

**MEMORANDUM OF AGREEMENT
BETWEEN THE
MASSACHUSETTS TRIAL COURT (EMPLOYER)
AND
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

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

Whereas, On July 24, 2020, the Governor of Massachusetts issued a travel order (Order) to support the Commonwealth's COVID-19 response.

Whereas, the Order addresses self-quarantining and COVID19 testing when traveling to Massachusetts from certain designated areas.

Whereas, the parties seek to protect the health of Trial Court employees and ensure the Trial Court's ability to deliver justice and maintain its operation.

Now, therefore, the Parties agree to the following:

1. All employees, prior to travel, must inform either their immediate manager of any travel to/from any designated area, including the period of travel.
2. Prior to such travel, employees must schedule a COVID-19 test promptly for their return and inform their immediate manager of the date of such test
3. Upon return from such travel, employees must promptly test for COVID-19. The parties agree that there may be situations other than vacation travel (including but not limited to the death of a family member; or the need to provide or assist in the care of a gravely ill family member) requiring an employee to travel to a designated area. Such situations may qualify for reimbursement of the affected employee's co payment for the COVID-19 test and the parties agree to discuss and resolve such situations on a case by case basis.
4. Prior to returning to work at a Trial Court workplace from such travel, employees must provide verification that they tested negative for COVID-19, and must self-certify that they are not currently experiencing any symptoms consistent with COVID-19. Employees should utilize the Travel Attestation Form, attached hereto, for such self certification.
5. Employees must not report to any Trial Court workplace until they are cleared by their immediate manager to return to the workplace, which, with a negative COVID 19 test result, will be within twenty-four hours of submission of the test result. Employees must

use their own earned, accrued and available benefit time (vacation, sick, personal or comp time) to cover their absences from work during the period between their return to Massachusetts and clearance to return to work ("waiting period") unless the employee is eligible for and requests use of emergency paid sick leave under the federal Families First Coronavirus Response Act; provided, however that the Trial Court will pay an employee for the one day on which the COVID-19 test is administered to them. Teleworkers (i.e., those employees previously approved for teleworking) may telework to cover their waiting period.


6. Provided the employee complies with the requirements herein including, without limitation, prior to travel providing notice of travel to a designated area and scheduling a COVID-19 test promptly for their return, any permissible use of sick time by an employee to cover the waiting period shall not be deemed an abuse of the use of sick time and shall not count number of hours used in determining eligibility for a bonus vacation day under the CBA.

7. Although the designated areas in the Order currently include all areas other than the New England states, New York, New Jersey and Hawaii. The term "designated area" as used herein shall include all areas other than the New England states, New York, New Jersey and Hawaii. The Parties agree that the "designated areas" referenced herein will be deemed updated and/or changed consistent and commensurate with updates and/or changes made by the Governor to the travel guidelines.

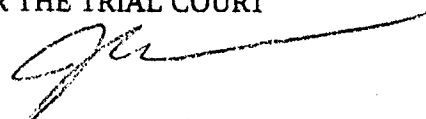
8. This Agreement is without prejudice, and shall not constitute or create any practice or precedent, with respect to any other matter that has or may arise between the Unions and the Trial Court, and may not be used or cited by the Parties in any other forum or proceeding, except to enforce the terms of this Agreement. Further, this Agreement does not constitute any alteration or amendment of the language in the CBAs.

9. Compliance with this Agreement's requirements does not eliminate any employee's obligation to comply with the Governor's Travel Order and any amendments or changes of the Order.

FOR NAGE,


8/5/20

FOR THE TRIAL COURT


8/5/20



TRAVEL ATTESTATION FORM

EMPLOYEE CONTACT INFORMATION

First Name* Last Name*

US Mobile phone* Email address*

Home address*

Departure date from MA* Arrival date into MA*

COVID-19 TEST STATUS AND QUARANTINE STATUS

I certify that at least one of the following is true: (Choose 1)*

- I have received a negative test result for COVID-19 on a specimen taken no longer than 72 hours prior to my arrival, consistent with Massachusetts Department of Public Health Guidance
- I have quarantined for 14 days from my return arrival into Massachusetts

COVID-19 HEALTH STATUS

Health Certification*

By clicking, I certify I do not currently have COVID-19 symptoms; have not had close contact with anyone in the last 14 days who is confirmed or suspected to have COVID-19; will wear a mask while in public, as required by Massachusetts law; and will maintain 6 feet of physical distance from others.

Attestation

By submitting this form, I hereby attest, under penalty of law, that all the information I have provided is true and accurate to the best of my knowledge.