

BEING MANAGEMENT/BEATING MANAGEMENT:  
UNIONS, STRATEGY, AND CONFLICT MANAGEMENT SYSTEMS

A Thesis

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## ABSTRACT

This thesis explores the interconnection between old and new actors as well as programs for conflict management in the workplace: unions and Integrated Conflict Management Systems (ICMSs). ICMSs are designed to provide an interconnected web of conflict resolution options and services to employees with ultimate aim of creating organizations that can productively manage conflict. Given that ICMSs have primarily been used by and researched in non-union organizations, this study investigates the interaction of ICMSs with traditional conflict resolution approaches and procedures found in unionized workplaces. Using a comparative case research design, the study investigates the reasons why three local unions in a large U.S. government agency take different positions on the desirability of a conflict management system. It finds the level of alignment between local union goals and strategies and local management goals and strategies is the key factor explaining the divergent union approaches. The thesis proposes a model of union engagement with conflict management systems and discusses the implications of such a model for conflict management system theory.

## BIOGRAPHICAL SKETCH

Todd Dickey is a M.S./Ph.D. student in Industrial and Labor Relations at Cornell University. His research interests include public sector labor relations and human resources, workplace conflict and its management, and employee benefits policy. He received a B.A. from Vassar College and an M.A. in political science from Syracuse University.

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## CHAPTER 1

### THE CENTRAL ROLE OF STAKEHOLDER GOALS AND STRATEGIES

Our conversation was in its final stretch. As I commonly do in interviews coming to a close, I asked the interviewee, “Do you have any final comments or additional thoughts you would like to share?” After a brief pause, the union member, who was an employee of the U.S. Department of the Interior, replied, “Fuck management.”

I was immediately taken aback at my interviewee’s blunt transition as she<sup>1</sup> had spoken with me at length just two minutes previously about her commitment to public service:

I want to show people that the federal government is working for them. If I can slice through or interpret the red tape and help an American citizen--- after every encounter I make with a citizen, I want them to walk away: ‘Wow, now I know why I am paying my taxes.’ That is why I go to work every day. (A-U-8)

Even though her commitment to the public service mission of the government organization was strong, such an anti-management view would be labeled by many on the outside as a “problem employee” or an “organizational troublemaker.” But as this thesis will show, this employee’s disconnect between her view of management and the federal government as a whole gets to the heart of core issues in workplace conflict; programs, systems, and strategies attempting to actively and productively manage conflict; and the theoretical perspectives underlying them all.

In this thesis, I examine the interconnection between old and new actors and forms of conflict management in the workplace: unions and Integrated Conflict Management Systems (ICMSs). Although the role of unions in workplace conflict management has been well documented in the industrial relations literature, ICMSs are newer entrants on the scene. They are a bundle of practices and workplaces resources that provide additional conflict management

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<sup>1</sup> To protect the anonymity of study participants, I use the pronouns “she” and “her” exclusively in the thesis when discussing anonymized comments from managers and union members.

options that are not traditionally available in union and non-union workplaces. Since little is currently known about ICMS operation in unionized settings, since such systems are both new to and also limited in number in unionized organizations, I intend to provide an empirical look at the relationship between unions and ICMSs.

Specifically, my thesis answers the question: Why do local unions use different tactics toward participation in an ICMS? My research setting is the United States Department of the Interior (DOI), a cabinet-level executive branch agency that has in recent years implemented an integrated conflict management system called CORE PLUS. With 150 different bargaining units representing 21,000 employees, DOI provides a good setting in which to investigate such a question due to the fact that union locals have taken drastically different approaches to CORE PLUS, with some actively using the system and others prohibiting the employees they represent from using it.

At first glance one may surmise that in relationships that are traditionally viewed in industrial relations as operating under a ‘high’ industrial relations climate with collaboration, partnership, and informal methods of dispute resolution the norm, ICMS adoption and use would be expected. In workplaces with ‘low’ industrial relations climates, it could reasonably be expected that unions would refuse to allow an ICMS into the workplace due to the tendency for management and union representatives to resort to formal and adversarial conflict management tactics in such settings.

Although I find that industrial relations climate is an important component of an explanation of the relationship between unions and conflict management systems, it ultimately is only part of the story. A fuller account of such a relationship, I argue, must take into account the difference between unitarist and pluralist conceptions of workplace conflict and how those

theoretical orientations manifest themselves in the design, implementation, and operation of a workplace ICMS. I also argue for a multiple stakeholder view of workplace conflict rather than a single organizational view (Lipsky et al. 2003; Avgar 2008). I found that the overlap (and alternatively: disconnect) of ‘union’ and ‘management’ goals and strategies were key explanatory factors for the initial adoption and eventual engagement of the union in a workplace ICMS.

While analyzing my interview and observation data from the three bargaining units included in the study, it became evident that the three locals I had selected to study all had taken forms of theoretical extremes when it came to deciding on the conflict management tactics they were using generally to manage conflict in their bargaining units, and specifically in regards to their choices about initially participating in the CORE PLUS ICMS and their ongoing engagement with it. As will be noted in Chapter 2, the limited previous research in the area of conflict management systems in organized workplaces has focused almost solely on the design and initial implementation stages of conflict management systems in unionized settings. Alternatively, this study investigates local union responses to an ICMS after the design phase (in which the unions did not play a role) is complete and the system is fully operational. This setting provides a unique opportunity to investigate the union-ICMS relationship theoretically and clearly finds that there is not a monolithic ‘union’ response to ICMSs in the workplace.

Goals and objectives exist in all organizations. Whether they are and can be identified, communicated, and/or contested by internal and external stakeholders is what varies a great deal among organizations. Organizational goals and objectives can be large or small and they can and often do change. One can imagine a large automobile manufacturer having the goal of being the leading producer of SUVs in the world. One can also imagine a sole proprietor of a small bed-

and-breakfast having the goal of attaining sufficient revenue in her business to be able to quit her part-time job. In the public sector, government agencies often have their goals and objectives dictated to them by higher authorities, such as the President and Congress. In large, diverse organizations, goals and objectives may vary at differing levels of the organizations as well as for differing internal stakeholders.

In this thesis, I focus specifically on the goals and objectives of local unions and managers in the bargaining units I study, finding they significantly impact conflict management strategies and tactics, such as, and importantly, participation in the CORE PLUS ICMS. When discussing goals and strategy in a negotiation context, Lewicki et al. identify a linear path with goals leading to strategy and strategy leading to choice of tactics. Strategy is defined as the “pattern or plan that integrates an organization’s major targets, policies, and action sequences into a cohesive whole” (Lewicki et al., 2010, 110). Lipsky and Avgar provide an additional definition: “skill in managing or planning, especially by using stratagem” (2008, 157). Tactics are seen by Lewicki et al. as “subordinate to strategy; they are structured, directed, and driven by strategic considerations.” Adding further clarification, they argue tactics are, “short-term, adaptive moves designed to enact or pursue broad (or higher-level) strategies, which in turn provide stability, continuity, and direction for tactical behaviors” (2010, 110-111).

While I find the distinction among goals, strategy, and tactics extremely helpful in distinguishing the subprocesses of organizational goal setting and execution, I argue against thinking of them in a strictly linear relationship. I also find that tactics used to manage conflict, which importantly includes ‘not managing’ conflict, the three bargaining units in this study are not only influenced by strategic choices but also the IR climates in the bargaining units.

I argue that goals, strategies and tactics can vary across levels of organizations. While upper management can attempt to align goals of the whole organization, such a project is extremely challenging in such a large, decentralized, and diverse organization as DOI. While one can think of variation vertically within an organization, one can also think of horizontal differences in goals, strategies, and tactics of different offices or regions within an organization. Additionally, organizations often exhibit non-strategic behavior that is misaligned and does not follow from goals and objectives (Lewicki et al. 2010, 556-557).

Up to this point subgroups within organizations have been considered vertically and horizontally, but not in-depth. Subgroups within the workplace also can be seen to have differing goals and objectives, strategies, and tactics. Importantly for this study, the pluralist industrial relations tradition posits that there are underlying, and inevitable, conflicts of interest on many fronts of workers and management in organizations (Gall and Hebdon 2008, 592). Following this logic one can see how goals, strategies, and tactics of local unions would vary from those of local management teams. It is to an analysis of the goals and objectives (and related strategies and tactics) of local unions in each of the three bargaining units in this study and their corresponding management teams, to which I will turn in Chapter 5.

As I will discuss in Chapter 3, I use an interpretive approach in which visits to and interviews with union leaders and members as well as managers to identify, goals and objectives and strategies of the groups. I accomplish this directly, by asking key informants about their strategic goals, and indirectly through observation and inference from our discussion of other topics. I pay particular attention to the language of union members and managers in the bargaining units I study. How do they conceptualize their relationship? How broadly shared are their goals, strategies, and tactics? I find the degree to which goals and objectives and associated

strategies of local unions overlap with those of local management directly impact the conflict management tactical choices the unions make.

Before moving in to a substantive discussion of my fieldwork and findings, Chapter 2 provides a review of the relevant literature for this research.

## CHAPTER 2

### LITERATURE REVIEW

This thesis sits at the intersection of several different industrial relations, public administration, and legal literatures: a) workplace conflict in the public sector, b) conflict resolution in federal sector labor relations, c) unions and workplace conflict, and d) conflict management systems and unionized organizations. While each of these four areas are large considered individually, I focus in this literature review on the key works in these areas as well as newer relevant research. I find that research in each of the four spheres is largely independent of the others. Therefore, this thesis's focus on public sector union approaches to conflict management systems provides an opportunity to integrate ideas from across the four distinct research streams. As will be seen, the intersection of traditional federal labor relations law and practice with newer forms of conflict management, such as an ICMS, brings challenges as well as opportunities to established labor relations practices.

#### ***Workplace Conflict in the Public Sector***

Most industrial relations and workplace conflict experts agree: conflict is inevitable in all union and non-union workplaces, and thus 'conflict' found in micro and macro levels forms the central organizing nub of industrial relations scholarship. Although scholars agree that at the interpersonal micro level, conflict exists in public sector workplaces in a manner similar to workplaces in the private sector, debate in the field has existed for many years on the fundamental bases of conflict in the public sector at the macro level.

Before assessing the theoretical debates surrounding public sector labor relations and workplace conflict, I first would like to briefly review the three theoretical bases of workplace conflict, formed from theorizing around private sector workplaces, that are central to theory in the field of labor and employment relations. Gall and Hebdon (2008) identify three main perspectives in the field, which address the source of workplace conflict and inevitability of workplace conflict.

The first perspective is the *unitarist perspective*, which “denies the existence of an inherent conflict of interest between management and labor. Thus, as long as sound management practices and policies are followed, conflict is neither necessary nor inevitable.” Gall and Hebdon discuss how this perspective on workplace conflict has dominated the study of human resources management for the past twenty years (2008, 591).

The second perspective the authors discuss is the *radical/materialist perspective*. This orientation to conflict posits that conflict will inherently be present in capitalism. It will be present, a) between workers and management fighting over the distribution of the firm’s resources, and b) through a struggle over employers trying to maximize the value they derive out of purchased labor power. Thus, this perspective leads to a focus on the collective nature of conflict, and wider class struggles and has been the primary orienting lens for critical scholarship on conflict and employment relations (2008, 591).

Third, the *pluralist perspective*, posits that conflict is inevitable and can be healthy “so long as it does not become endemic, widespread or embedded.” Therefore, the “means of institutionalizing, and thus ameliorating, conflict into acceptable forms and levels are deemed a prerequisite for responsible management” (2008, 592). This perspective on conflict has been the principal perspective on conflict in the field of labor and employment relations in the United



States. It can be seen to rest in some sense in between the unitarist and radical perspectives, resting with an understanding that some conflict is inevitable, but focusing on ways to resolve some conflict deemed unproductive. Rather than silencing conflict and attempting to eliminate all conflict from the workplace, conflict through the pluralist lens can be seen as an opportunity to learn about and to improve workplaces for managers, unions, and employees alike.

In the public sector, the employment relationship, while still mainly employer/employee-based as in the private sector, can be seen not to fit neatly into certain workplace conflict perspectives. The radical/materialist perspective that conflict is inherent in capitalism is muddied by the fact that public employees do not work for profit-seeking private organizations. In the grand scheme of things, serving the public is the primary interest of public sector organizations. The value of public sector organizations is derived from their service to the public rather than the profits they generate (Scheuerman 1989: 435). At the same time, even though at a macro level employee and employer (in the case of the public sector: the government) interests are not inherently in conflict over the ownership of the firm and distribution its profits, employee and employer interests may still differ over central items in the employment relationship, such as salary, benefits, and working conditions, as well as regarding the mission and vision of the public agency. Therefore, at a macro structural level, the pluralist perspective on conflict, I argue, best captures the realities of public sector conflict and is the perspective on conflict used to evaluate unions and Integrated Conflict Management Systems in this thesis.

### ***Conflict Resolution in Federal Sector Labor Relations***

Debate over the theoretical underpinnings and appropriateness of collective bargaining for public sector employees has raged in intellectual circles for about a century. In recent years

the debate has spilled out of books and journal articles and into the streets of Madison, Wisconsin, and in other states where legislatures and governors are attempting change state and local government collective bargaining laws. While the federal government has been largely spared the rancorous debate in some states, debate still occurs about the appropriateness of its primary, albeit limited, collective bargaining and union representation statute, the Federal Service Labor-Management Relations Statute of 1978 (FSLMRS), which was incorporated into the Civil Service Reform Act of the same year (5 U.S.C. Chapter 71).

Historically debate centered around the suitability of the institution of collective bargaining in the federal government, due to the fact that it is not a normal private sector employer, but a “sovereign” one. Two arguments, outlined by Wilson Hart in his history of early federal sector industrial relations, predominated. The first argued “the ‘sovereign’ nature of the government prevents it from assuming the position of an employer in the normal collective-bargaining relationship” (1961: 11). The second stated the constitutionally mandated separation of powers did not permit a management-union collective bargaining relationship to occur:

Decisions concerning government employees’ wages, hours, and conditions of employment—the issues that form the substance of collective bargaining—lie principally in the realm of the legislature. Hence the ‘employer’ (i.e. the executive) is powerless to bargain on those issues that most deeply concern the employee. (1961: 11-12)

Since wages, leave, holidays, retirement benefits, and health insurance for federal employees were all determined through federal law written by Congress and implemented by the President, the prevailing view argued that collective bargaining with the executive branch was therefore not appropriate.

Congress addressed the issues outlined by Hart by limiting the scope of collective bargaining in the FSLMRS. Since agencies’ budgets were set by Congress, the statute does not

allow bargaining over wages and benefits and instead limits mandatory subjects of bargaining primarily to conditions of employment. The law also created an independent agency, the Federal Labor Relations Authority (FLRA), modeled after the National Labor Relations Board, to determine appropriate bargaining units and oversee elections for exclusive representation of a unit by a petitioning union. Not surprisingly, due to the limited scope of bargaining in the sector, conflict management takes on a more important role in the federal sector than it often does in the private sector. The FSLMRS requires all federal bargaining units to be ‘open shop’ meaning collective bargaining agreement language requiring employees to join a union or pay a representational fee to a union is unlawful. Thus, conflict resolution is a key way, along with legislative lobbying, for federal sector unions to provide value to their members.

As one experienced federal union representative commented in a study conducted prior to the enactment of the FSLMRS, when collective bargaining in the federal sector was governed by executive order, “as far as unions are concerned, grievances are the name of the game in the federal sector” (Sulzner 1980, 149). Improving dispute resolution procedures was a notable feature of the legislation with its own stated goals to “broaden and strengthen grievance/arbitration procedures for Federal employees” and to “increase credibility and acceptance of the third-party mechanism” (OPM 1980, i). The Act did so first through a major change to the scope of grievable disputes. Unlike in the previous governing Executive Orders, the Act states that appealable personnel actions covered under statutory appeals processes were now assumed to be included in negotiated grievance procedures, unless parties specifically excluded such actions in their CBAs (OPM 1980, i-ii). This allowed grievances to be filed over actions (primarily discharges and suspensions of 14 days or more) that had been statutorily appealable and excluded from pre-CSRA grievance procedures: adverse actions (5 U.S.C.

7512), actions based on unacceptable performance (5 U.S.C. 4303) and EEO complaints (5 U.S.C. 7702). For the first time, federal employees had a choice of a grievance or statutory appeals process for these major disciplinary actions. If employees chose the negotiated grievance procedure, the Act required final decisions be subject to review by the appropriate body, i.e. the Merit Systems Protection Board for civil service law and regulation and the EEOC for discrimination, at the request of the employee (OPM 1980, ii).

Also for the first time, the Act required a grievance procedure be included in each CBA with binding arbitration as the final step (OPM 1980, ii). This requirement stands in stark contrast to the National Labor Relations Act (as amended), which does not prescribe any specific requirement for a formal grievance procedure, leaving it completely to the parties to decide if they want one to supplement their statutory rights to strike/lockout and to go to federal district court to enforce terms found in their contracts.

The CSRA defines “grievance” extremely broadly:

Any complaint:

- (A) by any employee concerning any matter relating to the employment of the employee;
- (B) by any labor organization concerning any matter relating to the employment of any employee; or
- (C) by any employee, labor organization, or agency concerning—
  - (i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
  - (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. (5 U.S.C. 7103(a)(9))

Although the definition of grievance is expansive, the Act outlines five types of disputes that cannot be grieved:

1. Any claimed violation relating to prohibited political activities (Hatch Act violations)
2. Retirement, life insurance, or health insurance
3. A suspension or removal under section 7532 (National Security) of Title 5
4. Any examination, certification, or appointment
5. The classification of any position which does not result in the reduction in grade or pay of an employee (5 U.S.C. 7121(c))

Even with the above five restrictions, the statutory framework for federal sector grievances can

be seen to be vast in scope, especially when compared to private sector grievance procedures that are used almost solely to resolve disputes surrounding contract interpretation and just cause for discipline. Since the CSRA allows employees and unions to file grievances for complaints not directly tied to a claimed violation of the CBA or law (unless such an option is restricted by the parties' own CBA), the procedure can be seen as a venue for traditional rights disputes as well as interest disputes that do not appeal to external criteria. This, I argue, is a unique feature of the federal grievance procedure and should have important implications for federal sector dispute system design, including importantly ICMSs.

Due to a variety of factors, including the increasing cost of federal workplace redress and grievance procedures, Congress instructed agencies beginning in the early 1990s to consider and implement alternative forms of dispute resolution. Legislation formally introducing alternative dispute resolution to federal agency administrative processes came first with the Administrative Dispute Resolution Act of 1990 and next with the ADR Act of 1996, which made features of the 1990 Act permanent (U.S. Interagency Working Group 2007, 1). The first and most comprehensive academic analysis of the legislation is a 1996 study by Lisa Bingham and Charles Wise. In it, they examine both the language and variety of implementation strategies agencies had taken after the 1990 Act's passage. Generally, the Act allows for a "broad range of ADR techniques in federal administrative process where the parties agree to their use" (1996, 384). Such a technique as defined by the Act is:

Any procedure that is used in lieu of an adjudication as defined in [the APA], to resolves issues in controversy, including but not limited to, settlement negotiations, conciliation, facilitation, mediation, fact finding, minitrials, and arbitration, or any combination thereof. (1996, 385)

Bingham and Wise discuss the fact that agencies may choose to use ADR in any administrative proceeding, but the Act notes that ADR is not appropriate in all instances (1996, 385-386). For

example, an agency may want a ruling from an arbitrator in an employment matter that would clarify ambiguous CBA language. Or, if the agency had been thinking about using ADR in its own administrative process, as in the example of the NLRB using ADR to help resolve unfair labor practice complaints, it may sometimes want to issue a ruling to serve as precedent. In these situations, ADR would not necessarily help the agency reach its goal.

Due to the varying need for ADR across a diverse federal government, the 1990 ADR Act had minimal requirements:

1. Agencies must consider using ADR.
2. An agency-developed policy on the use of ADR
3. A senior official must be designated “Dispute Resolution Specialist” responsible for agency policy and its implementation. (386)

To discover the extent of ADR institutionalization and the variation in institutionalization across federal agencies, Bingham and Wise interviewed the Dispute Resolution Specialists of 12 out of 13 cabinet agencies as well as 27 non-cabinet agencies (1996, 392). Interestingly 67% of cabinet agencies surveyed used ADR for personnel matters (excluding EEO), while 33% of non-cabinet agencies did (1996, 400). When it comes to using ADR in EEO proceedings the rate is higher for both groups, with 100% of cabinet agencies surveyed and 44% of non-cabinet agencies reporting its use in their agencies.

Through their interviews with agency Dispute Resolution Specialists, Bingham and Wise found four major obstacles to a full implementation of ADR not just in personnel and EEO matters, but also in all other agency matters in which it could be used. The first is agency inertia. Initiating change in any organization can be challenging, especially in organizations that are highly regulated such as federal agencies. The second is resistance from agency attorneys. This influential group of agency employees often feared the loss of their leadership role with the advent of ADR and also feared that having the agency participate in ADR processes would limit

their options if a matter ever advanced to litigation. The third barrier Bingham and Wise found is lack of basic knowledge on various ADR options. Some Dispute Resolution Specialists reported colleagues not understanding that ADR (outside of the realm of arbitration and fact-finding) helps parties reach mutual agreement, if possible. Some agency officials, it was reported, believed that all ADR was like arbitration and thought using it meant turning over power to decide disputes to outside neutrals. The last barrier identified by the authors is that of resources. Many agency Dispute Resolution Specialists reported they held their job only part time and it was added to their already full loads. Without adequate budgets, the specialists were often hamstrung in their efforts to offer training and further interest in ADR in their agencies (1996, 403-405).

Where do unions fit into this early federal ADR institutionalization story? Labor organizations as well as the employees they represent are left out of Bingham and Wise's analysis, which is centered solely on agency management's perspectives. Almost all federal agencies have at least some employees covered under collective bargaining agreements. Do unions representing federal employees view ADR in the form of integrated conflict management systems as a complement or substitute for the traditional role they provide in the negotiated grievance procedure as well as the representational services they provide to union members in EEOC and Merit Systems Protection Board statutory appeals proceedings? Is there variation in views across union internationals and locals? This thesis begins to address these questions, which have not yet been researched in the federal sector and the U.S. public sector more generally.

## *Unions and Workplace Conflict*

I now turn to a review of the literature on private sector unions and workplace conflict. While much of the workplace conflict management literature is currently focused on newer programs namely, conflict management systems, it is important to remember that unions were the first workplace organizations formed to manage workplace conflict outside of informal individual and group-level negotiations and interactions between employees and managers. Rather than being initiated by management, as is usually the case with conflict management systems, unions in the U.S. were primarily instigated at the behest of employees who conducted an organizing campaign and achieved support of a majority of employees in the bargaining unit, often without concurrent management approval.

Unions, therefore, can be seen to be constantly and unceasingly managing conflict in the workplace. Historically, labor and employment relations scholarship has looked primarily in private sector organizations at the varieties of strategies and tactics of unions and managers to manage conflict in the workplace. John Dunlop's classic text, *Industrial Relations Systems* (1958), developed a systems theoretical view of industrial relations in which the three primary actors of industrial relations were: workers and their representatives, management, and government agencies regulating the employment relationship, like the National Labor Relations Board. "The interaction of these actors generated two types of rules, procedural rules that governed [actors'] interaction, including procedures for collective bargaining and dispute resolution, and substantive rules that specified the terms of the employment relationship" (Heery 2008, 70). In this traditional view of the industrial relations system, dispute resolution between union and management was channeled primarily through the grievance procedure negotiated by the parties and found in their collective bargaining agreement, through the National Labor



Relations Board unfair labor practice procedure, or the courts. Although exact details of the dispute resolution procedure could vary, Dunlop's "web of rules" held unions, managers, and government together in a larger industrial relations system.

Following Dunlop and taking a systems approach to industrial relations, James Kuhn in his 1961 classic, *Bargaining in Grievance Settlement: The Power of Industrial Work Groups*, asks the question: Is the negotiated grievance procedure an "adequate and acceptable means of settling all disputes arising in the shop?... Does it in fact fulfill the promise we have assumed it holds forth?" (1961, 3). Kuhn notes that the benefits of the grievance procedure over work stoppages for rights disputes (disputes regarding the application of terms and conditions of the collective bargaining agreement) are frequently lauded in the labor and employment relations literature, but not much was known at the time about grievance procedure effectiveness.

To attempt to answer his research question, Kuhn studied grievances and grievance handling in 20 plants of 9 industries (1961, 3-4). He found that variation in the process grievances are handled mattered and that in certain shops grievance procedures worked more effectively than others. Like Dunlop, Kuhn believed in the "maturity of collective bargaining" and that wildcat strikes would ultimately be fully replaced by use of the grievance procedure (1961, 50). The major contribution of Kuhn's study was his identification of the tactic of "fractional bargaining," or bargaining between work groups and management rather than between the union and management (1961, 79). Since multiple work groups usually are combined into one bargaining unit, the potentially divided loyalties of the work groups were seen as a threat to the union's overall legitimacy and power in the workplace. Another key contribution Kuhn made is his recognition of the grievance process as "continuous shop bargaining" rather than seeing it outside of the context of collective bargaining (1961, 77).

Taking this perspective means that a researcher analyzing conflict management tactics that unions use should not consider such tactics outside the union's bargaining function; instead, they fall squarely within it.

Moving to the 1980s and 1990s, I now turn to more current theorists of unionized workplace conflict resolution. As in the case of Kuhn, the research focused on the grievance procedure found in the collective bargaining agreement of the parties. In a 1996 article, Bemmels and Foley argued that the literature on the usage and operation of the grievance procedure in unionized organizations had to date been limited by lack of available data and a focus before the mid-1980s on arbitration rather than the grievance procedure steps leading up to it (1996, 360). They argued that there is currently no one "complete theory" of the grievance procedure and, instead, grievance procedure researchers were in a period of theory development (1996, 361). The authors continued on to state their belief that grievance rates should be highly correlated with "subjective evaluations of the level of conflict in a bargaining relationship." Therefore, they argued, "Perceptual measures of the nature of the bargaining relationship are not appropriate explanatory variables for studies of grievance rates." Instead, they think it is "much more interesting to determine the impact of environmental factors, management, and union policies or the attitudes and behaviors of the actors in the grievance procedure on grievance rates" (1996, 369). While I agree that management and union "policies" are key explanatory variables for the determination of grievance rates, I argue in this thesis that "perceptual measures of the nature of the bargaining relationship" contribute to and at the same time are influenced by, the "policies" I refer to here as "strategies" of local unions and managers. Both, I find, are interrelated and important in the conflict management tactics chosen, which are not just limited to filing grievances.

Clark et al. argued in a 1990 study that the grievance procedure has a benefit to unions as organizations independent of the benefits it brings to individual bargaining unit employees:

Ultimately, the presence of a grievance procedure holds unique benefits for unions and union leaders. Representing members in the grievance procedure is one of the most visible services unions provide. This mechanism, more so than contract negotiations, legislative activity, or virtually any other union service, operates at the workplace level. It provides members with an opportunity to see the union 'in action' in a way that few union services are seen. (1990, 149)

Conducting a survey of members (excluding stewards and officers) of the National Association of Letter Carriers, a federal employee union representing Postal Service workers, the researchers found that attitudes towards grievance procedures were significantly and positively related to the loyalty dimension of general union commitment. Additionally the authors found perceptions of procedural fairness of the grievance procedure were more important than distributive effect concerns (1990, 153).

Another key researcher of the grievance procedure is David Lewin, who along with Richard Peterson conducted a study of four industries to learn more about the operation of grievance procedures in union settings, noting the last major study of the grievance procedure was Kuhn's (1988, 1). Lewin and Peterson use a limited definition of grievance for the study; one that "refer[s] to any alleged violation of the labor agreement between the parties where the grievance takes a written form and where it pertains to contract language" (1988, 2). The authors' two research questions are a) "How effective are unionized grievance procedures in the United States?" and b) "What are the consequences of using the procedure?" (1988, 6). They find expedited grievance procedures "appear to be associated with higher levels of grievance procedure effectiveness" as well as the finding that employers punish grievance filers "irrespective of whether or not these same employers seek to rid themselves of unions" (1988, 209-210). This finding indicates that employers see the grievance procedure and grievants as

problems rather than constructively using voice to bring issues and concerns to the attention of management.

In a later review, Lewin argues there is no “consensus among researchers or practitioners about what exactly constitutes” grievance procedure effectiveness. One can imagine that it would be hard to argue that a procedure was functioning ‘perfectly’ if it was being overused or going unused (2008, 456). Lewin argues that the availability of the grievance procedure along with high-involvement human resources management practices has been shown to be associated with positive organizational performance measures. Whereas “the actual use of a grievance or grievance-like procedure has been shown to be negatively associated with these and other measures of organizational performance” (460). This negative stigma attached to raising grievances may mean many employees are “suffering in silence,” Lewin argues (462).

Documenting this hypothesis is a challenge for researchers of the grievance procedure, who have focused on the incidence and content of written grievances. Studies focusing on written grievances obviously leave out any employee who has not filed a grievance. Therefore, my study, which involves interviews with union members and managers regarding perceptions of conflict and its resolution in their bargaining unit, includes the attitudes opinions of non-filers. For example, I find one bargaining unit in my study with various issues and conflict present. A written grievance has never been filed in this unit.

While Dunlop and the grievance procedure scholars who explicitly or implicitly use his framework focus on the structure and relations among the institutions regulating the workplace, another industrial relations theorist, Jack Barbash, developed a theory of industrial relations that places a pluralist understanding of conflict at its core. Barbash argues against the unitarist perspective on conflict when he states that workers’ interests do not align with management’s.

“The worker is more interested in other aspects of his job than he is in fulfilling the rationality goals of his order-giver,” he avers (1964, 69). Using this pluralist understanding of conflict, Barbash finds many differences between employees and management are due to “genuine differences in interest and power” and will not be “removed by policies of ‘love will conquer all’” which can be seen as a dig against a more unitarist view of workplace conflict (1964, 77). Barbash also argues the central problem of industrial relations revolves around a pluralist notion of conflict. “The problem of industrial relations, then, arises out of the tension between the employer’s application of rational pressures and the worker’s resistance to these pressures through his protective devices” (1964, 72).

Barbash notes what he believes to be the inherent conflict of interest in the employment relationship that can be applied to the private and public sectors:

The relationship between managers and workers, it is argued here, flows along a continuum whose phases oscillate between diversity, conflict, and resolution of conflict--that is, between opposition and common interest. This is a law of motion of work-place relationships, irrespective of the label which the enterprise bears: capitalist, socialist, communist, or fascist. This law also operates irrespective of the shape and form which the defensive work-site reaction takes: trade union, company union, or informal groupings. What does vary is the amplitude of the swing from one phase of the continuum to the other. (1964, 73)

This spectrum between “opposition and common interest” as well as the “amplitude of the swing from one phase of the continuum to the other” is a helpful tool to understand the strategic choices unions make among their conflict management and bargaining tactics:

The test to which the union performance is put by both union leader and worker is its capacity to stabilize achievement of gains to be sure, as a result of conflict, but conflict which will rapidly be followed by resolution. Extreme militancy, or militancy for its own sake, makes it impossible for the union to achieve the short-run gains by which it maintains itself as an institution, while extreme ‘co-operativeness’ with the management impairs its solidarity as a group in its own right. (1964, 73)

Tactics unions use on the continuum of which Barbash writes, along with tactics used by

management bring us to a discussion of the concept of “industrial relations climate,” a measure of the relationship between management and unions developed in the 1980s and 1990s. It is to this measure that I now turn.

*Industrial relations climate* is defined traditionally as the “perceptions of organizational members about the norms, conduct, and atmosphere of union-management relations in the workplace” (Dastmalchian 2008, 548). Originally developed through studies conducted in the 1970s and 1980s, the measure attempted to capture workers’ and managers’ views about their workplace union-management relationship in a more systematic way than had been done previously. While industrial relations scholars and practitioners had referred to issues of cooperative versus adversarial labor relations as well as trusting versus non-trusting relationships, the IR climate concept was a way for researchers to combine multiple dimensions into one measure. In 1991, Dastmalchian, Blyton, and Adamson conducted a study of 51 Canadian organizations in the public and private sectors and, using survey and field interview methods, developed through factor analysis a “final measure of IR climate that consisted of 20-items measuring 5 dimensions of: fairness, union-management consultation, mutual regard, membership support for unions, and union legitimacy” (Dastmalchian 2008, 555).

Other researchers have measured IR climate through other scales or through a modified Dastmalchian-et al. measure. For example, Hammer et al. created a six-item uni-dimensional IR climate measure, which consisted of questions surrounding levels of trust, respect, cooperation, and labor-management relationship quality (1991, 678). For this thesis, I have chosen to use Hammer et al.’s scales to explore the above four criteria of IR climate in the three bargaining units included in my study.

Discussions of IR climate in some instances can wade into normative territory. When

reviewing literature on the measure, Dastmalchian uses the phrase “positive labor-management climate” to indicate a generally cooperative and trusting relationship between unions and local management. Dastmalchian also argues “most of the literature tends to favor positive IR climates,” finding benefits for units and management with more cooperative approaches (2008, 561). In this thesis, I shy away from assigning a normative value to IR climates as I find the parties strategically manage their IR climate through conflict management and other tactics. Depending on a party’s goals and strategies what Dastmalchian deems a “positive” IR climate may actually be ‘negative’ in the eyes of a party. For example, using a modified version of the Dastmalchian et al. IR climate measure that only focused on the conflictual vs. cooperative labor relations scale, Bacon and Blyton found in a study of the UK steel industry that unions in mills with a more cooperative IR climate did not fare as well as units with a conflictual IR climate when organizational changes were introduced (2006, 226).

Recently, Snape and Redman published a study that investigated the two questions: a) whether IR climate is best conceptualized at the individual-level or at the level of the workplace and b) whether IR climate was positively or negatively related to union commitment. Using survey data from unionized workplaces in northeast England and the Hammer et al. (1991) IR climate measure, they found that perceptually IR climate is more appropriately considered as a workplace-level variable rather than solely as a variable measured at the individual level. They argue their data “support the aggregation of employee ratings of IR climate to the workplace level, providing evidence that these are indeed measuring workplace ‘climate,’ rather than purely individual perceptions with variance solely at the inter-individual level” (2012, 24). Using a workplace-level construction of IR climate, they find evidence that IR climate was significantly and negatively associated with union commitment, indicating there may be a “tendency for

members to feel less of a need for union protection where the workplace context is positive” (2012, 24). Snape and Redmon note, though, that past studies of individual-level IR climate (Angle and Perry 1986; Magenau, Martin, and Peterson 1988) have obtained the opposite result, finding a positive relationship between IR climate and union commitment (2012, 24).

In this thesis I, too, argue for a workplace-level conceptualization of IR climate, but also for one that sees IR climate as primarily an effect of goals and strategies of IR actors. Many of the previous models of IR climate in the literature have not taken a goals and strategies approach to IR climate. For example, Dastmalchian et al.’s 1991 book, *The Climate of Workplace Relations*, in which the authors develop their widely-used IR climate measure, primarily uses a 1987 survey of fifty-one Canadian organizations in the public and private sectors and twenty-two distinct industry groups (1991, 66). The authors, though, follow-up their cross-sectional primary data collection with six longitudinal case studies in which their 1987 survey was repeated in 1989 in six of the fifty-one original organizations. The model developed from the cross-sectional data shows IR climate (which, as previously mentioned, is comprised of 5 dimensions of: fairness, union-management consultation, mutual regard, membership support for unions, and union legitimacy) can be considered an intervening variable significantly influencing organizational and IR outcomes (1991, 111).

Using the longitudinal cases to focus on change in and context of IR climate, the authors acknowledge that their measure of the concept developed using their cross-sectional survey data when compared with the longitudinal case study data, “is a long way from the last word on industrial relations climate, and in particular on the many potential influences upon that climate” (1991, 118). This divergence between the cross-sectional survey data and longitudinal case-study data is explained by the authors as a way to “indicate the greater complexity of



organizational reality than the general results have so far allowed for” (1991, 117). Even though it is indirectly addressed in the case study discussion, the authors do not focus on ‘intention’ of the IR actors to strategically manage their relations. The survey methods used focussed on the actions and practices parties were undertaking as well as their views about their labor-management relationships, but the survey data presented did not, for the most part, go behind these actions, practices, and views to investigate the intentions motivating them.

In their discussion of other factors that influence the same IR outcomes they are attempting to argue their IR climate measure predicts, the authors list “unions’ goals and strategies” along with “labor market conditions” and “declining power of unions” as additional factors outside of IR climate that influence IR outcomes (1991, 156). By separating “goals and strategies” into an additional influence on IR outcomes rather than investigating the ways that the union and management goals and strategies, including the intentions and motivations behind them, both *influence* and are *influenced by* IR climate, the authors miss an opportunity to create a more active and intentional IR climate measure that responds more to strategic choices by the parties than they ultimately do.

In another example, Deery and Iverson (2005) propose a model to predict whether a workplace will have a “cooperative labor-management relations climate” but also limit the input variables to “attitudes and practices” rather than goals and strategies. The authors identify variables such as management “shares information with the union,” union “responsive to members,” that are at the level of tactics. They also identify variables at the level of individual attitudes, such as individual employee “belief in cooperation” (590). This thesis, which goes beyond surveys of attitudes and practices to analyze the motivations behind them, argues that

attitudes and practices should be thought of as emanating from strategic (or non-strategic) goals of the union and management.

The conflictual versus cooperative scale of IR climate can be seen to be a key element of “labor-management partnership,” a wide-ranging literature and area of study in the field of industrial relations for decades. In brief, labor-management partnership can be defined as “agreements between competing actors who deliberately choose to co-operate instead of maintaining adversarial relations” (Harrisson et al. 2011, 412). A good deal of research has been conducted on labor-management partnerships in the private sector, with much of the research generally finding benefits for unions and management (Rubenstein 2001; Arthur and Kim 2005; Eaton et al. 2004; Guest and Peccei 2001; Deery and Iverson 2005). Partnerships have been shown, if functioning well, to “improve organizational functioning through active participation in matters such as productivity, quality, delivery schedules, responsiveness and flexibility” (Harrisson et al, 2011, 413). At the same time, a partnership approach and the cooperative IR climate it requires has been shown to strengthen management power at the expense of union power (Bacon and Blyton 2004; Parker and Slaughter 1994, 145-165).

Opposition to labor-management partnerships understandably comes from those who primarily maintain a radical/materialist perspective on conflict, while those who tend to believe in pluralist or unitarist understandings of conflict believe that partnership can benefit both unions and management. For example, in their guide for union leaders and activists, *Working Smart: A Union Guide to Participation Programs and Reengineering*, Mike Parker, Jane Slaughter, and Larry Adams argue that there are some interests that unions and management share that can intersect, including the interest of workers in making a “decent living and management’s interest in making a profit” (1994, 147). But they argue, “Conflict of long-term interests between

companies and their workers is both fundamental and primary. Some mutual interests do exist, but most are based on changing circumstances, and they are outweighed by the conflict” (1994, 146). Using this radical/materialist perspective on workplace conflict, Parker et al. go on to discuss union-management partnerships that they deem to be failures from the union’s perspective. They argue, partnership means attempting to create one “circle” of mutual interest of labor and management, when unions and management truly have different interests: “If the two circles in the mutual interest diagram are smushed further together, they ultimately become one. If the circles overlap so much, do we really need a union?” (1994, 150).

Addressing the perceived conflicts of interest of unions engaging in labor-management partnerships, Harrisson et al. investigate the ‘role-blurring’ that union representatives in Quebec encountered when participating in labor-management partnerships. The authors note a new identity of union representatives participating in a partnership, an identity that balanced unions’ traditional representational functions with a new “reframing [of] situations in the context of a joint project” (2011, 423). The authors argue that the economic and institutional contexts of the decision to embark on a partnership relationship is important to understand. In the private sector Quebec partnerships they studied, management and labor’s interests were seen to become increasingly aligned because of international competition. Management was no longer seen as the main threat to the union, but competitors were (2011, 416).

In this context Harrisson et al. found that unions in the several partnerships they studied still represent employees in rights and disciplinary disputes but “instead of systematically filing a grievance, this might be done by working with management to find the solutions that are most satisfactory to all” (2011, 423). That is, conflict management tactics shifted away from the grievance procedure to more informal negotiation. At the same time, though, the authors found

difficulties for union representatives in: “a) trusting people who have often been seen as adversaries; b) adapting to a radically different approach to labor relations; and c) managing tensions in order to strike a dynamic balance between often contradictory viewpoints” (2011, 428). While conflict management tactics did shift, in the partnerships studied it can be seen it was not necessarily easy or sustainable for the unions to continue to operate in partnership.

While Harrisson et al. did not make explicit the distinction between the choice of union and local management *tactics* regarding partnership and the external environment overlapping *goals*, I argue in this thesis that conflict management tactics chosen by unions and management, whether through a labor-management partnership or not, should be connected back to the goals and strategies they emanate from. Tactic selection does not exist in a vacuum. Parties select tactics that align with their strategies. Just because parties have chosen to enter a labor-management partnership does not mean that those tactic selections are necessarily stable.

Harrisson et al. provide an example of a change in union tactics from their research:

In one of the case studies, management was demanding job cuts as a solution to profitability problems but without providing the union with all the information related to the real costs, which would have helped to justify these cuts or allowed for a re-examination of the problem on a common ground... When a major disagreement arises and a consensus is not possible, and the decision to be made is likely to greatly affect the interests of one of the parties, the parties tend to change their approach by shifting from co-operation to the recognition of the conflict, and the reinstatement of power relations. Consequently, the union opted for a conflict strategy and the dispute was quickly settled. (2011, 427)

Harrisson et al.’s identification of this change in tactics over a specific issue conceptualizes labor-management partnership not as a stable strategic choice unions are locked in to, but one that can be modified due to changing goals. Ultimately though, in the conclusion to their article, the authors return to a structural explanation for the “new identity” they observed union

representatives taking on in the labor-management partnerships they studied in Quebec. They argue that since this type of partnership was:

Developed in response to a shifting competitive context, it is thus related to circumstances and is transitory and may be ephemeral. It will have to undergo the test of time in order to become consolidated either by taking root in relations that have become routine between the agents, or through state recognition by way of a law or a legislative amendment, which would seal the issue of labour-management partnerships. (2011, 430-431)

I agree that while it is essential to consider the external factors potentially giving rise to a partnership, like in my previous discussion of IR climate, I believe my goals, strategies, and tactics approach to analyzing why and what local unions and managers do is more helpful than an explanation solely based on structural factors or law. Harrison et al.'s hypothetical legislation mandating labor-management partnerships can be seen to already be in force in the U.S. federal sector. Under President Obama's 2009 executive order, executive branch agencies are required to create "labor-management forums" in which agency unions and top managers are to come together in a partnership framework to address issues of mutual interest. The "issue of labour-management partnerships," though, is far from "sealed," though. While some agencies report much progress in creating and measuring joint programs and initiatives, others have not (United States. National Council on Federal Labor-Management Relations 2012).

I now move from a discussion of unions and workplace conflict to a review of the relevant workplace conflict management literature, a literature that primarily discusses non-union workplaces.

## *Conflict Management Systems and Unionized Organizations*

The workplace conflict management literature is a large one that addresses a wide-ranging number of topics and audiences. In this review, I focus on the literature on conflict management systems with a particular focus on research relevant to new approaches to conflict management in unionized organizations.

Research and writing on workplace conflict management systems has for the most part ignored unions and unionized organizations. This is due primarily to the fact that conflict management systems are currently primarily found in non-union workplaces (Lipsky et al. 2003). As such, much of the literature has taken a unitarist perspective on conflict. As David Lewin notes:

Much of the research on and practice of high-involvement human resource management as well as ADR that has evolved over the last two decades or so, and that focuses primarily on nonunion firms and workers, can be said to reflect a unitarist conception of the employment relationships featuring relatively more proactive, positive approaches to workplace dispute resolution. (2005, 230)

While Lewin does identify what he sees as a trend, it is important to remember that it is still possible to view non-union and “proactive, positive approaches to workplace dispute resolution” with a pluralist lens, which I do.

Somewhat ironically, the book that can be seen to have launched the primarily non-union workplace “dispute systems design” literature was based on research done in a unionized setting, taking for the most part a pluralist perspective. The book, *Getting Disputes Resolved: Designing Systems to Cut the Cost of Conflict*, was published in 1989 and aimed at managers who wanted to “persuade people or organizations to talk more and fight less” (1989, xi). In the text, the authors, Ury, Brett, and Goldberg, develop the now classic “interests, rights, and power” approaches for resolving disputes. Interests are defined as “needs, desires, concerns, fears--the

things one cares about or wants. They underlie people's positions--the tangible items they say they want." Rights are defined as using an "independent standard with perceived legitimacy or fairness to determine who is right." And power approaches entail using "the ability to coerce someone to do something he would not otherwise do" (1989, 5-7).

Ury et al. identify four criteria for prioritizing the above three dispute resolution approaches: (1) transaction costs, (2) satisfaction with outcomes, (3) effect on parties' relationship, and (4) recurrence of disputes. They conceptualize the total "cost" of disputes as the combination of these four criteria (1989, 11-13). Arguing, "in general, reconciling interests is less costly than determining who is right, which in turn is less costly than determining who is more powerful," the authors advocate for an interest-based approach to resolving disputes, with rights and power-based backups if necessary (1989, 15).

The authors take a pluralist approach to conflict in their analysis when pointing out the difference between structural issues and personality in disputes. Often disputes are structural in nature, with interests opposed and not aligning, but mistakenly framed "simply as personality clashes between key people" (1989, 25-26). Although personality certainly matters in both fomenting and resolving conflict, a sole focus on personality misses important structural elements that are almost always present in conflict situations and falsely assumes a unitarist alignment of interests. Approaches to conflict resolution that view rights-based and power-based dispute resolution procedures as 'failures' because an interest-based approach was not taken also fall into the trap of putting too much emphasis on personality and not enough on structural elements of conflict.

Empirical support for Ury et al.'s claims about dispute resolution procedures comes from their work in the U.S. coal industry, which is heavily unionized. Called in to consult by the

management and national mine workers' union, the authors study why some mines were experiencing large numbers of wildcat strikes while others were not. One initial finding in a single union district indicated that in low-strike mines low-level supervisors were resolving conflict whereas in high strike mines conflict was often escalated. At one high strike mine 80%-90% of grievances had no contractual basis and therefore management was not interested in addressing the interests outlined in the grievance. At low strike mines, managers dealt with these issues, the authors found (1989, 92).

Ultimately, the authors found IR climate (without using a specific measure of "IR climate") to both affect and be affected by dispute resolution procedures:

The parties' attitudes toward each other are a product of previous negotiations and strikes. Although unfavorable attitudes probably do not directly cause strikes, they do affect perceptions and expectations about negotiations. At high-strike mines, management and union leaders expect adversarial negotiations and develop appropriate strategies. Over time, the parties' expectations of conflict develop a life of their own, which acts as a barrier to any change in the quality of the relationship. (1989, 95)

The authors also discussed a finding from a high strike mine regarding the content of grievances:

At Caney Creek, management by and large refused to consider claims based on the informal contract (called 'gripes'). Neither the grievance procedure nor any other procedure dealt with such claims... Perhaps most significantly, the grievance procedure transformed the miner's problem into a contractual grievance that often bore little resemblance to the original problem. (1989, 107)

The finding that grievants will mold or recast a grievance to fit a dispute resolution procedure is a fact not lost on designers of integrated conflict management systems, which often have

extremely limited or no restrictions on the type of conflict that can be addressed by the system.

Ury et al. found that wildcat strikes in certain mines functioned as ways for miners to have voice that they didn't have in the grievance procedure. They allowed them to vent emotions and send a signal to management (1989, 108). A dispute systems intervention by the authors to change this



structural impediment to a well-functioning grievance procedure that primarily used mediation at one high strike mine mentioned above, Caney Creek, was deemed a success. “Disputes continued to arise at Caney Creek, as well they should given the underlying structural conflict between management and labor. But the dispute resolution pattern changed significantly and remained changed over the eight years since our design effort” (1989, 130). Again, this success was measured using a pluralist approach that does not seek to eliminate conflict, but to channel it through well-functioning procedures.

Research and practitioner texts in the dispute systems design field following Ury et al., such as Costantino and Merchant’s *Designing Conflict Management Systems* and Rahim’s *Managing Organizational Conflict*, for the most part shifted the focus of the dispute systems design literature to non-union workplaces, arguably because that is where a majority of U.S. private sector employees were working. Research conducted by Corinne Bendersky aimed at investigating the question of whether dispute resolution systems that combine rights-based processes, interest-based neutrals, and negotiation or conflict management training “more effectively improve organizational members’ attitudes toward conflict and behavioral responses to it than do any of the individual components or pairs of components” (2007, 204). Her research site was a unionized Canadian government agency, where her focus was on linking “dispute resolution system characteristics to individuals’ conflict attitudes and behaviors at work in general” (2007, 220). Bendersky conducted a matched case comparison analysis of two work organizations participating in a three-component pilot dispute resolution system, with non-participating matched cases. Cases were matched using the following criteria: tasks conducted in the office, the region in which the offices were located, and the union representing the workers (2007, 208).

Bendersky found, based on employee survey data, that the three component sites show statistically significantly more positive effects than the two-component treatment sites. Also, the two component site was worse off after intervention than before it, indicating that potentially the fuller complementarity model works more effectively to encourage what Bendersky deems to be more positive, active, attitudes toward conflict at work and conflict behaviors (2007, 210-215).

Bendersky did not in this study, though, consider the union as an actor or organization. Rather, she controled for the international union and local union approach to conflict (either adversarial or cooperative), but did not investigate the impact of the dispute system design on the union and its strategy and conflict management tactics. Although my thesis does not compare different conflict management systems designs, it does specifically consider the union's role as an organization, adding to the study of conflict management systems in unionized workplaces.

Bendersky's research has shown initial evidence of the importance of making integrated, multiple options available in what were to be referred to as integrated conflict management systems or, simply, conflict management systems. In their comprehensive investigation focused on the conflict management system phenomenon, *Emerging Systems for Managing Workplace Conflict*, Lipsky et al. find through a survey of Fortune 1000 companies and interviews with selected companies a "substantial dissatisfaction with conventional approaches to [workplace] dispute resolution and an attempt to stem that dissatisfaction by replacing old approaches with newly minted dispute resolution systems" (2003, 5). In their view, system designers should design an integrated conflict management system to have the following five characteristics: (1) The broadest possible scope, (2) A proactive conflict culture: the "system should welcome dissent (or tolerate disagreement) and encourage resolution of conflict at the lowest possible

level through direct negotiation,” (3) Multiple access points, (4) Multiple options that include interest-based and rights-based options, and (5) Support structures (2003, 13).

Lipsky et al. study the conflict management system choices of the executives and managers of Fortune 1000 corporations. They identify three strategies: (1) “Contend” organizations that prefer litigation to ADR; (2) “Settle,” the majority of the major corporations—they “use ADR either as a matter of policy or an ad hoc basis in a variety of different types of disputes”; and (3) “Prevent” organizations that have designed ICMSs and “have developed a comprehensive set of policies designed to prevent (if possible) or to manage conflict” (2003, 118-119). As will be discussed in Chapters 5 through 7, this approach differs a little from the approach I take toward union conflict management choices, in which I call union choices regarding participating in a conflict management system tactics rather than strategy. Nonetheless, my approach mirrors this approach as it argues conflict management tactics of unions have a strategic element.

In a helpful formulation for my thesis, Lipsky et al. argue it is important to examine “the interaction of environmental and organizational (or exogenous and endogenous) variables that in our model influences an organization’s choice of strategy” (2003, 124). The environmental variables hypothesized to affect an organization’s choice of conflict management strategy are market competition, government regulation, statutory requirements and court mandates, and the decline of unionization, while the organizational factors are organizational culture, management commitment, role of a champion of the ICMS, the exposure profile of company to litigation, and a precipitating event that causes management to consider changes to its conflict management strategy (2003, 128-138).

Unlike much of the dispute systems design literature, Lipsky et al. do specifically address unions in their discussion of integrated conflict management systems. They write “unions have viewed the use of ADR in employment relations with some skepticism. Many suspect that employers often institute workplace dispute resolution systems as a means of avoiding unionization.” Recent history has proven union fears correct in several Fortune 1000 companies. “In the course of our field research... several corporate respondents readily admitted that union avoidance was a principal motive for their use of ADR in employment relations” (2003, 132-133).

Lipsky et al. also report some unions have embraced ADR. Two reasons for this are provided. First, some issues are not easily resolved in the grievance procedure and second, unions recognize “that ADR systems can extend the authority and influence of a union into areas normally considered management prerogatives” (2003, 133). As will be explored later in this thesis, my data confirms much of the first reason, but finds one union in the study is not influenced by the thinking underlying the second reason, as it conflicts with its strategy to differentiate itself from management and to handle conflict internally.

The authors go on to posit additional hypotheses regarding union participation in conflict management systems. They argue there are three reasons why unions would be opposed to ICMSs. First they posit unions may be satisfied with the traditional grievance procedure for all disputes; second, they argue union leaders may feel threatened by the “flexibility and employee ownership of conflict inherent in workplace systems,” and third, the fear that “union leaders will view workplace systems as undermining their authority and a mechanism to serve employers as a union-busting vehicle” (2003, 160). As will be discussed in Chapters 5 through 7, I find the reaction of union leaders and members to an ICMS to be product of the individual local union’s

overall organizational goals and strategies rather than universal leadership fears or preferences for the traditional grievance procedure.

Another contribution Lipsky et al. make in *Emerging Systems* is introducing a “stakeholder” approach to the analysis of workplace conflict management systems. Using a pluralist conception of workplace conflict, the authors argue:

The challenge in establishing fair and effective dispute resolution systems is to take account of the sometimes compatible but often conflicting objectives of the various stakeholders. There are many pitfalls for organizations that are not able to overcome all of the potential barriers from stakeholder groups with significant interests in conflict management systems. (2003, 302)

This stakeholder approach is useful as it acknowledges the pluralist reality of a variety of stakeholders in the workplace, including importantly unions and non-management employees, even though they are not mentioned here. My thesis argues, though, that a stakeholder approach needs to go beyond thinking there is a need to “overcome” what are seen to be “potential barriers” to ICMS success. In this vision, stakeholders should get ‘on board’ the ICMS train, once barriers to their participation are removed by organizational leadership. My thesis shows, though, that it is important to acknowledge the fact that some stakeholder goals and strategies are incompatible with some ICMS designs.

Ariel Avgar in his 2008 dissertation, *Treating Conflict: Conflict and Its Resolution in Healthcare*, looks at the design and implementation of an ICMS in an Ohio hospital. Through survey, interview, and observation methods he finds generally, “organizational structure and the design of work affect the manifestation of workplace conflict, and that conflict management systems are, in part, an organizational response to this dynamic” (2008, Abstract). Looking at the motivations for implementing a dispute resolution system and outcomes from it, Avgar finds different interests, motivations, and concerns of different stakeholder groups at the hospital. This

finding challenges a unitary view of “dispute resolution adoption and outcomes” and challenges future research to adopt a stakeholder approach to dispute systems (2008, Abstract, 312).

I focus on the hospital case study portion of Avgar’s dissertation here, as it is the most relevant to the subject of this thesis. In 2003, “Ohio Medical” was selected by the Federal Mediation and Conciliation Service to participate in its DyADS program, a program designed to help unionized organizations design and implement conflict management systems (2008, 234). The DyADS program will be discussed further later in this chapter. Two unions, the Steelworkers and the Ohio Nurses Association (ONA), represented employees at the hospital and participated on a joint design team (2008, 237). This differs from the Department of the Interior, where the local unions I studied did not participate in the design of CORE PLUS, DOI’s conflict management system. In Avgar’s case study, unions, managers, and non-represented employees were appointed to a “Joint Operating Committee (JOC)” that would oversee the system, called AGREE, which is ironic due to the fact ‘agreement’ is not always possible nor desired for every issue brought to the ICMS (2008, 242). In contrast to the Interior Department’s CORE PLUS, the JOC decided to limit AGREE subjects to issues that are not covered by the parties’ collective bargaining agreement (2008, 245). In the DOI units I study in this thesis, ICMS participation is directly negotiated into the parties’ collective bargaining agreement or solidified via a Memorandum of Agreement. Over time, Avgar finds the Steelworkers’ became more amenable to including CBA issues in the system, the ONA less so (2008, 246).

Avgar examines ONA’s resistance to AGREE and finds two main reasons for its lack of active participation even though the union’s leadership supported the ICMS. The first reason Avgar finds is internal problems within ONA and the second is a “lack of clarity on the ways in which the program would benefit the union as a whole and its membership” (278). These

findings lead Avgar to conclude that a “cost-benefit analysis” conducted by the stakeholders was the “base of cyclical support and resistance” to program (281). In other words, unions conducted a cost-benefit analysis of the ICMS when determining when and if to participate. Although my findings do not contradict a cost-benefit approach, I argue in Chapters 5-7 that it is more appropriate to look at union and management stakeholder choices regarding initial and ongoing participation in an ICMS in terms of how the tactic of participating (or not participating) in an ICMS fits (or does not fit) into their strategies for achieving their goals. A cost-benefit approach, may signal that a rational cost-benefit calculation regarding ICMS participation is possible based on factors residing outside of the specific strategies and goals employed and chosen by unions and managers. Instead, I find ICMS participation directly results from choices that unions and management have already made regarding goals and strategy along with how these choices do or do not align.

FMCS’s DyADS program, which started in 2002 and has now ended, was path-breaking in its quest to bring new options for conflict management that were appearing in non-union settings to unionized organizations. Noting that unionized organizations almost universally had not developed conflict resolution systems that address what they deem “individual conflict,” Robinson et al. use their 2005 *Harvard Negotiation Law Review* article to serve as a final report for a working group FMCS convened to design DyADS, which stands for “Dynamic Adaptive Dispute Systems,” (340-341).

The authors argue organized workplaces operate “within the context of a well-established rights-based framework” (2005, 346). The key for dispute systems designers, as they see it, is to embrace the notion that organizations are complex and therefore “directed, massive transformations” are not the best way to promote interest-based conflict resolution. Instead,

Robinson et al. argue dispute system designers should “apply the simplest rules possible and create a nurturing environment that focuses on robust communications and open learning” (2005, 348).

Another major contention Robinson et al. make is that “a growing proportion of workplace disputes, even in the unionized sector, involve individual conflict...rather than collective conflict.” The authors define individual conflict as disputes such as discrimination claims, and personality clashes between coworkers, while collective conflict is seen as disputes over items and working conditions included in a collective bargaining contract such as wages and benefits (2005, 340-341). But by dividing the above disputes into strictly delineated “individual” and “collective” categories, Robinson et al. make the distinction seem simple when it is not. For example, in a case where an employee is discharged for what the employee, her union, and her co-workers believe to be discriminatory, the dispute is not solely an individual one. The union may care a great deal about the individual’s treatment and its impact on the rest of the bargaining unit. Therefore, fighting for her job can become a collective dispute through which the whole unit could possibly become engaged in with company management. The dispute in this situation is not just between the employee and the employer, but a group of employees, the union, and the employer and thus could be seen as a collective one.

The authors discuss best practices for designing and implementing a conflict management system in an organized workplace. Notably, like the AGREE program studied by Avgar (2008) and unlike the Interior Department’s CORE PLUS program studied in this thesis, Robinson et al. indirectly argue organizations should keep a new conflict management system outside of the collective bargaining agreement and its negotiation process due to the fact “when the agreement



is the driving force for change as opposed to key players in an organization, the change process can easily become formulaic or superficial, rather than organic and genuine” (2005, 357).

Moving away from the theory and practice of conflict management systems in organized workplaces to theory of workplace conflict management in general, Lipsky and Avgar in a 2008 article extend the framework for analyzing the organizational adoption of conflict management systems and ADR first introduced in *Emerging Systems* into a “strategic theory of workplace conflict management.” They argue that before their article there were two theories used in research on workplace conflict management to answer the questions, “What factors explain how an organization handles workplace conflicts?” and “How effective is the organization’s handling of workplace conflicts in settling or resolving them?” (2008, 144). The first theory was based on the conventional explanation for rise of workplace ADR: employers avoiding cost of employment litigation in 1970s and 1980s led to what the authors deem is the “legalistic theory” (2008, 143). The other theoretical orientation the authors identify is “systems theory,” which attempts to explain why organizations use conflict management systems and includes internal and external factors such as those discussed in Lipsky et al.’s *Emerging Systems* text (2008, 144).

In the instant article, Lipsky and Avgar propose a “strategic theory of conflict management” in which “the systems theory is augmented to include a critical link to the organization’s strategic goals and objectives” (2008, 145). They continue, arguing:

We readily acknowledge that there is virtually no research on the link between conflict management and organizational strategies. But if we are right about the growing recognition that such a link exists, then it is high time that scholars begin to examine, both theoretically and empirically, the nature and effects of that linkage. (2008, 147)

While in this thesis I attempt to do just this, I also note here that my research finds no one “organizational strategy” in the unionized workplaces I study. Instead, my research attempts to

identify organizational stakeholders' strategies and goals and finds that their alignment (or non-alignment) is more important in predicting conflict management system choices than a universal organizational strategy does. My research also suggests that an "organizational strategy" that involves pro-active conflict management at the top of a large organization does not necessarily reach front line management or employees.

Lipsky and Avgar propose "that a firm's conflict management practices play a key role in enhancing or hindering the survival of a particular employment pattern, thereby affecting the capacity to fulfill its general strategy" (2008, 181). My research indicates that such a focus on "general strategy" is helpful but also removes a stakeholder lens from conflict management theory and simplifies an organization's "general strategy," conflating it with management strategy. If organizational strategies are truly general, they should attempt to incorporate the diversity of stakeholder goals and strategies found within the organization.

In a 2005 book chapter, Howard Gadlin revisits the assumptions underlying what he finds to be the sometimes unspoken theory behind ICMSs. He finds a focus in the ICMS and dispute systems design literature on reducing "the costs of conflict, to transform its destructive capacity into improved relationships among disputes, and to increase productivity and performance" (2005, 375). He reviews the fact that in Ury et al.'s classic *Getting Disputes Resolved* text, interventions "carefully balanced the concerns and perspectives of both management and labor. However the conceptual framework of dispute systems design is formed almost exclusively around the concerns of managers: cutting costs, enhancing productivity, and containing conflict" (2005, 375-376). Thus, he finds as do I, a management-centered approach to conflict management in the literature following Ury et al.

Gadlin argues, “ICMSs represent the integration of conflict resolution techniques, separated from their critical origins, into the repertoire of methods of managerial control” (2005, 380). He finds ICMS designers do not see themselves as involved in “systemic organizational management”, but argues they actually are (2005, 382). Last, he finds:

Implicit in ICMS vision is a managerial view of organizational life that overlooks a basic fact—employees are empowered individually but not collectively while managers are empowered both individually and collectively. In this way, however well intentioned they are currently, ICMS threaten to become another tool by which management wields power. (2005, 383)

My research indicates that while conducting a power analysis of organizational stakeholders is extremely helpful, this simplistic conceptualization of the collective being empowered at the expense of the individual is not necessarily accurate in a unionized workplace.

An exploration of critiques of conflict management systems is the focus of Lipsky and Avgar’s 2010 article humorously titled, “The Conflict over Conflict Management.” In it, the authors label Gadlin’s critique as the “progressive” critique of conflict management whose critics “oppose attempts by management to control the workplace and the workforce without taking account of the interest of other stakeholders.” The other critique Lipsky and Avgar find is leveled at conflict management systems comes from the “traditional” camp. These critics “believe that conflict management systems help legitimize workplace conflict and inevitably lead to higher levels of employee participation in decision making than is desirable.” This critique can often be seen coming from authoritative ‘old-guard’ managers (2010, 11).

In this article Lipsky and Avgar argue:

The management of conflict, according to this approach, should complement the organization’s strategic posture and existing structures. We maintain that the level of fit between an organization’s conflict management philosophy and its strategic goals and objectives dictates whether the conflict management system will enhance or hinder key stakeholder outcomes. (2010, 11)

I find in my research while this definitely is the case, organizations should not be thought of having solely one “conflict management philosophy,” which I also find to be conflated with management’s conflict management philosophy. I find that the three unions in my study have very different conflict management philosophies, but all are part of the same organization: the Department of the Interior.

To reach this complementarily with an organization’s strategic posture, Lipsky and Avgar argue conflict management system designers and advocates should shift from “a best practice approach to a ‘configurational’ approach that emphasizes best fit.” The authors think they can do this by aligning the goals of the system with the organization (2010, 41). I agree, as my research shows, there is no one ‘best practice’ for ICMSs in unionized workplaces, but I argue that there is also no one set of organizational goals or objectives shared by all stakeholders within it. The authors conclude their article with the statement:

We strongly believe that designing and implementing conflict management systems in a strategically aligned manner will provide organizations with a competitive advantage and cause many of the criticisms of such systems to lose their appeal. (2010, 42)

Again, while I agree strategic alignment is key, Lipsky and Avgar’s focus on “competitive advantage” emanating from strategic use of conflict management privileges a management perspective as an organizational perspective. Unions as the representative of employees have a concern regarding the continued viability of the organizations in which they have members, but they also have their own goals and strategies for achieving them that may not align with management’s.

A review of the wide-ranging relevant literature demonstrates research activity regarding conflict resolution in federal sector labor relations and workplace conflict resolution has

happened largely in separate spheres. Past research in federal sector conflict resolution has focused almost exclusively on describing and analyzing the law governing rights-based dispute resolution mechanisms available through the grievance procedure outlined in the FSLMRS of 1978 and the alternative statutory procedures available through the Merit Systems Protection Board and the Equal Employment Opportunity Commission. As noted earlier in this chapter, a few studies have examined alternative dispute resolution procedures as compared to the ‘traditional’ processes, but have focused at the agency-level to discuss levels of ADR program adoption and examining the designs of such programs. Therefore, this thesis adds to our understanding of how ADR programs actually function in federal workplaces.

My review of the private sector dispute resolution literature finds a lack of consideration, for the most part, of unions and their role in alternative forms of dispute resolution to the now seemingly universal union grievance procedure with binding arbitration. Previous research shows the adoption of ICMS and other ADR programs in non-union workplaces. The research that does address conflict management systems in union settings focuses on the design of such programs, rather than their operation. Consequently, this thesis contributes to our understanding of the operation of such programs and consciously introduces the union’s perspective, as an organization, into the analysis of ICMS functioning in organizations. Other than in the initial dispute systems design work of Ury et al. (1989), the dispute systems design literature has focused on the individual employee, rather than employees as a collective, as the key organizing unit of conflict management systems. In unionized organizations, collective concerns and issues are often addressed by unions, and this thesis’s focus on local union perspectives and participation choices regarding conflict management systems provides an initial look at how conflict management systems can and cannot work in unionized settings.

## CHAPTER 3

### METHODOLOGY, RESEARCH DESIGN, AND METHODS

#### *Methodology*

Methodological, research design, and methods choices are key decisions every social science researcher makes, even if those choices are not made explicit in his or her writing. For this thesis I use Schwartz-Shea and Yanow's definition of methodology. In their guide, *Interpretive Research Design*, Schwartz-Shea and Yanow define methodology as "the presuppositions concerning ontology—the reality status of the "thing" being studied—and epistemology—its 'know-ability—which inform a set of methods'" (2012, 4). Methodology, therefore, is seen to have an ontological component as well as an epistemological one. Researchers must decide if they will employ a methodology that assumes that there is one "reality" or potentially multiple "realities" and the "know-ability" of reality or multiple realities. Ontological and epistemological approaches that assume that there exists "an objective social world that is external to the researcher" that is knowable employ, generally, a "realist-objectivist" methodology, while approaches that allow for multiple social realities and acknowledge the researcher is always necessarily present in the world he or she is investigating employ a "constructivist-interpretivist" methodology. Schwartz-Shea and Yanow describe such a methodology as resting:

On a belief in the existence of (potentially) multiple, intersubjectively, constructed "truths" about social, political, cultural and other human events; and the belief that these understandings can only be accessed, or co-generated, through interactions between researcher and researched as they seek to interpret those events and make those interpretations legible to each other. (2012, 4)

For the purposes of this study, I adopt such a methodology, as I believe it fits with my goal to understand the reasons why unions and local managers make certain tactical choices regarding

participation in an Integrated Conflict Management System and does not assume that there is one ‘truth’ regarding such choices that is ever knowable. I argue that through an iterative process of studying and learning from the unions and managers I study I can begin to come to terms with the variety of perspectives on my research topic. Instead of standing behind the proverbial one-way mirror, watching the world from a perceivably objective location and recording it, I take an active approach that emphasizes two-way engagement with my research participants.

My constructivist and interpretivist methodological choices align in many ways with the sociological theory of symbolic interactionism. Its anti-determinism, in which ‘change’ is featured as a primary concern, allows actors in social systems to be “seen as having, though not always utilizing, the means of controlling their destinies by their responses to conditions” (Corbin and Strauss 1990, 5). This theoretical orientation brings focus to the intentions of actors responding and not responding to their situations, rather than focusing strictly on more agency-less structural explanations for social phenomena. As discussed briefly in Chapters 1-2 and will be discussed in detail in Chapters 5-7, my analysis of the goals, strategies, and tactics of the local unions and management teams included in my study places emphasis on the actions of each group with regard to conflict management and the intentions behind those actions.

In this study I use an inductive approach and logic to answer my research question. This approach builds up on what I find in the field, rather than pre-formulating hypotheses and testing them (Gibbs 2007, 4-5). An inductive approach is a practice that fits squarely in an interpretivist methodology. As Schwartz-Shea and Yanow write, researchers using an interpretive methodology “do not set out to test key concepts defined before the research has begun.” Any concepts from the literature and/or prior experience are not brought in to the field to “test the accuracy of those understandings.” The goal is to let the field experience help define the

concepts “that are shaped by their situational use and by the lived experience of those ‘naturally’ working, playing etc. in the study setting” (2012, 18). Fieldwork methods (interview as well as observation) using this approach can be aimed at enabling “claims of constitutive causality, why humans act as they do due to their own understandings of their worlds” (Schwartz-Shea and Yanow 2012, 90).

### ***Research Design***

In order to attempt to answer my research question I have designed a study using a matched case comparison design using a maximum variation sampling strategy. This design is useful for determining why similar cases on many “critical dimensions” differ on the significant one of interest (Frost 2000, 563). In order to attempt to rule out alternative explanations, I attempted to best match cases (‘bargaining units’ for the purposes of this study) along as many critical dimensions as I could.

The site for my study, the U.S. Department of the Interior, has roughly 150 bargaining units (U.S. DOI 2010). Since my research question attempts to understand why local unions use different tactics regarding participation and non-participation in an Integrated Conflict Management System, a “maximum variation” purposeful sampling strategy is most appropriate. Purposeful sampling, unlike random sampling, does not use a probabilistic logic to attempt to make generalizations about the likelihood of findings being applicable to a larger population. Instead, using purposeful sampling, the researcher studies carefully selected “information-rich cases [which] yields insights and in-depth understanding rather than empirical generalizations” (Patton 2002, 230).



Specifically, a maximum variation sampling design, as described by Michael Quinn Patton, “aims at capturing and describing the central themes that cut across a great deal of variation.” “Any common patterns that emerge from great variation are of particular interest and value in capturing the core experiences and central, shared dimensions of a setting or phenomenon” (2002, 234-235). To select cases that varied as much as possible on the dimension of ICMS participation, I first selected two bargaining units that were on the extremes of the participation dimension. Details of each unit selected for this study appear in Chapters 5, 6, and 7. In Unit A, the union was opposed to CORE PLUS participation when management proposed it during the last round of bargaining for its current term collective bargaining agreement (CBA). Thus, bargaining unit employees could not participate in CORE PLUS. Unit C can be seen to reside at the opposite extreme. The union in Unit C initially approached the local management team asking to participate in CORE PLUS. Soon after, the parties implemented the ICMS by way of a Memorandum of Agreement, which was appended to the parties’ CBA. In this unit a union member serves as the CORE PLUS Coordinator for the office, and bargaining unit employees are using the system. Unit B can be seen to reside in between Unit A and Unit C on the participation dimension—arguably closer to Unit C—as the union there ultimately agreed to participate in CORE PLUS, when the ICMS was proposed by management in negotiations for its first term collective bargaining agreement. The union, though, has not had any bargaining unit employees use the system. All three units were chosen from the same bureau of the Department to attempt to control for differences in organizational cultures of each DOI bureau. While all three units were not able to be matched on size, job function, and international union dimensions, variation occurred in such a manner that still allows for inference, as will be discussed in

Chapters 5-7. A chart detailing the critical dimensions of each bargaining unit can be found in Appendix 1.

Also using purposeful sampling design for her study on unions and workplace restructuring, Ann Frost discusses two issues that have the possibility to affect the inferential logic of the matched case comparison design. The first is the idea that an “omitted variable, something unseen or unguessed-at, produced” the results she argued were attributable to certain explanatory variables. While this always may be the case in interpretive research, Frost argues that by sharing her results with union leaders and managers in the industry she studied, as well as others, and getting positive feedback, she could be confident in her findings. The second, connected, issue Frost raises is that of “reverse causation.” By this, she means when something other than an explanatory factor presented in the research creates the conditions for that factor to seem to be explanatory. While Frost uses historical evidence to give support to her argument that reverse causation is likely not at play, the model I propose in Chapter 8 is not a linear one. Therefore, I believe there is not one factor or multiple causal factors that influence union participation and engagement in an ICMS that are not affected or potentially affected by the other factors in my model (Frost 2000, 577).

### ***Methods***

In order to study my selected bargaining units in depth, I spent one week in each unit conducting interviews and observing organizational life. Over the course of the three field site visits I conducted 41 individual interviews with union members and managers in total in addition to conducting a group session with union members in Unit C. I did not interview bargaining unit

employees who were not union members at any of the three sites. I also attended a monthly union meeting of the union in Unit A that happened to coincide with my visit.

In addition to fieldwork in each of my three bargaining units I also attended a CORE PLUS conference for Department of the Interior employees involved in the ICMS in both full-time and collateral duty capacities and interviewed key Department officials and national union leaders involved in labor relations, human resources, and CORE PLUS in the Department and the bureau I selected to study. This allowed me to receive a broad introduction to the ICMS and learn about its current functioning Department-wide.

While an in-person site visit with individual interviews arguably is one of the most time-intensive methods for data collection, I note here that my data quality likely would have been lower if I had used a survey to attempt to capture the nuances of union member and manager views on conflict and its resolution in the workplace. For example, one employee interviewed for this study began the interview denying that conflict was an issue in the workplace. By the end of the interview an hour later she revised earlier comments providing detail about latent workplace conflict she had experienced over the years in the workplace. I believe this employee almost surely did not feel comfortable talking about such conflict at the beginning of the interview with me, who was a stranger to him/her and the worksite. If I instead had used a survey instrument to attempt to capture this employee's views on conflict in her bargaining unit, the employee may likely have reported her 'first' view that did not acknowledge latent workplace conflict because the survey instrument, as an impersonal measure, may not be able to build the trust needed to overcome participant uneasiness to discuss sensitive issues.

In addition to interviewing, direct observation of workplace life by the researcher is an important source of data that is infrequently used in workplace conflict research. As David

Lewin notes, almost all research in the field is on written grievances and thus the need to utilize more “observation, participant-observation and other primary research methods that potentially permit greater documentation and analysis of the informal settlement of employment relationship conflicts” (2008, 462). Direct observation, while necessarily filtered through the researcher’s own lenses and sensemaking abilities, should not be summarily dismissed as less accurate a method due to a belief that it is somehow more removed from the employees’ direct experiences. Instead, direct observation allows the researcher to analyze conflict in the workplace in ways that employees may not choose to discuss in a survey or interview or even be aware of. In this study, I found moments in between interviews when walking around the bargaining units, chatting with many employees and observing the setting, just as instructive as the actual ‘on-the-record’ interviews. Thus, I see my observations and experiences in the field as important data points that complement my interview data.

After completing my field visits, I analyzed my interview and observation data to look for themes and concepts that may provide an explanation of my research question. Yin identifies this process as “explanation building,” which he describes as an iterative process the researcher takes, going back-and-forth between potential explanations to see if they are confirmed or discounted by the data at the same time as allowing the data to inspire potential explanations as well (2009, 141-144). Eisenhardt, in a similar fashion describes this “highly iterative process” as one where the researcher needs to “compare systematically the emergent frame with the evidence from each case in order to assess how well or poorly it fits with the case data. The central idea is that researchers constantly compare theory and data—iterating toward a theory which closely fits the data” (1989, 541). Once I determined the factors that had the most explanatory power, I went back to each interview and sorted the data into these categories/factors to be sure that I did not

find evidence that contradicted my argument and therefore could not be grouped in such a manner.

Robert Gibbs in his 2007 text, *Analyzing Qualitative Data*, describes this process as one of “constant comparisons” that has two aspects. First, he recommends researchers use the process to continually check the “consistency and accuracy” of their analyses of data. Second, he argues researchers should “look explicitly for differences and variations” in the data that allow theoretical propositions to be made. He states the importance of both focusing on treating the data comprehensively as well as dealing with what are perceived to be negative cases, iteratively as well. The “discovery of negative cases or counter-evidence to a hunch in qualitative analysis does not mean its immediate rejection,” he writes. “[Researchers] should investigate the negative cases and try to understand why they occurred and what circumstances produced them.” This process, taken as a whole, allows researchers to use the seemingly ‘negative’ evidence to revise codes and theoretical labels, making the revised or new analyses that result, better and more inclusive as a result of this iterative process (2007, 96).

I now turn from my discussion of methodology, research design, and methods, to provide the historical, institutional, and legal background for collective bargaining at the Department of the Interior as well as for the CORE PLUS ICMS.

## CHAPTER 4

### CORE PLUS AND LABOR RELATIONS AT THE DEPARTMENT OF THE INTERIOR

#### *The Department of the Interior and History of the CORE PLUS Integrated Conflict Management System*

The Department of the Interior, one of the fifteen cabinet-level executive branch departments, was created in 1848 when Congress took Indian affairs and land management responsibilities as well as the then-pension and patent offices and combined these functions into a new agency. Today, the Department is primarily responsible for managing the United States' public lands as well as the United States' trust responsibilities to American Indians, Alaska Natives, and Native Hawaiians (U.S. Government Manual 2011, 213). The Department is organized into eleven primary bureaus and offices. In total, it employs approximately 70,000.

The work of the Department's bureaus and offices is organized by several key functions. The Bureau of Indian Affairs and the Office of the Special Trustee for American Indians administer the federal Indian trusts and serve as the U.S. government's representatives to tribal governments. The Office of Insular Affairs provides financial and technical support to the U.S.'s insular territories, which include American Samoa, Guam, and the U.S. Virgin Islands. The U.S. Fish and Wildlife Service and National Park Service manage the National Refuge and National Park Systems, respectively. The Bureau of Land Management manages designated federal land, for preservation and active use, while the Office of Surface Mining, Reclamation, and Enforcement manages and leases federal land for mining as well as enforces mineral extraction regulations. The Bureau of Ocean Energy Management and the Bureau of Safety and Environmental Enforcement manage leases and safety regulations, respectively, for offshore drilling. Operating west of the Mississippi, the Bureau of Reclamation provides wholesale water

and hydroelectric power to the western United States, and last, the U.S. Geological Survey is the federal government's earth science research agency. It conducts research in the earth and environmental sciences and does not have any land management or regulatory responsibilities (U.S. Government Manual 2011, 213-225).

In its daily work, one can see that conflict is hardwired into the mission of DOI. Managing public lands and American Indian trust resources means that the Department is always attempting to balance competing interests regarding the question of how best to manage the land. For example, conflicts between people and organizations that wish to utilize public lands for resource extraction, such as mineral and water resources, and those that wish to preserve the land are common at DOI. Additionally, several DOI employees interviewed for this study commented on the independence of each bureau and each's differing organizational culture. Organizational culture is defined by Trice and Beyer as the set of norms, values, and expected behaviors that are shared across most or all members of an organization (1993). As one manager commented, "DOI was explained to me soon after I started as a holding company for eight independent companies that think they are more important than the whole." These comments, lead one to conclude that organizational culture elements, which emphasize a shared work identity and a common belief system are bureau-oriented, rather than found at the Department-level.

Strong, independent organizational cultures and cultures of institutionalized conflict may be one reason why the department led the charge in designing the federal government's first departmental integrated conflict management system. Like many other federal agency dispute resolution initiatives, the origins of CORE PLUS as an integrated system can be traced to DOI's 1996 policy on ADR, which was required following enactment of the Administrative Dispute

Resolution Act of 1996 (Public Law 104-320, codified at 5 U.S.C. 571-583). The Act only provided minimal requirements for agencies: to develop an agency-level policy addressing alternative dispute resolution as well as to designate a senior official to be an agency dispute resolution specialist: a point person and advisor of dispute resolution programs and initiatives. Details of what were to be included in agency ADR policies were left up to the agencies themselves (Nabatchi 2007, 647). DOI chose to develop a broad policy that covered the entire Department encouraging alternatives to traditional dispute resolution practices in all facets of the agency's operations (U.S. Interagency Working Group 2007, 43).

In 2001, the Secretary of the Interior institutionalized dispute resolution in the department by creating a centralized office to coordinate DOI conflict management initiatives and programs. The new Office of Collaborative Action and Dispute Resolution (CADR) was designed to work closely with the Office of the Solicitor, the Interior Department's general counsel, who designated a Senior Counsel to specialize in ADR and a new Interior Dispute Resolution Council, comprised of representatives from every DOI bureau and office, which was created to provide leadership, guidance, and feedback on the department's conflict management programs (U.S. Interagency Working Group 2007, 43). In her study of the institutionalization of ADR in the federal government, Nabatchi reviews the research on ADR program adoption by federal agencies. That research, she argues, "suggests that the implementation of ADR varies tremendously, both within and across agencies" (2007, 647). While many agencies did only the minimum required under the 1996 Act, the Department of the Interior designed and implemented an extremely comprehensive ADR policy as well as importantly backing it up with significant organizational resources.



After the adoption of the agency's ADR policy, the Department began to design and implement an agency-wide integrated conflict management system first called "CORE" and then expanded and changed to "CORE PLUS." The system has been available in its current form since 2007 to all non-bargaining unit DOI employees. Notably, the agency acknowledged that it was moving beyond a strictly ADR approach that focuses in a reactive manner on alternatives to traditional forms of *dispute resolution*, with its decision to incorporate some ADR processes into a system that was focused more broadly on proactive *conflict management* (Lipsky and Avgar 2008, 149). In its handbook for the system, the Department offers its goals and objectives for CORE PLUS:

The goal of CORE PLUS is for the DOI to fulfill its commitment to institute an integrated conflict management system that creates an environment throughout the organization ripe for raising all kinds of concerns, listening and being heard respectfully, and working collaboratively to solve problems effectively. An integrated conflict management system helps to develop a workplace where issues and concerns can be raised at the appropriate level, with confidence that they will be respectfully heard and responsibly dealt with, and creates a system for raising and resolving concerns that is fair, friendly, and flexible. (U.S. DOI 2011, 2)

Although effective resolution of identified disputes can be seen to be included in the objectives of the program, one can easily see the broader goals and objectives identified by the agency. The handbook continues:

CORE PLUS is designed to develop and integrate conflict management competencies into the culture of the Department. CORE PLUS offers structures, skills, and processes to support early and effective conflict management and enhanced communications, thereby leading to a more productive and efficient workplace and one that embraces collaborative approaches to problem solving and open and transparent decision making. (U.S. DOI 2011, 2)

The commitment to conflict management as an organizational culture change agent versus a sole focus on alternative processes for dispute resolution sets the vision of the Interior Department

apart from most other federal agencies. In my next section, I turn to how this system with much potential to manage conflict productively in theory is operating in practice.

### ***The CORE PLUS Integrated Conflict Management System***

CORE PLUS operates as a coordinated network of full-time and collateral duty DOI staff with external neutrals available via contract that can be utilized in certain situations. The system is managed centrally and Department-wide by the Office of Collaborative Action and Dispute Resolution, located at DOI headquarters in Washington. The organizational location of CADR within the office of the Assistant Secretary of Policy, Management, and Budget means it has access to the top leaders of the agency and key partners in Human Resources and the Office of the Solicitor, but remains organizationally independent of those offices. Each bureau and office below the Assistant Secretary level has designated a Bureau Dispute Resolution Specialist to manage the CORE PLUS program within his or her bureau or office. This specialist serves as a key liaison between the CADR staff at the Department-level and bureau management and conflict resolution professionals. He or she also serves on the Interior Dispute Resolution Council, which is the policy-making and governing body of CORE PLUS. The Council meets monthly to discuss the ICMS and other conflict management and resolution programs at the Department.

CORE PLUS can be accessed by any employee in the Department of the Interior except bargaining unit employees whose union has not come to an agreement with agency management to participate. Employees reach the system initially either by calling, visiting, or emailing the CADR office in Washington, a CORE PLUS Coordinator, or CORE PLUS neutral roster member within his or her bureau. A coordinator position is almost always collateral duty,

meaning that CORE PLUS responsibilities are considered secondary duties to an employee's primary job. But each bureau structures its program differently with a few bureaus having full time CORE PLUS staff. Roster members are collateral duty (U.S. DOI 2011, 12).

Employees having conflict issues themselves or other interested and involved parties (such as supervisors, coworkers, HR staff, EEO staff, or union representatives in participating bargaining units) can contact CORE PLUS. DOI does not limit the issues that may be attempted to resolved or managed in a CORE PLUS process, so long as they are related to employment, but the agency reserves the ability to designate that certain matters may not be dealt with by CORE PLUS (U.S. DOI 2011, 4). When an employee or interested party contacts a CORE PLUS representative he or she starts a consultation process in order to determine the reasons why the employee or party initiated contact with the ICMS and what potential next steps could be. During the initial consultation, CORE PLUS Coordinators are instructed to ask what has been done prior to contacting CORE PLUS. This could range from speaking with someone in Human Resources about an issue, to filing a formal grievance or initiating a statutory complaint, or using appeals processes available to federal civil servants. Depending on the status of any other ongoing proceedings regarding the same matter, the CORE PLUS coordinator or staff member then has a range of ICMS options to explore with the employee or interested party. Examples involving a single employee include a referral to another information source within DOI or a referral to conflict coaching for one-on-one conflict management assistance for that employee. Options for two or more employees in conflict include a referral to mediation or a larger group facilitation, which the coordinator can help to set up. Another option, a climate assessment, may be appropriate if there are ongoing issues within a workgroup, team, or office. Ultimately, the

objectives for the CORE PLUS consultant at this stage are “information gathering, reflecting on options, and forward movement” (U.S. DOI 2011, 80-81).

A key aspect of CORE PLUS that differs from programs in which all parties must always consent to participate voluntarily is that DOI must participate by sending a representative to a CORE PLUS process if requested by an employee. The only exception to this policy is if a matter is in the formal stage of the Administrative Grievance Procedure (which is only available to non-bargaining unit employees) agency management serves as the final adjudicator for a formal administrative grievance, versus an outside arbitrator who is chosen jointly by a union and the agency to adjudicate grievances in the negotiated grievance procedure, and is available to bargaining unit employees (U.S. DOI 2011, 5).

When two employees or a group of employees agree to begin a conflict resolution process, such as mediation or group facilitation, a part-time collateral duty CORE PLUS coordinator or staff member works to schedule the session and neutral. At this stage the coordinator or staff member is instructed to take care to select a neutral without a conflict of interest or perceived conflict of interest. Often this is accomplished by selecting a neutral out of a different region of the bureau or office in which the mediation or facilitation will take place, or alternatively a neutral from a different bureau or office completely. Additionally, CORE PLUS contracts for external neutrals, in cases in which it is decided that a neutral from outside the Department would be most appropriate. These include federal sector neutrals from the Federal Mediation and Conciliation Service (FMCS) and the federal Shared Neutrals program in the District of Columbia, as well as private sector neutrals (U.S. DOI 2011, 12).

Before entering a CORE PLUS mediation or facilitation session, the parties and neutral are required to read and sign an agreement to mediate (or facilitate) that includes a

confidentiality agreement to protect what is said and proposed in a CORE PLUS process. This agreement lays out the ground rules for the session and reminds parties that the parties or the neutral can end the session at any time. It also reminds the parties and the neutral about the confidentiality requirements of the federal Administrative Dispute Resolution Act and the additional confidentiality safeguards built in to CORE PLUS (U.S. DOI 2011, 32).

A mediation, facilitation, or other group process is ended by a party or the neutral when a) a resolution is reached, or b) a party and/or the neutral decide to terminate the process.

Possible reasons for termination, absent a resolution, include reaching impasse, a confidentiality breach, or an understanding that furthering the process would not meet a party's needs (U.S. DOI 2011, 13). Any resolution is memorialized in a resolution agreement. The format of such an agreement differs depending on what (if any) formal process a complainant is ending through reaching a resolution in CORE PLUS. Therefore, if the CORE PLUS process was initiated during an EEO proceeding, for example, the Department will require the resolution agreement to meet certain specific criteria to be in compliance with Departmental policy and government-wide regulations (U.S. DOI 2011, 38). If no resolution is reached, the CORE PLUS neutral will issue a "Notice of Results and Options" form to the employee(s) initiating the process. This form discusses the options an aggrieved employee has, which include filing a formal administrative or negotiated grievance (based on the employee's bargaining unit status) and filing a formal EEO complaint (U.S. DOI 2011, 14).

Now I will turn to focus on CORE PLUS's relationship with the nearly 150 bargaining units in the Department.

### ***Unions in the Department of the Interior***

The Interior Department has a history of collective bargaining that is longer than almost every other federal agency. Most federal agencies did not recognize or collectively bargain with unions prior to a 1962 Executive Order issued by President Kennedy that directed them to begin recognizing and bargaining with majority-selected unions in an extremely limited fashion over working conditions, but not wages or benefits (U.S. Executive Office of the President 1962). The Interior Department was one of the few exceptions to this trend, as, beginning in 1948, it started to recognize and collectively bargain with ungraded hourly rate employees on its own. The Department itself ran elections and certified unions itself prior to Kennedy's 1962 Executive Order (Wilson 1961, 87-92).

DOI's comparatively long history with recognizing unions at the local level for certain types of employees meant that unlike other agencies that have negotiated nationwide CBAs with unions, the Interior Department's collective bargaining landscape is extremely fragmented. In total, the Department has 150 exclusive recognitions ranging in size from a unit of 7400 employees in the Bureau of Indian Affairs and Office of the Special Trustee for American Indians, to a unit of three employees at Glacier National Park. The total number of employees in bargaining units at the Department nears 20,000, which is about 30% of the total number of employed by the agency (U.S. DOI 2010, 1).

Even though the large number of units lead to a large number of separate local union-management relationships and CBAs, the Federal Service Labor-Management Relations Statute and FLRA rules permit national unions representing a substantial minority or outright majority

of employees in an agency to request “national consultation rights” with the agency. At DOI, the American Federation of Government Employees AFL-CIO, the National Federation of Federal Employees-IAM AFL-CIO, and the American Federation of Teachers AFL-CIO have been granted national consultation rights (U.S. DOI 2010, 1). FLRA rules require agencies with unions granted national consultation rights to consult with their recognized unions, in addition to and separate from the process of collective bargaining, providing “reasonable notice of any proposed substantive change in conditions of employment” and considering the unions’ views before finalizing any change in employment conditions (U.S. 5 CFR 2426.3). The Interior Department has invited its unions with national consultation rights to join its labor-management forum, which the agency is required to maintain per Executive Order 13522 (December 9, 2009). The goal of a forum is to create a space in which unions and agency leaders can come together in an ostensibly non-adversarial setting to improve agency performance and to give unions additional avenues to voice ideas outside of the collective bargaining process.

In its March 2010 plan for launching a labor-management forum, the Department describes its range of labor-management relationships in the following manner:

DOI’s various union recognitions are characterized by the normal range of activity and labor- management cooperation. There are a number of inactive units, units with vibrant and productive dealings, and those which are extremely adversarial. However, DOI has historically encouraged labor-management cooperation as an effective and efficient means of doing “business”. Cooperative relationships have served to significantly reduce the number of grievances, unfair labor practices and other third-party disputes. (U.S. DOI 2010, 1)

As of today, DOI’s forum is actively meeting and addressing a wide variety of labor-management concerns in the Department.

### ***CORE PLUS and Department of the Interior Bargaining Units***

How does the CORE PLUS ICMS operate in the Department's unionized workplaces? With 30% of the agency's employees in approximately 150 separate bargaining units, the Department has a substantial minority of employees represented by a union. In these units, the DOI has undergone an incremental strategy of proposing to implement CORE PLUS during term collective bargaining negotiations or in other units on a case-by-case basis. Even though the negotiability of all elements of an ICMS has not been directly addressed by the FLRA in the interest of gaining union buy-in for the system the Interior Department has taken the position that before CORE PLUS can be used by or with any bargaining unit employee, the local union representing the bargaining unit must agree to a Memorandum of Understanding to participate in the program or incorporate language into its term collective bargaining agreement (U.S. DOI 2011, 24).

An important point to recognize here is that unions do not simply "opt-in" to the ICMS; they actively negotiate with agency management at the local level the contract language that will govern bargaining unit employees either mid-term through MOU negotiations or through term bargaining. Of the two local unions in this study that agreed to CORE PLUS, one agreed through an MOU and the other in term bargaining. Understandably, the process of negotiating a stand-alone MOU differs significantly from term bargaining when union and management teams often trade packages of proposals, dropping or modifying some proposals in exchange for others. Analysis of its CORE PLUS implementation handbook and interviews with agency BDRSs indicate that the agency's policy has thus far regarded the ICMS as a permissive subject of bargaining for the union and has not taken a CORE PLUS proposal to the Federal Service Impasse Panel (the federal government's interest arbitration panel) against the wishes of a union



when a term CBA cannot be reached through negotiation (U.S. DOI 2011, 23-24). But, as will be discussed later, a union member in one of the bargaining units included in this study recalls management arguing that if the union accepted the ICMS, management could “lighten up” in other areas during term CBA negotiations (A-U-4).

Lipsky and Avgar discuss another possible scenario for initial implementation of an ICMS in a union environment. Recounting the case of a pilot ICMS implementation for the New York State Office of Court Administration, the authors found the “unions representing court employees were full partners in the design committee.” With the unions involved in the design, the process of negotiating an MOU or CBA language may have cemented what had been already agreed upon in the design stage. Lipsky and Avgar do not discuss whether the ICMS was ultimately agreed to formally in an MOU, CBA chapter, or in some other manner, however (2010, 40). In Chapters 5 through 7, I will come back to this issue, as my research indicates that the form of agreement does matter a great deal, and a well executed agreement can serve the parties well over the long-term.

The Department’s Office of Human Resources and the CADR office do not keep data on the number of the agency’s bargaining units that have opted-in to CORE PLUS. In interviews with Bureau Dispute Resolution Specialists, only rarely did one have knowledge of the specific bargaining units that had adopted CORE PLUS. Most only were able to make a general estimate of the numbers of units participating. The lack of exact data is due to the fact that the Department and CORE PLUS leaders have not made the collection of such data a priority. Most BDRSs are not in bureau Human Resources offices and therefore do not frequently have the occasion to work closely with labor relations staff. And in some bureaus, labor relations staff may have dozens of bargaining units and their respective collective bargaining agreements to

keep track of, whereas in the other bureaus there may be none. The time when the two job functions understandably intersect is when CBAs are up for renegotiation or there is a decision made to attempt to negotiate an MOU. Then, BDRSs or other bureau staff assigned to CORE PLUS work with labor relations staff to craft MOU or CBA language using a model provided in the Department's CORE PLUS Implementation Handbook (U.S. DOI 2011, 26-27).

Bureau CORE PLUS staff (and CORE PLUS staff at the Department-level) need to walk a fine line between being (and being seen by employees and unions as) 'management' and being neutral. Since they believe in the program and support expanding CORE PLUS to bargaining units that don't currently have the system, CORE PLUS staff, primarily at the bureau level, are involved when management negotiates the system's potential initial entry to a bargaining unit. For example, the Indian Affairs Bureau Dispute Resolution Specialist recounted recent term negotiations for one of her bureau bargaining units in which she worked with management to craft draft CBA language to bring to the table. But at the same time she worked to establish a good rapport with the union and tried to serve the role of expert witness during the negotiating sessions, rather than being on management's team (Interview August 19, 2012).

While the exact number of bargaining units with CORE PLUS is unknown, interviews with CADR staff and BDRSs, along with bureau labor relations staff, indicated a full range of bargaining unit relationships with the ICMS. Anecdotally, DOI staff knew of unions that have not yet been approached about CORE PLUS, unions that have refused CORE PLUS when offered it in midterm and term negotiations, unions that have adopted CORE PLUS, and unions that had adopted CORE PLUS but in later negotiations were successful in getting it removed from their CBAs.

As discussed in Chapter 3, this study uses purposeful sampling, not to randomly sample all DOI bargaining units to attempt to make claims about the makeup of the entire population of DOI bargaining units, but to instead learn why unions make different choices regarding initial acceptance of and ultimate participation in CORE PLUS. Therefore, in my next chapter I introduce and analyze the first bargaining unit selected for this study. A chart with further summarizing the three units may be found in Appendix 1.

## CHAPTER 5

### UNIT A

#### *Introducing Unit A*

Like so many of the Interior Department work units and units within the bureau selected for this study, Unit A has a dual mission to protect America's natural resources and cultural heritage, while at the same time being accessible to the public. As a field site of a DOI bureau, the unit includes a range of occupations from jobs that primarily interact with the public, facility maintenance, back office support, as well as research and education. The unit has around 150 employees in total, who are classified as "non-professionals" under federal labor law. Of those, the union indicated that 86 were currently union members. The union also had 36 retired members, those members who had retired or moved on from government service, but nonetheless decided to maintain their membership in the union. The national union, of which this local is a part, is the American Federation of Government Employees (AFGE), which is one of the three primary national unions representing DOI employees.

The union has had a long history in the unit, with recognition by the Interior Department dating back fifty years to when collective bargaining in the federal sector was governed by Executive Order rather than by statute. The union and management regularly negotiate collective bargaining agreements as their terms expire. Negotiations were reported by both sides to be contentious and drawn out, with ground rules negotiations for the unit's upcoming term negotiations taking over a year to complete (A-U-6).

CBAs in recent memory have all been three years in length, the standard in federal sector CBAs. Since striking is unlawful, federal sector CBAs almost always include language in which

the CBA rolls over automatically from year to year, unless one of the parties moves to renegotiate the agreement during a specified period before the CBA's anniversary date. Unit A's agreement contains this language, and interviews with the union indicate that it has been the moving party in the past two triennial negotiations (A-U-4). At the time I conducted fieldwork for this thesis, February 2012, the union was writing its term bargaining proposals to turn in to management to begin term CBA bargaining. The management negotiating team would then be developing counterproposals based on the union's proposals.

When compared to other federal locals, Unit A's union membership can be seen to be on the active side. Newly installed local officers, recounted the contested election the local had in December 2011, leading to the installation of a new executive board of six officers in January 2012. Only two races were uncontested and 50% of members voted in the election (February 2012 Union Newsletter). The local has monthly membership meetings after work hours that are relatively well attended. I was invited to observe a monthly meeting during my visit to the unit and found members to be engaged actively, serving on committees and reporting back on their progress, and working through issues affecting the bargaining unit. About one-quarter of the membership was present at the meeting I attended. To be sure, non-active members do not attend union meetings, nor do bargaining unit employees who choose not to join the union. But the agenda, involvement of members, and member engagement in union meetings is an important source of data on how the union sees its role and its members and leaders determine its direction.

Currently, Unit A does not have CORE PLUS or any form of ADR in its CBA. Nor does it have an MOU to that effect. Conflicts currently are resolved through direct negotiation, after being channeled through the CBA's grievance procedure, or statutory processes such as FLRA

unfair labor practice (ULP) proceedings, MSPB appeals, and the EEO process. The union reported filing around 8 to 10 ULP charges in 2011 and about 25 grievances, which is about its average in recent years. Numbers of MSPB appeals and EEO cases are much lower. With a large number of grievances and ULP charges filed annually, the content of such filings will understandably vary. Union members and leaders recounted recent grievances, such as individual performance evaluation grievances, a unit-wide time-off award grievance, and work schedule grievances. ULP charges often were filed in regards to changes in working conditions the union claimed were not properly negotiated before being implemented by management. For MSPB-appealable discipline and discharge cases for which filing a grievance was an option, the union almost always chooses to go the MSPB route and represents members in that process.

Interviews with management and union indicated almost all of the ULP charges and grievances were resolved through direct negotiation after a formal process was invoked. In the case of ULP charges the FLRA played an important role letting the agency know when a ULP complaint would likely issue, giving the agency additional incentive to settle a charge before the FLRA General Counsel approved a complaint. Grievances were most frequently resolved at the Step 2 or Step 3 levels. Step 3 is the step directly before the union would vote to take a grievance to arbitration. In what may initially seem counterintuitive, grievances in Unit A almost never reach arbitration. Management and union representatives recount a normal practice of reaching settlement after discussions with the #1 and #2 top management officials. ULP charges, MSPB, and EEO administrative proceedings are usually settled before any administrative hearings are scheduled or take place.

Of particular relevance to this study is a ULP charge against local management, regional management, and the Interior Department's Solicitor's Office filed in early 2012 regarding

CORE PLUS. In this charge, the union alleges the agency has not been responsive to an information request it made requesting all CORE and CORE PLUS “agreements.” The union says that it has evidence that the agency allowed some bargaining unit employees the opportunity to use CORE PLUS, when the union did not authorize the ICMS. The union reported that after the FLRA began looking into the charge, the agency told the Authority’s investigator that it had no documents responsive to the request. In interviews, union representatives indicated that several union members had turned over their CORE agreements to the union. The union then turned over the resolution agreements to the FLRA to investigate further as to why the agency did not produce these agreements. As of April 2012, the FLRA investigation was on hold while a hearing and forthcoming decision by an Authority Administrative Law Judge on an unrelated ULP complaint was in process.

Even as controversy surrounds CORE PLUS in this unit, it is important to recognize that ADR has been used successfully in the past. Union and management negotiators have utilized the services of Federal Mediation and Conciliation Service mediators to help move the parties forward during collective bargaining. Every union and management representative interviewed saw the value that FMCS provided (A-U-4; A-M-8).

### ***Unit A: Union Goals, Strategies, and Associated Tactics***

In the week I spent at Unit A, I interviewed union leaders and members to discern goals and strategies of their local as well as to learn about conflict management tactics chosen, including their decision not to participate in CORE PLUS and their views on conflict management systems. I also had the opportunity to observe a monthly union meeting, and I also observed union leaders interactions with management staff during my visit. I identified two big-

picture goals of the union and two predominant strategies and related tactics the union utilized to attempt to achieve its goals.

Goal 1: To build union power

It was clear during my discussions with Unit A leaders and members and my observation of the union's monthly meeting that growing the strength of the union as an organization was a priority for members and leadership. Members described the union as being an essential element of organizational life currently, but some discussed how it could have more of an impact. A longer-term specific goal of local union leadership and AFGE is to work toward a regional CBA that would combine and allow for a more unified and powerful voice with its bureau's management. As noted in Chapter 4, DOI is one of the most decentralized agencies in the federal government for collective bargaining. While other departments have nationwide master agreements (with local supplements), DOI bargaining units are almost all at the individual worksite level. One member recounted that the recent ground rules negotiations for a term collective bargaining in Unit A took a year. With a regional CBA, the length of time for negotiation may be shortened due to the higher-profile nature of a wider-scope CBA and its importance (A-U-6).

Union members commented on the fact that building union power also ultimately meant holding back threats to its power from management officials who were thought to be continually attacking it. In this context, the notion of building power involves thinking about how to build strength for the union as an organization while at the same time not losing any power that you currently have. A specific example of an issue on this front surrounded official time, the time union representatives are released from their jobs to provide representational services to



bargaining unit employees, receive training, and bargain term and midterm agreements for the union. Union representatives felt management assumed that they were constantly abusing their official time privileges, when they were not. A union representative told me that often a supervisor will see an employee talking to the union rep and will ask if the rep is on official time. “We know we are a target. [Official time] is the only thing they can try to get us on. They nig and nag at us” (A-U-6).

This contention over official time spilled over into my visit to the bargaining unit. While DOI, bureau management, and local management all agreed to participate in this study, management limited the number of union members it would grant official time, to be interviewed for the study due to the fact that it was a busy week at the unit. Several union members met with me after work hours so they could still participate in the study. In Units B and C, management officials did not limit my access to union members.

Goal 2: To provide and demonstrate the union’s value to members and non-members

In many senses, this goal is related to Goal 1, but it is distinguishable due to the fact that having an active engaged membership that appreciates the union’s value in the bargaining unit, throughout the federal government, and beyond was seen to be essential to the local union’s long-term stability and success. This can be seen to be the case even if it could have achieved power through other means, such as through regional collective bargaining and ending attacks on its ability to use official time. This goal was not tied specifically to raising the percentage of bargaining unit employees who choose to become union members, but to the ways that union members, non-members, and managers saw the union’s role in the workplace. Like with Goal 1, union members stated they were frequently on the defensive, having to continually show the

union's value through tactics such as filing grievances and ULP charges, when management was challenging their role and value to their members and to the American public in general. One union member commented:

Without a grievance process, what do you do? If you don't have a say in your workplace, employees will have much worse morale, agencies are going to violate the law more often and there is nothing to keep the agencies in check. And I think that was Congress's intent and the President's intent in 1961. In a place where we spend 75% of our lives, employees should have a right to decide at least certain things: our work environment. I think it is beneficial to the American people and to the United States government and certainly not a waste of time or money. I want to show the American people that, yes, invest in your federal government but also organized labor in federal government because you will get a much better service than what you would without one. (A-U-8)

Managing a bargaining unit's union membership rate is a goal for any union if it wants to survive, especially in an open shop environment like the federal government. Lacking the ability to charge non-members agency fees, open shop unions rely on voluntary dues payments to fund all of their activities and collective bargaining. Additionally, only dues paying members are able to serve as officers, negotiating team members, and attend union meetings, meaning that a local with a low membership rate will have fewer members to serve on committees, as stewards, and as officers. Union members in Unit A did not indicate that they had a goal to raise the percentage of bargaining unit members who were union members, indicating that they did not see their current membership rate of about 57% of the bargaining unit to be a problem. Indeed, the unit's high number of retiree members (about 30) indicates that members see the value of staying a member in the local, even after retirement. However, one union member observed, the fact that, "even though we have been around for 51 years as a local, it ebbs and flows in terms of membership. When employees are happy our numbers shrink. When they are not happy they grow" (A-U-8). Employees see value in the union (rightly or wrongly) when conflict is

perceived to be present in workplace and they think the union is able to help them deal with it. How does CORE PLUS enter into the union/value calculus for this local? One member bluntly stated what others had also alluded to, “CORE PLUS waters down what the union does for the bargaining unit” (A-U-4). This belief puts CORE PLUS in direct conflict with one of the union’s primary goals.

Previous research and theory development (Lipsky et al. 2003, Robinson et al. 2005, Avgar 2008) has posited that ICMSs have the ability to add value to unions’ representation of their bargaining unit. Does the union in Unit A see adoption and use of CORE PLUS as a conflict management tactic that will, in the eyes of bargaining unit employees, add additional value to the union? The answer in this case is clouded by the active ULP charge filed by the union regarding an information request regarding the implementation of the ICMS. As was discussed earlier in this chapter, the union alleges that management is withholding documents that prove the agency allowed bargaining unit employees to use CORE PLUS when the union had not agreed to its implementation. By filing a ULP charge regarding the information request and with the possibility of filing another ULP charge on the underlying, potentially illegal, conduct of the agency, the union is showing that it is standing up for its rights and fights when it feels management has broken the law. This action can be separated from the union’s thoughts on CORE PLUS itself. If the union’s charges are true, it is an example of an implementation that has the appearance of being behind the union’s back. This makes it hard for the union to support the program, since the agency has stated that it will not use it in bargaining units that do not agree to it.

Comments from union members indicated a strong sense that the statutorily protected rights to union notification of and the opportunity to be present at formal meetings were seen to

be important ways the union shows value to its members. One member stated referring to bargaining unit employees using CORE PLUS, “We are your exclusive representative. If you are having formal meetings with management we should be involved with that.” If formal discussions do not involve charges filed against the union or its representatives, “We should be at any formal meetings. That is a basic right under the collective bargaining process” (A-U-6). Another member stated that even if a bargaining unit employee does not want the union present in a formal meeting, the union has the right to be there to protect the interests of the collective bargaining unit, “We represent everybody. You can’t make some sweetheart deal” (A-U-7). Another member commented, “We just want our right to be recognized. Our main point is that we have a right to be there,” indicating the fact that when the union is left out of formal meetings by not being notified by management of their occurrence, union members view that absence to be devaluing the union’s role in the workplace (A-U-8).

A different member stated, “We feel that an outside mediator is union-busting. It kind of lessens the importance of the union being the sole representative of the bargaining unit,” indicating the member thinks that an outside mediator coming in through the CORE PLUS program would impinge on the union’s representational function, even though CORE PLUS neutrals are not permitted to perform a “representative” function for bargaining unit employees during a CORE PLUS process. What is likely behind these comments is the belief that the venue of a CORE PLUS process is less in the direct control of the union than the grievance procedure, and therefore employees may think CORE PLUS mediators would be advocates for them rather than neutrals helping the parties reach resolution of the issue(s) that brought them to the ICMS (A-U-4).

In a local union with all-volunteer officers and stewards and no paid staff, providing value is a two-way street. Union members must see the value in their efforts on behalf of the union or else it may become hard to find individuals willing to volunteer for union leadership positions. One member described being actively involved in the union in the following manner:

I don't do it for me at all. I could spend my time with my family more; I could spend my time doing whatever the hell it is that I do. But there is a sense of pride; there is a sense of camaraderie, fraternity that I get out of being a union member. Knowing that I am not the only out there that is going through the same thing. It's all about going out talking to people, meeting people. It's the human factor. That is what keeps me involved. Yeah, I enjoy a good fight too intellectually and maybe that's a factor, but a very slim factor. I kinda get off at the end of the day being able to say 'This employee, this group of employees, would have had nothing if it weren't for the union. We didn't get everything but they are better off because we were here.' (A-U-8)

This member's reflections suggest that union activists value the union's ability to give them the opportunity to help their coworkers. Therefore it is the process of managing and resolving conflict that some union members may see as the reason why they invest time and energy in the union. To these union representatives it is important not just that the conflict was resolved (as it may be for the bargaining unit employee in conflict), but that the union played a role in resolving the conflict and that the union representatives played a role in the resolution that benefitted the worker. If CORE PLUS is seen as a substitute for the union representative's role, the ICMS understandably will not align with the union's goal to provide value for members (including those serving in an official capacity) as well as non-member bargaining unit employees. On the other hand, if CORE PLUS is seen as complementing (and as a part of) the union's conflict resolution role it could serve as an additional tool for union representatives to use when appropriate. In this vein, a union member who was supportive of the ongoing ULP case stated that if the union ultimately could agree with management to implement CORE PLUS in the unit, she would like to receive CORE PLUS training and would possibly volunteer to be a CORE

PLUS specialist “as long as we [‘the union’] are involved” and would also encourage other union members to be involved in the ICMS. (A-U-6)

I now turn to focus on the strategies (and related tactics) of the union in Unit A to achieve its goals, with a focus on their impact on conflict management in the unit. As discussed earlier, I look at strategic behaviors, both those considered strategic by union members and leaders as well as those I identify to be strategic, even if the behaviors are not recognized as such by union members. I found two primary strategies employed by the union in Unit A:

Strategy 1: Prioritizing a vibrant ‘union identity’ and strong ‘union solidarity’

In my interviews and site visit I found that union officials and members strategically prioritized the promotion of a strong union identity and notion of solidarity in order to build power and demonstrate the union’s value. A component of this is outward expressions of union identity. For example, in the union meeting I attended, a large minority, probably nearing 50%, of members, wore union polo shirts with the local’s logo. Members frequently referred to each other as “brother” and “sister” both inside the meeting and outside of it. A handful of retiree members and several members who were not working on the day of the union meeting attended, indicating a commitment to come in to the workplace solely for a union meeting. This level of commitment is frequently not found in other federal locals.

One member indicated that in the past the union listed the whole membership on its bargaining team so that members could come in and out for their expertise. This gives members more of an opportunity to be involved in the collective bargaining process; as most unions limit the bargaining team to a handful of members, often elected leaders (A-U-10). The local also

recently started a union newsletter that it believes will help educate members about all the union is doing and encourage non-active members, as well as non-members to get active (A-U-7). The local provided me a copy of the newsletter's first issue, from which the editor's note reads:

Welcome readers to the inaugural issue of [REDACTED]! The union created this newsletter to facilitate communication with its members. Since not all members can attend monthly meetings, this newsletter will help keep members informed about important issues. We will keep you updated on wins by the union and information about your rights in the work place. Lastly, in future issues, there will be a section entitled spotlight on a member, which will include a photo, a short note about them, their job, and why they joined the union. Participation is voluntary and members will be contacted if they are selected. As always, active participation in the union is encouraged. Remember; it is your union!

In the realm of conflict management, while decisions to move forward with grievances or individual employee issues are given consideration on a case-by-case basis, union members and leaders told me of the overriding question they attempt to answer when and if deciding to move forward: "What is the net result for the union?" (A-U-6). This indicates a strategic connection between individual employees' concerns and the union as an organization's, with the union's goals and strategic needs factoring in to the organization's decision-making calculus.

Union leaders jokingly noted of a solidarity building tactic they were sure had caught management's attention. On the upper right-hand corner of their grievance forms, the union printed a small whisk. Additionally, some members wore little mini-whisks in their front shirt pockets as a "solidarity thing" and reminder to members that they were constantly stirring the pot. The action shows the union challenging norms of workplace dress, and grievance forms sending a moderately subtle message to management and each other that the union would not be taking a passive approach when it comes to workplace conflict. The whisks indirectly connect the union's ability to 'stir conflict up' to the union's value. The symbol also indicates the

importance of the grievance procedure to the union's strategy, for if the procedure were not so important, why take the time to embed a whisk on every grievance form (A-U-6; A-U-8)?

How does CORE PLUS interact with the union's strategy to build identity and solidarity? Since the union has not agreed to participate in the ICMS (and has an active ULP charge regarding the matter pending at the FLRA), perceptions of the ICMS matter a great deal. Many union members interviewed had an overall negative impression of CORE PLUS and sometimes an inaccurate and not full understanding of how the program was structured and operated. This will be discussed further later in the thesis. Applicable to a discussion regarding a solidarity strategy are comments from a union member regarding internal union conflict. The member stated that she found herself frequently mediating internal union issues "trying to calm people down." She would focus on getting members having a dispute to "try and move forward" and added, "We try to always keep things in house so that we give a united front to management" (A-U-4). Another member recounted a situation in which she served as a go-between between a member and a union officer in a dispute. The member saw her role as effective as she was able to view the situation with "fresh eyes" and helped to resolve the issue between the two members (A-U-7).

While CORE PLUS ostensibly could be an option for union members with conflict, the member's comment indicates that part of the union's strategy for presenting "a united front to management" is resolving disputes internally, within and through the union. Shifting these disputes to CORE PLUS may mean union members would perceive a loss of "a unified front" to management.



## Strategy 2: Emphasizing a distinction between the union and management

The second primary strategy I found the union using to attempt to reach its goals was a strategy in which the union emphasizes clear delineation between the union and management. This strategy is connected to the previous strategy in that through doing so the union buoys its own identity as a union through often attempting to disparage management.

Union members frequently referred to themselves in opposition to management. One member stated simply, “Since I am not in management, I’m going to side with the union” (A-U-4). Another member discussed the fact that the union was considering starting its own holiday party that would be separate from the larger workplace holiday party because that party represents management. “No one wants to be at a party with management.” When asked what she believed the role of the union is, the same member replied, “Making sure employees get what we are entitled to. Helping us fight against management” (A-U-5). Another member stated that a bargaining unit employee who was deaf was not provided an interpreter at an all-employee meeting. “They don’t give a shit about you,” the member commented when asked what she thought this meant (A-U-1).

About a year prior to my fieldwork, the union stopped meeting with top bargaining unit management in regularly scheduled labor-management meetings. These meetings were not labor-management partnership meetings that fell under the auspices President Clinton and Obama’s executive orders, but rather local, informal attempts by the parties to meet with each other to discuss workplace matters outside of formal settings, like grievance meetings (A-M-5). A union member said the reason why the union stopped attending the meetings is that the union thought that management officials wanted to have the meetings solely to make themselves look good, rather than actually addressing workplace issues (A-U-9). Commenting further, another

member said they “were a waste of our time.” The same member added the statement, “The only time I want to meet with them is when I have a grievance” (A-U-6).

Union members did not argue that the distinction they drew between themselves and management was unrelated to management behavior. Instead, many comments the union members made about management indicated that it was management’s behavior to which the union was responding. “They constantly violate federal law and our collective bargaining agreement,” one member exclaimed. “They have been brought up on many ULPs and we negotiated a solution. If they would sit down with us and treat us like partners, but many times they out and out lie to us” (A-U-6). While each side in any functioning collective bargaining relationship responds to the tactics and behaviors from the other side, it is important to recognize that both sides also develop strategies and employ tactics to manage their relationship through the negotiation subprocess that Walton and McKersie name “attitudinal structuring” (1965).

Some management officials interviewed for this study seemed to catch on to the union’s delineation strategy. One commented, “I think the union now doesn’t want to meet with us because we want to meet with them so much. It is out of spite” (A-M-5). Others were frustrated and flummoxed by the union’s tactics. One manager said, “I don’t understand the animosity from the union,” stating that management often upheld grievances on the union’s side and has made management changes when warranted (A-M-4). Even though the union was frequently ‘winning’ grievances, it still was seen to be maintaining its delineation strategy.

This strategy lends itself to tactically choosing formal, rights-based forums for dispute resolution. In formal settings such as grievance and ULP proceedings, the “we” and “they” are clearly delineated, with (from the union’s perspective) “we” being the union and “they” being

management. Notably, union representatives and management officials both referred to the other group in these “we”/”they” terms throughout my visit to the bargaining unit.

From the union’s perspective, CORE PLUS was also frequently referred to as a “they.” The ICMS was seen to be management’s program, and thus was viewed with skepticism by many union members. The language union members used to describe their views of the ICMS reflected and reinforced this belief. “It is some kind of mediation done through the regional office with [a person] who has stepped into our territory here. They shouldn’t be meeting with our employees,” one member stated (A-U-6). Another member argued that since management selects CORE PLUS coordinators and specialists, “the deck is stacked on management’s behalf” (A-U-4). The view that CORE PLUS was inextricably linked with management does not mean that all members completely dismiss it as a viable option. While many members were opposed to the ICMS based on what they had heard about it, some members, especially those who were not aware of the system, were interested in learning more. “It would be interesting to know more about it to see if is beneficial for us...as a union and for the employees we are fighting for. It is an uphill battle,” said one member (A-U-7). Notably the member separates “the union” from “the employees,” signaling an awareness that the union’s needs as an organization can differ from those of the employees it represents.

I now turn to an analysis of the management goals and objectives as well as the impact of its strategic choices on conflict management tactics used by managers. When discussing management goals and strategy throughout this thesis, I focus specifically on goals and strategies surrounding their *management* responsibilities versus goals and accompanying strategies in other areas of organizational life, such as service to the public and protection of natural resources.

### *Unit A: Management Goals, Strategies, and Associated Tactics*

In my interviews with managers from Unit A and bureau staff organizationally located one level above them I found that the adversarial industrial relations climate had created a somewhat ‘war-torn’ and exacerbated mentality for management staff and the belief that the union had too much power in the bargaining unit.

#### Goal 1: To strengthen management power.

In interviews with management officials in Unit A, I found wide-ranging agreement surrounding the belief that the union had obtained too much power and control in everyday organizational life and this power was not helpful for the organization. Managers would not state this fact directly. Instead, these views became evident through examples of recent labor-management conflicts and comments indicating that they felt they were often on the defensive with the union. A manager bluntly expressed frustration with the union: “I don’t see a lot of what they do as particularly helpful or useful to anyone. They would look for opportunities to raise issues and conflicts. The union makes it worse rather than better” (A-M-2).

One manager recalled discussions with the union regarding the potential government shutdown in the spring of 2011, when Congress almost did not agree on a resolution providing a continuing appropriation for DOI. Under the Obama administration’s policy issued in an attempt to facilitate labor-management cooperation, agencies are required to consult “pre-decisionally” with their unions over certain management decisions that they are not required to bargain and, of course, bargain over legally required subjects. While under a tight time crunch to turn in a shutdown plan to the bureau, the manager stated the union filed multiple information requests

regarding the planning process, adding additional management workload to respond to such requests. The union then filed multiple ULP charges saying it was not involved in the decision-making process. The manager went on to state that management “should make decisions about who would be working” in a shutdown. There was limited time in this case to devise a plan, so pre-decisional involvement was hard. “We have to do our jobs and they have to do their jobs,” the manager concluded (A-M-8).

Another manager in the unit stated that there have been “laxities” and employees often have a sense of entitlement and a lack of accountability to management (A-M-6). An example of this can be found in the case of closing early on holidays. Throughout the federal government, the President often authorizes an early dismissal of most non-essential employees the day before a federal holiday. In the past some employees who were deemed essential, and therefore not released early, would be granted “time-off awards” that would be added to their leave banks so that they could schedule the leave time previously granted for early dismissal at a later date. On a day before a holiday after management released non-essential staff, a manager recalled seeing a union member working. When the manager asked the employee why she was still at work when she had been released early, the employee stated she wanted to stay so she could “claim” the time through a time-off award. The manager thought this employee wrongly felt entitled to an award that “should be a manager’s prerogative.” Ultimately the union requested bargaining over this issue after management indicated that it intended to change what it acknowledged had been a past practice (A-U-8).

### Strategy 1: Focusing on compliance with law, regulation, and CBA

In order to attempt to achieve its goal of strengthening management power in the workplace, management officials discussed the strategies and tactics they used in direct and indirect ways. The first strategy I identified was a management focus on complying with federal collective bargaining law and regulation, but stressing that management could not fully embrace partnership strategies due to the adversarial behavior of the union. This strategy leads the local management team (in common with the union) to be comfortable in formal dispute resolution processes such as the grievance and ULP processes, while at the same time not being encouraged by the union's frequent use of these rights-based dispute resolution forums. Managers commented upon the fact that union representatives frequently would file grievances and ULPs that would ultimately settle or be dismissed, as they were of questionable legality. "I would love to talk to union reps who knew the rules" one manager commented. Continuing she said, "We have too many amateur hours" indicating that union representatives did not often have a good handle on the law before filing a grievance or ULP charge (A-M-8). Addressing this concern, another manager stated that training was needed for management and union representatives. We want training "on the CBA: what it means and have everyone understand their roles... Annual training" (A-M-4).

Does CORE PLUS fit into this strategy? While the union reported management eagerly supporting CORE PLUS during negotiations for the last term CBA, management officials interviewed for this study were generally cautious about the ICMS and were either cautiously optimistic or did not think it would be a conflict management tactic that would have an effect on the workplace. One manager stated, "If the union is willing to give CORE PLUS a whirl, some individual conflicts could be helped, but with current union attitude, I am not sure it could make

a difference” (A-M-2). Another reported that she knew people in other parts of the bureau that had CORE PLUS and experienced mixed results, adding that the non-management employees who used it there felt that it was more of a “band-aid” than a help (A-M-4).

Strategy 2: Conveying management authority to the union and bargaining unit employees

Both the management officials interviewed and many union members inferred or commented that management often would take any opportunity to display its authority over bargaining unit employees. Management staff claimed that this strategy was necessitated by the union’s rejection of more collaborative tactics to resolve issues in the workplace. For example, management officials discussed how they thought they had been successful in working pre-decisionally with the union on revisions to standards for performance evaluations but now are faced with several grievances and ULPs on the issue. “Why do we try so hard to work with them?” one weary manager exclaimed (A-M-8). Union members frequently would describe what they saw as abuses of authority by management. One member commented, “Everyone in this [bargaining unit] will get fucked once. It’s management’s way of telling you I told you so...People with power keep power.” The same member gave a concrete example of a manager keeping a bulletin board with photos of people she wants to fire (A-U-1). Another member described her belief that management hides information from the union as a veiled method of asserting its authority. “I call it the mushroom treatment. Keep them in the dark and feed them shit,” she exclaimed (A-U-10).

Discussing management’s rule enforcement strategy, a different union member stated, “They are like the angry sibling, babysitting... They say no to everything: If it is not in the CBA

you are not allowed to do it, end of story” (A-U-5). This tactic of strict enforcement of the CBA reserves for management’s discretion its authority to make decisions in all areas which are not covered by the collective bargaining agreement.

While these opinions from union members would likely be contested by managers, managers themselves often did not see CORE PLUS as a tool that could help them maintain authority in the workplace and instead saw the potential for CORE PLUS to be another venue for labor-management strife. One manager stated that CORE PLUS is not a priority for management and thought that a more basic need to “to just get these people communicating” was a necessary first step before any new conflict resolution programs could be considered (A-M-8).

Union representatives complained that management’s strategy to frequently assert management’s rights under federal labor law was frustrating because at the same time it was asserting its rights, management would challenge the union’s rights. A union member used the ongoing ULP over the union’s information request regarding potential illegal use of the CORE PLUS program with bargaining unit employees as an example. She said that the whole issue was frustrating because the right of the union to request information from management is considered by the union to be a fundamental employee and union right, yet whenever management asserts its rights the union is supposed to sit there and take their word for it. “So, our only recourse is a grievance or ULP. What do you expect us to do? We only have a few tools in our toolbox when you all don’t give us information, what do you expect us to do” (A-U-8)?



### *Industrial Relations Climate*

As discussed in Chapter 2, Hammer et al.'s IR climate measure analyzes levels of trust, respect, cooperation, and labor-management relationship quality in a given labor-management dyad. Using this framework, I find the IR climate in Unit A to be highly conflictual, with low levels of trust and low to medium levels of respect. As noted earlier in this chapter, union-management relations were extremely adversarial with communication between the two parties currently taking place primarily through formal channels such as the grievance and ULP procedures. One quote from a union member, "We are not a partner here. We are the enemy here," succinctly expresses what I heard to be many union members' views on the labor-management relationship (A-U-9).

Specifically on the dimension of trust, union members and managers frequently commented that trust of the other party was low. For example, one union member said management makes agreements that the union cannot put any trust in. She said agreements are written on "are a double-sided piece of fucking toilet paper." The same member continued, "Management needs accountability—I can't trust anybody in this [unit]." As can be predicted, tactical choices of this union member reflect this low level of trust: "When I walk into a grievance meeting and I look at that manager I know that manager is out to screw me. So I turn the table and let them screw themselves into the wall" (A-U-1). Another member expressed a distrust of management's intentions in the sphere of union legitimacy: "I don't trust them. I think they have some motive to say we are spending a lot of official time: spending taxpayer dollars," and inferring the union is wasting taxpayer-funded time (A-U-3).

When reflecting on Unit A's IR climate, one management interviewee noted "most of the relationships have been more adversarial than cooperative," while another stated the belief that

“a good relationship takes two sides. There is nothing you can do if they don’t like you” (A-M-4; A-M-5). I found respect to be low between the union and management, at both the personal level and organizational level. A union member gave an example of the respect she believed the union as an organization was not afforded by management. She described posters that were hung on bulletin boards in the unit titled, “CORE Program for all Interior Employees,” after the union did not agree to allow bargaining unit employees to participate. The action of the agency in posting the poster, in the union’s eyes, was seen as disrespectful to the union’s choice and the collective bargaining process. The same member commented, “If everybody respects each other and everybody respects each other’s rights, then ultimately you are going to have a good relationship.” But respect is a two-way street. The union member also discussed the fact that the union put its term contract proposals on rainbow colors of paper before turning its proposals in to management. Every other page was a different color. Union members jokingly put a union membership form in the binder along with their proposals for management. The multi-colored proposals made it impossible for management to scan them before an electronic copy was ultimately exchanged (A-U-8).

### ***Role of the International Union***

As will be seen, each of the three bargaining units in this study had differing levels of influence from higher levels of their respective unions. The influence of the international union in Unit A came primarily through two means: 1) through communication with a staff representative of the union’s district office and 2) through the local’s use of and support for the international union’s model collective bargaining agreement language.

Local union members recounted a meeting during preparations for term bargaining for the 2007 CBA currently in force. During the review of contract proposals developed by the union's team, a member brought up the question: "Is CORE PLUS in the proposal?" Another member recounted what happened next, "We said no there is no CORE PLUS in there, but there is an ADR proposal in there. A couple of the old-timers flipped out and started yelling and we had to call the meeting to order." At that meeting, a union district representative was in attendance. This was a special occurrence, as district representatives do not regularly attend local meetings. She served as a full time staffer for the union's district office serving the region in which Unit A is located. The district rep attempted to convince the membership why it should support the bargaining team's ADR proposal. As the union member remembered it, the district representative expressed her belief that ADR is "another tool in your toolbox... You guys are stupid if you don't build in some ADR. Why not have an ADR system that doesn't bind you? All of your grievances are being settled at Step Three or before arbitration. Why not have another option" (A-U-8)?

While this statement in and of itself should be not seen as an endorsement by the national union of ADR, it indicates that at least grievance ADR, as compared to a more comprehensive program such as an ICMS, is not considered a threat to the union's strategic objectives. At the same time, though, the views of one district representative are hardly representative of a large nationwide organization.

A better indicator of the international union's position on ADR is its own model contract language that it provides to locals negotiating and renegotiating CBAs. As mentioned earlier in this chapter, one of the specific goals expressed by the union that I categorize under the rubric of "building power" is to negotiate a regional CBA covering multiple bureau locations. As a first

step to achieving this goal, a member discussed the desire of leaders of the local for its CBA to resemble other locals' CBAs. The same member indicated that ADR language was included in the international union's model language provided to locals and that language would be serving as the basis for the union's term proposal on this issue. Such language did not mention an Integrated Conflict Management System. The lack of guidance from the international union in this area meant the local union would be on its own to develop a proposal for an ICMS, which it had chosen not to do. Therefore, negotiations over the ICMS would begin at the table when the union expected management to present a CORE PLUS proposal (A-U-8).

### ***Negotiation Mechanics and Content of Agreement***

The negotiation process in this case proves instructive because it had spanned over two CBA negotiations, negotiations over the 2007 CBA currently in force, and term bargaining preparations for a new CBA being undertaken by both parties when the fieldwork for this thesis was being conducted. As discussed in previous sections of this chapter, during the negotiations over the 2007 CBA, internal debate surrounding CORE PLUS had been rancorous. One member recalled the negotiations in which the management negotiators proposed language adding the ICMS to the parties' new CBA and proposed that if the union accepted the language management would "loosen up" in other areas, like compressed work schedules (A-U-4). The recollection of the member indicates the ICMS was being used in a traditional bargaining process by which the parties would trade off proposals, thinking of the CBA as one total package that encompasses numerous compromises that make up its components. This approach, while the norm in collective bargaining, differs from the guidance found in the DOI CORE PLUS manual

in which the agency indicates it views CORE PLUS as a permissive subject of bargaining for the union and writes, “We encourage you to consider using the CORE PLUS program in your bargaining unit” (2011, 24).

Members recalled the way the management negotiating team discussed CORE PLUS during the 2007 CBA negotiations:

They approached me with the conflict resolution baloney and I asked them what exactly was involved in that. They told me that management picks two people and they get them trained and these are sort of like your arbitrator so to say. I say what if we pick four and the union will pick two and then we can flip a coin... and we can have an even shot. They said no. How can that be fair? Who will these people be beholden to? (A-U-10)

The member’s recollection expresses frustration and distrust of what was seen to be a management-dominated program that did not seem to be open to negotiation, even though CORE PLUS coordinators and specialists did not serve as arbitrators and could be bargaining unit members (as will be seen to be the case in Unit C). With this experience and understanding of CORE PLUS as a backdrop, union leadership presented the program to the membership, where it was rejected, allowing the union team to go back to the negotiating table with a strong bargaining position, which was opposed to including any CORE PLUS or ADR language in the CBA (A-U-4).

Over five years later, remnants of the union’s negative experience from the 2006/2007 CORE PLUS negotiations remain. One member explained, “Our local really hates CORE. Our older folks who were around to take that vote, it was like a riot when we were talking about it. They think it supersedes the grievance process” (A-U-8). While some union members were supportive of the contract language provided by the national union on ADR, for others ADR was conflated with CORE PLUS, which was perhaps permanently tainted in the minds of some members.

Another factor that has influenced some union members' views of CORE PLUS is the ULP charge, mentioned earlier in this chapter. The union claims the agency permitted bargaining unit employees to participate in ICMS mediations when no agreement with the union was in force. Union members believed agency managers were going around the union when conducting CORE PLUS sessions, and they also believed the agency may be hiding documents regarding its past behavior. With the ULP charge outstanding, union members viewed the chance of it adopting CORE PLUS in its entirety as extremely low, but the fact that some members and many in the new leadership team sworn in at the beginning of 2012 were not dismissive of some sort of ADR meant there would be more room for negotiation this time around. What was clear from the union's perspective was the fact that any ADR CBA language negotiated must make the union feel that it has a role and place in any new dispute resolution system or process that is adopted.

## CHAPTER 6

### UNIT B

#### ***Introducing Unit B***

In terms of job function, Unit B could be described as a sibling of Unit A. The occupations included in Unit B almost exactly mirror Unit A. If one were to look at a bureau organizational chart, she would see that Units A and B are organizational equals, on the same level. But if the two units can be considered organizational siblings, they are not identical twins. Unit B is composed of about 70 employees, which is a little less than half the size of Unit A. Like Unit A, these employees are also classified as “non-professionals” under federal labor law. The union membership rate in this unit is significantly lower than that of Unit A. As of March 2012 it had seven members. The national union, the National Federation of Federal Employees, a unit of the International Association of Machinists AFL-CIO, is one of the three national unions with the largest presence in the Department and accordingly has been granted national consultation rights.

The union is also much newer to Unit B than Unit A. After a short campaign period, it was certified by the FLRA, and the unit’s first collective bargaining agreement was signed in April 2010. Like most other federal sector CBAs, its term is for three years, with one-year renewals if neither of the parties requests to renegotiate it. Union interviews indicated that an employee who transferred to Unit B from a bargaining unit position in another federal agency spearheaded the union campaign, putting workers in Unit B in touch with NFFE, which was the employee’s former union. NFFE then sent organizers to the unit and ultimately employees voted for its exclusive recognition.

Compared to Unit A, the local union in Unit B is not as active. It has not held any meetings since the CBA was ratified in 2010. One union member commented, “The union experience here has not been much of a union experience” (B-U-6). Union members recounted that while a majority of employees voted for the union during the secret ballot FLRA election, after the union was certified it was extremely hard to get members to join. In an open shop each employee makes an individual choice to join or not join the union, and union members interviewed pointed out that many employees did not feel comfortable joining the union for fear of retaliation from management. Union members also reported that in their conversations with non-members many claimed they did not see the value of paying dues to an organization that had not been seen as making an impact in their workplace. Union members responded regarding this chicken-and-egg problem that a low membership rate means that, a) management did not take the union as seriously as it would if it had a larger percentage of the bargaining unit as members, and b) the same few members could only do so much on behalf of the union. Additionally over the past year, the union had a few members who left the union or retired, leading it to its lowest bargaining unit membership rate since it was certified (B-U-6).

Unit B has CORE PLUS in its collective bargaining agreement. The ICMS is incorporated into the “Grievance Procedure and Alternative Dispute Resolution” chapter. An analysis of the CORE PLUS language in the agreement indicates that the program is available before, during, and after the grievance procedure. Personnel actions that are appealable to the Merit Systems Protection Board, such as suspensions of greater than 14 days or removals from federal service, are exempted from CORE PLUS or any form of grievance mediation and instead proceed directly to Step 2, for a response from the Superintendent. Step 3 is for either the agency or union to file for arbitration of the grievance. For all other issues CORE PLUS is



available at the employee and/or union's request. The CBA states that all grievance time regulations are tolled while the grievant, union, and agency attempt to resolve the grievance through a CORE PLUS process. The agreement also states that if an issue is presented that is outside the grievance timelines, CORE PLUS will accept it, but it will not ultimately be able to be grieved if not resolved in CORE PLUS.

Even though it has language permitting CORE PLUS in its CBA, the union has not reported knowing of any bargaining unit employees using the ICMS since its agreement went into effect. Management interviews indicated the same. The union has also not filed a formal grievance or a ULP charge. Bargaining unit employees have used the EEO process, but this occurs rarely. Within the past year the union filed a negotiability appeal with the FLRA over mid-term bargaining language that it was proposing in response to a management change in working conditions. The FLRA denied the appeal, declaring the language non-negotiable (B-U-2; B-U-5; B-M-4).

Although the union has only sparingly used formal dispute resolution processes and has not had a bargaining unit member use CORE PLUS, this should not imply that the union is completely inactive. Union and management interviews indicated that issues such as overtime compensation, standby pay, position description issues, schedule changes, changes in working conditions including office space and moves have been addressed by the union. The process for addressing these issues usually consists of the local union president approaching management, usually through email, stating the issue(s) and asking for a meeting with agency management. Meetings are usually with the unit's HR specialist along with a unit supervisor and/or upper management depending on the issue(s). The issues are almost always resolved through this process. As will be discussed further later in this chapter, however, this does not mean that all

issues are actively addressed. Both union and management interviewees stated that a long-standing culture of fear of retaliation encourages employees to hold issues and workplace grievances in, for fear that if they raise them they will be deemed troublemakers. For example, one union member commented:

[There are] a lot of misconceptions. Poor information out there about the union about what they can do. People aren't comfortable with it. Even now when I talk to people about different things, whether or not they are members, I ask them have you considered going to the union... 'well no' because they expect retribution. (B-U-8)

Acknowledging this culture of attempting to bury conflict in Unit B, one manager recounted that "I often let sleeping dogs lie," due to the fact that employees and managers here sometimes work together for 20 years or more (B-M-4; B-U-2).

### ***Unit B: Union Goals, Strategies, and Associated Tactics***

As a new union, the local union in Unit B can easily be seen to be in a different institutional environment than Unit A. The union organizing campaign was fresh on employees' minds, and management officials were learning how to manage now that the union was a new institutional actor in the workplace. Another essential distinction of relevance for this thesis is that Unit B's union accepted CORE PLUS into its initial CBA with the bureau.

How do the union's goals, strategies, and tactics differ from (or are similar to) those of the union in Unit A? It is to this question that I now turn. Based on my interview data and observations from my week at Unit B, I have identified two primary goals and one non-developed strategy for achieving those goals.

### Goal 1: To gain legitimacy

As any new union must do, the union in Unit B identified the goal of gaining a basic level of legitimacy, a notion in the workplace that it was now here and a full actor in employment relations issues in the bargaining unit. As noted earlier, the unit has extremely low turnover, which means employees sometimes have been working in the unit for 20 to 30 years. In interviews union members stated their frustration that things were moving slowly with the union. “The union experience here has not been much of a union experience,” one member stated (B-U-6). Another member said, “Right now management can sneer at the union.” Because membership is so low “management can and will ignore it” (B-U-4). Union members indicated the membership rate suffered due to the fact that bargaining unit employees were taking a cautious approach to the union. “We get a lot of, ‘I am waiting to see what you are trying to do’ before joining,” one said (B-U-5). Bargaining unit employees were seen to be in a holding pattern. Members would note the chicken-and-egg problem, namely, that without more people paying dues and thus being eligible for union office or to be a union representative, the union was extremely limited in what it could do with just a few members and no staff.

### Goal 2: To provide and demonstrate the union’s value to members and non-members

Like the union in Unit A, the union members in Unit B wanted bargaining unit employees to join the union, but they did not share the same strategy for maintaining a large active membership. Instead, the union was struggling to find ways to demonstrate union value to get more members, which was difficult because many of the members doubted the union’s value themselves. One member said, “People are tired of paying dues and not seeing anything for them” (B-U-6). Others questioned the value of the union for themselves:

I have considered dropping out of the union. I have never been in a union. I expected the union to be more available. The union wants the employees to be the officers and entities within the park. I am a worker. The union wants us to be trained as stewards. I didn't join the union for that. (B-U-3)

Interestingly, this member refers to the union not as a "we," but as a "they." The union is seen here as an external entity that is expected to provide service and support, but the union lacks members volunteering to step up to that role.

Frustrated and without a solution to the problem, one member stated that she wanted to be doing more than "taking money out of people's checks every two weeks" (B-U-7). But another said it is hard to figure out how to do that since the union was relatively new and the members did not know what they could or should do to get the union to a place where it could start showing value to members and non-members alike. Because of this fact, "Most of us are like sheep," a member said. "We just follow" (B-U-8). Additionally, members noted that the first formal appeal the local filed with the Federal Labor Relations Authority, a negotiability appeal over mid-term bargaining language that the Interior Department said was over a prohibited subject, was decided in favor of the agency. This loss made bargaining unit members "think what good is it" to join, thought one union member (B-U-6).

Strategy 1: No overall strategy to overcome the fear of raising issues and joining the union

In interviews union members could identify a major obstacle to achieving their goals, but had not yet developed a strategy for addressing it. This obstacle was a widespread pervasive fear of retaliation for speaking out on issues or being seen as opposing management. This fear, it was expressed to me, did not come about after the union gained representation. Instead, it had been

part of the workplace climate for years and was claimed to be part of the reason employees looked to organize. For example, during the organizing campaign “there was a lot of trepidation about revealing that you were in the union, interested, or affiliated in the union because there had been retaliation in the past.” Everything was secretive: “No one would come out and everyone was afraid” (B-U-7). The current state of membership also indicates this: over 50% voted for the union in a secret ballot election conducted by the FLRA, but only about 10% were currently union members.

This lack of a strategy to combat the climate of fear issue meant the union had been unable to articulate specific tactics it could use to attempt to change the climate. Feeling like things were not going to change, a union member reported, “There is a stigma attached to the union as if you are with some secret cult. Big fear that a lot of employees don’t want to be associated with the union. I don’t know how to change it. I have tried.” The same member continued:

The problem with most employees here that I have noticed more here than in [other parts of the bureau] is that fear thing going on. People don’t want to come forward and say anything. They are very scared... People were afraid to sit in on meetings with management as a union rep. You had a lot of people say I will be your eyes and ears but you can’t mention my name. They wanted to meet at restaurants far away from [work]... If people could see what the union is doing it would help. (B-U-5)

Even though increasing the union’s visibility was identified as a potential strategy by other members of the union, the union did not identify specific tactics to do so.

Based on this lack of strategy, it follows that CORE PLUS has not been promoted by the union and is not considered a helpful conflict management tactic for the union. As noted earlier in this chapter, while the union agreed to CORE PLUS when management proposed it in negotiations for its first term collective bargaining agreement, it is aware of no bargaining unit

employee who has used the system. When asked about CORE PLUS, union members reacted universally similarly, stating their belief that unless the fear of retaliation was erased or severely lessened, the system would not be helpful in the long run. For example, one member said that CORE PLUS currently meant “nothing. We get all kinds of emails: ‘We do not tolerate reprisals, discrimination...they say it, but they are not doing it... It is a constant fight... Reprisals are a palpable thing [here].’” She continued, “Of course CORE PLUS could help. But is it real? Or are there going to be reprisals” (B-U-3)? Another member commented, “I have read enough propaganda in the last [x number of] years... I don’t have any faith if they say they have a conflict resolution program” (B-U-1). Still another member commented, “Just because you give a training, send out emails, and put up a bulletin board does not change a culture... How do you change that culture in a healthy way” (B-U-8)? Managers were also aware of the employee skepticism of CORE PLUS. One said that it is a “hard thing to get employees to think that there won’t be retaliation for using the program...Hard to get employee to not feel like there might be an issue later on” (B-M-4). Even though one can come up with several ways in which the union could potentially gain from actively embracing CORE PLUS, members felt that the fear of retaliation would outweigh any potential gains, and therefore felt that CORE PLUS was not truly an option, even though it was technically available.

### ***Unit B: Management Goals, Strategies, and Associated Tactics***

Like many employees in the bargaining unit, a good number of managers in Unit B had been in management in the unit for an extended period of time. Therefore, like the union members interviewed, managers interviewed for this study discussed the fact that now that there was a union in the unit meant that changes in longstanding management practices needed to be

made and that changing managers' management styles to involve the union was not an overnight process. Different managers expressed two goals, which may look contradictory at first glance.

Goal 1: To make the union seem unnecessary to bargaining unit employees

A common goal for many private sector and public sector managers alike is to create a workplace where employees see forming or maintaining a union is unnecessary. In this view, which stems from the unitarist perspective of conflict, unions are a reaction to bad management or poor working conditions. If management and/or working conditions are improved, the need for the union is perceived to have disappeared (Gall and Hebdon 2008).

Following in this vein, managers who hold these views are interested in making improvements in the way organizations are run so that they reduce the the causes of employee interest in unionization. As one manager claimed:

In an ideal world there wouldn't be a need for unions in the federal government. If we had good supervisors employees wouldn't feel the need... My job here is to make people feel that the union isn't necessary. I don't see any line between management and labor. We just have different positions and different levels of responsibility. (B-M-6)

This view animates much of management's attempts to improve working conditions in the unit. This view also means that some managers wanted to acknowledge and address employees' fears about retaliation. Others were either not aware of it or did not express a need to change this aspect of the organizational climate.

Goal 2: To acclimate to unionized organizational life

At the same time as some managers wanted to work toward eliminating the perceived causes for the union to be voted in, the same managers and other managers expressed the need to

better acclimate to the new reality of having the union in the workplace, although it seemed some managers have adjusted to the union faster than others.

One manager said that the biggest change with the advent of the union management that had been used to doing things on its own or getting employees together to solve issues now needed to involve the union before taking any action (B-M-2). Union members reported going through an education process with management to make members of the management team aware that even if they prefer to deal with employee issues directly, the union now needs to be involved (B-U-5). Another manager expressed the belief that the decision to have a union was the up to employees and that management should respect that decision, but that the union does add “an extra layer” into managing the unit. At the end of the day though, this manager believed that the union shared management’s desire to resolve conflict in the workplace and that both groups wanted to help employees (B-M-3). A third member of the management team expressed the belief that management and the union had already created effective formal communication processes. Employees are starting to approach the union president to address issues, he noted. The union president will then contact HR and then HR will either resolve the issue or schedule a meeting with the appropriate members of the management team. Then the union and management to attempt to negotiate a resolution (B-M-4).

I identify three strategies currently being used by managers in Unit B.

Strategy 1: Bypassing the union and not being fully aware of its role

As was just mentioned, the union and local management in Unit B were in a new union-management relationship, and both parties were still in the process of navigating the uncharted



waters of their ongoing relationship. Some managers were learning about what managing in a unionized organization entailed, but others were perceived by union members as deliberately undercutting the union. For example, one union member recounted an instance where a supervisor misrepresented that the “union won’t agree” to a potential work schedule change that would have benefited employees in the work group, and therefore the schedule could not be changed. The union claims it never received a request to discuss or negotiate the matter. “All those employees in that division [now] think the union is a roadblock,” the member exclaimed (B-U-8). Another union member described an issue over developing a workplace wellness program. A manager spearheaded the program’s design process, but when the plan for the program was ultimately proposed and the union then attempted to discuss it with management, the member recounts that management decided to shut the program down, leaving the unit without it. Whether this was done with anti-union animus is unclear, but the member indicated that the effect of ending the program was interpreted by employees to be anti-union (B-U-7).

### Strategy 2: Addressing, while suppressing, conflict and dissent

From my interviews with managers and union members I found active conflict management and resolution in some areas, and conflict suppression in others. A manager and a union member both discussed an issue between the two of them regarding scheduling of shift start and end times. Even though the manager stated that she felt the discussion over the issue that occurred over email, with the union president cc’d, went well, the union member did not feel satisfied with the outcome in which no substantive changes to his or her schedule were made. While the member still had the ability to contact CORE PLUS or file a grievance regarding the matter, the member asked him or herself the question, “How bad do I want this? Do I really

want to go through the process when I am busy?” Ultimately the member decided to “shelve it for now.” This case provides a good example of a direct discussion about an issue, but at the same time it also reveals the ways in which conflict is suppressed because of a climate of fear in Unit B. If this same issue had occurred in Unit A, a union member likely would not have had any second thoughts about filing a grievance, as this tactic was a common practice in that unit.

Managers had different opinions regarding the fear to raise issues. Some managers did not acknowledge it. Others saw it as an issue. One manager believed that since conflict is often not actively addressed, it is “simmering under the surface.” The manager added that there are “a lot of closed doors. People talking. Hearsay in the workplace” (B-M-5). Another manager believed that the climate was changing and there was less fear of raising issues in the workplace. The manager recounted an all-employee meeting in the recent past in which employees presented issues, questions, and concerns in an anonymous letter. “That was interesting. And that has not happened since... I think they find that they can raise any issue, absolutely no concern about repercussions and retribution. We don’t have that atmosphere here. It is a different atmosphere than it used to be,” the manager stated (B-M-6). Another manager discussed the fact that upper management in the bureau prioritized conflict management and resolving employee concerns. While CORE PLUS wasn’t promoted per se, conflict resolution issues would be discussed in upper management meetings (B-M-3).

But the behavior of employees in writing an anonymous letter may have been predicated by past memories of all-employee meetings. One union member recounted the story of a manager who spoke in an all-employee meeting and was then chastised by another manager in front of everyone, “which was the wrong thing to do. [The second manager] eventually wrote [the first manager] up saying that [she] disrespected [him/her]. That got across [the workplace]

and [employees] learned that if you speak up, you get written up and they to try to fire you. The damage has been laid. Now employees are afraid so they are never going speak up unless you change things ” (B-U-5). A union member commented, “Management doesn’t want any eruptions. They don’t say ‘here is something we need to fix.’ Instead they let it fester until the boiling point. Then you get real brush fire... They think you don’t have conflict if you don’t have a grievance” (B-U-2).

### Strategy 3: Ambivalently accepting third-party conflict management options

The final management strategy I identified to be associated with Unit B is a strategy that embraces third-party conflict management options, but only ambivalently. Third-party options refer to involvement by a neutral or decision-maker (who is not a part of management). This could be an arbitrator, the FLRA in the case of a ULP or negotiability proceeding, an EEOC administrative law judge, or a CORE PLUS neutral. While managers all knew that all three options were available and ordained for use in the unit, there was ambivalence toward believing that any of them were helpful management tactics.

For example, a manager thought the union’s recent negotiability appeal before the FLRA was a “horrible waste of taxpayer dollars” (B-M-6). Another manager stated his or her belief that, “Anytime you can not have grievance or EEO complaint, I would like to see that happen” (B-M-5). When it came to CORE PLUS, managers continued to express an ambivalent attitude toward the ICMS. While some managers thought CORE PLUS could be helpful in the right circumstances, most did not wholeheartedly embrace the system. One manager thought that CORE PLUS could be a good alternative to counseling for employees who may be averse to seeking counseling support, even though CORE PLUS is not designed to be such a substitute (B-

M-5). Another expressed the belief that supervisors need to want to use CORE PLUS. “That’s our job” (B-M-3). As discussed in Chapter 4, this belief mirrors the policy of DOI that states managers must participate in CORE PLUS if one of the employees they supervise requests that they do.

Other managers, while acknowledging CORE PLUS’s legitimacy, indicated they would not seek out the ICMS, as it was not particularly useful or helpful in their view. When asked about CORE PLUS, one manager stated, “Hope to not have to use that stuff. Hopefully none of those tools will be needed. That is my goal.” When asked if she would be interested in taking training offered as part of CORE PLUS, the manager continued, “I don’t have time for that. I have a job to do. But if any of my staff wanted to do it, I would support them.” (B-M-1). While this statement indicates support for staff using CORE PLUS, the fact that the ICMS is separated from the manager’s “job to do” indicates that she has not fully accepted the program as a component available as part of her job and organizational life. When discussing if she would want to use CORE PLUS with a hypothetical employee who may be headed toward removal from his or her position with the federal government, another manager stated, “No, I think the management system needs to work and good supervision needs to happen” (B-M-6). Other managers indicated that they, too, felt that CORE PLUS was not appropriate in many situations. One manager thought that in removal cases CORE PLUS would not help because “you don’t want those type of people in the workplace.” The same manager believed CORE PLUS would not help as an early intervention tools either. She thought that whenever a matter involved “legal issues” or “day-to-day issues” CORE PLUS is not appropriate: “There is a certain time and place for it” (B-M-2).

### ***Industrial Relations Climate***

Unit B's union-management relationship is much newer than the relationships in Units A and C. With its first collective bargaining agreement signed only two years prior to this study, union members and managers indicated both sides were still learning their relatively new roles. That said, an analysis of IR climate, composed of the dimensions of trust, respect, cooperation, and the quality of the labor-management relationship, finds the unit to be more on the lower end of the scales, primarily due to the fact of the newness of the relationship between the parties and an organizational culture (that predated the union) which kept conflict "simmering" under the surface rather than being actively addressed.

On the cooperative/conflictual dimension of IR climate, I found signs of much cooperative effort at the formal level. For example, one union member recounted negotiations for the unit's first collective bargaining agreement to have taken only a week, a much shorter period than most federal collective bargaining negotiations, some of which stretch multiple years (B-U-6). Other managers and union members shared the belief that in most cases once the union presented issues, management, usually at the upper levels of the unit would work to resolve the issues raised. One manager, however, believed the normal process in which the union president would email top management concerns was excessively formal. "I think you lose a lot when you do it that way," the manager stated, commenting that it was her belief that face-to-face communication is always better (B-M-2). As discussed earlier in this chapter, many issues in the unit were not raised, because either bargaining unit members or the union did not feel comfortable moving the issue forward, either through initially approaching management about the issue, using CORE PLUS, and/or filing a grievance. This meant that on the surface, the

union and management exhibit a seemingly cooperative relationship, but under the surface trust and respect issues remain.

As discussed earlier in this chapter, I found trust between the parties to be low. From the union's perspective, a major contributor to its low level of trust of management was union member fears of retaliation for speaking up and not believing the union had yet fully gained a sense of legitimacy in the eyes of management. From management's perspective, managers frequently commented they were still getting accustomed to organizational life with a union and, while some believed that union member and bargaining unit employee fears of retaliation for proactively addressing conflict were misplaced, others frequently saw employees not feeling comfortable going directly to management with issues. One manager spoke of a "consistent" tendency she observed for employees "it is easier to go to the union because it gives them a level of anonymity" (B-M-4).

On the dimension of respect, I again found the "simmering" conflict undermining long-term relationships. While there was a palpable sense of community and civility in the bargaining unit built up over the decades many employees and managers had worked together, this outward civility allowed the "simmering" of conflict and talk "behind closed doors," discussed earlier, to take root (B-M-5). As the same manager put it, "I don't think everyone is happy all of the time. On the surface we try to behave ourselves, but there are things I would like to see people doing that they are not doing" (B-M-5). And as a union member commented, "There had been bad employee-management relations in this [unit] for a long time. Partly from abusive supervisors and abusive management practices...People don't forget" (B-U-6).

Even in an IR climate with low trust and respect levels, it is interesting to note that the parties easily adopted CORE PLUS into their collective bargaining agreement, giving support to

the argument that IR climate on its own does not fully explain the variation in union participation in an ICMS. As will be discussed below, the international union played a much larger role in the union's ultimate support for including CORE PLUS in its collective bargaining agreement than in the other two units included in the study.

### ***Role of the International Union***

Unit B, as a new local, had more contact with the international union and its assigned business agent than most well-established locals that are accustomed to conducting day-to-day union business on their own. This business agent had a larger role in helping the local decide upon its priorities in the initial CBA negotiations than in the other two local unions, which manage their own negotiations. For example, one union member in Unit B, when asked if she knew about CORE PLUS, answered that she knew it was a “conflict resolution process that is short of going to the labor relations board... If we have it, it is because [our business agent] said it was a good thing. [She] is the expert” (B-U-6). Recollections of the business agent's perspective on Integrated Conflict Management Systems and ADR centered around the fact that the international union, like the union in Unit A, had model ADR language that stressed “supervisor accountability” in any ADR process. Supervisor accountability means that a supervisor must participate in any ADR process if the employee uses it. This accountability features prominently in the design of CORE PLUS (B-U-2).

While the pro-CORE PLUS position of the union's business agent was the primary reason union members said they initially agreed to include the system in their collective bargaining agreement, as noted earlier in this chapter, the larger union organization did not attempt to promote use of the system with union members. Without such an intervention, the

fear and distrust of the program remained with the union members who knew about its existence.

One union member commented:

I guess I don't have a lot of faith in the [bureau's] CORE PLUS... If they are aware that there has been discrimination it is trying to protect that person. CORE is a way to try and push something under the bus and hide it and take care of a problem real quickly. To me it is like pat on the wrist, o.k. you did wrong, don't get caught. (B-U-5)

With beliefs like these, it is not hard to see why members would be opposed to using CORE PLUS, even if they have the option.

### ***Negotiation Mechanics and Content of Agreement***

In the case of Unit B and as discussed in this chapter, management proposed CORE PLUS during term negotiations for the first CBA for Unit B and the union accepted the ICMS. One member stated she didn't know about it before negotiations, but that the union's business agent said it was good, and clearly management wanted it. With these interests aligned, it was easy to reach agreement on CORE PLUS language that tracks the language found in the Department's CORE PLUS Implementation Handbook (B-U-6; 2011 DOI, 24; Appendix 2).



## CHAPTER 7

### UNIT C

#### *Introducing Unit C*

The final unit in the study differs from Units A and B in the composition of job functions that comprise the bargaining unit. While Unit C still includes only employees designated “non-professionals” under federal labor law, Unit C provides back-office design and planning support for other parts of the bureau of which all three units in this study are a part. Therefore job titles in this unit include engineers, architects, and planners, which are also included in Units A and B but are a small minority of those unit populations. Unit C has around 225 employees making it the largest unit in the study. Union members number 70 in the unit, making its membership rate about 31% of the bargaining unit. Like Unit A, Unit C’s union is a local affiliated with the American Federation of Government Employees (C-M-3; C-U-2).

The local’s number of years in existence falls in between that of Units A and B. Formed in the late 1990s, the union was in direct response to a planned “Reduction in Force” in the unit, which is the federal government’s highly regulated procedure for the layoff of civil servants. Management and union interviews recounted the challenging time for the unit’s employees and local management, under orders from Washington to reduce staff of up to 50% in the unit and to contract out much of the work that had previously been done in house. The union was voted in as a defensive mechanism, which allowed unit employees to have a little more say in the process, through negotiation of an RIF Memorandum of Understanding with the agency. This MOU was the union’s first item of business once it was certified and was negotiated before a collective bargaining agreement was. As one union member recounted, the union was important at that

time for “solidarity for one: having a group of employees that banded together for our best interest and the best interest of the organization. We were all pretty damn happy with our position in [the bureau], the function we were serving, and we definitely wanted to keep that.” The RIF that was conducted in 1999 ultimately ended with much less involuntary separation than was initially predicted. The MOU allowed for transfers to different positions in DOI outside of the unit, and allowing many employees the option to stay if they accepted a demotion. Consequently, only 11 employees left the agency involuntarily (C-M-3; C-U-2; C-U-6).

After this process was complete, the union and management began negotiating their first collective bargaining agreement. The agreement differs from most others in the federal sector as it is titled a “Partnership and Collective Bargaining Agreement.” The CBA reflected President Clinton-era terminology for labor-management cooperation initiatives under an Executive Order issued by President Clinton; President Obama’s labor-management forums’ Executive Order is modeled after Clinton’s. Rather than create a separate partnership agreement, as many federal union and management pairs did, Unit C decided to incorporate the partnership agreement into its CBA, including language outlining the role of such a council: “The purpose of the...Partnership Council is to design, implement, and maintain a cooperative, constructive working relationship between labor and management to achieve common goals.”

As will be discussed later in this chapter, even though “common goals” were identified in framing the partnership agreement, the IR climate of Unit C has varied over time. Even though they had a partnership agreement in force, union members recounted an adversarial climate during the initial years of the union’s presence in the unit. Recounted one member, the “gulf between management and labor was really bad. There was no trust” (C-U-6). The union and management began to embrace more fully a partnership approach after the RIF was completed.

Both union and management stated that in the over ten years since, their relationship has continually evolved toward a partnership framework with a cooperative IR climate being found in the unit. One management official commented when asked about the cooperative labor-management relationship, “[I] think it is a solid, supportive relationship... We have a lot of good activity” (C-M-3). On the union side, similar sentiments were echoed. One member commented that when joining the unit as a new employee:

[I found the union] worked pretty well hand in hand with management. I had asked a couple of managers around what their impression was of the union generally speaking that it seemed to complement management here. It was a way for the managers to also get what they needed in solving their problems so it seemed to be something worthwhile. (C-U-1)

The CBA/Partnership Agreement originally negotiated by the union and management in 1999 is still the CBA that is in effect. Union and management representatives reported that for the most part it is functioning well and there is no pressing need to reopen negotiations, although both sides could quickly list several improvements they would offer in term negotiations. The parties conduct mid-term bargaining over new issues not addressed by the CBA. Monthly Partnership Council meetings, while required by the CBA, have not been occurring on a regular basis, however. Instead, the parties meet informally and in other management venues. Managers noted that the union president frequently met with top managers in the unit. The union president also attends management monthly communication council meetings. In these meetings top managers “go over high level topics” facing the organization with branch and squad chiefs (C-M-1; C-M-3).

Like Unit A and unlike Unit B, the union in Unit C has monthly meetings. Although I was not able to attend a meeting while visiting the unit, union members indicated the usual format includes getting a Washington, DC legislative report on federal employee issues and

hearing if there are any issues or grievances over a pizza lunch. But as one member commented, this seems to be a one-way conversation:

Basically I get the sense that members are supporting the union because they know that it is what's needed so that if some emergency happens, it is there. But this is static, passive. This doesn't develop the union as an organization. That takes a lot of energy. (C-U-1)

This observation can be compared to Unit A where non-officer members took a more active role in their meetings and there was more use of committees. And also unlike Unit A, the union in Unit C has never had a contested election for union officers. Officers therefore serve longer terms, with the current president having been in office since 2003. One union member commented, "We are really lucky not to have [contested elections] and people have been generally supportive of the direction we have been moving." At the same time, though, the same member admitted that it is hard to get people to step up and take a leadership role in the union (C-U-6).

In terms of formal grievance and statutory process activity, the union in Unit C falls on the less active side, and attempts to go to a formal process only as a last case scenario when faced with an issue. Still, it does not avoid heading to a formal process when it feels it is the right approach for a matter at hand. A union member discussed the local's approach:

We have filed grievances, but we really try and avoid that. There have been some egregious issues where we've had to, but for the most part it's really trying to find a reasonable solution at the lowest level. It's that long-term building and maintenance of the relationship that leads to your ability to resolve issues in a constructive fashion so constant communication is important. (C-U-6)

When grievances have been filed in the past ten or so years, union members indicated issues involved have included classification, disciplinary cases, inappropriate workplace language, and performance matters. But in terms of getting a sense of average yearly activity, in the past two years, only one grievance has been filed. It was ultimately settled in mediation with an FMCS

Commissioner (C-M-4). No ULPs were filed in the unit in the past two years. Interestingly, the Partnership/Collective Bargaining Agreement requires a ‘preventative’ ULP procedure as part of the two parties’ partnership. The agreement states:

If a ULP is proposed by either party, there will be a seven (7) calendar day cooling-off period and an emergency meeting of the partnership council will be convened. If this situation arises, the parties agree to implement appropriate non-binding alternate dispute resolution techniques prior to filing with the Federal Labor Relations Authority within seven (7) calendar days of the emergency meeting.

While this language was adopted before CORE PLUS was available in the unit, one can easily see CORE PLUS’s applicability in this situation. In the realm of EEO matters, one union representative indicated a preference for recommending that bargaining unit employees use the grievance procedure rather than filing a formal EEO complaint because that process is much slower. However, discussions with management and union officials indicate that bargaining unit employees do use the federal EEO process. Exact numbers were not available since the CBA does not require a notification to the union of bargaining unit employees who contact the EEO Office. Additionally, the EEO Office does not ask employees of their bargaining unit status. EEO counselors only ask employees if they have filed a written grievance or MSPB appeal before coming to the EEO Office, as they are required to ask to be in compliance with federal law. In an interview, an official in the unit’s EEO Office reported that in a majority of EEO cases handled, the employee agrees to use CORE PLUS at the informal stage. The union could not recall an MSPB appeal in which it was involved.

CORE PLUS was a topic addressed in a 2008 mid-term bargaining session. Unlike Units A and B, though, in this unit the union proposed adopting the ICMS to management rather than management introducing it initially. A union member who supported CORE PLUS knowing of it through work as an EEO counselor, encouraged union leaders to learn about the program. “I

don't think CORE PLUS was a hard sell," the member commented. Another member reported the chief steward at the time was a big promoter of CORE PLUS as well. The negotiations were recalled by a union member as "pretty painless." The union drafted a Memorandum of Agreement and "ran it past management. I think they might have made a few corrections and basically signed off on it," the member who was involved with the drafting recounted (C-U-6). An analysis of the MOA indicates that the CORE PLUS program is available to any bargaining unit employee and is initiated by an employee contacting a CORE PLUS Specialist or HR representative. It states that if the parties agree to a resolution of their issue(s) in CORE PLUS that resolution agreement will be binding. If they do not, a bargaining unit employee has 15 days to file a written grievance under the parties' CBA. What remains unclear is if the CBA's preexisting filing of 30 days after a grievable incident or 30 days after an employee becomes aware of an incident would still apply. The agreement indicates that any union representative asked to serve as an employee representative in the CORE PLUS process will receive reasonable official time to do so. There are no notice requirements to the union included in the MOA, meaning the union may not know about every CORE PLUS intervention if it is not contacted by a bargaining unit employee directly. Final copies of any agreements are to be maintained by the Bureau Dispute Resolution Specialist and the parties and their representatives, meaning the union is not provided with a final copy unless it is serving as an employee's representative.

Union leadership could recall approximately six times a bargaining unit member had utilized CORE PLUS services, acknowledging this number is almost certainly lower than the actual usage. But as noted above, the CORE PLUS MOA does not require notification to the union if the employee goes first to CORE PLUS and does not otherwise contact a union representative. And as noted above, employees were using CORE PLUS as part of the EEO

process as well. In some instances employees did not designate union representatives to accompany them in that process.

A unique feature of the union's relationship with CORE PLUS in Unit C is the fact that a union member from the bargaining unit serves as the CORE PLUS Coordinator for Unit C as well as for another small group of offices. In Units A and B, the CORE PLUS Coordinators serving those units are non-bargaining unit employees in different locations from the bargaining units. Although CORE PLUS Coordinators are trained mediators and potentially in other conflict resolution techniques, they almost never serve as neutrals in their home offices. Instead, usually they are on the receiving end of a call from an employee or manager in the unit, and they conduct initial consultations and make recommendations on whether a CORE PLUS process may be beneficial for a caller, and if so which one(s). If the caller and any other parties in the conflict agree to participate in a CORE PLUS process, the Coordinator then schedules a session. If a mediation, he or she uses the CORE PLUS network of DOI and non-DOI neutrals to find and schedule a mediator who is acceptable to both of the parties.

### ***Unit C: Union Goals, Strategies, and Associated Tactics***

As the title of this thesis indicates, local union strategies for managing the relationship with management range from the drawing of a clear and unmistakable distinction between the union and management (Unit A), to a collaborative approach where the line between union and management is more blurry (Unit C). In this section of the chapter I delve specifically in to the union's goals, strategies, and tactics. I preview here the interesting and important fact that

strategies and associated tactics for the union have changed a great deal since the union was first certified, while the union's overarching goals have remained the same.

Goal 1: To ensure the long-term sustainability of the organization/bargaining unit

In Units A and B the unions' goals were to build union power and legitimacy, respectively. But the union in Unit C maintained a goal of the long-term sustainability, not of the union, but of the bargaining unit. As previously discussed in this chapter, Unit C was faced with budget cuts in the mid-1990s. After a Reduction-in-Force (RIF) emanating from these cuts, the union in Unit C over time began to consider its own fate intricately tied to local management's. Memories of the budget cuts and the RIF were still fresh in many union members' minds even though they occurred over ten years ago. Thus, much of the union's activity since focused on one of its goals, which as one member stated, was the "stability and longevity of the organization." The member continued:

If that doesn't exist, nothing else matters. And so that has always been my primary concern and I think that is the interest we share with management and I think they've operated on basically the same premise. And I think that makes everything easier if you share that one paramount interest a lot of other things fall into a clearer focus. (C-U-6)

Because of a continuing tough budget environment, which has included a unit-wide hiring freeze the past for a couple of years, union members would often express a general sense of happiness with their situation, but realized that "external" budget pressures could continue to get worse. In the words of one member:

I think more or less we are fine as an organization, although there are certain issues we can address. It's how do we equip ourselves with these external pressures and not being totally reactive and trying to anticipate reasonably what will happen. I think overall the management team has been proactive and very strategic about how they are approaching things, but it's not going to get better. (C-U-5)



Goal 2: To provide and demonstrate the union's value to members and non-members

Like the unions in Units A and B, the union in Unit C also shared a goal of providing and demonstrating value to bargaining unit employees. Where it differs is in its strategies for doing so. Like Unit A, the union in Unit C did show value to members and non-members through handling individual employee and group grievances and issues. Process-wise, though, the union in Unit C was much more likely to use more informal methods, such as informal discussions and negotiation with managers, than formal processes, such as the grievance procedure and ULP process. Though all three locals in this study are part of larger national unions that represent employees across the federal government, union representatives and members in Unit C expressed their belief that the union showed its value outside of the bargaining unit through its lobbying on Capitol Hill, the White House, and the Office of Personnel Management (the federal government's HR policy office). Every local union meeting included a legislative update component in which members were informed on the latest from Washington regarding federal employee issues and on national union advocacy and activism around these federal government-wide issues (C-U-1).

As discussed earlier in this chapter, members reported the union membership rate is 31% of the bargaining unit, which falls in between that of Units A and B. Several members expressed frustration about the membership rate, which had fallen from around 60% when the union was started in the late 1990s. One member stated that the current membership rate is a “product of our own success. Employees don't see need to join.” She continued, adding, “Unions are analogous to democracy. They both seem to function best under adversity... Anyone coming in would go... ‘What is the problem?’” (C-U-6). Another expressed frustration that, “We have

been dropping membership. It is very hard to get people to join. It is impossible to get anybody to do any work, to be an officer, it is really really hard” (C-U-2). An explanation for the decreasing percentage of members and lack of widespread member engagement came from a member who also rhetorically asked the question: “Is there a reason to be a member?” The member also observed that membership in the union was clumped in certain subunits of the bargaining unit, with membership being stronger in certain professions and job titles than others. The member noted that the local did not actively “sell” the benefits of union membership. Instead, there was an “intellectual assumption that you should know why unions are good,” which in some ways could be seen to absolve the union of the need for the active recruitment and education of bargaining unit employees (C-U-5). As another member put it, “The right to organize in the private sphere is analogous to the right to vote in the public sphere. I have not communicated that enough... If you don’t have a union, you have nothing, you are utterly dependent on management” (C-U-6).

#### Strategy 1: Focusing on organization as a whole

As opposed to the unions in Units A and B, the union in Unit C constructs its identity more as a part of a larger organizational whole, rather than a separate subunit of the organization. The best and most pervasive illustration of this view was union members’ use of the pronoun “we” to refer to the entire local organization of which their bargaining unit was a part rather than the union. One example of this occurred in a conversation with a union member regarding hiring before the hiring freeze went in to effect. “The office has done good job of recruiting talent over the past five years. The people are superb. Just about everyone we hire is right off the top shelf”

(C-U-6). In this statement, which could have just as easily been uttered by a manager, “we” referred to the organization rather than the union.

When discussing the purpose of unions generally, one member stated her belief that unions existed to “protect workers’ rights” as well as to “strengthen working relationships and make a better functioning organization” (C-U-2). Again, the “organization’s” interest, which can easily be seen to also be management’s interest, is paramount.

Social events and activities are another area in which the union uses tactics to implement its strategy of thinking of the organization as a whole. Union members and managers commented on the union’s practice of paying for snacks and coffee at all employee meetings. In the words of one manager, the “union funds all-employee meetings’ coffee and snacks. They always step up. They bought coffee for a deputy going away. These are little things, but to us they mean a lot. They don’t distinguish bargaining unit, non-bargaining unit” (C-M-3). The union also sponsors the office holiday party, for which all bargaining unit employees and managers are invited. Said the same manager, “We don’t do a holiday party any more, the union hosts the party off site.” (C-M-3). This can be seen to be at the other extreme from the tactic used by the union in Unit A, which is considering starting its own holiday party for union members only.

#### Strategy 2: Letting management use its discretion

Union members in Unit C had a more accepting and permissive approach to management than did the union in Unit A. Instead of serving primarily in a watchdog role that assumed that management was out to ‘get’ union members, union leaders in Unit C often “worked pretty well hand in hand with management” to solve issues in the workplace (C-U-1). This general trusting

attitude meant the union allowed management more latitude than the union in Unit A, not frequently filing grievances and ULP charges to keep management in check.

Letting management use its discretion can be seen as a union strategy to manage the relationship between the union and local management:

We are always trying to help individuals the best as I can tell and at the same time because we work closely with management we are also very keenly aware of the need for maintaining that relationship and that our ability to get things done for individual members is heavily dependent on that relationship. We know that at the bottom it is our members that we are looking out for. We are not looking out for management, but we see that our relationship with management is critical to achieving to what our members want. (C-U-1)

As was discussed in Chapter 2, federal law severely limits the scope of bargaining in the federal sector as compared to the private sector. Therefore, unions representing federal employees are usually eager to negotiate over all mandatory subjects of bargaining. In Unit C, though, the union has decided not to pursue certain subjects, which are not included in its CBA, even though it could demand to bargain term CBA language, or MOU language, when management makes changes to such areas. An example of this is Unit C's employee awards program. One manager described the program in which three management-determined elements factor in to an award pool, with the pool being completely quantified based on those three elements (C-M-1). Even if the union was completely happy with this arrangement, it could ask for CBA language to cement the practices, at least until the next round of negotiations. Managers compared the contract and MOU language in Unit C as much less onerous and restrictive for management than other CBAs in the bureau (C-M-4, C-M-5).

Another area in which union members indicated that they would let management use its discretion was in EEO matters. Unlike the union in Unit A, which indicated it would like to be actively involved in any mediation or formal meeting as part of the EEO process if a bargaining

unit employee were involved, some union members in Unit C indicated they would let employees deal directly with managers and EEO officials in that process. One member stated that the union will refer people over to EEO and that the union probably wouldn't come with an employee to EEO. "If it is an EEO issue, it is an EEO issue. If it is discrimination it is not something we should be involved in" (C-U-2). Another member said that the union did not have a place in mediation situations taking place after an employee has entered the EEO informal or formal processes due to the fact that the agency's EEO office "has that legal providence to deal with those." The same member, though, indicated that unlike the member above, the union would want to participate in meetings surrounding a formal EEO complaint, if mediation fails (C-U-6).

Some of this strategy comes from the union's view that management isn't the complete 'other' to the union. Union members uniformly saw the promotion of union members to management positions as a benefit to the union rather than a union-busting strategy, in which the best union representatives are neutralized by being removed from the bargaining unit. One member stated, "There will be former union employees who go into management, go to the 'dark side', but generally speaking it is the best possible thing for the union to have former members in supervisory positions" (C-U-6). Maintaining relationships with managers who are former union members were key strategies of the union in maintaining its overall relationship with management.

### Strategy 3: Embracing active, informal conflict management tactics

The final strategy I found the union using was that one that embraced active conflict management outside of traditional, formal processes, which included primarily CORE PLUS.

This strategy is exemplified by the alternative approach taken by the union in Unit C to initially introduce CORE PLUS to its bargaining unit as compared to the unions in Units A and B. While the unions in Units A and B responded to CORE PLUS after management proposed it to them (with Unit A rejecting CORE PLUS and Unit B accepting it), the union in Unit C proposed CORE PLUS to management after union members had heard about the program and decided that they wanted it in Unit C. A union member recalled the negotiations from 2008 in which the system was introduced to the bargaining unit through an MOU. “It was pretty painless.” The union drafted a Memorandum of Agreement and “ran it past management. I think they might have made a few corrections and basically signed off on it.” The same member recalled that the chief steward at the time, along with other members, was a big proponent of CORE PLUS (C-U-6). The fact that the union proposed CORE PLUS to management, and the program had strong support from union representatives, indicates that the tactic of initially choosing to participate squarely fit into the union’s overall conflict management strategy.

As another member put it, “I like the idea of CORE PLUS because we can use all of the help we can get. I don’t see it as a threat. I see it as a help.” The same member indicated, however, that it was still important that the union be aware of the problems bargaining unit employees are bringing to CORE PLUS. The member acknowledged that there was no language in the MOA requiring the union to be notified whenever a bargaining unit employee contacts CORE PLUS, and thus the union is not notified when this occurs, except when an employee notifies the union him or herself. The same member commented that other than the notification issue, it would not be an issue if bargaining unit employees went to CORE PLUS without contacting the union. “I don’t really care where they go as long as they get a satisfactory

resolution because I think it is more important that issues get resolved in a positive manner instead of being a control freak” (C-U-2).

Another member reported knowing about six CORE PLUS mediation sessions with bargaining unit members since it became an option, but also acknowledged due to the fact there is no reporting requirement to the union, this figure likely underestimates the number of times a bargaining unit member has contacted or been referred to CORE PLUS (C-U-6). The same member also indicated that it would not be seen as problem if bargaining unit employees used CORE PLUS without the union having a role:

Since that is a right available to any employee, it seems like if it didn't work, the union's role would then emerge and we would be involved if the employee was not satisfied and we needed to carry it further. If it does work, we don't really need to be there... Our major goal was just to sort of get it codified with management that CORE PLUS would be implemented... It has always been our objective to settle disputes with the minimal amount of hard feelings in general. The union is always there if you have to escalate, but I think that that is in everybody's best interest to have that lower level first step. (C-U-6)

The union, in this member's view, is clearly seen as an escalation step rather than the 'front line' of conflict management. Another member echoed this view when discussing disputes that pit one union member against another and expressed her belief CORE PLUS would be a more appropriate conflict management venue than the union dealing with these issues internally, because "we represent both members" (C-U-2). This view can be compared to the opposite view expressed by a union member in Unit A, discussed earlier in this chapter, in which she stated the union preferred to keep internal member issues in-house.

Last, it is important to note that unlike Unit B, where the coordinator is not a bargaining unit member, the CORE PLUS coordinator for Unit C is a union member. She has responsibility for the bargaining unit in addition to management employees as well as additional bargaining units and non-represented employees in other bureau offices. The coordinator applied and was

competitively selected by management for her current position. While there are issues specific to the dual role of a “neutral” role of CORE PLUS coordinator as well as a “non-neutral” role of union member that I plan to address in future work, it is important to note here that the union actively supports having a member serve as CORE PLUS coordinator and respects her need to maintain a somewhat special status in the union because of this role.

### ***Unit C: Management Goals, Strategies, and Associated Tactics***

The final group of goals and strategies that I analyze in this thesis are those of the management of Unit C.

#### Goal 1: To ensure the long-term sustainability of the organization/bargaining unit

It became clear after analyzing my interview data, that the central concern of the management team in the unit was to ensure the long-term sustainability of the office. Like the members of the bargaining unit who were constrained and threatened by budget cuts of the late 1990s, so were local managers who were called upon to implement budget cuts being decided on by higher levels of the bureau in Washington. Managers remembered that time vividly and recounted the pressure to cut about 250 jobs during that period and to do so in a way that minimized its effects on productivity and involuntary terminations (C-M-1, C-M-3). Managers also discussed the unit’s current hiring freeze for permanent positions in the federal competitive civil service. Although implemented by local management, as opposed to bureau headquarters, due to an extremely tight budget environment, the hiring freeze put pressure on managers and



bargaining unit employees alike. Like union members, managers wanted to see the budget environment improve, and like union members they did not feel that their organization was ever totally secure from future cuts. One manager discussed how tough it is when an employee leaves the organization and cannot be replaced. While managers and employees are personally happy for an employee, they all wonder how the work can effectively be redistributed, if at all (C-M-3).

#### Strategy 1: Treating the union president as a manager

Managers would frequently discuss their belief that the Unit C union president acted in such a way to earn their trust and respect and that he was treated in such a way that could be seen to be much of the same way other managers were treated. This approach by local management to the union president was not seen in Units A and B. Managers would often relate their comments to the union president's qualities signaling that almost surely a new local president would not immediately be treated the same way. Nonetheless, management's approach to managing its relationship with the union president is a strategic choice. As one manager opined, "[The union president] is just so practical about things. [She] is just very reasonable about things. [She] will stand up and defend the employees but [she] also understands when stuff has to happen from a management perspective." The same manager continued, "I really rely on [the union president] as a manager and friend. [She] is so open and gives good advice so I will say 'Hey what do you think about this?' So it's really very helpful" (C-M-2).

Another manager commented:

Here I clearly believe that [the union president] is management's first ally in the process. I say that only because the fact that [in recent memory we have] only had one grievance... I firmly believe that [the union president] would have a heart-to-heart with the employee and letting her know what [she] feels about the case and if it still is an issue she calls [management]. (C-M-4)

The union president is seen by this manager to still be doing his or her job in representing bargaining unit employees, but is also seen to provide a screening function, only bringing important issues and grievances to management's attention.

Management in the organization has monthly squad meeting for supervisors and branch chiefs and the union president comes, reported another manager. In those meetings managers and the union president, "go over high level topics" facing the organization (C-M-1). Additionally, during my visit to Unit C, observational data provided evidence of the collaborative relationship the union president had with local management. A good example of this was the fact that the union president walked in to the director's office and introduced me to the director without a prior appointment and felt very comfortable stopping by. This comfort level and informality was not exhibited by the local union presidents in Units A and B, which maintained a more formal relationship with the top manager in each of their respective units. Also, the union president in Unit C was able to call a meeting during the workday for union members and bargaining unit employees to meet with me to learn about my study and either sign up to be interviewed or give comments in a large group setting.

#### Strategy 2: Solving problems informally

Like the union, management in Unit C had a strategy to deal with problems informally, as opposed to through formal negotiation with the union or the grievance procedure. The union president was the main point of contact between the union and management with each side feeling comfortable in bringing up issues with the other. Also, in a similar fashion to the union, management officials saw CORE PLUS as a desirable, informal process that is preferable to formal procedures. One manager stated why she preferred CORE PLUS:

Any tool that keeps you out of litigation, or even the union’s grievance formal process—it doesn’t lead to discussion and resolution. It’s a retort type process. Sometimes that is necessary, but if you can use CORE PLUS before that to find out what is underlying that is best. (C-M-3)

Another manager expressed the view that no matter the outcome, the process of participating in CORE PLUS was beneficial for managers and employees alike, “Whether you get a resolution or not, the parties have gone through a learning experience. They walk out of there differently than when they walked in” (C-M-5). Another example of management’s support for the ICMS is its promotion of conflict management training, which has included DOI’s “Getting to the CORE of Conflict” course, which is the Department’s general course for employees on conflict management issues in the workplace (C-U-5).

While I did find a notable preference for informal methods, including CORE PLUS, versus formal procedures, this preference did not translate to a fully active conflict management strategy on the management side. One manager reported that some of her colleagues are open to engaging with conflict while others avoid it (C-M-2). Since there is an aversion to formal grievances, sometimes when a grievance is filed the manager sees the issue as taking time away from their work rather than as part of their work and an opportunity to address the underlying issue(s). “Managers see every grievance as a problem,” one interviewee commented, most say “this is distracting me from my job” (C-M-4).

### ***Industrial Relations Climate***

Interview data presented in this chapter show the IR climate in Unit C is high on the cooperative scale and high on the trust and respect scales. Interestingly and importantly, union members reported that this has not always been the case. Unlike the IR climates of Units A and

B, which have remained relatively stable over the years, the IR climate of Unit C has dramatically shifted in the years since the union's certification. One member discussed a more conflictual non-trusting IR climate during the period immediately after the union was recognized. The "gulf between management and labor was really bad. There was no trust," she said (C-U-6). This IR climate was due to different union and management goals and strategies in the face of imminent budget cuts and potential job losses. After the budget crisis ended, union members and managers reported that the IR climate began to change; goals and strategies began to be more aligned. "We certainly have evolved into a true partnership," one member stated. "We have gone through at least three directors and each one has become more accepting of having the employees have a say in how things go" (C-U-2). Another member recounted a story of a bureau official visiting the office for the first time during the early 2000s, after the IR climate had begun to shift to a more cooperative and trusting one. Making a disparaging comment in an all-employee meeting about the work being done there, the official ignited a firestorm. As a response the union president and director of the office jointly wrote a letter asking for an apology and ultimately were granted a meeting with Deputy Secretary of the Interior to receive an apology and to talk about the work they were doing. One member explained that a joint meeting would have been unthinkable just a few years before:

Four or five years before that, if you told people that the union president and the [office director] would be going to meet with the Deputy Secretary of the Interior, nobody would believe that. Why? The relationship was toxic. We wanted that distance. (C-U-6)

This comment gives credence to the argument that the IR climate changed in the unit not on its own accord, but through active strategic management of the relationship by the union. The change in workplace IR climate over time shows in this bargaining unit that specific IR climates are not inherently linked to job function or the innate personalities of managers, union members,

and bargaining unit employees. The jobs, professions, and for the most part the actual employees in the bargaining unit (due to extremely low levels of turnover) stayed the same, but the goals, strategies, conflict management tactics, and ultimately the IR climate changed. These observations provide additional data that IR climate is most useful when conceptualized as an intervening variable. It ultimately can be seen to be more of a consequence of strategy and tactics than a primary explanation that stands on its own.

### ***Role of the International Union***

The local union in Unit C indicated that the international union had no role in its push to negotiate an initial CORE PLUS memorandum of agreement with unit management. Union leaders did not recall contacting the international union in DC or its regional office for advice during their consideration of the CORE PLUS program and their negotiation of the MOA implementing it. The local union felt it had an adequate understanding of the ICMS and did not feel that it warranted contacting higher ups in the union. The union's behavior indicates a high level of autonomy, which the international union gives to its locals generally. While one can imagine a union where all CBA and MOU language must be approved at a higher level, this union operates in a very decentralized manner.

### ***Negotiation Mechanics and Content of Agreement***

As was discussed earlier in this chapter, unlike in the other two bargaining units included in this study, the local union proposed CORE PLUS to management rather than the reverse. This indicates CORE PLUS was seen by the union as a strategic conflict management tactic that it

wanted to use. The negotiations over the MOA were described by a union member as quick and “pretty painless” (C-U-6).

The content of the agreement, which can be found in Appendix 3, shows a high level of union trust of the CORE PLUS process. The MOA is worded in such a way that it does not require the agency to notify the union when a bargaining unit employee requests to use or uses CORE PLUS unless she asks that the union serve as a representative. In fact, the union member currently serving as the CORE PLUS coordinator for the bargaining unit indicated that she did not notify the union when a bargaining unit employee contacts CORE PLUS. The coordinator recounted a past incident in which union members were conflicted about what to do regarding a member in a dispute with her supervisor. The member had opted to use CORE PLUS. Union members wanted to get the CORE PLUS coordinator to share what was going on in the CORE PLUS process and how things were progressing so they could decide what to do. The coordinator recalled responding, “Wait a minute... you don’t get to know—process is confidential.” While the CORE PLUS coordinator did not personally have trouble saying no to the union, this example indicates the union’s interest in bargaining unit employee usage of CORE PLUS and differing opinions about the level of access it should be given to the process when a member has not requested union representation.

The CORE PLUS coordinator here, though a union member, did not think the union had a role in this case. And based on the MOA negotiated, the union did not have an opportunity to be notified when the member contacted CORE PLUS or to be present in the CORE PLUS session if not requested by the employee. Another member explained the rationale the union used when negotiating the MOA arguing:

Our major goal was just to sort of get it codified with management that CORE PLUS would be implemented. Since that is a right available to any employee it

seems like if it didn't work, the union's role would then emerge and we would be involved if the employee was not satisfied and we needed to carry it further. If it does work, we really don't really need to be there. (C-U-6)

DOI acknowledges the right of the union to negotiate an option for it to be notified and present at all CORE PLUS sessions involving a bargaining unit employee. The union in Unit C at the time of the initial negotiation of the MOA did not see this as an essential element to include in an agreement.

## CHAPTER 8

### PROPOSED MODEL AND CONCLUSION

Having discussed the goals and strategies of both local union and local management teams in Units A, B, and C, I now summarize my findings, recapping the goals and strategies of each group and identifying the level of overlap between the two. I first look at Unit A:

**Table 8-1**

#### **UNIT A**

<b>Union</b>	<b>Management</b>
Goal 1: To build union power  Goal 2: To provide and demonstrate the union's value to members and non-members	Goal 1: To strengthen management power
Strategy 1: Prioritizing a vibrant 'union identity' and strong 'union solidarity'  Strategy 2: Emphasizing a distinction between the union and management	Strategy 1: Focusing on compliance with law, regulation, and CBA  Strategy 2: Conveying management authority to the union and bargaining unit employees

Comparing goals between the union and management, one's first impression may be to see a total mismatch. If building power is seen as a zero-sum problem, with the two parties believing that one party's power comes necessarily at the other's expense, then these goals are completely non-aligned. While the parties themselves tended to see power building in this fashion, I argue that it is not essential to view these goals as completely non-aligned. One can also think of building power in a variable-sum fashion in which both the union and management simultaneously build power (along with the union demonstrating value to the bargaining unit). One can imagine a scenario in which management can still influence and motivate employees to



help meet goals without resorting to coercive tactics and the union can still be seen to effectively represent its constituents without believing that management is wholly the problem and not part of the solution.

Analyzing the strategies of the union and management, I find even more divergence. In emphasizing the distinction with management on the union side and authority of management on the management side, I find each side involved in strategies that are zero-sum. To build its identity as the union, the union chooses tactics that differentiate it from management. Management, for its part, chooses tactics such as inflexible enforcement of terms of the CBA that attempts to demonstrate to the union that if not required by the CBA or law, management will take charge and be in control of the situation. As can be imagined, use of CORE PLUS is not a tactic that fits with these strategies. Thus, I argue it is not surprising that the union is not in favor of the ICMS as it is currently designed. The union's current portrayal of CORE PLUS as a management program fits into its strategy while local management, though officially in support of CORE PLUS due to department policy, does not see the ICMS as a helpful conflict management tool in the current local environment. Like in the previous discussion of goals, it is important to remember that for every goal, there usually are a number of strategies that can be selected to achieve it. Thus, if the parties were to come up with new strategies for reaching their goals, CORE PLUS likely could play a part.

I now turn to analyze the goals and strategies found in Unit B:

**Table 8-2**

**UNIT B**

<b>Union</b>	<b>Management</b>
Goal 1: To gain legitimacy  Goal 2: To provide and demonstrate the union's value to members and non-members	Goal 1: To make the union seem unnecessary to bargaining unit employees  Goal 2: To acclimate to unionized organizational life
Strategy 1: No overall strategy to overcome the fear of raising issues and joining the union	Strategy 1: Bypassing the union and not being fully aware of its role  Strategy 2: Addressing, while suppressing, conflict and dissent  Strategy 3: Ambivalently accepting third-party conflict management options

Analyzing the level of alignment between the goals and strategies of the union and local management, one sees first a direct conflict between the union's goals and management's first goal. The union's goal to gain legitimacy means that it wants to be seen as a legitimate actor in employment relations in the unit, which will not only help it grow in membership, but also to represent bargaining unit concerns effectively with management. Management's first goal to manage in a manner that makes employees feel the union is not needed can be seen as delegitimizing the union's role. At the same time, some managers in the unit do not feel this way and others who do, realize that they have a legal obligation to deal with the union now that it has been certified.

The union's second goal of providing and demonstrating value matches the goal of Unit A, as the union also wants to show that it matters. But unlike Unit A, the union in Unit B has not yet developed a strategy for achieving its goals. This does not mean that the union is non-functional—far from it. The union has been effective in contacting management, raising issues and resolving them with upper management through direct negotiation. It has been selective,

however, in the issues it raises and many issues never reach the union due to the fear employees in the unit have about raising issues with management. Also, the union has not yet developed a strategy for addressing such fears in order to make more employees feel comfortable in joining the union. Most importantly, the union has not yet considered itself an *it*. Instead, members either see the union as nonexistent or as a national organization that has not invested much in getting the local off of the ground. For the most part, members do not see themselves as the union in such a way as members of the union in Unit A do.

As discussed in Chapter 6, management officials were espousing what can seem at first glance to be contradictory goals to both acclimate to life in a unionized workplace as well as at the same time making the union seem unnecessary. Management officials see the union as a legally authorized representatives of the bargaining unit, but all managers are aware of the extremely low percentage of membership and most remain unsure about the benefits of having a union.

It is not surprising that management and union did not have trouble agreeing to add the CORE PLUS program to their initial collective bargaining agreement. With the union being brand new to the unit, one could argue the negotiations occurred during the nascent stage of goals and strategy development for the union as a brand new organization and for local management specifically now that the union was certified. This being the case, both the local union members and local managers looked upward in their organizational hierarchies to receive guidance. With both DOI upper management and the international union supporting CORE PLUS and ADR generally, there was no reason for either party to oppose including it in their new collective bargaining agreement.

But the fact that after ratification of the CBA, no bargaining unit employee has used CORE PLUS and the union and management are not actively promoting it as an option indicates the ICMS does not fit into any aligned strategies between the parties. While some managers said that they supported CORE PLUS, overall, managers were not actively encouraging use of the program and frequently thought that using the ICMS meant one had already failed as a manager. The union did not believe CORE PLUS could be used as a tactic that could help it gain legitimacy and show value to its membership, and therefore did not actively promote or encourage the system's use.

I now turn to Unit C:

**Table 8-3**

**UNIT C**

<b>Union</b>	<b>Management</b>
Goal 1: To ensure the long-term sustainability of the organization/bargaining unit  Goal 2: To provide and demonstrate the union's value to members and non-members	Goal 1: To ensure the long-term sustainability of the organization/bargaining unit
Strategy 1: Focusing on organization as a whole  Strategy 2: Letting management use its discretion  Strategy 3: Embracing active, informal conflict management tactics	Strategy 1: Treating the union president as a manager  Strategy 2: Solving problems informally

As was discussed in Chapter 7, the union in Unit C was organized in a time of great turmoil that threatened the continued existence of the organizational unit of which Unit C is a part. That context is essential to understanding why the overarching goals of both the union and management overlap exactly with regards to the ensuring the long-term viability of the organization. Of course, other lower level goals that are not addressed in this study including

those dealing with day-to-day unit management issues do not overlap, nor does the goal of the union regarding demonstrating the union's value. But the fact that both the union and management are committed to ensuring that the unit is sustainable means the potential for collaborative approaches to conflict management is great, yet not guaranteed.

One will remember the discussion in Chapter 7 of the major shift in IR climate in the over the decade the union has been in place bargaining unit due to changing conflict management tactics of both the union and management. This shift has meant that both the union and management have now embraced active, informal conflict resolution methods as tactics that advance their strategic goals, but in the past at the height of the Reduction-in-Force process used more formal and adversarial conflict management tactics, even though their goals to keep the office open and operating were still aligned.

Even though both parties actively embrace CORE PLUS, and a union member serves as a CORE PLUS coordinator, I did not find employees beating down the doors to use the ICMS. Though Unit C arguably is an extremely supportive environment for CORE PLUS, one must remember that such support does not overcome cultural and individual perceptions of using conflict resolution programs as somehow indicating an individual's failure to address issues on his or her own. But, as can be seen with the support of both the union and management officials, the system stands a good chance of flourishing in years to come, especially after joint union-management training, which the parties indicate will occur in the near future.

In this thesis I have argued an analysis of the alignment of union and management goals, strategies, and tactics is essential to understanding the parties' choices to participate and engage with an Integrated Conflict Management System. I argue that this alignment ultimately matters

more than other factors influencing union and management choices of conflict management tactics, such as the IR climate of the bargaining unit, and the influence of the international union. While these factors are included in my proposed model of ICMS participation and use in unionized organizations, my thesis has shown they cannot fully account for the variation in choices of union and management teams by themselves. Nor can other more descriptive unit characteristics such as type of employee, details of which can be found in Appendix 1.

As I discuss in Chapter 3, a theoretical lens that proves helpful in my attempt to explain union decisions surrounding conflict management systems is that of symbolic interactionism. This sociological theoretical tradition, which arises out of the pragmatist philosophy, focuses on the social interactions between individuals and groups as its unit of analysis rather than “focusing on the individual and his or her personality characteristics, or on how the society or social situation causes human behavior” (Charon 2004, 28). A symbolic interactionist perspective separates itself from other theoretical orientations that do not prioritize agency for individuals and groups. As Joel Charon writes:

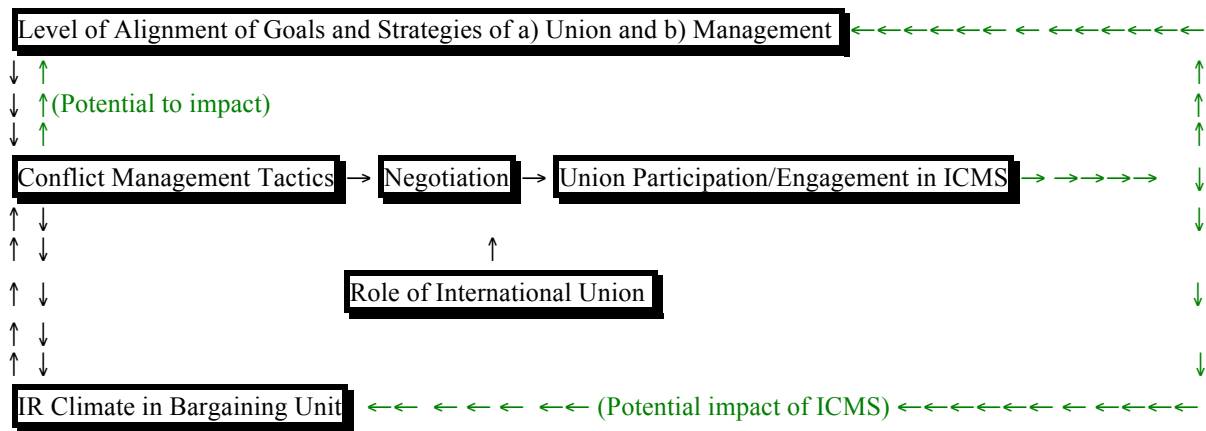
In contrast to other social-scientific perspectives that emphasize how passive and caused we all are, symbolic interactionism describes the actor as a being who interacts, thinks, defines, applies his or her past, and makes decisions in the present based on factors in the immediate situation. (2004, 29)

Though I believe actors in any social system *write* at the same time as they are *written by* the social texts of which they are a part, nonetheless the symbolic interactionist approach gives explanatory power to actors’ choices and their control of their futures. Thus, I find this approach particularly helpful as it privileges, as do I in this thesis, conflict management tactical choices unions and local management teams take in response to their own analyses of their goals and strategies. This approach gives the parties more agency than other work in the industrial relations climate and labor-management partnership literatures, which I discuss in Chapter 2.

These literatures attempt to identify the structural factors causing certain industrial relations behavior, namely adversarial or cooperative. I find my approach, which looks at the strategic decisions of the actors allows for more creative analyses and leaves more room for change in behavior of the parties and ultimately is less deterministic.

Based on my analysis of the variation in union strategies regarding participation and non-participation in an ICMS, I propose the following model:

**Figure 8-1: Proposed Model**



I find this model fits squarely within a pluralist conceptualization of workplace conflict and provides a challenge to individual personality-oriented and “why don’t we try to all just get along” tendencies found in a unitarist approach to workplace conflict and its management. I hope one contribution of this study is that it shows the clear benefits of a pluralist approach to workplace conflict and that pluralism needs to be fully brought to ICMSs.

Whereas ICMSs are still new to Units B and C, this model includes the potential for an ICMS to change the IR climate in a bargaining unit, leading to potential change in conflict management tactics. One can imagine a scenario in which union and management pairs who have agreed to participate in and use an ICMS learn new approaches to managing conflict, which ultimately begins to change the organization's IR climate.

One can also imagine an even greater impact of ICMS participation being unions and local management teams changing their goals and strategies as a result of ICMS participation and engagement. Though this likely would happen after changes in IR climate, the potential for changes in goals and strategies depends on the nature of the goals and strategies in the first place. One can doubt a private sector union paid below its industry peers will change its hypothetical goal of a compensation package comparable to its peers due to its participation in an ICMS. But, one could imagine a union changing its conflict management tactics if it is losing members due to the perception that there is less of a need for the union with the ICMS present, an idea I will explore next.

The open-shop environment of the U.S. federal sector provides a fortuitous research setting in which I am able to explore local union approaches to management of membership rates. An open shop environment means employees are free to choose or not choose union membership, with non-members required to be represented in the negotiated grievance procedure under the common law of duty of fair representation. As a membership-driven organization, low membership rates mean a smaller number of union members can be active in the union and take leadership roles. It also means less dues money is coming in, limiting what the union can do and even possibly blocking the union from bringing strong cases to arbitration due to lack of funds. As members in the union in Unit B frequently mentioned, low membership means low power.



The locals discussed the fact that management is cognizant of the membership rate and how much of the bargaining unit is active participating in the decisions and strategic planning of the union. This being the case, it is not surprising all three local unions in this study recognized the importance of their membership rates.

In a discussion of strategies for managing union membership rates, Peetz and Frost write “a key issue is building a sense of collective identity among union members that includes promoting norms that encourage collective behavior, developing social capital among members.” Continuing they argue, “Unions will also have to ensure that employees perceive that their union membership brings with it power and a sense of ongoing involvement in a collective that is providing real benefits” (2007, 175).

What is the role of an ICMS in a unionized workplace, then, when one considers a union’s need to serve as “a collective that is providing real benefits” in order to maintain and hopefully grow its membership? As was discussed in Chapters 5-7 and noted in Appendix 1, the membership rate among the three locals included in this study varied widely. With 57% of bargaining unit employees in the union, Unit A had the largest percentage in the union. Unit B had the lowest with 10%. Unit C fell in the middle with 31%. Through its newsletter, meetings, and one-on-one conversations, the union in Unit A arguably did the most effective job informing the bargaining unit of the “real benefits” it provided, while the union and Unit B did the least. The union in Unit C, while providing much assistance in the realm of conflict resolution was not as public in communicating its efforts, and as noted in Chapter 7, did not take as active and direct role in certain types of conflict situations. For example, if a bargaining unit employee chose to contact CORE PLUS directly the union would not be informed or asked to get involved unless the employee approached the union. This was seen as effective conflict resolution by members

of Unit C, but one can also see the potential for the union to be seen by bargaining unit employees as ‘absent’ in the ICMS process. This paradox was not lost on members of Unit C’s union. As discussed in Chapter 7, members of the union conceded their current membership rate, down from around 60% in the late 1990s is “product of our own success” (C-U-6). The “success” identified by this member included the shift to more cooperative conflict management strategies and resultant tactics along with the interconnected shift in IR climate. But can this truly been seen as “success” when it is contributing the union’s loss of membership and one of the union’s goals is to demonstrate value to the bargaining unit?

In their 2001 book, *Mutual Aid and Union Renewal*, Bacharach, Bamberger, and Sonnenstuhl argue there are two “logics of union-member relations.” Such a logic is a “cognitive framework guiding union strategies for legitimizing the union to its members, securing the commitment of its members, and attracting new members to the union.” The two logics the authors identify operating in contemporary U.S. labor relations are the “servicing logic” and the “mutual-aid logic” (2001, 7). In a servicing logic:

Members assume a passive role toward the union, relying on union leaders to provide them with a variety of services, which include contract bargaining for high wages, excellent benefits, and good working conditions as well as protecting members through the grievance process. (2001, 7)

In contrast, a mutual-aid logic envisions:

Members assume an active role in the union, involving themselves in every facet of its activities. Distinctions between leaders and members are minimized because everyone is expected to be involved in the union, voluntarily helping to negotiate and enforce collectively bargained contracts as well as acting to protect one another. (2001, 7)

Bacharach et al. continue, arguing that the servicing logic predominates in today’s labor movement, whereas the mutual-aid logic predominated in the eighteenth and nineteenth centuries in the U.S. (2007, 50). Though I agree that one can make an historical argument about the

predominant logic of an era, I find it easy to see the variation in the logics of union-member relations in my three case studies. Unit A can be seen to be operating the most under the mutual-aid logic, while Unit B operates using a servicing logic. I argue Unit C lies in the middle, although on a “logics” spectrum it would be closer to Unit B than Unit A.

Merging a “logics of union-member relations” approach with my focus on union and management goals, strategies, and conflict management tactics, I find it interesting that the union with a strong mutual-aid logic had rejected participation in an ICMS while the two unions operating under more of a servicing logic adopted it, although the union that was fully operating under a servicing logic was not using the ICMS. One could imagine a union with strong servicing logic union not participating in an ICMS, if it were seen to be a competitor for the union’s conflict resolution services. Like Bacharach et al., I found in my analysis of union goals the need of all three unions to show ‘value’ to current members and potential members and find the authors’ logics a helpful complement to my approach which argues the conflict management tactical approach a union takes depends ultimately on its goals, which necessarily will look at the value question. Thus, for an ICMS to be embraced by a union with a strong mutual-aid logic or a strong servicing logic for that matter, the ICMS must contribute rather than take away from the value the union perceives it provides.

### ***Future Research***

Even though ICMSs have been in the human resources and industrial relations lexicons for over a decade, much of the research in the area as discussed in Chapter 2 focuses primarily on the non-union private sector and issues of design and organizational strategic choice surrounding the decision to initially adopt or not to adopt a conflict management system. This

thesis's focus on a) a wholly unionized setting, b) a public sector setting, and c) on ICMS implementation rather than solely on the question of adoption, expands significantly the institutional arrangements and ICMS processes under study when compared to the existing research.

That being said, there is much research left to do. First, this thesis does not explore variation in the design and implementation choices unions and management negotiators have in either designing and/or implementing an ICMS through the collective bargaining process. Examining the various arrangements (and potential arrangements) negotiated for union notification of bargaining unit ICMS usage, union presence in ICMS sessions, and union involvement in ICMS governance are important future areas of research. Additionally, in a future paper I intend to investigate the implications of my study of the differing ICMS engagement choices of the unions in Units A, B, and C on issues of confidentiality, neutrality, integration with the negotiated grievance procedure, as well as on other topics. In this paper, I intend to revisit Robinson et al.'s (2005) best practices for ICMSs in unionized settings, and offer my own best practice recommendations based on the research conducted in the three bargaining units included in this study.

The maximum variation sampling design chosen for this study while providing much theoretical leverage to explore the reasons behind the different reactions to the same ICMS by different local unions did not bring a longitudinal element into the case selection process. For example, a larger study could have included bargaining units where unions had initially rejected, but now have accepted CORE PLUS as well as bargaining units where unions had initially accepted and used the ICMS, only to now have negotiated to no longer allow its use in the bargaining unit. The perspectives of unions and local management teams who have transitioned

between embracing and opposing CORE PLUS would provide important additional data points for the model of union participation and engagement in ICMSs I propose earlier in this chapter.

### ***Theory of ICMSs Revisited***

ICMSs are not a panacea for removing conflict from the workplace, nor should they be seen to be. This thesis, in adopting the pluralist perspective, understands processes for conflict management will always come up against structural conflict in which goals are not aligned. In these instances, the best that can be hoped for is that the parties will accept moving to rights and/or power approaches to conflict resolution that usually reside outside of an ICMS, *or* understand and be at peace with the fact that the conflict will not be resolved and may even be productive in the long-term.

There is great potential for an ICMS to give parties additional conflict management tools that were previously not available. The tools, though, in and of themselves are not enough. Acknowledgement must be given to a variety of objectives and strategies of unions as well as management for ICMSs to realize their full potential. In other words, ICMSs must not be grounded in a unitarist conception of workplace conflict and instead should be firmly wedded to a pluralist one.

Underlying the argument for using an ICMS is often a notion that a conflict management system is ultimately designed around the needs of “the organization” and benefits the organization itself first and other stakeholders second. ICMS designers and managers should recognize that other organizational stakeholders have strategic interests that do not align with the organization/management’s interests (Avgar 2008; Gadlin 2005).

Challenging the construction provided by Lipsky and Avgar (2008), I find “*organizational strategic goals and objectives*” are often assumed to equal *management strategic goals and objectives*. We should therefore be extremely critical in analyzing organizational goals and objectives for conflict management to be sure they are not conflated with management goals and strategy.

An analysis of union/management goal and interest alignment is not only essential, I argue, to understanding ICMS adoption and usage: alignment of employee and management interests into an ‘organizational’ interest has been a goal of managers and human resources professionals since “Theory Y” of management was introduced by Douglas McGregor in his *The Human Side of Enterprise* (1960). McGregor frames the development of his “Theory Y” by contrasting it with the more traditional “Theory X” view of management, which assumes the average worker “has an inherent dislike of work and will avoid it if he can” (1960, 33). The assumptions about human behavior underlying Theory X, McGregor argues, leads it to a “carrot and stick theory of motivation” whereby management “by direction and control—regardless of whether it is hard or soft—is inadequate to motivate because the human needs on which this approach relies are relatively unimportant motivators of behavior in our society today.” Instead, he argues “social and egoistic” needs motivate workers in a modern society and therefore management philosophy should take account of this fact (1960, 41-42).

Management strategies based on McGregor’s “Theory Y” attempt to do just this. In titling his chapter explicating Theory Y, “The Integration of Individual and Organizational Goals,” McGregor makes clear his view that management does not necessarily need to use the carrot and stick approach to managing employees. “Theory Y,” he argues, “assumes that people will exercise self-direction and self-control in the achievement of organizational objectives to the

degree that they are committed to those objectives” (1960, 56). McGregor believes in organizations operating predominantly under a Theory Y philosophy will be continually “seek[ing] that degree of integration in which the individual can achieve his goals *best* by directing his efforts toward the success of the organization” (1960, 55).

An organization that chooses to implement an ICMS is almost surely heavily influenced by Theory Y approaches to management as McGregor argues that Theory Y management “leads to a preoccupation with the nature of relationships” in the workplace, while Theory X leads “naturally to an emphasis on the tactics of control” (1960, 132). But in the end, is Theory Y simply repackaging ‘control’ in a different form? And are ICMSs one method of such a repackaging?

Like the progressive critics of ICMSs discussed in Chapter 2, I agree that ICMSs have the potential to be methods of “systemic organizational management” as Gadlin describes them (2005, 382). Unlike the “progressive” critics ICMSs, though, I believe this does not have to be seen solely in a negative fashion. In this vein, a key question arises: Does an ICMS contribute to more authoritarian control or democratic control of the workplace?

This thesis supports the argument that the theory of workplace conflict underlying the design, implementation, and operation of an ICMS matters. While a management operating under a unitarist perspective on conflict may lead an organization to start an ICMS, such an ICMS will likely be designed and implemented in such a way that other stakeholders, including unions and individual employees, will not be heard. Resolving conflict quickly and efficiently becomes the most important function of the ICMS. Instead, one can imagine an alternative workplace operating under a more pluralistic conception of conflict, in which the ICMS serves as a mechanism for stakeholder input and feedback on what is not working in the organization and

allows the organization to collaboratively make changes. The ICMS becomes a key data point for organizational learning, rather than seen as a failure if a dispute continues to a rights-based process such as grievance arbitration or litigation.

To the extent ICMSs allow ‘organizational goals’ to be separated from ‘management goals’ and influenced by other stakeholder concerns (including individual employees and unions), will the systems be less likely to turn into authoritarian control mechanisms and instead truly empowering for all in the organization. The reason Unit C’s ICMS implementation experience was the most successful of the three case studies in this thesis, was that the union and management had the most overlap in their organizational goals and strategies to achieve them. My findings, though, indicate that when overlap does not exist, or is around much more narrow areas, a pluralistic conception of workplace conflict is important as it will support a larger role for non-management stakeholders to participate in the governance of the system without the stifling tendencies of an ICMS operating under a more unitarist view.

Unions’ abilities to engage or not engage in CORE PLUS supports this argument. When the ability and power of stakeholders to be heard is low, ICMSs, on their own, may exacerbate those power and voice differentials, leading to a more authoritarian, “Theory X” organizational management approach. Likely, ICMSs designed and operated in organizations where organizational strategic goals and objectives aren’t seen as equal to management strategic goals and objectives and incorporate a pluralistic view of the legitimacy other stakeholders provide the organization, including importantly unions representing the organization’s employees, will be more successful and sustainable. The ultimate test for ICMSs success may therefore be their role in decoupling ‘the organization’ from ‘management’. Rather than ignoring, threatening, or silencing non-management stakeholders (both in union and non-union contexts), the ICMS is



perfectly suited to be one of tools organizations and their stakeholders use to come to new understandings of what organizational goals and objectives can and should be, but only if the will to do so exists.

APPENDIX 1

SELECTED DETAILS OF BARGAINING UNITS

	<b>UNIT A</b>	<b>UNIT B</b>	<b>UNIT C</b>
Job function	Natural resources protection, public outreach, administrative, research, education	<i>Same as A</i>	Back office planning, design, and support services for the bureau
Bargaining unit employees	150	70	225
Percentage of unit employees in union	57%	10%	31%
Years union active	50 +	2	13
National union	AFGE	NFFE/IAM	AFGE
Frequently used conflict management options (Outside of CORE PLUS)	Grievance procedure, Unfair labor practice process	Avoidance, Formal negotiation	Informal negotiation, Grievance procedure
CORE PLUS?	No	Yes, through CBA but not using	Yes, through MOA and using

## APPENDIX 2

### UNIT B CORE PLUS COLLECTIVE BARGAINING AGREEMENT LANGUAGE

#### ***GRIEVANCE PROCEDURE AND ALTERNATIVE DISPUTE RESOLUTION***

**Section 1.** The purpose of this agreement is to provide a procedure for the consideration and resolution of grievances. The procedure as stated herein will be the exclusive procedure available to the Union, the Employer and employees for resolving grievances.

Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by the Employer and the aggrieved party (ies) to settle grievances at the lowest possible level.

**Section 2.** A grievance may be undertaken by the Union, Employer, an employee or group of employees. Only the Union or representatives approved by the Union may represent employees in such grievances.

However, any employee or group of employees may personally present a grievance and have it adjudicated without representation by the Union, provided that the Union is given the opportunity to be present at all discussions related to the grievance between the grievant(s) and the Employer and be provided with copies of all correspondence/data relating to the grievance and provided to the employee.

In exercising their rights to present a grievance, employees and Union representatives will be free from restraint, coercion, discrimination or reprisal.

**Section 3.** A grievance is defined as **any** complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By an employee, Union, or the Employer concerning:
  - 1) The effect or interpretation of a claim of breach of the Agreement, or
  - 2) Any claimed violation, misrepresentation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 4.** Excluded from coverage under this grievance procedure are matters concerning:

- a. Any claimed violation related to prohibited political activities;
- b. Retirement, life insurance or health insurance;
- c. Suspension or removal for national security reasons under Section 7532 of the Statute;
- d. Any examination, certification or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. Termination of an employee during the probationary period;

- g. Non-selection for promotion from a group of properly ranked and certified candidates;
- h. Any proposed actions under 5 U.S.C. §752 or 432 (action taken under 5 U.S.C §752 OR 432 may be grieved) **unless procedure errors occur in the proposal phase**; and
- i. Reduction-in-force actions.

**Section 5.** An employee and her Union representative will be given a reasonable amount of official time without loss of pay or charge to leave for the purpose of filing the grievance at each of the steps of the procedure including arbitration.

**Section 6.** In the event either party should declare a complaint non-grievable or nonarbitrable **in writing**, the original complaint will be considered amended to include the determination of this issue. The grievability/arbitrability issue will be decided as a threshold issue when the grievance reaches arbitration prior to the consideration of any other issues by the arbitrator.

**Section 7.** Unless mutual agreement is reached for extending time limits, failure to meet the specified time limits will result in the following:

- a. If the Employer fails to respond within the required time limits, the grievance may be advanced to the next step in the procedure **and the Employer will be responsible for arbitration cost**;
- b. If the grievant fails to meet the time limits at any step of the procedure, the grievance may be dismissed without further consideration. The grievant may further receive a written explanation of the determination to dismiss the grievance.

**Section 8.** Employees may grieve actions effected under 5 U.S.C §752 (adverse actions) or 5 U.S.C. §432 (actions based on performance) (**Suspensions of 14 days or more or removals**) by filing a grievance under this procedure or they may file an appeal to the Merit Systems Protection Board **within 30 days of the decision**, but not both. The filing of appeal to the MSPB, or a grievance under this procedure, prevents the employee from using the alternative procedure **described in Section 13**. All grievances under 5 U.S.C. §752 and 5 U.S.C. §432 will be initiated at Step **2** of the Negotiated Grievance Procedure.

**Section 9.** Step 1 grievances should be initiated at **REDACTED**.

**Section 10.** An employee or group of employees, wishing to initiate a grievance may proceed as follows:

**Step 1:**

The grievance will be submitted in writing to the employee's **REDACTED** within **28** calendar days of the occurrence of the event or action prompting the grievance or the date the grievant became aware of the action. The **REDACTED** will, within 15 calendar days, render a written decision. (See Section 9 of this Article.)

The **responding official** may make whatever investigation she considers necessary and will provide a written response to the grievance within 15 calendar days of receipt of the grievance. The response must indicate the right to submit the grievance at the next step of the procedure.

**All discussions with the grievant concerning the grievance shall be with the Union Representative present.**

**Step 2:**

If the matter is not satisfactorily settled at Step 1, the grievant/Union may submit the grievance in writing to **REDACTED** within **28** calendar days after receipt of the Step 1 decision. The **REDACTED** will review the grievance and issue a written decision to the grievant within 15 calendar days after receipt of the grievance.

If the Step 2 decision is unsatisfactory to the employee and the Union, the Union may, within 30 calendar days after receipt of the step 2 decision, request arbitration of the grievance. **(See Article 42)**

Copies of all decisions will be provided to the grievant(s) and the Union.

**Section 11.** Grievances initiated by the Employer or the Union will be processed in accordance with the following:

The Union or Employer will present the grievance in writing to the other party within 30 calendar days after the occurrence of the action or incident being grieved or within 30 calendar days of the date the grievant became aware of the incident.

The written grievance will contain:

- a. The specific nature of the grievance;
- b. The section of the law, rule, regulation, collective bargaining agreement or condition of employment allegedly violated, policy; and
- c. The corrective action desired.

The parties will meet within 14 calendar days after receipt of the grievance to discuss the grievance. The party filing the grievance will be furnished a decision by the other party within 15 calendar days from the date of this meeting. If dissatisfied with the decision, the grieving party may request arbitration (See Article 42).

**Section 12.** The parties agree that employees may utilize the Department of the Interior's alternative dispute resolution process, Conflict Resolution (COREPLUS). The parties agree to follow the procedures established in Chapter 770 of the Departmental Manual (DM 770).

In the event the employee chooses COREPLUS, the time frames established by the grievance procedure are extended to either the issuance of a Notice of Results and Options or written notice by the employee **or her representative** that she no longer elects to utilize COREPLUS.

Grievances submitted under COREPLUS that are outside the time frames of the grievance procedure will be considered not timely, **but will be accepted by the COREPLUS to attempt resolution of the issues.**



Employees may elect to be represented in the COREPLUS process in accordance with Section 2 of this agreement. Provisions for official time for the COREPLUS process are in accordance with the basic agreement between the parties.

### **Section 13. Grievance Mediation**

The parties agree the Department of the Interior's alternative dispute resolution process, Conflict Resolution (COREPLUS), may serve as an early intervention alternative to the traditional dispute process. The purpose of the COREPLUS program is to provide a fair, equitable and effective means for resolving workplace disputes at the earliest opportunity, at the lowest organizational level, and to the mutual satisfaction of the parties.

The parties agree to implement a grievance mediation option. This option is available only where the Union is serving as the employee representative. Either a mutually agreed to mediator or a Federal Mediation and Conciliation Service (FMCS) Commissioner assigned by FMCS will act as a mediator in grievance procedure so long as the grievance is timely invoked.

The parties agree that grievance mediation may be an effective method of resolving grievances efficiently and economically by using the services of an objective third party to help the parties gain mutually acceptable grievance resolutions. The parties agree to the following as governing procedures for the grievance mediation process.

- a. Grievance mediation may occur in each grievance step providing:

- 1) Either party requests mediation in writing.
- 2) The other party agrees to mediation, although it is understood that a supervisor will generally participate in mediation if requested by the employee(s).

b. Coverage:

- 1) All matters subject to the negotiated grievance procedure are appropriate for inclusion in the grievance mediation process.
- 2) In the case of disciplinary action, grievance mediation may be invoked as an intermediary step between the decision of the deciding official and before arbitration, if arbitration has been invoked.

c. Requesting Mediation:

While the mediator shall have no authority to impose a resolution on the grievance, either or both parties may request that the mediator suggest a resolution or offer a recommendation to the parties. The mediator will have the authority to meet separately with either **or both** party.

d. Proceedings:

- 1) The grievant **or her representative** will request mediation in writing.

- 2) Proceedings before the mediator will be informal. Rules of evidence shall not apply. No record of the meetings shall be made.
- 3) The parties will present a brief statement to the mediator stating the facts, the issue, and providing arguments in support of their positions at the beginning of the mediation conference.
- 4) The parties may be represented by the representative(s) of their choice; however, discussion shall be open to all participants.
- 5) The grievant is entitled to be present at the grievance mediation conference.

e. Records:

- 1) The parties agree to maintain joint records of the use of grievance mediation including the number of grievances addressed in grievance mediation, the number resulting in settlements, the issues covered, direct and indirect costs and the time frames involved. The parties agree to jointly develop a form to report the above information.
- 2) Those employees and supervisors who were successful and reached a resolution of the grievance will develop a written settlement agreement.
- 3) Contractual time limits shall be waived or extended to permit grievances to proceed to either the next step or arbitration, as appropriate, should mediation be unsuccessful.
- 4) An employee who agrees to utilize mediation does not waive her right to continue to process the grievance once the mediation phase is completed.

f. Termination of Mediation:

- 1) Either party may terminate the mediation at any time during the process.
- 2) Employees and supervisor cannot be forced to reach agreement. If the employee is not satisfied with the mediation results, she may proceed with the next step of the grievance procedure.
- 3) **Step 2** grievances not resolved through grievance mediation may proceed to arbitration. Any arbitration proceeding will be held as if grievance mediation had not occurred. Nothing said or done by the parties or the mediator during the grievance mediation session may be used or referred to during the arbitration proceedings.
- 4) Any materials presented to the mediator shall be returned to the party presenting the materials at the termination of the mediation conference.
- 5) Employees and supervisor cannot be forced to reach agreement. If the employee is not satisfied with the mediation results, she may proceed with the next step of the grievance procedure.

## APPENDIX 3

### UNIT C CORE PLUS MEMORANDUM OF AGREEMENT LANGUAGE

#### *Memorandum of Agreement Use of the CORE PLUS Program*

The parties, **REDACTED**, (Union) and the **REDACTED** (Agency) hereby agree that bargaining unit employees may elect to utilize the CORE PLUS Program established in the Departmental Manual, 370 OM 770, and in the CORE PLUS Handbook. The CORE Program is in addition to the Grievance Procedures outlined in Article VI. of the Partnership and Collective Bargaining Agreement between the **REDACTED**. The parties therefore agree to the following provisions:

1. If CORE PLUS services are requested, the bargaining unit employee shall contact a CORE PLUS Specialist (or request assistance from their Servicing Human Resources Office) within the designated Bureau/Office. The parties agree to use the CORE PLUS Program guidelines established in the Departmental Manual, 370 OM 770 and accompanying CORE Handbook.

a) If the parties voluntarily reach an agreement/settlement through CORE PLUS mediation, they will be bound by the agreement/settlement. If no agreement/settlement is reached, the party may seek formal redress, as provided in the "Grievance and Arbitration Procedures" of the Partnership and Collective Bargaining Agreement within fifteen (15) days after the CORE PLUS mediation process and a "Notice of Results and Options" form is completed.

2. Initial contact with a Conflict Resolution Specialist does not require supervisory approval. A reasonable amount of official time will be allowed without charge to leave or loss of pay in accordance with pertinent regulations.

3. The CORE PLUS mediation sessions will be held, if possible, on 001 premises and during the regular administrative work hours. If in a duty status, the parties to the complaint, Union Representative, or any employee called to participate in a CORE PLUS meeting will be excused from duty as necessary by her supervisor. Designated Union representatives and/or witnesses will not suffer loss of pay or charge to leave.

4. In accordance with 370 OM 770, the CORE PLUS process will normally not exceed 15 days with two possible extensions in 15 day increments, unless otherwise agreed to by both parties. If the mediation process is used, an "Agreement to Mediate" form will be completed by the CORE PLUS Specialist and signed by both parties and their representatives, if any. Copies of the final signed agreement will be provided to all parties and the original document maintained by the designated Bureau Dispute Resolution Specialist (or CORE PLUS Dispute Resolution Manager).

5. Issues discussed during CORE PLUS sessions are considered to be confidential to the maximum extent possible and will only be disclosed to those with a need-to-know (as defined under 370 OM 770).

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