MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, LOCAL 5000 AND MASSACHUSETTS TRIAL COURT

This Memorandum of Understanding is entered by and between the National Association of Government Employees, Local 5000 ("NAGE" or "Union") and the Massachusetts Trial Court ("Trial Court") as follows;

WHEREAS, the Parties recognize that gas costs have reached levels not contemplated by the parties when negotiating their current collective bargaining agreement covering July 1, 2021 to June 30, 2023;

WHEREAS, the parties wish to compensate employees equitably;

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

- 1. Section 12.03: The parties agree that effective April 3, 2022, employees who are traveling in a manner that is eligible for reimbursement under Section 12.03 of the contract will be reimbursed at a rate of fifty-eight and one-half cents (\$0.585) per mile. This rate may be unilaterally adjusted by the Trial Court, but the rate may not be adjusted such that it is lower than the contractual rate of forty-five cents (\$0.45) a mile. Employees and NAGE will be provided a thirty day notice of the effective date of any reduction in the mileage rate.
- 2. **Termination:** This agreement may be terminated unilaterally by the Trial Court or it will terminate with the expiration of the parties current collective bargaining agreement on July 31, 2023, unless the parties agree to extend it. Employees and NAGE shall be given a thirty day notice of the effective date of termination of this Agreement in the event the Trial Court

choses to terminate pursuant to this paragraph prior to the expiration of the parties' current collective bargaining agreement.

FOR NAGE, Local 5000

FOR THE TRIAL COURT

ate: 3/29/21 Date: 3/29/22