

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of)

DEPARTMENT OF THE AIR FORCE)
KIRTLAND AIR FORCE BASE)
NEW MEXICO)

and)

LOCAL 2263, AMERICAN FEDERATION)
OF GOVERNMENT EMPLOYEES, AFL-CIO)

Case No. 90 FSIP 27

DECISION AND ORDER

Local 2263, 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 section 7119 of the Federal Service Labor-Management Relations Statute (Statute) between it and the Department of the Air Force, Kirtland Air Force Base, New Mexico (Employer).

After investigation of the request for assistance, the Panel directed that Staff Associate Ellen J. Kolansky conduct a telephone conference call with the parties for the purpose of assisting them in resolving any outstanding issues. If no settlement were reached, she was to notify the Panel of the status of the dispute, including the parties' final offers and her recommendations for resolving the issues. Following consideration of this information, the Panel would take whatever action it deemed appropriate to resolve the impasse.

Mrs. Kolansky spoke with the parties on March 29, 1990, but the issues at impasse were not resolved. Following a request by the Employer, further statements from both parties were permitted. Mrs. Kolansky reported to the Panel, and it has now considered the entire record.

BACKGROUND

The Employer's operations include air defense under the Military Airlift Command, an Air Force weapons lab, space research, the headquarters of contract management for the Air Force, and helicopter training. The Union represents about 2,000 employees who work as mechanics, electricians, commissary

and warehouse workers, accountants, firemen, and nurses, in grades GS-2 to -11 and WG-5 to -11. The parties' relationship is governed by the new contract which will expire on November 30, 1991.

In the Fall of 1988, the parties met to negotiate a successor agreement, signed off on all articles, thereafter, it was reviewed by the agency head and approved. On December 16, 1988, prior to publication, however, the Employer provided the Union with a list of 19 changes it intended to make. The contract was printed in Spring 1989 with the Employer's changes. Further negotiations arose as the result of the settlement of a Union-filed unfair labor practice charge (ULP) over the changes which are the subject of this decision. Before the request for assistance was filed with the Panel, the parties resolved disputes over all but five of the changes.

ISSUE AT IMPASSE

The issue concerns whether to rescind or retain five of the changes that the Employer made to certain articles of the approved version of the parties' negotiated agreement. The changes are: (1) "shall" to "will" throughout the document; (2) "council" to "committee," referring to the Health and Safety Committee; (3) "firefighter" added to the title of the Hazardous Duty article; (4) a second "new" added to part of an article concerning the Union's access to Air Force regulations; (5) an "or" was deleted from that part of an article regarding grievances over matters contained in an employee's official personnel folder.

1. The Employer's Position

The Employer proposes that changes it made in the agreement be retained as printed. It argues that they are merely editorial to add clarity. Furthermore, it asserts that: (1) in modern usage, "will" is preferred over "shall"; (2) no approved Union representative would be denied a seat on the Health and Safety Committee because of any change in its name; (3) it would not fail to comply with contractual obligations to employees injured by hazardous materials on the base; (4) the Union would have access to all regulations, and receive copies of new or revised ones; and (5) it would not limit an employee's ability to grieve the contents of the official personnel folder.

2. The Union's Position

Under the Union's proposal, the contract would remain as it was following agreement at the table, with all changes rescinded. It would be republished in this form. In its view, fairness requires that the parties be governed by those terms developed and agreed to by the parties at the bargaining table unless they mutually agree to do otherwise.

CONCLUSIONS

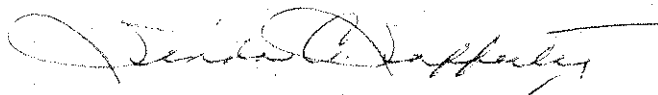
Having considered the evidence and arguments in this case, we conclude that adoption of the Union's proposal, that the changes be rescinded and the agreement as originally approved be republished, is warranted in order to protect the integrity of the collective bargaining process. We are persuaded that the Employer's publication of an altered version following bilateral agreement at the table, and agency head review, was inappropriate. Although it notified the Union of the planned changes, such notice was insufficient justification for going forward unilaterally whether or not the notice generated a timely response. In our view, the republication should be performed promptly to give all concerned access to an accurate version as negotiated on their behalf by their representatives. The parties should be governed by the wording developed at the table, but remain free to vary such terms, including those originally listed in the Employer's December 16, 1988, letter by mutual agreement.

ORDER

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

The parties shall adopt the Union's proposal.

By direction of the Panel.



Linda A. Lafferty
Executive Director

July 3, 1990
Washington, D.C.