

Memorandum of Agreement

Between

THE COURT ADMINISTRATOR OF THE TRIAL COURT  
OF THE COMMONWEALTH OF MASSACHUSETTS (EMPLOYER)

AND

THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 6 (UNION)

FOR A SUCCESSOR AGREEMENT

(CLERICAL UNIT)

EFFECTIVE JULY 1, 2017

EXPIRING JUNE 30, 2020

The Employer and the Union agree to amend their Collective Bargaining Agreement effective July 1, 2014 and expiring June 30, 2017 as specified below. All other provisions not amended shall continue in force and shall be incorporated into the new Collective Bargaining Agreement effective July 1, 2017 and expiring June 30, 2020.

**Non- Economic Provisions:**

1. Dues Deduction and Agency Service Fee Deductions (Section 3.03) – Amend to allow authorization of dues and agency service fee to be by electronic form. Also agreed to have initiation fee automatically deducted at the request of the union.
2. Bulletin Boards (Section 4.01) – Agree to meet to discuss standards for the placement of union notices on *The Courtyard*, the Trial Court's intranet homepage.
3. Grievance Procedure (Section 5.04) – Amend to include time limits for a response following the holding of a grievance hearing:
  - Step 1 – Issue written decision within 10 workdays following hearing;
  - Step 2 – Issue written decision within 10 workdays following hearing;
  - Step 3 – Issue written decision within 15 workdays following hearing;
4. Discipline (Section 15.02) - When no other discipline has been issued for two-and-one-half years (30 months), a letter of warning will not be used for progressive discipline (other than to establish notice to employee) if no other discipline is issued in two-and-one-half years (30 months) from its issuance.
5. Grievance Procedure (Section 5.06) – Amend first sentence to clarify that only the authorized union representative or Union counsel may represent the employee/grievant at disciplinary hearings and at each step of the grievance procedure.
6. Holidays (New Section 6.08) – Eliminate Section 7.08 and place it here. Also allow use of personal days or compensatory time in addition to vacation.
7. Vacation (Section 7.01) – Subsequent to execution of the new collective bargaining agreement, new hires may receive creditable service for vacation accrual only if they are hired without a break in service from cities, towns, counties, and authorities within the Commonwealth of Massachusetts (Massport, MBTA, MWRA, MASSHOUSING, AND LOCAL HOUSING AUTHORITIES).

8. Probationary Period (Section 9.01) – Amend to allow an extension of the probationary period by mutual agreement of the union and the HR Department. The parties also acknowledge the recent MOU extending the probationary period for new hires from 6 months (180 days) to 9 months (270 days). The 9 month probationary period will not affect employees hired prior to ratification of this Memorandum of Agreement.
9. Promotions (Section 11.02) – Agree to allow employees to be promoted to a higher level within a classification series when their prior classification series overlapped the levels of the classification of the position to which they were promoted and they meet the years of experience to go to the higher level (e.g., Sessions Clerk II at level 14 with 5 years of experience may be promoted to Operations Supervisor II at level 15).
10. Promotions (New Section 11.03) – Agree to meet and to discuss the promotion process and ways to give feedback to employees who aren't selected for promotion.
11. Tuition Remission (Section 12.08) – Amend to allow tuition remission for spouses subject to same conditions as employee tuition remission.
12. Travel - Amend to limit Article XXII to Travel and keep Sections 12.01 – 12.05 in Article XII. Incorporate Sections 12.06 – 12.12 into other Articles as appropriate.
13. Bereavement Leave (Section 13.05) - Increase to seven (7) days for death of spouse, child, or stepchild.
14. Paid Personal Leave (Section 13.06) – Amend to reflect fact that personal days are received during first pay period in each calendar year and must be taken by last work day prior to the first pay period in January of each calendar year.
15. Paid Personal Leave (Section 13.06) – Amend to specify that employees must provide reasonable advance notice and receive prior approval for use of a personal day. Managers must provide a response within a reasonable time or the request will be deemed approved.
16. Sick Leave (Section 13.07) - Increase amount of sick leave an employee can use to care for a family member from 15 days to 30 days (Section 13.07 (C)).
17. Sick Leave (Section 13.07) – Amend by adding new sentence as follows: "The parties agree to amend the policies of the Paid Leave Bank, including but not limited to ensuring consistency with the Executive Branch Paid Leave Bank."
18. Workers' Compensation Leave (Section 13.11) – Amend Section 13.11(A) as follows:

- Clarify that employees receiving workers' compensation are eligible for leave for up to 24 months and to receive benefits numbered 1-4 during the period of their leave;
  - Create an incentive to return to work. Employees who return to work within twelve (12) months, are guaranteed to return to same job and court location. Those who return between twelve (12) and twenty four (24) months may be assigned to same title but in another court location within thirty (30) miles depending on staffing needs;
  - Clarify that Trial Court reserves right to backfill position while employee is out of work on workers' compensation leave and add language addressing need to reassign new employee if employee returns depending on staffing needs;
  - Clarify no buy-back of sick leave earned while on Workers' Comp Leave.
19. Domestic Violence Leave (New Section 13.14) – Implement the provisions of G.L. c. 149, s. 52E and discuss whether such leave for up to 15 days will be paid or unpaid.
20. Comp. Time for Training (Section 17.03) - Add language clarifying when an employee receives compensatory time for traveling to and attending training.
21. Amend Appendix G to reflect initiatives to modernize job descriptions to reflect changes in work since classification plan was implemented in 2000 and to reflect impact of digitization of court operations. Trial Court recognizes its obligation to bargain the impact of new job descriptions on employees pursuant to provisions of G.L. ch. 150E.
22. Parties agree to recommit to having the Employee Relations Action Committee and the Classification Review Committee meet regularly. The parties further agree to establish joint labor-management committees for Research Attorney positions and other Attorney positions and Law Library positions within the bargaining unit.
23. Wage Reopener (Section 29.01) – Parties agree to reopen economic provisions in this MOA if an Agreement is submitted to the Governor or Secretary of A&F and said Agreement is funded by the Legislature and contains across-the-board increases and other economic terms that exceed those contained in this MOA.
24. Payment of Temporary Service in Higher Level Position (New Section 23.05) – In extraordinary circumstances, managers may request an employee be temporarily assigned to perform duties of a higher level position when the employee is out of work on paid leave due to illness. Such requests must be made prior to the employee's assignment and the Court Administrator has the exclusive authority to approve or deny such requests. If approved, an employee will receive the salary of the higher level position after two consecutive months of service in the higher level position.

25. Training (Section 12.06) – Amend as follows: With the prior approval of the immediate manager and the Human Resources Department, employees shall receive credit for completing relevant, outside training programs. To receive such credit, the employee must produce documentation confirming attendance and successful completion of the training program. If approved, employees may attend such training programs during regular work hours.
26. Classification Plan (Appendix G) – Amend as follows: The Employer agrees to provide the Union with a listing of all position classifications and rates of pay on an annual basis and to notify the union of its intention to change such classifications so the changes may be discussed prior to the implementation of the changes.
27. **Technical Proposals** – Reconvene the joint labor-management committee to finalize technical changes to ensure language in the collective bargaining agreement reflects practice and is consistent with State and Federal Law.
28. Incorporate by reference prior MOUs.
29. The parties agree that the non-economic provisions of this Memorandum of Agreement will be implemented upon ratification and the economic provisions will be implemented upon funding pursuant to G.L. ch. 150E.

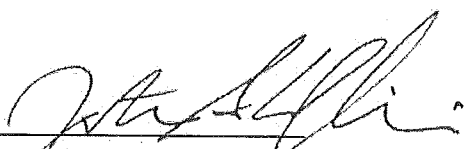
**Economic Provisions:**

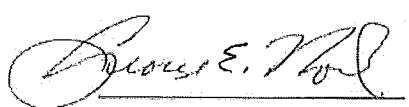
- COLA as follows (Section 10.01 A) :
  - 1 % increase effective first full pay period July 2017 (Retroactive to first full pay period July 2017)
  - 2 % increase effective first full pay period July 2018
  - 2% increase effective first full pay period July 2019
- Additional 1 % retroactive to July 1, 2017 if Fiscal Year 2018 revenues match or exceed level in original economic proposal.

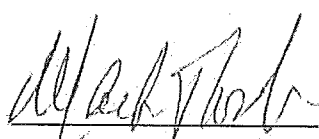
In witness thereof our hands and seals this 25<sup>th</sup> day of April 2018

For the Employer

For the Union

  
Jonathan Williams  
Court Administrator

  
George Noel  
Business Manger

  
Mark Conlon  
Director of HR and Labor Relations

Addendum to Memorandum of Agreement

Between

The Court Administrator of the Trial Court

Of the Commonwealth of Massachusetts

And

The Office and Professional Employees International Union, Local 6 (Union)

For a Successor Agreement

(Clerical Unit)

This Addendum details the economic provision of the Memorandum of Agreement executed on April 25, 2018 regarding the additional 1% increase if tax revenues match or exceed the amount in the original economic proposal. The parties agree that receipt of the additional 1% shall be governed by the following language from the original economic proposal:

If FY 2018 tax revenues equal or exceed \$27,072 billion, then effective the first full pay period in July 2017, employees shall receive an additional increase of one percent (1%) in salary rate.

The terms, "state revenues," "budgeted revenues," and "budgetary funds" shall have the meanings assigned to those terms in M.G.L. Ch. 29, sec. 1.

For the purpose of this section, "tax revenues" shall mean, for any given fiscal year, state tax revenues that count as budgeted revenues in the budgetary funds, as reported by the Commissioner of Revenue on a preliminary basis in July following the end of the fiscal year, subject to any final technical adjustments made prior to August 31. Tax revenues shall include taxes that are transferred to the Commonwealth's Pension Liability Fund, the Massachusetts Bay Transportation Authority State and Local Contribution Fund, the School Modernization and Reconstruction Trust Fund and the Workplace Training Fund.

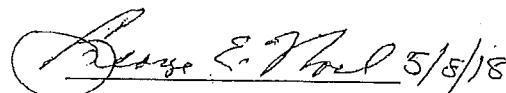
For the Employer



Mark Conlon

Director of Human Resources and Labor Relations

For the Union



George Noel

Business Manager