

The following constitutes agreement between the Department of Veterans Affairs (Management) and the American Federation of Government Employees, AFL-CIO, National VA Council (Union) concerning furlough as a result of the lapse in appropriations for FY 1996.

1. Management will inform employees of the effects of the furlough on their entitlement to retirement, life and health insurance and other benefits.
2. Title 5 and Title 38 employees shall be informed of their rights to grieve or appeal, as appropriate.
3. Management agrees not to object to employees(s) filing for unemployment benefits during the furlough.
4. Consistent with applicable law and regulations, management will continue to provide the full employer contribution to health benefits under the Federal Employees Health Benefit Program for employees affected by the change (FPM Chapter 890 and Supplement 890-1).
5. Upon request, furloughed employees will be provided assistance by the Department in locating outside employment so as to avoid or minimize income lost as a result of the furlough. Such assistance shall include among other things:
 - (a) use of local facilities for groups and individual meetings to pursue outside employment;
 - (b) waivers of restriction 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).
 - (c) use of sufficient administrative leave to contact Federal job placement officials and employment agencies.
 - (d) use of sufficient administrative leave for counseling on and applying for unemployment benefits.
6. The Department of Veterans Affairs shall not in accordance with law attempt to dissuade its employees from exercising their 1st amendment rights, i.e., to express their feelings, perception and factual matters concerning the proposed furlough.
7. In the event funding is subsequently provided to the Department and the Department has the discretion to retroactively pay employees, the Department will grant employees who suffer a loss of pay through furlough administrative leave equal to the lost time.

2.

8. In rating employees on annual performance, management will take into consideration the impact due to absence from work of employees as a result of the furlough.

9. Employees will not be denied performance awards or rated lower for purposes of such awards due solely to furlough.

10. Any official time lost as a result of a furlough will be recouped at a later date and scheduled as appropriate.

11. The Department does not intend to assign overtime work due to a shortage of employees during the furlough.

12. The Department shall make a good faith effort to minimize the number of furlough days and thereby limit the monetary impact on employees.

13. If a funding measure is passed during the period of furlough, the Department will attempt to contact all employees to return to work. If such contact is not successful, employees will not be considered to be AWOL. Those employees will be granted LWOP or annual leave as appropriate upon their return to duty.

14. Once excepted positions are identified, employees within those positions may volunteer to be furloughed and such volunteers will be considered.

15. In accordance with E.O. 12871, 5 US. C 7106 (b)(1) matters are mandatory subjects for local bargaining.

16. If for some unforeseen reason or unusual circumstance, employees are in travel status when the furlough occurs, the Department will return said employees to their duty station at government expense.

17. Facilities will seriously consider NPR guidance with respect to employee/supervisor ratio in determining who will be furloughed.

18. If local conflicts cannot be resolved in a timely manner, seniority will be the tie breaking factor for retention during furlough.

19. Except under the most unusual circumstances, when the furlough ceases, employees furloughed will return to their same tours of duty, duty locations and work schedules.

20. When determining which positions are excepted from furlough, it should be considered that Union officials have a statutory obligation to represent its constituents.

3.

21. When feasible and if the local parties agree, furloughs will be spread out among employees in affected competitive levels to minimize the impact on each employee and the disruption of the Department activities. All employees shall be accorded fair and equitable treatment consistent with this agreement.

22. Within two (2) workdays, the Department will forward this signed agreement 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 shall be honored.

James Foris
For Management

Walter Gloske
For Union

9/13/95
DATE