

**MEMORANDUM OF UNDERSTANDING
HSPD-12 BACKGROUND INVESTIGATIONS OR REQUESTS FOR SECURITY
CLEARANCES
As amended November 20, 2007**

This Memorandum of Understanding (MOU) is between the USDA – Forest Service (Management) and the National Federation of Federal Employees (Union), hereafter referred to as “the Parties”.

The purpose of this MOU is to document the agreed upon procedures and arrangements for background investigations or requests for security clearances needed for Bargaining Unit Employees (BUE) to comply with Homeland Security Presidential Directive 12 (HSPD-12) and the eventual issuance of LincPasses.

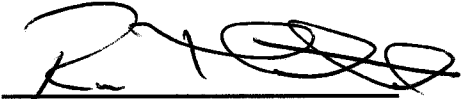
The Parties agree:

- 1) Background investigations or security clearances are an assignment of work. Official time will be granted by management for BUE’s to complete the requirements. This should generally be coded as TC 01 on the Time and Attendance sheet. Communication between the supervisor and the employee will be needed to determine the appropriate amount of official time. The employee will keep the supervisor informed of additional time that may be needed for OPM interviews. OPM interviews will normally be conducted during work hours; however, if an interview needs to be conducted outside of these hours, then the employee will be compensated.
- 2) Employees are not obligated to provide personal information to HSPD-12 Staff or investigators via non-encrypted email, over home phones, cell phones, or other non-secure media. Land line Government telephones are a source of secure media.
- 3) The Parties recognize that official time needed for response to discipline and/or adverse actions as a result of the background investigations or security clearances is covered by the Master Agreement, Article 22.
- 4) Bargaining Unit Employees will be granted a reasonable amount of official time to prepare a response to a notice of proposed action taken under 5 CFR 731. Arrangements for use of such time will be made in accordance with the provisions of Master Agreement, Article 4.
- 5) Travel and per diem will also be granted on a case-by-case basis as necessary for completion of the process.
- 6) Use of Government equipment, facilities, and motor vehicles will be authorized as needed for completion of the process.
- 7) Associated costs with the fingerprints will not be borne by the employee, even if reimbursed at a later date.

- 8) If an employee does not have a Government e-mail profile, then the HSPD-12 staff will contact the supervisor to get the employee the appropriate forms for completion.
- 9) NFFE acknowledges that the minimum level of background investigation for Job Corps positions will be completion of the Child Care National Agency Check and Inquiries (CNACI) using SF-85P.
- 10) The content of the initial contact letter template to bargaining unit employees has been negotiated. Substantive modifications to the negotiated letter template will be reviewed by the Union for consistency with provisions of this MOU and with the Master Agreement, and agreed to by the Parties prior to its use by Management.

The Parties agree that as other issues arise around the HSPD-12 program; this MOU may be reopened in accordance with Article 11 of the Master Agreement to cover additional negotiable topics. This MOU becomes effective upon the signature of the last Party below.

For Management: 

For Union: 

Date: 12/6/07

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