



MEMORANDUM OF UNDERSTANDING  
Regarding Collaboration Between Union and Management in  
Fulfilling the Northern Region's Obligations  
Under its Alliance Agreements with Area Offices of the  
Occupational Safety and Health Administration



Between  
U.S. Forest Service, Northern Region  
&  
Local Lodges of National Federation of Federal Employees, Northern Region

This Memorandum of Understanding (MOU) is made by and between the United States Forest Service, Northern Region (Region 1) ("Management") and the Northern Region's Local Lodges of the National Federation of Federal Employees (NFFE) ("Union") – hereafter referred to collectively as "the Parties." The purpose of the MOU is to document the agreement of the Parties regarding the implementation of the Alliance Agreements between the Northern Region and the Area Offices of the Occupational Safety and Health Administration (OSHA)(See attached OSHA Alliance Agreements).

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

**A. General:**

- 1) The Alliances established between OSHA and the Northern Region represent advantageous common efforts wherein Management and the Union can cooperate to meet their obligations under Article 27 of the Master Agreement "to create and maintain a safe and healthy workplace, safe and healthy working habits, and conditions to minimize accidents and prevent lost work time due to illness or injury." (See Art. 27.1)
- 2) The Alliance Agreements between OSHA and the Northern Region add value and focus to the Parties' obligations under Article 27 of the Master Agreement and are not intended to replace or supersede the provisions of Article 27.

**B. Scope of Agreement:**

- 1) This MOU is subordinate to the Master Agreement and the supplemental agreements negotiated at the national level.
- 2) The provisions of this MOU are limited in their scope to defining the areas wherein the Parties are encouraged to cooperate and work collaboratively to fulfill the Northern Region's obligations under the 2017 OSHA Alliance Agreements.
- 3) Nothing in this MOU will be construed to limit either party's statutory rights.
- 4) 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.



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**C. Sharing of information, guidance, and access to resources:**

- 1) The Parties agree to comply with the provisions of the Master Agreement and other applicable laws, government-wide regulations and policies as they relate to Union requests for information from Management.
- 2) Safety and health information, reports, and resources will continue to be provided to the Union in accordance with Article 27 of the Master Agreement.

**D. Raising Awareness of OSHA's Rulemaking and Enforcement Initiatives:**

- 1) When appropriate, and in accordance with formal discussion requirements, the Union will be invited to participate in OSHA Leadership Meetings, Forest Service Regional Leadership meetings and workshops convened to raise awareness of and commitment to workplace safety and health.
- 2) When appropriate, and in accordance with formal discussion requirements, the Union will be invited to participate in any forums, round table discussions, or stakeholder meetings convened under the OSHA Alliance Agreements to help forge innovative solutions related to natural resource field-work and wildland firefighting hazards.

**E. Training and Education**

- 1) The Parties intend to work together, and in accordance with the Master Agreement, to achieve the training and education objectives of the OSHA Alliance Agreements.
- 2) When and where appropriate, Management will seek Union input on the Alliance's efforts to enhance the training and information for Region 1's Leadership, Supervisors, Safety committee members, and Safety and Health Managers and employees.

**F. Outreach and Communication**

The Parties intend to work together, and in accordance with the Master Agreement, to achieve the outreach and communication objectives of the OSHA Alliance Agreements.

These objectives include:

- 1) Build open lines of communication, mutual trust, and effective working relationships.
- 2) Enhance expertise of both OSHA and Region 1 employees in recognizing hazards in field natural resource work and firefighting, and in selecting personal protective equipment (PPE).



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**G. Term of Agreement**

- 1) The effective date of this MOU is the date that the last signatory signs and dates this MOU.
- 2) Modifications of the OSHA Alliance Agreements which affect the provisions of this MOU will be addressed through the procedures in Article 11 of the Master Agreement.
- 3) This MOU will remain in effect until either party requests to modify or terminate it utilizing the procedures in Article 11 of the Master Agreement or upon the termination or expiration of the OSHA Alliance Agreements.

For Management:

For Union:

Leanne Marten  
Regional Forester  
U.S. Forest Service, Northern Region

Terri Anderson  
Council Vice President  
NFFE – FSC, Northern Region

Date: 8/11/17

Date: 8/10/17



AGREEMENT ESTABLISHING AN ALLIANCE  
BETWEEN  
BILLINGS, BISMARCK, AND SIOUX FALLS AREA OFFICES OF  
THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION  
U.S. DEPARTMENT OF LABOR  
AND  
U.S. FOREST SERVICE  
NORTHERN REGION

The Occupational Safety and Health Administration, Billings, Bismarck and Sioux Falls Area Offices (OSHA) and the U.S. Forest Service, Northern Region – covering the states of Montana, North Dakota, and parts of South Dakota (Region 1) – recognize the value of establishing an alliance and collaborative relationship to foster safer and more healthful American workplaces. OSHA and Region 1 of the U.S. Forest Service hereby form an Alliance to share information, guidance and access to resources amongst Forest Service managers and employees and OSHA managers and Compliance Officers. Participants of this Alliance will summarize specific activities annually.

This Alliance will enhance Forest Service employee health and safety and will provide OSHA Compliance Officers with an understanding of safety and health hazards inherent in Region 1 operations. OSHA and Region 1 will focus on safety and health issues including facility and field hazards, employee safety training and field hazard identification techniques, programs and methods.

Raising Awareness of OSHA's Rulemaking and Enforcement Initiatives

The Participants intend to work together to achieve the following objectives related to raising awareness of OSHA's rulemaking and enforcement initiatives:

- The participants will participate in OSHA Leadership Meetings, Forest Service Regional Leadership meetings and workshops, to raise awareness of, and commitment to, workplace safety and health.
- The participants will convene or participate in forums, round table discussions, or stakeholder meetings to help forge innovative solutions related to natural resource field-work and wildland firefighting hazards.

- Region 1 will include a requirement in all its contracts and require all of its contractors to include a requirement in all its contracts that any employer performing work under the contract will comply with the Occupational Safety and Health Act and all OSHA standards and regulations.

### Training and Education

The Participants intend to work together to achieve the following training and education objectives:

- Enhance the training and information for Region 1's Leadership, Supervisors, Safety Committee members, and Safety and Health Managers and employees.
- OSHA will support Agency Technical Assistance Requests (ATAR) from Region 1 as resources permit.

### Outreach and Communication

The Participants intend to work together to achieve the following outreach and communication objectives:

- Build open lines of communication, mutual trust, and effective working relationships.
- Enhance expertise of both OSHA and Region 1 employees in recognizing hazards in field natural resource work and firefighting, and in selecting personal protective equipment (PPE).


OSHA's Alliance will provide parties an opportunity to participate in a voluntary cooperative relationship for purposes such as training and education, outreach and communication and raising awareness of OSHA's rulemaking and enforcement initiatives. These Alliances have proved to be valuable tools for both OSHA and its Alliance participants. By entering into an Alliance with a party, OSHA is not endorsing any of that party's products or services.

Representatives of both organizations will meet to develop a work plan, determine working procedures, and identify the roles and responsibilities of the participants. In addition, they will meet at least two times per year to track progress and share information on activities and results in achieving the goals of the Alliance.

This Alliance will remain in effect for a two year period. Any signatory may terminate it for any reason at any time, provided it gives 30-days written notice. This alliance may be modified at any time with the concurrence of all signatories. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer or anything of value involving reimbursement or

contribution of funds between the parties to this will be handled in accordance with applicable laws, regulations, and procedures.

Signed this 15<sup>th</sup> day Aug 2017.



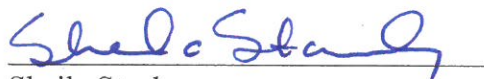
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