DEFENSE LOGISTICS AGENCY
HEADQUARTERS
8725 JOHN J. KINGMAN ROAD
FORT BELVOIR, VIRGINIA 22060-6221

J-13 November 17, 2015

MEMORANDUM FOR COLONEL KENTON RUTHARDT AND MR. TERRY DAY, CHIEF NEGOTIATORS AT DLA OKLAHOMA CITY, OKLAHOMA

SUBJECT: Locally Negotiated Agreement for Article 24, Annual Leave, between the Defense Logistics Agency (DLA) Oklahoma City, Oklahoma and the American Federation of Government Employees (AFGE) Local 916

The subject local agreement (attached), originally executed on July 23, 2015, was disapproved on August 21, 2015. Based on additional clarification of the intent of Sections 1A, 1B, 1D, and 1H, these sections were approved consistent with management's rights under the statute at 5 USC §7106 on September 22, 2015. The agreement was subsequently revised and executed on October 19, 2015. The revised agreement has been reviewed pursuant to Article 38, Section 5, of the Master Labor Agreement (MLA) between DLA and AFGE Council 169. The revisions to the agreement and clarification of the intent of the language with respect to the approval of leave, including the use of the term "will normally be granted," satisfies the negotiability concerns to the extent that management retains the right to approve or disapprove leave requests consistent with management's statutory rights. The agreement, therefore, is hereby approved.

If you have any questions on this matter, you may contact me at (703)767-6412 or DSN 427-6412.

DARRYL E. ROBERTS
Staff Director
Labor and Employee Relations
Human Resources

Attachment

cc:
Mr. Frank Reinti, AFGE Council 169

DLA OKLAHOMA CITY AND AFGE COUNCIL 169 LOCAL 916
LOCAL AGREEMENTS
ARTICLE 24
ANNUAL LEAVE

SECTION 1: ANNUAL LEAVE PROCEDURES

A. The Employer will provide employees with a Yearly Leave Planner not later than January 15. Employees should submit their proposed annual leave requests for the year not later than January 31. The supervisor will review and approve/disapprove the leave requested on the Leave Vacation Schedule by February 15. Failure to do so will constitute an approval of the requested leave, unless the supervisor subsequently informs the employee that the leave is disapproved. The Employer agrees that seniority order will prevail in resolving conflicting requests submitted by the employees affected, if the conflict cannot be mutually resolved by the employees. If the Service Computation Date - Leave is the conflict and cannot be resolved mutually by the employees affected, the tie-breaker will be the first letter of the last name and any subsequent letters if needed. Scheduled Annual leave will be approved contingent on leave availability.

B. An employee whose Leave Vacation Schedule was not approved will be allowed to resubmit a revised Leave Vacation Schedule within five (5) workdays of notification of disapproval. The supervisor will review and approve/disapprove the leave requested on the revised Schedule within five (5) workdays. Failure to do so will constitute an approval of the requested leave.

C. The Employer reserves the right to cancel previously scheduled or requested annual leave in accordance with appropriate laws and regulations when workload necessitates such action.

D. Subsequent requests for annual leave may be submitted by an employee on an OPM 71. Copies of the OPM 71s will be retained in accordance with all applicable laws, rules, and regulations. Supervisors will return the completed OPM 71to the employee by the end of the work shift when submitted by the employee within the first two (2) hours of the work shift. Failure to do so will constitute an approval of the requested leave. Should the supervisor deny the leave request, a written statement will be provided to the requesting employee supporting the denial.

E. Requests for unplanned annual leave may be granted on the first request basis, when more than one (1) employee requests leave for the same day(s) and submitted their

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requests on the same date. The request of the senior employee (by service computation date) will normally be granted. However, the granting of such leave requests will not interfere with the leave previously scheduled and approved for other employees.

F. Leave will be granted to attend services in the event of the death of a coworker unless there is mission impact.

G. If scheduled annual leave must be cancelled due to adverse impact upon the mission, the Employer will provide written notice to affected employees and/or the Union as soon as it becomes known to management. The supervisor will make every effort to approve the rescheduled leave. Special consideration shall be given to employees that furnish sufficient proof that deposits for accommodations maybe lost as a result of the cancellation of the leave, and that deposits were obligated prior to the notice of the cancellation of the leave.

H. Supervisors will brief all employees on call-in procedures, and provide a copy of procedures to be acknowledged by signature of employee and placed in their employee folder. The employee will be provided the supervisors and designated representatives contact information (no more than two contact numbers). The employee, or someone on their behalf if the employee is unable, will be required to call, text, leave message, etc. with the supervisor or designee If unable to make contact with the approving official, leave will be considered approved for one shift, additional days will require approval by the supervisor or designee. If the requested duration of leave exceeds one complete shift, the employee will provide information on where/how they can be contacted and the supervisor will contact the employee within one hour of their call, text, message, etc.

I. The Employer agrees that annual leave requested by the employee to observe a religious holiday associated with his faith may be considered. Leave will be granted in the event or the death of a family member.

19 Oct 15

For Management

For the Union 19/OCT/2015