



Memorandum of Understanding for Workstation Reconfiguration May 31, 2018



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, Local 1919, 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 in the Washington Office (WO) Staff located in the Yates building.

The parties agree to the following:

- I. Introduction:** The Associate Deputy Chief of Business Operations proposes an administrative decision for installation of workstations within the WO Yates building.
- II. Principles:** The parties share a common interest to ensure a smooth transition to the new organization; fair and equitable treatment for all affected BUEs, and continued collaboration throughout the reconfiguration of workstations.
- III. Guidelines:** All actions taken and agreements made between the parties shall be in compliance with the negotiated collective bargaining agreement known as the Master Agreement.
- IV. Scope:** The provisions of this MOU apply to Bargaining Unit Employees in the Washington, DC metropolitan area, Forest Service Headquarters Building, said Bargaining Unit Employees are represented by Local 1919. The parties agree that the scope of this agreement is limited to the increasing the number of workstations in areas 1CE, 1SE, 2CE, 4SE, and 5SC of the Yates Building.
 - A. The parties agree the addition of workstations will not change the series, grade, or bargaining unit status of any Bargaining Unit Employee within the Yates Building. If any changes in the bargaining unit status are necessary, a separate notification, in accordance to Article 1 of the Master Agreement will be provided.
 - B. The parties agree the installation and or assembly of work stations will be conducted during times in which the building is not occupied by employees, specifically on a Saturday and Sunday.
 - C. Should installation of workstations need to be conducted other than Saturday or Sunday, all work will be conducted after normal duty hours.
 - D. The parties agree the employee placement or seating assignments will be in accordance with the Washington Office Workstations MOU dated November 6, 2013.
- V. Master Agreement:** No terms or any part of the MOU may override or conflict with the Master Agreement between National Federation of Federal Employees and the Forest Service.
- VI. Communication and Transparency:** This MOU will be distributed to WO-Yates building staffs by a jointly-agreed upon communication within 30 days of signature unless mutually agreed upon by the signatories of this MOU.

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- A. The parties agree the bargaining unit employees will be notified of the building conditions as quickly as possible when details and guidance in accordance with this MOU.
- B. The parties agree the decision regarding the status of the building(s) condition will occur within 1 hour of knowledge of building issues.
- C. The parties agree that when it is determined that the building or section(s) of the building are being reconstructed, the following will apply for affected BUEs:
 - 1. Management will provide safe, alternative work station/site.
 - 2. Should management not be able to provide a safe, alternative work station/site, management at the Deputy Chief level has the authority to grant a reasonable amount of excused absence(s) to affected BUEs.
- D. Management will be in compliance to the following:
 - 1. The affected BUEs work schedules are not projected to change in light of the WO transition.
 - 2. The affected BUEs approved HRM Wellness Program Plan will remain unchanged.
 - 3. BUEs with approved leave at the time of the WO workstations reconfiguration will remain approved unless a legitimate Agency need that is necessary for efficient operation of the work place occurs. Leave will be requested in accordance with the established procedures outlined in Article 20 of the Master Agreement.
 - 4. In certain situation(s), management may implement “unscheduled leave.” BUEs not designated as “emergency employees” may take annual leave, earned compensatory time off, earned credit hours or leave without pay in accordance with the procedures established in FSH 6109.11, Chapter 30.
 - 5. This MOU addresses the Impact and Implementation of workstations in the Forest Service Headquarters (Yates Building). Appropriate notification will be given to employees prior to change taking effect.
 - 6. Any Agency approved work-at-home agreements will remain in place. Any change will be in accordance with established agreement(s) between supervisor and employee.
 - 7. Detail assignments and temporary promotions in place at the time of the workstations reconfiguration will be continued until such time as the detail / temp promotion NTE date is reached or the position is filled, assuming successful performance, in accordance with Article 16 of the MA and FSH 6109.12, Chapter 20.
 - 8. In the event that any BUEs have a safety concern, they will utilize the eSafety program and/or contact the proper official by filing verbally or in writing (safety matters could be considered a worker’s compensation issue, which is handled through the Department of Labor) and the BUEs will be treated equitable and fairly.

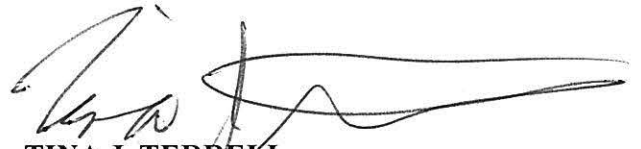
VII. No Modifications Allowed: Modification of these procedures by sub-units is not authorized. No terms or any part of the MOU may override or conflict with the Master Agreement nor Federal Labor laws. The terms and conditions of this MOU shall be effective upon the date of

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signing by both parties. If either party wished to modify its terms, written notification of a desire to report must be provided to the other party, per Article 11 of the Master Agreement. This MOU may be terminated by mutual agreement of both parties.

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.

Dannette A. Jones
DANNETTE A. JONES
President
NFFE Local 1919


TINA J. TERRELL
Acting Associate Deputy Chief
Business Operations
5/31/18

