

MEMORANDUM OF UNDERSTANDING
Regarding
ANNUAL LEAVE SCHEDULING

This Memorandum of Understanding (MOU) is between the National Federation of Federal Employees, Federal District 1, Local 1919, Washington Office, hereafter referred to as “Union”, and the United States Forest Service, Washington Office, hereafter referred to as “Management”. Management and the Union, collectively, constitute “the Parties.”

The provisions of this MOU apply to Bargaining Unit Employees (currently, non-Professional employees in the Washington, DC metropolitan area) and Management in all units of the Washington Office. Modification of these procedures by WO units and sub-units is not authorized.

The purpose of this MOU is to ensure that the requesting and scheduling of annual leave is administered in the Washington Office in such a way as to ensure consistency, clarity, flexibility, and fairness while balancing mission accomplishment needs. This MOU was negotiated in accordance with Article 20.1 of the FS Master Agreement.

Both Management and the Union want to emphasize that employees and Supervisors are encouraged to communicate fully and openly with one another regarding leave, work scheduling, and mission accomplishment.

No terms or any part of the MOU may override or conflict with the Master Agreement.

I. General:

As described below, leave may be requested verbally or in writing. However, employees are encouraged to submit written requests. In some instances written requests are required by law, regulations or rules, such as in use-or-lose situations.

This MOU does not cover employees under written leave restriction plans that include restrictions on the scheduling and use of annual leave.

This MOU does not cover emergency situations such as “unscheduled leave” announced by OPM or facility closures.

There may be conflicts among requests; e.g., employees’ requests overlap each other and create a shortage in the workplace. When a supervisor has conflicting requests for leave submitted for the same timeframe, the supervisor will consider one or more factors such as the date of the leave request, seniority, use-or-lose leave balances, reason, workload, equity, fairness, mission accomplishment, etc. The supervisor will communicate to the affected employees the approach applied.

For the most part, leave requests should be as far in advance as practical—where there are further restrictions we have noted those in each section below. The supervisor must specify in advance who the employee should notify or send a leave request to if they are not available. However, if quick turnaround is needed, the

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employee should present the request in person, via phone, instant messenger chat, or some other form of interactive communications.

Written requests using other than the OPM-71 form should contain the equivalent information as the OPM-71. When transmitted electronically via email or fax, the subject line should contain the phrase, "Leave Request," and specify the type of leave requested. When fax technology is used, employees should follow established office procedures to ensure the timely receipt of their request by the supervisor.

Supervisors should respond as soon as practical to leave requests, but not more than 14 calendar days after receipt unless the employee is notified in writing that a longer time is required due to extenuating circumstances. When requests are made verbally, the supervisor may approve or deny the request verbally or in writing. When requests are made in writing, the supervisor must approve or deny the request in writing.

For leave requests of three (3) days or less, the supervisor and the employee may develop mutually acceptable ongoing arrangements. These arrangements may include sign-out boards (electronic or otherwise), etc.

These procedures are intended to reduce the potential conflict between supervisors and employees regarding the scheduling of leave and mission accomplishment. Failure to follow these procedures may result in denial of leave requests, placement in AWOL (Absent Without Leave) status, and/or disciplinary action.

II. Specific Procedures:

A. Long Duration:

For planned leave of a "Long Duration," which is defined as **more than three (3) days**, the request must be in writing. The following formats are acceptable: Form OPM-71, E-mail, or Fax.

B. Short Duration Planned Leave

"Short Duration Planned Leave" is leave planned and requested in advance for a short duration, which is defined as **three (3) days or less**. The format of the request is at the employee's option: Verbal, Form OPM-71, E-mail, or Fax.

C. Discretionary Unplanned Leave

"Discretionary Unplanned Leave" is a request for leave to be used the same day it is requested where the employee is able to report for duty if the leave is not approved. The requested leave is **1 day or less**. The format of the request

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is at the employee's option (such as verbal, E-mail, or Fax), unless otherwise specified by the Supervisor.

The request should be as far in advance as practical, but no later than 2 hours after the employee's start time.

Because of the quick nature of the request, if the employee does not speak directly with the supervisor, the employee's contact information must be part of the request in order for the supervisor to contact them to grant approval, denial, or request clarification.

D. Unplanned Leave – Unable to Report

“Unplanned leave – Unable to Report” is defined as a request for leave to be used the same day it is requested and where the employee is unable to report for duty if the leave is not approved. The requested leave is **1 day or less**. The format of the request is at the employee's option (such as verbal, E-mail, or Fax), unless otherwise specified by the Supervisor

For employees performing general duties, the request should be no later than 2 hours after the employee's start time. However, for employees performing critical duties, the supervisor and employee can negotiate an ongoing arrangement that allows the supervisor to arrange coverage in the event of the employee's absence. (Critical duties must be designated as such in advance.)

Because of the quick nature of the request, if the employee does not speak directly with the supervisor, the employee's contact information must be part of the request in order for the supervisor to contact them to grant approval, denial, or request clarification.

It is important for the supervisor and the employee to realize that if the request is denied, the employee may be placed in an AWOL status.

III. Other

In situations not covered by any of the above, it is incumbent on Management to negotiate with the Union appropriate procedures to ensure that the scheduling of annual leave is administered in such a way as to ensure consistency, clarity, flexibility, and fairness while balancing mission accomplishment needs.

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The terms and conditions of this MOU shall be effective upon the date of signing. If either party wishes to modify its terms, written notification of a desire to reopen it must be provided to the other party. This MOU may be terminated by mutual agreement of the parties.

/s/ Hank Kashdan For Management HANK KASHDAN Deputy Chief Business Operations USDA, FS, Washington Office	9/18/07 Date	/s/ James C. Berry For the Union JAMES C. "CHRIS" BERRY President NFFE Local 1919	9/12/07 Date
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Concurrences:

We, the members of the WO Partnership Council, concur with this agreement.

/s/ Gary Samaha For Management GARY SAMAHA	/s/ Chris Berry For the Union JAMES C. "CHRIS" BERRY
/s/ John Sebelius For Management JOHN SEBELIUS	/s/ Debbie Kaufman For the Union DEBBIE KAUFMAN
/s/ Lou Leibbrand For Management LOU LEIBBRAND	/s/ Melissa Baumann For the Union MELISSA BAUMANN

July 24, 2007

 Date Signed