

MEMORANDUM OF AGREEMENT

GROUND RULES FOR MASTER LABOR AGREEMENT NEGOTIATIONS

The Defense Logistics Agency (hereinafter referred to as DLA or Employer) and the American Federation of Government Employees Council 169 (hereinafter referred to as the Council or Union) hereby agree to the following concerning renegotiation of the Master Labor Agreement (MLA):

1. The negotiating team for each party will not exceed a total of nine (9) members, including the Chief Negotiator. Each party may have one other attendee to serve as a technical expert. Technical experts will not speak for the parties. No other attendees will be allowed without the mutual consent of the Chief Negotiators. The Chief Negotiators will act as the spokesperson for their team in negotiating all aspects of the agreement. The parties will designate alternate Chief Negotiators who will assume the role of Spokesperson in the absence of the Chief Negotiator due to illness, injury or unavailability.
2. The parties will exchange a list of the full names, titles, work addresses and telephone numbers of their respective team members NLT 30 September 2006. The list will indicate who is to be the Chief Negotiator for each team and who have been designated as alternates to negotiate in the absence of the Chief Negotiator. Although the parties may replace team members as may be necessary, both agree stability of the negotiating teams is important to effective negotiations.
3. The parties will exchange their respective statement of interests along with the articles affected in the MLA or new articles needed to address those interests NLT 15 November 2006. These interests/changes of Articles or new Articles will constitute the complete set of articles to be negotiated into a new MLA. Parties desiring to retain articles in the current MLA without revision must indicate which ones are to be retained without modification. No other statements of interest will be permitted after that date without the mutual consent of both Chief Negotiators. The parties will exchange an electronic version in MS Word format via e-mail.
4. To reduce costs, negotiations will be held in the Fort Belvoir, VA area in no cost facilities. If the agency has no space available, locations in the nearby area identified by the Protocol Office will be used.
5. The parties recognize that it is inappropriate to renegotiate supplemental agreements to the Master Labor Agreement while the negotiations are underway; therefore, field activities and local AFGE representatives are not permitted to engage in negotiations of supplemental labor agreements. After the Master Labor Agreement has been renegotiated and in effect, the parties will be bound by its new terms.
6. In the event the Employer makes changes to working conditions that affect a local whose President or designee is at the table as a member of the Union negotiating team, that local may request and will be granted a one week extension of applicable time limits in Article 5 Section 2.



7. Negotiations will commence on Tuesday, 28 November 2006 . Negotiations will continue weekdays through Thursday, 7 December 2006. Negotiations will take place from 9AM to 5:30 PM daily. One hour will be allotted for a meal period. If no agreement is reached, a second negotiating session will begin on Tuesday 23 January 2007 and end not later than 1 February 2007. The parties will strive to complete the negotiations during the periods identified above. If no complete agreement is reached following this meeting, subsequent negotiation sessions will be mutually agreed to by the parties. However, it is expected that two-week periods of time will be preferred to minimize excessive travel costs associated with the negotiations.
8. The employer will provide 8 hours of official time for each local for the purpose of preparation for the MLA negotiations. This official time may be used by one official or divided among several union representatives. The employer shall provide up to one work week of official time for the DLA employees on the Council's team to meet in the St Louis, MO. area for the purpose of preparation of Union statements of interest/revisions of Articles or new Articles for the MLA. The Agency will pay travel/per diem for up to nine members of the Council 169 Executive Board, one of whom may be an individual who is not a DLA employee. Travel advances are not authorized for non-DLA employees.
9. Union team members who are DLA employees will be on official time for negotiations during the time the employee otherwise would be in a duty status. The Agency will pay travel/per diem for up to nine members of the Council Executive Board, one of whom may be an individual who is not a DLA employee. Travel advances are not authorized for non-DLA employees.
10. Chief Negotiators will speak for their respective teams and extend common courtesy to each other by having only one person speak at a time. Team members may speak when recognized by their respective Chief Negotiator.
11. Either party may call a caucus at any time with the consent of the other. However, the caucusing party will make every effort to avoid unnecessarily delaying the negotiations. Caucuses will normally last no more than an hour. A caucus will not be the first order of business at any negotiation session, unless it is mutually agreed to by the Chief Negotiators. When either party elects to caucus, the Employer will withdraw from the room to ensure privacy to the Council.
12. The parties may mutually agree to call a recess at any time. Normally, recesses exceed one hour but will not extend beyond the end of the day in which the recess is called. The time for resuming negotiations will be mutually agreed upon by the Chief Negotiators.
13. Recording devices will not be used, nor will verbatim transcripts or minutes of the proceedings of any session be made. However, each party may make its own notes.
14. The parties agree that they will attempt to make the language in the new agreement as clear, simple and understandable as possible. This agreement will represent the best effort of both parties. The parties will attempt to draft the agreement so that all unit employees will understand and recognize the responsibilities of the Union, the Employer and the Employees.

15. The Chief Negotiators will initial and date agreed-upon articles or sections as they are completed. After initialing the article or section, it will not be subject to further discussion unless there is a mutual agreement to reconsider or revise the agreed upon article or section.
16. It is the intent of the parties to hold Articles and/or sections 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 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 Service Impasses Panel to settle the impasse in accordance with 5 USC 7119.
17. If either party alleges that it is not obligated to bargain on a particular matter, the parties will first discuss whether or not the parties may likely reach agreement otherwise. If so and if possible, the parties will explore alternative language which will achieve the purpose of the proposal and will not render the phrasing outside the scope of bargaining. Should agreement not be likely in either case, each party will decide what recourse it may take.
18. Once the negotiations have officially started, any changes to these procedures may be made only by mutual consent of the Chief Negotiators. Any new terms agreed to will be reduced to writing, signed and dated by the Chief Negotiators. Any modified terms of this agreement may be made by pen and ink change, initialed and dated by the Chief Negotiators.
19. Upon completion of a Master Labor Agreement that is fully acceptable to both parties, the Employer will prepare the agreement in final draft for review and proofreading. The parties will have 15 calendar days to review for errors. Upon receipt of the final draft, the Council will submit the agreement for ratification. Language imposed pursuant to FSIP orders will not be subject to ratification. The agreement will be considered ratified upon notification of the Employer by the Council, or lacking such notification, 37 calendar days following receipt of the corrections to the final draft. In the event the agreement is not ratified, the parties will reconvene within 15 days to commence negotiations. Negotiations will not be limited to issues identified in the ratification process. Upon completion of these negotiations, the parties will sign the agreement. The Employer will then forward the agreement to the Defense Civilian Personnel Management Service, Field Advisory Services (FAS) Division for agency-head review. The agreement will become contractually binding when approved by FAS or within thirty days after the execution of the agreement, whichever occurs first.
20. In the event FAS disapproves the agreement, the parties will resume negotiations on those provisions identified by FAS as nonnegotiable. No provisions of the agreement shall become effective until the disapproved provisions have been resolved. All items that are renegotiated shall be submitted to FAS for agency head review.
21. Should any disparity in wording be discovered between the printed copy of the MLA and the signed or initialed language agreed at the bargaining table, the signed or initialed language shall prevail. This provision does not limit the authority of the parties to mutually agree to revise the agreement should both parties agree to do so.

22. This memorandum of agreement becomes effective immediately upon signing.

For the Council:



Frank D. Rienti, Jr.
AFGE, Council 169

For DLA:



Jeffrey Neal
Director, Human Resources