

**MEMORANDUM OF AGREEMENT  
GROUND RULES FOR LOCAL NEGOTIATIONS  
BETWEEN  
DLA Distribution  
AND  
American Federation of Government Employees (AFGE), Council 169  
Articles 5 and 38 of the Master Labor Agreement (MLA)**

1. Representatives of AFGE Council 169 hereinafter referred to as the “Union,” and representatives of DLA Distribution, 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), between the Union and DLA Distribution Depots (collectively) including: San Diego, CA; Norfolk, VA; Jacksonville, FL; Tobyhanna, PA; Barstow, CA; Albany, GA; Anniston, AL; Corpus Christi, TX. during the term of the MLA.
3. The Employer will determine the amount of people on their team. The Union will determine the amount of people on their team.
4. Members of the Negotiating Teams, who are employees of DLA, will be on official time during negotiation sessions. Official time will be authorized for the time spent in face-to-face, or virtual, negotiations for a reasonable number of Union bargaining team members who would otherwise have been in a duty status.
5. IAW Article 38, Section 2.B. For purposes of Article 38 Section 2.A.10, the Employer will grant official time for six DLA employees who would otherwise have been in a duty status and pay travel and per diem for those representatives.
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 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.
7. Upon receipt of a proposed change, the Chief Negotiator for AFGE Council 169, or his/her designee, may, within 10 calendar days submit a demand to bargain. The demand to bargain will include the Union’s proposals. This 10 calendar day time period may be extended upon mutual agreement of the Parties. Absent a mutual agreement to extend the 10 calendar day time period, the Union’s failure to submit the demand to bargain and proposals within the 10 calendar day time period constitutes a waiver, and the Employer may implement the change anytime thereafter. If the demand to bargain and negotiable proposals are not submitted within the allotted timeframe, then the Employer will proceed with the proposed change.

8. Negotiations will be scheduled for three days (Tuesday to Thursday) the initial week, not to exceed seven (7) hours a day between the hours of 0900-1600 EST, except as modified by mutual agreement between the Parties. The exact days and times for negotiations will be identified by the Employer no later than Friday of the week prior. 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. Virtual negotiation sessions will be a minimum of one day every two weeks after the initial week unless a change is mutually agreed to by the parties. Meetings could return to a traditional face to face platform by mutual consent of the parties at any time.
9. The negotiations will be held in an Agency provided local location, which will include caucus rooms. 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 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.
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. Agreements will be reduced to writing (i.e. , MOA, MOU). When an agreement is reached, it will be typed in final form and executed (signed and dated) by both Parties within seven (7) days. All MOAs/MOUs will have an expiration date. The Union has thirty (30) days from date of execution to obtain Union membership's vote for ratification. The Union will notify the Agency within three (3) days of the results of the ratification vote. If the Agreement is not ratified, the Union shall provide the specific portion(s) of the Agreement it seeks to reopen along with the new proposal(s) for negotiations no later than seven (7) days from its notification date to the Agency. Failure to provide the Agency by the deadline of the specific portion(s) and proposal(s) it seeks to bargain constitutes a waiver of the right to bargain. Upon Union ratification, the Agency will submit to DLA HQ for review and approval.
14. 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.

15. 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.
16. In accordance with Article 38, Section 5A, upon completion of negotiations the Agency will prepare the local agreements in final draft and 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. If either HQ DLA or Council 169 determines that agreement language deletes, changes, nullifies or conflicts with any provision, policy or procedure in the MLA, such language will be remanded to the local parties for renegotiation, unless the other party submits the matter for binding arbitration within the time limits specified in Article 37. If either HQ DLA or Council 169 determines that local agreement language is non-negotiable, such language will be remanded to the local Parties for renegotiations, unless the other Party submits the matter to the FLRA for resolution. The Parties will begin re-negotiations within 15 days of receipt of the HQ DLA or Council-169 disapproval. 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:

For the Agency:

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