United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

DEPARTMENT OF DEFENSE
DEFENSE LOGISTICS AGENCY
DEFENSE DISTRIBUTION DEPOT
SUSQUEHANNA
NEW CUMBERLAND, PENNSYLVANIA

and

LOCAL 2004, AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, AFL-CIO

Case Nos. 00 FSIP 86
and 00 FSIP 93

DECISION AND ORDER

Local 2004, American Federation of Government Employees (AFGE), AFL-CIO (Union) and the Department of Defense, Defense Logistics Agency (DLA), Defense Distribution Depot Susquehanna, New Cumberland, Pennsylvania (Employer or Agency) filed separate requests for assistance with the Federal Service Impasses Panel (Panel) to consider a negotiation impasse under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7119.

After consolidating and investigating the requests for assistance, which arose during negotiations over a reduction in force (RIF), the Panel determined that the dispute, concerning a staffing plan for Fiscal Year (FY) 2001, as well as other issues relating to the proposed RIF, should be resolved through an informal conference between a Panel representative and the parties. If no settlement was reached, the representative would notify the Panel of the status of the dispute, including the parties' final offers and his recommendations for resolving the matter. After considering this information, the Panel would take whatever action it deemed appropriate to resolve the impasse, including the issuance of a binding decision.

Accordingly, Panel Member Marvin E. Johnson conducted an informal conference with the parties on June 28 and 29, 2000, in

New Cumberland, Pennsylvania.[1/] While the parties came close to resolving their dispute, ultimately they were unable to achieve a complete settlement. The parties have submitted their final offers to the Panel along with summary statements of position. Member Johnson has reported to the Panel and it has now considered the entire record, including the parties' arguments and supporting evidence.

BACKGROUND

The Employer, one of two primary distribution sites for the Defense Logistics Agency, receives, stores, and ships supplies ranging from "band-aids to tanks" to military facilities east of the Mississippi River and throughout Europe and South America. The bargaining-unit consists of approximately 1,200 professional and non-professional employees all of whom are stationed at the Employer's facilities in New Cumberland, Pennsylvania. At least half of the employees hold positions as materiel handlers; other typical bargaining-unit positions include computer specialist, packer, and various positions in the transportation field. At the national level, a master collective-bargaining agreement (CBA) between DLA and AFGE is in effect until March 1, 2001. At the regional level, the parties are covered by a CBA between the Defense Distribution Region East and the DLA Council of AFGE Locals which went into effect in January 1995; at the local level, the parties have entered into a series of agreements on specific topics which supplement the regional and master CBAs.

The RIF is the result of a major reorganization which will affect the Employer's facilities in New Cumberland, as well as those in Mechanicsburg and Letterkenny, Pennsylvania. Four bargaining units, represented by four labor organizations, are affected by this reconfiguration. Many employees at the Mechanicsburg site, who are not separated through a RIF, would be relocated to New Cumberland. Large numbers of positions will be

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1/ Given that the parties have numerous related disputes regarding the RIF negotiations in the unfair labor practice and negotiability forums, two persons from the Federal Labor Relations Authority (FLRA or Authority), one from the Office of the General Counsel, Boston Region, and another from an Authority Member's staff, also attended the meeting with Member Johnson.

eliminated from two of the affected bargaining units.[2/] In Mechanicsburg, the number of employees will be reduced from approximately 2,100 to 800; of those, approximately 700 will be relocated to New Cumberland. The bargaining-unit represented by the Union in the instant cases will be the "gaining" labor organization, for the most part. During the week of April 23, 2000, the Employer conducted a "mock RIF" to determine employee placement after the exercise of "bump and retreat" rights. RIF notices were issued on May 17, 2000, which provided employees with the required 120-day notice of the RIF scheduled to become effective on October 1, 2000.

ISSUES

The primary issue is the staffing plan for FY 2001.[3/] Other issues concern Union proposals that positions be eliminated over a 5-year period rather than entirely in FY 2001; whether the Employer should provide the Union with certain information regarding the basis for the RIF; whether the parties should continue to engage in negotiations over the impact and implementation of the RIF, even after the Panel renders its decision in the instant cases; and, with regard to employees who take early retirement or buyouts,

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2/ The other three labor organizations affected by the RIF all have reached agreement with the Employer on issues relating to the RIF, including the staffing plan for FY 2001.

3/ On February 23, 2000, the parties executed a ground rules agreement in which they agreed to bargain over the reorganization, RIF, employee notification procedures, a proposed mock RIF, and the staffing plan for FY 2001. During the Panel's initial inquiry into the requests for assistance, the Employer's representative acknowledged that the Employer has elected to bargain to impasse over matters concerning the "numbers, types and grades of employees," because, in its view, it is obligated to do so inasmuch as a provision exists in the parties' regional CBA which gives local Union representatives the right to bargain over matters referenced in 5 U.S.C. § 7106(b)(1). Moreover, the Employer already has bargained with three other labor organizations over the "numbers, types and grades of employees," as they relate to the staffing plan for FY 2001, and it is committed to fulfilling its obligation to bargain over "(b)(1)" matters with the Union as well.

whether the Employer should be prohibited from disputing employee entitlement to state unemployment compensation.

POSITIONS OF THE PARTIES

I. The Staffing Plan and Implementation of the RIF

1. The Union's Position

As a preliminary matter, in its post-hearing submission the Union requests that the Panel postpone any decision with respect to a staffing plan because the Employer's dilatory conduct throughout negotiations, failure to provide information, and its assertions that various Union proposals, now before the FLRA on a negotiability appeal, are outside the duty to bargain, have placed it at a distinct disadvantage during bargaining. The Panel should delay its decision until the FLRA has ruled on the Union's negotiability appeals and the unfair labor practice charges relating to the Employer's conduct during negotiations because these third-party decisions likely "will have an impact on the accuracy of the [Union's] proposed staffing plan and on the entire negotiating process."

Turning to its proposed staffing plan, positions would be eliminated in organizational entities where the workload warrants a reduction of staff size and where certain efficiencies in operations can be achieved. The staffing plan also reflects the consolidation of some divisions in order to eliminate redundancies and provide for a more effective operation. Additionally, the Union proposes that positions be eliminated over a 5-year period, ending with FY 2005. In essence, while its staffing plan is based upon reasonable expectations of workload, the Employer's plan is grounded in a flawed Business Case Analysis (BCA) report. Many of the assertions contained in the Employer's BCA "are nothing more than projections and are subject to change on short notice," thus rendering the document unreliable. In fact, since the BCA was completed, the Employer has had another function transferred to it, solicited by its Headquarters, which will require that at least 25 positions be added to the Employer's staffing plan for FY 2001. Moreover, the Union has evidence which demonstrates that the BCA failed to contemplate a 300 percent increase in workload for Building 87 (Hazardous Pack) and a significant increase in workload for the Bulk Storage unit.

Not only is this BCA unreliable, but "history" has shown that other BCA's produced by the Employer far from accurately assess operational needs. In this regard, a BCA developed by the Employer in 1997 was the basis for authorizing 39 positions in a satellite organization (DDSP-ML) at the Letterkenny Army Depot; however, in less than a year, a subsequent BCA, the one relied upon by the Employer in the development of its FY 2001 staffing plan, was produced which resulted in a reduction in the DDSP-ML staff from 39 to 6 positions. The current "BCA is just as flawed as the goals and objectives of the aforementioned BCA." Another example of the Employer's "short sightedness" in long-range planning concerns the abolishment approximately 2 years ago of five positions, a crane operator and crew, because there allegedly was such a minimal need for them that five full time positions could not be justified. Subsequently, however, a crane operator position was included among the 39 new positions at DDSP-ML located some 65 miles away from New Cumberland. Under the Employer's staffing plan for FY 2001, the crane operator position again will be abolished in DDSP-ML, only to reestablish the position at the New Cumberland site which does not even have a crane. This is but one example of the Employer's ineptitude in predicting its staffing needs by utilizing business case analyses, and shows the fallibility in relying on those reports. Unfortunately, the Union was not permitted to have input into the development of the BCA; had the Employer acted in partnership with the Union, the Employer might have benefitted from the Union's input and avoided some crucial errors.

With respect to the Union's proposal that staffing reductions be implemented incrementally over a 5-year period, its adoption is critical in order to lessen the adverse impact of the RIF on bargaining-unit employees. In light of the Employer's "storied history of long range planning that is ill advised and frequently inaccurate," the proposal would allow the Employer, on a yearly basis, the flexibility of assessing for accuracy workload projections. It is entirely possible that after making such periodic assessments, the Employer may determine that there is a need to retain more positions than it previously anticipated. Thus, the proposal could aid the Employer in avoiding the unnecessary abolishment of some positions, which would be consistent with Government-wide regulations that require agencies to make every reasonable effort to avoid a RIF. The proposal is intended as an appropriate arrangement for employees who, otherwise within the next few months, would suffer the devastating effects of losing their livelihoods. It provides a benefit that "far outweighs any intrusive affect on any management right."

2. The Employer's Position

The Employer proposes a staffing plan for FY 2001 that would reduce by 461 the number of bargaining unit and non-bargaining unit positions. These positions would be eliminated effective October 1, 2000. The staffing plan also reflects a restructuring of the organization into 11 divisions. It has a demonstrated need to significantly reduce positions at the beginning of FY 2001 because it anticipates that its workload will decrease substantially by 26 percent.[4/] This projection is based upon a BCA, prepared by the Employer, and thoroughly scrutinized at many levels within the Department of Defense, which assesses the workload and historical levels of productivity. According to the Employer:

> These two factors combine to produce a performance metric called lines per paid equivalent. In other words, it is a measurement of the number of customer orders that can be accomplished per paid equivalent. For the purpose of the Agency Staffing Plan, the number of paid equivalents necessary to accomplish the [] FY 2001 workload was converted to personnel, resulting in a total staffing requirement of 1,750 people.

Thus, to meet the staffing requirement of 1,750 positions, its analysis showed that 461 positions would have to be eliminated before the start of FY 2001. The Employer's staffing plan is, for the most part, workload driven and reflects the resources needed for operations in FY 2001. It is not only responsive to the decreasing workload, but also allows the Employer to be more efficient in its operations through the "maximum use of [] facilities, process changes and methods improvement." A copy of the BCA was available for the Union to review during negotiations. However, because the document contains "procurement sensitive" information, the Union was not provided with its own copy.[5/]

4/ Overall for the period FY 1998 through FY 2005, the Employer anticipates a total workload reduction of 40 percent. Staffing reductions that reflect workload losses in the out years of FY 2002 through FY 2005 will be accomplished through attrition.

5/ In lieu of providing it with a copy of the BCA report, the Union was invited to review the document at the Employer's premises. Similarly, congressional staff persons who

(continued...)

The Employer's staffing plan reflects a reduction in the number of organizational divisions, which is consistent with management's right under 5 U.S.C. § 7106(a)(1) to determine its organization. The Union's proposal to further reduce the number of organizational divisions is outside the scope of collective bargaining.[6/] Even assuming, for the sake of argument, that the Union has a right to negotiate over the Employer's organizational structure, unlike the Employer's staffing plan, the Union's does not provide any rationale for its further reduction in the number of divisions, particularly, how the divisions would operate, their span of control, levels of authority, organizational goals, position management, and the missions and functions to be performed. The Employer's staffing plan, on the other hand, establishes the appropriate number of positions in each division based on historical levels of productivity and projected workload. The Union's proposal fails to address either of these factors and lacks any logical business case to support its proposals. Overall, a fundamental difference between the parties' staffing plan proposals is that the Union's is based upon doing business as usual, just on a smaller scale, with no change in work processes or methods. The Employer's proposal, however, takes into consideration that the "distribution business is now being driven by changes in technology," with the Agency's business "changing from warehousing and distribution to managing information." The Employer has a need to retain and staff a number of higher graded technical positions, while the Union's emphasis is on reducing those positions in favor of preserving production jobs. The Employer's staffing plan reflects the maintenance of positions that will support the Employer's evolving technological requirements and helps prepare the Agency for the future.

5/ (...continued)
requested the BCA also were told of the restrictions on its release. They, too, were invited to review the report, but a copy was never released to them.

6/ In support of this position, the Employer cites National Association of Government Employees, Locals R5-136 and R5-150 and U.S. Department of Veterans Affairs, Ralph H. Johnson Medical Center, Charleston, South Carolina, 55 FLRA No. 120 (July 31, 1999).

CONCLUSIONS

With respect to the preliminary matter raised by the Union that the Panel should defer its decision on the staffing plan issues, the request must be denied. In this regard, the record shows that both parties filed separate requests for the Panel's assistance, and that both stated during the Panel's initial investigation that they were at impasse. The Panel then consolidated the parties' requests, asserted jurisdiction, and provided them a face-to-face opportunity to reach a voluntary settlement of the dispute. The record also shows that the first time the Union requested that the Panel defer its decision on the merits of their impasse was during the informal conference. In our view, these facts alone provide a sufficient basis for denying the Union's request.[7/]

On the substantive issues regarding the staffing plan, we have carefully considered the parties' arguments and evidence in support of their positions, and conclude that the dispute should be resolved on the basis of the Employer's proposal.[8/] We disagree with the Union's contention that the Employer's BCA is an inherently "flawed" document and unreliable in terms of its workload projections. While there may be isolated instances where the current BCA did not accurately predict workload, the Employer, unlike the Union, has undertaken a systematic assessment of its organizational needs based upon its mission requirements. There is

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7/ In addition, the reason given by the Union in support of its request, that it was disadvantaged by the Employer's alleged dilatory conduct during the parties' negotiations, reveals a fundamental misunderstanding of the role of the Panel under the Statute. The Panel's function is to provide assistance in **resolving** negotiation impasses between agencies and exclusive representatives, just as it is the proper role of other components within the FLRA to investigate and, if necessary, prosecute alleged unfair labor practices, and to resolve questions concerning the duty to bargain. If the Union's allegations result in a determination by the FLRA that its statutory rights have been violated, the FLRA, and not the Panel, is empowered to impose appropriate remedies.

8/ Having determined to resolve the dispute on the basis of the Employer's proposal, there is no need to address the Employer's assertions that various aspects of the Union's proposals are outside the duty to bargain.

no indication that the Union, in the development of its proposed staffing plan, took into consideration the changing nature of the Employer's mission. Rather, the Union's proposed plan appears to focus primarily on workload reduction and does not incorporate staffing changes which are needed to accommodate a new technology that is changing the Employer's business from warehousing and distribution to managing information. From our perspective, the Employer's staffing plan supports more fully its need, not only for a declining number of production jobs, but also to retain and staff technical positions that would assist in fulfilling its expanded mission of information management. For these reasons, the parties shall be ordered to adopt the Employer's FY 2001 staffing plan.

II. Continuation of Negotiations

1. The Union's Position

The Union proposes that "(d)ue to the complex nature of the negotiations, the Union reserves the right to submit proposals throughout the negotiating process." The complexity and magnitude of the issues being negotiated justify permitting it to submit proposals on issues affecting bargaining-unit employees that are likely to continue to arise. Throughout negotiations the Employer continued to make changes in working conditions to which the Union endeavored to respond. Because of the Employer's failure to provide certain information at all, and its delay in providing other information on a timely basis, however, the Union has been "hamstrung" in its efforts to negotiate appropriate arrangements on behalf of employees. The Employer already has made unilateral changes to its staffing plan and is likely to continue to do so even after the Panel resolves the issue. The Union, therefore, should be permitted to submit proposals in response to any changes in the Employer's proposed staffing plan or to address matters that continue to arise as a result of the proposed RIF, in order to lessen the adverse impact on bargaining-unit employees.

2. The Employer's Position

The Employer proposes the following wording:

> The Union may continue to submit proposals throughout the negotiating process to assist in lessening the adverse impact on bargaining-unit employees. The Union may not submit proposals that will change the Staffing Plan after

June 29, 2000, or extend or delay the RIF date of September 30, 2000.

In support of its proposal, the Employer maintains that the parties need to have closure on the staffing plan issue once the Panel issues its decision. Perpetuating negotiations over the staffing plan would serve no useful purpose. Moreover, continuing negotiations may prevent employees from knowing, with certainty and as soon as possible, the nature of their employment status effective October 1, 2000.

CONCLUSIONS

Having considered the arguments presented by the parties with respect to this issue, we are persuaded that they should withdraw their proposals. In our view, the adoption of either would lead to a continuation of a bargaining process which requires finality rather than the potential for another impasse. The Employer's proposal appears to be an attempt to accommodate the Union's interest in assisting unit employees who will be adversely affected by the RIF. While sympathetic to the Union's claim that it has had its resources taxed to the limit in an effort to keep up with all of the changes proposed by the Employer, after examining the record, we conclude that the Union has had a reasonable opportunity to fashion proposals which would ameliorate the adverse impact of the RIF on the employees it represents. Moreover, in rendering our decision on this issue, we are cognizant that the Union would retain a statutory right to bargain either substantively or over the impact and implementation of any additional changes in working conditions not previously proposed by the Employer which relate to the RIF. Finally, to the extent that the Union supports the adoption of its proposal by alleging that the Employer has failed to provide information which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, as noted previously, the Panel is not the appropriate forum for resolving such questions. Accordingly, we shall order the parties to withdraw their proposals.

III. Information Requests

1. The Union's Position

The Union proposes the following:

> Management will provide, by 8 February 2000, an organizational chart depicting every position required to perform all work in-house, as opposed to contracting out. This information would include numbers, types and grades of overhead positions, non-bargaining unit positions and military billets.
>
> Management will provide, by 8 February 2000, copies of all DDSP workload projections for the last 3 fiscal years. In addition, management will also provide, within 5 workdays, DDSP's actual performance statistics for the past 3 years.
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> Management will provide, by 8 February 2000, the annual cost of each position in DDSP.
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> Management will provide, by 8 February 2000, all studies and/or data in the Agency's possession at the SLRA, PLFA or DLA Headquarters level related to the cost of contracting our (sic) any function.

Additionally, the Union proposes that it be provided a copy of the BCA as well as all other data used by management "to determine the number of separations." Due to the Employer's reluctance to voluntarily provide the information requested, the Union determined that its best recourse was to attempt to obtain the data by fashioning the requests for information as bargaining proposals. All of the requested data exist and are crucial if the Union is to prepare proposals regarding appropriate arrangements for employees who are adversely affected by the proposed RIF. Moreover, the data are necessary for the Union to assess the accuracy of the Employer's workload projections, as well as the goals, objectives, and projected cost savings contained in the BCA. With respect to the BCA itself, it is absolutely necessary that the Union be provided with its own copy so its representatives can devote the considerable time needed to evaluate the document that is the foundation of the Employer's decision to conduct the RIF. Only after a full evaluation of the BCA would the Union be in a position to develop and offer proposals which address appropriate arrangements for employees. Moreover, if the Union finds serious flaws in the BCA, as it believes there are, both parties would benefit from correcting the errors prior to conducting the RIF.

2. The Employer's Position

The Employer offers no counterproposal. Rather, the Panel should order the Union to withdraw all proposals requiring it to provide information. Essentially, the Union should pursue its requests for information through 5 U.S.C. § 7114(b)(4) of the Statute, rather than formulating proposals which would require the production of certain data. With respect to the BCA, the document already has been made available to the Union for its review. As the Employer has repeatedly explained, it is prohibited by law from releasing a copy to the Union because the report contains "procurement-sensitive" information.

CONCLUSIONS

After carefully considering the parties' positions with respect to this issue, we have determined that the Union should withdraw its proposals. In this regard, the Statute provides a more appropriate and efficient mechanism for compelling the production of information than impasse proceedings. As stated elsewhere, the Panel is not the proper forum for addressing whether the requested information is reasonably available and necessary for the negotiation of subjects within the scope of collective bargaining, and not otherwise prohibited from disclosure to the Union.[9/] Should the Employer refuse to provide copies of information requested by the Union under section 7114(b)(4) of the Statute, the Office of the General Counsel of the FLRA is in a better position to assess whether the refusal comports with the law and to seek enforcement. Finally, regarding the BCA, even assuming that the Union is entitled to its own copy of the report, it appears from the record that it had a reasonable opportunity during actual bargaining sessions and between sessions to study, review, and work with the document so that it could prepare its own

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9/ Without taking a position on whether the Employer may be legally required to provide the Union with the data it seeks through these proposals, we are of the view that this is an area where the parties, early on in their discussions over the staffing plan, could have benefitted by coming to some accommodation on an information exchange by working together in partnership. Had information been shared early on in the process, the parties could have avoided a bargaining dispute over the Union's information requests.

staffing plan proposal. Accordingly, we shall order the Union to withdraw its proposals.

IV. Employee Applications for State Unemployment Compensation

1. The Union's Proposal

The Union proposes that "(e)ach employee scheduled for separation under VSIP/VERA[10/] will have his/her SF-52 annotated with the following statement: 'DDSP agrees not to controvert any claim for state unemployment compensation filed by this employee.' Each employee will be provided a signed copy of the approved SF-52, upon approval." Adopting this proposal would help the Employer reduce the number of positions to be abolished through a RIF. In this regard, if employees knew that they would be entitled immediately to state unemployment compensation when they left Government service under a buyout or early retirement program, they would have an additional incentive to voluntarily vacate their positions in lieu of separation through RIF. Under this proposal, the Employer would agree not to dispute any claim for state unemployment compensation that is made by an employee who leaves Government service under a buyout or early retirement program. Although the Employer alleged during negotiations that the proposal is "illegal," the Union disputes the contention because it is aware of two other Department of Defense activities, the Defense Supply Center Philadelphia and the Letterkenny Army Depot, which have agreed to similar provisions. The proposal is an appropriate arrangement for employees adversely affected by the Employer's right to conduct a RIF.

10/ VSIP stands for voluntary separation incentive pay, an employee buyout plan designed to give employees who are likely to be involuntarily separated through a RIF, base closure, reorganization, or transfer of function, the option of voluntarily leaving Government service through either resignation, or retirement if eligible, in exchange for up to $25,000 compensation. See 5 U.S.C. § 5597(b). VERA is the Government's voluntary early retirement authority which permits agencies to offer to employees who also are subject to involuntary separation, the option of leaving Government service through retirement, when they might not otherwise have been eligible to retire. See 5 U.S.C. § 8414(b)(1)(B); 5 C.F.R. § 831.114.

2. The Employer's Position

The Employer has no counteroffer, and contends that the Union's proposal should not be adopted because it is "nonnegotiable." Essentially, it would require the Employer to deliberately mislead the State of Pennsylvania with respect to employee entitlement to unemployment compensation. In this regard, employees who take a buyout or early retirement under VSIP or VERA do so voluntarily and, therefore, should not automatically be entitled to state unemployment compensation. One of the questions which the State would require the Employer to answer in regard to an employee claim for unemployment compensation is whether the employee was scheduled for separation. To be truthful, the Employer would have to answer "no" because the employee chose to leave Government service voluntarily under either VSIP or VERA. Thus, the Employer's truthful response would "controvert" the (former) employee's claim for unemployment compensation. Furthermore, the Union's proposal does not concern a condition of employment because it affects a matter that occurs after the employee separates from Government service and, therefore, is outside the duty to bargain for that reason as well.

CONCLUSIONS

Upon careful review of the parties' positions on this issue, we have determined to decline to retain jurisdiction over the Union's proposal because it is unclear whether the Employer has a duty to bargain over the matter. In this regard, in addressing the Employer's obligation-to-bargain contentions, we are guided by the FLRA's decision in Commander, Carswell Air Force Base, Texas and American Federation of Government Employees, Local 1364, 31 FLRA 620 (1988) (Carswell). Under Carswell, the Panel has the authority to resolve an impasse relating to a proposal where a duty-to-bargain question has been raised by applying existing FLRA case law. That is, where the FLRA has previously decided that a proposal which is substantively identical to one before the Panel is negotiable, the Panel may apply that precedent to the proposal before it and resolve the dispute. Here, however, the Union has cited no previous FLRA decisions where a substantively identical proposal has been found negotiable, nor has independent research uncovered such case law. Under these circumstances, the Panel is unable to resolve the duty-to-bargain questions consistent with the requirements in Carswell. Such questions concerning the obligation to bargain must, therefore, be resolved in an appropriate forum

before a determination can be made as to whether the parties have, in fact, reached a negotiation impasse. Accordingly, the Panel declines to retain jurisdiction over this issue.[11/]

ORDER

Pursuant to the authority vested in it by the Federal Service Labor-Management Relations Statute, 5 U.S.C. § 7119, and because of the failure of the parties to resolve their dispute during the course of the proceedings instituted under the Panel's regulations 5 C.F.R. § 2471.6(a)(2), the Federal Service Impasses Panel under 5 C.F.R. § 2471.11(a) of its regulations hereby orders the following:

I. **The Staffing Plan and Implementation of the RIF**

The parties shall adopt the Employer's proposal.

II. **Continuation of Negotiations**

The parties shall withdraw their proposals.

III. **Information Requests**

The Union shall withdraw its proposals.

IV. **Employee Applications for State Unemployment Compensation**

The Panel declines to retain jurisdiction over the Union's proposal.

By direction of the Panel.

Ellen J. Kolansky
Acting Executive Director

July 28, 2000
Washington, D.C.

11/ This determination to decline to retain jurisdiction is made without prejudice to the right of either party to file another request for assistance at such time as the aforementioned threshold questions have been resolved and an impasse has been reached on the substantive issues.