

19 Feb. 2002

**MEMORANDUM OF AGREEMENT (MOA)  
CONCERNING  
Air Force Materiel Command Implementation of Air Force  
USD (A&T) Policy on Continuous Learning (CL)  
for the Defense Acquisition Workforce**

1. The American Federation of Government Employees (AFGE) Council 214 and Air Force Materiel Command (AFMC), hereafter referred to as the Union and Management, hereby enter into this MOA regarding subject instruction as it applies to bargaining unit members in matters covered by the Master Labor Agreement (MLA):
2. Supervisors of AFGE Council 214 bargaining unit members shall support and promote their employee's development efforts by:

Ensuring that funding for any and all types of CL is equitably distributed among their employees.

Ensuring that Individual Development Plans (IDPs) are kept current by meeting with the employee at least semi-annually and upon request of the employee, and documenting any changes to the Plan.

Ensuring that liberal interpretation be used in determining what constitutes CL and that all negative determinations are documented, upon request, in writing to justify the negative determination and that those determinations be provided to the employee.

Ensuring their employees have equal opportunity for CL just as with other training opportunities within the supervisor's control in order to facilitate the member's accomplishment of their requirement to attain CL certification.

3. Employees may submit any applicable activity to management for consideration of CL points. Disputes between a bargaining unit member and their supervisor concerning issues such as what constitutes CL or the number of points relative to an activity shall be resolved through remedies available under the MLA including the alternate dispute resolution procedure.
4. Supervisors have the authority to use liberal discretion in determining what constitutes continuous learning provided the activity falls within the guidelines of the Under Secretary of Defense (USD) (Acquisition & Technology) (A&T) Policy on CL. Where a requirement exists for completing mandatory or assignment specific training and such training cannot be accomplished due to lack of funding, the most urgent work requirements beyond the supervisor's control, severe personal hardship or for any other applicable reason, a waiver shall be granted until such time as the requirement can be accomplished. There shall be no limitation on the number of waivers granted as long as the aforementioned conditions apply. Waivers are not granted to remove the requirement for CL. Rather, waivers simply extend the time allowed to meet policy requirements beyond the 24 months stipulated. A waiver should have a finite expiration date based on the number of points the employee lacks in meeting the standard. If agreement cannot be reached between the supervisor and the bargaining unit member, the dispute shall be handled in accordance with the provisions of the MLA.
5. No requirement exists to include accomplishment, or non-accomplishment, of CL within an appraisal rating. Additionally, it should not be used any differently than Acquisition Professional Development Program certification is currently used in promotion and assignment processes. CL should be viewed as a career development feature that could enhance duty performance and increase potential for greater responsibilities. CL shall not be used in any way quantitative, qualitative, or for any other purpose with regard to evaluation or discipline, i.e., the performance management of bargaining unit employees. Any planning or tracking of CL, manual or electronic, shall not be included in the performance standard (work plan) of employees, and it shall be removed from the performance standards (work plans) of any employees where it has been previously added.

6. The CL tracking system database will draw data from the personnel data systems. The Social Security Number is the key identifier in these data systems. Actions consistent with current DoD security standards will be taken to ensure safeguarding of the bargaining unit member's Social Security number in accordance with the Privacy Act when tracking CL activities. Hard copy CL tracking system documents such as reports will not display the bargaining unit members Social Security Number.
7. Management shall facilitate learning opportunities sufficient for the bargaining unit member to gain CL certification during their normal duty hours. However, upon employee request, applicable activities outside of the employee's normal duty hours will also be considered for approval using the guidelines for crediting CL activities provided in the USD (A&T) Policy of 15 Dec. 1998.
8. Any community or public involvement, voluntary or otherwise, including non-partisan or other elective office not in violation of the Hatch Act, elected or appointed Union offices, shall receive CL credit consideration as Experiential and Developmental Assignments or Professional Activities. Any bargaining unit member activities will be considered for CL credit upon request.
9. This agreement does not address the provisions of the "Enhanced Standards for Civilian and Military Personnel in Leadership Positions" delineated in USD (A&T)'s Policy on CL for the Defense Acquisition Workforce. When the Air Force develops the specific component guidance in this area and issues implementation procedures, Management will notify the Union and provide it with an opportunity to negotiate any bargainable provisions of the "Enhanced Acquisition Leader Standards" as they may apply to the bargaining unit members.
10. Use of the CL for the Defense Acquisition Workforce policy applicable to the bargaining unit members per the "Enhanced Standards For Civilian And Military Personnel In Leadership Positions" shall be in full compliance with the CFR Title 29, Part 1607 the Uniform Guidelines on Employee Selection Procedures to include adverse impact data collection, documentation and validation
11. All remedies available under the MLA or 5 U.S.C. Chapter 71 are available to the Parties if either party believes the other has failed to comply with any of the requirements of this MOA. All prior MOAs between the parties concerning the CL policy are superseded by this agreement.

Barry J. Rolo 2/19/02  
FOR MANAGEMENT DATE

Frederic M. Curwin 19 Feb. 2002  
FOR UNION DATE

Monica J. Ritz 2/19/02  
FOR MANAGEMENT DATE