

§ 1404.16

non-payment of fees by a party may lead to the denial of services or other actions by OA.

§ 1404.16 Reports and biographical sketches.

(a) Arbitrators listed on the Roster shall execute and return all documents, forms and reports required by OA and be responsible for updating their account and bio information online, including changes of address, telephone number, and availability. They must also furnish to OA the contact information for a person they know well whom OA may contact if unable to reach the arbitrator, and who has agreed to contact OA if the arbitrator has become incapacitated or deceased. Arbitrators must contact OA directly when they engage, or are accused of engaging, in any business or other connection or relationship involving labor or employment relations and/or which creates or gives the appearance of advocacy as defined in §1404.5(c)(1).

(b) OA reserves the right to decide and approve the format and content of biographical sketches.

Subpart D—Expedited Arbitration

§ 1404.17 Policy.

In an effort to reduce the time and expense of some grievance arbitrations, FMCS offers expedited procedures where the parties agree on a streamlined process with short deadlines. Parties may also agree on their own procedures if it is practicable for FMCS.

§ 1404.18 Procedures for requesting expedited panels.

(a) With the exception of the specific changes noted in this Subpart, all FMCS rules and regulations governing its arbitration services shall apply to Expedited Arbitration.

(b) Upon receipt of a joint Request for Arbitration Panel (Form R-43) indicating that both parties desire expedited services, OA will refer a panel of arbitrators which shall be valid for up to 30 days. Only one panel will be submitted per case. If the parties are unable to mutually agree upon an arbitrator or if prioritized selections are not received from both parties within 30 days, OA will make a direct appoint-

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ment of an arbitrator not on the original panel.

(c) If the parties mutually select an arbitrator, but the arbitrator is not available, the parties may select a second name from the same panel or OA will make a direct appointment of another arbitrator not listed on the original panel.

§ 1404.19 Arbitration process.

(a) Once notified of the expedited case appointment by OA, the arbitrator must contact the parties within seven (7) calendar days.

(b) The parties and the arbitrator must attempt to schedule a hearing within 30 days of the appointment date.

(c) Absent mutual agreement, all hearings will be concluded within one day. No transcripts of the proceedings will be made and the filing of post-hearing briefs will not be allowed.

(d) All awards must be completed within seven (7) working days from the hearing. These awards are expected to be brief and concise, and to not require extensive written opinion or research time.

PART 1405—PART-TIME EMPLOYMENT

Subpart A—General

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AUTHORITY: Pub. L. 95-437, Federal Employees Part-time Career Employment Act of 1978.

SOURCE: 47 FR 15779, Apr. 13, 1982, unless otherwise noted.

Subpart A—General

§ 1405.1 Purpose.

These regulations implement Public Law 95-437, the Federal Employees

Federal Mediation and Conciliation Service

§ 1405.10

Part-time Career Employment Act of 1978, by establishing a continuing program in the Federal Mediation and Conciliation Service (FMCS) to provide career part-time employment opportunities.

§ 1405.2 Policy.

It is the policy of FMCS to provide career part-time employment opportunities in positions through GS-16 (or equivalent) subject to agency resources and mission requirements.

§ 1405.3 Definition.

Part-time career employment means regularly scheduled work of from 16 to 32 hours per week performed by employees in competitive or excepted appointments in tenure groups I or II.

§ 1405.4 Applicability.

The regulations cover permanent positions which are deemed by management to be appropriately structured on a part-time basis. The regulations do not apply to positions at GS-16 (or equivalent) and above.

Subpart B—Part-time Employment Program

§ 1405.6 Program coordination.

The Director of Personnel is designated the FMCS Part-time Employment Coordinator with responsibility for:

(a) Consulting in the part-time employment program with the Director of Equal Employment Opportunity, Federal Women's Program Coordinator, Handicapped Program Coordinator, representatives of employee unions, and other interested parties;

(b) Responding to requests for advice and assistance on part-time employment within the agency;

(c) Maintaining liaison with groups interested in promoting part-time employment opportunities;

(d) Monitoring the agency's part-time employment efforts; and preparing reports on part-time employment for transmittal to OPM and the Congress.

§ 1405.7 Goals and timetables.

On an annual basis, as part of the manpower and budget process, management will set goals for establishing part-time positions to part-time along with a timetable setting forth interim and final deadlines for achieving the goals. Decisions on part-time employment will be based on such factors as agency mission, occupational mix, workload fluctuations, affirmative actions, geographic dispersion, effect on providing services to the public, and employee interest in part-time employment.

§ 1405.8 Reporting.

FMCS will report as required by regulations to the Office of Personnel Management on the part-time employment program. The program will be reviewed through internal personnel management evaluations.

§ 1405.9 Part-time employment practices.

FMCS will review positions which become vacant for the feasibility of utilizing part-time career appointments. Part-time positions will be advertised in vacancy announcements. Agency employees may request and receive consideration to switch from full-time to part-time schedules. The request should be addressed through the supervisor to the Director of Personnel listing any and all reasons for the request. The Director of Personnel, with input from all affected management officials, will decide whether or not to grant the request. Any employee requesting a change from full-time to part-time employment will be advised of effects on pay and fringe benefits by the Director of Personnel.

§ 1405.10 Effect on employment ceilings.

Effective October 1, 1980, part-time employees will be counted on the basis of the fractional part of the 40-hour week actually worked. For example two employees each working twenty hours a week will count as one employee.

§ 1405.11 Effect on employee benefits.

Career part-time employees are entitled to coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Programs. The Government contribution for health insurance of eligible part-time employees will be prorated on the basis of the fraction of a full-time schedule worked.

PART 1406—FMCS TERMS OF SERVICE

Sec.

1406.1 General terms of service.

1406.2 Terms of service for mediation, facilitation, and other alternative dispute resolution services.

1406.3 Virtual services—additional terms of service.

1406.4 Grievance mediation and Federal sector inter-agency agreement mediation—additional terms of service.

1406.5 Training and outreach presentations.

AUTHORITY: 29 U.S.C. 172; 29 U.S.C. 173 *et seq.*; and 5 U.S.C. 574.

SOURCE: 88 FR 76659, Nov. 7, 2023, unless otherwise noted.

§ 1406.1 General terms of service.

When Federal Mediation and Conciliation Service (FMCS) services are used, the recipients of the services have agreed to abide by FMCS’s general terms of service as well as any other terms of service provided by FMCS.

(a) The recipients of a service shall hold FMCS and any FMCS neutrals harmless of any claim arising from the delivery of that FMCS service.

(b) FMCS will determine the date, time, place, and manner (virtual, in-person, or hybrid) of services provided in accordance with any applicable statutes, regulations, and agreements.

(c) FMCS may convene the parties for a threatened or actual work stoppage whenever in its judgment such dispute threatens to cause a substantial interruption of commerce.

(d) Any person shadowing an FMCS neutral agrees to be bound by the same confidentiality standards as the FMCS neutral and such confidentiality standards will be honored by the parties.

(e) FMCS recognizes the importance of mediator confidentiality to further

its mission. Therefore, FMCS will not produce any materials related to a mediation other than the date, parties, location, and mediator, unless required by law. FMCS will not produce materials related to a mediation, materials exchanged in a mediation or facilitation, information related to non-plenary sessions of a facilitation, mediator or facilitator notes, and any internal communications with the mediator or facilitator, unless required by law.

(f) Nothing in this section shall be construed so as to negate or modify the FMCS’s Confidential Commercial Information (CCI) regulation (29 CFR 1401.26).

(g) FMCS will make a copy of these terms available to all parties upon request.

§ 1406.2 Terms of service for mediation, facilitation, and other alternative dispute resolution services.

The following Terms of Service additionally apply when the FMCS service is a mediation, facilitation, training, and other alternative dispute resolution service.

(a) These services are voluntary processes that may be terminated at any time unless otherwise provided by statute or by agreement.

(b) The neutral has no authority to compel resolution.

(c) These services are confidential to the extent allowed by law. The obligations imposed by these terms and conditions are in addition to and do not supersede any obligations imposed by applicable state or Federal laws regarding mediation confidentiality.

(d) The parties agree that they will not record, transcribe, save, or otherwise capture any audio, video, files, documents, chat texts, or any other data that they would not have access to but for the service being provided, unless agreed to by all parties and with prior written approval of FMCS, or as otherwise required by law. They further agree to notify the neutral immediately if recordings, saves or other captures of data occur, to ensure that no further distribution or transfer occurs, and to immediately and permanently delete them.

(e) Non-parties may attend only with the agreement of the parties and the