

In the matter of

and

**COMMONWEALTH OF MASSACHUSETTS,  
Secretary of Administration and Finance,  
Respondent**

**SUP-16-5362**

WHEREAS, the Respondent, the Commonwealth of Massachusetts, Secretary of Administration and Finance (“ANF”) and the Charging Party, the National Association of Government Employees (“Union”) are parties to collective bargaining agreements (“CBAs”) for Statewide Bargaining Units 1, 3 and 6 with the terms July 1, 2014 to June 30, 2017, and

WHEREAS, Article 12.10 of these CBAs set forth a fixed amount to be expended in fiscal years 2015, 2016, and 2017; and

WHEREAS, ANF sought appropriations to fund the amounts referenced in Article 12.10 of the CBAs, and the Legislature has funded those appropriation requests; and

WHEREAS, ANF has additionally sought an appropriation to fund projected quarter point costs in FY 2018 in House 1, which was not been funded by the Legislature; and ANF has filed a Supplemental Budget request for an appropriation to fund the same projected quarter point costs; and

WHEREAS, ANF and the Union desire to settle in an amicable manner all claims which have arisen regarding the facts and circumstances giving rise to the above-captioned matter;


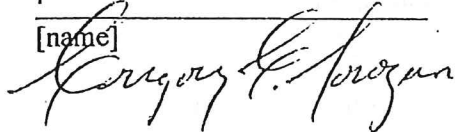
NOW THEREFORE the parties have agreed upon the following terms and conditions:

1. The Commonwealth shall increase the current annual reimbursement for bar dues (\$155) to 100% (exclusive of the access to justice fee) for those employees in the following titles: Counsel I, II, III, and DOR Tax Counsel effective upon the signing of this agreement. This reimbursement shall be retroactively effective to calendar year 2015 for those employees who received reimbursement at the previously applicable rate.

2. The Commonwealth shall contribute the amount of \$225,000 as a one-time payment to the education component of the trust fund.
3. In consideration of the above, the Union hereby withdraws the unfair labor practice charge entitled National Association of Government Employees and Commonwealth of Massachusetts/Secretary of Administration and Finance SUP-16-5362, with prejudice. The Union further waives any and all claims arising out of, or relating to the allegations and events which have been raised or which could have been raised in support of the unfair labor practice charge entitled National Association of Government Employees and Commonwealth of Massachusetts/Secretary of Administration and Finance SUP-16-5362.
4. The parties agree that the purpose of this settlement is to fully resolve this controversy between the parties and this Agreement constitutes the full and final settlement of any and all claims related to this controversy. Neither party waives any arguments that it may have regarding the unfunded appropriation request for FY 2018.
5. It is understood and agreed that this Agreement does not constitute any admission by the Respondent to any wrongful or unlawful action whatsoever, and that this Agreement shall not be construed as such an admission.
6. The parties further agree this Agreement shall pertain to the instant case only and shall not serve as precedent for any other case pending or to be brought. The Agreement shall not be admissible in any forum, except for the purposes of enforcing its terms.
7. This Agreement may not be modified, amended or otherwise affected except by a writing signed by all parties hereto.

For the Charging Party:

For the Respondent:

  
\_\_\_\_\_  
[name]  
  
\_\_\_\_\_  
[name]

7/28/2017  
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Date

  
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[name]

7/28/17  
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Date