

ARTICLE 125

Furloughs

Section 1. A furlough is a non-disciplinary action placing an employee in a temporary non-duty and non-pay status because of lack of work or funds or for other non-disciplinary reasons, such as an emergency or a lapse in appropriations or authorization. The types of furloughs covered under this Agreement are as follows: save money (or non-emergency), furlough of more than thirty (30) continuous calendar days or twenty-two (22) discontinuous workdays and emergency (shutdown) or lapse of appropriation (authorization). Furloughs of bargaining unit employees will be governed by HRPMP EMP-1.27 and this Agreement.

Section 2. When implementing a save money or non-emergency furlough of 30 days or less, each Line of Business/Staff Office shall engage in pre-decisional involvement with the Union at the corresponding level, in considering the following actions in order to avoid or mitigate the effects of a furlough:

- a. Request approval from the Office of Personnel Management to use the Voluntary Early Retirement Authority (VERA) which allows permanent employees to retire early;
- b. Authorize the use of the Voluntary Separation Incentive Pay (VSIP) to eligible employees to voluntarily separate through retirement or resignation;
- c. Support/encourage voluntary action such as voluntary changes from full-time to part-time schedules, voluntary resignations or retirements, acceptance of other federal jobs, voluntary placement in furlough status or additional days in furlough status;
- d. Ensure that part-time employees work only the number of hours in their official work schedule and/or changing the part time employee's official work schedule to one with fewer hours.
- e. Offer employees with the affected organization the opportunity to volunteer for involuntary RIF separations;
- f. Implement hiring and/or promotion freezes;
- g. Terminate temporary appointments;
- h. Terminate reemployed annuitants;
- i. Curtail overtime, except in emergency cases; and
- j. Implement furlough on authorized holidays.

Section 3. In the event the Agency determines that it must implement a furlough, it will provide notice and opportunity to bargain in accordance with the Parties' collective bargaining agreement. The notice will contain, at a minimum, the proposed number of employees that will be furloughed and the proposed amount of days and/or hours associated with each furlough. In case of save money or non-emergency furlough, the Agency shall provide the Union a copy of the Agency's business case/furlough plan as soon as possible upon final approval from AHR. Except in the case of an emergency furlough, the Union will

be provided a briefing on information relied upon by the Agency in making its decision to furlough bargaining unit employees, including actions considered to avoid or mitigate the effects of the furlough. Following the briefing, the Agency and the Union will negotiate at the national level on procedures and appropriate arrangements for implementing the furlough. In conjunction with the bargaining process, the Parties will also develop a joint Q&A for reference by bargaining unit employees impacted by the furlough.

Section 4. A written notice of the proposed furlough action will be signed by the deciding official and given to the employee at least thirty (30) days prior to the proposed effective date. The Agency may use electronic delivery for the both the notice of proposed furlough and the final letter of decision, as appropriate. This notice shall contain the maximum number of days/hours the employee will be furloughed. If a furlough period is extended, the Parties acknowledge that the Union will be provided notice and an opportunity to bargain, as appropriate.

Section 5. For furloughs other than a lapse in Congressional appropriations, the provisions contained in the Disciplinary/ Adverse Action article in the appropriate collective bargaining agreement shall apply.

Section 6. For part-time employees, the furlough requirements shall be pro-rated by computing the furlough days as furlough hours in the same proportion to those hours scheduled for full-time employees working 80 hours biweekly, based on work schedules.

Section 7. For furloughs of more than thirty (30) continuous calendar days or more than twenty- two (22) work days, the RIF procedures contained in this Agreement shall apply.

Section 8. In scheduling a save money or non-emergency furlough, the furlough requirement may be expressed in terms of days or hours. An employee's current work schedule, including AWS, determines the number of hours in his or her workday. For purposes of equity, employees will not be furloughed more than eight (8) hours in a workday, unless otherwise agreed to by the Parties.

Section 9. Whenever a furlough occurs that will result in the employee being placed in a non-pay status, an SF-8 (Notice to Federal Employees About Unemployment Insurance) will be provided not later than when the non-pay status begins. In addition, a link will be provided to a fact sheet containing information on applying for unemployment benefits.

Section 10. A previously scheduled and approved day of annual leave, sick leave, court leave, military leave, leave for bone marrow or organ donation, or any other approved leave will not be converted to a furlough day unless agreed to by the employee, providing that the required furlough day(s)/hour(s) can be accomplished during the corresponding pay period.

Section 11. If an employee is scheduled to be on LWOP during his or her furlough period, the employee may designate any hours and/or days of LWOP as furlough time off in order to meet the furlough requirements.

Section 12. An employee who is on approved LWOP under the FMLA on days that coincide with the period of furlough shall be permitted to convert his or her LWOP to furlough time.

Section 13. When an employee's pay is insufficient to permit all deductions to be made, the Agency shall follow the order of precedence for applying deductions in compliance with applicable directives.

Section 14. An employee is entitled to receive pay for a holiday so long as he or she is in a pay status on either the workday preceding a holiday or the workday following a holiday. This applies to the in lieu of holiday as well.

Section 15. At those facilities where no leave exigency exists, cancellation of approved leave shall be in accordance with this Agreement.

Section 16. The Parties agree that, notwithstanding any provision in a CBA or Agency directive, if a furlough substantially interferes with the timing of a developmental employee's transition through the applicable developmental stages by, for example, preventing the employee from receiving necessary training, and who, but for the furlough, would have received a pay increase or promotion as a result of transitioning to journey level status, the Parties will meet to discuss appropriate resolution of the matter, if any, at the Service Area, Division, or the equivalent organizational level. In the absence of a mutually agreeable resolution, the Union is free to pursue other appropriate remedies.

Section 17. Temporary employees retained by the Agency shall receive their furlough days/hours in the same manner as permanent employees.

Section 18. Absences due to a furlough shall be taken into consideration when assessing performance.

Section 19. Employees may utilize Employee Assistance Program (EAP) while in a furlough status to obtain credit/financial counseling services.

Section 20. To the extent authorized by law, Agency subsidized programs, including but not limited to childcare, transit and parking subsidies, shall not be negatively affected by a furlough.

Section 21. The Agency will make available through the employee website, a letter which may be presented to their creditors detailing the length of the furlough and the impact on the employee's salary.

Section 22. During the furlough period, any employee on temporary assignment away from the facility/office shall continue to be reimbursed for expenses authorized by applicable travel directives and this Agreement. An employee's authorized use of a rental vehicle on a temporary duty assignment (TDY) shall not be affected by the furlough day(s)/hour(s) assigned.