

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of)
)
DEPARTMENT OF THE NAVY)
CHARLESTON NAVAL SHIPYARD)
CHARLESTON, SOUTH CAROLINA)

and)

FEDERAL EMPLOYEES METAL)
TRADES COUNCIL, AFL-CIO)
_____)

Case No. 90 FSIP 231

DECISION AND ORDER

The Federal Employees Metal Trades Council, 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 Navy, Charleston Naval Shipyard, Charleston, South Carolina (Employer).

After investigation of the request for assistance, the Panel directed the parties to participate in a telephone conference call with Staff Associate Ellen J. Kolansky for the purpose of resolving the issues at impasse. The parties were advised that if no settlement were reached, Mrs. Kolansky would report to the Panel on the status of the dispute, including the parties' final offers, and her recommendations for resolving the issues. After considering this information, the Panel would take whatever action it deemed appropriate to resolve the impasse, including the issuance of a binding decision.

Mrs. Kolansky held a telephone conference call with the parties on October 31, 1990. Although they resolved a number of issues prior to the Panel's consideration of the case, three remain in dispute. Mrs. Kolansky has reported to the Panel based on the record developed by the parties, and the Panel has considered the entire record in the case.

BACKGROUND

The Employer manufactures, overhauls, and modernizes the Naval fleet of ships at the shipyard which is the largest employer in South Carolina. The Union, an umbrella

organization for 10 affiliated bargaining units, represents approximately 5,500 employees who work as machinists, pipefitters, structural ship repairers, boilermakers, blacksmiths, plumbers, operating engineers, sheetmetal workers, and laborers. The parties' current collective-bargaining agreement expired on March 27, 1989; however, they continue to be governed by its provisions until negotiations for the new agreement are complete.

The dispute arose during negotiations over groundrules for the successor agreement. An interim event, the bargaining units' rejection of a successor agreement which resulted from the parties' opening of eight articles from the expired agreement and rolling over the others, led to the resumption of negotiations for groundrules. Apart from three issues which remain at impasse, the parties agreed to: (1) exchange proposals 3 weeks after the groundrules are signed; (2) begin negotiations 3 weeks (or, optionally, 4 weeks) after the exchange; and (3) meet for negotiations on a 3-day-per-week schedule, alternating between Monday-Wednesday-Friday and Tuesday-Wednesday-Thursday.

ISSUES AT IMPASSE

The issues are: (1) daily hours for negotiations; (2) a procedure for deviations from the bargaining schedule; and (3) preparation time for four Union negotiators before and after proposals are exchanged as well as during negotiations.

1. Hours for Negotiations

a. The Union's Position

The Union proposes that negotiation sessions be held from 0830 to 1600 hours. In its view, this provision could foster progress during negotiations by permitting the Union's chief spokesperson an opportunity to consult with his 14-member committee briefly (up to 30 minutes) but frequently (twice a day) before and after sessions. Such consultations may be particularly crucial since the spokesperson is not a shipyard employee and unfamiliar with many aspects of the work there.

b. The Employer's Position

Under the Employer's proposal, the negotiating sessions would be from 0800 to 1530 hours. This would permit the Union's chief spokesperson and team members the option to consult with the 14-member committee between 1530 and 1630 (the end of the workday), or leave a block of time for Union team members who are employees to perform their regular work should such consultations be unnecessary on a particular day.

2. Procedure for Deviations from the Bargaining Schedule

a. The Union's Position

Essentially, the Union proposes that after the second week of negotiations, the negotiating schedule for the next week, and every week thereafter, be agreed to by the parties at the close of the previous week's sessions. Moreover, "both parties would agree to respect each other's schedules and mutually accommodate requests for changes. However, every effort would be made to complete negotiations in a timely manner." It asserts that without such a provision in the rules, it could face repeated rejections of legitimate requests to cancel certain negotiation sessions. Its proposal, on the other hand, could foster mutual trust and cooperation and avoid a showdown atmosphere when one party finds it must unavoidably cancel one or more sessions.

b. The Employer's Position

Under the Employer's proposal, any deviation from the parties' weekly negotiating schedule would require mutual agreement. It states that this could promote the progress of the negotiations by discouraging either party from cancelling full or partial meeting days for nonmeritorious reasons. Since both sides might occasionally find it necessary to modify the negotiating schedule, it believes that the parties would have an incentive to cooperate in such matters.

3. Preparation Time for Union Negotiators

a. The Union's Position

The basic elements of the Union's proposal are: (1) 80 hours of official time for each of four Union team members before proposals are exchanged; (2) the same amount as used by the Employer's team, which could be up to 3 or 4 weeks, after the exchange of proposals; and (3) when negotiations actually begin, "the Union's negotiating team will be released on official time to prepare for each day's session for the duration of the negotiations or unless the parties agree to a recess."

It asserts that the amounts of official time it proposes would put the parties on a more equal footing. Under its proposal, it would have the flexibility to designate as team members individuals who are not Chief Stewards or Stewards. These team members could then receive official time for preparation between negotiating sessions unconnected with the provisions of the parties' expired agreement regarding representational time, as proposed by the Employer. With such additional amounts of official time, the Union would be in a

better position to represent the interests of bargaining-unit employees during the negotiation period.

b. The Employer's Position

The terms of the Employer's proposal include: (1) 40 consecutive hours of official time (Monday through Friday) for each of four Union team members, after the groundrules are signed, but before proposals are exchanged; (2) 40 consecutive hours of official time (Monday through Friday) for each of four Union team members, after the exchange of proposals; and (3) during any full week of negotiations, 1 hour a day (from 1530 to 1630) for four Union team members on the actual days of negotiations, for preparation of Union counterproposals. In addition the Union team members who are also Chief Stewards would be permitted up to 14 hours per week, or if a Steward, up to 10 hours per week, as authorized by the parties' expired agreement, to prepare Union counterproposals once negotiations commence.

In its view, these amounts are generous considering budget cuts at the shipyard and the continuing need for fiscal restraint. For previous negotiations, the Employer reports that it granted the Union's team members a total of 40 hours each for preparation. Its current proposal would provide 80 hours for preparation before the start of negotiations.

During negotiations, members of the Union's team who are bargaining-unit employees would be permitted 1 hour of official time for each actual day of negotiations, and those who are designated Chief Stewards or Stewards could use between 10 and 14 additional hours for preparation. Although the employee members of the Union's team are currently all Chief Stewards who could avail themselves of 14 hours of official time for preparation under its proposal, the Employer suggests that the Union could purposely change the composition of its team to increase the total amount of official time it would be required to provide under the expired agreement. The Employer also maintains that there are enough Chief Stewards and Stewards at the shipyard to provide bargaining-unit employees with adequate representation during contract negotiations, under the terms of the expired agreement, should the four Chief Stewards currently slated to serve as team members use their representational allotment for preparation.

CONCLUSIONS

Having considered the evidence and arguments in this case, we conclude that the parties should adopt the Employer's proposals on all three issues, but with modifications to its proposal on issue 2, as indicated below. On balance, although

the parties' positions on issues 1 and 3 are similar, we are persuaded that the Employer's offer for daily hours of negotiations, when coupled with its preparation time proposal, is responsive to the Union's asserted need for consultations with its 14-member committee and would provide a sufficient amount of time for research and preparation of interim proposals during negotiations. Taken together, these two provisions would permit each Union team member an undivided hour of preparation time at the end of the negotiating day. Should the Union continue to designate Chief Stewards as team members, each would receive 17 hours of official time per week during negotiations for preparation and consultation. In our view, an hour of preparation time at the end of the negotiating day should be easier to administer than the two 1/2-hour periods proposed by the Union, and could permit team members who are shipyard employees to return to the workplace when consultations or other preparation activities are not needed. Furthermore, the package offered by the Employer appears generous in light of the fact that the parties have been cognizant of the need to be ready for substantive negotiations for almost 2 years, and that lesser amounts were granted for previous negotiations.

Concerning the procedure to be employed where deviations in the negotiating schedule are desired by either side, we conclude that the parties should adopt the Employer's proposal as modified herein. In this regard, we are persuaded that its proposal should foster the timely progress of negotiations. We shall order the adoption of the following additional wording, however, to remind the parties that the rule of reason should apply when such requests are made. The additional wording shall read: "Requests by either party for deviations from the established negotiating schedule shall not be unreasonably denied."

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:

1. Hours for Negotiations

The parties shall adopt the Employer's proposal.

2. Procedure for Deviations from the Bargaining Schedule

The parties shall adopt a modified version of the Employer's proposal as follows:

Negotiations shall be conducted on Tuesday through Thursday of the first week of negotiations and Monday, Wednesday, and Friday of the next week, and will alternate every other week thereafter, or at other mutually agreeable times and days, exclusive of holidays and weekends. Requests by either party for deviations from the established negotiating schedule shall not be unreasonably denied.

3. Preparation Time for Union Negotiators

The parties shall adopt the Employer's proposal.

By direction of the Panel.



Linda A. Lafferty
Executive Director

December 7, 1990
Washington, D.C.