

# MEMORANDUM OF AGREEMENT

BETWEEN

AFGE, COUNCIL 171 (UNION)

AND

DEFENSE FINANCE AND ACCOUNTING SERVICE (AGENCY)

## IN REGARD TO GROUND RULES FOR NEGOTIATING A COLLECTIVE BARGAINING AGREEMENT

### 1. PURPOSE

This agreement establishes procedures for negotiating a collective bargaining agreement (CBA) between the Union and the Agency, hereinafter referred to as the "parties."

### 2. NEGOTIATING TEAMS

- a) Within five (5) calendar days of the approval of these ground rules, each party will designate not more than six (6) persons to serve as its negotiating team and notify the other party of that designation in writing or via e-mail.
- b) Replacements will be permitted, provided Chief Negotiators are informed of the replacement prior to the start of a negotiating session.
- c) One member of each team shall be designated as Chief Negotiator for that team. An alternate Chief Negotiator from the team may be designated in writing or via e-mail prior to any negotiating session.
- d) Chief Negotiators shall have full authority to negotiate all matters that are within the purview of Labor-Management Relations and subject to negotiation under applicable laws.

### 3. JOINT TRAINING

- a) The parties agree to utilize the principles of Interest-Based Bargaining (IBB) in negotiating the CBA.
- b) The Agency and the Union affirms that all representatives will be trained in Interest-Based Bargaining before entering the negotiation process.

- c) Within five (5) calendar days of the approval of these ground rules, the parties agree to jointly contact the Indianapolis Commissioner of the Federal Mediation and Conciliation Service (FMCS) and request joint IBB training for all negotiating team members.
- d) Subject to the availability of the FMCS, both parties agree to meet and receive IBB training within thirty (30) calendar days of the request to FMCS.
- e) The parties agree that the IBB training will be held at the Agency's Indianapolis site. If they are members of the bargaining unit, the Agency agrees to pay for the travel and per diem expenses, if any, of the members of the Union negotiating team to attend the training. The Joint Federal Travel Regulation (JFTR) will be used to calculate their travel and per diem entitlements.
- f) If the Indianapolis Commissioner of the FMCS is unavailable to provide IBB training within thirty (30) calendar days of the joint request for training, the Chief Negotiators for the parties will mutually agree to either delay negotiations up to forty-five (45) calendar days to allow for additional time to schedule the IBB training or proceed into negotiations without the joint IBB training.

**4. OFFICIAL TIME FOR WORKING GROUPS AND NEGOTIATING TEAM**

**Both parties acknowledge that working groups will be necessary. Chief negotiators will determine the issues, size of the group, deliverables and official time allocated for working groups and the negotiating team.**

**5. PROPOSALS (Presentation of interests will be discussed in Session 1 scheduled for 10/27 - 10/31)**

**6. BARGAINING SCHEDULE**

- a) The parties agree that DFAS-Indianapolis will serve as the primary negotiating site. Alternate negotiating sites may be identified, subject to the approval of the Chief Negotiators.
- b) The parties agree that negotiations shall begin within 90 days after agreement of the ground rules unless extended by mutual agreement of the Chief Negotiators.
- c) Negotiations will conclude each day upon mutual agreement of Chief Negotiators.
- d) The parties agree that negotiations will be held in two (2) week intervals with no more than two weeks between negotiation sessions until negotiations are completed unless mutually agreed upon by the Chief Negotiators.

## 7. BARGAINING EXPENSES AND FACILITIES

- a) For all negotiations sessions, the Agency will provide a private room large enough to accommodate the negotiating team members of the parties and a private caucus room for each party that is separate and apart from the main room in which the negotiations are being conducted.
- b) The parties agree to share travel and per diem expenses as indicated below:
  - **Bargaining Sessions 1 through 5:**  
Agency will pay travel and per diem for all members of the Union negotiating team, provided they are members of the bargaining unit.
  - **Bargaining sessions 6 and 7:**  
Agency will pay travel and per diem for five (5) members of the Union negotiating team, provided they are members of the bargaining unit.  
  
The union will pay travel and per diem for one (1) member of their negotiating team.
  - **Bargaining Sessions 8 and 9:**  
Agency will pay travel and per diem for four (4) members of the Union negotiating team, provided they are members of the bargaining unit.  
  
The union will pay travel and per diem for two (2) members of their negotiating team.
  - **Bargaining Sessions 10 and 11:**  
Agency will pay travel and per diem for three (3) members of the Union negotiating team, provided they are members of the bargaining unit.

The union will pay travel and per diem for three (3) members of their negotiating team.

- **Bargaining Sessions 12 and 13:**

Agency will pay travel and per diem for two (2) members of the Union negotiating team, provided they are members of the bargaining unit.

The union will pay travel and per diem for four (4) members of their negotiating team.

- **Bargaining Sessions 14 and 15:**

Agency will pay travel and per diem for one (1) members of the Union negotiating team, provided they are members of the bargaining unit.

The union will pay travel and per diem for five (5) members of their negotiating team.

- **Bargaining Sessions 16 and beyond:**

The union will pay travel and per diem for ALL members of their negotiating team.

- c) The Joint Federal Travel Regulation (JFTR) will be used to calculate their travel and per diem entitlements. The Union is solely responsible for the travel and per diem expenses, if any, of it's designated negotiating team members who are not members of the bargaining unit.

## 8. TRAVEL

- a) The Union negotiating team members, who are members of the bargaining unit, will provide their travel estimates to the designated Human Resources point of contact. Upon receipt, the HR POC will designate the line of accounting (LOA) information for travel orders. The parties agree to provide all required travel related information in a timely manner.
- b) The agency agrees to pay travel and per diem expenses of the Union negotiating team members that are DFAS bargaining unit employees, as indicated in Section 7 of this document.

## 9. BARGAINING PROCEDURES

- a) The parties agree that negotiations will begin at 9:00 a.m., which provides the parties with time prior to the start of the daily sessions to review the previous days activities and plan for the upcoming session. The parties will continue until the Chief Negotiators agree to break for the day.
- b) No negotiation session may begin without a Chief Negotiator and at least one negotiating team member from each side.

- c) Negotiation sessions will not be held on any Federal holiday or period of excused absence in conjunction with a holiday as authorized by the Agency Director.
- d) The Chief Negotiator of either party may cancel a daily session if adequate advance notice, usually at least 48 hours, is provided to the Chief Negotiator of the other party.
- e) A cancelled daily session is counted as a day within the scheduled two week period identified in 6d above.
- f) Except as provided above, the convening, reconvening, or adjournment of the daily negotiations session requires mutual agreement between the Chief Negotiators.
- g) No observers are permitted in the negotiating room at any time.
- h) If mutually agreed to by the Chief Negotiators, the parties may invite Subject Matter Experts (SMEs), on an as needed basis, to provide specialized knowledge and expertise to assist the negotiating teams and to facilitate the process.
- i) The Chief Negotiators are responsible for maintaining order within their negotiating teams.
- j) A team member may speak on the subject matter under discussion or state views or analysis of issues only when recognized by the team's Chief Negotiator or their designee.
- k) Members of the negotiating team may make whatever notes they deem necessary for their personal use or the use of their team; however, no electronic or other verbatim recording of the proceeding shall be permitted.
- l) Each party will take and maintain their own notes.
- m) Each article will be considered in numerical sequence or as agreed upon by the Chief Negotiators. Interests will be discussed until agreement is reached, they are withdrawn, or the parties mutually agree to table the proposal.

- n) After all of the articles have been considered, discussion of those articles on which agreement has not been reached will continue. Succeeding rounds of discussion will continue until there is agreement, withdrawal, or impasse declared on all proposals and articles.
- o) Agreed-upon articles or provisions will be initialed and dated by both Chief Negotiators and will not be reopened without their mutual consent.
- p) Either Chief Negotiator may call a caucus at any time. Both parties will adjourn to their respective caucus rooms during the caucus unless otherwise agreed.
- q) Party calling a caucus will advise the other party as to the estimated time required. If additional time is needed, the other party will be informed.
- r) At the conclusion of each negotiating session, the Chief Negotiators will confer to review the progress of the session, update the Master List of articles and coordinate any administrative matters and decide on the agenda for the next session.
- s) The terms of this agreement can be altered by mutual agreement of both Chief Negotiators.

## **10. NEGOTIABILITY**

- a) Negotiability appeals will be conducted in accordance with Part 2424 of the Federal Labor Relations Authority rules.
- b) If, as a result of the agency head review and Union ratification processes, any provisions in the newly-negotiated collective bargaining agreement are disapproved, the parties agree to resume negotiations over those disapproved provisions within fourteen (14) workdays of receipt of the disapproval. The disapproved provisions will not go into effect until the parties reach agreement on those provisions or the dispute is resolved via impasse procedures. All approved provisions will go into effect immediately.

## **11. IMPASSES**

- a) Each proposal must be revisited at least once prior to the declaration of impasse.
- b) Once impasse has been reached on all unresolved proposals, the parties will

utilize the impasse process provided for in 5 CFR 2470.

## 12. AGREEMENT

Upon completion of negotiations, each party will allow- ten (10) working days for final preparation of the agreement and review. This period may be extended by mutual agreement of the Chief Negotiators. Upon completion of this review, the Chief Negotiators will reconvene to approve any corrections and to sign the agreement.

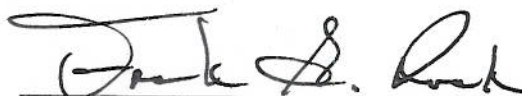
These ground rules shall be approved when signed and dated by the designated representatives of both parties.



Agency Representative

10/30/08

Date



Union Representative

10/30/08

Date