

Executive Order 14003

MEMORANDUM of UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is between the United States Department of Agriculture, Forest Service (Management), and the National Federation of Federal Employees, Forest Service Council (Union), hereafter referred to collectively as “the Parties.” This MOU is a Supplemental Agreement under Article 11 of the 2019 Master Agreement between the Parties, and it documents the Parties’ full and final agreement as it relates to the rescission of Executive Orders 13836, 13837, and 13839 and complies with section three of Executive Order 14003.

The Parties agree to follow the 2019 Master Agreement language with the following modifications made in accordance with Executive Order 14003:

Article 3

1. The definition of interest-based problem solving is added back to Article 3 of the Master Agreement as follows:
 - a. 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 to by the Parties at the appropriate level.

Article 5

1. Section 1(a) of Article 5 is modified accordingly:
 - a. Employees who serve as Union representatives will spend the majority of their paid time during the fiscal year performing their assigned agency duties in support of the agency mission. This includes attending necessary training in order to develop and maintain the skills necessary to be proficient in their program areas of work for their position of record and perform their assigned agency duties at the fully successful performance level (See details in Article 21.4).
 - b. Exceptions to the above requirement to spend the majority of paid time performing assigned agency duties will be limited to NFFE-FSC Vice Presidents, four NFFE-FSC Committee Chairs as designated on a yearly basis, the Secretary-Treasurer, General Vice-President, and President of NFFE-FSC as shown below in this MOU. Other exceptions may be requested and approved by management on a case by case basis.
2. The Official Time bank of hours limitation prescribed in Article 5.5(b)(1) is rescinded. Accordingly, the biweekly Official Time report required by Article 5.5(b)(5) is also null and void.
3. The Official Time limitation on NFFE-FSC Vice Presidents and the four Committee Chairs (designated yearly) is 55%.
4. The Official Time limitation on the NFFE-FSC President, General Vice-President, and Secretary-Treasurer is 65%.
5. The Union agrees that its officers and stewards will guard against the abuse or excessive use of official time. Union representatives and the supervisors who approve their requests for release are responsible for ensuring that the amount of official time used for representational functions is reasonable, necessary, and in the public interest as prescribed by 5 U.S.C. § 7131.

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6. To the extent allowed by law, and subject to the release procedures found in Article 5.7, Union representatives may be released to use official time to represent employees in complaints involving the Fair Labor Standards Act, Merit Systems Protection Board, Equal Employment Opportunity Commission, Office of Special Counsel, and Office of Workers Compensation. Official time may also be approved to assist an employee in responding to a proposed disciplinary action and for preparing reports required by 5 USC § 7120(c).

Article 7

1. Union officials are allowed the use of a government computer for the performance of representational activities, even where their agency work does not require a computer.
2. Upon their request, the FSC President and General Vice President will be issued government cellphones for representational activities, if their agency work does not require a cellphone.
3. If a Union official requests to be issued a government computer or cell phone in accordance with this MOU, the following procedures will be followed:
 - a. Union Officials: Notify their supervisor if they need a computer (and/or a cell phone in the case of the FSC President or GVP) for their representational duties and return such government equipment when their Union duties end.
 - b. Supervisors: Following a request from an employee who serves as a union official, the supervisor will submit a request through the CIO Products and Services Catalog (<https://fsweb.wo.fs.fed.us/cio/service-catalog>) to issue the computer or cell phone. The supervisor will coordinate with their servicing Labor Relations Specialist when submitting the request. Finally, the supervisor will ensure the employee returns their government equipment when they leave their union role.
4. A Union representative performing representational functions on approved Official Time may also be approved to use Government-owned or -leased transportation provided that:
 - a. Transportation is available or a seat is available at no additional cost and
 - b. The Union representative has made reasonable efforts to resolve the matter through the use of current communication technologies.
5. Union Use of Facilities

When the Union determines a need for a private space to conduct union representational activities, Union officials may request the use of available meeting space in a Forest Service facility and management will provide that space as soon as possible for the time slot requested. Where possible and applicable, the local procedures already in place for requesting meeting space will be followed.

Article 21

Opportunity Periods. An opportunity period will normally be up to 60 days. 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 rating official will ensure that the

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employee receives adequate work time to improve the area that has been declared unacceptable. Normally within 14 days of the end of the opportunity period, the rating official will notify the employee in writing whether the employee's performance has improved to the fully successful level.

Effective Date, Termination, or Modification

This MOU becomes effective on the date approved by the Agency Head or that date on which the thirty (30) day time-limit for Agency Head Review expires. Either Party may request to extend, modify, or terminate this agreement consistent with Article 11 of the Master Agreement.

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