

ADMINISTRATIVE FURLOUGH IMPACT AND IMPLEMENTATION (I&I) AGREEMENT

1. **Purpose:** This Impact and Implementation (I&I) agreement establishes guidance to implement administrative furloughs the Secretary of Defense determined necessary in response to the Budget Control Act of 2011 – Sequestration. This agreement establishes intent and parameters, and obligates management officials and labor partners to exercise prudent judgment and judicious discretion in establishing and adjusting employee furlough schedules.

2. **Applicability:** This agreement applies to bargaining unit employees located at Fort Huachuca, represented by the American Federation of Government Employees Local 1662, and employed by one of the following organizations on Fort Huachuca: U.S. Army Network Enterprise Technology Command; U.S. Army Installation Management Command; U.S. Army Contracting Command-Aberdeen Proving Ground; U.S. Army Communications Electronics Command-Information Systems Engineering Command; U.S. Army Communications Electronics Command-Communications Security Logistics Activity; U.S. Army Test, Measurement, and Diagnostic Equipment Support Center; 11th Signal Brigade; Logistics Readiness Center-Fort Huachuca; U.S. Army Medical Department Activity; U.S. Army Dental Activity; and U.S. Army Veterinary Activity.

3. **Intent:** Decisions regarding the scheduling of employees' administrative furloughs will be made, first and foremost, based on the impact to the mission. Employees' schedule requests and compelling needs will be fully considered in making furlough scheduling decisions. Employees' requests for specific furlough schedules should generally be approved if such approvals do not unacceptably degrade mission capability, result in inadequate organizational coverage, or result in the unfair and inequitable treatment of co-workers.

4. As a result of I&I negotiations, the Parties agree:
 - a. Various Commands have had and will continue to conduct Town Halls, keep employees apprised, answer questions, and appropriately invite the union. The Union will have an opportunity to comment, clarify, and ask questions concerning any information presented at the Town Halls.

 - b. Furlough notices will advise employees of their specific rights.

 - c. This agreement, to include the Union contact information listed, will be posted on the Fort Huachuca website.

 - d. Total furlough hours will not exceed 176 hours, spread out over 22 weeks this fiscal year, ending 30 Sep 13.

 - e. Bargaining unit employees will not be adversely impacted in their performance appraisal solely based on their furlough absence.

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- f. Furloughs will be scheduled within the normal days and times each employee is expected to work.
- g. Employees may not perform Agency work during designated furlough time off. Violation of this prohibition may result in appropriate administrative action.
- h. Typically, employees will not be furloughed for more than 8 hours per week; however the parties recognize there may be situations where mission needs may require rescheduling of furlough. If that occurs, the employee's preference on when the missed furlough hours will be rescheduled will be considered.
- i. To ensure employees are paid for holidays, management will not schedule employees for furlough on both the workday preceding and the workday following a holiday. Employees may request their furlough schedule include both the day preceding and the day following the holiday; such requests are subject to supervisory approval.
- j. Subject to an employee's supervisory chain of command approval, employee preferences for scheduled furlough days will be considered to the extent mission accomplishment is not compromised.
- k. Management will determine mission requirements and necessary qualifications when considering individual employee requests for furlough days. In the event of a conflict in scheduling among identically qualified individuals (as determined by management), SCDs will be used to resolve the conflict.
- l. Subject to supervisory approval, employee preferences for scheduled furlough days up to 16 hours a pay period will be considered to the extent mission accomplishment allows.
- m. In order to support mission requirements, beginning the pay period in which furlough starts, bargaining unit employees on an AWS schedule may be temporarily placed on a regular 8-hour 5-day per week work schedule. Subject to Command approval, AWS will be considered to the extent mission requirements are supported. Bargaining unit employees currently on AWS, whose AWS is temporarily suspended during the furlough period, may (at the election of the employees) resume their AWS schedule once the furlough period ends.
- n. Should the Agency's situation change so that the required number of furlough hours is shortened, employees will be notified as soon as possible of the cancellation of scheduled furlough days/hours and may request leave, subject to supervisory approval.
- o. To the extent management denies leave usage during the furlough period and throughout the remainder of the leave year, normal leave restoration procedures will apply.
- p. Employee requests for furlough time in lieu of leave will be considered on a case-by-case basis in conjunction with mission requirements, and will be subject to supervisory approval.
- q. Management will make every effort to honor previously approved leave. Any rescinded leave will be handled in accordance with the negotiated agreement.

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- r. The required furlough hours begin once the furlough period commences.
- s. Employees may request and use duty time to meet with union officials, subject to supervisory approval of the day and time requested.
- t. Employees may request and use duty time, if needed, to access a TSP account, subject to supervisory approval of the day and time requested.
- u. All timeframes for grievances may be extended three days past the allotted time frames cited in the negotiated grievance procedure.
- v. Unless specifically noted herein, nothing in this agreement shall supersede and/or negate any provision of the collective bargaining agreement.
- w. The Agency will adhere to all laws, rules, regulations, and directives in the execution of the Agency's mission.
- x. The CDC has policies for patrons which have pay scales that correlate to monthly childcare payments. Employees may discuss their specific situations with their providers.
- y. Union officials may select one representative and one alternate (who are designated as such in writing in accordance with the negotiated agreement), to use the official time allotted in the negotiated agreement for furlough-related representational activities from 1400-1600 every Tuesday, Wednesday, and Thursday upon issuance of the furlough notices and for the duration of the furlough period. Requests for the use of furlough-related representational time will be in 30-day increments, and will be submitted 30 calendar days in advance through the CPAC Labor Relations Office for coordination and approval by the appropriate supervisor. Granting of official time for such purposes is solely for the period of the furlough and solely to address furlough-related issues, and in no manner changes the past practice for official time procedures for non-furlough-related representational duties. Designated representatives in any given week may not be from the same organization.
- z. This agreement applies solely to the proposed administrative furlough, is on a one-time non-precedent-setting basis, and will terminate at the point at which furloughs are no longer necessary or on 30 Sep 2013, whichever comes first.

The Parties acknowledge that Department of Defense (DOD) and Army guidance continually evolves. Should Fort Huachuca receive additional direction that impacts the provisions of this agreement, management will provide timely notice to AFGE Chief Negotiator Don Hale (or his designee) and fulfill labor relations obligations prior to effecting changes to this I&I agreement.

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FOR THE UNION:

Don P. Hale 3/15/13

Don P. Hale

AFGE Local 1662 Chief Negotiator

Donald K. Child 3/15/13

Donald K. Child

AFGE Local 1662 President

Brock Henderson 3/15/13

Brock Henderson

AFGE District 12 National Representative

AFGE Local 1662 Contact Information:

Union Hall – phone (520) 533-2879

Fax (520) 533-2927

Mailing address:

AFGE Local 1662

P.O. Box 12662

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FOR THE AGENCY:

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Thomas E. Borer

U.S. Army Garrison, Fort Huachuca

for T. Borer 3/15/2013

COL Julio Gonzales

U.S. Army Dental Activity, Fort Huachuca

David W. Nichols 3/15/2013

David W. Nichols

CSLA, Fort Huachuca

Larry J. Locke 3/15/2013

Larry J. Locke

Logistics Readiness Center – Fort Huachuca

for Tanya M. Brown 3/15/2013

SFC Tanya M. Brown

U.S. Army Veterinary Activity, Fort Huachuca

for Mauro J. Scottorn 3/15/2013

Mauro J. Scottorn

USATMDE, Fort Huachuca

Kathleen P. Crockett 3/15/2013

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NETCOM, Fort Huachuca

Stephen C. Usry 3/15/13

Stephen C. Usry

ISEC, Fort Huachuca

Debra K. Parra 3/15/2013

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ACC-APG, Fort Huachuca

COL William J. Moran

U.S. Army Medical Department Activity, Fort Huachuca

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COL Patrick C. Dedham

for T. Borer 3/15/2013

11th Signal Brigade, Fort Huachuca

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