

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

DEPARTMENT OF THE AIR FORCE
SPACE AND C3 DIRECTORATE
McCLELLAN AIR FORCE BASE
McCLELLAN AIR FORCE BASE,
CALIFORNIA

and

LOCAL 1857, AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, AFL-CIO

Case No. 91 FSIP 282

DECISION AND ORDER

Local 1857, American Federation of Government Employees, AFL-CIO (Union), filed a request for assistance with the Federal Service Impasses Panel (Panel) to consider a negotiation impasse under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7119, between it and the Department of the Air Force, Space and C3 Directorate, McClellan Air Force Base, McClellan Air Force Base, California (Employer).

After investigation of the request for assistance concerning break area and appliance locations, the Panel determined that the impasse should be resolved on the basis of abbreviated written submissions from the parties, with the Panel to take whatever action it deemed appropriate to resolve the issue. Each party submitted a written statement pursuant to this procedure and the Panel has now considered the entire record.

BACKGROUND

The Employer maintains and repairs communications equipment and radar. The Union represents 10,800 employees who work in such jobs as welder, sander, and bead blaster in a medium-duty industrial setting. The dispute affects approximately 282 employees working in a 10-acre bay in Building 655 where they assemble 10-by-20-foot mobile communications, photographic, and other vans. The master collective bargaining agreement, covering a nationwide consolidated bargaining unit of between 70,000 and 80,000 employees expires on October 23, 1992; a local supplemental agreement expires in June 1993.

The dispute arose during impact-and-implementation bargaining over the Employer's decision to close the eastside break area in connection with its plans to enlarge and enclose an existing breakroom on the westside.

ISSUE

The parties disagree over whether to retain the eastside break area and maintain that location for employee-owned coffee urns and microwave ovens.

POSITIONS OF THE PARTIES

1. The Union's Position

The Union's proposal is:

1. Management will retain the break area on the eastside. This break area will be built and furnished to the same standards as the other break areas in Building 655.
2. All coffee pots and microwaves utilized in this eastside break area will continue to be maintained by the employees.
3. Management will continue to provide the electricity necessary to operate the appliances.

At least 100 employees prefer to continue to use the eastside break area because it is closer to their work sites, thereby saving time and reducing disruptions which would be caused by crossing the 10-acre bay to get coffee on the westside. Currently, an employee-operated coffee pool serves approximately 320 cups of coffee daily from urns in the eastside break area. The Employer reneged on an agreement reached during negotiations to maintain coffee pots and microwave ovens in the eastside location even if the area were to be closed for eating. In addition, the Panel should discount the Employer's position that the eastside area is needed for storage and supervisory offices now located on central production-floor space. Originally, some offices for supervisors were built over floor plates because such spaces were deemed too weak to support production activities. Furthermore, existing storage space is adequate.

2. The Employer's Position

The Employer would close the eastside break area and relocate all coffee urns and microwave ovens to the westside breakroom. The enlarged and enclosed westside breakroom would better protect

employees' health by keeping food and coffee free from dust and lead found in the building. Since it takes only 30 seconds to walk to the westside breakroom, employees would not be excessively inconvenienced. Furthermore, by closing the eastside break area and moving supervisors' offices to that location, it would gain additional production floor space. Such space would improve its ability to handle a greater variety of construction projects. Finally, it explains that the Union may have misunderstood what it meant when it agreed to maintain the status quo on coffee pots and microwaves, to wit: employees would continue to operate and fund the coffee pool and have access to microwave ovens, but they would be relocated to the enclosed westside breakroom.

CONCLUSIONS

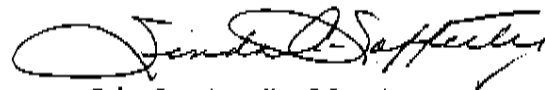
After considering the evidence and arguments on this issue, we conclude that the dispute should be resolved on the basis of the Employer's proposal. While retaining the eastside location as an additional break area and for coffee urns and microwave ovens might be more convenient for employees who work on that side of the building, the 30-second walk to the westside, in our view, is a minor inconvenience. In this industrial setting, when balanced against improvements in cleanliness and reduction in noise levels offered by the enclosed westside breakroom, the availability of such improved conditions outweighs any concerns over a somewhat longer walk. Furthermore, neither party has alleged that the elimination of the eastside break area would cause overcrowding. Since we are persuaded that employees' needs would continue to be adequately served, we shall order adoption of the Employer's proposal.

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 pursuant to 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:

The parties shall adopt the Employer's proposal.

By direction of the Panel.



Linda A. Lafferty
Executive Director

March 20, 1992
Washington, D.C.