



Memorandum of Understanding  
Regarding Procedures for Implementing the Deschutes NF  
Respiratory and Hearing Conservation Program for the Bend  
Seed Extractory



Between  
US Forest Service, Deschutes National Forest  
And  
National Federation of Federal Employees, Local 642

This Memorandum of Understanding (MOU), made by and between the National Federation of Federal Employees (NFFE), Local 642 (Union) and the United States Forest Service, Deschutes National Forest (Management) – hereafter referred to collectively as “the Parties” – pertains to the procedures for implementing the Deschutes National Forest Respiratory and Hearing Conservation Program for the Bend Seed Extractory.

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 authorized under Article 11.3.g. of the Master Agreement and is subordinate to the Master Agreement and the supplemental agreements negotiated at the national level.
- b. The provisions of this MOU are limited in their application to NFFE-represented employees assigned to work at the Bend Seed Extractory.
- c. Nothing in this MOU will be construed to limit either party’s statutory rights.

**2. General Procedures**

- a. The parties agree it is a condition of employment at the Seed Extractory for bargaining unit employees performing program qualifying essential duties to be eligible to participate in the Hearing Conservation Program and Respiratory Protection Program. Employees are required to wear the required personal protective equipment. All costs associated with eligibility and participation in the Hearing Conservation and Respiratory Protection Programs will be covered by the Deschutes National Forest.
- b. Upon the effective date of this MOU, current Seed Extractory employees who are unable to pass the medical review to participate in the Respiratory Protection Program and/or wear the required personal protective equipment due to medical or other conditions will be required to provide appropriate medical or other documentation.
- c. Article 4 local reassignment options will be considered for bargaining unit employees no longer able to perform essential duties as a result of the Respiratory Program requirements prior to the Reasonable Accommodation process being initiated.



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- d. Employees of the Bend Seed Extractory must abide by the Respiratory Program and wear respirators in accordance with the Respiratory Protection Program requirements, generally at all times when working on or around machinery that generates plumes of dust and/or debris, as well as, when working with baby powder.
- e. Management will implement a cleaning routine to help reduce the dust build up in the Seed Extractory building.

**3. 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 its terms are no longer applicable.
- b. Either party may request to extend, modify, or terminate this MOU, or parts thereof, utilizing the procedures in Article 11 of the Master Agreement.
- c. Changes in government-wide regulations, Forest Service policy, or negotiated agreements between the Parties at the National level may require renegotiating revisions to the procedures of this MOU in accordance with Article 11 procedures.

For Management:

For Union:

  
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Deputy Forest Supervisor  
US Forest Service  
Deschutes National Forest

Chief Negotiator, Recording Secretary  
NFFE, Local 642

Date: 11/21/17

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