

**SETTLEMENT AGREEMENT  
BETWEEN  
FOREST SERVICE MANAGEMENT  
AND  
NATIONAL FEDERATION OF FEDERAL EMPLOYEES (NFFE)**

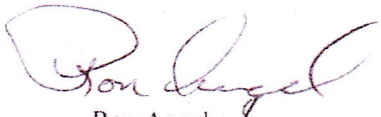
This Settlement Agreement (Agreement) made by and between the USDA Forest Service (Management) and the National Federation of Federal Employees, Forest Service Council (Union), hereafter referred to as "the Parties", constitutes a full and final settlement of any and all issues raised in the following petitions filed by the Union with the Federal Labor Relations Authority (FLRA): SF-RP-11-0029, DE-RP-11-0014 through DE-RP-11-0018 and DE-RP-11-0020. It also addresses the issue nationally for similar supervisory firefighter positions across the Forest Service consistent with Title 5 U.S.C., Part III, Subpart F, Chapter 71, Section 7103. The Parties agree resolution of this matter is in their mutual best interests and have agreed to set forth the terms of this Agreement in writing.

1. The Parties agree that generally all supervisory firefighter positions grade GS-9 and below, except Fire Management Officer (FMO) positions, supervise less than a preponderance of their time and are eligible to be included in the bargaining unit (BU), consistent with 5 USC 7103(a)(10). Likewise, the Parties agree that generally all supervisory firefighter positions grade GS-10 and above and all FMO positions supervise for a preponderance of their time and are excluded from the BU. Exceptions to this presumption will be addressed on a case-by-case basis following the procedures in Article 1 of the 2010 Master Agreement.
2. Management agrees that Human Resources Management (HRM) will change BU status codes for all non-FMO supervisory firefighter positions as indicated in paragraph 1 that are within the NFFE BU to BU status code 2009. This will be accomplished by October 31, 2011 on a region-by-region basis, starting with Region 1 and done in numerical sequence of the regions. If extenuating circumstances prevent HRM from meeting this deadline, HRM will notify the Union as soon as it is known or anticipated the deadline will not be met; the notice will include the reason(s) for the delay and an anticipated date of completion. Although not enforceable by this Agreement, the Parties acknowledge this is an issue beyond the scope of the NFFE BU and HRM will correct BU status codes for supervisory firefighter positions eligible for inclusion to other bargaining units or where no bargaining unit exists (BU status code 7777), as appropriate, as soon as possible. This will be accomplished in conjunction with the NFFE BU positions.
3. Management agrees that HRM will correct position descriptions (PDs) for all non-FMO supervisory firefighter positions as indicated in paragraph 1, to state the position is "eligible for the BU". This will be accomplished by October 31, 2011. If extenuating circumstances prevent HRM from meeting this deadline, HRM will notify the Union as soon as it is known or anticipated the deadline will not be met; the notice will include the reason(s) for the delay and an anticipated date of completion.
4. Management agrees that if HRM receives a Request for Payroll Deduction for Labor Organization Dues (SF-1187) from an employee in a position that should be included in the BU based on paragraph 1, but the corrective actions in paragraph 2 have not yet been accomplished, HRM will take the actions to correct the employee's BU status code and process their SF-1187 at the time it is received, rather than await the corrective actions for

their respective region. In these situations, the actions to correct the BU status code and process the SF-1187 will be consistent with the timelines and procedures in Article 39 of the 2010 Master Agreement.

5. The Union agrees to submit a request to the FLRA to withdraw the following petitions submitted for positions in Region 1: SF-RP-11-0029, DE-RP-11-0014 through DE-RP-11-0018 and DE-RP-11-0020. This will be accomplished within 30 days of the signing of this Agreement.
6. The Parties further agree:
  - a. Any subsequent changes to a position's BU status will be done in accordance with Article 1 of the 2010 Master Agreement.
  - b. This Agreement will be revisited one year from its signing to address any concerns with or changes to its terms or implementation.
  - c. To cooperate in good faith to complete implementation of this Agreement and abide by the terms of this Agreement. If a Party believes the other has not fully complied with one or more terms of this Agreement, that Party or his/her representative shall make a good faith effort to contact the other Party to discuss and seek correction of any compliance or implementation issues before taking formal action. This does not affect any time limits for taking further action.
  - d. The terms of this Agreement may not be used by any other party to justify or request similar terms and resolution.
  - e. The Parties are entering into this Agreement voluntarily, without coercion or duress, and they fully understand the terms of this Agreement.
  - f. This Agreement becomes effective the date the last person listed below signs and dates this Agreement and will be in effect throughout the implementation of the terms of this Agreement.

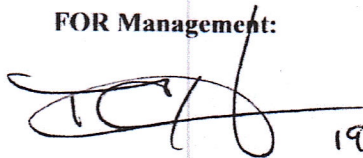
**FOR the Union:**



Ron Angel  
Council Vice President  
Northern Region

7-19-2011  
Date

**FOR Management:**



Tom Harbour  
Director  
Fire and Aviation  
Management

19 JULY 2011  
Date