

**MEMORANDUM OF  
AGREEMENT (MOA)  
CONCERNING**

Air Force Instruction (AFI)  
33-115,

Vol. 1 -Network Management, 15 November 2002;  
Vol. 2 - Licensing Network Users and Certifying Network Professionals,  
1 November 99;  
And

Draft Vol. 2 -- Licensing Network Users and Certifying Network Professionals,  
26 February 02

1. The American Federation of Government Employees (AFGE) and Air Force Materiel Command (AFMC), hereafter referred to as the Union and Management, hereby enter into this MOA regarding the above matters as they apply to bargaining unit members covered by the Master Labor Agreement (MLA) between the Parties.

2. To accommodate the bargaining unit impact of implementing the above referenced Air Force Instructions, the parties agree to the following:

a. Monitoring of E-mail - The parties agree that monitoring of employee email is necessary for the enforcement of policies regarding computer security and the "appropriate use" of computer resources. It is also recognized that a reasonable degree of privacy is conducive to effective e-mail communication. To minimize the potential for abuse, monitoring privileges will be restricted to individuals responsible for enforcing these policies. Such individuals will not be permitted to share information obtained through the monitoring of email except to report a suspected violation of security or "appropriate use" of computer resources policies through appropriate channels.

b. Certification Phase-In – It is not the intent of the Employer to use the certification/training requirements incorporated in the above referenced issuances to adversely affect the status of a bargaining unit employee. Consequently, the parties recognize that a substantial number of network professionals are currently working to obtain the certification and training requirements mandated by AFI 33-115 Volume 2. It is understood these individuals will continue to perform their duties provided they make satisfactory progress toward obtaining all required certifications. Management will provide the needed training for these and subsequently hired network professionals on a fair and equitable basis as it becomes available. An employee who fails to successfully complete any certification-essential course will normally be afforded a second opportunity to take the course.

c. Background Checks – Background checks will be initiated for those Network professionals or network users who have not had the check performed according to the new license/certification requirements of AFI 33-115 Volume 2.

d. Suspensions - AFI 33-115 Volume 2 provides guidance for suspending a user's license and for suspending a network professional's certification for committing certain harmful or prohibited acts. Suspension curtails access to the network or denies system privileges, in some cases, indefinitely. The parties recognize that, while "non-disciplinary," such suspensions can seriously affect an employee's ability to perform his/her duties. To guard employees from the harm of arbitrary or unjustified suspensions, while preserving the authority of the Designated Approval Authority (DAA) to suspend access and system privileges, the parties agree to the following:

(1) Basis of Suspension - Licenses and certifications shall be suspended for actions defined in AFI 33-115 Volume 2. Given the parties' mutual agreement that employees should be aware of their responsibilities and obligations with respect to Air Force computer networks and systems, the Employer will consider this factor whenever remedial action (*including indefinite suspension*) is considered. An indefinite suspension can be imposed whenever a serious risk of harm to the security or operations of the network or a possible violation of law is present. Within an organization under a given DAA, remedial actions should reflect both reasonableness and equitableness across that organization. (The imposition of a suspension under this MOA does not preclude the Employer from pursuing formal action as appropriate. Formal action (i.e. disciplinary/adverse or performance-based actions) will be taken consistent with the requirements of the parties' basic agreement (i.e. MLA) and applicable regulations and instructions.)

(2) Information Rights - On at least the first occasion, an employee suspended for committing certain harmful or prohibited acts will be provided a copy of the AFMC Supplement to AFI 33-202 and will be informed of the procedure and timeframes for contesting the suspension according to AFI 33-115 Volume 2. An employee who contests his/her suspension unsuccessfully will be provided the following additional information, if requested within 20 calendar days of receipt of the DAA's decision: (a) all evidence considered by the DAA and the rationale used to sustain the suspension; and (b) any specifically requested evidence, either from the network system or from persons(s) reporting the violation which might aid in the employee's defense to the extent that such information is otherwise releasable.


(3) Representation Rights - An employee is entitled to union representation contesting a suspension according to the procedure specified in AFI 33-115 Volume 2 and responding to the DAA's decision. A reasonable amount of official time shall be granted to the employee to consult with a union representative for these purposes.

(4) Rebuttal Rights - An employee who has unsuccessfully contested a suspension has the right to challenge the facts and rationale behind his/her suspension. *A copy of the employee's rebuttal will be filed with any record of the suspension.*

e. Credit for Work Performed - Employees who perform "crew position" duties identified in AFI 33-115 will receive appropriate credit for their experience consistent with agency skills coding policy/procedures. Changes to a position description or core document required to include such duties will be made in accordance with the applicable provisions of the Position Classification article within the Master Labor Agreement.

3. All remedies available under the MLA or 5 U.S.C. 71 are available to the parties if either party believes the other has failed to comply with any of the requirements of this MOA.

Thomas C Robinson 3/3/03  
FOR THE UNION/DATE

  
Kenneth A. Jeter, COL, USAF 3/3/03  
FOR MANAGEMENT/DATE

Michael J Madges 3/3/03  
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