

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

DEPARTMENT OF THE NAVY  
NAVAL UNDERSEA WARFARE CENTER  
NEWPORT, RHODE ISLAND

AND

LOCAL R1-144, FEDERAL UNION OF  
SCIENTISTS AND ENGINEERS, NATIONAL  
ASSOCIATION OF GOVERNMENT EMPLOYEES,  
SEIU, AFL-CIO

Case No. 92 FSIP 246

DECISION AND ORDER

Local R1-144, Federal Union of Scientists and Engineers, National Association of Government Employees, SEIU, 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 Navy, Naval Undersea Warfare Center, Newport, Rhode Island (Employer).

Following investigation of the request for assistance, the Panel determined that the impasse, concerning the relocation of the Union's office, should be resolved on the basis of written submissions from the parties, with the Panel to be limited to selecting either of the parties' final offers, to the extent that they are otherwise lawful. Written submissions were made pursuant to this procedure and the Panel has considered the entire record.

BACKGROUND

The Employer conducts research and develops underwater weapons and fire control systems. The Union represents a bargaining unit of approximately 1,200 professional employees who work as accountants, engineers, physicists, and computer scientists. Although the parties have negotiated a number of memoranda of understanding, they have no basic collective-

bargaining agreement. The dispute arose when the Employer announced its intent to relocate the Union office from building 679 to across the street in building 105.

### ISSUE AT IMPASSE

The parties basically disagree over whether the Union office should be relocated.

### POSITIONS OF THE PARTIES

#### 1. The Employer's Position

The Employer proposes the following:

The NAGE Local R1-144 office and the Local President, Dominick J. Lepore, will be moved to building 105. Enclosure (1) shows the exact location in building 105. This move will take place approximately 60 to 90 days after resolution of the impasse. The Agency will move all current office furniture, files and equipment located in the current office to the new office in building 105. At the request of the Local, the current reserved parking space of the Local President will be moved from its present location on the northeast side of building 679 to a location outside the east side of building 105. This location will be less than one-half the distance from the proposed office than the current parking space is from the current office. The proposed office will be air conditioned. In addition, the Employer agrees to continue to provide all services in building 105 that are provided in building 679, such as internal mail, copying, and telephone. Management agrees to provide an additional office for Mr. Lepore in building 679 should he be assigned any technical work. The move of the Union office will be announced in three consecutive issues of the Center's weekly Bulletin.

The relocation of the Union office is necessary to provide much-needed office space in building 679 for personnel performing mission-related work. Currently, all work done by the Union president is related to labor-management business, and "there is no plan to assign him any other duties." If a need arises for him to perform technical work, however, its proposal provides that the Union president will be assigned an office in building 679. The location of the new office will be accessible to more bargaining-unit members, including the handicapped. Furthermore, it is nearly three times bigger than the current office, and would afford better comfort to the Union in the conduct of its representational duties. Finally, the new office will be located near two other unions representing employees at the facility, making it easier for Local R1-144 to discuss issues of mutual interest with them.

## 2. The Union's Position

The Union proposes that its office remain in room 205, building 679. Many of its bargaining-unit members frequently work in building 679, thus it is more convenient for them to visit the Union office. Also, the Union has been in the same office for 10 years, so its location is well known to the bargaining unit. More fundamentally, there has been no legitimate reason shown by the Employer to alter the status quo. In this regard, recent actions by management indicate that additional space for "mission-related work" in building 679 is not needed, as does the Employer's own proposal, which would require it to provide the Union president with an office at the current location when the need arises. Needless to say, it would be a very inefficient use of space to have 2 offices for the Union president, one for his technical work in building 679, the other for Union representational functions in building 105. Finally, "this Union would rather have a small office in building 679, which many unit members frequent, than a large spacious office in building 105, which unit members have little or no reason to visit."

### CONCLUSIONS

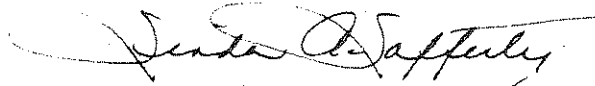
Having considered the evidence and arguments in this case, we conclude that the impasse should be resolved on the basis of the Union's final offer. In our view, the Employer has not demonstrated a need to change the status quo. In this regard, the evidence in the record fails to convince us that the Employer's mission-related need for additional space outweighs the advantages cited by the Union for keeping its office in the current location. This conclusion is buttressed by the Employer's own willingness to provide the Union president with a second office if the need arises. Thus, given the final-offer selection procedure, the Union's proposal is the more equitable resolution to the dispute.

### 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 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 Union's proposal.

By direction of the Panel.

A handwritten signature in cursive script, appearing to read "Linda A. Lafferty".

Linda A. Lafferty  
Executive Director

February 25, 1993  
Washington, D.C.