency/special circumstances and that authorizes a limited amount of accrued compensatory time to be paid at the end of each fiscal year based on the availability of funding. Refer to the Employee Relations Action Committee to develop an implementation policy.

When an employee's employment with the Trial Court is terminated, accrued, unused compensatory time will be paid at a rate of compensation of not less than:

- a. The average regular rate received by such employee during the last three years of the employee's employment; or
- b. The final regular rate received by such employee, whichever is higher.

Compensatory time off and/or overtime pay shall not be pyramided or duplicated.

The immediate manager is responsible for the maintenance of records necessary to administer the provisions of this Article and the FLSA.

Section 17.03(A) ACCRUED COMPENSATORY TIME EARNED PRIOR TO APRIL 15, 1986. Accrued compensatory time resulting from overtime work performed prior to April 15, 1986 is not subject to the provisions of the FLSA. Such compensatory time was earned on an "hour-for-hour" basis and remains as such. Said compensatory time shall be administered in accordance with Section 17.03.

The immediate manager is responsible for seeing that:

1. Their employees with compensatory time earned and accrued prior to April 15, 1986 take all such compensatory time off prior to termination of employment, including retirement.
2. Separate records are kept on each employee for overtime/accrued compensatory time prior to April 15, 1986 and overtime/accrued compensatory time after April 15, 1986.

Section 17.04 No employee of the Massachusetts Courts who is a candidate, or is working for someone who is a candidate for political office, may campaign during his or her working hours, nor may he or she in any manner use his or her staff during working hours or use his or her office supplies to contribute to his or her or any other person's campaign for election. Refer to Article XIII, Section 13.08 for leave of absence provision for employees seeking political office.

Section 17.05 Much of the work of the Massachusetts Courts is confidential information. All requests from persons not employed by the Court for confidential information shall be referred to the immediate manager for a determination as to release. It is important that all employees

remember the inherently confidential nature of much of the knowledge accumulated here and insure that none of it is communicated to anyone outside of their respective offices.

Section 17.06 No employee shall engage in any other employment or be required to perform any work or service not part of the function of the Judiciary during the hours he or she is scheduled to work for the Massachusetts Courts. No employee may engage in any other employment which:

- A. In any manner interferes with the proper and effective performance of the duties of his or her position; or
- B. Results in a conflict of interest; or
- C. Is reasonable to anticipate may subject the Massachusetts Courts to public criticism or embarrassment.

All employees are required to report outside employment to their immediate manager. If the employer determines the outside employment is inconsistent with these criteria, the employee will have up to three months to discontinue the outside employment unless it violates the Ethics Statute (G.L. ch. 268A), in which case the employee will be required to immediately discontinue the outside employment. The Trial Court may direct an employee to receive an opinion from the Ethics Commission and to share that opinion with his or her Department Head as applicable.

A grievance contesting the determination to discontinue the outside employment may be filed directly at **Step 3** of the grievance procedure. The parties agree to expedite the processing of grievances filed under this Section, and may mutually agree to permit the employee to continue such outside employment pending resolution of the grievance.

Section 17.07 Employees are entitled to have one 15-minute rest period during work hours to be determined and scheduled by the immediate manager based on the operational needs of the Court. The operational needs of the Court, as determined by the manager, may preclude rest periods from being taken on a given day. Rest period time is non-cumulative, and if not taken for any reason during the workday shall be forfeited. A rest period commences when the employee ceases work at his or her duty station and ends when the employee resumes work at his or her duty station. A rest period shall not be used in lieu of tardiness or to leave work early or to extend the lunch period.

Section 17.08 Employees who leave the Judiciary in good standing are entitled to benefits earned prior to termination if they are rehired within five years of the time period when they were on the court payroll. Aforesaid benefits shall be determined in accordance with the provisions of the Agreement in effect at the time of termination. There shall be no credit for any benefits if the employee's termination was involuntary or the result of disciplinary action. An employee's prior salary may be considered in determining the step placement in the appropriate grade of the position classification series to which he or she is returning.

Section 17.09 The Employer and the Union agree that sexual harassment may be a form of unlawful sex discrimination pursuant to Title VII of the Civil Rights Act of 1964 (as amended). The parties also agree that no employee should be subjected to such harassment. The term sexual harassment as used herein is conduct such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which constitutes sexual harassment when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

A grievance alleging a violation of this Section shall be filed in accordance with the provisions of Article V herein, except that such grievance shall be submitted directly to **Step 2** as the initial **Step** of the grievance procedure.

Section 17.10 ALTERNATIVE WORK SCHEDULES. It is agreed between the parties that alternative work schedules, part-time hours, flexible hours, and job sharing arrangements and informing employees about them, shall be referred to a sub-committee to incorporate policies into the Agreement.

The immediate manager may consider alternate work schedules based on the operational needs of the specific court or department.

Section 17.11 Copies of the Family and Medical Leave Act, Americans with Disabilities Act, Affirmative Action Policy of the Trial Court, Sexual Harassment Policy of the Trial Court, Policy and Procedures Manual of the Trial Court, Small Necessities Leave Act, and other like documents shall be accessible to employees upon written request.

Section 17.12 OFFICIAL COURT REPORTERS. A Joint Labor-Management Committee, composed of three representatives of management and three representatives of the Union (including two Official Court Reporters), is established to discuss issues pertaining to court reporters.

Section 17.13 ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION. The parties acknowledge the need for positive and aggressive Affirmative Action and the Union supports the policies and goals of the Trial Court Affirmative Action Plan, including the maintenance of the staffing goals achieved by the Plan.

Section 17.14 OFFICE OF COMMUNITY CORRECTIONS. In addition to the other provisions of this Agreement, the following provisions apply to employees of the Office of Community Corrections.

1. Based on current operations during the life of this Agreement, the regular workweek consists of 37½ hours including Saturdays, and the workday on Saturday regularly consists of five hours falling between 7 a.m. and 1 p.m.
2. For the selection of single-day vacations on the Saturday of Memorial Day and Labor Day weekends, the employees who request such days shall be selected from a rotating list established by seniority, but subject to the statewide operating needs of the program. Requests for those days must be received 30 days prior to the holiday weekend.
3. In addition to that which is currently provided, the Employer will provide, subject to funding, an initial pair of safety work boots, and replace them as needed.
4. The Employer will provide Hepatitis B inoculations to those who desire them.
5. A Joint Labor-Management Committee, composed of three representatives of management and three representatives of the Union, is established to discuss issues pertaining to employees of the Office of Community Corrections.

Section 17.15 ELECTRONIC MONITORING OPERATION. Recognizing the unique operational issues of the Electronic Monitoring Operation, a Joint Labor-Management Committee, composed of three representatives of management and three representatives of the Union, is established to discuss issues pertaining to employees of the Electronic Monitoring Operation.

Section 17.16 COURT FACILITIES DEPARTMENT. A Joint Labor-Management Committee, composed of three representatives of management and three representatives of the Union, is established to discuss issues pertaining to employees of the Court Capital and Facilities Management Department.

Section 17.17 CODE of CONDUCT. The parties agree to develop a Code of Conduct/Mutual Respect Policy and a Social Media Policy. A joint labor-management committee will be formed to develop such policies for implementation.

Section 17.18 MARRIED COUPLES. The Trial Court reserves the right to determine that the operational needs of a court may prevent married couples or domestic partners from working in the same court.

ARTICLE XVIII - SAVING CLAUSE

Section 18.01 In the event that any Article, Section or portion of this Agreement is found to be

invalid or shall have the effect of loss to the Commonwealth of funds made available through Federal law, rule or regulation, then such specific Article, Section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, provided the remainder of this Agreement shall continue in full force or effect.

ARTICLE XIX - SENIORITY

Section 19.01 For purposes of this Article, seniority is defined as continuous, regular full-time, or part-time and job sharing employment on a pro-rata basis in the Judiciary.

Section 19.02 The seniority and employment rights of an employee shall be terminated if the employee (1) terminates voluntarily, (2) is discharged for cause or (3) is laid-off for a continuous period of 12 calendar months. A laid-off employee retaining seniority and employment rights during the 12 calendar month period described herein, shall lose such rights if he or she refuses an offer for a position comparable to that which he or she held at the time of layoff.

ARTICLE XX - NO STRIKES/LOCKOUTS

Section 20.01 According to Mass. Gen. Laws ch. 150E, section 9A (a), “No public employee or employee organization [Union] shall engage in a strike, and no public employee or employee organization shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by such public employees.”

Section 20.02 Neither the Union nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown or withholding of services by employees.

Section 20.03 The Union shall exert its best efforts to prevent any violation of Section 20.02 of this Article and, if such action does occur, exert its best efforts to terminate it.

Section 20.04 The Employer shall not engage in any illegal lockouts.

ARTICLE XXI - CONTRACTING OUT

Section 21.01 The Employer reserves the right to contract with any agency or organization for any goods or services it deems necessary. The determination, when contracting out is necessary, shall be made solely by the Employer. When work contracted out results directly in the layoff of employees, the Employer will contact the Union and discuss the availability of similar positions for which laid-off employees are determined to be qualified and the availability of training programs which may be applicable to laid-off employees. Every effort will be made to seek matches of employee skills and qualifications with available, comparable positions.

ARTICLE XXII - TRANSFERS AND SHIFT ASSIGNMENTS

Section 22.01 When the qualifications, such as training, skill, ability, and other relevant qualities are considered relatively equal by the Employer, the Employer shall transfer or make shift

assignments in accordance with the following procedure:

1. The Employer shall ask for volunteers first.
2. If more than one employee volunteers, the employee having the most seniority shall be chosen.
3. If there are no volunteers, the Employer shall make work assignments according to seniority with the junior employee being subject to transfer or shift assignment.

In no event shall a transfer under this Section be more than a reasonable distance from the place where an employee is employed, unless the employee so consents in writing.

Section 22.02 Transfers subject to Mass. Gen. Laws ch. 211B will continue to be administered in accordance with that statute.

ARTICLE XXIII - TEMPORARY SERVICE IN A LOWER OR HIGHER LEVEL POSITION

Section 23.01 TEMPORARY SERVICE IN A LOWER LEVEL POSITION. While an employee is performing the duties of a position classified in a level lower than that in which the employee performs his or her duties, he or she will be compensated at his or her regular rate of pay as if performing his or her regular duties.

Section 23.02 TEMPORARY SERVICE IN A HIGHER LEVEL POSITION. An employee assigned by his or her immediate manager to temporary service in a vacant position in a higher level, other than for the purpose of filling in for an employee on vacation, sick leave or compensatory time, and actually performs the work of the employee replaced for a period of more than 14 calendar days shall receive the salary rate for the higher position from the first day of assignment. The rate to be paid will be the same rate the employee would have received had he or she been promoted to the higher-level position as set forth in Article X, Section 10.03.

A temporary assignment involving the payment of a higher salary rate to an employee, as described in this Section, requires the employee's immediate manager to obtain the written approval of the Court Administrator prior to such an assignment being made. No payment shall be made without the prior written approval of the Court Administrator.

Employees temporarily serving in management positions are considered management employees and therefore not covered by the collective bargaining agreement during the temporary assignment, must request a leave from their current positions, receive management pay and benefits, and may voluntarily continue to pay dues/fees to the Union but such payment does not alter their status as management employees nor does the payment of dues obligate the Union to represent them during the period of their temporary assignment.

Section 23.03 An employee assigned to and paid for a position in a higher level in accordance

with the provisions of Section 23.02 who is permanently promoted to said position while still assigned thereto, will have the time spent during said temporary service count as creditable service for purposes of a step rate increase in accordance with the provisions of Section 10.02 herein.

Section 23.04 Temporary assignments to non-entry level positions that are vacant due to budgetary conditions rather than incumbents being on leaves of absences will be posted pursuant to the *Personnel Policies and Procedures Manual* with copies provided to the Union.

ARTICLE XXIV - APPROPRIATION OF FUNDS

Section 24.01 The cost items contained in this Agreement shall not become effective until the appropriations necessary to fully fund such items are enacted, as set forth in Mass. Gen. Laws ch. 150E.

ARTICLE XXV - ENTIRE AGREEMENT

Section 25.01 This Agreement constitutes the sole and entire existing Agreement between the parties concluding collective bargaining for its term and supersedes all prior agreements, commitments, and practices, whether written or oral between the Employer and the Union or the Employer and any of the covered employees.

Section 25.02 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- A. Any subjects or matters referred to or covered in this Agreement, or
- B. Any subjects or matters not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 25.03 The provisions of this Article may be waived by written mutual agreement of the parties.

ARTICLE XXVI - EMPLOYEE RELATIONS ACTION COMMITTEE

Section 26.01 It is agreed that in order to provide a means for continuing communications and to promote a climate of harmony and mutual responsibility, there shall be an Employee Relations Action Committee consisting of three individuals designated from employees represented by the Union and three individuals designated on behalf of the Employer.

It is further agreed that the Employee Relations Action Committee shall appoint sub-committees, as needed, consisting of an equal number of Union representatives and Employer representatives.

Section 26.02 Said Action Committee shall meet no less than quarterly and shall discuss the application of the Agreement, the improvement of the parties' relationships, efficiency and increased productivity, the feasibility of achieving a system of methodology of career development to include, but not be limited to, the preparation and conducting of job-related seminars and training programs, the issue of email access for all employees of the bargaining unit and how to clarify the employer's expectation for employees to regularly read emails during work hours. It is not the purpose of the Action Committee to discuss pending grievances or conduct negotiations on any subject.

Section 26.03 It is agreed to direct any issue referred to in this Agreement to the Employee Relations Action Committee.

ARTICLE XXVII - SAFETY AND HEALTH

Section 27.01 WORK ENVIRONMENT.

1. The Employer agrees to provide a safe, clean, stable surrounding in all places of employment, subject to available funding. The Employer agrees to comply with all applicable state and federal laws and regulations concerning a safe working environment.
2. Managers shall at all times be concerned with the safety and health of employees under their supervision. When an employee reports a safety concern in writing to his or her immediate manager, the immediate manager will make a reasonable effort to correct an unsafe condition. If it is not within the immediate manager's authority to correct an unsafe condition, he or she shall report the matter, with recommendations, in writing to his or her manager for further action.
3. The parties agree to refer the subject of safety and health to the Employee Relations Action Committee as established in Article XXVI herein.
4. Grievances involving the interpretation of the provisions of this Article may be processed through **Step 3** of the grievance procedure as set forth in Article V, but shall not be subject to arbitration (**Step 4**).
5. The Employer recognizes the severe problem of so-called sick buildings in the system and agrees to support all reasonable efforts to protect employees. The Employer agrees to work with the Union to resolve sick building issues with various departments of the State, Counties, private landlords and the Legislature.

Section 27.02 **ERGONOMIC GUIDELINES.** It is agreed by both parties that a sub-committee shall be formed to incorporate a policy of ergonomic guidelines into the Agreement.

ARTICLE XXVIII - DURATION

Section 28.01 This Agreement shall be for the three-year period from July 1, 2014 to June 30, 2017, and terms and conditions herein shall become effective on July 1, 2014, unless otherwise specified in this Agreement.

The party wishing to modify this Agreement shall serve written notice on the other party by registered mail no earlier than 60 calendar days prior to June 30, 2017.


Should a successor Agreement not be executed by June 30, 2017, this Agreement shall remain in full force and effect until (1) a successor agreement is executed, or (2) an impasse in negotiations is reached, or (3) it is terminated by either party by giving a 14 calendar days' written notice to the other party by registered mail.

ARTICLE XXIX - REOPENER


Section 29.01 In the event that during the term of this Agreement, a collective bargaining agreement is submitted by the Employer and is funded by the Legislature and in the event such agreement contains provisions for salary increases which are greater than the percentage salary increases contained in Article X (Appendices A, B and C) of this Agreement, the parties agree to reopen that provision of this Agreement for further bargaining.

In Witness thereof our hands and seals this 17th day of April 2015.

The Employer


Harry Spence
Court Administrator

The Union


Mary Mahoney
President

Trial Court Negotiating Committee Members

Mark Conlon
Jean Driscoll
Christine Hegarty
Anne-Marie Ofori-Acquaah
Harriet Beasely
John Bello
Kenneth Candito
Pamela Casey-O'Brien
Paul Cervizzi
Crystal Collier
Tina LaFranchi
Yvonne Roland
Wendy Wilton
Jill Ziter

**Local 6 Negotiating Committee Members
and Local 6 Staff**

Antero Amado
Erik Barrette
Robin Bates
Thomas Carter
Claudia Dutra
Arthur Fenno
Phillip Lang
Michelle Latimer
Charles Luongo
Meredith Marcoux
Melissa Markstrom
Richard Martin
Kathleen Mitchell
Patricia Pelletier
Diane Peterson
Deborah Puopolo
Richard Russell
Sharon Shosey
Walter Skinner
Shawn Wright

APPENDIX A
SALARY SCHEDULE EFFECTIVE FIRST PAY PERIOD JUL. 2014 - 1.5%

<u>Level</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
1	\$24,474.98	\$25,587.47	\$26,699.99	\$27,812.48	\$28,924.98	\$30,037.53	\$31,150.03	\$32,262.53
2	\$25,240.28	\$26,387.68	\$27,534.88	\$28,682.15	\$29,829.42	\$30,976.70	\$32,124.03	\$33,271.38
3	\$26,173.57	\$27,363.23	\$28,552.93	\$29,742.64	\$30,932.37	\$32,122.08	\$33,311.78	\$34,501.48
4	\$27,277.63	\$28,517.54	\$29,757.43	\$30,997.30	\$32,237.21	\$33,477.09	\$34,717.01	\$35,956.93
5	\$28,383.23	\$29,673.35	\$30,963.52	\$32,253.66	\$33,543.83	\$34,833.95	\$36,124.13	\$37,414.30
6	\$29,741.43	\$31,093.33	\$32,445.22	\$33,797.10	\$35,148.99	\$36,500.89	\$37,852.76	\$39,204.63
7	\$31,185.87	\$32,603.42	\$34,020.92	\$35,438.47	\$36,856.04	\$38,273.56	\$39,691.13	\$41,108.69
8	\$32,884.40	\$34,379.15	\$35,873.92	\$37,368.63	\$38,863.36	\$40,358.11	\$41,852.89	\$43,347.66
9	\$34,838.54	\$36,422.09	\$38,005.70	\$39,589.24	\$41,172.79	\$42,756.39	\$44,339.97	\$45,923.52
10	\$36,877.35	\$38,553.58	\$40,229.83	\$41,906.08	\$43,582.33	\$45,258.59	\$46,934.84	\$48,611.07
11	\$39,255.00	\$41,039.33	\$42,823.59	\$44,607.94	\$46,392.27	\$48,176.56	\$49,960.91	\$51,745.26
12	\$41,803.50	\$43,703.68	\$45,603.83	\$47,503.99	\$49,404.18	\$51,304.27	\$53,204.45	\$55,104.65
13	\$44,775.54	\$46,810.80	\$48,846.04	\$50,881.29	\$52,916.56	\$54,951.78	\$56,987.04	\$59,022.27
14	\$48,089.40	\$50,275.27	\$52,461.18	\$54,647.08	\$56,832.97	\$59,018.16	\$61,204.72	\$63,391.26
15	\$51,742.07	\$54,093.95	\$56,445.89	\$58,797.78	\$61,149.68	\$63,501.62	\$65,853.50	\$68,205.39
16	\$55,902.89	\$58,443.92	\$60,984.97	\$63,525.98	\$66,067.02	\$68,608.08	\$71,149.14	\$73,690.23
17	\$60,490.25	\$63,239.83	\$65,989.39	\$68,738.92	\$71,488.51	\$74,238.06	\$76,987.63	\$79,737.17
18	\$65,672.03	\$68,657.09	\$71,642.21	\$74,627.29	\$77,612.40	\$80,597.48	\$83,582.57	\$86,567.64
19	\$71,448.19	\$74,695.84	\$77,943.47	\$81,191.13	\$85,518.59	\$89,846.10	\$94,181.73	\$98,517.39
20	\$77,903.47	\$81,444.55	\$84,985.60	\$88,526.65	\$93,245.12	\$97,963.62	\$102,690.95	\$107,418.33

APPENDIX A-1
SALARY SCHEDULE EFFECTIVE FIRST PAY PERIOD JAN 2015 - 1.5%

<u>Level</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
1	\$24,842.11	\$25,971.28	\$27,100.49	\$28,229.67	\$29,358.85	\$30,488.09	\$31,617.29	\$32,746.47
2	\$25,618.88	\$26,783.49	\$27,947.90	\$29,112.38	\$30,276.86	\$31,441.35	\$32,605.89	\$33,770.45
3	\$26,566.18	\$27,773.68	\$28,981.23	\$30,188.78	\$31,396.36	\$32,603.91	\$33,811.46	\$35,019.00
4	\$27,686.80	\$28,945.30	\$30,203.79	\$31,462.26	\$32,720.76	\$33,979.25	\$35,237.77	\$36,496.29
5	\$28,808.98	\$30,118.45	\$31,427.97	\$32,737.46	\$34,046.98	\$35,356.46	\$36,665.99	\$37,975.52
6	\$30,187.55	\$31,559.73	\$32,931.90	\$34,304.06	\$35,676.22	\$37,048.40	\$38,420.55	\$39,792.70
7	\$31,653.66	\$33,092.47	\$34,531.24	\$35,970.05	\$37,408.88	\$38,847.66	\$40,286.49	\$41,725.33
8	\$33,377.66	\$34,894.83	\$36,412.03	\$37,929.16	\$39,446.31	\$40,963.48	\$42,480.68	\$43,997.88
9	\$35,361.12	\$36,968.42	\$38,575.78	\$40,183.07	\$41,790.38	\$43,397.74	\$45,005.06	\$46,612.38
10	\$37,430.51	\$39,131.89	\$40,833.28	\$42,534.67	\$44,236.06	\$45,937.47	\$47,638.86	\$49,340.24
11	\$39,843.83	\$41,654.92	\$43,465.95	\$45,277.06	\$47,088.15	\$48,899.21	\$50,710.32	\$52,521.44
12	\$42,430.55	\$44,359.23	\$46,287.88	\$48,216.55	\$50,145.25	\$52,073.83	\$54,002.52	\$55,931.22
13	\$45,447.17	\$47,512.96	\$49,578.73	\$51,644.51	\$53,710.31	\$55,776.06	\$57,841.84	\$59,907.61
14	\$48,810.74	\$51,029.40	\$53,248.10	\$55,466.79	\$57,685.47	\$59,903.43	\$62,122.79	\$64,342.13
15	\$52,518.20	\$54,905.36	\$57,292.58	\$59,679.75	\$62,066.92	\$64,454.14	\$66,841.30	\$69,228.47
16	\$56,741.44	\$59,320.58	\$61,899.75	\$64,478.87	\$67,058.03	\$69,637.20	\$72,216.37	\$74,795.58
17	\$61,397.60	\$64,188.43	\$66,979.23	\$69,770.01	\$72,560.84	\$75,351.63	\$78,142.45	\$80,933.22
18	\$66,657.11	\$69,686.95	\$72,716.85	\$75,746.70	\$78,776.59	\$81,806.44	\$84,836.31	\$87,866.16
19	\$72,519.92	\$75,816.28	\$79,112.62	\$82,409.00	\$86,801.36	\$91,193.79	\$95,594.46	\$99,995.15
20	\$79,072.02	\$82,666.22	\$86,260.38	\$89,854.55	\$94,643.79	\$99,433.07	\$104,231.32	\$109,029.61

APPENDIX B
SALARY SCHEDULE EFFECTIVE FIRST PAY PERIOD JUL. 2015 - 1.5%

<u>Level</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
1	\$25,214.74	\$26,360.85	\$27,507.00	\$28,653.12	\$29,799.23	\$30,945.41	\$32,091.54	\$33,237.66
2	\$26,003.17	\$27,185.25	\$28,367.12	\$29,549.07	\$30,731.02	\$31,912.97	\$33,094.98	\$34,277.00
3	\$26,964.67	\$28,190.28	\$29,415.95	\$30,641.61	\$31,867.30	\$33,092.97	\$34,318.63	\$35,544.28
4	\$28,102.10	\$29,379.48	\$30,656.85	\$31,934.19	\$33,211.58	\$34,488.94	\$35,766.34	\$37,043.73
5	\$29,241.11	\$30,570.23	\$31,899.39	\$33,228.52	\$34,557.69	\$35,886.80	\$37,215.98	\$38,545.15
6	\$30,640.37	\$32,033.13	\$33,425.87	\$34,818.62	\$36,211.37	\$37,604.13	\$38,996.86	\$40,389.59
7	\$32,128.46	\$33,588.86	\$35,049.21	\$36,509.60	\$37,970.01	\$39,430.38	\$40,890.79	\$42,351.20
8	\$33,878.33	\$35,418.25	\$36,958.21	\$38,498.09	\$40,038.00	\$41,577.93	\$43,117.89	\$44,657.84
9	\$35,891.53	\$37,522.95	\$39,154.42	\$40,785.82	\$42,417.24	\$44,048.71	\$45,680.14	\$47,311.56
10	\$37,991.97	\$39,718.86	\$41,445.78	\$43,172.69	\$44,899.60	\$46,626.53	\$48,353.45	\$50,080.34
11	\$40,441.48	\$42,279.74	\$44,117.94	\$45,956.21	\$47,794.47	\$49,632.70	\$51,470.98	\$53,309.26
12	\$43,067.01	\$45,024.62	\$46,982.20	\$48,939.80	\$50,897.43	\$52,854.94	\$54,812.55	\$56,770.18
13	\$46,128.88	\$48,225.65	\$50,322.41	\$52,419.18	\$54,515.96	\$56,612.70	\$58,709.47	\$60,806.22
14	\$49,542.90	\$51,794.85	\$54,046.82	\$56,298.79	\$58,550.75	\$60,801.98	\$63,054.63	\$65,307.26
15	\$53,305.98	\$55,728.94	\$58,151.97	\$60,574.95	\$62,997.93	\$65,420.95	\$67,843.92	\$70,266.90
16	\$57,592.56	\$60,210.38	\$62,828.24	\$65,446.06	\$68,063.90	\$70,681.76	\$73,299.62	\$75,917.51
17	\$62,318.57	\$65,151.26	\$67,983.92	\$70,816.56	\$73,649.25	\$76,481.91	\$79,314.58	\$82,147.22
18	\$67,656.96	\$70,732.25	\$73,807.60	\$76,882.90	\$79,958.24	\$83,033.54	\$86,108.86	\$89,184.15
19	\$73,607.72	\$76,953.52	\$80,299.31	\$83,645.13	\$88,103.38	\$92,561.70	\$97,028.37	\$101,495.08
20	\$80,258.10	\$83,906.21	\$87,554.29	\$91,202.37	\$96,063.45	\$100,924.57	\$105,794.79	\$110,665.05

APPENDIX B-1
SALARY SCHEDULE EFFECTIVE FIRST PAY PERIOD JAN 2016 - 1.5%

<u>Level</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
1	\$25,592.96	\$26,756.27	\$27,919.61	\$29,082.91	\$30,246.22	\$31,409.59	\$32,572.92	\$33,736.23
2	\$26,393.21	\$27,593.03	\$28,792.62	\$29,992.30	\$31,191.98	\$32,391.66	\$33,591.41	\$34,791.16
3	\$27,369.14	\$28,613.14	\$29,857.18	\$31,101.23	\$32,345.31	\$33,589.36	\$34,833.41	\$36,077.45
4	\$28,523.63	\$29,820.17	\$31,116.70	\$32,413.21	\$33,709.75	\$35,006.27	\$36,302.83	\$37,599.39
5	\$29,679.73	\$31,028.78	\$32,377.88	\$33,726.95	\$35,076.05	\$36,425.10	\$37,774.22	\$39,123.33
6	\$31,099.97	\$32,513.62	\$33,927.26	\$35,340.90	\$36,754.54	\$38,168.19	\$39,581.81	\$40,995.44
7	\$32,610.39	\$34,092.69	\$35,574.94	\$37,057.25	\$38,539.56	\$40,021.83	\$41,504.15	\$42,986.47
8	\$34,386.50	\$35,949.53	\$37,512.59	\$39,075.56	\$40,638.57	\$42,201.60	\$43,764.66	\$45,327.71
9	\$36,429.91	\$38,085.80	\$39,741.73	\$41,397.61	\$43,053.50	\$44,709.44	\$46,365.34	\$48,021.23
10	\$38,561.85	\$40,314.65	\$42,067.46	\$43,820.28	\$45,573.10	\$47,325.93	\$49,078.75	\$50,831.55
11	\$41,048.11	\$42,913.94	\$44,779.71	\$46,645.56	\$48,511.39	\$50,377.19	\$52,243.04	\$54,108.90
12	\$43,713.02	\$45,699.99	\$47,686.94	\$49,673.89	\$51,660.89	\$53,647.77	\$55,634.74	\$57,621.74
13	\$46,820.82	\$48,949.04	\$51,077.24	\$53,205.46	\$55,333.70	\$57,461.89	\$59,590.11	\$61,718.32
14	\$50,286.05	\$52,571.77	\$54,857.52	\$57,143.27	\$59,429.01	\$61,714.01	\$64,000.45	\$66,286.87
15	\$54,105.56	\$56,564.87	\$59,024.25	\$61,483.57	\$63,942.90	\$66,402.27	\$68,861.58	\$71,320.90
16	\$58,456.45	\$61,113.54	\$63,770.67	\$66,427.75	\$69,084.86	\$71,741.98	\$74,399.11	\$77,056.28
17	\$63,253.35	\$66,128.53	\$69,003.67	\$71,878.81	\$74,753.99	\$77,629.14	\$80,504.30	\$83,379.43
18	\$68,671.82	\$71,793.23	\$74,914.71	\$78,036.15	\$81,157.61	\$84,279.04	\$87,400.49	\$90,521.91
19	\$74,711.83	\$78,107.83	\$81,503.80	\$84,899.81	\$89,424.94	\$93,950.12	\$98,483.80	\$103,017.50
20	\$81,461.97	\$85,164.80	\$88,867.60	\$92,570.40	\$97,504.40	\$102,438.44	\$107,381.71	\$112,325.03

APPENDIX C
SALARY SCHEDULE EFFECTIVE FIRST PAY PERIOD JUL. 2016 - 1.5%

<u>Level</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
1	\$25,976.85	\$27,157.61	\$28,338.40	\$29,519.16	\$30,699.91	\$31,880.74	\$33,061.51	\$34,242.27
2	\$26,789.11	\$28,006.92	\$29,224.51	\$30,442.19	\$31,659.86	\$32,877.54	\$34,095.28	\$35,313.03
3	\$27,779.68	\$29,042.33	\$30,305.04	\$31,567.75	\$32,830.49	\$34,093.20	\$35,355.91	\$36,618.61
4	\$28,951.49	\$30,267.48	\$31,583.45	\$32,899.41	\$34,215.39	\$35,531.37	\$36,847.37	\$38,163.38
5	\$30,124.93	\$31,494.21	\$32,863.55	\$34,232.86	\$35,602.19	\$36,971.48	\$38,340.84	\$39,710.18
6	\$31,566.47	\$33,001.33	\$34,436.17	\$35,871.01	\$37,305.85	\$38,740.71	\$40,175.54	\$41,610.37
7	\$33,099.54	\$34,604.08	\$36,108.57	\$37,613.10	\$39,117.66	\$40,622.16	\$42,126.71	\$43,631.27
8	\$34,902.30	\$36,488.77	\$38,075.28	\$39,661.70	\$41,248.15	\$42,834.62	\$44,421.13	\$46,007.63
9	\$36,976.35	\$38,657.08	\$40,337.86	\$42,018.57	\$43,699.30	\$45,380.08	\$47,060.82	\$48,741.55
10	\$39,140.27	\$40,919.37	\$42,698.48	\$44,477.59	\$46,256.69	\$48,035.82	\$49,814.93	\$51,594.02
11	\$41,663.83	\$43,557.65	\$45,451.40	\$47,345.24	\$49,239.06	\$51,132.85	\$53,026.69	\$54,920.53
12	\$44,368.71	\$46,385.49	\$48,402.24	\$50,419.00	\$52,435.80	\$54,452.48	\$56,469.26	\$58,486.06
13	\$47,523.13	\$49,683.27	\$51,843.40	\$54,003.55	\$56,163.71	\$58,323.82	\$60,483.97	\$62,644.09
14	\$51,040.34	\$53,360.34	\$55,680.38	\$58,000.42	\$60,320.45	\$62,639.72	\$64,960.46	\$67,281.17
15	\$54,917.15	\$57,413.35	\$59,909.61	\$62,405.82	\$64,902.04	\$67,398.30	\$69,894.50	\$72,390.71
16	\$59,333.29	\$62,030.24	\$64,727.23	\$67,424.16	\$70,121.13	\$72,818.11	\$75,515.10	\$78,212.12
17	\$64,202.15	\$67,120.45	\$70,038.73	\$72,956.99	\$75,875.30	\$78,793.57	\$81,711.87	\$84,630.12
18	\$69,701.90	\$72,870.13	\$76,038.43	\$79,206.69	\$82,374.97	\$85,543.23	\$88,711.50	\$91,879.74
19	\$75,832.51	\$79,279.44	\$82,726.36	\$86,173.31	\$90,766.31	\$95,359.38	\$99,961.06	\$104,562.76
20	\$82,683.90	\$86,442.28	\$90,200.62	\$93,958.96	\$98,966.97	\$103,975.01	\$108,992.44	\$114,009.90

APPENDIX C-1
SALARY SCHEDULE EFFECTIVE FIRST PAY PERIOD JAN 2017 - 1.5%

<u>Level</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
1	\$26,366.51	\$27,564.97	\$28,763.48	\$29,961.94	\$31,160.41	\$32,358.95	\$33,557.43	\$34,755.90
2	\$27,190.95	\$28,427.02	\$29,662.88	\$30,898.82	\$32,134.76	\$33,370.70	\$34,606.71	\$35,842.72
3	\$28,196.37	\$29,477.97	\$30,759.62	\$32,041.27	\$33,322.95	\$34,604.60	\$35,886.25	\$37,167.89
4	\$29,385.76	\$30,721.49	\$32,057.20	\$33,392.90	\$34,728.63	\$36,064.34	\$37,400.08	\$38,735.83
5	\$30,576.80	\$31,966.63	\$33,356.51	\$34,746.35	\$36,136.23	\$37,526.05	\$38,915.95	\$40,305.83
6	\$32,039.97	\$33,496.35	\$34,952.71	\$36,409.08	\$37,865.44	\$39,321.82	\$40,778.17	\$42,234.52
7	\$33,596.04	\$35,123.14	\$36,650.20	\$38,177.30	\$39,704.42	\$41,231.49	\$42,758.62	\$44,285.74
8	\$35,425.83	\$37,036.10	\$38,646.41	\$40,256.62	\$41,866.87	\$43,477.14	\$45,087.44	\$46,697.74
9	\$37,531.00	\$39,236.94	\$40,942.93	\$42,648.85	\$44,354.79	\$46,060.78	\$47,766.74	\$49,472.68
10	\$39,727.38	\$41,533.16	\$43,338.95	\$45,144.75	\$46,950.55	\$48,756.36	\$50,562.15	\$52,367.93
11	\$42,288.78	\$44,211.01	\$46,133.17	\$48,055.42	\$49,977.65	\$51,899.84	\$53,822.09	\$55,744.34
12	\$45,034.24	\$47,081.27	\$49,128.27	\$51,175.29	\$53,222.34	\$55,269.27	\$57,316.30	\$59,363.35
13	\$48,235.97	\$50,428.52	\$52,621.05	\$54,813.60	\$57,006.16	\$59,198.68	\$61,391.23	\$63,583.75
14	\$51,805.94	\$54,160.75	\$56,515.59	\$58,870.43	\$61,225.25	\$63,579.32	\$65,934.87	\$68,290.39
15	\$55,740.91	\$58,274.55	\$60,808.25	\$63,341.91	\$65,875.57	\$68,409.28	\$70,942.92	\$73,476.57
16	\$60,223.29	\$62,960.70	\$65,698.14	\$68,435.52	\$71,172.95	\$73,910.39	\$76,647.83	\$79,385.30
17	\$65,165.18	\$68,127.26	\$71,089.31	\$74,051.34	\$77,013.43	\$79,975.48	\$82,937.54	\$85,899.57
18	\$70,747.42	\$73,963.18	\$77,179.01	\$80,394.79	\$83,610.60	\$86,826.38	\$90,042.17	\$93,257.93
19	\$76,970.00	\$80,468.63	\$83,967.25	\$87,465.91	\$92,127.80	\$96,789.77	\$101,460.47	\$106,131.21
20	\$83,924.16	\$87,738.91	\$91,553.63	\$95,368.34	\$100,451.47	\$105,534.64	\$110,627.32	\$115,720.05

APPENDIX D - MATERNITY LEAVE

Applicable provisions of Mass. Gen. Laws ch. 149, section 105D (See Section 13.02 herein).

“A female employee who has completed the initial probationary period set by the terms of her employment or, if there is no such probationary period, has been employed by the same employer for at least 3 consecutive months as a full-time employee, who is absent from such employment for a period not exceeding 8 weeks for purpose of giving birth or for adopting a child under the age of 18 or for adopting a child under the age of 23 if the child is mentally or physically disabled, said period to be hereinafter called maternity leave, and who shall give at least 2 weeks’ notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave. Said maternity leave shall be without pay.

Such employer shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Such maternity leave shall not affect the employee’s right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence.”

APPENDIX E - RECLASSIFICATION PROCEDURE

The parties agree to continue the reclassification appeal process implemented pursuant to their March 1, 1994 - February 28, 1997 collective bargaining agreement, and further agree that the Joint Labor-Management Committee formed under that Agreement may recommend additional changes or modifications to the Trial Court's reclassification procedure during the term of this Agreement.

APPENDIX F - PERFORMANCE REVIEW PROCESS

The purpose of the Trial Court's performance review process is to establish ongoing two-way communication between employees and managers so that employees are aware of their major job duties and responsibilities, understand the level of performance expected, and receive timely feedback about career development. The purpose of the Trial Court's performance review process is also to afford employees the opportunity to emphasize, review, and clarify responsibilities, provide direction and encourage growth, and to document opportunities to advance within their classifications, as provided for in Appendix G of this Agreement.

In furtherance of these purposes, the Employer agrees that the performance review process will be implemented as follows:

1. The Trial Court agrees to implement a professional performance review process for all employees in the bargaining unit. The parties recognize that it is the goal of the Trial Court to implement a performance review process for all employees, including management employees and employees of other Trial Court bargaining units.
2. All performance reviews shall conform to the provisions of Section 28.000 of the Trial Court *Personnel Policies and Procedures Manual*. All performance reviews shall utilize the standardized annual performance review form, F-29.
3. Bargaining unit members shall be evaluated by their immediate managers, as defined in Article II of this Agreement, or by the nonunion, managerial designees of the immediate manager, who shall be held accountable for such reviews. Under no circumstances shall members of the bargaining unit be involved in the actual process of evaluating other bargaining-unit members, such as conducting or participating in the annual review or writing the annual performance review forms. However, bargaining-unit members who hold a supervisory position may be required to provide input as necessary so that managerial employees are able to effectively evaluate bargaining-unit members.
4. Prior to implementation of the performance review process, the Employer agrees to train managers on how to accurately and fairly evaluate their employees. The Employer further agrees to provide subsequent management training as needed.
5. The Employer shall monitor the results of the performance review process to ensure that employees are being reviewed accurately and fairly. An Advisory Committee, including three representatives nominated by the Employer and the Union each, shall meet annually for the purpose of reviewing and recommending modifications, if any, to the performance review and procedure, and changes to Section 28.000 of the Trial Court *Personnel Policies and Procedures Manual*. Modifications must be agreed to in writing.

6. Employees shall sign their performance reviews to indicate that they have received a copy of it. An employee's signature does not necessarily mean that the employee agrees with the evaluations. Employees shall have ten working days after receipt of the performance review to fill in an employee's comments section, which shall be made part of the evaluation.
7. The results of an employee's performance review may be used to support decisions made on such actions as step increases, assignments, promotions, and disciplinary actions.
8. The performance reviews themselves may not be grieved, but a performance review may be contested through the grievance process in Article V if it serves, in whole or in part, as a basis for decisions such as step increases, assignments, promotions, and disciplinary actions.
9. If an immediate manager seeks to deny an employee's step increase based upon the results of this performance review process, the immediate manager must seek and obtain prior approval of the denial from the Departmental Chief Justice (or head of the immediate manager's department) and Court Administrator, or his designee. A copy of the request shall be sent to the Union.
10. This performance review process shall not be a substitute for the disciplinary process contained in Section 16.000 of the Trial Court *Personnel Policies and Procedures Manual*, nor shall it be used as a basis to decide layoffs.
11. The performance review process will begin with a pilot program in each Trial Court Department. The employer agrees to consult with the Union on the divisions that will participate in each of the Trial Court Department pilot programs. The performance review forms completed during the pilot programs will not be used to support the personnel decisions identified in number 7, above.

APPENDIX G - CLASSIFICATION PLAN

The Employer further agrees to the following:

1. All offices and departments employing Local 6 bargaining unit employees are covered by the Classification Plan implemented in August, 2000.
2. The parties agree the goal of the Classification Plan is to provide employees with opportunities to advance within their classification as they take on additional duties, learn new skills, and acquire experience. Consistent with this goal, immediate managers are required to meet with employees on or before their anniversary dates to ensure that the employees have been provided with opportunities, where appropriate, to assume additional duties, learn new skills, and acquire the experience necessary to advance within their classification.

Where an employee can demonstrate that he or she is not receiving opportunities to assume additional duties, learn new skills, and acquire experience, the advance within his or her classification, he or she shall contact his or her Union representative. If the Union representative is unable to resolve the issue with the immediate manager, he or she shall forward the issue to the Human Resources Department for further review. The Human Resources Department, with the assistance of the Departmental Administrative Office and the Union representative, will attempt to resolve the issue. If the Human Resources Department is unable to resolve the issue, the matter may be referred to the Reclassification Appeal Committee.

3. The Employee Relations Action Committee shall conduct annual reviews of the Classification Plan throughout the term of this Agreement.
4. The Employer will accept requests for Reclassification on a form provided.
5. The appeal process as defined in Appendix E herein shall govern all appeals of the New Plan.

The parties agree to establish a Review Committee and Appeals Committee in order to conduct a Classification Improvement Plan during the term of this Agreement for the purpose of evaluating objectively all classifications in the bargaining unit to ensure that employees' duties accurately reflect their classifications and to ensure that employee classifications are consistent from one court to another. The Review Committee can also recommend that new classifications and appropriate pay scales be established, subject to agreement by the parties. The parties agree to form the Review Committee and to begin working on the Classification Plan Improvement Plan during the first year of the Agreement.