

**MEMORANDUM OF AGREEMENT (MOA)
CONCERNING
Air Force Instruction (AFI) 36-815,
Absence and Leave, dated 5 Sep. 2002**

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 the subject instruction as it applies to bargaining unit members covered by the Master Labor Agreement (MLA) between the Parties.
2. When any provision of AFI 36-815 conflicts with the Master Labor Agreement, the Master Labor Agreement takes precedence. If a provision of AFI 36-815, which allegedly conflicts with the Master Labor Agreement is applied to a bargaining unit employee, the matter may be resolved through the negotiated grievance procedure in Article 6 of the MLA.
3. Paragraphs 1 and 4. - The law(s) cited in AFI 36-815, paragraphs 1.1., 1.2.1.1., 1.2.3.2., 2.4., and 4.2 is 5 U.S.C. Chapter 63.
4. The policies, procedures and practices applicable to AFI 36-815 shall be consistent with those procedures contained in Articles 23 and 24.
5. Unless otherwise defined by law or specific regulatory provisions, the meaning of the word "*emergency*" as contained in AFI 36-815 is defined as "*an unforeseen event.*"
6. The OPM Form 71, Request for Leave or Approved Absence, is the commonly accepted means to request annual or sick leave. Leave requesting procedures are contained in MLA Articles 23 and 24 and MOA, 23 Aug 01 (covering AFI 36-815, Chapter 11, Leave for Bone-Marrow or Organ Donation)
7. Paragraph 1.6.2., the first sentence, is modified as follows:
 "A male employee may request sick leave, annual leave or leave without pay for the purpose of caring for his minor children or the mother of his newborn child during confinement or incapacitation due to the delivery."
8. Upon an employee's request, and consistent with MLA Section 23.06, a supervisor's denial of a request for unscheduled leave shall be returned to the employee within one work day after receipt of the request.
9. Paragraph 2.10.2.5 shall include the following sentence:
 "The originating supervisor shall ensure that the approval or denial of the determination of the exigency is provided to the impacted employee and shall render assistance in preparing the individual requests for restoration of leave."

10. Paragraph 2.10.6.2 shall include the following as a last sentence to the paragraph:
“Notification and the opportunity to bargain will be extended at the local level in those instances where local guidelines are developed for the use of restored leave impacting civilian bargaining unit employees.”
11. Paragraphs 7 and 8. - The terms “*essential operations*,” referenced in paragraphs 7.6., 8.2., and 8.10.1; and “*mission essential duties*,” referenced in paragraph 7.6.3., are defined as those operations and/or duties, which must be performed in order to prevent critical impairment of the organizations’ mission or resources. These comprise, but are not limited to:
- a. Command and control of organizational assets.
 - b. Receipt, assessment and analysis, processing, display and dissemination of information necessary to perform critical missions and support decision-making.
 - c. Other operations that must be performed to achieve mission success.
12. Paragraph 8.7.2. - The definition of “*appropriate directives*,” are the required documents included in the MLA provisions.
13. Paragraph 8.5 – The excusal of bargaining unit employees for purposes of donating blood, will be negotiated by the parties at the local level, unless agreements are already in place.
14. Paragraph 8.8 – Medical officer certification as to the necessity for the absence is not required for AFGE Council 214 bargaining unit employees.
15. Attachment 1, GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION – AFI 36-401, *Employee Training and Development*, dated 28 Jun 02, is not applicable to the AFGE Council 214 bargaining unit employees until bargaining obligations have been completed.
16. 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.

Raymond Rush 7 Nov 03
FOR MANAGEMENT/DATE

Fred Arwin 6 Nov. 2003
FOR THE UNION/DATE