

GROUND RULES FOR NEGOTIATIONS  
BETWEEN  
[THE AGENCY]  
AND  
NATIONAL ASSOCIATION OF INDEPENDENT LABOR  
LOCAL XX

1. PARTIES: Representatives of the National Association of independent Labor, Local XX, hereinafter referred to as the “Union” and representatives of the AGENCY hereinafter referred to as the “Employer” and jointly referred to as the "Parties".
2. PURPOSE: The parties agree that these ground rules shall govern the conduct of negotiations.
3. MEETING PLACE: Negotiations will take place at the Employer facility, LOCATION/BUILDING/CITY AND STATE. Suitable space will be provided by the Employer.
4. DATES AND TIMES OF NEGOTIATIONS: Negotiations will begin Tuesday, \_\_\_\_\_, for a one week period. The parties will meet Tuesday thru Friday, from 9:00 a.m. 4:00 p.m., including a one (1) hour, non-paid lunch period, with the exception of Federal holidays. Future negotiations weeks, if needed, will be on each third monthly basis, beginning on the first Tuesday of the month.
5. NEGOTIATING TEAMS: The Employer will determine the number of members on its negotiating committee and so notify the Union at least twenty-one (21) calendar days before the scheduled start of negotiations. The Union will be entitled to an equal number of members on official time on its negotiating committee plus one national bargaining representative. Alternates may be used in the absence of any individual designed as a member of either negotiating committee. The parties will notify each other of their respective team members fourteen (14) calendar days before the schedule start of negotiations.
6. DUTY TIME: Employees of the Agency will be on official time. Eight (8) hours of official time will be authorized for each Union team member to prepare for these negotiations. Once negotiation sessions begin, Union team members will be authorized 40 hours a week of official time during the week of negotiation sessions until negotiations are complete. Union negotiations team members shall request official time through the Labor Officer, or designee, who will coordinate the release from duty on official time those union officials pursuant to these ground rules. Team members are entitled to the pay and benefits that they would have received were they not involved in negotiations.
7. RECORDS: Each party is responsible for keeping its own record of negotiation sessions. Joint records will be kept as necessary. It is agreed that recording devices shall not be allowed during these negotiations.

8. AGREEMENT: When both parties agree on the contents of a section/article during negotiations, the section/article will be initialed by the parties Chief Negotiator or designee. A section/article once agreed upon may be reopened by mutual agreement of both parties.

9. CAUCUS ROOM: The parties may take caucuses as needed to facilitate the negotiations process. The party requesting a caucus will be allowed to use the negotiation room in privacy for this purpose. Each party will give an estimate of the time needed for the caucus.

10. IMPASSE AND DISPUTES IN NEGOTIABILITY: When it has been determined that an agreement cannot be reached on any article, the item shall be laid aside. After disposition of all items on which agreement can be reached, the parties shall attempt to come to an agreement on any items not previously resolved. If after such efforts either party concludes that an impasse or negotiability dispute exists, the impasse or negotiability dispute shall be resolved per Statute, utilizing the Federal Labor Relations Authority (FLRA) or the Federal Mediation and Conciliation Service (FMCS)/ Federal Service Impasses Panel (FSIP) as appropriate.

#### 11. GENERAL PROVISIONS:

a. The Employer will provide the Union two (2) hardcopies of the unsigned typed agreement within ten (10) workdays of completion of negotiations for review prior to final signing. The parties will sign the agreement after it has been reviewed and, if necessary, corrected. The executed agreement will be immediately transmitted for Agency Head review. The agreement will become effective not later than 31 days later after execution by the parties. If disapproved by the Agency Head, the agreement will not become effective and will be returned to the parties for renegotiation/correction and or filing of a negotiability appeal.

b. It is understood that the initialed proposals are not effective until all articles have been resolved and initialed and the agreement in its entirety is signed by both parties and the agreement has been reviewed and approved per the Statute.

c. After Agency Head approval, the [YOUR INSTALLATION COMMANDER] and President of NAIL Local XX, will conduct a ceremonial signing of the Collective Bargaining Agreement (CBA). The Union will receive one original signed copy and the Employer will maintain another original copy.

12. EXCEPTIONS TO THESE GROUND RULES: Conditions and requirements established by these ground rules may be waived by mutual consent of the parties.

\_\_\_\_\_ Date

\_\_\_\_\_ For the Employer

\_\_\_\_\_ Date

\_\_\_\_\_ For the Union

