

**MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNMENT ACCOUNTABILITY OFFICE
AND
THE GAO EMPLOYEES ORGANIZATION, IFPTE, LOCAL 1921**

This Memorandum of Agreement (Agreement) is an interim agreement between the Government Accountability Office (GAO or Agency) and the GAO Employees Organization, IFPTE, Local 1921 (Union) (collectively, the parties), and applies to all bargaining unit employees (employees) represented by the Union.

a) WHEREAS in chapter 71 of Title V of the United States Code Congress finds that –

(1) experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them –

(A) safeguards the public interest,

(B) contributes to the effective conduct of public business, and

(C) facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

(2) the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

Therefore, labor organizations and collective bargaining in the civil service are in the public interest (5 U.S.C. 7101(a)).

b) WHEREAS the GAO Personnel Act of 1980 requires that the Agency's personnel management system shall provide –

(1) a procedure that ensures that each officer and employee of the Government Accountability Office may form, join, or assist, or not form, join, or assist an employee organization for the purpose of collective bargaining regarding conditions of employment freely and without fear of penalty or reprisal; and

(2) for a labor-management relations program consistent with chapter 71 of title V of the United States Code (31 U.S.C. 732 (e)).

Now, therefore, the parties agree as follows:

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I. Notice of Union Representatives

1. The Union agrees to notify GAO of all persons designated as union leaders or officers, stewards, and council representatives, and to provide ongoing notice of any changes or modifications to the incumbents of these positions. Notification will be provided to GAO's Workforce Relations Center in writing within a reasonable period following the designation or change.
2. The GAO agrees to notify the Union of all staff employed in the Workforce Relations Center and any other employee whose primary responsibility is for labor relations and to provide notification of any changes to the incumbents of these positions. Notification will be provided to the Interim Council Chair or his/her designee in writing via email within a reasonable period of time.

II. Official Time

1. For purposes of this agreement the term "official time" shall include the purposes set forth in 5 U.S.C. 7131, as well as any other representational activities, for which official time may legally be allowed.
2. The total amount of official time that may be used by the Union (i.e. union officers, Interim Council members, or union officers' designees) in the discharge of their responsibilities is 8,500 hours per calendar year. Normally, union officers or their designees may spend no more than 50% of their time per pay period and Interim Council members or their successors no more than 10% of their time per pay period in an official time status. Time spent in attendance at meetings and hearings at the request of members of Congress and PAB labor proceedings shall not be counted against the official time bank or the official time cap per pay period.
3. The Union will manage its use of official time as delineated in paragraph 2 above and will strive to complete its representational duties within the total amount of bank time specified. However, when the balance of the official time bank provided in paragraph 2 is less than 350 hours per month remaining in the calendar year, reasonable official time will be allowed to participate in, and travel to and from the following activities:
 - a) Management initiated meetings or negotiations (for example, meetings with OOI regarding Workforce Diversity and meetings related to projects like the Performance Assessment Study);
 - b) Union-management meetings jointly agreed to by the parties (such as meetings regarding the GAO Employee Feedback Survey);
 - c) Committee meetings, in the event both union and management representatives are committee members (for example, the Diversity Committee); and
 - d) Any meetings described in *Union Representation at Management Meetings with Unit Employees* (see Article III.).

Union officers, council members or union officers' designees may be granted official time to prepare for the activities described in sub-paragraphs a – d above, in consultation

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with the Office of Workforce Relations and with management approval. Preparation time may also be granted for meetings and hearings at the request of members of Congress and for PAB labor proceedings.

4. Notice, approval, and recording of official time
 - a. Absent exigent circumstances and consistent with current GAO supervisory practice, union representatives should make a request for official time in advance to the supervisor responsible for signing his/her time and attendance records, including a best estimate of how much time he/she will spend on official time and the general nature of the activities involved. The supervisor will approve the requested time absent substantial interference with business needs.
 - b. Each pay period, union representatives will regularly record all time spent pertaining to labor management relations activities using time codes provided by the Agency.
5. The parties acknowledge that any unused time will not carry over from year-to-year. The calendar year for purposes of this agreement will begin on the first day of the month following the implementation of this agreement.
6. The parties acknowledge the importance of negotiating a master collective bargaining agreement and will separately negotiate an agreement regarding official time for preparation and participation in those negotiations, as well as reimbursement for travel and lodging for bargaining committee members who are assigned to Field Office locations.

III. Union Representation at Management Meetings with Unit Employees

1. Formal Discussions
 - a. Consistent with 5 U.S.C. 7114 (a)(2)(A), as the exclusive representative, the Union shall be given the opportunity to be represented at (but generally not limited to an observer status) any grievance meeting or other formal discussion, including focus group meetings which meet the requirements for being a formal discussion. GAO will provide the Union with reasonable advance notice of any formal discussion.

The Parties understand that in determining whether the foregoing right to be represented is applicable to any meeting, four elements of the meeting must exist, namely, (1) a discussion must occur, (2) the discussion must be formal in nature, (3) the discussion must be between one or more unit employees or their representatives and one or more representatives of the agency, and (4) the discussion must concern any grievance or any personnel policy or practices or other general conditions of employment. A meeting concerning a grievance, even when initiated by an individual employee, is by definition a formal discussion.

- b. At those meetings where the Union is represented, the attendance of the union representatives will be acknowledged by the agency representative or official at the start of the meeting, if the union representative identifies himself or herself to the manager prior to the start of the meeting. During the formal discussion, union representatives may ask questions related to the meeting topic, state the Union's opinion on those topics, and

agree or disagree with Management's views, consistent with Management's right to conduct its meeting in an orderly manner.

2. Investigatory Meetings

- a. Consistent with 5 U.S.C. 7114 (a)(2)(B), as the exclusive representative, the Union shall be given an opportunity to be represented at any examination of an employee in the unit by a representative of the Agency in connection with an investigation if: (a) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (b) the employee requests representation.
- b. Absent exigent circumstances, once an employee chooses to exercise this right by requesting representation, no questioning will take place until the employee's representative has been provided a reasonable opportunity to be present. In the event a union representative cannot be reached after a reasonable effort, the employer may offer the employee the choice of continuing the interview unaccompanied by the union representative or having no interview at all. In any event, Management has the right to cancel or discontinue an interview at any time.
- c. When an employee requests a union representative for an investigatory meeting, the Agency will give the employee the maximum notice practicable (e.g. normally 1 or 2 days) of the rescheduled meeting to allow him or her to obtain representation. During the investigatory examination the union representative may ask clarifying questions; clarify issues, questions, and responses; and advise the employee. The union representative will not answer for the employee and will respect that the primary purpose of the meeting is for Management to seek information from the employee.

3. Employee Rights During Informal Resolution Meetings (per Administrative Grievance Procedure, Order 2771.1)

- a. Employees are strongly encouraged to discuss problems with the appropriate supervisor or managers prior to filing grievances. If the employee requests to discuss the issue in person or by telephone or VTC, if needed, with the appropriate supervisor or manager, the supervisor or manager is strongly encouraged to hold an informal resolution meeting. If the supervisor or manager chooses not to hold the informal meeting with the employee, the supervisor or manager will notify the employee in writing in a timely fashion (e.g. normally within 1 or 2 days of the request), acknowledging that the employee made the request. When a meeting is scheduled, the employee has the right to have union representation at this meeting. If the employee chooses to have a union representative present at this meeting, the employee must contact the Union to make the necessary arrangements, and the Union must notify Workforce Relations that it is representing the employee. This informal resolution meeting will be conducted within the following guidelines:
 - i. Supervisors and managers will make every effort to schedule the requested informal resolution meeting as soon as possible prior to the deadline for filing a grievance (within 7 working days for a meeting regarding an appraisal or rating; for a meeting for any other matter, within 15 calendar days).

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- ii. The supervisor or manager will inform the employee of the outcome of the informal resolution meeting as promptly as possible to allow the employee to meet the appropriate deadline for filing a grievance, if the employee chooses to do so.
 - iii. In the event that schedules, mission-related work or travel, or other circumstances prevent scheduling, holding, or providing the outcome of the informal resolution meeting such that the employee does not have a reasonable number of days to prepare and file a grievance, the employee may request that the date for filing the grievance will be extended. Such requests will not be unreasonably denied.
 - b. In the case of providing a bargaining unit employee feedback entailing a “below meets expectations” rating in any competency, the supervisor or manager of such employee shall hold an informal resolution meeting if the employee requests such a meeting, and the employee will have the right to have a union representative at this meeting arranged and conducted in accordance with the provisions of Section 3(a) above.

4. Representation Provided by GAO Orders

The parties acknowledge that unit employees are entitled to representation in other circumstances as provided by GAO Orders. Employees have the right to request that a union representative serve as their employee representative in any of these circumstances, consistent with any procedure(s) and limitations set forth in the pertinent order.

5. Management Discretion to Permit Union Representation

The parties acknowledge that union representation in meetings, other than those described above, may be permitted on a case-by-case basis; and that this article in no way limits managers’ discretion to allow union representation in such additional meetings, at the request of unit employees or union representatives.

6. No Waiver

Nothing in this article should be construed as a waiver or expansion of the Union’s, unit employees’, or Management’s existing legal rights in regard to meetings between management and unit employees.

IV. Grievance/Arbitration

1. For those matters that are not excluded from coverage under either GAO Order 2771.1 or 5 U.S.C. 7121, the parties agree that the GAO Administrative Grievance Procedure (GAO Order 2771.1) will be the vehicle for resolving grievances with the additional step of binding arbitration. The arbitration provisions of this Agreement apply to grievances filed on or after the effective date of this Agreement.
 - a. The Union may invoke arbitration by notifying the Agency in writing of its decision to seek arbitration. Notice will be made to the Director, Workforce Relations (with a copy to the Managing Associate General Counsel, Legal Services) and must be received within 21 calendar days after issuance of the third step grievance decision.

- b. Within 10 calendar days from the date of the Notice of Arbitration, the Union will request that the Federal Mediation and Conciliation Service (FMCS) provide a list of seven impartial persons to act as arbitrators. The parties will meet within 14 calendar days after receipt of such a list to select an arbitrator. Each side will strike one name from the list in turn. The name remaining after each side has struck three names will be the selected arbitrator. The party to make the first strike will be determined by the toss of a coin.
 - c. All arbitrations will be held in the GAO Headquarters building with arbitrators from the Washington, D.C. metropolitan area unless the parties mutually agree otherwise in the interest of minimizing costs for grievances arising in a Field Office.
 - d. The selected arbitrator will specify the procedures to be used in the arbitration. The arbitrator will make all determinations on arbitrability/grievability and timeliness as a threshold matter, and prior to the presentation of evidence on the merits of the grievance.
2. The parties will share equally in all costs of binding arbitration with the following exceptions:
 - a. Each party will pay the cost of any transcript for its exclusive use. If the parties mutually agree to request a transcript, the cost will be borne equally. Additionally, the parties will share the cost of a transcript for the arbitrator.
 - b. Costs incurred due to cancellation or rescheduling the arbitration will be borne by the party requesting the cancellation or rescheduling, unless mutually agreed otherwise by the parties.
 - c. Consistent with minimizing costs for grievances, the parties will cooperate and encourage testimony of witnesses not located in the arbitration location via VTC to the extent possible. If it is determined that testimony via VTC is not satisfactory, each party will bear the costs of calling its own witnesses, exclusive of official time for GAO employees.
 - d. GAO will pay those travel expenses authorized by regulation, so that the grievant may attend up to four (4) days of the hearing at the Agency's expense. Any additional expenses for the grievant's travel will be borne equally by the Union and the Agency.

V. Use of GAO Resources

1. Union representatives may use GAO telephone, internet, photocopying, email and facsimile services to conduct representational activities.
2. The Interim Council Chair, Co-Chair or their designee may make reasonable use of the GAO VTC services for representational activities only, with advance notice and approval from the Director of Workforce Relations or his/her designee, including the regular weekly meetings of the Union Interim Council or its successor.
3. GAO will allow union representatives to use the GAO travel system to acquire transportation and lodging for union-related travel that is not reimbursed by GAO.

4. GAO will provide a link on the GAO intranet homepage's main screen to the GAO Union's website, <http://www.gaoanalysts.org>.

VI. Notice of Proposed Changes in Conditions of Employment

1. In the event GAO is required by law to provide employees advance notice and an opportunity to comment on a proposed change in negotiable conditions of employment, GAO will provide the Union with reasonable advance notice and an opportunity to comment on the notification that will be provided to employees. The advance notice will identify proposed changes and explain the reasons for the change and the intended effect of the change. Should GAO elect to proceed to implement the proposed change in any form subsequent to the employee comment period, GAO will follow the procedures prescribed by paragraph 2 of this article.
2. GAO will submit reasonable advance written notice of proposed changes to GAO Orders or other changes affecting negotiable conditions of employment of bargaining unit employees, to the Interim Council Chair, Co-Chair, or designated alternate, and where appropriate Interim Council Representatives or their designees (e.g. when a notice of change primarily affects a single mission team or Field Office), and IFPTE General Counsel (or designated alternate) by email or other written communication. Failure to include all individuals listed in the preceding sentence shall not be considered failure to notify the Union, so long as the Interim Council Chair, Co-Chair, IFPTE General Counsel, or their respective designees are notified. The Union will submit a request to bargain in writing within fourteen (14) calendar days. The Union will submit written proposals within fourteen (14) calendar days from the date of the Union's request to bargain. Official contact with GAO will be made by email or other written communication to the Director of Workforce Relations (or designated alternate).
3. Representatives of the parties conducting negotiations shall be an equal number jointly agreed by the parties based on the scope and complexity of the negotiations. Consistent with 5 U.S.C. 7131(a), the number of employees for whom official time is authorized to conduct negotiations shall not exceed the number of individuals designated as representing GAO. This provision does not preclude the participation of technical experts as jointly agreed by the parties. The parties may utilize email or other electronic means as an efficient method of bargaining. The parties will use their best efforts to utilize telephone and video conference meetings to conduct negotiations involving both headquarters and field office personnel. The parties acknowledge that face-to-face meetings are frequently needed to facilitate the resolution of negotiations. GAO will consider any requests to pay the travel, per diem and lodging expenses of union bargaining committee members who must travel from GAO Field Office locations to participate in face-to-face negotiations conducted under this provision.

VII. Dues Withholding

The parties agree that after processing of the initial group of dues withholding forms, the Agency will process dues withholding deductions in a timely manner, normally within 1 pay period.

- 1) Employees wishing to initiate or terminate dues withholding will utilize GAO Form 676 or 677.

- a) Completed and signed forms should be submitted to the Workforce Relations Center, Suite 1165, in GAO Headquarters for processing.
 - b) Field staff can 'pouch' their signed forms to Workforce Relations. In addition, all employees have the option to scan a copy of their signed GAO 676 or 677 forms into a PDF file and email it to Workforce Relations at WorkforceRelations@gao.gov.
 - c) GAO agrees that employees need include only the last 4 digits of their Social Security Number (SSN) where SSN information is requested on GAO Form 676 and 677.
- 2) GAO agrees to provide the Union every other pay period an updated list of the bargaining unit, along with updates of any 676 or 677 forms filled out.
- a) The unit list updates will include the following:
 - i. Last, first, and middle names (separated into three cells)
 - ii. Location
 - iii. Team
 - iv. Band (PDP, Band I, IIA and IIB)
 - v. Work email and number
 - vi. Role/job (e.g., analysts, economists, CA)
 - vii. 676/677 status


GAO agrees that this information will be treated as confidential and management access to it will be limited to administrative and human capital personnel who are responsible for the processing and maintenance of bargaining unit information or dues withholding information. In the event that this information is disclosed to any other person not described in this paragraph pursuant to forms 676 and 677, GAO will notify the Union of the number of disclosures by category as listed in the privacy statement on the forms.


VIII. Precedence of Law


The terms of this Agreement are not precedential. Nothing in this Agreement waives or alters either GAO's or the Union's rights with respect to future negotiations over these same subjects, and either party is free to propose similar or different terms. By entering into this Agreement, the Union has not waived its right to bargain over any management proposed changes to GAO Orders over which the Agency has a duty to bargain and the Union reserves its right to bargain over any such proposed changes to GAO Orders made during the life of this Agreement, including those that are referenced in this Agreement. This Agreement will become effective upon approval by the Acting Comptroller General within 30 calendar days following execution of the Agreement by the parties or upon the expiration of the 30-day period for the Acting Comptroller General's review following execution of this Agreement by the parties, unless the Acting Comptroller General disapproves this Agreement within the 30-day period because it is not in accordance with law, rule or regulation. This Agreement will remain in effect until the effective date of a master term collective bargaining agreement, unless the parties mutually agree to modify the Agreement.


Executed this 23 day of October, 2008:

For the GAO:


Eric R. Adams
Dir. of Workforce Rel. (WR), GAO
Chief Negotiator



Jade Mariano, Sen. WR Spec., GAO
Negotiator



Paul Ullman, WR Spec., GAO
Negotiator

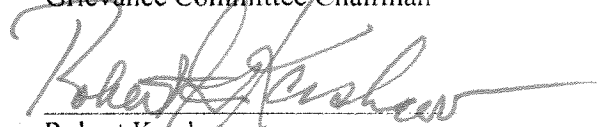

Lisa Belasco, Senior Attorney, GAO
Negotiator

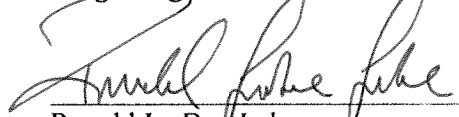
For the Union:

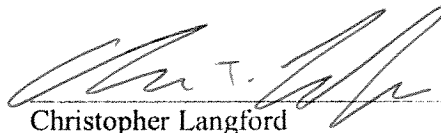

Leo Acosta
Bargaining Committee Member

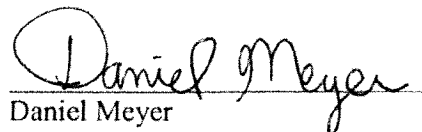

Jacqueline Harpp
Bargaining Committee Member



Ethan Iczkovitz
Grievance Committee Chairman


Robert Kershaw
Bargaining Committee Member



Ronald La Due Lake
Chairman, Interim Council


Christopher Langford
Bargaining Committee Member


Daniel Meyer
Bargaining Committee Chairman


Jonathan Tumin
Bargaining Committee Member

Approved:


Gene L. Dodaro
Acting Comptroller General

11/7/2008
Date