

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COMMONWEALTH OF MASSACHUSETTS  
AND  
THE NATIONAL ASSOCIATION OF  
GOVERNMENT EMPLOYEES  
UNIT 6**

**TECHNICAL PAY LAW AGREEMENT**

Pursuant to the December 2006 agreement regarding the compensation of employees under the Technical Pay Law (TPL), the Commonwealth and National Association of Government Employees (NAGE) Unit 6 agree to the following:

1. Employees appointed to TPL positions on or before January 1, 2000 shall be assigned an underlying position in the job grade to which they were assigned on January 1, 2000 unless the employee has since been promoted in which case the employee shall be assigned to the higher grade. For the purposes of this section the term "promotion" shall be defined as a demonstrable change in job functions including the assignment of significantly more complex technical duties.
2. Employees appointed to TPL positions after January 1, 2000 shall be assigned an underlying job grade as follows:

TPL A employees shall be assigned to job grade 14

TPL B employees shall be assigned an underlying position of grade 14 if their TPL salary on October 6, 2006 was below the then maximum salary for pay grade 14 and shall be assigned to grade 16 if their October 6, 2006 exceeds the then maximum salary for pay grade 14. Employees appointed to TPL B positions after October 6, 2006 shall be assigned an underlying position of grade 14 if their TPL salary was below the then maximum salary for pay grade 14 and shall be assigned to grade 16 if their TPL salary exceeds the then maximum salary for pay grade 14.

3. Once assigned a grade level, all employees shall be assigned an underlying step as determined by individual work history. In accordance with paragraphs 4 and 5 of the December 2006 agreement, employees hired directly into TPL positions shall be considered to have started at step one upon their initial entry into a TPL title, regardless of any recruitment rate that may have been applied at date of hire. However, the base, non-TPL step placement of an employee promoted into a TPL position or from one TPL position to a higher TPL position shall be determined utilizing the promotion factor specified in Article 12 of the Unit 6 Collective Bargaining Agreement. The step placement of the employee's underlying position shall advance from year to year in the same manner as non TPL

employees, unless the Commonwealth is able to demonstrate that there are performance-related concerns that would have otherwise retarded the employee's salary.

4. Employees shall be notified directly by the Human Resources Division of their underlying grade and step placement. Employees and/or the union shall have thirty (30) days within which to contest the assignment of the grade and/or step. Any request for review of such assignments shall be directed to the Office of Employee Relations (OER); OER shall issue a decision on any such appeal within thirty days its receipt.
5. An employee who, after review by OER, continues to be aggrieved by his or her assignment to a grade and/or step/title shall have the opportunity to have the assignment reviewed by a neutral third party selected jointly by the parties. The review shall take place in an expedited manner, and the result of the review shall be binding upon the parties. The review shall be limited to the question of whether the employee was assigned to the correct grade and step. If the neutral decides that the employee should be placed in a different grade or step, the Commonwealth will adjust the employee's title and salary accordingly. The parties will develop specific procedures concerning the conduct and method of the review, with the understanding that said procedures shall be developed in the spirit of the expedited arbitration provisions set forth in Appendix D of the current Agreement. The parties agree that the establishment of this review procedure shall apply only for the initial assignment of current employees to grades and steps, and shall thereafter be disbanded.
6. Employees assigned to fixed bargaining unit grades/steps shall be eligible for step and/or base salary increases negotiated as part of successor Unit 6 collective bargaining negotiations if the employee's TPL salary falls below the step he/she would have been eligible to receive had she/he not been subject to the discretionary TPL salary plan. The employee shall become eligible for step and/or other negotiated base salary increases when a calculation of the employee's actual years of service in the fixed bargaining unit title indicates that the employee's TPL salary has fallen below the corresponding step in range salary set forth in the then-current Agreement. However, if an employee receives a subsequent TPL salary adjustment that places the employee's salary above his/her applicable base step, the employee shall not then be eligible for negotiated step or salary increases, unless the employee's TPL salary again falls below the base level salary.
7. Employees hired, promoted or transferred into TPL positions on or after the effective date of this Agreement shall be assigned an underlying grade of 12, 14 or 16 as determined by their job functions and duties. The Commonwealth and Union shall meet periodically to review and discuss the development of job specifications. Once titles are established, the Commonwealth and the Union shall bargain over the assignment of pay grades and salary ranges to underlying titles.

8. The Commonwealth shall continue to have full and unfettered discretion in establishing TPL salary bands, and salary increases for individual TPL employees, including but not limited to the size of the increase to be applied to employees, as well as the criteria and methodology employed in the establishment of said salary increase(s). The Commonwealth's exercise of discretion as described in this section shall be consistent with the provisions of Chapter 177 of the Acts of 1983.
9. A request for funding necessary to implement the terms of this agreement, in conjunction with the predecessor December, 2006 agreement, shall be submitted to the Legislature no sooner than June 1, 2008 and in the first supplemental appropriation request for which funds are available. In the event that affected employees receive sums due to them on or prior to October 1, 2008, the retroactive effective date of the salary adjustments shall be December 1, 2006. If the full payment is made after October 1, 2008, salary adjustments shall be retroactive to October 6, 2006.
10. The terms of this agreement shall apply to the instant matter, and shall not serve as a precedent in any other matter. The terms of this agreement are not grievable or arbitrable, except with respect to the enforcement of its terms.

For the Commonwealth:

For the Union:

Mal E. O'Leary

Andrea M. Goldrick  
Gregory E. Fozzyan