

Memorandum of Understanding  
Between USDA Forest Service and  
National Federation of Federal Employees, Forest Service Council,  
IAMAW

**Agency Service Provider Performance and Collateral Duties**

The provisions below apply to Agency Service Providers that include NFFE Bargaining Unit employees.

Performance or cost concerns

The purpose of this Memorandum of Understanding (MOU) is to give the Union an opportunity to provide input on ways to improve performance or reduce costs to assist in making the Agency Service Provider successful when problems are identified. The primary reason for doing this is to ensure that the Union is aware early on when problems with the performance or cost of the Agency Service Provider have been identified.

When NFFE bargaining unit employees are included in a successful MEO/Agency Service Provider, a Union representative at the appropriate level (NFFE Forest Service Council President for National studies, Regional Vice Presidents for Regional, etc.), or designee thereof, will be given the opportunity to participate in any discussions about unsuccessful Agency Service Provider cost or metrics performance.

When a Service Provider incurs higher costs than projected without CO approval of those variances and additional review by the CO and signatory Line Officer is warranted to determine appropriate action, the Union will be notified of such a review.

Any suspected or identified deviation from the quality, quantity, or timeliness measures included in the PWS, QASP, and/or POW will be reported to the Contracting Officer, Staff Director, and the Union immediately.

The union shall have access to all cost and performance documents and review processes when concerns related to Service Provider performance arise. This may involve signing of confidentially agreements if trade sensitive information of Service Provider subcontracts is involved.

The Parties at the appropriate level may negotiate further processes and opportunities for Union participation and involvement not explicitly discussed in this MOU.

Termination of an Agency Service Provider

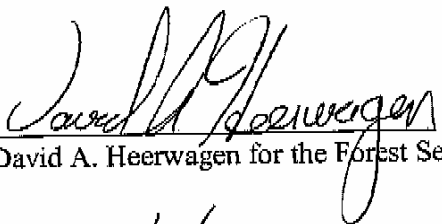
When the Agency decides to terminate an Agency Service Provider either for cause or for the convenience of the government, the Union shall be notified of the decision and be given a summary of the circumstances warranting termination. Placement actions, or other changes in the conditions of work, resulting from a termination for convenience will be negotiated according to the provisions of the NFFE-FS Master Agreement.

Collateral Duties

When the Agency Service Provider Lead establishes a policy concerning collateral duties that is more restrictive than what has been the established norm for the Forest Service, notification of that restriction will be made in recruiting activities for the Agency Service Provider organization. This may include limitations to incident support duties and lateral details outside of the Service Provider.

Developmental opportunities for employees who are part of the Agency Service Provider organization shall be provided in the same manner as any non-Agency Service Provider FS employee, in accordance with existing HR policies and case law.

Employees who are union officials shall be granted official time consistent with the provisions of the Master Agreement and 5 USC 71. When union duties are performed by Agency Service Provider personnel, the costs of the Union representative salary and expenses while performing representational duties shall not be included in the costs of the Agency Service Provider.

  
David A. Heerwagen for the Forest Service

Date: 12/6/2004

  
Melissa Baumann for NFFE-FSC

Date: 12/1/04