



Pathways Program

Memorandum of Understanding Between

US Forest Service and the NFFE-Forest Service Council, IAMAW



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”.

The purpose of this MOU is to describe the agreement of the Parties with respect to the implementation of Pathways Student Intern, Recent Graduate, and Presidential management Fellows Programs in the Forest Service and the working conditions of such individuals within the Bargaining Unit (BU). The procedures in this MOU apply to Pathways positions that are in the bargaining unit. This MOU replaces all previous MOUs pertaining to the Pathways program.

1. The Parties agree to follow Article 16.5 and all applicable statutes and regulations.
2. Conditions of Employment for Pathways Students and Recent Graduates
 - a. Bargaining Unit Status. Pathways participants may be included in the bargaining unit based upon the position to which they are assigned in accordance with the FLRA certification for the Unit they are assigned.
 - b. In addition to the provisions of Article 13, all Interns and Recent graduates placed in bargaining unit positions shall be given a copy of the MOU by their local Union representative.
 - c. Human Resources management (HRM) shall provide the Union at the national level a list of all students hired into the bargaining unit using Pathways Authority within thirty days of the hiring actions being completed for each cycle. The list shall include student name, series, grade, duty station, and type of appointment (Intern NTE, Indefinite, or Recent Graduate) and NTE date for temporary appointments.
3. Training, Mentoring and Job Shadowing. Training, mentoring and job shadowing requirements for Pathways participants shall be in accordance with OPM and USDA guidance and shall be documented on the Pathways Student Agreement.
4. Performance Management. Interns who work less than 90 days in a fiscal year are not required to receive a formal performance rating. However, they shall be provided with periodic informal written performance feedback that is documented on the performance appraisal form, AD-435A.
5. Notification of Student Status.
 - a. Upon hiring, interns will be informed of the documentation that they must submit and when it must be submitted in order to establish that they continue to meet the definition of a student in accordance with 5 CFR 362.202.

- b. When management does not have adequate documentation to support that an intern meets the definition of student defined in 5 CFR 362.202, the student will be notified in writing, either by email or letter, with a copy to his or her supervisor. This documentation will include:
 - 1) A specific statement that they may be terminated from employment if the documentation needed to establish that they meet the definition of a student is not provided.
 - 2) Exactly what document(s) are missing to support continued employment in the Pathways Program.
 - 3) The date by which the documents must be submitted. Students will be given a minimum of five (5) days to respond.
 - 4) The location or person to whom documents must be submitted.
 - 5) The name and contact information for the HRM staff member who is handling their case and who can answer questions the student may have.
 - c. If the student fails to provide the requested documentation and the Agency cannot ascertain that the employee is, in fact, a student eligible for a Pathways appointment, the student shall be separated in accordance with Article 22 or Article 24 as appropriate.
6. Breaks in Program. When an employee submits a request for a break in program, the request shall be forwarded to the USDA for final decision within ten (10) days.
7. Termination Due to Lack of Work, Funds, or Expiration of Appointment. Pathways Recent Graduates and Interns who are terminated due to lack of work, funds, or the expiration of their appointments will normally be given a minimum of fourteen (14) days written notice prior to separation. The written notice will include the reason for the termination.
8. Administration. 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. This MOU will remain in effect until all processes included in and related to the MOU have been completed or are no longer applicable due to a change in the Articles of the Parties' MA. A copy of this MOU will be posted to the FS intranet.

Agreed to on: 08/30/2019

For the USDA, Forest Service:

For NFFE-Forest Service Council:

Mary Beth L. Stewart, Chief Negotiator
Senior Manager, Business Operations

Melissa Baumann, Chief Negotiator
NFFE-FSC President