

MEMORANDUM of UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is between the United States Department of Agriculture, Forest Service (Management), and the National Federation of Federal Employees, Forest Service Council (Union), hereafter referred to collectively as “the Parties.” This MOU is a Supplemental Agreement under Article 11 of the 2019 Master Agreement between the Parties, and it documents the Parties’ full and final agreement on the negotiable arrangements and procedures which apply to Management-directed use of telework and social distancing measures to maintain Agency operations during the COVID-19 pandemic. The Parties agree that the below listed arrangements and procedures will also apply if a future resurgence of COVID requires similar actions and procedures in the future.

- 1. For employees who have been directed to telework in response to the COVID-19 pandemic, and where Management has determined that going to the office, station, Job Corps center, field, or other Forest Service location is not allowable, the Parties agree:**
 - a. Management will provide the necessary equipment and materials for employees to perform assigned work.
 - b. Employees must contact their supervisor before they run out of work with enough time to allow their supervisor to find additional work, tasks, trainings, etc. that the employee can perform from their telework site. It is the expectation that employees and their supervisor regularly communicate about what work activities are planned.
 - c. Management will not direct employees to use earned leave or leave without pay (LWOP) due to lack of portable work. In the very rare instances where Management has exhausted all efforts and has determined that an employee cannot telework because they don’t have the necessary equipment, materials, or work assignments; Weather and Safety or other appropriate leave will be granted in accordance with applicable law and governmentwide rules and regulations.
 - d. An employee who was directed by Management to take annual leave or LWOP due to being determined ineligible to telework because of the lack of the necessary equipment, materials, or work assignments from a telework location since March 19, 2020, may submit a corrected timesheet, replacing annual leave or LWOP with weather and safety leave.

- 2. In accordance with the FAQ and fleet guidance letter issued on March 27, 2020, and in locations where Management has approved and officially authorized employees (in advance) to voluntarily use Personally Owned Vehicles (POVs) to perform Agency work to maintain social distancing during the COVID-19 Pandemic, Management will:**
 - a. In accordance with the Federal Travel Regulations and Forest Service Handbook 6509.33, when Management has determined that POV use is more advantageous to the government, reimburse employee at the maximum GSA rate for such usage (currently 57.5 cents/mile). Reimbursement for transportation expenses during hours of work are limited to actual expenses, and the mileage costs for normal commuting from an employee’s official residence to their official duty station are not eligible for reimbursement.
 - b. Distribute a Forest Service-wide memo informing employees of the risks and liabilities involved if they choose to use a Personally-Owned Vehicle (POV) for official business. The memo will also encourage employees to talk to their personal insurer to determine what their policy covers if their vehicle is used for work-related purposes.

3. **The Parties at the National Level encourage regular meetings between Union and Management at the intermediate and local levels to discuss emergent COVID-19 issues as appropriate.**

4. **To the extent allowed by law, rule, and government regulations the Agency will strive to make available disinfectant wipes, soap, paper towels and hand sanitizer available in common areas and bathrooms of the Forest Service and Civilian Conservation Corps offices as appropriate. These supplies may be used by employees to clean workstations, light switches, door knobs, etc. in their immediate work area, recognizing that the supplies must be returned to and stored in a common area after such use. In the event that the above listed supplies cannot be provided, the parties at the affected level will follow the procedures in Article 27.12 of the current Master Agreement.**

The Parties further agree that if the Union elects to submit written proposals seeking to negotiate appropriate arrangements and procedures relative to the COVID-19 resumption/transition plan, that the Parties will utilize the Ground Rules established for this negotiation, and that Management will respond to such Union proposals within 14 days utilizing the 'Article 11 Response to Proposal Checklist' in Appendix E of the Master Agreement. Team leads will meet and mutually decide on dates and times for future meetings within ten days of Management's response.

This MOU becomes effective on the date of final approval by the Agency Head, or that date on which the thirty (30) day time limit for Agency Head review expires, whichever is earlier. This MOU will terminate on the same date as the current Master Agreement unless extended by mutual agreement of the Parties. Either Party may request, consistent with Article 11 of the Master Agreement, to reopen or renegotiate this Agreement. A copy of this MOU will be posted on the FS intranet.

Elizabeth Feutrier
Assistant Director, HRM

Shawn Patterson
General Vice President, NFFE