

**MEMORANDUM OF AGREEMENT  
GROUND RULES FOR LOCAL NEGOTIATIONS  
BETWEEN  
DLA SAN JOAQUIN  
AND**

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE) LOCAL 1546  
Articles 5 and 38 of the Master Labor Agreement (MLA)**

1. Representatives of the American Federation of Government Employees Local 1546 hereinafter referred to as the "Union," and representatives of DLA San Joaquin (DLA Distribution San Joaquin, Installation Management, Disposition Services, Document Services and J6 Information Operations) 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 the Agency located at DLA San Joaquin during the term of the MLA.
3. The negotiating teams may be comprised of up to five representatives to include one Chief Negotiator. Each team will be allowed to designate a note-taker who is not part of the negotiating team. The Chief Negotiators will act as the spokesperson for their team in negotiating all aspects of the agreement. Alternate members may be designated as necessary but will not alter these ground rules or any text agreed to prior to the substitution(s). An alternate Chief Negotiator, by either party, may be assigned based on the tenant representing a specific Article from their organization.
4. The Union will bear all travel and per diem costs (to include rental vehicles(s)) for their negotiation team members as well as travel and per diem costs (to include rental vehicles(s)) for any third-party proceedings.
5. 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. 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.
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 business days prior to the date set for the commencement of negotiations, per supplement agreement. 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 such a proposed change, the Union may, within 10 workdays, demand to bargain concerning the proposed changes. The Union will submit its proposals within 20 workdays of receipt of the proposed change. Within five (5) workdays of receiving the Union's proposals, the parties will confer as necessary to achieve an agreement. Either party may request an extension.
8. Negotiations will be scheduled for three days each week, on Tuesday, Wednesday, and Thursday, not to exceed eight (6) hours a day between the hours of 9:00 a.m. and 3:00 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. The Employer 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 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.
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. Each team will be allowed to designate a note taker who is not part of the negotiation team.
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 without delay. All MOAs/MOUs will have an expiration date. The Agency will then forward all local agreements to HQ DLA and Council 169 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 an 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. Upon completion of the Local Agreements that is fully acceptable to both parties, the Agency will prepare the Local Agreements in final draft for review and proofreading. The Parties will have 15 calendar days to review for errors and/or discrepancies. In the event that any of the Local Agreements that were at impasse become in the jurisdiction of the FSIP, upon their decision, the article(s) would then be submitted to Council 169 and DLA Headquarters for review in accordance with Article 38, Section 5 of the MLA.

For DLA San Joaquin

For the Union:

 Date: 12-9-22

DLA Distribution Commander

 Date: 12-12-22

President AFGE 1546