

24 November 1999

**MEMORANDUM OF AGREEMENT (MOA)  
CONCERNING**

***INDUSTRIAL PRIME VENDOR (IPV) TEST EXPANSION***

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 test period for the subject IPV Test Expansion program shall not exceed a two-year period beginning with the contract award date effected by the Defense Industrial Supply Center (DISC), Philadelphia, PA. No options shall be exercised under the contract awarded by DISC until all bargaining obligations with the Union have been satisfied.

3. Criteria, which determine the success or failure of this test, shall be clearly defined and provided to the Union prior to test initiation. The Union will be provided the complete metrics for tracking contractor performance used by management, as well as the results of the application of the metrics with necessary supporting data. The results of contract performance as measured against the metrics shall be provided to the Union on a quarterly basis during the test period. It is understood that these quarterly reports will commence based on DISC IPV test shop contract performance metric provisions/schedules. Other data to be provided shall include, but is not limited to:

- The Defense Logistics Agency (DLA) DORRA "As-Is" cost study of current bench stock operations at OC-ALC, WR-ALC, and OO-ALC, and the final joint DLA/HQ AFMC updated "As-Is" Depot Bench Stock Independent Cost Assessment upon completion.

- Copy of the DISC IPV contract after award and any/all subsequent modifications until test program completion. Based on the fact that the Union could not be provided the DISC IPV contract and any/all modifications prior to negotiation of this MOA, any matter(s) set forth in those documents that in any way conveys substantive impact to bargaining unit employee's conditions of employment, and are not expressly contained in this MOA, will be subject to further negotiation.

- HQ AFMC/LG status reports or briefings outlining current IPV test program status as required over the test period.

- Cost to interface the IPV contractor's electronic system with Air Force depot financial systems.

- Written notification of any contractor personnel increase requests and management disposition action on such requests.
- Written notification of award fee actions taken by DISC during the 24 month contract period of performance as they occur, and notification of award fee amounts.
- Identification of any assistance or aid provided to the DISC IPV contractor by non-bargaining unit personnel, which exceeds the scope and intent of the IPV contract. This identification shall include as a minimum, the type of assistance rendered, the time spent in rendering the assistance, identification of any material provided, the cost of the assistance (including indirect costs), and the reason the assistance was provided.

4. HQ AFMC/LG shall provide the Union with informational copies of all written correspondence between HQ AFMC/LG and HQ DLA/DISC relative to the IPV test expansion (Exempt from disclosure is any correspondence consisting of; source selection sensitive data, privileged confidential contractor financial information or trade secrets, law enforcement records, or data involving the privacy of individuals). A representative designated by the Union will continue to be a constituent member of the AFMC/ALC Prime Vendor IPT. As such, the Union will be a full participant in the IPV test evaluation and review process, and in formulating recommendations for follow-on actions related to the IPV Program.

5. It is understood that if contractor performance does not meet the predetermined contract metrics in each depot weapon system/commodity shop, the employer will so advise the union when delay or termination of additional weapon system/commodity depot shop phase-ins are requested by WR-ALC, OO-ALC, and OC-ALC maintenance customers.

6. It is understood and agreed that no expansion of the IPV test will occur, and no new Prime Vendor initiative(s) will be implemented, until all associated bargaining obligations have been satisfied.

7. In accordance with governing law, rule, and regulation, bargaining unit personnel will not assist contractor personnel beyond what is specified by the IPV contract, nor be used in any capacity that will jeopardize the integrity of the data relative to contractor performance during the IPV test period. Bargaining unit employees in affected test shops will receive an annual briefing regarding this prohibition, a record of which will be maintained in the employees 971 folder. This record will contain a synopsis of the material briefed. Contractor personnel will wear distinctive apparel for identification and ease of recognition purposes at each ALC during the test period.

8. Displaced employees who cannot be utilized within the scope of their official position may be detailed in accordance with Article 20 of the MLA or temporarily promoted per Article 13 of the MLA. Should the displaced employees be loaned, the procedures set forth in Article 21 of the MLA shall be used. Consistent with governing law and regulation management shall continue to take all necessary action to attempt to accommodate bargaining unit personnel that otherwise

might have been provided light duty assignments to tasks now overtaken by IPV implementation. The Union will be provided quarterly information, describing the number of bargaining unit employees requesting/requiring accommodation in the form of permanent light duty, at each affected Center, and the number that are denied. This data will also be provided for the immediate twelve-month period prior to IPV test implementation.

9. A contingency plan shall be established by Management, which avoids adverse actions affecting employees displaced by the IPV test. This will include, but is not limited to, cross training, retraining, placement on available vacancies, and will include use of temporary fills for available vacancies during the IPV test period. This contingency plan will be provided to the Union prior to implementation of the IPV test expansion. For the duration of the two year IPV test period, no bargaining unit personnel will be subject to losing their employment or being downgraded solely as the direct result of the IPV test.

10. It is the parties' intent that IPV Test Expansion will not result in degradation of current bench stock parts availability for support of depot maintenance production at WR-ALC, OC-ALC, and OO-ALC, including both the Depot Repair Enhancement Program (DREP) and Aircraft Repair Enhancement Program (AREP).

11. Once a quarter beginning with contract award date, the AFGE Local at each of the ALCs shall be allowed to designate a Center representative using official time to survey the work force located in the designated IPV depot test shops and compile data concerning the positive/negative or unchanged impact the IPV test expansion program has had on the availability of parts. The quarterly survey including data compilation and summary action shall not be disruptive to depot shop work processes and shall not exceed 80 duty hours at each ALC.

12. The parties agree that Air Force personnel assistance or aid provided to the contractor will be defined as that level of aid or assistance necessary to execute DISC IPV contractual provisions and statement of work (SOW) requirements. It is further understood that the IPV contractor is solely responsible for meeting all specified contractual metric parts delivery and cost control/reduction requirements.

John D. Anderson 1 Dec 99  
For the Employer Date

Richard Benz Jr. 1 Dec 99  
For the Union Date

Paul W. Hupp 24 Nov 99  
For the Employer Date

Walter A. Sgus 30 Nov 99  
For the Union Date