



**DEPARTMENT OF THE NAVY**  
HEADQUARTERS UNITED STATES MARINE CORPS  
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MPC-40  
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MARINE CORPS ORDER 12711.1A

From: Commandant of the Marine Corps  
To: Distribution List

Subj: LABOR MANAGEMENT RELATIONS (LMR) PROGRAM

Ref: (a) 5 U.S.C. 71  
(b) DoD 1400.25-M, Subchapter 711  
(c) SECNAVINST 12711.2  
(d) SECNAVINST 5430.7R, Ch-1  
(e) SECNAVINST 12273.1A  
(f) SECNAVINST 12250.6A  
(g) Department of the Navy Office of Civilian Human Resources, Civilian Human Resources Roles and Responsibilities, 25 April 2013  
(h) SECNAV M-5210.1  
(i) 5 U.S.C. 522a  
(j) SECNAV Notice 5210  
(k) MCO 5210.11F  
(l) SECNAVINST 5211.5E  
(m) SECNAV M-5214.1

Encl: (1) Case Handling Procedures  
(2) Negotiation of Local Agreements  
(3) Unfair Labor Practice (ULP) Charge Report  
(4) Arbitration Information Report

Reports Required: I. Unfair Labor Practice (ULP) Charge Report (Report Control Exempt), par. 4.b.(5)(g), and encl (3)  
II. Arbitration Information Report (Report Control Exempt), par. 4.b.(5)(g), and encl (4)

1. Situation. This Order establishes and implements policy, assigns responsibilities, and prescribes procedures under references (a) through (m) for the Labor Management Relations (LMR) program within the Marine Corps. The LMR Program governs

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the relationship between the Marine Corps and recognized labor unions pursuant to the Federal LMR Statute per reference (a).

2. Cancellation. MCO 12711.1.

3. Mission. The LMR Program must support and enhance the Marine Corps mission. Strong, positive labor-management relationships help to create and maintain high performance workplaces and promotes mission readiness.

4. Execution

a. Commander's Intent and Concept of Operations

(1) Commander's Intent. The LMR Program supports and enhances the national security mission, supports commanders, fosters a high performing workplace that delivers the highest quality products and services at the lowest possible cost, and promotes an increased quality of work life for its employees. To this end, the LMR Program is committed to:

(a) Proactive engagement on behalf of commanders with employees and their exclusive representative(s) in matters affecting conditions of employment and the delivery of products and services; and,

(b) Promoting work policies and practices to facilitate and improve employee performance so as to accomplish the Commander's mission and serve the public interest.

(2) Concept of Operations

(a) Relationships with recognized labor organizations will be committed to pursuing solutions that are responsive to commanders' interests. LMR relationships should promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee empowerment and accountability, organizational performance, and military readiness.

(b) Consensual means of resolving disputes that may arise in a labor-management relationship will be used to the maximum extent practicable and in accordance with the cognizant commanders' direction, to include the use of alternative dispute resolution.

(c) Per references (c) and (g), the Associate Director, Labor and Employee Relations (MPC-40), Office of the Director of Civilian Human Resources (DCHR), Manpower and Reserve Affairs Department (M&RA), is designated as the primary agency representative before the Federal Labor Relations Authority (FLRA) and Federal Service Impasses Panel (FSIP) in Marine Corps cases where the issues involved do not affect the Department of the Navy (DON) as a whole.

(d) Existing and proposed bargaining units that have evolved over time or have changed significantly following reorganization or realignment must be assessed to ensure employees share a community of interest and that unit structure promotes or will promote effective dealings and efficient agency operations.

(e) Headquarters Marine Corps staff agencies, commands, and serviced activities will allow sufficient time to notify unions and satisfy bargaining obligations prior to changing conditions of employment of bargaining unit employees. Conditions of employment are defined in reference (a) at 7103(a)(14) as "personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters--(A) relating to political activities prohibited under subchapter III of chapter 73 of this title; (B) relating to the classification of any position; or (C) to the extent such matters are specifically provided for by Federal statute."

b. Subordinate Element Missions

(1) Associate Director, Labor and Employee Relations (MPC-40):

(a) Ensure the DON LMR policy is implemented within the Marine Corps and manage all aspects of the Marine Corps' LMR program.

(b) Provide expert technical advice and guidance to subordinate commands and activities on all aspects of the LMR program.

(c) Coordinate and exercise LMR reporting requirements as required by higher-level authority, directives, or instructions.

(d) Inform the DON Office of Civilian Human Resources Labor Relations Program Manager, via the DCHR, of third-party Marine Corps LMR cases that may impact the DON or Department of Defense (DoD) policies.

(e) Appoint Marine Corps representatives in all cases before the FLRA, FSIP, and arbitration proceedings, except for those cases where the representative is designated by the Secretary of the Navy. Individuals designated to serve as a chief negotiator or the USMC representative in a third-party proceeding must be trained and competent. The DON has determined the DON Labor Negotiations Seminar (LNS) satisfies the training requirement for chief negotiators and the DON Management Representative Workshop (MRW) satisfies the training requirement for representatives in third-party proceedings. Third-party proceedings include: ULPs; arbitrations; exceptions to arbitrator's awards; representational petitions; negotiability disputes; and bargaining impasses.

(f) Serve as the primary point of contact with the FLRA and the FSIP; authorize the submission of all documents and communication with the FLRA and the FSIP; and determine, in coordination with appropriate stakeholders, whether settlements are in the best interests of the Marine Corps.

(g) Serve as chief negotiator, interpret, and administer all agreements for bargaining units with recognition at the Commandant of the Marine Corps (CMC) level and advise local commands in the administration of collective bargaining agreements for other Marine Corps bargaining units.

(h) Establish and maintain effective labor-management relationships focused on supporting and enhancing the mission.

(i) Communicate with Counsel, M&RA, on labor issues having Marine Corps-wide impact, as appropriate.

(j) Assess and inspect the Marine Corps' LMR program functional areas to ensure proper focus on LMR readiness applicable to operational roles, functions, missions, and tasks.

(2) Headquarters, U.S. Marine Corps (HQMC) staff agencies:

(a) Ensure all orders, directives and policies affecting civilian bargaining unit employees are staffed through

and/or coordinated with MPC-40 prior to implementation.

(b) Advise MPC-40 of higher-level or external agency policies that may affect civilian bargaining unit employees.

(3) Activity Heads/Commanders or Designees:

(a) Establish, maintain, and promote effective labor-management relationships focused on supporting and enhancing the mission.

(b) Staff and/or coordinate local policies affecting civilian bargaining unit employees with labor relations staff from the servicing Human Resources Office (HRO) prior to implementation.

(c) Consult with and obtain guidance from the local labor relations staff regarding all labor-management relations matters.

(d) Administer collective bargaining agreements covering bargaining unit employees consistent with guidance provided by MPC-40 and the local labor relations staff.

(e) Ensure subordinate commands are provided or aligned with sufficient resources to ensure effective LMR program accomplishments.

(f) Appoint, as needed, subject matter experts to assist with local level negotiations and arbitration hearings.

(g) Ensure supervisors monitor, record, and track the use of official time by union representatives under the following categories: negotiations, dispute resolution, and general LMR.

(h) Notify MPC-40, through the local labor relations staff, upon learning of significant union activities such as attempts to organize, informational picketing, lunch-and-learns, and work slowdowns or stoppages.

(i) Process each labor relations matter as prescribed in the enclosures and in coordination with the local labor relations staff.

(4) Supervisors and Managers:

(a) Remain neutral in matters concerning labor organization membership and representation to the extent required by the law.

(b) Administer the negotiated agreement in the day-to-day work relationship with local union officials and bargaining unit members and deal effectively with labor organization representatives on appropriate matters.

(c) Approve or disapprove requests for official time for union representatives in accordance with the law, regulations, and applicable collective bargaining agreements and ensure use of official time is tracked and recorded in the timekeeping system.

(d) Seek the advice/recommendation of the local labor relations staff regarding interpretation of their collective bargaining agreement and any change in bargaining unit working conditions, policies, and procedures.

(5) Servicing Human Resources Offices (HROs):

(a) Ensure that policies and procedures in LMR matters are in compliance with laws, rules, regulations, and this Order.

(b) Advise serviced activity heads/commanders, managers, and supervisors on the proper execution of their labor relations authorities and responsibilities.

(c) Provide labor relations training to managers and supervisors on an annual or as needed basis.

(d) Ensure funding is available for individuals exercising delegated labor relations authority to participate in the DON-conducted LNS and the MRW and to attend other labor relations training as needed.

(e) Assist activity heads/commanders in conducting periodic self-assessments of their labor relations programs.

(f) Notify and keep informed the affected command and counsel when any third-party matter arises, including, but not limited to, ULPs, arbitrations and local bargaining.

(g) Follow the applicable procedures and provide information shown in enclosures (1) through (4) upon receipt of a docketed ULP charge; a notice invoking arbitration; a representation petition; and, when engaged in negotiations and negotiation disputes. These reporting requirements are exempt from reports control according to reference (m), part IV, paragraph 7n.

(h) Ensure Labor Relations Specialists are properly trained to effectively fulfill their labor relations responsibilities and are classified under the 0201 job series.

(i) Coordinate with all appropriate stakeholders, and obtain counsel review and local command approval, before entering into any settlement agreement in connection with a grievance, arbitration, or ULP; ensure that any settlements having an impact beyond the local command are coordinated, in advance, with MPC-40.

(j) Ensure data for reports required by the Office of Personnel Management, DoD, and DON is maintained and readily available so as to ensure timely submission of reports.

(k) Review bargaining unit codes for employees periodically to ensure codes are accurate and up to date.

c. Coordinating Instructions

(1) Recommendations concerning the content of this Order may be forwarded to MPC-40 via the appropriate chain of command.

(2) All reports required by the references will be submitted to CMC (MPC-40). Human Resource Directors will be advised of the reporting requirements and due dates.

5. Administration and Logistics

a. Records created as a result of this Order shall be managed according to National Archives and Records Administration approved dispositions per references (j) and (h) to ensure proper maintenance, use, accessibility and preservation, regardless of format or medium. Refer to reference (k) for Marine Corps records management policy and procedures.

b. Any misuse or unauthorized disclosure of personally identifiable information (PII) may result in both civil and

criminal penalties. The DON recognizes that the privacy of an individual is a personal and fundamental right that shall be respected and protected. The DON's need to collect, use, maintain, or disseminate PII about individuals for purposes of discharging its statutory responsibilities will be balanced against the individual's right to be protected against unwarranted invasion of privacy. All collection, use, maintenance, or dissemination of PII will be in accordance with the Privacy Act of 1974, as amended (reference (i)) and implemented per reference (l).

6. Command and Signal

a. Command. This Order is applicable to all Marine Corps commands, units, and organizations that employ appropriated and non-appropriated fund bargaining unit employees.

b. Signal. This Order is effective the date signed.



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Case Handling Procedures

1. Unfair Labor Practice (ULP) Charges

a. Receipt of Unfair Labor Practice (ULP) Charge

(1) Docketed unfair labor practice (ULP) charges will be sent from the FLRA to MPC-40. Upon receipt of a docketed ULP charge or related correspondence, MPC-40 will forward a copy of the docketed charge to the appropriate command labor relations office. In those cases where the FLRA sends a docketed ULP directly to the local command, the ULP must immediately be forwarded to MPC-40.

(2) Unless otherwise specified by MPC-40, within fifteen (15) calendar days of receipt of a docketed ULP charge, the command's Labor Relations Specialist will provide to MPC-40 the information shown in enclosure (3). The command's Labor Relations Specialist will notify the command immediately upon receipt of a ULP and shall coordinate with appropriate command personnel, including local counsel, to obtain necessary information and evidence to respond to the ULP charge prior to submission to MPC-40. This reporting requirement is exempt from reports control according to reference (m), part IV, paragraph 7n.

b. Filing of Unfair Labor Practice (ULP) Charges by the Marine Corps. MPC-40 is the sole agent for initiation of all Marine Corps ULP charges. Commands proposing to file a charge will make a written request to MPC-40 detailing the factual and legal reasons for the proposed charge and provide the name and telephone number of the command's point of contact. MPC-40 will coordinate with DON and Defense Civilian Personnel Advisory System (DCPAS) to the extent required in references (b) and (c), or other applicable references, before filing a ULP charge.

c. Authority of the Agency Representative. MPC-40 is the primary representative before the FLRA for the Marine Corps, including HQMC staff agencies, and field commands. All communication with the FLRA or its officials shall be performed by or coordinated in advance with MPC-40, unless delegated otherwise. MPC-40 will coordinate with the local Labor Relations Specialist who shall keep the local commander or designee informed of case status on an ongoing basis.

d. Settlement Agreements. MPC-40 is authorized to review, approve, and with written concurrence of the affected local

commander, enter into, settlement agreements with the FLRA on any ULP. MPC-40 shall coordinate with the local command on all aspects of any proposed settlement.

e. Receipt of Federal Labor Regulations Authority (FLRA) Decisions. All FLRA decisions or a union's exception to an FLRA decision will normally be mailed to MPC-40 by the FLRA. However, in the event a local command receives these, the local command must immediately forward copies to MPC-40. Upon receipt of the final FLRA decision, MPC-40 will forward a copy of the decision to the local Labor Relations Specialist who will keep the Command informed and advise implementing instructions, as applicable.

f. Agency Filed Exceptions to Federal Labor Regulations Authority (FLRA) Decisions. MPC-40 will seek approval from DON and DCPAS in accordance with reference (c), before filing an exception.

2. Arbitration. The local labor relations office will notify MPC-40 and the local command, in writing, when arbitration is invoked. The local Labor Relations Specialist will forward to MPC-40 the appropriate case file containing the information shown in enclosure (4). This reporting requirement is exempt from reports control according to reference (m), part IV, paragraph 7n.

a. Designation of Agency Representative. The agency representative will be designated and appointed in writing by MPC-40. MPC-40 may either provide primary representation, or may select a designee to serve as the Agency Representative. Commands involved in an arbitration hearing may appoint an individual to assist the agency representative in preparing for and conducting the hearing.

b. Arbitration Settlements. The parties are encouraged to explore settlement options, to include the use of mediation to achieve settlement. Settlement agreements shall not alter the terms of the collective bargaining agreement. All settlement agreements shall be coordinated with local counsel and, if the settlement will have an impact beyond the local activity/command, with MPC-40.

c. Arbitrator's Award. Upon receipt, the agency representative will send one copy of the arbitrator's award to MPC-40, the local labor relations office, the servicing regional Counsel's office, and the affected command. In addition, the

local Labor Relations Specialist will brief the affected commander on the award.

d. Payment of Arbitration Fees. Arbitration fees will be paid in accordance with provisions of the applicable collective bargaining agreement. The local command is responsible for the payment of fees, if any, that arise from arbitrations within the local command.

e. Agency Exceptions to Arbitration Awards. MPC-40 is the sole agent for all Marine Corps arbitration exceptions and responses to labor organization filed exceptions to arbitration awards.

(1) MPC-40 will coordinate with DON and DCPAS to the extent required in reference (c), or other applicable references, before filing an exception. Proposed exceptions must be thoroughly vetted for legal and factual sufficiency.

(2) The agency representative, in coordination with local counsel, must forward a copy of the arbitration award (including postmarked envelop in which award was received); the hearing transcript (if any); the grievance file; the arbitrator's name and address; the union representative's name and address; and a written summary of the legal and factual basis for the proposed exception to MPC-40 within five (5) calendar days of receipt of the arbitration award.

f. Labor Organization Exceptions to Arbitration Awards. Commands receiving a labor organization's petition for review of an arbitration award shall immediately notify MPC-40 and forward a copy of the petition, the award, the hearing transcript (if any), and the case file to MPC-40, the local Labor Relations Specialist, and local counsel no later than ten (10) calendar days before the date the agency response is due.

3. Representation Petitions. MPC-40 is the Marine Corps' primary representative on all matters filed with the FLRA and will process all petitions with the FLRA, to include elections, consolidations of units, and clarification of units. Local commands must forward all petitions to MPC-40 immediately, along with all documents relevant to the petition.

4. Agency and Union Initiated Judicial Review. The procedures set forth in reference (b) will be followed. All requests for judicial review will be forwarded to MPC-40 and M&RA Counsel.

Negotiation of Local Agreements

1. Collective Bargaining Agreements (CBA)

a. Chief negotiators will consult with the local commander(s) or designee and MPC-40 prior to the negotiation of any CBA to discuss the negotiation (e.g., bargaining concepts, goals, expectations, ground rules, process, challenging articles, proposed language, ratification issues).

b. Chief negotiators shall provide periodic status updates to MPC-40 and local commanders or their designee throughout the negotiation process, to include any potential impasse, negotiability and ratification issues.

c. Prior to executing any agreement or change to an existing agreement, the local labor relations office will ensure the agreement is consistent with commander's intent and obtain a legal sufficiency review from local counsel.

d. The local labor relations office will forward completed agreements to MPC-40 within three (3) days from the date signed by the parties. MPC-40 will initiate the agency head review process, and provide periodic updates to the servicing labor relations office. Upon notification by higher authority, MPC-40 will coordinate and assist the local command in the resolution of any agency head review issues.

e. The local labor relations office will forward an electronic copy of the signed and union ratified agreement, transmittal letter, and the Office of Personnel Management (OPM) Form 913(b) to MPC-40. The transmittal letter shall indicate the specific date the agreement was signed, the name and address of the labor organization's designated representative, and the name and phone number of the command point of contact.

2. Local Supplemental Agreements (LSA) and Memorandums of Understanding (MOU)

a. An LSA or MOU is a negotiated agreement between the parties at either the MPC-40 level or local command level and generally deal issues that arise in the context of mid-term bargaining. LSAs and MOUs negotiated at the MPC-40 level will apply Marine Corps wide, unless otherwise stated. LSAs and MOUs that are negotiated at the local level apply only to the local command.

b. The local parties must forward locally negotiated LSAs and MOUs to MPC-40 within three (3) days from the date signed by the local parties for a consistency review and applicable approvals. If issues arise, MPC-40 will notify the local labor relations office.

### 3. Negotiability Disputes

a. Declarations of Non-Negotiability. Chief negotiators must consult with MPC-40 before declaring a union proposal non-negotiable. Any written declaration of non-negotiability requires MPC-40's coordination in accordance with applicable regulations and policy.

b. Negotiability Petitions. When a labor organization files a petition to obtain an expedited review for a negotiability issue, the local labor relations office will immediately send the following to MPC-40:

(1) A copy of the union's proposal.

(2) A copy of the union's request for a declaration of non-negotiability and any related requests.

(3) A copy of the command's written declaration of non-negotiability with supporting facts and rationale.

(4) Statement of efforts made to develop alternative, negotiable language.

(5) Name and telephone number of the command point of contact regarding the matter.

### 4. Requesting Federal Mediation and Conciliation Service (FMCS)

a. The local parties will request FMCS assistance in resolving bargaining disputes in accordance with regulations issued by FMCS. MPC-40 will be notified of all such requests.

b. The parties attempting to resolve the dispute are responsible for all costs, if any, associated with FMCS assistance.

5. Federal Service Impasses Panel (FSIP). The local Labor Relations Specialist must notify MPC-40 prior to filing with FSIP, and must provide all relevant documents to MPC-40. MPC-40 will serve as the primary representative for the Marine Corps in

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all FSIP proceedings. The local Labor Relations Specialist will notify MPC-40 when a labor organization files with FSIP and will provide a copy of the labor organization's submission along with the local command's position.

Unfair Labor Practice (ULP) Charge Report

1. Information and Documents Required for Submission to MPC-40
  - a. Command
  - b. FLRA Docket Number
  - c. Command point(s) of contact
  - d. Telephone
  - e. Summary of facts surrounding the allegation(s). Address each allegation separately and completely.
  - f. Command position regarding validity of the charge(s). Address each charge separately, stating whether the charge is valid or not.
  - g. Command recommendation regarding the disposition of the charge. State whether the charge should be denied in whole or in part. If the charge has validity, provide a proposed remedy.
  - h. Available or anticipated evidence. If evidence is currently available, provide it with this report; if not currently available, provide it as soon as it becomes available. Provide evidence the charging party will likely provide.
  - i. List witnesses and expected testimony
    - (1) Charging party
    - (2) Command (Include names/titles/phone numbers of the individuals who will provide testimony in support of the facts provided, along with a brief description of expected testimony).
  - j. Other evidence (provide copies as appropriate)
    - (1) Charging party
    - (2) Command
  - k. Provide any other information that will be helpful in responding to the ULP. Include prior ULPs filed on the same or similar issues and grievances that raise the same issues.

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2. Submitting Instructions. The information and documents above are due to MPC-40 within 15 calendar days from the date the docketed ULP is received, unless a different date is established by MPC-40. A copy must be provided to local counsel.



Arbitration Information Report

1. Information and Documents Required for Submission to MPC-40

- a. Command
- b. Command point(s) of contact
- c. Telephone number
- d. Name of arbitrator (if selected)
- e. Date of arbitration hearing (if selected)
- f. Brief summary of the case
- g. What, specifically, the union is alleging was violated
- h. Documents required

(1) Arbitration notice

(2) Copy of step 1 and 2 grievances, along with grievance decisions

(3) Other applicable documents (e.g., if arbitration concerns a grievance over a letter of reprimand, provide a copy of the letter of reprimand)

2. Submitting Instructions. All of the above information and documents must be provided to MPC-40 within five (5) workdays from receipt of the notice of arbitration. A copy must be provided to local counsel.