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U. S. DEPARTMENT OF THE INTERIOR
OFFICE OF SURFACE MINING
RECLAMATION AND ENFORCEMENT

DIRECTIVES SYSTEM

Subject Number: PER-23 RESCINDED

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Subject: Labor-Management Relations

Approved: Title: Acting Director

1. Purpose. This directive establishes the policies and procedures for labor-management relations within the Office of Surface Mining Reclamation and Enforcement (OSMRE). The directive supplements the Departmental Manual Chapter 370 DM 711, titled Labor-Management Relations.

2. Summary. This directive is being reissued to reflect the decentralization of the Office of Surface Mining Reclamation and Enforcement. It supersedes the OSMRE Directive PER-23, dated 10/14/86 and therefore incorporates the following changes:

a. Paragraphs have been added or renumbered in accordance with OPM-1, Establishment of the Office of Surface Mining Reclamation and Enforcement Directives System, dated 8/18/88.

b. Branch name has been corrected in 3 and 9.

c. Telephone number has been corrected in 9.

d. Division of Personnel added for Coordination in 4k(2) and 5.

e. Number of copies of agreement added to 4k(3)(a)2 and 4.

f. Decentralization:

(1) Servicing Personnel Office (SPO) added at 3, 4c(5), and 4k(3)(a)5.

(2) Labor Relation Officer's (LRO) responsibility assigned to Chief, Servicing Personnel Office in 4d(2), 4g(1-4), 4l(2), and 4m(2).

(3) LRO's responsibility assigned to Chief, Branch of Personnel Policy and Evaluation in 4c(4) and 4f(5).

(4) LRO's responsibility assigned to OSMRE Personnel Officer (PO) in 4h(1a and 2), and 4n(1)(a).

(5) Personnel Officer's responsibility assigned to Chief, SPO in 4f(3), 4k(2), (3)(a)4, (4)(b), and 5.

3. Definitions. For the purposes of this directive, labor-management relations terms shall have the meaning set forth in 5 U.S.C. 7103 and Subchapter 1.3 of 370 DM 711. The Branch of Personnel Policy and Evaluation, Division of Personnel, or Servicing Personnel Office should be consulted for the meaning of other labor relations terms not defined by these resources.

4. Policy/Procedures.

a. Background. The Federal Service Labor-Management Relations Statute (Chapter 71 of Title 5 of the U.S. Code) governs labor-management relations within the executive branch of the Federal service. The statute was enacted in 1978 as a part of the Civil Service Reform Act. Congressional intent behind the legislation was to emphasize that the statutory rights of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes. Furthermore, Congress determined that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices. Effective labor management relations programs facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

b. Management Policy. It is the policy of OSMRE that:

(1) Establishment and maintenance of equitable conditions of employment consistent with the public interest are the paramount consideration in labor-management relations;

(2) Employees have the right, free from restraint or reprisal, to organize, join or assist any union, or to refrain from such activity, and to designate representatives for the purpose of negotiating and consulting with management officials;

(3) Labor-management relations is an important part of the overall responsibility of every management official and supervisor;

(4) Management accepts and supports the philosophy of Federal labor-management relations as a bilateral relationship between management and union representatives which must be nurtured in a climate of mutual trust and confidence;

(5) Management officials have the right and responsibility to direct, manage and control their respective program activities in a manner which facilitates the establishment and maintenance of equitable conditions of employment consistent with the public interest;

(6) Management officials will strive to maintain equitable conditions of employment which are sensitive to the needs and concerns of employees, as expressed through their union representatives;

(7) Negotiations will be conducted in good faith on all appropriate matters. All reasonable efforts will be made to reach agreement before seeking third-party assistance;

(8) Negotiated agreements are the commitment of both parties and will be administered firmly and fairly;

(9) Grievances applicable to negotiated agreements should be settled in a prompt and equitable manner;

(10) Consultation or negotiation with unions holding exclusive recognition or national consultation rights will be accomplished in a meaningful way, with a resolve to achieve greater employee participation in the making of decisions on personnel policies, practices and matters affecting working conditions; and

(11) Labor-management relationships will seek to foster improvements in overall government efficiency and effectiveness as well as employee performance and productivity.

c. Delegations of Authority.

(1) Director, Office of Surface Mining Reclamation and Enforcement, has overall responsibility for the development and administration of the labor-management relations program and for the establishment of OSMRE policies and programs pertaining to labor-management relations.

(2) Deputy Director, Administration and Finance, shall be responsible for carrying out all labor-management relations in conformance with the Department of the Interior Manual 370 DM 711.

(3) Assistant Director, Budget and Administration shall administer, through the Personnel Officer, OSMRE policies and regulations concerning labor-management relations as described throughout this directive.

(4) Chief, Division of Personnel (Personnel Officer) shall, through the Chief, Branch of Personnel Policy and Evaluation:

(a) develop and recommend for approval OSMRE policies and programs to effect the labor-management relations goals and objectives; and

(b) provide advice, guidance and training on labor relations matters to the Servicing Personnel Offices.

(5) Chief, Servicing Personnel Office shall:

(a) intervene in any phase of OSMRE activities dealing with labor-management relations and initiate corrective action as required;

(b) provide advice, guidance and training on labor relations matters for OSMRE managers and supervisors;

(c) represent OSMRE managers and supervisors in performing ongoing labor relations functions such as impact and implementation bargaining, administration of a negotiated grievance procedure, contract interpretation and application, and the conduct of formal discussions and meetings;

(d) provide technical advice and assistance to management negotiating teams preparing for and conducting negotiations of labor agreements;

(e) coordinate with Headquarters and local representatives of labor organizations in the administration of an OSMRE labor-management relations program; and

(f) represent OSMRE or provide assistance to the management representative in any matter brought before a third-party authority for adjudication, in conjunction with the Director of Personnel, Office of the Secretary - Policy, Budget and Administration (refer to 370 DM 711, 8).

d. Supervisors and Management Officials shall:

(1) Maintain a posture of strict neutrality with regard to questions pertaining to membership or nonmembership of employees in any labor organization and with regard to which labor organization, if any, employees might choose to represent them. Under no circumstances will supervisors or management officials initiate, circulate or provide any assistance in connection with the circulation of any petition for signature by employees, or poll individual employees regarding their membership in or desire to continue to be represented by an exclusively recognized labor organization;

(2) Strive to understand and comply with the rights and responsibilities of labor and management as stated in applicable negotiated agreements and the labor relations statute. This includes providing advance notice to the Chief, Servicing Personnel Office of changes in working conditions of employees represented by labor organizations; and,

(3) Restrain from interfering with, coercing, or discriminating against employees as a result of exercising their

rights as outlined in the labor relations statute and terms of any applicable negotiated agreements.

e. Employee Participation in Labor Union Activities.

(1) Except as otherwise provided under this directive, employees have the following rights:

(a) To act for a labor organization in the capacity of a representative and in that capacity to present the views of the labor organization to OSMRE, the Department of the Interior, and to officials of the executive branch of the Government, the Congress, or other appropriate authorities;

(b) To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this directive:

(c) To join a labor organization. This right extends to all employees, but participation in the management or acting as a representative of a labor union does not extend to management or supervisory officials, the Personnel Officer and specialists, confidential employees, or any employee whose union activity would result in a conflict of interest, or an appearance of conflict, or otherwise would be incompatible with his/her official duties; and

(d) To be free to engage, or not engage, in the activities outlined above without fear of penalty or reprisal.

(2) Employees do not have the right to engage in a strike, work stoppage, or slowdown, or unlawfully picket any activity of OSMRE in a labor-management dispute, or condone any such activity by failing to take affirmative action to prevent or stop it.

f. Exclusive Recognition will be granted to a labor union which meets the requirements of the labor relations statute and the Federal Labor Relations Authority (FLRA) regulations and has been accorded recognition by a "Certification of Representative" issued by the FLRA.

(1) Union Obligations. A labor union granted exclusive recognition becomes the only recognized representative for all employees in the bargaining unit, and has the right and obligation to speak and act for all employees in the bargaining unit without discrimination or regard to union membership or nonmembership.

(2) Appropriate Bargaining Unit. A bargaining unit may be established on a bureau-wide, Headquarters, field installation, functional, or other basis. It will be an appropriate unit only if the determination will ensure a clear and identifiable community of interest among employees in the unit and will promote effective dealings with and efficiency of the operations of OSMRE. A unit

will not be determined to be appropriate solely on the basis of the extent to which employees in the proposed unit have organized, nor will a unit be determined to be appropriate if it includes:

(a) any management official or supervisor;

(b) a confidential employee;

(c) an employee engaged in personnel or equal employment opportunity work in other than a purely clerical capacity;

(d) an employee engaged in administering the provisions of this directive; or

(e) both professional and nonprofessional employees, unless a majority of the professional employees who vote opt for inclusion with nonprofessional employees in the unit.

(3) Observers at Tally of Ballots. The Chief, Servicing Personnel Office, will arrange to have a management observer present at the tally of ballots when an election is conducted on any representation issue.

(4) Consolidation of Units. Two or more units which are in OSMRE and for which the same labor organization is the exclusive representative may, upon petition to the FLRA by management or the labor organization, be consolidated with or without an election into a single larger unit if the FLRA considers the larger unit to be appropriate. The FLRA will certify the labor organization as the exclusive representative of the new larger unit.

(5) Coordination of Representation Issues. Petitions for new bargaining units, changes in existing bargaining units, or consolidation of bargaining units will be handled in accordance with FLRA procedures. Due to time constraints, telephone notification to the Chief, Branch of Personnel Policy and Evaluation of a pending representation issue, followed by a written submission to the OSMRE Personnel Officer is acceptable. The Personnel Officer will be responsible for any required coordination with OSMRE Headquarters or field offices and the Department.

(6) Management Conduct During Representation Proceedings.

(a) The expression by management of any personal view, argument, opinion or the making of any statement which contains no threat of reprisal or force or promise of benefit or was not made under coercive conditions, will not constitute an unfair labor practice under any provision of the labor relations statute, or constitute grounds for the setting aside of any election conducted under the provisions of the statute if the expression:

1 publicizes the fact of a representational election and encourages employees to exercise their right to vote in such an election;

2 corrects the record with respect to any false or misleading statement made by any person in the representation process; or

3 informs employees of the Government's policy relating to labor-management relations and representation.

(b) If any circumstances or conditions arise where management officials believe they should exercise their rights under this section, the proposed communication should be coordinated with the OSMRE Personnel Officer prior to publication or dissemination.

g. Representation Rights and Duties.

(1) Impact and Implementation (I&I) Bargaining. The union is entitled to reasonable advanced notice of planned management changes in personnel policies, practices, or working conditions of represented employees, prior to their implementation. The union may request to bargain on the development of arrangements for employees adversely affected by the changes (impact) and the procedures management will follow in implementing them (implementation). The Chief, Servicing Personnel Office will notify the union of proposed changes in conditions of employment, and will coordinate any required negotiations.

(2) Formal Discussions are meetings which: are initiated by management; are conducted between one or more management officials and one or more bargaining unit employees; and revolve around grievances, personnel policies, practices, or other matters affecting general working conditions of represented employees. Supervisors/managers planning to conduct formal discussions should provide reasonable advanced notice to the Chief, Servicing Personnel Office, who will give a union representative an opportunity to attend and participate in the meetings.

(3) Weingarten Meetings. A Weingarten meeting is a meeting which meets all three of the following conditions: the employee is being examined/questioned by management in connection with an investigation; the employee reasonably believes that disciplinary action may be taken as a result of the examination; and the employee requests representation. The exclusive bargaining representative must be afforded an opportunity to attend the meeting if all conditions are met. The Chief, Servicing Personnel Office should be contacted to coordinate the Weingarten representation.

(4) Communication with Special Organizations. The exclusive recognition of labor unions does not affect the special relationship of veteran, religious, social, fraternal, professional

or other lawful organizations which may exist within OSMRE. However, consultation with these organizations should not be on matters of general labor-management interest, but should be limited to matters directly pertaining to these organizations. When the nature of meetings can be anticipated to affect general bargaining unit concerns, the Chief, Servicing Personnel Office will give the exclusive representative advance opportunity to be present at the discussion.

h. National Consultation Rights. When they so request, labor unions which qualify under the criteria established in the FLRA regulations must be granted National Consultation Rights (NCR) by OSMRE. National Consultation Rights are granted for those organizations which: have the authority to formulate substantive changes in conditions of employment; and have functions national in scope that are implemented in field activities.

(1) Any labor organization having NCR with OSMRE under this directive will:

(a) be informed by the OSMRE Personnel Officer of any proposed substantive change in conditions of employment by management at the NCR level; and

(b) be permitted reasonable time to present its views and recommendations regarding the changes.

(2) If any union views or recommendations are presented, management (through the OSMRE Personnel Officer) will:

(a) consider the views or recommendations before taking final action on any proposed changes in conditions of employment; and

(b) provide the labor organization a written statement regarding the reasons for accepting or rejecting the union recommendations.

i. Scope of Negotiations.

(1) The labor relations statute provides that personnel policies, practices, and working conditions (conditions of employment) are mandatory subjects for bargaining. That is, management must negotiate union proposals with respect to conditions of employment except as excluded from the scope of bargaining by law or appropriate regulation.

(2) The law includes matters on which bargaining is permissible, at the election of management. These permissible

subjects are the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

(3) Bargaining on management rights is prohibited. That is, management may not negotiate away any of the retained rights, powers and authorities necessary to perform the functions of management. Management officials retain the right in accordance with laws and regulations to:

(a) determine the mission, budget, organization, number of employees and internal security practices of the agency;

(b) hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against employees;

(c) assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations will be conducted;

(d) make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and,

(e) take whatever actions may be necessary to carry out the agency mission during emergencies.

(4) Conditions of employment which are covered specifically by Federal statutes, Executive Orders, laws, or rules and regulations issued by higher authority (e.g., OPM, Department) are excluded from negotiations.

j. Official Time.

(1) Any employee representing the exclusive representative in the negotiation of a collective bargaining agreement will be authorized official time for such purposes, including attendance at impasse proceedings, during the time the employee otherwise would be in a duty status. The number of employees for whom official time is authorized is negotiable but will not exceed the number of individuals designated as representing management for such purposes.

(2) Any activities relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) will be performed during the non-duty time of the employees involved.

(3) Additional amounts of official time may be granted to employees representing the exclusive representative as negotiated in amounts management and the exclusive representative mutually agree to be reasonable, necessary, and in the public interest.

(4) The FLRA may determine whether it is necessary for an employee participating on behalf of a labor organization in any phase of proceedings before the Authority (other than impasse proceedings) to be authorized official time for such purposes during the time the employee otherwise would be in a duty status.

(5) Official Time for Union-Sponsored LMR Training Sessions.

(a) Where a union has been granted exclusive recognition rights, the matter of granting short periods of official time to union representatives for union-sponsored labor relations training which is of mutual concern and advantage to management as well as to the union may be negotiated.

(b) Union-sponsored training sessions dealing with matters such as solicitation of membership and dues, representation of the union in the art of collective bargaining, or other internal union business do not qualify for the granting of official time.

k. Labor Management Agreements constitute all the written terms of understanding arrived at by the parties through the process of collective bargaining. They may consist of the basic agreement, amendments or revisions to the basic agreement, memoranda-of-understanding and notes-for-the-record agreed to by the parties.

(1) Basic Labor-Management Agreement. This term refers to the latest written primary agreement negotiated by representatives of management and the labor union having exclusive recognition rights for the bargaining unit involved. The basic agreement establishes the principles, policies, and practices which will govern the relationship of the negotiating parties.

(a) All basic agreements should incorporate the following:

1 a statement identifying the parties to the agreement and a specific definition of the bargaining unit covered by the agreement;

2 a statement that nothing in the agreement will require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions;

3 a statement as to the scope, duration, and extent of the agreement, including any provisions for the renewal or amendment of its provisions along with the agreement's effective and termination dates; and

4 a procedure applicable only to the bargaining unit, for the consideration of grievances:

a the negotiated grievance procedure shall provide that employee representation is restricted to the exclusive union or a representative approved by the union when presenting grievances under the negotiated procedure;

b the negotiated grievance procedure shall provide that employees may present their own grievances without representation. If an employee elects to represent himself/herself, an exclusive representative must be given an opportunity to be present during the grievance proceeding; and

c a negotiated procedure must provide for final and binding arbitration. Arbitration may be invoked only by the parties to the agreement, not by individual employees. Either party may file exceptions to an arbitrator's award with the FLRA under the regulations prescribed by the FLRA. Exceptions to an arbitrator's award may be filed by management officials through the OSMRE Personnel Officer. The Personnel Officer will be responsible for any required coordination with the Director of Personnel, Department of the Interior.

(b) Amendments or Revisions to Basic Agreements are written negotiated provisions which modify in whole or in part the terms of the basic agreement.

(2) Preparation for Collective Bargaining. The Chief, Servicing Personnel Office, will ensure that technical advice and assistance is provided to the supervisors and managers serving on management negotiating teams in order that ground rules, management proposals, and counter proposals to union proposals are developed which conform with applicable laws and regulations, OSMRE policies and procedures, and with Department bargaining parameters. The Chief, Servicing Personnel Office, will be responsible for forwarding advanced copies of such proposals to the Division of Personnel for coordination with the Department's Division of Labor-Management Relations prior to the commencement of negotiations.

(3) Approval of Labor-Management Agreements.

(a) Basic Agreements, Amendments, and Revisions to the Basic Agreement. These terms are collectively referred to below as "agreements."

1 A labor-management agreement will first be signed and dated by the appropriate labor-management negotiating committees and by the management official exercising authority at the bargaining level.

2 The original plus three copies of the agreement will be forwarded within three (3) working days after execution (signing) by the parties to the OSMRE Personnel Officer and copies will be simultaneously forwarded to the Division of Labor-Management Relations, Department of the Interior, for review and approval or disapproval of the agreement in accordance with the provisions of the labor relations statute. Absent any violation of bureau policies or regulations, the original of the agreement will be signed by the Director, and forwarded to the Department's Director of Personnel.

3 The agreement will become effective upon approval by the Department's Director of Personnel. It will be approved if it conforms to applicable laws, existing published OSMRE and Department of the Interior policies and regulations, and the regulations of other appropriate authorities. If the agreement is not approved or disapproved within thirty (30) days from the date of execution, it shall take effect and be binding on OSMRE and the exclusive representative beginning on the 31st day.

4 Upon approval, the original of the agreement will be returned to the Chief, Servicing Personnel Office, through the OSMRE Personnel Officer. After copies of the agreement have been reproduced, six copies will be forwarded to the Division of Labor Management Relations, Department of the Interior and three copies will be forwarded to the Division of Personnel.

5 Termination. Management requests to terminate a basic agreement shall be forwarded to the Department's Office of Personnel by the Director, after review by the Chief, Servicing Personnel Office, and the OSMRE Personnel Officer.

(b) Amendments to Basic Labor-Management Agreements. Procedures for the approval of amendments to basic labor-management agreements are the same as those outlined in "(a)" above except for the following:

1 amendments require approval of the OSMRE Personnel Officer and the Assistant Director, Budget and Administration;

2 only three (3) copies of the amendment need to be submitted to the Department's Office of Personnel; and

3 the Department's Office of Personnel will notify OSMRE of any violations of Departmental policies or

regulations, or conflicts with law or regulations of appropriate authorities within fifteen (15) days of the execution of the agreement.

(4) Renewal of Negotiated Agreements.

(a) No negotiated agreement or amendment to a negotiated agreement will be extended or renewed beyond its present term, except as provided by Section 704 of the Act and Section 7135 of 5 U.S.C., unless it conforms to applicable laws, statutes and regulations of appropriate authorities which were issued after the date of approval of the agreement.

(b) Agreements will be reviewed in consultation with the Department's Division of Labor-Management Relation for conflicts with such laws and regulations at least sixty (60) days prior to the termination date. If it is determined that a conflict exists, the Chief, Servicing Personnel Office, will take appropriate steps to reopen the agreement to negotiate removal of the conflicting provisions. Renegotiated provisions must be resubmitted for Departmental review in accordance with Section 3k. (3) of this directive.

l. Services to Labor Organizations.

(1) Payroll Deduction of Union Dues.

(a) If OSMRE has received from an employee in an appropriate unit a written assignment which authorizes OSMRE to deduct from the pay of the employee amounts for the payment of regular and periodic dues to the exclusive representative of the unit, the agency will honor the assignment and make an appropriate allotment pursuant to the assignment. Any such allotment will be made at no cost to the exclusive representative or the employee. Except as provided below an employee may not revoke any such assignment for a period of one (1) year.

(b) An allotment for the deduction of dues with respect to any employee will terminate when:

1 the dues withholding agreement between the agency and the exclusive representative involved ceases to be applicable to the employee; or

2 the employee is suspended or expelled from membership in the exclusive representative.

(c) Special Situation. If a petition has been filed with the FLRA by a labor organization alleging that 10 percent of the employees in an appropriate unit in an agency have membership in the labor organization, the FLRA will investigate the petition to determine its validity. Upon certification by the FLRA of the

validity of the petition, management will be obligated to negotiate with the labor organization concerning the deduction of dues from the pay of the members of the labor organization who are employees in the unit and who make a voluntary allotment for such purposes. Approval by the OSMRE Personnel Officer and the Deputy Director, Administration and Finance, is required for these dues deduction agreements.

(2) Use of OSMRE Facilities or Space. When a union holds exclusive recognition status, matters such as requests for use of official space for union meetings during nonwork time, union use of bulletin boards, solicitation of union membership in nonwork areas during nonwork time, and distribution of union literature are subject to the provisions of the local collective bargaining agreement, or in its absence, subject to the decision of local management. Supervisors and managers are required to notify and obtain the concurrence of the Chief, Servicing Personnel Office, prior to approval of such union requests.

m. Unfair Labor Practices

(1) Management officials and supervisors should be aware that an unfair labor practice may include, but is not limited to the following actions:

(a) to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the labor relations statute;

(b) to encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;

(c) to sponsor, control or otherwise assist any labor organization other than to furnish, upon request, customary and services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;

(d) to discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under the labor relations statute; or

(e) to refuse to consult or negotiate in good faith with a labor organization as required by the labor relations statute.

(2) The Chief, Servicing Personnel Office should be contacted when clarification is required in determining whether a matter is grievable under a negotiated grievance procedure or whether an action constitutes an unfair labor practice.

n. Coordination of Third-Party Issues.

(1) Involvement of the Department.

(a) All union, employee, or management-initiated matters which may require hearings or other third-party actions (except mediation), should be brought to the immediate attention of the OSMRE Personnel Officer via telephone upon receipt of the issue. The Personnel Officer will ensure that management initiated matters are appropriately forwarded in writing, prior to formal submission, to the Division of Labor-Management Relations, Department of the Interior. Examples of issues requiring this action are:

1 unfair labor practice allegations;

2 issues necessitating decisions and/or reports from the FLRA;

3 grievances going to arbitrators for decision;

4 negotiability or impasse issues being forwarded to the FLRA or the Federal Service Impasses Panel;

5 representation issues;

6 grievability/arbitrability issues; and

7 any other third-party matter not specifically mentioned above.

(b) The documents and other information furnished to the Department's Division of Labor-Management Relations relative to third-party issues will be simultaneously transmitted to the Office of the Solicitor so that legal implications may be addressed.

(c) The Department's Division of Labor-Management Relations will be included as a party of interest on all service sheets to receive copies of correspondence and notifications related to all third-party issues.

(d) To ensure that cases taken before third-parties will be effectively pursued, the Department's Division of Labor-Management Relations, in coordination with the Office of the Solicitor and the Assistant Director of Budget and Administration, will determine who will present such cases to third-parties. The Division of Labor-Management Relations, in coordination with the Assistant Director, Budget and Administration, will determine the policies and procedures to be utilized in the preparation of the cases.

(e) The Department's Director of Personnel is responsible for coordination with the Office of Personnel Management for: significant cases likely to go before a third-party; notification of arbitration awards believed to meet the criteria under 5 U.S.C. 7121; and

(f) Notification of agency determinations to seek judicial review of Federal Labor Relations Authority decisions; and furnishing copies of all arbitration awards.

(2) The Director, OSMRE, shall provide to the Department's Director of Personnel:

(a) copies of all arbitration awards; and

(b) notification within ten (10) working days of receipt of an arbitration award believed to meet the criteria for judicial review.

5. Reporting Requirements. The Chief, Servicing Personnel Office will ensure that an effective system for recording and accounting for official time used by employees for representational functions is established and maintained, in accordance with FPM Letter 711-161 and Personnel Management Letter Number 81-34 (711). The number of hours and costs resulting from the use of official time will be reported through the Division of Personnel to the Department's Division of Labor-Management Relations by December 1 of each year.

6. Effect on Other Documents. Supercedes PER-23, dated 10/14/86.

7. References

a. 370 DM 711, Labor Management Relations.

b. Title VII of the Civil Service Reform Act, Chapter 71 of Title 5 of the U.S. Code dated 10/13/78.

8. Effective date. Upon issuance.

9. Contact. Division of Personnel, Branch of Personnel Policy and Evaluation, (FTS/202-343-1010).

10. Keywords. Labor, union, negotiation.