



United States  
Department of  
Agriculture



Forest Service



Forest Service  
Council National  
Federation of  
Federal  
Employees

# Master Agreement Between FS and NFFE

Effective Date: June 3, 2005

Termination Date: June 2, 2008



## Labor Management Relations For Forest Service Employees



## Table of Contents

3	PREAMBLE	
5	ARTICLE 1	RECOGNITION AND UNIT DESIGNATION
5	ARTICLE 2	IMPLEMENTATION OF THE AGREEMENT
7	ARTICLE 3	DEFINITIONS
10	ARTICLE 4	EMPLOYEE RIGHTS AND OBLIGATIONS
14	ARTICLE 5	UNION RIGHTS AND REPRESENTATION
18	ARTICLE 6	MANAGEMENT RIGHTS
19	ARTICLE 7	UNION USE OF OFFICIAL FACILITIES AND SERVICES
23	ARTICLE 8	COLLABORATIVE LABOR-MANAGEMENT RELATIONS AND PARTNERSHIP
24	ARTICLE 9	GRIEVANCES
32	ARTICLE 10	ARBITRATION
36	ARTICLE 11	MIDTERM NEGOTIATIONS
39	ARTICLE 12	PRENOTIFICATION FOR UNFAIR LABOR PRACTICE CHARGE
40	ARTICLE 13	ORIENTATION OF EMPLOYEES
41	ARTICLE 14	POSITION DESCRIPTION AND CLASSIFICATION
43	ARTICLE 15	PERFORMANCE MANAGEMENT SYSTEM
43	ARTICLE 16	PROMOTIONS AND DETAILS
47	ARTICLE 17	AWARDS PROGRAM
49	ARTICLE 18	WORK SCHEDULES
55	ARTICLE 19	PAY AND PER DIEM
58	ARTICLE 20	LEAVE
63	ARTICLE 21	ACTIONS BASED ON UNACCEPTABLE PERFORMANCE
65	ARTICLE 22	DISCIPLINE AND ADVERSE ACTIONS
72	ARTICLE 23	PERMANENT SEASONAL EMPLOYMENT
73	ARTICLE 24	TEMPORARY/TERM EMPLOYEES
75	ARTICLE 25	EQUAL EMPLOYMENT OPPORTUNITY
76	ARTICLE 26	EMPLOYEE ASSISTANCE PROGRAM
79	ARTICLE 27	SAFETY AND HEALTH
85	ARTICLE 28	FIRE AND OTHER INCIDENTS
88	ARTICLE 29	GOVERNMENT-FURNISHED QUARTERS
89	ARTICLE 30	TRAINING
91	ARTICLE 31	CHANGES TO ORGANIZATION
92	ARTICLE 32	WORKFORCE RESTRUCTURING AND PLACEMENT SYSTEM
102	ARTICLE 33	FURLOUGHS
105	ARTICLE 34	TRANSFER OF FUNCTION
106	ARTICLE 35	REDUCTION-IN-FORCE
110	ARTICLE 36	UNEMPLOYMENT COMPENSATION

- 111 ARTICLE 37 VOLUNTEERS AND GOVERNMENT-SPONSORED  
WORK PROGRAMS
- 112 ARTICLE 38 CONTRACTING WORK OUT
- 113 ARTICLE 39 VOLUNTARY ALLOTMENT OF UNION DUES
- 114 ARTICLE 40 PILOT PROJECTS/DEMONSTRATION PROJECTS
- 114 ARTICLE 41 JOB CORPS (CIVILIAN CONSERVATION CENTERS)
- 116 ARTICLE 42 PERSONAL HARDSHIP

## **Preamble**

Under the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor-Management Relations, and in the spirit of partnership, the articles of this National Agreement, together with any and all subordinate Agreements and / or Amendments that may be agreed to at later dates by the representatives of the Parties at the appropriate level, constitute the total Agreement. The PARTIES are the United States Department of Agriculture, Forest Service (Management) and the National Federation of Federal Employees, Federal District 1 of the International Association of Machinists and Aerospace Workers, hereafter known throughout the Master Agreement as NFFE.

This Agreement is entered into pursuant to the Certification of Consolidation of Units, dated July 23, 1979.

The PARTIES recognize the importance of building a constructive and cooperative bilateral relationship that will aid in achieving the mission of the Forest Service. They are jointly committed to serving the public interest by promoting good Government. They are committed to the use of consensual decision making and interest-based problem solving to achieve the effective conduct of public business and the well-being of employees.

The PARTIES recognize that both the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the development and implementation of personnel policies and practices affecting the conditions of their employment. The maintenance of a constructive and cooperative Union-Management relationship at the appropriate levels will encourage this participation. Toward that end, the PARTIES recognize that many issues are best left for consensual decision making and interest-based or other collaborative problem solving tools at the appropriate levels, and thus agree to promote the establishment and maintenance of labor-management partnership councils at those levels to facilitate issue identification and resolution by consensus.

The PARTIES agree that the public interest demands the highest standards of performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of Government operation, and that this Agreement should promote the ease and efficiency of Management's operation. Therefore, the PARTIES are committed to following both the letter and intent of the articles contained in this agreement.



DALE BOSWORTH  
Chief, USDA Forest Service



WILLIAM R. DOUGAN  
President, NFFE-FSC



## ARTICLE 1

### RECOGNITION AND UNIT DESIGNATION

**1. Recognition:** Management recognizes that the National Federation of Federal Employees (NFFE), Federal District 1, IAMAW, is the exclusive representative of all employees in the consolidated Bargaining Units.

**2. Units:** This Master Agreement (Agreement) is applicable to a professional consolidated Bargaining Unit and a nonprofessional consolidated Bargaining Unit covering Forest Service employees as described in [Appendix A](#). The Parties further agree that this Agreement will apply to additional groups of Forest Service employees for whom NFFE is certified as the exclusive representative. [Appendix A](#) is a guide to the Bargaining Units. It is not intended to change the status of units as they exist at the time of this agreement. Upon certification of a new unit or an amendment to an existing unit, the Parties will meet to discuss the terms and conditions of this Master Agreement, as it pertains to the new unit.

**3. Changes:**

a. Management shall not change the status of Bargaining Unit positions without first notifying the Union with rationale for the change. The Union will notify Management with rationale within 30 days if they disagree with the change. If the Parties are unable to agree on the position's Bargaining Unit status, Management may file a petition to clarify unit with the [Federal Labor Relations Authority](#) (FLRA). The disputed positions will remain in the Bargaining Unit until such time as a decision is reached on the petition.

b. The Union will notify Management when it believes the Bargaining Unit status of a position should be changed prior to filing a petition with the FLRA. If the Parties are unable to agree the Union may file a petition.

## ARTICLE 2

### IMPLEMENTATION OF THE AGREEMENT

**1. Implementation of the Agreement:**

a. The National Parties have developed and provided an "Annotation of the Master Agreement" as a tool to assist the Parties in understanding and interpreting the intent of contract language.

b. Jointly sponsored training for managers and Union officials on this Agreement will be implemented. See [Article 30](#).

c. The Washington Office of the Forest Service will print 7,500 copies of this Agreement for the use of the Union and Bargaining Unit. Annotations will be printed on a different color than the contract. Hard copies will be in ring binder format so they fit the binders from the previous Agreement. The Union will provide Management with a mailing list for mailing and distribution of printed Agreement copies. The list will include number of copies and mailing information for each location.

d. Management shall provide a link to the electronic version of the Agreement and Annotations, as well as any updates, through the FSWeb and the Forest Service Internet. Management will post changes to the Agreement or Annotations within 30 days of when the Parties agree to the changes. Management will establish and maintain hyperlinks to underlying laws, regulations, or policy.

e. Management will be responsible for developing and distributing to the Union 110 copies of the Agreement on CD with each article being on a separate audio-file.

f. The National Parties recognize there may be a need to provide assistance, training, or guidance on the interpretation and implementation of the Agreement in various formats or languages. The Parties are encouraged to work together to address these concerns and craft solutions to address problems of interpretation or implementation. As appropriate, the National Parties will provide oversight and assistance in doing so.

## **2. Duration:**

a. The effective date of this Agreement shall be the date of approval by the Director, Office of Human Resources Management (OHRM), Office of the Secretary of Agriculture, or on the 31st day after execution of this Agreement, if the Director of OHRM has neither approved nor disapproved the Agreement. It shall expire 3 years after the effective date. It will remain in effect for yearly periods thereafter, automatically renewing itself on the day after the anniversary of the expiration date unless either Party serves the other with written notice, not more than 105 calendar days nor less than 60 calendar days prior to the expiration date, of its desire to terminate or modify this Agreement.

b. Pursuant to Subsection a. of this section, both Parties shall meet within 90 calendar days of the receipt of the other Party's notice to terminate or modify this Agreement. When either Party notifies the other Party that it wishes to modify this Agreement, the Agreement will be extended until the effective date of the modified Agreement. The provisions of any article in this Agreement may not be reopened through the midterm bargaining process except by mutual agreement or where necessitated by statutory changes.

3. In the administration of all matters covered by this Agreement, the Parties are governed by existing law and Government-wide regulations.
4. The effective date and expiration date of the Agreement shall be printed on the cover.

## ARTICLE 3

### DEFINITIONS

For the purpose of this Master Agreement, the terms listed below are defined as follows:

1. **Alternative Dispute Resolution (ADR):** ADR is a number of methods by which disputes can be resolved at a level that usually does not include an administrative hearing or litigation. In the Forest Service, the primary form of ADR used is mediation administered under the Forest Service ADR Program (formerly called the “Early Intervention Program”). ADR used for purposes of this Agreement is not to be confused with the ADR program used for resolution of Equal Employment Opportunity complaints. Other forms of ADR can be negotiated locally.
2. **Changes to Organizations:** Changes to organizations are those that would result in:
  - a. Establishment or abolishment of any position(s) resulting in changes to the organizational structure, and/or
  - b. The redistribution of duties among existing positions, which affects those positions.
3. **Chief:** Chief, U.S. Department of Agriculture Forest Service.
4. **Consensus:** Occurs when all members of a group agree to select and support a specific alternative. It is recognized that partnership councils at the intermediate and local levels may agree to their own definition of consensus as applied to issues dealt with at their levels.
5. **Day:** Unless stated otherwise, day means calendar day. If a due date falls on a Saturday, Sunday, or holiday, the next official workday will be considered the due date.
6. **Emergency Situation:** Any situation that is temporary in nature and poses sudden, immediate, or unforeseen work requirements as a result of natural phenomena or other circumstances beyond Management’s reasonable control or ability to anticipate.

**7. Employee:** An individual employed by the Forest Service who is included in a representative unit or otherwise recognized by the Parties during interim situations. Such an employee is also called a Bargaining Unit Employee. [Title 5 of the United States Code \(U.S.C.\) 7103\(a\)\(2\)](#) defines an “employee” as only those individuals currently employed. This definition does not include individuals who are applicants for employment. Temporaries cease to be employees after termination regardless of rehire eligibility.

**8. Forest Service Council (FSC):** The consolidated Bargaining Units (professional and nonprofessional) comprising all the National Federation of Federal Employees (NFFE) Locals in the Forest Service.

**9. Forest Service Council Executive Board:** The board includes the FSC President, FSC Vice Presidents, and FSC Secretary-Treasurer.

**10. Interest-Based Problem Solving:** A process of resolving problems by mutually identifying issues, interests, options, and standards by which those options are evaluated. The solution is reached by consensus or as agreed by the Parties at the appropriate level.

**11. Intermediate Level:**

a. For Management:

- Washington Office..... None
- National Forest System..... Regional Forester
- Research.....Deputy Chief for Research
- International Forestry.....None
- International Institute of  
Tropical Forestry (IITF)...None
- State and Private Forestry... None
- Job Corps..... Director, Washington Office Field Office
- Law Enforcement..... Regional Special Agent in Charge (RSAC)

b. For the Union: FSC Vice Presidents

**12. Local Management:** All levels of Management on each individual national forest, Job Corps center, regional office, research station, Washington Office, technology and development center, or any other Forest Service unit that has a NFFE Local Union.

**13. Local Union:** A unit of the NFFE that represents a portion of the consolidated Bargaining Unit(s) certified by the Federal Labor Relations Authority (FLRA) or as presently recognized by the Parties. This Agreement has been negotiated to cover the professional and nonprofessional units as one unit.

**14. Management:** Means all levels of Management to which the Forest Service assigns managerial or supervisory duties. This term is equivalent to employer.

**15. Midterm Negotiations:** Bargaining changes affecting conditions of employment during the life of this Agreement that are not in conflict with the Agreement.

**16. Negotiation:** The mutual obligation of the Parties to meet, or otherwise communicate, at reasonable times, on a timely basis, and bargain in a good faith effort to reach agreement with respect to conditions of employment.

**17. Notification:** All notification specified in this Agreement must be in writing, unless otherwise stated.

**18. Partnership:** A joint, voluntary process whereby the Union and Management work together cooperatively to better achieve Forest Service goals and meet employee interests by identifying and mutually resolving problems and improving their day-to-day working relationships.

**19. Parties:** Management and Union collectively at the National Level or any level of the Forest Service organization where the NFFE, FSC, has recognition.

**20. Predecisional Involvement:** A term which represents those activities where employees, through their elected exclusive representative, are afforded by agency Management, the opportunity for input to Management regarding decisions that affect working conditions.

**21. Service Computation Date:** For purposes of seniority in this Agreement, service computation date will be computed on the basis of each employee's leave service computation date. Unless specified otherwise, this is a contractual agreement regarding use of seniority in certain situations not addressed by Governmentwide regulations, which prescribe the procedures to be used.

**22. Supervisor:** An individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees; to adjust their grievances; or to effectively recommend such action. The exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment. For units that include firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority ([5 U.S.C. 7103\(a\)\(10\)](#)).

**23. Subordinate Agreements:** Any agreement negotiated by the Parties, other than this Agreement.

**24. Union:** The National Federation of Federal Employees IAMAW, the FSC, Local Unions, Local officers of the Union, Union stewards, and other authorized representatives designated by any of the above.

**25. Union Official and/or Union Representative:** A representative or designee of the NFFE FSC, any accredited business representative of the NFFE, or the duly elected or appointed Union representative of a Local NFFE Union.

## **ARTICLE 4**

### **EMPLOYEE RIGHTS AND OBLIGATIONS**

1. The Parties agree to mutually establish and maintain a safe and respectful work environment that promotes good workmanship, values employees for who they are and what they contribute, ensures consistent treatment of employees, and maintains high standards of employee performance.

**2. Rights:**

a. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in the exercise of such rights. Except as otherwise provided, such rights include the right to—

(1) Act for the National Federation of Federal Employees (NFFE) in the capacity of a representative and the right in that capacity to present the views of the NFFE to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities.

(2) Engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

(3) Invest his or her money, donate to charity, and participate in similar types of activities freely and without coercion.

b. Weingarten Right:

(1) An employee has the right (commonly known as the Weingarten Right) to be represented by the Union during any examination of the employee by a representative of the agency in connection to an investigation if he or she reasonably believes that the examination may result in disciplinary action against him or her and he or she requests representation.

(2) During the month of June, Management will notify employees of the right to have Union representation at any Management-initiated investigation that the employee feels may result in disciplinary action. Annually, Management will specifically advise, in writing, all special agents and employees empowered to conduct investigative interviews of the Union's coverage of the units they serve, the employees' right to request Union representation, and Management's obligation to grant it before continuing.

(3) The Union will be invited to present their rights and responsibilities to the law enforcement community at any regional annual law enforcement meeting. The Union will also advise all Bargaining Unit employees of their right to Union representation at any other times they determine necessary. In accordance with [Article 7](#), the Union may have access to Management's internal communication systems for supplementing this notice.

(4) Management will include an information sheet on the specific rights of employees during investigative interviews in the annual "Weingarten" reminder notice to employees. Management will also provide it to regional special agents for their information and use.

(5) In addition, Management will include the annual notification in the employee orientation package and will permanently post the notification on employee information bulletin boards.

c. An employee has the right to be represented by the Union at any meeting in which the employee has a complaint concerning working conditions.

d. An employee may be represented by an attorney or other representative other than the NFFE, of the employee's own choosing, in any appeal action not covered under the negotiated grievance procedure. The employee may exercise grievance or appellate rights, which are established by law, rule, or regulation.

e. Employees have a right to meet and consult with Union officials concerning working conditions.

f. When exercising their rights under this Master Agreement, employees will be granted a reasonable amount of official time. (See Section 4 below)

3. When exercising rights under [Article 9](#), employees will be granted a reasonable amount of official time for initiating, reviewing, preparing, and presenting the grievance. The employee and the Management official will discuss the amount of time required.

4. Employees may use a reasonable amount of official time in pursuit of rights under this Agreement. An employee will request release as far in advance as practical and will inform his or her supervisor of the approximate length of

time needed and the location where he or she will be. Normally, workload will not preclude the release of the employee. If the employee cannot be released immediately due to work-related reasons, the employee will be released as soon as the work requirement is met or appropriate arrangements are made. If the employee cannot be released the day requested, the denial must be given in writing and include the reason for the denial and when he or she will be able to be released. If a delay in releasing an employee involves a situation with a contractual time limit, the time limit will be extended equal to the delay.

5. This Agreement does not prevent any employee, regardless of employee organization membership, including Union representatives, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies. Management shall notify the Union of the date, time, and location of any formal discussions to discuss and/or adjust such personal concerns and of its right to be represented in any adjustment.

6. Management will not take reprisal actions against employees for the exercise of any appeal right granted by law, rule, regulation, or this Agreement.

7. Every individual has the right to be treated with the dignity and respect that is normal in an employer-employee relationship.

8. Employees shall have the right to engage in outside activities and employment of their own choosing, and otherwise conduct their private lives as they see fit, in accordance with the following subsections:

a. Without prior approval, an employee may participate in the activities, not prohibited by law, of national or State political parties and may participate in the affairs of or accept an award for a meritorious public contribution of achievement given by a charitable, religious, professional, social, fraternal, nonprofit educational and recreational, public service, or civic organization. An employee shall not:

(1) Accept a fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which the acceptance may result in or create the appearance of conflicts of interest.

(2) Engage in outside employment that impairs his or her mental or physical capacity to perform his or her job.

(3) Receive any salary or anything of monetary value from a private source as compensation for his or her Government services.

b. Employees who are in positions subject to filing financial disclosure reports ([OGE-450](#)) must obtain supervisory approval prior to engaging in outside employment. All employees who engage in outside employment, whether or not

prior approval is required, are subject to ethics regulations pertaining to conflict of interest. Employees are encouraged to seek advice from their ethics advisors on potential conflict of interest situations at any time.

**9.** An employee may request, in writing, reassignment to a different position or a different supervisor at any time. Management will consider the request and will respond in writing, stating the reasons for the decision, within 28 days. When the request is due to conflict with his or her work supervisor and the employee has tried to resolve the conflict, the employee may request the assistance and intervention of higher-level Management. Management will intervene, as appropriate. Some of the methods of resolving the conflict that may be used in such intervention may include counseling, training, team building, details, reassignment, or physically separating the employees in conflict for a “cooling off” period.

**10.** Management shall inform employees of rules, regulations, and policies under which they are obligated to work.

**11.** Employees shall not be given warnings or statements of disapproval, counseled on conduct or unacceptable performance, or given verbal warnings except in a setting that protects confidentiality. In special job-related situations involving safety and/or well being of employees, immediate public admonishment is appropriate (e.g., co-worker harassment or safety violations).

**12.** Records maintained on an employee that are not maintained on a permanent basis will be removed from official files in accordance with the Government’s retention schedule unless otherwise specified in this Agreement. Employees have the right to review the contents of their Official Personnel Folder (OPF) and may request a copy of any documents from the OPF. Upon receipt of a written request, arrangements will be made within 5 days for employees to review their OPF.

**13.** Whenever practical, employees will have a profile on the electronic communication system. Employees will be provided official time to access their official records on Forest Service and other Web sites where their official records are located. No employee will be penalized for the lack of a profile (e.g., pay benefits, training, or advancement opportunities).

a. Except as stated in Subsection c below, Management will not, without the employee’s knowledge, access an employee’s electronic profile or storage media (including “floppy disks”) unless such access is required for internal security purposes (e.g., for criminal investigations or where Management has reasonable cause to believe an employee is violating regulations in his or her use of the electronic office system).

b. Management will inform the employee when access is made for urgent, work-related reasons and will access only work-related documents. If the employee requests confirmation in writing, Management will give it.

c. Management will provide general policy information to the Union on all communication tracking hardware/software that may be used to monitor electronic communication systems for appropriate use or internal purposes as described in Section 13.a. Such policy information will include where and when they are being used or are to be used, how they would be used, the purpose of their use, and the types of employees who will be authorized to use the tracking hardware/software. Bargaining Unit employees will be made aware of the subject policy on an annual basis.

## ARTICLE 5

### UNION RIGHTS AND REPRESENTATION

**1. Representation:** The Union is the exclusive representative of the employees in the Bargaining Unit and is entitled to act for these employees. The Union is responsible for representing the interests of all employees in the Bargaining Unit without discrimination and without regard to Union membership.

a. The properly designated officers or representatives of the National Federation of Federal Employees (NFFE) Forest Service Council (FSC) have the right to represent the employees within the entire Bargaining Unit in the Forest Service. Vice Presidents (or their designees) of the NFFE FSC have the right to represent employees within the Management Units to which they are assigned (i.e., the regions, Job Corps, research). If and when the Forest Service establishes new organization structures, the National Parties will discuss appropriate representational arrangements. Local officers and representatives have the right to represent employees within their Local.

b. The contacts at the national level are the President, NFFE FSC, and the Chief of the Forest Service or their designees. The FSC representative may authorize the NFFE National Office to act on its behalf in any dealings with Management. Contact will be made by mail, telephone, or as otherwise mutually agreed.

c. The FSC will provide Management with a list of names and electronic communication systems addresses of all FSC officers.

d. (1) All designations of Union representatives shall be submitted to Management in writing in a timely manner.

(2) Each Union Local will designate one Union representative and one alternate who will be the contact for local Management to notify concerning conditions of employment. When a Union Local fails to designate representatives, the FSC Vice President will be the primary or alternate. In addition, the Union FSC Vice Presidents, whose alternate will be the FSC President or his/her designee, will be the contact for matters concerning conditions of employment at the intermediate levels (as defined in [Article 3.11](#)).

(3) Each Union Local may designate one representative for each local Management unit (as defined in [Article 3.12](#)), plus at least one representative for each line organization below the Management level. Designated Union representatives will be the contacts for Management for grievances, formal discussions, and fact-finding interviews and investigations within their designated areas. When more than one representative has been designated for a line organization, the Union will inform Management which representative will be the contact for specific matters. If a line organization has more than one shift or duty station, a representative may be designated for each shift or duty station. Nothing in this section abrogates the Union's right to designate representatives as per Section 2.

e. For the purpose of administration of this Master Agreement, Management agrees to recognize representatives of the NFFE National Office in lieu of or in addition to Local officials and officials of the NFFE FSC.

2. The Union has the right to represent an employee or group of employees in presenting a grievance or other appeal or when raising matters of concern or dissatisfaction with Management. The Union has exclusive right to represent employees under the negotiated grievance procedure in this Agreement. The Union has the exclusive right to invoke arbitration. An employee or group of employees may present a grievance without representation by the Union provided that the Union is given a reasonable opportunity to be present at all discussions. In all cases, the Union shall have the right to be present at any meeting between Management and Bargaining Unit employee(s) where resolution of any grievance is discussed. Settlement agreements and decisions reached under [Article 9](#) processes may not conflict with the terms of this Agreement. The Union will be given copies of all settlement agreements, decisions, and correspondence related to [Article 9](#) processes.

3. In providing effective representation, Union representatives will use the most economical and efficient efforts to resolve representational matters including use of a variety of communications systems whenever practical in accordance with [Article 7](#). The Union retains the right to select the representatives to address workplace issues. The Union may elect to use a representative other than the locally available representative; however, such an election does not mandate the agency incur the increased cost of travel and per diem. When the Parties agree that it is in their mutual interest, the agency will pay per diem and travel expense for the traveling representative in accordance with existing travel regulations.

**4. Formal Discussions:** The Local Union President or designee will be given reasonable notice of, and provided reasonable time to be present at, formal discussions. A formal discussion is any meeting between one or more representatives of the Forest Service and one or more Bargaining Unit employees concerning any grievance, personnel policy or practice, or other general condition of employment. The Local Union will be given the opportunity to attend and participate when the Local Union deems appropriate. Examples of formal discussions include family meetings, Continuous Improvement Process or similar meetings, grievance meetings (See [Article 9](#)), and orientation meetings (See [Article 13](#)).

**5. Official Time and Travel:**

a. Official Time: Union officials who are employees will be granted a reasonable amount of official time to perform the following representational functions. The actual amount of official time to be used may vary in each situation.

- (1) Review Management's proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions.
- (2) Perform general representational and contract administration functions.
- (3) Receive, review, prepare, and present grievances.
- (4) Handle complaints, such as Fair Labor Standards Act, Merit Systems Protection Board, Equal Employment Opportunity Commission, and Government Accounting Office.
- (5) Prepare for negotiations.
- (6) Negotiate.
- (7) Prepare reports required by [Section 7120\(c\) of Chapter 71, Title 5 of the U.S. Code](#).
- (8) Contact other Union officers regarding the aforementioned functions.
- (9) Visit, phone, and write to elected representatives in support or opposition to pending or desired legislation that would impact working conditions of employees represented by the FSC in accordance with conditions set forth in Section 5.d.

b. Travel and Per Diem: Union officials, who are employees performing representational functions as specified in this Agreement and are the designated Union Official under Section 5.a above, will be paid travel and per diem. Payment of travel and per diem to Union officials who are not the normal designated Union official will be determined by whether the travel is necessary and promotes the

efficient and proper administration of this Agreement. Such travel will be requested and approved prior to its commencement pursuant to applicable governing requirements (i.e. [Federal Travel Regulations](#)). Use of Government-owned or leased vehicles for such Union official will be in accordance with the provisions of [Article 7](#).

c. The Parties agree that administration of this Agreement is of mutual benefit. Therefore, when the Parties agree, less than full-time employees (Permanent Seasonal) in off-duty status who are needed to effectively resolve complaints and Labor-Management issues will be paid appropriately as mandated by applicable law or case law for the time spent administering this Agreement.

d. Union officials performing functions noted in Section 5.a(9) are subject to the following conditions:

(1) Only members of the FSC Executive Board or their designee will be permitted a reasonable amount of official time on any given legislative initiative.

(2) Up to 320 hours of official time may be used for the annual Union-sponsored congressional contact meeting. The 320-hour bank of hours may be increased by agreement of the National Parties. Within 30 days following the meeting, the FSC will provide Management with a list of the employees and the number of hours used by each.

**6. Release Procedures for Use of Official Time:** Procedures for release are as follows:

a. The Union official and his or her supervisor are expected to communicate with each other, including:

(1) The general nature of the type of representation matter (See 5.a),

(2) The approximate length of time needed, and

(3) Location.

This is not intended to be a barrier to releasing a Union official. Union officials and supervisors may mutually agree on alternate arrangements for release procedures of a continuing nature. Credit hours earned will be tracked by transaction code in the remarks until an automated system is established.

b. The Union official will request release as far in advance as practical. Normally, ordinary workload will not preclude release. However, if the official cannot be released at the requested time due to work reasons, the official will be released when the workload requirements have been met or other arrangements have been made. If the official cannot be released the day of the request, the denial will be

in writing and will include the reason for the delay and when the Union official will be released (normally within 24 hours). If a delay in releasing a Union official involves a situation with a contractual time limit, the time limit will be extended equal to the delay.

c. When performing representational functions with employees at other work-sites, the Union official will notify the unit head or the immediate supervisor before visiting an employee(s). If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the Union official can visit the employee.

**7. Membership Drives:** Upon request and subject to normal security limitations, the Union shall be granted authority to conduct up to two membership drives at any location within a 1-year period, up to 45-days duration each, before and after duty hours, and at break periods and lunch periods. Upon request, Management shall provide the Union with available, reasonable, and visible space; tables; bulletin boards; and easels for use in such drives. Internal mail distribution facilities shall be made available in accordance with [Article 7](#).

**8. Restraint:** There shall be no restraint, coercion, or discrimination against any Union official because of the performance of duties in consonance with this Agreement and the Act, or against any employee for filing a complaint or acting as a witness under this Agreement, the Act or applicable regulations.

## ARTICLE 6

### MANAGEMENT RIGHTS

1. The following Management's rights are identified in Title 5, United States Code (U.S.C.), Chapter 71:

“Management Rights ([5 USC 7106](#))

(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency--

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws--

(A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(C) with respect to filling positions, to make selections for appointments from--

- (i) among properly ranked and certified candidates for promotion; or
- (ii) any other appropriate source; and

(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating--

- (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
- (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.”

2. The Parties may continue to address Management rights issues under Partnership (See [Article 8](#)).

## **ARTICLE 7**

### **UNION USE OF OFFICIAL FACILITIES AND SERVICES**

#### **1. Union Office Space and Equipment:**

a. The Union shall be responsible for the proper use and care of the facilities, services, and equipment provided in this Article.

b. Upon request, each Local and each Forest Service Council (FSC) officer shall be provided reasonable office space and equipment to conduct representational functions. Union office space shall be reasonably private and secure to assure confidentiality of records and conversations. Office equipment will include telephone service, computer system and standard office furniture.

c. Office space to be used by the Union is a subject for local bargaining. The Parties' intent is to provide exclusive office space subject to space limitations, cost considerations, or low Union activity that may make such exclusive use unwarranted. In such cases, the agency will, upon request by the Union, provide nonexclusive office space that is reasonably private and secure. In cases where a Union official already has an assigned exclusive office for his or her normal work activities, such space may meet this requirement. Security of confidential materials may be assured by providing filing or storage cabinets capable of being locked. For internal security, maintenance and custodial purposes, Management will retain access to any exclusive office space it provides.

## **2. Union Use of Electronic Communication Systems:**

a. Union officials employed by the Forest Service will be allowed to use agency equipment to communicate with Union officials and members of the Bargaining Unit as provided for in this section. Use of communications systems will be consistent with applicable laws and regulations. Communications systems are defined as the computer system and fax and land-line phone systems. Additional communications systems may be furnished by the Forest Service (e.g., pagers, personal desktop assistants (PDA), cellular phones, and lap-top computers) subject to negotiations at the appropriate level.

b. Union officials will be authorized to use communications systems for representational purposes as defined in [Article 5.5.a](#). Such use will be permitted on official time.

c. Subject to the provisions in Subsections (1) thru (3) below, Union officials will be authorized the use of communications systems for internal Union business for such purposes as information sharing and to prepare/send newsletters. This use may be done provided that such document preparation, distribution, and reading is done on nonduty time. All documents that contain internal business topics will be transmitted with a message such as: "Contains internal Union business information—document has been prepared and distributed on nonduty time. Reading and any subsequent action by the recipient must be done on nonduty time."

(1) Uses of communications systems for Union membership drives must be requested in advance and agreed to by the Parties at the appropriate level per [Article 5.7](#).

(2) If not prohibited by law or regulation, the use of communications systems for conducting elections of Union officers and advocacy of or actual lobbying of Congress on conditions of employment for Bargaining Unit employees may be permitted subject to negotiation at the appropriate level.

(3) Use of the communications systems for organizational drives is not authorized.

d. Communications profiles or drawers used by Union officials shall be confidential. Management will not initiate access of any Union profiles except for internal security investigation or deleting the profile. Prior to deletion, the Union will be notified and be given an opportunity to be present.

e. The Union agrees to effectively utilize and manage its communications space through coordination of mailings and archiving or deleting unnecessary files.

### **3. Mail Service:**

a. The internal mail distribution service of Management shall be available for reasonable use by the Union.

b. For representational functions, Management will provide and pay for mail service including the U.S. mail and messenger service operated by the U.S. Postal Service, use of the U.S. mail under the indicia and certified mail, as well as any other delivery system (See [Article 5](#)) the agency utilizes. The name and local Union or the name and title of a FSC officer, as well as his or her address, will be placed on the top, left-hand side of the envelope.

### **4. Posting of Information:**

a. Bulletin board space of at least 24 by 36 inches for posting notices and literature, limited to National Federation of Federal Employees (NFFE) Local use only, will be available at each location where there is an employee information bulletin board.

b. Additional bulletin boards and/or space may be negotiated at the local level.

c. Management will provide space on the corporate intranet for the Union to post and maintain information.

**5. List of Employees:** Upon request Management agrees to furnish to the Union, at the appropriate level, usually not more than quarterly, an up-to-date list of employees in the organizational unit showing name, position, title, grade, step, Bargaining Unit Status (BUS) code, Fair Labor Standards Act code, and official duty station. Additional information will be furnished upon request on a case-by-case basis in compliance with the Privacy Act and case law.

**6. Publications:** Management agrees to provide to Union representatives and employees reasonable access to publications such as the Forest Service Manuals (FSM), [Position Classification Standards](#), and other publications available in offices of the Forest Service and on the [Forest Service Web site](#). Training on the use of Web-available information will be provided as appropriate. In addition to the set provided at NFFE National Headquarters, one set of the FSMs and handbooks dealing with personnel policies and practices and working conditions and related FSM materials

will be provided to NFFE FSC upon request. When the availability of the above information changes, it is an appropriate subject for impact and implementation bargaining under [Article 11](#). Other reference materials may be negotiated at the intermediate and national levels.

**7. Government-Owned or Leased Vehicles:** For the purpose of this Master Agreement:

a. Government-owned or leased vehicles may be used for Local representational functions for which official time will be used provided:

- (1) A vehicle is available.
- (2) The Union representative has made reasonable efforts to resolve the matter through the use of telephones, mail, etc.
- (3) A more economical and efficient method of transportation is not available.

b. A Union official may choose to use a privately owned vehicle instead of a Government-owned or leased vehicle for Union travel as defined in this Master Agreement. When such travel is advantageous to the Government, the mileage will be paid at the maximum rate unless:

- (1) A Government vehicle with a seat available is already scheduled to the same destination.
- (2) Such payment is deemed not in compliance with the [Federal Travel Regulations](#).

c. Government-owned or leased air and/or water transportation may be used for Local representation functions for which official time will be used provided:

- (1) A seat is available at no additional cost.
- (2) The Union representative has made reasonable efforts to resolve the matter through the use of telephones, mail, etc.
- (3) A more economical and efficient method of transportation is not available.

## ARTICLE 8

### COLLABORATIVE LABOR-MANAGEMENT RELATIONS AND PARTNERSHIP

Consistent with the preamble of this Agreement and the principles of the [Strategic Plan for Labor Management Relations in the Forest Service](#), the National Parties agree to work collaboratively, and they encourage Parties at all levels to adopt and practice collaborative labor relations. Through the joint development, implementation, and maintenance of a Strategic Plan for Labor Management Relations in the Forest Service, the National Parties will provide current guidance and assistance in maintaining and enhancing collaborative relationships at all levels.

#### 1. Partnership Councils:

- a. The National Parties agree to maintain a national Forest Service Partnership Council (FSPC) to address issues of service-wide scope and significance subject to the terms of the Partnership Agreement.
- b. The Parties at intermediate and local levels have the authority to establish Partnership Councils at those levels.
- c. The members of each Partnership Council are the designated representatives of Management and the Union. The size and any specific objectives of Partnership Councils at all levels will be established jointly.
- d. An attempt will be made to use consensus and interest-based problem solving to resolve all the issues the Partnership Councils agree to address.
- e. Partnership Councils may consider any issue without regard to Reserved Rights in [Article 6.1](#).

#### 2. Collaborative Relations:

- a. The Parties serve as full partners to identify problems and craft solutions to better serve the agency's employees, customers, and mission.
- b. Use of interest-based problem-solving to resolve issues outside of Partnership Councils is strongly encouraged.
- c. The Parties will notify one another of emerging topics or initiatives that may affect conditions of employment, and they are encouraged to become predecisionally involved to facilitate the early identification and resolution of issues by the Parties and provide the opportunity for participants to add value to the outcome.

d. Decisions and agreements reached by the Parties in collaboration are binding on the Parties.

### 3. Resources:

a. The Parties are encouraged to use resources from various sources in pursuing a collaborative Labor-Management relationship, including the formation and maintenance of Partnership Councils, Labor-Management Committees, or other forums. Toward that end, Management will maintain a [Web site](#) accessible to the Parties that contains, or is linked to, appropriate reference materials. Materials will include minutes of the FSPC and other jointly issued guidance from the National Parties.

b. The ability to resolve issues by consensus is requisite to effective collaborative relations. The Parties are encouraged to obtain training in interest-based problem-solving.

## ARTICLE 9

### GRIEVANCES

**1. Common Goal:** The purpose of this article is to provide a mutually acceptable method for the prompt resolution of workplace issues raised by the Parties and/or employees pursuant to [Title 5, United States Code \(U.S.C.\) 7121](#). The Parties agree that most grievances and complaints should be resolved in an orderly, prompt, and equitable manner that will maintain the self-respect of the employee and be consistent with the principles of good management and the public interest.

**2. Definitions:** Grievance means any complaint by any—

a. Employee concerning any matter relating to his or her employment.

b. Labor organization concerning any matter relating to the employment of any employee.

c. Employee, Labor organization, or agency concerning—

(1) The effect or interpretation, or a claim of breach, of a collective bargaining agreement.

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

### 3. Application:

- a. A grievance may be filed by an employee or a group of employees, by the Union, or by Management.
- b. Only the Union, or a representative designated by the Union, may represent employees in such grievances.
- c. Any employee or group of employees may personally present a grievance and have it resolved without representation by the Local Union provided that the Local Union will be given an opportunity to be present at all formal discussions in the grievance process.
- d. Any resolution must be consistent with the terms of this Agreement.
- e. Upon request of either Party, the number of representatives at representational meetings will be equal. Management will approve additional Union representatives when reasonably appropriate. The Parties agree to keep the number of participants at the meetings to a necessary minimum.

### 4. Exclusions: This grievance procedure does not apply to—

- a. Any claimed violation of [5 U.S.C. Chapter 73, Subchapter III](#) relating to prohibited political activities (Hatch Act).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under [5 U.S.C. 7532](#) (national security reasons).
- d. Any examination, certification, or appointment.
- e. The classification of any position that does not result in the reduction in grade or pay of an employee.
- f. Reduction-in-Force or furloughs of more than 30 days.
- g. Separations during a probationary or trial period. Grievance rights of probationary or trial employees will be consistent with their appellant rights before [Merit Systems Protection Board](#) (MSPB).
- h. Separation or a reduction-in-grade taken against specific employees who have no statutory right to appeal those adverse personnel actions to the MSPB. (This exclusion shall be null and void should a decision by mutual agreement of the Parties or by a third party be rendered that a precedential change in case law occurred that approves or provides for grievances of this nature.)

- i. Bills of Collection issued to employees, which are covered by special process in [Article 22, Section 8](#).
- j. Collections from accountable officers (unless case law makes it grievable).
- k. Determinations of exempt/nonexempt status and claims for compensation under the [Fair Labor Standards Act](#).

**5. Pre-grievance Process:**

- a. The Parties agree that the participation in the pre-grievance process does not constitute the formal election of the negotiated grievance procedure.
- b. The grievant and/or representative must file the pre-grievance notification with the appropriate official in writing within 21 days of the incident resulting in the complaint or the date the grievant first became aware of the matter.
- c. Pre-grievance Notification: When submitting a pre-grievance notification, the grievant or his or her representative shall:
  - (1) Identify the incident resulting in the complaint.
  - (2) Identify the date of the incident.
  - (3) Provide suggestions for remedies.
  - (4) Identify that this is a “pre-grievance notification.” Grievants are encouraged to state this identification in the subject of e-mail or hard-copy document.
- d. The grievant shall file the pre-grievance notification with the appropriate official identified below:

**(1) Employee pre-grievance:** If the grievant is an employee of the organization listed at the left below, they send the pre-grievance notification to the individual listed at the right:

- Job Corps Center.....Center Director
- Job Corps Field Office.....Field Office Director
- National Forests..... Forest Supervisor
- Regional Office..... Staff Director or Deputy  
Regional Forester
- Research Station..... Assistant Director or equivalent  
Technology and  
Development Center..... WO Engineering Staff Director
- Washington Office..... Staff Director or Deputy Chief

Law Enforcement &  
 Investigations (LE&I)..... Regional Special Agent in Charge  
 IITF or FPL..... Assistant Director  
 Unit not identified above..... Labor-Management Relations  
 contact in Servicing Human  
 Resources Office

**(2) Local Union pre-grievance:** For a Local Union grievance at the organization level on the left below, the Union official sends the pre-grievance notification to the individual listed at the right:

Job Corps Center..... Center Director  
 Job Corps Field Office..... Field Office Director  
 National Forests..... Forest Supervisor  
 Regional Office..... Regional Forester  
 Research Station..... Station Director  
 Technology and  
 Development Center..... Deputy Chief, Business Operations  
 Washington Office..... Deputy Chief, Business Operations  
 LE&I..... Regional Special Agent in Charge  
 IITF or FPL..... Director  
 Unit not identified above..... Line Officer in Charge of the Unit

**(3) Intermediate and national Union pre-grievance:** Union officials (or their designees) listed on the left send the pre-grievance notification to the individual listed at the right:

Job Corps Regional Vice  
 President (RVP)..... Field Office Director  
 National Forest System RVP..... Regional Forester  
 Research RVP..... Deputy Chief, Business Operations  
 FSC President..... Deputy Chief, Business Operations

**(4) Management pre-grievance:** Management officials listed on the left send the pre-grievance notification to the individual listed at the right:

Local Manager..... Local President  
 Intermediate Manager..... RVP  
 National Manager..... FSC President

e. The individual receiving the pre-grievance notification will identify the responding official who will act upon the notification.

f. After the pre-grievance is sent, the grievant and responding official have 21 days to resolve the issue using a dispute resolution process that is acceptable to both Parties. If they do not reach resolution within 21 days, the grievant then has 21 days to elect to file a formal grievance.

g. During pre-grievance discussions, if the grievant and responding official reach the conclusion that they cannot resolve the issue, they will document in writing that they could not reach resolution. The grievant then has 21 days to elect to file a formal grievance.

h. When a settlement agreement is reached, the grievant and the appropriate official will sign and date the agreement. If a settlement agreement is signed, no formal grievance will be filed on the issues raised in the pre-grievance.

## **6. Negotiated Formal Grievance Procedure:**

a. For those matters that are grievable, this procedure shall be the exclusive procedure for the Parties and employees. However, nothing in this section shall prevent employees from exercising their statutory rights to:

(1) File an [Equal Employment Opportunity](#) complaint.

(2) Appeal adverse actions or actions for unacceptable performance to the [MSPB](#).

(3) File a charge of an unfair labor practice with the [Fair Labor Relations Authority](#), provided that the employee has not filed a grievance in writing on the matter in accordance with this Master Agreement. If an agency listed above determines that they have jurisdiction to hear an appeal or complaint of an employee who filed a grievance in writing on the same issue, the grievance will be cancelled.

b. Nothing in this section shall prevent an employee from filing a complaint with [Office of Special Counsel](#).

c. If the complaint is not resolved in the pre-grievance process, the grievant may file a formal written grievance within 21 days of the end of the pre-grievance period or date of the agreement that the complaint could not be resolved informally. A formal grievance may not be filed unless the grievant has attempted to resolve the complaint through the pre-grievance notification process as described in Section 5 above, except as in 6(d), below.

d. In the case of grievances taken in response to a written decision letter notifying the employee of an action under [5 U.S.C. 7512](#) (Adverse Actions) or [5 U.S.C. 4303](#) (Unacceptable Performance), no pre-grievance notification is required. An employee must file a formal grievance within 30 days of the effective date of the action.

e. A formal grievance will contain the following:

- (1) A copy of the prenotification (except as described in Section d. above).
- (2) The mutual agreement that the issues could not be resolved, if applicable.
- (3) The issue(s) being grieved.
- (4) Any supporting evidence, including the date of the occurrence.
- (5) The relief requested.

f. The grievant shall file the formal grievance with the appropriate official identified below.

**(1) Employee formal grievance:** If the grievant is an employee of the organization listed at the left below, they send the formal grievance to the individual listed at the right:

Job Corps Center.....	Field Office Director
Job Corps Field Office.....	Director, Senior, Youth, and Volunteer Programs
National Forests.....	Regional Forester
Regional Office.....	Regional Forester
Research Station.....	Station Director
Technology and ..... Development Center	Deputy Chief, National Forest System
Washington Office.....	Deputy Chief, Business Operations
Law Enforcement &..... Investigations (LE&I)	Director, LE&I
IITF or FPL .....	Director
Unit not identified above.....	Labor-Management Relations contact in Servicing Human Resources Office

**(2) Local Union formal grievance:** For a Local Union grievance at the organization level on the left below, the Union official sends the formal grievance to the individual listed at the right:

Job Corps Center..... Center Director  
Job Corps Field Office..... Field Office Director  
National Forests..... Forest Supervisor  
Regional Office..... Regional Forester  
Research Station..... Station Director  
Technology and..... Deputy Chief, Business Operations  
Development Center  
Washington Office..... Deputy Chief, Business Operations  
LE&I..... Regional Special Agent in Charge  
IITF or FPL..... Director  
Unit not identified above..... Line Officer in Charge of the Unit

**(3) Intermediate and national Union formal grievance:** Union officials or designee listed on the left send the formal grievance to the individual listed at the right:

Job Corps RVP..... Field Office Director  
National Forest System RVP..... Regional Forester  
Research RVP..... Deputy Chief for Business  
Operations  
FSC President..... Deputy Chief for Business  
Operations

**(4) Management formal grievance:** Management officials or designee listed on the left send the formal grievance to the individual listed at the right:

Local Manager..... Local President  
Intermediate Manager..... RVP  
National Manager..... FSC President

g. If the receiving official does not have authority to resolve the grievance, he or she will forward the grievance to the appropriate deciding official who has the authority. The deciding official will examine the issues and conduct fact-finding deemed necessary to understand the matter being grieved before issuing a decision.

h. A written decision will be transmitted to the grievant within 21 days after the filing of the formal grievance.

i. This response shall be the final decision on the grievance. If the grievance is not resolved, the matter may be referred to arbitration in accordance with [Article 10](#).

## **7. Authority:**

- a. The responding official in the pre-grievance process and deciding official in the formal grievance must have full authority to resolve all issues raised by the grievant.
- b. In the case of a grievance involving disciplinary action, it is not appropriate for the deciding official for the formal grievance to be the same individual as the deciding official for the disciplinary action.

## **8. Time Limits:**

- a. Time limits for this article start with “Day One” on the day following transmittal or occurrence.
- b. The intent of the Parties is for all participants to act within the time limits allowed within this article. However, time limits in this article may be extended by mutual consent of the grievant and appropriate responding or deciding official.
- c. When information needed by Management to process a formal grievance is requested from a grievant or the Union, the time limits will be extended equal to the amount of time required to receive the information but not more than 15 days. If the information is not received during that time period, Management will render a decision based on the information they have at the time.
- d. When information needed by the Union to process a formal grievance or to determine whether a formal grievance exists is requested from Management the time limits will be extended equal to the amount of time required to receive the information.
- e. Failure by the grieving party to meet time limits, or to request and receive an extension of time, shall automatically cancel the grievance, unless mitigating circumstances prevail.
- f. Failure of the deciding official to meet time limits on formal grievances, or to request and receive an extension of time, shall result in the deciding Party’s liability for the arbitrator’s fees and expenses, unless mitigating circumstances prevail.

**9. Grievance Termination:** Management will cancel an employee's grievance:

- a. At the employee's request.
- b. Upon termination of employment with the agency, unless personal relief to the employee may be granted after termination of employment.
- c. Upon the death of the employee, unless the grievance involves a question of pay.

**ARTICLE 10**

**ARBITRATION**

**1. Right to Arbitration:**

a. If the decision on a grievance processed under the negotiated grievance procedure is not acceptable, the issue may be submitted to arbitration. The notice invoking arbitration must be in writing, signed by the President of the National Federation of Federal Employees (NFFE) Forest Service Council (FSC) or the Local Union President, or the appropriate Management official, and submitted to the other Party within 28 days following issuance of the formal grievance decision. Notice will also include a copy of the request for a list of arbitrators or a copy of the list. Failure to serve this notice within the 28 days will result in termination of the grievance, unless mitigating circumstances prevail.

b. After arbitration is invoked, the Parties may mutually agree to use a dispute resolution process. Use of the dispute resolution process does not suspend any of the timeframes in this article unless mutually agreed by the Parties.

c. The Party invoking arbitration may opt to postpone the arbitration hearing date if that Party has filed an Unfair Labor Practice charge alleging information relevant to the case has been withheld until the [Federal Labor Relations Authority](#) (FLRA) has rendered its decision.

**2.** Where there are a number of grievances concerning the same issue, the Parties will review the issue and may mutually agree to combine the grievances for a single decision on all the cases by the arbitrator.

**3.** Selecting the Arbitrator: Unless otherwise agreed, the following process will be used.

a. Prior to invoking arbitration, the invoking Party will submit a request to the [Federal Mediation and Conciliation Service](#) (FMCS) or the [American Arbitration Association](#) (AAA) for a list of seven impartial persons qualified to act as arbitrator.

b. Within 21 days after receipt of such list, Management and the Union shall confer to select an arbitrator. If either Party fails to participate in the selection process, the other Party will make a selection of the arbitrator from the list.

c. If the Parties cannot agree on an arbitrator from the list, each Party shall strike one name in turn from the list. The determination of which Party shall strike first from the list will be determined by the flip of a coin. After each Party has struck three names from the list, the remaining person shall serve as the arbitrator.

**4. Submission:** The Parties are encouraged to jointly frame the issue(s). If the Parties cannot agree on a joint statement of the issues, they will submit separate statements to each other and to the arbitrator. The arbitrator will decide the issues to be heard.

#### **5. Fees and Expenses:**

a. The cost of arbitration, including panel requests fees and arbitrator's fees and expenses, shall be borne by the losing Party. When a decision does not clearly favor one Party's position over the other, the arbitrator may specify that all costs should be borne equally by the Parties. The cost of arbitration expenses for threshold or enforcement issues will be paid by the losing Party in each proceeding.

b. If a clarification of an arbitrator's decision is necessary, the requesting Party will pay for the additional arbitration fees and expenses. The arbitrator will be requested to complete the clarification within 30 days. If jointly requested, the costs will be shared.

c. An employee, who is found to have been affected by an unjustified or unwarranted personnel action that has resulted in the withdrawal or reduction of all or part of the pay, allowances, or differentials of the employee is entitled, on correction of the personnel action, to receive reasonable attorney fees related to the personnel action, awarded in accordance with standards established under [Section 7701\(g\) of Chapter 71, Title 5, of the United States Code \(5 U.S.C. 7701\(g\)\)](#).

d. The arbitration hearing will be held, if possible, on Management's premises and during the regular day-shift hours unless mutually agreed otherwise. The grievant and any employee called as a witness will be excused from duty to the extent necessary to participate in the official proceedings with pay and travel expenses as authorized in agency travel regulations. Questions raised as to whether a witness is necessary will be resolved by the arbitrator. If travel expenses would

be incurred for a witness to attend a hearing, questions raised as to whether the witness is necessary will be resolved by the arbitrator prior to the hearing. An equal number of Union representatives, employed by the Forest Service, will be entitled to official time, travel, and per diem expenses as there are Management representatives.

e. Employee participants on shifts other than the regular day shift will be temporarily placed on the regular day shift for the pay period(s) of the hearing in which they are involved.

f. If there are costs incurred due to cancellation or rescheduling arbitration, they will be borne by the Party requesting the change unless mutually agreed otherwise by the Parties.

g. Transcripts: The cost of a transcript, requested by one Party for its exclusive use and not shared, shall be borne by the requesting Party. If it is mutually agreed to request a transcript, the cost will be borne equally.

## **6. Authority:**

a. The arbitrator's authority is limited to the adjudication of issues that were raised in the grievance procedure. The arbitrator shall not have authority to add to, subtract from, or modify any of the terms of this Agreement, or any supplement thereto.

b. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the [Merit Systems Protection Board \(MSPB\)](#), the arbitrator shall be governed by [5 U.S.C. 7701 \(c\)\(1\)](#) and, to the extent applicable, by [the precedential decisions of MSPB](#).

**7. Grievability/Arbitrability/Timeliness Threshold Determinations:** The arbitrator shall have the authority to make threshold determinations. Threshold questions shall be resolved by the arbitrator prior to the hearing on the merits of the grievance, unless otherwise agreed by the Parties. If requested by either Party, the threshold issue will be decided by an arbitrator different from the one selected to hear the merits of the case.

## **8. Arbitration Process:**

a. The process to be utilized by the arbitrator may be expedited (See Section 9 of this article) or a formal hearing shall be held.

b. The Parties may mutually agree to expedited arbitration or a formal hearing. If the Parties do not agree on the process, a formal hearing shall be held.

c. Upon selection of the arbitrator in a particular case, the respective representatives for the Parties will communicate with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing. The Parties will endeavor to schedule the hearing within 90 days after arbitration is invoked. If the Parties are unable to mutually agree and schedule a hearing date within 90 days, the arbitrator will select a date.

d. If the arbitrator is not available within the timeframe, the Parties shall agree either to extend the time frame or select a different arbitrator.

e. Formal hearing: A submission to arbitration hearing should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.

f. The arbitrator will be requested to render the decision and remedy to the Parties as quickly as possible, but, in any event, no later than 30 days after the conclusion of the process as described above unless the Parties otherwise agree.

g. The arbitrator's decision shall be final and binding, unless an exception is filed with the [FLRA](#). If no exception is filed, the arbitrator's decision and remedy will be implemented.

**9. Expedited Arbitration:** In an effort to reduce time and expenses of some grievance arbitrations, the Parties may agree to expedited procedures that may be appropriate in certain non-precedential cases or those that do not involve complex or unique issues. Expedited arbitration is intended to be a mutually agreed upon process whereby arbitrator appointments, hearings, and awards are acted upon quickly by the Parties and the arbitrators. The process is streamlined by mandating short deadlines and eliminating requirements for transcripts, briefs, and lengthy opinions.

The Parties may elect to use the expedited processes of [FMCS](#), [AAA](#), or any of the procedures described below.

a. A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue and a hearing would serve no purpose. In this case, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

b. An arbitrator inquiry may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he or she deemed necessary, prepare a brief summary of the facts, and render an on-the-spot decision with a summary opinion. The Parties may mutually agree to eliminate the summary opinion.

c. Mini-arbitration: In this case, an oral hearing will be held. The arbitrator will prepare a brief summary of the facts and render a decision with a summary opinion. The Parties may mutually agree to eliminate the summary opinion.

## **10. Exceptions and Appeals:**

a. An exception to the arbitrator's decision may be filed in accordance with [FLRA](#) regulations.

b. For arbitration cases related to actions taken under [5 U.S.C. 4303](#) (unacceptable performance) and [5 U.S.C. 7512](#) (suspension of greater than 14 days, demotions, removals, etc.) either Party may request judicial review during the 30-day period beginning on the date the Award is served on the Party.

**11. Implementation of Arbitration Awards:** To facilitate implementation of the Award, the arbitrator, who heard the merits of the case, will retain jurisdiction until the Award is implemented. Arbitration Awards will be implemented as soon as possible following the final decision. A decision is not considered final until all exceptions, if any, are resolved.

## **ARTICLE 11**

### **MIDTERM NEGOTIATIONS**

**1. Purpose:** The purpose of this article is to provide a process for negotiations on subjects that are not barred from further negotiations or which are identified for further negotiations at the intermediate or local levels.

#### **2. General Provisions:**

a. The Parties agree that changing conditions create a need for either the Forest Service or the Union to propose midterm negotiations. The Parties may propose changes in conditions of employment not in conflict with this Agreement.

b. If negotiations are requested, the Parties are obligated to meet or otherwise communicate in a timely manner and bargain in good faith.

c. Management may implement changes in conditions of employment, not in conflict with this Agreement, after notifying, in writing, the Union officials at the Management level that proposed the change of the changes and giving them the opportunity to negotiate, including conclusion of mediation and impasse procedures.

d. The national or intermediate-level Parties may mutually agree to delegate their authority in writing to negotiate issues, otherwise negotiable at their level, to Parties at subordinate levels in order to promote more effective and efficient resolution of issues that more directly affect those Parties.

e. Management agrees that it will not unilaterally implement changes in personnel policy or practices or conditions of employment, including those originating from terms of dispute settlement agreements, unless there is an emergency or the date of implementation is required by law. In these situations post-implementation issue resolution or negotiations may be appropriate.

### **3. Negotiation Procedures:**

a. Interest-based negotiation (IBN) process: Either Party may propose a change in conditions of employment by presenting the issue to the other Party. The receiving Party may request to negotiate by notifying the initiating Party within 14 days with proposed groundrules. The Parties are encouraged to use the [Issue Notification](#), [Response to Notification](#), and [Groundrules templates](#) as appropriate.

The Parties agree that IBN is the preferred method for negotiations. The Parties may use traditional bargaining, as specified below, if they do not agree to use IBN. Also, if a good faith attempt at using IBN proves to be unsuccessful, then either Party may choose to default to traditional negotiation processes by providing written notice to the other Party. Regardless of the negotiation method used, the Parties are encouraged to work expeditiously.

b. Traditional negotiation process: The proposing Party will furnish written proposals delineating proposed changes affecting conditions of employment to the designated official of the receiving Party. After receipt of the proposal, the receiving Party has up to 28 days, at the intermediate and local levels, and 45 days at the national level to submit a counter proposal to the proposing Party. Timelines associated with further exchange of counter proposals will be agreed upon as part of the groundrules.

c. Points of contact:

(1) For national level: Designated officials for the Union are the Forest Service Council (FSC) Negotiations Committee, the FSC President, and the National Federation of Federal Employees National Office. Designated officials for Management are the Washington Office Human Resource Management Director and the designated Labor Relations staff member.

(2) For intermediate level: Designated officials for the Union are the FSC Regional Vice President. Designated officials for Management are the Regional Employee/Labor Relations staff.

(3) For the local level: Designated officials for the Union are the Local President and Chair of the Local Negotiations Committee. Designated officials for Management are the designated Servicing Human Resource Office staff member.

d. Data requests: When data are requested from the other Party, any applicable time limits will be automatically extended equal to the number of days it takes to receive such data. The Parties agree that data requests must articulate a particularized need necessary to respond to the proposal/issue.

e. Further negotiations: Any negotiated agreements will state whether or not negotiations may take place at the lower organizational level(s).

f. Printing and distribution: The printing and distribution of negotiated agreements will be the responsibility of Management, unless otherwise agreed.

#### **4. Subordinate Agreements:**

a. The Agreement is controlling, and neither the Union nor Management may negotiate nor implement any change that conflicts with this Agreement. Only the National Parties may reopen the Agreement, in whole or in part, during its term and only upon mutual agreement.

b. Negotiated agreements between the Parties at all levels shall not duplicate, conflict with, or otherwise be inconsistent with the Agreement and may be subject to review by the National Parties.

c. When lower-level negotiated agreements later come into conflict with subsequent higher-level negotiated agreements, the higher-level negotiated agreement will prevail. Lower-level negotiated agreements will be modified to reflect changes necessitated by the higher-level negotiated agreement.

d. Existing subordinate negotiated agreements not in conflict with this Agreement remain in effect in accordance with their terms.

e. Any question of validity or noncompliance of an intermediate or local agreement to the Agreement may be submitted by either Party to the National Parties for resolution. Questions and issues not addressed in any national agreements, as related to its contents, and whether such issues may be negotiated locally should be raised to the National Parties for resolution. A decision will be made by the National Parties within 30 days. If the Parties are unable to agree as to compliance or validity, either Party may submit the issue to arbitration, in accordance with [Article 10](#).

## **5. Disputes and Impasses:**

a. Disputes: If Management believes a written Union proposal is nonnegotiable, it will raise the issue of negotiability in a timely fashion, at the early stages of the negotiation process so that attempts can be made to cure any negotiability problems. If the negotiability issue cannot be resolved, the Union will be provided, upon written request, with a written statement of the rationale for a claim of non-negotiability. The Union may submit a negotiability appeal to the [Federal Labor Relations Authority](#) in accordance with applicable regulations.

b. Impasses: In the event of an impasse at any level, the Parties may agree to invoke mediation. If unsuccessful or if the Parties do not agree to invoke mediation, either Party may request assistance from the [Federal Mediation and Conciliation Service](#). If the matter remains unresolved, either Party may request impasse resolution assistance from the [Federal Services Impasses Panel \(FSIP\)](#). Alternatively, by mutual agreement, the Parties may refer the matter to binding arbitration in accordance with [Article 10](#).

**6. Past Practices:** Privileges of employees that by custom, tradition, and known past practice have become an integral part of working conditions shall remain in effect unless modified pursuant to negotiations or such practices conflict with the Agreement, Governmentwide regulation, and/or statutory provision(s). When past practices are inconsistent with a Governmentwide regulation or law that requires an immediate change on or by a specified date, negotiations may occur post-implementation.

## **ARTICLE 12**

### **PRENOTIFICATION FOR UNFAIR LABOR PRACTICE CHARGE**

1. The Parties agree that prior to filing an Unfair Labor Practice (ULP) Charge, the charging Party will serve written notice of the alleged ULP Charge on the other Party. If the charged Party requests the opportunity to discuss the issue(s), the Parties will attempt resolution within 5 working days, unless more time is mutually agreed to.
2. The Parties will have full authority to mutually agree to any procedures necessary for resolution.
3. Amendment of the ULP charges on the same issue will not necessitate a new prenotification of said charges.

## ARTICLE 13

### ORIENTATION OF EMPLOYEES

1. Management shall inform all new employees that the Union is the exclusive representative of employees in the Bargaining Unit and provide a copy of the written designation of Union officials. (See [Article 5.1d](#)) When the Union supplies Management with a Union packet, Management will provide it to new employees during their first 30 days. All applicable subordinate agreements that apply to the Bargaining Unit may be included in the packets.
2. The national online [New Employee Orientation](#) shall include an item in the supervisor/employee checklist related to discussing labor organizations. The linked material will include:
  - a. General information about Labor rights in the Federal sector.
  - b. Information about the Bargaining Units in the Forest Service.
  - c. Links to the [Washington Office Human Resource Management Web site](#), the Agreement, the [National Federation of Federal Employees-Forest Service Council Web site](#), and the [SF-1187 payroll deduction form](#).
3. Upon request, but not more frequently than biweekly, Management will give the appropriate level of the Union a list of all employees added to the Bargaining Unit for the period requested.
4. Where practical to do so, supervisors will arrange to introduce new employees to a local Union official.
5. Discussions held with new Bargaining Unit employees where working conditions are discussed may constitute formal meetings (See [Article 5.4](#)).
6. The Union will be granted a period of time to speak at group orientation sessions that are held for employees. Such time will normally not exceed 1 hour, although additional amounts may be negotiated at the appropriate level. The Union will receive a reasonable notice of at least 7 days prior to local sessions and at least 30 days prior to regional or national sessions.
7. Further details of Union participation in the orientation process may be negotiated at the appropriate level.

## ARTICLE 14

### POSITION DESCRIPTION AND CLASSIFICATION

**1. Policy:** Each employee shall have a position description that is accurate as to title, series, and grade, and clearly states major duties that are reflected in performance elements. A position description is deemed to be accurate when the principal duties, knowledge requirements, and supervisory relationships are described, and it covers 80 percent or more of the work situation. All major duties must be covered in the 80 percent or more of the work situation. The term “major duty” means the grouping of tasks that is grade or series controlling or takes 20 percent or more of an employee’s time. Duties that require special training, performance, or credentials should also be reflected in the position description even if they are less than 20 percent of the employee’s time. The position description shall be reviewed annually by the employee and work supervisor.

**2. New or Revised Position Descriptions:**

a. When an employee is assigned additional major ongoing duties not reflected in his or her position description, Management will revise the position description to reflect the changes in accordance with Section 1 above.

b. When a new position description has been approved and classified, the supervisor and the employee will review and discuss said position description and how it relates to performance expectations under [Article 15](#). With concurrence of the supervisor, the employee may have a Union representative present.

**3. Position Description Review/Classification Procedure:**

a. Employee Request for Position Description Review: Any employee who feels that he or she is performing duties outside the scope of his or her position description, or that the position description is otherwise inaccurate, may make a written request to his or her immediate supervisor that the position be reviewed. The employee shall make a summary of the inaccuracies and/or additional duties not described. Discussion with the supervisor and a determination on whether or not to submit a new position description will be concluded within 30 days of the employee’s request for review. If the position description is found to be inaccurate, a new position description will be prepared and submitted for classification by the end of this 30-day period. In conducting such reviews, the supervisor will consider the employee’s written and oral comments.

b. When a position description review is initiated by Management (e.g., new classification standards or supervisor perceives a change in duties), the supervisor will discuss proposed changes to the position description and will consider feedback from the employee, prior submitting the new position description for classification.

c. When a position description is submitted for classification, Management will communicate the classification determination to the employee within 60 days from the time the position description was submitted for classification.

d. The employee may have Union representation during any discussions related to the review and classification.

e. If the employee is not satisfied with the results of the review procedure, he or she may grieve the accuracy of the position description in accordance with [Article 9](#). Classification appeals are addressed in Section 4 below.

f. Management shall refrain from temporarily reassigning an employee's work during the position description review if the sole purpose for reassigning the work is to avoid reclassification of the employee's position.

**4. Position Classification Review/Appeal Procedure:** When the accuracy of a position description has been established under Section 3 and the employee believes his or her position is not properly classified as to title, series, and/or grade, he or she may:

a. Request a Forest Service position classification review: The employee may submit such a request through his or her supervisor to a Forest Service classifier in his or her management unit to have the classification of the position reviewed at that level or by a Forest Service classifier at a higher level. A Forest Service classifier will consider the employee's written and oral comments. The employee may have Union representation during any discussions related to the review. The findings will be reported in writing or by electronic communication systems to the employee no later than 90 days from the date of the employee's request to the Forest Service classifier.

b. Appeal directly to the U.S. Department of Agriculture (USDA) or the [U.S. Office of Personnel Management \(OPM\)](#): The employee may use the USDA or the OPM Classification Appeal procedures directly, or upon completion of the Forest Service Position Classification Review in Subsection 4.a. above. Employees may request information on the classification appeal rights and process from Management.

**5. Noncompetitive Promotions:** If a review of a position or position description reveals that there has been an accretion of duties that would result in the classification of a position at a higher grade, Management may decide to eliminate and/or redistribute the grade-controlling duties or the employee will be promoted per [Article 16.7](#). If Management eliminates and/or redistributes the grade controlling duties, the employee will be advised in writing of this decision within 14 days of the completion of the review. If Management temporarily needs to have these higher graded duties remain with the employee past the 14 days, then the employee will receive a noncompetitive temporary promotion, if otherwise eligible. Such temporary promotion will be effective no later than the start of the pay period after the 14 days. If Management decides to promote the employee, he or she will be promoted at the beginning of the first pay period after the position has been classified at the higher level. In the event the promotion is delayed, Management will inform the employee of the reason for the delay and the pay period that the promotion will take effect. The employee will also be informed of his or her right to grieve in accordance with [Article 9](#).

## ARTICLE 15

### PERFORMANCE MANAGEMENT SYSTEM

Performance management will be done in accordance with the negotiated performance management plan, incorporated in the [Forest Service Handbook 6109.13](#).

## ARTICLE 16

### PROMOTIONS AND DETAILS

1. The Parties agree that the provisions of Chapter 20, Internal Placement, Employment and Benefits Handbook (Forest Service Handbook 6109.12) will be followed, except as provided for in this article. The procedures in this article apply to positions within the Bargaining Units. Provisions in the Merit Promotion Plan will apply except as stated below.

#### 2. Vacancy Announcements.

a. All permanent positions to be filled in the Bargaining Unit shall be advertised internally prior to filling from any appropriate source except for:

- (1) Lateral reassignments.
- (2) Career-ladder promotions.

- (3) Voluntary demotions, per [Articles 32](#) and [42](#).
- (4) Demotions for disciplinary, performance reasons, or reductions-in-force.
- (5) Student Career Employment Program appointments.
- (6) Mandated placement such as those:
  - (a) Ordered by a third Party such as [Merit System Protection Board \(MSPB\)](#), [Equal Employment Opportunity Commission](#), or an arbitrator.
  - (b) Agreed to in the settlement of a grievance, appeal before [MSPB](#), or an [Equal Employment Opportunity](#) complaint.
- (7) Entry-level clerical and technical, GS-4 and below, and Wage Grade 3 and below positions. However, Management will publicize the position throughout the local Management unit for a minimum of 5 working days prior to recruitment closing date. The publication will include title, series, grade, and tour of duty.
- (8) Other positions, where the local Parties mutually agree to an exception.

b. Summaries of job vacancies will be posted on [USAJOBS.opm.gov](#) and will be posted on designated employee bulletin boards within the area of consideration. Parties at local or intermediate level may agree to additional methods of providing employee access to vacancy announcement information. Service-wide announcements shall be open for a minimum of 28 days. Less than Service-wide announcements shall be open for a minimum of 14 days. When desirable, the Parties at the appropriate level may agree to a lesser time. Complete vacancy announcements can be obtained from the Servicing Human Resource Office.

**3.** Management recognizes the benefit to promoting from within the Bargaining Unit whenever appropriate. Selection officials will consider the rated and ranked list of internal applicants concurrently with the external applicants.

a. The Regional Vice President will be sent a copy of the vacancy announcement when a vacancy is to be filled. Upon request, when investigating a potential grievance, the designated Local Union representative will be provided evaluation scores and evaluation factors or criteria.

b. For the Merit positions that are not entry-level or filled through Merit Promotion Plan, Management will provide the Union representative at the appropriate level, upon request, notification of the selectee, position, grade, location, and under what authority the position is filled.

c. Nonselected employee's rights: An employee's rights for information are as contained in the Merit Promotion Plan.

d. The Union may review all documents pertaining to the filling of a vacancy and for a position that had advertisement completed and then was withdrawn and, upon request, receive copies of documents subject to the [Privacy Act](#) case law as it pertains to sanitizing at the time of the request.

#### **4. Career-Ladder Promotions:**

a. Except as provided below, employees within a career ladder will be promoted to the full performance level as soon as they have met the time-in-grade requirements and have successfully met the requirements of the current and the next higher grade in the areas they have been provided an opportunity to perform. If a supervisor's review leads to the conclusion that the employee's performance does not warrant a promotion or that other factors exist that may delay a promotion, the supervisor will provide a notice to the employee in writing 60 days before the employee is eligible for the promotion. The written notice will explain where the employee's performance is lacking and advise what the employee must do to qualify for the promotion.

b. If the decision not to promote was based on performance, the employee will be given 60 days to improve to a level warranting promotion. If at the end of 60 days, performance has improved to an acceptable level, the employee will be promoted to the higher grade. If 60-day advance notice requirements are not met and performance is found to be acceptable at the end of the 60-day period, the promotion will be made retroactive to the date the employee met time-in-grade requirements.

**5. Repromotion Rights:** This section applies for up to 2 years from the date of involuntary demotion. It does not apply to involuntary demotions due to performance or misconduct.

a. If more than one employee qualifies, the employee with the highest service computation date will be offered repromotion first.

b. Offers of positions outside the local commuting area to employees whose positions have been downgraded, and who are entitled to saved-grade/saved-pay protections may be declined by the employee and shall not affect the entitlement to saved grade or saved pay. The distance involved in the local commuting area shall be in accordance with the same definition as put forth in Article 35, Section 8d., of the Master Agreement.

**6. Temporary Promotion:** A qualified employee placed in a higher-graded position or assigned to a group of duties that have been properly classified at a higher grade, for 30 consecutive days or more, will be temporarily promoted into that position and paid accordingly. Management will not rotate vacant positions for the sole purpose of avoiding a temporary promotion. Temporary promotions of over 120 days will be filled through competitive procedures.

**7. Noncompetitive Promotion:** Management shall refrain from temporarily reassigning an employee's work during the position classification review if the purpose for reassigning the work is to avoid reclassification of the said employee's position. Accretion of duties occurs when all conditions for accretion as specified in the Merit Promotion Plan have been met.

**8. Career Enhancement Program:** The Parties are committed to use of the Career Enhancement Program and will follow the policies and procedures described in applicable agency directives. The parties agree that Article 21 (Actions Based on Unacceptable Performance) is not applicable to this program.

**9. Details:**

a. A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specific period, with the employee returning to his or her regular duties at the end of the detail. The employee continues to be the incumbent of the position from which detailed.

b. Employees on detail may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, or training or absences of personnel. Details will be based on Management needs in the interest of economy and efficient and effective employee utilization. Details in excess of 30 days will be documented in the employee's Official Personnel Folder (OPF) and copies of the record forwarded to the employee. Details in excess of 30 days require prior approval of the employment officer. An employee for whom a detail assignment would create an undue hardship may request relief under [Article 42](#).

c. For details to Bargaining Unit positions within the Forest Service, the following mechanism will apply:

(1) Employees detailed to a higher-graded position will be temporarily promoted in accordance with Section 6 above.

(2) When Management determines the need for a detailer for over 120 days, chooses to fill the position noncompetitively, and has determined through an open outreach process that there are two or more qualified employees within the competitive area at the same grade level as the detail position, Management will rotate assignments at least every 120 days unless legitimate job-related reasons or travel/per diem costs require otherwise.

(3) The rating supervisor of the detail will give the employee an interim rating upon completion of details exceeding 90 days. The rating should be entered into the employee's OPF.

d. The stipulations in Section 9.c. above will apply to details to other agencies, except the Forest Service will request an evaluation accompany the employee upon return. The Forest Service rating supervisor will consider it in the employee's annual performance appraisal.

**10. Certification:** Certification in a particular field will not be required as a selective placement factor, unless selection for certification is required by law or a higher level authority.

**11. Noncompetitive Appointment Authority:** Management agrees that the provisions of Government employment programs used to fill positions, other than through competitive procedures (e.g., the Veterans Readjustment Act), include technical conditions that must be met by Management. Any appointment made under these authorities must spell out the conditions of the program to which Management will adhere.

## ARTICLE 17

### AWARDS PROGRAM

1. The Parties agree that the employee suggestion, incentive, and performance award programs are beneficial to both Management and the employee. The awards program will be administered in accordance with Title 5 Code of Federal Regulations, [Parts 451, 430, and 531](#) ([5 CFR Parts 451, 430, and 531](#)), and the [USDA Guide for Employee Recognition](#). The Parties mutually agree that safety, civil rights, productivity, efficiency, and public service will receive emphasis in the awards program. It is an appropriate matter for a Labor Management Relations Committee and/or Partnership Council to periodically evaluate and review the unit's awards program and make recommendations to ensure the administration of the awards program is fair, equitable, effective, and understandable.

**2. Employee Recognition:** An award is something bestowed or an action taken to recognize and reward individual or team achievement that contributed to meeting organizational goals or improving the efficiency, effectiveness, and economy of the Forest Service operations or is in the public interest. Group awards should be given based on the employee's contribution or participatory value rather than solely on the employee's grade. Awards may have the effect of motivating employees to increase their productivity and creativity for the benefit of the agency and its customers. Awards programs will be equitable in opportunity and there must be fairness and equity in the distribution of awards. All employees will be given an

equal opportunity to work at a level sufficient for award eligibility. Except for Quality-Step Increases, all awards are available to temporary employees. However, term employees are eligible for Quality-Step Increases. The following recognition categories are available:

a. Nonmonetary extra effort awards: Recognition given for a specific outstanding accomplishment, such as a superior contribution on a short-term assignment or project, an act of heroism, scientific achievement, major discovery, or significant cost savings. Types of these awards include time-off awards, keepsakes, letters of appreciation, and honorary awards.

b. Monetary extra effort awards: Recognition given for a particular accomplishment, such as those defined in Section 2.a. above. Dollar amounts are determined by the value of benefit and application of the contribution to the Forest Service mission or goals. Nonmonetary awards can be given in conjunction with monetary recognition. Types of these awards include extra effort, spot, gainsharing, invention, and suggestions.

c. Performance bonuses: Monetary recognition given for performing well. Types of these awards include lump-sum performance bonuses and Quality Step Increases.

3. Management will schedule an appropriate award presentation for an employee.

4. Upon request by the Local Union, Management will annually provide a list of awards given by the unit. This will include type of award, monetary amounts, summary of accomplishment, and additional information consistent with the [Privacy Act](#).

5. A peer award program, wherein employees are authorized to recognize coworkers, either monetarily or nonmonetarily, may be established at the appropriate level.

6. Whenever possible, recipients may be allowed a choice in the type of recognition they receive. For example, an employee may be offered the opportunity to select from among several kinds of nonmonetary keepsakes for length-of-service recognition or a time-off award in lieu of a monetary spot award. Once granted, time-off awards cannot be converted to a cash payment.

7. The Parties recognize that awards to Union officials for performing representational duties is not appropriate. This does not preclude an employee who is an official of the Union from receiving recognition, including cash awards, for special acts or for team involvement in partnership efforts or otherwise contributing to successful collaborate Labor-Management relations.

## ARTICLE 18

### WORK SCHEDULES

**Introduction:** The Parties recognize the benefits to employees and the agency to allow employees to use alternative work schedules. The Parties will make every effort to accommodate agency and employee needs when assigning employees to work schedules.

#### 1. Definitions:

- a. Basic work requirement: The number of hours excluding overtime hours an employee is required to work or otherwise account for.
- b. Regularly scheduled administrative workweek (established hours) (RSAW): RSAW means the period within a workweek, which the employee is regularly scheduled to work.
- c. Tour of duty: Tour of duty is the hours of a day and the days of an administrative workweek that make up an employee's RSAW (including any regularly scheduled overtime hours). For employees on a flexible work schedule, the tour of duty is the limits within which an employee must complete his or her basic work requirement.
- d. Administrative workweek: The administrative workweek is a period of 7 consecutive days beginning on Sunday.

#### 2. Work Schedules:

- a. Standard Work Schedules: A standard work schedule consists of 5 consecutive 8-hour workdays, normally Monday through Friday, in which the employee has a set arrival and departure time.
- b. Alternative Work Schedules (AWS's): The Parties agree that AWS's, which are flexible and compressed work schedules, will be used service-wide according to the following guidelines and approved schedules, for the purpose of improved productivity and greater service to the public, according to Title 5, United States Code, Sections [6120-6133](#) (5 U.S.C. [6120-6133](#)). Specific details of the AWS's listed below are a matter of joint discussions, including provisions for required coverage, between the respective supervisor and employee.

(1) Flexible Work Schedules: Flexible work schedules are schedules for which an employee may vary the length of his or her workday and/or workweek. Employees on flexible work schedules may earn and use credit hours. The Forest Service will use the following flexible work schedules:

(a) Variable Day: The employee may vary the length of the workday daily. The employee must account for 10 days per pay period, at least 40 hours per workweek, 80 hours per pay period, and core hours on each workday. For a part-time employee, the basic work requirement is the number of hours the employee must account for in the administrative workweek and the number of hours the employee must account for in a pay period. Credit hours may be earned.

(b) Variable Week: The employee may vary the length of the workweek as well as the length of each workday. The employee must account for 10 days per pay period, at least 80 hours per pay period, and core hours on each workday. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period. Credit hours may be earned.

(c) Maxiflex: The employee may vary the number of hours per day and the number of days per week. The employee must account for at least 80 hours per pay period and core hours. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period. Credit hours may be earned.

(2) Compressed work schedules: Compressed work schedules are schedules in which employees may complete their basic work requirement in less than 10 days during a pay period. Compressed schedules are fixed schedules, and employees may not vary the time of arrival or departure. Credit hours are not earned or used on a compressed schedule.

(a) 4-10: The employee works 4, 10-hour days per week. Employee schedules day off with supervisor. Credit hours are not earned.

(b) 5-4/9: The employee works 8, 9-hour days with 1, 8-hour day. Employee schedules short day and day off with supervisor. Credit hours are not earned.

(3) Any limitation to AWS listed in this section must be negotiated at the local level.

c. Assignment to a particular work schedule:

(1) The default work schedule is a standard schedule.

(2) All employees may apply for any approved AWS above. In reviewing requests for AWS, Management may grant, modify, or deny the request, based upon any of the following criteria:

- (a) Productivity.
- (b) Level of direct or indirect services furnished to customers.
- (c) Cost of operations, other than reasonable administrative costs.

(3) When an employee requests a particular schedule on a local unit and the request is denied or modified, the employee and Local Union will receive a written explanation. The employee or the Union has the right to grieve the decision in accordance with [Article 9](#).

(4) Management will not discontinue or shift the type of AWS for the purpose of avoiding overtime or other premium or extra compensation.

(5) Work schedules must be administered fairly and equitably to all members of a local unit.

(6) No intimidation, coercion, or threats may be placed on employees by Management, the Union, or other employees regarding work schedules.

d. Discontinuation of an employee's AWS:

(1) Management may discontinue the AWS for an employee when they have identified an adverse impact to the agency based upon any of the following criteria:

- (a) Productivity.
- (b) Level of direct or indirect services furnished to customers.
- (c) Cost of operations, other than reasonable administrative costs.

e. Special situations:

(1) Management may make short-term changes, of no more than 1 pay period, in AWS that are necessary to accomplish the work objectives of the unit. The changes must be administered fairly and equitably in the work unit affected. The Union will be notified of the changes in advance where possible.

(2) Employees attending training that exceeds 2 days shall be temporarily placed on a schedule consisting of 5, 8-hour days. Employees are guaranteed 8 hours on each training day.

(3) Supervisors of field crews working variable day or week schedules may limit work to 8 hours on a given day if weather or work conditions warrant, provided they can fulfill the weekly or biweekly work-hour obligation (i.e., 40 or 80 hours) associated with the employee's AWS to accomplish a full pay period.

(4) Employees approved to use 5-4/9 or 4-10 will select, with supervisor approval, their "off" day and/or their "short" day. At the request of the employee, the supervisor may approve a change in the scheduled "off" day during a pay period subject to work demands.

(5) Schedules under incidents (See [Article 28](#)).

### **3. Tours of Duty and Regularly Scheduled Administrative Workweeks:**

a. If no other tour has been established, the standard tour of duty for full-time employees will consist of 5 consecutive 8-hour days (40 hours per week). Days off will normally be 2 consecutive days.

b. For employees on a Maxiflex schedule, the tour of duty will fall between 5 a.m. to 10 p.m. on Sunday through Saturday.

c. For employees on Variable Day and Variable Week schedules, the tour of duty will fall between 5 a.m. to 10 p.m. on 5 consecutive days in each week of the pay period.

d. Unless otherwise ordered or approved, employees regularly scheduled administrative workweek will fall between the hours of 6 a.m. and 6 p.m., on 5 consecutive days in each week of the pay period. Exceptions based on requirements of the nature of the work (e.g., field work, laboratory work, or Job Corps) may be negotiated by the local Parties.

e. An employee's RSAW will be recorded in the header of his or her Paycheck record.

f. Management will provide notice in writing of changes in tours of duty and RSAW. Notice will be provided at least 10 days in advance except for emergencies and unforeseen situations, which would result in undue hardship in mission accomplishment and/or substantial additional cost. Management will give consideration to an employee's personal needs when changing tours and shifts.

g. An employee who needs to work a different tour of duty or RSAW will make a written request to his or her supervisor indicating the reason for his or her request. The employee and supervisor will discuss both employee and agency needs related to the request. If consistent with the needs of the job, the employee may be assigned to that tour of duty. Management will provide their decision in writing. If the request is denied, the decision will state the reason for the denial.

h. An employee may request Union representation during discussion with Management about changes in his/her tour of duty or RSAW.

i. The first 40-hour tour of duty will be used only when extenuating circumstances preclude a regular schedule of definite hours of duty for each workday of a RSAW in accordance with [Title 5, Code of Federal Regulations, Section 610.111\(b\) \(5 CFR 610.111\(b\)\)](#). First 40-hour tours will not be used to circumvent overtime pay or compressed work schedules.

#### **4. Credit Hours:**

a. Credit hours are those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday. Employees have the option of recording credit hours earned daily or after 80 hours.

b. Credit hours are earned at the election of the employee, but it is recommended that there be a general agreement between the supervisor and the employee prior to the earning of credit hours.

c. The use of credit hours must be scheduled and approved in advance like any other absence from work.

d. A maximum of 24 hours may be used as a credit hour carry-over from one pay period to another with flexible work schedules. Employees on part-time tours may carry over credit hours on a prorated basis of one-fourth of their part-time tour hours.

e. Credit hours may be earned and used within the same biweekly pay period.

f. Credit hours may be used during core hours.

g. Credit hours may not be earned while an employee is in training. Credit hours for travel will be in accordance with existing law and regulation.

h. Employees cannot be forced to earn credit hours that are within the maximum 24 credit hour carryover.

## **5. Core Hours:**

a. Core hours: The time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required by the Forest Service to be present for work or otherwise account for his or her time. (See [5 U.S.C. 6122\(a\)\(1\)](#).)

b. The default core hours for employees on Maxiflex schedules will be the 3 middle days of the employees' RSAW from 10 a.m. to 2 p.m.

c. The default core hours for employees on Variable Day and Variable Week schedules will be 10 a.m. to 2 p.m. on each day of the RSAW.

d. It is understood that deviation from core hours is allowed and may be granted unless work requirements dictate otherwise. Supervisors will document in writing deviations from the core hours.

e. Changes to the default core hours and core days for AWS may be negotiated by the Parties at the appropriate level.

f. Existing subordinate agreements for core hours will remain in effect unless changed in accordance with [Article 11](#).

**6. Rest Breaks:** Authorized rest breaks, not to exceed 15 minutes approximately midway through each 4-hour period of the 8-hour workday, will be arranged by the employees with the work supervisor, as needed, so as not to interrupt the work of the organization. Additionally, a 15-minute rest period is authorized within each 4-hour period of overtime worked.

## **7. Meal Breaks:**

a. Employees are required to take a minimum of 30 minutes for an unpaid meal break roughly halfway through their schedule on any day that they work more than 6 hours.

b. Employees who are required to work during their scheduled meal period shall be compensated at the appropriate rate. As to bona fide meal periods, see [29 CFR 785.19](#).

c. Supervisors may approve a short-term deviation to the requirement that an employee take a meal break on a case-by-case basis.

**8. Overtime:** The Parties at the appropriate level may negotiate provisions for use of overtime when requested by either Party.

## ARTICLE 19

### PAY AND PER DIEM

#### 1. Pay:

a. Employees are responsible to submit accurate and timely Time and Attendance (T&A) reports. It is understood that in some situations the employee may be dependent upon others to submit his or her T&A reports. Management agrees to provide approved reports of T&A for pay purposes to the National Finance Center.

b. In the event of administrative error (at no fault of the employee), Management will assist any employee who does not receive a paycheck by Friday afternoon following the scheduled payday. Management agrees to follow up with the National Finance Center on lost, stolen, or late paychecks in accordance with National Finance Center procedures. Management will take prompt action to make payments to employees to cover late checks following the conditions and procedures of the National Finance Center.

c. Back Pay: Interest on back pay awards to employees shall be paid in accordance with current law.

#### 2. Per Diem:

a. Employees in travel status, including employees temporarily detailed to another duty station, will receive the per diem rates established in the [Federal Travel Regulations \(FTR\)](#) for that geographic area.

b. Field per diem: Field per diem rate will be paid equal to the per diem rates established in the [FTRs](#) for that geographic area unless a lesser amount has been negotiated at the intermediate or local level.

c. Travel charge card: Participation of Bargaining Unit employees in the program is subject to provisions of the [Travel and Transportation Act of 1998](#), implementing Government Services Administration (GSA) regulations, agency regulations, and any subordinate agreement(s) between the National Parties. Travel vouchers will be submitted and processed in a timely manner in accordance with agency policy and subordinate agreements. Upon the employee's request and if warranted, Management will provide a letter to the Credit Bureau regarding an employee's negative credit report due to delay in reimbursement of authorized travel expenses through no fault of the employee.

d. Advances: Under normal conditions, Management will plan trip assignments far enough in advance so that if the employee needs a travel advance, sufficient time will be available to request and receive the advance to use on the assigned trip. Any time an employee is not notified of travel in time to receive a travel advance from the National Finance Center, an advance of funds will be allowed. The amount of the advance is subject to the limitations stated in [FTR 301-10.3b](#).

e. Reimbursement for telephone calls to home while in travel status:

(1) Brief station to station telephone calls will be interpreted to mean a telephone call to the employee's local commuting area or family member, normally no more than 10 minutes long or at cost not exceeding \$5.00 per day. Employees are encouraged to use the most cost-effective means of placing such calls, such as Government phone cards, Government office phones, etc. Employees are entitled to make one such call per day provided they are in travel status more than one night. Employees shall be reimbursed for phone calls while in travel status for less than two nights if the calls are related to unforeseen delays in returning or emergency situations. Employees in travel status more than one night may be reimbursed for additional calls related to unforeseen delays or emergency situations arising subsequent to normal calls. If change to law or regulation allows calls while in travel status for one night or if an appropriate authority rules that two nights are not required for reimbursement of calls, this Agreement will be modified to reflect that change.

(2) There will be no discrimination based on marital status or on the assumption that one class or grouping of employees has any greater or lesser need to call someone in their home community.

**3. Remote Worksites:** Impact and implementation of changes made to remote work sites or the establishment of new worksites are subject to local negotiations. When Management proposes a remote site allowance for [U.S. Office of Personnel Management \(OPM\)](#) approval, the Local Union will be given an opportunity to review and comment on the proposal. The Local Union may propose that a site be considered remote or an existing remote worksite be changed.

**4. Hazard and Environmental Differential Pay:** Hazard pay and environmental differential pay will be authorized and paid in accordance with appropriate regulations [5 CFR 532.511](#); [5 CFR 532, Subpart E, Appendix for Federal Wage System Employees](#); [5 CFR 550, Subpart I for General Schedule Employees](#); and [Forest Service Handbook 6109.11, Pay Administration, Attendance and Leave Handbook](#). Some environmental differentials are payable only if protective facilities, devices, or clothing have not practically eliminated the hazard. In accordance with OPM guidelines, new hazard or environmental differential percentages for existing environmental categories or new categories of environmental differential pay, may be negotiated nationally and submitted to OPM for approval.

## **5. Compensatory Time:**

a. Compensatory time off is time off from regularly scheduled work in lieu of overtime pay for irregular or occasional overtime hours previously worked. Compensatory time may not be granted in lieu of regularly scheduled overtime that is established in a tour of duty, regardless of whether the overtime is scheduled within the 40-hour basic workweek or outside the 40-hour basic workweek, unless the employee is using a flexible work schedule as defined in [Article 18.2.b\(1\)](#).

b. Eligibility:

(1) General Schedule (GS) employees whose basic rate of pay is equal to or less than the maximum rate of a GS-10 may request compensatory time off in lieu of overtime payment.

(2) Only employees exempt from the [Fair Labor Standards Act \(FLSA\)](#) whose rate of pay exceeds the maximum rate of grade GS-10 may be required to take compensatory time off in lieu of receiving overtime payment.

(3) For an employee to receive compensatory time off in lieu of paid overtime, the employee must request it in writing.

## **6. Standby:**

a. An employee will be considered on duty and time spent on Standby Duty shall be considered hours of work if the employee (Reference [5 CFR 550.112\(k\) and \(l\)](#) and [5 CFR 551.431\(a\)](#)):

(1) Is restricted to his or her living quarters or designated post of duty,

(2) Has his or her activities substantially limited, and

(3) Is required to remain in a state of readiness to perform work, OR

(4) Is required to leave a telephone number or to carry an electronic device for the purpose of being contacted, is required to remain within a reasonable callback radius, and will be held accountable for responding.

Note: Time spent at individual's personal residence preparing to depart on a fire assignment is not compensable.

b. Employees who are involuntarily placed on standby, regardless of the methods Management uses to restrict use of personal time and to maintain their readiness for work (e.g., beepers, cell phones), will be compensated in accordance with applicable Federal pay regulations. Employees who voluntarily restrict their activities and/or use electronic communication devices to be available for duty after work hours are not on standby. The Local Parties may further negotiate matters concerning scheduling, rotation, and hardships.

7. **Travel Pay:** Employees shall be compensated for travel time as authorized under [5 CFR 551](#), [FLSA](#), and Federal regulations. Normally, employees will not be expected to travel without being eligible for compensation. However, if the employee is expected to travel on Government business without entitlement to compensation, he or she will be notified in advance and provided the reason(s).

## ARTICLE 20

### LEAVE

#### 1. Annual Leave:

a. Annual leave is a benefit and accrues automatically. However, supervisors approve when the leave may be taken. This decision is made after considering the needs of the Forest Service and the employee's request. Annual leave requests shall be approved except for legitimate job-related reasons. Annual leave should be requested and approved as far in advance as practical. Procedures for scheduling annual leave are subject to negotiation at the local level.

b. An employee whose personal, religious beliefs require the abstention from work during limited periods of time will be granted annual leave (or credit hours, compensatory time off, leave without pay) upon request for such periods, unless the presence of the employee is necessary for efficient operation of the workplace. The employee may elect instead to engage in overtime work for time lost for meeting those religious requirements. Such overtime is not paid at overtime rates. With Management's approval, any employee who so requests such overtime work may be granted compensatory time off from his or her scheduled tour of duty for such religious reasons, in accordance with [U.S. Office of Personnel Management](#) regulations.

c. An employee will be granted annual leave or leave without pay (or credit hours, compensatory time off) if requested in case of death of a family member. A limited amount of sick leave may also be used (See Section 2.c. below). Management will make every effort to grant annual leave or leave without pay in case of death of other relatives or friends.

## 2. Sick Leave:

- a. Earned sick leave may be used for medical appointments and for illness of the employee. An explanatory note by the employee when a physician's services were not required will be accepted unless the employee is under valid sick leave restriction or there is a reasonable suspicion of abuse. Advanced sick leave may be approved for serious illness or disability per [Forest Service Handbook \(FSH\) 6109.11, chapter 30](#).
- b. If there is reasonable indication that sick leave is being abused, the employee shall be informed in writing, including special provisions for future leave approval and his or her right to grieve. Abuse of sick leave is not necessarily related to the frequency of sick leave. In cases of suspected leave abuse, the employee may be required to provide a medical certificate. See [Title 5, Code of Federal Regulations, Section 630.201 \(5 CFR 630.201\)](#).
- c. Sick leave will also be granted when the employee provides care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment. The amount of sick leave that can be used is limited by law and regulation ([5 CFR 630.401](#)) and the [Family Medical Leave Act \(5 CFR 630.1201-1211\)](#).
- d. Sick leave can also be used to make arrangements necessitated by the death of a family member or attend the funeral of a family member. The amount of sick leave that can be used is limited by law and regulation ([5 CFR 630.401](#)).
- e. The use of sick leave is appropriate when the employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease.
- f. Employees may use sick leave when they must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
- g. In addition to sick or annual leave, employees may be granted, in a calendar year, up to 7 days of administrative leave to serve as a bone-marrow donor or up to 30 days of administrative leave to serve as an organ donor.
- h. For sick leave, the definition of family member means the following relatives of the employee:
  - (1) Spouse, and parents thereof.
  - (2) Children, including adopted children and spouses thereof.

(3) Parents.

(4) Brothers and sisters, and spouses thereof.

(5) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

**3. Maternity and Paternity Leave (also see Section 4, [Family and Medical Leave](#)):**

a. An absence covering pregnancy and confinement is to be treated like any other medically certified temporary disability. The granting of leave for maternity/paternity reasons may be a combination of as many as three separate kinds of leave: sick leave, annual leave, and leave without pay. The same leave policies, regulations, and procedures will be applied, including the guidelines on advancing leave, as are applicable to requests for leave generally. An employee may use sick leave only for periods of sickness and other incapacitation or for purposes related to the adoption of a child. An employee may use annual leave or leave without pay to care for a healthy newborn or newly adopted child.

b. An employee should make known his or her intent to request leave for maternity/paternity reasons as soon as practical, including approximate dates, to allow the unit to make necessary staffing adjustments. The maternal employee should consult her health care provider regarding any working conditions which she or her supervisor perceives as potentially harmful. The employee should also inform her supervisor of her plans regarding return to work.

c. A pregnant employee will be allowed to work as long as she and her health care provider feel is wise, prior to delivery of the child. Management will make a reasonable effort to adjust working conditions when necessary. Continued employment will be ensured in the same or like position for an employee who wishes to return to work, unless termination is otherwise required by termination of appointment, reduction-in-force, or other unrelated reason. A request for paternity leave should be considered under the general guidelines under the Family and Medical Leave Act and/or annual and sick leave regulations (See [5 CFR 630](#) and [FSH 6109.11 Chapter 30](#)).

d. Parents may request “work at home” or “child at work” arrangements in lieu of or in addition to Subsections a. and b. above for up to 1 year.

e. This section also applies to adopting parents.

#### **4. Family and Medical Leave:**

a. By reference, the provisions of the [Family and Medical Leave Act](#) and the policies of its implementing regulations are incorporated into this Agreement. Key components of the Act are contained in Section 2, Sick Leave, and this section.

b. Eligible employees are entitled to a total of 12 administrative workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- (1) The birth of a child or children of the employee and the care of such children.
- (2) The placement of a child with the employee for adoption or foster care.
- (3) The care of a spouse, child, or parent of the employee, if such spouse, child, or parent has a serious health condition.
- (4) A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

c. An employee may elect to substitute paid time off for any or all of the period of leave taken as provided for in [5 CFR 630.1205](#).

#### **5. Military Leave:**

a. Military leave will be granted to employees who are members of the National Guard or Reserves in accordance with [Title 5, United States Code, Section 6323](#). Such employees who are full-time Federal civilian employees whose appointments are not limited to 1 year will be granted 120 hours of military leave per fiscal year. Military leave is prorated for part-time career employees and employees on uncommon tours of duty. Employees with temporary appointments that do not exceed 1 year or with intermittent work schedules are not entitled to military leave. Military leave can be used for active duty or training. Unused military leave may be carried over to the following fiscal year but may never exceed 240 hours in any single fiscal year.

b. If an employee is called on duty as a member of the National Guard or the Reserves and has used all his or her military leave, he or she may be granted leave without pay upon request or may be granted annual leave if he or she desires. Use of alternate work schedule for military duty may be negotiated at the appropriate level.

## **6. Excused Absence:**

a. Excused absences may be granted to employees for participation in activities in accordance with agency regulations or subordinate agreements.

b. Excused absences may also be granted when the activity shuts down due to circumstances beyond Management's control for short periods of time. Instances involving severe snowstorms, floods, excessive heat, lack of heat or electricity, breakdown of equipment, and similar events may be covered by this type of absence. Procedures for implementing hazardous weather or other group dismissal policies will be negotiated upon request by the Local Union.

c. Supervisors have the option to excuse infrequent absences and tardiness of less than an hour on the part of the employees. Each case shall be considered on its merits.

d. Employees may be excused for the time needed to attend the local (normal commuting area) funeral services of a fellow employee.

**7. Care Center Visitations:** Annual leave or leave without pay will be approved to allow a parent or guardian the opportunity to visit and analyze the day-care, classroom, or elderly-care facility of a dependent. The amount of leave authorized will be appropriate to the situation.

## **8. Leave Without Pay:**

a. Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave without pay upon request, except for legitimate job-related reasons. Employees may also be granted leave without pay upon request if they have leave to their credit, but, for valid reasons, choose not to take it.

b. Leave without pay shall be granted upon request to disabled veterans needing medical treatment, examination, or absence from duty in connection with their disability, and to reservists and National Guard personnel for military duties.

c. Leave without pay may also be granted on an extended basis:

(1) For educational purposes.

(2) While awaiting action on a retirement.

(3) While awaiting action on an [Office of Workers' Compensation Programs](#) claim.

d. Granting advanced sick leave or advanced annual leave in lieu of leave without pay will be examined in each individual case and may be granted in accordance with [FSH 6109.11, Chapter 30](#).

**9. Court Leave:**

a. Employees who are called for jury duty shall notify the agency as early as possible and will be granted court leave. Employees will submit jury duty pay to the Forest Service, except the employee may retain payment received for expenses.

b. Employees summoned to appear in a nonofficial capacity as witnesses in judicial proceedings involving the U.S. Government, the Government of the District of Columbia, or a State or local government on behalf of a Party are authorized to receive pay without charge to leave. Absences for employees summoned in cases involving only private Parties may be covered by appropriate leave.

**10. Holiday Leave:** In areas where 7 days a week staffing is necessary, scheduling the use of holiday leave shall be fair and equitable. The procedures used are a matter for local negotiations.

**ARTICLE 21**

**ACTIONS BASED ON UNACCEPTABLE PERFORMANCE**

1. Consistent with [Chapter 43 of Title 5 of the United States Code](#), action for unacceptable performance will be handled in the following manner:

a. Performance Improvement Period: Prior to initiating an action to remove or downgrade an employee, the employee must be given in writing:

(1) Notice of unacceptable performance in one or more critical elements of the employee's performance standards and at least 60 days to bring performance to an acceptable level. During the improvement period, the employee will be given the opportunity to work on those portions of the job that are unacceptable, but not to the exclusion of other work assignments. A longer period may be warranted depending on the nature of the employee's position and the performance deficiency involved. The supervisor will ensure that the employee receives adequate worktime in order to improve the area that has been declared unacceptable.

(2) Information as to how the supervisor will assist the employee in that effort.

(3) Information as to what the employee must do to bring performance to acceptable level in that period.

- (4) A reevaluation of the employee's performance biweekly for the period.
- (5) The specific timeframe that the improvement period will be in effect.
- (6) Normally within 14 days after the end of the performance improvement period, the employee will be notified in writing whether the employee's performance is at least at the minimally acceptable or unacceptable level.
- (7) If the determination is that the employee's performance is unacceptable, Management may reassign the employee upon written notice that includes a statement of grievance rights or, as set forth in Subsections b and c below, propose to remove or demote the employee.

b. Notice of Proposed Action: An employee whose reduction-in-grade or removal is proposed is entitled to at least 30 days advance written notice that informs the employee of:

- (1) The nature of the proposed action.
- (2) The specific instances of unacceptable performance by the employee on which the proposed action is based.
- (3) The critical elements of the employee's position involved in each instance of unacceptable performance.
- (4) The time to reply.
- (5) The right to be represented by a National Federation of Federal Employees (NFFE) representative, an attorney, or other representative.
- (6) The right to make an oral and/or written reply and to receive a written decision with appeal rights.

c. Decision: After full consideration of the case, where warranted, Management will remove or demote the employee. The decision will be concurred with by an official who is in a higher position than the official who proposed the action.

2. The decision letter to an employee stating that action under this article will be taken will inform the employee of the option to appeal the action to the [Merit Systems Protection Board \(MSPB\)](#) or through the negotiated grievance procedure, but not both, and will inform the employee that he or she will be deemed to have exercised his or her option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable [MSPB](#) procedures. The decision letter shall include the time limits (number of days) to appeal under the negotiated grievance procedure and the [MSPB](#) appeals procedure.

3. If the employee is the subject of an action based on unacceptable performance related to a disability, and the employee is eligible, files for disability retirement, and Management recommends approval, the Forest Service will delay the action to allow a determination to be made concerning the disability retirement. When an application for disability retirement of an employee is approved, the employee, at his or her option, may use any available sick leave.
4. The effective date of the action will be stayed 5 days from the date of the decision letter.

## ARTICLE 22

### DISCIPLINE AND ADVERSE ACTIONS

#### 1. General:

- a. Management and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential performance or conduct situations that could lead to disciplinary action.
- b. When Management becomes aware of misconduct by an employee, the employee will be contacted as soon as practical and instructed to discontinue the misconduct.
- c. When disciplinary action is initiated, it will be within a reasonable time period after the incident in question, or after Management knew or reasonably should have known of the incident.
- d. Management will not allow instances of misconduct to continue solely for the purpose of increasing the severity of a potential penalty.
- e. The Union and Management agree that the objectives of disciplinary measures are to correct employee behavior and to prevent the recurrence of misconduct.

#### 2. Alternative Discipline:

- a. In accordance with the provisions of [Chapter 751, Subchapter 4, of the Department Personnel Manual](#), the Forest Service encourages the use of alternative discipline whenever appropriate. Alternative discipline provides an opportunity to better manage caseloads, reduce administrative costs, and rehabilitate employees for productive Government service.

b. Alternative discipline agreements will promote the efficiency of the service and may contain nontraditional penalties such as community service, donation of annual leave to the leave transfer program, use of leave-without-pay instead of suspensions, or combinations of these or other agreed-to alternatives.

c. The option to enter into an alternative discipline agreement is voluntary on the part of the employee. When offered an alternative discipline agreement, the employee will be informed in writing that they may discuss the alternative discipline agreement with a Union representative before signing.

d. In cases where the appropriate penalty is removal, alternative discipline may not be used. However, a proposed removal that is mitigated at the decision stage may be a candidate for alternative discipline.

### **3. Traditional Discipline:**

a. Discipline is defined for the purposes of this article as any action taken against an employee that results in a letter of reprimand, suspension without pay, reduction-in-pay or -grade, or removal from the Forest Service, except for performance actions taken under [Article 21](#) of this Agreement.

b. Disciplinary actions against employees must be based on just cause, consistent with applicable laws and regulations, and fair and equitable.

c. Management should consider the following relevant factors in setting penalties for major adverse actions listed in Section 5.d:

(1) The nature and seriousness of the offense and its relation to the employee's position and responsibilities, including whether the offense was intentional or technical or inadvertent or was committed maliciously or for gain, or was frequently repeated.

(2) The employee's job level and type of equipment, including fiduciary role, contacts with the public, and prominence of the position.

(3) The employee's past disciplinary record.

(4) The employee's past work record, including length of service, performance on the job, ability to get along with Federal workers, and dependability.

(5) The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties.

(6) The consistency of the penalty with those imposed upon other employees for the same or similar offenses.

- (7) The consistency of the penalty with the [Penalty Guide](#).
- (8) The notoriety of the offense or its impact upon the reputation of the agency.
- (9) The clarity with which the employee was put on notice of any rules that were violated in the committing of the offense or had been warned about the conduct in question.
- (10) The potential for the employee's rehabilitation.
- (11) Any mitigating circumstances surrounding the offense such as unusual job tensions; personality problems; mental impairment; or harassment, bad faith, malice, or provocation on the part of others involved in the matter.
- (12) The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

#### **4. Inquiry:**

- a. Prior to issuing a letter of reprimand or a notice of proposed disciplinary action, the official issuing the letter or notice, or his or her designee, shall undertake a preliminary inquiry to obtain pertinent facts relating to the disciplinary situation. The inquiry, where appropriate, will include a discussion with the affected employee.
  - b. During the course of an inquiry or an investigation, the affected employee(s) or Union may inquire about the status at any time. Management will promptly respond to these inquiries.
  - c. The employee may, in accordance with [Article 4.2.b.](#), be represented by the Union. Employees of the unit are entitled to Union representation at all discussions and upon request must be given an opportunity to secure a representative. If involved in a discussion with Management or an agency investigator, the employee may terminate the discussion and be allowed adequate time to secure a representative. Once Management has been notified that the Union is representing the employee(s) in reference to a specific matter, Management will notify the representative of any additional meetings with the employee(s) relevant to that matter. This notification will allow reasonable time for the representative to attend the meeting(s).
- A copy of any correspondence to the employee from Management will be sent to the Union representative at the same time as it is sent to the employee.
- d. When an investigation is conducted for matters involving illegal activity, which could result in charges of felonies or misdemeanors, the conditions in Sections 1(b), 1(c), and 4(b) do not apply.

## 5. Procedures:

### a. Letter(s) of Reprimand:

(1) Letter(s) of reprimand will be clearly titled and sufficiently specific to indicate why the letter is being issued and what the employee can do to improve or take needed corrective action. The employee will be advised of his or her grievance rights. The letter will advise the employee that the reprimand will be retained in the Official Personnel Folder (OPF) for a period of 1 year. At the time it is removed from the OPF, it will be returned to the employee in a confidential manner.

(2) Employees will be made aware in the letter of reprimand that another copy will be retained in the agency's official disciplinary case file in accordance with the [Records Management Handbook](#). Employees will be afforded access to any closed disciplinary files pertaining to the employee.

### b. Provisions common to all disciplinary cases taken under [Title 5 Code of Federal Regulations, Part 752 \(5 CFR 752\)](#):

(1) In the event an employee is issued a notice of proposed disciplinary action, that employee must be afforded and made aware of all the rights and privileges due him or her and shall be given the opportunity to review the evidence that supports the charges.

(2) The employee and/or representative will be granted a reasonable amount of official time to prepare an answer to any proposal. Arrangements for use of such time will be made in accordance with the provisions of Articles [4](#) and [5](#).

(3) Time limits for the employee's response may be extended upon written request.

c. Suspension of 14 days or less: In addition to Section 5.b. above, the following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment or who has completed 1 year of current continuous employment in the same or similar positions under other than a temporary appointment limited to 1 year or less. Such an employee is entitled to:

(1) At least 7 days advanced written notice stating the specific reasons for the proposed suspension.

(2) A reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.

(3) Representation by a National Federation of Federal Employees (NFFE) representative, an attorney, or another representative.

(4) A written decision and the specific reasons, therefore, at the earliest practicable date.

(5) The opportunity to grieve the decision, if adverse, through the negotiated grievance procedure contained in [Article 9](#). The written decision shall advise the employee of this right. If the employee chooses to use the negotiated grievance procedure, he or she must represent himself or herself or be represented by the Union.

d. Removal, suspension for more than 14 days, furlough without pay for 30 days or less, or reduction-in-pay or -grade: In addition to Section 5.b. above, the following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment, or who has completed 1 year of current continuous employment under other than a temporary appointment limited to 1 year or less; and a preference eligible in the excepted service who has completed 1 year of current continuous service in the same or similar positions. Such an employee is entitled to:

(1) At least 30 days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action.

(2) A reasonable time, never less than 7 days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.

(3) A NFFE representative or an attorney or another representative.

(4) A written decision and the specific reasons, therefore, at the earliest practicable date.

(5) The decision letter informing the employee of his or her option to appeal the action to the [Merit Systems Protection Board \(MSPB\)](#) or through the negotiated grievance procedure, but not both, and informing the employee that he or she will be deemed to have exercised his or her option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable [MSPB](#) procedure.

## **6. Action by the Deciding Official:**

a. After carefully considering the evidence and the employee's response, if any, including any mitigating factors, the deciding official shall decide:

- (1) To withdraw the proposed action.
- (2) To institute a lesser action.
- (3) To institute the proposed action.

**7. Stay of Action:** The effective date of suspension actions will be stayed 10 days from the date of the decision letter.

**8. Debt Collections:**

a. In matters involving both possible disciplinary action and fiscal liability for which a Bill for Collection may be issued, any disciplinary action will be decided prior to issuance of the Bill for Collection. If fiscal liability is pending, the letter proposing disciplinary action will so state.

b. In cases involving gross negligence, the letter proposing disciplinary action will contain notification explaining the reasons, charges of negligence determination, subsequent discipline, and the right to Union representation.

c. A Notice of Intent to Offset Salary and a Bill for Collection establishing the dollar amount of the liability will be issued to the employee 30 days in advance of collection action being initiated. The Notice of Intent will inform the employee of the nature and amount of the indebtedness; the intention of the Forest Service to collect the debt through deductions from pay; the amount of installments for repayment, if any; and an explanation of the rights of the employee under [Title 5 of the United States Code, Section 5514](#) as to the right to file a waiver, the right to a hearing on the existence and amount of the debt, and that a timely filing of a petition for hearing will stay the collection proceedings. This constitutes the employee's grievance/appeals procedures.

d. Notwithstanding the terms of this section, the issuance of a Bill for Collection will not be delayed if the delay would jeopardize the ability of the Government to collect any monies due it.

e. The Forest Service will consider waiving collection of employee debts in accordance with [4 CFR 104.3](#) and the regulations governing overpayment of pay based on fairness and equity.

**9. Termination of Probationary/Trial Employees:**

a. The Parties recognize that the probationary/trial period is an extension of the examining process.

b. Terminations of probationary/trial employees for conduct or performance reasons will take place only when reasonable doubt exists as to the appropriateness of continued employment. Employees will have an opportunity to demonstrate their performance and conduct for continued employment to the fullest extent possible during their probationary period. If a decision is made to terminate an employee during the probationary period, a written notice will be issued to the employee containing the reasons for the action and its effective date. The reasons will include any agency conclusions on performance and/or conduct deficiencies.

c. Discipline of probationary/trial employees will follow the same procedure, above, except the employee will be advised in writing of his or her right to grieve the decision, according to [Article 9](#).

#### **10. Termination and Discipline of Temporary Employees:**

a. The provisions of this section do not apply to termination due to lack of work, funds, or expiration of appointment.

b. If performance is not satisfactory, the employee will be notified, in writing, of the reasons he or she will be terminated within 5 working days unless he or she brings his or her performance up to a satisfactory level.

c. Notice of termination for misconduct will be issued at least 1 working day in advance, except for cases where the employee is being terminated for a crime for which imprisonment could be imposed or in cases where the employee is guilty of substance abuse or is a threat to others. If the termination will also result in loss of rehire eligibility, a statement to that effect will be included in the termination notice.

d. A notice of termination or discipline will be provided to the employee in writing and will contain the reasons for the action, including notice of loss of rehire eligibility, and will also advise the employee of his or her applicable reconsideration rights for termination or grievance rights for discipline.

**11. Cautionary Situations:** Letters of warning (any letter that addresses a performance or conduct problem with the exception of Letters of Reprimand) will state the specific reasons that gave rise to the letter and will include the employee's grievance rights. A letter of warning can be retained by the initiating supervisor in a confidential nonpermanent file and/or in the Human Resources Staff. Letters of warning will remain in effect for a period not to exceed 1 year and may be withdrawn earlier at the election of the supervisor. The original shall be given to the employee to whom it is directed.

## ARTICLE 23

### PERMANENT SEASONAL EMPLOYMENT

1. Seasonal employment, which is fully defined and described in [Title 5 Code of Federal Regulations Part 340, Subpart D \(5 CFR 340, Subpart D\)](#) means annually recurring periods of work of less than 12 months each year. Seasonal employees are permanent employees who are placed in non-duty/non-pay status and recalled to duty in accordance with pre-established conditions of employment.

2. Annually, prior to reporting for duty, an employment agreement must be executed between the Forest Service and the seasonal employee. Seasonal employees will be given the opportunity to understand the terms and conditions of the employment agreement. The employee and Management must sign and date the agreement. Management will provide the employee with a copy. There will be no change in any terms of employment without notifying the employee and the Union. Upon request, the Local Union will be provided copies of the employee's employment agreement. The employment agreement format and the items to be included are negotiable at the lowest appropriate level. However, at a minimum, the agreement must inform the employee:

- a. That he or she is subject to periodic release and recall as a condition of employment.
- b. The minimum and maximum period the employee can expect to work.
- c. The basis on which release and recall procedures will be affected.
- d. The benefits to which the employee will be entitled while in a non-pay status.

3. Agencies determine the length of the season, subject to the condition that it be clearly tied to nature of the work. The season (including the beginning and ending dates) must be defined as closely as practicable so that an employee will have a reasonably clear idea of how much work he or she can expect during the year. By mutual agreement, an employee can work outside of the defined work season.

4. When a seasonal employee is called back during his or her non-duty/non-pay status period (e.g., to attend a training session), they will normally be called back in pay status rather than intermittent status. Intermittent is an appointment that is to be used only when the nature of the work is sporadic and unpredictable so that a tour of duty cannot be regularly scheduled in advance.

5. If Management must permanently reduce the number of weeks a seasonal employee works below the minimum guaranteed pay periods per year specified in the employment agreement, the employee will be informed in writing and given the opportunity to grieve, including the right to Union representation, if the employee believes the reason for the permanent reduction is arbitrary and capricious.

If a reduction in the minimum guaranteed pay periods per year will only be for the current year, this temporary reduction is subject to the procedures as identified in [5 CFR 340.402](#).

6. Seasonal employees serving under career appointment may move to other positions in the same way as other regular career employees ([5 CFR 340.402](#)).

7. Seasonal employment may not be used as a substitute for full-time employment or as a buffer for the full-time workforce ([5 CFR 340.402](#)).

## **ARTICLE 24**

### **TEMPORARY/TERM EMPLOYEES**

1. The provisions of this article do not apply to termination or expiration of appointment due to lack of work or a lack of funds. When a temporary employee is hired, he or she will be provided appropriate information on rehire eligibility. Rehire eligibility is eligibility for a noncompetitive appointment. The determination to appoint rehire eligibles will be made by Management according to the qualifications and suitability required by the positions.

2. Temporary employees, who have been selected competitively and successfully completed their tour of duty, will be eligible for rehire the next season without further competition in accordance with the provisions of the applicable authority. Rehire eligibility will remain in effect for up to 3 years from the date of separation from the appointment on which eligibility is based.

3. Each employing office will have a list of temporary employees available and eligible for rehire or extension of appointment, which will be used in planning next season's recruitment.

4. Those temporary employees not covered by the Performance Management System (PMS) ([Article 15](#) and [Title 5, Code of Federal Regulations, Part 430 \(5 CFR 430\)](#)) with at least successful performance, whether documented or not on a performance rating, will be eligible for performance awards per [Article 17](#).

**5.** When the Forest Service rehires a temporary employee, the employee may be rehired to any position with the same series, grade, and qualification requirements as the original appointment and on the same major subdivision. A major subdivision is defined as forest, regional office, station, Northeastern Area Office, Job Corps Center, or Washington Office for both position limitations and employee rehire eligibility. Employees will be given a copy of the SF-50 to document the rehire action. If an organizational structure is established that does not fit into the categories listed above, the Parties, at the appropriate level, may negotiate a different definition for major subdivision. If the Parties fail to reach agreement on a definition, the issue will be decided by the National Parties.

**6.** The Forest Service will observe the time limitations for temporary employment in positions and successor positions. Successor positions for temporary positions are as defined in [5 CFR 316.401\(c\)](#). When considering whether a position may be refilled or not, the time limits in the regulations apply to the same or successor positions in the same major subdivision and in the same commuting area. Commuting areas may be defined on a Washington Office/region/station/Area/administrative unit-wide basis or locally. The commuting area definition must be reasonable considering the commuting patterns of current employees on the unit, typical weather and road conditions, typical applicant pools, and/or areas of consideration for advertisement.

**7.** Where required by [Article 15](#), Management will provide the employee a performance appraisal at least 7 days prior to termination and will discuss whether the rating will affect chances of rehire. In conjunction with the appraisal, the employee will be advised of his or her right to grieve the rating. For notices of termination for misconduct, refer to [Article 22.10](#).

**8.** When filling permanent positions from external sources, the units will give consideration, in accordance with applicable law, to qualified temporary employees who apply for said positions.

**9.** Temporary employees who are interested in rehire will be given the best available information prior to separation concerning their chances of rehire with that unit the following season. This will give them the opportunity to apply for other Forest Service positions for which they have no rehire eligibility and be considered based on their qualifications. The list of temporary employees who have completed a successful season and have expressed an interest in rehire will be provided to the Local Union upon request.

**10.** Temporary and term employees who have an initial appointment of at least 1 year will be advised in writing of any eligibility for the Federal Employees Health Benefit Program.

**11.** Competitive temporary recruitment notices for Bargaining Unit positions will be publicized on the local Unit where the vacancy exists for a minimum of 7 working days prior to closing date. These may be in an abbreviated format stating title, series, grade, length of appointment, duty station, and opening and closing dates.

**12.** Separation or Reduction-in-Grade:

a. In addition to the rights set forth in [Article 22](#), temporary employees may seek reconsideration of the separation or reduction-in-grade based upon misconduct or poor performance by submitting the request in writing to the Forest Supervisor or other appropriate impartial official.

b. The request for reconsideration shall be submitted within 5 days after the effective date of the action. The appropriate Management official shall provide a copy of the request to the Union within 2 days of receipt.

c. Upon the employee's request, a meeting shall be convened to consider information provided by the employee in support of his or her reconsideration request. The appropriate official will reconsider the action and reply to the employee within 7 days of receipt of the reconsideration request or meeting, whichever is later. This decision will be final. The employee shall have the right to Union representation throughout this procedure.

d. The reviewing official will order appropriate remedial action if the adverse action was unwarranted. Participants in this process will be granted reasonable official time.

e. This procedure shall be null and void should a change in law occur that will allow temporary employees use of negotiated grievance procedures.

**ARTICLE 25**

**EQUAL EMPLOYMENT OPPORTUNITY**

**1. Equal Opportunity:**

a. Management and the Union will cooperate in providing equal opportunity for employment, training, and promotion and will not discriminate because of age, race, gender, religion, color, national origin, sexual orientation, marital or familial status, disability, lawful political affiliation, or other non-merit factors. The Parties agree to cooperate in providing equal opportunity for all employees in the implementation of Forest Service and Union programs.

b. Each Party agrees to advise the other of equal opportunity problems of which they are aware. The Parties will jointly seek solutions to such problems.

**2. Civil Rights Committees:** At least one member of Civil Rights Committees will be a Union representative. On line units where such committees are not functioning, the Union will be afforded the opportunity for pre-decisional involvement in dealing with Equal Employment Opportunity (EEO) issues likely to affect Bargaining Unit employees. Use of Partnership Councils for this purpose is encouraged.

**3.** Washington Office Civil Rights Employee Complaint Program counselors contact information will be posted at all duty locations and kept current.

**4.** Employees actively contributing to the advancement of EEO practices may be recognized for their actions. The Union may nominate such persons for recognition. See [Article 17](#).

**5.** The Union at the appropriate level will be given an opportunity to become pre-decisionally involved in the development of and/or negotiate on new or revised EEO/ Affirmative Employment Plans, as appropriate.

**6.** In the context of EEO complaint resolution or ordered relief from third-party proceedings, Management acknowledges its obligations under pertinent labor and civil rights laws and regulations, when such actions will affect conditions of employment for Bargaining Unit employees. Such actions include the obligation to provide notice and negotiate as appropriate under [Article 11](#).

**7. Workforce Diversity:** The Union and Management support the goal of becoming a multicultural organization with a diverse workforce.

## ARTICLE 26

### EMPLOYEE ASSISTANCE PROGRAM

#### 1. General:

a. The Forest Service shall maintain an employee assistance program (formally called CONCERN) meeting the requirements of applicable laws, regulations, and guidelines found in [Public Laws 91-616](#) and [92-255](#). The Union and Management, including local Parties, shall discuss and negotiate any Management-proposed changes or recommendations relative to the program for employees with medical/ behavioral problems. The program will be consistent with the provisions of the [Forest Service Manual 6143](#).

b. Employee participation in the program shall be voluntary, though supervisors have a responsibility to identify poor job performance and refer an employee to this program as corrective action.

c. An employee may bring a Union representative to any discussion in connection with this article.

d. Management will publicize the employee assistance program on official bulletin boards, in orientation of new employees, and in employee assistance program updates in electronic communications (EC) system.

## **2. Policy:**

a. The Parties acknowledge that the employee has the primary responsibility to maintain acceptable performance and for taking any actions or treatment necessary to maintain it. When an employee sincerely seeks treatment in order to maintain or regain acceptable performance or conduct, Management will provide assistance, create an atmosphere of understanding, and attempt to remove the effects of social stigma associated with the problem.

b. Management will attempt to provide employees with the appropriate assistance to overcome problems that contribute to poor performance or conduct.

c. It is a basic function of a supervisor to identify poor job performance and to take corrective action.

d. Management recognizes alcoholism, other drug dependencies, and mental illness as illnesses. Employees who have these illnesses will receive the same careful consideration and respect as employees who have other illnesses. The same consideration will be given to employees who have other personal problems that contribute to poor performance or conduct. Employees who may be impacted by other employees or family members with these illnesses will receive the same careful consideration and respect.

e. Diagnosis and treatment should be accomplished by referral of employees to outside professional treatment and assistance sources.

## **3. Responsibilities and Guidelines:**

a. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining his or her job performance, the supervisor will discuss the apparent difficulties with the employee.

b. If the employee is unable to correct his or her job performance difficulties through his or her own efforts, Management will refer the employee to the Employee Assistance Program.

c. The focus of corrective discussions by supervisors is restricted to the issue of job performance or conduct and the possible job-related consequences.

d. Conduct that has medical aspects, such as conduct that evidences emotional disorder, impaired judgment, or alcohol or drug abuse, will be addressed as medical problems in an effort to provide rehabilitation to the employee. An employee who refuses professional help or is unable to improve his or her performance or conduct with the assistance of a medical rehabilitation program may be subject to disciplinary action or separation.

e. Supervisors shall consider the guidance of the referral sources in establishing reasonable expectations for recovery time of an employee.

f. Participation in the program shall not jeopardize an employee's job security or his or her opportunity to compete for promotion.

g. Sick leave is an appropriate form of leave for treatment or counseling sessions.

h. The program advisor shall maintain an up-to-date listing of community facilities for treatment of medical/behavioral problems. Such listing shall include, when known, the cost of such services and eligibility requirements.

i. In most circumstances, a disciplinary action may be held in abeyance if the employee enters an appropriate rehabilitation program, permits the counselor to report to Management on the employee's attendance in the program, and is making observable progress in conduct and/or performance on the job.

**4. Confidentiality:** Except as required by law ([Title 5 United States Code Section 522a](#)) or regulation ([Title 5 CFR 297.401](#)), medical history records, including those containing behavioral information, will not be disclosed without the employee's written consent. When such information is disclosed without the employee's consent, except to those officers or employees of the U.S. Department of Agriculture who have a need for the record in the performance of his or her duties, the employee will be notified, unless such notification is prohibited by law or regulation. The notification will state the date of disclosure, to whom the information was disclosed, and the nature and purpose of the disclosure.

## ARTICLE 27

### SAFETY AND HEALTH

**1. General:** The Parties mutually agree to cooperate in common efforts to create and maintain a safe and healthy workplace and safe and healthy working habits and conditions to minimize accidents and prevent lost worktime due to illness or injury. A safety and health program will be administered in accordance with [Forest Service Manual \(FSM\) 6700](#) and [Executive Order 12196](#). Employees involved in activities or representation pursuant to this article shall receive official time for such activities.

**2. Workplace Security:** Workplace facilities occupied on a regular basis will have a written workplace security plan developed jointly by the Parties at the local level. Each plan, notwithstanding national direction on workplace security, will be developed to meet local situations but, as a minimum, must address the following:

- a. Occupant emergency plans.
- b. Security of buildings and surrounding areas, such as parking lots.
- c. Workplace violence.

**3. Safety and Health Inspections:** Management will conduct an annual safety and health inspection by qualified personnel of Forest Service facilities that are regularly used. The Union will be notified of safety or health inspections with as much lead time as possible. Where the Union determines that Local Union representatives are either not available or qualified, local Parties may make arrangements regarding who will accompany the inspectors. When the Union participates in the inspection, Management agrees to provide or make available to the Local Union, upon request, appropriate reports of safety inspections, accidents, and of occupational illnesses. In those situations where Local Union officials are unable to attend inspections, Management will send the Union a copy of reports from the inspections. All first aid kits will be part of this inspection and their contents shall be updated to published agency standards.

**4. Local Safety and Health Programs:** The local Parties may agree through negotiations to establish safety and health programs, such as:

- a. Health services.
- b. Preventive medicine, wellness programs.
- c. Smoking policies.

## **5. Safety and Health Committees:**

a. The local Parties may establish, through negotiations, local Safety and Health Committees to review local health and safety programs and formulate recommendations regarding ongoing problems and useful improvements. The following arrangements shall be negotiated:

- (1) Size and composition of the committee, including Union representation.
- (2) Frequency and scheduling of committee meetings.
- (3) Selection of committee chair (by rotation, election, or appointment).
- (4) Publicizing of meetings and distribution or posting of agendas.

b. Further details may be negotiated by the local Parties.

## **6. Health and Safety Policies:**

a. Management will provide safe and sanitary working conditions and equipment, in consonance with standards promulgated under the [Occupational Safety and Health Act of 1970 \(OSHA\)](#). In consonance with [Chapter XVII, Title 29, Department of Labor Rules and Regulations](#), Management shall post notices informing employees of the protections and obligations provided for in the [OSHA](#).

b. The Parties at the national level agree to meet annually to review a safety and health program and to make recommendations. This meeting may be combined with another national meeting as appropriate. Management agrees to provide the Union, on a case-by-case request, with available, relevant agency information on safety and health, insofar as is compatible with the [Privacy Act](#).

7. Management agrees to provide any special and/or unusual safety equipment or supplies (such as personal protective clothing or equipment and devices) necessary as identified in an approved job hazard analysis or [Table 3.3 of Forest Service Handbook \(FSH\) 6709.11](#). The Union may negotiate at the local level the type of safety equipment and safety supplies defined as a result of the job hazard analysis. A job hazard analysis will be reviewed at least annually. The job hazard analysis will be jointly reviewed by the employee and supervisor as part of the job hazard analysis process. The job hazard analysis shall be recorded on [Forest Service form, FS-6700-7](#). Management will provide a copy to the employee and/or the Local Union upon request.

8. Management agrees to provide adequate sanitary facilities, water, and indoor environmental conditions (including lighting; heating; relative humidity; ventilation; air quality; and absence of pests, airborne pathogens, and irritants) in work areas in accordance with laws and regulations (e.g., [OSHA](#)). If it is determined that sanitary

facilities, water, indoor environmental conditions, and/or space are not adequate to protect the health and safety of an employee in any work area, corrective action will be taken to the extent feasible. In facilities not controlled by the Forest Service, such corrective action will be requested.

**9.** Management will, to the extent feasible, eliminate identified safety and health hazards. Whenever such conditions cannot be readily abated, Management shall inform the Union and the Parties shall arrange a timetable for abatement, including a schedule of interim steps to protect employees. Arrangements shall include notifications, warnings, relocation of employees, if needed, information to employees exposed to the hazardous conditions, and other steps the Parties may agree are necessary under the circumstance, such as holding informational meetings with affected employees.

**10.** The Parties, in the course of normal duties, shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas that may represent health hazards. The local Parties are encouraged to work together to resolve issues related to employee health and safety as they arise.

**11. Unsafe Working Conditions:**

a. When an employee feels that he or she is subject to conditions so severe that even a short-term exposure to such conditions would be detrimental to health and safety, he or she should report the circumstances to the immediate supervisor. The supervisor shall inspect the work area or substance in question and analyze the situation to ensure that it is safe (or may be safely handled) before requiring the employee to carry out the work assignment. If any doubt regarding the safety of existing conditions is raised by the supervisor, an appraisal shall be obtained from the appropriate Management official before proceeding. Safety and health specialists may also be consulted by supervisors, employees, or managers in these situations. The Local Union will receive, upon request, a copy of any documentation of the inspection or appraisal of the alleged unsafe working conditions.

b. If the supervisor determines an unsafe or unhealthy circumstance exists and the supervisor cannot readily correct the hazard, the supervisor will take preventive action as specified in Section 9 above. The employee or group of employees who continue to believe that work is being required under conditions that are unsafe or unhealthy beyond the normal hazards inherent in the operations in question have the right to file a grievance. An employee or the Union may request an OSHA inspection at any time.

c. In the absence of immediate access to the supervisor, the employee may suspend his or her work whenever any environmental condition or combination of conditions (including temperature, relative humidity, wind, precipitation, and air quality) become so extreme as to pose an immediate danger to employee health and safety that cannot be readily mitigated by the use of appropriate, approved protective equipment or technology. The employee will then promptly contact the supervisor as appropriate.

**12.** No employee will be required or permitted to handle potentially hazardous materials without the proper training and information as prescribed by Federal law or regulation. As required by laws and regulations (e.g., [OSHA](#)), a chemical exposure monitoring plan will be provided for employees working with hazardous materials that pose a threat of long-term physical damage, including appropriate medical examinations and testing at the agency expense.

**13.** Employees will be made aware of any exposure to hazardous materials when required by the [OSHA Right To Know Regulation](#).

**14.** Management will make every reasonable attempt to ensure that hazardous or poisonous substances are properly marked and stored in accordance with Federal labeling and storage regulations. Upon discovery of noncompliance with Federal labeling and storage regulations, Management will immediately initiate corrective action.

**15. On-The-Job Injury or Illness:** Employees shall report to their supervisor all injuries or occupational illnesses that occur on the job. Management shall expeditiously process and forward to Office of Workers' Compensation Programs ([OWCP](#)) all documentation required that is within the agency's control when an employee sustains an on-the-job injury or contracts an occupational disease. At the employee's request, copies will be sent to his or her doctor, the National Federation of Federal Employees Local, or other personal representative of the employee. Management agrees to provide employees with assistance in processing claims under the [Federal Employees Compensation Act](#).

Where documented medical evidence shows the work environment is contributing to a medical problem, Management will correct identified safety hazards or will make every reasonable effort to place the employee in a suitable environment and/or provide alternate work until the hazard is corrected.

**16. Temporary Accommodation:** When employees are temporarily unable to perform their regularly assigned duties because of documented confirmed illness or injury, but may be capable of returning to or remaining in a duty status, Management may detail such employees to work assignments Management determines to be available and compatible with the employee's physical condition, or temporarily tailor the employee's regularly assigned duties to the physical limitations to the extent Management determines such changes are feasible and warranted.

**17. Video Display Terminals (VDT's):** Continuous operation of VDT's over extended periods of time may cause physical problems. Therefore, VDT operators will be provided periodic breaks away from the terminal during their workday. For example, operators may be provided a diversion in work of at least 10 minutes per hour away from the terminal. Ergonomic furniture and preventive devices will be provided when identified in an approved Job Hazard Safety Analysis. Employees may request a temporary assignment that does not require extended use of the VDT.

**18. Blood Borne Pathogens Program:**

a. Direction and guidance pertaining to this program is contained in [FSH 6709.12](#).

b. Protective equipment: All first aid kits in buildings and vehicles and those issued to employees with "first responder" duties will be readily available and contain at a minimum, the following protective equipment:

- (1) Rubber gloves.
- (2) Face masks.
- (3) Eye protection.
- (4) Cardiac Pulmonary Resuscitation (CPR) clear mouth barrier.
- (5) Contaminated material containers for employees cleaning up campgrounds.

c. Two packets of the standard protective equipment (rubber gloves, face masks, eye protection, and CPR clear mouth barrier) will be a part of the standard first aid kit in all Government vehicles. Management will also endeavor to obtain and place packets of the standard protective equipment in buildings with a significant risk of exposure to contaminated body fluids. The location of protection devices are subject to local negotiations.

d. Blood borne pathogens testing: When an employee believes he or she has been exposed to blood borne pathogens in the line of duty, the employee will be encouraged to take the appropriate test within 10 days and to file the appropriate documentation (e.g., CA-1's and CA-2's). In any location where tests are not free, or where the employee has concerns about free testing clinics, the Forest Service will pay for the tests in accordance with regulations governing payment for employee testing.

e. Vaccinations: The agency will comply with OSHA requirements for employer-provided vaccinations of employees at risk (e.g., Hepatitis-B vaccinations).

f. No employee will be required to perform CPR or to expose themselves to body fluids without the appropriate protective equipment listed above, except at his or her own discretion.

**19. Occupational Health and Safety Training:** Management recognizes the need for training and orientation regarding occupational health and safety, including training on blood borne pathogens, where appropriate, to ensure employee safety and a minimum loss of work time due to injuries. Management will inform all employees of safe working habits and practices appropriate to their job, with special emphasis on orientation of new employees. Additionally, supervisors will instruct employees on safe working habits, practices, and procedures in regard to specific job assignments. The Health and Safety Code Handbook ([FSH 6709.11](#)) will be accessible to all employees.

**20. Law Enforcement:**

a. Employees with law enforcement responsibilities will be properly trained and equipped to accomplish the job, providing for safety to employees and the public in accordance with [FSM 5300](#) . All employees with law enforcement responsibilities will be accorded training commensurate with those responsibilities as called for in [FSM 5300](#).

b. Employees with law enforcement responsibilities will normally be provided with radio contact or other provisions for adequate backup. When the law enforcement officer is in a hazardous situation, the law enforcement officer may temporarily absent himself or herself from the work situation with notification to his or her supervisor in accordance with Section 11 above.

**21. Communications:** Employees will be provided with communication devices when identified as necessary by a Job Hazard Analysis or as otherwise appropriate for the protection of the employee.

**22. Serious Accidents and/or Fatalities:** For serious accidents and/or fatalities to an employee, the following procedure will be followed:

a. No release to the media or public will be made until next of kin has been notified.

b. The Union will be notified as soon as practicable. Management will normally allow a Union representative to serve on the investigative team for investigations other than the Chief's level investigations. The Union will be invited to participate on all Chief's level investigations. A Union official will be invited to observe the accident review board and will be expected to keep all the confidences that the investigation team and review board members must keep. The Union representative will be released in accordance with [Article 5.6](#).

c. OSHA will be notified immediately of any fatal accident.

d. The Union will be provided copies of all reports and investigations related to serious accidents or fatalities upon request after the management review process is complete, normally within 60 days of the incident. If Management denies release, the Union may seek the information through other appropriate means.

**23. Union Safety Representative:** In redeeming the responsibilities of this article, Management will provide OSHA-type training to the individual designated by the Union at the appropriate level. As a minimum, the training will consist of on-the-job training by a qualified Forest Service facilities inspector. When formal OSHA-type training is being offered locally, the Union designee will be included in the training if he or she has not had recent training of this type.

## ARTICLE 28

### FIRE AND OTHER INCIDENTS

**1. General:** Although the following relates primarily to fire incidents, the Parties recognize that many of the following provisions apply to other emergency incidents:

a. The Parties jointly and wholeheartedly are committed to “zero tolerance” of carelessness and unsafe actions and jointly agree to adopt and support the following firefighting code of safe practices:

(1) Safety comes first on every incident, every time.

(2) The 10 standard fire orders are firm. We don’t break them; we don’t bend them.

(3) All responders shall have the right to a safe assignment.

(4) Every firefighter, every fireline supervisor, every fire manager, and every agency administrator has the responsibility to ensure compliance with established safe firefighting practices.

b. The Parties agree that all employees are expected to perform wildfire suppression support as directed within their qualifications and physical capabilities.

#### **2. Union Representation at Incident Camp:**

a. Union officials or their designees have the right to represent Bargaining Unit employees at all incident camps. The Union may designate a sufficient number of representatives to assure up to 24-hour coverage, based on representational need, at any incident camp where Forest Service employees are present.

b. The need for an on-site Union representative(s) will be based upon anticipated or actual representational workload. If the Vice President for the National Forest System Region (Regional Vice President (RVP)) or designee determines a need to send a Union representative(s) to an incident camp, he or she will contact the regional human resources director or designee. They will make arrangements for dispatch of the specified Union representative(s) designated by the RVP or designee to the incident. When a representative is dispatched, dispatch will be through the normal incident dispatch procedures. Initially, one Union representative may be dispatched. Based on anticipated or actual representational workload, additional Union representatives may be dispatched.

c. When a staffing level of 300 individuals on a Forest Service incident or 300 Forest Service employees on other than a Forest Service incident is reached and a camp has been established, the RVP or designee will be notified. Notification to the Union will be within 24 hours after staffing reaches 300. That notification will inform the RVP or designee of the location of the incident and the name of the Incident Commander. The Incident Commander will be notified of the name and contact information of the RVP or designee.

d. If no representative(s) is dispatched to the incident, the RVP's or designee's name and contact information will be conspicuously posted in incident camp(s). If the need arises for an employee to contact the RVP, facilities will be made available to make this contact.

e. Union representative(s) will check in with the Incident Commander or designee on arrival and departure.

f. When a dispute arises from a situation on an incident, the time limit for raising that issue to the appropriate official under [Article 9](#) will not begin to run until the day after the employee returns to his or her official duty station. If the grievant is dispatched to another incident or temporary duty assignment that prevents him or her from preparing and presenting a pre-grievance notification in a timely manner, the time limit will be extended as stated in the first sentence of this paragraph.

**3. Restricted Facilities:** Management will not unduly restrict employees to facilities while in a non-pay status.

**4. Work Schedules:** If it is necessary on the second day of an incident to deviate from an employees' established tour of duty, the first 8-, 9-, or 10-hour tour, as appropriate, shall be used. Incidents involving less than 1 calendar day will not affect an employee's established tour of duty.

## **5. Application of Hazard Pay for Prescribed Burns Including Prescribed Natural Fire:**

a. Employees working on these assignments will be paid hazard pay if the burn goes out of control and is declared a wildfire.

b. For the purposes of this section, the agency with jurisdiction will certify in writing daily that a prescribed natural fire is within its prescription and that adequate resources have been assigned to ensure that each fire will remain within prescription for the next 24 hours, given reasonably foreseeable weather conditions and fire behavior. If these conditions cannot be met, it shall be declared a wildfire.

c. For purposes of this section, a prescribed burn, other than prescribed natural fire, which goes out of control will be declared a wildfire by the agency with jurisdiction when it exceeds prescription parameters and line-holding capability and cannot be returned to prescription with planned resources. For example, spotting activity that is not readily controllable with planned resources will result in the prescribed burn being declared a wildfire.

d. A written burn plan for any prescribed fire will be made available to the Union upon request. This plan may provide additional conditions under which the responsible official may declare a prescribed burn to have become a wildfire.

## **6. Safety And Health:**

a. Work Capacity Test: The Work Capacity Test Program is the process used to facilitate preparation and testing of the employee. In accordance with agency policy and the annual [Work Capacity Test for Wildland Fire Qualifications Implementation Guide](#), each employee involved with or wanting to be involved with fire programs will be required to meet the required fitness standards.

b. Smokejumper Safety:

(1) Safety standards will be clearly written in interim directives and appropriate handbooks and enforced as written.

(2) The Parties recognize that recommended jumping altitudes will vary based on weather, visibility, and other variables. All jumpers will be fully trained in the use of the reserve chute, including a count leading to its deployment.

(3) The minimum content of all smokejumper training related to actual jumping will be predetermined, stated in writing, and covered during training.

c. Rappelling: Safety standards contained in the U.S. Department of Agriculture-U.S. Department of the Interior (USDA-USDI) document entitled [Interagency Helicopter Rappel Guide](#) will be used to train employees involved in the use of this fire suppression technique.

## ARTICLE 29

### GOVERNMENT-FURNISHED QUARTERS

#### 1. Housing Occupancy Policy:

a. Management will assign Government housing or quarters based on Management needs and availability. The assignment of Government housing or quarters is based in the first instance on the need to protect Government property and the need to render service to the public. The local Parties will negotiate, at the Local's request, a housing occupancy policy applicable to local needs and conditions, which may be based on such things as seniority, family size, economic need, or other reasonable criteria. Housing or quarters rules and policies established by the Forest Service where occupancy is required as a condition of employment are negotiable at the local level. Issues related to rules and policies in all housing and quarters (including bunkhouses) may be addressed by Parties at the appropriate levels.

b. Government housing and quarters occupied by employees will be inspected at least annually according to [Article 27](#). Occupant(s) will receive a 10-day notice prior to inspections except when delay would cause immediate damage to employees' and/or Government property. Living quarters shall also be inspected for leaks of flammable fuels or any other safety or sanitation hazards after any period of vacancy or a change in occupancy, immediately prior to reoccupancy by employees. The purpose of inspections is not to inspect Government-furnished housing and quarters for criminal activity.

**2. Searches:** Government housing or quarters used by employees exclusively for residential purposes will not be searched without a search warrant unless the person who exercises dominion or control of a specific area, either individually or in common with others, consents freely and voluntarily, or the warrantless search is permitted by law. Residential areas include bedrooms, living rooms, kitchens, basements, bathrooms, and other areas used solely for habitation. No coercion will be used to obtain permission to search housing or quarters. (This general statement does not modify, add to, or subtract from the settlement agreements regarding searches in *NFFE v. Yeutter*, Case No. 88-3505, United States District Court District of Columbia (USDC DC), and *NFFE V. Madigan*, Case No. 92-0553, USDC DC, which are binding on the Parties.)

**3. Quarters Inventory Survey:** Management will notify the Union when a survey is being done and give the Union a reasonable opportunity to review the collected data and also provide a copy upon request. When the Forest Service conducts a quarters inventory survey that includes an on-site visit, the Union will be given an opportunity to participate. Management will ensure that the Union's comments are considered in any assessments.

**4. Implementation of Revised Rental Rates:**

- a. When rental rates for Government-furnished quarters are revised, they will be implemented in accordance with [U.S. Office of Management and Budget Circular A-45](#).
- b. If the rate increases, the occupant will be furnished a copy of the data element determinations on which the rental rate is based. The employee may grieve any determination under the provisions of [Article 9](#).
- c. If the rate increase exceeds 50 percent of the existing rate, Management will stage implementation to increase the base rental rate quarterly over the course of 1 year.

5. When an employee is working and living in an isolated area with only Forest Service transportation, the employee may transport unopened alcoholic beverages as part of his or her regular groceries, providing alcohol is allowed at the site.

**ARTICLE 30**

**TRAINING**

**1. General:** The Parties recognize the value of a well-trained workforce and the need for a well-planned and conducted training effort. The Parties agree that training efforts are to be aimed at improving job performance, providing for career development, or meeting Forest Service needs as determined by Management. The Parties further mutually agree to encourage employee self-development.

- a. Scheduling: Recognizing the need for flexibility, Management retains the right to schedule and assign employees to training, determine the investment to be made in training, and to select training methods and facilities. Management will endeavor to schedule training so that employees will not have to travel on weekends. For those employees enrolled in work-related classes not scheduled by Management, Management agrees to make a reasonable effort to enable an employee to adjust his or her work schedule if feasible, in order to attend.

b. Records: Management agrees to maintain an electronic database of employee training. Employees are encouraged to provide documentation of all relevant training taken, whether at official expense or at their own expense.

c. Expenses: Management agrees to consider reimbursement of expenses incurred by an employee in attendance at officially approved work-related courses on his or her own time.

d. Use of Equipment: Management agrees to make available to all employees enrolled in approved training courses all reasonable and customary equipment necessary, if available on the premises of the activity at mutually agreeable times during the employee's on-duty and off-duty hours.

## **2. Union-Sponsored Training:**

a. The Parties agree that a bank of hours of official time will be made available to each local Unit each year to enable Union officials to attend Union-sponsored training. The Parties agree that all training will include emphasis on such things as developing statutory and technical knowledge, mediation skills, interest-based negotiation skills, conflict resolution techniques, contract language intent, partnership development, and steward training, as well as like-type sessions that are mutually beneficial to the Parties in promoting effective Labor-Management relations. Agendas for such training will accompany the request for official time provided by this article. Training on internal Union administrative items is not appropriate for official time. A minimum bank of hours will be allocated in the following manner:

(1) Local units with 100 or less Bargaining Unit employees: 120 hours.

(2) Local units with more than 100, but less than 200 Bargaining Unit employees: 160 hours.

(3) Local units with 200, but less than 300 Bargaining Unit employees: 200 hours.

(4) For local units with more than 300 Bargaining Unit employees, an additional 40 hours is allowed for each additional 100 Bargaining Unit employees, or portion thereof.

b. The count date will be made at the beginning of the first full pay period in July of each year. The bank of hours established by this count is available for use during the fiscal year following the count date. This bank of time is exclusive of any official time for training that is provided by some other provision of this Agreement. The Union agrees that training should be distributed among Union officials in an efficient manner and that each official will not normally receive more than 40 hours of training per year. Requests for official time must be submitted in

writing at least 1 week in advance of training to the local line manager or branch chief (for Washington Office officials). The number of hours in a local unit's bank may be increased by mutual agreement of both Parties.

c. A bank of 90 hours per calendar year for contract administration training time will be provided for each officer of the Forest Service Council (FSC). The number of hours may be increased on an individual basis by mutual agreement at the intermediate or national level.

d. Travel expenses and per diem are authorized pursuant to use of this time. Travel will be requested and approved prior to travel. The use of vehicles is authorized in accordance with the provisions of [Article 7](#). Excluded are travel expenses and per diem for State, regional, or national NFFE conventions or FSC conventions and annual meetings even though training may be part of the program. Travel time will not be subtracted from the bank of hours available for this training.

**3. Jointly Sponsored Training:** The Parties see value and share a mutual interest in conducting jointly sponsored training on topics relevant to the efficient and effective administration of the Agreement or to develop a common understanding of the agreement. When the Parties at the appropriate level agree to do jointly sponsored training, they will put their agreement in writing.

## ARTICLE 31

### CHANGES TO ORGANIZATIONS

In order to facilitate predecisional discussion and resolution of issues regarding changes to organizations, Management will inform the Union about proposed changes before a final decision is made. In discussing such information, Management will include plans for identifying any individual positions for abolishment. The appropriate level at which discussions occur depends on the scope of the organizational changes being considered (e.g., local, intermediate, national).

If issues associated with planned changes to organizations are not resolved collaboratively between the Parties, and when Management determines to make a change to the organization, they will notify the Union and negotiate as appropriate.

## ARTICLE 32

### WORKFORCE RESTRUCTURING AND PLACEMENT SYSTEM

#### 1. Pre-Workforce Restructuring and Placement System (Pre-WRAPS) Process:

Prior to use of the WRAPS process, the Parties at the appropriate level may develop and use a noncompetitive placement plan for employees affected by downsizing or changes to the organization. Any plan developed must conform with rules established by the National Parties to ensure general servicewide consistency.

**2. Workforce Restructuring and Placement System (WRAPS):** WRAPS is a system for identifying and placing employees who are affected by the abolishment of encumbered position(s). Placements from the WRAPS involve priority consideration for agency vacancies involving noncompetitive reassignment, repromotion or voluntary change to lower grade, or reduced tour. Affected employees do not receive priority consideration for promotion or reassignment to positions with higher promotion potential than that previously held on a permanent basis. For the purposes of this article, the following terms are defined:

- a. Affected employee: An employee who has been identified as subject to displacement due to the abolishment of a position in his or her same competitive area and competitive level.
- b. Vacancy: A position that Management decides to fill, regardless of whether the agency issues a specific vacancy announcement:
  - (1) Within the commuting area of the affected employee that is of a duration more than 120 days.
  - (2) Outside the commuting area of the affected employee that is not being filled on a time limited basis.
  - (3) Exceptions are listed in [Title 5 Code of Federal Regulations Section 330.606\(d\)](#).
- c. Competitive area: For the purpose of this article, “competitive area” is defined as:
  - (1) Washington Office employees in the Washington, DC, metropolitan area compete within the metropolitan area by Deputy Chief program area or the Chief’s program area, as applicable to their reporting structure.
  - (2) Law Enforcement and Investigations employees located outside the Washington, DC, metropolitan area compete regionwide within Law Enforcement and Investigations.

(3) Job Corps Center employees compete centerwide. Job Corps employees in the Denver field office compete field officewide.

(4) Employees of a regional office compete with other employees of that same regional office who are in the same commuting area.

(5) Employees of a national forest compete with other employees of that same national forest who are in the same commuting area.

(6) Employees of a research station compete with other employees of that same research station who are in the same commuting area.

(7) Employees of the International Institute of Tropical Forestry (IITF) compete with other employees of the institute who are in the same commuting area.

(8) Employees of State and Private Forestry in the Northeastern Area compete with other Northeastern Area employees who are in the same commuting area.

(9) When a position or group of positions is detached from its administrative unit (meaning only the following units: Washington Office, regional office, national forest, station, Northeastern Area, or IITF), employees in those positions will compete with other employees in the same commuting area and same administrative unit.

(10) In nontraditional organizations that do not readily fit any of the descriptions under items (1)-(9) above, either Party at the local or intermediate level will be given the opportunity to negotiate at the intermediate level to establish a competitive area for that nontraditional organization. Any agreement reached at the intermediate level is contingent upon the approval of both Parties at the national level

d. Commuting area: For purposes of defining the commuting area under WRAPS, the same definition will be used as in [Article 35, Section 8.d.](#)

e. Competitive level: The same definition will be used as in [Article 35, Section 8.e.](#)

**3. Identification of Positions to Be Abolished:** For the purposes of this article, positions to be abolished are those encumbered positions that Management has decided to eliminate within the current or next fiscal year for lack of funds, lack of work, or through changes in organization. Decisions will be made through an analysis of workload; an assessment of the projected program of work, including anticipated budgets; and an analysis of the workforce, including the kind of skills, the number of positions with those skills needed, and the locations of those

positions. The Parties agree that such changes will be subject to notification requirements to the Union as articulated elsewhere in this Agreement. Civil Rights Impact Analysis will also be conducted as required by agency regulations.

**4. Employees Subject to Displacement:** When reductions-in-force (RIF) and WRAPS are being conducted simultaneously within a given competitive area, the order of displacement will be in accordance with RIF identification procedures. The RIF identification order will be used to identify who goes on WRAPS for potential placement outside the competitive area. WRAPS will not be used for placements of employees in the competitive area when a RIF is also being conducted in that competitive area unless the vacancy will not be filled through RIF, in which case WRAPS procedures will be used as appropriate. When WRAPS is being conducted alone and more than one employee is covered by the category, preference will be given to employee(s) according to leave service computation date (SCD), most service first in categories (1), (2) and (5) below. Employee(s) in category (6) will be identified according to leave SCD, least service first. Only employees identified in categories (3) through (6) will be registered in the WRAPS database for placement.

a. Order of identification: When one or more positions have been identified for abolishment within the same competitive level and the same competitive area, Management will identify employees subject to displacement in the following order:

(1) Employees who formally decide to retire under optional retirement rules; employees who make a voluntary, irrevocable written decision within 10 days of being notified of Management's decision to abolish a position within their competitive level. Retirement effective dates must be within 75 days of the original notice.

(2) Employees who make a voluntary, irrevocable written decision to resign or who have accepted in writing an offer of employment outside the Forest Service with an effective date within 75 days from the date of notification of the decision to abolish a position(s) in the employee's competitive level. This written election must be received from the employee within 10 days of the Subsection 4.b.(1) notification of Management's decision to abolish a position(s). The timeframe may be shorter or longer as may be mutually agreeable between the employee and Management.

(3) Employees who are under a specific RIF separation notice.

(4) Employees under RIF who are released from the competitive level through demotion.

(5) Employees who make a voluntary, irrevocable decision to be designated as the affected employee.

(6) Other employees in the competitive level.

b. Notifications:

(1) When there are multiple employees in the same competitive area and competitive level, and Management has decided to abolish some but not all of the positions, employees in the affected competitive level and competitive area will be notified by letter. Responses to the notice will be used in the order of identification (Subsection 4.a). The letter will contain or reference:

- (a) The rationale for the abolishment(s).
- (b) The title, series, grade, organizational unit, and duty station of the position(s) to be abolished in the competitive level.
- (c) The number of employees in the competitive level.
- (d) Voluntary options available for employees to retire, resign, be placed outside the Forest Service or be the affected employee to be placed on the WRAPS list.
- (e) National information about voluntary options to retire, resign, be placed outside the Forest Service or be the affected employee to be placed on WRAPS.
- (f) Information about Voluntary Early Retirement Authority (VERA) and/or Voluntary Separation Incentive Program (VSIP) options, if applicable.
- (g) Response timelines for any actions to be initiated by the employee.
- (h) Notice of the availability of employee assistance program services.
- (i) An initial point of contact for additional information.

(2) When Management identifies the affected employees, the affected employees will be notified by letter, in person if possible. The letter will contain:

- (a) An explanation of the reasons why the position, which precipitated the employee's being affected, was identified, including linkages to program of work, budget, and/or organizational changes as determined in the unit's workforce analysis (See Section 3).
- (b) How the subject employee was identified in accordance with the process contained in Section 4.a and 4.b, including the employee's SCD.

(c) A person(s) to contact for any additional information regarding contents of the letter.

(d) Appropriate use of official time, travel, and access to Government facilities and equipment, including the employee's self-initiated placement and/or employment efforts.

(e) A statement that the letter serves as the official agency certification of the employee's eligibility for U.S. Department of Agriculture (USDA) Career Transition Assistance Plan (CTAP).

(f) Reference to dispute resolution forums available in [Article 9](#).

(g) WRAPS registration procedures and a copy of the employee's preregistration record.

(3) A copy of these notices will be given to the Local Union and, if a "formal discussion" is held, Union representation will be honored as identified in [Article 5, Section 4](#).

c. WRAPS registration procedures:

(1) Affected employees will be registered on a national, password-protected WRAPS database. Management will preregister the employees once they have been notified that they will be placed on WRAPS. Preregistration will create a record in the database that will automatically include listing the employee for positions in his or her current commuting area, series, and grade.

(2) Each employee will be asked to do the following:

(a) View his or her record.

(b) Identify his or her last three jobs and the major duties involved.

(c) Record the grade(s) that he or she will voluntarily accept and up to 10 geographic preferences.

(d) Identify his or her interest in local commuting area time-limited vacancies less than 1,040 hours or 1,040 hours or more of duration.

(e) Specify any special needs associated with placement.

(f) Identify erroneous information in the official record.

Where an employee's access to computers is limited, the employee will view, record preferences, and identify corrections on a hard copy. The employee will send the hard copy information to his or her Servicing Human Resources Office (SHRO) and that SHRO will verify the information and enter it into the database.

(3) After an employee's preferences are received, the employee will be offered the opportunity to communicate with the SHRO to discuss other series for which they may be qualified and the implications of their grade and geographic preferences, and to make changes within 5 days of that discussion. After the employees enter their preferences, the SHRO will enter the occupational preferences for which the employees qualify.

(4) Unless there are exigent circumstances, registration will generally occur within 14 days of initial preregistration. In addition, unless the agency SHRO is notified of circumstances that warrant an exception prior to that time, activation will occur on the 15<sup>th</sup> day. When notification about exigent circumstances has occurred, the registration will be incorporated into the system as soon as possible after the exigency has been resolved.

(5) Once registered, an employee may view his or her electronic record in the WRAPS database at any time. The employee will be offered the opportunity to make changes in his or her geographic and grade preferences during the first 3 workdays of every calendar month. Notice will be provided electronically. After his or her initial registration is activated, whenever the employee wishes to change his or her occupational preferences, he or she will need to contact the SHRO that will enter the occupational preferences for which the employee qualifies.

(6) "Read only" access to the WRAPS employee database will be provided to the Union at the national level. WRAPS reports available in the database for this access will be sanitized to protect employee privacy interests. Access to individual information will not be shared below the intermediate level. Summarized statistical information may be shared to the local level.

## **5. Placement from WRAPS:**

### **a. Placement support:**

(1) Employees will be counseled and afforded every opportunity to find a new position based on organizational needs and their career goals and personal needs.

(2) In accordance with U.S. Office of Personnel Management (OPM) guidelines, Management may consider retraining the employee or modifying

qualification standards, excluding positive education requirements, to allow the employee to meet the qualifications of a vacant position within a specified period up to 365 days of occupying the position.

(3) Management will pay transfer of station benefits for affected employees who are reassigned as authorized by Forest Service policy.

(4) Affected employees on details will be provided opportunities to continue placement efforts, with Management affording them accommodations to mitigate any adverse effects created by the detail (e.g., physical isolation and access to communications).

(5) Outplacement services for affected employees, consistent with the agency CTAP policy, may be negotiated at the appropriate level.

b. Government placement programs: Management will offer identified employees enrollment in and an explanation of placement assistance programs, operated by other agencies, for which they are qualified, including:

(1) The Interagency Career Transition Plan for permanent employees in surplus positions administered by OPM and other Governmentwide programs.

(2) The USDA Reemployment Priority List and CTAP.

(3) The [Workforce Investment Act of 1998, Public Law 105-220 programs](#).

c. Placement in time-limited vacancies: When an employee has been placed in a time-limited vacancy from WRAPS, his or her placement priority will remain active if the time-limited position is less than 1,040 hours of duration. If the temporary assignment is 1,040 hours or more, the employee's placement priority will be inactive until 60 days before the expiration of the time-limited assignment at which time his or her placement priority will be reestablished in the WRAPS data base and his or her 60-day voluntary placement period will start anew. The employee will not receive a new notice under Section 4.c.(2) of this article, but will have an opportunity to update his or her registration information. When an employee has been placed in a time-limited position, his or her career tenure and position of record are not affected.

d. Order of placement: The following order of placement of employees will be observed. Except where otherwise noted, placements will be made from employees qualified for the position to be filled.

(1) Commuting area. When multiple employees are eligible for placement within a following subcategory, ties will be broken in order of leave SCD (most service first):

- (a) Matches within the same nationally established competitive level (without the suffix).
- (b) Matches at the same grade level.
- (c) Noncompetitive repromotion eligibles.
- (d) Voluntary changes to less than full-time year round tours of duty.
- (e) Voluntary changes to lower grades.
- (f) Other USDA CTAP employees who are well qualified for the position.
- (g) Employees who do not meet qualifications for the position to be filled but Management has voluntarily chosen to modify qualifications.

(2) Employee preference for location. When multiple employees are eligible for placement within a following subcategory, ties will be broken in order of leave SCD (most service first):

- (a) Direct matches (reassignments of the employee's job—80 percent or more accuracy standard of the position description—to a new location).
- (b) Matches within the same nationally established competitive level (without the suffix).
- (c) Matches at the same grade level.
- (d) Noncompetitive repromotion eligibles.
- (e) Voluntary changes to less than full-time, year-round tours of duty.
- (f) Voluntary changes to lower grades.

(3) Locations outside employee preferences. When multiple employees are eligible for placement within a following subcategory, ties will be broken in order of leave SCD (most service first):

- (a) Direct matches (reassignments of the employee's job—80 percent or more accuracy standard of the position description--to a new location).
- (b) Matches within the same nationally established competitive level (without the suffix).
- (c) Matches at the same grade level.

(d) Noncompetitive repromotion eligibles.

(e) Voluntary changes to less than full-time, year-round tours of duty.

(f) Voluntary changes to lower grades.

(4) Non-selection of employees from the WRAPS shall be based on legitimate job-related reasons.

e. Offers of placement:

(1) All offers of placement will be made through the employee's home unit and will be communicated to the employee within 2 days. The communication will include whether it is a contingent offer or firm offer.

(2) Multiple employees may be offered a specific position at the same time on a contingency basis if there is more than one employee on WRAPS who may potentially match the position. The person with the highest assignment rights will receive the offer as a firm offer. The other employees receive offers contingent upon the availability of the position should employees with higher assignment rights refuse the offer. Contingent offers will only be made to employees if all potential matches are outside the commuting area.

(3) If the employee with the highest assignment right refuses the offer, the assignment will then be made in the order of the matching process outlined in Subsection 5(d) above for those employees who said they would accept a contingent offer. Only declinations when the employee is reached for the assignment will count against the limit described in item (7) below.

(4) An employee may have more than one contingent offer at a given time.

(5) Employees will have up to 3 days to respond to offers within their commuting area.

(6) Employees will have up to 10 days to respond to offers outside their commuting area.

(7) If an employee receives three offers outside his or her commuting area that meet his or her listed preferences and declines the offers, no further consideration will be given to the preferences of that employee.

(8) When an employee initiates or voluntarily accepts a move to a lower graded position, grade and pay retention will be granted if the move has a positive effect on another employee and/or such action will assist Management in advancing its objectives and reduce or avoid adverse impacts on employees and the agency's mission.

(9) Unless otherwise placed, an employee will be given the opportunity to remain on the WRAPS list for a period of not less than 60 calendar days.

f. Involuntary placement by directed reassignment: Any employee placed on the WRAPS may be subject to a directed reassignment. When Management exercises its right to make directed reassignments to employees from WRAPS, the following procedures will be followed:

(1) An employee may be directed to an appropriate position within his or her commuting area at any time during the WRAPS listing. The order of these directed reassignments will be as described in Section 5(d)(1) of this article.

(2) After 60 days on the WRAPS list, all employees identified for displacement placed on the WRAPS may be subject to a directed reassignment outside their commuting area. The order of these directed reassignments will be as described in Section 5(d)(2) and (3) of this article, except that voluntary reductions in tour or voluntary changes to lower grade will not be directed.

(3) If the involuntary reassignment is within a forest, Job Corps Center, Washington Office, regional office, area, station, or technology and development center, a copy of the notification will be provided to the Local. If the reassignment is between units, a copy of the notification will be provided to the Regional Vice President.

(4) The reporting date for directed reassignments will not be less than 60 days from the notification date unless agreed to by the employee. If the new position is in the same commuting area, the effective date may be less than 60 days.

(5) Employees will have 10 days to accept or refuse a directed reassignment outside of their commuting area.

(6) Employees who have been given a directed reassignment to another position within the Forest Service will be given priority placement consideration for a 2-year period following the effective date of their directed reassignment according to the following conditions:

(a) Their former or like position has been reestablished and is announced.

(b) The employee applies to the vacancy announcement of their former or like position.

(c) In accordance with the Order of Consideration as identified in Merit Promotion Plan, there is no one with greater placement rights to the vacancy.

(7) Employees will receive written notice of their priority consideration rights when they are given a directed reassignment.

(8) Priority consideration applicants will inform the SHRO in writing of their entitlement to their priority consideration.

**6. System Review and Evaluation:** The Parties have jointly developed a memorandum of understanding that describes the process to review and evaluate WRAPS.

a. The Parties agree that the WRAPS will be monitored by the Parties at the national level to determine if there are systemic problems.

b. The identification of any systemic WRAPS problems, including those attributable to contract provisions, will be jointly examined by the National Parties and appropriate corrective action will be taken.

## ARTICLE 33

### FURLOUGHS

1. This article sets forth procedures that will be followed if Management determines it necessary to furlough career employees because of lack of work or funds or other non-disciplinary reasons.

2. Management will notify the Union at the appropriate level(s), depending on the scope of a proposed furlough, at least 15 days before the employees are notified. At that time, Management will advise the Union of the reason for the furlough; the number, names, titles, series, and grade of all employees affected; and the measure that Management proposes to take to reduce the adverse impact on employees. The employees will be given specific notice (30-days notice for furlough of less than 30 days, 60 days for furloughs in excess of 30 days).

3. Furlough documents will be made available to the affected employee and to the Union.

4. The following furlough matters are appropriate for negotiations between the Parties at the appropriate level:

a. The content of furlough notices.

b. The content of solicitation of volunteers for furlough.

c. Scheduling of consecutive or nonconsecutive furlough days.

- d. Programs for counseling employees about furloughs and unemployment compensation, benefits, etc.
- e. Provisions for keeping the Union informed of furlough developments.
- f. Any impacts on Union representation during the furlough.
- g. The process for recall from furlough.

5. Management will not schedule the number of workdays per week for the purpose of disqualifying furloughed employees from unemployment compensation.

**6. Furloughs for More Than 30 Days:**

a. Where furlough involves only a segment of an organization within a commuting area and the furloughs are for more than 30 days, Management will consider the following:

- (1) Detailing or reassigning employees to vacant positions.
- (2) Restructuring of positions, including unfilled trainee positions to allow adversely affected employees to fill positions.
- (3) Waiving qualifications in order to assign an employee subject to furlough to a vacancy for which he or she might not otherwise qualify.

b. Management will not fill a vacant position, except by internal placement, when an employee on furlough in the same competitive area is qualified and available for a position at the same or lower grade from which furloughed.

c. If Management elects to use any of the above options in Section 6.a, the Local Union will be entitled to negotiate appropriate arrangements for implementation.

**7. Identification of Furloughed Employees:**

a. Furloughs of 30 days or less:

- (1) Volunteers: When it has been determined to furlough some, but not all employees in the same competitive level within one Bargaining Unit, Management agrees to first solicit volunteers. If more volunteers are available than furloughed positions, selection will be based on the service computation date (SCD) starting with the longest reduction-in-force (RIF) service computation. Nonselection of volunteers will be based on legitimate job-related reasons.

(2) If a sufficient number of volunteers are not available for furloughed positions, selection for furlough beyond the volunteers will be based on SCD starting with the least RIF service computation.

b. Furloughs for more than 30 days will be performed in accordance with [Title 5, Code of Federal Regulation, Section 351 \(5 C.F.R. 351\)](#) and OPM guidance.

## **8. Recall of Employees From Furlough:**

a. Furloughs of 30 days or less: When Management recalls employees to duty in the same competitive level as defined in [Article 35](#), from which they were furloughed, it will be in order of SCD ranking starting with the longest RIF service computation. Recall from furlough for placement in other competitive levels is determined by the qualifications, availability, and SCD ranking of the furloughed employee.

b. Furloughs for more than 30 days will be performed according to [5 CFR 351](#) and OPM guidance.

**9.** Employees on furlough have rights at least equal to those they would have had if they had been separated and placed on the reemployment priority list.

**10.** An Internet-based site and a toll-free number will be established to give furloughed employees a “place” to get updates on furloughs when away from work.

**11.** Employees will be asked to provide SHRO and supervisors with updated contact information for callbacks (e.g., phone number, personal e-mail address, address, etc.).

## **12. Scheduling:**

a. For furloughs of 30 days or less (short furlough), the total number of days that the employee may be furloughed shall not exceed 30 days (if consecutive) or 22 workdays (if non-continuous).

b. Furloughs can be for consecutive or nonconsecutive days normally at the employee’s option. Management will inform the employees how many consecutive days of furlough will qualify them for unemployment benefits. Management will consider employee personal needs such as child care and outside employment as relevant factors in determining which days will be worked during nonconsecutive furloughs. Furloughs will be recorded in the correct manner to ensure unemployment benefits are afforded to eligible employees.

c. Management may reduce the number of days of the furlough if it finds that fewer days are necessary due to changed circumstances. To increase the number of days, a new notice and identification process is required. The Parties will negotiate as appropriate.

### **13. Leave During Furloughs:**

a. For hardship cases, Management will consider deferring a furlough for employees on sick leave.

b. The provisions of leave restoration will apply to “use it or lose it” annual leave.

c. Employees shall have the option of electing days of leave without pay in place of furlough.

**14. Emergency Furloughs:** Consistent with [5 CFR 752.404\(d\)\(2\)](#), advance written notice to employees with an opportunity to answer are not necessary for furlough without pay due to unforeseeable circumstances, such as equipment breakdown, act of God, or sudden emergencies requiring the immediate curtailment of activities. When Management is made aware of a possible Government shutdown, it will:

a. Notify the Union and provide copies of any official notices that advise the agency of a potential furlough.

b. Provide Bargaining Unit employees potentially affected by such a furlough with written information addressing their rights, benefits, and obligations.

**15.** Management may accept voluntary service to perform the work of a furloughed Bargaining Unit employee only if authorized by law.

## **ARTICLE 34**

### **TRANSFER OF FUNCTION**

**1. Transfer of Function (TOF):** TOF is the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected, or the movement of the competitive area in which the function is performed to another commuting area. The TOF will follow [Title 5, Code of Federal Regulation, Section 351](#). The Parties at the appropriate level will negotiate per [Article 11](#) to the full extent permitted by law.

2. Management will notify the Union at the appropriate level of a proposed TOF at least 15 days before employees are notified. At that time, Management will advise the Union of the reason for the TOF; the number, names, titles, series, and grades of all employees affected; and the measures that Management proposes to take to reduce the adverse impact on employees.

3. Competitive levels will be as described in [Article 35](#).

## ARTICLE 35

### REDUCTION-IN-FORCE

**1. Policy:** The agency will follow procedures articulated in [Title 5, Code of Federal Regulations, Section 351](#).

a. The decision to conduct a reduction-in-force (RIF) is a Management right. The implementation of a RIF will be administered by Management.

b. In accordance with U.S. Office of Personnel Management (OPM) guidelines, Management may consider retraining the employee or modifying qualification standards, excluding positive education requirements, to allow the employee to meet the qualifications of a vacant position within a specified period up to 365 days of occupying the position.

c. Government placement programs: Management will offer identified employees enrollment in and an explanation of placement assistance programs, operated by other agencies, for which they are qualified, including:

(1) The Interagency Career Transition Plan (ICTAP) for permanent employees in surplus positions administered by OPM and other Governmentwide programs.

(2) The U.S. Department of Agriculture (USDA) Reemployment Priority List and Career Transition Assistance Plan.

(3) The [Department of Labor Workforce Investment Act of 1998 \(Public Law 105-220\) programs](#).

d. Outplacement services: Outplacement services for identified employees, consistent with the agency Career Transition Assistance Program policy, may be negotiated at the appropriate level.

e. Management will follow [Forest Service Handbook \(FSH 6109.41\)](#) and [DPM \(Departmental Personnel Manual\) 351](#) procedures in processing RIFs.

## **2. Notice:**

a. Management will notify the appropriate level of the Union and give them a copy of the request for approval for RIF. This notification will be given at least 75 days prior to the effective date and takes the place of notification described under [Article 11](#). Predecisional input regarding changes to the organization (which may be the basis for the RIF) consistent with [Article 31](#) will still apply. The 75-day notification will include name, title, series, and grade of employees affected; efforts that have been taken to avoid the RIF; and expected outcomes of the RIF. Retention Registers will be made available to the Union as soon as they are developed, which will be at least 60 days prior to the effective date.

b. Sixty days prior to the RIF effective date, Management shall provide the Union a list of all positions that are considered trainee or developmental for RIF purposes, together with the SF-50 showing name, position, and effective date of action assigning each incumbent to the position in question.

c. The affected employees will be given a specific RIF notice at least 60 days prior to the effective date of the RIF. Retention Registers and other RIF documents will be made available to the affected employee.

## **3. Procedures and Appropriate Arrangements:**

a. When Management decides to implement a RIF, the Parties agree that RIF and Workforce Restructuring and Placement System (WRAPS) will be implemented simultaneously and that WRAPS is the procedure and appropriate arrangement for internal agency placement outside the competitive area. If either of the Parties at the intermediate or national level contends that a RIF situation is not conducive to the simultaneous use of WRAPS, the Parties agree to negotiate an alternative at the appropriate intermediate or national level.

b. When RIF and WRAPS are implemented simultaneously:

(1) The RIF procedures will be used to identify the affected employees for RIF and the same employees will be the affected employees in WRAPS.

(2) RIF procedures will be used for placement of affected employees within the competitive area.

(3) WRAPS procedures will be used for placement of affected employees outside the competitive area, but RIF timelines will take precedence.

c. The National Parties will be given an opportunity to negotiate on the implementation and impact of anticipated multiple RIFs that result from organizational change involving more than one region or station. The intermediate Parties will be given an opportunity to negotiate on the implementation and impact of anti-

pated multiple RIFs that result from organizational change involving more than one local unit. For RIFs confined to one local unit, the local Parties will be given an opportunity to negotiate on the implementation and impact of RIF(s). The terms of the local or intermediate agreement reached must be approved by both Parties at the intermediate level. The results of these local negotiations are not precedent setting. Further, if local negotiations include permissive rights, those negotiations do not serve as the agency's election to negotiate permissive rights.

**4. Early-Out Retirements in RIF:** Management will request USDA approve early-out retirements in a significant RIF. The Union will be given an opportunity to give input into the letter submitted to USDA.

**5. Leave Without Pay During RIF:** Management may, on a case-by-case, consider requests from employees who have received RIF notices for leave without pay (LWOP) up to a maximum notice period of 90 days of combined duty and leave status, following issuance of the notice, if such an extension will protect employee rights or avoid administrative hardship. Management may also consider requesting approval from OPM for an extension beyond 90 days where necessary to protect employee rights or to avoid administrative hardship. An amended notice includes the total number of days specified in the original notice plus the number of days of LWOP approved, not exceeding 90 calendar days after the delivery of the original notice. If the employee does not accept an offer of another Forest Service assignment, such LWOP may be canceled.

**6. Personnel Files:** The Union and Management will jointly encourage each employee to see that his or her personnel file and employee data/skills documents (e.g., [OF 612](#), resume, bio sketch, etc.) are up-to-date as soon as the RIF or reorganization is announced. Management will add to the personnel file appropriate changes or amendments requested by the employee. Both the personnel file and data/skills documents will be used to match employees with vacancies. Employees possessing skills in more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies.

**7. Hiring Freezes During RIF:** When a unit of the Forest Service determines that a RIF is necessary, a hiring freeze for the competitive area and competitive levels expected to be involved in the RIF will be implemented during the life of the RIF.

#### **8. Competitive Areas and Competitive Levels:**

a. The Parties acknowledge that the current [Federal Labor Relations Authority \(FLRA\)](#) case law states that competitive areas are nonnegotiable. In the event the FLRA changes its position or is overruled, either Party may propose to negotiate changes to the competitive areas.

b. The competitive areas that Management has determined it will use in the event of RIF will be listed in Appendix D.

c. In the event Management determines to change the competitive areas listed in Appendix D, it will notify the Union sufficiently in advance to permit pre-decisional discussion and input, using interest-based problem solving in partnership to address issues related to planned changes to the above described competitive areas. In addition, Management will provide sufficient notice to permit appropriate bargaining under [Article 11](#) related to the proposed changes to the competitive areas. Any changes to the competitive areas will be listed in Appendix D.

d. Commuting area definition: When commuting areas are used to define competitive areas for RIF, they are defined as any population center, or two or more neighboring ones, and the surrounding localities in which people can reasonably be expected to travel back and forth daily. Under this definition, the standard commuting area will be 49 miles. The local or intermediate Parties by mutual agreement may develop a different definition in place of the 49-mile standard commuting area under this section for employees within the management unit for which they have the authority to bargain under [Article 11](#). They may seek assistance from the next higher level to reach agreement on a different definition. Before such agreements are finalized, they will be subject to joint review by the next higher (e.g., intermediate) level. If the Parties fail to reach agreement or the next higher-level Parties fail to concur with the agreement, the standard definition will be used.

e. Competitive level definition. The Parties agree that OPM regulations fully define competitive level. If OPM regulations change, the definition of competitive levels will change accordingly. Employees are assigned to competitive levels based on their position of record. Currently, the competitive level generally consists of all positions in the same competitive area that are in the same grade (or occupational level) and classification series and that are similar enough in duties, qualification requirements, pay schedules, and working conditions so that the incumbent of one position could successfully perform the critical elements of any other position upon entry into it, without undue interruption.

**9. Repromotion Rights:** If Management determines to fill the same or essentially identical position, the involuntarily demoted employee will be offered repromotion to the position or to intervening grades for a period of 2 years from the effective date of the demotion. The employee will retain repromotion rights to the grade level from which demoted. For other vacancies within the commuting area with the same or essentially identical duties for which an involuntarily demoted employee qualifies, the employee will be offered re-promotion to the vacancy unless there is a legitimate job-related reason for not repromoting the employee. In the event that more than one employee qualifies, the highest service computation date ranking employee will be offered repromotion first.

**10. Reemployment Rights:** Any employee separated through RIF will be offered reemployment to the first vacancy that Management determines to fill in the same commuting area for which the employee meets basic qualifications at the same

or lower grade. If more than one separated employee is qualified for a particular vacancy, the offer will be made in retention standing order. If reemployment is below the employee's former grade level, the employee will have repromotion rights as provided in this agreement. Reemployment rights will be granted for a period of 2 years from the effective date of the RIF for career employees and 1 year from the effective date of the RIF for career conditional employees.

## **ARTICLE 36**

### **UNEMPLOYMENT COMPENSATION**

The Parties recognize that unemployment is a high payroll cost with no productivity. It is also understood that the benefits governed by State laws vary greatly in their eligibility requirements and benefit amounts. The Parties agree to the following guidelines.

1. Call back of employees will be for legitimate job-related reasons and not for the purpose of disqualifying an employee from unemployment compensation.
2. Management will give printed information that explains the State law on unemployment compensation and the consequences of refusing employment while receiving such compensation to each less than full-time career employee and temporary employee. For these employees, Management will give the information annually. For seasonal and temporary employees, Management will give this information prior to starting their off-season.
3. A permanent employee accepting off-season assignments in the Forest Service, or other Federal agencies outside the commuting area, will be paid travel costs and per diem as provided in the Federal Travel Regulations. Should the work with another Federal agency be the result of a proper second appointment, then travel and per diem might not be payable. If Government-owned or leased quarters are available, they will be provided rent free and per diem will be at a reduced rate in accordance with established region, station, area, or forest policy.
4. Offers of work outside the commuting area with the Forest Service, other Federal Agencies, or private industry:
  - a. If an employee refuses an offer of work outside the commuting area during a period when unemployment compensation is being paid, the Forest Service will not appeal the continued payment of such benefits unless the Forest Service believes that State law disqualifies the employee because of such refusal. Similarly, the Forest Service will not contest the initial claim in eligibility by reporting such refusal unless the Forest Service believes that the refusal is disqualifying under governing State law.

b. Offers of employment outside the commuting area will not be made for the purpose of disqualifying an employee for unemployment compensation.

c. If a refusal is based on a genuine hardship situation for the employee, the Forest Service will not contest an unemployment claim.

5. Management will provide affected employees with appropriate forms, when available, from the State and general information on how to qualify for unemployment compensation. Eligible employees are determined by the appropriate State or governmental authority.

## **ARTICLE 37**

### **VOLUNTEERS AND GOVERNMENT-SPONSORED WORK PROGRAMS**

1. In accordance with law, non-employee workers such as volunteers and enrollees of Government-sponsored work programs will not displace employees or positions or their grade-controlling duties. No Forest Service employee will be required or requested to perform as a volunteer. Employees will not be supervised by volunteers and enrollees of Government-sponsored work programs. Management will exercise due diligence to assure that employees are not at risk from non-employee workers and will take prompt and appropriate action should incidents occur.

#### **2. Impacts:**

a. The Parties recognize that such programs may impact the working conditions of Bargaining Unit employees. Furthermore, the Parties agree that adverse impacts, when identified by the Union, such as changes in duties, responsibilities, training, safety, availability of other amenities, are subject for negotiations, upon request, at the local level.

b. In order for the Union to determine adverse impacts, all available data concerning the use of such programs and the text of enabling authorities for them, the number of volunteers or enrollees, their assigned duties, work locations, periodic reports, or announcements will be provided the Union upon request. The Union will be informed where to request the data if not available locally.

## ARTICLE 38

### CONTRACTING WORK OUT

#### 1. General:

a. Management agrees to provide the Union an opportunity for pre-decisional involvement related to review of commercial activities and A-76 processes pursuant to [Office of Management and Budget Circular A-76](#). Management will notify the Union of functions planned for study concurrently with notice to field Management and will consider their input.

b. In accordance with [Article 11](#), Management agrees to notify the Union when a decision is made to contract out work that affects the working conditions of Bargaining Unit employees and will negotiate implementation as appropriate.

c. Management will notify the Union of any change in applicable law rule or regulation relating to contracting out work that affects either the Union or Bargaining Unit employees.

d. Prior to conducting any cost comparison study of Bargaining Unit work, Management may consider innovative alternatives such as High Performance Work Organizations, Business Process Reengineering, etc.

2. Upon request, Management will provide the Union representative at the appropriate level with available and releasable information including, but not limited to, copies of:

a. Annual procurement plans including updates.

b. Bid solicitation, invitation for bid, or request for proposal.

c. Correspondence from higher authority directing the cost study.

d. Correspondence from Department of Labor regarding certification of a wage rate.

e. The performance work statement, statement of work, or contract specifications.

f. The organization plan that supports the Program of Work Statement (in-house, residual, etc.).

g. All changes to the performance work statement.

h. Bid abstract (including Government estimate after bid opening), bid results, awarding dates, and timeframes for implementation.

3. Management will provide an opportunity, upon request, for a Union representative in the “walk through” by bidders of the function undergoing a cost study or a contracting decision that affects Bargaining Unit employees.
4. The Union, upon request, may attend public bid openings and review independent Government estimates at the time of openings. They also may review in-house cost estimates under the provisions of the [A-76 Circular](#).
5. Management will provide appropriate assistance to employees adversely impacted by contracting out decisions. Parties at the appropriate level may negotiate specific appropriate arrangements.
6. Management will post a notice to the workforce about employee responsibilities in regard to reporting fraud, waste, and abuse related to contracted services.

## **ARTICLE 39**

### **VOLUNTARY ALLOTMENT OF UNION DUES**

1. Any employee of the Forest Service who is a member of the National Federation of Federal Employees (NFFE) and is included within one of the consolidated Bargaining Units covered by this Agreement may make a voluntary allotment for the payment of dues to the NFFE pursuant to the terms of the Agreement between the U.S. Department of Agriculture (USDA) and the National Office, NFFE (See Appendix B). Management will notify all Bargaining Unit Parties of any changes made in the NFFE/USDA Agreement.
2. Should the Agreement between the USDA and the NFFE concerning the voluntary allotment of Union dues not be continued or renegotiated at the time of any expiration date, then the Parties agree that the voluntary allotment of dues will continue until a new Agreement between the USDA and NFFE is negotiated.
3. When an employee changes from one Local to another, Form AD-356, Dues Change Between Locals Within a National Labor Organization, must be completed. The gaining unit should process the Form AD-356 for employees transferring to an organized unit. The losing unit should process Form AD-356A, Cancellation of Withholding of Dues to Labor Organizations and Associations of Supervisors or Managers, for employees transferring to an unorganized unit or to a unit where the employee is no longer a member of the Bargaining Unit (i.e., professional employee to nonprofessional Bargaining Unit).

## ARTICLE 40

### PILOT PROJECTS/DEMONSTRATION PROJECTS

The Parties recognize the need for more efficient operations within the Forest Service and agree that experimenting with different ways of completing various activities can benefit this objective.

When Management sets aside, waives, or changes any existing law, rule, regulation, or policy, that affects working conditions, Management will give the Union notice in accordance with [Article 11](#).

## ARTICLE 41

### JOB CORPS (CIVILIAN CONSERVATION CENTERS)

**1. General:** This agreement applies to all Forest Service employees working on a Job Corps Civilian Conservation Center (Job Corps Center). This article addresses those issues unique to Job Corps not elsewhere covered in this Agreement.

**2. Relationship to DOL:**

a. The Parties recognize the Job Corps' unique mission and the relationship between the Department of Labor (DOL) and the Forest Service in the administration of the Job Corps Program within the Forest Service. Further, the Parties understand that, by the virtue of the program's mission, there will be work situations that warrant special health and safety consideration for employees.

b. The Union will be provided notice of all [DOL Policies and Requirements Handbook \(PRH\)](#) changes or other policy changes directed by the DOL that affect the Bargaining Unit employees' working conditions within 28 days of when the Forest Service becomes aware of the changes. Copies of the changes will be provided to the Job Corps Regional Vice President and the Forest Service Council President. It is understood that changes made in the Job Corps program through DOL mandates must be negotiated, as appropriate, before they become effective.

c. Upon request, the Union may review the interagency agreement between the agency and the DOL. If changes to the interagency agreement are proposed by either the Forest Service or DOL, the Union will be provided copies of those changes within 28 days of the date the changes are proposed. The agency shall not implement any changes to the interagency agreement until negotiations, as appropriate, have been completed with the Union.

**3. Special Safety Concerns:** General safety and health issues are covered in [Article 27](#). However, the Parties recognize that the Job Corps environment presents the following unique safety and health issues:

- a. Centers shall follow agency policy and [DOL PRH](#) when a student's behavior has become disruptive or threatens the safety of the employee(s).
- b. Any employee(s) who feels that a student is demonstrating aggressive behavior where the safety of the employee(s) is jeopardized should immediately notify the on-duty supervisor. The on-duty supervisor will review the situation and take appropriate action in accordance with [DOL Policies and Requirements Handbook](#) and agency policy, which, in emergency situations, may include calling appropriate forest or local law enforcement for assistance. In a situation where a supervisor is unavailable and the situation is beyond the employee's reasonable ability to resolve, the employee may contact appropriate forest or local law enforcement for assistance.
- c. All employees will be provided current safety and health training on blood borne pathogens annually. New employees will be given the same training on risks and protections against blood borne pathogens as part of their orientation program, normally within 30 days after their reporting date.
- d. If an employee believes that they have been exposed to a blood borne pathogen within the work place, he or she will immediately inform his or her supervisor. Counseling will be provided at the request of the employee, through the Employee Assistance Program. Testing procedures under [Article 27](#) will be followed.
- e. The Parties recognize the stressful nature of Job Corps work, and employees are encouraged to discuss concerns with their supervisors. When supervisors become aware of an employees' stress-related illness, they will advise employees of their rights to file a claim under the Occupational Workers Compensation Program. Job Corps employees who are suffering from workplace-related stress may also request reassignment or details, including details to other organizational units, under the terms of [Article 4.8](#). Employees may use the Employee Assistance Program (EAP).

**4. Shift Assignments and Leave:**

- a. Changes to shift assignments will be kept at a minimum.
- b. Procedures for scheduling annual leave are subject to negotiations at the appropriate level. See [Article 20](#).

## ARTICLE 42

### PERSONAL HARDSHIP

1. Any employee may request special consideration due to personal hardship. Personal hardship is an appropriate consideration in any Management action affecting employees. Management will consider all hardship requests.

2. Hardships are situations outside of the employee's reasonable ability to control that affect the health and welfare of the employee or his or her family. Some examples of significant hardship are:

- a. A specific long-term medical situation where services or care are more accessible in a specific location.
- b. Special education needs for children related to physical or mental disability.
- c. Significant and recurring harassment or discrimination against the employee or his or her family at work or in the community.
- d. Specific situations related to marital status, such as divorce, reconciliation, sibling care issues, and spousal placement (dual career).

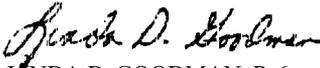
**3. Process:**

- a. The employee may request assistance and advice through the Employee Assistance Program (EAP) and may authorize the EAP counselor to share information regarding the hardship situation with Management.
- b. The employee may present his or her case, through channels, to the Management official having authority for the requested action. Where confidentiality is a legitimate concern, the employee may bypass his or her immediate supervisor.
- c. The Management official will have authority to determine whether a hardship exists. Before making the final determination, the Management official may request additional information from the applicant.
- d. Management will notify the employee, as quickly as possible, but no later than 30 days, that the hardship request has been received, whether or not there is a hardship, and what is being done to satisfy the request.
- e. Confidentiality regarding an employee's hardship situation will be maintained to the extent possible.
- f. Alleged violations of the article are grievable in accordance with [Article 9](#).

In witness thereof, the Parties hereto executed this basic Labor-Management Agreement on May 2, 2005. The effective date of this Agreement is June 3, 2005.

FOR THE FOREST SERVICE

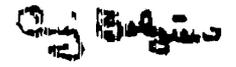
FOR THE UNION

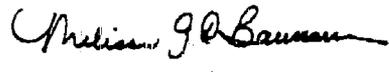
  
LINDA D. GOODMAN, R-6  
Team Leader

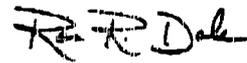
  
WILLIAM R. DOUGAN, R-10  
Team Leader

TEAM MEMBERS

TEAM MEMBERS

  
CRAIG BOBZIEN, R-1

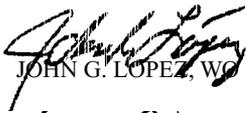
  
MELISSA G.D. BAUMANN, FPL

  
RON R. DALE, RMRS

  
MICHAEL J. BUNTEN, R-5

  
WILSON FISHER, WO

  
GEORGE E. CHRISTOPHER, R-4

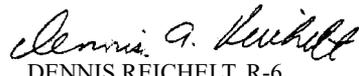
  
JOHN G. LOPEZ, WO

  
JOZEF A. DROZDOWSKI, R-9

  
MARCIA PATTON-MALLORY, RMRS

  
JOHN M. PAOLINO, NFFE

  
KATHY McALLISTER, R-1

  
DENNIS REICHELT, R-6

Facilitator: LISA VANDENBERG (FLRA)

Notetakers: KATHY CARLTON (WO) AND SUSAN TROTTER (NFFE)



**August 31, 2005**

**DEPARTMENT OF AGRICULTURE  
U.S. FOREST SERVICE  
and  
NATIONAL FEDERATION OF FEDERAL EMPLOYEES**

**APPENDIX A  
Description of the Professional Consolidated Unit**

**Ref.: Case No. 3-UC-60003, 7/29/96  
see also: 22-09407 (UC), 7/23/79**

## **WASHINGTON OFFICE**

### **Missoula Technology Development Center**

INCLUDED: All professional employees including those employed on temporary appointments of 6 months or longer assigned to the U.S. Forest Service Missoula Technology Development Center, Missoula, Montana.

EXCLUDED: All management officials, nonprofessional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **San Dimas Technology and Development Center**

INCLUDED: All professional employees employed by the USDA Forest Service, San Dimas Technology and Development Center, San Dimas, California.

EXCLUDED: All management officials, nonprofessional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **RESEARCH**

### **Forest Products Laboratory**

INCLUDED: All professional employees of the Forest Products Laboratory.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Rocky Mountain Research Station**

INCLUDED: All professional employees of the Rocky Mountain Research Station.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **JOB CORPS**

### **Anaconda Civilian Conservation Center**

INCLUDED: All professional employees at the Anaconda Civilian Conservation Center, Anaconda, Montana.

EXCLUDED: All management officials, nonprofessional employees, temporary employees employed for less than 90 days, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Angell Job Corps Center**

INCLUDED: All professional employees of the Angell Job Corps Center, including temporary employees.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Blackwell Civilian Conservation Center**

INCLUDED: All professional employees of the Blackwell Civilian Conservation Center.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Cass Civilian Conservation Center**

INCLUDED: All professional employees of the Cass Civilian Conservation Center, Ozark-St. Francis National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, employees with appointments not to exceed 90 days, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Curlew Job Corps Center**

INCLUDED: All professional employees of the Curlew Job Corps Center.

EXCLUDED: All management officials, nonprofessional employees, supervisors, temporary employees, casual employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Flatwoods Civilian Conservation Center**

INCLUDED: All professional employees of the Flatwoods Civilian Conservation Center, Cosburn, Virginia.

EXCLUDED: All management officials, nonprofessional employees, supervisors, temporary employees serving under appointments of 90 days or less without expectation of continued employment, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Frenchburg Civilian Conservation Center**

INCLUDED: All professional employees of the Frenchburg Civilian Conservation Center, Mariba Kentucky.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Golconda Civilian Conservation Center**

INCLUDED: All professional employees of the Golconda Civilian Conservation Center.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Jacobs Creek Civilian Conservation Center**

INCLUDED: All professional employees of the Jacobs Creek Civilian Conservation Center located on the Cherokee National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, all other employees of the Cherokee National Forest, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Ouachita Civilian Conservation Center**

INCLUDED: All professional employees of the Ouachita Civilian Conservation Center, Ouachita National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, temporary employees with appointments not to exceed 90 days, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Pine Knot Job Corps Center**

INCLUDED: All permanent full time and part time professional employees of the Pine Knot Job Corps Center, Pine Knot Kentucky.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Timberlake Job Corps Center**

INCLUDED: All professional employees of the Timberlake Job Corps Center.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Trapper Creek Civilian Conservation Center**

INCLUDED: All professional employees of the Trapper Creek Civilian Conservation Center with continuing appointments.

EXCLUDED: All management officials, nonprofessional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Wolf Creek Job Corps Center**

INCLUDED: All professional employees of the Wolf Creek Job Corps Center.

EXCLUDED: All management officials, nonprofessional employees, supervisors, employees of the Wolf Creek Job Corps Center who are serving temporary appointments, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 1 (NORTHERN REGION)**

### **Regional Office**

INCLUDED: All professional employees of the U.S. Forest Service Regional Office, Missoula, Montana, with continuing appointments of 6 months or longer including those in the excepted indefinite, excepted conditional and temporary appointments.

EXCLUDED: All management officials, nonprofessional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Regional Field Services Facility**

INCLUDED: All permanent, full time professional employees of the U.S. Forest Service Regional Field Services Facility, Missoula, Montana, including permanent seasonal employees with more than 6 month terms.

EXCLUDED: All management officials, nonprofessional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Beaverhead-Deerlodge National Forest**

INCLUDED: All professional employees of the Beaverhead-Deerlodge National Forest with appointment guarantees of 13 pay periods or more.

EXCLUDED: All management officials, nonprofessional employees, temporary employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Bitterroot National Forest**

INCLUDED: All professional employees of the Bitterroot National Forest with continuing appointments.

EXCLUDED: All management officials, nonprofessional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Clearwater National Forest**

INCLUDED: All professional employees of Clearwater National Forest with continuing appointments.

EXCLUDED: All management officials, nonprofessional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Flathead National Forest**

INCLUDED: All professional employees of the Flathead National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Idaho Panhandle National Forests**

INCLUDED: All professional employees of the Idaho Panhandle National Forests including all regular temporary employees and the temporary intermittent employees of the nursery.

EXCLUDED: All management officials, nonprofessional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Kootenai National Forest**

INCLUDED: All professional employees of the Kootenai National Forest, Libby, Montana.

EXCLUDED: All management officials, nonprofessional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Lewis and Clark National Forest**

INCLUDED: All professional employees, including regular seasonal employees, of the Lewis and Clark National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, temporary employees with an expectation of employment of less than 90 days, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Lolo National Forest**

INCLUDED: All professional employees of the Lolo National Forest with continuing appointments, including employees at Missoula, Ninemile, Plains, Seeley Lake, Superior and Thompson Falls Ranger Districts.

EXCLUDED: All management officials, nonprofessional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Nez Perce National Forest**

INCLUDED: All professional employees of the Nez Perce National Forest with continuing appointments.

EXCLUDED: All management officials, nonprofessional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 2 (ROCKY MOUNTAIN REGION)**

### **Bighorn National Forest**

INCLUDED: All professional employees of the Bighorn National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, temporary and term employees with continued expectation of employment of 90 days or less, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Rio Grande National Forest**

INCLUDED: All professional employees of the Rio Grande National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 3 (SOUTHWESTERN REGION)**

### **Carson National Forest**

INCLUDED: All professional employees of the Carson National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Kaibab National Forest**

INCLUDED: All permanent and temporary professional employees of the Kaibab National Forest with expectations of continued employment of more than 90 days.

EXCLUDED: All management officials, nonprofessional employees, supervisors, temporary employees with appointments of 90 days or less, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

## **REGION 4 (INTERMOUNTAIN REGION)**

### **Regional Office**

INCLUDED: All full-time and less than full-time (with 6 months or more tour of duty) professional employees of the Intermountain Region, USDA Forest Service, Ogden, Utah, and detached units located at: Boise, Idaho; Twin Falls, Idaho; Salt Lake City, Utah; Provo, Utah; South Weber, Utah; Clearfield, Utah; and Carson City, Nevada.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Boise National Forest**

INCLUDED: All professional employees employed by the Boise National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Challis National Forest**

INCLUDED: All professional employees of the Challis National Forest with continuing appointments.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Dixie National Forest**

INCLUDED: All professional employees of the Dixie National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Fishlake National Forest**

INCLUDED: All professional employees of the Fishlake National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Salmon National Forest**

INCLUDED: All permanent full time and permanent part-time professional employees of the Salmon National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 5 (PACIFIC SOUTHWEST REGION)**

### **Regional Office**

INCLUDED: All professional employees of the Region 5 Regional Office of the USDA Forest Service, including all employees employed by the regional office and assigned to other locations within the region.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Eldorado National Forest**

INCLUDED: All professional employees of the Eldorado National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Inyo National Forest**

INCLUDED: All professional employees of the Inyo National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Klamath National Forest**

INCLUDED: All professional employees of the Klamath National Forest.

EXCLUDED: All nonprofessional employees, management officials, supervisors, employees whose temporary appointments do not exceed 30 days, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Lassen National Forest**

INCLUDED: All professional employees of the Lassen National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Los Padres National Forest**

INCLUDED: All professional employees of the Los Padres National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Mendocino National Forest**

INCLUDED: All professional employees of the Mendocino National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Modoc National Forest**

INCLUDED: All professional employees of the Modoc National Forest including all regular seasonal employees and seasonal supervisors during that period of the year when they exercise no supervisory authority.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Plumas National Forest**

INCLUDED: All professional employees of the Plumas National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Sequoia National Forest**

INCLUDED: All professional employees of the Sequoia National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Shasta Trinity National Forest**

INCLUDED: All professional employees of the Shasta Trinity National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Six Rivers National Forest**

INCLUDED: All professional employees of the Six Rivers National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Stanislaus National Forest**

INCLUDED: All professional employees of the Stanislaus National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, employees during that portion of the year when they function as supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 6 (PACIFIC NORTHWEST REGION)**

### **Regional Office**

INCLUDED: All professional employees of the Pacific Northwest Regional Office.

EXCLUDED: All management officials, nonprofessional employees, supervisors, temporary employees, employees of the mail room and reproduction unit, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Colville National Forest**

INCLUDED: All professional employees of the Colville National Forest, including temporary employees.

EXCLUDED: All management officials, nonprofessional employees, supervisors, casual employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Fremont National Forest**

INCLUDED: All professional employees of the Fremont National Forest, including temporary employees.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Gifford Pinchot National Forest**

INCLUDED: All professional employees of the Gifford Pinchot National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Malheur National Forest**

INCLUDED: All professional employees of the Malheur National Forest with appointments of more than 30 days.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Mt. Baker-Snoqualmie National Forest**

INCLUDED: All professional employees of the Mt. Baker-Snoqualmie National Forest with appointments of more than 30 days.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Mt. Hood National Forest**

INCLUDED: All professional employees of the Mt. Hood National Forest, including employees of the Columbia River Gorge National Scenic Area.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Ochoco National Forest**

INCLUDED: All professional employees of the Ochoco National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Okanogan National Forest**

INCLUDED: All professional employees of the Okanogan National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, temporary employees, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Olympic National Forest**

INCLUDED: All professional employees of the Olympic National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Rogue River National Forest**

INCLUDED: All professional employees of the Rogue River National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Siskiyou National Forest**

INCLUDED: All professional employees of the Siskiyou National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Siuslaw National Forest**

INCLUDED: All professional employees of the Siuslaw National Forest, including temporary employees.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Umatilla National Forest**

INCLUDED: All professional employees of the Umatilla National Forest, including temporary employees.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Umpqua National Forest**

INCLUDED: All professional employees on the Umpqua National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Wallowa-Whitman National Forest**

INCLUDED: All professional employees of the Wallowa-Whitman National Forest, including all temporary professional employees, and all permanent part-time and permanent seasonal professional employees with continuing appointments.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Wenatchee National Forest**

INCLUDED: All professional employees of the Wenatchee National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, temporary intermittent and casual employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Willamette National Forest**

INCLUDED: All professional employees of the Willamette National Forest including temporary employees with appointments of 30 days or more.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Winema National Forest**

INCLUDED: All professional employees of the Winema National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 8 (SOUTHERN REGION)**

### **Regional Office**

INCLUDED: All professional employees of the Forest Service Southern Regional Office.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Caribbean National Forest**

INCLUDED: All professional employees of the Caribbean National Forest, Rio Piedras, Puerto Rico, including temporary employees with appointments of 90 days or more.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **National Forests in Florida**

INCLUDED: All professional employees of the National Forests in Florida.

EXCLUDED: All nonprofessional employees, supervisors, management officials, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Jefferson National Forest**

INCLUDED: All professional employees of the Jefferson National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, temporary employees serving under appointments of 90 days or less without expectation of continued employment, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **National Forests in North Carolina**

INCLUDED: All professional employees of the National Forests of North Carolina including regular seasonal or temporary employees.

EXCLUDED: All management officials, nonprofessional employees, supervisors, employees of the Schenck and Lyndon B. Johnson Civilian Conservation Centers, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Francis Marion and Sumter National Forests**

INCLUDED: All professional employees of the Francis Marion and Sumter National Forests.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 9 (EASTERN REGION)**

### **Chequamegon-Nicolet National Forests**

INCLUDED: All professional employees of the Chequamegon-Nicolet National Forests.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Hiawatha National Forest**

INCLUDED: All professional employees of the Hiawatha National Forest, including regular, seasonal and temporary employees of 30 days or more.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Huron-Manistee National Forest**

INCLUDED: All professional employees of the Huron-Manistee National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Shawnee National Forest**

INCLUDED: All professional employees of the Shawnee National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Superior National Forest**

INCLUDED: All professional employees of the Superior National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 10 (ALASKA)**

INCLUDED: All professional USDA Forest Service employees within the Alaska Region including the Regional Office, the Tongass National Forest and Chugach National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, temporary employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

**August 31, 2005**  
**DEPARTMENT OF AGRICULTURE**  
**U.S. FOREST SERVICE**  
**and**  
**NATIONAL FEDERATION OF FEDERAL EMPLOYEES**

**APPENDIX A**  
**Description of the Non-Professional Consolidated**  
**Unit**

**Ref.: Case No. 3-UC-60004, 9/29/86**  
**see also: 22-09407 (UC), 7/23/79**

## **WASHINGTON OFFICE**

### **Washington Office**

**INCLUDED:** All nonprofessional employees employed by and assigned to USDA Forest Service Headquarters and located in the metropolitan area, Washington, D.C.

**EXCLUDED:** All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Content Analysis Team**

**INCLUDED:** All Content Analysis Team nonprofessional employees employed by the Forest Service Headquarters in detached units outside the Washington, D.C. metropolitan area.

**EXCLUDED:** All management officials, Content Analysis Team professional employees employed by the Forest Service Headquarters in detached units outside the Washington, D.C. metropolitan area; supervisors; and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6), and (7).

### **Missoula Technology Development Center**

**INCLUDED:** All nonprofessional employees including those employed on temporary appointments of 6 months or longer assigned to the US Forest Service Missoula Technology Development Center, Missoula, Montana.

**EXCLUDED:** All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **RESEARCH**

### **Forest Products Laboratory**

**INCLUDED:** All nonprofessional employees of the Forest Products Laboratory including all permanent full time and part time WG employees, term and temporary employees with appointments of 90 days or more.

**EXCLUDED:** All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Pacific Southwest Forest and Range Experiment Station**

INCLUDED: All nonprofessional employees of the Pacific Northwest Forest and Range Experiment Station.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Rocky Mountain Research Station**

INCLUDED: All nonprofessional employees of the Rocky Mountain Research Station.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees with less than 90-day appointments and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **JOB CORPS**

### **Anaconda Civilian Conservation Center**

INCLUDED: All nonprofessional employees at the Anaconda Civilian Conservation Center, Anaconda, Montana.

EXCLUDED: All management officials, professional employees, temporary employees employed for less than 90 days, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Angell Job Corps Center**

INCLUDED: All nonprofessional employees of the Angell Job Corps Center, including temporary employees.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Blackwell Civilian Conservation Center**

INCLUDED: All nonprofessional employees of the Blackwell Civilian Conservation Center.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Cass Civilian Conservation Center**

INCLUDED: All nonprofessional employees of the Cass Civilian Conservation Center, Ozark-St. Francis National Forest.

EXCLUDED: All management officials, professional employees, supervisors, employees with appointments not to exceed 90 days, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Curlew Job Corps Center**

INCLUDED: All nonprofessional employees of the Curlew Job Corps Center.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees, casual employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Flatwoods Civilian Conservation Center**

INCLUDED: All nonprofessional employees of the Flatwoods Civilian Conservation Center, Cosburn, Virginia.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees serving under appointments of 90 days or less without expectation of continued employment, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Frenchburg Civilian Conservation Center**

INCLUDED: All nonprofessional employees of the Frenchburg Civilian Conservation Center, Mariba Kentucky.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Golconda Civilian Conservation Center**

INCLUDED: All nonprofessional employees of the Golconda Civilian Conservation Center.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Jacobs Creek Civilian Conservation Center**

INCLUDED: All nonprofessional employees of the Jacobs Creek Civilian Conservation Center located on the Cherokee National Forest.

EXCLUDED: All management officials, professional employees, supervisors, all other employees of the Cherokee National Forest, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Ouachita Civilian Conservation Center**

INCLUDED: All nonprofessional employees, of the Ouachita Civilian Conservation Center, Ouachita National Forest.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees with appointments not to exceed 90 days, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Pine Knot Job Corps Center**

INCLUDED: All permanent full time and part time nonprofessional employees of the Pine Knot Job Corps Center, Pine Knot Kentucky.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Timberlake Job Corps Center**

INCLUDED: All nonprofessional employees of the Timberlake Job Corps Center.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Trapper Creek Civilian Conservation Center**

INCLUDED: All nonprofessional employees of the Trapper Creek Civilian Conservation Center with continuing appointments.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Wolf Creek Job Corps Center**

INCLUDED: All nonprofessional employees of the Wolf Creek Job Corps Center.

EXCLUDED: All management officials, professional employees, supervisors, employees of the Wolf Creek Job Corps Center who are serving temporary appointments, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 1 (NORTHERN REGION)**

### **Regional Office**

INCLUDED: All nonprofessional employees of the U.S. Forest Service Regional Office, Missoula, Montana, with continuing appointments of 6 months or longer including those in the excepted indefinite, excepted conditional and temporary appointments.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Aerial Fire Depot**

INCLUDED: All permanent nonprofessional employees of the Aerial Fire Depot.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Regional Field Services Facility**

INCLUDED: All permanent, full time nonprofessional employees of the Regional Field Services Facility, Missoula, Montana, including permanent seasonal employees with more than 6 month terms.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Beaverhead-Deerlodge National Forest**

INCLUDED: All nonprofessional employees of the Beaverhead-Deerlodge National Forest with appointment guarantees of 13 pay periods per year or more.

EXCLUDED: All management officials, professional employees, temporary employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Bitterroot National Forest**

INCLUDED: All nonprofessional employees of the Bitterroot National Forest with continuing appointments.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Clearwater National Forest**

INCLUDED: All nonprofessional employees of Clearwater National Forest with continuing appointments.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Flathead National Forest**

INCLUDED: All nonprofessional employees of the Flathead National Forest.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Helena National Forest**

INCLUDED: All nonprofessional employees of the Helena National Forest with permanent or continuing appointments.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Idaho Panhandle National Forests**

INCLUDED: All nonprofessional employees of the Idaho Panhandle National Forests including all regular seasonal temporary employees and the temporary intermittent employees of the nursery.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Kootenai National Forest**

INCLUDED: All nonprofessional employees of the Kootenai National Forest.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Lewis and Clark National Forest**

INCLUDED: All nonprofessional employees, including regular seasonal employees, of the Lewis and Clark National Forest.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees with an expectation of employment of less than 90 days, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Lolo National Forest**

INCLUDED: All nonprofessional employees of the Lolo National Forest with continuing appointments, including employees at Missoula, Ninemile, Plains, Seeley Lake, Superior and Thompson Falls Ranger Districts.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Nez Perce National Forest**

INCLUDED: All nonprofessional employees of the Nez Perce National Forest, including temporary and term employees.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 2 (ROCKY MOUNTAIN REGION)**

### **Regional Office**

INCLUDED: All full time and part time nonprofessional employees employed by the Forest Service Regional Office located in Lakewood, Colorado, including regional office personnel assigned to other locations in Colorado and temporary employees expected to be employed for more than 90 days.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Bighorn National Forest**

INCLUDED: All nonprofessional employees of the Bighorn National Forest.

EXCLUDED: All management officials, professional employees, supervisors, temporary and term employees with continued expectation of employment of 90 days or less, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Black Hills National Forest**

INCLUDED: All nonprofessional employees of the Black Hills National Forest.

EXCLUDED: All management officials, professional employees, supervisors, employees of the Boxelder Civilian Conservation Center, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Rio Grande National Forest**

INCLUDED: All nonprofessional employees of the Rio Grande National Forest.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **White River National Forest**

INCLUDED: All nonprofessional employees of the White River National Forest.

EXCLUDED: All management officials, professional employees, supervisors, temporary and term employees with less than 90 day appointments, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 3 (SOUTHWESTERN REGION)**

### **Carson National Forest**

INCLUDED: All nonprofessional employees of the Carson National Forest with an employment expectation of 90 days or more.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Coronado National Forest**

INCLUDED: All nonprofessional employees of the Coronado National Forest with an employment expectation of 90 days or more.

EXCLUDED: All management officials, professional employees, supervisors, seasonal supervisors during that portion of the year when they exercise supervisory authority, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Coconino National Forest**

INCLUDED: All nonprofessional employees of the Coconino National Forest including temporary employees.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Kaibab National Forest**

INCLUDED: All nonprofessional employees of the Kaibab National Forest, including seasonal supervisors during those periods when they do not function as supervisors, and including employees appointed under the student employment programs with expectation of continued employment of 90 days or more.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees with appointments of 90 days or less, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Tonto National Forest**

INCLUDED: All nonprofessional employees of the Tonto National Forest with continuing appointments in excess of one year or temporary appointments for more than 90 days.

EXCLUDED: All management officials, professional employees, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 4 (INTERMOUNTAIN REGION)**

### **Regional Office**

**INCLUDED:** All full-time and less than full-time (with 6 months or more tour of duty) nonprofessional employees of the Intermountain Region, USDA Forest Service, Ogden, Utah, and detached units located at: Boise, Idaho; Twin Falls, Idaho; Salt Lake City, Utah; Provo, Utah; South Weber, Utah; Clearfield, Utah; and Carson City, Nevada.

**EXCLUDED:** All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Boise National Forest**

**INCLUDED:** All nonprofessional employees employed by the Boise National Forest.

**EXCLUDED:** All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Bridger-Teton National Forest**

**INCLUDED:** All nonprofessional employees of the Bridger-Teton National Forest.

**EXCLUDED:** All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Challis National Forest**

**INCLUDED:** All nonprofessional employees of the Challis National Forest with continuing appointments.

**EXCLUDED:** All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Dixie National Forest**

**INCLUDED:** All nonprofessional employees of the Dixie National Forest.

**EXCLUDED:** All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Manti-LaSal National Forest**

INCLUDED: All nonprofessional employees of the Manti-LaSal National Forest.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Payette National Forest**

INCLUDED: All career and career conditional nonprofessional employees of the Payette National Forest with the following tours of duty: permanent full time, part time with 1040 hours or more scheduled per year, and permanent seasonal with a 13 pay period or more minimum guaranteed schedule of full time work.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Salmon National Forest**

INCLUDED: All permanent full-time and permanent part-time nonprofessional employees of the Salmon National Forest.

EXCLUDED: All management officials, nonprofessional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 5 (PACIFIC SOUTHWEST REGION)**

### **Regional Office**

INCLUDED: All nonprofessional employees of the Region 5 Regional Office of the USDA Forest Service, including all employees employed by the regional office and assigned to other locations within the region.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Angeles National Forest**

INCLUDED: All nonprofessional employees of the Angeles National Forest including temporary employees with appointments of 1 year or more.

EXCLUDED: All management officials, professional employees, supervisors, permanent employees appointed for less than 13 full time pay periods per year, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Eldorado National Forest**

INCLUDED: All nonprofessional employees of the Eldorado National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Inyo National Forest**

INCLUDED: All nonprofessional employees of the Inyo National Forest.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Klamath National Forest**

INCLUDED: All nonprofessional employees of the Klamath National Forest including regular seasonal employees and supervisor during that portion of the year they exercise no supervisory authority.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees whose appointments do not exceed 30 days, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Lassen National Forest**

INCLUDED: All nonprofessional employees of the Lassen National Forest.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Lake Tahoe Basin Management Unit**

INCLUDED: All nonprofessional employees of the Lake Tahoe Basin Management Unit.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Los Padres National Forest**

INCLUDED: All nonprofessional employees of the Los Padres National Forest.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Mendocino National Forest**

INCLUDED: All nonprofessional employees of the Mendocino National Forest.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Modoc National Forest**

INCLUDED: All nonprofessional employees of the Modoc National Forest including all regular seasonal employees and seasonal supervisors during that period of the year when they exercise no supervisory authority.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Plumas National Forest**

INCLUDED: All nonprofessional employees of the Plumas National Forest.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **San Bernardino National Forest**

INCLUDED: All nonprofessional employees of the San Bernardino National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Sequoia National Forest**

INCLUDED: All nonprofessional employees of the Sequoia National Forest.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Shasta Trinity National Forest**

INCLUDED: All nonprofessional employees of the Shasta Trinity National Forest.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Six Rivers National Forest**

INCLUDED: All nonprofessional employees of the Six Rivers National Forest.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 6 (PACIFIC NORTHWEST REGION)**

### **Regional Office**

INCLUDED: All nonprofessional employees of the Pacific Northwest Regional Office.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees, employees of the mail room and reproduction unit, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Colville National Forest**

INCLUDED: All nonprofessional employees of the Colville National Forest.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees, casual employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Deschutes National Forest**

INCLUDED: All career and career conditional nonprofessional employees of the Deschutes National Forest with tours of duty of 13 pay periods or more.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Fremont National Forest**

INCLUDED: All nonprofessional employees of the Fremont National Forest.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Gifford Pinchot National Forest**

INCLUDED: All nonprofessional employees employed by the Gifford Pinchot National Forest.

EXCLUDED: All management officials, professional employees, supervisors, casual and intermittent employees, seasonal employees with no reasonable expectancy of reemployment, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Malheur National Forest**

INCLUDED: All nonprofessional employees of the Malheur National Forest with appointments of more than 30 days.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Mt. Baker-Snoqualmie National Forest**

INCLUDED: All nonprofessional employees of the Mt. Baker-Snoqualmie National Forest with appointments of more than 30 days.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Mt. Hood National Forest**

INCLUDED: All nonprofessional employees of the Mt. Hood National Forest, including employees of the Columbia River Gorge National Scenic Area.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Ochoco National Forest**

INCLUDED: All nonprofessional employees of the Ochoco National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Okanogan National Forest**

INCLUDED: All nonprofessional employees of the Okanogan National Forest, including temporary employees.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Olympic National Forest**

INCLUDED: All nonprofessional employees of the Olympic National Forest.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Rogue River National Forest**

INCLUDED: All nonprofessional employees of the Rogue River National Forest.

EXCLUDED: All management officials, professional employees, supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Siskiyou National Forest**

INCLUDED: All nonprofessional employees of the Siskiyou National Forest.

EXCLUDED: All management officials, professional employees; supervisors, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Siuslaw National Forest**

INCLUDED: All nonprofessional employees of the Siuslaw National Forest, including temporary employees.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Umatilla National Forest**

INCLUDED: All nonprofessional employees of the Umatilla National Forest, including non- professional permanent seasonal employees working less than 20 pay periods per year and all non-professional temporary employees.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Umpqua National Forest**

INCLUDED: All nonprofessional employees on the Umpqua National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Wallowa-Whitman National Forest**

INCLUDED: All nonprofessional employees of the Wallowa-Whitman National Forest, including employees on permanent part-time appointments and permanent seasonal continuing appointments.

EXCLUDED: All management officials, professional employees, supervisors, all temporary nonprofessional employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Wenatchee National Forest**

INCLUDED: All nonprofessional employees of the Wenatchee National Forest.

EXCLUDED: All management officials, professional employees, supervisors, temporary intermittent and casual employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Willamette National Forest**

INCLUDED: All nonprofessional employees of the Willamette National Forest including temporary employees with appointments of 30 days or more.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Winema National Forest**

INCLUDED: All nonprofessional employees of the Winema National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 8 (SOUTHERN REGION)**

### **Regional Office**

INCLUDED: All nonprofessional employees of the Forest Service Southern Regional Office.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Alabama National Forests**

INCLUDED: All nonprofessional employees of the National Forests in Alabama.

EXCLUDED: All management officials, professional employees, supervisors, employees with appointments of 90 days or less, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Caribbean National Forests**

INCLUDED: All nonprofessional employees of the Caribbean National Forest, Rio Piedras, Puerto Rico, including temporary employees with appointments of 90 days or more.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Chattahoochee-Oconee National Forest**

INCLUDED: All nonprofessional employees of the Chattahoochee-Oconee National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Cherokee National Forest**

INCLUDED: All nonprofessional employees of the Cherokee National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Daniel Boone National Forest**

INCLUDED: All nonprofessional employees of the Daniel Boone National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **George Washington National Forest**

INCLUDED: All nonprofessional employees of the George Washington National Forest.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees serving appointments of 90 days or less, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **International Institute of Tropical Forestry**

INCLUDED: All nonprofessional employees of the International Institute of Tropical Forestry, Rio Piedras, Puerto Rico.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Jefferson National Forest**

INCLUDED: All nonprofessional employees of the Jefferson National Forest.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees serving under appointments of 90 days or less without expectation of continued employment, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **National Forests in North Carolina**

INCLUDED: All nonprofessional employees of the National Forests of North Carolina including regular seasonal or temporary employees.

EXCLUDED: All management officials, professional employees, supervisors, employees of the Schenck and Lyndon S. Johnson Civilian Conservation Centers, 30 day special need employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Francis Marion and Sumter National Forests**

INCLUDED: All nonprofessional employees of the Francis Marion and Sumter National Forests.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Ozark-St. Francis National Forest**

INCLUDED: All nonprofessional employees of the Ozark-St. Francis National Forest.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees with appointments not to exceed 90 days, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 9 (EASTERN REGION)**

### **Regional Office**

INCLUDED: All nonprofessional employees of the U.S. Forest Service Eastern Regional Office.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Chequamegon-Nicolet National Forests**

INCLUDED: All nonprofessional employees of the Chequamegon-Nicolet National Forests.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

### **Hiawatha National Forest**

INCLUDED: All nonprofessional employees of the Hiawatha National Forest, including regular, seasonal and temporary employees of 30 days or more.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Huron-Manistee National Forest**

INCLUDED: All nonprofessional employees of the Huron-Manistee National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Ottawa National Forest**

INCLUDED: All nonprofessional employees of the Ottawa National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Shawnee National Forest**

INCLUDED: All nonprofessional employees of the Shawnee National Forest, including temporary employees.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **Superior National Forest**

INCLUDED: All nonprofessional employees of the Superior National Forest.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

## **REGION 10 (ALASKA)**

INCLUDED: All nonprofessional USDA Forest Service employees within the Alaska Region including the Regional Office, the Tongass National Forest and Chugach National Forest.

EXCLUDED: All management officials, professional employees, supervisors, temporary employees, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).



**APPENDIX B**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF AGRICULTURE  
AND  
NATIONAL FEDERATION OF FEDERAL EMPLOYEES  
FEDERAL DISTRICT 1  
International Association of Machinists and  
Aerospace Workers (IAMAW)**

The Parties to this memorandum, the National Federation of Federal Employees, Federal District 1, IAMAW hereinafter referred to as NFFE-IAM, and the U.S. Department of Agriculture, hereinafter referred to as USDA, enter into this agreement for the purpose of establishing a mutually beneficial dues withholding agreement.

1. This Memorandum of Understanding is subject to and governed by 5 USC 7115, by regulations issued by the Office of Personnel Management (5 CFR 550.301, 550.311, 550.312, 550.321 and 550.322), and will be modified as necessary by any future amendments to said rules, regulations and law.

2. Any employee of the USDA who is included in a NFFE-IAM bargaining unit may make a voluntary allotment for the payment of dues to the NFFE-IAM. This Memorandum of Understanding shall be made a part of every current and future Local and National agreement as agreed to by the Local or National Parties, and shall be the only authorized method for obtaining dues withholding.

3. The employee shall obtain SF-1187, "Request for Payroll Deductions for Labor Organization Dues", from NFFE-IAM and shall file the completed SF-1187 with the designated NFFE-IAM representative. The employee shall be instructed by NFFE-IAM to complete the top portion and Part B of the form. No number shall appear in block 2 of the form except the employee's Social Security number.

4. The President or other authorized official of the Local Union or the National Secretary-Treasurer will certify on each SF-1187 that the employee is a member in good standing of NFFE-IAM; insert the amount to be withheld, and the appropriate Local number; and submit the completed SF-1187 to the Servicing Personnel Office of the USDA Agency involved. The Servicing Personnel Office shall certify the employee's eligibility for dues withholding, insert the NFFE-IAM code (01) and, process it with the National Finance Center within five (5) work days after receipt, with dues deductions becoming effective as of the beginning of the first full pay period after it is processed. The Servicing Personnel Office will forward a copy of the SF-1187 to the NFFE-IAM National Treasurer at 1016 16th Street, N.W., Washington, D.C. 20036, after it is processed.

5. Deductions will be made each pay period by the NFC and remittances will be made promptly each pay period to the National Office of the NFFE-IAM. The NFC shall also promptly forward to NFFE-IAM, a listing of dues withheld via electronic means, e.g. CD. The listing shall be segregated by Local and shall show the name of each member employee from whose pay dues was withheld, the employee's Social Security number, the amount withheld, the code of the employing agency, and the number of the Local to which each employee belongs. Each Local listing shall be summarized to show the number of members for whom dues were withheld, total

amount withheld, and amount due to Local. Each list will also include the name of each employee member for that Local who previously made an allotment for whom no deduction was made that pay period, whether due to leave without pay or other cause. Such employees shall be designated with an appropriate explanatory term.

6. The amount of dues certified on the SF-1187 by the authorized Union official (see Section 4) shall be the amount of regular dues, exclusive of initiation fees, assessment, back dues, fines, and similar charges and fees. One standard amount for all employees or different amounts of dues for different employees may be specified. If there should be a change in the dues structure or amount, the authorized Union official shall notify the appropriate Servicing Personnel Office. If the change is the same for all members of the Local, a blanket authorization may be used which includes only the Local number and the new amount of dues to be withheld. If the change involves a varying dues structure, the notification must include the Local number, the name and Social Security number of each member, and the new amount, of dues to be withheld for each member. The Servicing Personnel Office shall add the NFFE-IAM code (01) and promptly process the change with NFC. The change shall be effected at the beginning of the first full pay period after it is processed. Only one such change may be made in any six month period for a given Local.

7. An employee may voluntarily revoke an allotment for the payment of dues by completing SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues", or by memorandum in duplicate and submitting it to the appropriate Servicing Personnel Office. The Servicing Personnel Office shall process the revocation with NFC, with the change to become effective at the beginning of the first full pay period after September 1 of each year provided that the revocation was received by the Servicing Personnel Office on or before August 15 of that same year, and provided the employee verifies that he/she has had NFFE-IAM dues withheld for more than one year. The Servicing Personnel Office shall forward to the NFFE-IAM National Office a copy of each revocation received as appropriate notification of the revocation.

8. The USDA, through their Service Personnel Offices, will terminate an allotment:

- (a) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;
- (b) at the end of the pay period during which an employee member is separated or assigned to a position not included in a NFFE-IAM bargaining unit;
- (c) at the end of the pay period during which the Servicing Personnel Office receives a notice from the NFFE-IAM or a Local of NFFE-IAM that an employee member has ceased to be a member in good standing;

(d) annually during the first full pay period after September 1, after receipt of the employee member's written revocation of allotment (SF-1188 or memorandum in duplicate), provided that the revocation is received by the Servicing Personnel Office on or before August 15 of each year, and provided the employee verifies that he/she has had NFFE-IAM dues withheld for more than one year.

9. The Servicing Personnel Office and the employee members have a mutual responsibility to assure timely revocation of an employee's allotment for NFFE-IAM dues when the employee is promoted or assigned to a position not included in a bargaining unit represented by NFFE-IAM. If the dues allotments continue and the employee fails to notify his/her Servicing Personnel Office, the retroactive recovery of dues withheld from NFFE-IAM shall not be made.

10. The Parties to this Agreement recognize that problems may occur in the administration of this Agreement and the dues withholding program. The Parties agree to exchange names, addresses and telephone number of responsible officials and/or technicians of NFFE-IAM and USDA to facilitate resolution of problems. These individuals shall cooperate fully in an effort to resolve any issue relating to dues withholding under the terms of this Memorandum of Understanding.

11. This Memorandum of Understanding shall remain in effect for as long as NFFE holds exclusive recognition in USDA, except either Party may propose amendments at any time after the first anniversary date of the signing of this Agreement unless necessitated earlier by changes to law or regulation. This Memorandum may be incorporated into the Master Agreement between the U.S. Forest Service and the NFFE-IAM Forest Service Council and any other collective bargaining agreement between NFFE-IAM and a USDA activity upon mutual agreement of the Parties.

This Agreement becomes effective thirty (30) calendar days after it is signed by both Parties.

/s/ Ruthie Jackson  
Ruthie Jackson  
Director, Office of Human Capital Management  
U. S. Department of Agriculture

/s/ Richard N. Brown  
Richard N. Brown  
National President  
NFFE-IAM Federal District 1

Date signed: Dec 7, 2004

Date signed: 12-10-04

## APPENDIX C

### ACRONYMS USED IN THE MASTER AGREEMENT

AAA	American Arbitration Association
ADR	Alternative Dispute Resolution
AWOL	Absent Without Leave
AWS	Alternative Work Schedule
CEP	Career Enhancement Program
CFR	Code of Federal Regulations
CPR	Cardiac Pulmonary Resuscitation
CREA	Civil Rights Enforcement and Adjudication (USDA)
CTAP	Career Transition Assistance Program
CU	Clarification of Unit Petition
DOL	U.S. Department of Labor
EC	Electronic Communications System
ECP	Employment Complaints Program
EEO	Equal Employment Opportunity
EEOC	Equal Employment Opportunity Commission
EIP	Early Intervention Program
EMT	Emergency Medical Technician
FECA	Federal Employees Compensation Act
FLSA	Fair Labor Standards Act
FLRA	Federal Labor Relations Authority
FMCS	Federal Mediation and Conciliation Service
FPM	Federal Personnel Manual
FSM	Forest Service Manual
FSC	Forest Service Council, National Federation of Federal Employees
FSH	Forest Service Handbook
FSIP	Federal Services Impasses Panel
FSPC	Forest Service Partnership Council
FTR	Federal Travel Regulations
GAO	Government Accountability Office
IAMAW	International Association of Machinists and Aerospace Workers
IPP	Interagency Placement Program
ITTF	International Institute of Tropical Forestry
LE&I	Law Enforcement and Investigations
LMR	Labor-Management Relations
LWOP	Leave Without Pay
MSPB	Merit Systems Protection Board
NFFE	National Federation of Federal Employees
NWCG	National Wildfire Coordinating Group
OPF	Official Personnel Folder

OMB	U.S. Office of Management and Budget
OPM	U.S. Office of Personnel Management
OSHA	Occupational Safety and Health Administration
OWCP	Occupational Workers Compensation Program
PIP	Performance Improvement Period
PRH	DOL Policies and Requirements Handbook
PMP	Performance Management Program
PWS	Performance of Work Statement
RIF	Reduction-in-Force
RO	Regional Office
RSAC	Regional Special Agent in Charge
RVP	Regional Vice President, FSC
SWCRC	Servicewide Civil Rights Committee
TIPS	Training Integrated Personnel System
TOF	Transfer of Function
ULP	Unfair Labor Practice
VDT	Video Display Terminal
WAE	When Actually Employed
WO	Washington Office
USC	United States Code (Law)
USDA	U.S. Department of Agriculture
USDI	U.S. Department of the Interior
WGI	Within-Grade Increase
WRAPS	Workforce Reduction and Placement System

## **APPENDIX D**

### **COMPETITIVE AREAS TO BE USED FOR REDUCTION-IN-FORCE**

Management has determined that the competitive areas that it will use in the event of reduction-in-force will be:

- (1) Washington Office (WO) employees in the Washington, DC, metropolitan area compete within the metropolitan area by Deputy Chief program area or the Chief's program area, as applicable to their reporting structure.
- (2) Law Enforcement and Investigations employees located outside the Washington, DC, metropolitan area compete regionwide within Law Enforcement and Investigations.
- (3) Job Corps Center employees compete Centerwide. Job Corps employees in the Denver field office compete field office wide.
- (4) Employees of a regional office compete with other employees of that same regional office who are in the same commuting area.
- (5) Employees of a national forest compete with other employees of that same national forest who are in the same commuting area.
- (6) Employees of a research station compete with other employees of that same research station who are in the same commuting area.
- (7) Employees of the International Institute of Tropical Forestry (IITF) compete with employees of the IITF who are in the same commuting area.
- (8) Employees of State and Private Forestry in the Northeastern Area (NA) compete with other NA employees who are in the same commuting area.
- (9) When a position or group of positions is detached from its administrative unit (meaning only the following units: WO, regional office, national forest, station, NA, or IITF), employees in those positions will compete with other employees in the same commuting area and same administrative unit.



**ANNOTATION  
of the  
2005 MASTER AGREEMENT  
between the  
FOREST SERVICE and NFFE-FOREST SERVICE  
COUNCIL**

**INTRODUCTION**

The purpose of the Annotation is to provide both Parties with clarification of the intent of the language written in the contract or with background information about a given topic. It is understood that the Master Agreement itself prevails over language in this Annotation should there be a conflict between the two documents.

Only articles and sections thereof that need clarification are addressed in the Annotation.

**PREAMBLE**

The Preamble contains important provisions intended to reflect the Parties' desire to emphasize and reflect the tone of Labor-Management relations in the Forest Service; one that stresses partnership and which is characterized by interest-based problem solving. The Parties also recognize the importance of keeping an array of problem solving tools and techniques available to resolve issues that may arise. The signatures of both the Chief and the National Federation of Federal Employees-Forest Service Council (NFFE-FSC) President emphasize the personal commitment by the Parties to the contents of the Preamble.

**ARTICLE 1—Recognition (No Annotation)**

**ARTICLE 2—Implementation of the Agreement**

Article 44 from the 2000 Contract has been combined with Article 2.

**ARTICLE 3—Definitions**

**Section 7—Employee:** The “or otherwise recognized by the Parties during interim situations” means that the Parties may mutually agree to recognize an employee while waiting for a Federal Labor Relations Authority (FLRA) decision as to his or her Bargaining Unit status.

**Section 11.b—FSC Vice-Presidents:** The term, “Council Vice Presidents,” includes Union officials known as Regional Vice Presidents.

**Section 12—Local Management** on a national forest includes all levels of Management on the forest, not just the Forest Supervisor.

**Section 22—Supervisor:** The definition of “supervisor” comes directly from the Statute (5 U.S.C. 7103(a)(10)). The reason for inclusion of this definition is an attempt to minimize confusion over the appropriate definition of supervisor as it pertains to Labor-Management Relations.

## **ARTICLE 4—Employee Rights and Obligations**

**Section 3—**It is the employee’s responsibility to communicate with his or her supervisor before using official time to meet with his or her Union representative, file a pre-grievance notification, prepare a formal grievance, or exercise any other rights afforded in the contract.

If the employee and his or her supervisor are unable to reach agreement, the time allowed should generally not exceed 4 hours for meeting with the employee representative and preparing a pre-grievance notice and should generally not exceed 8 hours for the preparation and submission of a formal grievance.

**Section 4—**The Parties’ expectation is that the employee will typically be released from work at the time the request is made. However, it is recognized that in some cases, the employee’s workload may not allow the immediate release, and the release needs to be delayed until later that day or until another day. In these cases, the supervisor shall allow the use of the approved amount of time as soon as possible.

The required documentation when time is denied is intended to be as simple as an e-mail to the employee stating the requested number of hours, the date requested, a brief reason for the denial, and when the time will be granted.

**Section 8—**If a reassignment to a different supervisor is granted, the change of supervision will not necessarily have an effect on pending personnel actions (e.g., adverse action).

**Section 11—**If Management determines that the employee needs to travel to accomplish the Official Personnel File (OPF) review, the employee will be granted official time and travel expenses as necessary.

**Section 13.a—**The agency is responsible for the internal and external security, integrity, and enforcement of policy on use of telecommunications and information technology resources.

## ARTICLE 5—Union Rights and Representation

For recording time on their time and attendance (T&A) form, Union representatives use the following Transaction Codes:

35—Negotiations (limited to national-level negotiations)

36—Mid-term negotiations under Article 11 (all regional and forest level)

37—All contract administration and representational activities (including partnership activities) except negotiations and grievances/appeals/complaints

38—Representation activities for the Union or employees in grievances/appeals/complaints

**Section 1**—The Union’s obligation to represent the interests of all Bargaining Unit employees does not require the Union to pursue employee concerns that the Union determines to be without merit; the law merely prohibits the Union from discriminating on the basis of Union membership (i.e., paying dues) or lack of membership. Management officials should avoid any involvement in any alleged violations of this Union obligation, as it is a matter between the Union and the Bargaining Unit employees.

Case decisions allow the Union to refuse to represent nonmembers (employees who do not pay dues) in situations where employees are entitled by law/regulation to a personal representative of their choice, such as oral/written replies to adverse actions, Merit System Protection Board (MSPB) appeals/Equal Employment Opportunity (EEO) complaints, and court cases. The Union’s obligation to represent all employees without regard to Union membership applies only where the Union is the exclusive representative (e.g., the negotiated grievance procedure).

**Subsection 1.d**—The Parties’ intent is that all designations will be in writing and the Union is responsible for keeping these designations current. Management will follow the most current designations they have been given in writing.

**Subsection 1.d.2**—The language reflects the Council Vice President organization of the FSC and the scope of his or her authority to be the contact for matters concerning conditions of employment “for his or her designated management units.” The Vice Presidents are automatically the alternates when a Local Union representative has not been designated.

**Subsection 1.d.3**—All Union representatives must be designated in writing. Designated contacts means that the written designation will identify the particular duties and jurisdiction of each representative with sufficient clarity so that managers will know which representative is responsible for which representational function(s) and at which location(s).

**Section 2**—The right to represent employees in any grievance filed under the negotiated grievance procedure in Article 9 is exclusively that of the Union. Employees may choose to represent themselves, in which case Management must notify the Union of the grievance and provide an opportunity for the Union to be a party to all discussions between Management and the grieving employee(s).

**Section 3**—There is no requirement that designated representatives be employees of the same forest, district, work location, or shift they are designated to represent. One individual may be responsible for more than one function or location. In these cases, it is particularly important to encourage use of phones, mail, electronic communication, etc., to avoid unnecessary travel and unreasonable amounts of official time. If there is a qualified and available representative at the same work location, and the Union provides a representative from another work location, Management is under no contractual obligation to pay travel and per diem above that which would have been paid had the Local.

**Section 4**—The statutory definition of “formal discussion” is found in 5 U.S.C. 7114(a)(2)(A). Discussions can be a formal discussion if they cover any grievance, personnel policy or practice, or other general conditions of employment that may affect the Bargaining Unit; but meetings on topics such as timber harvest practices that do not concern any of the above are not formal discussions. The obligation of Management in regard to formal discussions is the requirement to notify the Union in advance so they may be present at the meeting. The Union may make its own determination of potential impacts to the Bargaining Unit and participate when it deems appropriate. The invitation (notice) goes to the Local Union steward designated for the area per Section 1.d. As noted in Section 1.d, the Union has the right to designate a different representative to attend the meeting. If the Union is properly notified and declines or fails to show up, the meeting may proceed without their participation.

The Parties recognize that some meetings held to resolve EEO complaints may be formal discussions. However, the case law is evolving with respect to Union statutory rights to attend formal EEO complaint resolution meetings. Nothing here is intended to limit Union rights under the Statute with respect to EEO complaint resolution meetings. Also see Article 25.6 regarding notification and negotiation obligations under Article 11.

Case law clearly identifies certain discussions as not being formal discussions:

- (1) Individual counseling sessions.
- (2) Meetings at which the employee is disciplined.
- (3) Fact-finding or investigative meetings unrelated to a grievance (but these may be “Weingarten” meetings under Article 4.2.b(1).
- (4) Meetings to discuss employee job performance
- (5) Meetings called to deliver work instructions or discuss job assignments.

**Subsection 5.a.2**—Examples of these types of functions are providing advice and assistance to Bargaining Unit employees regarding their rights and obligations, representing the Labor organization during examinations in connection with investigations pursuant to 5 U.S.C., Section 7114(a)(2)(B), representing the Labor organization in formal discussions pursuant to 5 U.S.C., 7114(a)(2)(A), or participating in Partnership activities.

**Subsection 5.a.8**—Examples of this type of function are providing information, providing or receiving advice and guidance on case handling, responding to management positions, etc.

**Subsection 5.a.9**—The key requisite for a lobbying activity to be considered a representational function under the Statute is that such lobbying pertains to legislation that would directly impact working conditions of employees represented by the Union official. In addition to limitations under law and applicable case law, the Parties have agreed to establish specific parameters (Section 5.d) that must be met for official time and travel to be authorized. This subsection does not preclude Union officials from lobbying in their Union capacity during off-duty time.

**Subsection 5.b**—The Parties recognize that there are cases where the Union may choose to designate an official other than the Local official, including officials who are not employees, to handle particular matters. The Union is expected to communicate with the proper Management official any travel and/or per diem that will be requested and that needs to be approved prior to commencement. Factors to be considered in approving travel and/or per diem include, but are not limited to:

- (1) Cases of major actions.
- (2) The designated Union representative is not available.
- (3) The designated Union representative is not qualified to deal with the representational need.
- (4) Representational need calls for specialized skills.
- (5) Promotion of efficient and proper administration of the agreement.

**Subsection 5.c**—This provision only applies to permanent seasonal employees who are designated Union representatives. This is not a full-employment provision for those employees, nor does it entitle representatives to receive overtime or compensatory time for performing representative functions. Note requirement for mutual agreement.

**Subsection 5.d.1**—The focal point for Union lobbying is the FSC Executive Board. The “designee” could be any Union official. Coordination between the Parties, i.e., who is designated, the amount of official time needed, etc., will take place between the National Parties. Management needs to communicate with intermediate and local level Management regarding who has been designated, lobbying and travel dates, amount of time needed, etc.

**Subsection 5.d.2**—“The annual Union-sponsored Congressional contact meetings” would typically be the International Association of Machinists Conference. Any unused hours from the 320-hour bank cannot be carried over to the next calendar year.

**Subsection 6.a**—The process given in this section does not exclude the ability for Union representatives and their supervisors to craft a mutually agreed upon alternative process. In the second sentence, “alternate arrangements” means the arrangements are mutually acceptable to the Union representative and the supervisor.

If Management cannot release the designated Union official, and it is in the mutual interest of the Parties to allow another Union official to handle the matter as described in Section 5.5(b), then Management will pay travel and per diem per Section 3.

## **ARTICLE 6—Management Rights**

**Section 1**—The previous contract language on “Government regulations” has been moved to Article 2, Section 3.

## **ARTICLE 7—Union Use of Official Facilities and Services**

**Section 1.c**—The intent of the term “cost considerations” is to factor in the costs of the exclusive space. There are situations, such as the costs of adding space to a facility solely for a Union office, or providing more space when building a new facility, etc., where the high cost of such space makes it prohibitive.

While exclusive office space may be secured, Management must have the capability to access the space in the event of an emergency or for legitimate security/law enforcement reasons and will have keys for these purposes. Except in emergency or law enforcement situations, Management will notify the responsible Union official prior to entry. The Union is not authorized to install their own locks on the office space or on Government-owned equipment/furniture (i.e., file cabinets, desk drawers, etc.).

Consideration may also include instances where the Union representative has his or her own regular office that also can serve dual purposes as exclusive Union office space.

**Subsection 2.c.2**—Under current law, FSC Executive Board members or their designees may use official time and Government equipment for lobbying Congress on issues relating to conditions of employment. However, it is not appropriate for other Union officials to use official time for contacting Congressional Representatives or other lobbying of Congress due to Hatch Act and other statutory restrictions. Use of Government equipment, such as FAX machines, telephones, etc., by Local Union officials for purposes of lobbying Congress is an appropriate topic for local-level negotiations.

**Subsection 4.b**—The language “and/or space” means space on an existing bulletin board.

**Subsection 4.c**—Local arrangements regarding Intranet sites that exist between the Parties at the time this Master Agreement becomes effective are not affected by this section.

The intent of the Parties is that the time needed for establishing and maintaining the corporate Intranet will take a minimal amount of time.

## **ARTICLE 8—Collaborative Labor-Management Relations and Partnership**

**Section 1**—See the Forest Service Partnership Guide for a full explanation of the role and operation of partnership councils, interest-based problem solving, and consensual decisionmaking.

**Section 3, Resources**—The Parties recognize that a line unit may have both a Labor-Management Committee and a Partnership Council. The scope of a Labor-Management Committee is usually more narrow than that of a Council. The intent here is not to establish forums with functions that overlap, but rather to keep the communication channels open through whatever means the local Parties support or find to be effective. Only Union representatives can represent Bargaining Unit interests on Labor-Management Committees.

## **ARTICLE 9—Grievance Procedure**

The person with the complaint is encouraged to start the grievance process as soon as they have a complaint so that resolution can happen as soon as possible.

**Subsection 4.d**—Only initial appointments are excluded from the grievance procedure.

**Subsection 5.a**—This section affirms the Parties’ intent that the use of the informal grievance process does not constitute a formal election of forum. Issues that are not resolved through the pre-grievance process may still be taken to other issue resolution forums such as EEO, MSPB, or FLRA. The Parties should be mindful of timeframes for these processes because as the pre-grievance procedure does not extend timeframes for other forums.

**Subsection 5.d**—The individual receiving the pre-grievance notification will need to promptly review the issue, decide which Management official has the authority to resolve it, and then forward the notification to that official so that they can attempt resolution. Complainant is encouraged to submit a copy of grievance to Servicing Human Resource Official (SHRO).

**Subsection 5.f—Dispute Resolution Processes**—Examples are meeting(s) between the appropriate Parties, a facilitated meeting, mediation, the agency’s formal ADR program, etc. The grievant may file a formal grievance at the end of the pre-grievance time period.

**Subsection 5.g**—The formal grievance may be filed sooner than the end of the 21-day pre-grievance period, if the grievant and responding official agree that the issue cannot be resolved at the pre-grievance stage. In this case, a simple statement that the Parties were not able to reach agreement and the date is all that is needed to document this fact.

**Subsection 5.h**—The settlement agreement will resolve all issues in the matter and no further action is needed. For example, if there are four issues in the complaint, and a settlement is signed, then all four issues are considered resolved and a formal grievance will not be filed. If two of the four are all that can be resolved, then there is no settlement and all four issues can then be submitted in a formal grievance. The intent is to have all appropriate people involved in the resolution so that the complaint can be settled (i.e., the forest supervisor may need to involve a first line supervisor, a district ranger, and a subject matter expert in the regional office to resolve the complaint).

**Subsection 6.a**—A prior written grievance regarding the same issue usually “bars” an MSPB appeal or formal EEO complaint. The employee may appeal the formal grievance or arbitration decision to MSPB or EEOC as provided for in their regulations.

A prior grievance does not bar a “whistleblower” appeal to the Office of Special Counsel or “individual right of action” appeals to MSPB arising from whistleblower allegations. If a “whistleblower” appeal is filed and accepted by MSPB while a similar grievance is in progress, the grievance will be cancelled per the last sentence of Section 7.a.3.

A prior MSPB appeal or formal (not informal) EEO complaint will bar a grievance over the same issue.

**Subsection 6.b**—If documents are provided through hard copy mail only, then the 21-day timeframes given in the contract for the grievance and the grievance response starts the day after the postdate on the hard copy mail (or the confirmation/transaction dates if Fed Ex or UPS, etc.).

**Subsection 6.d**—For adverse actions and performance decisions, the 30-day timeframe allows the grievance timeframe and the MSPB timeframe to be the same. The deciding official for these kinds of formal grievances will be at or above the organizational level of the deciding official for the disciplinary action.

**Subsection 7.a**—The deciding official should not be the same individual as the pre-grievance responding official.

**Subsection 8.a**—The Parties are encouraged to transmit grievance correspondence in an efficient manner, including the use of electronic delivery. Ideally, “transmittal” should be done in such a way that it can be verified. Additionally, because the timeframes are based upon date of transmittal, Parties involved in grievance proceedings are encouraged to provide for “back-up” during times when they expect to be away from the office for an extended period of time.

**Subsection 8.f**—“Mitigating Circumstances” are when the Parties recognize that there may be situations that could cause an exception to the responding official’s liability for the arbitrator’s fees and expenses if the timelimits are not met. While the Parties believe such determinations will have to be made in the context of a given situation, and that the burden is on the late Party to convince the other Party, or Arbitrator, that the circumstances warrant consideration, the Parties generally interpret the clause to be an unusual situation that effectively prevents the responding official from meeting the deadline. The mere absence of a responding official from his or her office is not automatically or usually a “mitigating circumstance.”

## **ARTICLE 10—Arbitration**

**Subsection 1.a**—The party invoking arbitration must request a panel of arbitrators prior to invoking arbitration so that a copy of the panel request may be included with the letter invoking arbitration.

For the last sentence, “mitigating circumstances,” the Parties recognize there may be circumstances that arise that could cause the Party invoking arbitration to miss the timelimit. While the Parties believe that the determination of whether a mitigating circumstance exists will have to be made in the context of a given situation, and that the burden is on the late Party to convince the other Party, or

Arbitrator, that the circumstance warrants consideration, the Parties generally interpret the clause to be an unusual situation that effectively prevents the Party from meeting the deadline. If the grievance is taken to arbitration and the invocation is found to be untimely, then the invoking Party is liable for the arbitrator's fees and expenses.

**Subsection 1.b**—Note that the use of ADR is to be requested AFTER the invoking of arbitration.

**Subsection 5.c**—5 U.S.C. 7701(g) provides that an agency pays attorney fees if the employee is the prevailing party and the arbitrator determines that payment by the agency is warranted in the interest of justice. This includes any case in which a prohibited personnel practice was engaged in by the agency, or any case in which the agency's action was clearly without merit.

**Subsection 7**—The party requesting that a separate arbitrator hear the threshold issue when they know one exists, should do so prior to the initiation of the proceedings on either the threshold issue or the merits.

## **ARTICLE 11—Negotiations**

**General Comment:** The previous Master Agreement contained Subsection 1.b, "Changes to Organizations." This subsection has been edited and moved to Article 31.

**Section 1**—If the agency receives a request to negotiate over a proposal that they believe is "covered by" current agreements, including the Master Agreement, the agency may elect not to negotiate the issue again. The agency should inform the Union that they believe that the proposal is already "covered by" negotiated provisions in the Master Agreement or other negotiated agreement.

**Section 2**—Examples of negotiations that could be appropriate at local levels are parking, lunchtime meetings, lunch and breakroom facilities and arrangements, facilities for daycare centers per Public Laws 99-190, facilities for dependent care centers if allowed by law or regulations, physical fitness centers provide through Wellness Committees/Programs, transit subsidies, and the impact and implementation of changing office/work facility conditions.

**Subsection 2.d**—As an example of delegation of authority, a FSC Regional Vice President can choose to delegate authority to a Local to bargain in cases where an issue involves two or three national forests in a region.

**Subsection 2.e**—"Including dispute resolution agreements" clarifies that if the terms of dispute resolution agreements impact the Bargaining Unit, then there is a notification obligation for potential bargaining. This obligation must be met before implementation.

**Section 3**—The Parties are encouraged to agree to the groundrules as expeditiously as possible. They are also encouraged to avoid going to impasse over the contents of groundrules. A groundrule [template](#) has been created for use by both Parties to facilitate the development of groundrules.

Within the midterm negotiation process, the National Parties' preference is to use interest-based negotiations (IBN) versus traditional negotiation methods and would like the Parties at lower levels to prefer this method as well. If the result of the IBN is not consensus, the Parties will still have a much clearer understanding of the issues, concerns, problems, and interests of each other in order to narrow the negotiations gap and increase the likelihood of reaching agreement.

The Parties' intent is for negotiations to be held through the most economical and efficient means. This includes e-mail, telephone, "Sametime," video conferences, etc., as well as meeting face to face.

## **ARTICLE 12—Prenotification of Unfair Labor Practice Charge**

Not Re-opened, No Annotation Needed

## **ARTICLE 13—Orientation of Employees**

**Section 6**—The time provided to the Union for meeting and speaking with employees cannot be used for internal Union business such as soliciting members or recruiting stewards. Appropriate subject matter includes, among other things, the exclusive role of the Union in representing employees, the existence and impact of any negotiated agreements, and the grievance procedure.

## **ARTICLE 14—Position Description and Classification**

**Section 1**—There is a key difference between the assignment of on-going (regular and recurring) duties required to be performed in the described position and those duties that are temporary or short term in nature (see Article 16.6). Supervisors and employee are not expected to be experts in position classification. However, they should focus on development of an inclusive description of the tasks or groups of tasks that occupy approximately 20-25 percent or more of the employee's time and that accurately reflects what the employee is assigned to do. They should then let the classification process determine what is series and grade controlling. The intent here is not to eliminate the flexibility of assigning undescribed "other duties," but to assure that duties that affect an employee's pay rate are included.

Examples of "duties that require special training, performance, or credentials" would include, but are not limited to, those that require the employee to be subject to drug testing or that require specialized training to handle hazardous materials or to obtain blaster certification.

**Subsection 2.a**—If the supervisor wishes to revise the position description (PD) by changing major duty(ies) which results in a need for reclassification, then the process given in Subsections 3b-f must be followed.

**Subsections 3.a and 3.b**—These are the procedures to be followed if the PD needs to be revised. Subsection 3.a is used if the employee is initiating the PD review, and sets a 30-day timelimit for the supervisor and employee to complete the review. Subsection 3.b is used if Management initiates the review. If the employee and supervisor cannot agree on the content of the PD, the employee may grieve the accuracy of the PD.

**Subsection 3.c**—This section sets a timeframe for the classification of a PD to be completed, regardless of whether the employee or Management initiated the changes to the PD. It is expected that all classification and related personnel actions will be dated no later than the 60<sup>th</sup> day after the PD was submitted for classification.

**Subsection 3.f**—“Management shall refrain from temporarily reassigning an employee’s work during the PD review if the sole purpose for reassigning the work is to avoid reclassification of the said employee’s position” does not, nor is it intended to, interfere with Management’s right to assign work. The review period does not serve as an insulated or protected period during which the employee’s work cannot be reassigned for legitimate reasons. The intent of the Parties is that a supervisor cannot alter the employee’s work assignment during the review period solely to alter the resulting classification. The same sentence appears at the end of Section 4, and the intent is the same.

**Section 4**—This section covers the situations where the accuracy of the PD has been established, but the classification of the position as to title, series, or grade has subsequently been called into question by the employee. The Forest Service Position Classification review process and the statutory U.S. Department of Agriculture (USDA) or Office of Personnel Management (OPM) appeal rights are two separate and distinct procedures. Employees are not obligated to use the agency review process first, they may choose to go directly to the USDA or OPM appeal. The intent of the requirement in Subsection 4.a that an employee submits an agency review request “through his or her supervisor” is for the supervisor’s information and to facilitate routing.

**Section 5**—In the case where the classification decision was reached by the USDA or OPM that the position is properly classified at a higher grade, the 14-day timeline begins when the Forest Service is informed of the USDA or OPM decision. In setting the 14-day timeline, the Parties’ intent is that Management will not continue to require or expect the employee to perform higher graded work without compensation once it has been established that an employee has been performing on-going higher graded duties.

The reference to Article 16.7 provides the flexibility to temporarily promote the employee to perform the higher grade duties during a time when Management intends to eliminate or redistribute the duties but has not yet carried out that decision. The Parties recognize that the employee would need to meet OPM qualification standards and any Government-wide limitations to the amount of time they can be noncompetitively promoted must also be followed.

The Parties acknowledge that Management's decision to eliminate or redistribute the duties of a position falls within Management reserved rights.

As such, a grievance over Management's decision to eliminate/redistribute the grade-controlling duties instead of promoting the employee is sustainable only if the decision was arbitrary/capricious (e.g., a prohibited personnel practice).

## **ARTICLE 15—Performance Management System (No Annotation)**

## **ARTICLE 16—Promotions and Details**

**Section 1**—The last sentence clarifies that the provisions of this article pertain only to positions with the Bargaining Unit. Management is not obligated to follow Article 16 procedures for advertising or filling non-Bargaining Unit positions, even if Bargaining Unit employees apply for such positions.

**Subsection 2.a**—The term “shall be advertised internally” means internally to the Federal Government. Management may advertise internally and externally concurrently. However, Management will consider the internal applicants before filling a vacancy externally.

**Subsection 2.a.8**—Although this exception allows Management to advertise externally without having to advertise internally, it is understood that current employees may still apply for positions advertised through external procedures.

**Subsection 2.b.17**—This subsection means the potential availability of Government housing, not a guarantee that Government housing will be provided to the **candidate selected**.

**Section 3**—Clarifies that Management may consider internal applicants concurrently with the external applicants.

**Subsection 3.h**—Accessibility to promotion documents reflects Privacy Act limitations, as contained in FLRA case law (50 FLRA 66) and guidance. Current FLRA guidance is found in a 1/05/96 memo to FLRA Regional Directors, Subject: Guidance on Investigating, Deciding and Resolving Information Disputes. The FLRA has determined that the Privacy Act must be applied in making determinations on releasing information to the Union, weighing the individual's right to privacy against the Union's need for the requested information to perform its representational functions.

If a Union representative is one of the applicants for the position that the information is being requested, the Parties recognize that the information that can be released under the Privacy Act may be further limited.

**Subsection 4.b**—Lack of a 60-day prior written notice does not mean the employee automatically gets the promotion; rather, if the notice is late, the employee still gets the 60 days to improve and, if successful, the career ladder promotion is retroactive to the eligibility date.

**Section 5**—Exceptions to the 2 years of repromotion rights are Reduction-In-Force demotions that are covered in Article 35.

**Subsection 7.d**—“Other positions within the organizational unit (a functional area supervised directly by a line officer or equivalent, including ranger district, research project, Job Corps Center, or higher level)...” Examples of “or equivalent” are: Washington Office/regional office staff director, Job Corps center director, Washington Office/regional office group leader, supervisory law enforcement officer, station project leader/group leader, nursery superintendent, International Institute of Tropical Forestry assistant director or group leader, a forest staff officer (forest engineer, administrative officer, etc.).

## **ARTICLE 17—Awards Program**

**Section 6**—The last sentence, that prohibits the conversion of time-off awards to cash, is found in 5 CFR 451.104(f).

**Section 7**—This section recognizes that Union officials who serve on agency or project task forces as a partnership council representative or as a designee of Management, and not as a representative of the Union, are eligible to receive incentive awards consistent with FLRA guidance (Office of General Counsel Memorandum dated August 8, 1995, Subject: Duty to Bargain Over Programs Establishing Employee Involvement and Statutory Obligations When Selecting Employees for Work Groups, pp. 6-8).

## **ARTICLE 18—Work Schedules**

**Subsection 2.a**—The Parties acknowledge that the standard workweek for full-time employees will consist of 5 consecutive 8-hour days (40 hours per week). This will be the default work schedule unless the employee requests and Management approves a different schedule, such as Alternative Work Schedules (AWS). This is not intended to change work schedules for those employees who are already on AWS.

**Subsection 2.b**—AWS, as the term indicates, is another way to accomplish the basic work requirement other than the default work schedule.

**Subsection 2.b.1**—A Flexible Work Schedule is a work schedule established under 5 U.S.C. 6122. The full-time employee has an 80-hour biweekly tour of duty that allows the employee to flex his or her time worked within a flexible band of time within his or her administrative workweek.

**Subsection 2.b.2**—A Compressed Work Schedule is a work schedule established under 5 U.S.C. 6121. The employee works less than 10 workdays within the biweekly pay period. This requires the employee to work more than 8 hours in a day on a regular basis.

**Subsection 2.e.2**—This provision applies when the training is conducted at a location other than the employee's home unit.

**Section 3.e**—Currently, Block 10 of the T&A form is titled “Established Work Week and Hours.” This is where the Regularly Scheduled Administrative Workweek is documented.

**Subsection 3.f**—The intent is that Management will typically provide a minimum 10-day advance notice when changing tours of duty and/or Regularly Scheduled Administrative Workweeks; i.e., notice should be provided soon after the information becomes available to Management. However, the Parties acknowledge that there may be appropriate exceptions; for example, occasions in which Management becomes aware of the need for the change less than 10 days in advance. In such a case, the intent is that Management will notify affected employees promptly after determining the need for the change.

**Subsection 4.b**—This subsection encourages employees and supervisors to communicate regarding the earning of credit hours. Employees and their supervisors may work out on-going arrangements for the earning of credit hours.

**Subsection 4.g**—Employee's cannot earn credit hours while traveling. However, once an employee arrives at his or her destination, credit hours may be earned, even though the employee is still in “travel status.” For example, an employee's duty station is Denver, Colorado, and he or she needs to travel to Vallejo, California. The employee, regardless of whether he or she is nonexempt or exempt, cannot earn credit hours while traveling from Denver to Vallejo. However, once the employee arrives in Vallejo, the employee may earn credit hours for hours they elect to work, even though they are still in travel status.

**Subsection 5.d**—Written documentation of deviations from core hours may be as simple as signing and approving the employees' timesheet.

**Subsection 7.b**—See Article 19.6 for further discussion of standby pay.

## **ARTICLE 19—Pay and Per Diem**

See Article 28 (Fire) for information on hazard pay for prescribed burns.

**Section 2**—This section addresses several areas of employee entitlements related to per diem in which the Parties have particular interest. The intent of the Parties is to ensure Bargaining Unit employees receive the full benefit in these areas. The Parties also made a conscious decision to reference the Federal Travel Regulations as the governing regulation on matters pertaining to per diem rates, travel charge cards, and travel advances.

**Subsection 2.c**—Travel Card Charge. Participation in this program is mandatory and the program is subject to the Travel and Transportation Act of 1998 and the negotiated Memorandum of Understanding between the National Parties on this subject.

**Subsection 2.e**—Language permits reimbursement of call to employee's home commuting area (as contrasted to an employee's residence) for up to 10 minutes, or \$5.00 per call. The maximum allowed for personal phone calls is \$5.00. Employees must be in travel status for more than 1 night to be entitled to reimbursement, except in emergency situations. Employees in travel status may call someone other than a spouse provided the call is to someone in the employee's home commuting area (e.g., significant other, relatives watching children, neighbor watching employee's house, etc.).

**Section 6**—Contract language is not intended to conflict with Comptroller General Decisions or the Code of Federal Regulations on the subject of standby pay entitlement.

## **ARTICLE 20—Leave**

**Subsection 1.a**—The intent of the Parties is that annual leave will be approved and not denied based on arbitrary or nonwork related reasons.

**Subsection 2.b**—The reference to 5 CFR 630.201 is to give the definition for what constitutes medical certification.

**Sections 3 and 4**—These sections refer to Public Law 103-329, which is the Family Medical Leave Act (FMLA). FMLA allows up to a maximum of 12 administrative workweeks of paid sick leave to care for a family member. Excluded from this expanded allowance is care for a healthy newborn child. Full-time employees must still maintain a minimum of 80 hours of sick leave for their personal use.

**Subsection 5.a**—The hour limitations given in this section are based on the hours that would typically be worked. For example, if an employee typically works 80 hours per pay period, then 80 hours per pay period would count against the 120 hours. Normally, weekends and holidays do not count toward the limitations since employees typically do not work on these days. Per the OPM, temporary employees hired under the 1039 authority cannot be granted military leave.

## **ARTICLE 21 –Actions Based on Unacceptable Performance**

**Section 4**—The 5-day stay of action is to allow an employee the opportunity to prepare a grievance or appeal, if he or she chooses.

## **ARTICLE 22—Discipline and Adverse**

**Subsection 2.c**—The intent of this subsection is that the employee should not be coerced to sign and may seek guidance from a Union official before signing an agreement. There is no intent or obligation on the part of Management to negotiate the terms of such an agreement, although a discussion between Management, the employee, and the employee’s Union representative to clarify terms and conditions may be appropriate.

**Subsection 4.b**—The intent is that Management will not withhold meaningful information on the status of an investigation or inquiry from the affected employee and/or the Union. This does not mean that substantive disclosure of investigative results is required or intended during the course of the investigation or inquiry.

**Section 5.a.1**—“Returned in a confidential manner” is intended to preclude use of practices that would likely result in other employees seeing the document (i.e., open routing through internal mail services).

**Subsection 10.b and c**—Temporary employees do not have grievance rights for termination due to misconduct or poor performance. They do have reconsideration rights (See Article 24.12). Temporary employees covered by this agreement do have grievance rights for other disciplinary actions.

## **ARTICLE 23—Permanent Seasonal Employees**

**Section 2**—Sentence 6 affirms that forms/format to be used for recording the terms and conditions of employment are locally negotiable. Intent is not to negotiate the work/nonwork periods but rather the manner in which such information is recorded.

## **ARTICLE 24—Temporary/Term Employees**

**Section 1**—“Information on rehire eligibility” can be provided either through the orientation process for temporary employees or through the distribution of a fact sheet when the appointment is made. The information should include the clarification that it is noncompetitive rehire “eligibility,” not a “right.” The word “suitability” is consistent with 5 CFR 731 (suitability as it pertains to an individual’s character or conduct that may impact the efficiency of service or preventing effective service of the position) and should be considered in making rehire determinations, in addition to the person’s qualifications.

**Section 2**—“Provisions of the applicable authority” for temporary rehire eligibility include criteria such as position type, time limitations, and locations as described in Sections 5 and 6.

**Section 6**—This section discusses time limitations and makes clear that the Forest Service intends to observe these as dictated by OPM regulations. Successor positions are a key factor in correct implementation of both the OPM regulations and the Master Agreement.

Commuting areas may be negotiated at appropriate levels. For purposes of this section, commuting area is not to be confused with the definition of commuting area given in Article 32 (Workforce Restructuring and Placement System) and Article 35 (Reductions-in-Force).

**Section 11** —“Publicized” for the purposes of this section does not mean “advertised.” However, these working days can be part of, or run concurrently with, any Career Transition Assistance Program requirements to publicize such vacancies.

## **ARTICLE 25—EEO (Consensus—No Annotation)**

### **ARTICLE 26—Employee Assistance Program**

“Employee Assistance Program (EAP)” is the replacement term for the “Concern Program.” The term “Concern Program” is no longer in use in the agency.

**Subsection 1.c**—The employee has the right to bring a Union representative to meetings with EAP program advisor or counselor.

**Section 3**—Explains supervisory obligations when dealing with employees who may be referred to EAP, as well as the potential impact on performance or conduct actions. Nothing in this section is intended to preclude Management from taking appropriate disciplinary and/or conduct action consistent with applicable CFR 432 or 752 procedures.

**Subsections 3.a and 3.c**—The intent is to have Management deal with poor performance through initial discussions and, absent improvement, make the employee aware of the EAP program (i.e., refer them to the EAP). Throughout this process, the focus should be on the performance or conduct, rather than on what may be the cause.

**Subsection 3.i**—This subsection is intended to reflect current regulatory and case law on consideration of employees who are willing to seek treatment and their rehabilitation success on pending conduct and/or performance actions. Language is not intended to preclude Management from taking action.

**Section 4**—Emphasis is placed on the confidentiality of employee medical records, including those generated in conjunction with the EAP program.

## **ARTICLE 27—Safety and Health**

**Section 4.c**—Negotiation means implementation procedures and appropriate arrangements to mitigate impacts to employees due to “Smoking policies.” Examples are designated outside smoking areas at Government facilities, appropriate ash and filter receptacles in established outside smoking areas, smoking cessation programs, etc.

**Section 5**—The committee does not conduct or participate in accident investigations.

**Section 7**—The provision for local negotiations is of the type and level of safety equipment identified by the Job Hazard Analysis (JHA), not negotiations over the contents of the JHA itself.

**Section 11.c**—The intent of this subsection is to recognize the employees’ right and responsibility to suspend (stop doing) work whenever the environmental conditions have become so extreme that they pose an immediate danger to the employee that cannot be readily mitigated by protective equipment or technology. An “immediate danger” exists when there is a direct connection between the condition and the safety of the employee, and when nothing (time, equipment, or technology) is available to intervene and prevent injury or death to the employee. It is also the employee’s responsibility, where he or she has suspended work under this provision, to take prompt and reasonable action to communicate the situation to his or her supervisor, or his or her acting supervisor in the supervisors’ absence. Suspending work and removing oneself from immediate danger means protecting oneself from the danger at the worksite, but it does not mean leaving work. The employee is to otherwise remain on duty.

**Section 15**—“All documentation required that is within the agency’s control” means that Management does not have to search out other information that Office of Workers Compensation might request.

**Section 17**—Hourly breaks away from the terminal are not rest breaks. “Diversion” means doing other work for 10 minutes each hour.

**Section 18.d**—The term “concerns” is not defined but could include confidentiality.

**Section 21**—The intent is to have two-way voice contact, whether by radio, cell phone, or other portable devices. The language “as otherwise appropriate for the protection of the employee” refers to situations where either a JHA is silent on the use of electronic communication equipment for employee protection or to situations where a JHA was not documented and a determination is made that electronic communication equipment is necessary to protect the employee.

**Section 23**—Another appropriate training session that fits the Parties’ intent is the current International Association of Machinists and Aerospace Workers safety training that is available for the Union safety representative.

## **ARTICLE 28—Fire and Other Incidents**

Focus has been broadened from just fire incidents to include other emergency incidents as well. However, the Parties agree that all employees are subject to supporting fire suppression activities, depending on their abilities and qualifications, as needed. The Parties recognize “support” could be either direct (e.g., assignment to an incident command) or indirect (e.g., performing administrative or other incidental tasks that compliment agency suppression resources). In making fire suppression support assignments, consideration will be given to personal hardship situations per Article 42. Such fire duties need not be reflected in the employee’s PD unless criteria contained in Article 14.1 are met.

**Section 1.b and Section 2.a**—The Union represents Bargaining Unit employees at all incident camps, regardless of size or who runs the camp. The number of employees assigned to the fire is merely a trigger as to when the FSC Regional Vice President must be notified. The language, “The FSC may designate a sufficient number of representatives to assure up to 24-hour coverage based on representational need” ensures 24-hour coverage is linked to Governmentwide regulations that prohibit payment of overtime (or provide compensatory time) to Union representatives to perform representational duties. Union representatives doing strictly Union work on fires are limited to working 8, 9, or 10 hours per day depending on their regular schedule; however, if necessary, up to three 8-hour shifts utilizing different Union representatives is a Union option.

**Section 2.b**—Whether and how many Union representatives are needed at a particular fire camp will be “based upon anticipated or actual representational workload,” but the decision remains the Regional Vice Presidents. Only one Union representative will initially be sent, but the Regional Vice President may send more, based on anticipated or actual workload.

**Subsection 2.c**—The Regional Vice President must be notified based on either of two trigger points: 300 individuals (Forest Service or not) on a Forest Service incident or 300 Forest Service employees on another agency’s incident. This number (i.e., 300) is based on current Forest Service policy that requires dispatch of a Human Resources Specialist to Forest Service fires with 300 or more individuals.

**Section 3**—For restricted facilities, refer to Article 19.6 for the legal standards and criteria to determine an employee’s pay status.

## **ARTICLE 29—Government-Furnished Quarters**

**Subsection 1.a**—This subsection addresses the Union’s role in determining who is assigned housing. Management can unilaterally assign housing to an employee based on Management’s need to protect Government property or to render service to the public. This is called “required occupancy” and, when Management does so (which is rare), the rules and policies about use of the house are considered to be conditions of employment and are, therefore, negotiable if the employee is in the Bargaining Unit . For remaining housing units without required occupancy, Management is obligated to locally negotiate a housing occupancy policy, if requested by the Union, because the question of which employee is offered (and voluntarily chooses whether to occupy the unit) occupancy of the house is still considered to be a condition of employment. However, further rules and policies regarding use of Government-furnished quarters are not usually considered to be affecting conditions of employment and therefore are not considered to be negotiable under the Statute. Once an employee voluntary occupies Government housing, the relationship is considered to have changed from employer-employee to landlord-tenant. The last sentence uses the word “may” to reflect that Management is not obligated to negotiate the rules or policies.

## **ARTICLE 30—Training**

**Section 2**—The Union Sponsored Training section covers training where the Union has control over the agenda and has used their own resources to develop and hold the training.

**Subsection 2.a**—Union training on such topics as conducting membership drives or lobbying is related to internal Union business and consequently is not of mutual benefit. Therefore, use of official time and the payment of travel expenses are not appropriate.

The term “local units” refers to organizational line unit (e.g. research station, national forest, regional office, Washington Office).

**Subsection 2.d**—Travel expenses and per diem can be paid, but tuition and/or registration fees are not paid or reimbursed by Management.

**Section 3**—To evaluate proposed jointly sponsored training, the Parties agree that the following process will be followed:

- (1) Identify mutual interest for the training.
- (2) Determine if joint training is the best option to achieve mutual interests.
- (3) If so, look at options.
- (4) Identify the best option, considering quality, efficiency, and overall cost effectiveness.
- (5) Get approval and signatures to authorize payment.
- (6) Set dates and processes for registration.
- (7) Conduct the training.

Note: Union officials who wish to attend training that is not Union-sponsored (such as courses presented by OPM, FLRA, etc.) may request inclusion of it in their Individual Development Plans.

**Section 2.d**—Travel expenses and per diem for employees attending Union conventions are not payable, even if training occurs at the convention. Although not stated in the Agreement, if such training is determined by Management to be of benefit to the Forest Service, employees may be authorized a specified amount of official time to attend.

## **ARTICLE 31—Changes to Organizations**

Examples of “Changes to Organizations” include, but are not limited to organization realignments; elimination, addition, or redistribution of program functions; change in position locations between subunits within the same Management unit; and/or the transfer, consolidation, or merger of two or more line units at, or above, the ranger district or research project level.

The intent of the Parties is to afford the Union the opportunity to provide input that may resolve issues instead of going through formal negotiations.

In the last sentence, “negotiate as appropriate” means that if the change to the organization is negotiable, then the impacts to Bargaining Unit employees and the implementation of the changes are appropriate for negotiations. Note that not all matters discussed under predecisional involvement are subject to negotiations under Article 11. The Parties are advised to evaluate the negotiability of issues not resolved collaboratively before proceeding with negotiations. For definition of predecision involvement refer to Article 3.

## **ARTICLE 32—Workforce Restructuring and Placement System**

**General Comment**—All sections of this article have been substantially rewritten and reordered from the 2000 contract. The title has been changed to Workforce Restructuring and Placement System (WRAPS) to reflect that the WRAPS and Pre-WRAPS processes are not simply for the purpose of workforce reductions. The competitive areas have been changed, the use of identification areas has been eliminated, and the standard default commuting area has been expanded. The Parties have also incorporated use of the WRAPS process to increase placement opportunities for employees affected by Reduction in Force (RIF).

**Section 1**—This section provides a “Pre-WRAPS Process” whereby units who are planning to reorganize have the option of developing a plan that enables the movement of employees into a new organization by reassignment without first formally identifying which employees are subject to displacement under Section 4. This section has been changed to state that Parties “at the appropriate level” may use the Pre-WRAPS Process. This recognizes that the National Parties may also develop and use Pre-WRAPS for organizational changes that affect multiple regions. The national rules, also referred to as Pre-WRAPS criteria, have been rewritten and are included as an addendum to the Annotation for this article. The only significant change from the previous version is that intermediate-level plans no longer require national-level approval.

The scope of the Pre-WRAPS process may extend beyond changes to the organization to include employees affected by downsizing. Although “downsizing” frequently follows and is linked to “changes to the organization,” there are still occasions when there is downsizing not linked to a change in the organization or when there is downsizing that must be accomplished after a change(s) to the organization had been implemented because there are more employees than there are positions in the “new” organization. The intent is that the Parties at the appropriate level may use the Pre-WRAPS process to attempt to first place their employees in positions within their own organizations prior to downsizing.

Plans developed at the local or intermediate levels must follow the rules established by the National Parties, which are intended to ensure overall consistency between plans, and be in compliance with Forest Service Handbook (FSH) 6109.12, 23.2 “Order of Consideration When Filling Vacancy.” Nonetheless, it is expected that each Pre-WRAPS Plan will be unique to the situation which precipitated it. A plan for several units within a region, but not all units, is still considered to be a plan at the intermediate level. It is the expectation of the National Parties that pre-WRAPS plans are to be a product of a collaborative effort by the Parties at the appropriate level. Any provisions of such plans are not precedent setting for any other pre-WRAPS plans. Pre-WRAPS plans developed at the local level must be submitted to the intermediate-level Parties for approval.

Under the pre-WRAPS criterion 4, plans involving two or more intermediate-level Parties need the approval of all the intermediate-level Parties involved. However, this is not meant to preclude negotiating such plans on a national level, in which case intermediate-level Party agreement is not required.

When employee placement under a Pre-WRAPS Plan has been completed and there are still employees to be displaced, then the identification and placement procedures of Article 32 will be used unless Management then determines to implement RIF and WRAPS concurrently. It does not change the intent of Section 3 wherein Management decides which positions to abolish, but rather recognizes that a Pre-WRAPS Plan is a placement plan for employees affected by changes to the organization and downsizing (abolishment of positions) and that there may be occasions where, despite best intentions, there are still employees left to be placed (to be displaced) after the Pre-WRAPS Plan's placement efforts are concluded.

**Section 2**—This is a new Section. The Parties agreed that for understandability it was best to describe what the WRAPS system was intended to do and to provide definitions of key terminologies.

**Subsection 2.a**—The terms “affected employee” or “subject to displacement” are used in place of the term “surplus” because employees found the term surplus offensive. Their meaning and intent however are not changed, and employees “subject to displacement” are those meeting the definition of “surplus” in 5 CFR Part 330, subpart F.

**Subsection 2.b**—The term “vacancy” is defined both to provide consistency with the definition in 5 CFR Part 330, subpart F, and agency policy in FSH 6109.11 Chapter 20. An affected employee is entitled to placement priority to appropriate positions in his or her commuting area that are expected to last longer than 120 days. The affected employee's position of record and career tenure do not change if they are placed in a position that might otherwise have been filled under temporary (not to exceed 1 039 hours) or “term” hiring authorities. The Parties agreed that placing employees outside their commuting area on a time-limited basis would not meet employee nor Management interests and could result in incurring unnecessary transfers-of-station. Further, the Parties agree that an affected employee placed in a short-term position of less than 1,040 hours (6 months) should not be denied priority consideration for more permanent placement opportunities.

**Subsection 2.c**—The competitive areas have been changed. A competitive area is defined based on the administrative subdivision of the agency (Unit) and commuting area. The previous competitive areas were based entirely on administrative subdivisions. The emphasis is now placed on commuting area. The term, “Identification Area,” and its use in the identification process has been eliminated.

**Subsection 2.c.10**—Provides the Parties faced with having to identify employees subject to displacement in nonstandard organizations the option to establish competitive areas to better fit their needs. Setting of such competitive areas is only for identifying employees under Article 32 (has no effect on RIF under Article 35). In changes from past practice, both Parties do not have to agree to negotiate, but either party may initiate the negotiation, the results of which are only approved at the national level. Parties are cautioned to consider effects of applying nonstandard competitive areas in WRAPS if a RIF may be implemented soon afterwards.

**Subsection 2.d**—Commuting area, is as defined in Article 35 Subsection 8.d. (Also see discussion in Annotation for Article 35.) The commuting area is critical to both the identification and placement procedures in WRAPS. It is a single definition but its application may be different in each context.

When commuting area is applied in the context of defining a competitive area for the purpose of identification of affected employees, the competitive area is limited by the administrative subdivision of the agency (i.e., a Forest) which is abolishing a position, even if there are two or more administrative units which share a common commuting area or in some cases share a common duty station.

Though uncommon, the Parties recognize that when a unit is utilizing commuting area in establishing competitive areas, there may be duty stations of that unit which could be included with more than one other duty station because the commuting areas overlap and not all of the duty stations involved fall within a common commuting area. When dealing with such situations, first consider which duty stations have the most functions in common. Second, consider which grouping would provide the greatest opportunity for competition in the retention/identification process.

For example:

Duty Station: “A” <- 30 mi -> “B” <- 45 mi. -> “C”  
(28 FTEs) (27 FTEs) (16 FTEs)

(Duty stations “A,” “B,” & “C”). “B” is in the middle and clearly within the same commuting area as both “A” and “C,” but “A” and “C” on opposite ends, could not reasonably be considered to be in a common commuting area due to distance and/or travel routes.

Scenario 1: “A” is a forest supervisor’s office, “B” and “C” are ranger district offices. “B and C” would most likely share the most functions in common and would provide the greatest opportunity for appropriate competitive level groupings.

Scenario 2: If “A” and “B” and “C” are all ranger district offices, the intent and expectation is that the smallest of the units (“C”) would be included with “B” in order to provide the greatest possible opportunity for employees of the smallest district to have competition for retention.

When commuting area is applied in the context of placement procedures, it is not limited by the competitive area (i.e., by an administrative subdivision of the agency). An affected employee receives equal priority consideration for vacancies in the local commuting area regardless of administrative subdivision. When there are two or more administrative units (i.e., competitive areas) that share a common local commuting area, or in some cases even share a common duty station, those units will adhere to a common local commuting area definition. (See Subsection 5.d.(1) for further discussion of placements within the local commuting area).

**Subsection 2.e**—The definition of “competitive level” has not changed. OPM’s definition will continue to be used, both in this article and in the referenced Article 35 (Reduction in Force) and the Annotation thereto. Though not specifically stated, Management recognizes its obligation to reaffirm the accuracy of PDs, classification, and competitive-level assignments of both existing encumbered positions prior to applying identification processes and for new positions prior to placement of employees into them.

**Section 3**—This section contains the list of reasons for which Management can decide to eliminate an encumbered position. Management’s decision is the starting point of the process under which affected employees will be identified under Section 4. It also sets a specific timelimit (i.e., “the current or next fiscal year”) that a position must be abolished in order to trigger the identification of affected employees. Positions that may be identified for abolishment beyond the next fiscal year would not result in employees being identified for placement in the WRAPS system. As recognized in the employee identification process set forth in Section 4, the affected employee may or may not occupy the position to be abolished.

This section reflects Management’s obligation to use, and document, a systematic process typically used in the unit’s program development, planning and budgeting process to identify the position(s) to be abolished. The intent is to provide a solid basis and rationale for identifying those positions and to provide the information necessary to meet the notification requirement in Subsection 4.b. The CRIA requirement is highlighted to ensure it is completed as part of the assessment process.

**Section 4**—This section contains the identification procedures used to determine which employee(s) are affected by the abolishment of position(s), and also sets the minimum notification requirements. It has been substantially reordered and

rewritten. The Parties recognized that there may be situations when both WRAPS and RIF are necessary, and this section clarifies that RIF identification procedures take precedence over those in WRAPS once the management unit involved has declared a RIF. Though not specifically stated, if WRAPS procedures have been applied and there is a subsequent application of RIF procedures, employees involved in the RIF will be removed from WRAPS prior to issuing RIF notices and RIF rules would be used in identifying employees to go on WRAPS. The only exception to this would be an employee who is on the WRAPS list and has accepted a voluntary offer of placement outside the affected competitive area and who declares a wish to continue the placement action. Such subsequent application of RIF procedures may change which employee(s) are affected for WRAPS placement purposes. For this reason, the unit and the Parties at that level are cautioned to appropriately analyze the likelihood of the need to RIF in order to minimize the possibility of having to “undo” WRAPS actions.

**Subsection 4.a**—This subsection sets the order of precedence that is to be used in determining which one(s) of a group of employees (competitive level) is affected by the abolishment of the position(s). It provides the opportunity for one or more employees in the same competitive area and competitive level to voluntarily offer in writing to retire, resign, or be designated as being subject to displacement. In a departure from previous agreements, it is recognized that if the employee’s offer of any one of the options is accepted by Management, it constitutes the employee’s binding agreement. When Management receives more offers than there are positions to be abolished in that competitive area and competitive level, consideration will be given based on seniority, most service first. Consistent with case law, the action may be considered irrevocable based on potential impacts on other employees and agency costs associated with maintaining employees in positions. Case law has also found that catastrophic, life-changing events, may justify that the employee could be released from the agreement. The Parties have established a basic timeframe for the effective date of retirement and resignation actions. The 75-day timeframe approximates the length of time the unit abolishing the position could normally expect to effect a placement of the affected employee if the employee had been registered in the WRAPS. The Parties also recognized, and provided for, circumstances where the unit may be willing to retain an employee who is resigning longer than the basic 75-day timeframe to accommodate the employee’s needs. This same flexibility was not specifically added for those who decide to retire, but when setting effective dates, units should review prospective retirement dates of employees’ offers and take care not to miss opportunities to reduce impacts on other employees. The possibility the unit may be simultaneously conducting RIF, and only using WRAPS to increase the placement opportunities for the affected employees, has been recognized and incorporated in the order of precedence.

**Subsection 4.b.1**—This notification is made after the management unit has received approval of its request to abolish encumbered positions. The intent of this notification is to serve as a “canvass letter” and to provide the employees with the basic information they will need, in sufficient detail, to make informed choices and begin planning for changes in their professional and personal life. The employee responses to this notice are used in the identification process in Subsection 4.a. The expectation of item (i) is that the employee’s Servicing Human Resources Office (SHRO) will provide reasonable and timely counseling and/or access to additional resources necessary to answer clarifying questions should the employee request additional information.

**Subsection 4.b.2**—This notification is provided to the affected employee(s) after identification procedures have been completed. The intent of this notification is to provide the affected employee with a specific explanation of the reasons the position was identified for abolishment (Section 3) and how that employee was identified using the process in Section 4.a. The intent of the notification is also to provide the employee with a briefing on WRAPS placement processes, what his or her entitlements are, and the opportunity to ask clarifying questions. The phrase “in person if possible” reflects the National Parties expectation that reasonable efforts will be made to provide the affected employee a personal and private forum for the receipt of the notice and to also provide them the opportunity to meet in person with responsible Management official(s) regarding the notice.

An affected employee is entitled to reasonable amounts of official time and travel as may be required to accomplish the notification, counseling on benefits and entitlements, and completion of his or her registration and qualifications information. A permanent seasonal employee on his or her off-tour is entitled to be returned to pay status at the employee’s election.

**Subsection 4.b.2.g**—The WRAPS registration procedures and preregistration record are to be included as an attachment to the notice. The intent of providing this information at the time of the notification is to give the employee sufficient time to prepare his or her personal information for registration as described in the process in subsection 4.c. The registration procedures information must include a detailed instruction for the employee’s access to his or her record in the database and information that generally addresses the implications of data to be provided by the employee. The employee’s preregistration record is a summarized record that will reflect the employee’s basic employment information as contained in the employee’s records at the National Finance Center and as contained in the employee’s Official Personnel Folder (OPF). The purpose of providing the summarized record is to simplify and facilitate providing the employee the opportunity to review essential information for errors and omissions, and to provide them the opportunity to identify information they believe needs to be corrected. The employee’s review of the preregistration record is not to be construed as replacing or in any way reducing the employee’s right to access and review the content of their OPF if they choose to.

**Subsection 4.b.3**—The intent of this notification is to provide the Local Union the opportunity to meet its statutory obligation to represent the interests of the Bargaining Unit . It is not limited to copies of notices to Bargaining Unit employees. Copies of notices do not include any personal information attached to the notice. The information is to be provided at the same time, or as close to the same time as possible, as it is provided to the employee(s). The Parties recognize that there may be circumstances where delivery of a subsection 4.b.(2) notice would not include a formal discussion.

**Subsection 4.c**—Clarifies that there is only one servicewide (national) WRAPS database and describes the basic procedures, timeframes for registration, timeframes for making changes in the employee’s record, and access to the database.

**Subsection 4.c.2**—The employee will have access to his or her record in order to complete initial input of his or her basic work experience, location, and grade preferences; his or her interest in short-term, time-limited vacancies; and to identify any hardship and special needs they wish to have considered in the placement process. Geographic preferences may be as broad as one State or as narrow and specific as a duty station. Management is not obligated to offer a time-limited position of less than 1,040hours (6-months) duration unless the employee has indicated in his or her registration record that he or she will voluntarily accept such a position. (Also, see Subsections 2.b and 5.c.).

**Subsection 4.c.3**—The employee has the opportunity to provide any updated and current experience, education, and training information to be considered by Management in determining the job series and specialties that the employee is qualified for. Though not required, it is recommended that the employee provide a resume or bio-sketch to facilitate qualification determinations, and that the employee’s SHRO provide counseling and assistance to the employee in completing his or her resume. The offer to communicate with their SHRO will be made, but the employee will be expected to request and schedule these discussions. Implications of choices made by the employee in completing his or her employee data record will be explained to each affected employee who requests such communication by the SHRO after their review of the completed data record. Only the SHRO will have access to enter and/or edit the occupational preferences, based on qualification determinations.

**Subsection 4.c.4**—This subsection sets the basic 14-calendar-day timeframe for the employee’s completion of his or her data record as described in subsections 4.c.(2) and 4.c.(3). This timeframe is measured beginning on the day following the employee’s receipt of his or her subsection 4.b.(2) notice (“formal WRAPS letter”). The intent is that both the employee and Management are expected to be timely and responsive in meeting their respective obligations in the notification and registration procedures. It is also expected that the employee will have

received the information and specific counseling required for them to make informed choices in completing his or her record. It also recognizes that either the employee or Management may be affected by circumstances beyond their control which prevent completion of the registration record within the timeframe and provides for appropriate extension prior to activation of the record in the WRAPS database. The party requesting the extension must notify the other party. The Section 5, 60-day voluntary placement period begins on the calendar-day following activation of the employee record.

**Subsection 4.c.5**—After completion of his or her initial data record, the employee will have “view” access to his or her record at any time. The employee’s edit access will be limited to his or her location and grade preferences, and his or her special placement needs during the 3-work-day window. While not stated in contract language itself, the Parties intent is that if the employee is prevented from accessing his or her record directly, for any reason, during the 3-work-day window, either the window will be adjusted or he or she may request that changes be input to his or her record by the SHRO. Also, this subsection clarifies that only the SHRO will have edit access to the occupational series, based on qualifications.

**Subsection 4.c.6**—This subsection is a change from previous practices where the Union, at any level, had to request a copy of the WRAPS list. Designated officials at the national level of the Union will now have read access to the WRAPS database at any time. Distribution of WRAPS information from the national level to the intermediate and local levels of the Union will be “sanitized” and limited to only the basic summary information such as numbers, series, grade, unit, work schedule, “days on list,” mobility/location preference, etc.

**Section 5**—The placement procedures have been substantially rewritten and re-ordered from the 2000 Master Agreement article. The Parties have incorporated several new considerations that are intended to assure certain basic requirements of 5 CFR 330, Subpart F and G, are met, and also to provide more timely procedures for the offer and acceptance/declination processes.

**Subsection 5.a**—This Subsection sets the tone and intent for Section 5. The phrase, “counseled and afforded every opportunity,” means that both employees and Management work in a shared effort to find placements that meet both the needs of Management and the employee. The Federal Travel Regulations, Forest Service past practice, and Forest Service manual direction consistently support transfer of station payments.

**Subsection 5.a.2**—The phrase “may consider” reflects that this is not an employee entitlement, and it is entirely at Management’s discretion to apply or not apply these options for filling any given vacancy based on Management’s “job related” determination of its need to have a fully qualified employee in that position. The term “retraining” has been added to reflect that it is also a Management option.

The phrase “a specified period up to 365 days” reflects both that there may be legitimate job-related reasons for a shorter timeframe and that the Parties intend that the timeframe be identified in advance so that both the affected employee and the receiving unit have a clear understanding of when the employee will be expected to be at a full performance level in the offered position.

**Subsection 5.b**—The phrase “and explanation of” obligates Management to provide affected employees with information about, and specific orientation to, the various external placement assistance programs and available WIA Workforce Investment Act benefits.

**Subsection 5.c**—(Also see Subsection 2.b) This subsection makes a clear distinction between time-limited vacancies of less than 1,040 hours and those expected to be longer in duration. It clarifies procedures for further/future placement priority when an affected employee has been placed in a time-limited position within his or her commuting area. The Parties’ intent here is to not limit the employee’s voluntary opportunities to be placed in a position without time limitation. When placed in a time-limited position, the affected employee’s career tenure and position of record are not affected.

It is also the Parties intent that the time-limited nature of the position predetermines that the position will eventually be abolished. It would not be necessary for the Management unit in which the affected employee is placed to follow the identification procedures in Sections 3 and 4 in order to provide the affected employee his or her WRAPS priority placement consideration, or discontinued service retirement, when the time-limited position is coming to its end. However, if there are further changes to the organization, which require the application of WRAPS or RIF identification and placement procedures while the employee is in such time-limited position in that organization, the employee must not be excluded from those processes. The composition of the tenure of employees in the competitive level may have changed during the time-limited assignment, or RIF may have been declared, and the employee’s retention and assignment rights must be considered in the new context.

**Subsection 5.d**—This subsection has been revised and renumbered from the 2000 Master Agreement article. It shows the relationship, sequencing, and methods for making placement offers under the WRAPS. Consideration by SCD applies to all three priority levels. For placement purposes, “matches within the same nationally established competitive level” also applies to all three priority levels, and purposefully does not consider further subdivision of the competitive level by either suffix code or regional supplement. Note that the option of modification of qualifications is only included at 5.d.(1)(g). The intent here is to reinforce the Parties long-standing preference for local units to “take care of their own.”

**Subsection 5.d.1**—Emphasis remains on considering placements within the identified employee’s local commuting area first to minimize transfers of station. When applied in the context of the placement procedures, a commuting area is inclusive of all agency duty stations in that commuting area, regardless of administrative subdivision. So, the abolishment of a position and identification of an affected employee does not cross administrative boundaries, but the placement priority for that affected employee, within the commuting area, does cross administrative boundaries. (See section 2.d. for further discussion of commuting area.)

**Subsection 5.d.3**—Offers may be made of affected employees from locations outside their preferences either as a firm offer, or as a “contingent offer.” Firm offers outside the employee’s preferences do not count against the limitations in 5.e(7). Employees may also receive directed reassignments outside their preferences consistent with 5.f.

**Subsection 5.e**—This subsection introduces several new and significant changes from the 2000 Master Agreement article regarding how and when placement offers are made and how they are accepted or declined. A key point that has not changed is that only offers will be made to the employee, “inquiries” and “outreach” communications to WRAPS employees from receiving units are not appropriate and should not occur.

**Subsections 5.e(1) through (6)**—Offers are made to the employee through appropriate Line and SHRO employment officers of the employee’s home unit. The expectation of the Parties is that local managers and their affected employees are responsible to make reasonably suitable arrangements to permit timely communication of offers. “Contingent offer(s)” is a new concept, allowing concurrent offers to be made to multiple employees. The Parties intent here is to significantly reduce the time required for a receiving unit to either place a WRAPS employee or “clear WRAPS” when more than one WRAPS employee is qualified for the vacancy. The past practice of making offers consecutively, both unduly extended the timeframe of the offer and acceptance/declination process, in some cases it also prevented employee(s) from receiving an offer of voluntary placement which would have better met their preferences and needs. This new procedure allows a “firm offer” to be made to the employee with the highest assignment rights to the position, while at the same time offering the position to those with lesser assignment rights “contingent” on the acceptance or declination of the “firm offer.” So, an offer made to an employee with lesser assignment rights could change character and automatically become a “firm offer” (and count as such) if the employee(s) with higher assignment rights to the position decline the offer. “Higher assignment rights” refers to the priorities established in 5.d. Employees are advised to treat a contingent offer as they would if it were communicated as a firm offer. The Parties have also formalized the timeframes for the employee’s acceptance or declination of offers. The Parties’ expectation here is that, at this point in the process, the employee has had sufficient lead-time to

prepare themselves to make these decisions. The Parties also recognize that the employee may need some additional time to further research the local conditions of a location which is being offered. This is reflected in the difference between the response timeframes in (5) and (6).

**Subsection 5.e.7**—This subsection introduces another significant change in the offer and acceptance/declination process. It is, in effect, a forfeiture clause. The Parties consider three firm offers (including contingent offers that automatically became firm offers), which meet the employee’s stated preferences, to be a reasonable effort on the part of Management. This clause does not necessarily preclude the employee from continuing to receive offers of voluntary placement, but the employee does relinquish the higher assignment consideration afforded them by 5.d.(2) in the voluntary process. That is, the employee would only receive offers as if they were in category d.(3); he or she would receive offers for his or her preferred locations only after other WRAPS-listed employees with the same preference had received the offer and declined it.

**Subsection 5.e.9**—This subsection reaffirms and continues unchanged the minimum 60 day voluntary placement period provided in previous iterations of WRAPS. “Unless otherwise placed” means that the employee could be placed by those processes described in Section 5 of this article; or as the result of a determination that the subject position can be funded/retained in the current organization is removed from the WRAPS by the home unit; or through the operation of agency staffing functions (e.g., Merit Promotion Plan). It also includes, but is not limited to, action taken either by the employee (e.g., resignation, transfer, or retirement) or by Management (e.g., by RIF or removal for failure to accept a directed reassignment within his or her commuting area). The employee may continue to receive offers of voluntary placement beyond the 60 day minimum.

**Subsection 5.f**—This subsection introduces several new and significant changes from the 2000 Master Agreement article regarding how and when directed reassignments may be made from the WRAPS . It retains and reaffirms the past practice that all affected employees actively registered in the WRAPS for placement are subject to a directed reassignment.

**Subsection 5.f.1**—Incorporates into the WRAPS process Management’s statutory and regulatory right to reassign an employee within the employee’s commuting area at anytime after the employee has been determined to be affected by the abolishment of a position. An “appropriate position” means a position at the same grade and tour of duty as the position from which the employee was displaced.

**Subsection 5.f.2**—Eliminates the past practice of directing the reassignment of employees based on which employee had been on WRAPS the longest. Directed reassignments now utilize the priorities established in Subsection 5.d including consideration of the employee’s preferences and are based on seniority according to Service Computation Date (SCD)—most service first. Management will not initiate directed reassignments until after employees have been actively registered in the WRAPS for 60 days.

**Subsection 5.f.4**—The effective date for directed reassignments is the effective date of the personnel action and is different than the reporting date. This subsection recognizes that establishing the reporting date normally is negotiated between the gaining and losing unit and sets a minimum standard of 60 days. It also recognizes that, if agreeable to the employee, it can be a shorter timeframe.

**Subsection 5.f.5**—Sets the basic response timeframes for an affected employee to accept or decline a directed reassignment.

**Subsection 5.f.6**— The “return rights” provision of previous iterations of WRAPS has been changed, though the basic intent remains the same. As applied, “return rights” were at the employee’s option, but Management was obligated to contact the employee and offer the position. This new provision continues to be at the employee’s option, but places the responsibility on the employee to apply to the position and notify the SHRO of their rights. “Former or like positions” means either the same position or clearly a successor to that abolished position previously occupied by the employee. Parties are encouraged to attempt to resolve disputes arising from application of this term at the local level. As necessary, the Parties will provide additional guidance on the definition of successor positions based on the types of disputes that may arise in application of this subsection, case law, and contract negotiation history. “Greater placement rights” refers to the “Order of Consideration When Filling a Vacancy,” that is attached to this Annotation.

**Section 6**—The Parties recognized that the specific provisions for monitoring of WRAPS are dependent not only upon interpretation of the provisions of this article but upon the actual application of the procedures. Therefore, the Parties have entered into a separate Memorandum of Understanding for the monitoring of WRAPS to allow appropriate changes, if necessary, for how the Parties accomplish the monitoring without reopening the MA article itself.

**Subsection 6.a**—It is understood that problems attributable to the WRAPS may be systemic (i.e., inherent in and attributable to the actual process) or administrative (i.e., attributable to improper execution of the process). Both Parties at the national level will have direct involvement in the monitoring process. The focus of language contained in Section 6 is systemic problems that, if identified, would

require joint corrective action by the Parties. It is recognized that administrative problems would require appropriate Management-initiated action to ensure those responsible for proper program execution are held accountable and are, therefore, specifically excluded.

**Subsection 6.b**—When possible systemic problems are identified by intermediate level Parties, they will be discussed at that level and, if determined to warrant further examination by the National Parties, will be referred to the Forest Service Partnership Council (FSPC). Problems identified by the local Parties should be referred to the intermediate-Level Parties for review and a determination whether subsequent referral to the FSPC will be made.

NOTE: Issues/questions the Union and/or Management have regarding Article 32 contract interpretation should be raised to the National Parties for clarification.

Attachments:

1. “Pre-WRAPS Rules”
2. “Order of Consideration”
3. “System Review and Monitoring MOU”

## **ARTICLE 33—Furloughs**

**Subsection 12.b**—Although Management is obligated to notify the Union and negotiate procedures per Section 4.c, Management still has final discretion in determining whether furlough days will be consecutive or nonconsecutive. Language also requires Management to consider employee personal needs in determining which days will be worked during nonconsecutive furloughs. An additional obligation to bargain is incurred when Management, after the initial furlough notices have been given, finds it necessary to increase the number of days in the furlough.

**Section 13**—This section draws attention to the statutory restriction that prohibits furloughed employees from being used as volunteers to perform their regular work.

## **ARTICLE 34—Transfer of Function**

Examples of appropriate topics for negotiations are the content of notices (within the guidelines), definition of local commuting area, other procedures of the transfer of function, and arrangements for the affected employees.

## ARTICLE 35—Reduction-in-Force

**General Comments**—This article has been substantially rewritten and reordered from the 2000 Master Agreement.

**Section 1**—Recognizes that Governmentwide regulations set forth in 5 CFR 351 are controlling for the basic processes and mechanics of conducting any RIF, and also provides for certain employee benefits. The singular citation of 5 CFR 351 is not intended to be, nor interpreted to be, exclusive or exclusionary. There are numerous Governmentwide regulations in addition to 5 CFR 351, which further address employee rights and benefits applicable to RIF actions. Article 35 articulates the Parties agreement on a number of items for which the Code of Federal Regulations provides the agency discretion, but this article is not all-inclusive of the Parties agreements on RIF related issues. (See discussion at Subsection 1.e. below). The Parties intent here is to narrow the scope of local and intermediate level negotiations for any RIF by establishing certain provisions for the consolidated Bargaining Unit's.

**Subsection 1.a**—The disruption, costs, and regulatory requirements of conducting RIF dictate that RIF is not a decision to be made lightly. Management will avoid RIF through attrition, internal placements via the WRAPS, and cost reduction efforts whenever feasible, recognizing the decision to conduct a RIF is ultimately a Management right.

**Subsection 1.b**—This consideration may be applied only in the context of placement into a vacant position and has nothing to do with determining assignment rights involving encumbered positions. The phrase “may consider” reflects that this is not an employee entitlement, and it is entirely at Management’s discretion to apply or not apply these options for filling any given vacancy based on Management’s “job related” determination of its need to have a fully qualified employee in that position. The term “retraining” has been added to reflect that it is also a Management option. The phrase “a specified period up to 365 days” reflects both that there may be legitimate job-related reasons for a shorter timeframe and that the Parties intend that the timeframe be identified in advance so that both the affected employee and the receiving unit have a clear understanding of when the employee will be expected to be at a full performance level in the offered position.

**Subsection 1.c**—Reflects provisions of 5 CFR 330. The phrase “and explanation of” obligates Management to provide affected employees with written information about, and specific orientation to, the various external placement assistance programs and available WIA benefits.

**Subsection 1.e**—Reflects and recognizes that in addition to 5 CFR 351, policies and provisions of the USDA and Forest Service manuals apply. The Parties recognize that many of those policies and provisions carry a bargaining obliga-

tion but are not covered by Article 35. The intent is to provide the Parties the flexibility to address issues of any particular RIF at the appropriate level without reopening the Master Agreement. Notwithstanding, the Parties recognition of the need to address locally specific issues through local negotiations, the Parties have agreed to certain RIF policies and ground rules as national agency-wide standards, which are documented in separate agreement and are provided as an attachment to the Annotation for this article.

**Subsection 2.a**—The Parties recognize that circumstances for prospective RIFs may limit Management’s ability to furnish all the information listed in Subsection 2.a. at the time RIF authority is requested. However, Management is still obligated to provide the information listed at least 75 days prior to the RIF effective date. The Parties also recognize that the timing and content of this notice is sufficient to meet the intent of Article 11 notice and it would be redundant to require both.

**Subsection 2.c**—“Other RIF documents” could include, but are not limited to the agency’s justification for the RIF, exceptions to the normal order of release affecting that employee, any ground rules developed for that specific RIF, and benefits information.

**Subsection 3.c**—If permissive rights are negotiated in a specific situation, such an election does not constitute an election by Management to negotiate permissive rights in any other situation including situations on that unit. Similarly, this subsection does not bar Management from negotiating on its permissive rights in other specific situations.

**Section 4**—“Early out” refers to Voluntary Early Retirement Authority (VERA).

**Section 6**—The employee’s OPF is used as the exclusive information basis for making determinations of any RIF actions, so the accuracy and currency of the contents of the OPF is essential. Accurate documentation of the employee’s entire employment history, training, and education are critical in determining the employee’s placement opportunities and other benefits. In addition, it is important, though not required, for the employee to provide an up-to-date resume or bio-sketch to be used in determining his or her qualifications should it be necessary for Management to consider offering the employee placement into a vacant position. Management may provide the employee a summary of “RIF essential” data contained in the employee’s OPF, which is an optional method of allowing the employee to check the accuracy of the data, however this does not replace or reduce the employee’s right to have access to his or her full OPF if the employee chooses to do so.

**Section 7**—The phrase “during the life of the RIF” means the entire time frame during which RIF actions are being determined and implemented.

Subsection 8. (a.b.&c.)—It is recognized that FLRA case law states that competitive areas are nonnegotiable, but that the Parties have agreed to engage in predecisional discussions when changes to the competitive areas are planned or proposed.

**Subsection 8.d**—This subsection sets a new standard “default” commuting area of 49 miles, which reflects recent changes in the Federal Travel Regulations. The commuting area is measured from the duty station, not the employee’s residence. It also empowers the Parties at the affected level to negotiate and describe local commuting area if the default definition does not fit their local conditions. If the Parties can’t agree on a nonstandard local definition, they are required to use the standard definition. If they agree, their agreement on a nonstandard definition is subject to higher-level approval.

The key consideration is contained in the first sentence in the phrase “can reasonably be expected to travel back and forth daily.” Thus, the Parties intent here is not to be construed to mean 49 air miles, or simply drawing a 49-mile circle on a map. An example of one of the criteria Parties might consider in local negotiations is that the commute would, in most situations, be via year-round publicly maintained road systems. Though uncommon, it may be quite normal and reasonable in some locations for a commute to include forms of transportation other than via automobile, for instance, a ferry system, or commuter train.

**Section 10**—This section provides priority reemployment to employees separated through RIF, recognizing the offer for reemployment is subject to any listing established by the Parties, in the “Order of Consideration When Filling a Vacancy” (FSH 6109.12 chapter 20) that ranks the order of methods used to fill vacancies.

## **REDUCTION-IN-FORCE POLICIES AND GROUND RULES**

This document supplements 5 CFR 351 by addressing policy decisions needed in areas in which the Forest Service has discretion in conducting a Reduction-in-Force (RIF). These policies, along with language in negotiated agreements and information specific to a given RIF, will serve as the agency policy and groundrules for RIF.

### **Competitive Area**

The competitive area consists of all positions in a Forest Service unit under separate administrative authority in the local commuting area. Forest Service competitive areas are included in Appendix D of the Master Agreement between the Forest Service and Forest Service Council of the National Federation of Federal Employees and will also be posted on the Forest Service Human Resources Intranet Web site.

### **Commuting Area**

One or more population centers in which employees can reasonably be expected to commute to and from work every day. Normally, the commuting area is within 49 miles of the duty station unless the Parties negotiate a different area based on local commuting patterns.

### **Prohibition on Use of Pre-WRAPS in RIF Situations**

Pre-Workforce Restructuring and Placement System (WRAPS) should not be used when a RIF is anticipated within the same competitive area. If a unit has begun a pre-WRAPS plan and then identified that a RIF will be needed, the pre-WRAPS plan must be halted as part of the personnel action freeze.

### **Use of WRAPS**

When RIF and WRAPS are implemented simultaneously within a given competitive area:

- (1) RIF procedures will be used to identify the affected employees for RIF and the same employees will be the affected employees in WRAPS.
- (2) RIF procedures will be used for placement of affected employees within the competitive area. If there are vacancies within the competitive area that will not be filled through RIF, WRAPS procedures will be used as appropriate.
- (3) WRAPS procedures will be used for placement of affected employees outside the competitive area, but RIF timelines will take precedence.

If employee(s) had been registered in WRAPS at the time that a unit determines that a RIF is going to be needed in the competitive area, the unit must first consider whether the abolishment of the position that necessitated the WRAPS listing should be included in the list of abolished positions under RIF. Further, even if the unit would not otherwise include the position abolishment under RIF, the unit must identify the RIF impacts to see if the individual(s) identified under WRAPS will be affected by the bump and retreat process of RIF. If so, the RIF procedures will also be used to identify the affected employee(s) for the WRAPS listed employee(s).

### **Buyout<sup>1</sup> and/or Early Out<sup>2</sup> Exclusion**

Any employee who has been granted a buyout /early out, but is being retained for a designated period, will not be included in a RIF of their competitive area. The position occupied will be considered an abolished or vacant position.

### **Holiday Exclusion**

Neither issuance of specific RIF notices nor RIF effective dates shall occur in the period of December 15<sup>th</sup> through January 5<sup>th</sup> of any year.

### **Performance Appraisals**

The three most recently completed annual performance ratings of record during the 4-year “Look-back” period are used for crediting performance during RIF.

**Look-Back Period:** A 4-year period looking backwards from an established cut-off date. It is used to establish what performance appraisals will be considered in a RIF.

**Cut-Off Period:** To be credited for use during a RIF, the Servicing Human Resources Office (SHRO) must have received the appraisal document at least 30 days prior to issuance of specific RIF notice. A specific cut-off date must be established for each RIF and publicized to employees. No appraisals received after that cut-off date will be used to determine retention standing.

**Modal Rating:** The Forest Service modal rating pattern for performance appraisals is “Successful” and is credited with 12 years of additional service credit. Any employee who has received no ratings or less than three in the “Look-back” period will be credited per the instructions in 5 CFR 351.504 (c) (2).

When employees have performance ratings from other agencies during the “Look-back” period, they will have all successful ratings or above credited with 12 years additional service per 5 CFR 351.504 (e).

- 
1. Voluntary Separation Incentives Program (VSIP).
  2. Voluntary Early Retirement Authority (VERA).

## **Personnel Action Freeze**

Any competitive area in which a RIF is anticipated will be frozen at least 60 days prior to issuance of a specific RIF notice and will remain frozen until the effective date of the RIF. This freeze also includes all vacant positions at or below the grade of the highest competing employee in the RIF.

During the freeze, the SHRO will only process emergency, temporary personnel actions related to fires, floods, national emergencies, and other actions as defined by the Washington Office. The organizational freeze includes all accessions, movements, tour changes, and classification actions<sup>3</sup>. The RIF retention register must be projected forward to the effective date of the RIF for actions such as changes in tenure, career ladder promotions, separations, and other actions that would affect an employee's RIF retention standing. Employees on details and temporary promotions will be included in the RIF based on their positions of record (their current permanent position).

During the RIF period, career ladder promotions<sup>4</sup>, court-ordered actions and actions ordered by a third-party agency (such as an Equal Employment Opportunity Judge's order, Office of Personnel Management classification appeal decision, etc.) will not be subject to the freeze.

Exceptions to this freeze may be requested of the line officer who initially authorized the RIF, but are expected to be rare. Although recruitment actions are frozen, they still need to be submitted so that those vacancies can be used appropriately in the RIF.

**No Assignment Rights for Temporary Employees, Reemployed Annuitants, and Term Employees**

In Round 1 of RIF, all temporary employees will be released from the competitive level before any permanent employee is released from that competitive level. Reemployed annuitants serve at the will of the local line officer and thus are treated like temporary employees. In Round 2 of RIF, tenure group III employees (term employees) will have no assignment rights.

## **Exceptions To Order of Release**

All exceptions, and the reasons for exceptions, must be documented on the retention register. The mandatory exceptions for release of returning military employees and for retirement or continuation of health benefits are defined in (5 CFR 351.606). All

---

3. See 5 CFR 351.202 (c) (3) for further information about classification actions.

4. Supervisors must prepare the usual personnel action requests for career ladder promotions.

other temporary or continuing exceptions provided for in RIF regulations must be approved by the line officer who approved the RIF and should be rare. Exceptions must be maintained as part of the permanent RIF files and notices given consistent with 5 CFR 351.608(g).

Exceptions to the “undue interruption” criteria used in RIF placement decisions may be granted only when filling vacant positions. Such vacancies should be identified to every extent possible prior to issuing RIF notices.

### **Tiebreaker**

When two or more employees have identical retention standing and a tiebreaker is needed, a predetermined random number generator will be used and compared with the last digit of each individual’s Social Security number. The employee whose last digit is closest match to the random number will be considered to have the higher retention standing. If the last digits are equally close, the next to last digit of each employee’s Social Security number will be used, and so on, until the tie is broken.

### **Qualifications Deadline**

Any additional information an employee wishes to submit regarding his or her qualifications must be received by their SHRO by the cutoff date established by the SHRO for the RIF. Employees will be notified of the cutoff dates established for the RIF and have at least 14 days before the deadline for receipt of qualifications updates. Any Bargaining Unit officials for the competitive unit(s) involved will receive a copy of the notice at least 1 full day prior to the notice to employees. Additional informational material will generally be accepted up to 30 calendar days in advance of the specific RIF notice; however, changes in tenure group status may be accepted up to the effective date of the RIF.

Employees are encouraged to create a profile in Avue and use the generated resume as an attachment to their WRAPS registration, to facilitate qualifications review. Other forms of qualification/application material such as an OF-612, SF-171, or other form of resume will also be accepted.

### **Subject Matter Expertise**

Subject matter experts may be asked to provide advice in making qualification determinations. All determinations will be based solely upon evidence found in official personnel records. Official personnel records include those in a RIF file that is established for each affected employee that may contain records (e.g., resumes) that do not belong in the Official Personnel Folder.

## Use of Vacancies

1. Permanent vacancies (including those that might be filled at less than full performance level or have previously been filled as virtual positions) will be identified prior to initiating a RIF. If a vacancy will not be available for offers (e.g., line officer positions) the reasons for excepting the position will be maintained in the unit's RIF file. A list of positions available for offers will be provided to the local Union official (if any) at the beginning of the RIF.
2. Permanent vacancies within impacted competitive levels will be used in Round 1.
  1. Vacancies that remain unfilled after Round 1 will be offered in Round 2.
3. Vacancies, regardless of work schedule or grade, that remain unfilled after completion of Round 2 of RIF, may be offered to affected employees in lieu of separation-RIF. When more than one employee is available for placement, positions will be offered in retention order.
4. Employees separated in RIF may be re-employed in temporary vacancies only after a 3-day break-in-service. A temporary need related to the positions that are being abolished will be handled as an exception to the order of release and not as a temporary position. (See Exceptions to Order of Release section.)
5. When a supervisor/manager in an area undergoing RIF has a vacancy in a position outside the competitive area, the manager has the discretion to identify the position as a virtual position or as a position within the commuting area (in which case it may constitute a valid job offer) or identify it in some other location.
6. Exceptions to the "undue interruption" criteria used in RIF placement decisions may be granted only when filling vacant positions. Such vacancies should be identified to every extent possible prior to issuing RIF notices.

Note: In order to identify all appropriate vacancies, line managers are accountable for assuring that all vacancies to be filled are presented on an SF-52 to SHRO during the RIF period. Vacancies not filled in RIF will be subject to placement from the Reemployment Priority List and other priority placement mechanisms after the RIF.

## Content of RIF Notices

The Parties at the national level will agree on the language of general and specific RIF notices prior to their being issued. Local Parties may supplement the general letters with required local information (such as contact information).

## **Delivering the Specific RIF Notices**

The lowest-level line officer of the affected unit or another appropriate Management official will deliver the specific RIF notices to his or her affected employees. Supervisors should make every effort to ensure employees are present on the delivery date of the notices, including canceling leave as appropriate.

In the event an employee is not present at his or her duty location on the day the specific RIF notices are issued, the notice will be sent via certified mail with a copy sent via regular first class mail to the employee's legal address of record. A 5-day delivery timeframe will be presumed, even if the employee refuses to accept the letter or claim/pick up from the Post Office.

## **RIF Offers**

Employees will have a response time of 3 workdays to accept or decline RIF offers. The 3-day clock starts at 5 p.m. on the day of personal delivery of notice by Management official. If the notice is mailed, the employee's 3-day response period will begin on the fifth day following the date on the letter.

## **Exemptions from RIF**

Management shall have discretion to determine whether an excepted service RIF will also be run in the competitive area undergoing a RIF. Presidential Management Fellows and Fire Apprentices, regardless of the appointment authority they are hired under, shall be exempt from RIF. Positions that are formally designated developmental (e.g., grades 5-7 entry level) shall also be exempt if they meet the Office of Personnel Management (OPM) criteria. Two-grade interval positions are generally developmental at the GS-5-7 level but must be reviewed to ensure that formal designation is appropriate. Only those employees that are on a formally designated detailed training career plan will be exempt. Employees in developmental positions that do not have detailed career plans will be included in the RIF. This does not include all general career ladder positions, such as those advertised at GS-11-12. Units will not delay promotion to the target level for the sole purpose of avoiding RIF. Units undergoing RIF will keep a list of all such positions and will make it available to local Union officials (if any) upon request.

We note that Student Career Employment Program (SCEP) that are converted to competitive service will be included in the RIF. Once SCEPS have been converted they are not considered "formal trainees" under OPM regulations.

## **Policy of Least Disruption**

“The policy of “least disruption” will be used in RIF. This means:

1. In Round 1 there will be no intervening displacements. When the position abolished is occupied by someone other than the individual at the bottom of the competitive level, the employee in the abolished position will be reassigned to the continuing position occupied by the person with the lowest retention standing, with the exception of the Holland, Hatrick, and Richardson v. Army Merit System Protection Board decision. This case directs agencies that, notwithstanding a policy of least disruption, tenure group I employees will not be placed in term or other nonpermanent positions held by tenure group III employees, if the same competitive level includes tenure group II employees.
2. In Round 2, when both a vacancy and occupied position at the same grade level are valid offers, the vacancy will be offered. If more than one vacancy is a valid offer, any of the available vacancies may be offered.
3. When two or more occupied positions at the same grade level are possible offers for placement, the offer will be made to the position occupied by the individual with the lowest retention standing (with the Holland Decision, 84 MSPR 269, as an exception to policy).

## **Lines of Progression**

Lines of progression that are used for applying the bump and retreat rights of individuals in RIF will be specific to the competitive areas. For example, if a competitive area applies “one-grade interval” to the GS-462 series for some kinds of positions, they have set a precedent (past practice), and must continue this practice into the RIF. Conversely, if a given position or type of position has previously been filled as a GS-462-8/9/11 within the competitive area, the line of progression for that position would not include GS-10. However, new vacancies created would follow current agency direction (not to establish 2-grade interval career ladders within single grade-interval positions).

## **Records Retention Requirements**

All records relating to a RIF must be retained for at least 1 year after the date that specific RIF notices are issued.

## **AUTORIF**

Management agrees that the Union may have up to three Union members attend the Autorif training sessions as they are given to human resources specialists.

## **ARTICLE 36—Unemployment Compensation**

**Section 6**—Management’s responsibility is limited to providing employees who are being separated or placed in nonpay status with the necessary forms and information to enable the employee to understand how to apply for unemployment compensation. The Union recognizes not all States permit distribution of unemployment compensation application forms outside their offices and that it is the State (not the Forest Service) who determines eligibility for employment compensation. In situations where application forms are not available, general information on how to apply for unemployment compensation should be provided. Whether the material is in the form of State-produced brochures, or handouts prepared by the Forest Service.

## **ARTICLE 37—Volunteers and Government-Sponsored Work Programs**

**Section 1**—The intent of this section is to be consistent with the Volunteers in the National Forest Act, or other enabling laws, grants, and program guidelines that contain language prohibiting the displacement of employees. The second sentence reinforces that it is not appropriate to “require or request” which employees volunteer their time. This is to protect employees from being placed in any situation that could create the appearance that volunteering his or her time is expected, or will provide any special consideration that could affect his or her employment. This section prohibits Bargaining Unit employees from being supervised by volunteers in supervisory positions.

## **ARTICLE 38—Contracting Work Out**

The article was rewritten to reflect changes in the A-76 Process. This article does not cover “Enterprise Teams” or other forms of “in-sourcing.”

**Subsection 1.a**—Note this subsection addresses the review of commercial activities and A-76 processes under Office of Management and Budget (OMB) Circular A-76.

**Subsection 1.b**—Note this subsection refers to the decision to go to contract under any decisionmaking process.

**Subsection 2.e**—Performance Work Statement and Statement Of Work are used interchangeably.

**Section 4**—The intent of the Parties is to allow the review of both the in-house cost estimates used under the OMB Circular A-76 and the Independent Government Estimates referred to in the Federal Acquisition Regulation.

When appropriate, in-house cost estimates and/or Independent Government Estimates can be sent via fax or through hard copy mail instead of incurring travel and per diem costs.

**Section 5**—Examples of appropriate topics for negotiations include the use of Human Resources tools, information and training sessions for employees, and transitioning to the new service provider.

**Section 6**—The intent of the Parties is that the posting will be at work locations but the exact method of the posting of the notice is not given to allow flexibility (i.e., it can be on any bulletin board, sent via e-mail, etc.), nor is it required for any specific work location, such as fire camps, work at home locations, etc.

### **ARTICLE 39—Voluntary Allotment of Union Dues (No Annotation)**

### **ARTICLE 40—Pilot Project/Demonstration Projects (No Annotation)**

### **ARTICLE 41—Job Corps**

**General comment:** This article is included in the Master Agreement to address those aspects of Job Corps that are unique. While this article is exclusive to Job Corps, Job Corps Parties are still bound by the other articles in the Master Agreement. This article addresses only those issues between Management and Bargaining Unit employees; it is not intended to dictate how Management should deal with students.

All of the subsections in previous versions of this Master Agreement have now been grouped into three areas:

1. Relationship between Department of Labor (DOL) and Forest Service.
2. Special Health and Safety Concerns.
3. Shift Assignments and Leave.

**Section 2.a**—[This subsection, in part or total, was 41.1 in the 2000 Master Agreement]. The Parties understand all proper and prudent measures must be taken to insure employee's health and safety concerns are met.

**Section 2.b**—[This subsection, in part or total, was 41.5 in the 2000 Master Agreement]. Management is required to advise the Union of Procedure Requirements Handbook (PRH) changes proposed by DOL and to provide copies to the appropriate individuals. The subsection also reinforces Management's obligation to negotiate, as appropriate, over PRH changes. Management has 28 calendar days to notify the Union of these changes.

It does not, nor is it intended to, infer that any given proposed change is necessarily negotiable. Negotiability is a case-by-case determination. However, it is the Union's right to analyze Management proposals for change, to make its own determination of potential impacts on Bargaining Unit employees, and to argue negotiability where it believes there is a significant change in conditions of employment resulting from the Management proposals.

**Section 2.c**— [This subsection, in part or total, was 41.6 in the 2000 Master Agreement]. This subsection discusses the Union's involvement with the inter-agency agreement policy between the DOL and the Forest Service.

**Section 3.b**— [This subsection, in part or total, was 41. 3 and 41.4 in the 2000 Master Agreement]. The Parties recognize the concerns of an employee working with a student. Both Parties recognize and agree to follow Forest Service and DOL policies on center operations related to protecting an employee from violence.

Management is obligated to follow Forest Service and DOL policies, as applicable, in adhering to staff/student ratios and the handling of disruptive students. It also acknowledges Management's obligation to bargain appropriate arrangements over changes to DOL policies that affect working conditions.

**Section 3.c**— [This subsection, in part or total, was 41.2 in the 2000 Master Agreement]. This subsection states the appropriate procedures for employees when personally threatened by students both while on or off Center. It recognizes the supervisor's obligation to deal with employee reports in accordance with existing regulations and policies, as well as specifying conditions in which employees may directly contact law enforcement for assistance. Such conditions include the employee's obligation to make reasonable attempts to resolve the situation before calling law enforcement. Nothing in this subsection is intended to conflict with DOL or Forest Service policy.

**Section 3.d**— [This subsection, in part or total, was 41.7 in the 2000 Master Agreement]. This subsection addresses annual Blood-borne Pathogens Training for all current employees and new employees.

**Section 3.e**— [This subsection, in part or total, was 41.8 in the 2000 Master Agreement]. This subsection discusses testing and counseling services available to employees who believe they have been exposed to blood-borne pathogens. See Article 27 for blood-borne pathogen testing.

**Section 3.f**— [This subsection, in part or total, was 41.9 in the 2000 Master Agreement]. This subsection discusses the options available to employees dealing with job-related stress. It obligates the local forest supervisors to consider requests from center employees for job rotation to forest positions as a means to deal with job-related stress. It does not obligate Management to make such rotations.

**Section 4.a**— [This subsection, in part or total, was 41.10 in the 2000 Master Agreement]. This section complements Article 18, “Work Schedules.” Job Corps managers and employees should reference Article 18.

**Section 4.b**—This section references Article 20, “Leave.” The scheduling of annual leave can be negotiated at the appropriate level. These negotiations may, take place at the local level for all or part of a center’s Bargaining Unit employees or at the national field office level.

## **ARTICLE 42—Personal Hardship**

**Section 1**—This section’s intent is to establish a consistent process under which Management will deal with employee requests for consideration of personal hardships in conjunction with specific actions (e.g., reassignment). Management reserves the right to determine whether a personal hardship exists and, if so, to determine whether it will affect the personnel action at hand. Management will consider such hardships in making personnel decisions, but it is recognized that Management may not be able to take action to satisfy the request.

**Section 2**—This section is the general definition of personal hardship. The examples cited are intended to establish the general bounds and, as such, are not all-inclusive.

**Subsection 3.c**—This subsection encourages predecisional communication between Management and the hardship applicant. The intent is for the Management official to have a clear understanding of the employee’s personal situation giving rise to the potential hardship.





