

**MEMORANDUM OF UNDERSTANDING**  
**Emergency Furlough of Employees Due to Absence of Agency Appropriations**

This Memorandum of Understanding (MOU) is between USDA – Forest Service (Management) and the National Federation of Federal Employees, Forest Service Council (Union) hereafter referred to as the “Parties”.

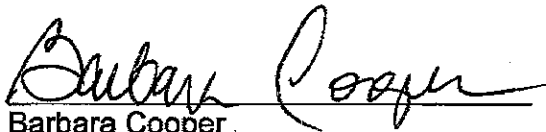
This MOU applies only to emergency furlough of bargaining unit employees due to the absence of Agency appropriations and the shutdown of Agency operations. The Parties stipulate that the signators to this MOA have the authority to bind their respective party and agree to the following:

1. Local Line Officers shall coordinate with Union representatives in advance to ensure Union representatives have access to Union files and their computers to conduct Union representational functions.
2. Except in the case of unforeseen circumstances, employees subject to being “on call” during the furlough will be identified in advance and notified by the end of the first furlough day. Employees will be called back only to complete work under functions that are excepted; for example: protection of life and property and orderly shutdown of the Agency. The procedures of Article 18 of the Master Agreement will apply to employees who are “on call” during the furlough. Employees “called back” during a furlough will be paid in accordance with Article 19 of the Master Agreement when Congress subsequently enacts appropriations for the Agency. Employees who are not notified that they are “on call” during the furlough will not be accountable to respond.
3. All time lines in the Master Agreement, except individual vacancy announcements, will be extended equal to the number of days of the furlough unless otherwise required by law or government regulations. The Parties’ intent is that individual vacancy announcements will not close during the furlough if possible.
4. Local Line Officers will develop procedures for notifying all employees of the end of the furlough. These procedures are subject to local negotiations. Upon notification of the end of the furlough, employees will be expected to return to work on their next regular duty day. Employees who are unable to return to work upon notification of the end of the furlough shall notify their immediate supervisor and may request leave in accordance with Article 20 of the Master Agreement. Employee leave requests approved prior to the start of the furlough for leave that extends beyond the end date of the furlough shall be automatically reinstated at the conclusion of the furlough for the remainder of the original leave period.
5. The Parties agree that furlough notices will include information regarding unemployment benefits specific to each state, including contact information. The

Union will be given the opportunity to review the content of the furlough notices prior to release. The FAQ will be developed with Union input and made available to employees prior to the furlough. The HRM contact center and the Forest Service intranet and internet sites will be used to communicate Forest Service-wide general furlough information. The Union, at the appropriate level, will be provided a list of all excepted bargaining unit employees.

6. The rescheduling of arbitration hearings that are scheduled during a furlough will be handled in accordance with the Master Agreement, Article 10.8.i.
7. If the appropriation law does not specify or prohibit payment of retroactive pay for furloughed employees and if such payment does not result in subsequent layoffs or furlough, the Agency will grant retroactive administrative leave equal to the time lost for those employees who suffer lost salary/wages due to an emergency furlough caused by a lapse in appropriations. The intent of the Parties is to compensate employee without significantly compromising the ability of the Agency to deliver its mission. Therefore, if the Agency believes it cannot comply with this provision, it shall notify the Union at the national level and the Parties shall negotiate on alternative provision.
8. Employees and their families who are in government furnished housing (GFH) at the time of a furlough will be permitted to stay in government housing. Employees who continue to occupy GFH units while on leave or furlough, with or without pay, will continue to be charged for housing. It is the Parties intent that in lieu of collecting rental charges from employees during periods of furlough, the estimated rental obligations during projected furlough periods will be added to the rental obligation during periods of employment.
9. The Parties agree to continue negotiations on the following deferred topics and may amend this MOU accordingly:
  - a) Timing of pay for employees who work during the furlough.
  - b) Processing time for allotments and benefit changes requested as a result of the furlough
  - c) Mitigating impacts on seasonal employees.

Agreed to:



Barbara Cooper  
Acting Associate Deputy Chief  
USDA Forest Service

3/31/11  
Date



Melissa Baumann  
Interim NFFE-FSC President  
NFFE Forest Service Council

3/31/11  
Date