

United States of America
BEFORE THE FEDERAL SERVICE IMPASSES PANEL

NATIONAL AERONAUTICS AND)	
SPACE ADMINISTRATION)	
HEADQUARTERS)	
WASHINGTON, D.C.)	
and)	Case No. 92 FSIP 163
NASA HEADQUARTERS PROFESSIONAL)	
ASSOCIATION)	
)	

DECISION AND ORDER

The National Aeronautics and Space Administration, Washington, D.C. (Employer) and NASA Headquarters Professional Association (Union) filed a joint request for assistance with the Federal Service Impasses Panel to consider a negotiation impasse under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7119.

After investigation of the request for assistance, the Panel directed the parties to meet informally with Panel Member Charles A. Kothe for the purpose of resolving their dispute over the relocation of employees stationed at a number of buildings throughout downtown Washington, D.C., and northern Virginia to a newly-constructed facility located at 300 E Street, SW., Washington, D.C. The parties were advised that if no settlement were reached, Mr. Kothe would report to the Panel on the status of the dispute, including the parties' final offers, and his recommendations for resolving the impasse. After considering this information, the Panel would take whatever action it deemed appropriate to resolve the impasse, including the issuance of a binding decision.

Mr. Kothe met with the parties on August 18, 1992, at the Employer's new facility. At that proceeding, the parties were able to settle the smoking policy issue, one of three at impasse. He has reported to the Panel based on the record developed by the parties, and it has considered the entire record in the case.

BACKGROUND

The Employer administers the civilian space program as well as conducts space and aeronautical research. The Union represents approximately 343, predominantly GS-15, employees who work as scientists and engineers. The parties are covered by a master

collective-bargaining agreement which has been automatically renewed on an annual basis since its original 3-year term expired in February 1987.

The dispute arose during impact-and-implementation bargaining over the relocation of approximately 250 unit employees to a new headquarters building. Currently, most of these employees have spacious enclosed offices. The Employer is proceeding with interior construction of the facility in accordance with its proposals.

ISSUES

Two issues remain unresolved: (1) the configuration of office areas and the size of individual offices, and (2) the number and size of conference rooms.

POSITIONS OF THE PARTIES

I. Office Areas

A. The Union's Position

The Union proposes that the Employer provide fully-enclosed offices (floor to ceiling walls and doors) of 75, 100, and 150 square feet to GS-7 through -11, GS-12 and -13, and GS-14 and -15 employees, respectively. In addition, these offices are to be constructed in the inner core of the floor space so as to permit other employees to have access to windows. The Employer's failure to provide the Union, in a timely manner or at all, with information concerning office construction shows that it did not bargain in good faith. Also, while the Employer presented the proposed building plan to the General Services Administration (GSA) in 1987, and formed the "building consolidation team" in 1988, it did not contact the Union on the matter until May 7, 1991. The Union first became aware of floor plans on March 26, 1992, when it simply was told by the Employer that they had been approved by the Associate Administrators whose departments were being relocated. Copies of the floor plans were not provided to the Union until August 1992. A construction schedule was never provided. Clearly then, the Employer's actions are intended to capitalize on the Federal Labor Relations Authority's and the Panel's "predilection[] ... for supporting any completed project as is and accepting management's statement without question," thereby "eliminating meaningful Union input."

Its research on office designs, which includes an assessment of the literature as well as discussions with experts, reveals that the Employer should have conducted an in-depth study of, among other things, management's goals, and employees' functions and preferences before deciding on an office design. No such study,

however, was conducted. Also, the Employer has admitted that it did not provide GSA with studies or materials justifying its stated office space needs as mandated by regulation. It now should provide such justification "based on a rationale of the employees' functional needs." In fact, the Employer ignored employees' functions and preferences in selecting an open-landscape design and the size of individual offices. Specifically, it failed to consider employees' need for (a) privacy to perform their work and (b) space to accommodate their individual creative styles. With respect to the latter, because employees will not have the office space to work with other than computers, they will be required to use them. This is likely to inhibit the creativity of some employees who are not comfortable working with computers and necessitate the computer training for others at a significant cost to the Employer.

According to the Union, the Employer has acknowledged that its space allocation for individual offices was made arbitrarily. Thus, there should be no impediment to revising such allocation to meet that proposed by the Union which is consistent with the provisions in 41 C.F.R. § 101-17 (1991). The additional 13,150 square feet of floor space which it proposes be provided to GS-14 and -15 employees could be obtained by (1) reducing the space provided to support personnel to 56 square feet which is consistent with GSA regulation; (2) maintaining the same amount of conferencing space as in the current facilities, rather than increasing it by 12,053 under the Employer's plan; and (3) reconfiguring "rotated square" conferencing rooms to recoup approximately 4,800 square feet of unusable space.

Contrary to the Employer's assertion, a Union inspection of the unfinished sixth floor showed that "the building can have any configuration of fire hose valves and ducting due to the false floor, false ceiling, and mechanical systems being used." The Union notes that since a large number of employees will be working (a) on the sixth and seventh floors where construction has not begun and (b) on the eighth and ninth floors where only the wall boards have been erected, there are no constraints upon reconfiguring the office space. "A reasonable plan can be developed to minimize interruption and correct the deficiencies in office space within 1 year."

B. The Employer's Position

The Employer proposes and has begun the construction of open-landscape office areas consisting of 75- and 100-square-foot workstations, with 5-foot, 6-inch high partitions, for GS-7 through -14 and GS-15 employees, respectively. Its proposal is "based on available space as authorized by Congress and the General Services Administration (GSA)." In deciding on an open-landscape office design, it "considered the effective use of taxpayer dollars, the city's building and fire codes, [] the size of the workforce[, and]

... [t]he effect of the design on its employees and on the method of performing work[.]” Moreover, this proposed design is consistent with that ordered by the Panel in National Aeronautics and Space Administration, George C. Marshall Space Flight Center, Marshall Space Flight Center, Alabama and Marshall Engineers and Scientists Association, Local 27, International Federation of Professional and Technical Engineers, AFL-CIO, Case No. 91 FSIP 132 (August 2, 1991), Panel Release No. 315, where the Panel "affirmed the right of the Marshall Space Flight Center (agency) to determine what is in its own best interests with respect to discretion on use of open landscape design in new and existing office space."

To fully enclose and enlarge employee workstations as proposed by the Union would require extensive reconstruction of the facility, including the redesign of and modification to the heating, ventilation, and air conditioning (HVAC), sprinkler, and electrical systems, at great expense to the Employer in terms of money (\$3.2 million), time, and disruption to agency operations. Such reconstruction would result in the Employer losing the waiver of the 20-foot dead-end corridor fire code requirement obtained from the District of Columbia. In this regard, because of its proposed use of 5-foot, 6-inch high partitions and open-landscape office areas, which would "allow visual identification of fire/smoke hazards and permit occupant judgment on egress routes to the stairways[,]" the District of Columbia approved 50-foot dead-end corridors. Construction of 20-foot dead-end corridors would result in the additional loss of floor space for workstations. Specifically, approximately 8,300 square feet of floor space or 83 100-square-foot workstations would be lost if the Union's proposal is adopted. Therefore, it would have to relocate 83 employees at an additional cost. This requires approval from GSA which would likely allocate only 135 square feet per person rather than the more generous 160 it allocated at the new facility.

CONCLUSIONS

After evaluating the evidence and arguments presented, we shall adopt the Employer's proposal to resolve the parties' dispute over this issue. We are persuaded that in opting for an open-landscape office design over the traditional office design proposed by the Union, the Employer considered the potential costs and benefits of both, including the impact on employee morale and job functions, and agency operations. As we indicated in Marshall Space Flight Center, which concerned employees similarly situated to those involved in this case, under such circumstances, we are unwilling to withhold from the Employer the right to determine what is in its own best interest. Moreover, in this case, we are convinced that the open-landscape design (1) provides for a more efficient use of available space and (2) is more cost effective, which is fiscally prudent. Finally, we note that the parties may revisit the matter during midterm or master contract negotiations should the open-landscape design and the size of the workstations

interfere with employees' performance of their duties or otherwise prove unsatisfactory.

II. Conference Rooms

A. The Union's Position

The Union proposes that the Employer provide additional conference rooms to "compensate for the restricted space provided to supervisors" or, in other words, to make up for the loss of informal conferencing space (e.g., supervisors' spacious offices) in the relocation. In addition, it proposes a 15 percent increase in conference room space over that available at the current facilities. More conference rooms will be needed to accommodate employees' need for privacy in performing their duties and to replace lost office conferencing space particularly if they are not provided with enclosed and larger offices.

B. The Employer's Position

Under the Employer's proposal, employees would have the use of 111 formal conference rooms, up from a total of 39 at the current buildings, and 30 percent more conferencing space.^{*/} Employees also would have the use of informal open areas for conferencing. Moreover, 90 days after full occupancy of the new facility, the Employer is willing to enter into discussions with the Union over "the effect" of the conferencing space it has allocated. The construction of an unspecified number of additional and larger conference rooms, as proposed by the Union, would necessitate the expenditure of funds for redesigning and modifying the facility. Furthermore, it would result in "the loss of workspace and consequent displacement of [] employees" which would adversely effect the agency's operations.

CONCLUSIONS

Upon consideration of the arguments and evidence presented, we are persuaded that the parties should adopt the Employer's proposal, modified to provide for the designation of a 165-square-foot conference room adjacent to the Union's office for its exclusive use. The Union's concern that the number of conference rooms built by the Employer, which is almost three times the number previously available to employees, will not accommodate employees' need for additional space and privacy to perform certain job-related duties is speculative. Should problems arise once all employees have been relocated, under the Employer's proposal, the

^{*/} These figures include the space that will be available at another new facility referred to by the Employer as "One Independence Square."

parties can meet to address them. Finally, since employees serving as Union representatives will no longer have enclosed offices in which they can meet privately with other employees and each other, an exclusive Union conference room would tend to ensure that there always is a room available where they can do so without interfering with agency-related business. For this purpose, we believe 165 square feet is an adequate amount of space.

ORDER

Pursuant to the authority vested in it by the Federal Service Labor-Management Relations Statute, 5 U.S.C. § 7119, and because of the failure of the parties to resolve their dispute during the course of the proceedings instituted under the Panel's regulations, 5 C.F.R. § 2471.6(a)(2), the Federal Service Impasses Panel under § 2471.11(a) of its regulations hereby orders the following:

I. Office Areas

The parties shall adopt the Employer's proposal.

II. Conference Rooms

The parties shall adopt the Employer's proposal modified to require the Employer to designate, for the exclusive use of the Union, a 165-square-foot conference room adjacent to the Union office.

By direction of the Panel.



Linda A. Lafferty
Executive Director

October 6, 1992
Washington, D.C.