

MEMORANDUM OF UNDERSTANDING
Between
USDA - Forest Service
and National Federation of Federal Employees, Local 5300

This Memorandum of Understanding (MOU) is between USDA – Forest Service (Management) and the National Federation of Federal Employees, Forest Service Council, Local 5300 (Union) hereafter referred to as the “Parties”. The purpose of this MOU is to outline the way in which Law Enforcement Officers and Special Agents, because of the nature of their duties, will apply Article 18 of the Master Agreement for Flexible Work Schedules. This MOU resolves all outstanding issues in Federal Service Impasses Panel Case No. 16 FSIP 117. The Parties agree to the following terms:

1. This MOU applies to Law Enforcement Officers and Special Agents who are placed in a Flexible Work Schedule. In any circumstance where this Agreement and the Master Agreement between the Forest Service and the National Federation of Federal Employees are in conflict, the Master Agreement will prevail.
2. Tour of Duty: The time band (tour of duty) for Law Enforcement Officers and Special Agents, will fall between 0500 hours to 2400 hours.
3. Core Days: Core Days for Law Enforcement Officers will be three consecutive days of the employee’s administrative work week Friday, Saturday, and Sunday.
4. Core Hours: Core Hours for Law Enforcement Officers that are working a Maxiflex Schedule will be set by their individual supervisor. The employee and their supervisor will discuss the hours that the employee shall work within their tour of duty. Core hours will be set by the local Supervisor and will be four consecutive hours between the hours of 1000 and 2000 on Friday and Saturday. On Sunday, a four hour block of core hours within the tour of duty will be established by the employee.
5. Special Agents working a Maxiflex schedule will remain on a default Maxiflex schedule, with their Core Days as Tuesday, Wednesday and Thursday. The Core Hours will be 1000-1400 hours, per Article 18 of the Master Agreement.
6. Days Off: Tours of duty for Law Enforcement Officers and Special Agents will typically include two identified days off each week. Supervisors and employees will work together when determining those days off. An employee will notify their supervisor when their use of flexible hours will result in an alternate day off. Notification of the alternate day off should generally be made prior to the flexing of that day, or as soon as practical. The notification may be made orally or in writing.
7. Recording Schedules in Time and Attendance form: Employee schedules will be recorded in Paycheck8, for Established Work Week and Hours (FS-6100-11, Time and Attendance Record). Employees will annotate the negotiated range for tour of duty and identify their established work schedule. The employee will note the hours they have

Initials: TP (Management) SW (Union)

generally agreed to work in the Paycheck8 header, so they may be compensated for differential pays such as night and Sunday differential. For example, if the employee's tour is Wednesday through Sunday 1000 – 1800, the employee would enter: "Wed – Sun 1000 - 1800 (Maxiflex 0500 – 2400, Sun - Sat).

8. Employee requests for changes to Core Hours and Core Days will be handled in accordance with Article 18 of the Master Agreement.
9. Management may make short-term changes in accordance with Article 18 of the Master Agreement.
10. Employees receiving LEAP will not earn or use credit hours.
11. The Parties will develop joint training on flexible work schedules, and the procedures within this MOU. The training will be provided to Law Enforcement Officers and Special Agents within 60 days of the signing of this MOU. Newly hired employees, and employees that move into a flexible work schedule will be provided training within 15 days of being hired or changing to the new schedule.
12. Modifications of these procedures by sub-units is not authorized.
13. This MOU becomes effective on the date of signature. Either Party may request to negotiate all or part of this agreement at a point no earlier than one year after this agreement has been signed, consistent with midterm negotiations under Article 11 of the Master Agreement.

Agreed to:

Management:

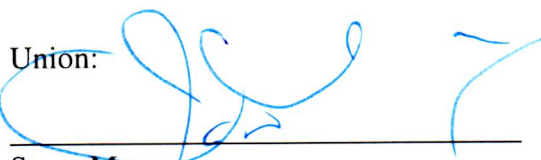


Tracy Perry

12/5/16

Date

Union:



Steve May

12-5-16

Date