

Settlement Agreement

Background

The Department of Energy (DOE), Rocky Flats Field Office (RFFO) (DOE, RFFO and/or Employer) and the American Federation of Government Employees, AFL-CIO, Local 1103 (AFGE, Local 1103 and/or the Union) at the DOE, RFFO address of Golden, Colorado recently filed a series of Unfair Labor Practice Charges related to matters involving RFFO's decisions to conduct a Reduction in Force effective November 1, 2003, and to provide RFFO employees Voluntary Separation Incentive Pay (VSIP) and/or Voluntary Early Retirement Authority (VERA) offers concurrent with the RIF requiring a separation date on or before October 30, 2003. The Union requested RFFO to extend the dates for these actions until the end of December 31, 2003. RFFO's agreement to these date extensions will afford as many as 80 employees or over 70% of the July 2003 baseline staff, to remain as RFFO employees for more than two months after the current RFFO effective date. In consideration of such concession and the settlement of the Unfair Labor Practice Charges described herein and the Union's request for a Temporary Restraining Order, the parties will take several actions to mitigate the impact of maintaining the excess staff for an extended period of time and to ameliorate the substantial burden for RFFO operations and mission as a result of the extended RIF effective date.

The descriptions of the Unfair Labor Practice Charges settled by this Agreement are:

- 1) Filed by the Union dated July 31, 2003 claims management issued general RIF notices to the unit employees without bargaining or agreement with the Union.
- 2) Filed by the Union dated July 31, 2003 claims that management issued "buy out" notices to unit employees without bargaining or agreement with the Union.
- 3) Filed by the Union dated August 5, 2003 claims management entered into intra-agency agreement with the Department of the Interior, Minerals Management Service, Rocky Mountain Region Cooperative Administrative Support Unit, National Business Center, and DOE Savannah River Office, to perform certain functions present performed by unit employees represented by the Union.
- 4) Filed by the Union dated August 5, 2003 claims management issued unit employees a buyout application without prior notice to or bargaining with the Union.
- 5) Filed by RFFO dated July 25, 2003 claims the Union's lack of bargaining in good faith and the Union's interference with Management's rights.

Settlement Agreement and General Release

The Department of Energy (DOE), Rocky Flats Field Office (RFFO) (DOE, RFFO and/or Employer) and the American Federation of Government Employees, AFL-CIO, Local 1103 (AFGE, Local 1103 and/or the Union) at the DOE, RFFO address of Golden, Colorado, also jointly referred to as the parties, stipulate to and enter into the terms and conditions to mutually agree as follows:

- A. The Parties specifically agree to the following actions and dates:
- 1) Informational Notice (General Notice) provided to employees on July 30, 2003.
 - 2) Specific Notice will be provided to RIF affected employees on August 27, 2003. ICTAP eligibility for displaced employees will be included within the Specific Notices issued on August 27, 2003.
 - 3) Separation date for employees under VERA and/or VSIP will be on or before December 31, 2003.
 - 4) Effective date for the RFFO RIF will be January 10, 2004.
 - 5) The Union waives any rights to negotiation on the remaining dates within the RIF timeline and further waives negotiation on changes to the timeline dates, except for those listed in 1) through 4) above, to accommodate the RIF processing by the Office of Personnel Management (OPM).
 - 6) Upon execution of this Settlement Agreement and General Release (agreement), employee separation dates will be revised in accordance with the terms provided herein.
- B. RIF Groundrules describes the management approach and procedures to be used with OPM to conduct the RIF. The Union waives negotiation on these RIF Groundrules and their implementation.
- C. The Employer agrees to comply with the statutory and regulatory requirements for conducting a RIF.
- D. The parties agree that the Employer will proceed with the irrevocable Voluntary Separation Incentive Pay (VSIP) and/or Voluntary Early Retirement Authority (VERA) (also referred to as "Buyout") offers concurrent with the RIF. The Union agrees that it will forbear from filing any grievances, Unfair Labor Practices or any other administrative or judicial action related to the VSIP or VERA. The Employer acknowledges an employee's right, however, to file their own actions. The Employer further agrees that the employee's separation date, based on the employee's commitment on the Buyout form for the VSIP and/or VERA agreement, will be flexible on the employees' setting a separation date on or before December 31, 2003.
- E. RFFO intends to allow employees maximum latitude in selecting separation dates on or before December 31, 2003, under VERA or VSIP, as well as supporting voluntary placement of employees to reduce involuntary RIF separations. The Union acknowledges that this may create short-term, skill gaps. The Union agrees that RFFO may make use of other DOE offices, other Federal agencies, or support

contractors to fill these gaps, as needed in the estimation of RFFO. The Union waives negotiation on RFFO actions for such acquisition of resources outside RFFO staff and further agrees to forbear from filing any Unfair Labor Practice Charge, grievance, or any administrative or judicial claim related to such actions by RFFO.

- F. This settlement agreement resolves impact and implementation bargaining issues for the announced RIF and related workforce transition actions. Based on this agreement, the Union agrees to waive any further RIF bargaining rights and that the Union will not seek to bargain or negotiate any of the terms, conditions, impacts or implementation related to the Collective Bargaining Agreement Articles 35, Reduction in Force and Transfer of Function, and Article 47, Workforce Planning. The Union further agrees that based on this settlement agreement the Employer is released from any duty or obligation to further bargain or negotiate with the Union on matters that are the subject of this agreement.
- G. RFFO has provided RIF training during the week of August 4, 2003 and subsequent training and counseling sessions with OPM representatives are planned to aid employees with workforce transition after the Specific Notices are distributed. The Union waives negotiation on the RIF training and counseling sessions provided by RFFO through OPM.
- H. RFFO will comply with government-wide rules and regulations, and the DOE Career Transition Assistance Plan currently in effect, to administer various placement programs and incentives. This includes Reemployment Priority List development and post-RIF hiring preference rules. Based on this agreement RFFO is released from further collaborative effort on a workforce transition plan.
- I. The parties agree that any Competitive Service employee receiving a Specific Notice will be detailed to the Legacy Project at their current grade. The parties also agree that any Excepted Service employee receiving a Specific Notice will be detailed from their current Position Description to the Legacy Project through January 10, 2004 unless earlier separated. Detail of these employees may begin as early as September 7, 2003. The Union waives negotiation on employee details to the Legacy Project.
- J. RFFO anticipates that the post-RIF organization will have very few Supervisors of Record. As RFFO begins initial steps for post-RIF reorganization, the parties agree that either RFFO or DOE Headquarters (EM-3 Cadre) employees may be utilized as non-Supervisory leads in the post-RIF organization.
- K. RFFO anticipates that employees' workspaces may be relocated to consolidate for vacancies left by departing or separating personnel and to support effectiveness of the post-RIF staff and organization or the Legacy Project. RFFO will retain the right to define available workspaces and to assign workspaces for Supervisors, Management Officials, Team Leads (including EM-3 Cadre Leads), and various regulatory and oversight staff. RFFO will use Article 39, Space, of the CBA for assignment of bargaining unit employee workspaces.

- L. The Union acknowledges and agrees that the terms and conditions, and execution of this settlement agreement does not constitute mid-term bargaining and will not compel the parties to engage in mid-term bargaining actions.
- M. The Union and the Employer agree that execution of this agreement settles any RIF-related Unfair Labor Practice charges, Federal Service Impasses Panel actions, and requests for a Temporary Restraining Order (TRO) or Priority Investigation.

Michael Little
Chief Negotiator
AFGE 11th District
National Representative

Frazer Lockhart
Chief Negotiator
U.S. Department of Energy
Rocky Flats Field Office

Dated: _____

Dated: _____