

NFFE FURLOUGH AGREEMENT

The following constitutes agreement between the Department of Veterans Affairs (Management) and the National Federation of Federal Employees, National VA Council (Union) on behalf of its locals concerning impact and implementation bargaining as it regards the proposed furlough for FY 1991:

1. Management at the local level will inform the local union in advance of any proposed furlough.
2. Management will inform employees that they may be eligible for unemployment benefits. Management, with the cooperation of the appropriate State agency, will provide a fact sheet containing unemployment benefits information. At a minimum the sheet will inform employees of benefits available in their state of residence, the waiting period, if any, eligibility factors, and the location and phone numbers of state and/or municipal agencies responsible for administering the program in the local area.
3. When management determines to furlough some, but not all, of the employees in a competitive level, management shall give the furloughed employees a valid reason for their selection.
4. To lessen the impact of budget restraints, although it may not necessarily eliminate the need for furloughs, the agency will consider:
 - (a) an external hiring freeze
 - (b) a freeze on promotions
 - (c) cancelling costly training
 - (d) cutting overtime
5. Employees will not be discouraged from speaking with the media, Congress, or private citizens regarding the furloughs.
6. Except in an emergency, Management shall give employees a 30 day proposed notice prior to any furlough. Whenever possible the notice shall be delivered to the employee and the date of signature on the receipt will be the beginning date of the 30 day period.
7. When selecting employees for furloughs of 30 days or less, management will first seek volunteers from among the employees in the affected competitive level(s).
8. All employees shall be accorded fair and equitable treatment consistent with this agreement.
9. During periods of furlough, affected employees will continue to receive leave and health benefits and retirement credit in accordance with applicable law and regulations. Management will provide information to employees regarding the effects of furlough on these and other benefits.

Page 2.

NFFE Furlough Agreement

10. Consistent with applicable laws and regulations, management will continue to provide the full employer contributions to health benefits under the Federal Employees Health Benefits Program for employees affected by the change.
11. In considering an employee's performance, management will take into consideration the absence from work of employees due to furloughs.
12. When budgetary considerations permit, employees will not be denied performance awards. However, this will not prevent management from delaying the granting of such awards when it is based upon budgetary considerations.
13. Management will calculate the necessary furlough time in hours and/or days so that employees will be treated equitably.
14. Where NFFE representatives' use of official time is based on a percentage of their work schedules, that percentage of work hours will not be reduced as a result of the change in schedules caused by furloughs.
15. If an employee is furloughed management will indicate in the remarks section on the time and attendance records that the employee is in a furlough status.
16. In the event Congress legislates retroactive payment for employees, furloughed employees will be made whole, as appropriate.
17. Management will automatically recompute furloughed employees' annual earnings and adjust the employees' tax withholdings to reflect actual earnings.
18. Upon request, management will change furloughed employees' allotments or withholdings. If there are insufficient funds available in an employees' paycheck, the employee may pay the premiums directly to the Department, or may pay accumulated premiums upon return to work in accordance with applicable laws, rules and regulations. Prior to making a change, employees are encouraged to discuss the change with appropriate personnel.
19. After the period of furlough is identified, employees will be allowed to request a continuous or intermittent specific schedule for the furlough time. An employee's request will normally be honored unless management determines that mission or workload require otherwise. Upon written request, the employee will be provided a written reason for denial.

20. Management will seriously consider excusing bargaining unit employees from furlough based on a bona fide financial hardship.

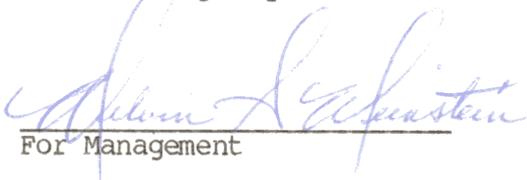
a. Since furloughs are a budget necessity, in order to be excused from part or all of a proposed furlough, the employee must identify a voluntary donor who will request leave without pay (LWOP) or voluntary furlough equivalent to the excused employee's salary to relieve the excused employee from furlough.

b. No ceiling has been placed on employee donors requesting leave without pay.

c. No more than two percent of the employees covered by this agreement, at each facility, will be approved for additional days of voluntary furlough in order to assist an employee with a financial hardship. Such requests will be considered in order of receipt until the two percent limit is exhausted. No employee may exceed 5 days of additional voluntary furlough.

d. An illustration of the program follows. An employee paid at the rate of \$15.00 hourly, who donates 4 hours of LWOP (a value of \$60.00), would provide 8 hours of funds for an employee earning \$7.50 hourly to remain at work. In no instance should the transfer increase overall VA salary requirements.

e. Requests for LWOP or additional voluntary furlough days, in support of this provision, will be reviewed in conjunction with local staffing requirements.


For Management


For the NFFE-VA
Council

September 19, 1990
Date