

MEMORANDUM OF UNDERSTANDING

TRANSITION FROM 2010 TO 2016 MASTER AGREEMENT

This Memorandum of Understanding (MOU) between USDA – Forest Service (Management) and the National Federation of Federal Employees, Forest Service Council (Union) hereafter referred to as the “Parties,” documents the negotiated procedures that will be used during the transition from the 2010 to the 2016 Master Agreement (MA).

The Parties renegotiated Articles 4, 5, 9, 11,14,16,18, 22, 27, and 31. Article 32 was updated to reflect current operational practices and include an MOU. All other Articles were updated only with respect to agreed upon updates to legal references or points of contact.

Processes initiated prior to the approval date of the 2016 Master Agreement will follow procedures under the 2010 Master Agreement unless otherwise addressed below. Timeframes for all processes initiated under the 2010 MA shall remain the same, unless addressed below. Timelines will not reset to zero upon the effective date of the 2016 MA.

1. **ARTICLE 2.1.c** – Publishing of hardcopies and distribution. The 1000 copies will be supplied to the Union in a timely manner after the effective date of the 2016 MA.
2. **ARTICLE 4.20** – 2016 Master Agreement procedures will apply to cases for which a Notice of Overpayment of Salary, a Demand for Payment, or an equivalent notice has not already been issued prior to the effective date of the 2016 MA.
3. **ARTICLE 5.6** – Management and the Union will provide a special joint training session specifically on release procedures for the FSC Executive board and their respective notification officials (as identified in 5.6.b(1)), prior to the effective date of the 2016 MA.
4. **ARTICLE 5.8** – Any membership drive that is on-going at the effective date of the 2016 MA will be considered to be one of the two drives per year allowed.
5. **ARTICLE 9.7 and 9.8** – Any grievances regarding official time, for which either a Step 1 or Step 2 grievance has been filed upon the effective date of the 2016 Master Agreement, shall continue to be processed under the procedures of the 2010 MA.
6. **ARTICLE 11** – Any Article 11 Proposals which have been initiated prior to the effective date of the 2016 Master Agreement shall continue to use the procedures and Appendix F templates in the 2010 Master Agreement.
7. **ARTICLE 11** – Any subordinate MOU with an effective date after the effective date of the 2016 MA, including those resulting from negotiations that started prior to its

effective date, must be consistent with the 2016 MA and should be posted on the FSweb, per Article 11.5.b.

8. **Article 11** - Subordinate agreements are addressed in Article 11.5, and the parties are encouraged to have completed renegotiations within 6 months of the effective date of the 2016 MA. Until such changes are made the MOU remains in effect in accordance with its terms until renegotiated for a period of up to 6 months of the approval of the 2016 MA. After the 6 month period, if the parties have not initiated negotiations on a new agreement, the MOU is terminated.
9. **ARTICLE 14** – For any review initiated prior to the effective date of the 2016 Master Agreement, the 2016 MA provisions will apply at the next applicable stage of the process. For example, if a Position Description (PD) review was initiated prior to the effective date of the 2016 MA and a new PD has not been submitted for classification, then 2010 MA provisions covering review and preparation of a new PD, if applicable, will apply and subsequent steps under Article 14 will follow the 2016 MA provisions. If a new PD was submitted for classification prior to the effective date of the 2016 MA and the classification decision has not been communicated to the employee, then 2010 MA provisions covering classification will apply and subsequent steps under Article 14 will follow the 2016 MA provisions.
10. **ARTICLE 14.3(g)** – Research Scientist Position Description reviews which have not been submitted to HRM prior to the effective date of the 2016 MA shall follow the procedures in the 2016 MA. For those that have been submitted to HRM, but for which the panel has not met, the 90 day timeframe referenced in 14.3(g)(3) of the 2016 MA will begin with the date of the 2016 MA. For those for which a panel has been held, the timelines in 14.3(g)(4) shall be counted from the effective date of the 2016 MA.
11. **Article 16** - Except for vacancies that are already posted on USAJobs on or before the effective date of the 2016 MA, the procedures in the 2016 MA apply. For vacancies posted on USAJobs on or before the effective date of the 2016 MA, the procedures in the 2010 MA shall apply.
12. **Article 22**– Disciplinary actions and written counseling for which a letter (cautionary/counseling letter, a letter of reprimand, a proposed disciplinary or adverse action letter, a decision letter on a disciplinary or adverse action letter) was issued prior to the effective date of the 2016 MA will be continue to follow the Article 22 procedures under the 2010 MA. However, if alternative discipline is offered, and it is after the effective date of the 2016 MA, the employee will not be required to

make a decision on the offer before receiving a written decision on the proposed discipline per Article 22.5.d.

13. **Article 22.3** – Inquiries and Misconduct Investigations that have already been initiated but not completed prior to the effective date of the 2016 MA will follow associated procedures under the 2010 MA. However, the notification requirements in 22.3f and 22.3g shall be effective upon implementation. For investigations which are ongoing and beyond 90 days from the date the subject of the investigation was first examined, the subject shall be notified of the status of the investigation within 14 days of the effective date of the Master Agreement, and every 30 days thereafter.
14. **Article 22.3.f(2)** – If an employee has previously been subject of a misconduct n investigation since October 25, 2010, and they have not been informed of the outcome of the investigation, the employee may request the status of the investigation. Within 30 days of their request, they will be informed in writing whether a decision is still pending or a decision has been made that no disciplinary action is warranted.
15. **Article 27.2** – If requested by a Local Lodge within 30 days of the effective date of the 2016 Master Agreement, the Local Lodge will be provided a copy of the existing workplace security plan for units they represent, if they exist.
16. **Article 27.13(b)** – Within 30 days of the effective date of the 2016 MA, Management will issue an all employee message that provides employee information about the Safety Empowerment Authority and a link to the Safety Empowerment Authority card. If such message is issued prior to the effective date of the 2016 MA, an additional message is not required.
17. **Article 31** –All procedures under Article 31 go into effect with the 2016 Master Agreement, except for the following:
 - a. Approval of courses on the Local Annual Training plans will follow the 2010 MA procedures until the Training Catalog described in the 2016 Article 31.1b(1) has been approved.
 - b. For FY 17, the Bank of Hours referenced in Article 31.1.e. for Local Units/Organized Units shall remain as calculated and allocated under the 2010 Master Agreement.
 - c. Approval of courses submitted in accordance with Article 31 for the FSC Executive Board shall follow the 2010 MA procedures until the Training Catalog described in the 2016 Article 31.1b(1) has been approved, except the course approval and requests for release will be submitted to the Management Official set out in Article 5 of the 2016 MA.

18. Supplemental Agreements – Article 11.4

A. The following supplemental agreements (national MOU's) are carried forward with the 2016 Master Agreement per Article 11.4.c., excepting any provisions changed by the negotiation of the 2016 Master Agreement:

- National Boot Reimbursement Policy for Fire and Field Safety Boots, 2014
- Dual Factor Authentication for Remote Access MOU, 2013
- Inclusion of Wildland Firefighters in the Drug Testing Program MOU, 2013
- Medical Qualification Standards Program MOU, 2006
- Public Lands Corps MOU 2013
- Modification Number 3 to MOU Service First, 2012
- Supervisory Firefighter Positions Settlement Agreement, 2011
- Standard e-mail Signature Block Policy MOU, 2014
- Standard Union E-mail Signature Block MOU, 2015
- Merit Promotion Plan DR MOU, 2015
- Local Travel Reimbursement thru Paycheck8 MOU, 2015
- Implementation of Mandatory LincPass Computer Sign-In MOU, 2015
- Performance Management DR MOU, 2015
- Emergency Furlough Due to Absence of Agency Appropriations MOU, 2011
- Pathways MOU - Final, 2013 (modified to remove provisions that were incorporated into Article 16 and update outdated references)
- Drug Testing of Permanent Seasonal Employees, 2016
- Anti-Harassment Policy, 2016
- Phased Retirement Pilot, 2016

B. The following supplemental agreements (national MOU's) are not carried forward with the 2016 Master Agreement and are considered terminated when the 2016 Master Agreement goes into effect (for example, are expired, completed, incorporated into the 2016 Master Agreement, reference terms that no longer exist, etc). These include:

- Comp Time for Travel and Union Representational Functions, 2005
- HSPD-12 Background Investigations MOU, 2007
- Employee Rights and Responsibilities in Investigative Interviews, 2011
- SEND GPS Locator MOU, 2012
- WRAPS System Review-Evaluation MOU, 2004
- Settlement Agreement and Information Letter re Job Advertising, 2012
- Advertising Positions Associated with ARRA MOU, 2009
- EEOC Management Directive 715 MOU, 2005

- Fair Labor Standards Act Coding Correction MOU, 2011
- Voluntary Early Retirement Authority (VERA) MOU, 2012
- Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Payments (VSIP) MOU, 2012
- Voluntary Separation Incentive Payments (VSIP) 2nd Window MOU, 2012
- GovTrip Memorandum of Understanding - manual process during FMMI Transition, 2012
- Transition MOU from 2005 to 2010 Master Agreement, 2010
- Modification to Transition From 2005 to 2010 Master Agreement, 2011
- Voluntary Early Retirement Authority, 2011
- Pathways Negotiations Phase 1, 2013
- Special Placement Program (Career Transition Assistance Plan (CTAP) and the Reemployment Priority List (RPL)), 2004
- Administratively Uncontrollable Overtime (AUO) MOU, 1998
- Supplemental Agreement on the Use of Administratively Uncontrollable Overtime, 2000

Agreed to:

For Management:

For the Union:

Jane L Cottrell 10/31/2016
 Jane Cottrell Date
 Associate Deputy Chief for Business
 Operations

Melissa B 10/26/16
 Melissa Baumann Date
 President, NFFE-FSC