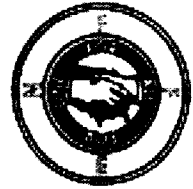




Memorandum of Understanding Procedures for Uninhabitable Building in the Washington D.C. Metropolitan Area

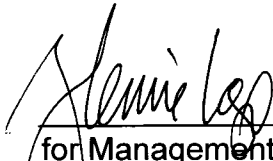


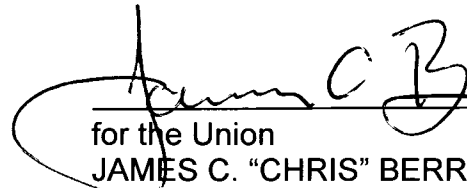
The following constitutes a Memorandum of Understanding (MOU) between the United States Forest Service, Washington Office, Deputy Chief for Business Operations, hereafter referred to as "management" and the National Federation of Federal Employees, Forest Service Council, Vice President for WO Units representing all of the Locals and Bargaining Units for the WO hereafter referred to as "Union." Management and the Union hereafter referred to as "parties."

This MOU applies only to situations when Forest Service buildings within the Washington Metropolitan D.C. area are uninhabitable.

1. The parties agree that any of the following conditions define a building as uninhabitable: no water, no electricity, or structural damage affecting the entire building.
2. The parties agree that situations affecting portions of a building such as cleaning operations, water outages, power outages, or structural damage may not make the entire building uninhabitable. These situations will be jointly evaluated on a case-by-case basis to determine the impact on bargaining unit employees.
3. The parties agree the Union will be notified of building conditions as quickly as possible—and when possible, before bargaining unit employees.
4. The parties agree bargaining unit employees will be notified of building conditions as quickly as possible with details and guidance in accordance with this MOU.
5. The parties agree the decision regarding the status of building(s) conditions will occur within 1 hour of knowledge of building issues.
6. The parties agree that when it is determined building(s) or sections of a building(s) are uninhabitable, the following will apply for affected bargaining unit employees:
 - a. Management will provide safe, alternative work station/site.
 - b. Management will consider unscheduled telework. Employees must notify their supervisor of their intent to use unscheduled telework.
 - c. Should Management not be able to provide a safe, alternative work station or unscheduled telework, Management at the Deputy Chief level has the authority to grant a reasonable amount of excused absence to affected employees.
7. Management will consider the following options:
 - a. Employees request for annual leave, earned compensatory time off, earned credit hours, or leave without pay.
 - b. In certain situations, Management may implement "unscheduled leave." Employees not designated as "emergency employees" may take annual leave, earned compensatory time off, earned credit hours, or leave without pay without the prior approval of their supervisors. However, employees must notify their supervisor of their intent to use unscheduled leave.
8. All the provisions of the FS Telework Policy, FSM-6160, Attendance, Leave, and Telework as negotiated with NFFE apply.

9. This MOU covers immediate response and short-term needs. For any impacts lasting longer than three (3) days, Management and the Union will negotiate.
10. This MOU will be distributed to WO staffs by a jointly-agreed communication within 30 days of signature unless mutually agreed.
11. Modification of these procedures by sub-units is not authorized. No terms or any part of the MOU may override or conflict with the Master Agreement. The terms and conditions of this MOU shall be effective upon the date of signing. If either party wishes to modify its terms, written notification of a desire to reopen it must be provided to the other party per Article 11 of the Master Agreement. This MOU may be terminated by mutual agreement of the parties.

 2/14/12
_____ Date
for Management
LENISE LAGO, Deputy Chief
Business Operations
USDA, FS, Washington Office

 2/14/12
_____ Date
for the Union
JAMES C. "CHRIS" BERRY
Vice President
NFFE Forest Service Council