

**MEMORANDUM OF AGREEMENT
GROUND RULES FOR LOCAL NEGOTIATIONS
BETWEEN
DLA Philadelphia
AND
AFGE Local 62
Articles 5 and 38 of the Master Labor Agreement (MLA)**

1. Representatives of the American Federation of Government Employees (AFGE) Local 62, hereinafter referred to as the "Union," and representatives of DLA Philadelphia, 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 Philadelphia during the term of the MLA.
3. The negotiating teams may be comprised of at least three but no more than five members. The number of Union negotiating team members will not exceed the number of Employer negotiating team members.
4. 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. If face-to-face negotiations are not feasible, then the parties will meet virtually. In the event that negotiations are conducted virtually, official time will be granted.
5. The Union will bear all travel and per diem costs (to include rental vehicle(s)) for their negotiating team members as well as travel and per diem costs (to include rental vehicle(s)) for any third-party proceedings.
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 business 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 AFGE Local 62 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 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 each week, on Tuesday, Wednesday and Thursday, not to exceed six (6) hours per day between the hours of 9 a.m. and 3 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 30 minutes. 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 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.
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 without delay. All MOAs/MOUs will have an expiration date. The Employer will then forward all local agreements to HQ DLA and Council 169 for review and approval.
14. This Memorandum of Agreement becomes effective upon execution and expires when the MLA expires.

For the Union:



Chief Negotiator
AFGE Local 62

For DLA:

Chief Negotiator
DLA Troop Support/Philadelphia, PA

Date:

07/Dec/2022

Date: _____