

## **GRIEVANCE SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”), made by and between Forest Service Council-National Federation of Federal Employees (Union), and the United States Forest Service (USFS), collectively “the Parties,” constitutes a full and final settlement of any and all alleged issues raised in the grievance filed on April 25, 2022.

The Parties agree that resolution of this matter is in their mutual best interests and have agreed to set forth the terms of this Agreement in writing. This Agreement is authorized under 5 USC 71 and Article 9 of the Master Agreement.

### **1. The Agency Agrees:**

- a. As follow-up messaging from Inside the Forest Service message to all Forest Service employees regarding employees return to work notice sent on April 22, 2022, Management will send a follow up email notice to National Federation of Federal Employees (NFFE) communicating the following:
  1. Subject header: “Notice: Return to the Physical Workplace and Specific Directions for NFFE Represented Employees
  2. Reiterate the return to the office date of June 6, 2022, and
  3. The process to request an exception as stated in the MOU and as follows: “If employees are unable to meet the return-to-work date due to extenuating circumstances (e.g., unavailability of dependent care, household members at high risk for COVID-19, or other circumstances), they may request flexibilities through Article 42 of the Parties’ Master Agreement.”

### **2. The Union Agrees:**

- a. To withdraw the grievance filed on April 25, 2022, and any and all other related grievances, appeals, or complaints that have been filed, if applicable.

### **The Parties Agree:**

- a. To cooperate in good faith to complete implementation of this Agreement and abide by the terms of this Agreement. If a Party believes that 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.
- b. The terms of this Agreement may not be used by any other individual to justify or request similar terms and resolution.
- c. If a Party believes that another Party has failed to comply with the terms of this Agreement, the Party may:
  1. File a new step 1 grievance requesting that the terms of the settlement agreement be specifically implemented, OR
  2. Reinstate the grievance at the next step from where the settlement occurred, if applicable. Either 1 or 2 above must be done within 30 days following the date on which the grievant knew or should have known of alleged noncompliance.

3. The Parties are entering into this Agreement voluntarily, without coercion or duress, and that they fully understand the terms of this Agreement.

4. The effective date of this Agreement is the date that the last person listed below signs and dates this Agreement.

\_\_\_\_\_  
Shawn Patterson, NFFE-FSC President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Antoine L. Dixon, Deputy Chief for Business Operations

\_\_\_\_\_  
Date