

MEMORANDUM OF AGREEMENT (MOA)

02 NOV 2017

ON

**Air Force Instruction (AFI) 36-205, Affirmative
Employment Program (AEP), Special Emphasis
Programs (SEP) and Reasonable Accommodation
Policy, dated 1 December 2016**

References:

A. AFI 36-205, *Affirmative Employment Program (AEP), Special Emphasis Programs (SEP) and Reasonable Accommodations*, dated 1 December 2016

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 Memorandum of Agreement regarding subject Affirmative Employment (AEP), Special Emphasis Programs (SEP) and Reasonable Accommodations as it applies to bargaining unit employees covered by the Master Labor Agreement (MLA) between the parties.
2. Air Force Instruction 36-205 (reference A) is the master Air Force publication providing Air Force guidance on reasonable accommodations for individuals with disabilities, how the AEPs and SEPs are organized and how program personnel are designated and committees are established. It requires commanders to develop and implement a program of positive action in all personnel administration and management matters, including recruitment, employment and promotion, designed to promote equal opportunity and to identify and eliminate discriminatory practices and policies.
3. Management will ensure the following information is contained in vacancy announcements on USA Jobs for full-time SEPMs:
 - a. If the applicant is a current employee, they will have no return rights to their current position.
 - b. Should the person selected for the position wish to leave the SEPM position, they may apply for other job opportunities via USA Jobs website or discuss other avenues for noncompetitive reassignments with their supervisor, in accordance with applicable laws, rules, and regulations.
4. Duties assigned to SEPM BUEs, who serve in a collateral capacity, are not considered critical and therefore are not part of the BUEs performance plan. An addendum to the BUEs official CORE personnel document will occur for SEPM appointments and will annotate the duties are not critical.

5. Appointed collateral capacity SEPM BUEs will be notified on the percentage of time spent on duties within the SEPM appointment letter.

6. The local union will be notified when changes are made to the SEPM appointments within 10 calendar days.

7. SEPM BUEs appointed as a SEPM in a collateral capacity will initially be solicited for voluntary assignments. BUEs will have the opportunity to relinquish the collateral duty SEPM appointment at any time without any reprisal. However, it is understood that these duties may remain with the SEPM no longer than 60 days while management solicits and assigns the duties to a new SEPM. Additionally, management retains the right to remove these duties from SEPMs. SEPMs will not be penalized for the time and attention dedicated to collateral duties.

8. SEPM BUEs may request feedback from their supervisors or AEPMs regarding their performance of SEPM duties. Any meetings between the AEPM and the SEPM's supervisor regarding the SEPM's performance of SEP duties must include an invitation to the SEPM to join the meeting.

9. BUEs who perform SEPM duties will be allowed to participate in SEPM training as follows:

a. all required training will be authorized and completed during duty hours.

b. all voluntary training will be coordinated between the supervisor, SEPM and AEPM and will be attended during time scheduled to perform SEPM duties.

10. AEPMs and SEPMs will be allowed to accomplish their assigned duties during their regularly scheduled duty hours. Collateral duty SEPMs will schedule the percentage of time allotted for performing these duties with their supervisor and the AEPM.

11. The local union will be notified within 10 calendar days of the Installation Barrier Analysis Working Group (IBAWG) meetings. Upon request, the local union will be allowed to attend and participate in this meeting. If participating, the union will be required to acknowledge and sign a confidentiality agreement only if the other participants have also acknowledged and signed a confidentiality agreement for IBAWG participation.

12. The local union may request copies of the IBAWGs meeting minutes, briefing slides, or other pertinent meeting materials in accordance with 5 U.S.C. Chapter 71. Union recipients will be required to sign a confidentiality agreement prior to receipt of the materials if IBAWG participants are required to also sign a confidentiality agreement.

13. The local union will be notified at least 10 work days prior to and be allowed to attend and participate in the semiannual meetings between the AEPMs and the installation commander. The local union may request copies of meeting minutes or

briefing slides from meetings between the AEPMs and the installation commander, in accordance with 5 U.S.C. Chapter 71. Union recipients will be required to sign a confidentiality agreement prior to receipt of the material.

14. Any awards received by SEPM BUEs will be IAW the MLA and applicable MOAs.

15. Use of ADR for a Reasonable Accommodation (RA) grievance will be subject to the provisions of the MLA and any associated locally negotiated agreement. Other means such as a third party neutral (e.g. facilitator) may be utilized to assist the parties through the RA process. When a third party neutral is utilized and the parties involved in the RA process are agreeable, the local union will be notified that a third party neutral has been requested to assist with the RA process.

16. Management will ensure that multiple avenues (e.g. briefings, emails, bulletin postings, etc.) are utilized to disseminate information about the reasonable accommodation process to BUEs on an annual basis.

17. All remedies available under the MLA or 5 U.S.C. 71 will remain available to the parties if concerns cannot be cooperatively resolved.

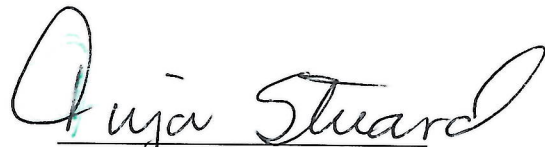
For Management/date



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