

ARTICLE 20

LEAVE

Section 1. Annual Leave.

- a. Employees shall earn annual leave in accordance with applicable laws and regulations.
- b. Employees must obtain approval for annual leave before taking such leave except for unscheduled annual leave which may be approved by the supervisor after receiving proper notice as provided herein.
- c. When an employee is unable to report at the beginning of the scheduled work shift, for unforeseen reasons, approval of unscheduled annual leave must be requested by the Employee through personal telephone contact with the Employer (Supervisor or designated alternate) prior to the beginning of the work shift. In extreme circumstances where the employee is actually incapacitated or otherwise prevented from making the contact, or where the employee's absence from the scene could threaten loss of life or limb or result in unnecessary severe hardship to others, another individual may contact the employee's supervisor. The Employer will ensure that supervisors or designated alternates, who are authorized to act on unscheduled leave requests, will be available to receive incoming calls.
- d. All leave will be accounted for in fifteen (15) minute increments.
- e. Any employee applying for leave on a work day which occurs on a religious holiday associated with the religious faith of the employee will be granted such leave provided subject employee's absence will not interfere with the carrying out of the mission of the organizational elements to which assigned.
- f. Scheduling, Requesting, and Approving Leave.
 - (1) Leave will be approved annually for the period of February 1st to January 31st.
 - (2) Leave request's will be submitted to the Supervisor from December 1st to December 31st for the following annual leave period.
 - (3) Employees will be notified by their Supervisor of their tentative approval or disapproval by the 31st of January.
 - (4) In those cases where competition exists for desirable leave periods and not all requests for leave can be tentatively approved, and after the supervisor has met with the employees involved to attempt to resolve the matter, the following priority will be used to determine the order in which employee's requests for leave will be approved.
 - (a) Employees highest on the Seniority List
 - i. The Seniority List will be compiled and maintained by the Employer (Supervisor). Seniority will be calculated as the total number of days from service computation date (SCD) added to the total number of days from time in station (TIS).
 - (5) Employees shall request annual leave by completing a copy of the SF-71, application for

Leave and submitting them to the Employer (Supervisor) sufficiently in advance of the requested annual leave dates and times to permit convenient consideration and approval or disapproval thereof by the Employer (Supervisor)

- (6) The Employer (Supervisor) shall ensure expeditious consideration and approval or disapproval of the Employee's requests for annual leave. The Employer's (Supervisor's) decision shall be indicated on the SF-71 and the SF-71 shall be countersigned by the Employer (Supervisor).
 - (7) A signed copy of the Employee's request (SF-71), approved or disapproved and countersigned by the Employer (Supervisor) shall be furnished to the Employee for the Employee's records.
 - (8) Consistent with workload requirements, the employer shall schedule work so as to approve leave requests such that employees may have an annual vacation leave period of at least 2 consecutive weeks. This is providing the employee making the request has sufficient annual leave credits to cover the absence.
 - (9) If the Employer finds it necessary to cancel scheduled and approved leave, the affected employee shall be given written explanation and an opportunity to select an alternative leave period. Special consideration will be given to employees who can show proof of deposits for reservations/accommodations made prior to notice of the cancellation.
- g. Scheduling Excess Leave.
- (1) All annual leave earned in a leave year which is in excess of the maximum allowable accumulation (normally 432 hours) will be scheduled by the employee and granted by the Supervisor as workload permits, to avoid forfeiture of such excess annual leave at the end of the leave year.
 - (2) The excess annual leave schedule will be made available for review by the submitting employee and the Union. Employees will be reminded mid year of excess leave balance to ensure they have time to schedule and use leave.
 - (3) If an employee is unable to use excess annual leave by the end of the year, that employee may apply for restoration of that leave in accordance with local procedures.
- h. Advance of Annual Leave
- (1) Advances of annual leave are limited to deserving cases when such need is required. An employee's request for an advance of annual leave is subject to the following:
 - (a) All available accumulated annual leave must be exhausted.
 - (b) The amount of annual leave advanced to an employee's account will not exceed the amount which will be earned during the balance of the leave year in which approved.
 - (c) Where it is known, or reasonably assured, that an employee is to be separated or retired during the year, the total advanced may not exceed the amount that will accrue prior to the anticipated date of separation or retirement.

- (d) For employees serving under a temporary appointment or under a probationary or trial period, advanced annual will not exceed an amount which it is reasonably assured will be subsequently earned.
 - (e) A refund will be required for any negative annual leave balance remaining at separation during that year. No refund will be required if the employee separated because of disability.
- (2) The procedures for requesting an advance of annual leave are:
- (a) The employee will submit a written request, through supervisory channels within the organization, indicating the reason(s) for the request, the total number of hours requested, and the date(s) covered by the request.
 - (b) Supervisors will forward the request with their recommendations, through channels, to the Director.
 - (c) The Director will notify the employee in writing of the final action on the request. The Civilian Payroll Office will be provided specific information on requests that have been approved.

Section 2. Sick Leave.

- a. Sick Leave is a benefit provided by law. Employees are entitled to such leave when they are incapacitated for the performance of their duties for reasons of illness, injury, or other reasons provided by leave regulations of the Employer, (DLAI regulatory guidance, FMLA, or any other law, rule or regulation).
- b. Employees shall accrue sick leave in accordance with statute and regulations of the Office of Personnel Management.
- c. Planned Sick Leave
 - (1) Employees have the right to use sick leave for medical, dental, optical, or similar examinations or treatments when appointments for such examinations or treatments cannot be arranged outside the work hours.
 - (2) Employees shall request sick leave by completing an SF-71, Application for Leave, and submitting them to the Employer (Supervisor) sufficiently in advance of the requested leave date to permit convenient consideration and approval or disapproval thereof by the Employer (Supervisor) who determines whether workload permits, leave is available, and all other options have been exhausted.
 - (3) The Employer (Supervisor) shall ensure expeditious consideration and approval or disapproval of the employee's request for sick leave. The Employer's (Supervisor's) decision shall be indicated on the SF-71, and the SF-71 shall be countersigned by the Employer (Supervisor).
 - (4) A signed copy of the employee's request, when approved or disapproved and countersigned by the Employer (Supervisor), shall be furnished to the employee for the

employee's records.

d. Sudden Illness (Incapacitation)

(1) Employees not reporting for work because of incapacitation shall personally notify the Employer (Supervisor or designated alternate) by telephone within two (2) hours after the beginning of their scheduled work shift to request sick leave. In extreme circumstances or emergencies, when an employee's incapacitation prevents the employee from making the contact personally, another individual may contact the Employer (Supervisor). The employee's request for sick leave shall include an estimate of the expected length of absence but, in accordance with the provision of the Privacy Act of 1974, the employee will not be required to explain the nature of the employee's illness.

(a) The Employer (Supervisor) shall approve sick leave unless the Employer (Supervisor) has reason to believe that leave abuse is a factor in the employee's request. The employer's (Supervisor's) approval shall include the specified amount of time approved.

(b) When such reported absence continues beyond the period of sick leave approved at the time of the initial request, the employee will contact the Employer (Supervisor) prior to or on the first scheduled workday after such period to request additional sick leave.

(2) In cases of sudden illness or other medical emergency incurred during duty hours, employees may be either released from duty on sick leave by their Supervisor or, when appropriate or when abuse is suspected, may be referred to the Fire Department Physician who shall determine the employee is incapacitated for the duty hours remaining in the scheduled workday. If the employee elects not to be examined by the Fire Department Physician, the employee may request sick leave for the hours remaining in that scheduled work day with approval contingent upon the employee's showing evidence of incapacitation on that day i.e., medical certificate from the examining physician.

(3) When employees are directed to the Fire Department Physician, or referred there because of an illness, they shall be carried in a duty status while under observation or examination. However, if they are recommended to be released from duty by the Fire Department Physician, they shall request appropriate leave for the duty hours remaining in their scheduled work day. If the employee is unable to do so because of incapacitation, the Fire Department Physician will notify the Employer (employee's Supervisor), accordingly.

(4) Where sick leave is requested by the employee, but where the employee was not able to complete the SF-71, the Employer (Supervisor) shall initiate the SF-71 immediately, to document the date and time of the employee's request and the period of sick leave actually approved. The employee shall countersign the approved request, if correct, immediately upon return to duty from sick leave.

e. Collateral Benefits.

- (1) An employee who is injured or becomes ill at work and is unable to provide their own transportation to receive medical care, will be provided such transportation by the employer. The Employer is also responsible for transporting the employee upon completion of medical treatment to their work area or place of residence, if necessary, arrangement for transportation and/or monitoring of the employee's status will be made by the Employer (employee's immediate Supervisor) prior to the Employer (Supervisor) departing at the end of the tour of duty. If an employee requires transportation, the employee must contact the work site and request it from the Employer (Supervisor of the shift in progress or the Security Shift Supervisor).
- (2) Employees returning to duty from a serious injury or illness shall be considered for assignment to limited or lighter duties if the employee's personal physician recommends return to duty on less than a full-time or full-performance basis. The employee will be required to report to Fire Department Physician for the purpose of determining fitness for return to duty. The recommendation of the employee's personal physician must be in written form, i.e., a medical certificate, which must include:
 - (a) When the employee will be able to return on a full-time basis.
 - (b) When the employee will be able to perform the full scope of assigned duties as specified in the job description.
 - (c) A medical certificate providing less than the above will not be honored by the Employer. In such cases, determination of the employee's fitness to perform firefighter duties will be made by the Fire Department Physician, in consultation with the employee's personal physician and Supervisor.

g. Certification.

- (1) Normally, employees shall not be required to furnish a medical certificate to substantiate period of sick leave unless such leave exceeds two (2) consecutive forty-eight (48) hour tours of duty.
- (2) Periods of absence on sick leave in excess of two (2) consecutive forty-eight (48) hour tours of duty must ordinarily be supported by a medical certificate, which attests to the employee's incapacitation, to be submitted by the employee to the Employer (employee's Supervisor) within four (4) calendar days after the employee's return to duty.
- (3) A medical certificate may also be required where sick leave abuse is suspected. The employee will be provided written notification (i.e., Letter of Understanding) that a medical certificate will be required on future occasions.
- (4) In lieu of a medical certificate, the employee's signed statement shall be accepted under the following conditions:
 - (a) The statement includes reasonable explanation of the nature of the illness.
 - (b) The statement includes the reasons that a physician's services were not used, e.g., shortage of physicians, remoteness of locality, illness did not require the services of a physician, etc.

- (c) The statement is provided to the Employer (Supervisor) on the day the employee returns to duty.
- (d) The employee is not accused of participating in a "Sick-out" or "Job-Action".
- (e) In cases supported only by an employee's statement, the employee may be referred to the Fire Department Physician to insure the employee's return to duty will not jeopardize the employee's health or the health of others.

h. Sick Leave Abuse

- (1) In individual cases, there may be sufficient reason to believe an employee may be abusing sick leave. Among the indications or evidences of sick leave abuse are the following:
 - (a) Prior leave patterns.
 - (b) Frequent use of sick leave exclusive of major illness or surgery.
 - (c) Results of observation, investigation or inquiry.
 - (d) Inadequate justification of prior instances of sick leave which required certification.
- (2) When sick leave abuse is indicated, the Employer (Supervisor) may disapprove the employee's request for sick leave and may direct the employee's to report to the Fire Department Physician for examination. In extenuating circumstances, where the employee is unable to comply with that directive, the Employer (Supervisor) may require that the employee show evidence of incapacitation for that day, i.e., medical certificate from an examining physician.
- (3) Continued sick leave abuse may form the basis for disciplinary action taken by the Employer against the employee. When the Employer suspects an employee is misusing sick leave, the employee may be counseled that his/her sick leave record is questionable and advised that if the record does not improve, the employee may be placed on leave restriction requiring administratively acceptable medical documentation for each absence due to a claimed illness or medical appointment. If this warning does not result in adequate improvement, the employee will be notified in writing that all future requests for leave due to medical appointment or a claimed illness, regardless of duration, must be supported by administratively acceptable medical documentation which is to be provided to the Employer on the day the employee returns to duty. The memorandum will specify the reasons for requiring medical certification and will be reviewed at least twice a year. When the employee's record has significantly improved, the requirement will be rescinded in writing.

i. Advances of Sick Leave.

- (1) Advances of sick leave are to be limited to deserving cases of serious disability or ailments when, in the opinion of the Employer (Commander or designated representative), such need or necessity is required. The cumulative advance of sick leave may not exceed four hundred thirty-two (432) hours, and there must always be

reasonable assurance that the employee will return to duty.

Section 3. Excused Absences.

a. General

- (1) Consistent with the Employer's mission, equity of treatment shall be provided to all employees when excused absences are appropriate, to the maximum extent consistent with applicable regulations issued by appropriate authorities. The Employer reserves the right to decide the types of employees who may be excused under various conditions. The Employer reserves the right to make the determination on the granting of excused absences when circumstances warrant. The Employer agrees to discuss with the Union and keep the Union informed of the Employer's decision.
- (2) On an individual basis, brief absences for less than an hour, may excused for unavoidable absences.
- (3) The effect of daylight saving time changes in April and October will be in accordance with OPM guidance.

b. Adverse Conditions.

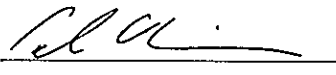
- (1) The Employer (Commander) retains the right to close the installation, in accordance with the Depot's Plan of Action, and place employees on excused leave during adverse weather conditions such as, but not limited to, ice and snow covered roadways, severe winter storms, flooding, hurricanes or other acts of God and for declared local, state and national emergencies.
- (2) Employees engaged in activities involving security, preservation of health, welfare and safety of personnel or government property may, at the discretion of the Employer, be required to work during periods when the Depot is otherwise closed due to climatic conditions.
- (3) The Employer agrees to comply with applicable regulations and recommendations of the Fire Department Physician or Safety Officer in granting additional rest periods or early dismissal in situations where high fatigue or physical exertion is require, or where hot or cold weather conditions exist.

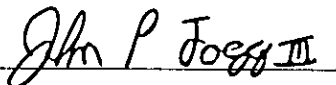
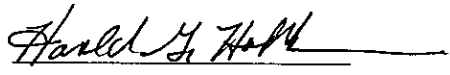
c. Blood Donations.


- (1) DLA employees are encouraged to serve as blood donors and may be excused from work without charge to leave for the time necessary to donate the blood, for recuperation immediately following blood donation, and for necessary travel to and from the donation site. The maximum excusable time will not exceed 4 hours, except in unusual cases. When the employee must travel a long distance or when unusual need for recuperation occurs, up to an additional 4 hours may be authorized. Supervisory approval for the use of official time must be obtained prior to employees departing the work site to donate blood.

d. Leave Without Pay

- (1) Employees may be granted leave without pay in accordance with applicable laws and regulations. Normally, grants of leave without pay will not exceed one (1) year.
- (2) Employees in the Union who are elected or appointed as delegates to Union conventions or other such functions, or who are serving temporarily as representatives of the parent Union (IAFF) at district or higher levels may be granted leave without pay upon written requests, in accordance with governing regulations.
- (3) Employees who are absent on leave without pay are entitled to benefits of employment subject to the provisions of applicable laws and regulations.
- (4) Female employees may be granted leave without pay for maternity reasons in accordance with the Employer's regulations. Male employees may be granted leave without pay for purposes of assisting or caring for their minor children or the mother of their newborn child while she is incapacitated for maternity reasons. Adoptive parents, either female or male employees, may be granted leave without pay when a period of time off work is necessary to make family adjustments and to make arrangements for child care.
- (5) All accrued excess annual leave that otherwise might be forfeited must be exhausted before leave without pay may be granted.

Union Chief Negotiator	CARL WEISS	Employer Chief Negotiator	HENRY C. HOFFMAN JR.
Signature/Date	 2/17/15	Signature/Date	_____

Union Negotiator	JOHN P. FOGG III	Employer Negotiator	HAROLD G. HOKKANEN
Signature/Date	 2/17/15	Signature/Date	 22 Feb 16

Union Negotiator	COLIN K. ANDRES	Employer Negotiator	JUDY M. BROWN
Signature/Date	 2/17/15	Signature/Date	BROWN.JUDY.M ARIE.1230245009 <small>DigIt signed by 9907WJUDYMARIE.1230245009 DN: c=US, ou=U.S. Government, ou=DoD, ou=PK, ou=JCA, cn=BROWN.JUDYMARIE.1230245009 Date: 2016.02.05 16:12:56 -0500</small>