

MEMORANDUM OF UNDERSTANDING
BETWEEN
HURON MANISTEE NATIONAL FORESTS
AND
NATIONAL FEDERATION OF FEDERAL EMPLOYEES, LOCAL 2086
HOUSING OCCUPANCY POLICY

This memorandum of understanding (MOU) is between the National Federation of Employees (NFFE) Local Lodge 2086 and the U.S. Forest Service. This MOU addresses the Housing Occupancy Policy for all Government housing units administered by the Huron Manistee National Forests and clarifies how the policy will be applied to bargaining unit employees. In any circumstances where this Agreement and the Master Agreement between the Forest Service and the NFFE are in conflict, the Master Agreement will prevail.

All occupants will sign a copy of the Statement of Housing Facilities Policy and agreement prior to use of the housing facilities and an explanation of the terms will be given by the user's supervisor or representative at the time of the signing.

A copy of the Statement of Housing Facilities Policy and Agreement will be posted at each of the housing facilities. Specific policies and agreements for each site are attached.

Statement of Housing Facilities Policy and Agreement

- Occupancy of a government crew quarters is a privilege, not a right. If an employee does not abide by the MOU, their individual district housing facilities policy, Departmental Regulation (DR) 4070-735-001, or Employee Responsibilities and Conduct their housing privilege may be revoked and may be grounds for eviction. Standards of ethical conduct for government employees apply. Harassment at any time will not be tolerated. Except in cases where tenants may pose an immediate threat to other occupants or property, the Forest Service will provide 24-hour notice of eviction. Employees must consider the appearance of their actions when off duty due to being on a government facility and still representing the United States government from an ethical perspective.
- Occupants are to conduct themselves in a manner that will prevent injuries or damage to government property (no horseplay, no wrestling, etc.)

- It is advisable for employees residing in Government quarters to carry renter's insurance, which should also protect them against a personal civil suit should anyone become injured on the rented property. In such instances, the Government is not liable under the Federal Tort Claims Act (28 USC 1346, 2401, and 2671-2680) unless there is proof of negligence on the part of a Government employee acting within the scope of their employment that caused the injury or damage.
- Each occupant of government crew quarters is responsible for keeping the common **areas** of the facility clean, sanitary, and free of hazards. Clean dishes and bathroom immediately after use. Washroom, shower areas, kitchen areas, and appliances will be kept clean and sanitized. Perishable food will not be left out. Floors are to be swept, beds made, and personal articles organized or stored in an orderly manner. Occupants are responsible for ensuring their trash/garbage is disposed of properly. Occupants are to report any unsanitary, hazardous, or unsafe conditions immediately to the District Housing Coordinator, their supervisor, or the District Ranger.
- No structural modifications, plumbing, or electrical alterations (or additions) to the crew quarters are allowed unless authorized by the District Ranger.
- Barbeque grills will be used outdoors only. No flammable materials will be used or stored in the crew quarters.
- No firearms are allowed in or stored in the housing facilities.
- Occupants are responsible for making sure all smoke detectors are working properly. If any detectors are not working or they need new batteries, contact the Housing Coordinator or your supervisor immediately.
- No smoking is allowed in the crew quarters or garages. Federal policy also prohibits the use of electronic cigarettes in Federal facilities.
- Parking is allowed in designated areas only. Do not park Forest Service vehicles in these designated areas.
- Individual property and privacy rights will be respected by all the occupants.
- All Federal, State, and local ordinances will be followed.

- There will be no use of other Government facilities, equipment, or vehicles except in conducting work related activities. This includes but is not limited to such items as the computer, woodshop, and telephone.

Inspections of the housing facilities will be consistent with the Master Agreement, Article 29, Section 1. Inspections of common areas of the housing facilities will occur at least annually and occupants will be given a 10-day notice prior to the inspection except when delay would cause immediate damage to employees' and/or government property.

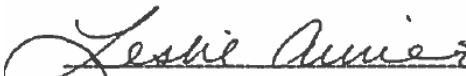
In accordance with Article 29, Section 1b, health and safety inspections for leaks of flammable fuels or any other safety or sanitation hazards shall occur after any period of vacancy or change in occupancy and immediately prior to re-occupancy by employees. The purpose for safety and health inspections is not to inspect for criminal activity.

Searches of government housing or quarters used by employees exclusively for residential purposes will not occur without a search warrant unless the person who exercises dominion or control of specific area, either individually or in common with others, consents freely and voluntarily, or the warrantless search is permitted by law in accordance with Master Agreement, Article 29, and Section 2. Residential areas include bedrooms, living rooms, kitchen, basements, bathrooms, and other areas used solely for habitation.

The terms and conditions of this MOU shall be effective upon the date of signing. Either party may request to re-open or re-negotiate the agreement utilizing the procedures in Article 1 of the Master Agreement.

 Date: 9-26-17

Warner A. Vanderheuel, President
National Federation of Federal Employees
Local 2086

 Date: 9/26/17

Leslie Auriemmo, Forest Supervisor
Huron Manistee National Forests

