

## **MEMORANDUM OF AGREEMENT**

### **GROUND RULES FOR LOCAL NEGOTIATIONS**

#### **BETWEEN**

**DLA Headquarters and DLA Energy covered by AFGE**

**AND**

**American Federation of Government Employees (AFGE) Local 2449**


1. Representatives of the AFGE Local 2449, hereinafter referred to as the “Union,” and representatives of DLA Headquarters, DLA Energy, to include DLA Energy employees located at Houston, TX, hereinafter referred to as the Employer, 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 Master Labor Agreement (MLA) dated September 2022, between the Union and the Employer during the term of the MLA.
3. Each party shall be responsible for appointing their respective team members. The Employer will determine the number of members of its negotiating team, the Union will be entitled to an equal number. The number of AFGE Local 2449 negotiating members will not exceed the number of Employer negotiating team members.
4. Union members of the Negotiating Teams, who are employees of DLA, will be on official time during negotiation sessions in accordance with (IAW) Article 38, Section B. The Employer will grant official time to the Union Bargaining Team Members for the time spent face-to-face and/or virtual negotiations. Union team members are responsible for providing their supervisor a schedule of bargaining activity (including preparation time) at least two weeks in advance of any bargaining activity. The Union will bear all travel and per diem costs (to include rental vehicle(s)) for their negotiating team members for any third-party proceedings.
5. The parties will exchange a list of full names, titles, e-mail addresses, and telephone numbers of their respective team members no later than **five (5)** workdays prior to the date set for the commencement of negotiations. 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.
6. Upon receipt of a proposed change, the AFGE Local 2449 President, or his/her designee, may, within **10 workdays** submit a demand to bargain. The demand to bargain

will include the Union's proposals. Within 10 workdays of receiving the Union's proposals, the parties will confer as necessary to achieve an agreement. This will be accomplished, primarily, via telephone, written communication, and/or virtual communication. If at the end of the 10 workdays, the parties may meet face to face or thru electronic means (e.g., Teams, Zoom, etc.) to resolve any outstanding proposals. Failure to submit the demand to bargain and proposals within the 10-workday timeframe constitutes a waiver and the Employer may implement the change anytime thereafter. Unless otherwise agreed to, the parties will negotiate as long or as frequently as necessary.

7. 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 8:30 a.m. and 5:30 p.m.** except as modified by mutual agreement between the Parties. Absent agreement, negotiations will commence within 10 workdays following the date the Agency received the Union's proposals.
8. 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. The Parties will continue to meet until an agreement or impasse is reached.
9. The negotiations will be held in an Employer provided local location, which will include caucus rooms. The parties will negotiate at DLA Headquarters or other no-cost space determined and provided by the Employer. The Parties encourage the use of electronic communications methods (e.g., video teleconferences, telephone conferences, office communicator) where appropriate and practicable for negotiations and for pre-negotiations. If virtual negotiations are not feasible, the parties will meet face-to-face.
10. Either party may call caucuses. However, caucuses will be held to the shortest time necessary. If a caucus is likely to exceed 15 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 leave the negotiating table and caucus in the designated room. Extended caucus periods will not alter or extend the period allotted to complete negotiations. Official time will not be granted for Union caucuses that exceed one (1) hour. During virtual negotiations, the Party calling a caucus will establish a separate meeting space to caucus while the other Party remains at the negotiation meeting, unless mutually agreed upon on another option.
11. 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. 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.
14. 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. All MOAs/MOUs will have an expiration date.
15. Once the Local Agreement is executed, the DLA Agency Head Review (AHR) will have 30 calendar days to complete its review pursuant to 5 U.S.C § 7114(c). If the DLA AHR fails to approve, disapprove, or return the agreement for modification within 30 days, the new ground rules will take effect and be binding on the Parties. If AHR timely disapproves only parts of the agreement due to issues of negotiability, failure to meet statutory/regulatory requirements, inconsistency with a government wide rule or regulation, the Chief Negotiators will promptly meet or discuss arrangement for resumption of negotiations.
16. This Memorandum of Agreement becomes effective upon execution and expires when the MLA expires.

For the Union:

  
Tonie A. Edwards

Chief Negotiator  
Tonie Edwards

Date: \_\_\_\_\_

Jan 3, 2024

For the Agency:

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Date: 2024.01.03  
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Chief Negotiator, DLA  
W. Eric Smith

Date: \_\_\_\_\_