PROTOCOL CLARIFYING VSEA ACCESS TO COURT FACILITIES

The Vermont State Employees Association ("VSEA") and the Judiciary of the State of Vermont ("Judiciary") agree to adopt the following protocol on a trial basis, in order to resolve certain disputes concerning the administration of Article 3 of the collective bargaining agreement as it relates to VSEA representatives visiting Judiciary facilities. This Protocol has no impact on how grievances and complaints are handled under the collective bargaining agreement (Agreement) as that topic is addressed in the Agreement.

1. Definitions:

- a. "Judiciary facility" includes all facilities that are owned or leased by the Judicial Branch of the State of Vermont.
- b. "Secure public area" refers to areas of the Judiciary facilities that are open to the public but beyond the security entrance.
- c. "Private area" refers to work spaces in Judiciary facilities that are closed to the public.

VSEA representatives wishing to visit Private areas of Judiciary facilities to conduct union business shall obtain advance permission for the visit from the appropriate managers , as provided in the Agreement.

- 2. After passing security, the VSEA representative will report to the counter separating the Secure public area from the Private Area, and will be escorted directly by a steward or other VSEA member to the area commonly used for employee lunches.
- In the event the particular court house does not have a designated lunch space in the private area, other arrangements may be made between the representative and the appropriate manager.
- 4. Employees will be free to visit with the VSEA representative during their lunch period in the designated lunch area.
- 5. When the VSEA representative wishes to leave the lunch area, he or she will be escorted directly to the counter by a steward or VSEA member.
- 6. The grievance filed by VSEA relating to VSEA access to Judiciary facilities is hereby withdrawn.

This protocol is adopted by agreement on a trial basis, and may be terminated by either party with 30 days' notice. Should the protocol be terminated by either party, there shall be no claim that the protocol created a past practice.

Seen and agreed:

On behalf of VSEA

On behalf of the Vermont Judiciary