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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.~~

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 Spokesperson of AFGE General Committee or designee.~~ The notice will be considered received on the first workday after the day of transmission of the e-mail. **(Moved and revised from Section 2A)**

22

23 B. The union will request ~~consultations~~ **a briefing** and/or bargaining within seven (7)
24 workdays after the date of receipt of the notice of change by submitting its request to
25 a management designated electronic mailbox. **(Moved and revised from Section 2B)**

26

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

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

- 34 1. A description of the change.
- 35 2. An explanation of how this change will be implemented.
- 36 3. An explanation of the purpose of the proposed change.
- 37 4. The proposed implementation date.

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

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

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

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

50 **F.** Bargaining will begin no later than the first Tuesday following the ~~thirty (30)~~ **ten (10)**
51 calendar day period after the date of receipt of the notice of change. (Moved from
52 Section 2D)

53
54 **G.** Bargaining will not exceed ~~three (3)~~ **two (2)** work days. The ~~three (3)~~ **two (2)** work
55 day period includes preparation, actual bargaining, and mediation. Normally, travel
56 will occur on Monday and on Thursday. The parties may by mutual consent agree to
57 use all or part of a travel day for bargaining. Such agreement does not constitute
58 entitlement to an extra travel day. Normally bargaining will not occur during weeks
59 that contain Federal holidays. **(Moved and revised from Section 2E)**

60

61 **H.** When bargaining is requested, official time will be authorized for ~~five (5) union~~
62 ~~representatives, or a larger number if~~ **the designated official time users** needed to
63 achieve parity with the number of individuals designated as representing the agency
64 for such purposes. Official time will be handled in accordance with Article 30 of the
65 National Agreement. **(Moved and revised from Section 2C)**

66

67 **I. Management will determine the location of the bargaining.**

68

69 **J.** The ~~Administration~~ **agency** will pay travel and per diem for two (2) **designated**
70 **official time users** ~~union negotiators~~ for the bargaining period ~~identified in Section~~
71 ~~3.E above, or a larger number to provide parity with the number of negotiators used~~
72 ~~by management. Travel expenses and per diem are not authorized for negotiations~~
73 ~~conducted in the Wilkes Barre Data Operations Center.~~ If for any reason, the
74 negotiations are extended beyond the time frames outlined in this section, (i.e., by
75 mutual agreement or a third party) the agency will pay the travel costs for one (1)
76 union negotiator. Payment of travel expenses and per diem will be governed by
77 applicable law, rule, and regulation. **(Moved and revised from Section 3F)**

78

79 ~~Section 2. National SSA Level (Level 1)~~

80 ~~A. The parties agree that notice of proposed Agency wide or 2 or more national~~
81 ~~components (national components are defined in Section 3, A) changes, will be dealt~~
82 ~~with by the parties at the National level. For notification at the National level, the~~
83 ~~designated Management representative will provide timely electronic notice of~~

84 ~~management initiated change(s) to each member of the AFGE General Committee.~~

85 ~~The notice will be considered received on the first workday after the day of~~

86 ~~transmission of the e-mail.~~ **(Moved and revised to Section 1A)**

87 ~~B. The Union will request consultations and/or bargaining within seven (7) workdays~~

88 ~~after the date of receipt of the notice of change by submitting its request to a~~

89 ~~Management designated electronic mailbox.~~ **(Moved and revised to Section 1B)**

90 ~~C. When bargaining is requested, official time will be authorized for five (5) Union~~

91 ~~representatives, or a larger number if needed to achieve parity with the number of~~

92 ~~individuals designated as representing the Agency for such purposes. Official time~~

93 ~~will be handled in accordance with Article 30 of the National Agreement.~~ **(Moved**

94 **and revised to Section 1H)**

95 ~~D. Bargaining will begin no later than the first Tuesday following the thirty (30) calendar~~

96 ~~day period after the date of receipt of the notice of change.~~ **(Moved and revised to**

97 **Section 1F)**

98 ~~E. Bargaining at this level will not exceed three (3) work days. The three (3) workday~~

99 ~~period includes preparation, actual bargaining, and mediation. Normally, travel will~~

100 ~~occur on Monday and on Friday. The parties may by mutual consent agree to use all~~

101 ~~or part of a travel day for bargaining. Such agreement does not constitute entitlement~~

102 ~~to an extra travel day. Normally bargaining will not occur during weeks that contain~~

103 ~~Federal Holidays.~~ **(Moved and revised to 1G)**

104 ~~F. The Administration will pay travel expenses and per diem for three (3) of the five (5)~~
105 ~~Union negotiators for the bargaining period identified in Section 2.E above. If for~~
106 ~~any reason, the negotiations are extended beyond the time frames outlined in this~~
107 ~~section, (i.e. by mutual agreement or a third party) the Agency will pay the travel~~
108 ~~costs for one (1) union negotiator.~~

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

114

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

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

- 124 ~~B. When bargaining is requested, official time will be authorized for two (2) union~~
125 ~~representatives or a larger number if needed to achieve parity. Official time will be~~
126 ~~handled in accordance with Article 30 of the National Agreement.~~
- 127 ~~C. The Union will request consultations and/or negotiations within seven (7) workdays~~
128 ~~after the date of receipt of the notice of the change by submitting its request to a~~
129 ~~Management designated electronic mailbox.~~
- 130 ~~D. Bargaining will begin no later than the first Tuesday following the twenty eight (28)~~
131 ~~calendar day period after the date of receipt of the notice of change.~~
- 132 ~~E. Bargaining at this level will not exceed three (3) work days. The three (3) workday~~
133 ~~period includes preparation, actual bargaining, and mediation. Normally, travel will~~
134 ~~occur on Monday and on Friday. The parties may by mutual consent agree to use all~~
135 ~~or part of a travel day for bargaining. Such agreement does not constitute entitlement~~
136 ~~to an extra travel day. Normally bargaining will not occur during weeks that contain~~
137 ~~Federal Holidays.~~
- 138 ~~F. The Administration will pay travel expenses and per diem for two (2) employee~~
139 ~~Union negotiators for the bargaining period identified in Section 3.E above, or for a~~
140 ~~larger number to provide parity with the number of negotiators used by management.~~
141 ~~Travel expenses and per diem are not authorized for negotiations conducted at the~~
142 ~~Wilkes Barre Data Operations Center. If for any reason, the negotiations are~~
143 ~~extended beyond the time frames outlined in this section (i.e. by mutual agreement or~~
144 ~~a third party) the Agency will pay the travel costs for one (1) union negotiator.~~

145 ~~Payment of travel expenses and per diem will conform to applicable law, rule, and~~
146 ~~regulation. (Moved and revised to Section 1 J)~~

147 ~~Section 4. Regional/Program Service Centers/Data Operations Center/Office of Hearings~~
148 ~~and Appeals (Headquarters/Region) Changes (Level 3)~~

149 ~~A. The parties agree that notice of proposed changes which affect only one Field~~
150 ~~Operations Region, Regional Office of Quality Assurance, Hearings and Appeals~~
151 ~~Region, Program Service Center, Hearings and Appeals (Headquarters), or multiple~~
152 ~~components in one region will be dealt with at that level. The designated~~
153 ~~Management representative will provide the designated Union representative with~~
154 ~~timely electronic notice of the Management initiated change(s) to a union designated~~
155 ~~electronic mailbox. The notice will be considered received on the first workday after~~
156 ~~the day of transmission of the e-mail.~~

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

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

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

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

173 ~~F. The Administration will pay travel expenses and per diem for two (2) employee~~
174 ~~Union negotiators for the bargaining period identified in Section 4.E above or a larger~~
175 ~~number if needed to achieve parity for bargaining at the OHA, ROQA and FO~~
176 ~~Regional level if the negotiators are drawn from within the region. If for any reason,~~
177 ~~the negotiations are extended beyond the time frames outlined in this article, (i.e. by~~
178 ~~mutual agreement or a third party) the Agency will pay the travel costs for one (1)~~
179 ~~union negotiator.~~

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

183 ~~Section 5. Installation Level: Field Offices, Teleservice Centers, Office of Hearings and~~
184 ~~Appeals Hearing Offices/Satellite, and OQA Satellite Offices (Level 4)~~

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

189 ~~B. In these installations, the Union will request consultations and/or bargaining within~~
190 ~~three (3) workdays after notice of change by submitting its request to a Management~~
191 ~~designated electronic mailbox. If consultation is requested, the consultation phase~~
192 ~~will begin within 3 workdays. As part of consultation, the Union may request a~~
193 ~~briefing. Either party may declare an end to consultation. If consultation is not~~
194 ~~requested, bargaining will begin no later than the first Tuesday following the seven (7)~~
195 ~~calendar days after the union's receipt of the notice. If consultation is requested, the~~
196 ~~bargaining will begin no later than the first Tuesday following the week that~~
197 ~~consultation ends. Bargaining at this level will not exceed two (2) work days. This~~
198 ~~bargaining period includes preparation, actual bargaining and mediation. Normally~~
199 ~~travel will occur on Monday and on Thursday. The parties may by mutual consent~~
200 ~~agree to use all or part of a travel day for bargaining. Such agreement does not~~
201 ~~constitute entitlement to an extra travel day. Normally bargaining will not occur~~
202 ~~during weeks that contain Federal Holidays.~~

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

206 ~~D. The Administration agrees to pay travel expenses and per diem for up to two (2)~~
207 ~~Union negotiators for the bargaining period identified in Section 5.B above if the~~
208 ~~Union negotiators are drawn from within the region and component involved, or for a~~
209 ~~larger number to provide parity with the number of management negotiators in travel~~
210 ~~status. If for any reason, the negotiations are extended beyond the time frames~~
211 ~~outlined in this article, (i.e. by mutual agreement or a third party) the Agency will pay~~
212 ~~the travel costs for one (1) union negotiator. Payment of travel expenses and per~~
213 ~~diem will be governed by applicable law, rule, and regulation. Each party will bear~~
214 ~~its own costs for all consultation activities.~~

215

216 **Section 6 2**

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

218

219 **Article 4. Appendix A**

220 **Ground Rules--Management Initiated Changes**

221 **I. Purpose**

222 The following ground rules apply to all midterm bargaining entered into as a result of
223 Management-initiated changes and any corresponding obligation to bargain over such
224 changes under 5 U.S.C. 71 of the statute. ~~These ground rules supplement the procedure~~

225 ~~set forth in this Agreement, and apply to all levels of bargaining as delegated in Article 4.~~
226 Absent mutual consent, no other ground rules will be negotiated ~~at any level.~~

227 II. Arrangements

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

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

235 The Employer will ~~also~~ provide the Union negotiating team with customary and
236 routine services, i.e., office supplies, tables and chairs, and access to a computer,
237 telephone and photocopy equipment. ~~As needed, access to the FTS system will be~~
238 ~~provided (in local installations if available).~~

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

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

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

245 III. Routine

246 A. Bargaining will be done using traditional methods.

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

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

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

261 IV. Maintenance of Records

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

264 B. It is agreed that no official transcript will be made of the negotiation proceedings.

265 However, each party may make and keep its own notes and records.

266 C. The negotiation proceedings will not be recorded by means of any

267 tape/electric/electronic recording device.

268 V. Authority

269 Each party shall be represented at the negotiations at all times by one duly authorized

270 chief negotiator/chief spokesperson who is prepared and authorized to discuss and

271 negotiate on matters subject to negotiations and to sign off on agreements for their

272 respective party.

273 VI. Reopening

274 A. Questions of Negotiability

275 1. If any proposal is claimed to be non-negotiable by either party and

276 subsequently determined to be negotiable, or the declaring party withdraws its

277 allegations of non-negotiability, the proposal will, upon request, be reopened

278 within a reasonable period of time. Such request must be made within 60

279 calendar days. Nothing in this section will preclude the right of judicial

280 appeal.

281 2. This procedure does not preclude the parties from revising any proposals to

282 overcome questions of negotiability during the period of negotiations.

- 283 B. Any provisions disapproved by the Agency head review may be referred to the FLRA
284 by the Union. Any provision held negotiable will be incorporated into the Agreement.
285 The parties will commence negotiations within a reasonable period after receipt of an
286 FLRA decision sustaining the Agency's determination of non-negotiability.
- 287 VII. All timeframes in these ground rules may be modified by mutual consent.