

Article 41

Labor-Management Forums

Section 1. Introduction

The parties agree to establish a full partnership relationship entitled the National SSA/AFGE Labor-Management Forum (NLMF).

The parties recognize that a new relationship between labor and management is essential for transforming the Social Security Administration into an agency that works more efficiently and effectively and better serves customer needs. In the interest of performing the Agency's mission, providing efficient and effective service to the public, and improving morale and the quality of work life for employees, the Parties will strive for engaging with each other in a cooperative, collaborative manner. This new relationship involves the open sharing of information at the earliest pre-decisional stage, thereby engendering mutual trust and respect to better serve the Agency's mission. Therefore the parties agree to adopt and follow the December 9, 2009, Executive Order: Creating Labor-Managements Forums To Improve Delivery of Government Services.

25 **Section 2. Purpose**

26

27 **The purpose of the National SSA/AFGE Labor-Management Forum (NLMF)**
28 **is to design, implement, and maintain within the Social Security**
29 **Administration a cooperative constructive working relationship between**
30 **labor and management, identify problems and craft solutions. To that end,**
31 **the parties will make the investment necessary to establish an atmosphere**
32 **of mutual respect and trust in accomplishing the Agency’s mission. This**
33 **includes open and honest communication with a view toward recognizing**
34 **and addressing the interests of the parties.**

35

36 **Section 3. Objectives**

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38 **In order to achieve this purpose, the parties agree to the following**
39 **objectives.**

- 40 **1. Improve SSA’s service delivery, enhance customer satisfaction,**
41 **implement congressional mandates in an efficient and cost**
42 **effective manner, to reduce stress in the workplace and create an**
43 **employee friendly work environment, and to create opportunities**
44 **for employees to advance and perform at their potential.**
- 45 **2. Ensure the establishment of a cooperative and productive forum**
46 **will include:**

- 47 **(a) Pre-decisional involvement in all workplace matters to**
- 48 **the fullest extent practicable, without regard to whether**
- 49 **those matters are negotiable subjects of bargaining**
- 50 **under 5 USC 7106;**
- 51 **(b) Identification of issues and problems by both parties;**
- 52 **(c) Sharing of information which includes equal access to**
- 53 **appropriate, timely and confidential information;**
- 54 **(d) Craft solutions;**
- 55 **(e) Reaching joint agreements and making joint**
- 56 **recommendations;**
- 57 **(f) Use of alternative dispute resolution and facilitation;**
- 58 **(g) Integration of interests;**
- 59 **(h) Cooperation;**
- 60 **(i) Mutual respect;**
- 61 **(j) Open communication;**
- 62 **(k) Trust;**
- 63 **(l) Minimizing or eliminating collective bargaining**
- 64 **disputes; and**
- 65 **(m) Publicizing partnership successes at all levels.**

66 **3. Develop a framework within which management and the union at**
67 **the component, regional, and local levels can craft effective NLMF**
68 **decisions.**

- 69 **4. Ensure that the process shall be interest-based; i.e., the legitimate**
70 **needs and interests of all participants must be examined and**
71 **understood before generating options.**
- 72 **5. Ensure that options be developed jointly and tested against jointly**
73 **held criteria.**
- 74 **6. Utilize mediation/arbitration when an agreement cannot be**
75 **reached on issues under consideration by the parties.**
- 76 **7. Provide necessary training to accomplish NLMF objectives as per**
77 **Section 8.**
- 78 **8. Bargain in good faith, including bargaining on issues which fall**
79 **under 7106 (b)(1). Every effort shall be made to reach agreements**
80 **that address the interests of both parties.**

81

82 **Section 4. Labor-Management Forums (LMFs)**

83

- 84 **A. The parties agree to form LMFs, at the Agency level, Component level,**
85 **and Regional level. There will be Regional LMFs in each Region in the**
86 **FO, OQP, and ODAR Components. Each Payment Center/Regional**
87 **Office will establish a LMF. In Headquarters, there will be a LMF**
88 **established at all Deputy Commissioner levels. WBD0C will establish**
89 **a LMF. The National Health and Safety LMF for Security will be re-**
90 **established. LMFs at Inter-Component levels, below the national level,**
91 **will be implemented at the election of the Union.**

92

93 **B LMFs shall include an equal number of Administration and Union**
94 **appointed members.**

95

96 **C. LMFs shall abide by the general principles set forth above.**

97

98 **D. The LMFs shall meet on a regular basis, at least monthly.**

99

100 **E. The LMFs shall develop a written agenda with topics being submitted**
101 **by either party.**

102

103 **F. LMF meetings will always be attended by the principal or their**
104 **principal designees only.**

105

106 **G. Travel and per diem for all LMF activities shall be paid by the**
107 **Administration in accordance with the Federal Travel Regulations.**

108

109 **H. While participating in LMF activities, all bargaining unit members will**
110 **be considered on duty status and not on official time. In the event**
111 **these activities are conducted beyond normal duty hours, members**
112 **will be compensated in accordance with applicable law and this**
113 **Agreement.**

114

115 **Section 5. Communications**

116

117 **The LMFs shall foster open communications through timely sharing of all**
118 **information that will affect the relationship of the parties. The parties will**
119 **have equal access to information as appropriate and necessary.**

120 **Information identified as confidential will be respected. The Co-**

121 **Chairpersons shall be responsible for the distribution of all**

122 **correspondence, etc., to all members of the LMF. The LMF shall establish**
123 **an open line of communication that is available to all members of the LMF.**

124

125 **Minutes will be recorded at each LMF meeting and distributed to each**
126 **member prior to the regular meeting. Minutes from the prior session will**
127 **be read and approved at the LMF meetings. All Agreements reached by the**
128 **LMF shall be distributed to each LMF member for review and comment**
129 **prior to final signatures.**

130

131 **The meeting place for the National LMF and Component level LMF will be in**
132 **Baltimore-Washington metropolitan area, unless the parties mutually agree**
133 **to another location. The Regional/Inter-Component LMF meetings will be in**
134 **the metropolitan area of the Region/Inter-Component LMF. These meetings**
135 **will take place at least monthly on a date mutually agreed to by the parties.**

136 **The parties may meet more often by mutual agreement.**

137

138 **Between regular LMF meetings, video conferencing and teleconferencing**
139 **will be utilized as an effective means of communications with LMF**
140 **members. The results of these conference calls will be reported at the next**
141 **scheduled LMF meeting.**

142

143 **Section 6. LMF Operation Process/Procedures**

144

145 **A. An issue can be proposed for LMF consideration by either the union**
146 **or management.**

147

148 **B. Whether or not to accept and then jointly decide an issue within the**
149 **LMF agreement will require a joint consensus decision at the outset.**
150 **After establishment and training of each LMF, the parties will address**
151 **issues to be accepted by the parties for consideration. Each party will**
152 **be entitled to propose issues for consideration. It is agreed that**
153 **consensus will be reached to initially accept at least (2) two union and**
154 **(2) two Agency issues for LMF consideration.**

155

156 **C. The parties agree that every effort should be made to avoid disputes**
157 **over whether a proposal is non-negotiable because it conflicts with**
158 **management or union rights. Rather, the parties shall focus on the**
159 **intent of the proposal and on ways to reformulate it in a manner that**
160 **does not result in conflict.**

161

162 **D. If the parties do not wish to accept an issue for consideration, these**
163 **matters will be handled under collective bargaining procedures using**
164 **interest-based techniques.**

165

166 **E. When an issue is accepted for resolution by LMF members, they will**
167 **first agree upon a time deadline, if appropriate.**

168

169 **F. Issues that have been accepted for resolution will be discussed in**
170 **good faith, using interest-based discussions in the search for an**
171 **integrated solution that will be based on the legitimate interests of all**
172 **the parties. Every effort will be made to reach a consensual**
173 **agreement within the agreed-upon timeframe, and to avoid framing the**
174 **issue into a rights-based bargaining dispute.**

175

176 **G. Any LMF below the National LMF level can elect to refer disputes to**
177 **the NLMF for attempted resolutions prior to exercising Dispute**
178 **Resolution Rights.**

179

180 **H. Dispute Resolution Process – Mediation/Arbitration**

181

182 **1) If a dispute is referred to the NLMF for resolution and such**
183 **resolution is unsuccessful or if a LMF elects not to refer a dispute**

184 **to the NLMF, either party in a LMF dispute can refer the dispute to**
185 **mediation and the parties will utilize the list of mediators derived**
186 **pursuant to Article 40.**

187

188 **SSA will pay for all travel and per diem expenses of the Union**
189 **participants pursuant to Federal travel regulations. Any mediation**
190 **expenses will be paid by the Agency.**

191

192 **2) If mediation of a LMF dispute is unsuccessful, either party may**
193 **refer the dispute to mediation-arbitration. The parties will request a**
194 **list of mediator-arbitrators from FMCS for the geographical area**
195 **where the dispute arose. The parties will alternately strike**
196 **mediator-arbitrators until one is selected. The mediator-arbitrator**
197 **will conduct meetings in an attempt to resolve the dispute through**
198 **mediation. If mediation is unsuccessful, an arbitration hearing will**
199 **be conducted to resolve the dispute.**

200

201 **3) Decisions by the mediator-arbitrator will be binding and final on the**
202 **parties. SSA will pay for all travel and per diem costs pursuant to**
203 **Federal Travel regulations. Fees for the mediator-arbitrator will be**
204 **shared by the parties.**

205

206 **Section 7. Structure**

207

208 **The NLMF will be comprised of individuals occupying the following**

209 **positions:**

210	<u>Management</u>	<u>Union</u>
211	Commissioner (1)	AFGE National President (1)
212	Principal Deputy	General Committee
213	Commissioner (1)	Spokesperson (1)
214	Deputy Commissioners (6) or	Component Heads (6) or
215	Asst. Deputy Commissioners	the Principle Designees

216

217 **The intent is to have not more than 8 members each from the Union and**

218 **Management.**

219

220 **Each party will select their Co-Chairpersons. The responsibility for**

221 **chairing the LMF Meeting will be rotated between the chairpersons.**

222

223 **Section 8. Training**

224

225 **The parties agree that for this process to succeed, all participants require**

226 **training. Therefore, joint training will be provided to all partnership council**

227 **participants and all potential participants in 5 USC 7106 (b)(1) negotiations.**

228 **Such training will cover cooperative problem solving techniques, interest**

229 **based discussion techniques and alternate dispute resolution processes.**

230 **Such training will be concluded within 120 days of the effective date of this**
231 **agreement. The parties agree that this training will need to be conducted**
232 **on a continuing basis to reflect new approaches and to meet the training**
233 **needs of new participants to the LMFs.**

234

235 **A. Labor-Management Forum Training**

236

237 **Training for LMF members, including the designees, will be provided by a**
238 **vendor. It will generally consist of the following:**

239 **Conflict resolution**

240 **Interest-based discussion techniques**

241 **Consensual dispute resolution**

242 **The length of the training will be a minimum of three (3) days. Training will**
243 **be offsite at locations determined by mutual consent of the parties.**

244

245 **B. Train the Trainer**

246

247 **Training for management and union officials who engage or potentially**
248 **engage in 5 USC 7106 (b)(1) negotiations will be provided by internal SSA**
249 **resources. Trainers for these officials will be trained through a vendor to**
250 **be selected in accordance with procurement rules. Trainers will be**
251 **selected from management and the union in equal numbers to be**

252 **determined at a later date. The length of such training will be a minimum of**
253 **two weeks in duration.**

254

255 **C. Training for Negotiators**

256

257 **Training for negotiators will consist of:**

258 **Conflict resolution**

259 **Communications techniques for conflict resolution**

260 **Interest-based discussion techniques**

261 **Consensual Dispute Resolution**

262 **The length of this training will be a minimum of (5) five days. Training will**
263 **be completed within 120 days of the effective date of this agreement.**

264

265 **D. Facilitators for Bargaining Groups and LMFs**

266

267 **Facilitators will be assigned to each LMF meeting and all bargaining**
268 **sessions. The Union will select (25) twenty-five union representatives to be**
269 **trained for this purpose. Trainers for these facilitators will be trained**
270 **through a vendor to be selected in accordance with procurement rules and**
271 **in conjunction with the Office of Learning. The length of this training will**
272 **be a minimum of (5) five days. Training will be completed within 120 days**
273 **of the effective date of this agreement. Management will use facilitators**
274 **previously trained on these techniques.**

275

276 **Section 9. Component and Regional LMFs**

277

278 **A. Membership in LMFs will be re-established as stated in past Partnership**
279 **Agreements, Memorandum of Understandings (MOU's), and Charters**
280 **established for Component/Regional level LMFs such as the**
281 **ODISP, ODAR, DCHR, OQP, OCO, SYSTEMS, PSC, and FO/TSC. LMFs**
282 **will review previous Agreements, MOU's, and Charters for adoption or**
283 **revision.**

284

285 **B. Where Regional LMFs did not previously exist, membership will consist**
286 **of at least one participant from each union local within the Region and an**
287 **equal number of management participants. There will be a minimum of**
288 **(5) five union and (5) management members in each such council.**

289

290 **New Regional LMFs will be required to negotiate a Charter. When an**
291 **agreement on a Charter cannot be reached, either party can refer the**
292 **dispute to the Partnership Mediation/Arbitration Dispute Resolution**
293 **Process.**

294

295 **Section 10. National Health and Safety LMF Committee for Security**

296

297 **The parties agree to adopt the August 1996 Charter for the National Health**
298 **and Safety LMF Committee for Security (NHSLMFS) where it does not**
299 **conflict with this Article. The NHSLMFS will review the Charter as its initial**
300 **order of business and be empowered to re-negotiate such Charter. If the**
301 **parties cannot reach agreement on re-negotiating the NHSLMFS Charter,**
302 **such dispute will be resolved through the LMF Mediation/Arbitration**
303 **procedure.**