

**Memorandum of Agreement**  
**Between**  
**THE COURT ADMINISTRATOR OF THE**  
**TRIAL COURT OF THE COMMONWEALTH OF MASSACHUSETTS (EMPLOYER)**  
**AND**  
**THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**  
**INTERNATIONAL UNION, LOCAL 5000 (UNION)**

The Employer and the Union in an effort to modernize job descriptions and create compensation and classification structures reflecting market competitiveness agree, following negotiations, to replace the current Classification and Compensation Plan. To effectuate this change, the parties agree as follows:

1. A new classification and compensation plan will be implemented on January 27, 2025. Job titles and pay bands are attached in Appendix A of this agreement and will replace appendixes A, B, and C of the parties' collective bargaining agreement.
2. Job Descriptions will be finalized by the parties within 30 days of this agreement and appended to the agreement as Appendix B. The parties agree to update Section 10.01 of the collective bargaining agreement to mirror the titles included within Appendix B of this agreement.
3. The specific enumerated "physical demands" included within the job descriptions are applicable to employees hired following the implementation of the new classification and compensation plan on January 27, 2025. Ability to perform the essential functions of a position for employees hired prior to January 27, 2025 will be ascertained on a case by case basis through a review of the individuals job duties.
4. All NAGE employees will crosswalk to the new classification and compensation (Segal Salary Plan) plan on January 27, 2025 by moving to the salary for their position on the plan that is closest to but not less than their salary at implementation or to Step 3 of the plan, whichever is higher. There will be no appeals to placement on the new classification and compensation plan. Anniversary dates for step increases will not be impacted as a result of the crosswalk.
5. Employees hired following January 27, 2025, will be placed at Step 3 of the classification and compensation plan unless and until the employer notifies the union that based on the economic climate or market analysis it will be reverting to the contractual language and hiring new employees at Step 1. The employer agrees that it will meet at the union's request to discuss such a change prior to any reversion.
6. All new employees hired after implementation will accrue vacation at a rate of 3 weeks per year. All current employees who have less than 4.5 years of service as of the date of implementation will begin to accrue vacation at a rate of 3 weeks per year upon implementation.
7. Following implementation, any new position proposed for the NAGE bargaining unit will be placed on the classification and compensation plan by using the SEGAL job evaluation tool which measures 8 job factors: Formal Education, Work Experience, Management/Supervisory, Human Collaboration, Freedom to Act & Impact of Actions, Knowledge & Skills, Fiscal Responsibility and

Working Conditions. The Employer will notify NAGE of the result of the 8 point evaluation and engage in good faith negotiations should the union so request.

8. Employees reclassified within their job group (ie. ACO I to ACO II; COI to CO II to COII, PO I to POII) will continue to be reclassified in the same manner, as reflected in the collective bargaining agreement. Employees promoted outside of their job group (eg. COIII to ACCO) will advance to the Step in that pay grade that is closest to their current salary and at least 5% more than their current salary.

In witness thereof our hands and seals this \_\_\_\_\_ day of June 2024,

For the Employer:

For the Union:

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Thomas Ambrosino  
Court Administrator

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David J. Holway  
NAGE, National President

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James P. McDonagh  
ACHRO for Labor Relations

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Mark D'Angelo  
NAGE, Chief Negotiator