



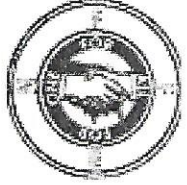
Memorandum of Understanding

Between

US Forest Service

and

the National Federation of Federal Employees, Forest Service Council



This Memorandum of Understanding (MOU), made by and between the National Federation of Federal Employees (NFFE), Forest Service Council (Union) and the US Forest Service (Management) collectively "the Parties," pertains to the implementation of fifteen C-23B+/SD3-60 Sherpa aircraft and constitutes a full and final agreement of any and all issues raised in regards to implementation.

As stated in the Change Management Implementation Plan (CMIP), Section 3.1.4 - Pilot Staffing Considerations, management does not intend to reduce USFS pilot positions. Any future needs will be addressed by adding Agency pilot positions and/or contract pilots. Regional input and responses will determine actual mix. The Parties recognize management's right to make decisions on contracting of work and agree to follow Article 38 of the Master Agreement where applicable.

Safety is of paramount importance to both the Management and Union. The Parties agree that implementation of the Sherpa aircraft will only happen after all the necessary and vital work in training, procedures, Smokejumper Aircraft Screening and Evaluation Subcommittee (SASES), etc. are completed. Additionally, contract employees working alongside bargaining unit employees will meet minimum pilot requirements as defined by OPM 2181 and will receive appropriate training.

As further implementation occurs, Management and the Union agree that the Union has and will continue to have a Pre-Decisional Involvement role in the development of documents such as the change management implementation plan, operating plan, National Fixed Wing Standards and Program of Instruction (POI), through forums such as Change Management Implementation Team (CMIT) meetings, National Fire Leadership Council (NFLC), yearly NFFE-FAM (Fire and Aviation Management) meeting and through email when appropriate. Management will provide mandatory "differences" training as a part of this implementation. Training will include ground instruction such as systems, avionics, and preflight checks, as well as flight instruction to ensure practical experience and familiarity with equipment, and demonstration of proficiency

Management will solicit volunteers for instructor assignments through an email to all instructor pilots that includes the factors that will be considered. The factors are: quantity and diversity of relevant flight experience, quantity and diversity of relevant instructor experience, ability to plan and organize material to be presented and ability to communicate in an organized and engaging manner. The Union will be copied on that email in order to facilitate employee awareness of the opportunity. Interested employees may submit a statement explaining why they are interested in the assignment as well as documentation of their ability to meet the factors. Management will interview those qualified candidates who are interested and will make assignments based on consideration of the factors.



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Assignments will also be contingent on supervisor release. If an employee objects to the assignment decision, the Union may request documentation of the determining criteria and it will be provided.

During implementation, instructors will operate the aircraft for Operational Test and Evaluation and other missions as assigned.

Aircraft 161Z will continue to be in operation for administrative purposes per the Interim Operations Plan. For any additional pilot requirements, management will follow the process outlined above.

If employee work assignments change in a way that results in changing performance expectation for employees, management will comply with Article 15 of the Master Agreement and appropriately document those changes as required by Performance Handbook FSH 6109.13.

To ensure safety and transparency, Management will communicate with employees regarding Sherpa implementation. Management will include the Union if formal discussions occur on this issue.

The Parties have met on this issue pre-decisionally, and will continue to work together, including discussion on some items that would otherwise not be mandatory subjects of bargaining. It is recognized that the Parties will continue to engage in this way, without requiring continued bargaining on items that are not defined as mandatory subjects of bargaining. If any changes occur as a result of this implementation that have an impact to working conditions of bargaining unit employees, the Parties will comply with Article 11 of the Master Agreement.

This MOU becomes effective on the date of final approval by the Agency Head or that date on which the thirty (30) day time limit for agency head review expires, whichever is earlier. Either Party may request to extend, modify or cancel the agreement utilizing the procedures in Article 11 of the Master Agreement. Otherwise, this Agreement will expire at the conclusion of full implementation of the Sherpa aircraft.

Agreed to on 10/13/2016 by:

Arthur W. Hinaman
Assistant Director, Aviation
Forest Service

James C. Berry
Secretary-Treasurer
NFPE Forest Service Council