

In the Matter of

DEPARTMENT OF THE AIR FORCE  
22<sup>nd</sup> AIR REFUELING WING  
MCCONNELL AIR FORCE BASE  
MCCONNELL AFB, KANSAS

and

LOCAL 1737, AMERICAN FEDERATION  
OF GOVERNMENT EMPLOYEES, AFL-CIO

Case No. 10 FSIP 142

ARBITRATOR'S OPINION AND DECISION

Local 1737, 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), 5 U.S.C. § 7101 et seq., between it and the Department of the Air Force, 22<sup>nd</sup> Air Refueling Wing, McConnell Air Force Base, McConnell AFB, Kansas (Employer).

After an investigation of the request for assistance, which arises from bargaining over the impact and implementation of the Employer's decision to require Air Reserve Technicians (ARTs) to wear military uniforms when working in civilian status, the Panel determined that the issues at impasse should be resolved through mediation-arbitration with the undersigned. The parties were informed that if they were unable to reach a settlement during mediation, I would issue a binding decision resolving the dispute. Accordingly, on March 17, 2011, I conducted a telephonic mediation-arbitration proceeding with representatives of the parties. Settlement efforts during the mediation phase were unsuccessful. Thereafter, the parties submitted final offers and supporting written position statements. In accordance with 5 U.S.C. § 7119 and 5 C.F.R. § 2471.11 of the Panel's regulations, I am required to issue a final decision resolving the parties' dispute. In reaching this decision, I have considered the entire record in this matter, including the parties' final offers and their supporting written statements of position.

## BACKGROUND

McConnell AFB is part of the Air Force's Air Mobility Command. It is home to the 22<sup>nd</sup> Air Refueling Wing (22<sup>nd</sup> ARW), whose primary mission is to provide global support to military aircraft by using its KC-135 Stratotankers for in-flight refueling and airlift missions. The 22<sup>nd</sup> ARW is host to the 931<sup>st</sup> Air Refueling Group (ARG) which is part of the Air Force Reserve Command and is the focal point of this dispute. Although it is a Reserve Unit, the 931<sup>st</sup> ARG has the same mission as the 22<sup>nd</sup> ARW. It shares the same flight line and flies the same planes as its military host, and its employees work side-by-side with their military counterparts.

The 931<sup>st</sup> ARG is made up of traditional (full-time military) Reservists and Air Reserve Technicians (ARTs) who are "dual-status technicians." As such, ARTs are civilian employees who are required, as a condition of their employment, to maintain active duty status in an Air Force Reserve unit. At McConnell AFB, some ARTs occupy administrative positions. Others are airplane mechanics or are members of a KC-135 flight crew. ARTs are also responsible for training traditional Reservists to work in these capacities. In addition to their civilian responsibilities, ARTs are required to spend one weekend out of every month and 15 additional work days of the year in active duty Reserve status. While on active duty Reserve status, ARTs must wear the military uniform that is provided by the Air Force. While performing their civilian jobs, ARTs had not been required to wear a military uniform. In August 2007, however, the Employer notified the Union that ARTs would be required to wear their military uniform at all times when on civilian duty. The Union represents about 375 civilian employees at McConnell AFB. Approximately 100 members of the Union's bargaining unit are ARTs who work for the 931<sup>st</sup> ARG and will, as a result of the Employer's 2007 change and the conclusion of this impasse proceeding, be required to wear their military uniform when performing civilian duties.

## ISSUES AT IMPASSE

The parties disagree over: (1) the number of military uniforms ARTs should have at the outset; (2) the initial payment ARTs should receive to purchase any additional uniforms; and (3) what, if any, annual uniform allowance they should receive.

POSITIONS OF THE PARTIES

1. The Employer's Position

The Employer proposes to provide a "one-time initial payment of" \$250 to each ART employee. As Reservists, ARTs already have eight complete sets of military uniforms: four Airman Battle Uniforms (ABU) and four Service Dress (Blue) Uniforms. "In addition, they receive belts, boots, buckles, hats coats" and associated accoutrements. If any ART at McConnell AFB does not have all eight uniforms and accessories, the Air Force will provide them immediately upon request. The military uniforms ARTs have historically worn while on active duty Reserve status are the ones they will be required to wear full-time, going forward, in their civilian jobs. When an ART's uniform, or any portion thereof, becomes unserviceable due either to wear or soil, the ART is entitled to immediate in-kind replacement. Even though they are allowed to obtain an instant replacement, in whole or in part, of their military uniforms, the Employer understands that requiring ARTs to wear military uniforms while performing civilian duties will impact their full complement of uniforms. Such an impact would especially be felt during the one week each month ARTs work seven days to satisfy their active duty Reserve obligations. The Employer also recognizes that most ARTs will primarily wear ABUs. Thus, in response to the Union's request for three additional ABUs at start-up, the Employer believes its offer of a one-time initial payment of \$250 is reasonable. The Employer notes that the cost of a man's ABU coat is \$36.35 and the cost of a man's ABU trousers is \$41.85. It further notes that the cost of a woman's ABU coat is \$37.30 and the cost of a woman's ABU trousers is \$41.15. The Employer points out that \$250 will more than cover the cost of three ABUs. Because the Employer provides ARTs with in-kind uniform replacement, the Union's request for an initial \$150 payment that is repeated annually thereafter for "maintenance" purposes, would be costly as well as unnecessary.

2. The Union's Position

The Union proposes that the Employer "provide [three] additional duty uniforms to each member for a total of [seven] uniforms." In addition, it asks for a \$150 initial payment for each member and a subsequent annual payment of \$150 for uniform maintenance. The Union implicitly acknowledges that, in the past, ARTs have only needed four ABUs. However, requiring ARTs to wear their military uniform full-time during the work week will reduce the number of military uniforms that ARTs have

available for their mandatory monthly weekend active duty requirement. The initial \$150 payment repeated annually thereafter for "maintenance" purposes is necessary to compensate for related "out-of-pocket expenses" such as "laundering/cleaning of the uniforms and increased haircuts and shaving due to the grooming standards [ARTs] must adhere to while wearing the military uniform." The Union stresses that ARTs do not receive the "same financial benefits as a full[-]time military member." In addition to a biennial \$400 clothing allowance, the Union maintains that full-time military members receive "other benefits" to which ARTs are not entitled.<sup>1/</sup> Accordingly, the Union avers that an initial \$150 "clothing allowance" supplemented by an annual \$150 "maintenance" allowance would put ARTs in rough parity with their active duty counterparts.

#### CONCLUSION

Having carefully considered the arguments and evidence presented in this case, I conclude that the impasse should be resolved on the basis of the Employer's Best and Final offers. In order for the ARTs to be compliant with the Employer's new uniform requirement that ARTs wear military uniforms while on civilian duty, ARTs should be assured of having an adequate number of uniforms to wear during the work week. In this regard, there is no dispute over the fact that ARTs receive eight sets of military uniforms and, if the full complement of military uniforms has not been received, additional uniforms may be requested without cost to the ART. Moreover, it is undisputed that the Employer's proposed \$250 initial uniform allowance is more than enough to purchase three additional military uniforms and that the Employer's uniform replacement policy provides for item-for-item replacement of unserviceable military uniforms due to wear and tear. Other than bare assertions, the Union did not substantiate its position that each ART deserves a \$150 annual uniform maintenance allowance in addition to an initial uniform payment. Accordingly, an initial payment of \$250 should be sufficient to supplement the number of military uniforms ARTs should already have in their possession, permitting them to meet the Employer's requirement to wear military uniforms while performing their civilian duties. Furthermore, the in-kind replacement of military uniforms, rather than an annual maintenance allowance, should help contain

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<sup>1/</sup> It is not clear exactly what these "other benefits" are and from what authority they derive.

the cost of the new uniform requirement and, at the same time, ensure that ARTs have serviceable uniforms available to them.

DECISION

The Employer shall provide each ART with an initial payment of \$250 to purchase additional military uniforms. The ARTs are authorized to obtain in-kind replacement of unserviceable uniforms from the Employer, at no cost.

A handwritten signature in black ink, appearing to read "Marvin E. Johnson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Marvin E. Johnson  
Arbitrator

May 24, 2011  
Silver Spring, Maryland