



Negotiated Agreement Regarding Leave at Colorado Passport Agency

March 25, 2010

This agreement is subject to all provisions in the Master Agreement between Passport Services and the National Federation of Federal Employees – Local 1998, dated July 20, 2009; hereafter referred to as the Master Agreement.

This local agreement is subject to change to comply with any future national agreement between Passport Services and NFFE, National Union Management Committee agreements, or directives by Passport Services in conformity with Article 12, Section 16(f)(i) and Article 31.



LEAVE IS A RIGHT

Leave is approved or disapproved depending on staffing resources, work load, and the needs of the office. Leave slips will be reviewed by Management in a timely manner and Management will make every effort to notify the employee within one week of the employee submitting the request. Once leave has been approved no employee shall be forced from their requested day(s) off unless required by emergency (as defined by Article 3 of the Master Agreement).

Every effort will be made to approve leave; however, if an employee's leave is disapproved Management will give an appropriate reason, and may even ask the employee to select another date(s).

Annual Leave/Comp Time Leave/Award Time Off:

Annual leave, comp time leave, or award time off must be approved in advance. Requests for annual leave for emergency or unforeseen reasons will be considered on an individual basis. Bargaining unit employees may submit his/her request up to one year before the scheduled leave. Leave is based on a first come, first serve basis. If multiple employees request the same time off and Management is unable to grant all time requested, leave for that period shall be granted to the employee with the most seniority based on service computation date. However, this rule shall not allow the senior employee to take leave during the same two calendar month period more than two (2) years in succession if other employees, of less seniority, who have requested leave during the same period, would be denied leave at that time.

Sick Leave:

Requests for sick leave for routine medical, dental or optical examinations or treatment will be submitted for approval prior to the beginning of leave. Where practical, these appointments should normally be scheduled early or late in the workday to minimize the amount of leave required.

Management may not request a bargaining unit employee to take part sick leave and part annual leave, if the employee has the available sick leave balance and requests to take leave for any of the reasons stated in Article 31, Section 2(a) of the Master Agreement.

Sick leave in excess of three (3) work days must be supported by a medical certificate, a statement from the employee acceptable to the supervisor, or other evidence acceptable to the supervisor.

Use/Lose Leave:

Use/Lose is not a guaranteed basis for approval. Every effort will be made to accommodate a bargaining unit employee in the event they find themselves in a use/lose status; however, it is the responsibility of the bargaining unit employee to keep track of his/her balance. Refer to Article 31, Section 1g and 1h in the Master Agreement.

Calling In:

In a situation which could not be anticipated in advance, the bargaining unit employee will call the Administrative Assistant. If the Administrative Assistant is available, the employee will be transferred to the appropriate supervisor/manager on duty. If the Administrative Assistant is not available, the employee must leave a message with the telephone number where the employee can be reached.

A bargaining unit employee normally has up to two hours from his/her initial start time to notify management of an absence. If the employee anticipates tardiness from the workplace, the employee should notify their supervisor or manager on duty, in the manner described above, immediately upon learning of the delay. If the employee fails to notify the appropriate parties within the allotted time, it may result in the employee being charged to absence without leave (AWOL) and disciplinary or other administrative action taken as the circumstances warrant.

A bargaining unit employee will need to notify his/her appropriate parties in the event that he/she will be tardy.

Request for leave for emergency or unforeseen reasons will be considered on an individual basis. However, the approval of leave cannot be presumed by the bargaining unit employee.

Leave Calendar:

An electronic rotating calendar may be viewed by all bargaining unit employees by accessing the Colorado Homepage site. The leave calendar will be updated by the time keeper once leave has been approved. The leave calendar will include the employee's name and the amount of time that employee will be absent from duty (i.e. 2 hrs, 8 hrs, etc.). The time keeper may indicate if an employee is on training leave, but may not indicate any other type of leave.

Request for Comp Time:

In the event a bargaining unit employee anticipates involvement in traveling for a work-related purpose that is outside his/her regular work hours, the bargaining unit employee must request comp time for the projected hours, in quarter hour increments. The bargaining unit employee will email his/her immediate supervisor with the request and the justification for the need of comp time.

In the event that the bargaining unit employee is unaware of the anticipated time that he/she will be involved in the activities, the bargaining unit employee will need to email his/her immediate supervisor indicating that they will be initiated in activities that will require them to travel outside his/her regular work hours and are unaware of the time limit.

For compensatory time off for travel please see the Department Notice effective April 27, 2008, a copy of which is posted on the Colorado Homepage.

The bargaining unit employee will need to furnish proof (i.e. travel itineraries, etc.) to indicate that they were initiated in activities that required him/her to travel outside his/her regular work hours.

The supervisor/manager will notify the time keeper of the approved comp time. Upon request, the timekeeper will provide the bargaining unit employee a balance of his/her remaining comp time balance.

Work (not travel) outside of the office in excess of the normal work hours may be compensated in the form of premium pay or comp time, at the employee's choice.

Distribution:


All BUE's will be provided a copy of this policy by email.


Review and Revision:

The Union Management Committee reserves the right to review and amend this policy accordingly.

Implementation and Effective Date

The date that this agreement shall be implemented will be pay period 07, March 28, 2010.

Signed  Sherman Portell, Director
Date: 03/25/2010

Signed  William Daniels, Assistant Director
Date: 03/25/2010

Signed  Corrina Davis, Senior Union Steward
Date: 03/25/2010

Signed  Michael Hewitt, Union Member
Date: 03/25/2010