

15 March 2013

**MEMORANDUM OF AGREEMENT (MOA)**  
**On**  
**Administrative (Planned) Furlough Procedures**

1. The American Federation of Government Employees (AFGE) Council 214 and Air Force Materiel Command (AFMC), hereafter referred to as the Union and Management, hereby enter into this Memorandum of Agreement to address the impacts of a furlough of the Federal Government due to sequestration of appropriated funds. It applies to bargaining unit employees, except fire fighter personnel, covered by the Master Labor Agreement (MLA) between the parties.
2. Congress has mandated a sequestration of DoD appropriations, which resulted in a 10% cut in FY 2013 funding for civilian salaries. To meet the shortfall, DoD activities have been directed to furlough civilian employees for a total of 22 workdays (or NTE 176 hours) during the last 6 months of the fiscal year. The purpose of this collective bargaining agreement is to implement steps and actions which will minimize any adverse effects on bargaining unit employees of in the event of an administrative furlough.

***Terminology***

3. "Excepted" employees are excepted from an administrative furlough because they are in a mission that is deemed critical and the loss of man hours will result in mission degradation to the point of failure. Excepted position will be subject to HQ AFMC/CV approval, Air Force approval and Undersecretary of Defense review. Excepted employees are not subject to furlough.
4. "Covered" employees, for the purpose of this MOA, are non-excepted employees. Covered employees are subject to furlough.

***Excepted Employees***

5. Only the minimum number of civilian employees necessary to carry out excepted activities will be "excepted" and will not be furloughed. Positions that provide direct support to excepted positions may also be deemed excepted if they are critical to performing the excepted activity.
6. Determinations regarding status of excepted or non-excepted will be made on a position by position basis. Where a limited number of available employees perform the same job and have the requisite skills for carrying out excepted activities, Management will select the most senior volunteer(s) based on the Service Computation Date for Reduction In Force (SCD-RIF) to work during furlough. If

number of volunteers is not sufficient, management will select the least senior non-volunteer(s) with the requisite skills to work during furlough.

### ***Days of Furlough***

7. Subject to supervisory approval and mission needs, employees serving furloughs over many pay periods may request desired furlough days. The furlough pay periods will cover pay periods between 21-Apr-2013 and 21-Sep-2013.

All employees must serve 16-20 hours in each of the first 2 pay periods starting 21 Apr 2013. In the event the duration of the furlough is reduced, the employees who partake in C and D below will NOT be reimbursed or compensated for the difference. Conflicts between employees with requisite skills on proposed schedules will be resolved by seniority using the Service Computation Date for Reduction In Force (SCD-RIF).

The following are furlough time flexibility options:

- a. Except as the employee requests otherwise, employees will not be furloughed for more than two work days or 16-20 hours in each pay period between 21 April and 21 September 2013, not to exceed 176 hours.
  - b. Organizational commanders, directors, complex or installation-wide commanders can determine organization-wide scheduling of furlough days (i.e., organization shutdown) for their employees when necessary to avert detrimental degradation of mission operations. This option would be appropriate to address scenarios where employees work as a team or individual furlough schedules would impact available employees' ability to accomplish their assigned tasks. This option will require a seven calendar day advance written notice to the Local Union President to include organization name, location, list of BUEs, identification of shutdown furlough days, and reason for the shutdown. If organization shutdown day(s) are implemented and established compressed work schedules (e.g. 4-10s or 5-4-9) are determined to be detrimental, the employer must follow the procedures in item #8.
  - c. An employee may request to serve the furlough all at once minus the mandatory hours served in the first 2 pay periods. If a single stretch of hours is approved, it must be started NLT 14 Jun 2013.
  - d. An employee may request to serve the furlough in amounts greater than the 16-20 hours per pay period but less than the total furlough time. Half of the furlough time must be taken NLT 29 Jun. The remaining half must be used by 21 Sep 13.
8. Alternate Work Schedules (AWS) (e.g. CWS) may be suspended during the furlough period only as essential to accomplish the mission. Supervisors will utilize flexibility in maintaining AWS' as long as the mission is not impacted. Should the need arise to postpone an employee's AWS, management

shall get approval through their respective Installation Commander and give a 7 calendar days' notice to the union and afford it an opportunity to bargain the terms of AWS suspension. No AWS adjustments will be proposed to go into effect during the first two pay periods of furlough. If an AWS is postponed during a furlough period; after the furlough period has passed (i.e. 30 Sep 2013), the employee shall revert back to the AWS.

9. With supervisory approval, furlough days may be scheduled for the workday preceding the holiday or the workday following the holiday. Employees will not be scheduled for furlough days both the day before and the day after a holiday, as that will prevent them from earning pay on the holiday.
10. Furlough time will be taken in whole days, based on the employee's normal work schedule. Subject to mission needs or requirements, partial furlough days (i.e. 4 hours) should not occur unless a single partial day is needed to reach the 176 hour total. At the employee's request, partial days may be requested to accommodate personal schedules.
11. Approved leave-without-pay (LWOP) hours between 21 Apr and 21 Sep 2013, such as absences under the Family Medical Leave Act shall count toward the employee's 176 hours of furlough time. LWOP hours prior to receipt of furlough notification will not be retroactive and counted towards the 176 hours.
12. With supervisor approval, employees may use furlough days in lieu of sick leave unless organizational-wide schedules have been implemented under 7 (b).
13. Employees who are hired into the bargaining unit after the furlough begins will serve a proportionate number of days on furlough.
14. Part time employees will receive a proportionately reduced number of furlough hours. For example, a 20 hour/week employee (half a normal 40 hour schedule) will receive 88 hours of furlough (half of 176).
15. At management's discretion, employees on an approved telework agreement may retain their telework days as long as they are not scheduled furlough days. Employee proposed telework agreements will be considered using the same negotiated criteria in effect prior to the furlough (reference "Air Force Materiel Command (AFMC) Telework Program" MOA, dated 8 February 2012).
16. Regularly scheduled premium pay days (e.g. Sunday pay, etc.) will not be designated as furlough days unless mission dictates. Employees may request that premium pay days are furlough days.

### ***Furlough Preparation***

17. Management will conduct briefings for all employees subject to the furlough. Management will inform employees the reasons for the furlough, and the total length of the furlough. The Union will be invited to attend and give remarks.
18. Management will issue furlough notices to all covered employees. Furlough notices will indicate the actions and steps taken to lessen the impact of the furlough on employees. Following receipt of a furlough notice, employees will have 7 calendar days to reply to the notice.
19. Before issuing furlough notices to employees, local management will provide the local union president a report showing the number of positions that are covered and excepted, broken out by organization (squadron level or lower).
20. Employees are legally prohibited from doing their government job while on furlough.

### ***Furlough Termination***

21. If the furlough is terminated, furloughed employees on leave will be notified of when to return to work not less than one workday before work is to resume. Normally, notification will be by telephone call to the employee's phone number of record.
22. If the furlough is terminated, mission-permitting employees may use annual leave to retain scheduled furlough days off.

### ***Benefits***

23. Benefits (FEHB, FEGLI, FEDVIP, Thrift Savings, etc.) will be administered in accordance with OPM guidance.

### ***General***

24. At the employee's request, management will explain the applicable rules and reporting requirements for outside employment, and will provide the necessary disclosure forms
25. If an employee experiences financial difficulty due to furlough, the furlough may be considered as a mitigating factor in determining if an employee's security clearance should be suspended/denied.

26. Employees on furlough will not be subject to on-call, call-back or standby unless management requires them to respond to an emergency. If required to respond to an emergency, employees will be compensated.
27. Employees who may be held in duty status beyond their normal shift (e.g. critical situations to protect life or property) may earn compensatory time or overtime IAW 5 CFR part 551.
28. Union officials are not permitted to work on official time on furlough days. In situations where union official cannot represent a BUE due to furlough, time limits under the Article 6 and 7 of the MLA will be extended up by an amount equal to the intervening furlough days. The same applies to time limits for Equal Opportunity (EO) cases. EO cases will be IAW 5 CFR 1614.105 (a) (1) and AFI 36-2706 para 4.2.
29. Scheduled arbitrations will take place as scheduled. Furlough days for participants will be adjusted to allow duty time for arbitration preparation and hearing attendance.
30. An employee's performance evaluation/appraisal will be given as appropriate. Impact from the furlough on employee's ability to perform their assigned duties will be taken into consideration as a mitigating factor on performance.
31. Parent fees for child care services may be adjusted based on the local installation's child care staffing levels and program operations during a furlough period. Local installations may choose from the following options:
  - a. If staffing and program operations continue as normal, parents will continue to pay their regular fee whether or not they use the services.
  - b. If staffing prevents care from being offered to any parents during the furlough period, the child care center may provide parents credit for the days in which they will not be provided childcare (Note: credits are based on the daily rate which is the weekly fee divided by 5).
  - c. If reduced child attendance numbers on furlough days would provide the program the additional flexibility necessary to accommodate both parent needs and staffing limitations, parents may have the option of paying their regular rate and using care on their furlough day OR receiving credit for not attending on their scheduled furlough day. If this option is used, parents need to provide their scheduled furlough days to their child care center so child attendance can be estimated.

If parents request additional financial assistance, the Installation or the Mission Support Group Commander may apply a blanket waiver for the duration of the furlough period that allows child development programs to temporarily reassess total family/fee categories based on the furloughed rate of pay for all affected parents.


If the fee category has not changed and further fee assistance is still needed, parents may utilize the formal hardship waiver process for further fee reduction.

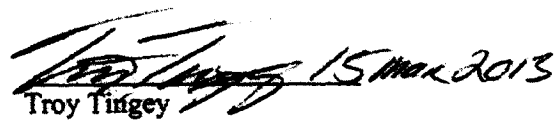
Any fee adjustments will expire once the furlough period ends.

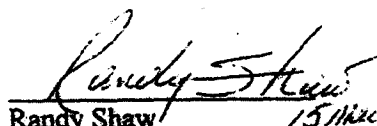
32. If requested by the employee, Management will issue a letter explaining the employee's situation (i.e. terms of furlough, duration, etc.) to any person, corporation, or institution to which the employee is having difficulty meeting a financial obligation because of the furlough.
33. All remedies available under the MLA or 5 U.S.C. 71 will remain available to the parties if concerns cannot be cooperatively resolved.

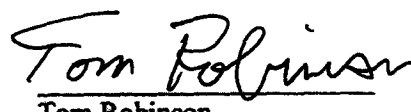
For Management/Date

For the Union/Date

  
15 MAR 2013  
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