

New Article 42

Old Article 49

Contract Related and Other Negotiations Mid-term Bargaining

49.1 Application

The NRC or the Union may wish to negotiate proposed changes created by new laws, changes in existing laws or the agency's desire to establish or change any personnel policy, practice or condition of employment. Notice and bargaining over such changes will be conducted pursuant to the terms of this Article. After notice of such changes, the parties will meet within 15 workdays to discuss and bargain, as appropriate. Also, as appropriate, the provisions of Sections 49.2 and 49.3 will be followed. Negotiations pursuant to this Article may occur at any time during the life of this Contract. Term contract negotiations and mid-term contract reopeners are conducted in accordance with Article 53, Duration and Termination of Contract.

The Union recognizes that the Agency has the right to exercise management rights as set forth in the Statute during the life of this Agreement and, in accordance with applicable law, rule, regulation, and this Agreement, to initiate changes that may affect conditions of employment of bargaining unit employees, including changes in personnel policies or practices or other matters affecting working conditions not covered by this agreement.

The Agency recognizes that the Union has the right to bargain over the substance of negotiable changes in personnel policies and working conditions, the procedures which the Agency will observe in exercising management rights, and/or appropriate arrangements for employees adversely affected by the exercise of the Agency's management rights. This in no way waives any of the Union's rights to negotiate to the maximum extent allowable by law nor does it require the Agency to bargain the substance of permissive subjects of bargaining.

49.2 Notice Bargaining Notification

When the NRC wishes to change any personnel policy, practice, or condition of employment not covered or controlled by the terms of this Agreement, the NRC will notify the ~~Chapter~~ President of NTEU Chapter 208, in writing. This notice will be sent to the Union at least 15 workdays prior to the proposed date of implementation; however, in the case of an operational necessity, the Agency shall advise the Union in writing of the nature of the necessity and provide the Union with as much reasonable advance notice of the intended change as practicable, and the Union may pursue whatever course(s) of action as may be available under law, rule or regulation.

This notice will include the following:

49.2.1 A description of the change;

49.2.2 An explanation of why the change is desired or required;

49.2.3 An explanation of how the change would be implemented; ~~and;~~

49.2.4 A description of probable impact on employees, if appropriate; ~~and~~

49.2.5 An indication of the specific date (if any) the Agency intends to implement the proposed change.

~~This notice will be sent to the Union at least 15 workdays prior to the proposed date of implementation.~~—The Union will have ~~the 15~~ 10 workdays ~~notice period~~ from receipt of notice from the Agency in which to invoke its right to negotiate the proposed change(s). These negotiations will be conducted in accordance with Section 49.3, unless mutually agreed upon alternatives are established.

49.3 Groundrules

The groundrules for bargaining covered by this Article are:

49.3.1 Negotiations shall occur during regular administrative workdays. The schedule for bargaining will be by mutual agreement. However, unless mutually agreed otherwise, the Parties will normally meet and begin bargaining within 10 work days after receipt by the Agency of the Union's request to bargain. At the Union's request, the first bargaining session will begin with a management briefing on the proposed change.

The Union must submit written proposals no later than the second bargaining session, if more than one bargaining session is required to reach agreement.

Except when required by operational necessity, the Agency will not implement the proposed change prior to completing bargaining. Operational necessity will only be invoked during an emergency or when consistent with the necessary functioning of the Agency. If the Agency implements a change due to operational necessity prior to the completion of bargaining, bargaining will continue on an expedited basis and the resulting agreement will be implemented as agreed upon.

The initiation of proposed changes by the Agency under this Article shall not preclude either Party from submitting related proposals or counterproposals during the course of negotiations.

49.3.2 The NRC will provide a site for negotiations, if feasible. If not, negotiations will take place at a mutually agreed site.

49.3.3 The parties agree that proposed changes which apply on a nationwide basis shall be negotiated at the NRC Headquarters Offices.

49.3.4 Upon mutual agreement, proposed changes which apply only within one Region will be negotiated at that Regional Office. If during negotiations, it becomes apparent that the issue has generic implications or an additional region or headquarters will be affected, negotiations may stop and be reopened under 49.3.6.

49.3.5 Proposed changes which apply only to the NRC Headquarters Offices will be negotiated at NRC Headquarters.

49.3.6 Proposed changes which apply to more than one Regional Office or to the Headquarters and one Regional Office--but are less than nationwide in application will be negotiated at NRC Headquarters.

49.3.73 The number of employees representing the Union for whom official time is authorized under this Section shall not exceed three (3) employees. In circumstances where an exclusively regional matter being negotiated affects more than one (1) region, the NRC shall pay travel and per diem for one (1) regional Union official, for one (1) single or multi-day session, in accordance with NRC travel regulations. In situations where there is a nationwide matter that has greater impact on regional employees, the agency will also pay travel and per diem for no more than one (1) regional Union official as specified above. Disagreements as to payment of travel and per diem in these instances shall not serve to delay the negotiations.

~~49.3.4 The parties agree that information relating to the conduct and substance of negotiations will not be released to any communications media or to the public until: (1) agreement is reached on the total contract, or (2) the services of the Federal Service Impasses Panel have been formally requested. This does not preclude either Party from communicating with or soliciting information from their respective constituents.~~

49.3.85 All time spent in bilateral negotiations on these issues, including caucuses and impasse resolution processes, shall be official time for the Union representatives.

49.45 Impasses

Either party may request the assistance of the Federal Mediation and Conciliation Service (FMCS) to resolve an impasse in bargaining. Upon certification by the Federal Mediation and Conciliation Service of an impasse between the parties in connection with these negotiations, the dispute shall be forwarded to the Federal Service Impasses Panel (FSIP) for resolution. Either party may unilaterally request of the FSIP special expedited procedures including arbitration in settlement of these impasses. The FSIP will determine which, if any, special expedited procedures will be used.

49.5 Agreements

49.5.1 All agreements are tentative until confirmed in writing. Unless otherwise agreed, agreements reached will be reduced to writing and executed by both Parties, and will set forth an effective date and duration (even if indefinite). Such agreements are binding on

the parties, subject only to statutorily required Agency Head review. Effective dates will not be set earlier than 31 days following signature by the parties, to allow for Agency Head review; however, if Agency Head approval is obtained sooner, the Parties may agree to modify the effective date.

49.5.2 Agreements negotiated pursuant to this Article will be subject to Agency head approval pursuant to 5 U.S.C. § 7114(c). In the event of disapproval, the Parties, by mutual agreement, may implement the provisions of the agreement that were not disapproved. If the Union elects to renegotiate the disapproved provisions of the agreement, or the entire agreement, it will notify the Agency within 15 work days after receipt of the Agency head's disapproval. Proposals declared non-negotiable that are subsequently found to be negotiable will be timely negotiated at the request of either Party.

49.5.3 Copies of agreements executed pursuant to this Article will be made available to bargaining unit employees by posting on the Agency's intranet site. The agreement will be posted, and employees will be notified of the change and of the agreement, prior to the effective date.

49.6 Information Requests

Whenever the Union requests documents for the purpose of bargaining over changes in personnel policies, practices, or conditions of employment not otherwise covered by this Agreement, the time frame for the Union to respond shall be extended day for day, from the time the request is received until the NRC either denies the request or provides the documents, whichever is appropriate.