

**GAO Employees Organization Assembly  
Minutes of Special Meeting  
Wednesday, March 18, 2009  
3:30 PM EDT/12:30 PM PDT**

**Overview of Master Contract Process with IFPTE General Counsel**

Chair: Ron La Due Lake  
Recording Minutes: Suzanne Rubins

**Attendance:**

Ron La Due Lake took the roll: please see attached record of attendance.

**Guests:**

We were joined by Julie Clark, General Counsel for IFPTE, and GAO bargaining unit members Chris Langford and Meghan Hardy in Headquarters, Adam Smith in Norfolk, Sharon Kittrell in Atlanta and Charlie Shivers in Dayton.

**Bargaining committee vacancies:**

Ron La Due Lake announced 2 vacancies on the bargaining committee to replace members who were on the Interim Council but not the Assembly. We need one member from GAO Headquarters and one to represent PDP staff. If interested, please contact Todd Anderson, the Chair of the Elections Committee, and/or Ron La Due Lake.

**Master contract basics:**

Negotiating the master contract is perhaps the most important activity of a union local, and Julie Clark, General Counsel for IFPTE, joined us to outline the basics so the Assembly and bargaining unit have a good sense of what lies ahead. Our discussion is summarized below. I have rearranged some of the questions and answers by topic rather than chronological order. Unless otherwise indicated, information was provided by Julie Clark.

What is a master contract?

**A.** It is a comprehensive self-contained document setting forth the agreements between union and employer regarding conditions of employment, addressing the full range of issues. It is intended to be durable and last several years.

**Q:** Are terms of 3-5 years typical?

**A:** Typically they last for 3-year terms; 5-year terms are more rare but still occur. Generally, most issues covered by the contract don't change that often but the terms provide each party the opportunity to address things that might need to be updated. Major contract changes are relatively rare in stable workplaces.

## Special Assembly Meeting Minutes 3-18-2009

Because GAO can negotiate pay, we will continue to have annual pay agreements. Our interim contract addressed some basic rules regarding arbitration and official time. Private sector unions will have an employee handbook that address many working conditions like hours, appraisal process, etc. For us, it's the GAO Orders and, eventually, the master contract.

### Why do we need one?

**A.** It defines expectations and entitlement for both employer and employees.

**Q.** Members of the Congressional Research Service (CRS) union have described difficulty negotiating some things that GAO employees already have, such as telework and flexible starting time. GAO employees already have many things that we value like flexiplace and flexitime that promote work-life balance. How do we relay the need for a master contract to our colleagues?

**A.** There's a lot at GAO that's not broken and doesn't need to be fixed. The best way to protect the things that we value is to ensure that they cannot be changed unilaterally. It is not uncommon for master contracts to address working conditions that are attractive and employees want to retain. Sometimes there's a discrepancy between written agency policy and actual practice: if we want to keep the practice that is really happening, we need to specify what that is in our proposals. It's easier if the benefits employees have are already outlined in and consistent with written agency policy.

The challenge is to create a binding agreement that recognizes flexibility—it can be hard to specify in writing exactly what the flexibility is. This can work if both sides can commit to making their best effort to describe and recognize their interests. Employers can retreat to following strict written policy rather than more flexible reality, and that would be a loss. Putting language in to allow local application, etc. can help. Hours of work and flexible schedules, telework, are the main things that people need to protect. It's also important to ensure that flexibility is administered fairly, without selective application or favoritism.

**Q.** [providing example] Obtaining compensatory time for travel has been a sore point. The requirements for requesting and documenting it are cumbersome and some managers and supervisors handle it informally in a common-sense way. The down side is that it can be implemented differently . . . some people get a fairer deal than others, but putting a stop to the informal practice would be a step backward for those who have benefited from it.

### What is the process?

**Q.** Should we have committees, survey the bargaining unit, etc?

**A.** Surveys are very useful both to inform the bargaining unit and obtain opinions that can help the Assembly determine priorities. The Assembly's current effort to research tables of contents from other contracts and GAO orders to compile a broad set of negotiation topics is the right way to start out.

## Special Assembly Meeting Minutes 3-18-2009

After determining what the subjects of contract negotiation will be, a survey can be very helpful. The union needs to know what works well across the board, what works well only for some people and not others, and what problems there are in the experience of the bargaining unit. You'll need to establish working groups in addition to the bargaining committee to help with something this big.

(Ron La Due Lake): The Assembly will review the list of topics and begin to prioritize next week, then we'll decide how to move forward and get more people involved.

### What resources will be required? (and more on process)

A. If GAO management is really interested in following an interest-based process, it will engage in working on specific matters without locking horns over whether the matters are negotiable and let that question be resolved by technicians. Well-crafted ground rules will help ensure that the negotiations address interests rather than technicalities.

It will be useful to take on the negotiation process full time rather than a few days a week or one week a month. It takes a lot of preparation and should be approached like a full-time job. Significant legal support will be necessary the first time around: this is true for any organization for its first master contract. The negotiability question is important: the union's proposals must be legal and not infringe on management rights. Any experienced negotiator can help with the process. We'll need a professional involved throughout, not necessarily at every meeting but available for advice.

Ground rules are especially important for a project of this size. They will cover topics like official time, travel for bargaining committee members, etc.. This will be like an engagement for those involved: should they be working on it full time? The work will need to be planned to ensure it takes place efficiently. A written document of the "rules of the road" can really help later on, especially if things get tense. The ground rules can be changed with mutual agreement.

**Q.** Can you provide the basic definition for the interest-based process?

A. Rather than traditional negotiation, which is premised on a zero-sum game with winners and losers, each party defines its interests and expectations and the parties work to develop an article in the contract that meets both those interests. (Chris Langford) The basics of interest-based bargaining are outlined in the book *Getting to Yes*.

**Q.** [Labor relations consultant] Joe Swerdzewski noted in recent training the value of a neutral facilitator and joint training for both parties before starting negotiation.

A. This can be very helpful, but it can be expensive to have a facilitator present throughout the entire negotiation. Even without that, starting out with joint training can be very helpful, often including a case study that the group works out together. Then, once negotiations start, the parties can agree that they can bring in a facilitator under certain conditions so it's not necessarily all or nothing.

## Special Assembly Meeting Minutes 3-18-2009

**Q.** The Federal Mediation and Conciliation Service not only does conflict resolution, but has neutral facilitators. If we use this service, most of the cost would come out of public funds.

[Note: see [www.fmcs.gov/internet](http://www.fmcs.gov/internet) SR 3/18]

**A.** FMCS services are paid for by the taxpayer, but their mandate is to provide services once parties have reached impasse. If facilitators are available earlier on, this would be useful and worth considering. The agency may be expanding its mission in this way under the new administration.

**Q.** We'll need to determine whether FMCS legally can provide this service to GAO as we're in the legislative branch.

**A.** Yes; it might be a good idea to ask the PAB first as they have the conflict resolution role for GAO.

**Q.** Is it helpful to have time frames for different stages of the negotiation?

**A.** Time frames are often helpful, as there are so many ways that negotiations can be waylaid.

**Q.** Is this the right place to press for rights that affect a specific group of individuals, for example, extending family and medical leave benefits to domestic partners?

**A.** Yes, it is, especially regarding orders affecting benefits that should be enhanced in some way for fairness and equity. This is the reason to review our current orders and identify areas where they need to be updated or enhanced in some way to apply fairly to all. If the union is successful in getting expanded family leave in the contract (which applies only to the bargaining unit), GAO would probably apply the policy generally to all employees. The difference is, GAO could not later change this policy unilaterally with respect to the bargaining unit.

**Q.** There's a complicated interface between GAO orders and negotiation. GAO is legally requirement by the Personnel Act of 1980 to open all orders and changes to orders to employee comment. If negotiations are viewed as changes to the orders and handled according to that requirement, everything we negotiate that involves changing an order would have to go for comment, which would create a major burden for our negotiation process. Does the collective bargaining agreement trump the orders? Should we establish in the ground rules that we are engaging in collective bargaining, not rewriting orders, and that it's up to GAO to bring its own orders up to speed if it wants? What we'd like to do is find things in the orders that we want to have changed, negotiate that change, and put it in the contract independent of the order revision process.

**A.** This is possible and the statute should not be an impediment to negotiation, especially as it was intended to benefit GAO employees. The contract trumps the orders in all areas that are negotiable. GAO cannot change the contract by changing orders. We should also be sure not to incorporate orders by reference in the contract.

## Special Assembly Meeting Minutes 3-18-2009

**Q:** Can we negotiate things we'd like to have that don't necessarily relate to pay, like 360 degree feedback?

**A.** It all depends on how things are drafted. The [federal labor relations] statute defines bargaining rights and rights reserved to management, such as the rights to assign work and determine performance standards. Some negotiation proposals are a little tricky to craft so as not to infringe on management rights. We can probably draft a proposal that would provide for 360 feedback opportunities and propose that it be communicated back to employees. There are also ways to propose standards that address areas where management rights exist: performance standards need to be consistent, clear to employees, and not applied arbitrarily for example. There are lots of examples about how other unions have negotiated performance standard systems in agencies that negotiate pay and have merit pay systems.

**Q.** This brings up the importance of having legal resources and a lot of time. What kind of commitment is involved? How many people have the time to do this?

**A.** (Ron) Nobody's schedule is free . . . the bargaining committee has started talking about it and the task does seem overwhelming. Management prefers both parties to have a chief negotiator and a team with a total of 5. We have not gotten too much further yet and do not currently have analysts available full time. CRS union representatives have told us they agreed to meet 1-2 days per week, with some weeks off, but noted that negotiations dragged out for years; their management was able to delay things because the ground rules didn't require a lot of face-to-face time. CRS union representatives recommended that our ground rules require a lot of direct negotiation time.

**Q.** In your experience with other unions, what, if any, distinction is made between members of the union and members of the bargaining unit who have not joined?

**A.** The conventional approach is to have those involved with bargaining and voting to ratify the contract be dues-paying members. There are other considerations. Every union, no matter how mature and well-organized, views contract negotiations as a way to educate and organize. It's especially important for a new union like us to involve all bargaining unit members as much as possible because we're still in the early phase of membership. Even absent that consideration, it's important to survey the entire bargaining unit to get full representation and reach out to all current and potential union members.

(Ron): It's been suggested that we designate Assembly delegates to do research on, and develop expertise on, one order or policy. This would develop expertise and provide information to the bargaining committee.

(Julie): This is a very good idea, you might develop a template to standardize the information that's been developed to help with transition if people leave and move on. You could include research on other contracts on the same matters covered in each GAO order.

**Q:** What about the availability of survey information?

## Special Assembly Meeting Minutes 3-18-2009

A. Surveys should be crafted so they can be made available, they form the basis for the union's bargaining position. (Ron and others): comprehensive surveys can be helpful and the results can bolster the union's position during negotiations . . . the Assembly and bargaining committee on their own may have good ideas, but data on the percentage of employees who agree, etc., is much more powerful and credible. In addition, it will keep the bargaining unit informed and increase support for the agreement in advance of a ratification vote.

Q. What are the prospective costs?

A. Julie will be available as much as possible, and IFPTE has retainers in place for short-term legal research for resolving questions and drafting proposals.

Q Most labor lawyers know a lot about executive branch but not necessarily the legislative branch and specifically GAO: not all provisions of Title V apply, so we'll need some special assistance. [*Note: reference is to Title V of the United States Code; Chapter 71 covers federal labor relations, SR 3/18*]

A. GAO is required to adopt a labor relations program that is consistent with Title V Chapter 71. However, parts of GAO's labor relations order are not consistent and should be challenged and may be resolved through discussion and a well-reasoned legal opinion letter. Some of these discrepancies are very glaring.

Q. What about leaving matters up to local agreement?

A. This is a valid option, in particular regarding field office space, for example.

Q. Shouldn't there be a uniform way to do things among all field offices? Some have better, fairer ways to do things than others. What about a best practices approach?

A. It's always hard to decide whether flexibility or standards is the preferred approach. It might be a good idea to have all the field office representatives get together and determine which is best. Another approach is to develop a set of guiding principles and/or a set of minimal standards, retaining some flexibility within those bounds.

Q. Re ground rules and full-time negotiation: how are the appraisals to be affected for people who are engaged in a lot of union-related work?

A. (Ron) The bargaining committee has met with management to discuss management's proposed ground rules and raised this question, noting the substantial time commitment required. Management is going to look into how to address performance appraisals when people are off-line doing union work. (Julie) One approach might be to apply the appraisal for the time spent doing GAO work to the entire review cycle without penalty; time spent negotiating pay, etc. should not be provided at the expense of performance rating.

(Julie): Her understanding was that there will be a separate pool of time for master contract negotiation, both for the bargaining team and those doing research to support the effort.

## **Special Assembly Meeting Minutes 3-18-2009**

### What are past practices and how are they documented?

**Q.** A past practice is a working condition that is not in writing, but has been going on for a long period of time and is known and acknowledged by both employees and management. Management cannot change a past practice without negotiating with the union. Now that we're involved in the "wish list" for the master contract negotiations, we need to ensure that we look not only at the orders, but that we incorporate past practices—unwritten working conditions that we want to memorialize. A common example in white-collar environments is eating lunch at the desk: there may not be a policy allowing this, but if people are accustomed to doing it, a sudden memo prohibiting it would not be taken lightly.

It's incumbent on the union to be aware of these practices and have a written proposal that specifies the past practice. Also be aware that as soon as this is done, management will come back with a proviso, etc. Documenting the past practices is the union's responsibility.

### **Official time:**

Official time: because this relates to training for master contract negotiation, 2 hours will be chargeable to the regular LMR job code.

### **Adjournment:**

We thanked Julie Clark for her time and the meeting was adjourned at 5:05 PM Eastern.

**ATTENDANCE RECORD FOR GAO UNION ASSEMBLY MEETING**  
**Wednesday, March 18, 2009**

(Note: Attendance record indicates representatives who attended the applicable Assembly meeting at least at some point during the meeting.)

24 present, 13 absent, 3 vacancies

Mar 18, 09

<b>Representative</b>	<b>Assembly Delegate Seat</b>	<b>Attendance</b>
Lorene Sarne	ASM	Y
Virginia (Jenny) Chanley	ARM	Y
George Duncan	DCM	N
Scott Spicer	EWIS	N
Arkelga Braxton	FMA	Y
Vacant	FMCI	
Nancy Fasciano	HC	Y
Jonathan Tumin	HSJ	N
Henry Sutanto	IT	Y
Vacant	IAT	
John Johnson	NRE	N
Vacant	PI	
Steve Berke	SI	Y
Jacqueline Harpp	Diversity, African Americans	Y
Eddie Uyekawa	Diversity, Asian Americans	N
Nancy Zearfoss	Diversity, age 40 or greater	N
Suzanne Rubins	Diversity, disabilities	Y
Beverly Ross	Diversity, GLBT employees	Y
Roberto Pinero	Diversity, Hispanics	N
Jennie Apter	Communication Analyst Delegate	N
Karen Febey	Band I At-large Delegate	Y
Elke Kolodinski	PDP Field - among, field	N
Sara Olds	PDP HQ - among	Y
Stephen Robblee	PDP Within (HQ & field)	Y
Cynthia Forbes	Atlanta	Y
Susan Etzel	Boston	Y
Stephen Ulrich	Chicago	Y
Ronald Salo	Dallas	Y
Sandra Davis	Denver	Y
Sean Seales	Dayton	N*
Beverly Breen	Huntsville	N
Rebecca Kuhlmann Taylor	Los Angeles	N
Gina Hoffman	Norfolk	Y
Leo G. Acosta	San Francisco	Y
Pamela Vines	Seattle	Y
Lise Levie	VP, Grievances	Y
Dan Meyer	VP, Field Ops	Y
Kristi Karls	Treasurer	Y
Ron La Due Lake	President	Y
Lee Carroll	Secretary	N

Sean Seales could not attend but arranged for a non-voting member to observe.