Article 4

Negotiations During the Term of the Agreement
on Management Initiated Changes

Section 1. General

A. The Administration will provide the Union reasonable advance notice prior to implementation of changes affecting conditions of employment subject to bargaining under 5 U.S.C. 71. The notice will include the nature and scope of the proposed change, the proposed implementation date, the date and time of the briefing if requested, components affected, any applicable Agency guides and manuals related to the change, and the name of the Agency contact person. Upon notice from the Administration, the designated Union representative will notify the designated Management representative of its desire to consult and/or negotiate on the change within the timeframe set ~~for the level of negotiations involved~~.

B. If the Union fails to request to bargain within the timeframe set ~~for the level of bargaining involved~~ the Agency may implement the changes.

C*.* Bargaining will begin as soon as possible, and not later than the timeframe set for the parties involved. Additionally, bargaining will not exceed the number of workdays designated ~~for each component level~~. All issues not resolved at that time may be referred to the Federal Service Impasses Panel for resolution under its rules.

D. The parties recognize that the timeframes set in this Agreement to initiate bargaining are based upon normal circumstances and may occasionally need to be shortened to meet compelling operational needs. The Administration agrees not to set artificial deadlines for implementing changes in order to circumvent the normal timeframes.

~~E. The parties agree to conduct their negotiations~~~~at four (4) levels, which are addressed in detail in this article.~~

**E** F. The parties agree to utilize telephone consultations/briefings ~~for all levels~~, when the parties are not co-located. Consultations/briefings, as referred to in this article, will only be required when there is a duty to bargain, in accordance with 5 U.S.C. 71. These briefings should include an explanation of the following:

1. A description of the change.

2. An explanation of how this change will be implemented.

3. An explanation of the purpose of the proposed change.

4. The proposed implementation date.

The parties agree that this should enable them to identify the major issues to be bargained and facilitate the negotiation process.

**F. Each party will bear its own cost for any travel and related expenses for negotiators throughout the bargaining process including any mediation and/or impasse proceedings.**

Section 2. **Level of Recognition** **(**National SSA Level**)** ~~(Level 1)~~

A. The parties agree that notice of proposed ~~Agency~~~~wide or 2 or more national components (national components are defined in Section 3, A)~~changes, will be dealt with by the parties at the National level. For notification ~~at the National level~~, the designated Management representative will provide timely electronic notice of management initiated change(s) to each member of the AFGE General Committee. The notice will be considered received on the first workday after the day of transmission of the e-mail.

B. The Union will request consultations and/or bargaining within seven (7) workdays after the date of receipt of the notice of change by submitting its request to a Management designated electronic mailbox.

C. When bargaining is requested, ~~official time~~ **taxpayer-funded union time** will be authorized for five (5) Union representatives, or a larger number if needed to achieve parity with the number of individuals designated as representing the Agency for such purposes. ~~Official time~~ **Taxpayer-funded union time** will be handled in accordance with Article 30 of the National Agreement.

D. Bargaining will begin no later than the first Tuesday following the thirty (30) calendar day period after the date of receipt of the notice of change.

E. Bargaining ~~at this level~~ will not exceed three (3) work days. The three (3) workday period includes preparation, actual bargaining, and mediation. Normally, travel will occur on Monday and on Friday. The parties may by mutual consent agree to use all or part of a travel day for bargaining. Such agreement does not constitute entitlement to an extra travel day. Normally bargaining will not occur during weeks that contain Federal Holidays.

~~F. The Administration will pay travel expenses and per diem for three (3) of the five (5) Union negotiators for the bargaining period identified in Section 2.E above. If for any reason, the negotiations are extended beyond the time frames outlined in this section, (i.e. by mutual agreement or a third party) the Agency will pay the travel costs for two (2) union negotiators up through and including Mediation and Impasse proceedings.~~

~~Should the Administration use more than five (5) negotiators, the Union shall be entitled to travel expenses and per diem for one (1) additional employee negotiator for each individual over five (5) used by management as a negotiator. Union negotiators for bargaining at this national SSA level may be drawn from any component.~~  ~~Payment of travel expenses and per diem will be governed by applicable law, rule and regulation.~~

~~Section 3. National Component Level (Level 2)~~

~~A. The parties agree that notice of proposed changes which affect only one national component nationwide (Field, Program Service Centers, Headquarters, Office of Disability Adjudication and Review, Office of Quality Performance, Wilkes Barre Data Operations Center) or multiple regions within a national component will be matters dealt with by the parties at the component level. The designated Management representative will provide the designated Union representative timely electronic notice of Management initiated change(s) to a Union-designated electronic mailbox. The notice will be considered received on the first workday after the day of transmission of the e-mail.~~

~~B. When bargaining is requested, official time will be authorized for two (2) union representatives or a larger number if needed to achieve parity. Official time will be handled in accordance with Article 30 of the National Agreement.~~

~~C. The Union will request consultations and/or negotiations within seven (7) workdays after the date of receipt of the notice of the change by submitting its request to a Management-designated electronic mailbox.~~

~~D. Bargaining will begin no later than the first Tuesday following the twenty-eight (28) calendar day period after the date of receipt of the notice of change.~~

~~E. Bargaining at this level will not exceed three~~~~(3) work days. The three (3) workday period includes preparation, actual bargaining, and mediation. Normally, travel will occur on Monday and on Friday. The parties may by mutual consent agree to use all or part of a travel day for bargaining. Such agreement does not constitute entitlement to an extra travel day. Normally bargaining will not occur during weeks that contain Federal Holidays.~~

~~F. The Administration will pay travel expenses and per diem for two (2) employee Union negotiators for the bargaining period identified in Section 3.E above, or for a larger number to provide parity with the number of negotiators used by management. Travel expenses and per diem are not authorized for negotiations conducted at the Wilkes Barre Data Operations Center. If for any reason, the negotiations are extended beyond the time frames outlined in this section (i.e. by mutual agreement or a third party) the Agency will pay the travel costs for two (2) union negotiators up through and including Mediation and Impasse proceedings.~~ ~~Payment of travel expenses and per diem will conform to applicable law, rule, and regulation.~~

~~Section 4. Regional/Program Service Centers/Office of Disability Adjudication and Review (Headquarters/Region) Changes (Level 3)~~

~~A. The parties agree that notice of proposed changes which affect only one Field Operations Region, Regional/Headquarters Office of Quality Performance~~*~~,~~* ~~Office of Disability Adjudication and Review Region, Program Service Center, Office of Disability Adjudication and Review (Headquarters), or multiple components in one region will be dealt with at that level.~~~~The designated Management representative will provide the designated Union representative with timely electronic notice of the Management initiated change(s) to a union-designated electronic mailbox. The notice will be considered received on the first workday after the day of transmission of the e-mail.~~

~~B. The Union will request consultations and/or negotiations within seven (7) workdays after the date of receipt of the notice of the change by submitting its request to a management designated electronic mailbox.~~

~~C. When bargaining is requested~~*~~,~~* ~~official time will be authorized for two (2) union representatives or a larger number if needed to achieve parity. If bargaining involves multiple components within a region, official time will be authorized for one union representative from each of the components affected by the change. Official time will be handled in accordance with Article 30 of the National Agreement.~~

~~D. Bargaining will begin no later than the first Tuesday following the twenty-eight (28) calendar day period after the date of receipt of the notice of change.~~

~~E. Bargaining at this level will not exceed three (3) working days. These timeframes include preparation, actual bargaining, and mediation. Normally, travel will occur on Monday and on Friday. The parties may by mutual consent agree to use all or part of a travel day for bargaining. Such agreement does not constitute entitlement to an extra travel day. Normally bargaining will not occur during weeks that contain Federal Holidays.~~

F. ~~The Administration will pay travel expenses and per diem for two (2) employee Union negotiators for the bargaining period identified in Section 4.E above or a larger number if needed to achieve parity for bargaining at the ODAR, ROQP and FO Regional level if the negotiators are drawn from within the region. If for any reason, the negotiations are extended beyond the time frames outlined in this article, (i.e. by mutual agreement or a third party) the Agency will pay the travel costs for two (2) union negotiators up through and including Mediation and Impasse proceedings.~~

~~Travel expenses and per diem are not authorized for negotiations at ODAR (Headquarters), or an individual PSC. Payment of travel expenses and per diem will be governed by applicable law, rule, and regulation.~~

~~Section 5. Installation Level: Field Offices, Teleservice Centers, Office of Disability Adjudication and Review Offices/Satellite, and OQP Satellite Offices (Level 4)~~

~~A.~~~~The designated Management representative will provide the Union designated representative with timely notice of the Management initiated change(s), normally to a Union-designated electronic mailbox. If e-mailed, the notice will be considered received on the first workday after the day of transmission of the e-mail.~~

~~B. In these installations, the Union will request consultations and/or bargaining within three (3) workdays after notice of change by submitting its request to a Management designated electronic mailbox. If consultation is requested, the consultation phase will begin within 3 workdays. As part of consultation, the Union may request a briefing. Either party may declare an end to consultation. If consultation is not requested, bargaining will begin no later than the first Tuesday following the ten (10) calendar days after the union’s receipt of the notice. If consultation is requested, the bargaining will begin no later than the second Tuesday following the week that consultation ends. Bargaining at this level will not exceed two (2) work days. This bargaining period includes preparation, actual bargaining and mediation. Normally travel will occur on Monday and on Thursday. The parties may by mutual consent agree to use all or part of a travel day for bargaining. Such agreement does not constitute entitlement to an extra travel day. Normally bargaining will not occur during weeks that contain Federal Holidays.~~

~~C. The Union will be entitled to up to two (2) negotiators (but not less than the number of management negotiators) designated by the appropriate Union official. Official time will be handled in accordance with Article 30 of the National Agreement.~~

D. ~~The Administration agrees to pay travel expenses and per diem for up to two (2) Union negotiators for the bargaining period identified in Section 5.B above if the Union negotiators are drawn from within the region and component involved, or for a larger number to provide parity with the number of management negotiators in travel status. If for any reason, the negotiations are extended beyond the time frames outlined in this article, (i.e. by mutual agreement or a third party) the Agency will pay the travel costs for two (2) union negotiators up through and including Mediation and Impasse proceedings. Payment of travel expenses and per diem will be governed by applicable law, rule, and regulation. Each party will bear its own costs for all consultation activities.~~

Section **3** ~~6~~

All timeframes under this article may be modified by mutual consent.

Article 4. Appendix A

Ground Rules--Management Initiated Changes

I. Purpose

The following ground rules apply to all midterm bargaining entered into as a result of Management-initiated changes and any corresponding obligation to bargain over such changes under 5 U.S.C. 71 of the statute. ~~These ground rules supplement the procedure set forth in this Agreement, and apply to all levels of bargaining as delegated in Article 4.~~ Absent mutual consent, no other ground rules will be negotiated ~~at any level~~.

II. Arrangements

A. Negotiations will be held in a suitable meeting room provided by the Employer at a site determined by the Employer.

B. For ~~National SSA and national component (other than Local 1923)~~ bargaining held at Headquarters, Baltimore, Maryland, the Employer will furnish the Union negotiating team a caucus room which is in close proximity to the negotiation room and which will provide privacy. ~~At other levels, adequate space (a private office, where available) which will ensure privacy will be provided.~~

~~The Employer will also provide the Union negotiating team with customary and routine services, i.e., office supplies, computer, telephone, tables and chairs, and access to photocopy equipment.~~

C. Unless otherwise agreed to, bargaining will begin at 9:00 a.m. and will end no later than 4:30 p.m.

D. Absent mutual consent, flextime for negotiators will be suspended for the duration of the negotiations to maximize meeting time available for bargaining.

E. Alternates may substitute for committee members. Such alternates will be entrusted with the right to speak for and to bind the members for whom they substitute.

III. Routine

A. Bargaining will be done using traditional methods.

B. During negotiations, the chief negotiator for each party will signify agreement on each section by initialing the agreed-upon section. The chief negotiator for each party will retain his/her copies and initial the other party's copy. This will not preclude the parties from reconsidering or revising any agreed-upon section by mutual consent.

C. It is agreed that either committee requesting a caucus will leave the negotiation room to caucus at a suitable site provided by the Employer. There is no limit on the number of caucuses which may be held, but each party will make every effort to restrict the number and length of caucuses.

D. The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and impassed items, will be processed in a manner consistent with 5 U.S.C. 71 and implementing regulations. This will not serve as a bar to the parties concluding by mutual consent a general agreement on those items which have been or remain to be negotiated.

IV. Maintenance of Records

A. Once an MOU is approved under Agency Head Review, a copy of the MOU will be posted on the OLMER website and on the AFGE website, if requested.

B. It is agreed that no official transcript will be made of the negotiation proceedings. However, each party may make and keep its own notes and records.

C. The negotiation proceedings will not be recorded by means of any tape/electric/electronic recording device.

V. Authority

Each party shall be represented at the negotiations at all times by one duly authorized chief negotiator/chief spokesperson who is prepared and authorized to discuss and negotiate on matters subject to negotiations and to sign off on agreements for their respective party.

VI. Reopening

A. Questions of Negotiability

1. If any proposal is claimed to be non-negotiable by either party and subsequently determined to be negotiable, or the declaring party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such request must be made within 60 calendar days. Nothing in this section will preclude the right of judicial appeal.

2. This procedure does not preclude the parties from revising any proposals to overcome questions of negotiability during the period of negotiations.

B. Any provisions disapproved by the Agency head review may be referred to the FLRA by the Union. Any provision held negotiable will be incorporated into the Agreement. The parties will commence negotiations within a reasonable period after receipt of an FLRA decision sustaining the Agency's determination of non-negotiability.

VII. All timeframes in these ground rules may be modified by mutual consent.