

MEMORANDUM OF AGREEMENT

Between the
Defense Logistics Agency
And the

American Federation of Government Employees, Council 169
EMERGENCY FURLOUGH

This MOA establishes procedures and describes actions the Agency will take in the event of a furlough of 30 days or less (furlough) in accordance with applicable law, Government-wide rule or regulation.

1. The Agency will determine those positions to be "excepted" in the event of a furlough in accordance with established DoD guidance. In some instances, organizations will have multiple employees performing essentially identical functions but only a portion of them will be necessary for continuation of essential operations during a furlough. In those instances, employees will be excepted based on seniority. Seniority will be determined using the employee's Reduction-in-Force Service Computation Dates (RIF SCD). The continuation of the exempted activities may require a unique skill-set not possessed by the senior employee. In such incidents, the responsible supervisor/manager shall identify the most senior individual possessing the requisite unique skill-set necessary to perform the exempt activity immediately upon suspension of operations. The supervisor/manager will document the basis for that determination in a memorandum for the record.
2. Employees will be provided written notice of the furlough. Whenever practicable, written notice will be given in advance. However, failure to provide advance notice will not entitle employees to be kept in a pay status for the notice period after the furlough date.
3. The Agency will provide a copy of an SF-8 in conjunction with the written notice of the furlough.
4. The supervisor will attempt to contact an employee who is away from the worksite, using contact information that is on file. This includes employees on approved leave and those who may be TDY. For those employees who are on leave, such leave will be canceled.
5. The Parties recognize that the number of furlough days may not be known in advance and that the Agency may not be able to notify bargaining unit employees of the duration of the furlough. Employees will be notified of when to return to work via public media. Additionally, the supervisor will make every reasonable effort to contact employees personally (includes leaving a message on a personal voice mail system), using contact information on file, via telephone or email.
6. As soon as practicable and after approval by the appropriate authorities, the Agency will furnish the respective local union (with a copy to the Council President) a copy of the list of "excepted" bargaining unit positions and the bargaining unit employees who have been designated to be retained in those "excepted" positions in accordance with paragraph 1. The list will be used for official representation purposes only.
7. Time frames for grievances and ADR will be extended for the length of the furlough.
8. All provisions of the Master Labor Agreement will be applicable under the furlough except those that are in conflict with law related to furlough actions.

9. Those employees who are not furloughed and who are on an approved telework agreement may continue to telework unless the supervisor/manager determines that the employee's presence at the worksite is necessary due to the emergency furlough situation.
10. Employees are entitled to benefits outlined in guidance issued by the Office of Personnel Management related to emergency furloughs. This guidance can be found at <http://www.opm.gov/furlough/furlough.asp>.
11. The parties agree to abide by applicable laws, rules, and regulations regarding emergency furloughs. If Congress and the President enact legislation regarding retroactive compensation for furloughed employees, the parties agree to engage in discussions/negotiations (if appropriate) regarding the implementation of such legislation to bargaining unit employees, as applicable.

 10/19/11

Brad Burn, Director
DLA Human Resources

 10-17-11

Frank D. Rienti, President
AFGE Council 169