

Memorandum of Agreement

Between

Defense Logistics Agency Distribution Cherry Point, NC

And

International Association of Machinist and Aerospace Workers
(IAM&AW) Local Lodge 2297

Administrative Furloughs

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

For furloughs caused by a lapse of appropriations, the Parties agree to reconvene to pursue a mutual understanding of the procedures and policies affecting bargaining unit employees to the extent allowed under Collective Bargaining.

For furloughs of a non-emergency basis (administrative furloughs), to include such "furloughs" caused by "Sequestration" under the Budget Control Act (BCA) of 2011:

1. The Agency will determine those positions to be "excepted" in the event of a furlough in accordance with established DoD guidance. In general, exceptions will be based on position requirements and will be limited based on the determination of the DLA Director. Where organizations will have multiple employees performing essentially identical functions but only a portion of them will be excepted from the furlough, the exception of individual employees will be based on seniority using the Reduction In Force (RIF) Service Computation Date (SCD). As soon as practicable and after approval by the appropriate authorities, the Agency will furnish the President/Vice President of Local Lodge 2297 a copy of the list of "excepted" bargaining unit positions.
2. To the extent practicable employees will serve furloughs of equal length.
3. DLA Employees subject to furlough will be placed on a five (5) day, eight (8) hour work week, with flexible start/end time. Furlough days will be discontinuous and will be either the first or last day of the work week. Employees will submit their desired furlough day (first or last day of their work week) to their immediate supervisor. In those instances where there is conflict from multiple employees requesting the same furlough day and all requests cannot be accommodated, ties will be broken by the supervisor applying the RIF SCD. In considering employee requests within the above parameters, supervisors will ensure sufficient staffing to meet curtailed mission requirements. Those employees who currently have an alternative work schedule with a scheduled regular day off will have the option of retaining their current day off as their weekly furlough day. For furlough days that fall on a holiday, the next business day will serve as the furlough day.

4. Furlough days will be discontinuous and will be served on either the first or last day of the employee's work week. Employees who currently have a Sunday as part of their basic work schedule will not be required to be furloughed on Sunday. In those instances the supervisor and the employee will work together to determine the standard furlough day.
5. The Parties agree that DLA industrial operations supporting a co-located customer (i.e., Distribution Centers co-located with a Service industrial customers, supply, storage, & distribution retail operations supporting Shipyards, Air Logistics Centers, Fleet Readiness Centers, or Army Maintenance Depots), may need to deviate from Section 3 of this MOA by adopting the same furlough schedule as the co-located customer (example: if an Air Logistics Center closes every Friday, the onsite DLA Aviation SS&D operation may close/furlough the same day) in such cases the Agency Representative shall promptly notify the appropriate Union official of the required deviation. This day must not be varied from week to week and must remain the same throughout the furlough period.
6. Employees who were working any type of alternative work schedule will return to such work schedule effective the first full pay period following the end of the furlough period.
7. Employees who are hired or transferred into the bargaining unit after the furloughs begin will serve a proportionate number of days on furlough.
8. Employees will be provided a 30-day written notice of the furlough. The notice will include a description of the reason for the furlough, applicable rights to appeal, and a proposed date for the furlough to be effected.
9. All provisions of the recognized Collective Bargaining Agreement will be applicable during the furlough. If there is a conflict between the terms and conditions appearing in this MOA and the Negotiated Agreement the conditions contained in the Negotiated Agreement shall apply. If there is a conflict between the terms and conditions appearing in this MOA and the law the law related to furlough actions shall apply.
10. For the purposes of timeframes for grievances and ADR furlough days will be treated as non-work days.
11. Should the Department's situation change so that furloughs can be shortened, the Agency will act promptly to cancel additional furlough days. The President/Vice President of IAM &AW Local Lodge 2297 will be notified immediately. Employees will be notified of the cancellation of additional furlough days as soon as practicable; this will include multiple communication vehicles including public media.
12. Employees on an approved telework agreement who are not furloughed on their scheduled telework day may continue to telework. Those employees who are furloughed on their telework day may request to change their telework day during the furlough period. Requests for additional telework in accordance with current procedures may be considered, subject to mission and workload requirements.

13. Employees are entitled to benefits outlined in guidance issued by the Office of Personnel Management related to non-emergency furloughs. This guidance can be found at <http://www.opm.gov/furlough/furlough.asp>.
14. The Parties agree to abide by applicable laws, rules, and regulations regarding furloughs. If Congress and the President enact legislation regarding retroactive compensation for furloughed employees, the Parties agree to engage in discussions regarding the implementation of such legislation to bargaining unit employees, as applicable.

The parties agree that the terms of this MOA may change as updated guidance/instructions are received by DLA Distribution Headquarters, from the President, Congress or the Department of Defense.

Robert K. Taylor 3/6/13
Robert K. Taylor Date
Director, DLA Distribution CPNC

Ronald D. Shafer 3/6/2013
Ronald D. Shafer Date
Directing Business Representative
District Lodge 110 Havelock, N.C.