

U.S. Department of Energy
Washington, D.C.

ORDER

HQ 3710. 1

7-18-83

SUBJECT: LABOR-MANAGEMENT RELATIONS PROGRAM

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1. PURPOSE. To set forth the Department of Energy (DOE) Headquarters policies, authorities, responsibilities, requirements, and procedures for the labor-management relations program.
 2. SCOPE. The provisions of this Order apply to all Headquarters personnel, including personnel of the Federal Energy Regulatory Commission (RC), with the following exceptions:
 - a. The Federal Energy Regulatory Commission is excluded from coverage as provided in paragraphs 5a and 5b(4), (5), and (6).
 - b. These requirements are not applicable to Headquarters organizations that have intelligence, counterintelligence, investigative, or national security work as a primary function and for which the President has determined that the provisions of title 5 cannot be applied in a manner consistent with national security requirements and considerations. Specific organizational exclusions under these provisions are the Office of the Assistant Secretary for Defense Programs and the Office of the Inspector General.
 3. REFERENCES.
 - a. Title VII of the Civil Service Reform Act, as codified in title 5 U.S.C., which provides the statutory framework for the Federal employee labor-management relations program.
 - b. DOE 3710.1, LABOR-MANAGEMENT RELATIONS PROGRAM FOR FEDERAL EMPLOYEES, of 1-16-81, which sets forth policies and requirements for the Department of Energy labor relations program.
 4. POLICY. It is Headquarters policy to recognize the legitimate interests of recognized labor organizations on matters of concern to their members. Headquarters accepts the role of properly certified labor organizations in consultations and negotiations as representatives of its employees. The goal of Headquarters is a stable relationship with labor organizations within a framework that allows it to accomplish its mission. Hence, Headquarters managers will ensure that:
 - a. Employees have the right, and are protected in the exercise of this right, freely and without fear of penalty or reprisal to form, join, or assist any lawful labor organization, or to refrain from such activity;

- b. Orderly and constructive relationships are maintained between labor organizations and management officials;
- c. The public interest is maintained in any dealings or negotiations with employees or labor organizations; and
- cf. Strict neutrality is maintained toward employees who choose either to join or not to join labor organizations.

5. RESPONSIBILITIES AND AUTHORITIES.

- a. The Deputy Director of Administration monitors the operation of the program within Headquarters and approves policies, rules, and requirements for the implementation of the labor-management relations program requirements of title 5, except that these policies, rules, and requirements will not apply to the Federal Energy Regulatory Commission without prior concurrence.
- b. The Director of Headquarters Personnel Operations, through the Chief of Operations Support.
 - (1) Develops administrative programs, standards, and procedures.
 - (2) Conducts a labor-management relations program which recognizes the need for anticipating problems and planning for their resolution; and provides a means of developing and maintaining effective relationships with local organizations which are recognized or seeking recognition.
 - (3) Provides professional advice, assistance, and guidance.
 - (4) Except for RC labor relations matters, analyzes proposals submitted by labor organizations for negotiated agreements, develops and coordinates proposed positions on the issues, and speaks for management at the bargaining table.
 - (5) Except for RC labor relations matters, coordinates with the General Counsel in the preparation for and representation at unfair labor practice hearings resulting from complaints brought by an employee or group of employees against management,
 - (6) Except for RC labor relations matters, coordinates with the General Counsel concerning representation at any third party proceeding related to the labor-management relations program.
 - (7) Prepares required reports and maintains records on labor-management relations activity.
 - (8) Provides staff assistance to management officials relative to the administrative and operational aspects of any Headquarters agreement.

- (9) Determines training needs and conducts labor-management relations training for managers and supervisors.
- (10) Informs employees of their rights and obligations.
- (11) Keeps abreast of labor-management relations developments as they affect Federal organizations and pertinent industries; keeps management informed of significant developments in these areas.
- (12) Ensures that all Headquarters employees are aware of the voluntary nature of the dues allotment program and the conditions governing revocation.
- (13) Ensures that consultations with labor organizations granted recognition are encouraged, that the views of labor organizations so recognized are solicited on proposed changes in personnel policies and procedures, and on matters affecting general conditions of employment affecting bargaining unit employees in accordance with title 5.

c. Heads of Headquarters Organizations.

- (1) Ensure that the responsibilities in subparagraph are carried out.
- (2) Apprise the Headquarters Personnel Operations Division and/or the Operations Support Branch of significant problems and the progress of the program through submission of reports as required.

d. Management Officials and Supervisors.

- (1) Maintain strict neutrality in matters concerning labor organization membership and representation.
- (2) Represent and uphold management prerogatives, as provided by law and regulations, in the administration of Headquarters and Departmental policy during negotiation of labor agreements, and express those management positions in communications with employees and labor organization representatives.
- (3) Promptly inform higher level management of significant problems affecting labor-management relations and the progress of the program.
- (4) Keep records of significant dealings including problems, grievances, misunderstandings, and difficulties in administering the agreement, the agreement provision concerned, and the solution of the matter. Where appropriate, accurately record the use of official time of those employees serving as union representatives. Be alert to the administration of the agreement in terms of its effect on economic factors and efficiency factors relating to the operation and maintenance of the organization.

6. EXCLUSIVE RECOGNITION. A labor organization that has been accorded exclusive recognition is the exclusive representative of employees in the unit and is entitled to act for and negotiate agreements covering all employees included therein. It is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership. The organization must be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning personnel policies and practices, or other matters affecting general conditions of employment of employees in the unit. When an employee (or group of employees) personally presents a grievance to the agency without the intervention or representation of the exclusive representative, the labor organization which is the exclusive representative shall be given an opportunity to be present at the adjustment of the grievance. Exclusive recognition, when accorded to a union for a unit of employees, excludes:

- a. Supervisors. Employees having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action. The exercise of such authority requires the consistent exercise of independent judgment and is not routine or clerical in nature.
- b. Management Officials. Employees whose position duties and responsibilities require or authorize the individual to formulate, determine, or influence the policies of the DOE.
- c. Confidential. Employees who act in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.
- d. Employees. Employees engaged in Federal personnel work in other than a purely clerical capacity.

7. EMPLOYEE RIGHTS.

- a. Each Headquarters employee has the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in title 5, this includes the right:
 - (1) To act for a labor organization in the capacity of a representative and the right, in that capacity, to present views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
 - (2) To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under title 5.

- b. Employees have the right to solicit membership for labor organizations during nonwork time and in nonwork areas.
- 8. CONFLICT OF INTEREST. No employee shall carry on any activities as an officer or representative of a labor organization which will conflict with the proper exercise of, or be incompatible-with, the employee's official duties or responsibilities. In the event such a conflict or incompatibility arises, the individual concerned will be given a reasonable opportunity to correct the condition causing such conflict or incompatibility.
- 9. DUES WITHHOLDING. Any eligible employee who wishes to have the regular and periodic dues of the exclusive representative of the Headquarters unit automatically deducted from the employee's pay shall submit a-Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," to the Operations Support Branch. Any such allotment shall be made at no cost to the exclusive representative or the employee. Such assignments may not be revoked for a period of 1 year, except such deductions shall terminate when:
 - a. An agreement between Headquarters and an exclusive representative ceases to be applicable to the employee; or
 - b. The employee is suspended or expelled from membership in the union.



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