

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**MASSACHUSETTS TRIAL COURT (EMPLOYER)**  
**AND THE**  
**OPEIU, LOCAL 6 (UNION)**

This Memorandum of Agreement is entered by and between the Employer and the Union (known collectively as the "Parties").

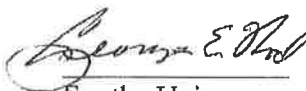
Whereas the Parties have negotiated and implemented a Collective Bargaining Agreement covering the period July 1, 2017 – June 30, 2020;

Whereas the Parties agreed to a new Section 13.14 of the Collective Bargaining Agreement implementing the provisions of G.L. c. 149, s. 52E (Domestic Violence Leave) and agreed to discuss whether such leave for up to 15 days will be paid or unpaid;

Whereas the Parties have had ongoing discussions on the above referenced issue;

Now therefore, the Parties agree that Domestic Violence Leave will be paid and agree to amend Section 13.14 by adding the following language:

**New Section 13.14** An employee may use up to a maximum of fifteen (15) days of paid Domestic Violence Leave per calendar year if he/she is, or has a family member who is, a victim of abusive behavior, for qualifying purposes where the employee is not the perpetrator. This leave is provided in accordance with G.L. c. 149, s. 52E and the Trial Court's Personnel Policies and Procedures Manual, which also define the terms used herein. Notice of Leave under this Section should be given in advance, except in cases of imminent danger to the employee's health or safety, or in cases of a threat of imminent danger to the health or safety of the employee or the employee's family member, then notice must be provided within 3 workdays that the Leave was taken or being taken under this Section.

 1/24/19  
For the Union      Date

 1/24/19  
For the Employer      Date