

## **PARTIAL SETTLEMENT AGREEMENT**

Between

The General Services Administration (GSA) and the National Federation of Federal Employees (NFFE)

This Settlement Agreement is entered into between the General Services Administration (GSA or Agency) and the National Federation of Federal Employees Council of GSA Locals (Council). The Council also referred to the "Union" and all of the Parties as the "Parties." This partial settlement covers only GSA positions and excludes any positions falling under the jurisdiction of the Department of Homeland Security (DHS), Federal Protective Service (FPS).

On February 21, 2002, Local 1705 filed a grievance with the GSA alleging violations of the Fair Labor Standards Act (FLSA) for bargaining unit positions classified at the GS-14 and below grade levels. On February 27, 2002, Local 1642 filed an identical grievance. The Union later amended each of the grievances identified above. Since the filing of those grievances, the Parties engaged in partial settlement negotiations in an effort to narrow the scope of the grievances.

**Now Therefore, the Parties Mutually Agree as Follows:**

### **1. Ordered and Approved Overtime**

The Agency agrees to pay all NFFE GS-9 and below employees previously designated as Exempt under the Fair Labor Standards Act (FLSA), as identified in the GSA Payroll Report covering the period of February 1999 through January 25, 2003, the difference between what they were paid under the Title V capped rate of overtime and what they would have been entitled to be paid under the FLSA (one and one-half times their regular rate of pay), going back two years to February 27, 2000, the start of the pay period closest to the date the first grievance was filed (February 21, 2002) and going forward liquidated (double damages) through May 3, 2003, at which time the prospective change in FLSA status was made by the Agency. The back pay due each affected employee will be paid not later than December 1, 2003.

### **2. Compensatory Time**

The Agency in accordance with the GSA Payroll Report covering the period of February 1999 through January 25, 2003 agrees to pay any NFFE GS-9 and below employee previously designated as Exempt who accrued compensatory time as a result of working overtime going back two years to February 27, 2000, the start of the pay period closet to the date the first grievance was filed (February 21, 2002) through May 3, 2003 at which time the prospective change in FLSA status was made by the Agency, half-time pay

based on the employees current rate of pay. The back pay due each affected employee will be paid not later than December 1, 2003.

### **3. Suffered and Permitted Overtime**

The Agency agrees to pay all NFFE bargaining unit employees classified at the GS-9 and below, listed in the GSA Payroll Report covering the period February 1999 through January 25, 2003 who were previously classified as Exempt under the FLSA, the sum of \$325.00 in lieu of any individual claim for suffered and permitted overtime. The Agency will pay each affected employee the sum of \$325.00 not later than December 1, 2003.

The Union agrees to withdraw its grievances regarding any GSA employee classified at the GS-14 grade level.

The Union agrees that as a result of the payment of \$325.00 to each NFFE bargaining unit employee, it will not pursue any individual claims for NFFE covered employees for any suffered and permitted overtime related to the timeframes covered by the above-noted grievances.

### **4. Attorney Fees**

The Parties recognize that attorney fees have been discounted because this is a partial settlement and the settlement does not cover any positions falling under the jurisdiction of DHS, FPS. Further the parties recognize that the fees are based on the Laffey Matrix and the Adjusted Laffey Index.

#### **NFFE Local 1642 and 1 705**

The Agency agrees to the following hourly rates: \$240.00 per hour for Attorneys Michael Snider and Morris E. Fischer, \$195.00 per hour for Attorney Mordechai Tusk, and \$110.00 per hour for law clerk services.

Thus, the Agency will agree to pay Attorney Michael Snider the sum of \$80,000.00 for the services provided by Mr. Snider and his associates through May 31, 2003 in accordance with the fee petitions submitted on May 5, 2003 and June 13, 2003, discounting the fees because this is a partial settlement for the GSA positions covered by the grievance and excludes all DHS, FPS positions covered by the grievance. The check should be made payable to: Snider & Fischer, LLC and sent to 104 Church Lane, Suite 201, Baltimore, Maryland 21209. The Agency shall make this payment not later than 45 days from the date this agreement is fully executed.

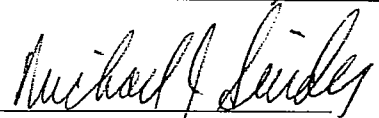
### **5. Procedural Issues**

The Parties agree to hold in abeyance any threshold procedural issues related to grievances filed in this matter.

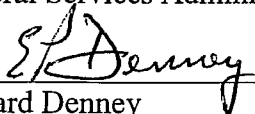
### **6. Disputes over Interpretation**

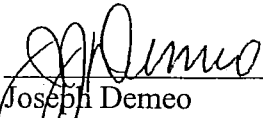
The Parties agree that any dispute over interpretation of this Agreement or compliance with this Agreement will be submitted to an Arbitrator from the GSA-AFGE permanent panel using an alternating strike process.

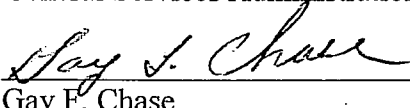
Executed this 5<sup>th</sup> day of September, 2003.

  
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Michael J. Snyder, Esq.  
Counsel, NFFE Locals 1642 and 1705

  
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Gail T. Lovelace  
Chief People Officer  
General Services Administration

  
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Edward Denney  
Director, Labor Relations  
General Services Administration

  
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Joseph Demeo  
National Classification Chief  
General Services Administration

  
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Gay F. Chase  
Sr. Assistant Regional Counsel  
General Services Administration