

**MEMORANDUM OF AGREEMENT
GROUND RULES FOR LOCAL NEGOTIATIONS
BETWEEN
DLA ACTIVITIES AT THE HDI FEDERAL CENTER, BATTLE CREEK, MI
AND
AFGE LOCAL 1626
Articles 5 and 38 of the Master Labor Agreement (MLA)**

1. Representatives of the (AFGE Local 1626), hereinafter referred to as the "Union," and representatives of DLA Activities located at the Battle Creek, MI, HDI Federal Center, hereinafter referred to as the "Agency" and jointly referred to as the "Parties."
2. The Parties agree that these ground rules shall govern the conduct of all local negotiations, in accordance with Articles 5 and 38 of the 2022 Master Labor Agreement (MLA), between the Union and Agency located at the Battle Creek, MI, HDI Federal Center during the term of the MLA.
3. The Agency can determine the amount of people on their negotiating team. The Local Union President can determine the total number of members on the Union's negotiating team.
4. Members of the Negotiating Teams, who are employees of the Agency, will be on official time during negotiation sessions, IAW Article 38, Section B. The employer will grant official time to the Union bargaining team members for the time spent in face-to-face negotiations. If face-to-face negotiations are not feasible, then the Parties will meet virtually.
5. The Union will bear all travel and per diem costs (to include rental vehicle(s)) for their negotiating team members as well as travel and per diem costs (to include rental vehicle(s)) for any third-party proceedings.
6. The Parties will exchange a list of full names, titles, e-mail addresses, and telephone numbers of their respective team members no later than 5 workdays prior to the date set for the commencement of negotiations. This list will include alternates to the team in case of emergencies. Although the parties may replace team members as necessary, both parties agree stability of the negotiating teams is important for effective negotiations. If a party must make a change to their initial list of team members, then that party must notify the other party in writing as soon as practicable. Such notification will include the full name, title, work address, e-mail address, and telephone number of the new team member. Each team is entitled to observers, if the number of observers added exceeds the number of people for official time, they will need to take leave.
7. Upon receipt of a proposed change, the President of AFGE Local 1626, or his/her designee, may, within 10 calendar days submit a demand to bargain. The demand to bargain will include the Union's proposals. Failure to submit the demand to bargain and proposals within the 10-calendar day time period constitutes a waiver, and the Agency may implement the change anytime thereafter. If the demand to bargain and negotiable

proposals are not submitted within the allotted timeframe, then the Agency will proceed with the proposed change. Formal negotiations will commence on a mutually agreeable date no later than twenty (20) calendar days after the parties' submittal of proposal identified for formal negotiations.

8. Negotiations will be scheduled for three days each week, on Tuesday, Wednesday and Thursday, not to exceed eight (8) hours a day between the hours of 8:00 a.m. and 6:00 p.m. except as modified by mutual agreement between the Parties. Short breaks and recesses during the negotiations will be by mutual consent. Lunch periods will be one hour. Negotiations will not be held on Federal holidays. The Parties are expected to be punctual and remain at the table throughout bargaining. Negotiation sessions will be two weeks on, one week off, unless a change is mutually agreed to by the Parties.
9. The negotiations will be held in an agency provided local location, which will include caucus rooms. Space for negotiations will be at a neutral location, agreed upon by both the agency and the union. The Agency will not pay for offsite meeting space for negotiations. The parties encourage the use of electronic communications methods (e.g., video teleconferences, telephone conferences, office communicator) where appropriate and practicable for these negotiations and for pre-negotiations.
10. Either party may call caucuses. However, caucuses will be held to the shortest time necessary. If a caucus is likely to exceed 30 minutes, then the party calling the caucus will notify the other party of the situation and discuss whether there will be an extended caucus, recess, or other arrangement the caucusing party requests so that time is not wasted. The caucusing party will make every reasonable effort to avoid delaying the negotiations unnecessarily. The party calling the caucus will remain at the negotiating table and caucus in the negotiation room. Extended caucus periods will not alter or extend the period allotted to complete negotiations.
11. The Parties will initial and date agreed-upon MOAs as they are completed. After initialing or signing the MOA, it will not be subject to further discussion unless there is mutual agreement to reopen the agreed-upon MOA.
12. There will be no official transcripts of the negotiations. Each party may take and maintain their own notes. No recording devices are permitted in the negotiations.
13. It is the intent of the Parties to hold any individual article, and/or sections of articles on which agreement cannot be reached until all negotiable items on which agreement can be reached are disposed of. At that time, the Parties will make a diligent effort to resolve all outstanding articles and/or sections. If the diligent effort does not result in agreement, the services of the Federal Mediation and Conciliation Service will be requested by either or both parties. If the services of the Federal Mediation and Conciliation Service do not resolve the impasse, either party may request the Federal Services Impasses Panel (FSIP) to settle the dispute in accordance with 5 U.S.C. 7119.
14. Once negotiations have commenced, any changes to these procedures may be made only by mutual consent of the Chief Negotiators. Any new or modified terms agreed to will

be reduced to writing and signed and dated by the Chief Negotiators.

15. Upon completion of negotiations the Agency will prepare the local agreements in final draft and provide to the AFGE Local 1626. The AFGE Local will have 10 workdays to ratify the agreement. AFGE Local 1626 will encourage ratification in its meeting with the AFGE Local members. If the union fails to ratify the agreement the Chief Negotiators will mutually agree when to resume negotiations. Any individual agreement not ratified will be subject to renegotiation.
16. Following ratification by AFGE Local 1626 and signature by the "Union" and the "Agency" in accordance with Article 38, section 5 A, all local agreements will be forwarded to HQ DLA and Council 169 for review. The national parties have 30 days to identify provisions which are in conflict with this Master Agreement, statute or government-wide regulation. If HQ DLA or Council-169 disapproves any portion of the agreement, the remaining portions will go into effect. The parties will begin negotiations within 15 days of receipt of the HQ DLA or Council-169 allegations of no negotiability regarding the provisions found to be nonnegotiable. Once agreement has been reached on those provisions, and approved by HQ DLA and Council-169, they will be included in the parties agreement.
17. In the event FSIP asserts jurisdiction over any of the Local Agreements at impasse, any decisions rendered will be forwarded to HQ DLA and Council 169 for review and will be made effective either after approval or after 30 days has elapsed.
18. This Memorandum of Agreement becomes effective upon DLA HQ and Council 169 review or after 30 days from the signing of the agreement and expires when the MLA expires.

For the Union:



Robin L. Nichols, President
American Federation of Government Employees
AFGE Local 1626

Date: 03/24/2023

For Agency:

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Date: 2023.03.21 14:02:38 -04'00'

Andre Toussaint, COL. USA
DLA, Disposition Services-Battle Creek MI
HDI Federal Center

Date: _____

