

Memorandum of Understanding on the Assignment of National CIO Workspace

This Memorandum of Understanding (MOU) is between the National Federation of Federal Employees (NFFE), Federal District 1, Local 2196, hereafter referred to as “Union”, and the United States Forest Service, CIO hereafter referred to as “Management”. Management and the Union, collectively, constitute “the Parties.”

I. Introduction:

- A. The purpose of this MOU is to put in place procedures regarding the assignment of workspace in a fair, equitable, and consistent manner. This MOU was negotiated in accordance with Article 11 of the FS Master Agreement.
- B. The provisions of this MOU apply to Bargaining Unit Employees in the CIO organization located in spaces operated by CIO. It is recognized that management is negotiating with respect to workspace assignment of BUEs only; Management intends to apply this process to non-BUEs as well.
- C. CIO employees located at the WO Yates facility will follow the negotiated Assignment of Workstations in the Washington Office (Yates) MOU as long as it is in place.

II. Principles:

In partnership between the Union and Management, the following principal was used, “we will create a process that will allow Management to assign space within parameters”. We recognize that allowing employees to participate in decisions that affect them daily such as the selection of their workstation will contribute to overall satisfaction and morale.

III. Guidelines:

- A. Space usage and assignment should be efficient and cost effective, locating employees and supervisors in the same area where possible.
- B. The impact of space assignment changes on the workforce will be kept to a minimum as much as possible.
- C. Space assignment will be documented in business cases that drive the function-specific assignment, the unit delineations, and any exceptions.
- D. Space assignments will include factors such as the physical security of classified data, procurement-sensitive data, information covered by the Privacy Act, and other needs for confidentiality.

IV. Communication and Transparency:

This MOU will be distributed to CIO staff by a jointly-agreed communication and posted in the Partnership Council website.

V. Master Agreement:

No terms or any part of the MOU may override or conflict with the Master Agreement between NFFE and the Forest Service.

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VI. No Modifications Allowed:

Modification of these procedures by individual directorates and below is not authorized.

VII. 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 proposed changes must be provided to the other party as per Article 11 of the Master Agreement. This MOU may be terminated by any party. The party wishing to terminate this MOU must provide written notification to the other party 30 calendar days in advance of proposed termination date.

VIII. General Process:

- A. It is recognized that certain positions will be assigned to a specific location in relation to the entire staff area due to the nature of the position or the function performed. This category includes positions such as Receptionist, Administrative Assistants, classified or sensitive data processing, etc. These locations are designated for the purposes of the MOU as “Fixed Locations.”
- B. It is recognized that other positions have a need to be in close proximity to each other. This category of positions includes Supervisors, classified or sensitive data processing, etc. These locations are designated for the purposes of this MOU as “Semi-Fixed Locations.”
- C. Upon request, Management will provide a business case for review by the Union as defined under “Specific Steps” below.

IX. Specific Steps:

A. Identification of Fixed Locations:

- 1. Management will determine which positions within their organization require a specific space allocation due to the function they perform or special need.
- 2. Management when identifying a specific position’s need will document the business case for this requirement.

B. Identification of Directorate, Branch, Unit, or Team “Boundary Lines”:

- 1. Boundary lines will designate a space allocation within CIO space for each directorate where multiple CIO directorates are located.
- 2. These “boundary lines” will not be arbitrary or capricious, but related to factors such as the interaction of the units, the work to be done, and the overall space available. Management will document the general business case to explain the rationale and logic for the layout.

C. Identification of Semi-Fixed Locations:

- 1. Once the space has been allocated, Management (i.e., the directorates) will indicate which spaces within their designated area are to be assigned special status and not open for negotiation. These spaces are tied for the most part to position/function not to

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an individual. A space may be marked as dedicated due to factors such as the need for proximity to another staff member, requires process of classified or sensitive data, or other reasons determined by management to be necessary for business function.

2. It is up to the discretion of Management to designate these locations; however, they must be supported with a business case.

D. Selection of Remaining Workspace:

1. Once the “Fixed” and “Semi-Fixed” spaces have been designated, all other spaces in a directorate’s area are open for the directorate’s staff to select and utilize. The employees within the directorate (Bargaining Unit and Non-Bargaining Unit) not designated to a specific space will be allowed to choose where they will sit within the directorate’s area based on the following criteria:
 - i. Service Computation Date for Leave (SCD). Employees with the most seniority will select first and so on until all the space has been assigned.

E. “Bumping”:

1. Once a space has been selected and assigned to an employee, that will be their space and they will not be moved from that space because a new employee reporting has a higher SCD.
2. The employee will retain their space until they change jobs, separate from the CIO Staff, volunteer to give up the space, or if Management determines there is a need for a large-scale move/realignment/sharing.

F. Vacant Workspaces or “Open Spaces”:

1. If a vacant workspace is “open,” an employee within the directorate area that wishes to move into that space must indicate this desire to the Assistant Director (AD), and the AD will notify other employees in the directorate at that location to see if there is broader interest. If only one employee indicates the desire to move into the space then the AD may authorize that change and notify the CIO Facilities Manager and the Union. If more than one employee expresses an interest, then the highest SCD will be used to allocate the space. The determination by Management might also be to leave the space vacant.

G. Shared Workspaces:

If there are not any vacant workspaces within designated boundary areas, then staff will need to share workspaces and coordinate their telework days to allow sharing. Sharing is not only limited to new staff. Sharing workspace will be as follows:

- a) Temporary employees will not be assigned a workspace. Hotel space available for these employees. A hotel space is generally smaller than a normal workspace, unassigned, and available on a first-come first-serve basis.
- b) If an employee teleworks 4 or more days per week, the employee will not be assigned a workspace and will use a hotel space when in the office.

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- c) The employee scheduled to be in the office on a specific day has priority for the shared workspace. If the other employee is also on work site, that employee should use hotel space.
- d) If a Directorate does not have enough spaces within their area, then employees who telework 5 days per pay period may be required to share workspace. BUEs and non-BUEs will not share the same workspace.
 - a. CIO staff already on board may volunteer to share within a directorate.
 - b. If there are no volunteers, the AD will identify the number of cubicles that need to be shared and management will provide a list of the employees with the lowest SCD needed to meet that number. For example, if 3 workspaces need to be shared, the list will identify the 6 employees with the lowest SCD in that directorate.
 - i. The list of employees who will be directed to share workspaces will be generated and employees notified. Employees on this list have an option to volunteer who they will share with from this list.
 - ii. Otherwise management will assign employees to shared workspaces and will submit it to the union for review prior to notifying the employees.

H. Special Exceptions:

- 1. A vacant space can be designated to an individual by the AD to accommodate special needs temporarily, and the space will remain “vacant”, and this will include short term detail assignments. For a permanent workspace assignment a boundary charge will be required.

X. Resolution Steps:

- 1. Should the Union disagree with any of the proposals or decisions made in Section IX, Specific Steps, they will notify Management. The Parties agree that they will then attempt to reach resolution.
- 2. If resolution is not possible, it is recognized that the Parties may avail themselves of other avenues to attempt to reach resolution through the Master Agreement.

XI. Term of Agreement:

- 1. Nothing in this Agreement shall preclude Management from exercising its discretionary authorities.
- 2. This MOU becomes effective on last date of signature.
- 3. The Parties agree that as other issues arise around this topic, this MOU may be reopened by either Party at a point no earlier than one year after the effective date, consistent with midterm negotiations in accordance with Article 11 of the Master Agreement.

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For Management	Date	For the Union	Date
DONALD MODDER, Acting Assistant CIO Natural Resources & Environment USDA		LYDIA GALLEGOS President NFFE Local 2196	