

ARTICLE 18

INSURANCE PROGRAMS

All other settlements reached in executive branch bargaining for the duration of this contract period with respect to health insurance, life insurance and dental insurance shall be applicable to the Judicial Unit, including, but not limited to, co pays and contributions.

ARTICLE 19

REDUCTIONS IN FORCE

1. Initiation of a Reduction in Force (Layoff) – inadequate funding, changes in statutory mandate or judicial goals, reorganization, improved technology, or a lack of work may cause a reduction in the Judicial Branch's work force. When any of these situations occur, the Court Administrator shall establish a plan to accomplish the reduction in force. The plan shall designate positions, classes of positions, or programs within the Judiciary to be transferred, abolished or vacated by layoff. Once the plan is approved, employees in positions designated for transfer or reduction in force shall be given a twenty business day notice.

2. Status of Employees -

For purpose of a layoff, Judicial Branch employees shall be categorized into the following groups:

- (a) Permanent Status Employees - Those employees who have successfully completed their original probationary with the Judicial Branch.
- (b) Probationary Status Employees - Those employees who are currently in their original probationary period with the Judicial Branch.
- (c) Temporary Employees - Those employees paid on the state payroll but not entitled to state employee employment benefits.

3. Programs of the Judicial Branch -

For the purpose of a layoff under this Agreement, the Judiciary is divided into the following programs:

- (a) Supreme Court
- (b) Court Administrator's Office and Associated Boards
- (c) Trial Courts

In addition, each program is subdivided by geography based on county boundaries.

4. Seniority -

An employee's seniority shall be determined solely by eligible Judicial Branch service. Eligible Judicial Branch service shall include the following:

- (a) All time served continuously in the Judiciary as a permanent, probationary or temporary employee.
- (b) Any period of "leave of absence without pay" shall be deducted when computing time for seniority except for a "leave of absence without pay" due to a military service obligation as permitted in this Agreement.
- (c) In computing eligible time for seniority, employees who now work or previously worked less than a full-time work schedule at any time during the eligible period of employment shall be credited for time actually worked. (For example: An employee who worked one half time for 2 years would receive one year credit toward seniority.)
- (d) An employee eligible for veteran's preference under this policy shall have seniority over an employee who is not eligible for veteran's preference where a calculation of seniority between the employees is equal.

5. Reduction in Force Notice – when a reduction in force plan has been established, the Court Administrator shall send a notice by certified mail return receipt requested to employees whose positions are to be eliminated or transferred. The notice shall contain the effective date of the action, an explanation of retention rights, a list of eligible positions for the possible use of retention rights, and a deadline to notify the Court Administrator regarding the election to use retention rights.

6. Reduction in Force Procedures -

An employee designated for layoff due to the employee's position being abolished or transferred may exercise retention rights. Retention rights shall be exercised in the following manner:

- (a) No employee may exercise retention rights over any employee who has greater seniority regardless of class or pay grade.
- (b) An employee designated for layoff or transfer who has seniority shall exercise retention rights on the least senior employee in the same position class in the program and the geographic area to which the employee's position is assigned.
- (c) If there are no employees on which to exercise retention rights under b., a senior employee may exercise retention rights over any employee who has less seniority in a position within the same program and geographic area where the position's pay grade is equal or not more than five (5) pay grades lower, as long as the employee meets the minimum qualifications of the "new" position.
- (d) If there are no employees on which to exercise retention rights under c., a senior employee may exercise retention rights on any employee with less seniority in the

same program statewide in a position with an equal or lower pay grade as long as the employee meets the minimum qualifications of the "new" position.

- (e) An employee designated for layoff or transfer shall receive as part of their notice a list of positions on which the employee may exercise retention rights. Within 3 business days of receipt of the notice of layoff, the employee must notify the Court Administrator of the employee's intent to exercise their rights of retention and at that time must designate the position on which they wish to exercise their rights.
- (f) Employees funded by a grant, federal or special funds, shall not be a member of a status group for layoff purposes. The time worked by employees originally funded by these funds shall not count toward seniority.

7. Demotion in Lieu of Layoff or Transfer -

A permanent status employee designated for layoff or transfer may request to be demoted rather than laid off or transferred. If the employee requests demotion, the employee shall be entitled to be reassigned to a vacant position in a position class which has an equal or lower pay grade equivalent and is in the same location or program, as long as the employee scheduled to be laid off meets the minimum qualifications and testing requirements of the position in the equal or lower position class. An employee must request this option within three business days after receiving notice of layoff or transfer. The notice of layoff shall inform the employee when the demotion option is available. An employee demoted under this section shall be paid in accordance with the provisions of this Agreement relating to Re-Employment.

8. Reduction in Force (RIF) Rights -

An employee who was laid off because of a RIF shall have certain rights for thirty days prior to the effective date of layoff and for two years after the effective day of the layoff.

- (a) The employee has mandatory re-employment rights to any position at the same or lower pay grade which becomes vacant in the geographic location and program from which the employee was laid off while RIF rights are in force. The Court Administrator must notify the employee. The employee must meet the minimum qualifications of the position to exercise this right.
- (b) If an employee refuses or waives three offers of re-employment, mandatory re-employment rights pursuant to subsection "a)" above, shall be terminated.
- (c) An employee who is rehired after a layoff, shall be paid in accordance with Article 16 Section 2(b)iii hereof entitled Re-employment. The employee will have any unused sick leave credits at the time of layoff restored. The employee will be considered to have been continuously employed except that the period during which the employee was laid off will not count toward seniority.
- (d) An employee must accept an offer of re-employment in writing within five days. Failure to accept an offer within five days shall be considered a waiver of re-employment rights to that position. An employee accepting an offer must begin work within three weeks of the date of acceptance.

- (e) An employee who is laid off shall be paid for any annual leave or earned compensatory time at the employee's prevailing straight time rate.
- (f) If two or more employees who were laid off are eligible for mandatory re-employment, the employee with greater seniority shall be re-employed first.

ARTICLE 20

EMPLOYEE WORK WEEK

1. Hours of Personnel Staffing –

In order to serve the public effectively, it is expected that all full time courts and offices be open to the public during the hours from 8:00 A.M. to 4:30 P.M. Courts, especially those with two or more employees in the clerk's or register's office, are expected to be open during the noon hour for the convenience of the public, unless otherwise authorized by the Court Administrator. All courts and offices should post their hours of operation prominently.

2. Employee Work Week –

The Vermont General Assembly has established 40 (forty) hours to be the standard full time state employee work week. Covered employees shall be assigned a forty (40) hour per week work schedule so as to ensure courts and offices are appropriately open for Judicial Branch business.

ARTICLE 21

OBSERVANCE OF HOLIDAYS

Holidays –

(a) Observances of Holidays

- i. The following holidays shall be observed by Judicial Offices:

New Year's Day January 1

Martin Luther King Day Third Monday in January

President's Day Third Monday in February

Town Meeting Day First Tuesday in March

Memorial Day Last Monday in May

Independence Day July 4

Bennington Battle Day August 16

Labor Day First Monday in September

Veterans' Day November 11

Thanksgiving Day Fourth Thursday in November

Day After Thanksgiving.

Christmas Day December 25

- ii. Any holiday which falls on a Saturday shall be observed on the preceding Friday. Any holiday which falls on a Sunday shall be observed on the following Monday.
 - iii. The Chief Justice may declare other days as administrative holidays in addition to those holidays designated Judicial Branch offices shall close on such a day except for those operations which must maintain essential services.
- (b) Compensation for holidays –
- i. A permanent employee, including a permanent part-time employee, who is normally scheduled to work on the day a holiday falls shall receive the regular pay as if the day had been a work day. A permanent employee, including a permanent part-time employee, who is not scheduled to work on the day on which a holiday falls shall receive holiday compensation proportional to the number of hours he or she is regularly scheduled to work during the pay period (for example, an employee who works half, or 50% of the time but does not work on Thursdays would receive half a day's pay for the Thanksgiving holiday; an employee who works four days a week, or 80% of the time, but does not work Mondays, would receive 80% of a day's pay for Monday holidays).
 - ii. The effective date of a permanent employee's separation from Judicial Branch service shall be the last workday of actual performance on the job. If it is a calendar day immediately preceding a day observed as a holiday, the effective date of separation shall be the workday observed as a holiday.
 - iii. Permanent employees shall receive their regular compensation for holidays.
 - A. Permanent employees required to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving day, or Christmas shall be paid their normal holiday compensation plus one and one-half times their normal hourly rate for each hour worked.
 - B. Permanent employees required to work on Town Meeting Day, Bennington Battle Day or any administrative holiday declared by the Chief Justice shall be paid their normal holiday compensation plus their normal hourly rate for each hour worked.
 - C. Permanent employees required to work on the Day After Thanksgiving shall receive their normal day's pay plus compensatory time off on an

hour for hour basis for each hour worked. An employee whose regularly scheduled day off is Friday and does not work on the Day After Thanksgiving shall receive compensatory time off instead of normal holiday compensation.

- D. Work on Martin Luther King Day shall be compensated in the same manner as set forth in the Non-Management Unit Agreement between the VSEA and the State of Vermont.
 - E. After hours RFA work on a holiday or administrative holiday shall be compensated at time and one-half rates.
- iv. An employee who is off payroll due to disciplinary suspension or is absent without authorization on the scheduled workday or any portion thereof immediately prior to or the next workday following the day observed as a holiday and who does not work on such holiday shall not be eligible for holiday compensation. An employee who is off payroll for any other reason the day before or after a day observed as a holiday shall be eligible to receive holiday compensation.

ARTICLE 22

ANNUAL LEAVE

Annual Leave -

Consistent with the workload requirements of the Judicial Branch, a permanent employee may accrue and use annual leave so the employee may have periods of rest and relaxation from the job for health and well being. Employees are encouraged to request annual leave in blocks of time sufficient to ensure rest and relaxation. However, annual leave may also be taken in brief amounts for the personal convenience of the employee.

(a) Accrual of Annual Leave Credits

- i. Annual leave credits are not accumulated and may not be used during the first six months of employment for an employee in an original probationary period. However, an employee who has completed an original probationary period in state government will be allowed to accumulate annual leave credits upon employment in the Judicial Branch.
- ii. A permanent full time employee accrues annual leave as follows:
 - A. A permanent employee shall be credited with six days, or 48 hours, of annual leave upon completion of the employee's first six months of service.
 - B. A permanent employee with more than six (6) months but fewer than five (5) years of full time service shall accrue annual leave at the rate of one day per completed calendar month of service, or 3.69 hours per

biweekly pay period as of 7/7/96. Total accumulation may not exceed thirty (30) workdays, or 240 hours.

- C. A permanent employee with five (5) or more but fewer than ten (10) years of full time service shall accrue annual leave at the rate of one and one-quarter days per calendar month of service, or 4.62 hours per biweekly pay period as of 7/7/96. Total accumulation may not exceed thirty-five (35) workdays, or 280 hours.
 - D. A permanent employee with ten (10) or more years but fewer than fifteen (15) years of full time service shall accrue annual leave at the rate of one and one-half days per calendar month of service, or 5.54 hours per bi weekly pay period beginning 7/7/96. Total accumulation may not exceed forty (40) workdays, or 320 hours.
 - E. A permanent employee with fifteen (15) or more years but fewer than twenty (20) years of full time service shall accrue annual leave at the rate of one and two-thirds days per calendar month of service, or 6.13 hours per biweekly pay period beginning 7/7/96. Total accumulation may not exceed forty-two and one-half (42.5) workdays, or 340 hours.
 - F. A permanent employee with twenty (20) or more years, but fewer than thirty (30) years of full time service shall accrue annual leave at the rate of one and three-quarters day per calendar month of service, or 6.46 hours per biweekly pay period beginning 7/7/96. Total accumulation may not exceed forty-five (45) workdays, or 360 hours.
 - G. A permanent employee with thirty (30) or more years of full-time service shall accrue annual leave at the rate of two days per calendar month of service, or 7.38 hours per biweekly pay period beginning 7/7/96. Total accumulation may not exceed forty-five (45) workdays, or 360 hours.
- iii. A permanent part-time employee earns leave on a prorated basis for their regularly assigned hours. For example, an employee with fewer than five years of service who works a half-time schedule earns one-half day of annual leave per month, or 1.85 hours per biweekly pay period beginning 7/7/96; if the employee worked 32 hours or four full days a week, four-fifths day per month, or 2.95 hours per biweekly pay period beginning 7/7/96 would be earned.
 - iv. Except in the instances of reduction in force, or for an employee who left state service in good standing within two years of the rehire date (restored employee), an employee rehired by the Judicial Branch shall not receive credit for prior state service in establishing the employee's rate of annual leave accrual. An employee re-employed after layoff by the Judicial Branch or a restored employee shall receive credit for prior permanent Judicial Branch and state employment in establishing the employee's rate of annual leave accrual. For these employees, credit for prior permanent Judicial Branch and state government service is limited to the last period of continuous state service. An employee with multiple service breaks shall be eligible to have all prior Judicial

and State service re-accredited provided that the length of the service break was less than 2 years and all prior service had been restored during the previous employment period. A written request, together with verification of prior service and its restoration must be submitted to the Court Administrator's Office within sixty (60) days of hire. The employee shall not, however, accrue leave credits for the period during which the employee was not on the payroll.

- v. Time spent on leave of absence without pay shall not be counted in determining rates of annual leave accrual.
- vi. Upon satisfactory completion of the first six months of employment as a permanent employee, annual leave shall be earned on the basis of a completed pay period of service. A permanent employee shall not be penalized annual leave credit for any pay period during which the employee is off payroll for 20 hours or less. However, an employee who is off payroll for more than 20 hours during a pay period shall not accrue annual leave for that pay period. This test shall also apply to the accumulated annual leave credited to the employee's account upon completion of the first six (6) months of employment. For example, an employee who was off payroll for more than 20 hours during one pay period of the first six (6) months of employment would be credited with only five and a half (5.5) days of leave upon completion of probation. If the same employee was off payroll for more than 20 hours during the two different pay periods during the first six (6) months of employment, the employee would only be credited with five (5) days.
- vii. An employee rehired after layoff or a restored employee shall accrue annual leave upon completion of the first calendar month of service.

(b) Use of Annual Leave Credits

- i. Annual leave credits shall not be advanced for use prior to being earned.
- ii. A permanent employee granted a leave of absence without pay may use accumulated annual leave before entering upon leave of absence status, or the employee may request that it be retained on account until the employee returns to active duty.
- iii. Vacation scheduling is the exclusive prerogative of the supervisor. Leave must be requested in advance by the employee and is subject to approval by the supervisor. The supervisor shall not unreasonably withhold approval of the use of annual leave.
- iv. An employee shall not be charged annual leave for absence on a holiday or an administrative holiday.
- v. Annual leave accrued by an employee separating from Judicial Branch service shall be paid as a lump sum with the final payment for active service. A separating employee who has been in an "on payroll" status for all of the

employee's scheduled workdays during the final calendar month of employment, shall be entitled to annual leave accrual for that month.

- vi. An employee who fails to give two weeks' notice of resignation shall forfeit the number of unused annual leave days by which his notice is deficient, unless the notice requirement is waived by the Court Administrator.
- vii. Employees will be charged for annual leave if there is insufficient accumulated compensatory time when they are unable to report or are delayed for work due to weather conditions, impassable roads or other emergency situations. Employees may be allowed to make up missed time within the same pay period at the supervisor's discretion. This provision will not apply to employees who are assigned to work at locations other than their home station.
- viii. The supervisor may authorize the use of annual leave on the same day of request. The employee must request use of annual leave within the first hour of work. The granting of the use of annual leave in this manner is totally at the discretion of the supervisor.
- ix. The supervisor may retroactively authorize the use of annual leave if the employee did not obtain proper authorization and the circumstances so warrant.

(c) Responsibilities

- i. The employee shall:
 - A. Make a timely request for the use of annual leave and receive prior approval for the use of annual leave for vacation or personal convenience.
 - B. Notify the supervisor within the first hour of work, if possible, if the employee is unable to report or will be delayed for work due to weather conditions, impassable roads, or other emergency situations.
- ii. The supervisor shall:
 - A. Make a reasonable effort to schedule vacations in accordance with the wishes of employees consistent with the needs of the court.
 - B. Establish reasonable procedures for requesting use of annual leave.
 - C. Report the use of annual leave to the Court Administrator's Office in accordance with the provisions of this section and the instructions from the Court Administrator's Office.

ARTICLE 23

SICK LEAVE/FAMILY MEDICAL LEAVE

1. Sick Leave - It is the policy of the Judicial Branch to help protect the income of permanent employees when they cannot work due to illness, injury or incapacity for emergency periods when the employee must be absent from duty due to death or illness in his/her immediate family. Sick leave shall be administered in accordance with the following provisions:

(a) Accrual of Sick Leave Credit

- i. A permanent full time employee shall receive sick leave credit as follows:
 - A. Upon appointment (original or restoration), the employee shall be credited with six (6) sick leave days, or 48 hours, which may be drawn upon during the first six (6) months of service.
 - B. At the end of the first pay period following the completion of six months of service and at the end of every pay period thereafter, the employee shall be credited with sick leave.
 - C. An employee with fewer than five (5) years of service shall accrue sick leave at the rate of one (1) workday per calendar month, or 3.69 hours per biweekly pay period beginning 7/7/96.
 - D. An employee with five (5) or more but fewer than ten (10) years of service shall accrue sick leave at the rate of one and one-quarter workdays per calendar month, or 4.62 hours per biweekly pay period beginning 7/7/96.
 - E. An employee with ten (10) or more but fewer than twenty (20) years of service shall accrue sick leave at the rate of one and one-half workdays per calendar month, or 5.54 hours per biweekly pay period beginning 7/7/96.
 - F. An employee with twenty (20) or more years of service shall accrue sick leave at the rate of one and three-fourths workdays per calendar month, or 6.46 hours per biweekly pay period beginning 7/7/96.
 - G. There shall be no limit placed on the total accumulation of earned sick leave days.
- ii. A permanent part time employee earns leave on a prorated basis for their regularly assigned hours. For example a part time employee who works a half time schedule earns one-half of the regular accrual per pay period of sick leave; if the employee works four (4) days a week, the employee earns four-fifths of the regular accrual per pay period of sick leave.
- iii. When a permanent employee separates from state service, the entire amount of unused sick leave shall lapse. An employee rehired by the state shall not

receive credit for prior state service in establishing the rate of sick leave accrual, except in the instance of separation due to reduction in force or an employee who is restored to state service. A restored employee is one who is eligible for salary restoration under the terms of this Agreement. A restored employee or employee re-employed after separation due to reduction in force shall receive credit for prior state service in establishing the rate of sick leave accrual. An employee re-employed after separation due to reduction in force shall be credited with the amount of unused sick leave credit at the time of the employee's layoff. Credit for prior state service is limited to the approved service credit determined under the terms of this Agreement. The employee shall not, however, accrue sick leave credits for the period during which the employee was separated from state service.

- iv. Time spent on leave of absence without pay shall not be counted in determining the rates of sick leave accrual.
- v. Sick leave benefits may not be used by an employee prior to being credited to the employee's account.
- vi. Upon satisfactory completion of the first six (6) months of employment as a permanent employee, sick leave shall be granted on the basis of completed calendar months of service. A permanent employee shall not be penalized sick leave credit for any pay period during which the employee is off payroll less than or equal to 20 hours. However, an employee who is off payroll for more than 20 hours during a pay period shall not accrue sick leave for that pay period.

(b) Use of Sick Leave

- i. The use of earned sick leave credits shall be authorized by the supervisor for employees who are absent from work and unable to perform their duties because of illness, injury, or quarantine for contagious disease. Employees may request in advance the use of sick leave credits for the employee's and the employee's dependents' medical or dental appointments which cannot reasonably be made outside the employee's normal working hours. As long as the medical or dental appointments do not interfere with the employee's work assignments, the supervisor shall authorize the use of sick leave credits. The time within a pay period used for sick leave shall not count as time worked for overtime purposes. The use of sick leave within a pay period shall not effect overtime compensation paid for call in pay. The employee shall notify his/her supervisor or manager in advance as to the estimated length of time necessary for such medical or dental appointment and shall return to work as quickly as reasonably possible following completion of such appointment. Additionally, an employee who estimates the use of 10 or more consecutive days of sick leave shall, if reasonably possible, notify his/her supervisor or manager in advance as to the estimated length of such sick leave and shall update the supervisor if the leave will continue longer than the time estimated.

- ii. The use of sick leave credits may be authorized by a supervisor to permit a permanent employee to be absent from duty due to death or illness in the employee's immediate family. The use of sick leave for this purpose shall normally be limited to ten (10) workdays, which should be sufficient time in which to make funeral arrangements and to attend to family matters, or in instance of family illness, to arrange for continued care of the ill family member. In unusual or special circumstances, the Court Administrator or designee may authorize use of additional sick leave credits or allow the use of sick leave for instances where the immediate family is not involved. This provision should not be construed to limit any rights or benefits to which the employee is entitled under the Family Medical Leave Act.
- iii. An employee who has an accumulated sick leave balance shall be authorized its use although recovery and return to duty is impossible. However, periodically, at the request of the Court Administrator, the disability or illness and inability to perform job related duties must be certified to by a licensed physician or osteopath.
- iv. If a woman is unable to work because of pregnancy, miscarriage, abortion or illness resulting there from, she may use accumulated sick leave credits, under the same conditions which apply to other illnesses and disabilities. If the employee wishes to extend her period of absence beyond the time of physical disability for the purpose of child rearing, she may request use of accumulated annual leave, personal leave, compensatory time off, and/or she may request a leave of absence without pay pursuant to sub-section xi. hereof. A leave of absence without pay may also be requested if the employee does not have sufficient sick leave credit to cover the period of physical disability.
- v. An employee shall notify the supervisor no later than one (1) hour prior to the beginning of the scheduled workday, unless another protocol allowing for less notice has been established by a particular Court Manager, of the employee's inability to report to work due to illness unless the employee is physically unable to do so.
- vi. The supervisor may require the submission of a certificate from a physician or other evidence to justify the approval of sick leave or to ensure the employee is in good health and is able to perform the job without risk to the employee, co-workers, or the public. The Judicial Branch may require an employee to be examined at state expense by a physician chosen by the Judicial Branch to ensure the employee is fit to return to duty or to determine, in the case of an employee still on the job, the employee's fitness for duty.
- vii. An employee who misrepresents a claim for sick leave or shows a pattern of abuse of the use of sick leave shall be subject to disciplinary action including dismissal.
- viii. An employee shall not be charged sick leave for absence on a day observed as a holiday or an administrative holiday.

- ix. If, during a scheduled vacation, an employee becomes ill to the extent that hospitalization is required, the employee's absence from date of hospitalization may be charged to sick leave rather than annual leave. Similarly, if an employee becomes ill during a vacation and is confined at home or temporary residence for three (3) or more days pursuant to a doctor's order, as evidenced by a doctor's certificate, the period of confinement may be charged to sick leave rather than annual leave.
- x. When a permanent employee is awarded weekly compensation under the provisions of the Worker's Compensation Act or by the State Board on State Employee Benefits, the employee may be granted sick leave, or annual leave when sick leave credits are exhausted, to the extent of the difference between such compensation and the employee's regular weekly rate.
- xi. The supervisor may retroactively authorize the use of sick leave if the employee did not obtain proper approval and when the circumstances so warrant.
- xii. Use of Sick Leave – no employee who is out as a result of being on off-payroll status shall be allowed to return to work earlier than scheduled with the Judiciary if the effect of such early return would be to cause the Judiciary to be obligated to pay for two individuals doing the same job, provided however that any such employee shall provide the Judiciary a minimum of two weeks advance notice of the desire to return to work earlier than scheduled and shall be granted permission to do so in all other circumstances.

(c) Sick Leave Banks

- i. An employee who is unable to perform his or her duties because of an extended, non-job-related, illness or injury of more than ten (10) work days duration, and who has exhausted all accrued sick leave may be allowed to borrow up to ten (10) days of future sick leave accrual, with the approval of the Court Administrator or designee. Prior to borrowing sick leave, the employee must exhaust their own sick leave, the balance of any compensatory time accrued and one half of their accrued personal leave. Employees who borrow sick leave shall not accrue additional sick leave until the negative leave balance has been eliminated. Use of other types of accrued leave shall not be unreasonably denied if an employee with a negative sick leave balance is subsequently unable to perform his or her duties because of illness or injury. Any loan unpaid at time of termination of employment will be deducted from the employee's final two (2) paychecks. Factors considered when reviewing a request for leave time, including but not limited to: years of service, other leave balances, rate of leave accrual and past leave usage.
- ii. Long Term Disability Sick Leave Bank
 - A. Purpose

The Judicial Branch Long Term Disability (LTD) Sick Leave Bank is established for the benefit of all bargaining unit employees of the

Judicial Branch who are absent and unable to perform their duties because of a non-job related, long-term illness or disability, and who have, or will, exhaust all of their sick leave, whether or not the employee has contributed to the bank, or is expected to return to work.

B. Eligibility

Bargaining Unit employees of the Judicial Branch who have completed their original probationary period, including both full and part time employees, are eligible to donate to the Judicial Branch LTD Bank and to apply for use of sick leave from the Bank.

C. Donating Leave

Non-management personal leave and/or annual leave only may be donated to the Judicial LTD Sick Leave Bank. Employees may donate up to 100% of their personal leave balance, and up to 50% of their annual leave balance; however, employees must retain the equivalent at least 10 days of annual leave (normally 80 hours).

The Judicial Branch LTD Sick Leave Bank is operated on a continuing basis and an employee may donate leave at any time. There will be at least one formal donation drive each year and additional donation drives may be conducted as needed.

D. Application Process

Employees may apply to the Court Administrator for use of leave from the LTD Sick Leave Bank via applications which shall be available through the Human Resources Manager at the Court Administrator's Office. Employees applying for use of sick leave from the LTD Bank should apply as soon as they have information about the illness, including specific information as to the nature and duration of the illness or disability, and any medical certification that may be available (i.e. information from a health care provider regarding the diagnosis and/or prognosis). If for any reason the employee cannot disclose the nature of the illness or disability when completing the application for leave from the bank, the employee should contact the Human Resources Manager at the Court Administrator's Office.

Completed applications should be returned to the Human Resources Manager at the Court Administrator's Office, who will forward it to the Court Administrator for a decision. If approved, a memorandum of approval will be sent to the Payroll Division authorizing the use of the additional sick time.

E. Criteria for Applying to the LTD Bank

A long-term disability is defined as a physical or mental condition causing the employee to be unable to perform his or her duties, and

resulting in his or her absence from work for more than 30 continuous calendar days. The applicant must have previously exhausted all of his or her sick leave or anticipate exhausting his or her remaining balance during the absence. The applicant must also have previously borrowed the authorized ten (10) days of future sick leave accrual before becoming eligible to access the Long Term Disability Sick Leave Bank.

Requests are limited to a maximum of 13 weeks, although employees are not limited to one request. Employees are not required to pay back any leave granted from the Sick Leave Bank that they have used. However, employees are required to give back any unused sick leave that has been granted.

Factors considered when reviewing a request for leave time, including but not limited to: years of service, other leave balances, rate of leave accrual, past leave usage and the balance available in the bank.

F. Confidentiality

The Court Administrator has the right to request specific information relating to the nature and duration of the illness or disability. This information will be kept confidential.

G. Procedure for Confidentiality

No information will be placed in the Employee Personnel File, and there will be no computer records regarding requests for sick leave from the Bank. All information will be kept by the Human Resources Manager in a Sick Bank File, and will be destroyed after a two-year period.

The Sick Leave Bank is administered solely by the Human Resources Manager and the decision making authority rests solely with the Court Administrator. However, the Judiciary Unit Chair shall be advised on a quarterly basis concerning the status of the Bank and any decisions made with respect to requests during the preceding quarter. The Court Administrator and Human Resources Manager shall keep all information including names confidential.

(d) Responsibilities

i. The employee shall:

- A. Give the supervisor advance notice of absence due to illness if the employee has advance knowledge of the inability to perform the essential functions of the position.
- B. In other instances, notify the supervisor no later than one (1) hour before the beginning of the scheduled work day, if possible, of the employee's inability to report to work unless the work site manager has a protocol allowing less notice.

1) Notify the supervisor as soon as possible when time off from work is necessitated by a family emergency.

2) Obtain a doctor's certificate if requested by the supervisor.

ii. In case of a paid or unpaid medical leave of absence the supervisor shall:

A. In the instance of extended illness, keep informed as to the employee's ability to perform the essential functions of the position and anticipated date of return to work.

B. Ensure that sick leave is not misused, and if necessary, require submission of a doctor's certificate as to the necessity for the leave.

(e) Medical Expenses

If, in the performance of duty, an employee is exposed to contagious diseases or to persons who have contagious diseases, or to hazardous materials or chemicals, or is expected to be so exposed, the state will authorize and provide for the necessary medical examinations, inoculations or both at no cost to the employee.

2. Family Medical Leave – Except as specifically provided for in Section 1. above, the Judiciary will meet its obligations under the Federal Family and Medical Leave Act (FMLA) and Vermont's Parental and Family Leave Act (PFLA) as the same are amended from time to time. The entitlement to FMLA and PFLA benefits will be based upon a rolling twelve (12) month period following the first utilization thereof by a covered employee.

ARTICLE 24

OTHER LEAVE

1. Personal Leave –

(a) Non-management Employees

i. A non-management employee who in any fiscal three-month period commencing as of the first payroll period in July, October, January or April:

A. Does not use sick leave beyond eight (8) hours except that if any such employee provides the Judiciary with a written communication from a licensed medical doctor certifying that such employee has a serious medical condition which requires on-going medical care the eight (8) hour maximum shall not be applicable;

B. Is not off payroll, or on any type of leave of absence without pay or suspension without pay;

C. Completes original probationary period by the end of the three month period: shall be entitled to twelve (12) hours of personal leave. An employee who earns personal leave shall have that time credited to the

employee's account at the beginning of the next calendar three (3) month period. The use of personal leave days shall be administered in the same manner as annual leave. Personal leave days must be used in the same fiscal year in which they were credited to the employee's account. In the case of personal leave days earned for the April 1-June 30 period, the day must be used in the July 1-September 30 period. Personal leave days cannot be accumulated from fiscal year except as above, nor are they compensable in cash, or convertible to another form of leave.

- ii. In any event, no employee shall be entitled to earn more than forty-eight hours of personal leave per fiscal year under the terms of Section a) above.
- iii. Personal leave accrual and eligibility criteria shall be pro-rated, as appropriate for permanent part-time employees on the basis of their regularly assigned hours.
- iv. In addition to the ability to earn personal leave as described above, bargaining unit employees shall be credited with two personal leave days (JUSPL) as of the first payroll period of July 2020, and the first full payroll period of each fiscal year thereafter. Effective the first payroll period in July of 2022, employees in paygrade 22 and below will be annually granted an additional eight (8) hours of JUSPL for a total of 24 hours of JUSPL per contract year. The employee must use the JUSPL in the contract year it was granted, or it is lost.

JUSPL shall be taken by the employee at times mutually agreed upon by the employee and the supervisor. Unused JUSPL leave is not compensable in cash, shall not be convertible to other forms of leave, and shall not be accumulated from year to year. The use of JUSPL leave may be authorized retroactively by the supervisor if the employee did not obtain proper authorization and the circumstances so warrant.

(b) Professional Employees and Program Managers

Commencing with the first payroll period in July 2003, covered employees at pay grade 23 and above shall be entitled to personal leave days as prescribed in this subsection (b)(i). Provided, however, that all current covered employees in pay grades 21 and 22 who are presently receiving personal leave pursuant to this subsection shall continue to do so.

- i. Accrual
 - A. Employees who have fewer than five (5) years of continuous state service on any July 1 shall earn three (3) days of personal leave to use during each fiscal year.
 - B. Employees with at least five (5) but fewer than ten (10) years of continuous state service on any July 1 shall earn four (4) days of personal leave to use during each fiscal year.

- C. Employees with at least ten (10) but fewer than fifteen (15) years of continuous state service on any July 1 shall earn five (5) days of personal leave to use during each fiscal year.

Employees with fifteen (15) or more years of continuous state service on any July 1 shall earn eight (8) days of personal leave to use during each fiscal year.

Commencing with the first payroll period in July 2017, and the first full payroll period of fiscal years thereafter covered employees at pay grade 23 and above shall be entitled to personal leave days as prescribed in this subsection (b)(ii). Provided, however, that all current covered employees in pay grades 21 and 22 who are presently receiving personal leave pursuant to this subsection shall continue to do so.

- ii. Accrual

- A. Employees who have fewer than five (5) years of continuous state service on any July 1 shall be credited with four (4) days of personal leave to use during each fiscal year.
- B. Employees with at least five (5) but fewer than ten (10) years of continuous state service on any July 1 shall be credited with five (5) days of personal leave to use during each fiscal year.
- C. Employees with at least ten (10) but fewer than fifteen (15) years of continuous state service on any July 1 shall be credited with six (6) days of personal leave to use during each fiscal year.
- D. Employees with fifteen (15) or more years of continuous state service on any July 1 shall be credited with nine (9) days of personal leave to use during each fiscal year.

- iii. Use of Personal Leave

Personal leave shall be taken by the employee at times mutually agreed upon by the employee and the supervisor. Unused personal leave is not compensable in cash, shall not be convertible to other forms of leave, and shall not be accumulated from year to year. The use of personal leave may be authorized retroactively by the supervisor if the employee did not obtain proper authorization and the circumstances so warrant.

2. Military Leave -

- (a) Active Duty for Training

- i. A permanent employee entering the Armed Forces for active duty for training shall be granted a leave of absence without pay for the period of the active duty for training and for training for the employee's military occupational specialty. The employee shall be reinstated to the position provided that:

- A. The employee satisfactorily fulfilled the military assignment, and
 - B. The employee indicated the desire to return to the position upon completion of the active duty training.
- ii. A permanent employee returning to work following leave of absence for active duty for training shall be compensated at an amount at least equivalent to the base salary the employee was receiving at the time of departure. A returning employee shall be granted any salary adjustment to which the employee would have been entitled. The employee shall not be entitled to merit increases except as the guidelines relating thereto shall provide, and will not be eligible for the end of probation salary increase until the full probationary period is served.
 - iii. A permanent employee on leave of absence for active duty for training who returns to state employment in accordance with the conditions outlined above shall have that time counted in computing the total years service for purposes of determining the rate of annual and sick leave accrual and reduction in force rights. However, the employee shall not accrue those leave credits during the period of leave of absence.
 - iv. A permanent employee on leave of absence for active duty for training may receive service credits in the retirement system by special action of the Retirement Board.
 - v. A permanent employee on leave of absence for active duty for training may, at the employee's option, receive cash payment for accrued annual leave upon the commencement of employee's absence. Sick leave credits shall be retained in the employee's account upon the employee's return to active employment.

(b) Annual Training

A permanent employee who is a member of the Organized Reserve or National Guard shall be allowed military leave with pay at the rate of the employee's minimum compensation for annual training scheduled by military authority in any Federal Training Year - October 1 to September 30 up to a maximum of eleven (11) workdays. A permanent employee who has more than eleven (11) days of field training scheduled in one Federal Training Year shall be entitled to leave without pay for those days in excess of eleven (11), and shall be placed in an off payroll status, unless the employee elects to use accumulated annual leave, compensatory time, or personal leave credits for the period of absence. A permanent part-time employee shall be granted military leave with pay on a prorated basis.

(c) Miscellaneous Military Obligations

- i. A permanent employee ordered to take a selective service pre-induction physical examination shall be granted leave with full pay for time necessarily absent for the examination.

- ii. A member of the National Guard ordered to duty by the Governor for emergency or other reasons shall receive military pay differential in lieu of the employee's minimum biweekly compensation prorated for each workday involved.

(d) Inactive Duty Training

An employee shall not be granted leave with pay for any scheduled weekly or monthly training activities nor the "equivalent training" scheduled for the convenience of the employee. However, an employee whose work schedule conflicts with scheduled drills (for example, an employee whose regular work schedule includes Sunday) shall be granted time off either without pay or by use of the employee's annual leave credits, to satisfy military obligations.

(e) Responsibilities

Each employee shall notify the supervisor as soon as possible of scheduled military obligations and give a copy of the employee's military orders to the supervisor.

3. Court and Jury Duty –

It is the policy of the Judicial Branch to encourage employees to recognize and perform civic responsibilities.

An employee summoned as a witness in court or selected for jury duty shall be excused from work to perform that duty when the employee furnishes to the supervisor timely notice of subpoena or summons. It is the obligation of the employee to notify the supervisor as soon as the employee is notified of the appearance date.

(a) Job Related Court Appearances

Attendance at court in connection with an employee's official duties or where the state is a party to the case, shall not be considered absent from work. When an employee appears in court as a witness in connection with official duties, the employee shall be entitled to reimbursement of travel expenses in the same manner as the employee is reimbursed during the normal course of employment. The employee shall not be entitled to witness fees or witness travel expense reimbursement.

(b) Non-Job Related Court Appearances

An employee who has been absent from work because of jury duty shall be considered to have worked for the time spent on jury duty and shall receive normal compensation for the time of service. Employees do not have to use accrued leave for this purpose. The employee shall be entitled to receive reimbursement for mileage at the rate established for state employees. An employee who requests annual leave, personal leave, or compensatory time off, to appear voluntarily as a party or as a witness in a civil or criminal action shall be granted time off to the extent that the employee has accrued such leave time.

4. Arrangement for Death in Immediate Family -

Employees who experience a death in their immediate family, as defined by this Agreement, will be granted two days paid time off. The employee must notify their supervisor as soon as practicable and be approved for this leave before taking it. Employees who are approved for this leave will use the VTHR payroll code 'Paid Not Worked' (PDNW), or similar code to be designated by Human Resources. Such time shall not accrue from contract year to year.

ARTICLE 25

OFF PAYROLL AND OTHER LEAVES OF ABSENCE

Off Payroll and Other Leaves of Absence

(a) Leave of Absence

A leave of absence without pay may be granted to an employee who expects to return to work provided that, in the opinion of the Court Administrator, the leave of absence is for family reasons covered under 21 V.S.A, §470 et seq. or based on a legitimate need and not detrimental to the interests of the Judicial Branch. Unless specific permission is granted for unpaid leave by the Court Administrator or designee, no leave of absence without pay may be granted under the provisions of this article to a covered employee who has paid leave available which could be utilized for the leave of absence. The Court Administrator may spread out unpaid leave to minimize the adverse impacts of an extended leave period, but this must also involve the exhaustion of any paid leave entitlement.

i. Family Leave

A. For Medical Reasons

1) Employee

A leave of absence without pay for medical reasons shall be granted to enable a permanent status employee to recover from an extended illness or injury when the employee's accumulated sick leave has expired. If an employee is requesting a leave of absence for medical reasons, the Court Administrator may request the employee to provide a physician's certificate stating the reason for the medical leave and an estimate of the anticipated length of time the employee would need to recover. All medical leaves must have a definite period of time with an established date for return to duty. The employee should contact the Human Resources Manager at the Court Administrator's office for information concerning the continuation of benefits (i.e. medical, dental, etc.) for the duration of the leave of absence. An employee who seeks and is determined to be qualified for a disability retirement must, if requested by the Judiciary, submit to and be determined to be fit for duty by a physician hired and

paid for by the Judiciary if such employee wishes to continue working rather than retiring from Judiciary employment immediately following such determination.

2) Employee's Family

A leave of absence without pay shall be granted for a period not to exceed twelve weeks during any twelve month period to enable a permanent status employee to stay with the employee's family due to serious illness of or injury to a member of the immediate family or other family emergency. If the employee decides to use paid leave as part of the leave granted under this provision, the employee may use up to twelve (12) weeks of any accrued paid leave, including but not limited to, sick leave, annual leave and personal leave. For leaves of absence granted under this provision, the total paid and unpaid leave shall not exceed twelve weeks. At the employee's request, the Court Administrator may extend or shorten the leave without pay at his/her discretion.

B. For Parental Leave:

1) Childbirth

A leave of absence without pay shall be granted under the conditions set forth in this section to an employee during the period of physical disability due to pregnancy, child birth, miscarriage, abortion, or illness resulting there from if the employee has no or insufficient sick leave credit and does not wish to use accumulated annual or personal leave credits or compensatory time off. For those employees with sufficient accumulated sick leave, use of sick leave will be granted for a period up to six weeks following childbirth/delivery and it may be extended for the period of continuing disability by the Court Administrator. The Court Administrator may require a doctor's certificate regarding the continuing disability.

A leave of absence without pay or use of annual leave, personal leave, or compensatory time off, in any combination, shall be granted to an employee for a period up to four months for the purpose of child rearing. The combination of leaves of absence for the period of physical disability due to childbirth and child rearing may not exceed six months without the approval of the Court Administrator. This provision shall pertain to probationary as well as permanent status employees.

2) Adoption

A leave of absence without pay or the use of compensatory time off, personal leave or annual leave shall be granted for a period

up to six months during adoption proceedings of a child 16 years of age or younger and for subsequent child care.

C. Short-term Family Leave

Employees shall be entitled to take unpaid leave not to exceed four (4) hours in any thirty (30) day period or twenty-four (24) hours in any twelve month period for the following purposes:

- 1) to participate in preschool or school activities directly related to academic educational advancement of the employee's child, stepchild, foster child, or ward who lives with the employee, such as a parent-teacher conference.
- 2) to attend or to accompany the employee's child, stepchild, foster child or ward who lives with the employee or the employee's parent, spouse, civil union partner or parent-in-law to routine medical and dental appointments.
- 3) to accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being.
- 4) to respond to a medical emergency involving the employee's child, stepchild, foster child or ward who lives with the employee or the employee's parent, spouse, civil union partner or parent-in-law.

For purposes of taking leave under this section, the employee shall provide the supervisor with as early a notice as possible, except in the case of an emergency, in no case later than five days. Employees may use accrued annual or personal leave or compensatory time off.

ii. Other leaves of absence

- A. To permit an employee to accept temporary assignment with another unit of government in accordance with the provisions of the Federal Intergovernmental Personnel Act; or
- B. Any other justifiable reason at the request of the employee and with the concurrence of the Court Administrator.

1) General provisions governing leaves of absence

Unless specifically provided for elsewhere, the following provisions shall apply to all leaves granted under this section.

- 2) Serious illness means an accident, disease or physical or mental condition that poses imminent danger of death; requires inpatient

care in a hospital; or requires continuing in-home care under the direction of a physician.

- 3) An employee shall not be granted a leave of absence to accept a temporary or permanent position or to enter into a contractual agreement. The Court Administrator may waive this provision when it is in the best interest of the Judicial Branch.
- 4) An employee granted a leave of absence without pay shall not receive annual and sick leave credits for the period of absence, nor shall that time be counted in determining the rate of annual and sick leave accrual or for other compensation or employee fringe benefits that are based on length of service. The employee shall maintain his or her insurance during this leave of absence by paying the entire premium during the leave except in the instance of a medical leave of absence where the Judiciary will continue to pay the Judiciary's share of the health insurance premium. In the case of leaves of absence for family or parental leave, the employee will only be responsible for the employee's share of the benefits.
- 5) All leaves of absence must be approved in advance and must be for a definite period of time with an established date for return to duty. All requests for a leave of absence must be made in writing and approved in writing by the Court Administrator or designee. The Court Administrator or designee shall notify the employee of the decision within ten (10) business days of the request receipt. The employee or the employee's designee shall provide reasonable notice to the Court Administrator's Office of the need to extend leave.
- 6) The Court Administrator may grant a leave of absence for a period of more than ten (10) days up to twelve (12) months (see Off-Payroll status below) and may extend the leave of absence under the same conditions not to exceed an aggregate of eighteen (18) months in any five-year period of employment. However, an employee injured on the job and eligible for benefits under Worker's Compensation or from the Judiciary Board on Judiciary Employee Benefits may be granted leave for up to two years in a five year period.
- 7) An employee granted leave in accordance with the provisions of the Federal Intergovernmental Personnel Act shall be granted leave for a two-year period which may be extended for an additional two years. In the event a conflict arises between the provisions of this policy and the Intergovernmental Personnel Act, the provisions of the Act shall prevail.
- 8) If an administrative leave of absence without pay is granted, the Human Resources Manager at the Court Administrator's Office

shall contact the employee to give information concerning the continuation of benefits (i.e. medical, dental, etc.) for the duration of the leave of absence.

- 9) An employee who fails to return from a leave of absence on the scheduled return date shall be considered "absent without leave" and shall be subject to disciplinary action.
- 10) An employee who fails to return from a leave of absence, paid or unpaid for five (5) consecutive workdays after a leave is terminated, or a employee who is absent from work for five (5) consecutive workdays without calling in shall be considered to have voluntarily quit. This provision does not prevent discipline for absenteeism.
- 11) Upon return from leave taken, an employee shall be offered the same or comparable job at the same level of compensation, employment benefits, seniority or any other term or condition of the employment existing on the day leave began. This shall not apply if, prior to requesting leave, the employee had been given notice or had given notice that the employment would terminate. This shall not apply if the employer can demonstrate by clear and convincing evidence that:
 - A. During the period of leave the employee's job would have been terminated or the employee laid off for reasons unrelated to the leave or the condition for which the leave was granted; or
 - B. The employee performed unique services and hiring a permanent replacement during the leave, after giving reasonable notice to the employee of intent to do so, was the only alternative available to prevent substantial and grievous economic injury to the operation of the Judiciary.

(b) Off-Payroll

An employee's supervisor may grant time off payroll for short periods when it is necessary for the employee to be absent from duty and the employee has no accumulated leave credits. Off-payroll time ordinarily cannot exceed ten consecutive workdays. If an employee anticipates being unable to work for more than ten days, the employee must request a leave of absence under the provisions outlined above.

Covered employees shall be eligible for up to two voluntary off payroll days per contract year without pay upon receiving the approval of their Clerk or designee. Unused off payroll days under this provision shall not accumulate from year to year.

An employee who does not report for work or who is absent from duty during any portion of a workday and who does not have authorization for such absence shall be considered "absent without leave". Any such absence shall be without pay and, in addition, may be grounds for disciplinary action. However, an absence which is not authorized in advance later may be approved and leave granted retroactively if the circumstances warrant.

An employee shall not accrue annual or sick leave credit for any pay period during which the employee is off the payroll for twenty (20) or more hours. An employee who is off payroll on the scheduled workday or portion thereof immediately prior to or following the day observed as a holiday and who does not work on such holiday shall not be eligible for holiday compensation. An employee who is off payroll on the scheduled workday or portion thereof immediately prior to or following the day observed as a holiday and who does not work on such holiday shall not be eligible for holiday compensation. However this provision shall not apply to any voluntary and pre-approved off-payroll up to two (2) days per calendar year."

(c) Civic Duty Leave

Employees who serve as select person, city councilor, alderperson, village trustees, zoning board members, school board members, or board of civil authority members or the functional equivalent thereof may, subject to the operating needs of the Judicial Branch, be granted up to three days off per year without loss of pay for the purpose of conducting official business which cannot be accomplished outside the normal working hours. The Court Administrator or his designee must approve in advance the use of civic duty leave.

(d) Fire and Rescue Duty

An employee who is a member of a municipal fire department or rescue team reachable within a 30 minute drive from the employee's work location shall, subject to the operating needs of the Judicial Branch, be granted leave without loss of pay or benefits to answer emergency alarms or calls, not drills, within the employee's municipality or outside the employees' municipality as part of a mutual aid call or multiple alarm call or conflagration for which the employee is reasonably available and is called and has so notified the appointing authority to the extent practicable.

(e) Leave of Absence for Political Activity

i. Leave of absence to run for office

Subject to the operating needs of the Judicial Branch, and subject to any conflict of interest or any other legal barrier as may be determined by the Attorney General, and subject to the Hatch Act or any other applicable federal law, leave of absence without pay may be granted to run for any public office at the state, national or local level or to act in any such capacity if elected. Leave under this situation must be specifically approved in advance by the Court Administrator and the Chief Justice. No employee shall be discriminated against under this Section based on the employee's lawful political activity.

(f) Legislative Leave

To the extent authorized by 21 V.S.A. 496, and subject to any conflict of interest or legal barrier as may be determined by the Attorney General, the Hatch Act or any other applicable federal law, state employees shall be entitled to leave of absence in order to serve in the General Assembly. Leave under this situation must be specifically approved in advance by the Court Administrator and the Chief Justice.

(g) Political Activity

An employee shall not use his or her official authority for the purpose of interfering with or affecting the nomination or election of any candidate for public office. An employee shall not command or solicit in a coercive fashion from any other employee direct or indirect participation in any political activity or enforce or solicit in a coercive fashion contribution for any political party, organization or candidate. An employee shall retain his or her right to vote and express freely his or her opinion on all political subjects. An employee shall not be prohibited from participation in local community activities or from holding public office in the community in which the employee resides, provided that such activity does not conflict with Section 3.01 of the Rules and Regulations for Personnel Administration for the Executive Branch and the Federal Hatch Act.

ARTICLE 26

WORK ASSIGNMENTS

The operating needs of the Judiciary, may require the permanent re assignment of an employee to a different work location. If the reassignment is to a regular duty station outside a thirty five (35) mile radius of the employee's current duty station, measured by the shortest route on paved roads that does not include roads that are traditionally closed during the winter, and more than one employee hold the job title in that location, then Judiciary will consider qualified volunteers who possess the special skill or experience which fulfills the Judiciary's needs.

If no suitable volunteer is identified by the Judiciary within ten (10) workdays, the Judiciary will select, at its sole discretion, the qualified employee possessing the special skill or experience which fulfills the Judiciary's needs. The Judiciary will give four (4) week's prior notice of any such permanent re assignment and will try to accommodate those persons who need extra time to make the change or move. The Judiciary will also try to give additional notice of such changes or moves if feasible.

ARTICLE 27

MISCELLANEOUS PROVISIONS

Employment of Relatives in Non-Statutory Judiciary-Paid Positions

The anti-nepotism regulations of the Vermont Department of Personnel shall apply to employment of bargaining unit employees.

ARTICLE 28

EMERGENCY CLOSING

1. The Judiciary shall decide when, if and to what extent Court facilities shall remain open or closed during emergencies, such as adverse weather conditions, force majeure, equipment breakdown, inoperable bathroom facilities, extreme office temperatures, etc.
2. The Judiciary shall designate one person in each facility who will be responsible to call the Court Administrator or his/her designee if office, weather or other conditions exist which suggest closing is appropriate.
3. In facilities that must remain in operation despite emergency conditions, continued operations with a reduced work force may be authorized. In such instances, employees who are authorized to leave work early may do so without loss of pay or benefits. Employees who are required to remain at work shall receive compensatory time at straight time rates.
4. An employee who is unable to report to work due to weather or other emergency conditions shall have the absence charged against accumulated compensatory time or annual leave, in that order.
5. If the Judiciary authorizes the complete closing of facility for emergency reasons, employees who leave the workplace shall receive their regular pay for time they are out of the closed office. In the event that the facility is not closed, but an employee believes it is necessary to leave because of concern for personal safety, such a departure shall be permissible, but the time lost shall be deducted from the employee's annual or compensatory leave, as the Judiciary may determine.
6. Employees required by the Judiciary to work during complete emergency closings under (5) above, shall receive hourly pay at straight time rates for the hours so worked. This payment will be in addition to the employee's regular pay.

ARTICLE 29

SEPARABILITY

If any provisions of this contract, or the application of any provisions thereof to any person or circumstance, shall be held invalid by any court of competent jurisdiction, the remainder of this contract, or the application of that provision to persons or circumstances other than those as to which it held invalid, shall not be affected thereby.

ARTICLE 30

LABOR MANAGEMENT COMMITTEE

1. A Judiciary Labor Management committee consisting of not more than four members selected by the VSEA from among the bargaining unit and not more than four members selected by the Judiciary shall meet quarterly, unless otherwise mutually agreed upon, to discuss a mutually agreed agenda which may include methods of improving labor relations, productivity,

safety, and health problems of a continuing nature. The Committee shall also consider the development of appropriate employee evaluation forms and other problems which have an impact on conditions of employment; provided, however, these sessions are not for the purpose of discussing pending grievances or for collective bargaining on any subject.

2. The Labor/Management Committee shall also determine the appropriate appearance of the Judiciary blazers for Court Officers and Court Security & Screening Officers. Court Officers and Court Security & Screening Officers shall receive reimbursement or vouchers for the purchase of two (2) blazers upon hire, and one (1) blazer for each year thereafter before July 1. Existing practices with regard to the cleaning and maintenance of such blazers shall be continued. The annual sum of \$100 per Court Officer/Court Security & Screening Officer shall be allocated for this purpose.

3. The Court Administrator's Office shall comply with VOSHA and other State and Federal statutory safety and health requirements. Complaints over health and safety concerns may be referred to the Statewide Labor-Management Committee.

4. This Article is not intended to enlarge or diminish the rights and obligations of the parties as otherwise required by law to engage in collective bargaining, nor to prevent informal meetings between fewer than three representatives of each party.

5. Agreements which result from labor management discussions shall not produce any modifications to the collective bargaining agreement unless signed off by the VSEA's Director(s) and the Court Administrator. Participation in labor-management discussions shall not be construed as a waiver of the right of access to the collective bargaining process over mandatory subjects for collective bargaining.

6. A request to include work related items as agenda items for continuing discussion or recommendation shall be carefully considered and shall not be unreasonably denied.

ARTICLE 31

DURATION AND PROCEDURE FOR NEGOTIATING SUCCESSOR AGREEMENT

The duration of this Agreement shall be from July 1, 2022 to midnight June 30, 2024. The parties agree to meet not later than February 1, 2024 to commence negotiations concerning the successor agreement to commence July 1, 2024. The provisions of this Agreement shall become effective July 1, 2022, except as otherwise provided herein.

ARTICLE 32

EXPENSES REIMBURSEMENT

1. All Judiciary employees, when away from home and office on official duties, shall be reimbursed for expenses incurred for lodging, meals and incidentals, at the applicable rate established by the General Services Administration ("GSA") for that location.

2. In state mid-tour meals are not reimbursable expenses, except for lunches after an overnight stay when away from home and official duty station. Judiciary employees participating in meetings, seminars, conventions, training or conference sessions shall be reimbursed meal

expenses incurred provided the meal is a necessary part of a prearranged or programmed meeting in which all participants are served from a pre-selected menu with no control over the cost of the meal. "Necessary" means the employee must attend the meal and the employee must pay for the meal. In certain cases, when an in-state lunch is not the mid-tour meal and is otherwise eligible to be reimbursed under this Article, will be reimbursed at the applicable GSA rate for that location.

3. Employees shall be expected to make a reasonable effort to procure lodging and meals with as little expenses as possible while not unreasonably sacrificing personal convenience and comfort.

4. Reimbursement for other work-related expenses not covered above arising from emergency or other unusual circumstances will be made at the discretion of the Judiciary only after application for reimbursement is made by the employee in writing. Such application will include the nature and amount of the expense, the date on which it occurred and full written justification for the reimbursement.

5. When an employee is away from home or work station, the cost of a dinner may be reimbursed when the employee is eligible to claim lodging or is required to work well beyond the normal dinner hour.

ARTICLE 33

MILEAGE REIMBURSEMENT

1. For authorized automobile mileage actually and necessarily traveled in the performance of official duties, a Judiciary employee using their own vehicle shall be reimbursed at the rate established by the GSA. The normal commute distance between an employee's home and his/her official duty station shall not be deducted from mileage incurred in the course of business.

- (a) Prior to the start of the 2018 fiscal year and prior to the start of each fiscal year thereafter, the Judiciary shall identify those bargaining unit employees who, based on their assignments, are likely to exceed 15,377 miles. The Judiciary will assign a state vehicle to these employees. At the time the Judiciary notifies an employee that it is assigning the employee a state vehicle, the employee shall identify any extenuating or unusual circumstances that may affect their utilization of a state vehicle. Based on those circumstances, the Judiciary, at its sole discretion, may opt to waive or raise the mileage expense reimbursement limit, or otherwise address those circumstances.
- (b) If the Judiciary notifies a bargaining unit employee in writing that they are likely to exceed that 15,377 mile limit, and if said employee declines an assignment of a state vehicle, then any automobile mileage incurred by a judicial employee using their own vehicle in the performance of official duties in excess of 15,377 miles shall not be reimbursable. A bargaining unit employee who has not been notified by the Judiciary and has not been assigned a state vehicle shall not be subject to the mileage expense reimbursement limit.
- (c) An employee who is assigned a state vehicle is expected to utilize that vehicle for the entirety of the fiscal year, absent an emergency or change of assignment.

2. The Labor-Management Committee shall be utilized as a discussion vehicle for exploring the suggestions of both parties concerning energy conservation, reduction of energy costs and appropriate incentives therefore.

ARTICLE 34

DEFINITIONS

Unless a different meaning is plainly required by the context, the following words and phrases mean:

ADMINISTRATIVE HOLIDAY – a workday on which the Chief Justice officially closes Judicial Branch offices except those operations which must maintain essential services.

ALLOCATION – the determining of the classification of a new position. See also **REALLOCATION**.

ANNUAL TRAINING – annual active duty for training limited to a maximum of eleven workdays in a calendar year for a member of an organized reserve or the National Guard.

ANNUAL LEAVE – paid authorized absence for vacation or personal convenience.

APPOINTING AUTHORITY – the person authorized by statute, or lawfully-delegated authority, to appoint and dismiss employees.

APPOINTMENT - the designation of a person as an employee.

AREA OF RESPONSIBILITY – a specific region or locale, together with the employees stationed therein, which region and employees are served by a single steward.

ARMED FORCES – United States Army, Navy, Marine Corps, Coast Guard, Air Force, and all reserve units, and the National Guard, including the Air National Guard.

ASSIGNMENT – the placing of a new class in pay grade. See also **REASSIGNMENT**.

CLASS – one or more positions sufficiently similar as to the duties performed, degree of supervision exercised or received, minimum requirements of training, experience, or skill, and such other characteristics that the same title, the same test of fitness, and the same pay grade may be applied to each position.

CLASSIFIED EMPLOYEE – an employee of the Judiciary who is hired in the classified service.

CLASSIFICATION PLAN – the arrangement of positions into separate classes and the ranking of the classes in relative order.

CLASSIFIED POSITION – a position in the Judicial Branch which is assigned to a class.

CONTINUOUS STATE SERVICE – uninterrupted service by an employee; authorized military leaves, educational leaves and other authorized leaves of absence shall not be an interruption of service.

DAYS – Business days unless otherwise specifically indicated as calendar days.

DEMOTION – As defined in Article 16, §2(g) as the same may be amended from time to time.

DIVISION – A component of the Judicial Branch headed by a Director.

EMPLOYEE – as defined in Chapter 28 of T. 3 V.S.A., as the same may be amended from time to time.

ESSENTIAL SERVICES - services which must be continued in order to ensure the safety and welfare of the residents and property of the State and the convenience of the public.

EXAMINATION – all the tests including, but not limited to, written tests, ratings of training and experience, oral boards, performance tests, probationary periods and any authorized extensions thereof.

HOURS ACTUALLY WORKED – (see TIME ACTUALLY WORKED).

IMMEDIATE FAMILY – Shall be the employee's father, mother, spouse, civil union partner, son, daughter, brother, sister, stepchild, ward of the employee who lives with the employee, foster child, grandparent, grandchild, or spouse's father, mother, son, daughter, brother, sister, step child, grandparent, and grandchild, foster child, ward who resides with the spouse, or any person residing with the employee.

JURY DUTY – the day or part of a day when an employee serves as a juror, is examined for jury duty or is required to report to the court as a prospective juror.

LACK OF WORK – when (1) there is insufficient funds to permit the continuation of current staffing; or (2) there is not enough work to justify the continuation of current staffing.

LAY OFF – the separation of a classified employee due to lack of work or otherwise pursuant to management rights.

LEAVE OF ABSENCE – the means by which an employee may be absent from his/her position without pay for a period of time in excess of ten workdays.

LIMITED STATUS – that condition which applies to an employee who has completed an original probationary period and is occupying a limited service classified position. An employee with limited status is entitled to all the rights and privileges of a permanent status employee except reduction in force and reemployment.

MILITARY PAY DIFFERENTIAL – the difference between the employee's base salary received from the State of Vermont and base pay received from the military, if any.

MINIMUM QUALIFICATIONS – the lowest level of skills, experience and educational qualifications.

NORMAL WORKING HOURS – the hours between the beginning and ending of an employee's regularly scheduled shift.

PAY GRADE – one of the established ranges within the total compensation plan for which a minimum and maximum rate is provided. Each class is assigned to a pay grade.

PERMANENT STATUS – that condition which applies to an employee who has completed an original probationary period and is occupying a permanent classified position.

POSITION – a group of current duties and responsibilities normally requiring the full-time or part-time employment of only one person.

ORIGINAL PROBATIONARY PERIOD – that working test period, normally six months from effective date of appointment, plus any extensions, during which the employee is expected to demonstrate satisfactory performance of job duties.

PROMOTION – a change of an employee from a position of one class to a different position of another class assigned to a higher pay grade.

REALLOCATION – change of a position from one class to another class.

REASSIGNMENT – the change of a class from one pay grade to another pay grade. See also **ASSIGNMENT**.

RED-CIRCLED – the freezing of an employee's salary between steps or above the maximum of a pay grade to which an employee is assigned.

REDUCTION IN FORCE – a reduction is the layoff of a classified employee from employment due to lack of work or otherwise pursuant to management right.

REGULAR HOURLY RATE – the amount of money obtained by dividing an employee's basic weekly salary by 40.

RESTORATION – as set forth in Article 16, §2(b)iii of the Agreement as the same may be amended from time to time.

SENIORITY – the length of continuous Judicial Branch Service.

SICK LEAVE – as set forth in Article 19, §6 of the Agreement, as the same may be amended from time to time.

SPECIFICATION – a written description of the nature, level of responsibilities, required skills, and minimum qualifications for a class.

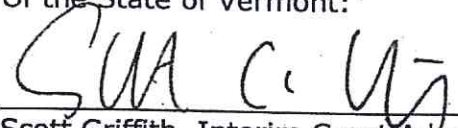
TIME ACTUALLY WORKED – authorized time spent by an employee in the actual performance of assigned job-related duties, or on annual leave, compensatory time off, at a grievance hearing at the request of the State, unworked holidays, paid Association leave time and personal leave. "Hours Actually Worked" is defined the same as "Time Actually Worked."

WORKDAY – a regularly scheduled day of work which shall begin at the time the employee's regular and normal work schedule begins and continues for twenty-four consecutive hours. For filing procedure and prior notice purposes the terms "Workday(s)" and "Business day(s)", as

referred to in this contract, shall be considered to be Monday through Friday, excluding legal and administrative holidays and the day after Thanksgiving.

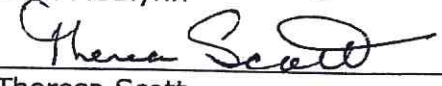
IN WITNESS WHEREOF, the Judiciary Department of the State of Vermont and the Judiciary Bargaining Unit of the Vermont State Employees' Association hereby execute this Agreement by the duly authorized representatives as of the day above first written.

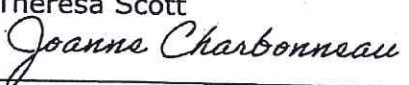
For the Judicial Department
Of the State of Vermont:


Scott Griffith, Interim Court Administrator

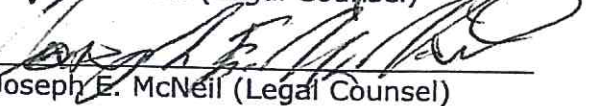

Gregg Mousley


John McGlynn

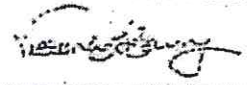

Theresa Scott


Joanne Charbonneau

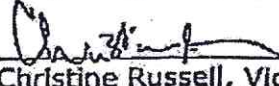

Susan Gilfillan (Legal Counsel)


Joseph E. McNeil (Legal Counsel)


For the Judicial Bargaining Unit of the
Vermont State Employees' Association, Inc.

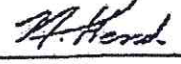

Victoria Barry (Chair)

Bargaining Team:

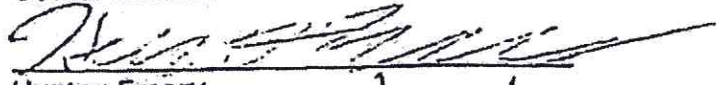

Christine Russell, Vice Chair


Shannon Sheehan



Debra Stevens



Naomi Henderson


Daniel Gwozdz


Hunter Emery


Steve Howard (VSEA)


Brian Morse (VSEA)


Tim Belcher (VSEA Legal Counsel)

Appendix A

Pay Plan for 2022-2023

Appendix II (Effective Date July 3, 2022 - July 1, 2023) (CLS Pay Plan)

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
5	10.84	11.11	11.49	11.83	12.20	12.60	12.94	13.33	13.74	14.10	14.44	14.87	15.22	15.65	16.06
6	11.10	11.55	11.93	12.31	12.66	13.08	13.43	13.88	14.26	14.67	15.05	15.46	15.88	16.26	16.73
7	11.53	12.02	12.42	12.77	13.18	13.53	14.04	14.41	14.88	15.24	15.67	16.10	16.53	16.96	17.47
8	11.97	12.56	12.94	13.33	13.74	14.14	14.57	15.05	15.53	15.93	16.32	16.79	17.19	17.67	18.17
9	12.56	13.08	13.47	13.92	14.35	14.79	15.22	15.72	16.17	16.63	17.07	17.56	17.99	18.53	19.02
10	13.06	13.53	14.07	14.46	14.91	15.38	15.89	16.37	16.88	17.38	17.75	18.27	18.76	19.27	19.82
11	13.58	14.18	14.71	15.16	15.64	16.11	16.63	17.12	17.65	18.16	18.62	19.13	19.70	20.20	20.74
12	14.23	14.87	15.35	15.85	16.29	16.85	17.43	17.95	18.53	19.03	19.52	20.07	20.57	21.16	21.73
13	14.88	15.54	16.10	16.60	17.11	17.63	18.21	18.76	19.37	19.95	20.49	21.03	21.60	22.19	22.79
14	15.58	16.26	16.86	17.44	17.96	18.55	19.11	19.72	20.33	20.91	21.49	22.03	22.69	23.32	23.95
15	16.32	17.07	17.67	18.23	18.84	19.48	20.07	20.69	21.36	21.95	22.61	23.20	23.82	24.47	25.18
16	17.12	17.93	18.56	19.13	19.75	20.39	21.06	21.72	22.41	23.04	23.71	24.38	25.03	25.74	26.46
17	18.01	18.84	19.52	20.13	20.79	21.48	22.13	22.80	23.57	24.27	24.93	25.65	26.38	27.15	27.88
18	19.03	19.85	20.55	21.24	21.93	22.65	23.40	24.09	24.92	25.63	26.35	27.10	27.80	28.58	29.42
19	20.00	20.96	21.69	22.40	23.15	23.90	24.66	25.44	26.28	27.03	27.77	28.54	29.36	30.15	31.03
20	21.10	22.03	22.86	23.59	24.42	25.19	26.02	26.89	27.76	28.52	29.31	30.14	31.01	31.92	32.78
21	22.29	23.32	24.16	24.94	25.77	26.62	27.47	28.39	29.31	30.14	31.01	31.92	32.78	33.76	34.70
22	23.55	24.66	25.55	26.40	27.25	28.19	29.10	30.08	31.03	31.93	32.80	33.78	34.73	35.72	36.76
23	24.93	26.10	27.12	27.95	28.88	29.81	30.81	31.89	32.87	33.85	34.78	35.76	36.82	37.86	38.92
24	26.42	27.70	28.70	29.63	30.63	31.67	32.68	33.80	34.94	35.92	36.93	37.95	39.04	40.19	41.31
25	28.02	29.36	30.48	31.46	32.54	33.57	34.70	35.91	37.07	38.11	39.24	40.28	41.44	42.67	43.94
26	29.79	31.18	32.38	33.43	34.56	35.70	36.87	38.11	39.38	40.51	41.72	42.86	44.09	45.37	46.71
27	31.70	33.17	34.48	35.59	36.79	37.97	39.27	40.59	41.90	43.12	44.35	45.63	46.92	48.29	49.70
28	33.60	35.25	36.64	37.83	39.16	40.40	41.76	43.15	44.60	45.90	47.25	48.55	50.03	51.49	52.98
29	35.95	37.66	39.11	40.39	41.75	43.14	44.59	46.11	47.61	49.01	50.43	51.88	53.42	54.90	56.49
30	38.30	40.15	41.68	43.06	44.51	46.00	47.56	49.13	50.77	52.27	53.76	55.35	56.94	58.61	60.34
31	40.90	42.82	44.51	46.00	47.56	49.13	50.77	52.52	54.27	55.89	57.48	59.18	60.91	62.63	64.49
32	43.72	45.81	47.57	49.14	50.83	52.54	54.34	56.21	58.08	59.78	61.49	63.31	65.16	67.05	69.02

Appendix B

Pay Plan for 2023-2024

To Be Available Upon Publication By The Executive Branch

APPENDIX C

OPTIONAL TELEWORKING ARRANGEMENT

1. Overview

- (a) "Telework" is an arrangement that gives an employee an approved alternative, generally the employee's home, to working at an assigned workspace.
- (b) All requests to telework, require the approval of the Court Administrator or designee.
- (c) Not all job duties are appropriate for telework, and not all positions or units will be able to telework as easily as others. Departments will assess business operations to determine which positions and employees are appropriate to telework, and the limits of the remote telework model.
- (d) Telework is a voluntary choice of the employee, provided at the sole discretion of the Court Administrator or designee and may be terminated at any time with two weeks' notice by either party.
- (e) A decision whether to grant a request to telework is not subject to appeal or a grievance. If the Judiciary determines to end a telework arrangement, the employee's sole recourse is to file a Complaint under Article 14.
- (f) *Ad hoc*, non-recurring or occasional telework does not require a teleworking agreement but does require supervisor approval. Ad hoc telework, upon the request of an employee, may be used with supervisor approval for continuity of operations such as inclement weather, environmental catastrophe, or public health emergencies.

2. Employee Requirements

- (a) The employee has reviewed the Judiciary Flex-work request form and agreed to abide by its terms and conditions.
- (b) The employee has completed the Judiciary Flex-work request form including specifying the percentage of their work schedule to be performed remotely.
- (c) Employees engaged in telework will comply with all existing job requirements, including, but not limited to, performance expectations/standards, policies, procedures, laws, applicable collective bargaining provisions, and applicable security and confidentiality requirements.

If an employee is expecting to telework on a day that the employee's duty station closes due to inclement weather, the employee is not required to work.

- (d) The teleworking employee has access to high-speed internet and adheres to the Judiciary Technology Service Center procedures for equipment and information security standards.
- (e) The employee requesting teleworking is responsible for all costs including internet, WiFi, electricity, phones, lighting, chair and work surface.
- (f) The employee is accessible and reachable on short-order using the predetermined communication method(s) set with their supervisor (telephone, Teams, chat, email, etc.) during scheduled work hours.
- (g) A telework schedule is not an alternate work schedule; employees are expected to be available during established work hours.
- (h) Employees must maintain their workspace in a reasonably safe and secure condition. If Employee sustains a work-related injury, the State's workers' compensation laws and rules apply. Employee remains responsible for following the established procedures to report such an injury and complete/process required forms.
- (i) The employee must be available to return to their assigned duty station on short notice if required by their supervisor (i.e. events such as onsite training, team meetings or to meet business need). The Judiciary shall not be arbitrary capricious in making a decision to require an employee to return to their duty station.

3. Conditions for teleworking

- (a) Positions eligible for teleworking can have no more than 20% of the primary job duties be dependent upon location at a Judiciary business site.
- (b) The supervisor has reviewed the employee's telework application and has determined it is not inconsistent with business operations.
- (c) The supervisor has developed clear measures of performance for the employee working remotely from the unit and department.
- (d) The supervisor confirms the employee has adequate office supplies and equipment at the telework location.
- (e) If authorized for telework, the supervisor works with the employee to:
 - Establish clear performance expectations.
 - Identify ways to communicate and the frequency of communications.
 - Provide frequent and ongoing feedback.
 - Establish reporting expectations.
 - Manage by results and sets expectations.
- (f) The initial request to telework, if approved, will have a planned end date of July 1 of the following year. Thereafter, telework arrangements must be reviewed and re-approved annually by June 30 of each year. However, as noted in 1(d) above, either

party may terminate a telework arrangements with two weeks' notice.

- (g) The Judiciary shall not be liable for injuries to members of Employee's family and/or third parties which occur on Employee's premises, nor for the injuries to Employee which occur outside of the scheduled workday or outside the scope of employment.
- (h) The Judiciary retains the right to retrieve equipment or other Judiciary property from the alternate worksite once a demand for the return of the property has been refused.

APPENDIX D

POLICY AND PROCEDURE REGARDING ELECTRONIC COMMUNICATIONS AND INTERNET USE

I. PURPOSE

The following policy and procedures are established regarding electronic communications and internet use. Internet services and e-mail capabilities are a resource to facilitate the work of the Judiciary. This policy provides for use by authorized Judiciary employees.

II. POLICY

Employees shall not use, or attempt to use Judicial personnel, property or equipment for their private use or for any use not required for the proper discharge of their official duties. This policy allows a limited degree of personal use of Judiciary telephones for private calls when such use meets certain guidelines. Similar allowances will be applied to internet services and email capabilities where personal use meets all of the following tests. Personal use will be allowed only if all of the following are met:

1. The user must be authorized to use the equipment by management. Managers will exercise reasonable discretion in determining which employees will be denied personal use of internet services, including when such use is denied because of abuse or violation of this policy.
2. The use must not interfere with an employee's performance of job duties.
3. The use must not impose a burden on State resources as a result of frequency or volume of use.
4. The use must not otherwise violate this policy, including the prohibition on access of sites that include potentially offensive or disruptive material. The fact that the use occurs in a private setting or outside of scheduled work hours does not affect this prohibition.

The Judiciary purchases Internet services for use by the Judiciary to meet the operational and programmatic needs of the Judiciary. This policy provides guidelines for acceptable access and use and prohibits any Internet use by Judiciary employees that violates Federal or State laws or regulations.

As defined by this policy, systems and information are Vermont Judiciary property. All systems and information therein are, and shall remain, the property of the Vermont Judiciary, subject to its sole control. The Judiciary owns all legal rights to control, transfer, or use all or any part or product of its systems. All uses must comply with this policy. Nothing in this policy shall be construed to abridge any rights of the Judiciary to control its systems, their uses or information. This policy does not impair the right and obligation of the Judiciary to limit access to systems and records that contain information that is subject to any statutory, regulatory, or common law

privilege or obligation to limit access, nor does it alter the Judiciary's rights or obligations under the Vermont public records law (1 V.S.A. § 315, et seq.).

The Judiciary has full control and access as defined below:

Control. An appointing authority of the Judiciary reserves and intends to exercise all rights relating to information used in its systems. The Judiciary may trace, review, audit, access, intercept, block, restrict, screen, delete, recover, restore, publish or disclose any information at any time without notice.

Access. Passwords, scramblers or various encryption methods may not be used without Judiciary approval, access and control. No user may attempt to access, copy, forward, delete, or alter the messages of any other user without Judiciary authorization. The Judiciary's system may not be used to attempt unauthorized access to any information system.

III. DEFINITIONS

"Judiciary" means the Judicial Branch of the State Government.

"Judiciary systems" or "systems" means all software, electronic information devices, interconnections, intranet and technical information related to them. Systems include other systems accessed by or through those devices, such as the Internet, e-mail, or telephone services. Systems include designs, specifications, passwords, access codes and encryption codes.

"Electronic communications" means electronic mail and Internet service access.

"Information" means information of any kind, used in any way, in Judiciary systems. Examples include messages, communications, e-mails, files, records, recordings, transmissions, signals, programs, macros, and data.

IV. GUIDELINES FOR GENERAL USE OF SYSTEMS AND INTERNET SERVICES

1. Employees with access to systems or the Internet have the responsibility not to disclose their access codes or passwords.
2. No employee shall send e-mail that is, or appears to be, sent from another employee's e-mail or that attempts to mask identity.
3. Judiciary employees must conform to reasonable professional standards for use of Internet services as detailed in this guideline. This includes a prohibition against any activity that impairs operation of any Judiciary computer resource. Such activities include, but are not limited to, sending junk mail or chain letters, injecting computer viruses or mass mailings via email.
4. Employees must respect intellectual property rights at all times when obtaining information over the Internet. Copyrighted or licensed information shall be used only with full legal right to do so.
5. Use of the Internet is for Judiciary business. The only exception is for personal use that fully complies with the limited personal use described by this policy. Any use

that is not for Judiciary business or authorized limited personal use consistent with this policy may result in revocation of Internet access, other appropriate administrative action, or disciplinary or corrective action.

6. Use of Judiciary systems or printers for offensive or disruptive purposes is prohibited. This prohibition includes profanity, vulgarity, sexual content or character slurs. Inappropriate reference to race, color, age, gender, sexual orientation, religions, national origin or disability is prohibited.
7. The Judiciary has the right to monitor the systems and Internet activities of employees. Monitoring may occur, but is not limited to, occasions when there is a reason to suspect that an employee is involved in activities that are prohibited by law, violate Judiciary policy or regulations, or jeopardize the integrity and/or performance of the computer systems of the Judiciary. Monitoring may also occur in the normal course of network administration and trouble-shooting, or on a random basis. The Judiciary must ensure that systems administrators and technicians involved in monitoring, or who otherwise have access to systems and records that contain information that is subject to any statutory, regulatory, or common law privilege or obligation to limit access, are appropriately trained on the requirement to respect such privilege or confidentiality and directed to do so.
8. Use of fee-for-service providers is not allowed unless the necessary approvals and funding have been obtained in advance. An employee who obligates the Judiciary to pay for services without prior approval may be held personally liable for those costs and may be subject to disciplinary action up to and including dismissal.
9. Prohibited activities also include, but are not limited to, the following: lobbying public officials or asking others to lobby in their behalf, printing and/or distributing information from the Internet that is obscene, potentially offensive, harassing or disruptive.
10. Using or allowing others to use Judiciary Internet services or e-mail accounts to conduct transactions or advertising for a personal profit-making business is strictly forbidden.