

Memorandum of Understanding **Regarding Labor-Management Training**



This Memorandum of Understanding (MOU) is between the National Federation of Federal Employees, Federal District 1, Enterprise Bargaining Unit, hereafter referred to as "Union", and the United States Forest Service, Washington Office, Enterprise Programs, hereafter referred to as "Management". Management and the Union, collectively, constitute "the Parties." The provisions of this MOU apply to Bargaining Unit Employees in the Enterprise Program as described in Appendix A of the Master Agreement. Modification of these procedures by sub-units is not authorized.

The purpose of this MOU is to facilitate the use of training hours for Labor-Management Training in such a way as to ensure consistency, clarity, flexibility, and fairness while balancing mission accomplishment needs. This MOU was negotiated in accordance with Article 31 of the FS Master Agreement. No terms or any part of the MOU may override or conflict with the Master Agreement.

Both Management and the Union want to emphasize that employees and supervisors are encouraged to communicate fully and openly with one another regarding training, work scheduling, and mission accomplishment.

In recognition that the Enterprise Bargaining Unit has not been given the status of a "local" by NFFE, the Parties agree that a bank of hours of official time will be made available to the Enterprise Bargaining Unit to enable Union officials to attend Unionsponsored training. Travel time will not be subtracted from the bank of hours available for this training. A minimum bank of hours will be allocated in the following manner:

- 1. 100 or less Bargaining Unit employees: 120 hours.
- 2. More than 100, but less than 200 Bargaining Unit employees: 160 hours.
- 3. 200, but less than 300 Bargaining Unit employees: 200 hours.
- 4. More than 300 Bargaining Unit employees, an additional 40 hours is allowed for each additional 100 Bargaining Unit employees, or portion thereof.

The terms and conditions of this MOU shall be effective upon the date of signing. If either party wishes to modify its terms, written notification of a desire to reopen it must be provided to the other party. This MOU may be terminated by mutual agreement of the parties. The parties agree that this MOU is terminated should the Enterprise Program reach the status of "local."

for Management

09/30/2011

09/30/2011

Date

Date

JAMES C. "CHRIS" BERRY

Enterprise Programs

USDA, FS, Washington Office

WILLIAM H. HELIN, Director

Vice President

far the Union

NFFE Forest Service Council