



INTERNATIONAL FEDERATION OF
PROFESSIONAL & TECHNICAL ENGINEERS
AFL-CIO & CLC

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July 30, 2007

Joan M. Hollenbach
Managing Associate General Counsel
U.S. Government Accountability Office
441 G Street, NW
Washington, D.C. 20548

Re: Unfair Labor Practice Charge of June 21, 2007

Dear Ms. Hollenbach:

I am writing to memorialize our resolution of the above referenced matter. The Unfair Labor Practice charge filed pursuant to GAO Order 2711.1§15(b) with David M. Walker (the charged party) on June 21, 2007 is hereby withdrawn with prejudice in consideration for the agreements stated in the attached Memorandum of Understanding (MOU) regarding the parties' conduct during the upcoming election period.

We hope that on the basis of the mutual agreements stated in the MOU, we can protect to the maximum extent possible the employees' self-organizational rights as we proceed to the September 19, 2007 representation election.

Thank you for your attention to this matter.

Sincerely,

Julia Akins Clark
General Counsel

cc: Anne M. Wagner, General Counsel
Personnel Appeals Board

Memorandum of Agreement
Between the United States Government Accountability Office and GAO Employees
Organization, International Federation of Professional and Technical Engineers
Regarding Representation Election Conduct

GAO and the GAO Employees Organization, International Federation of Professional and Technical Engineers (the GAO Employees Organization, IFPTE) acknowledge that:

1. GAO and the GAO Employees Organization, IFPTE are prohibited from engaging in unfair labor practices as set forth in 5 U.S.C. §§ 7116(a) and 7116(b), respectively, and GAO Order 2711.1 § 12 (a) and (b) respectively.
2. GAO management is required to remain neutral during the representation process and its conduct must be consistent with 5 U.S.C. § 7116(e), and GAO Order 2711.1 § 12(e).
3. Both GAO and the GAO Employees Organization, IFPTE have the legal right to file an unfair labor practice (ULP) charge regarding alleged inappropriate representation election conduct if they conclude that particular facts and circumstances so warrant.

THEREFORE in the interest of reaching an amicable resolution to such disputes and protecting the employees' interest in exercising their right to engage in self organizational activities, GAO and the GAO Employees Organization, IFPTE agree to the following informal dispute resolution process with regard to the above listed protections.

In the event the GAO Employees Organization, IFPTE believes that GAO management has committed an unfair labor practice (ULP) with respect to representation election conduct, the GAO Employees Organization, IFPTE shall notify GAO seventy-two (72) hours (exclusive of weekends and holidays) in advance of filing the thirty-day notice of intent to file a ULP with the charged party.

In the event GAO believes that the GAO Employees Organization, IFPTE has committed an ULP with respect to representation election conduct, or that IFPTE or other representatives of the GAO Employees Organization, IFPTE, has made a statement, which GAO believes in good faith to be false or misleading, GAO shall notify the GAO Employees Organization, IFPTE seventy-two (72) hours (exclusive of weekends and holidays) in advance of filing the thirty-day notice of intent to file a ULP with the charged party, or issuing any statement of correction with regard to such above-described statement.

The seventy-two (72) hour notice shall be provided both orally via telephone and in writing via email to the individual who signed this agreement, who is herein designated by GAO and the GAO Employees Organization, IFPTE to receive such notices, or such person's designee, as designated in writing by said individual. The notice shall specifically identify the alleged ULP or statement requiring correction, date of the ULP or statement requiring correction, and the remedy being sought.

After receipt of the notification, the parties shall expeditiously engage in a good faith effort to informally resolve and remedy the alleged ULP or statement correction claim. If the dispute cannot be resolved within 72 hours (exclusive of weekends and holidays), GAO or the GAO Employees Organization, IFPTE, as appropriate, shall have the right to file the thirty-day notice of intent to file a ULP and/or issue a statement of correction.

This agreement shall expire at 5:00 PM Eastern Daylight Time on Wednesday, September 12, 2007.



For GAO management

Date: 7/30/07



For IFPTE

Date: July 27, 2007