**Section 1. Agreements under this Article**

Any agreements reached under the provisions of this Article shall be deemed to be supplemental to this Agreement and subject to approval by the Agency Head.

**Section 2. Mandated Change**

If a future statute, Executive Order, government-wide regulation, judicial decision or essential mission need requires the parties to change an Agreement between the parties, the Agency will notify the Union, in writing, of proposed language to implement the change required. If the Union desires to negotiate the impact and implementation of the change, to the extent permitted by law, it shall notify the Agency within five (5) calendar days. Such request to negotiate shall include a specific timely and negotiable counterproposal for negotiations. Failure to respond timely to the Agency’s notice shall constitute a waiver of any right to negotiate on the proposed required change, and the proposal will become part of the parties’ Agreement. Changes unrelated to the change specifically required by the law, Executive Order, government-wide regulation, judicial decision or essential mission need will not be permitted in the subject negotiations.

**Section 3. Other Changes**

The Agency will notify the Union, in writing, of changes that may affect personnel policies practices and working conditions of bargaining unit employees. If the Union desires to negotiate the substance, if appropriate, or impact and implementation of the change, to the extent permitted by law, it shall notify the Agency within five (5) calendar days. Such request to negotiate shall include specific, timely and negotiable proposals for negotiations exclusively addressing the matter of the proposed change. Failure to respond timely to the Agency’s notice shall constitute a waiver of any right to negotiate on the proposed change, and the proposal will become part of the parties’ Agreement.

**Section 4. Information Requests**

The Agency shall make a good faith effort to provide the union adequate information about the proposed change to allow bargaining to proceed. The union will ensure that any request for information is accompanied by a demonstration of “Particularized Need” in line with current case law precedents of the Federal Labor Relations Authority and appropriate courts. If a dispute arises in the course of negotiations, the parties agree that bargaining will go forward. If no agreement is reached and the matter is placed before the Federal Service Impasses Panel(Panel), either party may raise the dispute to the Panel, which shall be authorized by the parties to resolve the dispute consistent with law.

**Section 5. Implementation**

a. If the Union has timely requested negotiations regarding a mandated or other change, the Agency will, where possible, delay the implementation of such change until such time as the parties reach agreement on all negotiable issues connected with the change, unless the Agency reasonably believes that:

I. There is a mandatory implementation date or contrary intent expressed by the source of the mandated change which requires implementation of the change prior to agreement; or,

II. The Agency’s mission, the security of its staff, or the accomplishment of its mission objectives would be adversely affected by such a delay.

b. Nothing shall preclude the employer from implementing a proposed change on or after the implementation date proposed in its original notice should the union fail to meet an obligation under this agreement in a timely manner.

c. Further, should the employer determine that a failure to implement a proposed change on or at any time after the proposed implementation date would adversely affect its mission, it shall be free to implement the change while continuing to bargain on negotiable matters until agreement or impasse is reached.

d. Notwithstanding te above, nothing shall affect the authority of the Agency to take whatever actions may be necessary to carry out its mission during emergencies.

**Section 6. Negotiating Procedures**

The following procedures shall govern the conduct of all negotiations pursuant to this Article.

A. Negotiations shall commence within 5 working days unless otherwise mutually agreed by the parties.

B. The Agency will provide a site for negotiations.

C. The Union will be authorized the same number of Union representatives on official time as the Agency has representatives at the negotiating table.

D. Negotiations will take place from (SPECIFY TIME) to (SPECIFY TIME).

E. Once commenced, negotiations will continue until agreement is reached or impasse is declared.

F. If agreement cannot be reached on the matters under negotiation, the following procedures shall apply:

1. Declarations of Impasse

(a) Neither party may declare an impasse until all proposals are:

1. agreed to;

2. declared non¬negotiable by the Agency; or,

3. declared at an impasse by either party.

(b) The parties agree that each will use their best good faith efforts to avoid an impasse in the negotiations and that before formally declaring any provision non-negotiable, the Agency must provide the Union five (5) days notice of intent to take such action, unless unreasonable under all of the facts and circumstances, and provide the Union with a statement of non-negotiability and reasons therefore, without prejudice to later supplementation of the reasons.

2. Impasse Procedures

(a). In the event either party declares an impasse in negotiations, the Federal Mediation and Conciliation Service shall be requested to provide services and assistance to resolve the dispute pursuant to 5 U.S.C. § 7119.

(b). If mediation services of the Federal Mediation and Conciliation Service do not result in resolution of the impasse, either party may invoke the services of the Federal Service Impasses Panel pursuant to 5 U.S.C. § 7119. Prior to taking such action, however, the party seeking to invoke the services of the Federal Service Impasses Panel must provide 14 days notice to the opposing party of its intention to take such action, unless unreasonable under all of the facts and circumstances.