

MEMORANDUM OF UNDERSTANDING
CASS Security Pen and Perimeter Check

This Memorandum of Understanding (MOU) is between the USDA Forest Service (Management) and the National Federation of Federal Employees, Local Lodge 1840 (Union), henceforth jointly referred to as the “parties.” The purpose of the MOU is to describe the agreement of the parties regarding security perimeter check procedures to include utilizing security pens for recording perimeter checks at Cass Job Corps Civilian Conservation Center.

The parties agree to the following procedures:

1. The use of security pens for recording perimeter checks will be for safety and internal security reasons.
2. Management will provide Bargaining Unit Employees (BUEs) clear instructions for end of day shutdown procedures.
3. Management will complete a Job Hazard Analysis within 60 days of the completion of this MOU. Management will comply with Article “Safety and Health” of the Master Agreement in providing any special and/or unusual safety equipment such as a working flashlight and two way radio. In addition, a golf cart may be provided and utilized to assist BUEs in their responsibility to conduct and record security perimeter checks.
4. Management will ensure all security pen locations are in a safe, secure and well-lit area.
5. BUEs conducting security checks shall carry a functioning hand-held radio and flashlight. Two way communication must be maintained with the shift Supervisor/Lead contact to include a radio check, before conducting a security check and check-ins throughout the security check as needed.
6. Security checks (area/location and periodic time frames) at a minimum shall consist of standards outlined in the Center Safety and Security Plan. Management will provide BUEs with changes or updates to the Center Safety and Security Plan.
7. Inclement Weather
 - a. The parties agree to follow Master Agreement Safety and Health Article Section which states. *In the absence of immediate access to the supervisor, the employee may suspend his or her work whenever any environmental condition or combination of conditions (including, but not limited to, temperature, relative humidity, wind, precipitation, and air quality) become so extreme as to pose an immediate danger to employee health and safety that cannot be readily mitigated by the use of appropriate, approved protective equipment or technology. The employee will then promptly contact the supervisor as appropriate.* (See Master Agreement Safety and Health Article for complete provisions and procedures)

- b. The Center Director or Acting Director will be notified immediately, in the event a security perimeter check cannot be conducted safely until additional staff or a supervisor is on center. Security perimeter checks will resume once additional staff arrives on Center.
- c. In the event that a security check cannot be conducted safely, the BUE will document the safety reasons in the electronic or written log book.

8. Security Situation

- a. In the event of a security situation that could put their safety/security at risk; employees should keep a safe distance (e.g. unidentifiable/suspicious individual, predatory animals, rioting, and breaking and entering) and immediately call for support. If needed, contact Local or Forest Service Law Enforcement Officer (LEO). Regardless of any applicable security situation described in this section, the Center Director or Acting Director will be contacted.

9. Security pen data will not be used for routine monitoring of bargaining-unit employees' conduct, performance, behavior, or time and attendance except when there is reasonable suspicion of misconduct.

10. The parties agree training is essential and there is a mutual interest to provide necessary training for BUEs on the security pen check procedures. The training will be offered through a variety of venues for ease of understanding.

- a. Management will provide BUEs training prior to any BUE conducting Security Perimeter Checks in accordance with Master Agreement Employee Training provisions.
- b. Management will provide BUEs refresher training as needed.

11. Management will provide an email to the NFFE Local Lodge 1840 President and all Cass bargaining unit employees to inform them of the Security Perimeter Checks and requirements within 60 days of the MOU's effective date.

12. A copy of this MOU will be posted to the HRM FS Web Site.

13. The parties stipulate that the signatories below have the authority to bind the respective party to the terms and conditions as agreed herein.

This MOU becomes effective upon the date the last person below signs and dates it. Either party may request, consistent with midterm negotiations under Article 11 of the Master Agreement, to re-open or re-negotiate the agreement. This MOU will be enforced upon completion of all requirements outlined in this MOU.

/s/ Vigil J. Morrow

Date: 03/19/2019

V. TODD MORROW
Management Designated Lead Negotiator

/s/ Shawn Patterson

Date: 03/19/2019

SHAWN PATTERSON
FSC General Vice President