

Memorandum of Agreement

Between

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

AND

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

FOR A SUCCESSOR AGREEMENT

**EFFECTIVE JULY 1, 2020
EXPIRING JUNE 30, 2023**

The Employer and the Union agree to amend their Collective Bargaining Agreement effective July 1, 2017 and expiring June 30, 2020 as specified below. All other provisions not amended shall continue in full force and shall be incorporated into the new Collective Bargaining Agreements effective July 1, 2020 and expiring June 30, 2023.

Non-Economic Provisions:

1. GRIEVANCES: Section 5.04 is amended by requiring that all grievances and information requests be simultaneously copied to the ACHRO for Labor Relations or designee when filed at steps 1 or 2. The parties further agree that unintentional failure to copy the ACHRO on said documents shall not serve as a procedural violation of the grievance process.
2. PFML: In the event that the DFML establishes a PFML contribution rate for which the maximum allowable employee share exceeds 0.5 percent, upon request by the Union, the parties shall bargain over the impact of that contribution rate.
3. HOLIDAYS: Amend Sec. 6.01 to include Juneteenth as a holiday under G.L. c.4, § 7.
4. FINGERPRINTING FOR ACCESS TO CJIS: As mandated by FBI policies and procedures and CJIS Agreement, all employees who require unescorted access to CJJ to perform their job duties will be fingerprinted. The parties shall identify all such employees and job titles prior to commencing fingerprinting pursuant to this provision. The parties further agree that they will resume and continue negotiations regarding implementation and application of FBI and DCJIS determinations of fingerprinting mandates as well as other ramifications including, but not limited to, employment/disciplinary actions, if necessary, based upon results of mandated fingerprinting of employees. Employees hired after execution of this MOA will be required to be fingerprinted as a condition of hire/employment if the job duties require access to CJJ.
5. REMOTE WORK: The parties commit to drafting and bargaining a remote work policy with an implementation within 45 days of the execution of this MOA, unless the Parties mutually agree to extend the 45-day deadline.
6. OVERTIME MOA: The Parties agree that the updated CBA will reflect the agreed upon language regarding overtime/ comp time in the MOA signed and dated by the Parties on 7/30/2020. Employees will utilize the electronic time sheet (e.g. SSTA) to record the overtime worked, within 3 months of ratification in order to allow for proper training and change management. The Employer will use its best efforts to pay overtime within 2 pay periods of it being worked. The Parties will utilize the Joint Labor Management meetings to discuss and implement a policy to assist in the equitable distribution of overtime opportunities, commencing with Facilities.
7. LABOR MANAGEMENT COMMITTEES: The parties agree to identify their respective designees to each labor/management committee identified in this contract and establish reasonable meeting schedules for said committees within thirty days of ratification. The Parties further agree that they will establish a joint labor/management committee for the purposes of discussing mandatory training deemed necessary by the Employer.

8. CALL BACK PAY: Section 17.02(B) second sentence shall be amended to read, "An employee who is called back one or more times in a day and reports to 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 of pay for call-back work completed in that day at his or her premium hourly rate."

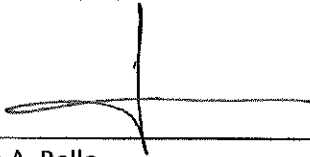
Economic Provisions:

Amend Section 10.01(A) as follows:

- 2.5% increase effective first full pay period July 2020 (Retroactive to first full pay period July 2020).
- 2% effective first full pay period July 2021 (Retroactive to first full pay period July 2021).
- 2% effective first full pay period July 2022.
- 1.5% bonus effective upon execution (Bonus will be based upon salary as calculated after the July 2020 and the July 2021 COLA's). A minimum amount of \$1000 shall be set for the one time payment.
- Employees who were considered "active" (e.g. on payroll) on or after July 1, 2020 will be entitled to retroactive pay.
- Only employees considered "active" (e.g. on payroll) as of the effective date of execution of this successor Agreement shall be entitled to the 1.5% bonus payment.

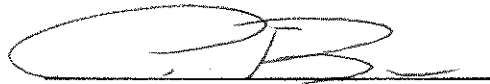
In witness thereof our hands and seals this 28th day of September 2021,

For the Employer:

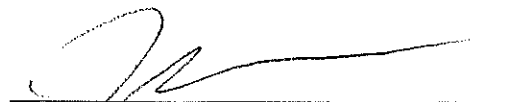


John A. Bello
Court Administrator

For the Union:



Philip Basile
Local 6, Chief Field Services/ Legal Officer



James P. McDonagh
ACHRO for Labor Relations