

Rollover MOU Agreement

MEMORANDUM of UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is between the United States Department of Agriculture, Forest Service, Monongahela National Forest (Management), and National Association of Government Employees (NAGE), Local R4-88 (Union), hereafter referred to collectively as “the Parties.” This MOU is a Supplemental Agreement under Article 13, 21, 25, 37, 39, and 45 of the 2019 Collective Bargaining Agreement between the Parties, and it documents the Parties’ full and final agreement on the above. Therefore, the Parties have agreed to the following in this Memorandum of Understanding:

1. It is agreed that the CBA language listed below are hereby changed in the current CBA.

Article 13 – Annual Leave

Section 4 – Bereavement Leave

An employee will be granted sick leave to make arrangements necessitated by the death of a family member or to attend the funeral of a family member. Other leave options, such as annual leave, leave without pay, credit hours, or compensatory time off will normally be granted if requested in case of death in the immediate family per Article 15 of the Bargaining unit contract. Family member is defined as: spouse, parents, grandparents, children, including adopted children and spouses thereof; grandchildren, brothers and sisters and spouses thereof; domestic partners and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. In accordance with 5 U.S.C Sec § 6329d(b)(1) employees are entitled to a minimum of two administrative workweeks of paid leave during any 12-month period because of the death of their son or daughter.

Article 21 – Travel and Per Diem

Section – 1

Travel will be performed in accordance with [Title 41 of the Code of Federal Regulations, Subtitle F](#) (most recently updated February 17, 2023), Departmental Regulation, currently 2300- 005 (December 8, 2015), Agriculture Travel Regulation, and any other applicable government wide rule and regulations and this Agreement.

Article 25 – Employee Performance

Section 5

Within 14 days from the end of the Demonstration Opportunity (DO) the Rating official will notify the employee, in writing, whether they had demonstrated acceptable performance as defined in the DO Plan.

Article 37 - Payroll Withholding of Union Dues

Section 5 - Dues Allotment Revocation

An employee may voluntarily revoke an allotment for the payment of dues, at any time after one year following the initial dues withholding assignment, by completing SF- 1188, or by submitting a written request to the Employer for revocation of an allotment, which is otherwise in order and signed by the employee, The Servicing Personnel Office shall process the revocation with NFC, with the change to become effective as soon as administratively feasible. The Employer shall notify the Union, within two (2) working days, of all revocations by submission to the Union of the duplicate copy of the Standard Form 1188 or of the written request.

Article 39 - Contractual Work

Section 10

The Agency recognizes the "right of first refusal" contained in Federal Acquisitions Regulations 52.207-3, and OMB Circular A76, as revised, and will comply with all regulations and will inform employees of their rights. It is understood disputes concerning matters contained in OMB Circular A-76 which would provide the sole basis for a grievance, i.e., there is no other pre-existing legal right upon which the grievance can be based, cannot be subject to the negotiated grievance procedure since the OMB Circular A-76 provides the exclusive appeals procedure for such disputes.

Article 45 -Telework

Section 1

Telework will be administered in accordance with the Telework and Remote Work Programs MOU between USDA Forest Service, Monongahela NF and NAGE, Local R4-88 dated 16 June 2022, applicable laws, government wide rule and regulation, as well as Departmental Regulation, (currently DR 4080-811-002, Telework Program, dated 22 November, 2021) and this Agreement.

2. This MOU becomes effective on the date of final approval by the Agency Head, or that date on which the thirty (30) day time limit for Agency Head review expires, whichever is earlier.

For Management:

ROBERT WEST
Deputy Forest Supervisor

For the Union:

PATRICIA FELTON
President, NAGE Local R4-88