



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

J-13

December 8, 2016

MEMORANDUM FOR MR. CHON JUNG AND MR. DONALD SCHULZE, CHIEF NEGOTIATORS
AT DLA, COLUMBUS, OH

SUBJECT: Locally Negotiated Agreement for Article 24, Annual Leave, between the Defense Logistics Agency (DLA), Columbus, OH, and the American Federation of Government Employees (AFGE) Local 1148

The subject local agreement dated November 15, 2016 and attached to this memorandum has been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement between DLA and AFGE Council 169. The agreement is approved subject to the following understandings:

The provision in Section B.2. that states that "annual leave will be granted subject to workload demands" is subject to management's rights to deny and terminate leave consistent with Articles 2, Section 4 and Article 24 of the Master Labor Agreement, and management's right to assign work under 5 U.S.C. 7106(a)(2)(B).

Section C.3. (Two provisions are numbered C.3. in this local agreement. This interpretative statement applies to the first of the two sections.) contains a provision stating that, "an employee may not later be displaced from [an approved leave schedule] by another employee, nor may the employee be denied approval to take the leave unless to do so would impair mission accomplishment." This provision is subject to management's rights to deny and terminate leave consistent with Articles 2, Section 4 and Article 24 of the Master Labor Agreement, and management's rights to assign work or take whatever necessary actions during an emergency under 5 U.S.C. 7106(a)(2)(B) and 7106(a)(2)(D), respectively.

Section C.3. (This interpretative statement applies to the second of the two sections.), E.2. and E.3. contain provisions that require management to act with "[e]very reasonable attempt," "the greatest extent possible," or considering "all available options." To the extent that the language in question does not, in any manner interfere with any management right or Article 2, Section 4 of the Master Labor Agreement, or 5 U.S.C. 7106(a), the provision is 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 COLUMBUS AND AFGE LOCAL 1148

LOCAL AGREEMENT

Article 24, Annual Leave

SECTION A. This Agreement is under the terms of the DLA-AFGE Master Labor Agreement (MLA), Article 24, and supersedes former provisions of the DSCC-AFGE Local 1148 Supplement to the MLA.

SECTION B. Scheduling Leave.

1. An employee normally must request annual leave in writing in a format at supervisory discretion and obtain the approval of the appropriate leave approving supervisor in advance of the absence. Supervisors will approve/disapprove all leave requests on a reasonable and timely basis following submission. If a timely reply is not provided, an employee should further address the request with the supervisor and if necessary with higher level supervision. Employees may, upon request and with the approval of their supervisor, change previously authorized annual leave to sick leave in accordance with 5 CFR 630.405.

2. Per the Master Labor Agreement, annual leave will be granted, subject to workload demands, in a manner which permits each employee who wishes to take at least two (2) consecutive weeks of annual leave each year. If workload permits, employees may request and supervisors may approve longer periods of consecutive annual leave.

SECTION C. Advance Leave Year Scheduling.

1. By no later than 1 February, supervisors must advise employees of their right to schedule their annual leave for the remainder of the leave year. Employees must submit their requests to their supervisors by no later than 15 February. With the below exception concerning holiday leave, scheduling conflicts between employees who desire to take annual leave at the same time will be resolved in favor of the employee with the most seniority irrespective of grade by Service Computation Date (SCD). For the use of SCD, employees serving a probationary period will receive consideration following the granting of initial consideration to non-probationary period employees.

2. Conflicts between employees who wish to take annual leave during the period of five (5) workdays immediately preceding or following the Thanksgiving, Christmas or New Years' holidays. Such conflicts will be resolved in favor of the employee who has served the longest period of time without having taken any leave during the holiday period in question.

3. Supervisors must resolve scheduling conflicts and establish an approved schedule by no later than 1 March. Once the schedule is established, an employee may not later be

displaced from it by another employee, nor may the employee be denied approval to take the leave unless to do so would impair mission accomplishment.

3. Every reasonable attempt consistent with the workload will be made to satisfy the desires of an employee with respect to the approving of extended annual leave for special vacations.

SECTION D. Unscheduled Annual Leave Requests.

1. In an emergency, an employee must request leave from the appropriate leave approving supervisor, as soon as possible, but normally no later than 0930, two hours after the start of the standard tour of duty, 0730-1600, or, for employees on an assigned work schedule, two hours after the start of the fixed tour of duty. Normally an employee is expected to personally contact the appropriate leave approving official to request emergency, unscheduled annual leave. Under unusual circumstances, a supervisor will consider such requests from an intermediary. However, if an employee makes repeated requests for unscheduled annual leave, he/she may be required to directly contact the appropriate leave approving supervisor with such requests.

2. For units where shift work is performed, employees who provide shift relief may be required to normally submit unscheduled leave requests prior to the start of the work day.

SECTION E. Other.

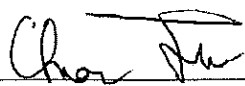
1. When an employee changes positions or supervisors, the new supervisor should, consistent with workload requirements, attempt to honor previously scheduled leave.

2. Annual leave will be scheduled to preclude, to the greatest extent possible, the need for overtime.


3. Management will consider all available options prior to a decision to rescind leave that was previously approved.

For the Union:

For the Employer:



CHON JUNG
Chief Negotiator
AFGE



DONALD SCHULZE
Chief Negotiator
DLA Columbus

Date 15 NOV 16.

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