

Memo of Understanding
On
Administratively Uncontrollable Overtime and Law Enforcement Availability Pay

This memorandum of understanding (MOU) is between the National Federation of Federal Employees (NFFE) Local 5300 and the US Forest Service; hereinafter referred to as the "Union" and "Management" respectively and collectively as the Parties and is intended to address changes to the AUO and LEAP Policy and to clarify how the policy will be applied to bargaining unit employees represented by NFFE Local 5300.

Administratively Uncontrollable Overtime

Compensation for Overtime Work

1. Any overtime work that is not scheduled prior to beginning of the administrative workweek shall be credited and compensated under AUO. AUO hours worked will be coded as TC-41 on the T&A for FLSA nonexempt employees.
2. Any overtime work that is scheduled prior to the beginning of the administrative workweek shall be paid as regular overtime. Regularly scheduled overtime will be coded as TC-21, or other appropriate overtime code.

Qualifying and Non-Qualifying Work

Work that qualifies for AUO is based on the occurrence of compelling circumstances or reasons inherently related to the need to remain on or return to duty not merely because it is desirable, but because of compelling reasons inherently related to continuance of duties and of such a nature that failure to carry on would constitute negligence. Occurrences of this nature include special events, conditions, or situations inherent in the performance of duties that cannot be postponed to the next workday and that require employees to recognize, generally without supervision, the need to remain on or return to duty. The compelling nature of the work is decided before, not after it is performed. Supervisors must consider the reason for which a duty is being performed and not necessarily what duty is being performed.

Where questions arise concerning qualifying duties, the immediate supervisor shall promptly resolve them with the law enforcement officer and ensure that all AUO claimed is qualifying. Unresolved questions at the immediate supervisory level are referred to the next level supervisor. These examples are provided for further guidance and clarification and are not all inclusive.

1. Qualifying Duty.

- a. Response to Crimes in Progress. If an officer receives a report of a crime in progress or a request for assistance and the officer responds.
- b. Response to Public Complaints. If an officer receives a report of a complaint or a request for assistance and the officer responds.

TF
SM

- c. Response to Request for Assistance. When an officer receives a request for assistance from Forest Service Personnel or volunteers requiring immediate attention.
- d. Surveillance. Overtime hours not planned in advance of the administrative workweek for the purpose of observation or collection of evidence of a crime.
- e. Meeting Informants. Overtime hours not planned in advance of the administrative workweek for the purpose of meeting an informant.
- f. Execution of a Search and/or Arrest Warrants. Overtime hours not planned in advance of the administrative workweek for the purpose of the execution of a search or arrest warrant.
- h. Examination of Records and Evidence. The examination of records and evidence when an employee must commence or continue to work after regular work hours and the work cannot be practically performed at a later date or during normal working hours (for example, the third party witness could make the material unavailable at any time).
- i. Courtroom Duty. Participation in a grand jury proceeding, giving testimony, or performing prosecutorial duties in a court case before or after duty hours when the employee has no prior knowledge or control of the court schedule and the duty is conducted during overtime hours.
- j. Preparation of Reports. Preparation of reports should be performed during normal work hours. However, if unusual circumstances require the preparation of reports outside of regular work hours; for example, if the United States Attorney's Office requires a case report or other documents on relatively short notice which could not be completed during regular work hours.
- k. Travel. Travel which involves the performance of actual work while traveling or which results from an event which could not be scheduled or controlled administratively prior to the beginning of the administrative workweek.
- l. Supervision. Supervision or coordination of any qualifying duties described above or similar activities when performed outside of regular duty hours on an irregular or occasional basis.
- m. Program Management. When the timely completion of the activity is critical to the efficient operation of the program and provided such activity goes beyond or is commenced after regular working hours and cannot be practically performed at a later date or during regular work hours.

2. Non-Qualifying Duty.

- a. Early arrival at or late departure from the office without official cause.

TP
Jm

- b. The accomplishment of work after hours that could be performed during regular work hours or during periods of approved regularly scheduled overtime.
- c. The attendance of basic law enforcement training, which includes the time spent traveling to and from Government-sponsored training classes.
- d. Time spent as a trainee in or an instructor of training courses scheduled in advance of the administrative workweek, including associated travel. This does not include trainee participation in the Field Training Evaluation Program (FTEP).
- e. The performance of work or training (for FLSA nonexempt employees) that could be scheduled during regular duty hours or that could be accomplished through the use of regularly scheduled overtime.
- f. Working through lunch hours for personal reasons, including electing to eat lunch at your desk.

Training

An appropriate number of hours for training should be scheduled in advance of the administrative workweek. Generally, training should be completed within an 8-hour tour. However, when unforeseen events occur which require the employee to remain on duty (such as but not limited to; equipment failure, weather conditions, etc.), it may be appropriate to code the additional hours as AUO.

Fire Assignments in a Law Enforcement Capacity

1. When an employee is assigned to a fire incident during the current administrative workweek, all hours in excess of the base hours will be coded as AUO during the remainder of that administrative work week.
2. During the second week of the fire assignment, and thereafter as long as the officer is still on detail to fire, all hours in excess of base hours assigned in advance of the administrative work week will be coded as OT or OT with night differential. All hours in excess of base hours that were not assigned in advance of the administrative work week will be coded as AUO.
3. Hazardous duty and true OT rate will also be coded as appropriate.

Temporary Assignments

1. When a law enforcement officer is temporarily assigned to an incident in a law-enforcement capacity they shall continue to receive their annual premium pay under AUO.

TP
SM

2. When a law enforcement officer is temporarily assigned in a non-law enforcement capacity they may receive their annual premium pay under AUO, when the conditions under 5 CFR 550.162(c) or 162 (g) are met.
3. When an employee is temporarily assigned in a non-law enforcement capacity and will not receive their annual premium pay under AUO, as provided under 2 above, the following applies:
 - a. The employee's supervisor shall ensure that all necessary administrative actions are taken to properly change the employee's position from FLSA section 7(k) to FLSA section 7(a).
 - b. All overtime hours worked within a pay period in which an employee is assigned to an incident, regardless of whether they occurred while on the temporary assignment, are paid as overtime, not as AUO.
 - c. For the pay period that follows the temporary assignment, the employee's supervisor shall ensure that all necessary administrative actions are taken to resume AUO and properly change the employee's position from FLSA section 7(a) to FLSA section 7(k), including verification of the AUO approved percentage on the Time and Attendance Record.
 - d. On the Form FS-6100-32, Quarterly Computation for Administratively Uncontrollable Overtime Pay Rate, exclude all work days (that is "10" days for a full time employee) in the pay period in which the employee was on the assignment.

Excludable Days

1. Full days of leave (annual leave, sick leave, credit, comp. and non-pay status) or other activities such as holidays, Union official time, or training, are excluded from the number of workdays used to compute the daily average of AUO hours. Activities such as leave and training that take an entire day (or an aggregate 8-hour block of an entire day), are excluded from the computation even if the employee works AUO that day. Leave or other activities for less than 8 hours in the aggregate shall be included in the computation.
2. The following shall not be used in computing AUO rates:
 - a. Paid leave.
 - b. Holiday when the employee is not assigned to duty. AUO is appropriate when called to work outside the employee's normal tour of duty.
 - c. Leave without pay.
 - d. Normal workdays with scheduled overtime.
 - e. Training, including travel to and from training.

Ti
Jan

- f. Temporary assignments as described under 5 CFR 550.162, including light duty assignments.
 - g. Full days when the employee is otherwise unavailable for various reasons not within the control of the employee. In these situations, the employee will provide a written explanation of the activity and the second level supervisor will make the final determination on whether the day is excludable.
3. Those pay periods, during which these situations occur, shall be excluded from the AUO review period on the Form FS-6100-32, Quarterly Computation for Administratively Uncontrollable Overtime (AUO) Pay Rate.

Light Duty

When an employee is placed in light-duty status and remains in their current position, the employee will continue to receive their annual premium pay for AUO in accordance with 5 CFR 550.162 for a total of not more than 30 workdays in a calendar year while on such temporary assignment.

Meal Periods

Unscheduled work performed during a bona-fide meal period is compensated by AUO.

Quarters

AUO calculations are based upon a quarterly computation and the quarters are PP 01-06; PP 07-13; PP 14-20; and PP 21-26 (or 27).

Premium Pay Differentials

AUO employees are entitled to receive night, Sunday, and holiday pay when the requirements for these types of premium pay have been met; however, AUO employees may not receive premium pay differentials for the hours claimed as AUO.

AUO employees are entitled to receive hazardous duty pay when the requirements for hazardous duty pay have been met; however, AUO employee may not receive hazard pay for the hours claimed as AUO.

Work Days in Non-Pay Status

Employees will not receive AUO for days they are in a non-pay status. Days in non-pay status will not affect AUO eligibility during the remainder of the pay period.

New Employees Or Employees Assigned To AUO Position For The First Time

1. Management will ensure employees receive the mandatory AUO training prior to or within the first pay period of receipt of AUO.

TP
5m

2. Management will provide a copy of the AUO training to the Union for input and comment. The Union will be provided the opportunity for follow-up discussions.
3. Employees do not receive AUO while attending basic training at the Federal Law Enforcement Training Center (FLETC).
4. The employee's supervisor shall determine the AUO rate for a new employee or an employee assigned for the first time to an AUO approved position.
5. Law enforcement officers who are reassigned or promoted to a different AUO-covered position shall retain their current AUO rate until the next computation period. At the time of re-computation, use the employee's most recent four-quarter work history in the rate determination (5 CFR 550.164(g)).

Reassignments To Non-AUO Positions

On the effective date of a law enforcement officer's permanent reassignment or promotion to a non-AUO covered position (such as to a forestry technician or criminal investigator position), AUO is terminated.

AUO Forms

1. All law enforcement officers must complete Form FS-6100-31, Record of Administratively Uncontrollable Overtime (AUO) (exhibit 01) at the end of each pay period and show all AUO or irregular overtime.
2. The employee must electronically sign and submit the completed Form FS-6100-31 to their supervisor for review and approval.
3. A copy of Form FS-6100-31 can be found on the Forest Service Forms webpage and the LEI SharePoint site.

JP
JM

Form FS-6100-31, Record of Administratively Uncontrollable Overtime

	Record of Administratively Uncontrollable Overtime	FS-6100-31
--	---	------------

Employee Name: Johnny Lawman **Grade:** GL-9

DATE	TIME		AUO	Excluded	CASE NUMBER	JUSTIFICATION
	FROM	TO	HOURS			
10/18	1600	1700	1			Phone call from supervisor-schedule change. Unscheduled meeting with District Ranger.
10/19						
10/20						
10/21	0000 1830	0130 2330	6.5		9401T029	Security check at Black Kettle Campground-increased vandalism.
10/22				X		Training
10/23				X		Training
10/24	0600	0930	3.5		9401R059	Assist deputy in executing search warrant in Smith case.
10/25	1730	1900	1.5		F3891235	Respond to report of illegal ORV use in the Mountainair Recreation Area.
10/26						
10/27						
10/28	0230 1630	0800 1900	8		9401R069	Surveillance-firewood theft area-Red Canyon.
10/29	1700	1830	1.5		9401R064	Accident at Bosque Recreation Area-Crowd control and emergency personnel.
10/30	1800	1930	1.5			Stopped by camper-medical emergency. Waited for ambulance to arrive.
10/31	1700	2030	3.5		9401T039	Surveillance ops-Manzano Mtn. marijuana site.

AUO HOURS:	First Week 11	Second Week 16	Total 27	Excluded 2	Pay Period 21	Current AUO % 25%
-------------------	-------------------------	--------------------------	--------------------	----------------------	-------------------------	-----------------------------

EMPLOYEE CERTIFICATION:
 I certify that the official duties were performed as described above and were administratively uncontrollable.

Employee's Name (Printed)	Employee's Signature	Date (m/d/yy)
Johnny Lawman	<i>Johnny Lawman</i>	10/2/16

SUPERVISORY REVIEW:

Supervisor's Name (Printed)	Supervisor's Signature	Date (m/d/yy)
Mary Supervisor	<i>Mary Supervisor</i>	10/3/16

*TP
SM*

**Form FS-6100-32, Quarterly Computation for
Administratively Uncontrollable Overtime Pay Rate**

USDA Forest Service FS-6100-32

**QUARTERLY COMPUTATION FOR
ADMINISTRATIVELY UNCONTROLLABLE OVERTIME PAY RATE**

1. Employee's Name Johnny Lawman	2. Grade GL-9	3. Current AUO Rate 25%	4. Analysis Period PP21-PP26/2015
--	-------------------------	-----------------------------------	---

PART 1. WORKDAYS IN ANALYSIS PERIOD

5. Total Workdays In Analysis Period	60
6. Excludable Days	
Full Days of:	
(a) Paid Leave (Annual Leave, Sick Leave, Holiday Leave, etc.)	5
(b) Non-Paid Leave (LWOP, AWOL, etc.)	0
(c) Normal Workdays with Scheduled Overtime	0
(d) Training or Other Non-Qualifying Assignments	5
7. Total Excludable Days	10
8. Adjusted Base Workdays (5 minus 7)	50

PART 2. WEEKLY AVERAGE OF AUO HOURS WORKED

9. Total AUO Hours Worked during Period	145.50
10. Adjusted Base Workdays from Block 8	50
11. Daily Average of AUO Hours Worked (9/10)	2.91
12. Weekly Average of AUO Hours Worked	14.55

PART 3. AUO RATE DETERMINATION

13. Previous Quarterly AUO Hours: Current 14.55 2nd 13.50 3rd 10.20 4th 12.00

14. Total Average Weekly AUO Hours: 50.25

15. Average AUO Hours for Year: 12.56

I certify that the information I have reported herein is true and accurate to the best of my knowledge.

<u>Johnny Lawman</u>	01/02/16
Employee	Date

PART 4. FACTORS AFFECTING FINAL AUO RATE

16. AUO rate established at a different rate than indicated in block 16:

New employee who has not been approved for AUO in the previous 4 quarters.

Other, attach supporting documentation including LEI Director's approval.

PART 5. AUO RATE AUTHORIZATION

17. Final AUO Rate: 25%

<u>Mary Supervisor - Patrol Captain</u>	01/03/16
Signature and Title of Approving Official	Date

TP 4/14/16
JM 4-14-16

Instructions for completing Form FS-6100-32:

Block 1 Enter name.

Block 2 Enter grade.

Block 3 Current AUO percentage rate (10%, 15%, 20%, or 25%).

Block 4 The beginning and ending pay periods of the analysis period:

- PP 1-6.
- PP 7-13.
- PP 14-20.
- PP21-(26 or 27).

Block 5 The total number of workdays is equal to the number of weeks in the analysis period; 60 days for 6 pay periods or 70 days for 7 pay periods.

Block 6 Time spent in full-day increments on leave or engaged in other activities is excluded from the number of workdays used to compute the daily average of AUO hours. Leave or other activities for less than a full day are included in the AUO computation.

In the appropriate space list the total number of full days of paid leave (annual leave, sick leave, holiday leave, administrative leave, etc.), non-paid leave (LWOP, AWOL, suspension, furlough), training, fire assignment, light duty, official time, temporary assignments detailed to a position with no AUO entitlement, and any other non-qualifying workdays.

- For example, an employee took 8 hours of holiday leave and worked 1 hour; the day is excluded.
- For example, an employee works 1 hour and takes 7 hours of sick leave; the day is included.
- For example, an employee claimed 8 hours of annual leave and worked 2 AUO hours; the day is excluded.
- For example, an employee traveled 4 hours to attend a 4-hour training course; the day is excluded.

Block 7 The total number of excludable days listed in block 6.

Block 8 Subtract block 7 from block 5 and enter the result in block 8. This shall be the new total workdays for the analysis period.

TP
SM

- Block 9 Enter the total number of AUO-qualifying hours from Form FS-6100-31, which is completed each pay period. The number of AUO hours claimed on FS-6100-31 must match the T&A for nonexempt employees
Take number out to 2 decimal places.
- Block 10 Enter the adjusted number of workdays from block 9.
- Block 11 Divide the number of workdays (block 10) into the number of AUO hours worked (block 9) and enter the result in block 11.
- Block 12 Multiply the average number of AUO hours worked (block 11) times the average number of days in the work schedule (5 days) to determine the average AUO hours worked per week.
- Block 13 Record the weekly hours for the previous 3 quarters plus the current quarter or appropriate number of quarters if the employee has not been approved for AUO for a full year. These hours are found in block 12 on Form FS-6100-32 for the current, second, third, and fourth (oldest) quarters.
- Block 14 Add all 4 previous quarterly AUO hours from block 13.
- Block 15 Divide the total average weekly AUO hours from block 14 by 4 (or by the number of quarters used in block 13).

Take all calculations out to 2 decimal places.
- Block 16 Block 16 is used to determine the AUO rate for a new AUO employee based upon past experience of the position and projected work. Once the employee has completed 4 quarters then the AUO rate is based upon actual AUO hours worked.
- Block 17 Enter the final AUO percentage rate for the next quarter based upon the result from block 15, Average AUO Hours for Year. The final AUO rate is based upon actual AUO hours worked over the previous 4 quarters. If the supervisor believes the final AUO rate warrants a higher or lower rate than what the final calculations yield, submit the form along with the justification statement through the chain of command to the Director's Office for review. Only the Director, or designee, may approve a rate higher than indicated in block 15.

The approving official must sign and date the completed Form FS-6100-32 in order for the rate to be effective. The approved AUO percentage rate shall be effective no earlier than the first day of the pay period beginning on or after the approval date. Once the form has been approved, submit Form SF-52, Request for Personnel Action, to the servicing personnel office in sufficient time to enter any changes in the AUO percentage rate to be effective with pay periods 1, 7, 14, and 21. Provide a copy of the approved form to the employee.

TP
Jan

Law Enforcement Availability Pay (LEAP)

When LEAP May Be Earned

1. LEAP hours may be claimed as defined in 5 CFR 550.182 and Forest Service Policy.
2. Regular workday means a day in the basic 40-hour workweek on which a special agent performs at least 4 hours of actual work. Actual work excludes overtime hours compensated under 5 U.S.C. 5542 and 5 CFR 550.111, unscheduled duty hours compensated by availability pay, approved training hours, approved leave hours, excused absence hours, and hours engaged in travel under official travel orders. Travel hours are limited only to the hours during which the special agent is traveling away from the official duty station under official travel orders and only for the period of time the special agent is actually traveling.
3. LEAP hours may be earned before or after base hours worked in a regular work day.
4. To the maximum extent feasible and consistent with the needs of the Forest Service, a substantial number of the hours needed to meet the minimum annual average of 2 hours or more per regular workday will be unscheduled duty hours actually worked.
5. When the Agency designates an employee as available, these hours will be specifically identified and will be compensated through LEAP.
6. In addition to Agency directed placement in availability status and in order to perform irregular overtime, which is compensated through LEAP, Criminal Investigators may also "self-initiate" hours of irregular or occasional overtime work or availability status, without specific supervisory pre-approval, based upon the investigators' determination that the work or availability status is necessary to meet the needs of Agency, subject to Agency policy and a requirement for after-the fact approval.
 - a. If the "self-initiated" hours of designated availability are subsequently approved and consistent with Agency policy, these hours qualify as "unscheduled duty" for purposes of LEAP.
 - b. If the "self-initiated" hours of designated availability are not case- or operation specific they should not be approved, and will not qualify as "unscheduled duty" for purposes of LEAP.

Physical Fitness

Physical Fitness time may be performed on LEAP in accordance with the FSM 5375. However, LEAP shall not be claimed for Physical Fitness time on identified days off.

Meal Breaks

TP
Jm

In accordance with Article 18 of the Master Agreement, all employees are required to take a minimum of thirty (30) minutes for an unpaid meal break roughly halfway through their schedule on any day that they work more than six (6) hours. When circumstances require work during this time in order to meet Agency needs, time worked during a planned meal break is considered unscheduled and may be compensated by LEAP.

New Employees

Employees who received AUO or LEAP immediately prior to being selected for a Forest Service Criminal Investigator position will receive LEAP upon appointment into the 1811 position and initial certification by both employee and supervisor, to include attendance at CITP.

Involuntary Suspension of LEAP

At any time between certifications, LEI may deny or cancel a certification based on a finding that a criminal investigator has failed to perform unscheduled duty (as assigned or reported) or that a criminal investigator is unable to perform unscheduled duty for an extended period of time due to physical or health reasons. In these situations, LEAP shall be suspended for a period appropriate to the particular circumstances, generally until a criminal investigator is able or willing to meet the unscheduled duty requirement. LEAP is suspended prospectively.

Annual Certification

By January 31 of each year, each Criminal Investigator and their supervisor shall make a certification to the Special Agent in Charge, that the Criminal Investigator met and will continue to meet during the upcoming 1-year period, the substantial hours requirement. The Law Enforcement Annual LEAP Certification Form is used for this purpose. The certification will cover the previous pay periods 01-26 (or 27). The form must be signed and dated in ink or digitally approved Esignature. Scanned or faxed copies to the supervisor of the signed document are acceptable.

Semi-Annual Hours Verification Review

By July 31 of each year, the criminal investigator will submit to their supervisor the annual hours verification form showing the total number of LEAP hours to cover the previous pay periods 01-13. The supervisor is responsible to ensure the review occurred and that the criminal investigator will meet the substantial hours requirement. The Law Enforcement Annual LEAP Certification Form is used for this purpose.

TP
Sam

Law Enforcement Annual LEAP Certification Form

LAW ENFORCEMENT AVAILABILITY PAY CERTIFICATION FORM

Employee: Suzie Investigator

LAW ENFORCEMENT AVAILABILITY PAY RECORD

Pay Periods 1 through 13			Pay Periods 14 through 26		
Pay Period	LEAP Hours Worked	Regular Workdays	Pay Period	LEAP Hours Worked	Regular Workdays
01	18.50	6.00	14	15.75	5.00
02	19.25	10.00	15	15.00	7.00
03	12.00	6.00	16	14.25	5.00
04	12.00	2.00	17	21.00	8.00
05	21.00	10.00	18	23.75	6.00
06	19.75	9.00	19	27.25	10.00
07	23.75	10.00	20	20.00	5.00
08	24.25	10.00	21	22.25	8.00
09	17.75	8.00	22	14.50	7.00
10	17.00	6.00	23	14.75	7.00
11	19.75	9.00	24	19.75	9.00
12	8.25	1.00	25	6.75	3.00
13	14.00	5.00	26	13.25	5.00
			27		
TOTAL	227.25	92.00	TOTAL	228.25	85.00

SUMMARY OF LAW ENFORCEMENT AVAILABILITY HOURS WORKED

Pay Periods Summarized	PP 1-13	PP 14-27	Total Year
Total Availability Hours Worked	227.25	228.25	455.50
Total Regular Workdays	92.00	85.00	177.00
Average Availability Hours Worked	2.47	2.69	2.58

SEMI-ANNUAL REVIEW

This review covers the period of _____ (Pay Periods 01-13) _____ 2016

Reviewed by:

Suzie Investigator 7/11/16 Tony Agent 7/14/16

Employee Signature Date Supervisor Signature Date

ANNUAL CERTIFICATION

This report covers the period of _____ Pay Periods 01-26(27) _____ 2016

The undersigned certify that the above listed investigator met the 2-hour minimum substantial hours requirement during the previous year and will continue to meet the requirement in the upcoming 1-year period. Failure on the part of the investigator to meet this certification may result in disciplinary action and/or cancellation of the certification. If certification is denied or cancelled, the investigator's entitlement to availability pay shall be suspended for an appropriate period.

Suzie Investigator 1/09/16 Tony Agent 1/13/16

Employee Signature Date Supervisor Signature Date

APPROVAL

Approved by: Linda Special Agent 01/14/17

Signature Date

*TS
SM*

Bi-Weekly LEAP Form

Criminal investigators are responsible for keeping a record of the time of the designated and approved availability and the nature of work performed for audit purposes. The Biweekly Record of Law Enforcement Availability Pay Form is used for pay audit purposes. Justifications should be general in nature and not contain confidential or sensitive information. Supervisors may require the submission of this information with the employee's timesheet.

Typically, the documents that will be used for internal pay audit purposes will include:

1. The annual Law Enforcement Availability Pay Certification form (or initial certification, when applicable).
2. Biweekly Record of Law Enforcement Availability Pay.
3. Timesheets, including approved OTAs.

Leimars

Employees are not required to complete block labeled: "Hours as AUO/LEAP" or block labeled; "Included/Excluded Day" in LEIMARS. Employees should still record total number of hours worked under the appropriate activity code.

TP
San



Biweekly Record of Law Enforcement Availability Pay

Employee Name: Suzie Lawman

DATE	TIME		LEAP HOURS	EXC.	CASE NUMBER	GENERAL DESCRIPTION
	FROM	TO				
10/18						RDO
10/19	1600	1700	1			Investigative duties
10/20	1800	1900	1			Physical Training
10/21	0000 1830	0130 2330	6.5		9401T029	Administrative duties
10/22				X		Training – 8 hours
10/23				X		Training – 5 hours
10/24						RDO
10/25						RDO
10/26						
10/27	0600	0930	3.5		9401R059	General patrol
10/28	0230 1630	0800 1900	8		9401R069	Investigative duties
10/29	1700	1830	1.5		9401R064	Designated available
10/30	0600	0800	2	X		Investigative duties – 6 hours sick leave
10/31	1700	2030	3.5		9401T039	Investigative duties

LEAP HOURS:

Total LEAP Hours

Included Days

Pay Period

27

7

21

EMPLOYEE CERTIFICATION:

I certify that the official duties were performed as described above.

Employee's Name (Printed)

Employee's Signature

Date (m/d/yy)

Suzie Lawman

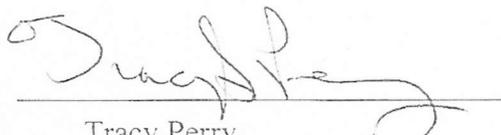
Suzie Lawman

10/2/16

*TP 4/14/16
SM 4-14-16*

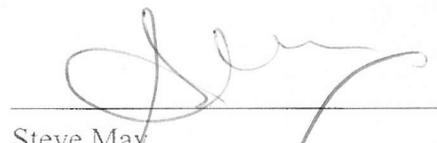
Terms of MOU

1. Management and the Union will jointly develop training as well as a Question and Answer document to assist employees with examples of how to practically apply the AUO/LEAP Policy and this Agreement.
2. The Forest Service agrees that all applicable Handbooks and policy documents will be revised to reflect the changes agreed upon by the parties. Subsequent changes to these provisions may be subject to negotiation as to procedures and appropriate arrangements and if additional changes are necessary Management will comply with Article 11 of the Master Agreement. -
3. Nothing in this agreement shall preclude Management from exercising its discretionary authorities.
4. Nothing in this agreement shall preclude the Union from exercising rights under the Master Agreement between NFFE and the Forest Service or 5 U.S.C. Chapter 71.
5. Modifications of these procedures by sub-units is not authorized.
6. This agreement may not controvert or supersede any statutory, regulatory, or contractual agreements.
7. This MOU becomes effective on the date of signature. Either Party may request to re-open or re-negotiate the agreement, if changing conditions create a need, consistent with midterm negotiations under Article 11 of the Master Agreement.



Tracy Perry
Deputy Director, Law Enforcement & Investigations

3/21/16
Date



Steve May
President, NFFE Local 5300

3-21-16
Date