

MEMORANDUM OF AGREEMENT
GROUND RULES FOR MASTER LABOR AGREEMENT NEGOTIATIONS 2010

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

1. The negotiating team for the Union will be comprised of (9) nine members. Council team members who are DLA employees will be in an official time status. Travel and per diem will be provided for nine Council team members-(to include 2 rental vehicles) for all aspects of negotiations up to and including impasse. 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. The parties agree to limit the number of people in the negotiating room to ten people each at any given time. Each party may have one other attendee to serve as a technical expert. All negotiations will be "Face to Face."

2. The Parties will exchange a list of the full names, titles, work addresses, e-mail addresses, and telephone numbers of their respective team members. 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 Employer will provide its interest/changes of Articles or new Articles, to the Council President not later than June 18, 2010. The Council will provide its interest/changes of Articles or new Articles to the Employer's Chief Negotiator not later than June 18, 2010. These dates may be modified by mutual consent of the Chief Negotiators. These interest/changes of Articles or new Articles will constitute the complete set of articles to be negotiated into a new MLA. No other initial proposals on a given subject area, (as opposed to counter-proposals) will be permitted after that date without the mutual consent of both Chief Negotiators. The parties will submit a paper copy of their proposals and will e-mail an electronic version formatted in MS Word.

4. The employer will provide official time for each local that meets with the Union's Executive Board, one travel day and one meeting day up to 16 hours, for the purpose of preparation of union proposals for the MLA. This official time may be used by one official or divided among several union representatives. The employer shall provide one week of official time for the DLA employees on the Council's team to meet in Phoenix, AZ for the purpose of preparation of Union interest/changes of Articles or new Articles for the MLA. The Employer will pay travel/per diem for nine members of the Council team (to include 2 rental vehicles) for travel from Sunday to Sunday.

5. The parties agree to meet for two weeks in the Washington DC Metro Area. Negotiations will commence on July 20, 2010. Duty hours will be 9:00AM – 5:00 PM, Tuesday through Friday-first week, Monday through Thursday, second week. One hour for lunch per day. If not finished the parties will break and reconvene (normally for two weeks) where and when by mutual agreement, but not later than one month. The Employer shall provide a properly equipped negotiating room and necessary equipment and supplies, to include but not limited to: Lap Top computers with printer, phones, photocopier, Fax machine and a separate room in which to caucus.

6. Both DLA and the Union mutually agree that renegotiation of a new MLA is of mutual benefit to the parties and completion of the agreement will be given high priority.

7. The parties recognize the need for each negotiating team to conduct caucuses to facilitate effective negotiations. Either party may call for caucuses at its discretion. However, caucuses will be held to the shortest time necessary. If caucuses are likely to exceed one hour, the Chief Negotiator of the party calling a caucus will notify the other Chief Negotiator of the situation and discuss whether there will be a caucus, a recess, or whatever other arrangements that would avoid wasted time. The caucusing party will make every reasonable effort to avoid unnecessarily delaying the negotiations.

8. 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 require.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Should any disparity in wording be discovered after the MLA is printed and the signed or initialed language agreed at the bargaining table, the signed or initialed language shall prevail.

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

For the Council:

For DLA:



Frank D. Rienti, Jr.
Chief Negotiator, Council 169



Brad Bunn
Chief Negotiator, DLA