

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, and collectively as the Parties, hereby enter into this Memorandum of Agreement to address the impacts of a furlough of the Federal Government due to sequestration of appropriated funds in Fiscal Year 2013. 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 cut in Fiscal Year (FY) 2013 funding for civilian salaries. To meet the shortfall, DoD activities have been directed to potentially furlough civilian employees for a portion of time during FY 2013. The purpose of this collective bargaining agreement is to implement steps and actions which will minimize any adverse effects on bargaining unit employees in the event of an administrative furlough.
3. This MOA supersedes the 15 March 2013 MOA on Administrative (Planned) Furlough Procedures, signed by the Parties.

Terminology

4. "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. The union will be provided a list of AF approved AFMC exceptions prior to furlough notice. Excepted employees are not subject to furlough.
5. "Covered" employees, for the purpose of this MOA, are non-excepted employees. Covered employees are subject to furlough.

Excepted Employees

6. During the furlough proposal and decision process, the deciding officials have the authority to exempt individual employees on a case-by-case basis. These situations will be rare and must be critical to the safety of life or property.
7. 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, the employees will be selected based on the longest service as determined by SCD-RIF. If the number of employees who opt to work is not sufficient, management will select the least senior non-volunteer(s) with the requisite skills to work during furlough.

Days of Furlough

8. Subject to supervisory approval and mission needs, employees serving furloughs over many pay periods may request desired furlough days.

8.1 All employees must serve 16-20 hours in the first pay period of the furlough period. In the event the duration of the furlough is reduced, the employees who partake in 8.2.3 and 8.2.4 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). *Note: Normally, employees may serve an average of 16 hours per pay period unless they remain on a compressed work schedule (CWS). In such cases, they can serve up to 20 hours (i.e. employees on a 4-10 CWS) as long as they remain on CWS.*

8.2 The following are furlough time flexibility options:

8.2.1 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.

8.2.2 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 in certain industrial settings and environments where employees work as a team, or where individual furlough schedules would significantly impair employees' ability to accomplish their assigned tasks. It would not be appropriate in typical office environments, where individuals work independently and schedules can be adjusted to cover a five day workweek. This option will require a 14 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 #9, below. If organization-wide schedules are implemented, options 8.2.3 and 8.2.4 are dismissed. (Option 8.2.2 is not available to the Air Force Sustainment Center (AFSC) if the Working Capital Fund employees are found to be excepted from the furlough.)

8.2.3 An employee may request to serve the furlough all at once minus the mandatory hours served in the first pay period.

8.2.4 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.

9. 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 14 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 September 2013), the employee shall revert back to the AWS. If the number of total furlough days less than 5 days, the option of cancelling AWS is not an option.

10. 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.
11. Furlough time will be taken in whole days, based on the employee's normal work schedule. At the employee's request, partial days may be requested to accommodate personal schedules. Partial furlough days (e.g. 4, 5, 6 hour workdays) will not be mandated unless a single partial day is needed to reach the furlough hour total.
12. Approved leave-without-pay (LWOP) hours during the Fiscal Year 2013 furlough period, such as absences under the Family Medical Leave Act shall count toward the employee's total furlough time. LWOP hours prior to receipt of furlough notification will not be retroactive and counted towards the employee's furlough time.
13. With supervisor approval, employees may use furlough days in lieu of sick leave unless organizational-wide schedules have been implemented under 8.2.2.
14. Employees who are hired into the bargaining unit after the furlough begins will serve a proportionate number of days on furlough.
15. 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 NTE 56 hours of furlough (half of 112). In this example, the number of total furlough hours per full time employee is 112.
16. 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).
17. Previously scheduled and approved annual leave will not be cancelled under MLA section 23.04, for furloughed employees due to workload impacts caused by furlough.
18. 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

19. 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.
20. Management will issue furlough notices to all covered employees. Following receipt of a furlough notice, employees will have 7 calendar days to reply to the notice.
21. 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).
22. Employees are legally prohibited from doing their government job while on furlough.

Furlough Termination

23. 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.
24. If the furlough is terminated, mission-permitting employees may use annual leave to retain scheduled furlough days off.

Benefits

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

General

26. At the employee's request, management will explain the applicable rules and reporting requirements for outside employment, and will provide the necessary disclosure forms
27. 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.
28. 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. Employees are still required to serve their total furlough hours.
29. 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.
30. 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.
31. Scheduled arbitrations should not be delayed because of furlough. Furlough days for participants will be adjusted to allow duty time for arbitration preparation and hearing attendance.
32. 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.
33. 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:
 - 33.1 If staffing and program operations continue as normal, parents will continue to pay their regular fee whether or not they use the services.
 - 33.2 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).

- 33.3 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.

34. 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.
35. 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

SIGNED

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