

19 February 2004

**MEMORANDUM OF AGREEMENT (MOA)  
CONCERNING**

***HAZARDOUS MATERIAL SUPPORT PRIME VENDOR PROGRAM (HMSPVP)  
DEPLOYMENT***

1. The American Federation of Government Employees (AFGE) Council 214 and the 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. The Parties agree that deployment of an Air Force HMSPVP program at OC-ALC, OO-ALC, and WR-ALC will be designed to provide on time hazardous material availability for the Air Force maintenance mechanics/artisans in the designated maintenance shops. The Parties further agree the HMSPVP program will be deployed to the depot maintenance shops in accordance with a multi-phased approach that may vary in size, scope, and timing at each Air Logistics Center (ALC). The Parties agree that phase one will consist of a single vendor providing direct delivery of hazardous material items directly to the Hazmat Distribution Support Centers (HDSCs) with potential expansion under a phase two program of a direct vendor delivery (DVD) hazardous material delivery program to the Point of Use (POU) in each shop. It is agreed that AFMC reserves the right to expand HMSPVP contract coverage to additional Air Force shops at its discretion subject to the limitations specified in paragraph three of this MOA. The Parties agree that follow-on contract options may be awarded at the discretion of AFMC to further extend, expand, and deploy the HMSPVP program.
  
3. A contingency plan shall be established by Management and the Union to avoid adverse actions affecting AFMC depot civilian employees that are displaced by the Hazardous Material Support Prime Vendor Program. This may include, but is not limited to, cross training, retraining, placement on available vacancies, and may include use of temporary fills for available vacancies. This contingency plan shall be provided to the Union prior to implementation of the Hazardous Material Support Prime Vendor Program. Personnel will not be subject to losing their employment or being downgraded solely as the direct result of deploying the Hazardous Material Support Prime Vendor Program. Prior to deployment of any HMSPVP contract coverage to Air Force depot maintenance shops, AFMC will also ensure that any impacted Air Force depot civilian personnel will not be subject to losing their employment or being downgraded solely as the direct result of contract award. The Parties agree that additional Air Force program oversight positions may be authorized by the HMSPVP program to monitor and verify contractor hazardous material delivery performance at the three Air Logistics Centers.
  
4. The Parties agree that a representative designated by the Union will continue to be a constituent member of the Hazardous Material Support Prime Vendor IPT. As such, the Union will be a full participant in any follow-on program evaluation and review process, and in formulating recommendations for follow-on actions related to the Hazardous Material Support

Prime Vendor Program. HQ AFMC/LG will provide the Union with informational copies of all releasable formal written correspondence between HQ AFMC/LG and the Air Logistics Centers (ALCs) relative to the Hazardous Material Support Prime Vendor Program.

5. The Parties agree that HQ AFMC/LG status reports or briefings outlining HMSPVP expansion and deployment program status will be provided to the Union throughout the life of the Hazardous Material Support Prime Vendor contract.

6. The Parties agree that contractor personnel will wear distinctive badges or shirts for identification and ease of recognition purposes at each ALC for the duration of the Hazardous Material Support Prime Vendor contract (covering all contract options) at OC-ALC, OO-ALC, and WR-ALC.

7. No rights of bargaining unit employees, the Union, or Management are waived by this Agreement.

John D. Anderson 2-19-04  
For the Employer Date

Scott Blawie 27 Feb 04  
For the Union Date

Raymond Fuch 27 Feb 04  
For the Employer Date

Fred Curwin 27 Feb. 2004  
For the Union Date