



## Assignment of Workstations in the Washington Office 11/01/13



The following constitutes a Memorandum of Understanding (MOU) between the United States Forest Service, hereafter referred to as "management" and the National Federation of Federal Employees, Forest Service Council, hereafter referred to as "Union." Management and the Union hereafter are referred to as the "parties." The provisions of this MOU apply to Bargaining Unit Employees located in the Washington Metropolitan DC area.

The parties agree to the following:

- I. **Scope:** The provisions of this MOU apply to Bargaining Unit Employees in the Washington, DC metropolitan area, Forest Service Headquarters Building. These Bargaining Units are represented by Locals 1919, 2196, 2197, 2200, 5300, and the Enterprise Program Bargaining Unit. The parties agree that the scope of this MOU will be limited to Bargaining Unit Employees in the Washington DC Metropolitan area Forest Service Headquarters Building only. If at any point there is a desire or need to expand the scope, a separate MOU will be negotiated prior to implementation.
- II. **Introduction:** The purpose of this document is to put in place procedures regarding the assignment of workstations in a fair, equitable, and consistent manner.
- III. **Principles:** In partnership between the Union and Management, the following principal was used, "we will create a process that will allow Management to assign workstations within parameters without subsequent negotiations with the Union." We recognize that allowing employees to participate in decisions that affect them daily such as the selection of their workstation will contribute to overall better satisfaction and morale.
- IV. **Guidelines:** Workstation assignments may include factors such as the physical security of classified data, procurement-sensitive data, information covered by the Privacy Act, and other needs for confidentiality. All aspects of workstation assignments should be as transparent as possible. This includes the business cases that drive the function-specific assignment and any exceptions.
- V. **Communication and Transparency:** This MOU will be distributed to WO Staffs by a jointly-agreed communication to All WO Employees, posted in the appropriate place on our web pages, and distributed periodically to all managers and employees.
- VI. **Master Agreement:** No terms or any part of the MOU may override or conflict with the Master Agreement between NFFE and the FS.
- VII. **No Modifications Allowed:** Modification of these procedures by sub-units is not authorized.
- VIII. **Duration:** 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.

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### IX. Definitions:

- A. SCD – Service Computation Date.
- B. Seniority - for this particular process will be based on the Service Computation Date for Leave (SCD) of Federal employees as recorded at NFC.

### X. Workstations:

#### A. Categories:

Workstations fall into one of three categories--Single Occupancy, Double Occupancy, and Hoteling.

1. Single Occupancy - These are workstations occupied by one employee who is teleworking less than 50% of the time.
2. Double Occupancy - These are workstations occupied by **two** employees who each telework 50% or more, but less than 80% of the time. (This means a full-time employee would telework more than 40 hours a pay period but less than 64 hours a pay period.)
3. Hoteling - These are workstations occupied by employees that telework 80% or more of the time.

#### B. Designations:

Workstations will have one of three designations—Fixed, Non-Fixed, or Open.

1. Fixed - A workstation that is designated for a specific function due to the nature of the work and/or the duties performed. For each workstation designated as “fixed,” there will be a written business case required that will be reviewed by a team that includes a designated Management Official, a Union Representative, and a representative from WO-AQM to determine if it’s appropriate.
2. Non-Fixed - A workstation that is not designated for a specific function (fixed). These workstations will follow the space assignment process outlined below. They may be either single or double occupancy.
3. Open – An open workstation is currently unassigned but could become permanently assigned to a staff member. They are intended for either single or double occupancy. This does not include hoteling workstations since those should never be permanently assigned.

### XI. Specific Steps for Assignment of Workstations:

#### A. Identification of Fixed Workstations:

1. Each Staff Director will determine which, if any, positions within their organization need to be designated as a “fixed” workstation as previously defined.

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2. Once a Staff Director determines which workstations they want to designate as Fixed, they will complete a Business Case Justification Worksheet for each of those workstations and submit it following the instructions provided on the worksheet. (Worksheet, including instructions, is attached.)
3. Once a staff receives approval for designating requested workstations as Fixed, employees performing the duties associated with the positions attached to the Fixed workstations will be notified of their workstation assignment.

### B. Selection of Non-Fixed Workstations:

1. Once the Fixed workstations have been designated and assigned, the rest of the workstation assignments will be made for the Non-fixed workstations. All Non-fixed workstations in a staff area are available for selection. Employees within the staff (Bargaining Unit and Non-Bargaining Unit) not assigned to a Fixed workstation will choose where they will sit within the staff area in the following order:
  - a. Sharing Workstation Selections: Employees sharing workstations will be allowed to select first, based on seniority. Employees with the most seniority will select first and so on. When the first half of the group sharing workstations has selected, the second half will then have their turn to select from the already selected shared workstations. Should two employees (meeting the criteria) wish to share a workstation with each other; the one with the most seniority will select the shared workstation.
    - i) Each employee sharing a workstation teleworks 50% or more, but less than 80% of the time.
    - ii) The workstation is shared by only **two** employees.
    - iii) Only **one** employee at a time will occupy the workstation.
    - iv) This may apply to full-time and part-time employees.
  - b. Non-Sharing Workstation Selections: Once employees sharing workstations have made their selection, employees who are not sharing a workstation (and meet the criteria), will select their workstations based on their seniority.
    - i) The employee teleworks less than 50% of the time.
    - ii) The workstation is occupied by only **one** employee and is not shared.
  - c. Hoteling Workstations: Hoteling workstations are unassigned and available on a first-come, first-served basis, using the WO Reservation System. Any employee may reserve a hotel workstation anywhere within the Yates Building using the WO Reservation System.
2. Management will prepare a list of employees, their SCDs, their selection status (based on how much time they telework), and the order in which they were allowed to choose their assigned workstation. (See attached template.)

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### C. Workstation Retention:

1. Once a workstation has been selected and assigned to an employee, that will be their workstation and they will not be moved from there if a new employee reporting has more seniority. The employee will retain their workstation until they change jobs, separate from the staff, change their participation in the Telework Program, volunteer to give up the workstation, or some major event creates the need for a large-scale move/realignment.

### D. Vacant Non-Fixed Workstations:

1. If a Non-fixed Single Occupancy workstation becomes vacant for any reason, the Staff Director will communicate as soon as possible to all the employees on the staff that the workstation is vacant. They will give a reasonable timeframe for employees to request assignment to the workstation.
2. If a Non-fixed Double Occupancy workstation becomes vacant, the Staff Director will indicate to employees that a shared space is available. Other employees participating in workstation sharing may apply for that workstation. If more than one employee expresses an interest, then seniority will be used to assign the workstation.
3. If the workstation is "open," any employee within the staff that wishes to move into that workstation must indicate this desire to the Staff Director. If only one employee indicates the desire to move into the workstation then the Staff Director may authorize that change. If more than one employee expresses an interest, then seniority will be used to assign the workstation.

### E. Change of Workstation Sharing Status: An employee's workstation sharing status changes because their level of participation in teleworking has changed.

1. An employee that did not meet the criteria to share a workstation now meets the requirement. The Staff Director may advertise to the staff that an opportunity is now available to share a workstation using the process above in "Vacant Non-Fixed Workstations."
2. An employee who previously met the criteria to share a workstation no longer meets the requirement. The employee whose sharing status has changed must now apply for any vacant workstation. The employee sharing a workstation with this employee, but did not change their status, must not be penalized and forced to move.

### F. Changes to Designations of "Fixed" or "Non-Fixed":

1. When a workstation becomes vacant, the Staff Director may elect to switch the designation from Fixed to Non-fixed or vice versa and must file a new business case request following the previously described process.

### G. Special Exceptions:

1. A vacant workstation may be designated to an individual by the Staff Director under certain circumstances. This includes individuals needing a reasonable

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accommodation or having some other special need. A business case will be prepared and submitted for review.

### XII. Resolution Steps:

- A. In the event that an employee disagrees with any of the decisions, actions, or proposals made in Section VI, Specific Steps, may avail themselves of the appropriate grievance procedures. Bargaining Unit Employees may use the Negotiated Grievance Process in Article 9 of the Master Agreement between NFFE and the FS. Other employees may use the USDA Administrative Grievance procedures.
- B. The parties are encouraged to use Alternative Dispute Resolutions procedures and other avenues to attempt to reach resolution.

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