



National Federation of Federal Employees

International Association of Machinists and Aerospace Workers
Forest Service Council



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Emerging Issues Related Budget Shortfall (2025)

In Chief Randy Moore's fiscal year 2025 budget update, he indicated that Forest Service leadership is facing hard decisions with no easy solutions. Your Union [National Federation of Federal Employees](#) (NFFE) is trying to reduce the negative impact to our bargaining unit. NFFE represents 56% of Forest Service employees, making us the largest internal stakeholders affected by these leadership decisions.

Employees represented by their Union possess significant bargaining power; however, this power is dependent on the capabilities and number of Union representatives available. All bargaining unit employees have the right to [join](#) and support the National Federation of Federal Employees labor organization, which can enhance our collective bargaining strength (Article 4). We encourage employees to contact their Local Union representatives with any questions about their rights or to share their ideas and bargaining proposals.

In what follows you will find detailed analysis of various impacts of the choices being made by Management in response to the budget shortfall.

Elimination of non-fire temporary 1039 seasonal positions:

The decision to proceed without our non-fire temporary 1039 seasonal positions will be detrimental to our agency. Most notably, it affects the employees who lost their jobs, but also impacts those who remain and the public we serve. This choice undermines the foundation of the Forest Service workforce.

We are all concerned that this decision will negatively affect our future workforce, leading to compounding recruitment issues. We face a substantial loss of training and specialized experience that we invested in our 1039 seasonal employees, which hinders our succession planning.

Furthermore, this decision presents critical setbacks when our land management agency is already struggling to address the challenges posed by increased catastrophic weather events and wildfire crisis management. It also hampers our ability to manage public recreation sites within the Forest Service, ultimately affecting our capacity to ensure public safety.

We understand that hiring decisions and other challenging choices will continue to significantly impact the working conditions of bargaining unit employees. However, with the collective bargaining power of your Union, along with your rights under the labor statute and our [NFFE-Forest Service Council Master Agreement](#), you have protections in place. These resources empower you to ensure that working conditions are maintained and employee rights are upheld. Your Union is here to support you. Below, we have highlighted articles from your [Master Agreement](#) that you may find useful in navigating these changes.

Being asked to work outside the scope of your position description or complete “other duties as assigned”:

*****Article 14 Position Description and Classification*****

Every employee shall have a position description ("PD") that is accurate in title, pay plan, series, and grade. The PD shall clearly outline the major duties and serve as the basis for establishing performance standards. **A PD is accurate when it describes the principal duties, knowledge requirements, and supervisory relationships and when it covers 80 percent (80%) or more of the employee's work responsibilities.** If any employee believes they are performing tasks outside the scope of their PD, they may request a review of their position description.

Many PDs are broad in scope, and Management has the right to assign work, as stated in *Article 6*. This means employees may be asked to perform tasks outside their PD, referred to as "other duties," but only if those tasks fall within the scope of their PD. **Scope refers to the range of activities and duties that an employee is reasonably expected to perform as part of their job.** If a change in work requires certifications or training that employees do not possess, the duties fall outside of the scope of the PD. **Should those "other duties" become regular and reoccurring, or fall outside the scope of the PD, employees may have the right to audit their PD in accordance with *Article 14* or negotiate changes in their working conditions according to *Article 11*.**

In most instances, the highest level of work assigned to and performed by the employee for the majority of time is grade-determining. **When the highest level of work is a smaller portion of the job, it may be grade-controlling if:**

- The work is officially assigned to the position on a regular and continuing basis;
- The work is a significant and substantial part of the overall position (i.e., occupying at least 25 percent (25%) of the employee's time); and
- A higher level of knowledge and skills would be needed to perform the work should the position become vacant and need to be recruited for.

There is a crucial difference between the assignment of ongoing (regular and recurring) primary duties required to be performed in the described position and those that are temporary or short-term (see *Article 16.13*). One-time-only or temporary duties generally do not affect the series or grade level; however, such duties must be addressed when they become a regular part of a job. The position should be reevaluated if the duties extend over a long period (e.g., several months), and it is reasonable to assume that the duties will continue to recur, even if not in a precisely predictable pattern.

*****Article 21 Performance Management*****

Any significant changes to performance expectations, standards, or measures during the year

must be documented in the Performance Plan and revised according to the Performance Directive (DR). We encourage all employees to familiarize themselves with their responsibilities under the USDA directive for [Employee Performance and Awards | USDA](#). Performance standards should accurately reflect each employee's duties and responsibilities, communicate expectations clearly and specifically, and align appropriately with the grade of the positions assigned. If there are concerns regarding an individual's performance plan or if tasks fall outside the scope of their PD, it is important to communicate these issues with your supervisor.

Higher-graded vacancies resulting in employees working above their pay grade:

*****Article 15 Temporary Promotions and Details*****

Employees have the right to file a grievance under *Article 9* regarding promotion actions. If higher-graded positions are not being filled and employees are working above their pay grade and demonstrate that in a grievance, an adjudicator can award a retroactive temporary promotion consistent with *5 CFR § 335.103*.

Hiring Freeze, unfilled vacant positions, Headcount Caps:

There are several bargaining paths (*Article 11*) the Union can use to reduce employee impacts due to hiring freezes and unfilled vacancies creating critical gaps in our organizations.

Here are a few examples:

1. *****Executive Order Negotiation*****: Under *Executive Order 14003* an agency must negotiate over subjects outlined in 5 U.S.C. § 7106(b)(1), including numbers, types, and grades of positions. This means the Union can propose employee-driven changes to organizational structures to address gaps caused by headcount caps. For instance, the Union could address the agency's policy against hiring non-fire 1039 positions. One proposal might involve exchanging redundant positions, like deputy roles (which have been vacated through attrition), to add more 1039 positions.
2. *****Priority of Vacancies*****: The Union can negotiate the priority for filling vacancies, including temporary promotions. This prioritization will focus on the vacancies with the most significant adverse impacts on bargaining unit employees within the organization.
3. *****Geographic Limitations*****: The Union can bargain the geographic limitations of vacancies. If the geographic limitation prevents critical positions from being filled impacting bargaining unit employees, because there are no qualified candidates in the proposed geographic area, the Union can bargain changes to existing policy.

Using these strategies, the Union can work towards alleviating the detrimental effects of hiring freezes and unfilled positions.

Changes in fleet

Fleet represents the third largest cost center in the agency. Forests and regions are adopting various strategies to reduce fleet costs. Changes in the fleet, such as moving away from the previous practice of individually assigned vehicles or decreasing the number of vehicles allocated for a program, constitute alterations in working conditions. Employees have the right to negotiate these changes through their Union.

Office Space and Facilities

With the Agency seeking to cut costs on facilities and barracks, there has been a reduction of barracks and leased buildings for office space. In some areas, this results in office restructuring, the moving of employees, and deferring maintenance for some facilities. These are all bargainable decisions that affect the working conditions of current and future employees. Utilizing the [Memorandum of Understanding](#) (“MOU”) for office space, and [DR 1630-003, Space Utilization](#), and *Article 11* the union may negotiate for fair and equitable office space for employees. It is also imperative that all facilities and workspaces meet health and safety criteria established under Article 27.10 below.

*****Article 27.10*****

“Management agrees to provide 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 all health and safety laws and regulations (for example, OSHA). Union or employees may identify a concern that the 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. Management will initiate a reasonable process to investigate the hazard. Inspections will be made following required state and federal standards. The results of the investigation will be shared with the Union. If the investigation reveals that a hazard exists, management will take corrective action to the extent feasible within a reasonable amount of time. 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. Management must notify affected employees of the condition and make a reasonable attempt to reassign employee duties, as appropriate. The parties may also agree to other steps appropriate to the circumstance, such as relocation, telework, or holding informational meetings with affected employees. Any bargaining obligations will be addressed in accordance with Article 11.”

“In facilities not controlled by the Forest Service, management will request corrective action at that location within a reasonable amount of time. Actions being taken will be communicated to employees and the Union as soon as possible.”

Remember

The Union is your Union. By Organizing your collective power and voice, you have the right to affect change and strive for the betterment of all. Don't let anyone tell you that "it can't be done", "we've always done it this way", or that "the workplace is not a democracy". Democracy is the foundation of America, and Labor built it. You are the foundation of our Union, and your voice is the voice for democracy in the workplace.

- *In solidarity, we prevail.* -



[JOIN HERE](#)

[NFFE-USFS Master Agreement](#)

You can look-up your local number with the "Bargaining Unit Description" link on the Master Agreement page: <http://www.nffe-fsc.org/master-agreement/>