

## MEMORANDUM OF UNDERSTANDING

The purpose of this agreement is to implement steps and actions designed to minimize or eliminate the adverse effects on bargaining unit employees should administrative furlough become necessary as a result of sequestration. Accordingly, the parties herein have agreed to cooperate to the maximum extent feasible in reducing the impact of the administrative furlough on employees.

### 1. General.

- a. This memorandum shall apply only to administrative furlough. The parties agree that the content of this memorandum shall not set precedence to be applied in emergency furlough situations. The parties agree that emergency furlough procedures will be bargained separately.
- b. It is understood that nothing in this agreement is intended to waive or limit any statutory rights of individual employees which may exist in the absence of this agreement.
- c. Current expectations are that the majority of employees on Davis-Monthan will be subject to the administrative furlough. Unlike emergency furloughs, administrative furloughs broadly affect the majority of employees. Telework will not be permitted as the cost of establishing new telework situations is contrary to the necessary budget cuts driving the furlough. The Union will be afforded appropriate notification if management modifies this decision and allows establishment of telework for any employee. Additionally, employees who are hired into the bargaining unit after the furloughs begin will serve a proportionate number of days on furlough.
- d. In the event that any employee(s) on Davis-Monthan AFB are determined to be excepted from the furlough, the Union shall be provided with an explanation as to what criteria was relied upon in determining the excepted status. The Union may submit questions/challenges concerning the Agency's decision to except certain employees for consideration.
- e. Contract employees are normally employed through contracts for which funds were previously executed. As such, contract employees will generally be expected to continue working full 40-hour work-weeks if required by the contract. However, to the extent permitted by law, and while still meeting mission requirements, contract employee schedules will be modified to coincide with the furlough schedules of their Federal Civilian counterparts
- f. The Agency will conduct a briefing for all the employees who will be subject to the furlough. Within the scope of the Agency's knowledge, the Agency will

inform employees the reasons for the furlough, what alternatives to enacting the furlough were considered, why they were not adopted, and the total length of the furlough.

- g. The parties understand that administrative furlough alone may not be sufficient cause to discontinue Civilian participation in Physical Fitness Activities. Consistent with 355 FW/CC guidance dated 15 December 2008, "Duty time for physical fitness may be temporarily suspended or cancelled at any time due to workload demands, unacceptable or erratic attendance, poor performance, misconduct of any kind, or failure to comply with the terms and conditions specified on the application. The decision to cancel or temporarily suspend participation may be grieved through the Negotiated Grievance Procedure; non-bargaining unit employees may grieve in accordance with the procedures defined by AFI 36-1203, Administrative Grievance System."
2. **Health Coverage.** The employer will continue to provide the full employer contribution to health benefits under the Federal Employees Health Benefit Program for employees affected by a furlough.
3. **Employment Assistance and Financial Information.** Employees requiring assistance concerning outside employment or financial information during the furlough may make use of services offered by the Davis-Monthan Airman and Family Readiness Center (A&FRC.) Mission permitting, this assistance may be authorized by the Agency during regular duty hours. The A&FRC offers a myriad of assistance programs which are available to Federal Civilian employees such as:
  - **Money Matters and Financial Resources**
  - **Resiliency and Stress Reduction**
  - **Family Life Issues**
  - **Employment Assistance**
  - **Resume and Interviewing Information**
  - **Community Resources**
4. **Performance-related actions.**
  - a. Management recognizes that performance in certain situations may be affected by the furlough.
  - b. When performance problems arise, management will engage with the employee to determine the cause of the performance issue. If it is determined that the furlough is responsible for the adverse effect on performance, consideration of the effects will be given, as appropriate.
  - c. This does not preclude management from exercising appropriate corrective measures under the CBA, Article 21, if it is determined that the performance issues are not related to the furlough.

5. **Call-in.** Employees who are in a furlough status will not be subject to orders or other work-related instructions.
6. **Child Care.** Employees affected by the furlough shall be permitted to use the DMAFB Child Development Centers for child care providing the Centers have sufficient available care slots. It is understood that employees have the option of filing a hardship request in an effort to reduce child care costs.
7. **Furlough Execution.**
  - a. It is understood that during the furlough employees will be furloughed 8 hours a week until the furlough is lifted or ends. Furloughed employees will be working 32 hours a week during the furloughs.
  - b. Where an entire organization will be shutting down completely for set furlough days (i.e.: complete shutdown every Friday or every-other Friday) employees are expected to comply with the organizational furlough days. No options will be afforded in this situation as the entire organization is equitably furloughed.
  - c. In situations where the organization cannot shut down completely and the furlough must be spanned across multiple days, available days will be offered to employees in a fair and equitable manner. The following process shall be implemented to determine individual furlough days:
    - I. Mission requirements will take precedence above all other considerations. However, when denying a requested furlough day for adverse mission impact, the Agency will provide supporting documentation to verify the alleged adverse impact.
    - II. Employees will submit their requests in writing for specific furlough days to their supervision for consideration.
    - III. If there are no conflicts, disputes or adverse mission impacts (as supported IAW section I above) regarding employee-requested furlough days, the days requested will be granted to the employee.
    - IV. If more than one employee in a given section requests the same furlough day, an equitable rotation roster will be used. This roster shall list all employees requesting that particular furlough day in order of seniority as determined by service computation date (SCD.) The desired furlough day shall be rotated equitably among those on the roster. Annotations shall be made on the roster to record the rotation cycle.

**8. Alternative and Compressed Work Schedules (AWS/CWS).**

- a. Where organizational AWS/CWS agreements allow for temporary suspension of the schedule, the AWS/CWS schedule will be temporarily suspended. Employees will be permitted to return to their pre-furlough AWS/CWS schedule the first full pay period following the end of the administrative furlough.
- b. Organizations with established AWS/CWS schedules not covered by an existing agreement shall have the option of maintaining the AWS/CWS schedule provided there is no adverse impact to the mission. Agency claims of adverse impact must be supported through appropriate documentation of such. If the AWS/CWS schedule is causing an adverse impact, the schedule may be temporarily suspended during the furlough. Employees will be permitted to return to their pre-furlough AWS/CWS schedule the first full pay period following the end of the administrative furlough.
- c. If an organization employs a 4-10 AWS schedule, employees may not work more than 10 hours in any given day. Anything more than 10 hours in a day will result in overtime costs contrary to budget cutting measures. Below are example schedules that may be used if desired to maintain the 4-10 AWS during the furlough without exceeding the 10-hour per day limit:

- I. Working three 10 hour days a week and being furloughed 8 hours on the fourth day. The fifth day is the employee's normal AWS day off. Example below of 4-10 schedule with Friday as AWS day off:

M	10	10
Tu	10	10
W	10	10
Th	0	4
Th	furlough	furlough
F	aws	aws
hours	30	34
	<b>total</b>	<b>64</b>

- II. Working two 10 hour days and two 6-hour days a week and being furloughed 4 hours. The fifth day is the employee's normal AWS day off. Example below of 4-10 schedule with Friday as AWS day off:

M	10	10
Tu	10	10
W	6	6
Th	6	6
F	aws	aws
hours	32	32
<b>total</b>	<b>64</b>	

- III. Working four 8 hour days a week and being furloughed 2 hours each day. The employee will have the choice to work the first or last four hours of their normal shift. The fifth day is the employee's normal AWS day off. Example below of 4-10 schedule with Friday as AWS day off:

M	8	8
Tu	8	8
W	8	8
Th	8	8
F	aws	aws
hours	32	32
<b>total</b>	<b>64</b>	

- d. If an organization employs a 5-4/9 CWS schedule, employees may not work more than 9 hours in any given day. Anything more than 9 hours in a day will result in overtime costs contrary to budget cutting measures. Below is an example schedule that may be used if desired to maintain the 5-4/9 CWS during the furlough without exceeding the 9-hour per day limit:

M	9	9
Tu	9	9
W	8	8
T	8	W 4/F4
F	furlough	aws
hours	34	30
<b>total</b>	<b>64</b>	

## 9. Furlough Notices.

- a. Furlough notices must provide employees with all information to which they are entitled by law.
  - b. Furlough notices will be delivered to individual employees directly and in person. The date of signature on the proposal will be the date the 30-day notification period begins. If an employee is not available for in-person, direct notification, other notification means may be used such as certified mail with return receipt, electronic notification with delivery and read receipt or any other delivery method deemed appropriate to ensure verified receipt of the notice. In the case of postal mail, the date of signature on the return receipt will be the date the notice period begins. In the case of electronic notification, the date of the read receipt will be the date the notice period begins.
  - c. The parties agree that employees affected by the furlough may present their individual furlough notice to any creditor, lender or other appropriate party as necessary. The furlough notice may help to support requests for extensions, forgiveness, leniency, etc. as employees attempt to mitigate the financial impact of the furlough.
10. Should the Agency's situation change so that furloughs can be shortened, the Agency will act promptly to carry out guidance which returns employees to duty. Supervisors will ensure that they have employees current contact information (email, home and/or cell phone) so that the employees can be notified immediately of the requirement to return to duty.
11. In accordance with DCPAS guidance dated 02 May 2013: "To ensure all furloughed employees are treated equitably in the Department of Defense, furlough hours for employees with an uncommon tour will be set to achieve the same percentage pay reduction experienced by 80-hour biweekly full-time employees." Accordingly, pay for DM employees on an uncommon tour of duty (such as firefighters) will be calculated using methods similar to those outlined in the aforementioned DCPAS guidance to achieve equity between all furloughed employees.
12. The Union at any time may provide proposals for any subject that is not specifically addressed in this agreement.
13. The agreement reached by the parties will be sent to all bargaining unit employees.

FOR THE UNION

Joseph Royce

5-24-13

Date

FOR THE EMPLOYER

Sam Royce

5/24/2013

Date