**ARTICLE 33**

**Negotiations**

**Section 1**

A. The Union recognizes that the Employer has the right to exercise its management rights as set forth in the Civil Service Reform Act and this Agreement and, in accordance with applicable law, rule, regulation, and this Agreement, to initiate changes in operational and administrative procedures and programs when the Employer determines it is in the interest of the Employer to do so.

B. The Employer recognizes that the Union, in accordance with law, has the right to:

 1. Receive timely advance notice of any changes in the conditions of bargaining unit employees' employment.

 2. Bargain over the full range of statutory issues associated with the exercise of any management rights.

C. The Union and the Employer agree that it is in the interest of the Parties to expeditiously resolve bargaining issues.

D. The duties of the Parties to negotiate in good faith under this article shall include the obligation to:

 1. Approach negotiations with a sincere resolve to reach agreement;

 2. Be represented by duly authorized representatives prepared to discuss and negotiate on the subjects authorized by this article;

 3. Meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;

 4. In the case of the Employer, to furnish to the Union, upon request, and, to the extent not prohibited by law, data:

 a. Which is normally maintained by the Employer in the regular course of business;

 b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

 c. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors relating to collective bargaining; and

 5. If agreement is reached, to execute on the request of any Party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

E. Should a provision of any agreement negotiated pursuant to this article be rendered invalid by appropriate authority (except the Agency head) after the effective date of this Agreement, either Party may reopen the specifically affected sections as well as issues clearly and unmistakably bargained away as part of any agreement on the now invalid terms, where one (1) or both Parties have not formally pursued enforcement of the provision.

F. Should a provision of any agreement negotiated pursuant to this article be rendered invalid by the Agency head after the effective date of this Agreement, either Party at its option may request reopening negotiations on the disapproved provision(s), and/or the Union may repudiate the agreement or any part thereof and request reopening negotiations on any of the repudiated provisions.

**Section 2**

The Employer agrees not to unilaterally establish or change any personnel policy, practice, or condition of employment which terminates or conflicts with specific terms or conditions of this Agreement.

A. However, mandatory amendments may be required after the effective date of this Agreement because of new laws, changes to existing laws, Executive Orders or regulations of government-wide authorities.

B. In such an event, the Parties shall meet within fifteen (15) workdays after receipt of a written request from either Party for the purpose of negotiating those amendments to the Agreement required to bring this Agreement into conformity with the changes in laws, Executive Orders or regulations of government-wide authorities.

C. The Parties shall agree on mutually satisfactory arrangements for the conduct of these required negotiations. Where they cannot agree, these negotiations will be conducted in accordance with the ground rules described below for normal mid-contract negotiations. Amendments resulting from these negotiations shall be effective upon signing by the Parties.

**Section 3**

A. The Employer shall provide the Union with reasonable advance notice, (but normally not less than two (2) weeks), of intended changes in terms and conditions of bargaining unit member's employment prior to implementation of changes affecting conditions of employment subject to bargaining under 5 U.S.C. 71 . The Union will have two (2) weeks in which to invoke its right to negotiate over the requested change by submitting written proposals. The parties may mutually agree to waive the above constraints. The notice will include the following:

 1. A description of the desired change,

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

 3. An explanation of why the proposed change is necessary.

B. The Union agrees that the Employer has the right to implement necessary changes in personnel policies, procedures, and practices affecting the terms and conditions of employment after notice and an opportunity to negotiate have been afforded to the Union, and prior to impasse, where implementation is required to meet an exigency such as statutory deadlines, court ordered time limits, etc. In such circumstances the Parties may mutually agree to continue negotiations on a post-implementation basis.

C. The Employer will provide notice of employer-initiated changes to the President of the NTEU Chapter or his/her designee(s). The notice will designate the Employer's representative.

**Section 4**

A. The Parties agree that proposed changes ~~which apply on a nationwide, multi-regional, or multi-hearing center basis~~ shall be negotiated at the ODAR Headquarters level.

B~~. Proposed changes which will be implemented in hearing offices in more than one (1) region made pursuant to a national or multi-regional initiative that require variation in the changes to meet the needs of each individual hearing office will be negotiated at the appropriate regional office(s).~~

~~C. Proposed changes which apply at more than one (1) hearing office within a region will be negotiated at the regional office level.~~

~~D. Proposed changes which apply to one (1) hearing office or National Hearing Center will be negotiated at that location.~~

E. The Employer and the Union can agree to conduct negotiations at any mutually agreeable site.

**Section 5**

Where negotiating meetings are required, the meeting will be conducted as follows:

A. Negotiations will take place at a site provided by the Employer.

B. Negotiations will be conducted during the regular administrative workday of the office where negotiations are taking place. When feasible, the Employer shall make shift adjustments for union representatives to accommodate the bargaining process.

C. An employee representing the Union under this article shall be authorized ~~official time~~ **taxpayer-funded union time per Article 8** for such purposes during the time the employee otherwise would be in a duty status. The bargaining teams shall be limited to two (2) members for each Party unless the Parties mutually agree otherwise. The number of employees for whom official time is authorized under this section shall not exceed the number of individuals designated as representing the Employer for such purposes.

D. ~~The Parties agree that consistent with the opportunity for full discussions of proposals, every reasonable effort will be made to avoid travel and per diem costs by using such alternative methods as conference calls, where there is mutual consent to do so. In situations where travel is required, the Union Representatives on official time shall be reimbursed for travel and per diem by the Employer for a period not to exceed three (3) days plus the time necessary to travel to and from the negotiating site.~~ **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.**

E. ~~The Employer will provide the Union Negotiating Team with customary and routine services such as office supplies, access to personal computer, telephone, FAX, and photocopy equipment.~~

F. Negotiations will commence on a mutually agreeable date. Absent such mutual agreement, negotiations will commence on the twentieth (20th) day after the Employer received the Union's proposals (if a workday, otherwise the next succeeding workday).

**Section 6**

Upon certification of an impasse between the Parties in connection with mid-contract negotiations, either Party can appeal to the Federal Service Impasses Panel.

**Section 7**

A. Except as provided in Sub-section B. below, a mid-term agreement shall be viewed by the Parties as amendments to the Agreement. It shall be effective upon signing, unless otherwise specified, subject to the review of the Agency pursuant to 5 U.S.C. 7114(c).

B. Any agreement applicable to a single work site or a single region shall be in the form of a memorandum of understanding. Copies of each approved memorandum of understanding shall be filed with the Chapter President, and the Associate Commissioner, Office of Labor Management and Employee Relations (OLMER), and shall be viewed by the Parties as supplements, rather than amendments, to the Agreement. Accordingly, they shall not necessarily run for a term concurrent with that of the Agreement, but instead may be for whatever duration is appropriate under the circumstances of the change, but not beyond the term of this Agreement except as mutually agreed by the Parties.