



## Memorandum of Agreement Regarding Exception to Furloughs Of Passport Services BUE



**March - 2011**

This Memorandum of Agreement (MOA) is entered into between Passport Services and the National Federation of Federal Employees – Local 1998, regarding passport employees who may work during a furlough. The purpose of this MOA is to spell out the procedures and arrangements to ensure fair and equitable work opportunities during furlough periods, if and where available.

1. Management will decide the number or percentage of employees and necessary grade levels needed to work during a furlough. Management will provide the Union with this information, separated out by agency. Management will continually assess the needs of the agency and reserves the right to change the number or percentage of employees and the necessary grade levels as appropriate.
2. Management will ask by email for interest from those bargaining unit employees who wish to work during a furlough where opportunities are available. Email responses from employees are due no later than close of business the following day (defined as the end of night shift for offices with night shifts). Employees on 26% or greater audit review, presently on a PIP, on leave restriction, or who are the subject of a disciplinary action, as described in Article 24, Section 3 of the Agreement, within the last year are not eligible to be considered.
3. From the list of eligible interested employees, Management will decide which employees are qualified to work during a furlough. Management will notify the Union President and Vice President of which employees are considered qualified. This list, separated out by office, will be provided to the Union by the beginning of the last workday before a scheduled shutdown of operations, or as quickly as possible. Management will inform the Senior Steward and Steward of each office of the local employees considered qualified to work during a furlough.
4. If Management determines that it will need employees to work during a furlough, it will first pick from the qualified list referenced in Paragraph 2. Interested employees who are determined qualified by Management will be selected on a seniority basis within each office (length of employment with the federal government as demonstrated by the SCD on the SF-50).
5. In situations where Management determines that its need for employees to be called back exceeds the number of those interested in working during a furlough, they will call qualified employees back on a reverse-seniority basis (those with lowest amount of federal government service as demonstrated by the SCD on the SF-50). There may be



situations where only one member of an office is qualified to perform a particular task, and if that job function must be performed during the furlough, then that employee will be required to work during the furlough.

6. The only exception to the seniority basis will be in instances where management determines that at least ten bargaining unit employees are needed to work during a furlough in a particular Passport Office at any one time. In such situations, one of those called back will be a Union official unless no Union officials are found qualified by Management to perform the work or there are no Union officials at that job site. If there are multiple Union officials deemed qualified, the Union will select which official from that location will report to work.
7. In situations where there are more qualified employees eligible to perform the work during a furlough, once an employee has reported to work for one pay period during a furlough as determined under Section 3 of this agreement that employee's rotation will end. The next senior employee who expressed interest to work during a furlough but had not yet been called up will be rotated in to work for the next pay period. Rotations will continue with those that have elected to work during the furlough to the extent possible as long as positions are appropriately filled.
8. For each furlough affecting the nationwide bargaining unit, Management will conduct a new survey prior to the anticipated furlough or as early as possible. During any new furlough, management will follow the procedures outlined in 2-6 above.
9. Management is not obligated to contact employees who are on leave during the entire period that the survey is conducted, however Management will honor employees' statements of interest (or non-interest) if received prior to the deadline designated in paragraph 2. During the furlough, all AWS options for bargaining unit employees who work during the furlough will be suspended. Eligible and qualified BUE may express interest, regardless of shift/schedule, but the hours of work during the furlough will be determined at the sole discretion of management.
10. The Parties agree that in situations where there are ties in seniority between two or more bargaining unit employees in a particular office, Management shall use a random method to break the tie (e.g. coin flip). If a Union representative or Union designated BUE is available to witness the tie break, that will be done, otherwise the Union President and Vice President will be notified of the selection and tiebreak method. Upon request, employees deemed qualified but not selected will be given the reason they were not selected.
11. The Union shall be provided prompt advance notification of governing Department furlough guidance affecting bargaining unit employees when it becomes available.
12. Once this agreement is effective, all BUEs will be afforded 15 minutes of official time to review this agreement, and the time will be recorded as "Official Union Time" in MIS.

13. This MOA will be reviewed annually on the anniversary of the effective date.

14. Except as agreed to in this MOA, nothing in this agreement is intended to waive or limit any employee's contractual or statutory rights.

For Management

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For the Union

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