

MEMORANDUM OF UNDERSTANDING
Between
USDA - Forest Service, Malheur NF and
National Federation of Federal Employees, Forest Service Council 642

This Memorandum of Understanding (MOU) is between USDA – Forest Service (Management) and the National Federation of Federal Employees Local 642 (Union) hereafter referred to as the “Parties”. This MOU pertains to the installation and use of security cameras at the Emigrant Creek Ranger District (ECRD), The Prairie City Ranger District and the Supervisors Office (SO).

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

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 on the Malheur National Forest.
- c. Nothing in this MOU will be construed to limit either party’s statutory rights.

General Procedures

- a. The primary purpose of the Malheur National Forest Security Cameras is to deter threats and harm to the employees, visitors, property, buildings, and equipment as result of intrusion, sabotage, criminal activity, or terrorism and to provide information if an incident occurs.
- b. Management will explore the feasibility of moving the PCRDR camera location, or installing an additional camera, to ensure better visibility of the front doors.
- c. The location and field of vision of existing cameras is known and agreed to by the Parties. The Union will be provided appropriate notification and opportunity to negotiate any future change in the location and/or field of vision of the cameras, or placement of additional cameras. Deterrence will be the primary consideration in the placement of any additional cameras.
- d. The ECRD, PCRDR and SO security cameras will record footage during the day and after hours, 24/7. Management will research system capabilities to store camera footage. Camera footage, including the parking lot footage, will be stored for 30 days, if system capabilities allow.
- e. Management will research system capabilities for front desk monitoring of the front door entrances.
- f. Security camera footage will not be used for the routine monitoring of employee time and attendance.
- g. Security footage may be viewed and used by authorized management officials and/or law enforcement for investigations into employee misconduct and/or criminal investigations, or at any other time management deems appropriate.
- h. Access to stored security camera footage will only be given to authorized management officials or law enforcement officials.
- i. Bargaining unit employees of Local 642, or any other Local and/or National Forest (i.e. hosted employees, fire personnel) should be notified of security system’s presence, purpose and use

upon initial hire or assignment to the Malheur National Forest and receive the same rights as outlined in this MOU.

- j. All bargaining unit employees of Local 642 and bargaining unit employees of other Locals who are assigned to work on the Malheur National Forest will be provided a copy of this MOU via email using the current Malheur NF pdl.
- k. The final MOU will be posted by management on employee bulletin boards at the Malheur Supervisors Office, Prairie City, Blue Mountain and Emigrant Creek Ranger Districts. This MOU will also be posted electronically on the Malheur National Forest intranet webpage and on the HRM – FS Website.

Terms of Agreement:

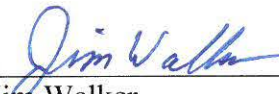
- a. The MOU becomes effective on the date of the final signature to this agreement.
- b. The MOU will remain in effect until such time as the security cameras are no longer operational, the Master Agreement expires or forest service or national policy, government wide rules or regulations overrides its provisions, whichever comes first.
- c. Either Party may request, consistent with midterm negotiations under Article 11 of the Master Agreement, to re-open or re-negotiate the agreement.

Agreed to:



Ryan Nehl
Deputy Forest Supervisor

12-21-17
Date



Jim Walker
Chief Steward, Local 642

12/15/17
Date