

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
SOUTHWEST REGIONAL OFFICE
FORT WORTH, TEXAS

and

NATIONAL AIR TRAFFIC CONTROLLERS
ASSOCIATION, AFL-CIO

Case No. 08 FSIP 43

DECISION AND ORDER

The National Air Traffic Controllers Association, 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 Transportation, Federal Aviation Administration, Southwest Regional Office, Fort Worth, Texas (Employer).

Following an investigation of the request for assistance, arising from bargaining over the relocation of employees from the 4th to the 5th floor in the same building, the Panel determined that the dispute should be resolved through an informal conference with Panel Member Barbara Bruin. The parties were advised that if no settlement were reached during the informal conference, Member Bruin would notify the Panel of the status of the dispute. The notification would include, among other things, the final offers of the parties and her recommendations to the Panel for resolving the issues. After considering this information, the Panel would take whatever action it deemed appropriate, which could include the issuance of a binding decision. Pursuant to the Panel's procedural determination, the parties met with Member Bruin on July 11, 2008, at the Employer's facility in Fort Worth, Texas; during the meeting, Member Bruin and representatives of the parties toured both the previous and current office space. At the close of the meeting, the issues remained unresolved. Thereafter, the

parties submitted their final offers and summary statements of position to the Panel which now has considered the entire record.

BACKGROUND

The Employer is responsible for engineering design and certification of aircraft manufactured in a five-state area of the Southwest; it also develops policy and regulations for rotorcraft. The Union represents a nationwide bargaining unit consisting of approximately 600 employees in four directorates who are stationed in 11 offices. The parties are covered by a collective-bargaining agreement (CBA) which is in effect until September 5, 2009.

The dispute affects approximately 60 bargaining-unit employees who work for the Employer's Rotorcraft Certification Office, part of the Rotorcraft Directorate in the Southwest Regional Office. Typical bargaining-unit positions are engineer (structural, electrical or mechanical), flight test pilot, project manager and administrative assistant. The Employer implemented the relocation of employees to the 5th floor on February 15, 2008. It assigned all 11 managers and supervisors to offices with windows, thereby displacing 6 bargaining-unit employees who previously had window offices on the 4th floor.^{1/} When employees were located on the 4th floor, they had two separate break rooms, each with a refrigerator and two microwave ovens. The new 5th floor space has only one break room for FAA employees, albeit a larger one than either of those in the previous space. The new 5th floor break room is equipped with one refrigerator and two microwave ovens.

ISSUES AT IMPASSE

The parties disagree over: (1) whether all 22 bargaining-unit employees who had window cubicles on the 4th floor should have window cubicles in their new space on the 5th floor; and (2) the amenities for the break room on the 5th floor.

^{1/} Prior to the move, 22 bargaining-unit employees occupied window office space. After the move, 16 bargaining-unit employees retained window offices, and the other 6 were moved into windowless cubicles.

POSITIONS OF THE PARTIES

1. The Employer's Position

The Employer proposes to maintain the *status quo*, i.e., all managers and supervisors would continue to occupy the window offices they received when the Employer relocated employees to the 5th floor on February 15, 2008. As to the break room, the Employer proposes to add a second refrigerator when the current refrigerator has reached its capacity to store items. In addition, new, lightweight ergonomic side chairs (replacing the current bulky, steel-framed side chairs) and closeout panels would be installed in employee cubicles. The Employer contends that the current occupancy arrangement has improved the efficiency of its operations. In this regard, it has facilitated private communications between management officials and allowed them to have their administrative assistants close by, thereby promoting effective work flow. With respect to break room amenities, the refrigerator currently is not being used to full capacity, so adding a second one at this time is unnecessary; however, management would purchase a second refrigerator when the need arises. New side chairs for employee cubicles would take up less space than the current side chairs and would be easier to move. Finally, installing closeout panels in employee cubicles would afford employees greater privacy and reduce office noise levels.

2. The Union's Position

Under the Union's proposal, the parties would return to the *status quo ante* regarding window office space for bargaining-unit employees, i.e., six more window offices would be occupied by unit employees. To accomplish this, four cubicles would be constructed out of two window offices currently occupied by management officials, and two other management officials would have their window offices converted to cubicles. The four affected management officials would be relocated to interior offices and six bargaining-unit employees would move into the newly-constructed and vacated window offices. In addition, a second refrigerator would be placed in the break room. According to the Union, its proposal for offices would maintain "all stated FAA functional and mission-related goals" because it permits managers to remain in proximity to one another for ease of communication and enhancement of work flow. Moreover, the plan would allow administrative personnel to continue to be co-located with their managers. Overall, its proposal would result in better use of the 30-percent increase in available window

space on the 5th floor. The replacement of four enclosed window offices with six cubicles also would increase natural light and maximize air flow for the entire office.

CONCLUSIONS

After carefully considering the arguments and evidence presented by the parties in support of their proposals, we shall order the adoption of the Employer's final offer to resolve the impasse. On balance, the benefits of the Union's proposal are outweighed by the cost and disruption of deconstructing and rebuilding currently occupied space. As to the amenities for the break room, one refrigerator appears to be sufficient to meet the needs of employees at this time; in the event that a second refrigerator becomes necessary, however, the Employer's proposal allows for its installation.

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 parties' failure to resolve their dispute during the course of 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 parties to adopt the Employer's final offer.

By direction of the Panel.

H. Joseph Schimansky
Executive Director

August 19, 2008
Washington, D.C.