

MEMORANDUM OF UNDERSTANDING

Implementation of Forest Service Manual 1700, Chapter 1760, Section 1765 Anti- Harassment

THIS MEMORANDUM OF UNDERSTANDING (“the MOU”) is between the United States Department of Agriculture, Forest Service (“Management”), and the National Federation of Federal Employees, IAMAW, Forest Service Council (“Union”), hereafter referred to jointly as “the Parties.” This MOU documents the Parties’ agreement on the negotiable aspects of the 2020 revision to the Forest Service Manual 1700, Chapter 1760, Section 1765 Anti-Harassment Policy (“Policy”). This MOU is a Supplemental Agreement under Article 11 of the Master Agreement (“the MA”) between the Parties. When used in this MOU, the term “Affected Individuals” only refers to those who are in the NFFE bargaining unit.

The Parties agree:

1. Parties agree that the prior Anti-Harassment Policy Memorandum of Understanding
2. signed by the Parties on August 16, 2016, and the implementation of the earlier version of the Anti-Harassment Policy, is now terminated and replaced by this MOU.
3. The Parties reviewed the revised language that will be submitted for policy update and have agreed to the included language regarding all negotiable aspects of the Policy, Section 1765.
4. Nothing in the updated Policy or this MOU affects bargaining-unit employees’ rights to a representative under the Labor Statute (5 USC 7106) or the Master Agreement.
5. The terms Affected Individual, Alleged Offender, Case Manager, and Case Manager Liaison, Harassment Reporting Center, Harassment Assessment and Review Team are defined or described in the Policy.
6. Affected Individuals will be contacted by a Case Manager, Case Management Liaison, or other representative of the Anti-Harassment Program prior to an administrative inquiry or investigation being initiated.
7. Case Management Liaisons are not employee representatives for purposes of collective bargaining. Their role is to provide information on available resources, the anti-harassment process, and case status to those affected by reported harassment (“affected individual” or “AI”). Agency employees in these roles will be trained on the rights of represented employees. Nothing in the updated Policy or this MOU affects negotiated grievance rights under the Grievances Article of the MA.
8. All Affected Individuals shall be notified in writing, generally within 72 hours of the report being received at the HRC, that:
 - a. An investigation/inquiry may not be conducted if the alleged behavior reported to the HRC, even if true, would not be harassment or retaliation as defined in the Policy;
 - b. An inquiry/investigation of reported harassment is primarily intended to identify and address inappropriate workplace behavior and not to provide requested remedies or relief for Affected Individual;
 - c. If an investigation/inquiry is conducted, the Affected Individual will not be provided a copy of the report at its conclusion;

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- d. The Alleged Offender may receive a copy of the report as part of an official proceeding;
 - e. NFFE Local contacts can be found at the links provided; and
 - f. A report to the to the Harassment Reporting Center does not stop timelines for other processes, such as EEO complaints and grievance procedures.
9. HART Inquiries into reports of harassment under this policy will be conducted in accordance with Article 4.3 of the MA, including the notice requirements in Article 4.3.i.
10. At the outset of an inquiry/investigation, Alleged Offenders who are represented by the National Federation of Federal Employees shall be provided written information to assist them with understanding the process and a link to NFFE Local contacts.
11. Training provided to Forest Service employees for implementation of the Policy will be clear that negotiated agreements are applicable to bargaining unit employees.
12. After Directive Staff (ORMS) has finalized the Policy, the Union will be allowed 10 days to review it prior to issuance. During that time, if any additional changes or updates have been made that affect working conditions of employees or employee representational rights, the Union may request to negotiate regarding those changes in accordance with Article 11 of the Master Agreement.
13. This MOU becomes effective on the date approved by the Agency Head or that date on which the thirty (30) day time limit for Agency Head Review expires. It will remain in effect for the duration of the Policy. Either Party may request to extend or modify this agreement consistent with Article 11 of the Master Agreement.

FOR THE UNION:

MELISSA BAUMANN Digitally signed by MELISSA BAUMANN
Date: 2020.06.25 09:40:33 -05'00'

Melissa Baumann, President
NFFE Forest Service Council

June 25, 2020

Date

FOR THE AGENCY:

Ellen Shaw

Ellen Shaw
Acting Director-Policy and Data Analysis,
Work Environment and Performance Office

June 23, 2020

Date