

## MEMORANDUM OF UNDERSTANDING

Between

USDA - Forest Service, Alaska Region

And

**National Federation of Federal Employees, Local 251**

This Memorandum of Understanding (MOU) is an agreement made by the parties (NFFE, Local 251 and Region 10 USDA Forest Service) as members of the R10 Labor Management Partnership Council (LMPC) pertaining to Infants in the Workplace for all Region 10 Forest Service units. The Parties stipulate the signatories to this MOU have the authority to bind their respective Party and agree to the following:

Infants in the Workplace. Employee must submit a written request to bring an infant to work. Infants may be authorized in the workplace for up to six (6) months of age. Infants in the workplace may only be authorized in an office setting. An agreement is required to authorize an infant, including a dependent, in the workplace. See exhibit 1 for a sample agreement that the employee completes with the immediate supervisor and is submitted for approval by the authorizing officer.

The request and agreement must include proposed conditions, (as described in 2-6 below), and be submitted to the immediate supervisor for review and concurrence. The Regional Office Staff Director, Forest Supervisor, or District Ranger, at the unit, must approve the request. All employees will be given equal consideration.

The authorizing officer, (Regional Office Staff Director, Forest Supervisor, or District Ranger), must return the approved agreement or written denial within ten work days after submission. The reason for denial must be provided in writing.

Employee and supervisor must review the agreement authorizing the infant in the workplace and assess the work situation two weeks after the beginning date and monthly thereafter. All reviews will be documented. Co-workers affected by the infant authorized to be in the workplace will be given an opportunity to comment at each review time. The authorizing agreement will be terminated by the authorizing official if problems are identified and cannot be resolved. The employee will receive a minimum of ten (10) working days' notice of the termination unless the problem is so severe that immediate action is necessary.

- (1) Duration of the authorizing agreement. An infant over six months of age will not be authorized by an agreement to be a dependent in the workplace.
- (2) Description of Physical Setting. Where the infant will be cared for, location for nursing, what equipment will be brought into the workplace for the infant by the employee, what arrangements will be made or special equipment furnished by the Forest Service (computer hookup, phone or desk arrangements, and so forth) must be described in the authorizing agreement. No infant will be authorized to be cared for or located on any boat, floating barge, aircraft, or

government-owned motorized vehicles that the employee may be utilizing while completing work assignments. No infant may be brought to work in a field setting. Any arrangement made for nursing an infant will comply with the USDA Nursing Mothers Support Program Handbook (August, 2012).

- (3) Safety. The requesting employee will complete an analysis of the employee's job, work area, and equipment using Job Hazard Analysis Form FS-6700-7, which will be submitted with the request. Appropriate action should be taken to eliminate identified hazards. The analysis must consider air quality, toxins in the area, emergency evacuation plans, disposal of waste, and so forth. The employee must provide a container that meets requirements for disposal of human waste and/or medical waste as needed. Employees have a responsibility to protect the health and safety of peers by not exposing them to contagious diseases or other poor health conditions that an infant may be carrying. OPM Sick Leave Usage Rules of 1994 provide for leave to be used to care for sick family at home (5 CFR part 63402).
- (4) Doctor's Statement. If the infant has special needs, provide a statement from the infant's physician identifying those needs and how they must be accommodated.
- (5) Nonassumption of Liability Clause. The Forest Service does not assume liability for accidental injury of any infant or other dependent in the workplace. The employee must take full and complete responsibility for the health, safety, and security of the infant or other dependent. Employee waives any and all claims of liability against the United States and the Forest Service. Employee is fully responsible for damage and destruction to Forest Service property by a dependent or infant in the workplace.
- (6) Disruption. Responsibility for the care of an infant is solely the employee's (parent). The infant must be directly supervised at all times. The authorizing agreement shall describe plans for minimizing disruption of co-workers. The employee must take action to avoid disturbing other employees in work area (such as closing office door, temporarily moving to another work space, or leaving workplace.) The employee should discourage other employees from visiting the infant during work hours in order to minimize disruptions to the employee as well as to nearby co-workers.
- (7) Recording Time. Employee and supervisor shall be accountable for the accuracy of time and attendance reporting. The employee must use appropriate leave or credit time if it becomes necessary for the employee to leave the workplace before completing scheduled tour of duty. Other than normal break periods, any time over 5 minutes spent attending to the child, including time for breastfeeding or expressing milk, will result in that period being excluded from work time. The excludable time must be charged in minimum 15 minute increments.
- (8) Transportation. Infants or other dependents may not be transported in a government vehicle. No infant or other dependent will be authorized to be

transported in any boat, floating barge, or aircraft that the employee may be utilizing while completing work assignments.

- (9) Additional Concerns. The authorizing agreement shall address any other identified concerns not otherwise addressed herein.

This MOU becomes effective on the date of the final signature to this agreement and will remain in effect until renegotiated and/or new government wide rule or regulation or policies render it ineffective or the 2016 Master Agreement is terminated.


Either Party may request to re-open the MOU for negotiations or collaborative agreement at PC.

A copy of this MOU will be posted to the R10 LMPC SharePoint site and it will be posted to the HRM FS Web Site.

Agreed to:



Beth Pendleton  
Regional Forester



Nancy Soriano  
NFFE-Forest Service Council

3/30/2018

Date

3/30/2018

Date

Exhibit 1

**Sample – Infant in the Workplace Agreement**

The following constitutes an agreement between:

*Employee Name/Title: Jane Doe, Clerk Typist*

*Supervisor Name/Title: Smokey Bear, Administrative Assistant*

*Unit: Operations*

*Name of Dependent: Johnny Doe*

This agreement establishes conditions and creates an environment that allows a parent/guardian employee to care for or locate an infant in the workplace while facilitating the employee's accomplishment of duties and minimizing disruption in the workplace. All co-workers will be informed of this agreement. Co-workers may convey concerns to the immediate supervisor or Union official. In case of disruption or co-worker conflict based on dependent/infant care activities, other arrangements may be necessary. The arrangements will be addressed in this agreement at Item f.

- a. Duration of Authorization: This agreement remains in effect for the period from (date to date).  
The agreement will be reviewed after the first two weeks and monthly thereafter. Co-workers will be given an opportunity to comment at each review. Employee is responsible for having alternate infant care in place when the agreement terminates.
- b. Description of Physical Setting/Location of Care: (e.g. Federal Bldg., Room 2, within proximity to employee's normal work area. Child's sleeping/play area confined to designated space in the unit. Breastfeeding will occur in a private area.)
- c. Safety. Form FS-6700-7 is required to be completed and is attached: (e.g. Employee is providing safety approved container for diapers.)
- d. Physician's Statement. (This is required when the infant has special needs that are identified and must be accommodated. Describe actions to be taken and attach statement or identify as N/A)
- e. Nonassumption of Liability. The Forest Service does not assume liability for accidental injury of any infant or dependent in the workplace. The employee must take full and complete responsibility for the health, safety, and security of the infant. Employee waives any and all claims of liability against the United States and the Forest Service. Employee is fully responsible for damage and destruction to Forest Service property by an infant in the workplace
- f. Office Disruptions or Coworker Conflicts. (Describe actions to be taken to address disruptions and conflicts in the workplace. e.g. If workplace is disrupted by Johnny, Jane will temporarily move to another area or leave the workplace, depending on circumstances. Leave will be charged appropriately.)

- g. Recording of Time While Engaged in Child Care Activities. Employee will charge a minimum of 15 minutes leave or credit hours any time s/he is performing infant care for a period of 5 minutes or more.
- h. Transportation. Infants may not be transported in a government vehicle. No infant will be authorized to be transported in any boat, floating barge, or aircraft that the employee may be utilizing while completing work assignments.
- i. Additional Items of Concern. (Describe any other items of concern not otherwise identified in this agreement and how employee will address.)

Termination Clause. Employee has the right to terminate this agreement at any time. Management has the right to terminate the agreement if employee performance becomes unacceptable or if unit needs are not being met (for example, complaints and/or disruptions to co-workers or public). Employee will be given minimum ten (10) working days' notice if management terminates this agreement unless the problem is so severe that immediate action must be taken. The decision to terminate will be made by the approving official.

/s/ Jane Doe August 21, 1998

Signature, Requesting Employee Date

Request Approved:

Request Denied:

Reasons for Denial:

/s/ Smokey Bear, Administrative Assistant August 21, 1998

Signature/Title Supervisor Date

/s/ Woodsy Owl, Deputy Regional Forester, Operations August 21, 1998

Signature/Title Authorizing Officer Date

Review 1:

*(e.g. September 4, 1998*

*Jane's performance has not suffered while she's had her son in the office. There have only been a couple minor disturbances. Jane took Johnny to another area for brief periods and resolved the problem. Generally, coworkers do not find it disruptive to have Johnny here. The work agreement is satisfactory to all employees in the unit.)*

Review 2:

*(e.g. October 4, 1998*

*Johnny has become a positive addition to our unit. Disruptions are infrequent and Jane continues to perform satisfactorily. Employees in the unit are satisfied with the work arrangement.)*

Review 3:

*(e.g. November 6, 1998*

*Disruptions are infrequent and Jane continues to perform satisfactorily. Employees in the unit are satisfied with the work arrangement).*

Review 4:

*(e.g. December 7, 1998*

*The staff concurs the work agreement was a positive experience for the employee, the child, and for them. The agreement is terminated according to the terms and date established.)*