

TAO
38123

**MEMORANDUM OF AGREEMENT
GROUND RULES FOR LOCAL NEGOTIATIONS
BETWEEN**

**Defense Logistics Agency (DLA) Oklahoma City, Oklahoma
AND**

**American Federation of Government Employees (AFGE) Local Union 916
Articles 5 and 38 of the Master Labor Agreement (MLA)**

1. Representatives of the AFGE Local 916 hereinafter referred to as the "Union," and representatives of DLA Oklahoma City, OK 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 Oklahoma City, OK during the term of the MLA.
3. The negotiating teams may be comprised of up to three (3) members. Both the Union and Employer will each determine the number of members on their own team not to exceed three members.
4. Union members of the Negotiating Teams, who are employees of DLA, will be on official time during negotiation sessions. Official time will be granted to Union bargaining team members for the time spent in face-to-face negotiations. In the event of a highly unusual circumstance such as a pandemic when face-to-face negotiations are not feasible, then the parties will meet virtually or telephonically.
5. The Union will bear all travel and per diem costs (to include rental vehicle(s)) for their negotiating team members locally. For any third-party proceedings not held locally, the Agency will pay the travel and per diem costs (to include rental vehicle(s)) of Union representatives from Tinker AFB.
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 three calendar days 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 President of Local 916, 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 daytime period constitutes a waiver and the Employer may implement the

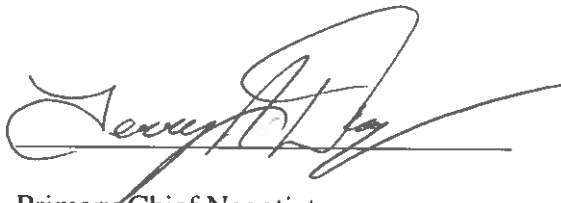
Union has thirty (30) days from date of execution to obtain Union membership's vote for ratification. The Union will notify the agency within three (3) days of the results of the ratification vote. If the agreement is not ratified, the Union shall provide the specific portions of the agreement it seeks to reopen along with the new proposals 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 portions and proposals it seeks to bargain constitutes a waiver of the right to bargain. Upon Union ratification, the Agency will submit to HQ DLA for review and approval.

14. The Agency will have thirty (30) days after execution to complete AHR pursuant to 5 U.S.C. 7114(c). Should the Agency Head timely disapprove any provision, the Union, within seven (7) days of being notified in writing of such disapproval, will provide notice to the Agency, and include their proposals of those provisions if it wishes to bargain over the disapproved provision(s). If the Union does not respond timely with proposals, the AHR language will be adopted on the eighth (8) day. Once the Union provides such notice, the Parties will return to the bargaining table as soon as possible, but no more than seven (7) days after receipt of the Union's notice. If the Union does not respond within the seven (7) day requirement to bargain, the AHR language will be adopted.

15. This Memorandum of Agreement becomes effective upon execution and expires when the MLA expires.

For the Union: Terry Day

For DLA: COL Robert P. Magee



Primary Chief Negotiator
AFGE Local 916



Primary Chief Negotiator
DLA, Tinker AFB, OK

Date: _____

3/21/2023

Date: _____

21 MAR 23