

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES/ SERVICE
EMPLOYEES INTERNATIONAL UNION, LOCAL 500
AND
MASSACHUSETTS TRIAL COURT**

This Memorandum of Understanding is entered by and between the National Association of Government Employees/Service Workers, Local 500 ("NAGE" or "Union") and the Massachusetts Trial Court ("Trial Court") as follows:

WHEREAS, the Trial Court implemented the *Policy to Require Vaccine Reporting & Weekly Testing for Unvaccinated Staff* on September 8, 2021;

WHEREAS, NAGE filed SUP-21-8777 alleging that the Trial Court failed to bargain this policy and the Department of Labor Relations found probable cause that the Trial Court failed to bargain the implementation of the policy;

WHEREAS the Trial Court and NAGE have subsequently engaged in bargaining regarding the implementation of this policy;

NOW THEREFORE, the Union and the Trial Court agree as follows:

1. Paid Leave

- The Trial Court agrees to provide four (4) hours of paid leave to employees for the purpose of receiving COVID-19 vaccine "booster shots." Employees who demonstrate that they have already received the booster shot prior to execution of this agreement will be provided this leave in the form of compensatory time, regardless of when they received that shot. Following the execution of this agreement, employees will be afforded compensatory time only for time taken during the work day.
- The Trial Court agrees to comply with applicable state or federal legislation providing emergency paid leave related to COVID-19 under the conditions set forth therein.

2. Testing

The Trial Court agrees to accept results of FDA approved or Emergency Use Authorized self-tests (which meet the requirements outlined in Appendix A for

purposes of compliance with the testing mandate). The Trial Court agrees to maintain a list of qualifying tests on its Courtyard. Employees must receive authorization from Human Resources prior to using a test that is not listed as approved on the Courtyard.

- In those circumstances where an employee subject to mandatory testing requirements takes a test at least 36 hours prior to the deadline for submission, but through no fault of his/her own does not receive the results in time, the employee shall twice be permitted to use up to two (2) days of his/her available paid leave, including one (1) day of sick leave.

3. Verification

- Employees may verify their vaccination status through vaccination cards or through documentation from their medical provider on their medical provider's letterhead which includes all of the information which would be reflected on the vaccination card. The Trial Court reserves the right to confirm the authenticity of such notes with the medical provider.

4. Positive Test

- A fully vaccinated employee who tests positive for the virus will be permitted to work remotely, if feasible. A fully vaccinated employee who has a close contact with someone who has tested positive for the virus may be permitted to work remotely, if feasible.

5. Termination

- This Agreement will terminate on May 15, 2022. The parties, through mutual written consent, may terminate or extend the duration of the Agreement at any time.

6. Dispute Resolution

- Any disputes arising out of this Agreement may proceed to Step 3 of the grievance process, save employee discipline which may proceed to arbitration.

7. Fully Vaccinated

- The parties agree that the term "fully vaccinated" for the purposes of this agreement will include all doses recommended by the CDC to include booster shots when those shots are widely available. The parties agree to meet and discuss implementation of booster shot requirements to discuss issues such as verification, notice, and timeframe to receive shots, as well as any other related issue.

8. SUP-21-8777

- NAGE will withdraw SUP-21-8777 from further proceedings at the Department of

Labor Relations.

FOR NAGE, Local 500



Date: 1-19-22

FOR THE TRIAL COURT



Date: 1-19-22