

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

DEPARTMENT OF THE NAVY
SUPERVISOR OF SHIPBUILDING
GULF COAST
PASCAGOULA, MISSISSIPPI

and

LOCAL R5-125, NATIONAL ASSOCIATION
OF GOVERNMENT EMPLOYEES, SEIU

Case No. 05 FSIP 92

DECISION AND ORDER

Local R5-125, National Association of Government Employees, SEIU (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 Navy, supervisor of Shipbuilding, Gulf Coast, Pascagoula, Mississippi (Employer).

After investigation of the request for assistance, the Panel determined that the dispute, which involves the relocation of employees working in the Quality Assurance Department (Code 300) should be resolved through an informal conference with Panel Member Mark A. Carter. The parties were informed that if a settlement was not reached, Member Carter would notify the Panel of the status of the dispute, including the parties' final offers and his recommendations for resolving the impasse. After considering this information, the Panel would resolve the matter by taking whatever action it deems appropriate, which could include the issuance of a binding decision.

Pursuant to the Panel's procedural determination, Member Carter convened a meeting with the parties on August 11, 2005, at the Employer's facility in Pascagoula, Mississippi. During the course of the meeting, which included a tour of current and future office space, the parties were able to resolve all but four provisions. At the close of the meeting, the parties were

instructed to submit their final offers to the Panel, which they did on a timely basis. Shortly thereafter, Hurricane Katrina caused significant damage to the Northrop Grumman facility where employees are stationed. On November 1, 2005, Member Carter convened a teleconference with the parties to assess the effect of the destruction caused by the hurricane on employee working conditions and the issues that remained in dispute. During that call, the parties reported that because of the damage to the waterside trailers where employees had been stationed, the space was no longer habitable and, therefore, the Employer accelerated the move to the third floor of the warehouse building. The parties now have submitted their final offers on the issues and Member Carter has reported to the Panel which has considered the entire record.

BACKGROUND

The Employer's mission is to administer contracts for the construction of new ships. The Quality Assurance Department provides oversight inspection for shipbuilding performed by Northrop Grumman. Employees are charged with inspecting ships for quality and ensuring that the contractor complies with Department of Defense requirements. There are approximately 160 professional and non-professional employees in the bargaining unit represented by the Union. Typical bargaining-unit positions are engineer, quality assurance specialist and contract specialist. The parties are covered by a collective-bargaining agreement (CBA) that is in effect until January 24, 2006.

The dispute arose during negotiations over the Employer's plan to move approximately 25-30 quality assurance specialists, who worked out of trailers located on the waterfront near ships, to office space in a warehouse approximately 300 yards away. Eventually, after additional staff is hired, the Employer intends to have a total of 47 quality assurance specialists stationed in the Code 300 warehouse office. The warehouse building is owned and controlled by Northrop Grumman, a factor which the Employer contends impedes its ability to agree to some of the Union's proposals.

ISSUES

The parties disagree over the following: (1) whether the Preamble for their Memorandum of Agreement (MOA) should describe the Employer's plan as a "reorganization" or a "relocation"; (2) the size of employee offices; (3) whether smoke detectors should

be installed; and (4) the extent to which trailers near the waterfront should be maintained as field offices.

POSITIONS OF THE PARTIES

1. Preamble

a. The Union's Position

The Union proposes that the Preamble to the MOU refer to the Employer's plan as a "reorganization" of Code 300, the Quality Assurance Department. In the Union's view, the relocation of employees to new workspace is a precursor to the Employer's ultimate intention of reorganizing the activity.

b. The Employer's Position

The Employer proposes that the Preamble refer to a "relocation" of Code 300 because this more accurately describes the subject of its negotiations with the Union.

CONCLUSIONS

Having carefully considered the parties' positions on this issue, we find that there is nothing in the record to support the conclusion that the dispute involves anything more than a relocation of employees to new office areas. Accordingly, we shall resolve this issue on the basis of the Employer's position.

2. The Size of Employee Offices

a. The Union's Position

The Union proposes that each bargaining-unit employee receive a minimum of 150 square feet of personal office space, not to include passageways, storage space, closets, etc. It contends that the Employer has not been forthcoming about either the total square footage of space on the third floor of the warehouse or the number of employees it intends to house in that space. Although there currently are about 28 bargaining-unit employees who are working out of the third floor office area, the Employer has been unable to verify the number of contractor employees who also may be assigned to work there. Thus, the only way to ensure against overcrowding on the third floor is for the Employer to be required to allocate specific square footage for each bargaining unit employee. Until the Employer

provides more accurate assessments, the Union's proposal is the more reasonable approach.

b. The Employer's Position

The Employer proposes a maximum of 89 square feet of office space for each bargaining-unit employee "including passageways, storage space, closets, etc." It asserts that there are now 50 bargaining-unit employees who work in the third floor warehouse office, which consists of a total of 4,738 square feet of space.^{1/} Its offer of 89 square feet represents a significant increase in the size of the work area that employees previously had when stationed in the trailers.

CONCLUSIONS

After thoroughly examining the evidence and arguments presented by the parties in support of their positions, we are persuaded that an alternative approach should be adopted to resolve the impasse over this issue. In our view, the Union has identified legitimate concerns regarding overcrowding on the third floor, particularly in circumstances where the Employer is a tenant organization in a facility that is owned and controlled by a private entity. A reasonable way to prevent the work area on the third floor from becoming cramped is to limit the total number of bargaining-unit employees to be assigned to that space. The record reflects that the parties have differing views on the current number of bargaining-unit employees and contractors assigned to the third floor; whatever that number may be, it is subject to increase, which could lead to less than desirable working conditions. Therefore, to help stabilize the work environment on the third floor, we shall order the Employer to limit the number of bargaining-unit employees assigned to the area to no more than 40. Given the size of the area, this should provide employees with sufficient workspace.^{2/}

1/ Although there currently are only a small number of contractor employees on the third floor, the Employer acknowledges that it cannot prevent Northrop Grumman from assigning more personnel to the third floor facility.

2/ It is noteworthy that during the informal conference this alternative approach was acceptable to the parties. While the model was mutually acceptable, however, the parties could not agree upon the number of bargaining-unit employees to be assigned to the third floor.

3. Smoke Detectors

a. The Union's Position

The Union proposes that a smoke detection system be installed and maintained in Code 300 spaces. The Union contends that the warehouse has a false ceiling where fires could start. While the third floor has a sprinkler system, it is over 30 years old and there is no proof that it has been tested recently. Therefore, employees have no assurance that they would be able to quickly vacate their third-floor offices in the event of a fire.

b. The Employer's Position

The Employer proposes that "(t)he current configuration with respect to fire alarms shall remain." In this regard, the building meets the standard established under the Life Safety Code, a "national fire protection policy" requiring only one form of alarm system. The third floor of the warehouse has two - manual fire alarm stations and an automatic sprinkler system. Thus, a smoke alarm system is unnecessary and unlikely to be accepted by the contractor.

CONCLUSIONS

Having fully considered the evidence and arguments presented on this issue, we shall order the parties to adopt the Employer's position to resolve the dispute. The record supports the conclusion that adequate safety features to alert employees in case of fire already exist on the third floor of the warehouse building. During the informal conference, the Union acknowledged that it was unaware of Federal or local regulations that required the Employer to have both an operating sprinkler system and smoke detectors. The Employer established that Federal and local fire codes required no more than an operational sprinkler system.

4. Maintaining Trailers as Field Offices

a. The Union's Position

The Union proposes the following:

All existing trailers shall be maintained and serviced to be used as field offices for bargaining-unit employees [BUEs] that originally occupied these

trailers. If, in the future, BUEs are returned to the trailers, the BUEs that presently are occupying the trailers will have first turn down rights when moved back.

The trailers should be kept as "field offices" for quality assurance employees because they are located near the ships that employees inspect. They would be convenient offices where employees could do paperwork relating to inspections, and could serve as shelters during inclement weather.

b. The Employer's Position

The Employer proposes that "[o]ne trailer on the waterfront shall be maintained as a field office, to be used by all Code 300 personnel on an as-needed basis." It is appropriate to maintain a single trailer on the waterfront, and not the number that had been occupied by bargaining-unit employees prior to management's decision to relocate them to the warehouse. While it makes sense to have one trailer as a sort of field office for employees because of the proximity to the ships, the bulk of their deskwork should be performed at their new workstations.

CONCLUSIONS

Upon thorough examination of the parties' positions on this issue, we conclude that the Employer's proposal should serve as the basis for resolving the dispute. In our view, a single trailer would provide a convenient place for employees to perform some work tasks without totally undermining the Employer's decision to relocate them the warehouse building. Moreover, the Union's proposal that all of the "existing" trailers be maintained appears to be impossible at this time since they have been condemned for occupancy due to the damage caused by the hurricane. Accordingly, we shall order the 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 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:

1. **Preamble**

The parties shall adopt the Employer's proposal.

2. **The Size of Employee Offices**

The parties shall adopt the following alternative wording:

Up to 40 bargaining-unit employees may be stationed in an area consisting of approximately 4,738 square feet of space on the third floor of the warehouse.

3. **Smoke Detectors**

The parties shall adopt the Employer's proposal.

4. **Maintaining Trailers as Field Offices**

The parties shall adopt the Employer's proposal.

By direction of the Panel.

H. Joseph Schimansky
Executive Director

December 29, 2005
Washington, D.C.