



National Federation of Federal Employees

International Association of Machinists and Aerospace Workers
Forest Service Council



Melissa Baumann, President

Shawn Patterson, General Vice-President

Renee Cranford, Secretary-Treasurer

Date: March 2, 2020

Subject: Article 11 Notice: COVID-19

To: Vicki Christiansen, Chief

Cc: Claudette Fernandez, Deputy Chief; Nikki Wojcik, Labor Relations; Shawn Patterson, NFFE-FSC Negotiations Chairperson

From: Melissa Baumann, NFFE-FSC President

Background and potential impacts to bargaining unit employees: The novel coronavirus has quickly reached the United States, and new cases and fatalities are being announced daily. The Union makes the proposal below with the intent to reduce illness among employees and ensure that they are able to address the needs of their family while limiting the amount of sick or annual leave that they are required to take to deal with this emergency.

In light of the fact that authorities are now estimating that the virus has already been circulating within the Pacific Northwest for a couple weeks without being recognized, the proposal below is made on the assumption that the virus is or will be present in every state within a matter of two weeks or less.

Proposal:

1. All Forest Service offices will provide hand sanitizer in common areas; soap, paper towels, and hand washing instructions in restrooms; cleanser and supplies for employees to clean their workstations, countertops, and doorknobs; and disposable anti-microbial wipes at or near each shared computer, keyboard, and workstation.
2. Meetings will be held by telephone, Skype, or other “virtual” methods whenever possible to accomplish the purpose of the meeting. This may include all employees in an office calling into or using Skype, simply to avoid in-person meetings and contact.
3. Employees will not be required to travel, unless they have been designated as an essential/emergency employee and the travel is necessary to protect life or property (i.e. criteria similar to those used to determine positions excepted from a shutdown furlough).
4. Other social distancing methods will be used, as practical, to minimize spread of disease.
5. The Forest Service will encourage employees who show signs of illness to take leave or telework until they are healthy. If the employee does not have adequate leave, the Agency will provide the employee with work that can be conducted from a telework location or will grant administrative leave.
6. Employees whose work can be performed from a telework location shall be permitted to telework up to full time, if:
 - a. They or their family members have illnesses or conditions that are likely to increase

- the severity of disease for them (e.g. heart disease, chronic respiratory disease, diabetes, high blood pressure, cancer or are over 60 years old, etc.)
- b. Cases of COVID-19 are identified within 100 miles of their duty station or home.
 - c. They must take mass transit to reach work and cases of COVID-19 have been identified within the population served by the transit system. However, if their presence is needed in the office, the Forest Service shall provide parking, so they may avoid public transit.
 - d. The employee's children or elders have been released from school/eldercare or if the employee is needed at home to care for ill family members. In this situation, it is recognized that employees may have to flex time or use some leave for times when they are providing care and not performing work.
7. In case of office closures or mandated quarantines, employees who are unable to telework for any reason (including lack of work that can be performed via telework, problems with technology that prevent telework, or personal illness) will be granted administrative leave. (NOTE: The intent is to not penalize employees who have telework agreements and then fall ill.)
 8. Employees will not be required to provide a medical certificate if they use sick leave due to being ill with symptoms such as those caused by COVID-19 or to care for family members with COVID-19.
 9. Within 2 weeks, the union and management will assemble a task group to review and implement additional measures that may be taken to mitigate disease transmission and illness for fire and field crews.

Proposed Implementation date: Immediately

Lead negotiator for Union: Shawn Patterson

Reply due: In accordance with Article 11 of the Master Agreement, your response is due no later than March 30. However, in light of the urgency of the situation, we propose that we meet as soon as possible to address and agree on actions that can be taken to safeguard our employees and their households.

Other matters: The Union is available to begin negotiations immediately, and we would be willing to schedule a conference call anytime this week to discuss the issues raised in this proposal and other issues related to protecting our employees during this time.

Union Proposed Ground Rules

1. Negotiating teams will consist of three (3) representatives from each Party.
2. Each Party will designate a lead member of their respective team who has authority to execute a binding agreement for their Party.
3. Two team members from a side constitute a quorum.
4. Initial meeting to be via teleconference. Team leads will mutually decide on the date and time.
5. Meeting participants will discuss and clarify interests and discuss logistical arrangements for the next meeting(s).
6. All participants in the meetings shall be connected through LiveMeeting, Adobe Connect or Skype for Business.
7. Meetings will be held as agreed to by the team leads and continue until agreement is reached, appropriately documented and executed, or either Party invokes impasse.
8. If in person meetings are held, the meetings will be scheduled to permit the Union team to travel in pay status, and the Agency shall pay for the cost of Union officials' travel.
9. Meetings will be scheduled during normal working hours of 9:00 a.m. to 4:00 p.m. MDT, will not exceed 6 (six) hours per day session, and will include regular breaks and meal period.
10. By mutual agreement of the Lead Members, subject matter experts may be included in discussions. Subject Matter Experts shall be limited to providing technical information about law, rule, regulation, government-wide policy and the interpretation thereof. SMEs are not additional negotiators for either side.
11. Parties will be permitted to caucus as needed upon request. Upon reconvening, the requesting Party will provide the other Party an explanation of the subject discussed, but not the substance of the discussion.
12. Each party may independently keep notes to document of the proceedings.
13. All team members are expected to be respectful at all times. Side conversations should be turned off during negotiations, except for emergencies. All discussions during negotiations should remain confidential.
14. Agreement of the Parties will be documented in a Memorandum of Understanding (MOU).
15. These Ground Rules shall become effective on the date that this document is signed by the representative of each party.