

## Appendix D

### Employment Agreement

#### Responsibility – Supervisor and Human Resource Specialist

##### Introduction

There are two situations in the implementation of FS-FPM where an Employment Agreement between the employee and management may be needed.

##### **Prior to October 1, 2013**

FS-FPM allows positions to be filled during the implementation period without meeting all of the MQS.

Once the determination has been made that a FS-FPM incumbent or person newly hired into a FS-FPM position does not meet the minimum qualification standards (MQS), the employee's supervisor or selecting official should prepare an employment agreement between Management and the employee.

Pages D-2 and D-3 of this appendix contain an Employment Agreement that is intended for unqualified employees that were encumbered or hired during the FS-FPM implementation period, prior to October 1, 2013.

##### **On October 1, 2013:**

If on October 1, 2013 a FS-FPM incumbent is still unqualified, the employee may request a not-to-exceed (NTE) 12-month extension (see *Step 9 of the FS-FPM Implementation Plan*).

If the extension is granted, the employee's home unit must prepare an Employment Agreement which the employee will be required to sign, agreeing to work towards meeting the FS-FPM minimum qualification standards for his/her position in the agreed upon time.

Pages D-4 and D-5 of this appendix contain an Employment Agreement that is intended for unqualified employees who have been granted a 12-month extension.

In both cases, the base language of the Employment Agreements contained in this Appendix have been negotiated with NFFE-FSC, and are not to be modified without union representation if the employee is in the NFFE bargaining unit.

**FS-FPM Employment Agreement (Template for Unqualified Incumbents or New Hires prior to October 1, 2013)**

This agreement is not to be modified without union representation if the employee is in the NFFE bargaining unit

This is an agreement between USDA Forest Service Unit: \_\_\_\_\_

AND

Employee Name: \_\_\_\_\_

Current Position Title, Series, Grade: \_\_\_\_\_

1. PURPOSE OF AGREEMENT

This agreement is intended to assist in the employee's successful completion of the *FS-FPM Standard* requirements prior to October 1, 2013. It is intended that each party will assist the other in the accomplishment of the objectives of this agreement.

2. AGENCY RESPONSIBILITIES

- a. Create an Individual Development Plan (IDP) with input from the employee.
- b. Assist the employee in locating opportunities for training as identified in the IDP.
- c. Monitor employee's progress.
- d. Provide opportunities for completion of NWCG Incident Management Qualifications, as applicable.
- e. As mission needs dictate and with supervisory approval, allow the employee a flexible work schedule for training.
- f. Provide funds when available to pay for training.

3. EMPLOYEE RESPONSIBILITIES

- a. Provide supervisor with input for your IDP.
- b. Assist the supervisor in locating opportunities for training as identified in your IDP.
- c. Complete training as identified in your IDP.
- d. Participate in opportunities for completion of NWCG Incident Management Qualifications, as applicable.
- e. Keep supervisor informed of progress and any problems encountered in completing training.

STATEMENT OF UNDERSTANDING BY EMPLOYEE

I understand the following:

- a. The position I currently occupy has been identified as a key fire management position under the Forest Service Fire Program Management Qualifications Standards and Guide (*FS-FPM Standard*).
- b. At this time I do not fully meet the *FS-FPM Standard* requirements for my position. In order to remain in my FS-FPM position, I must compete these requirement(s), as identified in my Individual Development Plan:

NWCG Incident Management Qualifications \_\_\_\_\_

Additional Required Training \_\_\_\_\_

- c. If I decline the opportunity to meet these requirement(s) or fail to actively pursue these requirement(s), I will be removed from my FS-FPM position.
- d. If I fail to complete these requirement(s) by October 1, 2013, I will be removed from my FS-FPM position.

I certify that I have read and fully understand and accept the conditions of employment cited above.

Signature \_\_\_\_\_  
 Employee Date \_\_\_\_\_

STATEMENT OF UNDERSTANDING BY AGENCY

- a. The agency will make every effort to assist the employee in successfully completing these requirement(s) needed to remain in this position.
- b. The agency will consider all possible options for continuation of employment of the employee if he/she fails to meet the requirement(s) of this position.
- c. The agency will consider a request for a 12 month extension after October 1, 2013 if the employee is unable to meet the requirements contained in this agreement for reasons outside of the employee's control (see Mitigating Circumstances in Step 9 of the FS-FPM Implementation Plan).

Signature \_\_\_\_\_  
 Agency Representative Date \_\_\_\_\_

**FS-FPM Employment Agreement (Template for Employees That Have Been Granted a 12 Month Extension, On or After October 1, 2013)**

This agreement is not to be modified without union representation if the employee is in the NFFE bargaining unit

This is an agreement between USDA Forest Service Unit: \_\_\_\_\_

AND

Employee Name: \_\_\_\_\_

Current Position Title, Series, Grade: \_\_\_\_\_

4. PURPOSE OF AGREEMENT

This agreement is intended to assist in the employee's successful completion of the *FS-FPM Standard* requirements. As a result of an approved extension request, you have been afforded the opportunity to have an additional 12 months after the FS-FPM implementation period to complete the requirements that you are lacking. The date for completion of these requirements is \_\_\_\_\_ (*12 months from date of approved extension*). It is intended that each party will assist the other in the accomplishment of the objectives of this agreement.

5. AGENCY RESPONSIBILITIES

- g. Create an Individual Development Plan (IDP) with input from the employee.
- h. Assist the employee in locating opportunities for training as identified in the IDP.
- i. Monitor employee's progress.
- j. Provide opportunities for completion of NWCG Incident Management Qualifications, as applicable.
- k. As mission needs dictate and with supervisory approval, allow the employee a flexible work schedule for training.
- l. Provide funds when available to pay for training.

6. EMPLOYEE RESPONSIBILITIES

- f. Provide supervisor with input for your IDP.
- g. Assist the supervisor in locating opportunities for training as identified in your IDP.
- h. Complete training as identified in your IDP.
- i. Participate in opportunities for completion of NWCG Incident Management Qualifications, as applicable.
- j. Keep supervisor informed of progress and any problems encountered in completing training.

STATEMENT OF UNDERSTANDING BY EMPLOYEE

I understand the following:

- e. The position I currently occupy has been identified as a key fire management position under the Forest Service Fire Program Management Qualifications Standards and Guide (*FS-FPM Standard*).
- f. At this time I do not fully meet the *FS-FPM Standard* requirements for my position. In order to remain in my FS-FPM position, I must compete these requirement(s), as identified in my Individual Development Plan:

NWCG Incident Management Qualifications \_\_\_\_\_

Additional Required Training \_\_\_\_\_

- g. If I decline the opportunity to meet these requirement(s) or fail to actively pursue these requirement(s), I will be removed from my FS-FPM position.
- h. If I fail to complete these requirement(s) by this date \_\_\_\_/\_\_\_\_/\_\_\_\_\_, I will be removed from my FS-FPM position.

I certify that I have read and fully understand and accept the conditions of employment cited above.

Signature \_\_\_\_\_  
 Employee Date \_\_\_\_\_

STATEMENT OF UNDERSTANDING BY AGENCY

- d. The agency will make every effort to assist the employee in successfully completing these requirement(s) needed to remain in this position.
- e. The agency will consider all possible options for continuation of employment of the employee if he/she fails to meet the requirement(s) of this position.
- f. The agency will also consider a request for an additional 12 month extension if the employee is unable to meet the requirements contained in this agreement for reasons outside of the employee's control (see Mitigating Circumstances in Step 9 of the FS-FPM Implementation Plan). The same procedures for requesting an additional extension as described in Step 9 will apply.

Signature \_\_\_\_\_  
 Agency Representative Date \_\_\_\_\_