

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

**Article 4**

~~**Negotiations During the Term of the Agreement  
on Management Initiated Changes**~~

**Mid-term Bargaining**

Section 1. General

**A. Either Party may propose changes during the life of the Agreement which are not explicitly and comprehensively set forth in this Agreement. The initiating Party will provide the other Party with**  
~~The Administration will provide the Union reasonable advance notice prior to implementation of changes affecting conditions of employment, including issues which fall under 5 USC 7106 (b)(1), 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 person.~~ **The notice will, at a minimum, contain the following information:**

- 1. The nature and scope of the proposed change;**
- 2. A description of the change;**
- 3. An explanation of the initiating Party’s plans for implementing this proposed change(s);**



43 to be shortened to meet compelling operational needs. The Administration  
44 agrees not to set artificial deadlines for implementing changes in order to  
45 circumvent the normal timeframes.

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

48 **F. The parties agree to face to face consultations/briefing for all levels**  
49 **when ever feasible. When feasibility becomes an issue,** the parties agree  
50 to utilize telephone **or video conferencing for** consultations/briefings for all  
51 levels, when the parties are not co-located. ~~Consultations/briefings, as~~  
52 ~~referred to in this article, will only be required when there is a duty to bargain,~~  
53 ~~in accordance with 5 U.S.C. 71.~~ These briefings should include, **as a**  
54 **minimum,** an explanation of the following:

- 55 1. A description of the change.
- 56 2. An explanation of how this change will be implemented.
- 57 3. An explanation of the purpose of the proposed change.
- 58 4. The proposed implementation date.

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

61

62

63 Section 2. National SSA Level (Level 1)

64 A. The parties agree that notice of proposed Agency wide or 2 or more national  
65 components (national components are defined in Section 3, A) changes, will  
66 be dealt with by the parties at the National level. For notification at the  
67 National level, **the SSA Commissioner or General Committee**  
68 **Spokesperson, or their designees** ~~ated Management representative~~ will  
69 provide timely **written** ~~electronic~~ notice of **the proposed change(s). SSA**  
70 **notices will be sent to** ~~management initiated change(s) to~~ each member of  
71 the AFGE General Committee. The notice will be considered received on the  
72 first workday after the day of transmission of ~~the~~ **an e-mail notice, a written**  
73 **acknowledgement or five days after mailing with proof of postal receipt.**

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

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

- 82 D. **Normally** bargaining will begin no later than ~~the first Tuesday following the~~  
83 thirty (30) calendar days ~~period~~ after the date of receipt of the notice of  
84 change.
- 85 E. Bargaining at this level will not exceed **ten (10)** ~~three (3)~~ work days. The **ten**  
86 **(10)** ~~three (3)~~ workday period includes **necessary travel and preparation,**  
87 actual bargaining, and mediation. ~~Normally, travel will occur on Monday and~~  
88 ~~on Friday. The parties may by mutual consent agree to use all or part of a~~  
89 ~~travel day for bargaining. Such agreement does not constitute entitlement to~~  
90 ~~an extra travel day. Normally bargaining will not occur during weeks that~~  
91 ~~contain Federal Holidays.~~
- 92 F. The Administration will pay travel expenses and per diem for ~~three~~ **five (5)** ~~(3)~~  
93 of the ~~five (5)~~ **six (6) employee** Union negotiators for the **entire** bargaining  
94 **process, up through and including mediation and impasse proceedings.**  
95 ~~period. identified in Section 2.E above. If for any reason, the negotiations~~  
96 ~~are extended beyond the time frames outlined in this section, (i.e. by mutual~~  
97 ~~agreement or a third party) the Agency will pay the travel costs for one (1)~~  
98 ~~union negotiator.~~
- 99 Should the Administration use more than ~~five (5)~~ **six (6)** negotiators, the Union  
100 shall be entitled to travel expenses and per diem for **each** ~~one (1)~~ additional  
101 employee negotiator for each individual over ~~five (5)~~ **six (6)** used by  
102 management as a negotiator. **Employee** Union negotiators for bargaining at ~~this~~  
103 ~~national SSA level~~ **all SSA levels** may be drawn from any component. Payment

104 of travel expenses and per diem will be governed by applicable law, rule and  
105 regulation.

106

107

108 Section 3. National Component Level (Level 2)

109 A. The parties agree that notice of proposed changes which affect only one  
110 national component nationwide (Field, Program Service Centers,  
111 Headquarters, ~~Hearings and Appeals~~ **Office of Disability Adjudication and**  
112 **Review**, Office of Quality **Performance Assurance**, Wilkes Barre Data  
113 Operations Center) or multiple regions within a national component will be  
114 matters dealt with by the parties at the component level. The designated  
115 ~~Management~~ **serving party** representative will provide the designated  
116 **receiving party** ~~Union~~ representative timely electronic notice of **the**  
117 ~~Management~~ initiated change(s). ~~to a Union designated electronic mailbox.~~  
118 The notice will be considered received on the first workday after the day of  
119 transmission of ~~the~~ **an e-mail notice, a written acknowledgement or five (5)**  
120 **days after mailing with proof of postal receipt.**

121 B. When bargaining is requested, official time will be authorized for **three (3)** ~~two~~  
122 ~~(2)~~ union representatives or a larger number if needed to achieve parity.  
123 ~~Official time will be handled in accordance with Article 30 of the National~~  
124 ~~Agreement.~~

- 125 C. The Union will request consultations and/or negotiations within ~~seven (7)~~ **ten**  
126 **(10)** workdays after the date of receipt of the notice of the change. ~~by~~  
127 ~~submitting its request to a Management-designated electronic mailbox.~~
- 128 D. **Normally**, bargaining will begin no later than ~~the first Tuesday following the~~  
129 ~~twenty-eight (28) calendar days period~~ after the date of receipt of the notice of  
130 change.
- 131 E. Bargaining at this level will not exceed **ten (10)** ~~three (3)~~ work days. The **ten**  
132 **(10)** ~~three (3)~~ workday period includes **travel and preparation**, actual  
133 bargaining and mediation. ~~Normally, travel will occur on Monday and on~~  
134 ~~Friday. The parties may by mutual consent agree to use all or part of a travel~~  
135 ~~day for bargaining. Such agreement does not constitute entitlement to an~~  
136 ~~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 **three (3)** ~~two (2)~~  
139 employee Union negotiators for the bargaining **process, up through and**  
140 **including mediation and impasse proceedings** ~~period identified in Section~~  
141 ~~3.E above~~, or for a larger number to provide parity with the number of  
142 negotiators used by management. ~~Travel expenses and per diem are not~~  
143 ~~authorized for negotiations conducted at the Wilkes-Barre Data Operations~~  
144 ~~Center. If for any reason, the negotiations are extended beyond the time~~  
145 ~~frames outlined in this section (i.e. by mutual agreement or a third party) the~~  
146 Agency will pay the travel costs for one (1) union negotiator. Payment of

147 travel expenses and per diem will conform to applicable law, rule, and  
148 regulation.

149 **Section 4.** Regional/Program Service Centers/Data Operations Center/~~Office of~~  
150 ~~Hearings and Appeals~~ **Office of Disability Adjudication and Review**  
151 (Headquarters/Region), **and Office of Quality Performance** Changes (Level 3).

152 A. The parties agree that notice of proposed changes which affect only one Field  
153 Operations Region, Regional/~~Headquarters~~ ~~Office of Quality Assurance~~ **OQP**,  
154 ~~Hearings and Appeals~~ **ODAR** Region, Program Service Center, ~~Hearings and~~  
155 ~~Appeals~~ **ODAR** (Headquarters), or multiple components in one region will be  
156 dealt with at that level. The designated ~~Management~~ **serving party**  
157 ~~representative~~ will provide the designated ~~Union representative~~ **receiving**  
158 **party** with timely **written** ~~electronic~~ notice of the ~~Management~~ initiated  
159 **proposed** change(s). ~~to a union-designated electronic mailbox.~~ The notice  
160 will be considered received on the first workday after the day of transmission  
161 ~~of the~~ **an e-mail notice, a written acknowledgement or five (5) days after**  
162 **mailing with proof of postal receipt.**

163

164 B. The ~~Union~~ **receiving party** will request consultations and/or negotiations  
165 within ~~seven (7)~~ **ten (10)** workdays after the date of receipt of the notice of the  
166 change. ~~by submitting its request to a management designated electronic~~  
167 ~~mailbox.~~

- 168 C. When bargaining is requested, official time will be authorized for **three (3)** ~~two~~  
169 ~~(2)~~ union representatives or a larger number if needed to achieve parity. If  
170 ~~bargaining involves multiple components within a region, official time will be~~  
171 ~~authorized for one union representative from each of the components affected~~  
172 ~~by the change. Official time will be handled in accordance with Article 30 of~~  
173 ~~the National Agreement.~~
- 174 D. **Normally**, bargaining will begin no later than ~~the first Tuesday following the~~  
175 ~~twenty-eight (28) calendar days period~~ after the date of receipt of the notice of  
176 change.
- 177 E. Bargaining at this level will not exceed **ten (10)** ~~three (3)~~ working days.  
178 These timeframes include **travel and preparation, actual bargaining process,**  
179 **up through and including mediation and impasse proceedings.** ~~, and~~  
180 ~~mediation. Normally, travel will occur on Monday and on Friday. The parties~~  
181 ~~may by mutual consent agree to use all or part of a travel day for bargaining.~~  
182 ~~Such agreement does not constitute entitlement to an extra travel day.~~  
183 ~~Normally bargaining will not occur during weeks that contain Federal Holidays.~~
- 184 F. The Administration will pay travel expenses and per diem for ~~two (2)~~ **three (3)**  
185 employee Union negotiators for the bargaining period identified in Section 4.E  
186 above or a larger number if needed to achieve parity for bargaining at the  
187 **ODAR OHA, ROQA OQP** and FO Regional level. ~~if the negotiators are~~  
188 ~~drawn from within the region. If for any reason, the negotiations are extended~~  
189 ~~beyond the time frames outlined in this article, (i.e. by mutual agreement or a~~

190 ~~third party) the Agency will pay the travel costs for one (1) union negotiator.~~  
191 ~~Travel expenses and per diem are not authorized for negotiations at OHA~~  
192 ~~(Headquarters), or an individual PSG. Payment of travel expenses and per~~  
193 ~~diem will be governed by applicable law, rule, and regulation.~~

194

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

198 A. The designated ~~Management~~ **servicing party** representative will provide the  
199 ~~Union~~ **receiving party** designated representative with timely notice of the  
200 ~~Management initiated~~ **proposed** change(s), normally to a Union-designated  
201 ~~electronic mailbox.~~ If e-mailed, the notice will be considered received on the  
202 first workday after the day of transmission of the ~~an~~ e-mail **notice, a written**  
203 **acknowledgement or five (5) days after mailing with proof of postal**  
204 **receipt.**

205 B. In these installations, the Union will request consultations and/or bargaining  
206 within **ten (10)** ~~three (3)~~ workdays after notice of change. ~~by submitting its~~  
207 ~~request to a Management designated electronic mailbox.~~ If consultation is  
208 requested, the consultation phase will begin within 3 workdays. As part of  
209 consultation, the Union may request a briefing. Either party may declare an  
210 end to consultation.

211 If consultation is not requested, bargaining will **normally** begin no later than  
212 the first Tuesday following the seven ~~(7)~~ **twenty eight (28)** calendar days  
213 after the union's receipt of the notice **request to bargain**. If consultation is  
214 requested, the bargaining will **normally** begin **twenty eight (28) days after**  
215 ~~no later than the first Tuesday following the week that~~ consultation ends.  
216 Bargaining at this level will not exceed **ten (10)** ~~two (2)~~ work days. This  
217 bargaining period includes **travel and preparation**, actual bargaining, and  
218 ~~mediation. Normally travel will occur on Monday and on Thursday. The~~  
219 ~~parties may by mutual consent agree to use all or part of a travel day for~~  
220 ~~bargaining. Such agreement does not constitute entitlement to an extra travel~~  
221 ~~day. Normally bargaining will not occur during weeks that contain Federal~~  
222 ~~Holidays.~~

223 C. The Union will be entitled to up to **three (3)** ~~two (2)~~ negotiators (but not less  
224 than the number of management negotiators) designated by the appropriate  
225 Union official. ~~Official time will be handled in accordance with Article 30 of the~~  
226 ~~National Agreement.~~

227 **D. The site of negotiations shall be at the installation and/or city for which**  
228 **the change has been proposed.**

229 ~~D.E.~~ The Administration agrees to pay travel expenses and per diem for up to ~~two~~  
230 ~~(2)~~ **three (3)** Union negotiators for the bargaining period **process, up**  
231 **through and including mediation and impasse proceedings** ~~identified in~~  
232 ~~Section 5.B above if the Union negotiators are drawn from within the region~~

233 ~~and component involved, or for a larger number to provide parity with the~~  
234 ~~number of management negotiators in travel status. If for any reason, the~~  
235 ~~negotiations are extended beyond the time frames outlined in this article, (i.e.~~  
236 ~~by mutual agreement or a third party) the Agency will pay the travel costs for~~  
237 ~~one (1) union negotiator. Payment of travel expenses and per diem will be~~  
238 ~~governed by applicable law, rule, and regulation. Each party will bear its own~~  
239 ~~costs for all consultation activities.~~

240

241

242 **Section 6**

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

244

245

246

247

248

249

250

251

252 ~~Article 4.~~ **Appendix A**

253 Ground Rules--Management Initiated Changes

254 I. Purpose

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

261 II. Arrangements

262 A. Negotiations will be held in a suitable **neutral** meeting room provided by the  
263 Employer at a site determined by the Employer, **pursuant to this agreement.**

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

270 The Employer will also provide the Union negotiating team with customary  
271 and routine services, i.e., office supplies, computer, **intranet, Internet,**

272 telephone, tables and chairs, and access to **encryption capable** photocopy  
273 equipment. As needed, access to the ~~FTS~~ **telephone** system will be  
274 provided (in local installations if available). **It is understood that all**  
275 **equipment and furnishings will be in place and operational at the**  
276 **commencement of bargaining and maintained in operating condition**  
277 **throughout the course of bargaining.**

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

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

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

285 III. Routine

286 A. **The bargaining method will be mutually agreed upon by the parties.** ~~be~~  
287 ~~done using traditional methods.~~ **Absent mutual agreement, Interest Based**  
288 **Bargaining (IBB) will be used.**

289 B. During negotiations, the chief negotiator for each party will signify agreement  
290 on each section by initialing the agreed-upon section. The chief negotiator for  
291 each party will retain his/her copies and initial the other party's copy. This will

292 not preclude the parties from reconsidering or revising any agreed-upon  
293 section by mutual consent.

294 C. It is agreed that either committee requesting a caucus will leave the  
295 negotiation room to caucus at a suitable site provided by the Employer. **The**  
296 **suitable caucus room shall be located in a neutral and appropriate**  
297 **space.**

298 There is no limit on the number of caucuses which may be held, but each  
299 party will make every effort to restrict the number and length of caucuses.

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

#### 306 IV. Maintenance of Records

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

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

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

314 V. Authority

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

319 VI. Reopening

320 A. Questions of Negotiability

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

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

330 B. Any provisions disapproved by the Agency head review may be referred to  
331 the FLRA by the Union. Any provision held negotiable will be incorporated

332 into the Agreement. The parties will commence negotiations within a  
333 reasonable period after receipt of an FLRA decision sustaining the Agency's  
334 determination of non-negotiability.

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

336

337

338

339

340

341

342

343

344

345

346

347

348

349

**Sidebar Agreement**

350

351 **Notices for ODAR Regions with multiple Locals, including but not limited to,**  
352 **Regions 2 and 6, will be sent to the ODAR Council President for**  
353 **designation of the appropriate Union representative responsible for**  
354 **bargaining.**

355

356 **It is understood that the Council may exercise its bargaining rights for**  
357 **Regional level bargaining for these two regions.**

358

359

360

\_\_\_\_\_

361

**Jim Marshall, President C215**

**Ralph Patinella, OLMER**

362

363

\_\_\_\_\_

364

**Date**

365