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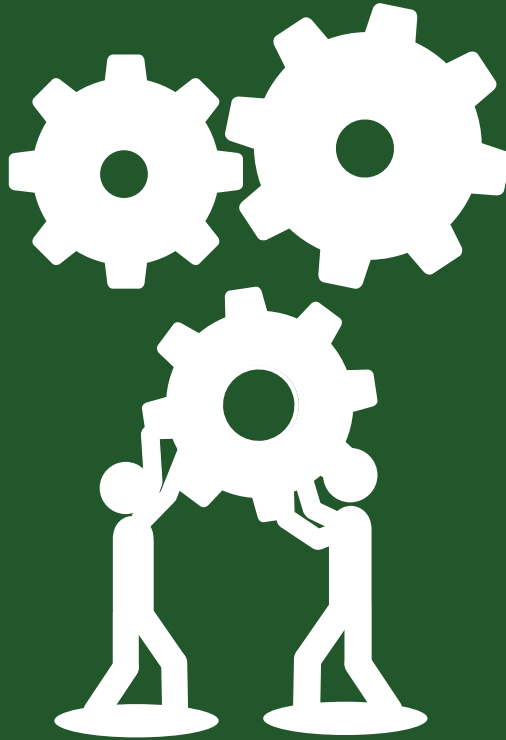


International  
Association of  
Machinists and  
Aerospace Workers

# Master Agreement Between Forest Service and National Federation of Federal Employees

Effective Date: Friday, September 13, 2019

Termination Date: Monday, September 12, 2022



Forest Service



Forest Service Council  
National Federation of  
Federal Employees

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# PREAMBLE


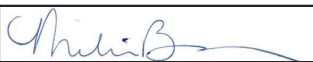
Under the policy set forth by Title 5 United States Code (U.S.C.) 71 regarding Federal Labor-Management Relations, the Articles of this National Master Agreement, together with any and all Supplemental and Subordinate Agreements and/or Amendments which may be agreed to at later dates by the representatives of the Parties at the appropriate level, constitute the total Agreement. The Parties are the United States Department of Agriculture, Forest Service (Management) and the Forest Service Council of the National Federation of Federal Employees, Federal District 1 of the International Association of Machinists and Aerospace Workers, hereafter known throughout the Master Agreement as NFFE-FSC.

This Agreement is entered into pursuant to the Certification of Consolidation of Units, dated July 23, 1979.

The Parties recognize the importance of building a constructive and cooperative bilateral relationship which will aid in achieving the mission of the Forest Service. They are jointly committed to serving the public interest by the development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. They are committed to working together to achieve the effective conduct of public business.

The Parties recognize that both the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the development and implementation of personnel policies and practices affecting the conditions of their employment. The maintenance of a constructive and cooperative Union-Management relationship at the appropriate levels will encourage this participation. To that end, the Parties recognize that many issues can be addressed through interest-based problem solving. To that end, the Parties agree to engage in effective communication at the appropriate levels to identify and resolve issues.

The Parties agree that the public interest demands the highest standards of performance and accountability. Therefore, the Parties are committed to following both the letter and intent of the Articles contained in this Master Agreement.

	
VICTORIA CHRISTIANSEN Chief, USDA Forest Service	MELISSA BAUMANN President, NFFE-FSC



# ARTICLE 1

## RECOGNITION AND BARGAINING UNIT DESIGNATION

1. **Recognition.** Management recognizes that the National Federation of Federal Employees (NFFE), Federal District 1, International Association of Machinists and Aerospace Workers (IAMAW), is the exclusive representative of all employees in the consolidated Bargaining Units.
2. **Bargaining Units.** This Master Agreement is applicable to a professional consolidated Bargaining Unit and a nonprofessional consolidated Bargaining Unit covering Forest Service employees as described in Appendix A. The Parties further agree that this Master Agreement will apply to additional groups of Forest Service employees for whom NFFE is certified as the exclusive representative. Appendix A is a guide to the Bargaining Units. It is not intended to change the status of units as they exist at the time of this Master Agreement. Upon certification of a new unit or an amendment to an existing unit, the Parties will meet to discuss implementation of this Master Agreement, as it pertains to the new unit.
3. **Changes**
  - a. Management shall not change the Bargaining Unit status of a Bargaining Unit position without first notifying the Local Lodge in writing with the rationale for the change. The Union will notify Management in writing with the rationale within 30 days if they disagree with the change. If the Parties do not agree, the Union may exercise their right to file a petition or Unfair Labor Practice (ULP) in the event the Management action is disputed by the Union. Any disputed position(s) will remain in the Bargaining Unit until such time as the Federal Labor Relations Authority (FLRA) reaches a decision on the position. Nothing in this subsection will affect Management's right to assign work.
  - b. The Union will notify Management when it believes the Bargaining Unit status of a position should be changed prior to filing a petition with the FLRA. If the Parties are unable to agree, the Union may file a petition.

# ARTICLE 2

## IMPLEMENTATION OF THE AGREEMENT

### 1. Implementation of the Agreement

- a. The National Parties have developed and provided an Annotation of the Master Agreement as a tool to assist the parties in understanding and interpreting the intent of contract language.
- b. As soon as practical upon implementation of this agreement, or when a new bargaining unit is certified, jointly developed training by National Parties will be provided to bargaining unit employees, union officials, and management. Any Master Agreement training that includes both bargaining unit employees and management will be conducted jointly. When practical, training will be delivered face-to-face. When face-to-face training is not practical, training can also be provided using other formats that allow for interactive dialogue including, but not limited to, video teleconferencing, electronic meetings, AgLearn, or other appropriate technology.
- c. Management will print 1,000 copies of this Agreement for Union use. Annotations will be printed on a different color than the contract. Hardcopies will be in ring-binder format so they fit the binders from the previous Agreement. Management will send all hardcopies to the National Federation of Federal Employees (NFFE)–Forest Service Council.
- d. Management shall provide a link to the electronic version of the Agreement and Annotations compliant with Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794(d)) through the FSWeb and the Forest Service Internet no later than the effective date of this agreement. Management will post changes to the Agreement or Annotations within 30 days of when the Parties agree to the changes. Management will establish and maintain hyperlinks to underlying laws, regulations, or policy.
- e. The National Parties recognize there may be a need to provide alternative formats of the Master Agreement, assistance, training, or guidance on the interpretation and implementation of the Master Agreement. As appropriate, the National Parties will provide oversight and assistance to meet this need. Language assistance will be provided upon request in accordance with the criteria in Executive Order 13166 on Improving Access to Services for Persons with Limited English Proficiency.



2. In the administration of all matters covered by this Master Agreement, the parties are governed by existing law and Government-wide regulations.
3. The effective date and expiration date of the Master Agreement shall be printed on the cover.

# ARTICLE 3

## DEFINITIONS

For the purpose of this Master Agreement, the terms listed below are defined as follows:

1. **Day.** Unless stated otherwise, day means calendar day. If a due date falls on a Saturday, Sunday, or holiday, the next official workday will be considered the due date.
2. **Designated Labor Relations Specialist.** An individual that management has designated as the labor relations contact. The current list of Labor Relations Specialists designated for each unit is located on the HRM Labor Relations Website.
3. **Domestic Partner.** Domestic partner means an adult in a committed relationship with another adult, including both same-sex and opposite-sex relationships. Committed relationship means one in which the employee, and the domestic partner of the employee, are each other's sole domestic partner (and are not married to or domestic partners with anyone else), and share responsibility for a significant amount of each other's common welfare and financial obligations. This includes, but is not limited to, any relationship between two individuals of the same or opposite sex that is granted legal recognition by a State or by the District of Columbia as a marriage or analogous relationship (including, but not limited to, a civil union).
4. **Emergency Situation.** Any situation that is temporary in nature and poses sudden, immediate, or unforeseen work requirements as a result of natural phenomena or other circumstances beyond Management's reasonable control or ability to anticipate.
5. **Employee.** An individual employed by the Forest Service who is included in a represented unit or otherwise recognized by the Parties during interim situations. Such an employee is also called a Bargaining Unit Employee. 5 U.S.C. 7103(a)(2) defines an "employee" as only those individuals currently employed. This definition does not include individuals who are applicants for employment. Temporaries cease to be employees after termination regardless of rehire eligibility.
6. **Forest Service Council (FSC or Council).** The consolidated Bargaining Units (professional and nonprofessional) comprising all the National Federation of Federal Employees (NFFE) Locals in the Forest Service.

7. **Forest Service Council Executive Board.** The board consists of 14 officials and includes the NFFE-FSC President, NFFE-FSC Vice Presidents (9 Regional, 1 CCC, 1 R&D, and 1 WO), NFFE-FSC General Vice President and NFFE-FSC Secretary Treasurer.
8. **In Writing.** Email is an acceptable method for all transmittals with reference to the Master Agreement.
9. **Local Level.** References to “local level” or “Local Level” pertain to activities which occur at the level of an “Organized Unit.”
10. **Local Lodge.** A unit of NFFE that represents one or more organized units.
11. **Local Management.** All levels of Management on each individual national forest, Civilian Conservation Center, regional office, research station, Washington Office, technology and development center, or any other Forest Service unit for which NFFE is the exclusive representative.
12. **Local Parties.** The Union and Local Management at the level of an organized unit. (The level of an organized unit is the same as the local level.)
13. **Management.** Means all levels of Management to which the Forest Service assigns managerial or supervisory duties. This term is equivalent to employer or agency.
14. **Midterm Negotiations.** Bargaining changes affecting conditions of employment during the life of this Master Agreement that are not in conflict with the Master Agreement.
15. **Notification.** All notification specified in this Master Agreement must be in writing, unless otherwise stated.
16. **Organized Unit.** An organized unit is a Forest Service unit (for example, National Forest, Research Station, Job Corps Center) for which the Federal Labor Relations Authority has issued a certification for professionals, non-professionals, or both, recognizing NFFE as the exclusive representative. Organized units are part of the consolidated Bargaining Unit(s) certified by the Federal Labor Relations Authority, and this Master Agreement has been negotiated to cover the professional and nonprofessional units as one unit. A list of Organized Units is found in Appendix A, and include, for example, the Lolo National Forest (Local Lodge 60) and the Washington Office (Local Lodge 1919).
17. **Parties.** Normally, Parties with an upper case “P” indicates the national Management and Union collectively.

18. **Service Computation Date.** For purposes of seniority in this Master Agreement, service computation date will be computed on the basis of each employee's leave service computation date, unless specified otherwise.
19. **Supervisor.** An individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees; to adjust their grievances; or to effectively recommend such action. The exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment. For units that include firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority (5 U.S.C. 7103(a)(10)).
20. **Subordinate Agreements.** Any agreement negotiated by the intermediate or Local parties.
21. **Supplemental Agreements.** Any agreement negotiated by the National Parties, other than this Master Agreement.
22. **Threshold Issues.** Threshold issues are typically procedural and or legal issues that are of such significance to the proceeding that they must be addressed prior to the other issues in the proceeding.
23. **Union.** The National Federation of Federal Employees, the FSC, Local Unions, Local officers of the Union, Union stewards, and other authorized representatives designated by any of the above.
24. **Union Official and/or Union Representative.** A representative or designee of the FSC, any accredited business representative of the NFFE, or the duly elected or appointed Union representative of a Local NFFE Union.
25. **Work Unit.** A work unit is an entity with a specific mission, with homogeneous procedures or technology, and headed by a supervisor or manager authorized to approve time and attendance reports and approve leave.

# ARTICLE 4

## EMPLOYEE RIGHTS

1. The Parties agree to mutually establish and maintain a safe, positive, and professional work environment that promotes good workmanship; values employees for who they are and what they contribute; ensures fair, equitable, and respectful treatment of employees; and maintains high standards of employee performance.

**2. Statutory Rights per 5 U.S.C. 71**

Each employee shall have the right to form, join, or assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in the exercise of such rights. Except as otherwise provided, such rights include the right to—

- a. Act for the National Federation of Federal Employees (NFFE) in the capacity of a representative and the right in that capacity to present the views of the NFFE to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities.
- b. Engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.
- c. An employee may be represented by an attorney or other representative other than the NFFE, of the employee's own choosing, in any appeal action not covered under the negotiated grievance procedure. The employee may exercise grievance or appellate rights, which are established by law, rule, or regulation.

**3. Employee Rights during Examinations**

- a. Employee Weingarten Right:
  - (1) An employee has the right (commonly known as the Weingarten Right) to be represented by the Union during any examination of the employee by a representative of the agency in connection to an investigation, if he or she reasonably believes that the examination may result in disciplinary action against him or her, and he or she requests representation.
  - (2) During the month of June, Management will notify employees of their Weingarten Right. This notice shall be distributed to all employees simultaneously and Management will permanently

- post the notification on employee information bulletin boards and the Human Resource Management (HRM) website.
- (3) Management will also provide the annual Weingarten notice to new employees within 30 days of their reporting date.
  - (4) Annually, Management will specifically advise, in writing, all special agents and employees empowered to conduct investigative interviews of the current list of Organized Units, the employees' right to request Union representation, and Management's subsequent obligations prior to continuing.
- b. Employees have the right to reasonable confidentiality when they are involved in a management inquiry or investigation. Management will share associated information, including that an examination will occur or has occurred, only with those who have a specific need to know. However, the Union may be informed where and when a representative may be requested in a potential Weingarten situation, for the purpose of allowing a union representative to be readily available.
  - c. If, at any point during an examination, an employee requests representation under the Weingarten provision, the examination shall be either postponed for a reasonable amount of time (no more than 3 days unless both parties mutually agree to an extension in writing) to allow the employee to obtain a Union representative, or it may be canceled.
  - d. The employee has a right to meet with the Union Representative in advance of the interview, and during the examination, the Union Representative may assist the employee.
  - e. Examinations that continue beyond the employee's regular duty hours shall constitute hours of work, and the employee shall be compensated appropriately.
  - f. Absent extenuating circumstances, examinations will be conducted in a setting that is not intended to be intimidating and provides reasonable confidentiality.
  - g. Examinations shall only be audio- or video-recorded in accordance with U.S. Department of Agriculture (USDA) Departmental Regulation (DR) 4070-735-001 (dated October 4, 2007). Before any examination in a noncriminal investigation, the employee will receive timely notification if the examination will be audio- or video-recorded. In the event the Agency records the examination, the employee or the representative may also record the examination.

- (1) For a misconduct investigation conducted in accordance with USDA Departmental Personnel Manual (DPM) 751 Subchapter 3, if discipline is subsequently proposed, the employee will be provided a copy of the recording and a transcript, if one is produced, of the Agency's recording consistent with Article 22.4.d.(2).
  - (2) In all other instances, the employee may request a copy of their portion of a recording and transcript, if one is produced, and will receive a copy unless precluded from release by law, rule, or Government-wide regulation.
- h. If a statement has been taken, Management shall promptly provide the employee with a copy of their signed statement.
- i. Employee Notice of an Examination
- (1) This subsection regarding employee notice of examinations pertains to examinations conducted as part of an inquiry into misconduct when an Employee Relations Specialist is present or Misconduct Investigations in accordance with USDA DPM 751. When an employee is contacted to schedule an examination that is part of a misconduct investigation the employee will be informed, in writing:
    - (a) That the examination is not part of a criminal investigation;
    - (b) The nature of the matter under investigation;
    - (c) That they are being directed to answer the questions and may be disciplined if they refuse to answer questions;
    - (d) Whether the employee is the subject of the investigation or a witness; and
    - (e) That the employee has a right to union representation, if they believe they may be disciplined as a result of the examination and they request a representative (Weingarten right).
  - (2) This subsection pertains to employee examinations as they pertain to management inquiries and Equal Employment Opportunity (EEO) investigations. In these examinations, employees have a right to know, upon request:
    - (a) Whether the examination is currently a part of a criminal investigation;
    - (b) The subject matter of the investigation;

- (c) That they are being directed to answer the questions and may be disciplined if they refuse to answer questions and will be given a written statement to that effect upon request; and
  - (d) Whether the employee is the subject of the investigation or a witness.
- (3) Safety Reviews conducted by the Forest Service are addressed in Article 27.24. The employee will be notified that examinations in connection with Safety Reviews are voluntary.
- (4) Upon request the investigator will provide the employee with a copy of the letter authorizing the investigation and delegation of authority, if one exists.

#### **4. Employee's Rights in Background Investigations**

- a. Duty time will be granted to employees to complete background investigations. Travel and per diem will be granted, if needed, for travel to the activation station for fingerprinting and/or LincPass activation.
  - b. Use of Government equipment, facilities, and transportation will be authorized for the completion of the background investigation.
  - c. Costs associated with employee fingerprinting will be paid by the Agency. Employees will not be required to pay for fingerprinting; however, if the employee chooses to pay they will be reimbursed.
  - d. Management will make the appropriate forms available for the employee to complete.
  - e. Employees shall be provided a secure method for providing personal information.
5. Employees have a right to meet and consult with Union officials concerning working conditions. See Section 7 for release procedures.
6. An employee has the right to be represented by the Union at any meeting in which the employee has a complaint concerning working conditions.
7. Employees will be granted a reasonable amount of duty time in pursuit of rights under this Master Agreement. The employee and the Management official will discuss the amount of time required. An employee will request release as far in advance as practical and will inform their supervisor of the approximate length of time needed and the location where they will be. Normally, workload will not preclude the release of the employee. If the employee cannot be released immediately due to work-related reasons, the employee will be released as soon as the work requirement is met or appropriate arrangements



are made. If the employee cannot be released on the day requested, the denial must be given in writing and include the reason for the denial and when they will be able to be released. If a delay in releasing an employee involves a situation with a contractual time limit, the time limit will be extended equal to the delay.

8. This Master Agreement does not prevent any employee, including Union representatives, from bringing matters of personal concern to the attention of Management. However, if the discussion becomes a formal discussion, then the procedures in Article 5.4 regarding Union notification will apply.
9. Management will not take reprisal actions against employees for the exercise of any appeal right granted by law, rule, regulation, or this Master Agreement.
10. Prior to changing any performance evaluations, travel documents, and time and attendance reports that have been signed by an employee, Management will notify the employee and provide the rationale for the change.
11. Every individual has the right to be treated with the dignity and respect that is normal in an employer-employee relationship.
12. **Bullying**
  - a. Workplace bullying is repeated abusive behavior that is threatening, humiliating, or intimidating. It may be direct or indirect, whether verbal, physical, or otherwise, by one or more persons against another or others, at the place of work and/or in the course of employment.
  - b. All agency employees are expected to refrain from workplace bullying and adhere to a standard of conduct that is respectful and courteous to others.
  - c. Where appropriate, the affected employee should speak to the alleged bully or bullies to object to the behavior. Each employee is responsible for reporting any incidents to their supervisor or any other management official.
  - d. Upon receipt of a report of workplace bullying, Management will initiate an inquiry, address any inappropriate conduct, assist the affected employee, and act to prevent any retaliation by the bully or bullies. Management will not retaliate against any employee for reporting workplace bullying.

13. Employees shall have the right to engage in outside activities and employment of their own choosing, and otherwise conduct their private lives as they see fit, in accordance with 5 CFR 2635, 5 CFR 735, and 5 CFR 8301.
- a. Without prior approval, an employee may participate in the activities, not prohibited by law, of national or state political parties and may participate in the affairs of or accept an award for a meritorious public contribution or achievement given by a charitable, religious, professional, social, fraternal, nonprofit educational and recreational, public service, or civic organization. An employee shall not:
    - (1) Accept a fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which the acceptance may result in or create the appearance of conflicts of interest.
    - (2) Engage in outside employment that impairs his or her mental or physical capacity to perform his or her job.
    - (3) Receive any salary or anything of monetary value from a private source as compensation for his or her Government services.
  - b. Employees who are in positions subject to filing financial disclosure reports (OGE-450) must obtain supervisory approval prior to engaging in outside employment. All employees who engage in outside employment, whether or not prior approval is required, are subject to ethics regulations pertaining to conflict of interest. Employees are encouraged to seek advice from their ethics advisors on potential conflict of interest situations at any time.
  - c. An employee may invest his or her money, donate to charity, and participate in similar types of activities freely and without coercion.

#### **14. Requests for Reassignment**

- a. An employee may request, in writing, permanent or temporary reassignment to a different position or a different supervisor at any time.
- b. When the request is due to conflict with his or her work supervisor and the employee has tried to resolve the conflict, the employee may request the assistance of higher level Management.
- c. Management will consider the request and will respond in writing, stating the reasons for the decision, within 28 days.

15. Management shall inform employees of rules, regulations, and policies under which they are obligated to work.
16. Employees shall not be given warnings or statements of disapproval, counseled on conduct or unacceptable performance, or given verbal warnings except in a setting that provides reasonable confidentiality. In special job-related situations involving safety and/or well-being of employees, immediate public admonishment is appropriate (for example, co-worker harassment or safety violations).
17. Records maintained on an employee that are not maintained on a permanent basis will be removed from official files in accordance with the Government's retention schedule, unless otherwise specified in this Master Agreement. Employees have the right to review the contents of their Electronic Official Personnel Folder (eOPF) and may request a copy of any documents from the OPF through Human Resources. Upon request, employees will typically receive any documents requested from their OPF within 30 days.
18. Whenever practical, employees will have a profile on the electronic communication system. Employees will be provided duty time to access their official records on Forest Service and other websites where their official records are located. No employee will be penalized for the lack of a profile (for example, pay, benefits, training, or advancement opportunities).
  - a. Except as stated in Subsection b. below, Management will not, without the employee's knowledge, access an employee's electronic profile or storage media unless such access is required for internal security purposes (for example, for criminal investigations or where Management has reasonable cause to believe an employee is violating regulations in his or her use of the electronic office system).
  - b. Management will provide general policy information to the Union on all communication tracking hardware/software that may be used to monitor electronic communication systems for appropriate use or internal purposes as described in Section 18.a. Such policy information will include where and when they are being used or are to be used, how they would be used, the purpose of their use, and the types of employees who will be authorized to use the tracking hardware/software. Bargaining Unit employees will be made aware of the subject policy on an annual basis.
19. Electronic devices, such as GPS-capable units, and software, such as Lync/instant message sign-in, check in-check out procedures, will not

be used to monitor travel, time, and attendance, except when there is reasonable suspicion of misconduct.

## **20. Collection of Debts Owed to the Government**

An employee will be provided due process in accordance with the appropriate debt collection and salary offset regulations, including 5 U.S.C. 5514, 5 CFR 550 Subpart K, and the Debt Collection Improvement Act (1996). These processes constitute the employee's grievance/appeal procedures regarding the existence and amount of the debt and any resulting collection action.

### **a. Notification of a Debt:**

- (1) When Forest Service Management identifies that an employee is likely to owe a debt to the Government, the employee shall be notified as soon as possible. Such notification shall include the reason for the debt; approximate amount of the debt, if known; the date(s) the debt was incurred, if known; and phone number and email contact information where questions and requests for consideration should be addressed. Management will provide the employee a "plain English" guide to the Salary Offset, Hearing, and Waiver processes and their rights. The guide will be developed with Union review and input.
- (2) For debts that arise from overpayment of salary, the notification shall normally be given at least 7 days prior to changes to the employee's record that will cause the debt to be referred to the National Finance Center (NFC).
- (3) Exceptions: The notification requirements in 20.a.(1) and (2), above, do not apply when debts are generated through employee changes to their own timesheet or travel vouchers. This notification requirement also does not apply to actions initiated by the NFC.

### **b. Internal Reconsideration Requests:**

- (1) Nothing in this section in any way affects or delays the employee's timelines for responding to a notice from NFC (e.g., the 15 days in which to request a hearing).
- (2) Reconsideration is an informal review performed to ensure that the Agency has correctly identified that the employee owes a debt to the Government.
- (3) Employees may request a reconsideration in writing. To help with the review and commence an interactive dialogue to address

the issue, an employee requesting a reconsideration should immediately provide the designated point of contact any relevant documentation or information.

- (4) If Management determines that the debt is valid, the employee will be notified that the collection process will continue.
  - (5) If Management determines that the debt is invalid, then Management will notify the employee and take the appropriate corrective action to resolve the debt claim.
  - (6) The request for reconsideration does not indicate an admission of the debt on the part of the employee.
- c. Official Debt Notice:
- (1) Once a debt has been referred to the NFC, the employee will receive a notice containing all information required by 5 CFR 550 Subpart K and informing them of the dollar amount of the alleged liability at least 30 days in advance of the collection action being initiated. (This is currently called a Notice of Overpayment of Salary and Demand for Payment or a Demand for Payment.)
  - (2) The notice will inform the employee of their rights to due process under 5 U.S.C. 5514 and 5 CFR 550 Subpart K, including Instructions for how to request a hearing and a waiver with associated timeframes and a phone number where questions should be addressed.
- d. This Section does not apply to the following, which may be grieved under Article 9:
- (1) Alleged debts to the Forest Service of less than \$100; or
  - (2) Disciplinary actions related to failure to pay just debts originating outside the Government covered under 5 CFR 581 or 582.
- 21.** Employees who are required to work, as part of an emergency or continuity of operations plan (COOP), shall be notified annually. The Union at the appropriate level shall be provided a list of all emergency employees annually and upon request.
- 22.** Positions that are advertised and filled as virtual positions shall be identified as virtual on the applicable organizational chart, and “virtual position” shall be noted on the employee’s SF-50.

23. Travel associated with alternate worksites within the duty station
- a. For purposes of this section an employee's "regular place of work" is determined by Management and can be described by a specific physical address or coordinates.
    - (1) An employee's "regular place of work" is defined as the office or building where the employee spends the greatest part of their work time during the year, based on the preponderance of their duties.
    - (2) For field-going employees, the regular place of work is the experimental station, forest office, district office, or other facility out of which their work is performed.
  - b. An employee's regular place of work or official duty station shall not be changed seasonally for the purpose of avoiding payment of travel associated with the employee reaching the location where work is to be performed temporarily.
  - c. Agency may authorize local travel within the duty station if an employee is required to report to a location other than their regular place of work.
    - (1) If authorized, the employee normally will use a Government-owned Vehicle (GOV) for this local travel; however, if a Privately Owned Vehicle (POV) is used the employee will be reimbursed at the appropriate rate in accordance with General Services Administration (GSA) mileage rates.
    - (2) When the employee elects to drive directly from home to a location other than their regular place of work but within their duty station, this will be considered their normal commute and as such is not compensable.
  - d. The Parties at the appropriate level may negotiate alternate arrangements related to travel associated with changes in the regular place of work, consistent with applicable law, Government-wide rule or regulation, and this Master Agreement.
  - e. This section does not apply for positions that are advertised and accepted with two or more official duty stations or regular places of work.

# ARTICLE 5

## UNION RIGHTS AND REPRESENTATION

1. **Representation.** The National Federation of Federal Employees (NFFE) Federal District 1, IAMAW, is the exclusive representative of the employees in the Bargaining Unit and is entitled to act for these employees. The Union is responsible for representing the interests of all employees in the Bargaining Unit without discrimination and without regard to Union membership. The Union retains the right to designate its representatives on all matters.
  - a. Employees who serve as Union representatives shall spend the majority of their paid time performing agency business or attending necessary training in order that they develop and maintain the skills necessary to perform their assigned Agency duties at a successful performance level.
  - b. The designated officers or representatives of the National Federation of Federal Employees, Forest Service Council (NFFE-FSC) have the right to represent the employees within the entire Bargaining Unit in the Forest Service. Vice Presidents (or their designees) of the NFFE-FSC have the right to represent employees within the Management Units to which they are assigned (that is, the Regions, the CCC, Research, and WO/WO-Detached).
  - c. If and when the Forest Service establishes new organization structures, the National Parties will discuss appropriate representational arrangements.
  - d. Local Lodge officers and representatives have the right to represent employees within the organized units that their Local Lodge represents.
  - e. For the purpose of administration of this Master Agreement, Management agrees to recognize representatives of the NFFE-IAMAW National Office and the NFFE-FSC in lieu of or in addition to Local Lodge officials.
  - f. Designation of Union Representatives:
    - (1) National: The designated officials at the national level are the President, General Vice-President, and Secretary-Treasurer, NFFE-FSC.
    - (2) Intermediate: The NFFE-FSC Vice Presidents are the designated officials at the respective intermediate level (for example:

Region, Research, CCC, WO). When there is no NFFE-FSC Vice President, the NFFE-FSC President is the designated official.

- (3) NFFE-FSC officials at the National and Intermediate level may designate other union officials to act on their behalf, in accordance with 1.f.(5) below.
  - (4) Local: The Local Lodge President is the designated official for each Local Lodge. When there is no Local Lodge President, the NFFE-FSC Vice President to which that Local Lodge is assigned will be the designated official.
    - (a) The Local Lodge President may designate a Primary Point of Contact (PPOC) as the designated official for each organized unit represented by the Local Lodge. PPOC designations will include a description of their authority.
    - (b) The Local Lodge President and PPOCs may designate additional representatives for specific matters, for each line organization, and for different shifts or duty stations. When there are any questions concerning the authority of the parties to make a binding decision, the parties are strongly encouraged to immediately resolve the issue.
  - (5) The Union will inform Management and the designated Labor Relations Specialist in writing of its designated representatives and will provide Management and the designated Labor Relations Specialist with a written notice of any change of a designated official or representative within 14 days of the change.
2. The Union has the right to represent an employee or group of employees in presenting a grievance or other appeal or when raising matters of concern. The Union has the exclusive right to represent employees under the negotiated grievance procedure in this Master Agreement. The Union has the exclusive right to invoke arbitration on behalf of itself or the employees.
  3. In providing effective representation, Union representatives will use the most economical and efficient efforts to resolve representational matters including use of current communication technologies whenever practical in accordance with Article 7.

#### **4. Formal Discussions.**

The Union will be given reasonable notice, the opportunity to attend, and the opportunity to participate in formal discussions. Notification of formal discussions shall be sent to the Local Lodge President or PPOC,



if designated. A formal discussion is any meeting between one or more representatives of the Forest Service and one or more Bargaining Unit employees concerning any grievance, personnel policy or practice, or other general condition of employment.

## 5. Official Time

a. **Purpose of Official Time.** Consistent with 5 U.S.C. 71 and this Agreement, designated union representatives who are employees may use limited amounts of official time under the conditions described in this Article. The actual amount of official time to be used may vary in each situation.

- (1) Prepare for negotiations and negotiate.
- (2) Participate in proceedings before the FLRA in accordance with 7131(c).
- (3) Review Management's changes in policies, practices that may affect conditions of employment.
- (4) Prepare and present grievances, evaluate management responses to grievances, and prepare for and attend arbitrations.
- (5) Perform other representational duties under the Statute and contract administration functions, such as:
  - meeting and conferring with management;
  - representing the labor organization in investigations pursuant to 5 U.S.C. 7114(a)(2)(B) (commonly referred to as Weingarten);
  - representing the labor organization in formal discussions;
  - representing employees concerning informal EEO complaints;
  - communicating to resolve potential grievances or regarding negotiations and negotiated agreements;
  - training for the purpose of improving union representational skills; and
  - performing other representational functions where official time is allocated as specified in this Agreement.

### b. Limits on Use of Official Time

- (1) Union Bank of Hours: Total available hours of union time per fiscal year nationally for activities covered by 5 U.S.C. 7131(d) is calculated by 1.5 hours per bargaining unit employee (e.g. 2,000 bargaining unit employees = 3,000 hours available) as of June 30 for the activities identified in Section 5.5.a(2) through

- (5). Unused union bank hours do not carry over into the next fiscal year.
  - (2) Designated Local Union representatives may request official time hours to perform representational duties covered by 5 U.S.C. 7131(d) as described in Section 5.5.a(2) through (5), on a fiscal year basis, not to exceed 25% of their established annual tour of duty.
  - (3) Designated NFFE-FSC Vice-Presidents and Secretary-Treasurer may request official time hours to perform representational duties covered by 5 U.S.C. 7131(d) as described in Section 5.5.a(2) through (5), on a fiscal year basis, not to exceed 35% of their established annual tour of duty.
  - (4) The NFFE-FSC President and General Vice-President may perform functions as described in Section 5.5.a (2) through (5), on a fiscal year basis, not to exceed 45% of their established annual tour of duty.
  - (5) Each pay period, the Agency will provide the Union at the national level with a list of all union officials who used official time that pay period, including the employee name, organizational codes to LV5, number of hours under each type of time used, total hours under each code, and year to date usage.
- c. **Official Time Exclusions.** It is not appropriate for union officials to use official time in the following circumstances:
- (1) When teleworking on an approved telework agreement.
  - (2) When a union representative is placed on a Demonstration Opportunity Plan (DOP) in accordance with Article 15.
  - (3) To conduct internal union business, as described in 5 U.S.C. 7131(b), including participating in membership drives and soliciting membership.
  - (4) Training on internal Union administrative items.
  - (5) To conduct lobbying or political activities.
- d. **Accounting for Union Official Time**
- (1) Union representatives are responsible for ensuring the appropriate time codes and amount of official time used is accurately recorded on their timesheet, using the following codes:
    - (a) 35 – Term Negotiations, including preparation.

- (b) 36 – Mid-Term Negotiations, including preparation (national, regional, local).
  - (c) 37 – General Labor Management Relations (all contract administration and representational activities except negotiations and grievances/appeals/complaints).
  - (d) 38 – Grievances/Appeals/Complaints, including preparing and presenting.
- (2) Union officials who are on flexible work schedules may elect to earn credit hours for official time granted for performance of representational functions.
  - (3) When the Parties agree, Permanent Seasonal employees in off-duty status who are needed to effectively resolve complaints and Labor-Management issues will be paid appropriately as mandated by applicable law or case law for the time spent administering this Master Agreement.
  - (4) When a Union official has been granted official time, pay rates applied to the official time will include any shift differentials otherwise applicable to the representative's agency-assigned work during that shift.
  - (5) Union officials are not entitled to compensatory time for travel for representational functions. However, Management will make a reasonable attempt to schedule meetings and other events which require a Union Official to travel at such times that the Union Official may be compensated. Use of or a temporary change to flexible work schedules may be appropriate to allow compensation for official time for travel.
  - (6) Official time, including travel to and from meetings or Union sponsored training, will be excludable for Administratively Uncontrollable Overtime (AUO) calculation purposes when it is all or part of an aggregate 8-hour block of excludable activities in a day.

## **6. Travel and Per Diem**

Travel and per diem are not entitlements under 5 U.S.C. 71 or automatically authorized when release on official time is granted. The following provisions for authorization and payment of travel and per diem apply.

- a. Travel will be requested and approved prior to its commencement pursuant to applicable governing requirements (that is, Federal

Travel Regulations). Use of Government-owned or -leased vehicles for Union representatives will be in accordance with the provisions of Article 7.

- b. Employees who are performing representational functions as specified in Section 5.a and are the designated Union representatives under Section 1 above may be authorized travel and per diem, when appropriate to provide effective representation (see Section 5.3 above).
- c. Authorization of travel and per diem for Union representatives who are not the normal designated Union official, as defined in Section 1, or the locally available representative will be determined by whether the travel is necessary and promotes the efficient and proper administration of this Master Agreement.

## **7. Release Procedures for Use of Official Time**

The decision to approve, delay, or deny a request for release for official time will be made by Management. Procedures for release are as follows:

- a. Request: The Union official will request release as far in advance as practical, normally two days in advance. The Union official will request release for use of official time from their immediate supervisor. Unless the supervisor and union official mutually agree, the request will be in writing and will contain the following information:
  - (1) The type of representation matter(s) (see 5.a),
  - (2) The date and approximate time,
  - (3) The approximate length of time needed,
  - (4) Location, and
  - (5) A way to contact when away from their normal duty station.

Union and Management Officials are expected to communicate about the request for release. This is not intended to be a barrier to releasing a Union official.

Union and Management officials may mutually agree on alternate arrangements for release procedures of a continuing nature, as long as the arrangement meets the requirements above. At a minimum, Union and Management officials will develop alternate arrangements for urgent matters that arise, such as Weingarten interviews, formal discussions on short notice, or urgent unexpected employee issues.

**b. Responses to Requests**

- (1) Management will respond to requests for release for the use of official time in a timely manner. Delays or denials shall be made in writing, including the reason, normally no more than 24 hours after the request for release.
  - (2) Normally, ordinary workload will not preclude release. If the Union official cannot be released at the requested time due to work requirements or because of an emergency or staff safety situation, the official will be released when the workload requirements have been met or other arrangements have been made.
  - (3) If the Union official cannot be released the day of the request, they will be informed of the reason for the delay and when the Union official will be released (normally within 24 hours).
  - (4) If a delay in releasing a Union official involves a situation with a contractual time limit, the time limit will be extended equal to the delay.
  - (5) Release may be denied if management determines that the matter is not appropriate for official time under this Article, the request does not include the elements required in 5.7a, if the Union's bank of hours has been exceeded, or if the Union rep is on a Demonstration Opportunity Plan.
- 8.** When performing representational functions at other worksites, the Union official will notify the unit head before arriving. If the visit would unduly interfere with work requirements, the unit head shall establish another time at which the Union official can visit the site.
- 9. Membership Drives.** Upon request and subject to normal security limitations, the Union shall be granted authority to conduct up to two membership drives at any location within a 1-year period, up to 45-days duration each, before and after duty hours, and at break periods and lunch periods. Upon request, Management shall provide the Union with available, reasonable, and visible space, tables, bulletin boards, and easels for use in drives. Uses of communications systems for Union membership drives must be requested in advance and agreed to by the parties at the appropriate level. Those employees who are representing the Union at the drive will not be on official time.
- 10. Restraint.** There shall be no restraint, coercion, or discrimination against any Union official because of the performance of duties in

accordance with this Master Agreement and the Act, or against any employee for filing a complaint or acting as a witness under this Master Agreement, the Act or applicable regulations.

- 11.** The Union will be invited to present their rights and responsibilities to the law enforcement community at any regional annual law enforcement meeting. The Union may also advise all Bargaining Unit employees of their right to Union representation at any other times they determine necessary.

# ARTICLE 6

## MANAGEMENT RIGHTS

1. The following Management rights are identified in 5 U.S.C. 7106 Management Rights 5 U.S.C. 7106:
  - a. Subject to Subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency—
    - (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
    - (2) in accordance with applicable laws—
      - (a) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
      - (b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
      - (c) with respect to filling positions, to make selections for appointments from
        - i. among properly ranked and certified candidates for promotion; or
        - ii. any other appropriate source.
      - (d) to take whatever actions may be necessary to carry out the agency mission during emergencies.
    - b. Nothing in this section shall preclude any agency and any labor organization from negotiating—
      - (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
      - (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
      - (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.
  2. The Parties may continue to address Management-rights issues when mutually agreed.

# **ARTICLE 7**

## **UNION USE OF OFFICIAL FACILITIES AND SERVICES**

### **1. Office Space and Equipment**

- a. Government equipment will not be provided to employees for the purpose of conducting union business. However, in cases where a Union official already has been provided government equipment for conducting agency business for their position of record and normal work activities, such equipment may be used for Union representational activities as defined in Article 5.5.a., provided there is minimal cost to the Agency from such use.
- b. The Union will not be provided office space. However, in cases where a Union official already has an assigned space for their position of record and normal work activities, such space may be used for Union representational activities, as defined in Article 5.5.a., provided there is minimal cost from such use to the Agency.
- c. Management will provide private space, as available, for confidential discussions between a bargaining unit member and a designated Union representative, when the meeting is held in accordance with the terms and procedures articulated in this Agreement.
- d. Union officials are not authorized the use of any Agency space, equipment, communication systems, or other resources for organizing new units or lobbying.
- e. Upon request, the union at each organized unit may be provided up to two filing cabinets.
- f. The Union shall be responsible for the proper use and care of the facilities, services, and equipment provided in this Article.

### **2. Union Use of Electronic Communication Systems**

- a. Electronic Communications systems are defined as the computer system, video teleconferencing (if available), fax, and land-line phone system.
- b. Union officials employed by the Forest Service will be allowed to use agency equipment to communicate with Management, Union officials, and members of the Bargaining Unit as provided for in Section 1 above. Use of communications systems will be consistent with applicable laws and regulations, and Agency policies, and may not interfere with the mission or operation of the Forest Service.



- c. The Parties agree that communications between Management and the Union over electronic communications will be professional.
- d. Union officials will be authorized to use communications systems for representational purposes as defined in Article 5.5.a. Such use will be permitted on official time.
- e. Communications profiles or directories used by Union officials shall be confidential. Management will not initiate access of any Union profiles except for an internal security investigation or to delete the profile. Prior to deletion, the Union will be notified and given an opportunity to be present.
- f. The Union agrees to effectively utilize and manage its communications space through coordination of mailings and archiving or deleting unnecessary files.

### **3. Posting of Information**

- a. Bulletin board space of at least 24 by 36 inches for posting notices and literature, limited to NFFE Local Lodge use only, will be available at each location where there is an employee information bulletin board.
- b. Additional bulletin boards and/or space on a bulletin board may be negotiated at the local level.
- c. Management will provide space on the Agency intranet for the Union to post and maintain information, subject of the approval of the content by management.

### **4. List of Employees**

Upon request, Management agrees to furnish to the Union, at the appropriate level:

- a. usually not more than quarterly, an up-to-date list of employees in the organizational unit showing name, position, title, grade, step, Bargaining Unit Status (BUS) code, Fair Labor Standards Act code, official duty station, and position type.
- b. usually not more than bi-annually, the list of employees and other information in a. will be provided with the addition of bargaining unit employee Agency email addresses.

### **5. Publications**

Management agrees to provide to Union representatives and employees internet access to information such as the Forest Service Manuals (FSM), Position Classification Standards, and other publications. When the availability of the above information changes, it is an appropriate subject

for impact and implementation bargaining under Article 11. Access to other reference materials may be negotiated at the appropriate level unless prohibited by law, rule, or regulation.

**6. Government-Owned or -Leased Transportation**

A Union representative performing union representational functions on official time may be approved to use Government-owned or -leased transportation provided:

- a. Transportation is available or a seat is available at no additional cost,
- b. The Union representative has made reasonable efforts to resolve the matter through the use of current communication technologies, and
- c. Management has determined that such use is reasonable and necessary for a representational function as described in Article 5.5.

## ARTICLE 8

### LABOR-MANAGEMENT RELATIONSHIP

1. The Parties agree to work together to enhance the principles of mutual: trust, accountability, understanding, and respect.
2. The National Parties may meet semi-annually to discuss labor-management relations and other topics of interest to the Parties. Each Party may designate no more than three individuals to attend the meetings. The meetings will be held virtually, unless otherwise agreed. The Parties shall agree to the meeting agenda in advance of each meeting. If the Parties cannot reach an agreement on any agenda items, the Parties will not discuss these items at the meeting. Each Party shall bear its own costs related to attendance at meetings.
3. The Parties agree to engage in informal and formal processes to identify problems and craft solutions to better serve the Agency's employees, mission, and the public. Local parties are encouraged to engage in similar processes when doing so will bring benefit to the Agency's mission.
4. The parties will notify one another of emerging topics or initiatives that may affect conditions of employment as soon as practical unless mitigating circumstances prevail.
5. The Parties see value and share a mutual interest in conducting jointly sponsored training on topics relevant to the efficient and effective administration of the Master Agreement or to develop a common understanding of the Master Agreement.

# ARTICLE 9

## GRIEVANCES

1. **Common Goal.** The purpose of this Article is to provide a mutually acceptable method for the expeditious resolution of workplace issues raised by the parties and/or employees pursuant to 5 U.S.C. 7121. The Parties agree that grievances should be resolved in an orderly, efficient, and equitable manner that will maintain the self-respect of the employee and be consistent with the principles of good management and the public interest. The Parties are committed to making every effort at resolving issues at the lowest level possible. The parties are encouraged to use technologies that reduce the need for travel.
2. **Grievance Prevention.** Most grievances arise from misunderstandings or disputes that can be resolved promptly and satisfactorily on an informal basis. To resolve issues that may result in grievances, potential grievants are encouraged to contact and discuss their concerns with the other party. However, such discussions prior to the start of the grievance process do not extend any time frames unless mutually agreed to in writing.
3. **Definitions**

Grievance means any complaint by any

  - a. Employee concerning any matter relating to his or her employment.
  - b. Labor organization concerning any matter relating to the employment of any employee.
  - c. Employee, Labor organization, or Agency concerning—
    - (1) The effect or interpretation, or a claim of breach, of a collective bargaining agreement.
    - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
4. **Application**
  - a. A grievance may be filed by an employee or a group of employees, by the Union, or by Management.
  - b. Only the Union, or a representative designated by the Union, may represent employees in such grievances. Designations may be done electronically.
  - c. Any employee or group of employees may personally present a grievance and have it resolved without representation by the Local Lodge provided that the Local Lodge will be given an opportunity

to be present and participate on behalf of the bargaining unit at all formal discussions between the grievant(s) and management pertaining to the grievance.

- d. All transmittals in this Article shall be done by electronic means, unless electronic means are impractical.
- e. **Grievance Resolution Meetings.** Meetings to resolve grievances filed under the negotiated grievance procedure are formal discussions to which Union representatives must be invited. The Parties will follow Article 5 as it applies to Union representation in these meetings. The parties will inform one another of whom the Union and Management representatives and participants will be prior to the meeting. No more than one Union representative will be granted official time for a grievance meeting; however, this provision in no way restricts the parties' right to invite additional participants at their own cost.

## 5. Exclusions

The following items are excluded from the grievance procedure to the extent provided by statutes and case law:

- a. Any claimed violation of 5 U.S.C. 73, Subchapter III relating to prohibited political activities (Hatch Act).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under 5 U.S.C. 7532 (national security reasons).
- d. Any examination, certification, or appointment.
- e. The classification of any position that does not result in the reduction in grade or pay of an employee.

The following additional items are excluded from the grievance procedure:

- f. Reduction-in-Force or furloughs of more than 30 days.
- g. Separations during a probationary or trial period. Grievance rights of probationary or trial employees will be consistent with their appellant rights before the Merit Systems Protection Board (MSPB).
- h. Separation or a reduction-in-grade taken against specific employees who have no statutory right to appeal those adverse personnel actions to the MSPB. (This exclusion shall be null and void should a decision by mutual agreement of the Parties or by a third party be rendered that a precedential change in case law occurred that approves or provides for grievances of this nature.)

- i. Non-disciplinary letters pertaining to cautionary situations (Article 22.4).
- j. The assignment of ratings of record, when those rating are fully successful or above.
- k. The award of any form of incentive pay, including cash awards, quality step increases, or recruitment, retention, or relocation payments, except in cases of administrative error.
- l. Bills of Collection for \$100 or more issued to employees, which are covered by special process in Article 4.
- m. Collections from accountable officers (unless case law makes it grievable).

**6. Election of Forum**

- a. Filing a grievance constitutes an election of forum. If the grievance forum is selected, then generally a complaint may not be filed on the same issue/same theory in the forums identified in 6.b below. Conversely, a complaint filed in one of the forums in 6.b below will bar a grievance over the same issue/same theory.
- b. For those matters that are grievable, this procedure shall be the exclusive procedure for the parties and employees. However, nothing in this section shall prevent employees from electing instead to exercise their statutory rights to:
  - (1) File a formal Equal Employment Opportunity complaint.
  - (2) Appeal adverse actions (5 U.S.C. 7512) or actions for unacceptable performance (5 U.S.C. 4303) to the MSPB.
  - (3) File an unfair labor practice charge with the Federal Labor Relations Authority.
  - (4) File complaints for corrective action from the Office of Special Counsel.
- c. If an agency listed above determines that they have jurisdiction to hear an appeal or complaint of an employee who filed a grievance in writing on the same issue, the grievance will be cancelled.
- d. Nothing in this Article shall prevent an employee from filing a complaint with Office of Special Counsel.

**7. Step 1 Grievance Procedure**

- a. A Step 1 Grievance must be filed prior to filing a Step 2 Grievance except for grievances regarding:
  - (1) Union release for official time under Article 5,

- (2) Actions under 5 U.S.C. 7512 (Adverse Actions) or 5 U.S.C. 4303 (Unacceptable Performance), or
  - (3) Violation of Article 16 procedures, which are grieved directly at the Step 2 level.
- b. For all other grievances, the grievant and/or representative must file the Step 1 Grievance with the appropriate Step 1 Receiving Official in writing with a carbon copy to the designated Labor Relations Specialist within 30 days of the incident resulting in the complaint or the date the grievant first became aware of the matter.
  - c. Step 1 Grievance notification: When submitting a Step 1 Grievance, the grievant or his or her representative shall:
    - (1) Identify that this is a “Step 1 Grievance.” Grievants shall state this identification in the subject of e-mail or hard-copy document.
    - (2) Identify the incident resulting in the complaint.
    - (3) Identify the date of the incident.
    - (4) Include to the fullest extent possible information on the alleged violation(s) of the Master Agreement, supplemental or subordinate agreements, or any law, rule, regulation or policy incident.
    - (5) Identify relief requested.
    - (6) Optional—Provide suggested alternative dispute resolution techniques for resolving grievances.
  - d. The parties may resolve the grievance using an alternative dispute resolution technique acceptable to both parties (see Section 12 on Settlements). If no settlement is reached, the Step 1 Deciding Official will transmit a written decision to the grievant and the Union within 30 days after transmittal of the Step 1 Grievance.
    - (1) For Local Lodge and employee grievances, Management will carbon copy the appropriate Council Vice President.
    - (2) For Management grievances, the Union will carbon copy the designated Labor Relations Specialist.
    - (3) Included within such decision shall be a statement indicating the grievant’s right to submit a Step 2 Grievance.

## **8. Step 2 Grievance Procedure**

- a. If the grievant is dissatisfied with the Step 1 Decision, the grievant may file a Step 2 Grievance with the appropriate Step 2 Receiving Official within 30 days of receiving the Step 1 Grievance Decision. If a Decision is not received within 30 days of the transmittal of the

- Step 1 Grievance, the grievant may file a Step 2 Grievance within 30 days of when the Step 1 Decision was due.
- b. In the case of grievances filed over disputes regarding release for official time under Article 5, no Step 1 grievance is required. The Union must file a Step 2 grievance with the appropriate Step 2 official within 30 days of the notification.
  - c. In the case of grievances filed in response to a written decision letter notifying the employee of an action under 5 U.S.C. 7512 (Adverse Actions) or 5 U.S.C. 4303 (Unacceptable Performance), no Step 1 grievance is required. An employee must file a Step 2 grievance within 30 days of the effective date of the action or within 30 days after receipt of the Agency's decision, whichever is later.
  - d. In the case of grievances filed over disputes regarding violations of Article 16, no Step 1 grievance is required. In these instances, a Step 2 grievance must be filed with the appropriate Step 2 official within 30 days of the incident resulting in the complaint or the date the grievant first became aware of the matter.
  - e. A Step 2 grievance will contain the following:
    - (1) Subject identifying that this is a "Step 2 Grievance." Grievants shall state this identification in the subject of the e-mail or hard-copy document.
    - (2) A copy of the Step 1 Grievance and supporting documents, if applicable.
    - (3) A copy of the Step 1 Grievance Decision (if one was received).
    - (4) The issue(s) being grieved at this Step.
    - (5) Any additional supporting evidence available at the time. (Note: If additional information comes to hand after submittal, provide information and continue to attempt to resolve.)
    - (6) The relief requested.
  - f. The grievant/representative is encouraged to include citations of the alleged violation, misinterpretation, or misapplication of the Master Agreement, supplemental agreements, subordinate agreements, or any law, rule, regulation or policy affecting conditions of employment, if applicable.
  - g. The grievant shall file the Step 2 Grievance with the appropriate Step 2 Receiving Official with a carbon copy to the designated Labor Relations Specialist.



- h. The parties may resolve the grievance using an alternative dispute resolution technique that is acceptable to both parties (see Section 12). If no settlement is reached, the Step 2 Deciding Official will transmit a written decision to the grievant and Union within 30 days after transmittal of the Step 2 Grievance. The written decision letter will identify the right to arbitration, supporting documents, and appropriate citations, if applicable. The Parties encourage including supporting rationale in the decision letter.
  - (1) For Local Lodge and employee grievances, Management will carbon copy the appropriate Council Vice President.
  - (2) For Management grievances, the Union will carbon copy the designated Labor Relations specialist.
- i. This response shall be the final Agency or Union decision on the grievance.
- j. If the grievance is not resolved, the matter may be referred to arbitration in accordance with Article 10.
- k. If mediation has not been used previously, the parties are strongly encouraged to engage in mediation prior to arbitration. This does not affect time limits for invoking arbitration.

**9. Grievance Receiving Officials**

- a. Local Lodge or employee(s) file grievances with the respective individual(s) listed.

ORGANIZATION	STEP 1	STEP 2
JCCC Center	Center Director	Appropriate National JCCCC Assistant Director (AD)
JCCCC National Office	Appropriate National JCCCC AD	JCCCC National Director
National Forests	Forest Supervisor	Deputy Regional Forester (DRF)
Regional Office	Staff Director (if there is one) or DRF	DRF or Regional Forester if Step 1 filed with DRF
Research Station, IITE, or FPL	Assistant Station Director or Program Manager	Assistant Station Director, Deputy Station Director, or Director

ORGANIZATION	STEP 1	STEP 2
National Technology and Development Program	Director	WO Engineering Staff Director
Washington Office	Staff Director (if there is one) or the Associate Deputy Chief (ADC)	Appropriate Deputy Chief
Law Enforcement & Investigations (LE&I) Field	Special Agent in Charge	Deputy Director
LE&I and Local Lodge grievance that affects more than one Region	Deputy Director	National Director
Chief Information Office (CIO)	Deputy Director of CIO	Director of CIO
Budget and Finance (B&F)	Deputy Director of B&F	Director of B&F
Enterprise Teams	Director	ADC for Business Operations
Other WO–detached (for example CAT)	Appropriate Staff Director	Appropriate ADC
Human Resource Management (HRM)	Assistant Director	Director of HRM
Unit not identified above	Designated Labor Relations Specialist	Designated Labor Relations Specialist

- b. Intermediate or National Union officials or their designees file grievances with the respective individual(s) listed.

ORGANIZATION	STEP 1	STEP 2
JCCCC Vice President (VP)	Chief of Staff of JCCCC	National Director of JCCCC
National Forest System VP	Deputy Regional Forester	Regional Forester
WO and WO–detached VP	Appropriate Staff Director	Appropriate Associate Deputy Chief (ADC)

ORGANIZATION	STEP 1	STEP 2
Research VP	ADC, Research	Deputy Chief, Research
NFFE-FSC President	ADC, Business Operations	Deputy Chief, Business Operations

- c. Management officials or their designees file grievances with the respective individual(s) listed at the right:

ORGANIZATION	STEP 1	STEP 2
Local Manager	Local Lodge President or PPOC	Appropriate NFFE-FSC Vice President
Intermediate Manager	Appropriate NFFE-FSC Vice President	NFFE-FSC President
National Manager	NFFE-FSC Grievance Chair	NFFE-FSC President

## 10. Authority

- a. The party receiving the grievance will forward the grievance to the Deciding Official who will act upon the grievance. If different from the Receiving Official, the name of the Deciding Official will be communicated to the grievant as soon as practical, normally within ten (10) days of receipt of the grievance. For Union or employee grievances, a copy will be sent to the Union Official designated to handle the grievance or the Local Lodge President/PPOC if no Union Official has been designated.
- b. The Deciding Official must have full authority to resolve all issues being grieved.
- c. The Step 2 Deciding Official shall not be the same as or subordinate to the Step 1 Deciding Official.
- d. In the case of a grievance involving disciplinary action, it is not appropriate for the grievance Deciding Official to be the same individual as or subordinate to the Deciding Official for the disciplinary action.

## 11. Time Limits

- a. Time limits for this Article start with “Day One” on the day following occurrence of the incident being grieved or when the grievant became aware of the issue, transmittal of the grievance to the Receiving Official, or the transmittal of the decision to the grieving party.

- b. The intent of the National Parties is for all participants to act within the time limits allowed within this Article. However, time limits in this Article may be extended by mutual written consent of the parties involved in the grievance.
- c. When information needed by Management to process a grievance is requested from a grievant or the Union, the time limits will be extended equal to the amount of time required to receive the requested information but not more than 15 days. If the information is not received during that time period, Management will render a decision based on the information they have at the time.
- d. When information needed by the Union to process a grievance or to determine whether a grievance exists is requested from Management, any applicable time limits will be automatically extended equal to the number of days it takes to either receive the information or a written statement that the information does not exist or its release is barred by statute.
- e. Failure by the grieving party to meet time limits, or to request and receive an extension of time, shall automatically terminate the grievance, unless mitigating circumstances prevail.
- f. Failure of the deciding official to meet time limits on grievances, or to request and receive an extension of time, shall result in the deciding party's liability for the arbitrator's fees and expenses, unless mitigating circumstances prevail.

## **12. Settlement of Grievances**

- a. Any grievance that is jointly agreed to be resolved will be documented in a written settlement agreement using the settlement agreement template (Appendix D), which the grievant, Union, and the Deciding Official will sign and date.
- b. Any settlement agreement constitutes a full and final resolution of any and all alleged issues raised in the grievance thereby terminating the grievance.
- c. If a party believes that another party has failed to comply with the terms of the 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.

- d. Any settlement must be consistent with the terms of this Master Agreement and applicable Supplemental Agreements.
- e. Regardless of whether the Union is representing an employee in a grievance, the Union will be given the opportunity to be present in all grievance settlement discussions. The Union will be given a copy of all grievance settlement agreements, within 14 days of signing, redacted as necessary to comply with the Privacy Act.

### **13. Grievance Termination**

A grievance will terminate—

- a. At the grievant's request.
- b. Upon termination of employment with the Agency, unless personal relief to the employee may be granted after termination of employment.
- c. Upon the death of the employee, unless the grievance involves a question of pay.
- d. Upon failure by the grieving party to meet time limits, or to request and receive an extension of time, unless mitigating circumstances prevail.

# ARTICLE 10

## ARBITRATION

1. **Introduction.** If the decision on a grievance processed under the negotiated grievance procedure is not acceptable, the issue may be submitted to arbitration. For simple, nonprecedential cases in which the facts are not in dispute, the parties may agree to use an expedited process as described in Section 10 of this Article. The invoking party is encouraged to discuss using expedited arbitration with the responding party prior to invoking arbitration, so that an appropriate list of arbitrators can be obtained.
2. **Process for Invoking Arbitration of a Grievance**
  - a. Prior to invoking arbitration, the invoking party will submit a request to the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) for a list of seven impartial persons qualified to act as arbitrator.
  - b. The notice invoking arbitration must be in writing, signed by an Officer of the NFFE-FSC or the Local Lodge President, or the appropriate Management official, and submitted to the other party within 28 days following issuance of the final grievance decision. If a final grievance decision is not received within the established timeframe per Article 9, then the 28-day timeframe to invoke arbitration begins the day after the final grievance decision was due. An invocation-of-arbitration notice will include a copy of the list, or a copy of the request for a list, of FMCS- or AAA-certified arbitrators. Failure to invoke arbitration within the 28 days will result in termination of the grievance.
  - c. After arbitration is invoked, the parties may mutually agree to use a dispute resolution process. Use of the dispute resolution process does not suspend any of the timeframes in this Article unless mutually agreed by the parties.
  - d. The party invoking arbitration may opt to postpone the arbitration hearing date, if that party has filed an Unfair Labor Practice charge alleging information relevant to the case has been withheld, until the Federal Labor Relations Authority (FLRA) has rendered its decision.
3. Where there are a number of grievances concerning the same issue, the parties will review the issue and may mutually agree to combine the grievances for a single decision on all the cases by the arbitrator.

#### **4. Selecting the Arbitrator**

Unless otherwise agreed, the following process will be used:

- a. Within 21 days after receipt of the list of arbitrators, Management and the Union shall confer to select an arbitrator. If either party fails to participate in the selection process, the other party will make a selection of the arbitrator from the list.
- b. If the parties cannot agree on an arbitrator from the list, each party shall strike one name in turn from the list. The determination of which party shall strike first from the list will be determined by the flip of a coin. After each party has struck three names from the list, the remaining person shall serve as the arbitrator.

#### **5. Submissions**

- a. The parties are encouraged to jointly frame the issue(s) prior to the start of the arbitration hearing.
- b. If the parties cannot agree on a joint statement of the issues, they will submit separate statements to each other and to the arbitrator. The arbitrator will decide the issues to be heard on this basis.

#### **6. Arbitration Process**

- a. If the parties do not agree to expedited arbitration, a formal hearing shall be held.
- b. The parties agree that Union and Management representatives for each arbitration will be limited to two representatives: a lead representative and a technical representative for each party, unless otherwise agreed. The representatives will be identified as soon as possible to each other prior to the hearing.
- c. The parties agree to exchange witness lists and/or information that is germane to the case with each other prior to the arbitration through a designated official. This period of exchanging witness lists and requesting information will end 14 days prior to the arbitration date. Information germane to the case will be furnished to the parties no later than 10 days prior to the arbitration hearing. Questions raised as to whether a witness is necessary or information is germane will be resolved by the arbitrator.
- d. Upon selection of the arbitrator in a particular case, the respective representatives for the parties will communicate jointly with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing. The parties will endeavor to schedule the hearing within 90 days after arbitration is invoked. If the parties are

unable to mutually agree and schedule a hearing date within 90 days, the arbitrator will select a date.

- e. If the arbitrator is not available within the timeframe, the parties shall agree either to extend the timeframe or select a different arbitrator.
- f. All communications with the arbitrator will include the other party unless otherwise mutually agreed.
- g. The arbitrator will be requested to render the decision and remedy to the parties as quickly as possible, but, in any event, no later than 30 days after the conclusion of the process as described above, unless the parties otherwise agree.
- h. The arbitrator's decision shall be final and binding, unless an exception is filed with the FLRA or judicial review is sought. If no exception/review is filed, the arbitrator's decision and remedy will be implemented.
- i. The intent of the parties is for all participants to act within the time limits allowed within this Article. However, time limits in this Article may be extended by mutual consent.

## **7. Authority**

- a. The arbitrator's authority is limited to the adjudication of issues that were raised in the grievance procedure or pursuant to Section 9. The arbitrator shall not have authority to add to, subtract from, or modify any of the terms of this Master Agreement, or any supplement thereto.
- b. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board (MSPB), the arbitrator shall be governed by 5 U.S.C. 7701(c)(1) and, to the extent applicable, by the precedential decisions of MSPB.
- c. The arbitrator shall have the authority to require the parties to produce information to the extent allowed by statute, law, and/or regulation.

## **8. Fees and Expenses**

- a. The cost of arbitration, including panel request fees and arbitrator's fees and expenses, shall be borne by the losing party. When a decision does not clearly favor one party's position over the other, the arbitrator may specify that all costs should be borne equally by the parties.



- b. The cost of arbitration expenses for threshold or enforcement issues will be paid by the losing Party in each proceeding.
- c. If a clarification of an arbitrator's decision is necessary, the requesting party will pay for the additional arbitration fees and expenses. The arbitrator will be requested to complete the clarification within 30 days. If jointly requested, the costs will be shared.
- d. An employee who is found to have been affected by an unjustified or unwarranted personnel action that has resulted in the withdrawal or reduction of all or part of the pay, allowances, or differentials of the employee is entitled, on correction of the personnel action, to receive reasonable attorney fees related to the personnel action, awarded in accordance with standards established under 5 U.S.C. 7701(g).
- e. The arbitration hearing will be held, if possible, on Management's premises and during the regular day-shift hours, unless mutually agreed otherwise.
- f. Absent an emergency or other special circumstance, the grievant and any employee called as a witness, under Subsection 6.c, will be released from duty to the extent necessary to participate in the scheduled official proceedings. Their participation will be on official time and with travel expenses as authorized in agency travel regulations. If Management determines that the grievant or an employee called as a necessary witness cannot be released to participate at the scheduled time, Management will notify the Arbitrator and the Union as soon as practical and explain why the employee(s) must be withheld from participating and when Management expects to be able to make the employee(s) available. The parties shall defer to any ruling by the Arbitrator as to how to resolve the issue. If Management determines that the grievant or an employee called as a witness cannot be released at the scheduled time, Management will be considered to have raised the issue, and Subsection 8.i, below, will apply.
- g. Those Union representatives employed by the Forest Service will be entitled to official time, travel, and per diem expenses.
- h. Employee participants on shifts other than the regular day shift will be temporarily placed on the regular day shift for the pay period(s) of the hearing in which they are involved.
- i. If threshold or other issues are raised later than the arbitrator's cancellation date, then the party raising the issue shall be responsible

for the costs incurred to reschedule the arbitration on the merits of the grievance unless mutually agreed otherwise by the parties.

- j. **Transcripts.** The cost of a transcript, requested by one party for its exclusive use and not shared, shall be borne by the requesting party. If it is mutually agreed to request a transcript, the cost will be borne equally.

## **9. Grievability/Arbitrability/Timeliness Threshold Determinations**

- a. The Parties agree that threshold issues should be raised as soon as possible, preferably during the grievance process. If not previously raised during the grievance process, the parties will raise threshold issues by submission of a written statement of the issue, including any supporting documentation, to the other party. If the parties are unable to resolve the issue, the party raising the issue may submit it to arbitration. The arbitrator to whom the issue is submitted shall have the authority to settle the threshold issue.
- b. Threshold questions shall be resolved and decided by a separate arbitration prior to the hearing on the merits of the grievance. If requested by either party, the threshold issue will be decided by an arbitrator different from the one selected to hear the merits of the case.

## **10. Expedited Arbitration**

In an effort to reduce time and expenses of some grievance arbitrations, the parties may agree to expedited procedures that may be appropriate in certain nonprecedential cases or those that do not involve complex or unique issues. Expedited arbitration is intended to be a mutually agreed upon process whereby arbitrator appointments, hearings, and awards are acted upon quickly by the parties and the arbitrators. The process is streamlined by mandating short deadlines and eliminating requirements for transcripts, briefs, and lengthy opinions.

The parties may elect to use the expedited processes of FMCS, AAA, or any of the procedures described below:

- a. A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
- b. An arbitrator inquiry may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as

he or she deemed necessary, prepare a brief summary of the facts, and render an on-the-spot decision with a summary opinion. The parties may mutually agree to eliminate the summary opinion.

- c. **Mini-Arbitration.** In this case, an oral hearing will be held. The arbitrator will prepare a brief summary of the facts and render a decision with a summary opinion. The parties may mutually agree to eliminate the summary opinion.
- d. **Mediation-Arbitration.** The parties may mutually agree to a certified AAA or FMCS arbitrator who will use a mediation-arbitration process to determine the outcome of the case.

## **11. Exceptions and Appeals**

- a. An exception to the arbitrator's decision may be filed in accordance with FLRA regulations.
- b. For arbitration cases related to actions taken under 5 U.S.C. 4303 (unacceptable performance) and 5 U.S.C. 7512 (suspension of greater than 14 days, demotions, removals, etc.), either party may request judicial review during the 30-day period beginning on the date the Award is served on the party for cases in which discrimination covered by 5 U.S.C. 7702 is alleged as a basis for the appeal and 60 days for nondiscrimination cases.

**12. Implementation of Arbitration Awards.** To facilitate implementation of the Award, the arbitrator who heard the threshold issues and/or merits of the case will retain jurisdiction until the Award is implemented. Arbitration Awards will be implemented as soon as possible following the final decision. A decision is not considered final until all exceptions, if any, are resolved.

# ARTICLE 11

## MIDTERM NEGOTIATIONS

1. **Purpose.** The purpose of this Article is to provide a process for negotiations during the term of this Master Agreement.
2. **General Provisions**
  - a. The Master Agreement is controlling, and neither the Union nor Management may negotiate nor implement any change that conflicts with this Master Agreement. Only the National Parties may reopen the Master Agreement, in whole or in part, during its term and only upon mutual agreement subject to Article 45 Section 2.
  - b. The Parties agree that changing conditions may create a need for either Management or the Union to propose midterm negotiations. Either party may propose changes in conditions of employment not in conflict with this Master Agreement during its term. The procedures in this Article will be used when such changes in conditions of employment are proposed and are not covered by this Agreement.
  - c. The Parties at all levels are advised to consider Article 8 when contemplating changes in conditions of employment. If issues are not fully resolved through informal discussion, and there is a bargaining obligation, Management will notify the Union and negotiate as appropriate in accordance with the provisions of this Article and law.
  - d. Management agrees that it will not unilaterally implement changes in personnel policy or practices that affect conditions of employment, including those originating from terms of dispute settlement agreements, unless there is an emergency or the date of implementation is required by law. In these situations, post-implementation issue resolution or negotiations may be appropriate.
  - e. Management may implement changes in personnel policy or practices that affect conditions of employment that are not in conflict with this Master Agreement. When the changes create a bargaining obligation, Management will notify, in writing, the appropriate Union officials of the proposed changes and provide the opportunity to negotiate, including conclusion of mediation and impasse procedures if the services of either the Federal Mediation & Conciliation Service (FMCS) or the Federal Service Impasses Panel (FSIP) are invoked by either Party.

- f. If negotiations are invoked, the parties at the level proposing the change are obligated to meet or otherwise communicate in a timely manner and bargain in good faith, which may include mediation and impasse procedures.
- g. At the completion of negotiations, the parties agree to support the negotiated agreement.
- h. Nothing in this Article shall be construed to limit either party's statutory rights.
- i. Parties may address alleged violations of this Article through either the grievance/arbitration process or through filing an Unfair Labor Practice (ULP), but not both.

### **3. Negotiation Procedures**

- a. The parties agree to use the Article 11 Proposal, Response to Proposal, and Ground Rules checklists (Appendix E).
- b. Notifications and response timelines. The designated official of the proposing party will provide written notice delineating proposed changes to the designated official of the responding party, utilizing the Article 11 Proposal checklist. After receipt of the notice and proposal, the responding party will respond as quickly as possible, but no later than 14 days.
  - (1) If negotiation is invoked, the responding party will have an additional 14 days to use the Article 11 Response to Proposal checklist to submit specific proposals for negotiation and submit proposed ground rules as per the checklist. The Parties will schedule a time and begin negotiating within 10 days after Management's receipt of the Union's Article 11 Response, unless the parties mutually agree to extend timeframes.
  - (2) If the responding party does not wish to invoke negotiations, they will respond to the other party in writing as soon as possible, but no later than 14 days after receipt of the original Article 11 Notice.
  - (3) On a Management-initiated proposal, if response is not received within 14 days, Management will deem the Union's request to negotiate waived and closed and may proceed with implementation of the proposal, unless there is a mutually agreed-upon extension in writing. In situations where management did not notify both of the appropriate union officials identified in d. below, the union has 28 days to respond before management may proceed with implementation.

c. Negotiation Ground Rules:

- (1) The parties will establish a ground rules agreement (as per checklist) for each negotiation. The National Parties encourage the use of facilitated negotiation, and the use of technologies that reduce the need for travel, but the conducting of a specific negotiation may be by any method and means agreed to by the parties. Regardless of the negotiation method used, the parties are encouraged to work expeditiously.
- (2) Facilitation expenses for Article 11 negotiations:
  - (a) Any expenses incurred for external facilitation will be fully borne by the party issuing the Article 11 notice.
  - (b) Travel and per diem expenses incurred for internal facilitation will be borne by the party issuing the Article 11 notice.

d. Designated Officials and Points of Contact:

- (1) For the National level: Designated official for the Union is the NFFE-Forest Service Council (NFFE-FSC) President, and copy the NFFE-FSC Negotiations Committee Chairperson. Designated officials for Management are listed in the Forest Service Manual (FSM) 6100 Delegations of Authority Manual Supplement for negotiations, as amended and copy the Designated Labor Relations Specialist.
- (2) For the Intermediate level: Designated official for the Union is the NFFE-FSC Vice President, and copy the NFFE-FSC Negotiations Committee Chairperson. Designated officials for Management are listed in the FSM 6100 Delegations of Authority Manual Supplement for negotiations, as amended and copy the Designated Labor Relations Specialist.
- (3) For the Local level: Designated official for the Union is the primary point of contact (PPOC) for the organized unit as designated per Article 5, or the Local Lodge President, if no PPOC has been designated, and copy the appropriate NFFE-FSC Vice President.
- (4) Designated officials for Management are listed in the FSM 6100 Delegations of Authority Manual Supplement for negotiations, as amended and copy the Designated Labor Relations Specialist. If the proposing party is unclear who the designated official is for a particular organization, the NFFE-FSC Secretary-Treasurer, for the Union, or the National Labor Relations Officer, for the

Agency, may be contacted and will provide the name and contact information of the designated official.

- e. Delegation of Authority:
  - (1) When the lead negotiator, for either party, is other than the designated official, their delegation of authority shall be in writing.
  - (2) The National Party or intermediate-level parties may delegate their authority in writing to negotiate specific issues, otherwise negotiable at their level, to parties at subordinate levels in order to promote more effective and efficient resolution of issues that more directly affect those parties.
- f. Information requests: The Parties agree that information requests must articulate a particularized need necessary to respond to the proposal/issue. When information is requested from the other party, any applicable time limits will be automatically extended equal to the number of days it takes to either receive the information or a written statement that the information does not exist or its release is barred by statutes. Information requests must be submitted to the designated Management official and the [Designated Labor Relations Specialist](#).
- g. Memoranda of Understanding: Unless mutually agreed otherwise by the negotiating parties, final negotiated agreements will be documented in a Memorandum of Understanding (MOU) and identify the parties to the MOU and its terms. If applicable, the MOU will state whether or not further negotiations may take place at the lower organizational level(s) and state any known conditions that need to be met prior to implementation of the changes giving rise to the negotiations and agreement. The MOU will state any conditions for reopening and/or the duration of the agreement.
- h. Printing and distribution: The timely printing and distribution of negotiated agreements will be the responsibility of Management, unless otherwise agreed. Posted agreements will be in compliance with Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794(d)).

#### **4. Supplemental Agreements**

- a. Supplemental Agreements are agreements negotiated at the national level during the term of the Master Agreement.

- b. Normally, the subject addressed in a supplemental agreement will be addressed and incorporated into the Master Agreement in term negotiations.
- c. Existing supplemental agreements, not incorporated into the Master Agreement during term negotiations, remain in effect in accordance with their terms.

## **5. Subordinate Agreements**

- a. Subordinate agreements are agreements negotiated at the Local and intermediate levels during the term of this Master Agreement.
- b. The intermediate- or Local-level parties may bargain subjects that are not specifically covered by this Master Agreement, or which have been identified in higher-level agreements for further negotiations. Negotiated agreements between the Local and intermediate parties shall not duplicate, conflict with, or otherwise be inconsistent with the Master Agreement or supplemental agreements and may be subject to review by the National Parties. All Memoranda of Understanding should be posted on the FSweb.
- c. When subordinate negotiated agreements later come into conflict with subsequent higher level negotiated agreements, the higher level negotiated agreement will prevail. Subordinate-negotiated agreements will be modified to reflect changes necessitated by the higher level negotiated agreement.
- d. Existing subordinate negotiated agreements not in conflict with the Master Agreement remain in effect in accordance with their terms.
- e. Any question of validity or noncompliance of a subordinate negotiated to the Master Agreement or any supplemental agreements shall be submitted by either party to the National Parties for resolution. Questions and issues not addressed in any national agreements, as related to its contents, and whether such issues may be negotiated locally should be raised to the National Parties for resolution. A decision will be made by the National Parties within 30 days. If the Parties are unable to agree as to compliance or validity, either Party may submit the issue to arbitration.

## **6. Negotiability Disputes and Impasses**

- a. Negotiability Disputes: If Management believes a written Union proposal is nonnegotiable under 5 U.S.C. Chapter 71, they will raise the issue of negotiability in a timely fashion, at the early stages of the negotiation process, so that attempts can be made to cure any



negotiability problems. If the negotiability issue cannot be resolved, the Union will be provided, upon written request, with a written statement of the rationale for a claim of nonnegotiability. The Union may submit a negotiability appeal to the Federal Labor Relations Authority (FLRA) in accordance with applicable regulations.

- b. Impasses: In the event the parties cannot reach agreement, either party may request assistance from the FMCS. If the matter remains unresolved, either party may request impasse resolution assistance from the FSIP.

## **7. Past Practices**

- a. Privileges of employees that by custom, tradition, and known past practice have become a condition of employment shall remain in effect unless modified pursuant to negotiations or such practices conflict with the Master Agreement, Government-wide regulation, and/or statutory provision(s). When past practices are inconsistent with a Government-wide regulation or law that requires an immediate change on or by a specified date, negotiations may occur post-implementation.
- b. The question of whether or not a particular set of circumstances rises to the level of a condition of employment, the change of which by Management would trigger a bargaining obligation, is a complex legal question. The parties at the intermediate and Local levels are advised to seek advice from the National level.

## **ARTICLE 12**

### **PRENOTIFICATION FOR UNFAIR LABOR PRACTICE CHANGE**

- 1.** The Parties agree that prior to filing an Unfair Labor Practice (ULP) charge, the charging party will serve written notice of the alleged ULP charge on the other party. The charging party may file a ULP charge any time after providing the prenotification.
- 2.** If the charged party requests the opportunity to discuss the issue(s), the parties will begin discussions as soon as possible but no later than 14 days after the charge is filed, unless more time is mutually agreed to. The parties are encouraged to resolve the issue in the prenotification stage.
- 3.** The parties will have full authority to mutually agree to any procedures necessary for resolution.
- 4.** Amendment of the ULP charges on the same issue will not necessitate a new prenotification of said charges. However, the parties are encouraged to discuss and try to resolve the issues(s) that gave rise to the amendment.
- 5.** Neither party has the authority to waive or extend the 6-month statutory filing requirement.
- 6.** If a ULP charge is filed with the Federal Labor Relations Authority (FLRA), the charging party may request the FLRA to allow the parties additional time to attempt resolution before proceeding.

# ARTICLE 13

## ORIENTATION OF EMPLOYEES

1. Management shall inform all new employees that the Union is the exclusive representative of employees in the Bargaining Unit and provide a copy of the written designation of Union officials (see **Article 5.1.f**). When the Union supplies Management with a Union packet, Management will provide it to new employees during their first 30 days. All applicable subordinate agreements that apply to the Bargaining Unit may be included in the packets.
2. The national online New Employee Orientation shall include an item in the supervisor/employee checklist related to discussing labor organizations. The linked material will include:
  - a. General information about Labor rights in the Federal sector;
  - b. Information about the Bargaining Units in the Forest Service;
  - c. Links to the Albuquerque Service Center, Human Resource Management Website, the Master Agreement, the National Federation of Federal Employees-Forest Service Council Website, and the SF-1187 payroll deduction form.
3. Upon request, Management will give the appropriate level of the Union a list of all employees added to the Bargaining Unit for the period requested.
4. Where practical to do so, supervisors will arrange to introduce new employees to a local Union official.
5. Discussions held with new Bargaining Unit employees where working conditions are discussed may constitute formal discussions (see Article 5.4).
6. The Union will be granted a period of time to speak at group orientation sessions that are held for employees. Such time will normally not exceed 1 hour, although additional amounts may be negotiated at the appropriate level. The Union will receive a reasonable notice at least 7 days prior to local sessions and at least 30 days prior to regional or national sessions.
7. Further details of Union participation in the orientation process may be negotiated at the appropriate level.

# ARTICLE 14

## POSITION DESCRIPTION AND CLASSIFICATION

### 1. Policy

Each employee shall have a position description (PD) that is accurate as to title, pay plan, series, and grade, and clearly states major duties that serve as the basis for establishing performance standards.

- a. A PD is deemed to be accurate when the principal duties, knowledge requirements, and supervisory relationships are described, and it covers 80% or more of the work situation.
- b. All major duties must be covered in the PD. "Major duty" is defined as a grouping of tasks that is series- or grade-controlling if they (1) are a regular and continuing part of the job, (2) are performed 25% or more of the time, and involve a higher level of knowledge and skill.
- c. Duties that require special training, performance, or credentials that are necessary to perform the job should be reflected in the PD, even if they are less than 25% of the employee's time.
- d. Employee PDs or PD cover sheets, when created, updated, modified, or upon request, will identify:
  - (1) Any security clearance or background-check requirements; and
  - (2) Telework eligibility of the position.
- e. The PD shall be reviewed annually by the employee and work supervisor, normally during the performance evaluation process.

### 2. New or Revised Position Descriptions

- a. When an employee is assigned additional major, regular, and recurring duties that are likely to exceed 12 months and are not reflected in their position description, Management will revise the PD to reflect the changes, in accordance with this Article.
- b. For new employees, or when a new PD has been approved and classified, the supervisor and the employee will review and discuss the PD and how it relates to performance expectations under Article 15. With concurrence of the supervisor, the employee may have a Union representative present.

### 3. Position Description Review/Classification Procedure

- a. Employee Request for PD Review (excluding Research Scientist positions): Any employee who feels that they are performing duties outside the scope of their PD, or that the PD is otherwise inaccurate,

may make a written request to their immediate supervisor that the position be reviewed. The total aggregate timeframe for the process in (1)-(3) below will not exceed 45 days, unless mutually agreed in writing.

- (1) Employee submits request for a PD review, along with a summary of inaccuracies and/or additional duties not described to their immediate supervisor. The employee and supervisor will discuss whether or not to submit a new PD.
  - (2) If the supervisor agrees that the PD is inaccurate, a proposed PD will be prepared, and the employee will be promptly provided with copies of all other documents the employee must complete. In preparing the proposed PD, the supervisor will consider the employee's written and oral comments, if applicable. If further modifications of the proposed PD occur prior to classification, the supervisor will discuss the changes with the employee. Agency documents to be completed by employees as part of the PD review will be clear, concise, understandable, and similar for all employees and posted on the Classification section of the Human Resource Management (HRM) Website.
  - (3) After the proposed PD and required documents are completed, the PD review package will be submitted to HRM by the supervisor for classification. A copy of the review package will be given to the employee.
- b. Management-Initiated PD Review: When a PD review is initiated by Management (for example, new classification standards or supervisor perceives a change in duties), the supervisor will discuss proposed changes to the PD and will consider feedback from the employee prior to submitting the PD review package to HRM for classification. The employee and supervisor will complete the applicable documents required to provide a complete PD Review Package.
  - c. If the employee and supervisor do not agree on the accuracy of the PD, the employee may grieve the accuracy of the PD in accordance with Article 9.
  - d. For all PD reviews, Management will communicate the classification determination to the employee within 60 days from the time the completed PD review package was submitted for classification. The employee will be given a copy of the reclassified PD, cover sheet, and, if applicable, the classifier's evaluation statement.

- e. The employee may have Union representation during any discussions between the employee and supervisor or management related to the review and classification. The role of the representative is to help the employee understand the process and articulate their duties. The representative will not be disruptive in the meeting.
- f. Management shall refrain from temporarily reassigning an employee's work during the PD review if the sole purpose for reassigning the work is to avoid reclassification of the employee's position.
- g. Panel Requests for Research Scientist Positions:
  - (1) The position review process for employees occupying research scientist positions is set out in the current Forest Service Guide for Preparing Research Scientist Position Descriptions.
  - (2) The employee shall initiate the review process by submitting to their immediate supervisor a panel package in accordance with the Guide. The supervisor shall review and suggest changes to the employee's package, and provide initial feedback to the employee within 30 days. Subsequent revisions will be completed in a timely manner.
  - (3) Normally within 90 days after HRM receives a complete panel package as described in the Guide, the panel will be scheduled and the employee will be notified of the panel date as soon as possible, so that they may notify their references.
  - (4) For panel decisions that recommend a grade of GS-14 and below, Management shall communicate the panel decision to the employee within 45 days from the panel date. Panel results for the GS-15 level will be communicated to the employee by management within 30 days of receipt by HRM of the approval by the Deputy Chief of Research and Development. Recommendations for Scientific Technical level will be communicated to the employee after approval by the Deputy Chief and will include the date forwarded to the Department. The employee shall be given a copy of the panel evaluation report.

#### **4. Position Classification Review/Appeal Procedure**

The classification of any position that does not result in the reduction in grade and pay of the employee is not subject to the negotiated grievance procedure. However, when the accuracy of a PD has been established under Section 3, but the employee believes their position is not properly classified as to title, pay plan, series, and/or grade, the employee may:

- a. Request a Forest Service position classification review:
  - (1) Research scientist positions. The process is addressed in the current FSH 6109.15, Chapter 30.
  - (2) All other positions. To initiate a classification review, the employee may submit such a request, through their supervisor, to a Forest Service classifier to have the classification of the position reviewed by a different Forest Service classifier. The classifier will consider the employee's written and oral comments. The employee may have Union representation during any discussions related to the review. The findings, including the reviewer's evaluation statement, will be reported in writing to the employee no later than 90 days from the date of the employee's request to the Forest Service classifier.
- b. Appeal directly to the U.S. Department of Agriculture (USDA) or the U.S. Office of Personnel Management (OPM): The employee may use the USDA or the OPM Classification Appeal procedures directly, or upon completion of the Forest Service Position Classification Review in Subsection 4.a, above. Employees may request information on the classification appeal rights and process from Management.

#### **5. Actions Following Reclassification at a Higher Grade**

In accordance with 5 U.S.C. 7106, management has the right to assign work. As such, if a review of a position or PD reveals that there has been an accretion of duties, one of the following actions will be taken:

- a. If Management decides to promote the employee, they will be promoted at the beginning of the second pay period after the position has been classified at the higher level, in accordance with Article 16. In the event the promotion is delayed, Management will inform the employee of the reason for the delay and the pay period that the promotion will take effect.
- b. If Management decides to eliminate and/or redistribute the grade-controlling duties, the employee will be advised in writing of this decision within 14 days of the completion of the review, including a summary of the duties that are being removed.
- c. If Management temporarily needs the employee to perform these higher-graded duties, the employee will receive a noncompetitive temporary promotion, if otherwise eligible. Such temporary promotion will be effective at the beginning of the second pay period after the position has been classified.

# ARTICLE 15

## TEMPORARY PROMOTIONS AND DETAILS

### 1. Temporary Promotions

A qualified employee placed in a higher graded position or assigned to a group of duties that have been properly classified at a higher grade, for 30 consecutive days or more, will be temporarily promoted into that position and paid accordingly. As with a detail, the employee returns to their regular duties and position at the end of the assignment.

- a. Supervisors will refrain from rotating or scheduling assignments of employees to avoid compensation of a particular employee at the higher level.
- b. Temporary promotions of over 120 days will be filled through competitive procedures unless filled with a noncompetitive-eligible employee.
- c. An employee will not be deterred or prohibited from competing for or accepting a temporary promotion.
- d. An employee cannot be noncompetitively promoted for more than 120 days in a 12-month period, unless they are eligible for non-competitive promotion.
- e. The initial time period of a competitive temporary promotion shall be listed in the vacancy announcement. Any extensions to the initial period will be documented on an SF-50.

### 2. Details

A detail is the temporary assignment of an employee, with no change in pay, to a different position or to a different set of duties for a specific period, with the employee returning to his or her regular or similar duties at the end of the detail. The employee continues to be the incumbent of the position from which they are detailed.

- a. Employees may be detailed at any time or location to meet emergencies.
- b. Details within an employee's commuting area may be voluntary or involuntary.
- c. For details outside an employee's commuting area, Management of the sending unit will:
  - (1) Seek qualified volunteers for the assignment before directing an employee to an involuntary assignment;



- (2) Except for emergencies, provide an employee at least 10 days' notice prior to the reporting date; and
  - (3) Consider requests for relief under Article 42 from an employee for whom a detail assignment would create an undue hardship.
- d. When Management determines the need for a detailer for more than 120 days, chooses to fill the position noncompetitively, and has determined through an open outreach process that there are two or more qualified lateral candidate employees within the competitive area of the detail position, Management shall rotate assignments at least every 120 days unless legitimate job-related reasons or travel/ per diem costs require otherwise.
  - e. Additional procedures and arrangements may be negotiated at the appropriate level.
  - f. Supervisors are encouraged to support employees on detail opportunities that assist employees to gain experience in other occupational series, especially when employees have educational qualifications for professional series when currently employed in a technical or administrative series.
3. **Advertising Temp Promotion and Detail Opportunities.** If outreach is used to seek candidates from outside the organization for details and noncompetitive temporary promotions, then outreach notices should be posted, for at least 7 days, and the Outreach Notice will be posted using the procedures in Article 16.3.
4. Details in excess of 30 days and all temporary promotions require a completed SF-52 personnel action approved by the employment officer of the sending unit, and will be documented in the employee's Official Personnel Folder (OPF) with copies of the record forwarded to the employee.
5. See Article 19.3.(c) for per diem and travel provisions related to temporary promotions and details outside the employee's commuting area.

# ARTICLE 16

## PROMOTIONS

1. All promotion and staffing procedures will be performed in accordance with applicable laws and regulations, government wide rule and regulation, as well as Departmental Regulation, 4030-335-002—Merit Promotion and Internal Placement Plan dated July 22, 2015 (Merit Promotion DR) and, for bargaining unit positions, this Article.

The intent is to recruit highly qualified, diverse individuals; to give employees an opportunity to receive fair, equitable, and appropriate consideration for higher level jobs and develop their knowledge skills and abilities; and to provide career opportunities. Promotions, temporary promotions, and detail assignments are effective ways to increase employee retention, improve employee morale, encourage employee innovation, and encourage wise use of agency investments in current employees.

### 2. Definitions

- a. Advertise: The term “advertise” means that a vacancy announcement, also known as a Job Opportunity Announcement, is opened on USAJobs.
- b. Hiring Official: Management official who receives the referral list for evaluation.

### 3. Outreach

When outreach is conducted, the following provisions apply:

- a. Outreach notices shall be posted in the Forest Service Outreach database, and they shall be accessible to all permanent employees through the Forest Service intranet and available on the Forest Service internet website.
- b. Employees are encouraged to develop profiles in both USAJobs and the Outreach database to facilitate receiving notices on jobs for which they may be interested.
- c. Outreach notices, at a minimum, will include the following information:
  - (1) Title, series, grade;
  - (2) Location(s);
  - (3) Point of contact information;
  - (4) Response timeframe(s); and

- (5) If used for details and temporary promotions, the anticipated starting and ending dates of the assignment and whether travel expenses will be authorized.
  - d. Positions in the Outreach notice will be described at least as broadly (in both series and grade) as how the position is actually filled or advertised.
4. **Exceptions to Competition.** The exceptions to competitive procedures include all items outlined in the Merit Promotion DR, Appendix G, and other applicable hiring authorities.
5. When Management fills vacancies in the bargaining unit by using Pathways Recent Graduate and Indefinite Appointments, the following procedures will be followed:
- a. For conversion of Pathways Indefinite Interns to career or career-conditional positions when the target grade of the position is higher than GS-9 for Professional Positions, Management will advertise through Merit Promotion.
  - b. For Pathways Recent Graduate vacancies, a companion Merit Promotion vacancy announcement will be advertised.

6. **Merit Promotion Procedures**

When Management uses Merit Promotion announcements, the following procedures will apply.

- a. Notifications to Applicants and Appeals
  - (1) Applicants will be notified of the status of their application within 2 days after issuance of the referral list. At a minimum, applicants shall be notified:
    - (a) They were not referred: not eligible.
    - (b) They were not referred: not qualified.
    - (c) Referred to the hiring official.
  - (2) In accordance with the USDA DR for Merit Promotion and Internal Placement, employees may request a review of their application within 7 days of the notification that they are not referred to the hiring official. The employee will request a review by contacting HRM and opening a case. Management has 7 days to review the determination and render a final determination.
  - (3) If there is a dispute over whether the employee has met the positive education requirement, management will seek the

assistance of a subject matter expert to determine whether the employee meets the Basic Qualifications.

- (4) If an employee believes that they were not referred in error, management shall review the employee's entire application to determine whether the employee should have been referred.
  - (5) If an employee's request for review was timely and it is determined that the employee should have been included among the candidates referred to the hiring official, if the position has not been filled, the employee will be added to the list of candidates and considered.
  - (6) If the position was filled, and reconstruction of a promotion action shows that the employee should have been referred to the hiring official, the individual shall receive priority consideration for one year for the next appropriate vacancy at the same series, grade, and promotion potential and geographic location. The individual eligible for priority consideration must be considered by the hiring official(s) before other applicants are ranked or referred for selection.
- b. Release Dates under Merit Promotion. In accordance with the Merit Promotion DR:
- (1) An employee selected for promotion must be released within a full pay period, or a later date if agreed to by the employee and gaining unit.
  - (2) For a selection other than promotion, the employee must be released no more than two full pay periods from date of selection. Exceptions may be made by management with input from the employee.
- c. Release of Information While the Vacancy is Open: In accordance with the Merit System Principles, only applicant numbers and diversity of applicant pool are available during the open period of a vacancy announcement.

## **7. Career Ladder Promotions**

- a. Except as provided below, employees within a career ladder will be promoted to the next performance level as soon as they have:
- (1) Met the time-in-grade requirements, AND
  - (2) Have successfully met the requirements of the current and the next higher grade in the areas in which they have been provided an opportunity to perform.

- b. If a supervisor's review leads to the conclusion that the employee's performance does not warrant a promotion or that other factors exist that may delay a promotion, the supervisor will provide a notice to the employee in writing 60 days before the employee is eligible for the promotion. If the decision not to promote was based on performance:
  - (1) The written notice will explain where the employee's performance is lacking and advise what the employee must do to qualify for the promotion. The employee will be given 60 days to improve to a level warranting promotion.
  - (2) If, at the end of 60 days, performance has improved to an acceptable level, the employee will be promoted to the higher grade.
  - (3) However, if 60-day advance notice requirements are not met and performance is found to be acceptable at the end of the 60-day period, the promotion will be made retroactive to the date the employee met time-in-grade requirements.

## **8. Repromotion Rights**

- a. This section applies for up to 2 years from the date of involuntary demotion (see Appendix F). It does not apply to involuntary demotions due to performance or misconduct.
  - (1) Upon request, Management will provide the Union with a current list of employees, maintained by the Agency, with re-promotion rights. If the Union is designated to represent an employee on the list, upon request, the Union will be provided all information regarding the potential matches and the outcomes related to the potential matches for that employee.
  - (2) Candidates with repromotion rights will be given appropriate consideration, prior to filling of vacancies.
  - (3) When more than one employee has repromotion rights and both are qualified for a position, the employee with the earliest service computation date will be offered repromotion first.
  - (4) Offers of positions outside the commuting area to employees whose positions have been downgraded, and who are entitled to saved-grade/saved-pay protections may be declined by the employee and shall not affect the entitlement to saved grade or saved pay. The distance involved in the commuting area shall be in accordance with the same definition as put forth in Article 35, Section 8d, of the Master Agreement.

- b. After the two year period covered above, the employee is still eligible for priority consideration to be repromoted to the highest grade previously held on a permanent basis (or intervening grade), if they apply for a position. In order to assert this eligibility, the employee must include the employee's repromotion letter or SF-50 showing their involuntary downgrade indicating that they have repromotion priority consideration when they apply for a vacant position.

## **9. Accretion of Duties**

An accretion occurs when a qualified employee has been performing grade-controlling duties classified at a higher grade level for an extended period of time (normally 12 months) and will continue to perform the grade- controlling duties on a regular and recurring basis. If the action is supported by a classification determination, in accordance with Article 14 Section 5, Management may elect to noncompetitively promote the employee into the reclassified position if the conditions for accretion of duty in the USDA Merit Promotion DR have been met.

For the purpose of accretion of duties organizational unit means a "supervisory unit," which is typically the lowest level of an organizational unit where like work is performed.

## **10. Union Rights to Information**

- a. Upon request to the designated Labor Relations specialist, Management will provide the union with the following information, if it exists, related to positions being advertised or filled in the bargaining unit in accordance with the Privacy Act:
  - (1) A copy of the vacancy announcement(s) issued for the vacancy;
  - (2) Justification for the use of selective factor(s) for a specific position; and
  - (3) Organizational chart, dated and signed by the appropriate Forest Service official that reflects the bargaining unit positions being filled.
  - (4) If the position was advertised through Merit Promotion, and the number of applicants on the Merit Promotion certificate regardless of whether a selection was made from the Merit Promotion certificate.
  - (5) If a selection has been made, the name of the selectee and the authority that was used to fill the position.
  - (6) Management will provide a response within 14 days of the union's request.

- b. Upon request, and with written designation of the Union to represent an employee who applied for a MPP vacancy for a permanent bargaining unit position and was not selected, the Union will receive the following documents pertaining to the vacancy (unless disclosure is barred by applicable law), within 14 days, if it exists:
  - (1) Name of person hired.
  - (2) The qualifications required for a position.
  - (3) Cut-off score for inclusion in the quality group.
  - (4) A redacted list of applicants to the vacancy showing:
    - (a) Whether they were basically qualified,
    - (b) Whether they were rated among the quality group,
    - (c) Whether they were interviewed, and
    - (d) How they were evaluated by the merit promotion panel or human resources specialist, including the applicant's score on the occupational questionnaire and explanation of their qualification rating determination.
- c. Semi-Annual Hiring Summary: Twice a year, in October (covering April through September) and April (covering October through March) Management will provide the Union at the National level with the following information for permanent positions filled in the bargaining unit: a table listing the following:
  - (1) Selectee's name;
  - (2) Title, series, grade;
  - (3) Organizational code to Level 5;
  - (4) Duty Station; and
  - (5) The authority used to fill the vacancy (including Demo, Merit by Nature of Action Code, VRA, Schedule A, and Conversions of Pathways Interns and PMFs, or Pathways Recent Grads).
- d. Changes to union permissions to view expired records, active records, or the information report data and formats available to the Union in the 2016 Outreach Database will be subject to bargaining in accordance with Article 11.

# ARTICLE 17

## AWARDS PROGRAM

1. The Parties agree that the employee suggestion, incentive, and performance award programs are beneficial to both Management and the employee. The awards program will be administered in accordance 5 CFR 451, 430, and 531, Forest Service Handbook (FSH 6109.13— Performance, Training, and Awards Handbook, Chapter 10), and the U.S. Department of Agriculture (USDA) Guide for Employee Recognition. The Parties mutually agree that safety, civil rights, productivity, efficiency, and public service will receive emphasis in the awards program. Labor Management Relations Committees and/or Partnership Councils may periodically evaluate and review the unit's awards program to ensure the administration is fair, equitable, effective, and understandable.
2. **Employee Recognition.** An award is something bestowed or an action taken to recognize and reward individual or team achievement that contributed to meeting organizational goals or improving the efficiency, effectiveness, and economy of the Forest Service operations or is in the public interest. Group awards should be given based on the employee's contribution or participatory value rather than solely on the employee's grade. Awards may have the effect of motivating employees to increase their productivity and creativity for the benefit of the agency and its customers. To meet this goal, awards should be given as soon as possible after the achievement. Awards programs will be equitable in opportunity and there must be fairness and equity in the distribution of awards. All employees will be given an equal opportunity to work at a level sufficient for award eligibility. Except for Quality-Step Increases, all awards are available to temporary employees; however, term employees are eligible for Quality-Step Increases.
3. Effective awards programs include performance bonus awards, monetary awards, nonmonetary awards, and time-off awards. Also included are peer programs and the Length of Service recognition.
  - a. Performance Bonuses: Recognition given for performance rated above fully successful. The two types of awards are the lump-sum performance bonus and Quality-Step Increase. See FSH 6109.13 Chapter 10 – Performance Management Program for further information on performance bonus awards.
  - b. Monetary Awards: Recognition given for a particular accomplishment, such as superior contribution on a short-term



assignment or project, an act of heroism, scientific achievement, major discovery, or significant cost savings. Dollar amounts are determined by the value of the benefit and application of the contribution to the Forest Service mission or goals. Nonmonetary awards can be given in conjunction with monetary recognition. Types of monetary awards include extra effort, spot, gain-sharing, and suggestions.

- c. Nonmonetary Awards: Recognition given for a specific outstanding accomplishment, such as those defined in Section 3.b. Types of these awards include time-off awards, keepsakes, letters of appreciation, and honorary awards.
  - d. Peer Awards: Parties encourage the use of a peer award program, wherein employees are authorized to recognize coworkers, either monetarily or nonmonetarily, which may be established at the appropriate level.
  - e. Length of Government Service Recognition: Employees will be recognized in 5 year increments for their length of government service. A length-of-service award will include a pin, certificate, and a nonmonetary keepsake.
4. The Parties agree that an Outstanding rating in an employee's performance summary rating will generally receive a performance bonus.
  5. Employees receiving Superior ratings are eligible for performance bonuses. Performance bonuses will be at Management's discretion.
  6. Management will schedule an appropriate award presentation for an employee, taking into account the employee's preferences. When possible, the supervisor will inform the employee of a monetary award before the employee receives the money.
  7. Recipients will be given a choice in the type of recognition they receive whenever possible. For example, an employee may select a time-off award in lieu of a monetary award. Once granted, time-off awards cannot be converted to a cash payment (5 CFR 451.104(f)). Also, an employee may be offered the opportunity to select from among several kinds of nonmonetary keepsakes for length-of-service recognition.
  8. A Union official at the appropriate level may request a list of awards given to all bargaining unit and nonbargaining unit employees of an organizational unit(s) (for example, district, forest, station, or region). Management will provide the list for the last 3 years. The standard report will include: type of award, amount, date of award, pay plan,

grade, series, title, bargaining unit status code, and organizational codes to Level 5.

Note: This standard report does not include employee names. Local Lodges that need employee names or other information than that which is in the standard report above will need to file an information request and provide a particularized need.

9. The Parties recognize that awards to Union officials for performing representational duties are not appropriate. This does not preclude an employee who is from a bargaining unit or Union official from receiving recognition, including cash awards, for special acts or for team involvement in partnership efforts or otherwise contributing to successful collaborative labor- management relations, as long as the work being rewarded is nonrepresentational.

This section recognizes that a Union official who serves on agency or project task forces as a representative of a partnership council or as a designee of Management, and not as a representative of the Union, is eligible to receive incentive awards consistent with Federal Labor Relations Authority (FLRA) guidance (Office of General Counsel Memorandum, dated August 8, 1995, Duty to Bargain Over Programs Establishing Employee Involvement and Statutory Obligations When Selecting Employees for Work Groups, pp. 6–8).

10. Certain aspects of award programs may be negotiated at the Local or Intermediate level; however, the scope of negotiability is limited by law and the parties are encouraged to seek advice from the National Parties.

# ARTICLE 18

## WORK SCHEDULES

### 1. Introduction

There is a wide range of work schedule options available (standard-fixed, compressed-fixed, and several flexible schedules), any of which may be applied to either full- or part-time tours. Work schedule assignments will be based on the nature of the assigned work. Work schedules must be approved in advance to assure work objectives are met and to give employees a reasonable advance notice.

- a. Work schedules must be administered fairly and equitably to all employees.
- b. No intimidation, coercion, or threats may be placed on employees by Management, the Union, or other employees regarding work schedules.
- c. The Parties recognize the benefits to employees and the agency of allowing employees to use alternative work schedules (AWSs). The parties will make every effort to accommodate agency and employee needs when assigning employees to work schedules.

### 2. Standard Work Schedules

- a. Definitions (5 CFR 610.102):
  - (1) Regularly scheduled administrative workweek, for a full-time employee, means the period within an administrative workweek, established in accordance with 5 CFR 610.111, within which the employee is regularly scheduled to work, including any regularly scheduled overtime hours. For a part-time employee, it means the officially prescribed days and hours within an administrative workweek during which the employee is regularly scheduled to work.
  - (2) Tour of duty means the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek.
- b. A standard work schedule consists of 5 consecutive 8-hour workdays, normally Monday through Friday, in which the employee has a set arrival and departure time. Days off will normally be 2 consecutive days.

- c. Unless otherwise ordered or approved, employees' regularly scheduled administrative workweek will fall between the hours of 6 a.m. and 6 p.m., on 5 consecutive days in each week of the pay period. Exceptions based on requirements of the nature of the work (such as, field work, laboratory work, or CCCs) may be negotiated by the Local parties.
- d. Management will provide notice in writing to the employee of changes in an employee's tour of duty, Regularly Scheduled Administrative Workweek (RSAW), and/or on-call schedule. Notice will be provided at least 10 days in advance, except for emergencies and unforeseen situations that would result in undue hardship in mission accomplishment and/or substantial additional cost. Management will give consideration to an employee's personal needs when changing tours, RSAW, and/or on-call periods.
- e. An employee who needs to work a different tour of duty, RSAW, and/or scheduled on-call period will make a written request to their supervisor indicating the reason for their request. The employee and supervisor will discuss both employee and agency needs related to the request. If consistent with the needs of the job, the employee may be assigned to that tour of duty. Management will provide their decision in writing. If the request is denied, the decision will state the reason for the denial.
- f. An employee may have union representation, if requested, during discussion with Management about changes in their tour of duty or RSAW.

### **3. Flexible Work Schedules**

- a. The Parties agree that flexible work schedules (FWSSs) will be used servicewide, according to the following guidelines and approved schedules, for the purpose of improved productivity and greater service to the public, according to 5 U.S.C. 6120-6133 and 5 CFR 610 Subpart D.
- b. Definitions:
  - (1) Flexible Work Schedules: Flexible work schedules are schedules for which an employee may vary the length of the workday and/or workweek. Employees on flexible work schedules may earn and use credit hours. The Forest Service will use the following flexible work schedules:
    - (a) Variable Day: Variable day schedule is a type of flexible work schedule containing core hours on each workday in the

week and in which a full-time employee has a basic work requirement of 40 hours in each week of the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday within the week within the limits established for the organization. For a part-time employee, the basic work requirement is the number of hours the employee must work in a week.

- (b) Variable Week: Variable week schedule is a type of flexible work schedule containing core hours on each workday in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period.
  - (c) Maxiflex: Maxiflex schedule is a type of flexible schedule in which the employee may vary the number of hours per day and the number of days per week, accounting for at least 80 hours per pay period, including core hours. There are core hours on fewer than 10 workdays per pay period. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period.
  - (d) Gliding: Gliding schedule is a type of flexible work schedule in which a full-time employee has a basic work requirement of 8 hours in each day and 40 hours in each week. Employees may select a starting and stopping time each day within the established flexible hours.
- (2) Basic work requirement means the number of hours, excluding overtime hours, that an employee is required to work or is required to account for by leave or otherwise. Employees who work flexible work schedules have a basic work requirement in lieu of an RSAW. All work performed by an employee within the basic work requirement is considered regularly scheduled work for premium-pay and hours-of-duty purposes (5 CFR 610.111(d)).
  - (3) Tour of duty under a flexible work schedule means the limits set by an Agency, as described in Section 3.c. below, within which an employee must complete their basic work requirement.

- (4) Core hours: The time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required by the Forest Service to be present for work or otherwise account for their time.
  - (5) Credit hours are those hours within a flexible work schedule that an employee elects to work in excess of their basic work requirement so as to vary the length of a workweek or workday.
  - (6) Administrative workweek: The administrative workweek is a period of 7 consecutive days beginning on Sunday.
- c. Tour of duty:
- (1) For employees on a Maxiflex schedule, the default tour of duty will fall between 5 a.m. and 10 p.m. on Sunday through Saturday.
  - (2) For employees on Variable Day, Variable Week, and Gliding schedules, the default tour of duty will fall between 5 a.m. and 10 p.m. on 5 consecutive days in each week of the pay period.
  - (3) The number of hours an employee may work in a day shall be in accordance with FSH 6109.11, Section 21.03.2.
  - (4) Changes to the 5 a.m. to 10 p.m. time band (tour of duty) for a flexible schedule may be negotiated at the Local level to address work requirements of the work unit (for example, shift work at Civilian Conservation Centers and Law Enforcement).
- d. Core hours:
- (1) The default core hours for employees on Maxiflex schedules will be the 3 middle days of the employee's tour of duty from 10 a.m. to 2 p.m., excluding a meal break.
  - (2) The default core hours for employees on Variable Day and Variable Week schedules will be 10 a.m. to 2 p.m. on each day of the tour of duty, excluding a meal break.
  - (3) Employees may request and supervisors may grant deviations from core hours on a case-by-case basis.
  - (4) Changes to the specific clock hours designated as core hours and which days of the week are core days for the work unit may be negotiated by the parties at the Local level.
  - (5) Existing subordinate agreements for core hours will remain in effect unless changed in accordance with Article 11.
- e. Credit hours:
- (1) Earning of credit hours:

- (a) Credit hours are earned at the election of the employee. No coercion may be placed on any employee for the purpose of interfering with that employee's right under an FWS to elect a time of arrival or departure and to work or not work credit hours (5 U.S.C. 6132). Employees must inform their supervisors at least 2 hours in advance of their intent to earn credit hours, including the work they plan to perform and approximate time, unless mitigating circumstances prevail; however, supervisors have the right to deny the earning of credit hours if there is no assigned work that may be performed during that time. Employees and supervisors may mutually agree on alternate arrangements for providing notice regarding the earning of credit hours on a continuing basis.
  - (b) Employees have the option of recording credit hours earned daily or after 80 hours.
  - (c) Credit hours may not be earned while an employee is in training. The earning of credit hours for travel will be in accordance with existing law and regulation.
  - (d) Employees cannot be forced to earn credit hours.
- (2) Use of credit hours:
- (a) The use of credit hours must be scheduled and approved in advance, like any other absence from work. The employee will be released from work unless there are work-related reasons. Normally, ordinary workload will not preclude this release. Release procedures are subject to local-level negotiations.
  - (b) Credit hours may be earned and used within the same biweekly pay period, but credit hours must be earned before they can be used.
  - (c) Credit hours may be used during core hours.
  - (d) Employees cannot be forced to use credit hours.
  - (e) A maximum of 24 hours may be used as a credit hour carry-over from one pay period to another with flexible work schedules. Employees on part-time tours may carry over credit hours on a prorated basis of one-fourth of their part-time tour hours.

#### **4. Overtime and Premium Pay Under Flexible Work Schedules**

- a. Those hours an employee is directed by management to work in excess of 8 hours per day or 40 hours per week are overtime hours.
- b. Night pay and night differential premium pay for night work are handled pursuant to 5 U.S.C. 6123(c). Only employees who are assigned to work at night are entitled to night differential.
- c. Management may restrict an employee on an FWS from electing to perform work as part of their basic work requirement on a Sunday in order to avoid the increased operational costs associated with Sunday premium pay; however, such an employee may elect to earn credit hours on a Sunday. Only employees who are assigned to work on Sunday are entitled to Sunday differential.

#### **5. Compressed Work Schedules**

- a. The Parties agree that compressed work schedules (CWSs) will be used service wide according to the following guidelines and approved schedules, for the purpose of improved productivity and greater service to the public, according to 5 U.S.C. 6120-6133.
- b. Definitions:
  - (1) Compressed work schedules are fixed schedules in which employees complete their basic work requirement in less than 10 days during a pay period. Compressed schedules are fixed schedules, and employees may not vary the time of arrival or departure. Credit hours are not earned or used on a compressed schedule.
  - (2) Tour of Duty means the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that an employee is required to work.
- c. Employees' scheduled hours of work will fall between the hours of 6 a.m. and 6 p.m. on consecutive days in each week of the pay period, unless negotiated otherwise by the Local parties.
- d. Approved compressed schedules:
  - (1) 4-10: The employee works four 10-hour days per week. Employee schedules day off with supervisor. Credit hours are not earned.
  - (2) 5-4/9: The employee works eight 9-hour days with one 8-hour day. Employee schedules short day and day off with supervisor. Credit hours are not earned.



- e. Specific hours scheduled and days off are a matter of joint discussions, including provisions for required coverage, between the respective supervisor and employee. Employees approved to use 5–4/9 or 4–10 will select, with supervisor approval, their “off” day and/or their “short” day. At the request of the employee, the supervisor may approve a change in the scheduled “off” day during a pay period subject to work demands.
- f. Employees for whom Management has determined that a compressed work schedule would impose a personal hardship shall be excluded from the schedule or reassigned (5 U.S.C. 6127(b)). Upon receipt of a written request for personal hardship relief, Management will consider it based on, but not limited to, the following:
  - (1) Health problems, including care for a family member as defined at 5 CFR 630.201;
  - (2) Child- or elder-care problems; or
  - (3) Other personal hardships that would impact the employee.

A written determination shall be transmitted to the employee not later than 10 days after receipt of the employee’s request, unless mitigating circumstances prevail. Denials provided to the employee shall include the rationale for the decision. The Local Lodge will be notified that a request was made and whether it was granted or denied.

## **6. First 40-Hour Tour**

The first 40-hour tour of duty will be used only when extenuating circumstances preclude a regular schedule of definite hours of duty for each workday of an RSAW, in accordance with 5 CFR 610.111(b). First 40-hour tours will not be used to circumvent overtime pay or compressed work schedules.

## **7. Administration of Work Schedules**

- a. Management has the responsibility to approve and monitor the work schedules of the employees, in accordance with criteria in paragraphs f. and i., below.
- b. The default schedule is the standard work schedule.
- c. Management may assign an employee to a CWS based upon any of the criteria in paragraph f., below.
- d. An employee may not be assigned to an FWS unless the employee requests an FWS.

- e. FWSs and CWSs are both considered alternative work schedules (AWSs). All employees may apply for any AWS described in this Article. Employees do not have an entitlement to an AWS.
- f. In reviewing an employee's request for an AWS, Management may deny the request based upon any of the following criteria:
  - (1) Productivity.
  - (2) Level of direct or indirect services furnished to customers.
  - (3) Cost of operations, other than reasonable administrative costs.Denials shall be in writing, transmitted to the employee and Local Lodge within 10 days, and include the rationale for the decision. The employee or the Union has the right to grieve the decision in accordance with Article 9.
- g. Employees and their supervisor are expected to communicate regularly about when and where the employee is working and what work activities are planned.
- h. An employee's tour of duty will be recorded in the header of the Paycheck record.
- i. Discontinuation of an employee's AWS:
  - (1) Management may discontinue the AWS for an employee when they have identified an adverse impact to the agency based upon any of the criteria in paragraph f., above. Written notice shall be transmitted to the employee and the Local Lodge 10 days in advance and will include the rationale for the decision.
  - (2) Management will not discontinue or shift the type of AWS for the purpose of avoiding overtime or other premium or extra compensation.
  - (3) Any employee removed from an AWS will be assigned to a standard or compressed work schedule, unless the employee requests, and the supervisor agrees, that another type of AWS is more suitable.
  - (4) Management will remove an employee from an FWS within 10 days upon the employee's request.
  - (5) Management will pay an employee reassigned from an FWS to a fixed schedule for all accumulated credit hours, not to exceed 24 hours, at the employee's regular rate of pay (5 U.S.C. 6126(b)) within three pay periods.

j. Special situations:

- (1) Management may make short-term changes, of no more than one pay period, in work days and/or arrival and departure times that are necessary to accomplish the work objectives of the unit. The changes must be administered fairly and equitably in the work unit affected. The Union will be notified of the changes in advance, when possible. Regular and recurring schedule changes should be achieved by assignment to a different work schedule or by negotiations to change the FWS tour of duty and/or core hours.
- (2) When in official travel status away from their duty station, employees attending training that exceeds 2 days shall be temporarily placed on a schedule consisting of five 8-hour days and will be guaranteed 8 hours on each training day.
- (3) Employees not in official travel status who attend training will remain in their normal work schedule and record their actual hours of training and work. For example, employees released from local training are expected to return to their duties or otherwise account for their time through leave, credit hours, or flexing their hours.
- (4) Supervisors of field employees working flexible work schedules may limit work to 8 hours on a given day if weather or work conditions warrant, provided they can fulfill the basic work requirement associated with the employee's FWS to accomplish a full pay period.
- (5) Schedules under incidents (see Article 28).

**8. Rest Breaks**

Authorized paid rest breaks, not to exceed 15 minutes approximately midway through each 4-hour period of the 8-hour workday, will be arranged by the employees with the work supervisor, as needed, so as not to interrupt the work of the organization. In addition, a 15-minute rest period is authorized within each 4-hour period of overtime worked. Additional paid rest breaks are not authorized for smoking.

**9. Meal Breaks**

- a. Employees are required to take a minimum of 30 minutes for an unpaid meal break roughly halfway through their schedule on any day that they work more than 6 hours.

- b. Employees who are required to work during their scheduled meal period shall be compensated at the appropriate rate. As to bona fide meal periods, see 29 CFR 785.19.
- c. Supervisors may approve deviations to the requirement that an employee take a meal break on a case-by-case basis.

## 10. Overtime

The parties at the appropriate level may negotiate provisions for use of overtime when requested by either party.

## 11. On-Call

On-call status is an assignment of coverage for call back to duty during specific nonduty timeframes during the administrative workweek. It does not include periods of seasonal nonduty status addressed in Article 23, or situations where the employee voluntarily makes themselves available for assignment outside their normally assigned duties (such as, irregular and occasional overtime assignments or Incident Management assignments).

An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if (5 CFR 550.112(l) and 5 CFR 551.431(b)):

- a. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or
- b. The employee is allowed to make arrangements such that any work that may arise during the on-call period will be performed by another person.

The following procedures, arrangements, and descriptions will be used for the purposes of implementing on-call regulations.

- c. General Provisions:
  - (1) On-call assignments will be made to individuals that Management has determined are qualified and possess the necessary skills to perform the work.
  - (2) An employee may make arrangements for another individual to perform their on-call assignment. Management will provide employees who are on-call with a list of qualified individuals the employee may contact for this purpose. The employee who was scheduled to be on-call will notify Management of the replacement.

- (3) In the event that an employee who is scheduled to be on-call is unable to do so due to illness or an emergency, the employee will notify Management, as soon as practical, and Management will make arrangements for on-call coverage.
  - (4) An employee in an on-call status will report as soon as practical, but will not be required to do so in less than 1 hour. A longer call-back radius (report time) may be negotiated at the Local level.
- d. Scheduling:
- (1) The supervisor will notify the employee of the specific on-call periods that the employee will be on-call after regular work hours and on nonwork days. Scheduling of on-call and changes thereto will follow the procedures described in Sections 2.d and 2.e.
  - (2) An on-call period will be reasonable. Normally, employees are entitled to have at least 2 days per pay period when they are not on-call, at least 1 of which will be on their regular day off.
  - (3) On-call assignments will be scheduled on a rotational basis among those individuals who volunteer to be on-call. If there are no volunteers, individuals will be assigned on-call periods on a rotational basis.
  - (4) The employee shall not be on-call during periods of approved leave.
  - (5) An employee may have Union representation, if requested, during discussions with Management about requested changes to the employee's on-call schedule.
- e. Alternative procedures for scheduling on-call assignments and other arrangements associated with on-call assignments may be negotiated at the Local level.

# ARTICLE 19

## PAY AND PER DIEM

### 1. Introduction

- a. The Parties agree that training on the topics of pay, per diem, and travel are important and should be included during new employee orientation and given periodically throughout employment.
- b. Upon the employee's request and if warranted due to negative financial impact(s), Management will provide a letter to the employee explaining the delay of his or her pay or reimbursement of authorized travel expenses.

### 2. Pay

- a. Employees are responsible to submit accurate and timely Time and Attendance (T&A) reports. It is understood that in some situations the employee may be dependent upon others to submit his or her T&A reports. Management agrees to provide approved reports of T&A for pay purposes to the National Finance Center. Management agrees to provide notice to the employee and employee's supervisor if a timesheet is missing. If the employee provides T&A profile access to Management and the employee is unavailable or unable to submit their timesheet, then Management will submit a "base 80" timesheet on their behalf. The employee will submit a corrected T&A, if needed, as soon as possible.
- b. Management will assist any employee who does not receive a paycheck by Friday afternoon following the scheduled payday. Management agrees to follow up with the National Finance Center on lost, stolen, or late paychecks in accordance with National Finance Center procedures. Management will take action to make payments to employees to cover late checks, normally within 3 business days from employee contact with the Albuquerque Service Center (ASC).
- c. Paperless statements of earnings and leave (SEL) are preferred as per U.S. Department of Agriculture (USDA) Policy, but hard copies will be provided upon request to an employee without electronic access to the statements.
  - (1) Upon request to the Human Resources Management (HRM) Contact Center by an employee who is unable to access their SEL for a pay period, Management will provide the employee with a hardcopy within 10 days.

- (2) For ongoing receipt of mailed hard copy SEL, an employee may submit a waiver request to HRM at any time. (Note: Employees on appointments of 60 days or less will receive a hard copy SEL and do not need to submit a waiver.) Examples of when waivers are appropriate include:
    - (a) An employee does not have access to the Employee Personal Page.
    - (b) An employee does not have access to the Internet.
    - (c) An employee has a disability.
    - (d) An employee needs special access equipment.
    - (e) An employee has a geographic, language, or literacy barrier.HRM will approve or deny the waiver request, and communicate the decision to the employee in writing within 28 days of the request. Denials are grievable.
  - (3) Waiver requests by employees on 1039 appointments will automatically be approved in writing within 28 days of the request.
- d. Employees will be authorized a reasonable amount of official time and equipment use to access and print their SEL, process waiver requests, and to ensure their paycheck was deposited.
  - e. Back Pay: Interest on back pay to employees shall be paid in accordance with current law.

### **3. Per Diem**

- a. Travel and per diem will be administered in accordance with FSH 6509.33 Chapters 300 and 301 and any supplemental agreements.
- b. Employees in travel status, including employees temporarily detailed to another duty station, will receive the per diem rates determined by the General Services Administration, in accordance with the FTR for that geographic area.
- c. Long-term details: All terms of a detail including lodging arrangements, reductions in the maximum per diem rate, travel reimbursement, travel home during the detail, work schedules, and the travel savings shared benefits program will be discussed and documented in writing between Management and the employee before the detail commences.
- d. Field per diem: Field per diem rate will be paid equal to the per diem rates established in the FTR for that geographic area unless a lesser amount has been negotiated at the intermediate or local level.

- e. Travel vouchers will normally be submitted within 5 business days of returning from travel or every 2 weeks if on continuous travel and processed in a timely manner in accordance with Agency policy. If the employee does not submit their own travel voucher, the employee will be notified, as soon as practical, when their travel voucher has been submitted.
- f. Advances: Under normal conditions, Management will plan trip assignments so that an employee who does not have a Government Travel Charge Card has sufficient time to request and receive a travel advance to use on the assigned trip. The amount of the advance is subject to the limitations stated in Federal Travel Regulations.
- g. If travel arrangements cannot be made far enough in advance to obtain a travel advance, the Agency will make alternative arrangements, which could include providing direct payment for transportation and lodging expenses.
- h. In situations where a government vehicle is assigned to a work unit, if the vehicle is not both available and suitable for the task to be accomplished, the employee may, with prior approval of the supervisor/approving official, be authorized to use their Privately Owned Vehicle (POV) as advantageous to the government and be compensated at the “if no government vehicle available rate.”
- i. Local parties may negotiate arrangements for employee use of Government-Owned Vehicle (GOV) and POV that do not conflict with laws, regulations, or this Master Agreement.

#### **4. Remote Worksites**

Impact and implementation of changes made to remote work sites or the establishment of new worksites are subject to local level negotiations. When Management proposes a remote-site allowance for U.S. Office of Personnel Management (OPM) approval, the Local Lodge will be given an opportunity to review and comment on the proposal. The Local Lodge may propose that a site be considered remote or an existing remote worksite be changed.

#### **5. Hazard and Environmental Differential Pay**

Hazard pay and environmental differential pay will be authorized and paid in accordance with appropriate regulations 5 CFR 532.511; 5 CFR 532.513; 5 CFR 532 Subpart E, to include Appendix A for Federal Wage System Employees; 5 CFR 550 Subpart I for General Schedule Employees; and FSH 6109.11 Chapter 10. Some environmental differentials are payable only if protective facilities, devices, or articles



of clothing have not practically eliminated the hazard. In accordance with OPM guidelines, new hazard or environmental differential percentages for existing environmental categories, or new categories of environmental differential pay, may be negotiated nationally and submitted to OPM for approval.

## **6. Overtime and Compensatory Time**

- a. The Parties agree that an employee directed (orally or in writing) to work in excess of 8 hours a day or 40 hours a week by his/her supervisor or authorized Management official has been “officially ordered” with respect to overtime work. An employee who performs such work is entitled to be paid at the overtime rate or earn compensatory time in accordance with 5 CFR 550 and 5 CFR 551.
- b. Compensatory time off is time off from regularly scheduled work in lieu of overtime pay for irregular or occasional overtime hours previously worked. Compensatory time may not be granted in lieu of regularly scheduled overtime that is established in a tour of duty, regardless of whether the overtime is scheduled within the 40-hour basic workweek or outside the 40-hour basic workweek, unless the employee is using a flexible work schedule as defined in Article 18.3.b.
- c. Eligibility
  - (1) General Schedule (GS) employees whose basic rate of pay is equal to or less than the maximum rate of a GS-10 may request compensatory time off in lieu of overtime payment.
  - (2) Only employees exempt from the Fair Labor Standards Act of 1938 as amended whose rate of pay exceeds the maximum rate of grade GS-10 may be required to take compensatory time off in lieu of receiving overtime payment.
  - (3) For an employee to receive compensatory time off in lieu of paid overtime, the employee must request it in writing.
- d. Use and payment of compensatory time
  - (1) An employee must use accrued regular compensatory time off to which she/he is entitled in accordance with FSH 6109.11 Chapter 30. Regular compensatory time expires if the employee does not use their compensatory time within 26 pay periods from the pay period it was earned. Employee must use compensatory time off before they are granted approval to use annual leave, unless it would cause the employee to forfeit annual leave at the end of the leave year. Employees are entitled to payment of expired

compensatory time at the overtime rate that was in effect when the compensatory time was earned.

- (2) The pay period after compensatory time has expired, ASC-HRM will notify the employee and their supervisor that the employee is eligible for payment of expired compensatory hours and will inform them of the required documents needed to pay out the funds.
- (3) Within a pay period of notification, the supervisor will submit the required documents to the ASC-HRM. The ASC-HRM will process regular compensatory time payments upon receipt of required documents within two pay periods.

## **7. Standby**

- a. An employee will be considered on duty and time spent on Standby Duty shall be considered hours of work if the employee (Reference 5 CFR 550.112(k) and 5 CFR 551.431(a)):
  - (1) Is restricted to his or her living quarters or designated post of duty,
  - (2) Has his or her activities substantially limited, and
  - (3) Is required to remain in a state of readiness to perform work.
- b. Employees who are involuntarily placed on standby, regardless of the methods Management uses to restrict use of personal time and to maintain their readiness for work (for example, beepers, cell phones), will be compensated in accordance with applicable Federal pay regulations. Employees who voluntarily restrict their activities and/or use electronic communication devices to be available for duty after work hours are not on standby. The Local parties may further negotiate matters concerning scheduling, rotation, and hardships.

8. Employees will not be required to provide coverage for call back to duty under conditions more restrictive than those provided for in Article 18.11 unless they are in pay status.

## **9. Call Back Compensation**

An employee who is called back to duty is compensated beginning from the time they report to their duty station or start to perform work. Such employee will be compensated a minimum of 2 hours of overtime compensation for each callback period. The 2-hour minimum does not apply to work performed at employees' residences; however, such work is compensable in accordance with pay and overtime regulations. Note:

Time spent at individual's personal residence preparing to depart on a fire assignment is not compensable.

#### **10. Travel Pay**

Employees shall be compensated for travel time as authorized under 5 CFR 550 and 551, the Fair Labor Standards Act of 1938 as amended, and Federal regulations. Normally, employees will not be expected to travel without being eligible for compensation. However, if the employee is expected to travel on Government business without entitlement to compensation, he or she will be notified in advance and provided the reason(s). When an employee cannot otherwise be compensated for travel time, the employee may be eligible for compensatory time for travel, in accordance with 5 CFR 550.1401(n) and FSH 6109.11 Chapter 30. In most circumstances, compensatory time for travel will be forfeited if it is not used within 26 pay periods after it is earned.

# ARTICLE 20

## LEAVE

### 1. Annual Leave

- a. Annual leave is a benefit and accrues automatically. However, supervisors approve when the leave may be taken. This decision is made after considering the needs of the Forest Service and the employee's request. Annual leave requests shall be approved except for legitimate job-related reasons. Annual leave should be requested and approved as far in advance as practical. Procedures for scheduling annual leave are subject to negotiation at the local level.
- b. An employee whose personal, religious beliefs require the abstention from work during limited periods of time will be granted annual leave (or credit hours, compensatory time off, leave without pay) upon request for such periods, unless the presence of the employee is necessary for efficient operation of the workplace. Upon request, an employee may be granted work for the sole purpose of accumulating compensatory time to cover time lost for meeting those religious requirements, as long as such work is consistent with the efficient operation of the workplace. Compensatory time for religious observation is covered in 5 CFR 550.1002.
- c. An employee will be granted accrued annual leave or leave without pay (or credit hours, compensatory time off) if requested in case of death of a family member. A limited amount of sick leave may also be used (see Section 2.d. below). Management will make every effort to grant annual leave or leave without pay in case of death of other relatives or friends.
- d. An employee will be granted a total of up to 12 weeks of a combination of annual leave and/or leave without pay during any 12-month period to care for a "family member" as defined at 5 CFR 630.201 in the event they have a "serious health condition" as defined at 5 CFR 630.1202. If required by the nature of the health condition, leave will be granted on an intermittent basis.

### 2. Sick Leave

- a. Sick-leave notification:
  - (1) The employee shall provide advance notice for prearranged medical, dental, or optical examination or treatment.
  - (2) An employee who is absent due to unforeseeable illness or injury shall notify their supervisor or acting supervisor as early as

practicable on the first day of such absence, or, if unable for a legitimate reason, as soon as possible.

- b. Earned sick leave may be used for medical appointments and for illness of the employee. An explanatory note and/or oral report by the employee when a physician's services were not required will be accepted unless the employee is under valid sick leave restriction or there is a reasonable suspicion of abuse. Advanced sick leave may be approved for serious illness or disability per FSH 6109.11, Chapter 30.
- c. If there is reasonable indication that sick leave is being abused, the employee shall be informed in writing, including special provisions for future leave approval and his or her right to grieve. Abuse of sick leave is not necessarily related to the frequency of sick leave. In cases of suspected leave abuse, the employee may be required to provide a "medical certificate" as defined by 5 CFR 630.201.
- d. Sick leave will be granted when the employee provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment. Sick leave can also be used to make arrangements necessitated by the death of a family member or attend the funeral of a family member. The amount of sick leave that can be used is limited by law and regulation, as defined by 5 CFR 630.401(b).
- e. Sick leave will be granted when the employee provides care for a family member with a serious health condition, as defined at 5 CFR 630.1202. The amount granted shall be no greater than that limited by governmentwide regulations, as defined by 5 CFR 630.401(c).
- f. The use of sick leave is appropriate when the employee would, as determined by the health authorities having jurisdiction or by a health-care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease.
- g. Employees may use sick leave when they must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
- h. In addition to sick or annual leave, employees may be granted, in a calendar year, up to 7 days of administrative leave to serve as a bone-

marrow donor or up to 30 days of administrative leave to serve as an organ donor.

- i. For sick leave, the definition of family member is found in 5 CFR 630.201(b).

### **3. Maternity and Paternity Leave**

- a. The granting of leave for maternity/paternity reasons may be a combination of sick leave, annual leave, and leave without pay. An employee should make known his or her intent to request leave under this section as soon as practical, including approximate dates.
- b. Medically necessitated maternity/paternity leave:
  - (1) Pregnancy and childbirth are treated like any other “serious health condition” as defined by 5 CFR 630.1202.
  - (2) A pregnant employee will be allowed to work as long as she and her health-care provider feel is wise, prior to delivery of the child. The maternal employee should consult her health-care provider regarding any working conditions that she or her supervisor perceives as potentially harmful. Management will make a reasonable effort to adjust working conditions when necessary.
  - (3) The agency will grant leave to an employee incapacitated to perform the duties of her position due to pregnancy or childbirth (see Section 2(b) and Section 4).
  - (4) The agency will grant leave (including sick leave) to an employee to care for a family member during the mother’s period of “incapacitation” (as defined in 5 CFR 630.1202) due to pregnancy or childbirth. The agency will also grant leave for an employee to care for his/her child with a serious health condition (see Section 2(e) and Section 4).
  - (5) Continued employment will be ensured in the same or like position for an employee who wishes to return to work, unless termination is otherwise required by termination of appointment, reduction in force, or other unrelated reason.
- c. Employees will be granted, upon request, 12 weeks of leave without pay and/or annual leave in the year following the birth or placement of the employee’s or their domestic partner’s child. Upon request, leave without pay or annual leave on an intermittent schedule will be granted consistent with the efficient operation of the workplace.
- d. An employee covered under this section may request telecommuting (see FSM 6162) or “child at work” arrangements in lieu of or in

addition to Subsections b. and c. above within the first year of birth or placement of a child covered under this section. Local parties may negotiate dependent-at-work policies.

#### **4. Family and Medical Leave**

- a. By reference, the provisions of the Family and Medical Leave Act of 1993 as amended, and the policies of its implementing regulations (5 CFR 630 Subpart L) are incorporated into this Master Agreement. Key components of the Act are contained in Section 2, Sick Leave, Section 3, Maternity and Paternity Leave, and this section.
- b. Eligible employees are entitled to a total of 12 administrative workweeks of unpaid leave during any 12-month period for one or more of the following reasons:
  - (1) The birth of a child or children of the employee and the care of such children.
  - (2) The placement of a child with the employee for adoption or foster care.
  - (3) The care of a spouse, child, or parent of the employee, if such spouse, child, or parent has a serious health condition.
  - (4) A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.
  - (5) Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.
- c. The Department of Labor FMLA forms WH380-E (for employees) or WH380-F (for family members) will normally be used and are adequate for medical documentation.
- d. An employee may elect to substitute paid time off for any or all of the period of leave taken as provided for in 5 CFR 630.1205.

#### **5. Military Leave**

- a. Military leave will be granted to employees who are members of the National Guard or Reserves in accordance with 5 U.S.C. 6323. Such employees who are full-time Federal civilian employees whose appointments are not limited to 1 year will be granted 120 hours of military leave per fiscal year. Military leave is prorated for part-time career employees and employees on uncommon tours of duty. Employees with temporary appointments that do not exceed 1 year

or with intermittent work schedules are not entitled to military leave. Military leave can be used for active duty or training. Unused military leave may be carried over to the following fiscal year but may never exceed 240 hours in any single fiscal year.

- b. If an employee is called on duty as a member of the National Guard or the Reserves and has used all his or her military leave, he or she may be granted leave without pay upon request or may be granted annual leave or may use compensatory time if he or she desires. Use of alternate work schedule for military duty may be negotiated at the appropriate level.

## **6. Excused Absence and Other Types of Leave**

- a. Excused absences may be granted to employees for participation in activities in accordance with Agency regulations.
- b. Supervisors may excuse infrequent absences and tardiness of less than 1 hour on the part of the employees. Each case shall be considered on its merits.
- c. Employees may be excused for the time needed to attend the funeral services of a fellow employee within the local commuting area.
- d. Weather and Safety Leave. Weather and Safety Leave may be granted, in accordance with 5 U.S.C. 6329c, 5 CFR Part 630, Subpart P, and consistent with the OPM Government-wide Dismissal and Closure Procedures. This type of leave may be appropriate when weather or other safety-related conditions prevent employees from safely traveling to, or safely performing work at an approved location due to an act of God, terrorist attack, or other applicable condition.
  - (1) Ensuring employee safety is the primary consideration when determining whether to close a Forest Service office. Management retains the right to determine the operating status of its facilities. Office closure procedures will be in accordance with Office of Personnel Management (OPM) "Government Wide Dismissal and Closure Procedures."
  - (2) The status of Government operations outside the Washington, DC, area will be communicated to employees in the affected area using methods commonly employed by the Agency for this purpose.
  - (3) Generally, employees who are telework program participants will not receive weather and safety leave, since they are not usually prevented from performing work at an approved location due to a weather or other safety-related emergency. When determining



Weather and Safety Leave eligibility, specifically, whether a Telework Participant should have “reasonably anticipated” a severe weather event and/or emergency, management considerations may include, but are not be limited to the following:

- (a) Whether or not the Agency issued any advanced notice of severe weather event and/or emergency;
  - (b) Availability of severe weather event, emergency, and/or operating status announcements through local news broadcasts/forecast;
  - (c) The availability and access to agency notification systems (phone recordings, emails, and websites) which provide operating status announcements; and
  - (d) The availability and access to social media for advanced notice of severe weather or other emergency situation.
- (4) The agency may not provide weather and safety leave to a telework participant who is not prevented from working safely at an approved telework site.
- (5) Employees with situational/ad hoc telework agreements, but who might not telework on a regular basis, will be encouraged to telework periodically, as scheduled with their supervisor, to ensure that the employee is able to maintain their telework readiness if they are expected to work in the event of an office closure due to inclement weather or other safety issue.
- (6) Employees will not be required to complete ad hoc/situational telework agreements simply to avoid granting weather and safety leave during office closures.
- (7) As it applies to this Section:
- (a) Emergency employees are employees who are expected to report to their worksite or begin teleworking (as permitted) on time regardless of whether the office is closed for weather or safety reasons.
  - (b) Critical and or Emergency Employees will be notified of event specific changes in their status within a reasonable timeframe or as soon as practicable.
  - (c) As prescribed in 5 CFR 630.1605 emergency employees generally do not receive weather and safety leave. However, during certain emergencies, Management may determine

that the circumstances have made traveling to or performing work at the worksite unsafe for emergency employees. In these situations, Management may either require the emergency employee to work at another location (to include a telework site) or determine that circumstances justify providing weather and safety leave to emergency employees.

- (8) Procedures for dismissal of employees and communicating with employees to use Weather and Safety Leave are negotiable at the local level.

## **7. Care-Center Visitations**

Annual leave or leave without pay will be approved to allow a parent or guardian the opportunity to visit and analyze the day-care, classroom, or elderly-care facility of a dependent. The amount of leave authorized will be appropriate to the situation.

## **8. Leave Without Pay**

- a. Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave without pay upon request. Denials must be based on legitimate job-related reasons. Employees may also be granted leave without pay upon request if they have leave to their credit, but, for valid reasons, choose not to take it.
- b. Leave without pay shall be granted upon request to disabled veterans needing medical treatment, examination, or absence from duty in connection with their disability, and to reservists and National Guard personnel for military duties.
- c. Leave without pay may also be granted on an extended basis:
  - (1) For educational purposes.
  - (2) While awaiting action on a retirement.
  - (3) While awaiting action on an Office of Workers' Compensation Programs claim.
- d. Granting advanced sick leave or advanced annual leave in lieu of leave without pay will be examined in each individual case and may be granted in accordance with FSH 6109.11 Chapter 30.

## **9. Court Leave**

- a. Employees who are called for jury duty shall notify the Agency as early as possible and will be granted court leave. Employees will submit jury duty pay to the Forest Service, except the employee may retain payment received for expenses.

- b. Employees summoned to appear in a nonofficial capacity as witnesses in judicial proceedings involving the U.S. Government, the Government of the District of Columbia, or a State or local government on behalf of a party are authorized to receive pay without charge to leave. Absences for employees summoned in cases involving only private parties may be covered by appropriate leave.

#### **10. Holiday Leave**

In areas where 7-days-a-week staffing is necessary, scheduling the use of holiday leave shall be fair and equitable. The procedures used are a matter for local level negotiations.

# **ARTICLE 21**

## **PERFORMANCE MANAGEMENT**

1. Performance management will be done in accordance with Departmental Regulation 4040-430 Performance Management (the Performance DR).

### **2. Coverage**

Coverage under this program is based on an employee's type of appointment, per 5 CFR 430 Subpart B. The following employees are covered:

- a. All competitive service employees, whether temporary or permanent, that are expected to meet the minimum appraisal period (90 days). This includes temporary 1039s.
- b. Bargaining unit employees with excepted service appointments that are expected to meet the minimum appraisal period (90 days).

### **3. Performance Management Procedures**

- a. Employees will be provided with a copy of their Performance Standards when the Rating Official issues the standards at the beginning of the Rating Period. In addition to the items outlined in the Performance DR, performance discussions are expected to include guidance from the Rating Official on how the work performed impacts the mission of the Agency.
- b. Employees are responsible for providing input to their Rating Official concerning the development of the Performance Plans including performance elements, standards, and measures. Employees must also ensure they have a clear understanding of their performance expectations and how their performance relates to the mission of the Agency.
- c. Employees and Rating Officials will engage in discussions on performance standards and measures, and the milestones to be used for measurement will be mutually recognized. Measures shall be attainable, which means that it must be known by the rating official that the employee has the knowledge to accomplish the objective and it is within the span of control of the employee to accomplish the objective.
- d. Performance discussions will be held with Permanent Seasonal Employees, as well as Temporary Employees, no less than 30 days

after entering pay status. The Rating Official will meet with them for a performance discussion at least quarterly while they are on duty.

- e. Consistent with the Performance DR, supervisors may utilize supplemental standards in order to define expectations in a way that is clear to employees.
- f. Employees who are approved for telework should not be held to a higher or lower production standard than those who are not utilizing the flexibility of telework. Management will comply with the Employee Rights Article, as well as the Telework MOU.
- g. Any significant changes to performance expectations, standards, or measures during the year must be reflected in the Performance Plan and revised in accordance with the Performance DR. However, employees must have a minimum of ninety days to perform under the modified standards before receiving a performance rating based on the new standards.
- h. If an employee is unable to meet Performance expectations because of a medical condition it is the responsibility of the employee to follow available processes, such as reasonable accommodation and hardship processes, including any necessary documentation, and to notify the Rating Official of the potential impact to performance.
- i. If Management implements a new process for ensuring supervisor approval of WGI before they are processed, the Agency will notify the Union within fourteen (14) days after Management receives notification of the change. If the Union believes the new process creates an adverse impact to employees, the Parties will meet to negotiate in accordance with Article 11.

#### **4. Performance Ratings for Union Officials**

- a. Employees who are Union officials are not rated for their representational work (Union duties). Employees are only to be rated on Agency-assigned work.
- b. Union officials will be expected to perform Agency work at the Fully Successful level or above. The performance expectations will be adjusted for official time used to perform representational work from the performance of the agency assigned work, taking into consideration any impact on productivity and/or timeliness due to the performance of representational work.

## **5. Unacceptable Performance**

If at any time during the rating period, the rating official deems an employee's performance to be deficient they will take action in accordance with the Performance DR. Whenever possible, actions to place an employee on a Demonstration Opportunity Plan will be taken early enough in the fiscal year to allow the employee to improve their performance to a fully successful level prior to being given their rating of record for the year.

## **6. Contents of a Demonstration Opportunity Plan (DO Plan)**

- a. Identifying Information: The employee's name, title, series, grade, and organizational location.
- b. Length of Demonstration Opportunity Period: The length of the initial opportunity period will typically be 30 calendar days. This period may be extended by written notice, in accordance with the Performance DR.
- c. Elements and Deficiencies: The critical element(s) and performance standard(s) for which the employee's performance is at the unacceptable performance level and a description of the exact nature of the deficiencies.
- d. Expectations: Advice and/or guidance on what the employee must do to raise their performance to the fully successful performance level. Expectations may be clarified at this time. However, additional duties or standards may not be added to the employee's performance plan during a DO Plan.
- e. Management Assistance: A statement describing any assistance the agency will provide the employee to bring the performance up to the fully successful level. Assistance may include, but is not limited to, counseling, closer supervision, special resources, training, more frequent performance reviews, memoranda written to the employee explaining ongoing errors and how to correct them, assistance with organizing workload, and samples of acceptable work products.
- f. Potential Consequences of Failure: A statement that failure to improve performance to the successful performance level in any critical element (that is, the level of performance required for retention in the position) may result in reassignment, a reduction in grade, or separation of the employee from the agency.
- g. Employee Assistance Referral: A referral to the Employee Assistance Program (EAP) (FSM 6143): However, an employee cannot be compelled to seek EAP assistance.

## **7. Meetings During the DOP**

The rating official will meet with the employee regularly for the duration of the DOP to reevaluate performance and counsel the employee on how to improve. Union representation will be provided upon the employee's request. However, DOP meetings will not be postponed by more than 1 day to obtain a union representative. The Parties will use the most economical and efficient methods to conduct the DOP meeting, including use of current communication technologies whenever practical in accordance with Article 7. The role of the Union representative in a DOP meeting is limited in scope, and the representative will not be disruptive in the meeting.

## **8. Performance-Based Action**

Actions may be taken consistent with 5 U.S.C. 43 or 5 U.S.C. 75 and will be in accordance with the Departmental Regulations and this Agreement.

- a. For actions taken under 5 U.S.C. 75 procedures in Article 22.6.g. will be followed.
- b. For actions taken under 5 U.S.C. 43, the following procedures apply:
  - (1) Notice of Proposed Adverse Action: An employee whose reduction-in-grade or removal is proposed is entitled to at least 30 days advance written notice that informs the employee of:
    - (a) The nature of the proposed action.
    - (b) The specific instances of unacceptable performance by the employee on which the proposed action is based.
    - (c) The critical elements of the employee's position involved in each instance of unacceptable performance.
    - (d) The timeframe for submitting a reply.
    - (e) The right to be represented by a National Federation of Federal Employees (NFFE) representative, an attorney, or other representative.
    - (f) The right to make an oral and/or written reply and to receive a written decision with appeal rights.
  - (2) Decision: After full consideration of the case, where warranted, Management may remove, demote, or reassign the employee. The decision will be made by a different management official than the official who proposed the action. The decision letter to an employee stating that action under this Article will be taken will inform the employee:

- (a) Of the option to appeal the action to the Merit Systems Protection Board (MSPB) if applicable or through the negotiated grievance procedure, but not both;
- (b) That he or she will be deemed to have exercised his or her option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable MSPB procedures; and
- (c) Time limits (number of days) to appeal under the negotiated grievance procedure and the MSPB appeals procedure.

If the employee is the subject of an action based on unacceptable performance related to a disability, the employee may file for disability retirement. Upon the employee's request in such a case, Forest Service will allow the employee to take sick leave or leave without pay (LWOP) and delay the action to allow a determination to be made concerning the disability retirement.



## **ARTICLE 22**

### **DISCIPLINE AND ADVERSE ACTIONS**

1. Discipline is defined for the purposes of this Article as any disciplinary or adverse action taken under 5 CFR 752 against an employee that results in a letter of reprimand, suspension without pay, reduction-in-pay or -grade, or removal from the Forest Service, except for performance actions taken under Article 21 of this Master Agreement.
2. **General**
  - a. Management shall determine when the need arises for disciplinary or adverse actions. Disciplinary actions and adverse actions will be taken in accordance with applicable laws, rules, and regulations in effect at the time of the action. The specific penalty for an instance of misconduct shall be tailored to the facts and circumstances of the situation. Procedures for disciplinary and adverse actions are described in this Article.
  - b. The objective of discipline is to correct employee behavior and to prevent the recurrence of misconduct.
  - c. Management and the Union agree that it is important that the supervisor/ employee relationship encourage early recognition and resolution of potential conduct situations that could lead to disciplinary or adverse action.
  - d. When Management becomes aware of potential misconduct or misconduct by an employee, the employee will be contacted as soon as practicable and instructed to discontinue the misconduct. Management will not knowingly allow instances of misconduct to continue for the purpose of increasing the severity of a potential penalty.
  - e. When discipline is initiated, it will be within a reasonable time period after the incident in question, or after Management knew or reasonably should have known of the incident.
  - f. Discipline against employees must be based on just cause, consistent with applicable laws and regulations, and fair and equitable.
3. **Penalty Determination**
  - a. In order to determine the appropriate penalty for an Employee such as a disciplinary or adverse action, the Employer will consider the relevant factors as determined by governing law (for example, applying the factors articulated by the Merit Systems Protection

Board in *Douglas v. Veterans Administration*, 5 M.S.P.R. 280 (1981) to applicable adverse actions).

- b. The Parties recognize that discipline may be progressive in nature, however the progressive sequence of discipline is not required. It is understood that some offenses may be cause for severe action, including removal, irrespective of whether previous disciplinary or adverse actions have been taken against the employee.

#### **4. Counseling/Cautionary Situations**

Whether issued orally or in writing, counseling is a regular part of daily supervision. Supervisory counseling actions are not considered formal discipline and will not be placed in the employee's Official Personnel Folder (OPF). Supervisory counseling actions include oral or written counseling, admonishment, instruction, expectation, caution, or warning. Written counseling letters will include the specific reasons for the letter and the expectations for the employee. Counseling letters are not grievable.

#### **5. Inquiries and Misconduct Investigations**

- a. Misconduct investigations, if warranted, will be in accordance with the standards set forth in USDA Personnel Bulletin No. 751-3 and laws rules and regulations in effect at the time of the investigation.
- b. Prior to issuing a letter of reprimand or a notice of proposed discipline, the official issuing the letter or notice, or his or her designee, shall undertake an inquiry and/or investigation to obtain pertinent facts relating to the situation.
- c. Employee rights during examinations are described in Article 4.
- d. To the extent practicable, the official(s) conducting the inquiry or investigation will try to obtain information directly from the affected employee, before contacting others.
- e. Generally, if Forest Service Law Enforcement is used to conduct misconduct investigations of employees, the officer or agent used to conduct the investigations should be from outside the Region. This is not intended to prevent law enforcement supervisors from conducting supervisory inquiries of employees within their chain of command.
- f. Inquiries and investigations will be completed in a timely manner. Management will propose disciplinary action, if warranted, in a timely manner after completion of the inquiry or investigation.

- (1) For supervisory inquiries, the affected employee may request information from their supervisor about the status of an inquiry at any time, but not the substance. The response will specify whether the inquiry has been completed or when closure is expected, if known.
  - (2) For misconduct investigations, Management will notify the subject of the investigation that it is completed within 30 days after the investigation is completed. If the investigation is not completed within 90 days from the date the subject of the investigation was first examined, the employee may request the status of the investigation and Management will provide the information within 14 days thereafter. For misconduct investigations, if no disciplinary action is warranted, the employee will be notified in writing within 30 days of final determination.
- g. Once Management has been notified that the Union is representing the employee(s) in reference to a specific matter, Management will notify the representative of any additional meetings with the employee(s) relevant to that matter. This notification will allow reasonable time for the representative to attend the meeting(s). A copy of any correspondence to the employee from Management will be sent to the Union representative at the same time as it is sent to the employee.
- h. Criminal investigations: The provisions of this section do not apply to criminal investigations.

## **6. Discipline**

- a. Before deciding on a particular penalty, agency officials should consider all the pertinent factors as described in USDA Table of Penalties.
- b. Decision Letters will inform the employee how many years the letter will be retained in the agency's official disciplinary case file. The retention period will be determined in accordance with the Records Management Handbook (FSH 6209.11 Chapter 40).
- c. Employees will be afforded access to any closed discipline files pertaining to the employee.
- d. Provisions common to all discipline except letters of reprimand taken under 5 CFR 752:
  - (1) In the event an employee is issued a notice of proposed discipline, that employee must be afforded and made aware of all the rights

and privileges due him or her under 5 CFR 752 and this Master Agreement.

- (2) Management will state in sufficient detail the reasons for proposed discipline and provide the employee copies of any evidence to support the proposed action.
- (3) The employee will be granted a reasonable amount of duty time to prepare an answer to any proposal.
- (4) Time limits for the employee's response may be extended upon written request.

e. Letter(s) of Reprimand:

Letter(s) of reprimand will be clearly titled and sufficiently specific to support the letter being issued and what the employee can do to improve or take needed corrective action. The employee will be advised of his or her grievance rights. The letter will advise the employee that the reprimand will be retained in the Official Personnel Folder (OPF) for a period of 1 year. At the time it is removed from the OPF, the employee will be notified in a confidential manner.

f. Suspension of 14 days or less:

The following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment or who has completed 1 year of current continuous employment in the same or similar positions under other than a temporary appointment limited to 1 year or less. Such an employee is entitled to:

- (1) At least 7 days advanced written notice stating the specific reasons for the proposed suspension.
- (2) A reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.
- (3) Representation by a National Federation of Federal Employees (NFFE) representative, an attorney, or another representative.

Note: The employee will notify management, in writing, of whom their representative is and any changes that may occur. If there are mitigating circumstances where written designation cannot be made prior to a representational need, verbal designation by the employee will be sufficient and the designation will be documented as soon as practicable.

- (4) A careful consideration of the evidence and the employee's response by the deciding official, including any mitigating factors. The deciding official shall decide:
    - (a) To withdraw the proposed discipline;
    - (b) To institute a lesser discipline; or
    - (c) To institute the proposed discipline.
  - (5) A written decision and the specific reasons therefore, at the earliest practicable date.
  - (6) The opportunity to grieve the decision through the negotiated grievance procedure contained in Article 9. The written decision shall advise the employee of this right. If the employee chooses to use the negotiated grievance procedure, he or she must represent himself or herself or be represented by the Union.
- g. Suspension for more than 14 days, removal, furlough without pay for 30 days or less, or reduction-in-pay or -grade (adverse actions):
- The following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment, or who has completed 1 year of current continuous employment under other than a temporary appointment limited to 1 year or less; and a preference eligible in the excepted service who has completed 1 year of current continuous service in the same or similar positions. Such an employee is entitled to:
- (1) At least 30 days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action.
  - (2) A reasonable time, never less than 7 days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.
  - (3) Representation by a National Federation of Federal Employees (NFFE) representative, an attorney, or another representative.

Note: The employee will notify management, in writing, of whom their representative is and any changes that may occur. If there are mitigating circumstances where written designation cannot be made prior to a representational need, verbal designation by the employee will be sufficient and the designation will be documented as soon as practicable.

- (4) A careful consideration of all the facts and evidence of the case, including the Douglas factors and the employee's response, if any. The deciding official shall decide:
  - (a) To withdraw the proposed discipline;
  - (b) To institute a lesser discipline; or
  - (c) To institute the proposed discipline.
- (5) A written decision and the specific reasons therefore, at the earliest practicable date.
- (6) The decision letter informing the employee of his or her option to appeal the action to the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both, and informing the employee that he or she will be deemed to have exercised his or her option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable MSPB procedure. If the employee chooses to use the negotiated grievance procedure, he or she must represent himself or herself or be represented by the Union.

## **7. Alternative Discipline**

- a. In accordance with the provisions of USDA Personnel Bulletin No. 751-3, the Forest Service encourages the use of alternative discipline whenever appropriate. Alternative discipline provides an opportunity to better manage caseloads, reduce administrative costs, and rehabilitate employees for productive Government service.
- b. Alternative discipline agreements will promote the efficiency of the service and may contain nontraditional penalties such as community service, donation of annual leave to the leave transfer program, use of leave-without-pay instead of suspensions, or combinations of these or other agreed-to alternatives.
- c. Employees may offer suggestions for alternative discipline to the deciding official.
- d. The option to enter into an alternative discipline agreement is voluntary on the part of the employee. When offered an alternative discipline agreement, the employee will be informed in writing that they may discuss the alternative discipline agreement with a Union representative before signing. Employees will not be required to make a decision on an offer of alternative discipline before receiving a written decision on the proposed discipline.

- e. In cases where the appropriate penalty is removal, alternative discipline may not be used. However, a proposed removal that is mitigated at the decision stage may be a candidate for last chance agreement.

**8. Termination of Probationary/Trial Employees**

- a. The Parties recognize that the probationary/trial period is an extension of the examining process.
- b. Terminations of probationary/trial employees for conduct or performance reasons will take place only when reasonable doubt exists as to the appropriateness of continued employment. Employees will have an opportunity to demonstrate their performance and conduct for continued employment to the fullest extent possible during their probationary period. If a decision is made to terminate an employee during the probationary period, a written notice will be issued to the employee containing the reasons for the action and its effective date. The reasons will include any agency conclusions on performance and/or conduct deficiencies.
- c. Discipline of probationary/trial employees that is less than removal will follow the same procedure, above, except the employee will be advised in writing of his or her right to grieve the decision, according to Article 9.

**9. Termination and Discipline of Temporary Employees. Refer to Article 24.**

## ARTICLE 23

### PERMANENT SEASONAL EMPLOYMENT

1. Seasonal employment, as authorized in 5 CFR 340 Subpart D, means annually recurring periods of work of less than 26 pay periods each calendar year. Seasonal employees are permanent employees who are placed in nonduty/nonpay status and recalled to duty in accordance with pre-established conditions of employment.
2. A permanent seasonal employment agreement must be executed between the Forest Service and the seasonal employee prior to initial appointment. The template in Appendix H will be used for the executed agreement and maintained in the employee's electronic Official Personal Folder (eOPF). Management and the seasonal employee will discuss the terms and conditions of the employment agreement. The employee and Management must sign and date the agreement. Management will provide the employee with a copy. There will be no change in any terms of employment without notifying the employee and the Union. Any permanent changes will require a new agreement.
3. Annually, the supervisor and the employee will communicate to establish the starting and ending dates two pay periods in advance of the action. Upon request, the Local Lodge will be provided copies of the employee's employment agreement.
4. Management will determine the length of the season, subject to the condition that it be clearly tied to the nature of the work. The season (including the beginning and ending dates) must be defined as closely as practicable so that an employee will have a reasonably clear idea of how much work he or she can expect during the year. The employee is obligated to work for the minimum period specified in the employment agreement. The length of the season may be extended by mutual agreement between Management and the employee.
5. Upon request by the employee, the guaranteed minimum tour may be reviewed to determine if the minimum tour should be increased.
6. Release and recall procedures must be established in advance and uniformly applied. They may be based on performance, seniority, veterans' preference, other appropriate indices, or a combination of factors (5 CFR 340.402(d)). These procedures are negotiable at the appropriate level.



7. When a seasonal employee is called back during their nonduty/nonpay status period (for example, to attend a training session), the employee will normally be called back to full-time status rather than intermittent status.
8. Should Management need to permanently reduce seasonal tours below the minimum guaranteed tour, the following options apply:
  - a. Reductions-in-force (RIF) procedures as outlined in 5 CFR 351, or
  - b. Negotiation of other procedures nationally in accordance with Article 11.
9. In case of a temporary reduction (for the current year), furlough procedures will be used pursuant to Article 33 of this Master Agreement. Furloughs more than 30 days follow 5 CFR 351 procedures, and those less than 30 days follow 5 CFR 752 procedures.
10. Seasonal employees serving under career appointment may move to other positions in the same way as other regular career employees (5 CFR 340.402).
11. Seasonal employment may not be used as a substitute for full-time employment or as a buffer for the full-time workforce (5 CFR 340.402).

## ARTICLE 24

### TEMPORARY/TERM EMPLOYEES

1. The authority and definitions for temporary and term appointments reside at 5 CFR 316 for competitive service and at 5 CFR 213 for excepted service appointments. FSH 6109.12, Chapter 60 and this Article provide direction on recruitment, selection, employment, and separation for these appointments.
2. A term appointment is appropriate for positions of a specified duration when work is expected to last more than 1 year but not more than 4 years. Long extensions or consecutive term appointments indicate a permanent need and should be staffed accordingly.
3. Temporary employees who have been selected competitively and successfully completed their tour of duty will be eligible for rehire the next season without further competition, in accordance with 5 CFR 316.402. Rehire eligibility will remain in effect for up to 3 years from the date of separation from the appointment on which eligibility is based. The determination to appoint rehire-eligibles will be made by Management according to the qualifications and suitability required by the positions.
4. When the Forest Service rehires a temporary employee, the employee may be rehired to any position with the same series, grade, and qualification requirements as the original appointment and on the same major subdivision. A major subdivision is defined as forest, regional office, station, Northeastern Area Office, Civilian Conservation Center, or Washington Office for both position limitations and employee rehire eligibility. Upon request, employees will be given a copy of the SF-50 to document the rehire action. If an organizational structure is established that does not fit into the categories listed above, the Parties may negotiate a different definition for major subdivision.
5. Management will have a list of temporary employees eligible for rehire or extension of appointment that will be used in planning next season's recruitment.
6. If the temporary employee works for 90 days or more, Management will provide the employee a performance appraisal at least 7 days prior to termination and will discuss whether the rating will affect chances of rehire. In conjunction with the appraisal, the employee will be advised of his or her right to grieve the rating. For notices of termination for misconduct, refer to Section 16 of this Article.

7. Temporary employees who are interested in rehire will be given the best available information prior to separation concerning opportunities for rehire with that unit the following season. They will also be informed as to how rehire eligibility works. This will give them the opportunity to apply for other Forest Service positions for which they have no rehire eligibility and be considered based on their qualifications. The list of temporary employees with rehire eligibility will be provided to the Local Lodge upon request.
8. Within 30 days of a temporary employee being hired, the employee will receive written notice of their approximate length of employment.
9. Whenever possible, temporary employees will be given a minimum of 2 weeks' notice as to their termination date at the end of their season.
10. Within 14 days of a temporary or term employee reporting for duty, the employee will receive access to computer systems necessary for entering timesheets and accessing their earning and leave statements.
11. The Forest Service will observe the time limitations for temporary employment in positions and successor positions. Successor positions for temporary positions are as defined in 5 CFR 316.401(c). When considering whether a position may be refilled or not, the time limits in the regulations apply to the same or successor positions in the same major subdivision and in the same commuting area. Commuting area definitions can be found at Article 35.8.d.
12. When filling permanent positions from external sources, the units will give consideration, in accordance with applicable law, to qualified temporary employees who apply for the positions.
13. Temporary and term employees who have an initial appointment of at least 1 year will be advised in writing of any eligibility for the Federal Employees Health Benefit Program.
14. Competitive temporary recruitment notices for Bargaining Unit positions will be publicized for a minimum of 7 working days prior to closing date.
15. **Separation or Reduction in Grade**
  - a. In addition to the rights set forth in Section 16 in this Article, temporary employees may seek reconsideration of the separation or reduction in grade based upon misconduct or poor performance by submitting the request in writing to the Forest Supervisor or other appropriate impartial official.

- b. The request for reconsideration must be submitted within 5 days of the effective date of the action. The appropriate Management official shall provide a copy of the request to the Union within 2 days of receipt.
- c. Upon the employee's request, a meeting shall be convened to consider information provided by the employee in support of his or her reconsideration request. The appropriate official will reconsider the action and reply to the employee within 7 days of receipt of the reconsideration request or meeting, whichever is later. This decision will be final. The employee shall have the right to Union representation throughout this procedure.
- d. The reviewing official will order appropriate remedial action if the adverse action was unwarranted. Participants in this process will be granted reasonable official time.
- e. This procedure shall be null and void should a change in law occur that will allow temporary employees use of negotiated grievance procedures for separation or reduction in grade.

#### **16. Termination and Discipline of Temporary Employees**

- a. The provisions of this section do not apply to termination due to lack of work, funds, or expiration of appointment.
- b. Notice of termination for misconduct will be issued at least 1 working day in advance, except for cases where the employee is being terminated for a crime for which imprisonment could be imposed or in cases where the employee is guilty of substance abuse or is a threat to others. If the termination will also result in loss of rehire eligibility, a statement to that effect will be included in the termination notice.
- c. A notice of termination will be provided to the employee in writing and will contain the reasons for the action, including notice of loss of rehire eligibility as well as their applicable reconsideration rights.
- d. A notice of disciplinary action will be provided to the employee in writing and will contain the reasons for the action, including the employee's right to grieve the disciplinary action in accordance with Article 9.

# ARTICLE 25

## EQUAL OPPORTUNITY EMPLOYMENT

### 1. Equal Opportunity

- a. Management and the Union will cooperate in providing equal opportunity for employment, training, and promotion, and will not discriminate because of age, race, gender, religion, color, national origin, sexual orientation, marital or familial status, disability, lawful political affiliation, or other nonmerit factors. The Parties agree to cooperate in providing equal opportunity for all employees in the implementation of Forest Service and Union programs.
- b. Each Party agrees to advise the other of equal opportunity problems of which they are aware. The Parties will jointly seek solutions to such problems.

2. **Civil Rights Committees.** At least one member of Civil Rights Committees will be a Union representative. On units where such committees are not established, the Union will be afforded the opportunity to be involved in Equal Employment Opportunity (EEO) issues likely to affect Bargaining Unit employees.
3. Washington Office EEO Counselor contact information will be posted at all duty stations and on the internet and kept current.
4. Employees actively contributing to the advancement of EEO practices may be recognized for their actions. The Union may nominate such persons for recognition (see Article 17).
5. The Union at the appropriate level will be given an opportunity to review EEO/Affirmative Employment Plans, as appropriate.
6. The appropriate Union official will be given reasonable notice of and provided reasonable time to be present at Alternative Dispute Resolution (ADR) sessions.
7. The role of a Union official representing the interests of the bargaining unit is to serve in the capacity of a technical representative. A Union official serving in this capacity does not speak for or represent the involved employee.
8. The role of a Union representative who accompanies an employee during an ADR process is to assist and advise the employee in obtaining resolution.

9. In the context of EEO complaint settlement or ordered relief from third-party proceedings, Management acknowledges its obligations under pertinent labor and civil rights laws and regulations, when such actions will affect conditions of employment for Bargaining Unit employees. Such actions include the obligation to provide notice and negotiate as appropriate under Article
10. **Workforce Diversity.** The Union and Management support the goal of becoming a multicultural organization with a diverse workforce.

# ARTICLE 26

## EMPLOYEE ASSISTANCE PROGRAM

### 1. General

- a. The Forest Service shall maintain an employee assistance program (formerly called CONCERN) meeting the requirements of applicable laws, regulations, and guidelines found in Public Laws 91-616 and 92-255. The Union and Management, including Local parties, shall discuss and negotiate any Management-proposed changes or recommendations relative to the program for employees with medical/behavioral problems.
- b. Employee participation in the program shall be voluntary, although supervisors have a responsibility to identify poor job performance and refer an employee to this program as corrective action.
- c. An employee may bring a Union representative to any discussion in connection with this Article.
- d. Management will publicize the employee assistance program on official bulletin boards, in orientation of new employees, and in employee assistance program updates in the electronic communications system.

### 2. Policy

- a. The Parties acknowledge that the employee has the primary responsibility to maintain acceptable performance and for taking any actions or treatment necessary to maintain it. When an employee sincerely seeks treatment in order to maintain or regain acceptable performance or conduct, Management will provide assistance, create an atmosphere of understanding, and attempt to remove the effects of social stigma associated with the problem.
- b. Management will attempt to provide employees with the appropriate assistance to overcome problems that contribute to poor performance or conduct.
- c. It is a basic function of a supervisor to identify poor job performance and to take corrective action.
- d. Management recognizes alcoholism, other drug dependencies, and mental illness as illnesses. Employees who have these illnesses will receive the same careful consideration and respect as employees who have other illnesses. The same consideration will be given to employees who have other personal problems that contribute to poor performance or conduct. Employees who may be impacted by other

employees or family members with these illnesses will receive the same careful consideration and respect.

- e. Diagnosis and treatment should be accomplished by referral of employees to outside professional treatment and assistance sources.

### **3. Responsibilities and Guidelines**

- a. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining his or her job performance, the supervisor will discuss the apparent difficulties with the employee.
- b. If the employee is unable to correct his or her job performance difficulties through his or her own efforts, Management will refer the employee to the Employee Assistance Program.
- c. The focus of corrective discussions by supervisors is restricted to the issue of job performance or conduct and the possible job-related consequences.
- d. Conduct that has medical aspects, such as conduct that evidences emotional disorder, impaired judgment, or alcohol or drug abuse (subject to provisions of Article 43.4), will be addressed as medical problems in an effort to provide rehabilitation to the employee. An employee who refuses professional help or is unable to improve his or her performance or conduct with the assistance of a medical rehabilitation program may be subject to disciplinary action or separation.
- e. Supervisors shall consider the guidance of the referral sources in establishing reasonable expectations for an employee's recovery time.
- f. Participation in the program shall not jeopardize an employee's job security or his or her opportunity to compete for promotion.
- g. Sick leave is an appropriate form of leave for treatment or counseling sessions.
- h. The program advisor shall maintain an up-to-date listing of community facilities for treatment of medical/behavioral problems. Such listing shall include, when known, the cost of such services and eligibility requirements.
- i. In most circumstances, a disciplinary action may be held in abeyance if the employee enters an appropriate rehabilitation program, permits the counselor to report to Management on the employee's attendance in the program, and is making observable progress in conduct and/or performance on the job.



#### **4. Confidentiality**

Except as required by law (5 U.S.C. 522a) or regulation (5 CFR 297.401), medical history records, including those containing behavioral information, will not be disclosed without the employee's written consent. When such information is disclosed without the employee's consent, except to those officers or employees of the U.S. Department of Agriculture who have a need for the record in the performance of his or her duties, the employee will be notified, unless such notification is prohibited by law or regulation. The notification will state the date of disclosure, to whom the information was disclosed, and the nature and purpose of the disclosure.

# ARTICLE 27

## SAFETY AND HEALTH

- 1. General.** The Parties mutually agree to cooperate in common efforts to create and maintain a safe and healthy workplace, safe and healthy working habits, and conditions to minimize accidents and prevent lost work time due to illness or injury. A safety and health program will be administered in accordance with FSM 6700, as may be changed or amended, and Executive Order 12196. Employees involved in activities or representation pursuant to this Article shall receive official time for such activities, subject to the limitations in Article 5. The Parties agree that changes to safety equipment used by bargaining unit employees is an important topic

The Parties agree it is a violation to intimidate, threaten, restrain, coerce, blacklist, discharge, or in any other manner retaliate against any employee because the employee has raised any safety issues pursuant to 29 CFR 24.100(a) and 29 CFR 24.102.

- 2. Workplace Security**

Workplace facilities occupied on a regular basis will have a written workplace security plan, which will be evaluated annually. The union will be given the opportunity to provide feedback in the development and revision of these plans and will be provided a final copy. The Agency is ultimately responsible for ensuring that there is a plan. Each plan, notwithstanding national direction on workplace security, will be developed to meet local situations and may be subject to impact and implementation bargaining. At a minimum, the plan must address the following:

- a. Occupant emergency plans.
- b. Security of buildings and surrounding areas, such as parking lots.
- c. Workplace violence, including but not limited to the procedures for reporting concerns and for establishing threat assessment protocols, to include properly trained threat assessment teams, in accordance with the USDA Handbook on Workplace Violence Prevention and Response.
- d. Continuation of Operation Plans, including current contacts and a list of positions essential for continued operation, which are updated when there are changes.

### **3. Agency Safety and Health Inspections**

Management will conduct an annual safety and health inspection by qualified personnel of Forest Service facilities that are regularly used. The Union will be notified and invited to participate at least 14 days prior to these safety and health inspections. Management will send the Union a copy of reports from the inspections. All first aid equipment will be part of this inspection and their contents shall be updated to meet published agency standards.

### **4. Local Safety and Health Programs**

The Local parties may agree through negotiations to establish safety and health programs, such as:

- a. Health services.
- b. Preventive medicine.
- c. Other health and safety issues related to the local work environment.

### **5. Programs for Wellness Activities**

The Parties recognize the benefits of a physically fit and healthy workforce and agree upon the appropriate arrangements whereby employees may voluntarily participate in a wellness program, which would include administrative leave not to exceed 3 hours per week, if workload permits. Normal workload should not prevent employees from being eligible to participate in the wellness program, including use of administrative leave. The individual supervisor has the responsibility to determine whether a particular employee, or group of employees, can be spared to participate in fitness activities based on specific or unusual work assignments.

- a. The specific details for each unit's wellness program will be left to the Local parties. However, if disagreement arises through negotiations, or application of local agreements, 3 hours per week of administrative leave is the default.
- b. The Local parties may mutually agree to exempt administrative leave as a provision of their wellness program. If use of administrative leave in lieu of duty time is not feasible, Local parties are encouraged to consider some reimbursement for fees associated with off-duty wellness activities.
- c. The use of administrative leave for wellness activities is authorized only in accordance with a personal fitness plan (PFP), signed and approved by the supervisor. The PFP must specify the authorized

activity/activities which are being performed and the authorized time at which they will be performed.

- (1) For employees on a flexible work schedule, wellness activities should be performed during, immediately preceding, or immediately following an employee's already established work schedule, unless specified otherwise in an employee's PFP.
  - (2) For employees on fixed work schedules, wellness time must be taken during their established work schedule.
- d. Administrative leave for wellness activities should not be granted when greater than 4 hours are previously scheduled for sick or annual leave or on non-work days.
  - e. Administrative leave for wellness is not intended to be the routine granting of additional work hours in a pay period. Authorization for administrative leave for wellness activities may be withdrawn where employees exhibit a continued pattern of earning credit hours, compensatory time, or overtime in conjunction with administrative leave for wellness.
  - f. Employees whose normal work schedule does not entitle them to night pay or night shift differential but who elect to exercise between 6 p.m. and 6 a.m. are not entitled to night pay or night shift differential.
  - g. Employees may not be paid Sunday premium pay when in leave status, including Administrative Leave. Sunday premium pay may only be paid for periods when an employee performs work on Sunday. Only employees who are regularly scheduled to work on Sundays due to the nature of the work (e.g., field work, laboratory work, or CCCs) may be granted administrative leave for fitness activities on a Sunday.
  - h. Time commuting to and from an employee's duty station is not eligible for administrative leave for wellness.
  - i. Administrative leave for wellness will be coded using TC 66 and 06 descriptor code. It is the employee's responsibility to ensure that they are participating in wellness activities during the period for which they are claiming administrative leave. The employee's submittal of their T&A certifies that the employee participated in fitness activities during the time administrative leave was charged.
  - j. These provisions do not affect the physical fitness requirements or policy for those employees who are covered by arduous duties covered by firefighters and Law Enforcement Officers.

## **6. Safety and Health Committees**

- a. If Management establishes a local Safety committee to review local health and safety programs and formulate recommendations regarding ongoing problems and useful improvements, the union will be afforded the opportunity to fully participate as representatives of the bargaining unit on such committees and any subgroups.
- b. In the absence of a local Safety and Health Committee, the Union will be provided safety policy documents to review prior to Management approval.

## **7. Health and Safety Policies**

- a. Management will provide safe and sanitary working conditions and equipment, consistent with standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA). Consistent with 29 CFR Chapter XVII, Management shall post notices informing employees of the protections and obligations provided for in the OSHA.
  - b. The Parties at the national level agree to meet at least annually to review a safety and health program and to make recommendations. This meeting may be combined with another national meeting, including virtual meetings as appropriate. Management agrees to provide the Union, on a case-by-case request, with available, relevant agency information on safety and health, insofar as it is compatible with the Privacy Act of 1974 as amended.
- 8.** Consistent with applicable policy all employees shall wear or use protective clothing and/or equipment of the type required, approved, and supplied for safe performance of their work. Management agrees to provide any special and/or unusual safety equipment or supplies (such as personal protective clothing or equipment and devices) necessary as identified in an approved job hazard analysis or Forest Service Handbook (FSH 6709.11 Chapter 70, 72-Exhibit 01). The Union may negotiate at the Local level the type of safety equipment and safety supplies defined as a result of the job hazard analysis. Equipment and supplies shall be replaced when determined they are no longer acceptable for their intended purpose. Employees may request an inspection of supplies or equipment suspected to be defective and supervisors shall treat such requests as a priority.

## 9. Reimbursements for Fire and Field Safety Boots

- a. Management will reimburse up to \$300 (three hundred dollars) once every three (3) years following date of approval of reimbursement as needed to eligible permanent and temporary bargaining unit employees, subject to Agency funding. Employees may apply for reimbursement for more than one pair of boots including all shipping, handling, taxes (if applicable by state), and vendor surcharges. Total reimbursement per employee may not exceed \$300 once every three (3) years.
- b. Eligibility Subject to supervisory validation of need and eligibility, the following criteria must be met:
  - (1) Fire safety boots: Permanent and temporary bargaining unit employees (fire employees and militia) with qualifications that require a light, moderate or arduous fitness rating that are documented on a current and valid Incident Qualification Certification System (IQCS) card are eligible for the reimbursement to off-set employee costs to purchase, resole or refurbish fire safety boots meeting the requirements set out in Forest Service Handbook (FSH 6709.11).
  - (2) Field safety boots: Permanent and temporary bargaining unit employees who spend at least 25% of their time performing field work that requires safety boots as identified through one or more of the following: (1) employee's official position description, (2) FSH 6709.11, or (3) an approved Job Hazard Analysis, are eligible for the reimbursement to off-set employee costs to purchase, resole or recondition field safety boots meeting the requirements set out in Forest Service Handbook (FSH 6709.11).
  - (3) An employee must be in an active pay status and must also certify that they are not knowingly leaving the Agency within 45 days of submission.
  - (4) All exceptions for special projects or unique circumstances may be approved by the Local Line Officer.
- c. Employees have 45 days from date of earliest expense to submit a request in the Agency-designated system, including copies of receipt(s), for supervisory review and approval of reimbursement. Management will review requests for completeness and accuracy within 30 days of submission and inform the employee if their request is deficient.

10. Safety plans and job hazard analyses will be reviewed at least annually by the Local parties or safety committees. The safety plan and the job hazard analysis will be jointly reviewed by the employee and supervisor as part of the job hazard analysis process. The job hazard analysis shall be recorded on Forest Service form, FS-6700-7. Management will provide access to copies of Job Hazard Analyses (JHAs), safety plans, and safety data sheets (SDS) information to the employees and the Local Lodge. The format for providing this information is negotiable at the Local level.
11. Management agrees to provide adequate sanitary facilities, water, and indoor environmental conditions (including lighting; heating; relative humidity; ventilation; air quality; and absence of pests, airborne pathogens, and irritants) in work areas in accordance with laws and regulations (for example, OSHA). If it is determined that sanitary facilities, water, indoor environmental conditions, and/or space are not adequate to protect the health and safety of an employee in any work area, corrective action will be taken to the extent feasible within a reasonable amount of time after becoming aware of the condition(s). Inspections will be made in accordance with required state and federal standards. In facilities not controlled by the Forest Service, such corrective action will be requested by management at that location within a reasonable amount of time after becoming aware of the condition(s). Actions being taken shall be communicated to employees and the Union within 30 days.
12. Management will, to the extent feasible, eliminate identified safety and health hazards. Whenever such conditions cannot be readily abated, Management shall inform the Union and the parties shall arrange a timetable for abatement, including a schedule of interim steps to protect employees. Arrangements shall include notifications; warnings; relocation of employees, if needed; information to employees exposed to the hazardous conditions; and other steps the parties may agree are necessary under the circumstance, such as holding informational meetings with affected employees.
13. The parties, in the course of normal duties, shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental

conditions in their immediate areas that may represent safety and health hazards. The Local parties are encouraged to work together to resolve issues related to employee health and safety as they arise, which includes ways to improve safety conditions.

#### **14. Unsafe Working Conditions**

- a. Management will annually advise employees, in writing, that they may report any apparent unsafe or unhealthy working conditions without fear of retaliation.
- b. Management shall provide each employee information about the Safety Empowerment Authority and access to the Safety Empowerment Authority card within 30 days of entering upon duty, or upon request to their supervisor.
- c. When an employee feels that he or she is subject to conditions so severe that even a short-term exposure to such conditions would be detrimental to health and safety, he or she should report the circumstances to the immediate supervisor. The supervisor shall inspect the work area or substance in question and analyze the situation to ensure that it is safe (or may be safely handled) before requiring the employee to carry out the work assignment. If any doubt regarding the safety of existing conditions is raised by the supervisor, an appraisal shall be obtained from the appropriate Management official before proceeding. Safety and health specialists may also be consulted by supervisors, employees, managers, or Union officials in these situations. The Local Lodge will receive, upon request, a copy of any documentation of the inspection or appraisal of the alleged unsafe working conditions.
  - (1) Agency inspections will be conducted promptly in response to employee reports of imminent danger conditions, potentially serious conditions, and for other than serious safety and health conditions in accordance with 29 CFR 1960.28 (d)(3).
  - (2) An inspection may not be necessary if, through normal Management action and with prompt notification to employees, safety and health committees, and the Union at the appropriate level, the hazardous condition(s) identified can be abated immediately.
- d. If the supervisor determines an unsafe or unhealthy circumstance exists and the supervisor cannot readily correct the hazard, the supervisor will take preventive action as specified in Section 10 above. The employee or group of employees who continue to believe



that work is being required under conditions that are unsafe or unhealthy beyond the normal hazards inherent in the operations in question have the right to file a grievance. An employee or the Union may request an OSHA inspection at any time.

- e. In the absence of immediate access to the supervisor, the employee may suspend his or her work whenever any environmental condition or combination of conditions (including, but not limited to, temperature, relative humidity, wind, precipitation, and air quality) become so extreme as to pose an immediate danger to employee health and safety that cannot be readily mitigated by the use of appropriate, approved protective equipment or technology. The employee will then promptly contact the supervisor as appropriate.
- f. Employees may alternately choose to report any unsafe working condition anonymously through the electronic safety reporting system.

#### **15. Hazardous Materials**

- a. No employee will be required or permitted to handle potentially hazardous materials without the proper training and information as prescribed by Federal law or regulation. As required by laws and regulations (for example, OSHA), a chemical exposure-monitoring plan will be provided for employees working with hazardous materials that pose a threat of long-term physical damage, including appropriate medical examinations and testing at the Agency's expense.
- b. Employees will be made aware of any exposure to hazardous materials when required by OSHA regulations.
- c. Management will make every reasonable attempt to ensure that hazardous or poisonous substances are properly marked and stored in accordance with Federal labeling and storage regulations. Upon discovery of noncompliance with Federal labeling and storage regulations, Management will immediately initiate corrective action.

#### **16. On-The-Job Injury or Illness**

- a. The Agency will take appropriate action to secure emergency treatment for an employee during duty hours for job and non-job-related injuries or illnesses, if the employee's condition is such that they cannot arrange treatment for themselves. Employees shall report to their supervisor all injuries or occupational illnesses that occur on the job, and the information will be entered into the Agency's electronic reporting system. Management will provide

assistance in case the employee is unable to do this. This requirement in no way affects the employee's rights and benefits under Office of Workers' Compensation Programs (OWCP) regulations. Management shall expeditiously process and forward to OWCP all documentation that is required by OWCP within the Agency's control when an employee sustains an on-the-job injury or contracts an occupational disease. Upon request, copies will be provided to the employee or the personal representative designated in writing by the employee. Management agrees to provide employees with assistance in processing claims under the Federal Employees Compensation Act.

- b. Where documented medical evidence shows the work environment is contributing to a medical problem, Management will correct identified safety hazards or will make every reasonable effort to place the employee in a suitable environment and/or provide alternate work until the hazard is corrected.

#### **17. Temporary Accommodation**

When employees are temporarily unable to perform their regularly assigned duties because of documented confirmed illness or injury, but may be capable of returning to or remaining in a duty status, Management may detail such employees to work assignments Management determines to be available and compatible with the employee's physical condition, or temporarily tailor the employee's regularly assigned duties to the physical limitations to the extent Management determines such changes are feasible and warranted.

#### **18. Permanent Injuries/Disabilities**

- a. When an employee is permanently injured on the job, the agency shall first attempt to accommodate the employee in their original position.
- b. If the employee cannot be accommodated in their original position, the agency shall make every effort to place the employee in another appropriate position. The employee will be consulted regarding their skills and interests related to placement. At a minimum, placements will take into account the following factors:
  - (1) Maintaining the employee in the same retirement system as the position they were in when they sustained the injury.
  - (2) Maintaining the employee's pay grade, including keeping them on a career ladder if they were on one when injured.

- (3) Employee's qualifications, including those that may have been obtained from prior work experience and/or experience gained outside the Forest Service.
  - (4) Employee's geographic preference.
  - (5) Short-term training needs.
  - (6) Any special needs or considerations identified by the employee and/or medical practitioner.
- c. If a temporary employee is permanently injured on the job, Management will provide information about where to seek certification under Schedule A to assist with future employment opportunities.

### **19. Video Display Terminals (VDTs)**

Continuous operation of VDTs over extended periods of time may cause physical problems. Therefore, VDT operators will be provided periodic breaks away from the terminal during their workday. For example, operators may be provided a diversion in work of at least 10 minutes per hour away from the terminal. Ergonomic furniture and preventive devices will be provided when identified in an approved Job Hazard Safety Analysis. Employees may request a temporary assignment that does not require extended use of the VDT.

### **20. Blood Borne Pathogens Program**

- a. Direction and guidance pertaining to this program is contained in FSH 6709.11 Chapter 52.3.
- b. Blood borne pathogens testing: When an employee believes he or she has been exposed to blood borne pathogens in the line of duty, the employee will be encouraged to take the appropriate test as soon as possible to establish a baseline and to file the appropriate documentation (for example, CA-1s and CA-2s). Employees shall be retested as directed by appropriate medical personnel. In any location where tests are not free, or where the employee has concerns about free testing clinics, the Forest Service will pay for the tests in accordance with regulations governing payment for employee testing.
- c. Vaccinations: The agency will comply with OSHA requirements for employer-provided vaccinations of employees at risk (for example, Hepatitis-B vaccinations).
- d. No employee will be required to perform CPR or to expose themselves to body fluids without the appropriate protective equipment listed above, except at his or her own discretion.

## **21. Occupational Health and Safety Training**

Management recognizes the need for training and orientation regarding occupational health and safety, including training on blood borne pathogens, where appropriate, to ensure employee safety and a minimum loss of work time due to injuries. Management will inform all employees of safe working habits and practices appropriate to their job, with special emphasis on orientation of new employees. In addition, supervisors will instruct employees on safe working habits, practices, and procedures in regard to specific job assignments. The Health and Safety Code Handbook (FSH 6709.11), including applicable regional and forest supplements, will be provided to employees upon request.

## **22. Law Enforcement**

- a. Employees with law enforcement responsibilities will be properly trained and equipped to accomplish the job, providing for safety to employees and the public in accordance with FSM 5300.
- b. Employees with law enforcement responsibilities will normally be provided with radio contact or other provisions for adequate backup. When the law enforcement officer is in a hazardous situation, the law enforcement officer may temporarily absent themselves from the work situation with notification to their supervisor in accordance with Section 13 above.

## **23. Communications**

- a. Employees will be provided with two-way communication devices when identified as necessary by a JHA or as otherwise appropriate for the protection of the employee.
- b. A Satellite Emergency Notification Device (SEND) GPS locator is to be used only as a backup to Forest Service-approved two-way communication devices.
  - (1) SEND GPS locators will be used primarily in emergency situations where two-way communication devices are not working or are unavailable to employees.
  - (2) The SEND GPS data will be stored no longer than 30 days, unless they are part of an ongoing administrative inquiry, investigation or subsequent law enforcement investigation.
  - (3) Employees will be provided information on the Standard Operating Procedures (SOPs) of the SEND units. These SOPs include a description of the tools capabilities and limitations.

Additional implementation procedures for field use of SEND units are appropriate for local level negotiations.

#### **24. Notification of Serious Accidents and/or Fatalities**

For serious accidents and/or fatalities involving an employee, either as a victim or as a potential witness, the following procedure will be followed:

- a. Official release of information to the media or public will only be made by the responsible Management official. Release of identity to the media or public will not be made until next of kin has been notified.
- b. The Union will be notified as soon as practicable.
- c. OSHA will be notified immediately of any fatal accident.

#### **25. Safety Reviews**

Methods that result in organizational learning without employee blame, such as the Coordinated Response Protocol (CRP) and Facilitated Learning Analysis (FLA), shall be used when safety incidents are reported or accidents occur. However, this does not preclude any other investigation by civil authorities or other agencies.

- a. Employee Participation in Safety Reviews Conducted by the Forest Service.

Employee rights in examinations are described in Article 4. All examinations associated with safety reviews (that are intended for organizational learning without employee blame) are voluntary examinations. Employees shall not be disciplined for declining to participate in a safety review or to answer any questions in a safety review.

- b. Union Participation in Safety Review Teams.

- (1) The Union at the national level will be invited to participate as a team member in all Chief's level safety reviews, including interagency serious accident investigations and Chief's delegated FLAs or Learning Reviews. Up to two Union members will be available to deploy with Coordinated Response Protocol Teams for fatality reviews.
  - (a) The representative serving on such teams will be expected to keep all the confidences that all team members must keep.
  - (b) The Union will be invited to designate one observer for the accident review board. Travel for the Union observer will not be funded by the agency.

- (c) The Union will be provided copies of all reports related to serious accidents or fatalities upon request after the Management review process is complete, which is normally within 60 days of the incident.
- (2) At the discretion of the delegating authority, the Union at the appropriate level may be invited to participate as a team member in FLAs, Learning Reviews, or equivalent investigations conducted at intermediate and local levels. At a minimum, the union will be invited to participate in bargaining unit employee interviews and will be provided a copy of the unredacted final report within 2 days of completion.
- (3) Union representatives may not participate on teams formed for the purpose of criminal or disciplinary investigations. However, this does not preclude Union representation in Weingarten situations (see Article 4).
- c. The Union, at the Local level, shall be given the opportunity to review and make recommendations on all reports of unsafe conditions, minor safety incidents, or near misses and will be provided a copy of management's actions, if any, to abate the conditions.

## **26. Safety Training for Union Representatives**

- a. Within budget constraints, when formal safety training is being offered on an organized unit, the Union safety representative who needs the training will be invited.
- b. When no formal safety training is available, a qualified Forest Service safety officer will be considered for providing on-the-job training for Union representatives.
- c. For representational purposes and Within budget constraints, Management will fund travel and official time of up to 5 Union representatives for up to 40 hours each of official time each to attend Forest Service sponsored Facilitated Learning Analysis training and up to 5 Union representatives for up to 40 hours each of official time each to attend annual Coordinated Response Protocol Training.

**27. Safety Meetings.** Each work unit will hold meetings that contain safety topics on a regular basis. This does not preclude the need for more safety discussions.

# ARTICLE 28

## FIRE AND OTHER INCIDENTS

1. Although the following relates primarily to fire incidents, the Parties recognize that many of the following provisions apply to other emergency incidents.
  - a. The Parties jointly and wholeheartedly are committed to “zero tolerance” of carelessness and unsafe actions.
  - b. The Parties jointly agree to adopt and support the following firefighting doctrine:
    - (1) The Forest Service believes that no resource or facility is worth the loss of human life. We acknowledge that the wildland firefighting environment is dangerous because its complexity may make events and circumstances difficult or impossible to foresee. We will aggressively and continuously manage risks toward a goal of zero serious injuries or fatalities.”
    - (2) The intent of wildfire suppression is to protect human life, property, and at-risk lands and resources.
    - (3) Demonstrated fitness for command is a requirement for leadership positions associated with firefighting.
    - (4) When it is time to fight fire, we do so in a manner that maximizes effectiveness of effort, has highest regard for firefighter and public safety, and controls costs.
    - (5) Every fire suppression operation is directed toward clearly defined, decisive, and obtainable objectives.
    - (6) Command and control must be decentralized to cope with the unpredictable nature of fire. To achieve their leader’s intent and accomplish operational objectives, subordinate commanders are required to make decisions on their own initiative, and to coordinate their efforts.
    - (7) Using principles requires judgment in application, but adherence to rules does not. In combination principles and rules guide our fundamental wildland fire suppression practices and behaviors, and are mutually understood at every level of command.
    - (8) We practice risk management to minimize the exposure and effects of the hazards inherent in fire suppression while maximizing the opportunities to achieve leader intent.

- c. All Forest Service employees have a responsibility to support fire suppression emergencies in a manner that meets identified needs and is within their qualifications and capabilities.

## **2. Union Representation at Incidents**

- a. Union officials or their designees have the right to represent Bargaining Unit employees at all incidents. The Union may designate a sufficient number of representatives to assure up to 24-hour coverage, based on representational need, at any incident where Forest Service employees are present.
- b. The need for an onsite Union representative(s) will be based upon anticipated or actual representational workload as determined by the appropriate Council Vice President (CVP). If the appropriate CVP or designee determines a need to send a Union representative(s) to an incident command post, they will contact the Incident Commander (IC). The IC or designee will make arrangements for dispatch of the specified Union representative(s) designated by the CVP or designee to the incident. When a representative is dispatched, dispatch will be through the normal incident dispatch procedures. Initially, one Union representative may be dispatched. Based on anticipated or actual representational workload, as agreed upon by the CVP or designee and Incident Commander, additional Union representatives may be dispatched.
- c. When assigned in official capacity as a Union representative, overtime and compensatory time is not authorized.
- d. When a staffing level of 300 individuals on a Forest Service incident or 300 Forest Service employees on other than a Forest Service incident is reached and a command post has been established, the CVP or designee will be notified. Notification to the Union will be within 24 hours after staffing reaches 300. That notification will inform the CVP or designee of the location of the incident and the name of the Incident Commander. The IC will be notified of the name and contact information of the CVP or designee.
- e. If there is a serious accident, burn over, or fatality on any incident in which Forest Service employees are potentially involved, the CVP or designee will be notified as soon as practicable within 24 hours. If the CVP or designee cannot be contacted, the FSC President will be contacted.
- f. If no representative(s) is dispatched to the incident, the CVP's or designee's name and contact information will be conspicuously



posted at the incident command post. If the need arises for an employee to contact the CVP, facilities will be made available to make this contact.

- g. Union representative(s) will check in with the IC or designee on arrival and departure.
- h. When a dispute arises from a situation on an incident, the timeline for raising that issue to the appropriate official under Article 9 will not start until the day after the employee returns to their official duty station. If the grievant is dispatched to another incident or temporary duty assignment that prevents them from preparing and presenting a grievance in a timely manner, the time limit will be extended as stated in the first sentence of this paragraph.

### **3. Restricted Facilities**

Management will not restrict employees to facilities while in a nonpay status.

### **4. Spot Change Tour of Duty**

After the first day on an incident, individuals are spot changed to a first 8-, 9-, or 10-hour daily tour of duty, depending upon their weekly tour of duty. The individual resumes their normal daily tour of duty on the day following return from the incident. For a 2-day incident, the unit may elect to not spot change the individual's daily tour of duty.

- a. For a 1- or 2-day assignment, or during an initial attack assignment that extends beyond 24:00 hours and into the next day, an individual's daily tour of duty will not be spot changed at 00:01 hours. This means that initial attack hours worked after midnight until the individual's regularly scheduled tour of duty begins will be considered overtime.
- b. For an assignment where a crew is spiked out on an assignment without a sleeping bag or food, they will be compensated for their nonwork breaks.
  - (1) Regular government employees must be in nonexempt status to qualify for compensation. There is no authority to grant compensation to exempt employees for these conditions. Exempt employees can only be compensated for on-shift time.
  - (2) ICs are responsible for determining when an inadequate food or lodging situation exists. This must be documented on the Crew Time Report, SF-261, in the remarks section. Hours recorded for

an inadequate food or lodging situation count as hours of work for computation of the 2:1 Work/Rest ratio.

#### **5. Application of Hazard Pay for Prescribed Burns**

- a. Employees working on these assignments will be paid hazard pay if the burn goes out of control and is declared a wildfire.
- b. A written burn plan for any prescribed fire will be made available to the Union upon request. This plan may provide conditions under which the responsible official may declare that a prescribed burn has become a wildfire.

#### **6. Hazard Pay on Incidents**

- a. A member of a firefighting crew shall be defined as anyone assigned to an actual fireline for the shift. This can be documented in the Incident Action Plan or approved by the IC, Incident Supervisor, or local Line Officer.
- b. Incidental or occasional assignments that make it necessary for an employee to be sent to the fireline area are not normally considered as included in this definition.
- c. An Emergency Medical Technician (EMT), Safety Officer, Strike Team Leader, Division Supervisor, or other technical/resource specialist who is advising on line location, rehabilitation, or other necessary resource work along or within the fire perimeter or in areas where crews working on suppression tactics for the incident normally are entitled to hazard pay, is entitled to hazard pay provided they were assigned to the fireline as their primary work area for the shift.

#### **7. Hazard Pay for Low-Level Flights**

The Agency has determined that employees will be eligible for hazardous pay differential when flying in a helicopter for stationary or maneuvering above the ground at low elevations up to 500 feet above the terrain or vegetative canopy in daylight or at less than 1,000 feet in mountainous areas at night.

#### **8. Work Capacity Test Program**

- a. The Work Capacity Test Program is the process used to facilitate preparation and testing of an employee. In accordance with Agency policy and the annual Work Capacity Test (WCT) for Wildland Fire Qualifications Implementation Guide, each employee involved with or wanting to be involved with fire programs will be required to meet the required fitness standards (FSH 5109.17). If the employee is

interested and will be available for fire assignments but fire duties are not included in their position description, the employee will follow the same guidelines and be afforded the same rights under this Section as those for employees in fire positions. Further information on implementation can be found in the current Work Capacity Test Implementation Guide.

- b. Those required to pass the WCT normally will be informed at least 4 weeks prior to the scheduled test date to allow time for fitness training as needed.
- c. For employees who fail their initial test but are not injured, they will be provided at least 48 hours to recuperate before their next test.
- d. Any employee who sustains an injury during the WCT, and is subsequently seen and certified as injured by a qualified medical provider (physician, physician-assistant, or nurse practitioner), will not have that WCT counted as one of their attempts.
  - (1) Once released for full duty, the employee will be given sufficient time, based on the recommendation of the medical provider, to prepare for retesting. However, the employee will only be allowed up to 4 weeks for test preparation.
  - (2) Injuries shall be documented in the Agency's Safety database, currently eSafety.
- e. Failure to pass the WCT results in the following:
  - (1) Temporary employees being hired into a fire position will be provided one additional opportunity to pass the required test at the discretion of Management.
  - (2) Permanent employees required to pass a WCT for duties associated with their positions will be provided two additional chances to pass the required test before action is initiated to address their fitness limitations.
  - (3) Permanent and temporary employees who do not perform fire assignments as a recurring part of their position but who are authorized to perform such duties may be retested as many times as Management deems appropriate.
- f. Health Screen Questionnaires (HSQ) and SF-78s are medical forms; they are to be filed in an official Employee Medical Folder and treated as "Confidential."
- g. The cost of any medical examinations for Forest Service employees that are required by the Agency will be borne by the Agency,

including travel expenses. All such medical examinations will be performed on official time.

- h. Any changes to the implementation, standards, or terms of Work Capacity Testing, HSQ, or Medical Standards Programs shall be negotiated in accordance with Article 11 by National Parties.

## **9. All-Hazard Response**

- a. The Agency responds and supports all-hazard responses by providing trained personnel to use their skills, capabilities, and assets without requiring significant additional training and preparation. Support to cooperators requiring Forest Service resources will be consistent with employee's core skills, capabilities, and training.
- b. Agency employees will be provided with appropriate risk mitigation (for example, vaccinations, personal protective equipment, etc.) to operate in the all-hazard environment to which they are assigned.
- c. All employees involved in all-hazard response will be supported and managed by an Agency leader, Agency liaison, or interagency incident management team.

## **10. Dispatch of Employees**

Appropriate arrangements and procedures such as notification to employees, how to contact employees, rotation of assignments, etc., are negotiable at the appropriate level.

## **11. Employees with Family Responsibilities and Fire Duties**

Fire managers and supervisors should utilize existing Agency family-friendly policies and authorities to ensure the safety and flexibility of work assignments for employees who have family responsibilities and obligations such as pregnancy, child care, elder care, etc.

## **12. Professional Liability Insurance (PLI)**

- a. Bi-annually or upon review of the FSH 5109.17, Management and the Union will discuss which positions may become eligible for PLI.
- b. "Temporary fireline managers" are eligible to be reimbursed for up to one-half of the cost incurred for professional liability insurance including any administrative processing cost charged by the insurance company. To qualify, these "temporary fireline managers" must meet one of the following three criteria:
  - (1) Provide temporary supervision or management of personnel engaged in wildland or managed fire activities,

- (2) Provide analysis or information that affects a supervisor's or manager's decision about a wildland or managed fire, or
  - (3) Direct the deployment of equipment for a wildland or managed fire.
- c. Information about PLI, including policy and procedures, is available at <https://usdagcc.sharepoint.com/sites/fs-cfo-bfp/MiscPay/SitePages/Policy%20Information.aspx>.

# ARTICLE 29

## GOVERNMENT-FURNISHED QUARTERS

### 1. Housing Occupancy Policy

- a. Management will assign Government housing or quarters based on Management needs and availability. The assignment of Government housing or quarters is based, in the first instance, on the need to protect Government property and the need to render service to the public. The Local parties will negotiate, at the Local Lodge's request, a housing-occupancy policy applicable to local needs and conditions, which may be based on such things as seniority, family size, economic need, or other reasonable criteria. Housing or quarters rules and policies established by the Forest Service where occupancy is required as a condition of employment are negotiable at the local level. Issues related to rules and policies in all housing and quarters (including bunkhouses) may be addressed by parties at the appropriate levels.
- b. Government housing and quarters occupied by employees will be inspected at least annually according to Article 27. Occupant(s) will receive a 10-day notice prior to inspections except when delay would cause immediate damage to employees' and/or Government property. Living quarters shall also be inspected for leaks of flammable fuels or any other safety or sanitation hazards after any period of vacancy or a change in occupancy, immediately prior to reoccupancy by employees. The purpose of safety and health inspections is not to inspect Government-furnished housing and quarters for criminal activity.

### 2. Searches

Government housing or quarters used by employees exclusively for residential purposes will not be searched without a search warrant unless the person who exercises dominion or control of a specific area, either individually or in common with others, consents freely and voluntarily, or the warrantless search is permitted by law. Residential areas include bedrooms, living rooms, kitchens, basements, bathrooms, and any additional areas that may be specified in the rental agreement. No coercion will be used to obtain permission to search housing or quarters. (This general statement does not modify, add to, or subtract from the settlement agreements regarding searches in *NFFE v. Yeutter*, Case No. 88-3505, United States District Court District of Columbia

(USDC DC) and NFFE v. Madigan, Case No. 92-0553 (USDC DC), which are binding on the Parties.)

**3. Quarters Inventory Survey**

Management will notify the Local Lodge when a survey is being done and give the Union a reasonable opportunity to review the collected data and also provide a copy upon request. When the Forest Service conducts a quarters inventory survey that includes an onsite visit, the Union and employee will be given an opportunity to participate. Management will ensure that the Union's and employees' comments are considered in any assessments.

**4. Implementation of Revised Rental Rates**

- a. When rental rates for Government-furnished quarters are revised, they will be implemented in accordance with U.S. Office of Management and Budget Circular A-45.
  - b. If the rate increases, the occupant will be furnished a copy of the data element determinations on which the rental rate is based. The employee may grieve any determination under the provisions of Article 9.
  - c. If the rate increase exceeds 25% of the existing rate, Management will stage implementation to increase the base rental rate quarterly over the course of 1 year.
5. When an employee is working and living in an isolated area with only Forest Service transportation, the employee may transport unopened alcoholic beverages as part of his or her regular groceries, providing alcohol is allowed at the site.

# ARTICLE 30

## EMPLOYEE TRAINING

1. The Parties recognize the value of a well-trained workforce and the need for a well-planned and effective training effort. The Parties agree that training efforts are to be aimed at improving job performance, providing for career development, or meeting Forest Service needs as determined by Management. The Parties further mutually agree to encourage employee self-development.
2. Management has the responsibility to implement an annual Individual Development Plan (IDP) for each employee and identify present and future organizational training needs, utilizing the agency's Learning Management System (LMS), which is currently AgLearn. Employees should work with Management to identify training and development opportunities that address their immediate needs and long-range career goals (see FSH 6109.13 Chapter 20.4).
3. The employee and supervisor are encouraged to have ongoing discussions throughout the year regarding the employee's individual career development.
4. **Administration**
  - a. Scheduling:
    - (1) Recognizing the need for flexibility, Management retains the right to schedule and assign employees to training, determine the investment to be made in training, and to select training methods and facilities. Management will make an effort to schedule training so that employees will not have to travel on weekends. For those employees enrolled in work-related classes not scheduled by Management, Management agrees to make a reasonable effort to enable an employee to adjust their work schedule, if feasible, in order to attend.
    - (2) Overtime for training is handled in accordance with 5 CFR 550, 5 CFR 551, and 5 CFR 410.
  - b. Records: Management agrees to maintain an electronic database of employee training. Employees are encouraged to provide documentation of all relevant training taken, whether at official expense or at their own expense.



- c. Expenses:
  - (1) Management agrees to consider reimbursement of expenses incurred by an employee in attendance at officially approved work-related courses on their own time.
  - (2) The parties will make an effort to identify cost-effective and efficient training opportunities.
- d. Use of Equipment: Management agrees to make available to all employees enrolled in approved training courses all reasonable and customary equipment necessary, if available, on the premises of the activity at mutually agreeable times during the employee's on-duty and off-duty hours.

## **ARTICLE 31**

### **REPRESENTATIONAL SKILLS TRAINING**

Attending and presenting training for the purpose of improving union representational skills is authorized for official time under the provisions of Article 5. However, the Agency will not pay for travel associated with such training.

# ARTICLE 32

## WORKFORCE RESTRUCTURING AND PLACEMENT SYSTEM

### 1. Pre-Workforce Restructuring and Placement System (Pre-WRAPS) Process

Prior to use of the WRAPS process, the parties at the appropriate level may develop and use a noncompetitive placement plan for employees affected by downsizing or changes to the organization. Any plan developed must conform with rules established by the National Parties to ensure general servicewide consistency.

### 2. Workforce Restructuring and Placement System (WRAPS)

WRAPS is a system for identifying and placing employees who are affected by the abolishment of an encumbered position(s). Placements from the WRAPS involve priority consideration for agency vacancies involving noncompetitive reassignment, repromotion, or voluntary change to lower grade or reduced tour. Affected employees do not receive priority consideration for promotion or reassignment to positions with higher promotion potential than that previously held on a permanent basis. For the purposes of this Article, the following terms are defined:

- a. Affected employee: An employee who has been identified as subject to displacement due to the abolishment of a position in his or her same competitive area and competitive level.
- b. Vacancy: A position that Management decides to fill, regardless of whether the agency issues a specific vacancy announcement:
  - (1) Within the commuting area of the affected employee that is of a duration more than 120 days.
  - (2) Outside the commuting area of the affected employee that is not being filled on a time-limited basis.
  - (3) Exceptions are listed in 5 CFR 330.609.
- c. Competitive area: For the purpose of this Article, “competitive area” is defined as:
  - (1) Washington Office employees in the Washington, DC, metropolitan area compete within the metropolitan area by Deputy Chief program area or the Chief’s program area, as applicable to their reporting structure.

- (2) Law Enforcement and Investigations employees located outside the Washington, DC, metropolitan area compete regionwide within Law Enforcement and Investigations.
  - (3) Job Corps Civilian Conservation Center employees compete centerwide. Job Corps Civilian Conservation Center employees in the Denver field office compete officewide.
  - (4) Employees of a regional office compete with other employees of that same regional office who are in the same commuting area.
  - (5) Employees of a national forest compete with other employees of that same national forest who are in the same commuting area.
  - (6) Employees of a research station compete with other employees of that same research station who are in the same commuting area.
  - (7) Employees of the International Institute of Tropical Forestry (IITF) compete with other employees of the institute who are in the same commuting area.
  - (8) Employees of State and Private Forestry in the Northeastern Area compete with other Northeastern Area employees who are in the same commuting area.
  - (9) When a position or group of positions is detached from its administrative unit (meaning only the following units: Washington Office, regional office, national forest, station, Northeastern Area, or IITF), employees in those positions will compete with other employees in the same commuting area and same administrative unit.
  - (10) In nontraditional organizations that do not readily fit any of the descriptions under items (1)-(9) above, either party at the local or intermediate level will be given the opportunity to negotiate at the intermediate level to establish a competitive area for that nontraditional organization. Any agreement reached at the intermediate level is contingent upon the approval of both Parties at the national level.
- d. Commuting area: For purposes of defining the commuting area under WRAPS, the same definition will be used as in Article 35, Section 8.d.
  - e. Competitive level: The same definition will be used as in Article 35, Section 8.e.

### **3. Identification of Positions to Be Abolished**

For the purposes of this Article, positions to be abolished are those encumbered positions that Management has decided to eliminate within the current or next fiscal year for lack of funds, lack of work, or through changes in organization. Decisions will be made through an analysis of workload; an assessment of the projected program of work, including anticipated budgets; and an analysis of the workforce, including the kind of skills, the number of positions with those skills needed, and the locations of those positions. The Parties agree that such changes will be subject to notification requirements to the Union as articulated elsewhere in this Master Agreement. Civil Rights Impact Analysis will also be conducted as required by agency regulations.

### **4. Employees Subject to Displacement**

When reductions-in-force (RIFs) and WRAPS are being conducted simultaneously within a given competitive area, the order of displacement will be in accordance with RIF identification procedures. The RIF identification order will be used to identify who goes on WRAPS for potential placement outside the competitive area. WRAPS will not be used for placements of employees in the competitive area when a RIF is also being conducted in that competitive area, unless the vacancy will not be filled through RIF, in which case WRAPS procedures will be used as appropriate. When WRAPS is being conducted alone and more than one employee is covered by the category, preference will be given to employee(s) according to leave service computation date (SCD), most service first in categories (1), (2), and (5), below. Employee(s) in category (6) will be identified according to leave SCD, least service first. Only employees identified in categories (3) through (6) will be registered in the WRAPS database for placement.

- a. Order of identification: When one or more positions have been identified for abolishment within the same competitive level and the same competitive area, Management will identify employees subject to displacement in the following order:
  - (1) Employees who formally decide to retire under optional retirement rules; employees who make a voluntary, irrevocable written decision within 10 days of being notified of Management's decision to abolish a position within their competitive level. Retirement effective dates must be within 75 days of the original notice.

- (2) Employees who make a voluntary, irrevocable written decision to resign or who have accepted in writing an offer of employment outside the Forest Service with an effective date within 75 days from the date of notification of the decision to abolish a position(s) in the employee's competitive level. This written election must be received from the employee within 10 days of the Subsection 4.b.(1) notification of Management's decision to abolish a position(s). The timeframe may be shorter or longer as may be mutually agreeable between the employee and Management.
  - (3) Employees who are under a specific RIF separation notice.
  - (4) Employees under RIF who are released from the competitive level through demotion.
  - (5) Employees who make a voluntary, irrevocable decision to be designated as the affected employee.
  - (6) Other employees in the competitive level including those who are on a time-limited assignment (e.g., detail or temporary promotion) away from the competitive area.
- b. Notifications:
- (1) When there are multiple employees in the same competitive area and competitive level, and Management has decided to abolish some but not all of the positions, employees in the affected competitive level and competitive area will be notified by letter. Responses to the notice will be used in the order of identification (Subsection 4.a). The letter will contain or reference:
    - (a) The rationale for the abolishment(s).
    - (b) The title, series, grade, organizational unit, and duty station of the position(s) to be abolished in the competitive level.
    - (c) The number of employees in the competitive level.
    - (d) Voluntary options available for employees to retire, resign, be placed outside the Forest Service, or be the affected employee to be placed on the WRAPS list.
    - (e) National information about voluntary options to retire, resign, be placed outside the Forest Service, or be the affected employee to be placed on WRAPS.
    - (f) Information about Voluntary Early Retirement Authority (VERA) and/or Voluntary Separation Incentive Program (VSIP) options, if applicable.

- (g) Response timelines for any actions to be initiated by the employee.
  - (h) Notice of the availability of employee assistance program services.
  - (i) An initial point of contact for additional information.
- (2) When Management identifies the affected employees, the affected employees will be notified by letter, in person if possible. The letter will contain:
- (a) An explanation of the reasons why the position that precipitated the employee's being affected was identified, including linkages to program of work, budget, and/or organizational changes as determined in the unit's workforce analysis (see Section 3).
  - (b) How the subject employee was identified in accordance with the process contained in Section 4.a and 4.b, including the employee's SCD.
  - (c) person(s) to contact for any additional information regarding contents of the letter.
  - (d) Appropriate use of official time, travel, and access to Government facilities and equipment, including the employee's self-initiated placement and/or employment efforts.
  - (e) A statement that the letter serves as the official agency certification of the employee's eligibility for U.S. Department of Agriculture (USDA) Career Transition Assistance Plan (CTAP).
  - (f) Reference to dispute resolution forums available in Article 9.
  - (g) WRAPS registration procedures and a copy of the employee's preregistration record.
- (3) A copy of these notices will be given to the Local Lodge and, if a "formal discussion" is held, Union representation will be honored as identified in Article 5, Section 4.
- c. WRAPS registration procedures:
- (1) Affected employees will be registered on a national, password-protected WRAPS database. Management will preregister the employees once they have been notified that they will be placed on WRAPS. Preregistration will create a record in the database

- that will automatically include listing the employee for positions in his or her current commuting area, series, and grade.
- (2) Each employee will be asked to do the following:
    - (a) View his or her record.
    - (b) Identify his or her last three jobs and the major duties involved.
    - (c) Record the grade(s) that he or she will voluntarily accept and up to 10 geographic preferences.
    - (d) Identify his or her interest in local commuting area time-limited vacancies less than 1,040 hours or 1,040 hours or more of duration.
    - (e) Specify any special needs associated with placement.
    - (f) Identify erroneous information in the official record.
    - (g) Where an employee's access to computers is limited, the employee will view, record preferences, and identify corrections on a hard copy. The employee will send the hard copy information to Human Resource Management (HRM) and HRM will verify the information and enter it into the database.
  - (3) After an employee's preferences are received, the employee will be offered the opportunity to communicate with HRM to discuss other series for which they may be qualified for noncompetitive placement and the implications of their grade and geographic preferences and to make changes within 5 days of that discussion. After the employee enters their preferences, HRM will enter the occupational preferences for which the employee qualifies.
  - (4) Unless there are exigent circumstances, registration will generally occur within 14 days of initial preregistration. In addition, unless the agency HRM contact is notified of circumstances that warrant an exception prior to that time, activation will occur on the 15th day. When notification about exigent circumstances has occurred, the registration will be incorporated into the system as soon as possible after the exigency has been resolved.
  - (5) Once registered, an employee may view his or her electronic record in the WRAPS database at any time. The employee will be offered the opportunity to make changes in his or her geographic and grade preferences during the first 3 workdays of every calendar month. Notice will be provided electronically. After his



or her initial registration is activated, whenever the employee wishes to change his or her occupational preferences, he or she will need to contact HRM, who will enter the occupational preferences for which the employee qualifies.

- (6) “Read only” access to the WRAPS employee database will be provided to the Union at the national level. WRAPS reports available in the database for this access will be sanitized to protect employee privacy interests. Access to individual information will not be shared below the intermediate level. Summarized statistical information may be shared to the local level.
- (7) If an affected employee has been registered on WRAPS and receives a career ladder promotion, his or her profile will be updated to reflect the new grade. The 60-day voluntary placement period will start anew and the employee will have the opportunity to update his or her preferences. Furthermore, an updated CTAP eligibility notice will be re-issued to the employee.

## **5. Placement from WRAPS**

### **a. Placement support:**

- (1) Employees will be counseled and afforded every opportunity to find a new position based on organizational needs and their career goals and personal needs.
- (2) In accordance with U.S. Office of Personnel Management (OPM) guidelines, Management may consider retraining the employee or modifying qualification standards, excluding positive education requirements, to allow the employee to meet the qualifications of a vacant position within a specified period up to 365 days of occupying the position.
- (3) Management will pay transfer-of-station benefits for affected employees who are reassigned as authorized by Forest Service policy.
- (4) Affected employees on details will be provided opportunities to continue placement efforts, with Management affording them accommodations to mitigate any adverse effects created by the detail (for example, physical isolation and access to communications).
- (5) Outplacement services for affected employees, consistent with the agency CTAP policy, may be negotiated at the appropriate level.

- b. Government placement programs: Management will offer identified employees enrollment in and an explanation of placement assistance programs operated by other agencies for which they are qualified, including:
  - (1) The Interagency Career Transition Plan for permanent employees in surplus positions administered by OPM and other government wide programs.
  - (2) The USDA Reemployment Priority List and CTAP.
  - (3) The Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128) programs.
- c. Placement in time-limited vacancies: When an employee has been placed in a time-limited vacancy from WRAPS, his or her placement priority will remain active if the time-limited position is less than 1,040 hours of duration. If the temporary assignment is 1,040 hours or more, the employee's placement priority will be inactive until 60 days before the expiration of the time-limited assignment, at which time his or her placement priority will be reestablished in the WRAPS data base and his or her 60-day voluntary placement period will start anew. The employee will not receive a new notice under Section 4.c.(2) of this Article, but will have an opportunity to update his or her registration information. When an employee has been placed in a time-limited position, his or her career tenure and position of record are not affected.
- d. Order of placement: The following order of placement of employees will be observed. Except where otherwise noted, placements will be made from employees qualified for the position to be filled.
  - (1) Commuting area. When multiple employees are eligible for placement within a following subcategory, ties will be broken in order of leave SCD (most service first):
    - (a) Matches within the same nationally established competitive level (without the suffix).
    - (b) Matches at the same grade level.
    - (c) Noncompetitive repromotion eligibles.
    - (d) Voluntary changes to less than full-time year-round tours of duty.
    - (e) Voluntary changes to lower grades.
    - (f) Other USDA CTAP employees who are well qualified for the position.

- (g) Employees who do not meet qualifications for the position to be filled but for whom Management has voluntarily chosen to modify qualifications.
- (2) Employee preference for location. When multiple employees are eligible for placement within a following subcategory, ties will be broken in order of leave SCD (most service first):
  - (a) Direct matches (reassignments of the employee's job—80% or more accuracy standard of the position description—to a new location).
  - (b) Matches within the same nationally established competitive level (without the suffix).
  - (c) Matches at the same grade level.
  - (d) Noncompetitive repromotion eligibles.
  - (e) Voluntary changes to less than full-time, year-round tours of duty.
  - (f) Voluntary changes to lower grades.
- (3) Locations outside employee preferences. When multiple employees are eligible for placement within a following subcategory, ties will be broken in order of leave SCD (most service first):
  - (a) Direct matches (reassignments of the employee's job—80% or more accuracy standard of the position description—to a new location).
  - (b) Matches within the same nationally established competitive level (without the suffix).
  - (c) Matches at the same grade level.
  - (d) Noncompetitive repromotion eligibles.
  - (e) Voluntary changes to less than full-time, year-round tours of duty.
  - (f) Voluntary changes to lower grades.
- (4) Nonselection of employees from the WRAPS shall be based on legitimate job-related reasons.
- e. Offers of placement:
  - (1) All offers of placement will be made through the employee's home unit and will be communicated to the employee within 2 days. The communication will include whether it is a contingent offer or firm offer.

- (2) Multiple employees may be offered a specific position at the same time on a contingency basis if there is more than one employee on WRAPS who may potentially match the position. The person with the highest assignment rights will receive the offer as a firm offer. The other employees receive offers contingent upon the availability of the position should employees with higher assignment rights refuse the offer. Contingent offers will only be made to employees if all potential matches are outside the commuting area.
  - (3) If the employee with the highest assignment right refuses the offer, the assignment will then be made in the order of the matching process outlined in Subsection 5.d, above, for those employees who said they would accept a contingent offer. Only declinations when the employee is reached for the assignment will count against the limit described in item (7), below.
  - (4) An employee may have more than one contingent offer at a given time.
  - (5) Employees will have up to 3 days to respond to offers within their commuting area.
  - (6) Employees will have up to 10 days to respond to offers outside their commuting area.
  - (7) If an employee receives three offers outside his or her commuting area that meet his or her listed preferences and declines the offers, no further consideration will be given to the preferences of that employee.
  - (8) When an employee initiates or voluntarily accepts a move to a lower- graded position, grade and pay retention will be granted if the move has a positive effect on another employee and/or such action will assist Management in advancing its objectives and reduce or avoid adverse impacts on employees and the agency's mission.
  - (9) Unless otherwise placed, an employee will be given the opportunity to remain on the WRAPS list for a period of not less than 60 calendar days.
- f. Involuntary placement by directed reassignment: Any employee placed on the WRAPS may be subject to a directed reassignment. When Management exercises its right to make directed reassignments to employees from WRAPS, the following procedures will be followed:

- (1) An employee may be directed to an appropriate position within their commuting area at any time during the WRAPS listing. The order of these directed reassignments will be as described in Section 5.d.(1) of this Article.
- (2) After 60 days on the WRAPS list, all employees identified for displacement placed on the WRAPS may be subject to a directed reassignment outside their commuting area. The order of these directed reassignments will be as described in Section 5.d.(2) and (3) of this Article, except that voluntary reductions in tour or voluntary changes to lower grade will not be directed.
- (3) If the involuntary reassignment is within a forest, Job Corps Center, Washington Office, regional office, area, station, or technology and development center, a copy of the notification will be provided to the Local Lodge. If the reassignment is between units, a copy of the notification will be provided to the Council Vice President.
- (4) The reporting date for directed reassignments will not be less than 60 days from the notification date unless agreed to by the employee. If the new position is in the same commuting area, the effective date may be less than 60 days.
- (5) Employees will have 10 days to accept or refuse a directed reassignment outside of their commuting area.
- (6) Employees who have been given a directed reassignment to another position within the Forest Service will be given priority placement consideration for a 2-year period following the effective date of their directed reassignment according to the following conditions:
  - (a) Their former or like position has been reestablished and is announced.
  - (b) The employee applies to the vacancy announcement of their former or like position.
  - (c) In accordance with the Order of Consideration as identified in the Merit Promotion Plan, there is no one with greater placement rights to the vacancy.
- (7) Employees will receive written notice of their priority consideration rights when they are given a directed reassignment.
- (8) Priority consideration applicants will inform HRM in writing of their entitlement to their priority consideration.

## 6. System Review and Evaluation

For the purposes of this Section, the WRAPS system is defined as the content and functionality of the database and the content of the related standardized forms, letters, notices, and training materials used by Management to communicate its WRAPS-based actions to affected employees. System management, archiving records, operations, and maintenance are the exclusive responsibility of Management. However, each party will independently monitor the system. The parties will conduct periodic joint reviews.

### a. WRAPS Database access:

Access to the database information will be limited. Management will provide authorized access for three National-level Union Representatives designated by the NFFE-FSC. These representatives will have full-time “non-edit” access to the entire content of the data, including job match and job offer information necessary to observe and assess the system function. They will also have access to extract standard reports and will be responsible for distribution to lower-level Union Officials, subject to the conditions below.

- (1) Information available or provided to both Management Officials and Union Officials shall be limited to information pertinent only to their respective area of responsibility, (e.g., National, Region, Forest, Station, Area).
- (2) Race, sex, and national origin (RSNO) data will not be provided to the Union in standard reports, but only by specific request as may be appropriate to the Union’s statutory right.

### b. Standard reports:

Standard reports, including but not limited to those listed below, will be available in the Reports component of the database to provide information on the WRAPS status of affected employees, available vacancies, and placement efforts.

#### (1) Employee Data:

- (a) Employee Name
- (b) Current Pay Plan, Series, and Grade
- (c) Tour of duty
- (d) Organizational unit
- (e) Personnel Office Indicator (POI)
- (f) Duty Location (commuting area)

- (g) Nationally established Competitive Level (minus any R/S/A, or local subdivision)
  - (h) Voluntary Tour Reduction Indicator (yes or no)
  - (i) Voluntary Grade Reduction Indicator (yes or no)
  - (j) Number of Geographic Preferences
  - (k) SCD Leave
  - (l) WRAPS Status (active/inactive, and nature of action)
  - (m) Number of days on list
  - (n) Number of firm offers extended to the employee
  - (o) Number of level 2 offers declined by the employee (charged against three-offer limit)
- (2) Vacancy Data:
- (a) Position Title
  - (b) Pay Plan, Series, and Grade
  - (c) Position Number
  - (d) Position Type (Permanent/Time-limited)
  - (e) Organizational Unit
  - (f) POI
  - (g) Duty Location(s)
  - (h) Tour of Duty (full-time/part-time/permanent seasonal)
  - (i) Firefighter indicator
  - (j) Date Entered on WRAPS
  - (k) Number of firm offers made
  - (l) Position Status (available, offer pending, filled from WRAPS, filled from other appropriate source, retracted)
  - (m) Date position filled or otherwise removed from list
- (3) National Statistics:
- (a) Total number of Employees registered (Running total since March 1, 2004)
  - (b) Number of currently active Employees
  - (c) Total number of open positions (Running total since March 1, 2004)
  - (d) Number of currently available open positions
  - (e) Number of placements from WRAPS (Running total since March 1, 2004)

- (f) Number of employees who left the agency by category (resignation, regular retirement, VERA, involuntary separation (including discontinued service retirement), transfer to other Federal agencies)
- c. Corrective Action:

The respective Parties shall each designate a representative with authority to act on their behalf under the provisions of this section. These Representatives will jointly examine any system problems, including those attributable to contract provisions, and will determine appropriate corrective action and initiate needed changes. Corrective action may take the form of system enhancements, refinement of functionality, or changes to process or procedure not inconsistent with provisions of Article 32. When the Parties' representatives cannot agree on corrective actions or a corrective action would require the modification of contract provisions, the Parties' WRAPS representatives will jointly prepare a white paper with recommendations for action for Forest Service Partnership Council review.
- d. Joint review of the WRAPS will be conducted on an as-needed basis, within 10 working days of request of either Party.
- e. The Parties agree that no provision of this section shall preclude the Union's right to information necessary to its representational obligations under 5 U.S.C. 71.



# ARTICLE 33

## FURLOUGHS

1. This Article sets forth procedures that will be followed if Management determines it necessary to furlough career employees because of lack of work or funds or other nondisciplinary reasons.
2. Management will notify the Union at the appropriate level(s), depending on the scope of a proposed furlough, at least 15 days before the employees are notified. At that time, Management will advise the Union of the reason for the furlough; the number, names, titles, series, and grade of all employees affected; and the measure that Management proposes to take to reduce the adverse impact on employees. The employees will be given specific notice (30-days' notice for furlough of less than 30 days, 60 days for furloughs in excess of 30 days).
3. Furlough documents will be made available to the affected employee and to the Union.
4. The following furlough matters are appropriate for negotiations between the parties at the appropriate level:
  - a. The content of furlough notices.
  - b. The content of solicitation of volunteers for furlough.
  - c. Scheduling of consecutive or nonconsecutive furlough days.
  - d. Programs for counseling employees about furloughs and unemployment compensation, benefits, etc.
  - e. Provisions for keeping the Union informed of furlough developments.
  - f. Any impacts on Union representation during the furlough.
  - g. The process for recall from furlough.
5. Management will not schedule the number of workdays per week for the purpose of disqualifying furloughed employees from unemployment compensation.
6. **Furloughs for More Than 30 Days**
  - a. Where furlough involves only a segment of an organization within a commuting area and the furloughs are for more than 30 days, Management will consider the following:
    - (1) Detailing or reassigning employees to vacant positions.
    - (2) Restructuring of positions, including unfilled trainee positions, to allow adversely affected employees to fill positions.

- (3) Waiving qualifications in order to assign an employee subject to furlough to a vacancy for which he or she might not otherwise qualify.
- b. Management will not fill a vacant position, except by internal placement, when an employee on furlough in the same competitive area is qualified and available for a position at the same or lower grade from which they were furloughed.
- c. If Management elects to use any of the above options in Section 6.a, the Local Lodge will be entitled to negotiate appropriate arrangements for implementation at the local level.

## **7. Identification of Furloughed Employees**

- a. Furloughs of 30 days or less:
  - (1) Volunteers: When it has been determined to furlough some, but not all, employees in the same competitive level within one Bargaining Unit, Management agrees to first solicit volunteers. If more volunteers are available than furloughed positions, selection will be based on the service computation date (SCD), starting with the longest reduction- in-force (RIF) service computation. Nonselection of volunteers will be based on legitimate job-related reasons.
  - (2) If a sufficient number of volunteers is not available for furloughed positions, selection for furlough beyond the volunteers will be based on SCD, starting with the least RIF service computation.
- b. Furloughs for more than 30 days will be performed in accordance with 5 CFR 351 and Office of Personnel Management (OPM) guidance.

## **8. Recall of Employees from Furlough**

- a. Furloughs of 30 days or less: When Management recalls employees to duty in the same competitive level, as defined in Article 35, from which they were furloughed, it will be in order of SCD ranking, starting with the longest RIF service computation. Recall from furlough for placement in other competitive levels is determined by the qualifications, availability, and SCD ranking of the furloughed employee.
- b. Furloughs for more than 30 days will be performed according to 5 CFR 351 and OPM guidance.

9. Employees on furlough have rights at least equal to those they would have had if they had been separated and placed on the reemployment priority list.
10. An Internet-based site and a toll-free number will be established to give furloughed employees a place to get updates on furloughs when away from work.
11. Employees will be asked to provide the Servicing Human Resources Office and supervisors with updated contact information for callbacks (for example, phone number, personal e-mail address, address, etc.).
12. **Scheduling.**
  - a. For furloughs of 30 days or less (short furlough), the total number of days that the employee may be furloughed shall not exceed 30 days (if consecutive) or 22 workdays (if noncontinuous).
  - b. Furloughs can be for consecutive or nonconsecutive days, normally at the employee's option. Management will inform the employees how many consecutive days of furlough will qualify them for unemployment benefits. Management will consider employee personal needs such as child care and outside employment as relevant factors in determining which days will be worked during nonconsecutive furloughs. Furloughs will be recorded in the correct manner to ensure unemployment benefits are afforded to eligible employees.
  - c. Management may reduce the number of days of the furlough if it finds that fewer days are necessary due to changed circumstances. To increase the number of days, a new notice and identification process is required. The parties will negotiate as appropriate.

### 13. Leave During Furloughs

- a. For hardship cases, Management will consider deferring a furlough for employees on sick leave.
- b. The provisions of leave restoration will apply to "use it or lose it" annual leave.
- c. Employees shall have the option of electing days of leave without pay in place of furlough.

### 14. Emergency Furloughs

Consistent with 5 CFR 752.404(d)(2), advance written notice to employees with an opportunity to answer are not necessary for furlough without pay due to unforeseeable circumstances, such as equipment breakdown, act of God, or sudden emergencies requiring the immediate

curtailment of activities. When Management is made aware of a possible Government shutdown, it will:

- a. Notify the Union and provide copies of any official notices that advise the agency of a potential furlough.
- b. Provide Bargaining Unit employees potentially affected by such a furlough with written information addressing their rights, benefits, and obligations.
- c. Management may accept voluntary service to perform the work of a furloughed Bargaining Unit employee only if authorized by law.

## ARTICLE 34

### TRANSFER OF FUNCTION

1. **Transfer of Function (TOF).** TOF is the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected or the movement of the competitive area in which the function is performed to another commuting area. The TOF will follow 5 CFR 351. The parties at the appropriate level will negotiate per Article 11 to the full extent permitted by law.
2. Management will notify the Union at the appropriate level of a proposed TOF at least 15 days before employees are notified. At that time, Management will advise the Union of the reason for the TOF; the number, names, titles, series, and grades of all employees affected; and the measures that Management proposes to take to reduce the adverse impact on employees.
3. Competitive levels will be as described in Article 35.

# ARTICLE 35

## REDUCTION IN FORCE

### 1. Policy

The agency will follow procedures articulated in 5 CFR 351.

- a. The decision to conduct a reduction-in-force (RIF) is a Management right. The implementation of a RIF will be administered by Management.
- b. In accordance with U.S. Office of Personnel Management (OPM) guidelines, Management may consider retraining the employee or modifying qualification standards, excluding positive education requirements, to allow the employee to meet the qualifications of a vacant position within a specified period up to 365 days of occupying the position.
- c. Government placement programs: Management will offer identified employees enrollment in and an explanation of placement assistance programs that are operated by other agencies, for which they are qualified, including:
  - (1) The Interagency Career Transition Plan (ICTAP) for permanent employees in surplus positions administered by OPM and other governmentwide programs.
  - (2) The U.S. Department of Agriculture (USDA) Reemployment Priority List and Career Transition Assistance Plan.
  - (3) The Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128) programs.
- d. Outplacement services: Outplacement services for identified employees, consistent with the Agency's Career Transition Assistance Program policy, may be negotiated at the appropriate level.

### 2. Notice

- a. Management will notify the appropriate level of the Union and give them a copy of the request for approval for RIF. This notification will be given at least 75 days prior to the effective date and takes the place of notification described under Article 11. In addition, Management is encouraged to provide information in accordance with Article 8.4. The 75-day notification will include name, title, series, and grade of employees affected; efforts that have been taken to avoid the RIF; and expected outcomes of the RIF. Retention Registers will be made

available to the Union as soon as they are developed, which will be at least 60 days prior to the effective date.

- b. Sixty days prior to the RIF effective date, Management shall provide the Union a list of all positions that are considered trainee or developmental for RIF purposes, together with the SF-50s listing the name, position, and effective date of action assigning each incumbent to the position in question.
- c. The affected employees will be given a specific RIF notice at least 60 days prior to the effective date of the RIF. Retention Registers and other RIF documents will be made available to the affected employee.

### **3. Procedures and Appropriate Arrangements**

- a. When Management decides to implement a RIF, the Parties agree that RIF and Workforce Restructuring and Placement System (WRAPS) will be implemented simultaneously and that WRAPS is the procedure and appropriate arrangement for internal agency placement outside the competitive area. If either of the Parties at the intermediate or national level contends that a RIF situation is not conducive to the simultaneous use of WRAPS, the Parties agree to negotiate an alternative at the appropriate intermediate or national level.
- b. When RIF and WRAPS are implemented simultaneously:
  - (1) The RIF procedures will be used to identify the affected employees for RIF and the same employees will be the affected employees in WRAPS.
  - (2) RIF procedures will be used for placement of affected employees within the competitive area.
  - (3) WRAPS procedures will be used for placement of affected employees outside the competitive area, but RIF timelines will take precedence.
- c. The National Parties will be given an opportunity to negotiate on the implementation and impact of anticipated multiple RIFs that result from organizational change involving more than one region or station. The intermediate parties will be given an opportunity to negotiate on the implementation and impact of anticipated multiple RIFs that result from organizational change involving more than one organized unit. For RIFs confined to one organized unit, the Local parties will be given an opportunity to negotiate on the implementation and impact of RIF(s). The terms of the local or intermediate level agreement reached must be approved

by both parties at the intermediate level. The results of these local negotiations are not precedent setting. Further, if local negotiations include permissive rights, those negotiations do not serve as the agency's election to negotiate permissive rights.

#### **4. Early-Out Retirements in RIF**

Management will request that USDA approve early-out retirements in a significant RIF. The Union will be given an opportunity to give input into the letter submitted to USDA.

#### **5. Leave Without Pay During RIF**

Management may, on a case-by-case basis, consider requests from employees who have received RIF notices for leave without pay (LWOP) up to a maximum notice period of 90 days of combined duty and leave status, following issuance of the notice, if such an extension will protect employee rights or avoid administrative hardship. Management may also consider requesting approval from OPM for an extension beyond 90 days when necessary to protect employee rights or to avoid administrative hardship. An amended notice includes the total number of days specified in the original notice plus the number of days of LWOP approved, not exceeding 90 calendar days after the delivery of the original notice. If the employee does not accept an offer of another Forest Service assignment, such LWOP may be canceled.

#### **6. Personnel Files**

The Union and Management will jointly encourage each employee to see that their personnel file and employee data/skills documents (such as, OF 612, resume, biographical sketch, etc.) are up to date as soon as the RIF or reorganization is announced. Management will add to the personnel file appropriate changes or amendments requested by the employee. Both the personnel file and data/skills documents will be used to match employees with vacancies. Employees possessing skills in more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies.

#### **7. Hiring Freezes During RIF**

When a unit of the Forest Service determines that a RIF is necessary, a hiring freeze for the competitive area and competitive levels expected to be involved in the RIF will be implemented during the life of the RIF.

#### **8. Competitive Areas and Competitive Levels**

- a. The Parties acknowledge that the current Federal Labor Relations Authority (FLRA) case law states that competitive areas are



nonnegotiable. In the event the FLRA changes its position or is overruled, either Party may propose to negotiate changes to the competitive areas.

- b. The competitive areas that Management has determined it will use in the event of RIF will be listed in Appendix C.
- c. In the event Management determines to change the competitive areas listed in Appendix C, it will notify the Union sufficiently in advance to permit predecisional discussion and input, using interest-based problem solving in partnership to address issues related to planned changes to the above described competitive areas. In addition, Management will provide sufficient notice to permit appropriate bargaining under Article 11 related to the proposed changes to the competitive areas. Any changes to the competitive areas will be listed in Appendix C.
- d. Commuting area definition: When commuting areas are used to define competitive areas for RIF, they are defined as any population center, or two or more neighboring ones, and the surrounding localities in which people can reasonably be expected to travel back and forth daily. Under this definition, the standard commuting area will be 49 miles. The local or intermediate parties by mutual agreement may develop a different definition in place of the 49-mile standard commuting area under this section for employees within the management unit for which they have the authority to bargain under Article 11. They may seek assistance from the next higher level to reach agreement on a different definition. Before such agreements are finalized, they will be subject to joint review by the next higher (for example, intermediate) level. If the parties fail to reach agreement or the next higher level Parties fail to concur with the agreement, the standard definition will be used.
- e. Competitive level definition: The Parties agree that OPM regulations define competitive level (see 5 CFR 351.403). If OPM regulations change, the definition of competitive levels will change accordingly. Employees are assigned to competitive levels based on their position of record. Currently, the competitive level generally consists of all positions in the same competitive area that are in the same grade (or occupational level) and classification series and that are similar enough in duties, qualification requirements, pay schedules, and working conditions so that the incumbent of one position could successfully perform the critical elements of any other position upon entry into it, without undue interruption.

## **9. Repromotion Rights**

If Management determines to fill the same or essentially identical position, the involuntarily demoted employee will be offered repromotion to the position or to intervening grades for a period of 2 years from the effective date of the demotion. The employee will retain repromotion rights to the grade level from which they were demoted. For other vacancies within the commuting area with the same or essentially identical duties for which an involuntarily demoted employee qualifies, the employee will be offered repromotion to the vacancy unless there is a legitimate job-related reason for not repromoting the employee. In the event that more than one employee qualifies, the highest service computation date ranking employee will be offered repromotion first.

## **10. Reemployment Rights**

Any employee separated through RIF will be offered reemployment to the first vacancy that Management determines to fill in the same commuting area for which the employee meets basic qualifications at the same or lower grade. If more than one separated employee is qualified for a particular vacancy, the offer will be made in retention standing order. If reemployment is below the employee's former grade level, the employee will have repromotion rights as provided in this Master Agreement. Reemployment rights will be granted for a period of 2 years from the effective date of the RIF for career and career conditional employees.

## ARTICLE 36

### UNEMPLOYMENT COMPENSATION

The Parties recognize that unemployment compensation is a high payroll cost with no productivity. It is also understood that the benefits governed by State laws vary greatly in their eligibility requirements and benefit amounts. The Parties agree to the following guidelines:

1. Call back of employees will be for legitimate job-related reasons and not for the purpose of disqualifying an employee from unemployment compensation.
2. Management will give printed information that explains the State law on unemployment compensation and the consequences of refusing employment while receiving such compensation to each less than full-time career employee and temporary employee. For these employees, Management will give the information annually. For seasonal and temporary employees, Management will give this information prior to starting their off-season.
3. A permanent employee who accepts off-season assignments in the Forest Service or other Federal agencies outside the commuting area will be paid travel costs and per diem as provided in the Federal Travel Regulation. Should the work with another Federal agency be the result of a proper second appointment, then travel and per diem may not be payable. If Government-owned or leased quarters are available, they will be provided rent free and per diem will be at a reduced rate in accordance with established region, station, area, or forest policy.
4. Offers of work outside the commuting area with the Forest Service, other Federal agencies, or private industry:
  - a. If an employee refuses an offer of work outside the commuting area during a period when unemployment compensation is being paid, the Forest Service will not appeal the continued payment of such benefits unless the Forest Service believes that State law disqualifies the employee because of such refusal. Similarly, the Forest Service will not contest the initial claim in eligibility by reporting such refusal unless the Forest Service believes that the refusal is disqualifying under governing State law.
  - b. Offers of employment outside the commuting area will not be made for the purpose of disqualifying an employee for unemployment compensation.

- c. If a refusal is based on a genuine hardship situation for the employee, the Forest Service will not contest an unemployment claim.
5. Management will provide affected employees with appropriate forms, when available, from the State and general information on how to qualify for unemployment compensation. Eligible employees are determined by the appropriate State or governmental authority.

# ARTICLE 37

## VOLUNTEERS AND GOVERNMENT-SPONSORED WORK PROGRAMS

1. In accordance with law, nonemployee workers, such as volunteers and enrollees of Government-sponsored work programs, will not displace employees or positions or their grade-controlling duties. No Forest Service employee will be required or requested to perform as a volunteer. Employees will not be supervised by volunteers and enrollees of Government-sponsored work programs. Management will exercise due diligence to assure that employees are not at risk from nonemployee workers and will take prompt and appropriate action should incidents occur.
2. **Impacts**
  - a. The Parties recognize that such programs may impact the working conditions of Bargaining Unit employees. Furthermore, the Parties agree that adverse impacts, when identified by the Union, such as changes in duties, responsibilities, training, safety, availability of other amenities, are subject for negotiations, upon request, at the local level.
  - b. In order for the Union to determine adverse impacts, all available data concerning the use of such programs and the text of enabling authorities for them, the number of volunteers or enrollees, their assigned duties, work locations, periodic reports, or announcements will be provided to the Union upon request. The Union will be informed where to request the data if not available locally.

# ARTICLE 38

## CONTRACTING WORK OUT

### 1. General

- a. Management will notify the Union of commercial activity reviews and A-76 processes pursuant to Office of Management and Budget Circular A-76 and functions planned for study concurrently with notice to field Management and will consider the Union's input.
  - b. In accordance with Article 11, Management agrees to notify the Union when a decision is made to contract out work that affects the conditions of employment of Bargaining Unit employees and will negotiate implementation, as appropriate.
  - c. Management will notify the Union of any change in applicable law, rule, or regulation relating to contracting out work that affects either the Union or Bargaining Unit employees.
  - d. Prior to conducting any cost comparison study of Bargaining Unit work, Management may consider innovative alternatives such as High Performance Work Organizations, Business Process Reengineering, etc.
2. Upon request, Management will provide the Union representative at the appropriate level with available and releasable information.
  3. The Union, upon request, may attend public bid openings and review independent Government estimates at the time of openings. They also may review in-house cost estimates under the provisions of the A-76 Circular.
  4. Management will provide appropriate assistance to employees adversely impacted by contracting out decisions. Parties at the appropriate level may negotiate specific appropriate arrangements.
  5. Management will post a notice to the workforce about employee responsibilities in regard to reporting fraud, waste, and abuse related to contracted services.

# ARTICLE 39

## VOLUNTARY ALLOTMENT OF UNION DUES

1. Any employee of the Forest Service who is a member of the National Federation of Federal Employees (NFFE) and is included within one of the consolidated bargaining unit covered by this Master Agreement may make a voluntary allotment for the payment of dues to the NFFE. Dues Withholding is voluntary on the part of the individual employee.
2. The NFFE-Forest Service Council (NFFE-FSC) will provide Management with a list of points of contact for NFFE-FSC Local Lodges for the purpose of dues deduction issues, at least annually. This list will include contact name, Local Lodge number, and dues amount. If the Local points of contact cannot be reached, then the point of contact is the NFFE-FSC Secretary-Treasurer.

### 3. **Dues Withholding and Transmittal**

Deductions will be made each pay period by the Agency and remittances will be made promptly each pay period to the National Office of the NFFE-IAM. The Agency shall also promptly forward to NFFE-IAM, a listing of dues withheld via electronic means, e.g. CD. The listing shall be segregated by Local and shall show the name of each member employee from whose pay dues was withheld, the last four (4) digits of the employee's Social Security number, the amount withheld, the code of the employing agency, and the number of the Local to which each employee belongs. Each Local listing shall be summarized to show the number of members for whom dues were withheld, total amount withheld, and amount due to that Local. Each list will also include the name of each employee member for that Local who previously made an allotment for whom no deduction was made that pay period, whether due to leave without pay or other cause. Such employees shall be designated with an appropriate explanatory term.

### 4. **Processing of New Dues Deductions**

- a. The employee shall complete the SF-1187, "Request for Payroll Deductions for Labor Organization Dues" and shall file the completed SF-1187 with the designated Union representative.
- b. The Local President or other authorized official of the Union will certify on each SF-1187 that the employee is a member in good standing of the Union; insert the amount to be withheld, and the appropriate Local number. The amount of dues certified on the SF-1187 by the authorized Union official (see Section 4) shall be the

amount of regular dues, exclusive of initiation fees, assessment, back dues, fines, and similar charges and fees.

- c. Bargaining unit employees or Union officials may submit an SF-1187 Form that is complete, legible, and accurate to Human Resources Management (HRM) for processing.
- d. If the form is complete and legible, HRM shall certify the employee's eligibility for dues withholding, insert the NFFE-IAM code (01) and, process it with the National Finance Center within five (5) work days after receipt, with dues deductions becoming effective as of the beginning of the first full pay period after it is processed. The effective date will be the date the SF-1187 is processed and entered into the system. HRM will provide a copy of the SF-1187 to the NFFE-FSC after it is processed.
- e. If the form is incomplete, illegible, or the dues amount is less than the Local Lodge's dues amount as provided in Section 12 of this Article, HRM will return it to the local point of contact within 2 days of receipt, and the timeframes below will not begin.
- f. If the completed form is legible, but the employee is not coded as being in the bargaining unit, the Local Lodge contact will be notified of the issue within 2 days of receipt. Within 14 days of receipt of the SF-1187, the employee's bargaining unit status will be corrected if it is in error, or the Local Lodge contact will be notified that the Agency believes the employee is not in the bargaining unit.

## **5. Termination of Dues Withholding**

- a. Cancellation of dues-withholding by an employee: Consistent with 5 U.S.C. §7115(a), authorization for dues allotments shall be irrevocable for a period of one year, except as stated in 5 U.S.C. §7115(b). At any time after this one year period, an employee may voluntarily revoke an allotment for the payment of dues by completing SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues" and submitting it to HRM. HRM shall process the revocation with NFC, immediately and will provide NFFE- FSC processed copies of the SF-1188 at the time the revocation is made effective.
- b. Reassignment or transfer out of the bargaining unit: Management is responsible for terminating dues withholding when the employee is reassigned, promoted, or otherwise permanently removed from the bargaining unit (5 U.S.C. 7115). HRM and the employee members have a mutual responsibility to assure timely revocation



of an employee's allotment for Union dues when the employee is promoted or assigned to a position not included in the bargaining unit represented by NFFE-FSC.

- c. Management will terminate dues withholding at the end of the pay period during which HRM receives a notice from the NFFE-FSC Secretary-Treasurer or a Local of NFFE-FSC that an employee member has ceased to be a member in good standing.
- d. All deductions of Union dues provided for in this Article will automatically terminate in the event of loss of exclusive recognition.

#### **6. Temporary Changes to Dues Withholding**

- a. Permanent seasonal employees for whom dues were withheld at the end of the previous season will have dues withholding reinstated by HRM when they return to pay status.
  - b. Employees for whom dues are withheld and who are temporarily removed from the bargaining unit (for example, seasonal supervision, details to unorganized units, temporary promotions) will have dues stopped when they are removed from the unit and will have withholding reinstated on the first full pay period following return to the bargaining unit.
  - c. Temporary employees who are rehired will need to submit a new SF-1187 for dues withholding.
7. Each pay period, Management agrees to furnish to electronic folder for NFFE Dues Information list of all employees including the organizational coding through level 5, name, position, title, grade, step, Bargaining Unit Status (BUS) code, Fair Labor Standards Act code, official duty station, position type (Permanent, Temporary, Permanent Seasonal, etc.), Local Lodge number, and dues withholding.
8. When an employee or the Union believes that a Union member's dues withholding has been incorrectly discontinued, the Union or the employee may open a CRM case. Within 14 days of the first CRM contact, the dues will be reinstated or the person opening the CRM case will be notified as to the reason that the dues cannot be reinstated (for example, employee is in a non- bargaining unit position).
9. It is the employee's responsibility to complete and submit Form AD-356, Dues Changes between Locals within a National Labor Organization, to HRM when they change from one Local Lodge to another. If the employee remains in the NFFE bargaining unit, dues withholding will continue regardless of whether the employee completes this form or not.

- 10. Process for Annual Change in Dues Amounts.** By pay period 24 each year, the NFFE-FSC Secretary-Treasurer shall notify the HRM Pay Branch Chief in writing of any changes to the dues rate for each of the NFFE-FSC Local Lodges, which will be effective the 1st pay period of the next calendar year.
- 11.** If there should be a change in the dues structure or amount for a Local, the authorized Union official shall notify HRM. If the change is the same for all members of the Local, a blanket authorization may be used which includes only the Local number and the new amount of dues to be withheld. Only one such change may be made each year in addition to the annual change described in Paragraph 10 above.
- 12. New Bargaining Units.** In the event that a new bargaining unit is organized, the NFFE-FSC Secretary-Treasurer shall notify the HRM Pay Branch Chief and the National Labor Relations Officer, as soon as practical, of which Local Lodge will be representing the bargaining unit. If a new Local Lodge is chartered for the bargaining unit, the notification will include the new Local Lodge number, the dues amount, the Local Lodge officers and their contact information.
- 13. Other Changes to Local Lodges**
- a. In the event that the NFFE-FSC merges Local Lodges or otherwise changes representation for some bargaining unit employees, the NFFE-FSC Secretary-Treasurer will inform HRM Pay Branch Chief and the National Labor Relations Officer within 14 days of the change. The notification will include the following:
    - b. The Local Lodge numbers affected by the changes,
    - c. The nature of the change, and
    - d. Any other information necessary to implement the change, including names of affected employees, Local Lodge numbers to which they should be assigned, dues rates, and contact information for the Locals Lodges.
- 14.** When Local Lodges are abolished, the NFFE-FSC Secretary-Treasurer will notify the HRM Pay Branch Chief and the National Labor Relations Officer, and HRM will notify NFC which Local Lodge numbers are to be abolished.

## **ARTICLE 40**

### **PILOT PROJECTS/DEMONSTRATION PROJECTS**

The Parties recognize the need for more efficient operations within the Forest Service and agree that experimenting with different ways of completing various activities can benefit this objective.

When Management sets aside, waives, or changes any existing law, rule, regulation, or policy that affects working conditions, Management will give the Union notice in accordance with Article 11.

# ARTICLE 41

## CIVILIAN CONSERVATION CORPS

### 1. General

The intent of this Article is to address those aspects of the Civilian Conservation Corps (CCC) that are unique, such as the 24 hours a day, 7 days a week, and year-round nature of the residential program. Although this Article is exclusive to the CCC, the parties are still bound by all articles of the Master Agreement. This Article addresses only those issues between Management and Bargaining Unit Employees (BUE).

### 2. Relationship to DOL

- a. Although the Forest Service CCC program is responsible for Center operations in a manner that meets the programmatic requirements and goals established by the U.S. Department Of Labor (DOL), as agreed by the U.S. Department of Agriculture (USDA), it is understood that Forest Service CCC employees are covered by Office of Personnel Management (OPM) regulations, 5 U.S.C. 71, and the provisions of this Master Agreement. The parties shall not confuse the rights of students with the rights of employees.
- b. The Parties agree that changes made by DOL, such as changes to the Policy and Requirements Handbook (PRH) that affect the working conditions of the BUEs, must be negotiated at the intermediate level (CCC National Office and Council Vice President for CCC) per Article 11 before implementation.
- c. When changes to the Interagency Agreement between the USDA and the DOL are proposed by either the USDA or DOL, the Union will be provided copies of those changes within 30 days of the date the changes are known by the Agency.

### 3. Special Safety Concerns

General safety and health issues are covered in Article 27. However, the Parties recognize that the CCC working environment presents unique safety and health issues.

- a. Immediate and appropriate action will be taken when a student's behavior has become disruptive or threatens the safety of an employee(s).
- b. Any employee(s) who believes that their safety is jeopardized by a student who is demonstrating threatening behavior should immediately notify the on-duty supervisor. The on-duty supervisor

- will review the situation and take immediate action in accordance with law, Agency policy and the PRH. In an off-Center situation where a supervisor is unavailable, and the situation is beyond the employee's reasonable ability to resolve, the employee may contact appropriate Forest Service or local law enforcement for assistance.
- c. Student(s) who threaten physical violence, assault, or sexually harass employee(s) will be removed from the Center as soon as practical. All incidents that involve physical assault will be referred to law enforcement.
  - d. All employees will receive current safety and health training on blood borne pathogens and the Center's Pandemic Workforce Protection Plan annually. New employees will receive this training as part of their orientation program, normally within 30 days after their reporting date.
  - e. The Parties recognize the stressful nature of CCC work, and employees are encouraged to discuss concerns with their supervisors. When supervisors become aware of an employee's stress-related illness, they will advise the employee of their rights to file a (CA-2) claim under the Occupational Workers Compensation Program. CCC employees who are suffering from workplace-related stress may also request reassignment or details, including details to other organizational units (that is, National Forest Systems, other CCCs, Research and Development) under the terms of Article 4.14 and Article 42.
  - f. The Parties agree that long-term vacancies in residential living, vocation, and education may represent a significant safety and health issue for students and BUEs, as such vacant positions should normally be filled in a timely manner.
4. **Shift Assignments (See Article 18).** Changes to shift assignments will be kept at a minimum. Shift assignments are subject to Local Level negotiations as provided in Article 18.

# ARTICLE 42

## PERSONAL HARDSHIP

**1. Introduction.** The purpose of this Article is to establish a process under which Management will consider employee requests for assistance with personal hardships. Management reserves the right to determine whether a personal hardship exists and what action, if any, should be taken. Management will consider hardship requests, but it is recognized that Management may not be able to satisfy the request. The employee may request assistance and advice through the Employee Assistance Program (EAP) and may authorize the EAP counselor to share information regarding the hardship situation with Management.

The provisions of this Article do not apply to Reasonable Accommodation requests for employees with disabilities.

**2.** Any employee may request a personal hardship consideration. Personal hardships are situations outside of the employee's reasonable ability to control that affect the health and/or welfare of the employee and/or family member as defined in 5 CFR 630.201. Some examples of hardship include, but are not limited to:

- a. A specific long-term medical situation where services or care are more accessible in a specific location.
- b. Special education needs for children related to physical or mental disability.
- c. Significant and recurring harassment or discrimination against the employee or his or her family at work or in the community.
- d. Specific situations such as divorce, reconciliation, sibling care issues, and eldercare.

**3. Process**

- a. The employee will submit their request to Management for determination of whether a hardship exists and to request accommodation of the hardship. The request must be in writing and include the nature of the hardship and the accommodation requested. Requests should indicate whether they are long-term or short-term in nature.
- b. When Management receives a personal hardship request, Management must first determine if a hardship exists. Before making the final determination, the Management official may request

additional information from the employee and/or the employee may submit additional information to the Management official.

- c. When Management has determined that an employee has a hardship, and upon request of the employee, Management will assist the employee in finding vacancies in the geographic location(s) in which they are interested.
- d. Management will notify the employee as quickly as possible, but no later than 28 days, with a written decision on the hardship request. The decision will include a determination of whether a hardship exists and what can be done to accommodate the hardship.
- e. Confidentiality regarding an employee's hardship situation will be maintained to the extent possible.
- f. Alleged violations of this Article are grievable in accordance with Article 9.
- g. Upon the employee's request, employees may be represented by the Union in this process.
- h. When considering a hardship request, the decision should not create any hardship, loss of rights, or benefit to another employee. Changes or requests by individual employees that may affect working conditions of other employees shall be negotiated per Article 11 prior to implementation.

# ARTICLE 43

## DRUG AND ALCOHOL TESTING PROGRAMS

This Article contains the procedures and arrangements for drug and alcohol testing of employees and applicants as required by Executive Order 12564 and Omnibus Transportation Employee Testing Act of 1991 as amended (Public Law 102-143). The testing program will be administered in compliance with Public Law 100-71, the Health and Human Services (HHS) Mandatory Guidelines, the Department of Transportation Regulations, 49 CFR Parts 382 and 40, U.S. Department of Agriculture (USDA) Departmental Regulation (DR) 4430-792-2, and the USDA Plan for a Drug Free Workplace.

### 1. Identification of Test Designated Positions (TDP)

Management has the right to designate positions for applicant and random drug and alcohol testing (Test Designated Position or TDP).

- a. TDPs shall be only those positions that have duties and responsibilities documented in the position description, reflecting the assignment of actual work, that make the position subject to applicant and random testing. National Parties may agree to documentation other than the Position Description to identify TDPs. Employees may be designated for testing by:
  - (1) Executive Order TDPs. Positions listed in Appendix A of the USDA DR4430-792-2.
  - (2) Department of Transportation TDPs. Position descriptions that include the operation of vehicles requiring the possession of a Commercial Drivers License (CDL) are designated as TDPs. The Forest Service will not apply state CDL testing exemptions available under Department of Transportation (DOT) regulations; that is, USDA and Forest Service testing requirements take precedence over any State or local laws to the contrary.
- b. Changes to Existing Positions: Management will notify an employee of any change in his or her TDP status. If an employee's position is newly included in the random testing program, or if the employee is detailed to a TDP, he or she is entitled to a 30-day written notice prior to being subject to random testing (not withstanding reasonable suspicion and post-accident testing).



- c. An employee's TDP status will be reviewed by the supervisor and the employee annually at the time of the performance review for the purpose of determining if the testing designation is still appropriate.
- d. An employee may contest their TDP status through the grievance/ arbitration procedures. An employee who has filed a grievance prior to being called for a random drug or alcohol test may receive a testing deferral until a final grievance/arbitration decision is made. This deferral does not apply to Reasonable Suspicion or Post-Accident testing.
- e. An employee who is not in a designated TDP may volunteer for inclusion in the Executive Order or DOT drug-testing program. Volunteers remain in the testing pool for the duration of the position that the employee holds, or until the employee withdraws from participation by notifying his or her supervisor in writing of such intent before being notified of a scheduled test.

## **2. Vacancy Announcement TDP Notification**

Vacancy announcements for TDPs (including competitive details and temporary promotions) will include written notice that applicant pre-appointment and random (a) drug or (b) drug and alcohol testing is a requirement of the position and that appointment to the position and continued employment is conditional on negative test results. Each vacancy announcement for a TDP will incorporate the required language outlined by the USDA and HHS Drug Free Workplace Plans (DFWP). Failure of the vacancy announcement to contain this notice will not preclude applicant testing if a 30-day advance written notice is provided to the applicant. Employee may agree to waive the 30-day advance notice and agree to be tested earlier.

## **3. Training**

DFWP training is intended to be accomplished primarily through computer-based training and may be supplemented with other means such as formal orientation, written material, videos, lectures, and awareness training.

- a. Generally, all employees will receive annual training on the DFWP.
- b. Employees shall receive DFWP training within 30 days of entry into a TDP (or conversion to a TDP), with annual refreshers. New employees shall receive DFWP training within 30 days of receipt of access to the training modules. Training shall cover topics outlined in USDA DR 4430-792-2 and this Article including: (1) USDA

drug and alcohol testing program, (2) employee safeguards in the testing program including Safe Harbor and the right to union representation, (3) employee assistance and counseling programs, (4) types of drugs and their effects, (5) laboratory procedures, (6) Medical Review Officer (MRO) duties, and (7) protections associated with reporting suspected drug use by co-workers and supervisors.

- c. Supervisors or managers of NFFE-FSC Bargaining unit employees shall receive appropriate training prior to requesting reasonable suspicion testing.

#### **4. Self-Identification**

The parties encourage voluntary disclosure by an employee of substance use (legal or illegal drugs or alcohol) that would impair them from performing safety-sensitive duties.

- a. Self-identification is deemed to occur when an employee, after becoming aware of a safety-sensitive work assignment (for example, vehicle operation), notifies their supervisor or the responsible Management official of the employee's potential impairment at the first reasonable opportunity and before beginning to perform the assignment. If an employee self-identifies and is unable to perform an assignment, Management will not initiate disciplinary action regarding the first instance of impairment. Additional instances of impairment may be subject to discipline. However, the employee may still be subject to disciplinary action for any other related or unrelated misconduct beyond this instance of impairment.
- b. Safe Harbor: Executive Order 12564 mandates disciplinary action shall be initiated for illegal drug use by any employee regardless of TDP status except when an employee self-identifies and seeks "safe harbor."

(1) In order to be eligible for Safe Harbor, the employee must:

- (a) Voluntarily self-identify as a user of illegal drugs or volunteer for drug testing prior to being identified through other means,
  - (b) Obtain counseling or rehabilitation through an Employee Assistance Program; and
  - (c) Thereafter, refrain from using illegal drugs.
- (2) Safe Harbor is not available to an employee who requests Safe Harbor protection from discipline after being directed to submit to a test.

- (3) Employees eligible for Safe Harbor are removed from safety-sensitive duties until the treatment program is completed and a return-to-duty test is passed. Employees are then subject to a regime of follow-up tests.
- (4) Safe Harbor only protects the employee from action being taken based on the admission of substance abuse. It is not a shield from disciplinary action based on misconduct. Neither does it shield the employee from corrective action based on drug use determined by other means, or misconduct/poor performance related to substance abuse.

## 5. Reasonable Suspicion Testing

Reasonable suspicion is a belief that an employee has violated alcohol or controlled substances prohibitions based on direct observations of drug use or possession and/or the physical symptom(s) of being under the influence of a drug (for example, a pattern of abnormal conduct or erratic behavior).

- a. Executive Order Testing for All Employees. All Forest Service employees are subject to testing when there is a reasonable suspicion of on-duty illegal drug use or impairment.
- b. Employees in Executive Order TDPs may be subject to testing when there is a reasonable suspicion of illegal drug use on or off duty.
- c. Executive Order Reasonable Suspicion testing will be initiated in accordance with the USDA DR4430-792-2 after first making appropriate factual observations, documenting those observations, and obtaining appropriate authorization to conduct the test. However, failure of observers to receive training on reasonable suspicion testing procedures shall not invalidate otherwise proper reasonable suspicion testing. Testing will be administered within 32 hours of the last observed behavior or event that prompted the supervisor or agency official to request testing unless delayed by events beyond the control of either the agency or the employee. In no case will tests be conducted beyond 72 hours of the last observed behavior or event.
- d. Employees in DOT TDPs are subject to alcohol and drug testing when there is a belief that an employee has violated alcohol or controlled substances prohibitions based on specific and timely observations that can be clearly articulated concerning the appearance, behavior, speech, or body odors of the employee made just before, during, or just after the period of the work day in which

the employee was expected to be in compliance with drug and alcohol standards. The observations may include indications of the chronic and withdrawal effects of controlled substances.

The term “just” as used above, is defined as meaning the time period immediately prior to and/or after work hours while the employee is physically at the duty location or work site.

- (1) Reasonable suspicion testing for employees in DOT TDPs will be requested based on the direct observation and documentation of one or more supervisors trained in detecting the signs and symptoms of possible alcohol/drug use. Training records will be furnished to the union upon request.
  - (2) Alcohol testing will be administered promptly within 2 hours, and no later than 8 hours after the employee is asked to submit to testing, in accordance with 49 CFR 382. Testing for any other substances will be conducted within established timeframes under DOT regulations.
- e. General Provisions for Reasonable Suspicion Testing:
- (1) The appropriate trained supervisor or Management official will gather and document all information, including dates and times, facts, information sources, and circumstances leading to and supporting the suspicion. This information is submitted to the Director, Human Resource Management (HRM), or appropriate delegate who has the authority to approve reasonable suspicion testing requests. Copies of these records will be provided to the Union upon request in conjunction with representational matters in accordance with the Privacy Act.
  - (2) Before the testing occurs, the employee will be informed of the reasons for the test and provided with the documentation described in (1) above, excluding information sources.
  - (3) Under no circumstances shall reasonable suspicion testing be used as a punitive measure.

## **6. Post-Accident Testing**

- a. Post-accident testing applies to all employees if they meet Executive Order post-accident testing criteria. Employees in DOT Test Designated Positions are covered by DOT provisions while they are driving a commercial motor vehicle. Accidents that do not meet the criteria for post-accident testing may still result in an employee being tested under the reasonable suspicion program if criteria for testing under that program are met.

- b. Executive Order post-accident testing for illegal drugs covers all employees who are reasonably suspected of having caused or contributed to an accident that occurred within the scope of their employment or while in official duty status; the Director, HRM, or appropriate delegate will use objective evidence to make this determination.
- c. Executive Order post-accident testing for illegal drugs is also required when the accident results in:
- d. Death or personal injury requiring immediate hospitalization for in-patient treatment (as opposed to short-term emergency room care), or
- e. Damage to Government or private property estimated to be in excess of \$10,000. The damage estimate shall be made by an agency official using an objective basis.
- f. Executive Order post-accident tests for illegal drugs must be completed within 32 hours of the accident.
- g. DOT post-accident testing applies to drivers involved in accidents while performing safety-sensitive functions associated with operating a commercial motor vehicle, and requires testing for both alcohol and controlled substance use. Alcohol testing will be administered promptly within 2 hours, and no later than 8 hours following the accident; drug testing must be administered within 32 hours of the accident. Testing is required when the accident results in:
  - (1) Loss of human life, or
  - (2) Citation to the driver for moving vehicle accident and accident results in:
    - (a) Injury requiring medical treatment away from scene of accident, or
    - (b) One of the vehicles has to be towed.

## 7. Random Testing

- a. Employees who are eligible for random testing under both the Executive Order (that is, drug testing) and DOT regulations (that is, drug and alcohol testing) will be randomly selected only under the DOT program.
- b. Prior to scheduling testing, the supervisor will confirm the employee's availability. Whenever possible, Management will schedule testing so it can be completed during the employee's normal

workday. At the time of notification, employees will proceed to the test site immediately or as soon as possible, as instructed by the supervisor.

- c. A deferral of a random drug test may be granted if the employee is unavailable due to being:
  - (1) In an approved leave status (sick, annual, administrative, or leave without pay);
  - (2) In official travel status away from the test site or is about to embark on official travel scheduled prior to testing notification; or
  - (3) A grievant pursuant to Subsection 1.d of this Article.

An employee whose random drug test is deferred will be subject to an unannounced test within the following 60 days.

## **8. Travel Time and Attendance**

- a. Employees shall be on official time for Management-directed drug and alcohol testing related activities, including travel.
- b. The agency shall pay travel expenses and/or provide transportation for testing in accordance with Federal Travel Regulation.
- c. Overtime shall be paid or compensatory time approved in accordance with applicable laws and the Master Agreement.

## **9. General Testing Procedures**

- a. Urinalysis is the only testing method used for drug testing in this program. Use of any other drug testing method may be negotiated, as appropriate, by the National Parties.
- b. Employees selected for drug testing will be provided a checklist, the contents of which will be negotiated by the Parties at the national level.
- c. Collection of samples will be done in accordance with applicable HHS Mandatory Guidelines under Executive Order provisions, and in accordance with DOT regulations for DOT-covered positions. Employees are permitted to provide specimens in private unless there is a legitimate need for observation. Examples of when a sample would be observed include return-to-duty testing and suspicion of tampering. Observation must be approved by an authorized Agency official and performed by an individual of the same gender.
- d. Employee may be required to provide another sample based on suspicion of tampering with the specimen.

- e. An employee who is subject to being observed while providing a urine sample may request a written statement specifying the reasons for the observation, and may ask to have a Union representative present. The observed collection shall be delayed a reasonable amount of time to permit a Union representative to travel to the collection site, provided the sample collection will occur on the designated test day, and within the time limits prescribed for reasonable suspicion and post-accident testing, to preserve sample integrity.
- f. All reasonable available means will be used to protect the dignity and privacy of employees with physical handicaps or other impairments that may prevent them from providing urine specimens in the usual manner.
- g. If an employee is unable to provide a volume of urine adequate for testing purposes, they will be given a reasonable amount of liquid (water, tea, or coffee). The Forest Service will allow the employee up to 3 hours on the same testing day to provide a sufficient volume.
- h. If the employee is unable to provide the required specimen quantity, the testing will be discontinued and the clinic will notify the MRO and the Agency's Drug Testing Coordinator. They will be contacted by the MRO who will request satisfactory medical documentation or arrange for a medical evaluation to determine whether there is a genuine reason for the employee's inability to provide a specimen or a refusal to test (49 CFR 40.193).
- i. Employees shall not be required to disclose the legitimate use of specific drugs at the outset of the program. Employees will have an opportunity to provide documentation to the MRO supporting legitimate usage upon a positive test result. Only verified positive test results are reported to the Agency.
- j. An employee may arrange for private testing within 24 hours of providing an Agency-directed urine sample. A reasonable amount of appropriate leave may be approved.

#### **10. Split Sample Collection and Testing**

Split sample testing procedures as contained in DOT regulations will be followed for all sample testing. If the first sample produces a positive result, and the employee requests a test of the split sample within 72 hours, then the second test will be performed.

## **11. Second Sample Collection and Testing**

Employees being tested may elect to have a second sample collected at the same time as the USDA sample and have it submitted by the sample collector at the employees' expense to an HHS-accredited laboratory of their choice in accordance with HHS and USDA procedures pertaining to drug testing. If a reasonable suspicion test has been conducted and the first sample tests positive for drugs whereas the second sample tests negative, the employee may request and shall receive reimbursement for the cost of the second test.

## **12. Response to a Positive Drug or Alcohol Test**

- a. Management shall review any positive drug test, that is, consider an employee's explanation, the accuracy of the lab procedures, etc.
- b. The Parties recognize alcoholism and other drug dependencies as illnesses. It is the intent of the Parties to support rehabilitation of these employees so they can be retained in the workforce. The employee shall be referred to the EAP (see Article 26).
- c. Currently under Executive Order 12564, the agency shall initiate action to remove from the service any employee who is found to use illegal drugs and
  - (1) Refuses to obtain counseling or rehabilitation through an EAP or
  - (2) Does not thereafter refrain from using illegal drugs.
- d. Management shall meet its obligations under the Rehabilitation Act of 1973 as amended.

## **13. Records Retention**

- a. Records pertaining to an employee's drug and alcohol tests are confidential and releasable on a need to know basis and as otherwise required by law. These records are covered by the Privacy Act of 1974 as amended and shall be maintained in the Agency's secured files.
- b. Positive drug test results will be retained—
  - (1) In accordance with disciplinary or adverse action record retention policy, when the document is part of a disciplinary or adverse action file;
  - (2) In accordance with DOT regulations as they pertain to records retention;
  - (3) In accordance with Executive Order, HHS, and USDA regulations and policies.



#### **14. Union Representation**

- a. Employees may invoke their Weingarten Right to Union representation as appropriate (see Article 4).
- b. TDP information:
  - (1) Designation of new classes of TDPs is a change in conditions requiring appropriate notifications per Article 11.
  - (2) Annually in July, Management will furnish the NFFE-FSC President or designee a servicewide list of any and all:
    - (a) Positions in the random test pool, including, at a minimum, the employee name, position title, series, grade, organization coding, and test pool designation code for each position,
    - (b) Employees who were randomly selected for testing during the past year, and
    - (c) Employees who were tested during the past year.
- c. Laboratory Information:
  - (1) Upon request, Management will make available to the Union at the national level a list of the clinics and laboratories being used.

- 15.** The Parties agree to jointly pursue an approval from the USDA for Union inspection of any testing facilities or certified laboratories used in the agency's testing program. Article 5 release procedures for the Union representative are to be followed.

# ARTICLE 44

## ALTERNATIVE DISPUTE RESOLUTION

1. **Alternative Dispute Resolution (ADR).** There are a number of ADR techniques by which disputes can be resolved at a level that usually does not include an administrative hearing or litigation (for example, informal consultation, group intervention, mediation, work group assessment, facilitation, etc.).
2. The parties involved in the dispute may use any mutually acceptable dispute resolution process and neutral third party, if they so choose.
3. Any neutral party used in resolving workplace disputes will report to the appropriate NFFE-FSC Vice-President and Conflict Management Program (CMP) Manager:
  - a. ADR technique used (CMP, Positive Work Environment, negotiated, or other).
  - b. Outcome of Resolution Process (successful or not).
4. The Conflict Management and Prevention Program has been established as a Forest Service ADR resource for workplace disputes. Additional ADR techniques, forms, and processes can be negotiated at the appropriate level.
5. If the parties elect to use the ADR technique of mediation, the neutral selected for mediation must meet the requirements of U.S. Department of Agriculture Departmental Regulation 4710-001, dated April 5, 2006.
6. In resolving grievances through the use of ADR techniques, the Settlement Template in Appendix D must be used.
7. When an issue other than a grievance is settled through the use of ADR techniques, the Parties recommend that the settlement be documented in writing, and that the following items be considered in documenting this agreement:
  - a. Terms and conditions of agreement, including steps to be taken if one of the parties does not comply.
  - b. Timelines for action items: include who, what, when, how, and why.
  - c. Monitoring and follow-up clauses.
  - d. Degree of confidentiality.
  - e. Duration of agreement.
  - f. Signatures of the parties.
  - g. Distribution of the agreement.

8. The use of ADR does not automatically extend any timelines in this Master Agreement. Grievance timelines may be extended under the provisions of Article 9.

# ARTICLE 45

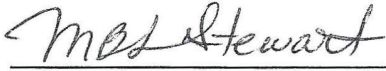
## DURATION AND EXTENT

1. The effective date of this Master Agreement shall be the date of approval by the Director, Office of Human Resource Management (OHRM), Office of the Secretary of Agriculture, or on the 31<sup>st</sup> day after execution of this Master Agreement, if the Director of OHRM has neither approved nor disapproved the Master Agreement. It shall expire 3 years after the effective date. It will remain in effect for yearly periods thereafter, automatically renewing itself on the day after the anniversary of the expiration date unless either Party serves the other with written notice, not more than 105 calendar days nor less than 60 calendar days prior to the expiration date, of its desire to terminate or modify this Master Agreement.
2. Pursuant to Section 1 of this Article, both Parties shall meet within 90 calendar days of the receipt of the other Party's notice to terminate or modify this Master Agreement. When either Party notifies the other Party that it wishes to modify this Master Agreement, the Master Agreement will be extended until the effective date of the modified Master Agreement. The provisions of any article in this Master Agreement may not be reopened through the midterm bargaining process except by mutual agreement or where necessitated by statutory changes.

In witness thereof, the Parties hereto executed this basic Labor-Management Agreement. The effective date of this Agreement is September 13, 2019.

For the USDA, Forest Service:

For the National Federation of  
Federal Employees:



Mary Beth Stewart, Chief Negotiator  
Senior Manager



Melissa Baumann, Chief Negotiator  
NFFE-FSC President



Ashleigh Trimble  
Labor Relations Supervisor



Ken Dinsmore  
NFFE Local Lodge 251, President



## **APPENDIX A**

### **DESCRIPTION OF THE PROFESSIONAL AND MIXED CONSOLIDATED BARGAINING UNITS**

Updated January 31, 2017 Department of Agriculture

U.S. Forest Service and  
National Federation of Federal Employees,  
Federal District No. 1 IAMAW, AFL-CIO

The listing below is a summary of the U.S. Federal Labor Relations Authority (FLRA) descriptions of both the Professional consolidated bargaining unit (WA-RP-05-0046, 8/31/05) and the Mixed consolidated bargaining unit (WA-RP-05-0047, 8/31/05), and there may be some difference between the two bargaining units, particularly in the area of inclusion of nonpermanent employees. The most current official descriptions of the units available at the time of this Master Agreement were included as Appendices A (Mixed Consolidated Unit) and B (Professional Consolidated Unit) in FLRA case WA-RP-16-0055 (1/31/2017). This summary combines those descriptions for ease of reference only and does not in any way affect the FLRA's official descriptions of the certified bargaining units.

Local Lodge numbers are subject to change. This Appendix is provided for reference only. Updates and or changes can be found on the union information section of the HRM Labor Relations Web page at <http://fsweb.wo.fs.fed.us/hrm/labor-relations/index.php>.

#### **WASHINGTON OFFICE**

##### **Washington Office (Local Lodge 1919)**

**INCLUDED:** All nonprofessional employees employed by and assigned to U.S. Department of Agriculture (USDA), Forest Service Headquarters and located in the metropolitan area, Washington, DC.

**EXCLUDED:** All management officials, professional employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

##### **Content Analysis Team (Local Lodge Determined by Location)**

**INCLUDED:** All Content Analysis Team nonprofessional employees employed by the Forest Service Headquarters in detached units outside the Washington, DC, metropolitan area.

EXCLUDED: All management officials, Content Analysis Team professional employees employed by the Forest Service Headquarters in detached units outside the Washington, DC, metropolitan area; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Enterprise Program (Local Lodge 2200)**

INCLUDED: All professional and nonprofessional employees of the Forest Service Enterprise Program.

EXCLUDED: All supervisors, management officials, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Financial Management (Local Lodge 2197)**

INCLUDED: All professional and nonprofessional employees of the Forest Service, Financial Management.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Human Resources Management (Local Lodge 2200)**

INCLUDED: All General Schedule professional and nonprofessional employees of the Forest Service, Albuquerque Service Center, Human Resources Management, Albuquerque, New Mexico.

EXCLUDED: All supervisors, management officials, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Grey Towers National Historic Landmark (Local Lodge 1919)**

INCLUDED: All nonprofessional employees of the Forest Service employed at the Grey Towers National Historic Landmark.

EXCLUDED: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Chief Information Office (Local Lodge 2196)**

INCLUDED: All nonprofessional employees of the Forest Service, Chief Information Office.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).



### **International Institute of Tropical Forestry (Local Lodge 466)**

**INCLUDED:** All nonprofessional employees of the International Institute of Tropical Forestry, Rio Piedras, Puerto Rico.

**EXCLUDED:** All management officials, professional employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Law Enforcement and Investigations (Local Lodge 5300)**

**INCLUDED:** All nonprofessional employees of the Forest Service Law, Enforcement and Investigations.

**EXCLUDED:** All professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Missoula Technology Development Center (Local Lodge 60)**

**INCLUDED:** All professional and nonprofessional employees, including those employed on temporary appointments of 6 months or longer, assigned to the Forest Service, Missoula Technology Development Center, Missoula, Montana.

**EXCLUDED:** All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **San Dimas Technology and Development Center (Local Lodge 60)**

**INCLUDED:** All professional and nonprofessional employees of the Forest Service, San Dimas Technology and Development Center.

**EXCLUDED:** All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **National Forest Genetics Laboratory (Local Lodge 1950)**

**INCLUDED:** All nonprofessional employees of the National Forest Genetics Laboratory

**EXCLUDED:** All management officials, supervisors, professional employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **RESEARCH**

### **Forest Products Laboratory (Local Lodge 276)**

**INCLUDED:** All professional employees of the Forest Products Laboratory. All nonprofessional employees of the Forest Products Laboratory including all permanent full-time and part-time

Wage Grade employees and term and temporary employees with appointments of 90 days or more.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Pacific Southwest Research Station (Local Lodge 1950)**

INCLUDED: All nonprofessional employees of the Pacific Southwest Forest and Range Experiment Station.

EXCLUDED: All management officials, professional employees, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Rocky Mountain Research Station (Local Lodge 1950)**

INCLUDED: All professional and nonprofessional employees of the Rocky Mountain Research Station.

EXCLUDED: All management officials, supervisors, and nonprofessional temporary employees with less than 90-day appointments and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Southern Research Station (Local Lodge 1950)**

INCLUDED: All professional employees of the Southern Research Station, Forest Inventory and Analysis.

EXCLUDED: All nonprofessional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **JOB CORPS CIVILIAN CONSERVATION CENTERS**

### **Anaconda Job Corps Civilian Conservation Center (Local Lodge 1697)**

INCLUDED: All professional and nonprofessional employees at the Anaconda Job Corps Civilian Conservation Center, Anaconda, Montana.

EXCLUDED: All management officials, temporary employees employed for less than 90 days, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Angell Job Corps Civilian Conservation Center (Local Lodge 1697)**

INCLUDED: All professional and nonprofessional employees of the Angell Job Corps Civilian Conservation Center, including temporary employees.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Blackwell Job Corps Civilian Conservation Center (Local Lodge 1840)**

INCLUDED: All professional and nonprofessional employees of the Blackwell Job Corps Civilian Conservation Center.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Cass Job Corps Civilian Conservation Center (Local Lodge 1840)**

INCLUDED: All professional and nonprofessional employees of the Cass Job Corps Civilian Conservation Center.

EXCLUDED: All management officials, supervisors, employees with appointments not to exceed 90 days, and employees described 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Curlew Job Corps Civilian Conservation Center (Local Lodge 1697)**

INCLUDED: All professional and nonprofessional employees of the Curlew Job Corps Civilian Conservation Center.

EXCLUDED: All management officials, supervisors, temporary employees, casual employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Flatwoods Job Corps Civilian Conservation Center (Local Lodge 1855)**

INCLUDED: All professional and nonprofessional employees of the Flatwoods Job Corps Civilian Conservation Center, Coeburn, Virginia.

EXCLUDED: All management officials, supervisors, temporary employees serving under appointments of 90 days or less without expectation of continued employment, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Frenchburg Job Corps Civilian Conservation Center (Local Lodge 1855)**

INCLUDED: All professional and nonprofessional employees of the Frenchburg Job Corps Civilian Conservation Center, Mariba, Kentucky.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Great Onyx Job Corps Civilian Conservation Center (Local Lodge 1855)**

INCLUDED: All professional and nonprofessional General Schedule employees of the Great Onyx Job Corps Civilian Conservation Center, Mammoth Cave, Kentucky.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7)

**Harpers Ferry Job Corps Civilian Conservation Center (Local Lodge 1855)**

INCLUDED: All professional and nonprofessional Wage Grade and General Schedule employees of the Harpers Ferry Job Corps Civilian Conservation Center, Harpers Ferry, West Virginia.

EXCLUDED: Management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Jacobs Creek Job Corps Civilian Conservation Center (Local Lodge 1855)**

INCLUDED: All professional and nonprofessional employees of the Jacobs Creek Job Corps Civilian Conservation Center.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Mingo Job Corps Civilian Conservation Center (Local Lodge 1840)**

INCLUDED: All professional and nonprofessional employees of the Mingo Job Corps Civilian Conservation Center, Puxico, Missouri.

EXCLUDED: All employees with appointments of 30 days or less; management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Oconaluftee Job Corps Civilian Conservation Center (Local Lodge 1855)**

INCLUDED: All Wage Grade and General Schedule nonprofessional employees of the Oconaluftee Job Corps Civilian Conservation Center, Cherokee, North Carolina.

EXCLUDED: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Pine Knot Job Corps Civilian Conservation Center (Local Lodge 1855)**

INCLUDED: All permanent full-time and part-time professional and nonprofessional employees of the Pine Knot Job Corps Civilian Conservation Center, Pine Knot, Kentucky.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Timberlake Job Corps Civilian Conservation Center (Local Lodge 1697)**

INCLUDED: All professional and nonprofessional employees of the Timberlake Job Corps Civilian Conversation Center.

EXCLUDED: All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Trapper Creek Job Corps Civilian Conservation Center (Local Lodge 1697)**

INCLUDED: All professional employees and nonprofessional employees with continuing appointments of the Trapper Creek Job Corps Civilian Conservation Center.

EXCLUDED: All management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Wolf Creek Job Corps Civilian Conservation Center (Local Lodge 1697)**

INCLUDED: All professional and nonprofessional employees of the Wolf Creek Job Corps Civilian Conservation Center.

EXCLUDED: All management officials, supervisors, employees of the Wolf Creek Job Corps Civilian Conservation Center who are serving temporary appointments, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**REGION 1 (NORTHERN REGION)**

**Regional Office (Local Lodge 60)**

INCLUDED: All professional and nonprofessional employees of the Forest Service Regional Office, Missoula, Montana, with continuing appointments of 6 months or longer including those in the excepted indefinite, excepted conditional and temporary appointments.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Aerial Fire Depot (Local Lodge 60)**

INCLUDED: All permanent nonprofessional employees of the Aerial Fire Depot.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Regional Field Services Facility (Local Lodge 60)**

INCLUDED: All permanent, full-time professional and nonprofessional employees of the Regional Field Services Facility, Missoula, Montana, including permanent seasonal employees with more than 6-month terms.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Beaverhead-Deerlodge National Forest (Local Lodge 1241)**

INCLUDED: All professional and nonprofessional employees of the Beaverhead-Deerlodge National Forest with appointment guarantees of 13 pay periods per year or more.

EXCLUDED: All management officials, temporary employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Bitterroot National Forest (Local Lodge 60)**

INCLUDED: All professional and nonprofessional employees of the Bitterroot National Forest with continuing appointments.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Clearwater National Forest (Local Lodge 1295)**

INCLUDED: All professional and nonprofessional employees of Clearwater National Forest with continuing appointments.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Flathead National Forest (Local Lodge 1241)**

INCLUDED: All professional and nonprofessional employees of the Flathead National Forest.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Helena National Forest (Local Lodge 1241)**

INCLUDED: All professional employees of the Helena National Forest and all nonprofessional employees of the Helena National Forest with permanent or continuing appointments.

EXCLUDED: All management officials, supervisors, nonprofessional temporary employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Idaho Panhandle National Forests (Local Lodge 1295)**

INCLUDED: All professional and nonprofessional employees of the Idaho Panhandle National Forests including all regular seasonal temporary employees and the temporary intermittent employees of the nursery.

EXCLUDED: All management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Kootenai National Forest (Local Lodge 1398)**

INCLUDED: All professional and nonprofessional employees of the Kootenai National Forest.

EXCLUDED: All management officials, supervisors, employees on temporary appointments, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Lewis and Clark National Forest (Local Lodge 1241)**

INCLUDED: All professional and nonprofessional employees, including regular seasonal employees, of the Lewis and Clark National Forest.

EXCLUDED: All management officials, supervisors, temporary employees with an expectation of employment of less than 90 days, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Lolo National Forest (Local Lodge 60)**

INCLUDED: All professional and nonprofessional employees of the Lolo National Forest with continuing appointments, including employees at Missoula, Ninemile, Plains, Seeley Lake, Superior, and Thompson Falls Ranger Districts.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Nez Perce National Forest (Local Lodge 1295)**

INCLUDED: All professional employees of the Nez Perce National Forest with continuing appointments and all nonprofessional employees of the Nez Perce National Forest, including temporary and term employees.

EXCLUDED: All management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **REGION 2 (ROCKY MOUNTAIN REGION)**

### **Regional Office (Local Lodge 927)**

INCLUDED: All full-time and part-time nonprofessional employees employed by the Forest Service Regional Office located in Lakewood, Colorado, including regional office personnel assigned to other locations in Colorado and temporary employees expected to be employed for more than 90 days.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Bighorn National Forest (Local Lodge 927)**

INCLUDED: All professional and nonprofessional employees of the Bighorn National Forest.

EXCLUDED: All management officials, supervisors, temporary and term employees with continued expectation of employment of 90 days or less, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Black Hills National Forest (Local Lodge 927)**

INCLUDED: All nonprofessional employees of the Black Hills National Forest.

EXCLUDED: All management officials, professional employees, supervisors, employees of the Boxelder Job Corps Civilian Conservation Center, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Rio Grande National Forest (Local Lodge 927)**

INCLUDED: All professional and nonprofessional employees of the Rio Grande National Forest.

EXCLUDED: All management officials, supervisors, 30 day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **White River National Forest (Local Lodge 927)**

INCLUDED: All nonprofessional employees of the White River National Forest.

EXCLUDED: All management officials, professional employees, supervisors, temporary and term employees with less than 90 day appointments, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **REGION 3 (SOUTHWESTERN REGION)**

### **Carson National Forest (Local Lodge 376)**

INCLUDED: All professional employees of the Carson National Forest and all nonprofessional employees of the Carson National Forest with an employment expectation of 90 days or more.



EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Coronado National Forest (Local Lodge 376)**

INCLUDED: All nonprofessional employees of the Coronado National Forest with an employment expectation of 90 days or more.

EXCLUDED: All management officials, professional employees, supervisors, seasonal supervisors during that portion of the year when they exercise supervisory authority, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Coconino National Forest (Local Lodge 376)**

INCLUDED: All nonprofessional employees of the Coconino National Forest including temporary employees.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Kaibab National Forest (Local Lodge 376)**

INCLUDED: All professional permanent and temporary employees of the Kaibab National Forest with expectations of continued employment of more than 90 days and all nonprofessional employees of the Kaibab National Forest, including seasonal supervisors during those periods when they do not function as supervisors, and including employees appointed under the student employment programs with expectation of continued employment of 90 days or more.

EXCLUDED: All management officials, supervisors, temporary employees with appointments of 90 days or less, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Tonto National Forest (Local Lodge 376)**

INCLUDED: All nonprofessional employees of the Tonto National Forest with continuing appointments in excess of 1 year or temporary appointments for more than 90 days.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **REGION 4 (INTERMOUNTAIN REGION)**

### **Regional Office (Local Lodge 125)**

**INCLUDED:** All full-time and less than full-time (with 6 months or more tour of duty) professional and nonprofessional employees of the Intermountain Region, Forest Service, Regional Office.

**EXCLUDED:** All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Boise National Forest (Local Lodge 1753)**

**INCLUDED:** All professional and nonprofessional employees employed by the Boise National Forest.

**EXCLUDED:** All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Bridger-Teton National Forest (Local Lodge 125)**

**INCLUDED:** All nonprofessional employees of the Bridger-Teton National Forest.

**EXCLUDED:** All management officials, professional employees, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Challis National Forest (Local Lodge 1753)**

**INCLUDED:** All professional and nonprofessional employees of the Challis National Forest with continuing appointments.

**EXCLUDED:** All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Dixie National Forest (Local Lodge 125)**

**INCLUDED:** All professional and nonprofessional employees of the Dixie National Forest.

**EXCLUDED:** All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Fishlake National Forest (Local Lodge 125)**

**INCLUDED:** All professional employees of the Fishlake National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Humboldt-Toiyabe National Forest (Local Lodge 125)**

INCLUDED: All professional employees of the Forest Service, Humboldt-Toiyabe National Forest.

EXCLUDED: All nonprofessional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Manti-LaSal National Forest (Local Lodge 125)**

INCLUDED: All nonprofessional employees of the Manti-LaSal National Forest.

EXCLUDED: All management officials, professional employees, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Payette National Forest (Local Lodge 1753)**

INCLUDED: All professional and nonprofessional employees of the Payette National Forest.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Salmon National Forest (Local Lodge 1753)**

INCLUDED: All permanent full time and permanent part-time professional and nonprofessional employees of the Salmon National Forest.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **REGION 5 (PACIFIC SOUTHWEST REGION)**

### **Regional Office (Local Lodge 1981)**

INCLUDED: All professional and nonprofessional employees of the Region 5 Regional Office of the Forest Service, including all employees employed by the regional office and assigned to other locations within the region.

EXCLUDED: All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Angeles National Forest (Local Lodge 1650)**

**INCLUDED:** All professional and nonprofessional employees of the Angeles National Forest including nonprofessional temporary employees with appointments of 1 year or more.

**EXCLUDED:** All management officials, supervisors, nonprofessional permanent employees appointed for less than 13 full time pay periods per year, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7) and the Administration Operations Specialist, GS-0301-09.

### **Eldorado National Forest (Local Lodge 1781)**

**INCLUDED:** All professional and nonprofessional employees of the Eldorado National Forest.

**EXCLUDED:** All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Inyo National Forest (Local Lodge 2081)**

**INCLUDED:** All professional and nonprofessional employees of the Inyo National Forest.

**EXCLUDED:** All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Klamath National Forest (Local Lodge 1865)**

**INCLUDED:** All professional employees of the Klamath National Forest and all nonprofessional employees of the Klamath National Forest, including regular seasonal employees and supervisors during that portion of the year they exercise no supervisory authority.

**EXCLUDED:** All management officials, supervisors, temporary employees whose appointments do not exceed 30 days, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6), and (7).

### **Lake Tahoe Basin Management Unit (Local Lodge 1781)**

**INCLUDED:** All professional and nonprofessional employees of the Lake Tahoe Basin Management Unit.

**EXCLUDED:** All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Lassen National Forest (Local Lodge 2153)**

**INCLUDED:** All professional and nonprofessional employees of the Lassen National Forest.

EXCLUDED: All management officials, supervisors, nonprofessional 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Los Padres National Forest (Local Lodge 2023)**

INCLUDED: All professional and nonprofessional employees of the Los Padres National Forest.

EXCLUDED: All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Mendocino National Forest (Local Lodge 2135)**

INCLUDED: All professional and nonprofessional employees of the Mendocino National Forest.

EXCLUDED: All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Modoc National Forest (Local Lodge 1836)**

INCLUDED: All professional and nonprofessional employees of the Modoc National Forest including all regular seasonal employees and seasonal supervisors during that period of the year when they exercise no supervisory authority.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Plumas National Forest (Local Lodge 1995)**

INCLUDED: All professional and nonprofessional employees of the Plumas National Forest.

EXCLUDED: All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **San Bernardino National Forest (Local Lodge 1558)**

INCLUDED: All nonprofessional employees of the San Bernardino National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Sequoia National Forest (Local Lodge 721)**

**INCLUDED:** All professional and nonprofessional employees of the Sequoia National Forest.

**EXCLUDED:** All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Shasta Trinity National Forest (Local Lodge 1771)**

**INCLUDED:** All professional and nonprofessional employees of the Shasta Trinity National Forest.

**EXCLUDED:** All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Six Rivers National Forest (Local Lodge 1937)**

**INCLUDED:** All professional and nonprofessional employees of the Six Rivers National Forest.

**EXCLUDED:** All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Stanislaus National Forest (Local Lodge 2195)**

**INCLUDED:** All professional and nonprofessional employees of the Stanislaus National Forest.

**EXCLUDED:** All management officials, supervisors, employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7), and employees during that portion of the year when they function as supervisors.

## **REGION 6 (PACIFIC NORTHWEST REGION)**

### **Regional Office (Local Lodge 1968)**

**INCLUDED:** All professional and nonprofessional employees of the Pacific Northwest Regional Office.

**EXCLUDED:** All management officials, supervisors, temporary employees, employees of the mail room and reproduction unit, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Colville National Forest (Local Lodge 34)**

**INCLUDED:** All professional employees of the Colville National Forest, including temporary employees, and all nonprofessional employees of the Colville National Forest.

EXCLUDED: All management officials, supervisors, nonprofessional temporary employees, casual employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Deschutes National Forest (Local Lodge 642)**

INCLUDED: All nonprofessional employees of the Deschutes National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Fremont National Forest (Local Lodge 642)**

INCLUDED: All professional employees of the Fremont National Forest, including temporary employees, and all nonprofessional employees of the Fremont National Forest.

EXCLUDED: All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Gifford Pinchot National Forest (Local Lodge 1968)**

INCLUDED: All professional and nonprofessional employees of the Gifford Pinchot National Forest.

EXCLUDED: All management officials, supervisors, nonprofessional casual and intermittent employees, nonprofessional seasonal employees with no reasonable expectancy of reemployment, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Malheur National Forest (Local Lodge 642)**

INCLUDED: All professional and nonprofessional employees of the Malheur National Forest with appointments of more than 30 days.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Mt. Baker-Snoqualmie National Forest (Local Lodge 34)**

INCLUDED: All professional and nonprofessional employees of the Mt. Baker-Snoqualmie National Forest with appointments of more than 30 days.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Mt. Hood National Forest (Local Lodge 1968)**

**INCLUDED:** All professional and nonprofessional employees of the Mt. Hood National Forest, including employees of the Columbia River Gorge National Scenic Area.

**EXCLUDED:** All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Ochoco National Forest (Local Lodge 642)**

**INCLUDED:** All professional and nonprofessional employees of the Ochoco National Forest.

**EXCLUDED:** All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).Okanogan National Forest (Local Lodge 34)

### **Okanogan National Forest (Local Lodge 34)**

**INCLUDED:** All professional and nonprofessional employees of the Okanogan National Forest, including nonprofessional temporary employees.

**EXCLUDED:** All management officials, supervisors, professional temporary employees, professional 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Olympic National Forest (Local Lodge 34)**

**INCLUDED:** All professional and nonprofessional employees of the Olympic National Forest.

**EXCLUDED:** All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Rogue River National Forest (Local Lodge 457)**

**INCLUDED:** All professional and nonprofessional employees of the Rogue River National Forest.

**EXCLUDED:** All management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Siskiyou National Forest (Local Lodge 457)**

**INCLUDED:** All professional and nonprofessional employees of the Siskiyou National Forest.



EXCLUDED: All management officials, supervisors, nonprofessional 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Siuslaw National Forest (Local Lodge 457)**

INCLUDED: All professional and nonprofessional employees of the Siuslaw National Forest, including temporary employees.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Umatilla National Forest (Local Lodge 642)**

INCLUDED: All professional employees of the Umatilla National Forest, including temporary employees, and all nonprofessional employees of the Umatilla National Forest, including nonprofessional permanent seasonal employees working less than 20 pay periods per year and all nonprofessional temporary employees.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Umpqua National Forest (Local Lodge 457)**

INCLUDED: All professional and nonprofessional employees of the Umpqua National Forest.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Wallowa-Whitman National Forest (Local Lodge 642)**

INCLUDED: All professional and nonprofessional employees of the Wallowa-Whitman National Forest, including employees on permanent part-time appointments and permanent seasonal continuing appointments, and all professional temporary employees.

EXCLUDED: All management officials, supervisors, nonprofessional temporary employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Wenatchee National Forest (Local Lodge 34)**

INCLUDED: All professional and nonprofessional employees of the Wenatchee National Forest.

EXCLUDED: All management officials, supervisors, temporary intermittent and casual employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Willamette National Forest (Local Lodge 457)**

INCLUDED: All professional and nonprofessional employees of the Willamette National Forest including temporary employees with appointments of 30 days or more.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Winema National Forest (Local Lodge 642)**

INCLUDED: All professional and nonprofessional employees of the Winema National Forest.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **REGION 8 (SOUTHERN REGION)**

### **Regional Office (Local Lodge 466)**

INCLUDED: All professional and nonprofessional employees of the Forest Service Southern Regional Office.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Alabama National Forests (Local Lodge 466)**

INCLUDED: All nonprofessional employees of the National Forests in Alabama.

EXCLUDED: All management officials, professional employees, supervisors, employees with appointments of 90 days or less, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Chattahoochee-Oconee National Forest (Local Lodge 466)**

INCLUDED: All nonprofessional employees of the Chattahoochee-Oconee National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Cherokee National Forest (Local Lodge 466)**

INCLUDED: All nonprofessional employees of the Cherokee National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Daniel Boone National Forest (Local Lodge 466)**

INCLUDED: All nonprofessional employees of the Daniel Boone National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **El Yunque National Forest (Local Lodge 466)**

INCLUDED: All professional and nonprofessional employees of the El Yunque National Forests, Puerto Rico, including temporary employees with appointments of 90 days or more.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **National Forests in Florida (Local Lodge 466)**

INCLUDED: All professional and nonprofessional employees of the National Forests in Florida.

EXCLUDED: All supervisors, management officials, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **George Washington and Jefferson National Forests (Local Lodge 466)**

INCLUDED: All professional and nonprofessional employees of the George Washington and Jefferson National Forests.

EXCLUDED: All management officials, supervisors, temporary employees serving appointments of 90 days or less without expectation of continued employment, professional 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **National Forests in North Carolina (Local Lodge 466)**

INCLUDED: All professional and nonprofessional employees of the National Forests in North Carolina including regular seasonal or temporary employees.

EXCLUDED: All management officials, supervisors, employees of the Schenck and Lyndon B. Johnson Job Corps Civilian Conservation Centers, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Francis Marion and Sumter National Forests (Local Lodge 466)**

INCLUDED: All professional and nonprofessional employees of the Francis Marion and Sumter National Forests.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Ozark-St. Francis National Forest (Local Lodge 466)**

INCLUDED: All nonprofessional employees of the Ozark-St. Francis National Forest.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees with appointments not to exceed 90 days, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Savannah River (Local Lodge 466)**

INCLUDED: All professional and nonprofessional employees of the Forest Service, Savannah River, South Carolina.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **REGION 9 (EASTERN REGION)**

### **Regional Office (Local Lodge 2165)**

INCLUDED: All professional and nonprofessional employees of the Forest Service Eastern Regional Office.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Allegheny National Forest (Local Lodge 2198)**

INCLUDED: All professional and nonprofessional employees employed by the Forest Service, Allegheny National Forest.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Chequamegon-Nicolet National Forests (Local Lodge 2165)**

INCLUDED: All professional and nonprofessional employees of the Chequamegon-Nicolet National Forests.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Hiawatha National Forest (Local Lodge 2086)**

INCLUDED: All professional and nonprofessional employees of the Hiawatha National Forest, including regular, seasonal and temporary employees of 30 days or more.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

#### **Huron-Manistee National Forest (Local Lodge 2086)**

INCLUDED: All professional and nonprofessional employees of the Huron- Manistee National Forest.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

#### **Ottawa National Forest (Local Lodge 2165)**

INCLUDED: All professional and nonprofessional employees of the Ottawa National Forest.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

#### **Shawnee National Forest (Local Lodge 2198)**

INCLUDED: All professional and nonprofessional employees of the Shawnee National Forest, including nonprofessional temporary employees.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

#### **Superior National Forest (Local Lodge 2138)**

INCLUDED: All professional and nonprofessional employees of the Superior National Forest.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **REGION 10 (ALASKA)**

#### **Regional Office, Tongass National Forest, Chugach National Forest (Local Lodge 251)**

INCLUDED: All professional and nonprofessional Forest Service employees within the Alaska Region including the Regional Office, the Tongass National Forest and Chugach National Forest.

EXCLUDED: All management officials, supervisors, temporary employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **APPENDIX B**

### **ACRONYMS COMMONLY USED IN THE MASTER AGREEMENT**

AAA	American Arbitration Association
ADR	Alternative Dispute Resolution
ASC	Albuquerque Service Centers
AWOL	Absent Without Leave
AWS	Alternative Work Schedule
BUE	Bargaining Unit Employee
CCC	Civilian Conservation Center/Corps
CFR	Code of Federal Regulations
CTAP	Career Transition Assistance Program
CU	Clarification of Unit Petition
CVP	Council Vice President (Forest Service Council)
DOL	U.S. Department of Labor
EEO	Equal Employment Opportunity
EEOC	U.S. Equal Employment Opportunity Commission
eOPF	Electronic Official Personnel Folder
FECA	Federal Employees Compensation Act
FLSA	Fair Labor Standards Act
FLRA	U.S. Federal Labor Relations Authority
FMCS	Federal Mediation and Conciliation Service
FMLA	Family and Medical Leave Act
FSC	Forest Service Council, National Federation of Federal Employees
FSH	Forest Service Handbook
FSIP	Federal Services Impasses Panel
FSM	Forest Service Manual
FSPC	Forest Service Partnership Council
FTR	Federal Travel Regulation
GAO	U.S. Government Accountability Office
HRM	Human Resources Management
ITF	International Institute of Tropical Forestry

LEI	Law Enforcement and Investigations
LMR	Labor-Management Relations
LWOP	Leave Without Pay
MOU	Memorandum of Understanding
MSPB	Merit Systems Protection Board
NFFE	National Federation of Federal Employees
NFFE-FSC	National Federation of Federal Employees– Forest Service Council
OMB	U.S. Office of Management and Budget
OPM	U.S. Office of Personnel Management
OSC	Office of Special Counsel
OSHA	Occupational Safety and Health Administration (U.S. Department of Labor)
OWCP	Office of Workers' Compensation Programs (U.S. Department of Labor)
PIP	Performance Improvement Period
RIF	Reduction In Force
RO	Regional Office
TOF	Transfer of Function
ULP	Unfair Labor Practice
WO	Washington Office
U.S.C.	United States Code (Law)
USDA	U.S. Department of Agriculture
WGI	Within-Grade Increase
WRAPS	Workforce Reduction and Placement System

## **APPENDIX C**

### **COMPETITIVE AREAS TO BE USED FOR REDUCTION-IN-FORCE**

Management has determined that the competitive areas that it will use in the event of reduction in force (RIF) will be:

1. Washington Office (WO) employees in the Washington, DC, metropolitan area compete within the metropolitan area by Deputy Chief program area or the Chief's program area, as applicable to their reporting structure.
2. Law Enforcement and Investigations employees located outside the Washington, DC, metropolitan area compete Regionwide within Law Enforcement and Investigations.
3. Civilian Conservation Corps Center employees compete Centerwide. Civilian Conservation Corps employees in the National Office compete National Office wide.
4. Employees of a Regional Office (RO) compete with other employees of that same RO who are in the same commuting area.
5. Employees of a National Forest compete with other employees of that same National Forest who are in the same commuting area.
6. Employees of a Research Station compete with other employees of that same Research Station who are in the same commuting area.
7. Employees of the International Institute of Tropical Forestry (IITF) compete with employees of the Institute who are in the same commuting area.
8. Employees of State and Private Forestry in the Northeastern Area (NA) compete with other NA employees who are in the same commuting area.
9. When a position or group of positions is detached from its administrative unit (meaning only the following units: WO, RO, National Forest, Station, NA, or IITF), employees in those positions will compete with other employees in the same commuting area and same administrative unit.



# APPENDIX D

## GRIEVANCE SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”), made by and between (*grievant’s name*), Forest Service Council-National Federation of Federal Employees (Union), and the USDA Forest Service, collectively “the Parties,” constitutes a full and final settlement of any and all alleged issues raised in the grievance filed on (*date*).

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 U.S.C. 71 and Article 9 of the Master Agreement.

Items in italics below are issues for the Parties to address and include in the Agreement, as applicable. All other text is mandatory language.

**1. The Agency Agrees:**

- a. (*State specifically who, what, when, where, and how the agency agrees to do.*)

**2. The Grievant Agrees:**

- a. (*State specifically who, what, when, where, and how the grievant agrees to do.*)
- b. To withdraw the grievance filed on (*date*) and any and all other related grievances, appeals, or complaints that have been filed, if applicable.

**3. The Union Agrees:**

- a. (*State specifically who, what, when, where, and how the union agrees to do.*)

**4. 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.

- 5. The Parties are entering into this Agreement voluntarily, without coercion or duress, and that they fully understand the terms of this Agreement.
- 6. The effective date of this Agreement is the date that the last person listed below signs and dates this Agreement.
- 7. *(Insert confidentiality clause; that is, degree of confidentiality, is it applicable, to whom, why and what clauses, at what level, etc.)*
- 8. *(State duration/date or triggering event for closure of this Agreement.)*

\_\_\_\_\_  
Grievant's Signature  
*Print Grievant's Name*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Representative's Signature  
*Print Union Representative's Name*

\_\_\_\_\_  
Date

\_\_\_\_\_  
USFS Agency Representative's Name  
*Print/type Agency Representative's Name*

\_\_\_\_\_  
Date

# **APPENDIX E**

## **ARTICLE 11 CHECKLISTS**

### **ARTICLE 11 ISSUE PROPOSAL CHECKLIST**

The Designated Official will furnish a written notice to the appropriate officials for the responding party as designated in Article 11, Section 3.d. At a minimum, the notice will—

1. Be addressed and copied in accordance with Article 11.3.(d).
2. Contain the phrase “Article 11 Notice” in addition to the issue title in the subject header of the letter and of an email message if that is the method of delivery.
3. Include a clear written description of the proposed change.
4. For management-initiated changes, identify the scope of anticipated negotiations (i.e., substance or appropriate arrangements and procedures).
5. Provide summary background and rationale for the determination to make the proposed change.
6. Identify potential impacts to bargaining unit employees.
7. Identify the proposed implementation date, if known.
8. Identify the proposing party’s lead negotiator and any other required contacts (e.g., Labor Relations), including their contact information.
9. Identify the “reply-due” date (timeline per Article 11.3.(b)).
10. Include, as attachments, information to the extent not prohibited by law, which is reasonably available and necessary for full and proper discussion and understanding of the substance of the proposed changes.
11. Be signed or transmitted by the appropriate designated official or designee.
12. The proposing party may also include proposed ground rules.

### **ARTICLE 11 RESPONSE TO PROPOSAL CHECKLIST**

If the responding party invokes negotiations, the responding party’s Designated Official or their designee will furnish a written response to the lead negotiator for the proposing party. At a minimum, the response will:

1. Be addressed to the lead negotiator and other contacts, as identified in the notice per Item 8 of the Proposal Checklist.

2. Contain the phrase “Article 11 Response” in addition to the issue title in the subject header of the letter or of an email message, if that is the method of delivery.
3. Reference the date of the initial notice and its receipt. Identify any proposed adjustment to the “reply-due” date based on date of receipt (timeline per Article 11.3.(b)).
4. Identify the name and contact information of the responding party’s lead negotiator and any other contacts.
5. Identify available dates for discussions to begin; include response to any dates proposed in the initial notification.
6. If applicable, include any initial request for additional information that may be required related to the topic being negotiated.
7. Include one of the following (unless the responding party believes that the additional information being requested precludes them from doing so (Article 11.3.(f))):
  - a. For management-initiated changes in the exercise of its reserved Management Rights, any initial proposals addressing procedures and appropriate arrangements;
  - b. For Management- or Union-proposed changes on issues that are negotiable as to the substance of the changes, initial counter proposals and any initial interests..
8. Proposed ground rules or response to proposed ground rules, if provided

## **ARTICLE 11 GROUND RULES CHECKLIST**

Ground Rules are negotiable under Article 11. The parties will negotiate a ground rules agreement for each negotiation as appropriate.

At a minimum, ground rules proposals will include:

1. Reference to the proposal.
2. Identification of the proposed method of negotiations (e.g., Interest Based, Traditional, etc.).
3. Location (if face-to-face) or other proposed method of conducting the negotiations.
4. Proposed number of team members. Each party is entitled to a team of equal numbers. The Union may negotiate for additional members.
5. Ground Rules proposals should also consider:

- a. Date(s) and time(s).
- b. Use of caucuses.
- c. Use of alternate team members.
- d. Use of subject matter experts in negotiation sessions.
- e. Use of a facilitator.
- f. Communications.
- g. Timelines for subsequent exchange of proposals, if a traditional negotiation process is used.
- h. Timelines for subsequent exchange of issues and interests, if Interest-Based negotiation process is used.
- i. Preferred behavioral norms; for example, respect, side conversations, cell phones, etc.
- j. Any other factors that need to be considered given the complexity of the issues being negotiated (e.g., IBN training, equipment needs, notetakers, observers, etc.).

# APPENDIX F

## FOREST SERVICE REPROMOTION PLAN

1. **Purpose.** This program is established to ensure that Forest Service (FS) employees eligible for or receiving grade retention are given automatic two-year repromotion priority consideration for positions that will facilitate their non-competitive progression back to the retained grade, any Intervening grade, or retained pay (i.e., back to a grade level to which the pay can be accommodated within the rate range of that grade).
2. **Coverage**
  - a. All FS employees up to grade GS-15 or in the Federal Wage System, who are eligible for grade retention under S CFR Part 536, are eligible for repromotion priority consideration under this plan who were reduced in grade because of:
    - (1) An error in the prior classification of a position;
    - (2) A change in OPM classification standards without a change in duties and responsibilities;
    - (3) A change in the duties and responsibilities caused by gradual erosion/position audit or by management action;
    - (4) The application of reduction-in-force procedures; or
    - (5) A reorganization, when qualifying under FSM 6152 and subsequent non-competitive placement actions taken under such procedures (i.e., Pre-WRAPS or WRAPS)
  - b. Employees become eligible for repromotion priority consideration under this program upon the effective date of their demotion.
  - c. Eligibility under the automatic priority consideration program will end two (2) years from the effective date of the action that gave them entitlement; or when grade or pay retention ceases whichever occurs first. After which, the employee is still eligible for priority consideration to be repromoted to the highest grade previously held on a permanent basis (or intervening grade), If they apply for a position.
  - d. Employees downgraded as a result of action taken under 5 CFR 752 or S CFR 432 are not covered by the plan.
3. **Repromotion Consideration Entitlement.** Repromotion eligibles will be given automatic priority consideration for positions advertised in the local commuting area (i.e., 49 miles from official duty station) of

the employee's current, permanent position of record when the vacant position meets the following criteria:

- a. The grade or full performance level is higher than that of the employee's current position (i.e., employee can be repromoted), and the position is in a job series for which the employee is qualified at the grade level at which the position is being filled.
- b. The full performance level is no higher than the actual grade the employee held on a permanent basis immediately prior the action that resulted in eligibility for repromotion (i.e., there is no greater promotion potential for the position that would require competition). NOTE: Priority consideration will not be given for positions at the employee's current (reduced) grade unless the position has a higher full performance level.
- c. There are no other employees who are entitled to a special or higher "priority consideration" to the vacancy as outlined in Order of Consideration When Filling a Vacancy."

**4. Repromotion Plan Placement Requirements:**

- a. Forest Service Repromotion Plan eligible employees will be managed nationally, but does not preclude local Human Resources staff from facilitating, identifying, or making placement opportunities.
- b. Repromotion job offers must be made in writing, with an accompanying position descriptions (PD), and allowing the employee no less than seven (7) working days to respond.
- c. Templates and fact sheets for notifying employees upon receiving repromotion eligibility and an offer of a repromotion opportunity have been developed in collaboration with the National Federation of Federal Employees–Forest Service Council.
- d. Human Resources staff is reminded to check for specific procedures that may be addressed in collective bargaining agreements.
- e. As described in 5 CFR 536, FS Repromotion Plan eligible employees who refuse a reasonable offer in the commuting area will have their grade and pay retention benefits terminated and will lose repromotion priority consideration under this program.

# APPENDIX G

## ORDER OF CONSIDERATION WHEN FILLING A VACANCY

During the recruitment process, managers must be aware that there may be individuals who are entitled to special or “priority” consideration for the vacancy. In some cases, the individual is entitled to be placed in the vacancy (placement rights); in other cases, the entitlement falls short of a mandated placement (priority placement consideration). The nature of the special consideration depends upon the program involved. Consider individuals in the following order:

	Type of Candidate	Must Be Placed	Must be Considered	Remarks
1	Forest Service employees with statutory return rights.	X		Statutory return rights include: a. Restoration after military furlough b. An employee returning after full recovery from workers compensation. c. Placement of an employee after their participation in an international assignment
2	Individual awarded position resulting from a formal complaint/ dispute or granted a position as a settlement.	X		Settlement cannot exceed full relief or be in violation of statute or regulation. The settlement must have been a nondiscretionary action directed by a qualified legal or administrative body (MSPB, EEOC, or OSC).



	Type of Candidate	Must Be Placed	Must be Considered	Remarks
3	Employee who received a directed reassignment after their position was abolished, and has return rights once the position is reestablished.	X		<p>Employee has return rights for a 2-year period if his/her former or like position (title, series, grade, duties, duty location) is announced.</p> <p>Language on the directed reassignment: In accordance with FSH 6109.12.20.21, if you accept a directed reassignment, you will be entitled to priority placement consideration to return to your former position for a 2-year period, following the effective date of the directed reassignment according to the following conditions:</p> <ul style="list-style-type: none"> <li>a. Your former or like position is being reestablished and is announced;</li> <li>b. You apply to the vacancy announcement of the former or like position and inform the contact for the vacancy, in writing, of your entitlement to priority consideration; and,</li> <li>c. There is no one with greater placement rights to the vacancy, in accordance with this "Order of Consideration When Filling a Vacancy."</li> </ul>

	Type of Candidate	Must Be Placed	Must be Considered	Remarks
4	Reasonable accommodation: a reassignment as an assignment of last resort when all other options through reasonable accommodation process have been exhausted.	X		
5	Forest Service employee subject to reassignment or voluntary change to lower grade under a reorganization plan.	X		Pre-Workforce Restructuring and Placement System (Pre-WRAPS) Offers must be made in accordance with the labor agreement for bargaining unit employees, and in accordance with agency policy for nonbargaining unit employees.
6	Forest Service employee listed in the Workforce Restructuring and Placement System.	X		Offers must be made in accordance with the labor agreement for bargaining unit employees, and in accordance with agency policy for nonbargaining unit employees.
7	An employee returning from worker's compensation who is LESS than fully recovered		X	

	Type of Candidate	Must Be Placed	Must be Considered	Remarks
8	Surplus or displaced employees in the commuting area and are eligible for selection priority under the USDA Career Transition Assistance Plan (CTAP), who have applied, or identified, and determined to be well-qualified for the position.	X		Career Transition Assistance Plan (CTAP) eligibles must be considered and placed in the position unless there is a job-related reason for not doing so. CTAP eligibles must be placed in the following order: a. Forest Service employees with reduction-in-force (RIF) separation notice; b. Forest Service employees subject to displacement under WRAPS; c. Other USDA eligible employees.
9	Employee who was not promoted or considered for a position because of a violation of the Merit Promotion Plan.		X	Employee must receive priority consideration before other applicants are ranked and referred for selection. Reference USDA DR 4030-335-002 and the FS Supplement – Corrective Actions (Appendix A of FSH 6109.12)
10	An individual awarded a position as a result of an informal complaint/dispute or granted a position as a settlement.	X	X	Settlement cannot exceed full relief (also known as “discretionary” actions directed by an appropriate management official. Placement or consideration depends on the settlement agreement. The settlement agreement will be the determining factor in whether the employee receives placement rights or priority placement consideration for selection.

	Type of Candidate	Must Be Placed	Must be Considered	Remarks
11	Forest Service employees in the NFFE bargaining unit with repromotion consideration rights in the commuting area of a vacancy.		X	
12	USDA (including Forest Service) employees with repromotion rights in the commuting area of a vacancy.		X	
13	Former NFFE bargaining unit employees with reemployment rights separated from the RIF competitive area of the vacancy.	X		Offers of placement must be made in accordance with the labor agreement for NFFE bargaining unit employees, and in accordance with agency policy for nonbargaining unit employees. (May not be on the Reemployment Priority List (RPL) but would be eligible.)
14	Former USDA (including Forest Service) employees with reemployment rights in the commuting area of the vacancy per the USDA Reemployment Priority List (RPL).	X		

	Type of Candidate	Must Be Placed	Must be Considered	Remarks
15	Displaced employees in the commuting area who have applied, or identified, and are eligible for selection priority under the Inter-governmental Career Transition Assistance Plan (ICTAP).	X		Vacancy must be advertised for consideration to government-wide or all sources applicants and tentative selectee must be outside USDA.
	Eligibles on the certificate of eligibles, and all others not included above.			Upon clearance of the above listed priorities, proceed with selection process.

# APPENDIX H

## AGREEMENT FOR PERMANENT SEASONAL EMPLOYMENT

Employee Name:		
Title, Series, and Grade		
Position Number	MR:	IP:

*(Reference 5 CFR 340.402)*

As a Permanent Seasonal Employee, you are subject to seasonal release and recall to duty as a condition of your employment. Normally, you are released to nonduty status at the end of the season and recalled to duty the next season. Release and recall procedures will be based on a combination of factors subject to negotiations at the local level.

The minimum period you are guaranteed and will be expected to work is pay periods. You may work additional pay periods with your agreement. After the minimum number of pay periods has been worked, and you are placed in nonduty status, any recall to duty for purposes of training or work may be done only with the mutual agreement of you and your supervisor. The minimum period may be reduced, following applicable procedures and notice.

The calendar year is the basis for determining the period of employment. The initial year of appointment under this agreement may involve less than the minimum period depending on the date of appointment.

Service credit under a Seasonal tour is credited in the following manner: “Service credit” is the amount of employment time credited to an employee’s record and determines eligibility for a variety of benefits. The following outlines the amount of service credit allowed during the employee’s nonpay portion of their tour.

1. Leave Accrual, Retirement, and Retention—Service credit is granted for up to a maximum of 6 months of nonpay status in each calendar year.
2. Probationary Period/Trial Period (when applicable)—A maximum of 22 workdays in nonpay status is creditable toward completion of the probationary period. This is 22 in the aggregate, not each time an employee is placed in nonpay status.
3. Career Tenure (Career Conditional Appointments)—The first 30 calendar days of each period of nonpay status is creditable for career tenure.

4. Within Grade Increases for Wage Grade (WG)—One workweek in nonpay status is credited for step 2, three workweeks for step 3, and four workweeks for steps 4 and 5.
5. Within Grade Increases for General Schedule (GS)—Two workweeks in nonpay status are credited for steps 2 thru 4, four workweeks for steps 5 through 7, and six workweeks for steps 8 thru 10.

A Permanent Seasonal Employee who is expected to work at least 6 months per year is eligible for health and life insurance coverage. The employee is responsible for payment of their share of the health insurance premium while in nonpay status. If an employee is in pay status for less than 6 months, their benefits are affected.

This Agreement is effective the date signed by both parties. Please sign this original and e-fax to Human Resource Management Case Manager for placement in your electronic Official Personnel Folder (eOPF).

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

*Distribution: Original – Supervisor; Copy 1 – Employee; Copy 2 – EDR; e-Faxed copy – HRM Case Manager (for eOPF)*





# ANNOTATION OF THE 2019 MASTER AGREEMENT

between the  
FOREST SERVICE and  
NFFE-FOREST SERVICE COUNCIL

## INTRODUCTION

The purpose of the Annotation is to provide both Parties with clarification of the intent of the language written in the Contract or with background information about a given topic. It is understood that the Master Agreement itself prevails over language in this Annotation should there be a conflict between the two documents.

Only Articles and sections thereof that need clarification are addressed in the Annotation.

## PREAMBLE

The Preamble contains important provisions intended to reflect the Parties' desire to emphasize and reflect the tone of Labor-Management relations in the Forest Service; one that is characterized by interest-based problem solving. The Parties also recognize the importance of keeping an array of problem solving tools and techniques available to resolve issues that may arise. The signatures of both the Chief and the National Federation of Federal Employees-Forest Service Council (NFFE-FSC) President emphasize the personal commitment by the Parties to the contents of the Preamble.

## ARTICLE 1—RECOGNITION AND BARGAINING UNIT DESIGNATION

No Annotation

## ARTICLE 2—IMPLEMENTATION OF THE AGREEMENT

No Annotation

## ARTICLE 3—DEFINITIONS

There were a number of changes made to Article 3 to reflect NFFE's 2016 change in the name of their "Local Union" to "Local Lodge." This is a change in nomenclature only, and is not intended to reflect a substantive change to provisions in the Master Agreement. It has no effect on the FLRA certifications that define which positions are covered on individual units, nor the scope and level at which negotiations occur (e.g. national,

intermediate, or local level). To clarify the Parties' intent to keep the status quo where things at the "local level" are those that occur at the level of the organized unit, definitions were added for Local Parties, Local Level, and Organized Unit, as those terms are all used throughout the Master Agreement to reflect local level activities.

**Section 2**—If there is a question about who the designated Labor Relations Specialist is for an issue, the National Labor Relations Officer may be contacted to provide the name and contact information of the designated Labor Relations Specialist.

## **ARTICLE 4—EMPLOYEE RIGHTS**

**Section 3**—For the purposes of this section, "examination" is the questioning of an employee by an agency official or representative in connection to an inquiry or investigation.

**Subsection 3.a.(1)**—With respect to Weingarten rights, the term "investigation" is broadly interpreted by FLRA and it is not limited to misconduct investigations.

**Subsection 3.c**—This is not intended to limit Management's options under Weingarten. Considerations in determining a reasonable amount of time to obtain a representative may include the complexity of the case, the location of the representative, fire assignments, weather conditions, etc.

**Subsection 3.g**—Under USDA DR 4070-735-001, Section 11.h, personnel are prohibited from:

Utilizing any device to monitor or record non-telephone conversations, except:

1. As authorized by the Inspector General or his or her designee, with the prior consent of one party to a non-telephone conversation and when necessary in a criminal investigation;
2. When all parties agree in advance; or
3. When in the context of telephone call center or similar operation. In such situations, supervisors may monitor or record telephone conversations for the purpose of evaluating performance of employees with proper notice to all parties to the communication.

**Subsection 3.g**—If the examination is to be recorded, "timely" in this context means giving enough time for the representative to obtain a recording device.

**Subsection 3.i.(1)**—"Present" includes in-person, via videoconference, or by telephone.

**Subsection 3.i.(2)**—USDA EEO investigations are not misconduct investigations. However, if evidence of misconduct by an employee is revealed in the course of an EEO investigation, that information may be referred to management for a subsequent administrative action (similar to a criminal Report of Investigation (ROI)).

Although the interviewer does not have to provide employees with their Weingarten Right, the employee may still have such a right, if the employee reasonably believes their answers may result in disciplinary action.

**Section 4**—Examinations in connection with suitability of employment concerns as a result of a background investigation may trigger Weingarten rights.

**Subsection 4.a**—Time for completing background-investigation requirements will be charged as TC01 or other appropriate codes on the timesheet. Examples of situations that may involve background investigations, in addition to HSPD 12, include such things as carrying firearms, blasting, and positions of public trust.

**Section 7**—For example, employees will be granted a reasonable amount of duty time for initiating, reviewing, preparing, and presenting a grievance. It is the employee's responsibility to communicate with their supervisor before using duty time to meet with their Union representative to prepare a grievance or exercise any other rights afforded in the contract. Employees may designate a Union representative, in writing, to act on their behalf with respect to release.

If the employee and his or her supervisor are unable to reach agreement, the time allowed should generally not exceed 4 hours for meeting with the employee representative and preparing a Step 1 grievance and should generally not exceed 8 hours for the meeting, preparation and submission of a Step 2 grievance. This section does not apply to the determination of official time for Union officials, as those procedures are addressed under Article 5.

The Parties' expectation is that the employee will typically be released from work at the time the request is made. However, it is recognized that in some cases, the employee's workload may not allow the immediate release, and the release needs to be delayed until later that day or until another day. In these cases, the supervisor shall allow the use of the approved amount of time as soon as possible.

The required documentation when time is denied is intended to be as simple as an e-mail to the employee stating the requested number of hours, the date requested, a brief reason for the denial, and when the time will be granted.

**Section 12**—Examples of bullying could include: slandering, ridiculing or maligning a person or their family; persistent name calling that is hurtful, insulting, or humiliating; using a person as a butt of jokes; abusive and offensive remarks; socially or physically excluding or disregarding a person in work-related activities; sabotage or deliberate interference which prevents work from getting done; or manipulating the work environment.

**Subsection 12.d**—Examples of assistance that may be offered by Management and/or requested by the affected employee may include: referrals to EAP; offers of ADR; a cooling off period; temporary work assignments, telework, or alternate work locations. Management and the affected employee should work together to identify the appropriate assistance for the situation.

**Subsection 13.b**—The determination of whether an employee needs to file the OGE-450 is a matter related to classification of the employee's position. Employees who believe they should not be required to file should address their concerns through Article 14.

**Section 14**—Some of the methods of resolving the conflict that may be used include counseling, training, team building, details, reassignment, or physically separating the employees in conflict for a “cooling off” period. If a reassignment to a different supervisor is granted, the change of supervision will not necessarily have an effect on pending personnel actions (for example, adverse action).

**Section 20**—Nothing in this section will affect statutory rights and responsibilities regarding debts owed to the government.

**Subsection 20.d.(2)**—Depending on the type of debt, waiver period may be up to three to five years.

**Section 22**—The term “virtual position” should not be confused or used interchangeably with the term full-time telework.

**Subsection 23.a**—Less than full-time telework does not affect the determination of “regular place of work.”

**Subsection 23.c**—It is a best practice for an employee to report to their regular place of work prior to another worksite. This is not intended to shift the burden of costs of business to employees. Managers should consider factors such as the Federal Travel Regulation, the impact to work to be performed, costs, availability of government vehicles, public transportation, unit practices, and morale when determining whether to authorize local travel under this section.

## ARTICLE 5—UNION RIGHTS AND REPRESENTATION

**Section 1**—The Union’s obligation to represent the interests of all Bargaining Unit employees does not require the Union to pursue employee concerns that the Union determines to be without merit; the law merely prohibits the Union from discriminating on the basis of Union membership (that is, paying dues) or lack of membership.

Management officials should avoid any involvement in any alleged violations of this Union obligation, as it is a matter between the Union and the Bargaining Unit employees.

Case decisions allow the Union to refuse to represent nonmembers (employees who do not pay dues) in situations where employees are entitled by law/regulation to a personal representative of their choice, such as oral/written replies to adverse actions, Merit System Protection Board (MSPB) appeals, Equal Employment Opportunity (EEO) complaints, and court cases. The Union’s obligation to represent all employees without regard to Union membership applies only where the Union is the exclusive representative (for example, the negotiated grievance procedure).

**Subsection 1.f.(3)**—The designated acting Union official will follow release procedures in Section 5 of this Article in accordance with the position for which they are acting in full capacity.

**Subsection 1.f.(4)(a)**—The authority of the Primary Point of Contact (PPOC) will be described in their designation letter and notification of changes in authority will be provided to management in writing. Some Locals may use the term “Chief Steward” for the primary point of contact for the organized units within the Local. In these situations, the notifications regarding authority apply to the Chief Steward designation.

**Subsection 1.f.(5)**—The written designation will identify the particular duties and jurisdiction of each representative with sufficient clarity so that managers will know which representative is responsible for which representational function(s) and at which location(s).

**Section 2**—The right to represent employees in any grievance filed under the negotiated grievance procedure in Article 9 is exclusively that of the Union. Employees may choose to represent themselves, in which case Management must notify the Union of the grievance and provide an opportunity for the Union to be a party to associated discussions between Management and the grieving employee(s).

**Section 3**—There is no requirement that designated representatives be employees of the same forest, district, work location, or shift they are

designated to represent. One individual may be responsible for more than one function or location. In these cases, it is particularly important to encourage use of current communication technologies to avoid unnecessary travel and unreasonable amounts of official time.

For particularly complex matters or entrenched disputes that may arise in negotiations, mediations, or Weingarten situations, the parties should consider whether face-to-face meetings are warranted.

**Section 4**—The statutory definition of “formal discussion” is found in 5 U.S.C. 7114(a)(2)(A). Discussions can be a formal discussion if they cover any grievance, personnel policy or practice, or other general conditions of employment that may affect the Bargaining Unit; but meetings on topics such as timber harvest practices that do not concern any of the above are not formal discussions. Guidance and formal discussion criteria are determined by FLRA, available at <https://www.flra.gov/resources-training/resources/guides-manuals>.

The obligation of Management in regard to formal discussions is the requirement to notify the Union in advance so they may be present at the meeting. The Union may make its own determination of potential impacts to the Bargaining Unit and participate when it deems appropriate. As noted in Section 1, the Union has the right to designate a different representative to attend the meeting. If the Union is properly notified and declines or fails to show up, the meeting may proceed without their participation.

Nothing in Section 4 precludes Local parties from reaching an understanding as to what is reasonable notice and opportunity.

The Parties recognize that some meetings held to resolve EEO complaints may be formal discussions. However, the case law is evolving with respect to Union statutory rights to attend formal EEO complaint resolution meetings. Nothing here is intended to limit Union rights under the Statute with respect to EEO complaint resolution meetings. Also see Article 25.

Case law clearly identifies certain discussions as not being formal discussions:

- a. Individual counseling sessions.
- b. Meetings at which the employee is disciplined.
- c. Fact-finding or investigative meetings unrelated to a grievance (but these may be “Weingarten” meetings under Article 4 Section 3.a).
- d. Meetings to discuss employee job performance.
- e. Meetings called to deliver work instructions or discuss job assignments.

**Subsection 5.a.(4)**—The reasonable amount of time necessary to prepare grievances is typically no more than 8 hours for a Step 1 grievance and no more than 8 hours for a Step 2 grievance. This time estimate is specific to preparation of grievances such as meeting with employees, researching and preparing written documentation of grievances. This time estimate does not include meeting with management to discuss the grievance or preparation or presentation at arbitration proceedings.

**Subsection 5.b.(1)**—The bank of hours for union time will be managed nationally, so each Local does not have an individual bank of hours.

**Subsection 5.c.(1)**—Although a telework agreement is not appropriate for performing representational work, Union officials may still conduct representational work away from their duty station using the release procedures in Section 6 of this Article. When doing so, the Union official must inform their supervisor where they will be conducting the representational work and how they may be contacted.

**Subsection 5.d.(3)**—This provision only applies to permanent seasonal employees who are designated Union representatives. This is not a full-employment provision for those employees, nor does it entitle representatives to receive overtime or compensatory time for performing representative functions. Note requirement for mutual agreement.

**Subsection 5.b.(5)**—Where ambiguity exists as to whether a Union official is performing representational or Agency-assigned work, the nature of the activity involved, the parties will timely clarify the Union official's role to avoid misunderstanding and subsequent disputes.

**Subsection 5.c.(3)**—The Parties recognize that there are cases where the Union may choose to designate an official other than the normally designated or locally available official to handle representational matters. Factors to be considered in approving travel and/or per diem include, but are not limited to:

- a. Arbitrations and other administrative hearings.
- b. The designated Union representative is not available and the need for representation is urgent and cannot be rescheduled.
- c. Situations where a potential conflict of interest exists.
- d. The designated Union representative is not qualified to deal with the representational need.
- e. Representational need calls for specialized skills.
- f. Promotion of efficient and proper administration of the Master Agreement.

**Subsection 6.a**—“As far in advance as practical” is meant to encourage the parties to work together to identify known and potential upcoming union-assigned work so that Agency budgets and programs of work can be adjusted accordingly.

The process given in this section does not exclude the ability for Union and Management officials to craft a mutually agreed-upon alternative process.

“Alternate arrangements” means the arrangements are mutually acceptable to the Union and Management officials and may continue as long as they remain satisfactory to both parties.

Alternate arrangements for a continuing nature are only appropriate when the representational activity is appropriate under Article 5.5.a. For example, it would not be appropriate to agree that a union official may be released at the same time each week for internal union business, but it may be appropriate for a union official to be released at the same time each week for a meeting with management on workplace issues that may affect bargaining unit employees.

If parties cannot reach agreement on “alternate arrangements for urgent matters,” they should seek assistance from the Deputy Chief for Business Operations and Forest Service Council President, as representatives of the National Parties. When no alternate arrangement exists, post-approval may be appropriate for urgent matters.

**Subsection 6.a**—Designated “acting” management officials who have the authority to approve timesheets for union officials also have the authority to review and approve, modify, or deny requests for release for official time.

**Section 9**—If use of communication systems is approved for a membership drive, it will only be used for announcing or notifying employees of events. Communications systems will not be used to ask employees to join the union or solicit membership.

## ARTICLE 6—MANAGEMENT RIGHTS

No Annotation

## ARTICLE 7—UNION USE OF OFFICIAL FACILITIES AND SERVICES

**Section 1**—The Union is not authorized to install their own locks on the office space or on Government-owned equipment/furniture (that is, file cabinets, desk drawers, etc.). Except in emergency or law enforcement situations, Management will notify the responsible Union official prior to entry.



**Subsection 2.b**—Use of VTC equipment for Union representational purposes should be appropriately scheduled.

**Subsection 3.c**—Non-supervisory employees are not authorized to approve union postings on Agency web pages.

## **ARTICLE 8—LABOR-MANAGEMENT RELATIONSHIP**

This Article was modified significantly in 2019, eliminating previous requirements for partnership, inclusion in labor management forums, and pre-decisional involvement of the union for changes to organizational structure.

These 2019 modifications do not in any way abrogate management’s responsibility to consider statutory obligation to notify and bargain and when those obligations exist management will continue to follow procedures described in Article 11.

**Section 2**—This is a new Section intended to ensure that open communication continues between the Parties at the national level.

**Section 3**—This new section ensures that parties at all levels have the flexibility and authority to resolve issues using the methods they believe will be most effective.

**Section 4**—This sentence is unchanged from the 2016 Master Agreement, and the Parties still have an obligation to give one another early notice of changes that may affect conditions of employment.

## **ARTICLE 9—GRIEVANCES**

**Subsection 4.d**—Hard copy transmittal should be rare. If documents are provided through hard-copy mail only, then the 30-day timeframes given in the contract for the grievance and the grievance response start the day after the postdate on the hard-copy mail (or the confirmation/transaction dates if Fed Ex or UPS, etc.).

Ideally, “transmittal” should be done in such a way that it can be verified. In addition, because the timeframes are based upon date of transmittal, parties involved in grievance proceedings are encouraged to provide for “back-up” during times when they expect to be away from the office for an extended period of time.

**Subsection 5.d**—Only initial appointments are excluded from the grievance procedure.

**Subsection 5.e**—Although the classification of the position is not grievable, the accuracy of the position description is grievable per Article 14.

**Subsection 5.f-m**—Although items f-m are excluded from the grievance procedure, any of these issues may be included as part of a grievance alleging bullying, harassment or retaliation, as evidence of a pattern of behavior.

**Subsection 5.i**—Non-disciplinary letters to employees, instructing employees on supervisor expectations with regard to conduct, are excluded from the grievance procedure, even if the letter includes language notifying the employee that engaging in similar behavior in the future could lead to discipline.

**Section 6**—The employee may appeal the Step 2 Grievance Response or arbitration decision to MSPB or the Equal Employment Opportunity Commission (EEOC) as provided for in their regulations.

**Subsection 6.b.(1)**—An informal EEO complaint is not an election of forum and does not bar a grievance; however, 6.c applies if the EEO complaint becomes formal.

**Subsection 6.b.(4)**—An employee may at any time file a “whistleblower” complaint with the Office of Special Counsel or pursue an “individual right of action” to MSPB.

**Subsection 6.b.(4) and 6.d**—The Office of Special Counsel is the primary adjudication forum for the Whistleblower Act and Prohibited Personnel Practices.

**Subsection 7.c.(4)**—The party filing a grievance should attempt to identify the appropriate section(s) of law, rule, regulation, policy, or Master Agreement that they believe have been violated. However, it is recognized that the party’s understanding of the case and alleged violations may develop as the case progresses.

**Subsections 7.d and 8.h**—Alternative Dispute Resolution Techniques: Examples are meeting(s) between the appropriate parties, a facilitated meeting, mediation, etc.

**Subsection 10.a**—The purpose of this provision is to allow the parties meaningful opportunity to resolve the grievance at the lowest level.

**Subsections 11.e and 11.f**—“Mitigating Circumstances” are unusual situations that effectively prevent a party from meeting a deadline. The burden is on the late party to convince the other party or Arbitrator that the circumstances warrant consideration. The mere absence of an official from his or her office is not automatically or usually a “mitigating circumstance.”

**Subsection 12.a**—In accordance with Executive Order 13839, the Parties may not agree to erase, remove, alter, or withhold from another agency

any information about a civilian employee's performance or conduct in that employee's official personnel records, including an employee's Official Personnel Folder and Employee Performance File, as part of, or as a condition to, resolving any grievance.

**Subsection 12.c.(2)**—Arbitration would be the “next step” for an alleged breach of a settlement of a Step 2 grievance.

## **ARTICLE 10—ARBITRATION**

**Section 2**—The party invoking arbitration must request a panel of arbitrators prior to invoking arbitration so that a copy of the panel request will be included with the letter invoking arbitration.

**Section 8**—5 U.S.C. 7701(g) provides that an agency pays attorney fees if the employee is the prevailing party and the arbitrator determines that payment by the agency is warranted in the interest of justice. This includes any case in which a prohibited personnel practice was engaged in by the agency, or any case in which the agency's action was clearly without merit.

## **ARTICLE 11—MIDTERM NEGOTIATIONS**

**Subsection 2.c**—The phrase “not fully resolved” refers to situations where, for example, 8 of 10 issues may be resolved informally, leaving 2 issues that need to be addressed through Article 11 negotiations. “Negotiate as appropriate” is intended to denote that not all matters discussed under pre-decisional involvement are subject to bargaining. The parties are advised to evaluate the negotiability of issues not resolved informally before proceeding with bargaining.

**Subsection 2.d**—“Dispute settlement agreements” clarifies that if the terms of dispute settlement agreements impact the Bargaining Unit, then there is a notification obligation for potential bargaining. Bargaining will be done in accordance with laws, rules, and regulations.

**Subsection 2.e**—In accordance with established case law, unless there is an overriding exigency or necessary function of the Agency, Management is obligated to maintain the status quo during negotiations regarding proposed change(s) pending completion of the bargaining, which may include mediation and impasse procedures, if timely invoked.

**Subsection 3.c**—Provisions for facilitation expenses in this section apply only to Article 11 negotiations.

**Subsection 3.c.(1)**—The parties are encouraged to avoid going to impasse over the contents of ground rules.

**Subsection 3.c.(2)**—By mutual agreement, the parties may make other arrangements for the facilitation expenses.

**Subsection 3.d.(3)**—In this section, “Local” refers to the Union Local Lodge, not to the geographic location.

**Subsection 3.e.(1)**—To ensure that all parties in negotiations have the authority to reach agreement.

**Subsection 5.b**—Examples of negotiations that could be appropriate at Intermediate and Local levels are parking, lunchtime meetings, lunch and breakroom facilities and arrangements, facilities for daycare centers per Public Laws 99-190, facilities for dependent care centers if allowed by law or regulations, physical fitness centers provided through Wellness Committees/Programs, transit subsidies, fire assignment rotations, provisions for assignment to overtime, safety, leave scheduling policies, and the impact and implementation of changing office/work facility conditions.

**Appendix E Proposal Checklist Item 4**—For disputes over the scope of anticipated negotiations, refer to Article 11 Section 6.

**Appendix E Proposal Checklist Item 10**—Examples of attachments may include draft policies, organizational charts, USDA or OPM direction, etc.

**Appendix E Response to Proposal Checklist Item 7.a**—The parties recognize that union officials may not be well versed in the technical requirements related to procedures and appropriate arrangements bargaining. Local lodge officials are encouraged to seek advice and counsel from intermediate or national officials. The intent is for parties to communicate and discuss to attempt to resolve questions or concerns.

## **ARTICLE 12—PRENOTIFICATION FOR UNFAIR LABOR PRACTICE CHARGE**

**Section 1**—The purpose of the pre-ULP is the attempt to resolve the issue prior to a formal complaint being filed with FLRA, and should be addressed to the appropriate official who has the authority to resolve the issue, or to the next level who has the authority to convene those who have the authority to resolve the issue.

## **ARTICLE 13—ORIENTATION OF EMPLOYEES**

**Section 6**—The time provided to the Union for meeting and speaking with employees cannot be used for internal Union business such as soliciting members or recruiting stewards. Appropriate subject matter includes, among other things, the exclusive role of the Union in representing

employees, the existence and impact of any negotiated agreements, and the grievance procedure.

## **ARTICLE 14—POSITION DESCRIPTION AND CLASSIFICATION**

**Section 1**—There is a key difference between the assignment of ongoing (regular and recurring) duties required to be performed in the described position and those duties that are temporary or short term in nature (see Article 16, Section 9). Supervisors and employees are not expected to be experts in position classification. However, they should focus on development of an inclusive description of the tasks or groups of tasks that occupy a significant portion of the employee’s time and that accurately reflects what the employee is assigned to do. They should then let the classification process determine what is series and grade controlling. The intent here is not to eliminate the flexibility of assigning undescribed “other duties,” but to assure that duties that affect an employee’s pay rate are included.

**Subsection 1.c**—Examples of “duties that require special training, performance, or credentials” would include, but are not limited to, those that require the employee to be subject to drug testing or that require specialized training to handle hazardous materials or to obtain blaster certification.

**Subsection 1.d**—Positions that have a public trust responsibility and require the appropriate level of background investigation include duties such as carrying firearms, working with minors, managing finances, protecting people and assets, computer administration, and inspecting compliance.

**Subsection 2.a**—A PD can be amended for minor changes such as changes to locations, corrections of terminology, or addition of certification requirements. Normally, these changes will be documented on the PD Correction Notice (currently FS-6100-13).

**Section 3**—If a Standard PD adequately covers the majority of the key duties in the current position description, in addition to new or modified duties, the supervisor is encouraged to use a Standard PD to help expedite the classification process.

**Subsection 3.a.(3)**—PD Review Package requirements at the time of this Agreement generally consist of the following items and are posted on the Classification section of the HRM website:

- a. Employee’s current PD
- b. Proposed PD
- c. Exception to Competition Questionnaire

- d. Supervisor Desk Audit Questionnaire
- e. Employee's Desk Audit Questionnaire
- f. Current, signed and dated Organizational Chart showing the employee's position.

**Subsection 3.e**—PD reviews are not formal discussions. It is important for the employee and supervisor to communicate during the PD review process. If a Union Representative participates, their role is to help the employee understand the process and communicate their duties but not answer for the employee. It is appropriate for a supervisor to have the Union Representative leave the meeting if they are being disruptive or inhibiting the process. If the accuracy or timeliness of the PD has been grieved, discussions pertaining to the grievance should occur in a separate grievance meeting.

**Subsection 3.f**—“Management shall refrain from temporarily reassigning an employee's work during the PD review if the sole purpose for reassigning the work is to avoid reclassification of the said employee's position” does not, nor is it intended to, interfere with Management's right to assign work. The review period does not serve as an insulated or protected period during which the employee's work cannot be reassigned for legitimate reasons. The intent of the Parties is that a supervisor cannot alter the employee's work assignment during the review period solely to alter the resulting classification.

**Section 4**—This section covers the situations where the accuracy of the PD has been established, but the classification of the position as to title, series, or grade has subsequently been called into question by the employee. The Forest Service Position Classification review process and the statutory USDA or OPM appeal rights are two separate and distinct procedures. Employees are not obligated to use the agency review process first; they may choose to go directly to the USDA or OPM appeal. However, the employee is encouraged to seek advice and review the OPM guidance on the subject prior to submitting an appeal, because the OPM determination is final.

**Subsections 5.a and c**—In the case where the classification decision was reached by the USDA or OPM that the position is properly classified at a higher grade, the 2 pay period timeline begins when the Forest Service is informed of the USDA or OPM decision. In setting the 2 pay period timeline, the Parties' intent is that Management will not continue to require or expect the employee to perform higher graded work without compensation once it has been established that an employee has been performing ongoing higher graded duties.

The Parties recognize that the employee would need to meet OPM qualification standards and any Government-wide limitations to the amount of time they can be noncompetitively promoted must also be followed.

**Subsection 5.b**—The Parties acknowledge that Management’s decision to eliminate or redistribute the duties of a position falls within Management’s reserved rights. As such, a grievance over Management’s decision to eliminate/redistribute the grade-controlling duties instead of promoting the employee is sustainable only if the decision was arbitrary/capricious (for example, a prohibited personnel practice).

## **ARTICLE 15—DETAILS AND TEMPORARY PROMOTIONS**

The content of this article was moved from the end of Article 16. The former contents of Article 15, pertaining to Performance Management, have been moved to Article 21.

## **ARTICLE 16—PROMOTIONS**

This Article now focuses only on promotions. Temporary promotions and details have been moved to Article 15. In 2019, this Article was changed significantly to rely largely on the USDA DR4030-335-002 on Merit Promotion, and the NFFE-Forest Service MOU on Merit Promotion dated March 18, 2015 has been rolled into this Article.

The provisions of this article pertain only to positions within the Bargaining Unit. Management is not obligated to follow Article 16 procedures for advertising or filling non-Bargaining Unit positions, even if Bargaining Unit employees apply for such positions.

**Section 3**—Outreach is intended to be conducted in advance of filling a position to provide information for hiring officials to determine how best to advertise and fill a position. Additionally, it is used to notify employees of developmental opportunities through details and non-competitive temporary promotions.

**Section 4**—This section was modified significantly in 2019. Although Management does not have any obligation to seek exception to Merit posting, this does not eliminate Management’s obligation to consider impacts to the bargaining unit when utilizing new hiring authorities. As new authorities are developed and implemented, Management will consider impacts and may communicate with the Union as described in Article 8 or may notify the union of changes and potential impacts in accordance with Article 11.

Although Management may fill a vacancy without having to advertise through Merit Promotion procedures, it is understood that current employees may still apply for positions advertised through external procedures if they meet eligibility requirements.

**Section 5**—This section is to ensure that current employees have the opportunity for career development and promotion opportunities that may be offered through Pathways programs.

**Section 6**—This section was modified to ensure that employee-applicants who are not referred to a hiring manager for any reason (eligibility, basic qualifications, or meeting the quality group) have the opportunity to have their entire application reviewed and, if appropriate, referred to the hiring manager.

### **Section 7**

**Subsection 7.a**—Employees may meet time in grade but may not have met all the requirements to be fully functional at the next higher grade level: examples include specialized training not yet completed; specific experience still to be gained; or credentials, certifications, etc., still to be acquired.

Supervisors are encouraged to submit the appropriate approvals for career ladder promotions prior to when they are due to avoid being out of compliance with Human Resources procedures.

Failure on the part of the supervisor, approving official, or in processing the action timely will not adversely affect the employee, and the action will be retroactive to the date the employee met all the eligibility requirements in this Subsection.

**Subsection 7.b**—Lack of a 60-day prior written notice does not mean the employee automatically gets the promotion; rather, if the notice is late, the employee still gets the 60 days to improve and, if successful, the career ladder promotion is retroactive to the eligibility date.

**Section 8**—Exceptions to the 2 years of repromotion rights are reduction-in-force demotions that are covered in Article 35.

**Subsection 8.b**—This subsection provides the procedures for an employee to seek priority consideration for repromotion after their 2 year repromotion rights expire.

**Section 9**—A “Supervisory Unit” means units such as a staff unit in a Ranger District, a staff unit in a Supervisor’s Office, a branch in a Regional Office, a staff in the Washington Office, a branch in the Albuquerque Service Center, Research Work Unit, etc.



The term “Adversely impact” is used in the USDA DR. The addition of duties and responsibilities to a position adversely impacts another encumbered position if the duties have been removed from one employee’s position and assigned to another employee’s position resulting in one employee’s position being downgraded. There would also be an adverse impact if new duties were given to one position resulting an upgrade of the position, when like encumbered positions exist within the supervisory unit and could also have been assigned those new duties, because the other employees were not afforded the opportunity to compete for the upgraded position.

**Section 10**

**Subsection 10.d**—This does not include technology, data definition (in IT geek terminology), or software platforms, but it does include search functionality, data sets, and formats of reports. Information report data and formats that are available to all employees are also available to the Union, and thus, changes are subject to bargaining.

**ARTICLE 17—AWARDS PROGRAM**

**Subsection 3.e**—The following chart should be used as guidance for nonmonetary length of service awards:

<b>Years of Service</b>	<b>Recommended Award Value</b>
5	\$25.00
10	\$50.00
15	\$75.00
20	\$100.00
25	\$125.00
30	\$150.00
35	\$175.00
40	\$200.00
45	\$225.00
50	\$250.00

**ARTICLE 18—WORK SCHEDULES**

**Subsection 2.d**—The intent is that Management will typically provide a minimum 10- day advance notice when changing tours of duty and/ or Regularly Scheduled Administrative Workweeks; i.e., notice should be provided soon after the information becomes available to Management.

However, the Parties acknowledge that there may be appropriate exceptions; for example, occasions in which Management becomes aware of the need for the change less than 10 days in advance. In such a case, the intent is that Management will notify affected employees promptly after determining the need for the change.

**Subsection 3.b.(1)(d)**—A gliding schedule does not have core hours.

**Subsection 3.d**—For part-time employees on a flexible work schedule, core days and core hours may be pro-rated based on their basic work requirement.

**Subsection 3.d.(3)**—Documentation of deviations from core hours may be as simple as approving the employee's timesheet.

**Subsection 3.e.(1)(c)**—Employees cannot earn credit hours for traveling. However, once an employee arrives at their destination, credit hours may be earned, even though the employee is still in "travel status." For example, an employee's duty station is Denver, Colorado, and he or she needs to travel to Vallejo, California. The employee, regardless of whether he or she is nonexempt or exempt, cannot earn credit hours for traveling from Denver to Vallejo. However, once the employee arrives in Vallejo, the employee may earn credit hours for hours they elect to work, even though they are still in travel status. Employees who are eligible to earn credit hours may earn credit hours for work performed while they are in travel status (such as phone calls, editing documents, etc.) even if they have not reached their destination.

**Subsection 7.a**—An employee's tour of duty will be recorded on their Time and Attendance Report. In Paycheck 8, the appropriate block for this is entitled "Established Work Week and Hours."

**Subsection 7.b**—The Parties acknowledge that the standard workweek for full-time employees will consist of 5 consecutive 8-hour days (40 hours per week). This will be the default work schedule unless the employee requests and Management approves a different schedule, such as a flexible or compressed work schedule. This is not intended to change work schedules for those employees who are already on an AWS. 167

**Subsection 7.h.(2)**—This provision applies when the training is conducted at a location other than the employee's home unit. Overtime for training is handled in accordance with 5 CFR 550, 5 CFR 551, and 5 CFR 410.

**Section 8**—Employees who are performing work while smoking are not considered to be on a paid rest break.

**Section 11**—See Article 19.7 for further discussion of standby pay.

**Subsection 11.a.(4)**—In negotiating call-back radii, Local parties should consider the nature and urgency of the work and the time necessary to safely travel (seasonally adjusted) from the nearest established community to the duty location.

**Subsection 11.b.(2)**—Normally, employees will not be assigned to on-call status for more than two consecutive pay periods, without a pay period off, unless the employee volunteers to be in on-call status.

**Subsection 11.c**—Other arrangements may include cell phone, pager, vehicle usage, etc.

## **ARTICLE 19—PAY AND PER DIEM**

See Article 28 (Fire) for information on hazard pay for prescribed burns.

Exceptions to the requirements to have a Government Travel Card have been removed from the Master Agreement in 2019. However, they may still be found in Forest Service FSH 6509.33.

**Section 3**—This section addresses several areas of employee entitlements related to per diem in which the Parties have particular interest. The intent of the Parties is to ensure Bargaining Unit employees receive the full benefit in these areas. The Parties also made a conscious decision to reference the Federal Travel Regulations as the governing regulation on matters pertaining to per diem rates, Travel Charge Cards, and travel advances.

## **ARTICLE 20—LEAVE**

**Subsection 1.d**—The references to 5 CFR 630.201 and 630.1202 are solely to use these definitions in the context of this contractual provision.

The intent of the Parties is to extend contractual leave entitlements for employees to care for family members who are excluded from the FMLA. The provision is not intended to be duplicative with respect to employees' spouses, sons, daughters, and parents. For these family members, employees may use FMLA entitlements.

**Subsection 5.a**—The hour limitations given in this section are based on the hours that would typically be worked. For example, if an employee typically works 80 hours per pay period, then 80 hours per pay period would count against the 120 hours. Normally, weekends and holidays do not count toward the limitations since employees typically do not work on these days. Per the Office of Personnel Management (OPM), temporary employees hired under the 1039 authority cannot be granted military leave.

**Section 6**—This section has been modified in 2019 to address the newly created “Weather and Safety Leave.” OPM regulations prohibit the granting of Weather and Safety Leave for employees who have telework agreements, are telework ready, and are able to safely perform work at an alternate location.

## **ARTICLE 21—PERFORMANCE MANAGEMENT**

Sections 1, 2, and 4 of this Article were transferred from Article 15 in 2019. Overall, this article was modified to come into compliance with USDA DR 4040-430 and Executive Order 13839.

**Section 5**—Performance ratings may no longer be delayed until an employee completes a Demonstration Opportunity (formerly a Performance Improvement Period), Managers are expected to communicate performance deficiencies in a timely manner, whenever possible. This will permit employees enough time to demonstrate acceptable performance before a rating of record is completed.

**Section 7**—A performance meeting is not a formal discussion. The role of the Union representative in a performance meeting is to assist the employee in understanding what they must do to demonstrate acceptable performance.

## **ARTICLE 22—DISCIPLINE AND ADVERSE ACTIONS**

**Subsection 5.d**—This is to be consistent with the Privacy Act of 1974 as amended (5 U.S.C. 552a (e)(2)). Situations in which it is not practicable to obtain information directly from the affected employee before others are questioned include non-administrative matters involving illegal activities which could result in criminal charges or which involve subjective alterable information. Further investigation may not be necessary if, for example, the employee acknowledges the misconduct, or the management official decides the allegations are baseless.

**Subsection 5.e**—This is not intended to preclude Forest Service Law Enforcement personnel from conducting criminal investigations in their region or the use of the fruits of those criminal investigation in any subsequent administrative action.

**Subsection 5.f**—The intent is that Management will not withhold meaningful information on the status of an investigation or inquiry from the affected employee and/or the Union. This does not mean that substantive disclosure of investigative results is required or intended during the course of the investigation or inquiry. Reasons investigations may take longer may

include such things as: availability of witness or subject, large amounts of evidence to evaluate, waiting for responses, complexity of case, etc.

**Subsection 6.a**—The pertinent factors (Douglas Factors) are:

- The nature and seriousness of the offense and its relation to the employee's position and responsibilities, including whether the offense was intentional or technical or inadvertent or was committed maliciously or for gain, or was frequently repeated.
- The employee's job level and type of equipment, including fiduciary role, contacts with the public, and prominence of the position.
- The employee's past disciplinary record.
- The employee's past work record, including length of service, performance on the job, ability to get along with Federal workers, and dependability.
- The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties.
- The consistency of the penalty with those imposed upon other employees for the same or similar offenses.
- The consistency of the penalty with the Penalty Guide.
- The notoriety of the offense or its impact upon the reputation of the agency.
- The clarity with which the employee was put on notice of any rules that were violated in the committing of the offense or had been warned about the conduct in question.
- The potential for the employee's rehabilitation.
- Any mitigating circumstances surrounding the offense such as unusual job tensions; personality problems; mental impairment; or harassment, bad faith, malice, or provocation on the part of others involved in the matter.
- The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

**Subsection 6.d**—The intent of this subsection is that the employee should not be coerced to sign and may seek guidance from a Union official before signing an agreement. There is no intent or obligation on the part of Management to negotiate the terms of such an agreement, although a discussion between Management, the employee, and the employee's Union representative to clarify terms and conditions may be appropriate.

## **ARTICLE 23—PERMANENT SEASONAL EMPLOYMENT**

**Section 2**—Template located in Appendix G will be followed and is not subject to further negotiations at the subordinate level. Annual agreements on starting and ending dates may be documented according to Local negotiated agreements.

## **ARTICLE 24—TEMPORARY/TERM EMPLOYEES**

**Section 2**—Reasons for making a term appointment include, but are not limited to, project work, extraordinary workload, scheduled abolishment, reorganization, contracting out of the function, uncertainty of future funding, or the need to maintain permanent positions for placement of employees who would otherwise be displaced from other parts of the organization (5 CFR 316.301).

**Section 3**—The word “suitability” is consistent with 5 CFR 731 (suitability as it pertains to an individual’s character or conduct that may impact the efficiency of service or preventing effective service of the position) and should be considered in making rehire determinations, in addition to the person’s qualifications.

**Section 7**—Information about “how rehire eligibility works” can be provided either through the orientation process for temporary employees or through the distribution of a fact sheet. The information should include the clarification that it is noncompetitive rehire “eligibility,” not a “right.”

**Section 11**—This section discusses time limitations and makes clear that the Forest Service intends to observe these as dictated by Office of Personnel Management (OPM) regulations. Successor positions are a key factor in correct implementation of both the OPM regulations and the Master Agreement.

**Section 14**—“Publicized” for the purposes of this section does not mean “advertised.” However, these working days can be part of, or run concurrently with, any Career Transition Assistance Program requirements to publicize such vacancies.

**Section 16**—Temporary employees do not have grievance rights for termination due to misconduct or poor performance. They do have reconsideration rights. Temporary employees covered by this Master Agreement do have grievance rights for other disciplinary actions.

## ARTICLE 25—EQUAL EMPLOYMENT OPPORTUNITY

**Sections 7 and 8**—The same Union representative may serve in both roles described in Sections 7 and 8.

## ARTICLE 26—EMPLOYEE ASSISTANCE PROGRAM

**Subsection 1.c**—The employee has the right to bring a Union representative to meetings with EAP program advisor or counselor.

**Section 3**—Explains supervisory obligations when dealing with employees who may be referred to EAP, as well as the potential impact on performance or conduct actions.

Nothing in this section is intended to preclude Management from taking appropriate disciplinary and/or conduct action consistent with applicable 5 CFR 432 or 752 procedures.

**Subsections 3.a and 3.c**—The intent is to have Management deal with poor performance through initial discussions and, absent improvement, make the employee aware of the EAP program (i.e., refer them to the EAP). Throughout this process, the focus should be on the performance or conduct, rather than on what may be the cause.

**Subsection 3.i**—This subsection is intended to reflect current regulatory and case law on consideration of employees who are willing to seek treatment and their rehabilitation success on pending conduct and/or performance actions. Language is not intended to preclude Management from taking action.

**Section 4**—Emphasis is placed on the confidentiality of employee medical records, including those generated in conjunction with the EAP program.

## ARTICLE 27—SAFETY AND HEALTH

**Section 2**—Although there still may be an obligation to negotiate the plan, the substance of internal security practices are non-negotiable.

**Section 3**—First aid equipment requirements are found in FSH 6709.11, Sections 21 and 22.

**Subsection 4.c**—Negotiation means implementation procedures and appropriate arrangements to mitigate impacts to employees due to management decision to establish health services, offer preventative medicine opportunities, or offer of other local health and safety opportunities.

**Subsection 5.b**—For example, under his/her PFP, an employee may be granted administrative leave during the normal workday for fitness activities

or may arrange to work from 7:30 a.m. to 3:00 p.m., go home, and then be granted administrative leave for exercise performed from 7:00 p.m. until 8:00 p.m.

**Subsection 5.f**—CCCs are the primary units for which there are regularly scheduled night hours.

**Section 6**—The committee does not conduct or participate in accident investigations.

**Subsection 6.a**—“Fully participate” means that the Union operates in the same fashion as other members of the committee, except the Chair.

**Section 8**—“Applicable policy” would include Forest Service Manual, Handbook, and Job Hazard Analysis (JHA). The provision for Local negotiations is of the type and level of safety equipment identified by the JHA, not negotiations over the contents of the JHA itself.

**Subsection 14.e**—The intent of this subsection is to recognize the employees’ right and responsibility to suspend (stop doing) work whenever the environmental conditions have become so extreme that they pose an immediate danger to the employee that cannot be readily mitigated by protective equipment or technology. An “immediate danger” exists when there is a direct connection between the condition and the safety of the employee, and when nothing (time, equipment, or technology) is available to intervene and prevent injury or death to the employee. It is also the employee’s responsibility, where he or she has suspended work under this provision, to take prompt and reasonable action to communicate the situation to his or her supervisor, or his or her acting supervisor in the supervisors’ absence. Suspending work and removing oneself from immediate danger means protecting oneself from the danger at the worksite, but it does not mean leaving work. The employee is to otherwise remain on duty.

**Subsection 16.a**—For release of medical information/PII, the designation must be to a specific person, even if that person is serving as a Union representative.

“All documentation that is required by OWCP within the agency’s control” means that Management does not have to search out other information that OWCP might request.

If the employee is compelled to leave their place of assignment and has no transportation or is unable to drive, the Agency may take actions such as arranging transportation for the employee to reach their place of residence or medical facility for treatment.



Transportation may be by Government, public, or private means which may include emergency medical vehicles. Determination of the appropriate means of transportation or any other actions rests with the Agency.

**Section 19**—Hourly breaks away from the terminal are not rest breaks. “Diversion” means doing other work for 10 minutes each hour.

**Subsection 20.b**—The term “concerns” is not defined but could include confidentiality.

**Subsection 23.a**—The language “as otherwise appropriate for the protection of the employee” refers to situations where either a JHA is silent on the use of electronic communication equipment for employee protection or to situations where a JHA was not documented and a determination is made that electronic communication equipment is necessary to protect the employee.

**Subsection 23.b.(3)**—Information on SEND Units may be found on the FS web at <https://fsweb.wo.fs.fed.us/cio/land-mobile-radio/program-management/satellite-emergency-notification-devices-sends> The SPOT Messenger Implementation Plan may be locally modified to fit individual units need for local SOPs.

**Subsection 25.b.(1)**—Includes all safety investigations initiated at the Chief’s level and delegated to lower levels.

**Subsection 25.c**—This includes all reporting procedures including anonymous reporting through the electronic safety reporting system, reporting a safety story electronically or on paper, or any other report made to management. The intent is to capture and share the safety concern, recommendations, and actions.

**Subsection 26.b**—Another appropriate OSHA/worker-safety training session that fits the Parties’ intent is the current International Association of Machinists and Aerospace Workers safety training that is available for the Union safety representative. This safety training and meets the requirement that union time be representational in nature in order to be appropriate for official time. It is subject to release procedures under Article 5.

## ARTICLE 28—FIRE AND OTHER INCIDENTS

**Subsections 1.c and 9.a**—The Parties agree that all employees are subject to supporting incidents, depending on their abilities and qualifications, as needed. The Parties recognize “support” could be either direct (for example, assignment to an incident command) or indirect (for example,

performing administrative or other incidental tasks that complement agency suppression resources).

**Section 2**—The Union represents Bargaining Unit employees at all incident command posts, regardless of size or who runs the incident. The number of employees assigned to the incident is merely a trigger as to when the FSC Vice President must be notified.

**Subsection 6.c**—The list in Section 6.c is not all inclusive.

**Sections 10 and 11**—In making fire suppression support assignments, consideration will be given to personal hardship situations per Article 42. Such fire duties need not be reflected in the employee’s position description unless criteria contained in Article 14.1 are met.

## **ARTICLE 29—GOVERNMENT-FURNISHED QUARTERS**

**Subsection 1.a**—This subsection addresses the Union’s role in determining who is assigned housing. Management can unilaterally assign housing to an employee based on Management’s need to protect Government property or to render service to the public. This is called “required occupancy” and, when Management does so (which is rare), the rules and policies about use of the house are considered to be conditions of employment and are, therefore, negotiable if the employee is in the Bargaining Unit. For remaining housing units without required occupancy, Management is obligated to locally negotiate a housing-occupancy policy, if requested by the Union, because the question of which employee is offered (and voluntarily chooses whether to occupy the unit) occupancy of the house is still considered to be a condition of employment. However, further rules and policies regarding use of Government-furnished quarters are not usually considered to be affecting conditions of employment and therefore are not considered to be negotiable under the Statute. Once an employee voluntarily occupies Government housing, the relationship is considered to have changed from employer-employee to landlord-tenant. The last sentence uses the word “may” to reflect that Management is not obligated to negotiate the rules or policies.

## **ARTICLE 30—EMPLOYEE TRAINING**

No Annotations

## **ARTICLE 31—LABOR-MANAGEMENT TRAINING**

This Article has been largely simplified. There is no longer a Training Catalog or Local Training Plan.

Release for attending Union-Sponsored Training is handled through release procedures in Article 5.

## **ARTICLE 32—WORKFORCE RESTRUCTURING AND PLACEMENT SYSTEM**

**General Comment**—All sections of this article were substantially rewritten and reordered as of the 2016 contract. The title was changed to Workforce Restructuring and Placement System (WRAPS) to reflect that the WRAPS and Pre-WRAPS processes are not simply for the purpose of workforce reductions. The competitive areas were changed, the use of identification areas has been eliminated, and the standard default commuting area has been expanded. The Parties also incorporated use of the WRAPS process to increase placement opportunities for employees affected by reduction in force (RIF).

**Section 1**—This section provides a “Pre-WRAPS Process” whereby units who are planning to reorganize have the option of developing a plan that enables the movement of employees into a new organization by reassignment without first formally identifying which employees are subject to displacement under Section 4. This section has been changed to state that parties “at the appropriate level” may use the Pre-WRAPS Process. This recognizes that the National Parties may also develop and use Pre-WRAPS for organizational changes that affect multiple regions. The national rules, also referred to as Pre-WRAPS criteria, have been rewritten and are included as an addendum to the Annotation for this article. The only significant change from the previous version is that intermediate-level plans no longer require national-level approval.

The scope of the Pre-WRAPS process may extend beyond changes to the organization to include employees affected by downsizing. Although “downsizing” frequently follows and is linked to “changes to the organization,” there are still occasions when there is downsizing not linked to a change in the organization or when there is downsizing that must be accomplished after a change(s) to the organization had been implemented because there are more employees than there are positions in the “new” organization. The intent is that the parties at the appropriate level may use the Pre-WRAPS process to attempt to first place their employees in positions within their own organizations prior to downsizing.

Plans developed at the local or intermediate levels must follow the rules established by the National Parties, which are intended to ensure overall consistency between plans, and be in compliance with Forest Service

Handbook (FSH) 6109.12, 23.2 “Order of Consideration When Filling a Vacancy.” Nonetheless, it is expected that each Pre-WRAPS Plan will be unique to the situation that precipitated it. A plan for several units within a region, but not all units, is still considered to be a plan at the intermediate level. It is the expectation of the National Parties that pre-WRAPS plans are to be a product of a collaborative effort by the parties at the appropriate level. Any provisions of such plans are not precedent setting for any other pre-WRAPS plans. Pre-WRAPS plans developed at the local level must be submitted to the intermediate-level parties for approval.

Under the Pre-WRAPS criterion 4, plans involving two or more intermediate-level Parties need the approval of all the intermediate-level parties involved. However, this is not meant to preclude negotiating such plans on a national level, in which case intermediate-level party agreement is not required.

When employee placement under a Pre-WRAPS Plan has been completed and there are still employees to be displaced, then the identification and placement procedures of Article 32 will be used unless Management then determines to implement RIF and WRAPS concurrently, or carry the position through attrition. It does not change the intent of Section 3 wherein Management decides which positions to abolish, but rather recognizes that a Pre-WRAPS Plan is a placement plan for employees affected by changes to the organization and downsizing (abolishment of positions) and that there may be occasions where, despite best intentions, there are still employees left to be placed (to be displaced) after the Pre-WRAPS Plan’s placement efforts are concluded.

**Section 2**—The Parties agreed that for understandability it was best to describe what the WRAPS system was intended to do and to provide definitions of key terminologies.

**Subsection 2.a**—The terms “affected employee” or “subject to displacement” are used in place of the term “surplus” because employees found the term “surplus” offensive. Their meaning and intent however are not changed, and employees “subject to displacement” are those meeting the definition of “surplus” in 5 CFR Part 330 Subpart F.

**Subsection 2.b**—The term “vacancy” is defined both to provide consistency with the definition in 5 CFR Part 330 Subpart F, and Agency policy in FSH 6109.11 Chapter 20.

An affected employee is entitled to placement priority to appropriate positions in their commuting area that are expected to last longer than 120 days. The affected employee’s position of record and career tenure do not

change if they are placed in a position that might otherwise have been filled under temporary (not to exceed 1,039 hours) or “term” hiring authorities. The Parties agreed that placing employees outside their commuting area on a time-limited basis would meet neither employee nor Management interests and could result in incurring unnecessary transfers of station. Further, the Parties agree that an affected employee placed in a short-term position of less than 1,040 hours (6 months) should not be denied priority consideration for more permanent placement opportunities.

**Subsection 2.c**—The competitive areas have been changed. A competitive area is defined based on the administrative subdivision of the agency (Unit) and commuting area. The previous competitive areas were based entirely on administrative subdivisions. The emphasis is now placed on commuting area. The term, “Identification Area,” and its use in the identification process has been eliminated.

**Subsection 2.c.(10)**—Provides the parties faced with having to identify employees subject to displacement in nonstandard organizations the option to establish competitive areas to better fit their needs. Setting of such competitive areas is only for identifying employees under Article 32 (has no effect on RIF under Article 35). In changes from past practice, both parties do not have to agree to negotiate, but either party may initiate the negotiation, the results of which are only approved at the national level. Parties are cautioned to consider effects of applying nonstandard competitive areas in WRAPS if a RIF may be implemented soon afterwards.

**Subsection 2.d**—Commuting area is as defined in Article 35 Subsection 8.d. (Also see discussion in Annotation for Article 35.) The commuting area is critical to both the identification and placement procedures in WRAPS. It is a single definition but its application may be different in each context.

When commuting area is applied in the context of defining a competitive area for the purpose of identification of affected employees, the competitive area is limited by the administrative subdivision of the agency (for example, a Forest) that is abolishing a position, even if there are two or more administrative units that share a common commuting area or in some cases share a common duty station.

Though uncommon, the Parties recognize that when a unit is utilizing commuting area in establishing competitive areas, there may be duty stations of that unit which could be included with more than one other duty station because the commuting areas overlap and not all of the duty stations involved fall within a common commuting area. When dealing with such situations, first consider which duty stations have the most functions

in common. Second, consider which grouping would provide the greatest opportunity for competition in the retention/identification process.

For example:

Duty Station: “A” ← 30 mi → “B” ← 45 mi → “C”

(28 FTEs) (27 FTEs) (16 FTEs)

(FTEs = Full time equivalents)

(Duty stations “A,” “B,” and “C”). “B” is in the middle and clearly within the same commuting area as both “A” and “C,” but “A” and “C” on opposite ends, could not reasonably be considered to be in a common commuting area due to distance and/or travel routes.

Scenario 1: “A” is a forest supervisor’s office, “B” and “C” are ranger district offices. “B and C” would most likely share the most functions in common and would provide the greatest opportunity for appropriate competitive level groupings.

Scenario 2: If “A,” “B,” and “C” are all ranger district offices, the intent and expectation is that the smallest of the units (“C”) would be included with “B” in order to provide the greatest possible opportunity for employees of the smallest district to have competition for retention.

When commuting area is applied in the context of placement procedures, it is not limited by the competitive area (that is, by an administrative subdivision of the agency). An affected employee receives equal priority consideration for vacancies in the local commuting area regardless of administrative subdivision. When there are two or more administrative units (that is, competitive areas) that share a common local commuting area, or in some cases even share a common duty station, those units will adhere to a common local commuting area definition. (See Subsection 5.d.(1) for further discussion of placements within the local commuting area.)

**Subsection 2.e**—The definition of “competitive level” has not changed. OPM’s definition will continue to be used, both in this article and in the referenced Article 35 (Reduction in Force) and the Annotation thereto. Though not specifically stated, Management recognizes its obligation to reaffirm the accuracy of PDs, classification, and competitive-level assignments of both existing encumbered positions prior to applying identification processes and for new positions prior to placement of employees into them.

**Section 3**—This section contains the list of reasons for which Management can decide to eliminate an encumbered position. Management’s decision is the starting point of the process under which affected employees will

be identified under Section 4. It also sets a specific time limit (that is, “the current or next fiscal year”) that a position must be abolished in order to trigger the identification of affected employees. Positions that may be identified for abolishment beyond the next fiscal year would not result in employees being identified for placement in the WRAPS system. As recognized in the employee identification process set forth in Section 4, the affected employee may or may not occupy the position to be abolished.

This section reflects Management’s obligation to use, and document, a systematic process typically used in the unit’s program development, planning, and budgeting process to identify the position(s) to be abolished. The intent is to provide a solid basis and rationale for identifying those positions and to provide the information necessary to meet the notification requirement in Subsection 4.b. The Civil Rights Impact Analysis (CRIA) requirement is highlighted to ensure it is completed as part of the assessment process.

**Section 4**—This section contains the identification procedures used to determine which employee(s) are affected by the abolishment of position(s), and also sets the minimum notification requirements. It has been substantially reordered and rewritten. The Parties recognized that there may be situations when both WRAPS and RIF are necessary, and this section clarifies that RIF identification procedures take precedence over those in WRAPS once the management unit involved has declared a RIF. Though not specifically stated, if WRAPS procedures have been applied and there is a subsequent application of RIF procedures, employees involved in the RIF will be removed from WRAPS prior to issuing RIF notices and RIF rules would be used in identifying employees to go on WRAPS. The only exception to this would be an employee who is on the WRAPS list and has accepted a voluntary offer of placement outside the affected competitive area and who declares a wish to continue the placement action. Such subsequent application of RIF procedures may change which employee(s) are affected for WRAPS placement purposes. For this reason, the unit and the parties at that level are cautioned to appropriately analyze the likelihood of the need to RIF in order to minimize the possibility of having to “undo” WRAPS actions.

**Subsection 4.a**—This subsection sets the order of precedence that is to be used in determining which one(s) of a group of employees (competitive level) is affected by the abolishment of the position(s). It provides the opportunity for one or more employees in the same competitive area and competitive level to voluntarily offer in writing to retire, resign, or be designated as being subject to displacement. In a departure from previous agreements, it is recognized that if the employee’s offer of any one of the

options is accepted by Management, it constitutes the employee's binding agreement. When Management receives more offers than there are positions to be abolished in that competitive area and competitive level, consideration will be given based on seniority, with the employee with most service considered first. Consistent with case law, the action may be considered irrevocable based on potential impacts on other employees and agency costs associated with maintaining employees in positions. Case law has also found that catastrophic, life-changing events may justify that the employee be released from the agreement. The Parties have established a basic timeframe for the effective date of retirement and resignation actions. The 75-day timeframe approximates the length of time the unit abolishing the position could normally expect to effect a placement of the affected employee if the employee had been registered in the WRAPS. The Parties also recognized, and provided for, circumstances where the unit may be willing to retain an employee who is resigning longer than the basic 75-day timeframe to accommodate the employee's needs. This same flexibility was not specifically added for those who decide to retire, but when setting effective dates, units should review prospective retirement dates of employees' offers and take care not to miss opportunities to reduce impacts on other employees. The possibility the unit may be simultaneously conducting RIF, and only using WRAPS to increase the placement opportunities for the affected employees, has been recognized and incorporated in the order of precedence.

**Subsection 4.b.(1)**—This notification is made after the management unit has received approval of its request to abolish encumbered positions. The intent of this notification is to serve as a “canvass letter” and to provide the employees with the basic information they will need, in sufficient detail, to make informed choices and begin planning for changes in their professional and personal life. The employee responses to this notice are used in the identification process in Subsection 4.a. The expectation of item (i) is that Human Resources (HR) will provide reasonable and timely counseling and/or access to additional resources necessary to answer clarifying questions should the employee request additional information.

**Subsection 4.b.(2)**—This notification is provided to the affected employee(s) after identification procedures have been completed. The intent of this notification is to provide the affected employee with a specific explanation of the reasons the position was identified for abolishment (Section 3) and how that employee was identified using the process in Section 4.a. The intent of the notification is also to provide the employee with a briefing on WRAPS placement processes, what his or her entitlements are, and the opportunity to ask clarifying questions. The phrase “in person if possible” reflects the



National Parties expectation that reasonable efforts will be made to provide the affected employee a personal and private forum for the receipt of the notice and to also provide them the opportunity to meet in person with responsible Management official(s) regarding the notice.

An affected employee is entitled to reasonable amounts of official time and travel as may be required to accomplish the notification, counseling on benefits and entitlements, and completion of his or her registration and qualifications information. A permanent seasonal employee on his or her off-tour is entitled to be returned to pay status at the employee's election.

**Subsection 4.b.(2)(g)**—The WRAPS registration procedures and preregistration record are to be included as an attachment to the notice. The intent of providing this information at the time of the notification is to give the employee sufficient time to prepare his or her personal information for registration as described in the process in Subsection 4.c. The registration procedures information must include a detailed instruction for the employee's access to his or her record in the database and information that generally addresses the implications of data to be provided by the employee. The employee's preregistration record is a summarized record that will reflect the employee's basic employment information as contained in the employee's records at the National Finance Center and as contained in the employee's Official Personnel Folder (OPF). The purpose of providing the summarized record is to simplify and facilitate providing the employee with the opportunity to review essential information for errors and omissions, and to provide them with the opportunity to identify information they believe needs to be corrected. The employee's review of the preregistration record is not to be construed as replacing or in any way reducing the employee's right to access and review the content of their OPF if they choose to.

**Subsection 4.b.(3)**—The intent of this notification is to provide the Local Union the opportunity to meet its statutory obligation to represent the interests of the Bargaining Unit. It is not limited to copies of notices to Bargaining Unit employees. Copies of notices do not include any personal information attached to the notice. The information is to be provided at the same time, or as close to the same time as possible, as it is provided to the employee(s). The Parties recognize that there may be circumstances where delivery of a Subsection 4.b.(2) notice would not include a formal discussion.

**Subsection 4.c**—Clarifies that there is only one service-wide (national) WRAPS database and describes the basic procedures, timeframes for registration, timeframes for making changes in the employee's record, and access to the database.

**Subsection 4.c.(2)**—The employee will have access to their record in order to complete initial input of their basic work experience, location, and grade preferences; their interest in short-term, time-limited vacancies; and to identify any hardship and special needs they wish to have considered in the placement process. Geographic preferences may be as broad as one State or as narrow and specific as a duty station. Management is not obligated to offer a time-limited position of less than 1,040-hours (6-months) duration unless the employee has indicated in his or her registration record that he or she will voluntarily accept such a position. (Also, see Subsections 2.b and 5.c.)

**Subsection 4.c.(3)**—The employee has the opportunity to provide any updated and current experience, education, and training information to be considered by Management in determining the job series and specialties that the employee is qualified for. Though not required, it is recommended that the employee provide a resume or bio-sketch to facilitate qualification determinations, and that the employee's HR contact provide counseling and assistance to the employee in completing his or her resume. The offer to communicate with their HR contact will be made, but the employee will be expected to request and schedule these discussions. Implications of choices made by the employee in completing his or her employee data record will be explained to each affected employee who requests such communication by the HR contact after their review of the completed data record. Only the national, centralized WRAPS HR contact(s) will have access to enter and/or edit the occupational preferences, based on qualification determinations.

**Subsection 4.c.(4)**—This subsection sets the basic 14-calendar-day timeframe for the employee's completion of his or her data record as described in Subsections 4.c.(2) and 4.c.(3). This timeframe is measured beginning on the day following the employee's receipt of his or her Subsection 4.b.(2) notice ("formal WRAPS letter"). The intent is that both the employee and Management are expected to be timely and responsive in meeting their respective obligations in the notification and registration procedures. It is also expected that the employee will have received the information and specific counseling required for them to make informed choices in completing his or her record. It also recognizes that either the employee or Management may be affected by circumstances beyond their control that prevent completion of the registration record within the timeframe and provides for appropriate extension prior to activation of the record in the WRAPS database. The party requesting the extension must notify the other party. The Section 5, 60-day voluntary placement period begins on the calendar-day following activation of the employee record.

**Subsection 4.c.(5)**—After completion of his or her initial data record, the employee will have “view” access to his or her record at any time. The employee’s edit access will be limited to his or her location and grade preferences, and his or her special placement needs during the 3-workday window. Although not stated in contract language itself, the Parties’ intent is that if the employee is prevented from accessing his or her record directly, for any reason, during the 3-workday window, either the window will be adjusted or he or she may request that changes be input to his or her record by the HR contact. Also, this subsection clarifies that only the HR contact will have edit access to the occupational series, based on qualifications.

**Subsection 4.c.(6)**—This subsection is a change from previous practices where the Union, at any level, had to request a copy of the WRAPS list. Designated officials at the national level of the Union will now have read access to the WRAPS database at any time.

Distribution of WRAPS information from the national level to the intermediate and local levels of the Union will be “sanitized” and limited to only the basic summary information such as numbers, series, grade, unit, work schedule, “days on list,” mobility/location preference, etc.

**Section 5**—The placement procedures have been substantially rewritten and reordered from the 2000 Master Agreement article. The Parties have incorporated several new considerations that are intended to ensure certain basic requirements of 5 CFR 330 Subpart F and G, are met, and also to provide more timely procedures for the offer and acceptance/declination processes.

**Subsection 5.a**—This subsection sets the tone and intent for Section 5. The phrase, “counseled and afforded every opportunity,” means that both employees and Management work in a shared effort to find placements that meet both the needs of Management and the employee. The Federal Travel Regulations, Forest Service past practice, and Forest Service manual direction consistently support transfer of station payments.

**Subsection 5.a.(2)**—The phrase “may consider” reflects that this is not an employee entitlement, and it is entirely at Management’s discretion to apply or not apply these options for filling any given vacancy based on Management’s “job-related” determination of its need to have a fully qualified employee in that position. The term “retraining” has been added to reflect that it is also a Management option. The phrase “a specified period up to 365 days” reflects both that there may be legitimate job-related reasons for a shorter timeframe and that the Parties intend that the timeframe be identified in advance so that both the affected employee and the receiving

unit have a clear understanding of when the employee will be expected to be at a full performance level in the offered position.

**Subsection 5.b**—The phrase “and explanation of” obligates Management to provide affected employees with information about, and specific orientation to, the various external placement assistance programs and available Workforce Investment Act benefits.

**Subsection 5.c**—(Also see Subsection 2.b.) This subsection makes a clear distinction between time-limited vacancies of less than 1,040 hours and those expected to be longer in duration. It clarifies procedures for further/future placement priority when an affected employee has been placed in a time-limited position within his or her commuting area.

The Parties’ intent here is to not limit the employee’s voluntary opportunities to be placed in a position without time limitation. When placed in a time-limited position, the affected employee’s career tenure and position of record are not affected.

It is also the Parties intent that the time-limited nature of the position predetermines that the position will eventually be abolished. It would not be necessary for the Management unit in which the affected employee is placed to follow the identification procedures in Sections 3 and 4 in order to provide the affected employee his or her WRAPS priority placement consideration, or discontinued service retirement, when the time-limited position is coming to its end. However, if there are further changes to the organization, which require the application of WRAPS or RIF identification and placement procedures while the employee is in such time-limited position in that organization, the employee must not be excluded from those processes. The composition of the tenure of employees in the competitive level may have changed during the time-limited assignment, or RIF may have been declared, and the employee’s retention and assignment rights must be considered in the new context.

**Subsection 5.d**—This subsection has been revised and renumbered from the 2000 Master Agreement article. It shows the relationship, sequencing, and methods for making placement offers under the WRAPS. Consideration by SCD applies to all three priority levels. For placement purposes, “matches within the same nationally established competitive level” also applies to all three priority levels, and purposefully does not consider further subdivision of the competitive level by either suffix code or regional supplement. Note that the option of modification of qualifications is only included at 5.d.(1)(g). The intent here is to reinforce the Parties’ long-standing preference for local units to “take care of their own.”

**Subsection 5.d.(1)**—Emphasis remains on considering placements within the identified employee’s local commuting area first to minimize transfers of station. When applied in the context of the placement procedures, a commuting area is inclusive of all agency duty stations in that commuting area, regardless of administrative subdivision. So, the abolishment of a position and identification of an affected employee does not cross administrative boundaries, but the placement priority for that affected employee, within the commuting area, does cross administrative boundaries. (See section 2.d. for further discussion of commuting area.)

**Subsection 5.d.(3)**—Offers may be made of affected employees from locations outside their preferences either as a firm offer, or as a contingent offer. Firm offers outside the employee’s preferences do not count against the limitations in 5.e(7). Employees may also receive directed reassignments outside their preferences consistent with 5.f.

**Subsection 5.e.**—This subsection introduces several new and significant changes from the 2000 Master Agreement article regarding how and when placement offers are made and how they are accepted or declined. A key point that has not changed is that only offers will be made to the employee; “inquiries” and “outreach” communications to WRAPS employees from receiving units are not appropriate and should not occur.

**Subsections 5.e.(1) through (6)**—Offers are made to the employee through appropriate Line officers of the employee’s home unit, in conjunction with HR. The expectation of the Parties is that local managers and their affected employees are responsible to make reasonably suitable arrangements to permit timely communication of offers. “Contingent offer(s)” is a new concept, allowing concurrent offers to be made to multiple employees. The Parties intent here is to significantly reduce the time required for a receiving unit to either place a WRAPS employee or “clear WRAPS” when more than one WRAPS employee is qualified for the vacancy. The past practice of making offers consecutively, both unduly extended the timeframe of the offer and acceptance/declination process, in some cases it also prevented employee(s) from receiving an offer of voluntary placement that would have better met their preferences and needs. This new procedure allows a “firm offer” to be made to the employee with the highest assignment rights to the position, while at the same time offering the position to those with lesser assignment rights “contingent” on the acceptance or declination of the “firm offer.” So, an offer made to an employee with lesser assignment rights could change character and automatically become a “firm offer” (and count as such) if the employee(s) with higher assignment rights to the position declines the offer. “Higher assignment rights” refers to the priorities

established in 5.d. Employees are advised to treat a contingent offer as they would if it were communicated as a firm offer. The Parties have also formalized the timeframes for the employee's acceptance or declination of offers. The Parties' expectation here is that, at this point in the process, the employee has had sufficient lead-time to prepare themselves to make these decisions. The Parties also recognize that the employee may need some additional time to further research the local conditions of the location that is being offered. This is reflected in the difference between the response timeframes in (5) and (6).

**Subsection 5.e.(7)**—This subsection introduces another significant change in the offer and acceptance/declination process. It is, in effect, a forfeiture clause. The Parties consider three firm offers (including contingent offers that automatically became firm offers), which meet the employee's stated preferences, to be a reasonable effort on the part of Management. This clause does not necessarily preclude the employee from continuing to receive offers of voluntary placement, but the employee does relinquish the higher assignment consideration afforded them by 5.d(2) in the voluntary process. That is, the employee would only receive offers as if they were in category d.(3); he or she would receive offers for his or her preferred locations only after other WRAPS-listed employees with the same preference had received the offer and declined it.

**Subsection 5.e.(9)**—This subsection reaffirms and continues unchanged the minimum 60-day voluntary placement period provided in previous iterations of WRAPS. "Unless otherwise placed" means that the employee could be placed by those processes described in Section 5 of this article; or as the result of a determination that the subject position can be funded/retained in the current organization is removed from the WRAPS by the home unit; or through the operation of agency staffing functions (e.g., Merit Promotion Plan). It also includes, but is not limited to, action taken either by the employee (e.g., resignation, transfer, or retirement) or by Management (e.g., by RIF or removal for failure to accept a directed reassignment within his or her commuting area). The employee may continue to receive offers of voluntary placement beyond the 60-day minimum.

**Subsection 5.f**—This subsection introduces several new and significant changes from the 2000 Master Agreement article regarding how and when directed reassignments may be made from the WRAPS. It retains and reaffirms the past practice that all affected employees actively registered in the WRAPS for placement are subject to a directed reassignment.

**Subsection 5.f.(1)**—Incorporates into the WRAPS process Management’s statutory and regulatory right to reassign an employee within the employee’s commuting area at any time after the employee has been determined to be affected by the abolishment of a position. An “appropriate position” means a position at the same grade and tour of duty as the position from which the employee was displaced.

**Subsection 5.f.(2)**—Eliminates the past practice of directing the reassignment of employees based on which employee had been on WRAPS the longest. Directed reassignments now utilize the priorities established in Subsection 5.d. including consideration of the employee’s preferences and are based on seniority according to Service Computation Date (SCD)—most service first. Management will not initiate directed reassignments outside the local commuting area until after employees have been actively registered in the WRAPS for 60 days.

**Subsection 5.f.(4)**—The effective date for directed reassignments is the effective date of the personnel action and is different than the reporting date. This subsection recognizes that establishing the reporting date normally is negotiated between the gaining and losing unit and sets a minimum standard of 60 days. It also recognizes that, if agreeable to the employee, it can be a shorter timeframe.

**Subsection 5.f.(5)**—Sets the basic response timeframes for an affected employee to accept or decline a directed reassignment.

**Subsection 5.f.(6)**—The “return rights” provision of previous iterations of WRAPS has been changed, although the basic intent remains the same. As applied, “return rights” were at the employee’s option, but Management was obligated to contact the employee and offer the position. This new provision continues to be at the employee’s option, but places the responsibility on the employee to apply to the position and notify HR of their rights. “Former or like positions” means either the same position or clearly a successor to that abolished position previously occupied by the employee. Parties are encouraged to attempt to resolve disputes arising from application of this term at the local level. As necessary, the Parties will provide additional guidance on the definition of successor positions based on the types of disputes that may arise in application of this subsection, case law, and contract negotiation history. “Greater placement rights” refers to the “Order of Consideration When Filling a Vacancy,” that is attached to this Annotation.

**Section 6**—The Parties recognized that the specific provisions for monitoring of WRAPS are dependent not only upon interpretation

of the provisions of this article but also upon the actual application of the procedures. Therefore, the Parties have entered into a separate Memorandum of Understanding for the monitoring of WRAPS to allow appropriate changes, if necessary, for how the Parties accomplish the monitoring without reopening the MA article itself.

**Subsection 6.a**—It is understood that problems attributable to the WRAPS may be systemic (that is, inherent in and attributable to the actual process) or administrative (that is, attributable to improper execution of the process). Both Parties at the national level will have direct involvement in the monitoring process. The focus of language contained in Section 6 is systemic problems that, if identified, would require joint corrective action by the Parties. It is recognized that administrative problems would require appropriate Management-initiated action to ensure those responsible for proper program execution are held accountable and are, therefore, specifically excluded.

**Subsection 6.b**—When possible systemic problems are identified by intermediate level parties, they will be discussed at that level and, if determined to warrant further examination by the National Parties, will be referred to the Forest Service Partnership Council (FSPC). Problems identified by the Local parties should be referred to the intermediate-Level Parties for review and a determination whether subsequent referral to the FSPC will be made.

NOTE: Issues/questions the Union and/or Management have regarding Article 32 contract interpretation should be raised to the National Parties for clarification.

### **Pre-WRAPS Criteria**

The issue of a need to facilitate changes to the organization by moving employees internally through some procedure other than that required for employees subject to displacement under Article 32 (Workforce Restructuring and Placement System) of the Master Agreement has been recognized by both Management and the Union. This need is based on current and anticipated budgets as well as shifts in program emphases; the Forest Service will likely experience the need to adjust its organization.

The following criteria must be met by all plans developed for the purpose of permitting:

1. The reassignments
2. Repromotions
3. Voluntary change to lower grade



of employees in conjunction with changes in the organization PRIOR to using the WRAPS process found in Article 32. These criteria have been developed in partnership and approved by the Forest Service Partnership Council. These criteria (that is “rules”) are referenced in Article 32, Section 1 of the Master Agreement.

**Criteria for Establishing Pre-WRAPS Plans:**

- a. Any Forest Service unit may develop a “Pre-WRAPS” internal placement plan. “Units” may be no smaller than a competitive area defined under Article 32. The Pre-WRAPS Plan at a minimum applies to all employees within the defined unit affected by the planned changes.
- b. WRAPS-listed employees in the unit may also participate in the Pre-WRAPS plan while they continue to be available for placement under WRAPS rules.
- c. Reorganizations that result in no requirement to establish a new position description because the position in the new organization is identical to or 80% similar to that in the old organization should not be part of a pre-WRAPS plan. Employees in such positions are “moved” with their position into the new organization.
- d. Pre-WRAPS plans must be developed in writing. Such plans should be developed jointly by Management and Union. Local and Intermediate plans must be approved by both parties at the Intermediate level. Plans involving 2 or more Intermediate Level parties, need the approval of all the Intermediate-Level parties involved.
- e. Pre-WRAPS plans are not precedent setting.
- f. Pre-WRAPS Plans do not require a formal identification procedure. Positions to be abolished and affected employees will be identified in accordance with provisions of Article 32.3–4 and/or agency RIF regulations only after placements under a pre-WRAPS plan have been made and the pre-established ending date of the plan has passed or the pre-WRAPS plan cancelled. A unit cannot be implementing a Pre-WRAPS plan while simultaneously formally identifying which employees will be placed on WRAPS.
- g. Pre-WRAPS plans may cover more than one time period, but all such periods must be included in the approved pre-WRAPS plan, or an approved amendment to that Plan. For example, a unit may have an approved two phased Pre-WRAPS Plan, having an initial Pre-WRAPS period to effect reassignments in conjunction with

reorganization. Then, after the pre-WRAPS period ends, the unit may fill positions using competitive processes or WRAPS. At some point after the positions are filled competitively or from the WRAPS list, creating other vacancies on the same unit, a second phase of the Pre-WRAPS Plan may go into effect for a defined period of time, permitting additional reassignments.

- h. Pre-WRAPS plans must contain the following information:
  - (1) A general description of the scope and nature of the organizational changes;
  - (2) Old and new Management approved organization structures or staffing plans that include all of the positions involved;
  - (3) Plan goals;
  - (4) Placement procedures under the plan;
  - (5) Specific beginning and ending dates that encompass the minimum time necessary to achieve the Plan goals;
  - (6) If required, a Civil Rights Impact Analysis regarding the potential impacts of the placement procedures;
  - (7) If both bargaining and nonbargaining employees are covered by the plan, a statement about differences in placement procedures (if any) under the plan; and
  - (8) Employee communication plans.
- i. Laws and governmentwide regulations, applicable provisions of the Master Agreement, and higher priority placement considerations as contained in the FSPC-approved “Order of Consideration when Filling a Vacancy,” cannot be set aside.
- j. Positions are filled through pre-WRAPS procedures only by lateral reassignment, repromotion, voluntary change to lower grade, or voluntary tour reduction. Reassignments may be voluntary and/or involuntary. Procedures and arrangements will be developed by the parties and incorporated into the plan. Before making placements, consideration should be given to the potential impacts such actions might have on any other appropriate procedures used to accomplish employee placements, such as WRAPS or RIF procedures. For example, it would be very disruptive to the workforce of a unit which makes a number of placements under a pre-WRAPS plan and then goes into downsizing that results in the identification of the previously placed employees under WRAPS as being subject to displacement.

## ARTICLE 33—FURLOUGHS

**See also any applicable supplemental or subordinate MOUs. At the time of this MA, the applicable Supplemental MOU is the “2011 MOU – Emergency Furlough Due to Absence of Agency Appropriations.”**

**Subsection 12.b**—Although Management is obligated to notify the Union and negotiate procedures per Section 4.c, Management still has final discretion in determining whether furlough days will be consecutive or nonconsecutive. Language also requires Management to consider employee personal needs in determining which days will be worked during nonconsecutive furloughs. An additional obligation to bargain is incurred when Management, after the initial furlough notices have been given, finds it necessary to increase the number of days in the furlough.

**Section 13**—This section draws attention to the statutory restriction that prohibits furloughed employees from being used as volunteers to perform their regular work.

**Subsection 13.a**.—This provision applies to administrative furloughs only, and does not pertain to shutdown furloughs due to a lapse of appropriations. The intention is not to defer the furlough indefinitely for an employee on a hardship, but to give consideration to the timing of placing the employee in furlough status.

## ARTICLE 34—TRANSFER OF FUNCTION

Examples of appropriate topics for negotiations are the content of notices (within the guidelines), definition of local commuting area, other procedures of the transfer of function, and arrangements for the affected employees.

## ARTICLE 35—REDUCTION-IN-FORCE

**Section 1**—Recognizes that governmentwide regulations set forth in 5 CFR 351 are controlling for the basic processes and mechanics of conducting any Reduction-in-Force (RIF), and also provides for certain employee benefits. The singular citation of 5 CFR 351 is not intended to be, nor interpreted to be, exclusive or exclusionary. There are numerous governmentwide regulations in addition to 5 CFR 351, which further address employee rights and benefits applicable to RIF actions. Article 35 articulates the Parties agreement on a number of items for which the Code of Federal Regulations provides the agency discretion, but this article is not all-inclusive of the Parties agreements on RIF related issues. (See discussion at Subsection 1.e. below.) The Parties intent here is to narrow the scope of local and

intermediate level negotiations for any RIF by establishing certain provisions for the consolidated Bargaining Unit's.

**Subsection 1.a**—The disruption, costs, and regulatory requirements of conducting RIF dictate that RIF is not a decision to be made lightly. Management will avoid RIF through attrition, internal placements via the WRAPS, and cost reduction efforts whenever feasible, recognizing the decision to conduct a RIF is ultimately a Management right.

**Subsection 1.b**—This consideration may be applied only in the context of placement into a vacant position and has nothing to do with determining assignment rights involving encumbered positions. The phrase “may consider” reflects that this is not an employee entitlement, and it is entirely at Management's discretion to apply or not apply these options for filling any given vacancy based on Management's “job related” determination of its need to have a fully qualified employee in that position. The term “retraining” has been added to reflect that it is also a Management option. The phrase “a specified period up to 365 days” reflects both that there may be legitimate job-related reasons for a shorter time-frame and that the Parties intend that the timeframe be identified in advance so that both the affected employee and the receiving unit have a clear understanding of when the employee will be expected to be at a full performance level in the offered position.

**Subsection 1.c**—Reflects provisions of 5 CFR 330. The phrase “and explanation of” obligates Management to provide affected employees with written information about, and specific orientation to, the various external placement assistance programs and available WIA benefits.

**Subsection 1.e**—Reflects and recognizes that in addition to 5 CFR 351, policies and provisions of the USDA and Forest Service manuals apply. The Parties recognize that many of those policies and provisions carry a bargaining obligation but are not covered by Article 35. The intent is to provide the Parties the flexibility to address issues of any particular RIF at the appropriate level without reopening the Master Agreement.

Notwithstanding, the Parties recognition of the need to address locally specific issues through local negotiations, the Parties have agreed to certain RIF policies and ground rules as national agency-wide standards, which are documented in separate agreement and are provided as an attachment to the Annotation for this article.

**Subsection 2.a**—The Parties recognize that circumstances for prospective RIFs may limit Management's ability to furnish all the information listed in Subsection 2.a. at the time RIF authority is requested. However,

Management is still obligated to provide the information listed at least 75 days prior to the RIF effective date. The Parties also recognize that the timing and content of this notice is sufficient to meet the intent of Article 11 notice and it would be redundant to require both.

**Subsection 2.c**— “Other RIF documents” could include, but are not limited to the agency’s justification for the RIF, exceptions to the normal order of release affecting that employee, any ground rules developed for that specific RIF, and benefits information.

**Subsection 3.c**—If permissive rights are negotiated in a specific situation, such an election does not constitute an election by Management to negotiate permissive rights in any other situation including situations on that unit. Similarly, this subsection does not bar Management from negotiating on its permissive rights in other specific situations.

**Section 4**— “Early out” refers to Voluntary Early Retirement Authority (VERA).

**Section 6**—The employee’s OPF is used as the exclusive information basis for making determinations of any RIF actions, so the accuracy and currency of the contents of the OPF is essential. Accurate documentation of the employee’s entire employment history, training, and education are critical in determining the employee’s placement opportunities and other benefits. In addition, it is important, though not required, for the employee to provide an up-to-date resume or bio-sketch to be used in determining his or her qualifications should it be necessary for Management to consider offering the employee placement into a vacant position. Management may provide the employee a summary of “RIF essential” data contained in the employee’s OPF, which is an optional method of allowing the employee to check the accuracy of the data, however this does not replace or reduce the employee’s right to have access to his or her full OPF if the employee chooses to do so.

**Section 7**—The phrase “during the life of the RIF” means the entire time frame during which RIF actions are being determined and implemented.

**Subsection 8.a, b, and c**—It is recognized that FLRA case law states that competitive areas are nonnegotiable, but that the Parties have agreed to engage in predecisional discussions when changes to the competitive areas are planned or proposed.

**Subsection 8.d**—This subsection sets a new standard “default” commuting area of 49 miles, which reflects recent changes in the Federal Travel Regulations. The commuting area is measured from the duty station, not the employee’s residence. It also empowers the Parties at the affected level to negotiate and describe local commuting area if the default definition does

not fit their local conditions. If the Parties cannot agree on a nonstandard local definition, they are required to use the standard definition. If they agree, their agreement on a nonstandard definition is subject to higher-level approval. The key consideration is contained in the first sentence in the phrase “can reasonably be expected to travel back and forth daily.” Thus, the Parties intent here is not to be construed to mean 49 air miles, or simply drawing a 49-mile circle on a map. An example of one of the criteria Parties might consider in local negotiations is that the commute would, in most situations, be via year-round publicly maintained road systems. Though uncommon, it may be quite normal and reasonable in some locations for a commute to include forms of transportation other than via automobile, for instance, a ferry system, or commuter train.

**Section 10**—This section provides priority reemployment to employees separated through RIF, recognizing the offer for reemployment is subject to any listing established by the Parties, in the “Order of Consideration When Filling a Vacancy” (FSH 6109.12 Chapter 20) that ranks the order of methods used to fill vacancies.

### **Reduction-in-Force Policies and Ground Rules**

This document supplements 5 CFR 351 by addressing policy decisions needed in areas in which the Forest Service has discretion in conducting a Reduction-in-Force (RIF). These policies, along with language in negotiated agreements and information specific to a given RIF, will serve as the agency policy and ground rules for RIF.

### **Competitive Area**

The competitive area consists of all positions in a Forest Service unit under separate administrative authority in the local commuting area. Forest Service competitive areas are included in Appendix D of the Master Agreement between the Forest Service and Forest Service Council of the National Federation of Federal Employees and will also be posted on the Forest Service Human Resources Intranet Website.

### **Commuting Area**

One or more population centers in which employees can reasonably be expected to commute to and from work every day. Normally, the commuting area is within 49 miles of the duty station unless the Parties negotiate a different area based on local commuting patterns.

### **Prohibition on Use of Pre-WRAPs in RIF Situations**

Pre-Workforce Restructuring and Placement System (WRAPS) should not be used when a RIF is anticipated within the same competitive area. If a unit

has begun a pre-WRAPS plan and then identified that a RIF will be needed, the pre-WRAPS plan must be halted as part of the personnel action freeze.

### **Use of WRAPS**

When RIF and WRAPS are implemented simultaneously within a given competitive area:

- a. RIF procedures will be used to identify the affected employees for RIF and the same employees will be the affected employees in WRAPS.
- b. RIF procedures will be used for placement of affected employees within the competitive area. If there are vacancies within the competitive area that will not be filled through RIF, WRAPS procedures will be used as appropriate.
- c. WRAPS procedures will be used for placement of affected employees outside the competitive area, but RIF timelines will take precedence.

If employee(s) had been registered in WRAPS at the time that a unit determines that a RIF is going to be needed in the competitive area, the unit must first consider whether the abolishment of the position that necessitated the WRAPS listing should be included in the list of abolished positions under RIF. Further, even if the unit would not otherwise include the position abolishment under RIF, the unit must identify the RIF impacts to see if the individual(s) identified under WRAPS will be affected by the bump and retreat process of RIF. If so, the RIF procedures will also be used to identify the affected employee(s) for the WRAPS listed employee(s).

### **Buyout and/or Early Out Exclusion**

1. Voluntary Separation Incentives Program (VSIP).
2. Voluntary Early Retirement Authority (VERA).
3. See 5 CFR 351.202 (c) (3) for further information about classification actions.

Any employee who has been granted a buyout /early out, but is being retained for a designated period, will not be included in a RIF of their competitive area. The position occupied will be considered an abolished or vacant position.

### **Holiday Exclusion**

Neither issuance of specific RIF notices nor RIF effective dates shall occur in the period of December 15th through January 5th of any year.

## **Performance Appraisals**

The three most recently completed annual performance ratings of record during the 4-year “Look-back” period are used for crediting performance during RIF.

**Look-Back Period:** A 4-year period looking backwards from an established cut-off date. It is used to establish what performance appraisals will be considered in a RIF.

**Cut-Off Period:** To be credited for use during a RIF, the Servicing Human Resources Office (SHRO) must have received the appraisal document at least 30 days prior to issuance of specific RIF notice. A specific cut-off date must be established for each RIF and publicized to employees. No appraisals received after that cut-off date will be used to determine retention standing.

**Modal Rating:** The Forest Service modal rating pattern for performance appraisals is “Successful” and is credited with 12 years of additional service credit. Any employee who has received no ratings or less than three in the “Look-back” period will be credited per the instructions in 5 CFR 351.504(c)(2).

When employees have performance ratings from other agencies during the “Look-back” period, they will have all successful ratings or above credited with 12 years additional service per 5 CFR 351.504(e).

### **Personnel Action Freeze**

Any competitive area in which a RIF is anticipated will be frozen at least 60 days prior to issuance of a specific RIF notice and will remain frozen until the effective date of the RIF. This freeze also includes all vacant positions at or below the grade of the highest competing employee in the RIF.

During the freeze, the SHRO will only process emergency, temporary personnel actions related to fires, floods, national emergencies, and other actions as defined by the Washington Office. The organizational freeze includes all accessions, movements, tour changes, and classification actions.<sup>3</sup> The RIF retention register must be projected forward to the effective date of the RIF for actions such as changes in tenure, career ladder promotions, separations, and other actions that would affect an employee’s RIF retention standing. Employees on details and temporary promotions will be included in the RIF based on their positions of record (their current permanent position).

During the RIF period, career ladder promotions<sup>4</sup>, court-ordered actions and actions ordered by a third-party agency (such as an Equal Employment



Opportunity Judge's order, Office of Personnel Management classification appeal decision, etc.) will not be subject to the freeze.

Supervisors must prepare the usual personnel action requests for career ladder promotions.

Exceptions to this freeze may be requested of the line officer who initially authorized the RIF, but are expected to be rare.

Although recruitment actions are frozen, they still need to be submitted so that those vacancies can be used appropriately in the RIF.

No Assignment Rights for Temporary Employees, Reemployed Annuitants, and Term Employees

In Round 1 of RIF, all temporary employees will be released from the competitive level before any permanent employee is released from that competitive level. Reemployed annuitants serve at the will of the local line officer and thus are treated like temporary employees. In Round 2 of RIF, tenure group III employees (term employees) will have no assignment rights.

### **Exceptions To Order of Release**

All exceptions, and the reasons for exceptions, must be documented on the retention register. The mandatory exceptions for release of returning military employees and for retirement or continuation of health benefits are defined in (5 CFR 351.606). All other temporary or continuing exceptions provided for in RIF regulations must be approved by the line officer who approved the RIF and should be rare. Exceptions must be maintained as part of the permanent RIF files and notices given consistent with 5 CFR 351.608(g). Exceptions to the "undue interruption" criteria used in RIF placement decisions may be granted only when filling vacant positions. Such vacancies should be identified to every extent possible prior to issuing RIF notices.

### **Tiebreaker**

When two or more employees have identical retention standing and a tiebreaker is needed, a predetermined random number generator will be used and compared with the last digit of each individual's Social Security number. The employee whose last digit is closest match to the random number will be considered to have the higher retention standing. If the last digits are equally close, the next to last digit of each employee's Social Security number will be used, and so on, until the tie is broken.

### **Qualifications Deadline**

Any additional information an employee wishes to submit regarding his or her qualifications must be received by their SHRO by the cutoff date

established by the SHRO for the RIF. Employees will be notified of the cutoff dates established for the RIF and have at least 14 days before the deadline for receipt of qualifications updates. Any Bargaining Unit officials for the competitive unit(s) involved will receive a copy of the notice at least 1 full day prior to the notice to employees. Additional informational material will generally be accepted up to 30 calendar days in advance of the specific RIF notice; however, changes in tenure group status may be accepted up to the effective date of the RIF.

Employees are encouraged to create a profile in USAJobs and use the generated resume as an attachment to their WRAPS registration, to facilitate qualifications review. Other forms of qualification/application material such as an OF-612, SF-171, or other form of resume will also be accepted.

### **Subject Matter Expertise**

Subject matter experts may be asked to provide advice in making qualification determinations. All determinations will be based solely upon evidence found in official personnel records. Official personnel records include those in a RIF file that is established for each affected employee that may contain records (e.g., resumes) that do not belong in the Official Personnel Folder.

### **Use of Vacancies**

- a. Permanent vacancies (including those that might be filled at less than full performance level or have previously been filled as virtual positions) will be identified prior to initiating a RIF. If a vacancy will not be available for offers (e.g., line officer positions) the reasons for excepting the position will be maintained in the unit's RIF file. A list of positions available for offers will be provided to the local Union official (if any) at the beginning of the RIF.
- b. Permanent vacancies within impacted competitive levels will be used in Round 1. Vacancies that remain unfilled after Round 1 will be offered in Round 2.
- c. Vacancies, regardless of work schedule or grade, that remain unfilled after completion of Round 2 of RIF, may be offered to affected employees in lieu of separation-RIF. When more than one employee is available for placement, positions will be offered in retention order.
- d. Employees separated in RIF may be re-employed in temporary vacancies only after a
- e. Three-day break-in-service. A temporary need related to the positions that are being abolished will be handled as an exception to

the order of release and not as a temporary position. (See Exceptions to Order of Release section.)

- f. When a supervisor/manager in an area undergoing RIF has a vacancy in a position outside the competitive area, the manager has the discretion to identify the position as a virtual position or as a position within the commuting area (in which case it may constitute a valid job offer) or identify it in some other location.
- g. Exceptions to the “undue interruption” criteria used in RIF placement decisions may be granted only when filling vacant positions. Such vacancies should be identified to every extent possible prior to issuing RIF notices.

Note: In order to identify all appropriate vacancies, line managers are accountable for assuring that all vacancies to be filled are presented on an SF-52 to SHRO during the RIF period. Vacancies not filled in RIF will be subject to placement from the Reemployment Priority List and other priority placement mechanisms after the RIF.

### **Content of RIF Notices**

The Parties at the national level will agree on the language of general and specific RIF notices prior to their being issued. Local Parties may supplement the general letters with required local information (such as contact information).

### **Delivering the Specific RIF Notices**

The lowest level line officer of the affected unit or another appropriate Management official will deliver the specific RIF notices to his or her affected employees. Supervisors should make every effort to ensure employees are present on the delivery date of the notices, including canceling leave as appropriate.

In the event an employee is not present at his or her duty location on the day the specific RIF notices are issued, the notice will be sent via certified mail with a copy sent via regular first class mail to the employee’s legal address of record. A 5-day delivery timeframe will be presumed, even if the employee refuses to accept the letter or claim/pick up from the Post Office.

### **RIF Offers**

Employees will have a response time of 3 workdays to accept or decline RIF offers. The 3-day clock starts at 5 p.m. on the day of personal delivery of notice by Management official. If the notice is mailed, the employee’s 3-day response period will begin on the fifth day following the date on the letter.

## **Exemptions from RIF**

Management shall have discretion to determine whether an excepted service RIF will also be run in the competitive area undergoing a RIF. Presidential Management Fellows and Fire Apprentices, regardless of the appointment authority they are hired under, shall be exempt from RIF. Positions that are formally designated developmental (e.g., grades 5-7 entry level) shall also be exempt if they meet the Office of Personnel Management (OPM) criteria. Two-grade interval positions are generally developmental at the GS-5-7 level but must be reviewed to ensure that formal designation is appropriate. Only those employees that are on a formally designated detailed training career plan will be exempt. Employees in developmental positions that do not have detailed career plans will be included in the RIF. This does not include all general career ladder positions, such as those advertised at GS-11-12. Units will not delay promotion to the target level for the sole purpose of avoiding RIF. Units undergoing RIF will keep a list of all such positions and will make it available to local Union officials (if any) upon request.

We note that Pathways Interns that are converted to competitive service will be included in the RIF. Once Pathways Interns have been converted they are not considered “formal trainees” under OPM regulations.

## **Policy of Least Disruption**

The policy of “least disruption” will be used in RIF. This means:

- a. In Round 1 there will be no intervening displacements. When the position abolished is occupied by someone other than the individual at the bottom of the competitive level, the employee in the abolished position will be reassigned to the continuing position occupied by the person with the lowest retention standing, with the exception of the Holland, Hatrick, and Richardson v. Army Merit System Protection Board decision. This case directs agencies that, notwithstanding a policy of least disruption, tenure group I employees will not be placed in term or other nonpermanent positions held by tenure group III employees, if the same competitive level includes tenure group II employees.
- b. In Round 2, when both a vacancy and occupied position at the same grade level are valid offers, the vacancy will be offered. If more than one vacancy is a valid offer, any of the available vacancies may be offered.
- c. When two or more occupied positions at the same grade level are possible offers for placement, the offer will be made to the position

occupied by the individual with the lowest retention standing (with the Holland Decision, 84 MSPR 269, as an exception to policy).

### **Lines of Progression**

Lines of progression that are used for applying the bump and retreat rights of individuals in RIF will be specific to the competitive areas. For example, if a competitive area applies “one-grade interval” to the GS-462 series for some kinds of positions, they have set a precedent (past practice), and must continue this practice into the RIF. Conversely, if a given position or type of position has previously been filled as a GS-462-8/9/11 within the competitive area, the line of progression for that position would not include GS-10. However, new vacancies created would follow current agency direction (not to establish 2-grade interval career ladders within single grade-interval positions).

### **Records Retention Requirements**

All records relating to a RIF must be retained for at least 1 year after the date that specific RIF notices are issued.

### **Auto RIF**

Management agrees that the Union may have up to three Union members attend the Auto RIF training sessions as they are given to human resources specialists.

## **ARTICLE 36—UNEMPLOYMENT COMPENSATION**

**Section 6**—Management’s responsibility is limited to providing employees who are being separated or placed in nonpay status with the necessary forms and information to enable the employee to understand how to apply for unemployment compensation. The Union recognizes not all States permit distribution of unemployment compensation application forms outside their offices and that it is the State (not the Forest Service) who determines eligibility for employment compensation. In situations where application forms are not available, general information on how to apply for unemployment compensation should be provided. Whether the material is in the form of State-produced brochures, or handouts prepared by the Forest Service.

## **ARTICLE 37—VOLUNTEERS AND GOVERNMENT-SPONSORED WORK PROGRAMS**

**Section 1**—The intent of this section is to be consistent with the Volunteers in the National Forest Act, or other enabling laws, grants, and

program guidelines that contain language prohibiting the displacement of employees. The second sentence reinforces that it is not appropriate to “require or request” which employees volunteer their time. This is to protect employees from being placed in any situation that could create the appearance that volunteering his or her time is expected, or will provide any special consideration that could affect his or her employment. This section prohibits Bargaining Unit employees from being supervised by volunteers in supervisory positions.

## **ARTICLE 38—CONTRACTING WORK OUT**

In-sourcing guidelines are mandated by Public Law 111-8, Title VII, Section 736. This does not apply to the Forest Service Enterprise Program.

**Subsection 1.b**—Note this subsection refers to the decision to go to contract under any decision-making process.

**Section 2**—Releasable information includes, but is not limited to, copies of:

- a. Annual procurement plans including updates.
- b. Bid solicitation, invitation for bid, or request for proposal.
- c. Correspondence from higher authority directing the cost study.
- d. Correspondence from Department of Labor regarding certification of a wage rate.
- e. The performance work statement, statement of work, or contract specifications.
- f. The organization plan that supports the Program of Work Statement (in- house, residual, etc.).
- g. All changes to the performance work statement.
- h. Bid abstract (including Government estimate after bid opening), bid results, awarding dates, and timeframes for implementation.

**Section 3**—The intent of the Parties is to allow the review of both the in-house cost estimates used under the OMB Circular A-76 and the Independent Government Estimates referred to in the Federal Acquisition Regulation. When appropriate, in-house cost estimates and/or Independent Government Estimates can be sent via fax or through hard copy mail instead of incurring travel and per diem costs.

**Section 4**—Examples of appropriate topics for negotiations include the use of Human Resources tools, information and training sessions for employees, and transitioning to the new service provider.

**Section 5**—The intent of the Parties is that the posting will be at work locations but the exact method of the posting of the notice is not given to

allow flexibility (that is, it can be on any bulletin board, sent via e-mail, etc.), nor is it required for any specific work location, such as fire camps, work-at-home locations, etc.

## **ARTICLE 39—VOLUNTARY ALLOTMENT OF UNION DUES**

No Annotation

## **ARTICLE 40—PILOT PROJECTS/DEMONSTRATION PROJECTS**

No Annotation

## **ARTICLE 41—CIVILIAN CONSERVATION CORPS**

**Subsection 41.2.(b)**—The PRH may be found on the Department of Labor website, currently at [https://www.jobcorps.gov/flysystem/s3?file=2017-04/Job\\_Corps-prh.pdf](https://www.jobcorps.gov/flysystem/s3?file=2017-04/Job_Corps-prh.pdf).

## **ARTICLE 42—PERSONAL HARDSHIP**

**Subsection 3.a**—Requests will generally go to the first-line supervisor or the unit manager. Accommodations may include, but are not limited to, details, reassignments, exceptions to directed reassignments, or changes to work schedules.

**Subsection 3.b**—This subsection encourages pre-decisional communication between Management and the hardship applicant. The intent is for the Management official to have a clear understanding of the employee's personal situation that gave rise to the potential hardship.

## **ARTICLE 43—DRUG AND ALCOHOL TESTING PROGRAMS**

**General**—At the time of the execution of the Master Agreement, marijuana is illegal under Federal law. This is true regardless of any State or local provisions regarding medical marijuana use and the provisions of this article will apply.

**Subsection 4.a**—This provision is to encourage self-disclosure that an employee may not otherwise make due to fear of discipline. The Parties recognize that a pattern of impairment due to alcohol abuse or substance abuse is an issue that should be addressed by EAP referral or discipline. Substance abuse can include illegal use of legal drugs as well as illegal drugs. The Parties also recognize that there are instances of impairment that do not involve substance abuse (for example, appropriate use of medication) and for which EAP referral or discipline is not appropriate.

**Subsection 5.b**—An allegation of illegal drug use while off duty, even if it initiates a criminal investigation or arrest, does not constitute reasonable suspicion.

**ARTICLE 44—ALTERNATIVE DISPUTE RESOLUTION**

No Annotation

**ARTICLE 45—DURATION AND EXTENT**

No Annotation





