



Memorandum of Understanding
Regarding Dispatch Center On-call Scheduling Procedures
Between
US Forest Service, Helena – Lewis and Clark National Forest
and
National Federation of Federal Employees, Local 1241



This Memorandum of Understanding (MOU), made by and between the National Federation of Federal Employees (NFFE), Local 1241 (“Union”) and the United States Forest Service, Helena – Lewis and Clark National Forest (HLCNF) (“Management”) – hereafter referred to collectively as “the Parties” – pertains to the procedures and arrangements for scheduling the on-call assignments of dispatchers located at the dispatch centers on the Helena – Lewis and Clark National Forest.

The Parties stipulate that the signatories to this MOU have the authority to bind their respective party and agree to the following:

1. Scope of Agreement

- a. This MOU is subordinate to the Master Agreement and the supplemental agreements negotiated at the national level. The alternative procedures for scheduling on-call assignments and other arrangements contained herein are authorized by Article 18, Subsection 11.c of the Master Agreement.
- b. The provisions of this MOU are limited in their application to NFFE-represented dispatchers assigned to the Helena Interagency Dispatch Center and the Great Falls Interagency Dispatch Center.
- c. Nothing in this MOU will be construed to limit either party’s statutory rights.
- d. Any disagreement over the meaning or interpretation of any part of this MOU will be settled between the Union and Management in accordance with the procedures in Article 11 of the Master Agreement. However, Parties are encouraged to resolve disputes at the lowest possible level through informal discussion and other means.
- e. Any NFFE-represented dispatcher on the Helena – Lewis and Clark National Forest who believes this MOU has been violated may grieve the violation under Article 9 of the Master Agreement.

2. Definitions

- a. On-call status: On-call status is defined in Article 18, Section 11, of the Master Agreement.
- b. Hours of work: Article 18, Section 11, of the Master Agreement, 5 CFR 550.112(l) and 5 CFR 551.431(b) define when an employee is considered off duty and their time spent in an on-call status is not considered hours of work.
- c. On-call status is distinguishable from compensable “Standby” duty: Standby duty is defined in Article 19, Section 7, of the Master Agreement.
 - (1) Time is not standby duty or compensable when:
 - (a) The employee is at an emergency incident camp and relieved of duties.



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- (b) The employee is subject to restrictions necessary to ensure that the employee will be able to perform the assigned duty. Restrictions on alcohol consumption or use of certain medications cannot be the basis for determining that the employee's activities are substantially limited.
- (c) The employee voluntarily restricts activities or use of electronic communication devices to be available for duty after work hours.
- (d) The employee spends time at their personal residence preparing to depart on a fire assignment or other emergency assignment.
- (e) The employee remains at the post of duty because of a natural result of geographic isolation.
- (f) The employee remains at the post of duty voluntarily or if the employee lives on the premises of the duty station.

3. General Provisions

- a. Where the alternative scheduling procedures and arrangements for on-call assignments contained in this MOU do not dictate otherwise, the Parties agree to promote and maintain compliance with the existing provisions of Article 18 of the Master Agreement.
- b. On-call status will be distributed fairly and equitably, to the fullest extent practicable, among qualified dispatch employees who volunteer for or are assigned on-call status.
- c. An employee assigned on-call status in excess of what is fair and equitable due to insufficient staffing or lack of supervisory planning will be excluded from this status until the disparity has been remedied. Management will first solicit for volunteers for on-call status but also reserves the authority to assign on-call status due to unforeseen emergencies.
- d. The Union can request and will be provided with on-call status assignment documentation to verify compliance with this agreement.
- e. Employee input will be considered when scheduling on-call assignments in order to promote work-life balance.
- f. An employee may make arrangements for another individual to take their on-call assignment.
 - (1) The employee who was scheduled to be on-call will notify Management of the replacement. In the event that an employee who is scheduled to be on-call is unable to do so due to illness or an emergency, the employee will notify Management, as soon as practical, and the employee will make arrangements for on-call coverage. If the employee is unable to find a replacement, Management will assign a qualified employee to the on-call coverage – normally the designated backup as provided for in Section 3.f. (2) of this MOU.



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- (2) Management will designate a backup employee or crew to be available in case of an emergency absence or hardship of the assigned employee. If there is reasonable indication that this backup provision is being abused by any employee, the employee may be denied the use of a backup and/or subject to disciplinary action.
 - (3) An employee who needs to work a different scheduled on-call period will make a written request to their supervisor indicating the reason for their request. The employee and supervisor will discuss both employee and agency needs related to the request. If consistent with the needs of the job, the employee may be assigned to that on-call period. Management will provide their decision in writing. If the request is denied, the decision will state the reason for the denial.
- g. When required, an employee in on-call status will report to the duty station as soon as practical, but will not be required to do so in less than 1 hour. During the period from December 1 to March 1, an employee in on-call status who is required to report back to the duty station will do so as soon as practical but will normally not be required to do so in less than 2 hours during these months. This 2 hour call-back provision in place from December 1 to March 1 may be modified by management according to emergency demands on the dispatch centers.
 - h. Normally, the on-call dispatcher is the primary point of contact during off duty hours.
 - i. Management will provide notice in writing to the employee of changes in an employee's on-call schedule. Notice will be provided at least 10 days in advance except for emergencies and unforeseen situations (e.g. last-minute fire assignments), which would result in undue hardship in mission accomplishment and/or substantial additional cost. Management will give consideration to an employee's personal needs when changing on-call periods.
- 4. Scheduling**
- a. The dispatch centers on the Helena – Lewis and Clark National Forest rely on 5-day staffing of the centers during part of the year and 7-day staffing during the other part of the year. The dates on which the scheduled staffing levels change at the dispatch centers (listed below) may change based on seasonal conditions and Agency needs.
 - (1) 5-day staffing of dispatch centers generally begins the first week in November and runs through mid-June.
 - (2) 7-day staffing of dispatch centers generally begins mid-June and runs through the end of October.
 - b. 5-day staffing scheduling options.

Either of the following options may be used by the dispatch centers. Changes to current scheduling options will not be made without employee input and notice to the union.

 - (1) Option 1: On-call assignments made daily



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- (a) An employee is assigned or volunteers for on-call status on each day of the period being scheduled (generally monthly) – the days can be consecutive and/or interspersed throughout the month(s).
 - (b) Before on-call status is assigned, dispatchers will be invited to note the days on a calendar for the coming month(s) when they have personal commitments that they would like Management to consider before making on-call assignments.
 - (c) If an employee will be absent on the day(s) that on-call scheduling takes place, it is the responsibility of the absent employee to submit any personal commitments that they want Management to consider before scheduling on-call assignments.
 - (d) After reviewing employees' availability and the personal commitments that employees want Management to consider, Management will assign on-call duties based on Agency needs and employees' availability.
 - (e) When there are dates that all employees indicate unavailability or conflicting personal commitments on the calendar, Management will ask for volunteers. When there are no volunteers, Management will assign on-call status on a rotational basis or will take the on-call status themselves.
 - (f) Normally, employees are entitled to have at least 2 days per pay period when they are not on-call, at least 1 of which will be on their regular day off.
- (2) Option 2: On-call assignments made weekly
- (a) An employee is assigned or volunteers for on-call status on each week of the period being scheduled (generally monthly). Employees average one week of on-call status per month.
 - (b) The employee's week of on-call status begins Monday after business hours and runs through to the start of business hours the following Monday morning. If there is a holiday, then the end of the scheduled week of on-call status moves to the next business day.
 - (c) Before on-call status is assigned, dispatchers will be invited to note the days on a calendar for the coming month(s) when they have personal commitments that they would like Management to consider before making on-call assignments.
 - (d) If an employee will be absent on the day(s) that on-call scheduling takes place, it is the responsibility of the absent employee to submit any personal commitments that they want Management to consider before scheduling on-call assignments.
 - (e) After reviewing employees' availability and the personal commitments that employees want Management to consider, Management will assign on-call duties based on Agency needs and employees' availability.
 - (f) When there are dates that all employees indicate unavailability or conflicting personal commitments on the calendar, Management will ask for volunteers. When there are no volunteers, Management will assign on-call status to



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dispatchers on a rotational basis or Management will take the on-call status themselves.

- (g) Normally, employees are entitled to have at least 2 days per pay period when they are not on-call, at least 1 of which will be on their regular day off.

c. 7-day staffing scheduling options

Either of the following options may be used by the dispatch centers.

- (1) Option 1: One day per week of on-call status assigned on a rotational basis
 - (a) Qualified employees are assigned one day per week of on-call status on a rotational basis for the duration of the 7-day staffing period.
 - (b) Prior to switching to 7-day coverage, Management will solicit employees for potential changes to the previous year's on-call schedule.
 - (c) Schedule changes will be as accommodating as possible. However, if accommodation is not possible, Management will determine the schedule based on Agency needs.
- (2) Option 2: One week of on-call status assigned on a rotational basis
 - (a) During 7-day staffing there are two shifts worked by employees: Sunday through Wednesday and Wednesday through Sunday (10 hour days with overlap on Wednesdays).
 - (b) On a rotational basis, employees are assigned 7 days of on-call status where they alternate between 4 days of on-call status and 3 days of on-call status. Employees average one week of on-call status per month. For Example:
 - Week 1
 - (i) Employee 1 takes 4 nights of on-call status (Sunday to Wednesday)
 - (ii) Employee 2 takes 3 nights of on-call status (Thursday to Saturday)
 - Week 2
 - (iii) Employee 1 takes 3 nights of on-call status (Sunday to Tuesday)
 - (iv) Employee 2 takes 4 nights of on-call status (Wednesday to Saturday)



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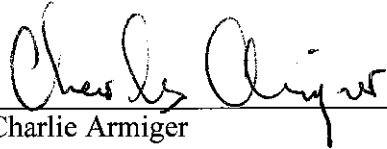
5. **Term of Agreement**

- a. The effective date of this MOU is the date that the last signatory signs and dates this MOU and it will remain in effect until renegotiated or until the termination of the Master Agreement effective December 6, 2016.
- b. This MOU will be reassessed after implementation to ensure its objectives are met, and annually reviewed thereafter, as needed, to ensure it is meeting the needs of the Parties and to determine whether amendments need to be made.
- c. Either party may request to extend, modify, or terminate this MOU, or parts thereof, utilizing the procedures in Article 11 of the Master Agreement.

For Management:

For Union:

Marty Mitzkus
Fire Staff Officer
US Forest Service
Helena/Lewis & Clark National Forest



Charlie Armiger
Acting, Steward
NFFE, Local 1241

Date: _____

Date: 23 JUNE 2017