

Re: F.M.C.S. Case #260318-04656

In the Matter of the Arbitration Between
U.S. Army Corps of Engineers, Pittsburgh District
[CofE, USACE or Agency]
Department of Defense
and the
International Federation of Professional and Technical Engineers
[IFPTE]
Through Its Agent, Local 777
[the Union]

Grievance – Denial of Leave, Caeman Lee

OPINION AND AWARD
Chuck Miller Arbitrator

APPEARANCES

For the Union:

Colin Smalley, Local 96/777 President

Kristina Schultz, Local 96/777 Vice President

For the Agency:

Corey Johnson, CofE Assistant District Counsel

PROCEDURAL BACKGROUND OF THE HEARING

This is an arbitration under the Collective Bargaining Agreement [CBA or Agreement] between the U.S. Army Engineer District, Pittsburgh, Pennsylvania and the International Federation of Professional and Technical Engineers Local 96 [now Local 777, effective August 26, 2014.]¹ The hearing was conducted July 8, 2026, in the Joint Use

¹ The agreement was effective for three (3) years and auto renewed annually thereafter until either party gave written notice of desire to terminate or modify the agreement before the next renewal date. It has been renewed and the renewals have accommodated the evolution of Local 96 into now Local 777.

Conference Room (1200), on the 12th floor of the William S. Moorhead Federal Building, 1000 Liberty Avenue, Pittsburgh, PA 15222. No court reporter was present. By agreement, no post hearing briefs were submitted.

ISSUES

The Agency and Union have stipulated to the following issues:

Whether the US Army Corps of Engineers - Pittsburgh District (Agency/District) violated the collective bargaining agreement (CBA) when the supervisor denied the employee's request for 16 days of annual leave based on mission requirements? If so, what is the remedy?

Whether the Agency violated 5 U.S.C. § 7116(a)(1) and (a)(5) of the Federal Service Labor-Management Relations Statute by allegedly implementing a policy restricting employees' use of annual leave to no more than two (2) weeks without providing the Union notice and an opportunity to bargain? If so, what is the remedy?

OFFICIAL STATUTES, RULES AND REGULATIONS GOVERNING THE GRIEVANCE²

ANNUAL LEAVE

CBA Article 14.1 Hours of Work and Leave states in pertinent part:

² The usual and expected collective bargaining agreement management and union rights are, in fact, in the party's CBA. Since they are routine and not at issue other than spelled out in this decision, they will not be copy/pasted herein.

It is recognized that the Employer has the right to approve/disapprove leave in accordance with applicable rules and regulations"

Army Regulation 690-630 dated 18 August 2023, Section 3-3 states:

Generally, there is no limitation on the amount of accrued annual leave that may be requested and approved during a leave year. However, an employees' entitlement to use annual leave is subject to a supervisor's right to schedule it in a manner that ensures mission achievement. Therefore, supervisors are responsible for planning, coordinating, and approving their employees' annual leave throughout the leave year in a manner that promotes a balance between employee needs and mission accomplishment³ (*emphasis supplied*)

CELRP⁴ Regulation No. 690-1-9 dated 15 September 2003, Section 6.c. titled Use of Annual Leave, states in pertinent part:

³ The sentence goes on to say that supervisors must ensure that employees will not be in danger of annual leave forfeiture at the end of the leave year.

According to official government publications, a General Schedule (GS-11) employee working stateside for the U.S. Army Corps of Engineers (USACE) forfeits any accrued annual leave that exceeds 240 hours at the exact end of the federal leave year.

Annual leave is not lost on December 31st or at the end of the strict calendar year. Instead, the U.S. Office of Personnel Management (OPM) defines the deadline as the final day of the federal leave year. A leave year ends on the day right before the first day of the first full biweekly pay period of the new calendar year.

The deadline to schedule this "use-or-lose" leave to protect it for potential restoration is usually in late November.

The 240-Hour Rule: The maximum amount of annual leave a stateside GS employee can carry over from one year to the next is 240 hours (30 days).

The Forfeiture Calculation: The employee will lose any hour accrued above the 240-hour limit. For example, if the employee finishes the leave year with 265 hours of annual leave, they will forfeit exactly 25 hours.

It is uncontroverted that Lee was not in danger of losing annual leave no matter what the decision vis-a-vis granting/denying his leave requests.

⁴ CELRP is an internal routing code for the U.S. Army Corps of Engineers, specifically standing for Corps of Engineers Little Rock Pittsburgh District (Pittsburgh is also sometimes referred to as the LRP District).

(1) Purpose of Annual Leave: Annual leave is provided and used for two general purposes:

- (a) To allow every employee an annual vacation period of extended leave for rest and recreation, and;
- (b) To provide periods of time off for personal ... purposes.

(2) Planning and Scheduling Annual Leave: Employees and supervisors have a mutual responsibility to plan and schedule the use of annual leave throughout the year, taking into consideration the demands of the organizational workload and employees' desires. (*emphasis supplied*) Annual leave should be scheduled early in the year to ... ensure an adequate work force at all times.

CELRP Regulation No. 690-1-9 Section 6.c.(2) goes on to state in pertinent part:

The scheduling of leave is so important that Public Law 93-181 makes it a prerequisite to the restoration of annual leave that may be forfeited because of exigencies of the public business or because of sickness.

CELRP Regulation No. 690-1-9 Section 6.e.(2) states in pertinent part:

Long term training, whether for academic studies or assignments requiring extended TDY, is not considered an exigency which would normally prevent the use of annual leave.

DISCUSSION OF LEAVE RULES AND REGULATIONS

Construed together, in the taking of annual leave these protocols (in no particular order of importance):

1. Call for both supervisor and employee to consider the demands of the Agency's workload with the employee's desires;

2. call for the supervisor to promote balance between the Agency's mission accomplishment and the employee's needs;
3. call for keeping in mind that the purpose of annual leave is that it be annual and for personal R&R;
4. note that employees have an entitlement to use annual leave, but it is subject to the supervisor's right, in scheduling leave, to ensure mission achievement, save and except for the caveat that extended TDY such as FAST deployment is not considered an exigency which would normally prevent the use of annual leave;
5. note that scheduling of leave should be done early in the year for the entire year to ... ensure an adequate work force at all times;
6. remind the Agency and the Union that scheduling annual leave (and getting the leave approved before the start of the third bi-weekly pay period before the end of the leave year) is a prerequisite to restoring annual leave that was forfeited that leave year because of sickness or "Exigencies of the public business" (the latter meaning urgent, unavoidable and unforeseen operational needs). (*emphasis supplied*)⁵

⁵ One additional article of the CBA should be discussed, but only in footnote. Article 8 of the CBA, titled Grievance Procedure, states in Section 8.5, e, Step 1, that "Within fifteen days (15) calendar days (sic) after the occurrence giving rise to the grievance, an email or other written documentation shall be provided to the lowest level supervisor who has authority to resolve the grievance."

The first leave request in question was denied on July 22 of 2025. The second leave request in question was denied on August 6, 2025. The Step 1 grievance was filed August 20, 2025, by Kristina Schultz (V.P. of the Union).

The last Agency witness, Cathy Van Loon, who's testimony is detailed later in this decision, brought up, and the Agency raised, the issue that the grievance was not timely filed within 15 days of July 22nd and should for this reason be decided adversely to the Union. Both leave denials were the subject of the Union's Step 1 grievance.

The issue is not jurisdictional, but is contractual.

As heretofore stated, the two issues to be decided in this arbitration were agreed to by the parties pre-hearing and presented to the arbitrator as the issues to be considered. They are the issues raised in the Union's step one grievance. The first, a contractual violation of the CBA, Article 14.1. The second, an unfair labor practice in violation of 5 U.S.C. Sec. 7116(a)(1) & (a)(5).

The timeliness of the Step 1 grievance (written notification) was not raised by the Agency in any of its denial of the 3 Steps of the grievance procedure, nor in the agreed upon issues to be decided in this arbitration.

UNFAIR LABOR PRACTICE

5 U.S. Code § 7116 - Unfair labor practices

(a) For the purpose of this chapter, it shall be an unfair labor practice for an agency

(1) to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this chapter;

* * * * *

(5) to refuse to consult or negotiate in good faith with a labor organization as required by this chapter;

DISCUSSION OF UNFAIR LABOR PRACTICE

Specifically, here the Union maintains that the Agency committed an unfair labor practice by creating, through its agent the Chief of the Civil Design Section, a policy that annual leave requests must be for a duration of two weeks or less, else they would not be approved. Such a policy unilaterally changes the Division's union employees' important work rules, thus:

- Because Section 7116(a) requires managers to consult or negotiate in good faith with a labor organization before making important changes to work policy, the Agency is bypassing the union (violating section 7116(a)(5)), also;
- It is also undermining the union's ability to represent the workers, which coerces the employees (violating section 7116(a)(1))

It is the determination of the Arbitrator that this issue has been waived by the Agency. As such, the Agency is estopped now from raising it or having the issue decided in this arbitration.

TESTIMONY AND EVIDENCE ADDUCED AT THE HEARING⁶

The U.S. Army Corps of Engineers, Pittsburgh District (the Agency), manages water resources across 26,000 square miles in parts of PA, WV, OH, MD, and NY. It operates 23 locks and dams on the Ohio, Monongahela, and Allegheny rivers, 16 flood-control reservoirs, and 42 local protection projects. Key missions include navigation, flood risk reduction, environmental restoration, and emergency response.⁷

Testimony revealed that the Civil Design Section's duties would vary from the mundane, such as locks controlling rivers and their infrastructure requirements such as parking areas, to demolition of other existing infrastructure and the planning and construction of flood control projects. Many contracts were let out. Many projects were monetarily huge. At other times the Section was called upon to clean up another entity's engineering mess or to assist in a naturally caused emergency.

At the hearing numerous Agency, Union and Joint exhibits were introduced and admitted. Additionally, three witnesses testified: Carman Lee, Paul Christner and Cathy Van Loon.

Carman Lee, a college educated GS-11 Civil Engineer employed by the Agency in Pittsburg in the Civil Design Section, specialized in the technical design of site selection. Usually he works as a part of a team; sometimes on FEST missions or disaster missions.

On July 22, 2025, Lee submitted a leave request for the fall of 2025; specifically, September 25th through November 2nd, 2025 (26 business days or 38 calendar days). His leave request was immediately disapproved by his supervisor, Paul Christner, the supervisor of the Civil Design

⁶ Not all evidence will be set out in this decision. The Arbitrator took copious notes on a lap top during the hearing and further recorded the hearing on a digital tape recorder. All testimonial and evidentiary evidence has been considered, but not all evidence will be narrated into this writing.

⁷ For context, the Arbitrator takes judicial notice of these facts.

Section. The result was that \$720.01 the non-refundable airline ticket Lee had bought before submitting the request had to be cancelled.

A few days later Lee submitted another leave request for a shorter period of time, September 25th through October 17th (16 business days or 22 calendar days). This leave request was also immediately disapproved by Christner. The result was that \$407.51 of the non-refundable airline ticket Lee had bought before submitting the request had to be cancelled.

Christner met with Lee twice after the first denial to explain the denial and try and work out a time for Lee to take annual leave, but at the hearing the two men had different memories about the result of the meetings. Both agree that the supervisor said he had never heard of someone in the Section taking that long a leave, but both took the rest of the conversations differently.

Lee remembered the talks as a limitation of two weeks maximum allowable annual leave at a time unless for an exigency like parental leave or adoption. In other words, in Christner's mind the taking of more than two weeks leave was unheard of. Lee recalled his supervisor saying that two weeks leave was enough and that he wouldn't approve more.⁸

Christner recalled a friendly meeting where he said he gave the exigency involving new family member as only an example of when he (Christner) had heard of an engineer taking more than two weeks off. As stated in the Step 1 grievance procedure, he told Lee that 26 business days in a row would negatively impact the mission and was inconsiderate of the Section's workload. When reminded that Lee recalled asking if he could push the start of his leave request to April or September of 2026, and that the supervisor denied the suggestion, Christner recalled the request but stated that rather than deny the request to push Lee's leave to 2026, he told Lee that he didn't know how to answer Lee's request. The reason for

⁸ On cross examination Lee acknowledged that in May of 2026 he was granted an annual leave request for more than two weeks. He further then retreated some on the two-week limitation. That May, 2026, leave was granted AFTER the Step 3 grievance step was complete.

Christner's indecision was that Lee was likely going to be called up for FEST⁹ TDY in 2026, so Christner didn't know how to approve a leave request for an employee who had also been approved for FEST deployment in a future time frame. [At this point it should be iterated that engineers in this Division were encouraged to volunteer for such deployment, which was considered official duty].

The record is devoid of evidence that Christner ever sought to find out how to approve annual leave for an employee who is also subject to FEST deployment. Christner recalled that, as a compromise, the two agreed that Lee would come back with a second leave request of 13 days. An agreement which Lee vehemently denies.

Lee had not been on extended annual leave since October 4, 2024, which is approximately 11 months prior to the start of his requested leave above. As of August 31, 2025, Lee had accrued 180 annual leave hours (180 hours divided by an 8-hour day equals 22.5 business days). At the hearing he testified that by September 25th he would have accrued enough leave to cover 26 days, his maximum request.

As the testimony unfolded, Lee said that he had requested leave in order to travel to Europe and visit cities such as Helsinki, Warsaw and Amsterdam. There was one set of tickets were for one person, basic economy fare.

Lee was caught off guard when his request for Fall leave was denied both times, in part because all his previous leave requests in the past and especially in 2024 and 2025 (albeit, all for shorter periods of time than these two in question), had been approved.

Lee would have been justified in being further surprised at the leave denials because on August 8, 2025, he volunteered on ENG FORM 6243 for FEST training and up to a 6-month assignment on a FEST mission.

⁹ FEST stands for the Foreign Emergency Support Team. It is the U.S. government's only interagency team designed to deploy rapidly to assist other countries or U.S. Embassies during terrorist crises.

Lee had, in fact, been on FEST deployment for in excess of 60 days ending in May of 2025. Christner approved this request the same day, (as did the District Commander) meaning Christner was OK with Lee being snatched away at any time for up to six months, as long as it was for a FEST assignment. It should be reiterated that volunteering for training for FEST or FEMA deployment was encouraged and solicited by the Agency.

On Cros examination, Lee admitted that he did not explain why he wanted annual leave when he submitted the form. After the first leave was denied, he met with Christner and explained that he wanted an extended vacation to see Europe. Christner asked him to shorten the leave request because of possible future District workload. Christner also mentioned that taking such an extended leave was very inconsiderate of his fellow employee engineers (who would have to shoulder Lee's workload while he was *in absentia*).

Lee's retort at the hearing was that he had planned on making sure all of the deadlines of projects was assigned to him would have been met before the leave began (either leave). The rest of his job would have just been attending meetings or would be tasks that could be put on hold until he got back. None of this would have affected the mission, in Lee's view. Lee knew more about what he did than his supervisor. Of the assignments Lee had, none had hard deadlines that would occur during the time Lee wanted off on annual leave. Point-in-fact, though many projects/tasks were mentioned at the hearing and some in the grievance steps, no specific project or THING that would not be accomplished if the leave requests were granted was ever credibly itemized or alluded to.

Christner, who in 2025 was a newly appointed supervisor with 5 years in the Division as an engineer, pointed out how work loads differed and that this affected which leave requests were granted. Still, all leave requests for 2025 that were of minimal duration were approved.

However, it was in the differences in workloads, not the length of time, that Christner tried to distinguish Lee's prolonged leave requests. The

Civil Design Section had the most divergent workloads of any in the Division. Lee, for instance, was a road, parking lot, signage, traffic specialist. There were many subset skillsets in the employees of the Section. There was a lot of mega-project work on the fall of 2025, and much more.

As to whether Lee was caught up with his work in this time frame, the summer of 2025, he was. Reallocation due to emergencies happened, but Lee was caught up. There was some overtime that was necessitated, but not because of Lee's workload.

At the hearing, Christner complained that Lee didn't tell him why he wanted leave before just submitting the first leave form on July 22nd. Lee also, according to the supervisor, didn't give him much notice (for the record, Lee gave two months' notice). The division was so overburdened with work that several engineers were already working overtime. Christner also knew that Lee would be in FEST training again in 2025 & 2026 and his absence for that would necessitate other engineers to assume Lee's workload. For all these reasons Christner summarily denied Lee's first request for Fall annual leave without consulting Lee.

Prior to the second Fall leave request Lee arranged air tickets for a shorter European vacation, the dates for which are noted above. Denied again. The reasons, as stated by Christner in the grievance steps were, variously, that 16 business days would negatively affect the mission, that the Section workload had been increased by multipole mega (read expensive) projects and that Lee's workload could not be reasonably reassigned.¹⁰ At the

¹⁰ At the hearing Christner also cryptically alluded to a general disruption in the federal workforce at the time. The Arbitrator takes notice of the existence of the Department of Government Efficiency (DOGE), created by presidential executive order on January 20, 2025. During the period of Lee's annual leave requests there was a somewhat quixotic attempt by that department to reduce the federal workforce. The effort was attempted by mass downsizing of federal agencies and departments which may have seemed random to some. In any event, the period lent itself to uncertainty in the otherwise predictability of staffing levels in the United States civilian governmental workforce. Additionally, testimony and documentary evidence revealed that there was a government-wide hiring freeze imposed on the federal government in January of 2025.

hearing Christner reiterated the reasons afore-stated & those stated in the first denial.

Another factor mentioned was that Lee had, as was encouraged generally throughout the Section, volunteered for special duty in FIMA and FEST assignments.¹¹ Christner & Lee knew that Lee had been called up for the special training needed for FEST assignment from October 19 to the 31st, 2025. So, Lee's second Fall annual leave request would have taken Lee out of the office from September 25th to October 17th, and then October 19th to 31st for FEST training.

Christner, in his testimony said that the workload of the section varied so much that it was different for each of the two time periods Lees requested for annual leave. The mega (expensive) projects sent towards the section were varied. True, when Lee was deployed TDY, his work was reassigned among the 17 section members (the number varied somewhat and had 5 slots vacant as of June, 2025) but, in the Arbitrator's view, the importance of the temporary assignment was great enough to justify the reapportionment of workload. Besides, there might be little choice in having to temporarily lose an engineer to a FEMA or FAST mission.

Other factors brought out in Christner's testimony included that approval of Lee's leave request(s) might interfere with ERDC training.¹²

¹¹ FEMA stands for the Federal Emergency Management Agency. It is the main U.S. government organization tasked with helping people before, during, and after disasters. As heretofore stated, FEST stands for the Foreign Emergency Support Team. It is the U.S. government's only interagency team designed to deploy rapidly to assist other countries or U.S. Embassies during terrorist crises. For instance, if a severe natural disaster happens at home, FEMA is in charge of local recovery. If an act of terrorism happens abroad, FEST is deployed to help manage the situation and protect American lives.

¹² U.S. Army Engineer Research and Development Center (ERDC) provide the Section and other Department of Defense personnel with advanced scientific and engineering training. *But see* CELRP Regulation No. 690-1-9, Section 6.e.(2) which observes that annual leave would not be prevented by long-term training requiring extended TDY.

Also, 4th quarter priority guidance from the Commander of the Corps of Engineers, dated June 30, 2025, guided Christner in his overall decision-making processes. That June 30th memo included the following:

As we enter into the 4th Quarter, our District is managing record workload with a smaller workforce. This is a fact which, by necessity, requires us to prioritize and reorganize. We have the lead for multiple Enterprise-priority projects and initiatives. Delivering these on-time and on-budget must continue. Our region relies on us to meet our most important enduring commitments - whether reducing flood risk, ensuring navigation, or responding to hurricanes. We cannot fall short in these areas.

However, we must sustain our efforts and preserve/retain our workforce - this is a marathon and not a sprint. This means that the team collectively needs to make choices and communicate risk. It is o.k. for us to say no or not yet to workload which is lower priority. It is also o.k. for us to adjust our delivery to reflect our capacity.

Concerning adjusting workload of a temporarily absent (because of, for instance, annual leave) engineer, Christner observed that not all of the section's engineers were doing the same jobs. They were not like Legos. Not all of them can do the same work. Some are CAD (computer-aided design) only. GS-11s can't do GS-12's work. Etc.

For these and the reasons stated in the three step denials of the grievance, Lee's two requests for Fall leave were denied.

The Agency closed out the hearing by calling Cathy Van Loon to testify as an expert witness.¹³ Van Loon is a Labor Management Employee Relations Specialist with CHRA (Civilian Human Resources Agency) for

¹³ Her qualifications as an expert witness were not challenged by the Union, and her status as such is accepted by the Arbitrator.

the USACE (US Army Corps of Engineers), Pittsburgh District. That agency manages civilian employment, benefits, and labor relations for the district's workforce, as well as the hiring process, employee onboarding, and personnel management for the Corps' civil works mission. It further handles administrative actions and advises the District on matters such as grievances, labor union advisories, etc.

Van Loon had been employed in organizational human relations for 25 years and had advised District management for 15 years. She had extensive experience dealing with Regulations 690-30 and 690-1-9, and including the CBA herein. She helped draft the three step denials of Lee's grievance in this case, right up to the Commander of the Corps of Engineers in Pittsburg, Colonel Nicholas Melin.

Her expertise helped her hearing discussion of Reg 690-630 Sec 3-3 which clearly set out that it is the supervisor's right to approve or disapprove a request for annual leave. Reg 690-1-9 provides for the leave decision maker to consider workload and other factors such as other employees leave status. The decision is to be a joint effort between the employee and the supervisor. Both have a duty to strike a balance.

DISCUSSION

The core issue here revolves around the duration of annual leave being requested. In this grievance Lee had asked for 26 business days (which was also 38 calendar days) and then, when that was denied, 16 business days (which was 22 calendar days). Both requests were for Lee to travel to and see various places in Europe. The latter was denied by the supervisor in Step 1, but partially granted in Step 2 when 14 business days out-of-country was coupled with two days telework in-country.

Ignoring for the moment, since its granting was highly suspect,¹⁴ the more than two-week leave being granted to Lee in 2026: The Step 2 decision

¹⁴ Lee's slightly more than 14-day annual leave request was granted in 2026 during the grievance step process wherein the Union complaint was that there was a policy against more that two weeks annual leave being granted.

by one management level up from Christner, ratified the notion that 14 business days leave taken outside of the USA was all Lee was going to ever get approved.

In 2024 and 2025, Lee's shorter requests for leave, the longest being 56 hours (7-workdays), were all approved. That 7-day leave was Lee last "extended" leave, in 2024. All the rest of his ten annual leave days were for 1 to two days at a time. So, when Lee asked for Fall, 2025, annual leave he had not had an extended annual leave for almost a year.

Christner had the information at his disposal that Lee wanted to see Europe, that Lee had enough annual leave accrued by the time leave would have started, Lee had not had but a single work-week as his extended leave in a year. When Lee tried to get Christner to consider different dates for the leave such as in April or September of 2026, the supervisor refused.¹⁵

Reg 690-1-9 states that the purpose of annual leave is for an employee to experience an **annual** vacation period of **extended leave for rest and recreation**. Further, employees and supervisors have a mutual responsibility to plan and schedule the use of annual leave throughout the year, taking into consideration the demands of the organizational workload and employees' desires.¹⁶

Backing off, for a second. If engineers' absences were necessary for FEST or FEMA duty in excess of 16 business days, which was categorized by the Agency as official duty, their workload was adjusted in their absence regardless of the time frame. By this record, the same is not true of

¹⁵ At the hearing, and perhaps at the meeting with Lee, Christner said that he refused because he just didn't know how to approve a leave request for someone who might be called up for FEST TDY. If this were true, Christner could have found out the answer to that knowledge hole. Volunteering for and participating in FEST was encouraged by the Agency, but can it hardly, in the face of Reg 690-1-9, be a reason for denying leave? Christner never got back to Lee about 2026.

¹⁶ The District specific Regulation goes on to say that Annual leave should be scheduled early in the year to ensure an adequate work force at all times. The record is devoid of any attempt by either party to follow this admonishment.

absence due to annual leave if it is for R&R, but has been heard of for situations involving new family arrivals.

Another unmistakable impression from the evidence of the workload and mission of the District is that the mission will always be negatively impacted by the absence of an engineer. That can't be helped if there are long vacancies due to a hiring freeze, which there were and was. That can't be helped if engineers are pulled away for long periods to a FEMA emergency or FEST deployment, which they often are. However, negative impact to the mission CAN be helped by shortening annual leave periods that employees take. This, the Agency has done.

Yes, there is a balance between employees' needs and mission accomplishment that supervisors and their superiors, up to and including the Commander, discretionarily decide. And, by the credible weight of the evidence, that balance has been struck with the Agency's thumb on the scale.

The quarterly guidance from the District Commander, "It is o.k. for us to say no or not yet to workload which is lower priority. It is also o.k. for us to adjust our delivery to reflect our capacity." should be a tool by which absence of staffing or of any particular engineer should be accommodated regardless of the reason for or the length of that empty desk.

If FEMA, or FEST, or FEPLA¹⁷, or the FMLA¹⁸ or a hiring freeze cause an extended vacancy in the District's workforce, why should their effect on "mission achievement" be given a different weight than that of a regulation that's purpose is to allow every employee an annual vacation period of extended leave? Sure, Reg 690-630 credits the supervisor's right to schedule annual leave in a manner that ensures mission achievement, and it goes without saying that supervisors cannot schedule absences caused by the alphabet of causation that

¹⁷ Federal Employee Paid Leave Act

¹⁸ Family and Medical Leave Act

opened this paragraph. But the upshot is, that while absences happen, the mission gets achieved.

If Christner were serious about scheduling annual leave in a manner that ensures mission achievement, he would have figured out how to approve Lee's request for a period in 2026 as Lee had requested. If not the start dates Lee suggested in 2026, then some other dates. No, the answer to why Lee couldn't get 16 out-of-country workdays annual leave approved keeps coming around to the conclusion that 16 days is too much of an extended leave for Lee to enjoy if taken all at once. Such a practice or belief negates Reg 690-630, 690-1-9 and the Commander's own guidance to just say "no or not yet" to workload in order to achieve the District's mission.

And then there is that section of 690-1-9 which states: "Long term training, whether for academic studies or assignments requiring extended TDY, is not considered an exigency which would normally prevent the use of annual leave". That sentence is contextually in a part of the District specific regulations that deals with restoring forfeited leave, but as a stand-alone prohibition it would seem to be telling the Agency that annual leave trumps long term training. If so, how is it that Lee was allowed to put himself, with supervisory approval, in a position to be called away on TDY for an extended period (and the District's mission would be accommodated) but not allowed annual leave for an extended period. The FEST training in October of 2025 would seem to be a part of Christner's reasoning for denying Lee's second Fall annual leave request.

The unmistakable message from the verbiage in the denials of the three grievance steps, coupled with Lee's and Christner's testimony, is that there will always be times of scrambling to meet the demands of the District's workload and to ensure mission achievement. There are times that cannot be affected by the Agency, but annual leave is a time that the agency can affect, and it has chosen to limit the effect of absence, caused

by annual leave, to that of 14 in-country workdays. Two weeks, in the vernacular.

DECISION OF THE ARBITRATOR

The grievance is granted.

For the reasons stated, the Arbitrator finds that the Agency, in having a practice of allowing no more than 14 out-of-country days of annual leave to be taken at a time, has created an unfair labor practice in violation of 5 U.S.C. § 7116(a)(1) and (a)(5) of the Federal Service Labor-Management Relations Statute.

As far as damages, however, the Union/Lee is entitled to no monetary compensation for the reasons adequately stated in the Agency's Reply Brief (dated July 6, 2026), to the Union's Remedy Brief, and incorporated herein.

ORDER: The Agency is ordered to Cease-and-Desist from violating the said statute, 5 U.S.C. § 7116, and interfering with union rights.

ORDER: The Agency is ordered to give full effect to CELRP Regulation No. 690-1-9, Section 6.c.(1)(a) & (b), thereby ensuring that employees are allotted EXTENDED LEAVE for an ANNUAL VACATION for REST AND RELAXATION as required by Army and CELRP Regulations and the CBA.

The Union request for monetary compensation is denied.

IT IS SO ORDERED on this, the 24th day of July, 2026



Chuck Miller

Arbitrator Assigned¹⁹

¹⁹ The Arbitrator retains jurisdiction for a period of six (6) months to ensure that these orders are followed, and for such and further relief as is deemed necessary by this decision.