

The following constitutes agreement between the Department of Veterans Affairs (management) and the American Federation of Government Employees, National VA Council (union) concerning the furlough as proposed for FY 1991:

1. When feasible, furloughs will be spread out among employees in affected competitive levels to minimize the impact on each employee and the disruption of VA activities. All employees shall be accorded fair and equitable treatment consistent with this agreement.
2. For furloughs of 30 days or less, management will consider employee preference, e.g. to work a shorter prorated week, to schedule furloughs over two pay periods, or to be furloughed for a certain number of consecutive days in scheduling the furlough, etc.
3. Management will inform employees of the effects of furloughs on the employee's entitlement to retirement, life and health insurance and other benefits.
4. Employees, Title 5 and Title 38, shall be informed of their rights to grieve or appeal, as appropriate.
5. Management agrees not to object to employee(s) filing for unemployment benefits during the furloughs.
6. Consistent with applicable law and regulations management will continue to provide the full employer contribution to health benefits under the Federal Employees Health Benefits Program for employees affected by the change. (FPM Chapter 890 and Supplement 890-1)
7. Upon request, affected employees may be provided assistance by the employer in locating outside employment so as to avoid or minimize income lost as a result of the employer's proposed action. Such assistance will include among other things:
  - (a) use of local facilities for groups and individual meetings to pursue outside employment;
  - (b) waivers of restrictions on outside employment to the extent permissible under applicable law and government regulations. If approval of outside employment is required, the employer will give it priority consideration following the submission of the necessary oral explanation or documentation and will attempt to provide a response as soon as possible prior to the furlough day(s).

- 8.A. In rating employees on annual performance, management will take into consideration the absence from work of employees due to furloughs.
- B. When budgetary considerations permit, employees will not be denied performance awards or rated lower for purposes of such awards due to furloughs.
9. Any official time lost as a result of a furlough will be recouped at a later date and scheduled by mutual agreement. This will not affect the number of days an AFGE representative will be furloughed.
10. If sequestration ends during the three day period of furlough, the agency will attempt to contact all employees to return to work. If such contact is not successful, employees will not be considered to be AWOL. Said employees will be granted LWOP or annual leave as appropriate upon return to duty.
11. Management does not intend to assign overtime work due to a shortage of employees during the furlough.
- 12.A. Once management determines the furlough period nothing in this agreement shall affect the authority of management under 7106 (a) and (b) (1). Nothing in this agreement shall preclude the parties at the local level from negotiating procedures, which management officials of the Department will observe in exercising any authority under this agreement or negotiating appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials. To meet the modified workload during the furlough, management will do the following:
  1. Honor employee desires as to continuous or discontinuous furloughs.
  2. It is management's intent not to schedule the same employees for both the day before and the day after a holiday as being a furlough days. If this intent changes, seniority (SCD) shall determine who first is scheduled thusly.
  3. If an employee request is not honored, the employee will receive an explanation from management.

- B. Management will make a good faith effort to minimize the number of furlough days and thereby limit the monetary impact on employees.
13. This document constitutes an agreement of the parties. There are items in dispute which will be addressed in another forum. Those disputed items are enumerated in a separate memorandum of understanding.
14. At the conclusion of the national negotiations, management will forward, within 2 workdays, the agreement language to local facilities and instruct them to give a copy to the local union upon receipt. The local union may request bargaining and such a request will be honored.

  
For Management

  
For the N.V.A.C.

9-21-90  
Date