

Implementation of Forest Service Arduous Medical Process of the Wildland Fire Medical Qualification Program

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 on those negotiable matters surrounding the Agency’s implementation of the Forest Service Arduous Medical Process (AMP) of the Wildland Fire Medical Qualification Program (MQP).

1. The Union recognizes Management’s rights, under 5 USC § 7106, to ensure a workforce that is medically qualified to perform the essential job functions of arduous wildland firefighting safely and efficiently.
2. The Union understands that the AMP will be implemented in phases, and Management agrees to communicate with the NFFE-FSC Council Vice President (CVP) of each affected unit and the Fire Chairs of the Forest Service Council 90 days before implementation in each newly affected unit. The CVPs for the initial group, Regions 8 and 9, will be notified when a firm date is known, which may be less than 90 days before.
3. The Parties agree that flexibility during the implementation of the AMP of the Wildland Fire MQP is important.
 - a. If, due to unforeseen administrative or logistical circumstances, a firefighter is unable to complete some or all portions of the AMP in time for their local Unit’s Work Capacity Test (WCT), despite all reasonable efforts, Management will take reasonable steps to ensure the firefighter is allowed to take the WCT so that they may be available for arduous firefighting duties.
 - b. In these circumstances, the HSQ Coordinator may, in consultation with the Reviewing Medical Officer, approve the firefighter to complete the HSQ/OF-178 process to take the WCT rather than fulfilling the full requirements of the AMP. The firefighter must still complete the AMP process for the next year’s cycle.

4. Management will collect data on the number of arduous employees that are determined to be:
 - a. Medically Qualified
 - b. Not Medically Qualified
 - c. Medically Qualified with an Informal Waiver
 - d. Not Medically Qualified – Information Needed (i.e. sent to the formal waiver process)
 - e. Medically Qualified with a Formal Waiver
 - f. Formal Waiver Denied
 - g. Employee declined the formal waiver process
 - h. Medically Qualified with an MRB waiver
 - i. MRB waiver denied
 - j. Employee declined MRB process

Upon request by the Union, but no more than quarterly, management will provide the above information to the Union at the appropriate level and in accordance with the Privacy Act. Management agrees to notify NFFE-FSC via email should the ability to collect data change OR 90 days prior to a change in operating systems.

5. The Parties recognize the importance of employee safety, which is a key consideration in the implementation of the updated AMP of the Wildland Fire MQP. As such, Management will continue to consider the safety of employees consistent with Master Agreement Article 27 and Article 28.
6. The Parties agree to work in collaboration to develop and continue to update a communication plan, including Frequently Asked Questions (FAQs), for the implementation of the AMP of the Wildland Fire MQP initiative.
7. The Wildland Firefighter MQP AMP Implementation Guide and associated User Guides have been negotiated and are included in this MOU by reference.
8. The Parties agree that employees are required to complete the medical history questions in FS-5100-41 electronically before scheduling an examination. However, if an employee is uncomfortable and/or unsure about answering questions 2, 3, 5, 6, 11, 12, 71, 83(a), 84, 85, and 86, then the employee can choose to not answer these questions and instead discuss those questions during medical examination. For the questions that the employee is not required to answer, there will be a third option for the employee to select, which will be, "Discuss with medical provider." Thereafter, the medical provider will document in FS-5100-41, Part C, any medical concerns related to the unanswered questions.

The above paragraph will appear as a statement before the employee initiates the electronic medical history and examination form, FS-5100-41. The Agency will ensure that the employee and medical provider guides are updated with this information.

9. This MOU becomes effective on the date of final approval by the Agency Head, or that date on which the thirty (30) day limit for agency head review expires, whichever is earlier. The provisions in this MOU that relate to initial implementation will become moot when all of the regions have transitioned. Provision 4 and 8 will continue to apply after this time. A copy of this MOU will be posted to the FS Intranet.

Agreed to on: June 30, 2023

FOR THE UNION:

FOR THE AGENCY:

Dr. Carl Houtman
NFFE Forest Service Council
NFFE-FSC Negotiations Chair

Dr. Jennifer Symonds
Forest Service
FAM Medical Officer
Fire Medical Qualifications Program
Manager

Date

Date