

MEMORANDUM OF AGREEMENT (MOA)

Between the First Army Division East; Fort Meade Garrison; MEDDAC/KACC; DENTAC; NEC Fort Meade; LRC Fort Meade; Fort Meade Non-appropriated Fund; The U.S. Army Field Band
And the

American Federation of Government Employees, AFL-CIO, Local 1923 (AFGE)

ADMINISTRATIVE FURLOUGH

9. Should any modifications to the furlough (an extension of the furlough or if it becomes an emergency furlough due to a lapse in appropriations) become necessary, the Parties will meet to renegotiate this agreement, to include any other issues relative to the modifications.
10. The Parties agree to meet on at least a monthly basis to discuss any unforeseen issues arising due to the furlough. If the Parties are unable to reach an agreement concerning the unforeseen issues, they may invoke negotiations.
11. The furlough shall not be used as justification to make any modifications in the allocation and use of official time by Union Representatives.
12. The Agency will notify the Union of any exceptions of bargaining unit members made to the furloughs. The Agency will supply Union with justification(s)/reason(s) for each exception.
13. To the extent practicable, employees will serve furloughs of equal length, relative to their respective work schedules i.e., full time/part time.
14. Employees who are hired into the bargaining unit after the furloughs begin will serve a proportionate number of furlough days/hours.
15. Should the Agency's situation change so that furloughs can be shortened, the Agency will act promptly to notify Union, all unit employees, so as to cancel the furloughs subject of this agreement.
16. The agency agrees to provide all unit Employees information and/or links to information should the furloughs impact their FEHBP or other Federal Employee benefits. Nothing in this proposal shall be construed so as to waive any rights accorded employees by virtue of the Collective Bargaining Agreement, law, rule, or government wide regulation.
17. The parties agree that this Memorandum of Agreement concerns an administrative furlough imposed as a result of sequestration. In the event that employees are also subsequently placed on an emergency furlough due to a lapse of appropriations, they will receive retroactive pay and restoration of any and all benefits/compensation due and owed so long as and when specifically approved by Congress in an appropriation and signed by the President, to the extent permitted by law, rule, and government wide regulation. The parties agree that FORSCOM, or IMCOM, or MEDCOM, or DENCOM, or NETCOM, or ASC, or MDW has no power on its own, independent of actions taken by Congress and the President, to make retroactive payments and restore any benefits/compensation due and owed as a result of an emergency furlough due to a lapse of appropriations
18. The provisions contained herein constitute the full and final agreement between the Parties with regard to the implementation of the Fiscal Year 2013 Administrative Furlough of bargaining unit employees.

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1. Civilian employees are subject to furlough of up to 22 discontinuous workdays (176 hours). Regular Part Time civilian employees will be furloughed on a pro-rated basis, based upon the amount of scheduled work hours. Civilian employees will be excepted only with the agency commander's approval, or by a commander's designee with authority to approve such exceptions.
2. Proposed furlough notices will be issued to affected employees on or about March 21 – 25, 2013.
3. Furloughs, not disciplinary in nature, of 30 calendar days, or less, are to be conducted according to adverse action procedures. Each bargaining unit employee will receive a notice of proposed furlough in advance as required by regulation. Employees will have 7 calendar days to respond, after receipt of the notice, to the reasons for the furlough. A decision in writing will be issued to the employees before action, if any, is to be taken.
4. Proposed furlough notices will be hand delivered to each civilian employee, if possible. Employees will sign and date receipt for the notice and return a copy to the supervisor. If an employee cannot be provided a notice in person, the notice will be mailed (certified mail and delivery receipt) to the employee's last known mailing address, or sent by electronic mail, or other method given as additional guidance on how to provide notice to employees, from the Office of the Secretary of Defense (OSD), Department of the Army (DA), or director or senior commander of a party to this agreement.
5. Employees on a Compressed Work Schedule (CWS) will be converted to a work week of five eight-hour days. Regular Part Time employees' schedule will not be converted. Employees will be furloughed two eight-hour days or sixteen hours within each pay period, beginning April 26 through September 21, 2013. Management will schedule the specific furlough days, in advance, after seeking employee input. Employees will be allowed to request changes to the furlough day on a case-by-case, non-recurring basis, with supervisory approval. Employees on an approved Compressed Work Schedule prior to the furlough period will be returned to their approved compressed work schedule upon completion of the furlough period. Employees on approved Compressed Work Schedules may request to continue on that schedule, through the furlough period, with the approval of the supervisor.
6. Unless mutually agreed upon and reduced to writing, all provisions of the Collective Bargaining Agreement shall continue to be binding upon the parties.
7. Any modifications/waivers to the Collective Bargaining Agreement shall be strictly construed so as to not impact any other portion of the Collective Bargaining Agreement unless specified in writing.
8. All modifications to the Collective Bargaining Agreement will immediately cease at the conclusion of the furlough and all provisions of the Collective Bargaining Agreement will again be in full force and effect.

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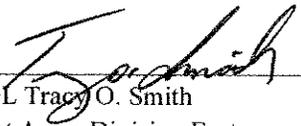
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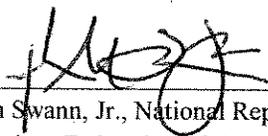
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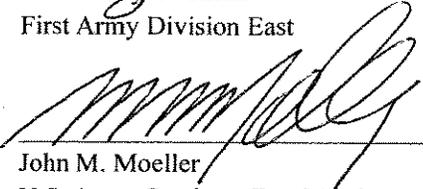
American Federation of Government Employees, AFL-CIO, Local 1923 (AFGE)
ADMINISTRATIVE FURLOUGH

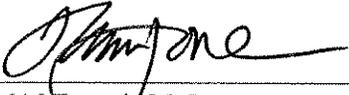
FOR THE PARTIES:

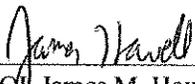
FOR THE UNION:


COL Tracy O. Smith
First Army Division East

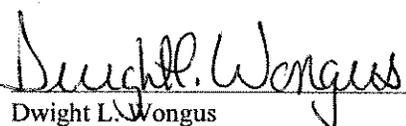

John Swann, Jr., National Representative, District 4,
American Federation of Government Employees, AFL-CIO


John M. Moeller
U.S. Army Garrison, Fort Meade

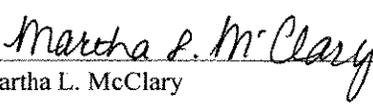

MAJ Fammie M. Jones
MEDDAC/Kimbrough Ambulatory Care Center


COL James M. Howell III
Dental Activity – Fort Meade


Terry J. Isbell
Network Enterprise Center – Fort Meade


Dwight L. Wongus
Logistics Readiness Center – Fort Meade


SGM Leslie Nock
The U.S. Army Field Band


Martha L. McClary
Non-appropriated Fund, (DFMWR) – Fort Meade