

**MEMORANDUM OF AGREEMENT (MOA)
CONCERNING
Air Force Instruction (AFI) 36-815,
Absence and Leave, dated 21 December 2006**

(Supercedes AFI 36-815 MOA dated 7 November 2003)

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 MLA, the MLA shall take precedence. In all cases, the policies, procedures and practices applicable to AFI 36-815 shall be consistent with those procedures contained in Article 23 and 24 of the MLA. The following are examples:
 - a. AFI paragraph 1.2.4.5 – The MLA does not require employees to provide contact information or a way to be reached while on approved annual leave.
 - b. AFI paragraph 2.3.1 – The requirement for annual leave scheduling remains in effect (MLA Section 23.02 and 23.03).
 - c. AFI paragraph 2.5.4 – Employees shall not be forced to take annual leave in the event of a facility shutdown (MLA Section 23.09).
 - d. AFI paragraph 3.5.3 – Prior to being placed in “leave abuser” status, an employee must first be formally counseled and, if abuse continues, will subsequently be provided a formal notice of leave abuse restrictions (MLA Section 24.03).
 - e. Upon an employee’s request, 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 (MLA Section 23.06).
3. The parties agree to the following modifications and/or incorporations of previous referenced MOA:
 - a. AFI paragraph 2.10.2.5 - 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.
 - b. AFI paragraph 2.10.6.2 – Changes to local guidelines for the use of restored leave will be provided to the local union, and an opportunity to bargain the guidelines, procedures and impacts on bargaining unit members will be given.

- c. AFI paragraph 7.6, 7.6.3, 8.2, and 8.10.1 – The terms “*essential operations*,” and “*mission essential duties*,” 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:
 1. Command and control of organizational assets.
 2. Receipt, assessment and analysis, processing, display and dissemination of information necessary to perform critical missions and support decision-making.
 3. Other operations that must be performed to achieve mission success.

- d. AFI 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.

- e. AFI paragraph 8.8 – Medical officer certification as to the necessity for an absence is not required for members of the AFGE Council 214 bargaining unit.

- f. The law(s) cited in AFI 36-815, paragraphs 1.1, 1.2.1.1, 1.2.3.2, 1.3.2, 2.4, and 4.2 is 5 U.S.C. Chapter 63.

- g. Unless otherwise defined by law or specific regulatory provisions, the meaning of the work “*emergency*” as contained in AFI 36-815 is defined as “*an unforeseen event.*”

4. 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.

Janet M. Hoetler 3 May 07
 FOR MANAGEMENT/DATE AFMC/AIZL

Tom Robinson 3 May 07
 FOR THE UNION/DATE AFGE C214

[Signature] 3 May 07
 FOR MANAGEMENT/DATE AFMC/AIZL

 FOR THE UNION/DATE