

**Memorandum of Understanding
between
The US Forest Service and NFFE - Forest Service Council
for the
Enterprise Program**

This Memorandum of Understanding (MOU) between Management, the US Forest Service (FS), and the Union, National Federation of Federal Employees - Forest Service Council (NFFE-FSC), collectively referred to as the Parties, sets forth the procedures and arrangements under which the FS will establish and operate Enterprise Units as defined in this MOU. This MOU replaces all previous MOUs negotiated by the Parties at the National, Intermediate and Local levels covering the Enterprise Program, formerly known as the Reinvention Lab.

Overview:

Enterprise employees are Forest Service employees who are assigned to the Washington Office. They retain their Civil Service status and all associated rights. In addition, Government-wide, USDA, and Forest Service policies/rules/regulations, as well as the Master Agreement between Forest Service and NFFE apply.

The Enterprise Program is composed of Enterprise Units. An Enterprise Unit is a FS sponsored team with an approved written business plan which operates as an independent financially self sustaining business. The Unit is paid by its customers/clients who choose to obtain products and/or goods and services.

Terms and Conditions:

For the purposes of establishing an Enterprise Unit the Lead and or Co-Lead forming the Enterprise are considered uniquely qualified for these position(s). Therefore, the provisions of Article 32 Workforce Restructuring and Placement System (WRAPS) of the Master Agreement are not applicable for the establishment and initial filling of these positions. All other Enterprise Team positions are subject to the provisions of Article 32.

If an Enterprise position is abolished the provisions of Articles 32 and 35 Reduction in Force (RIF) will apply. Prior to any decision to disband an Enterprise Unit, management will explore restructuring or other alternatives such as seeking additional work to help the Enterprise Unit remain viable.

Union Representation, in accordance with Article 5:

- The Union will designate one representative who will be the contact for the Enterprise Director concerning conditions of employment.
- The Union retains the right to select representatives to address workplace issues. In most cases Union representation will be provided by the geographically closest union official.
- When an Enterprise employee is located on a Forest Service unit and local management has decided to make a change in working conditions affecting that employee, the local Union Representative will be the designated contact for Management.

Miscellaneous Provisions:

- Fire Duties: Enterprise employees are Forest Service employees and will comply with the Master Agreement Article 28.1b, consistent with the relative priorities of the work performed. Enterprise status, standing alone, does not exempt employees from this requirement.
- Training and Awards: All individual and group awards options in Article 17 and Training provisions in Article 30 are available for Enterprise employees.
- When Enterprise employees are located on a Forest Service unit, they should be afforded access to local training opportunities and local announcements (e.g. defensive driving training, safety meetings).

- Wellness: This MOU incorporates direction provided in the Washington Office letter dated March 7, 2003 “Excused Absence (Administrative Leave) for Fitness Activities with the National Wellness MOU”. When Enterprise employees are located on a Forest Service unit, they will follow that unit’s wellness plan. Wellness for all other Enterprise employees, and any future modifications to Wellness for Enterprise employees, will be negotiated by the Enterprise Program Director and designated Union representative.

Supervisors must be aware of their labor management obligations, including knowledge of this MOU. Each employee assigned to an enterprise team will be given a copy of this MOU. Upon submission of a prospectus, potential Enterprise Unit Leads will also receive a copy of this MOU.

This MOU will be subject to review and assessment at the request of either party. It will remain in effect, as modified, clarified, or amended by the Parties at the National level, for the duration of the approved Enterprise Program. This MOU may be terminated by mutual agreement of the Parties at the National level.

For the Union:

For Management:

/s/ Dan Duefrene

/s/ William H. Helin

Date: 3/21/2007

Information related to the operations of the Enterprise Program will be posted at <http://fsweb.wo.fs.fed.us/enterprise-program>

The Master Agreement can be found at http://fsweb.wo.fs.fed.us/hrm/labor_relations