

In the Matter of

DEPARTMENT OF THE AIR FORCE
920 RESCUE WING
PATRICK AIR FORCE BASE
PATRICK AFB, FLORIDA

and

LOCAL 2568, AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES, AFL-CIO

Case No. 09 FSIP 61

ARBITRATOR'S OPINION AND DECISION

The Department of the Air Force, Patrick Air Force Base, Patrick AFB, Florida (Employer) 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 Local 2568, American Federation of Government Employees, AFL-CIO (Union).

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 the military uniform, the Panel directed the parties to mediation-arbitration with the undersigned. Accordingly, on January 19, 2010, a telephonic mediation-arbitration session was held with representatives of the parties. During the mediation phase, the parties were unable to voluntarily resolve the outstanding issue. In reaching this decision, I have considered the entire record in this matter, including the parties' final offers and post-conference written statements of position.

BACKGROUND

The mission of Patrick Air Force Base is to provide support for the space shuttle program operated by the National Aeronautics and Space Administration. This dispute concerns a tenant organization on the base, the 920th Rescue Wing, which provides support for shuttle deployments and recovery. The Union represents a bargaining unit consisting of approximately 150 General Schedule and Wage Grade employees who hold positions

as ARTs. The majority of ARTs work as aircraft and helicopter mechanics, while other ARTs are part of the flight crew or work in administrative positions. Although ARTs occupy civilian positions, as a condition of employment, an incumbent must maintain active duty status as a military reservist in the Air Force. Reserve duty requires ARTs to serve 1 weekend a month and 2 weeks a year in the military reserves. While on military reserve duty, ARTs must wear the military uniform that is provided by the Air Force. Currently, while performing their civilian jobs, ARTs are not 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 parties' most recent collective-bargaining agreement, which was implemented in 1995, does not address the wearing of uniforms by ARTs.

ISSUES AT IMPASSE

The parties disagree over the initial allowance ARTs should receive to purchase uniforms and, thereafter, whether they should be afforded an annual allowance to purchase uniform replacements, as needed.

POSITIONS OF THE PARTIES

1. The Employer's Position

The Employer proposes the following:

All Air Reserve Technicians in their Reserve capacity are already authorized 4 ABUs^{1/} and 4 blues. If the Air Reserve Technician in their Reserve capacity did not receive the 4 ABUs and 4 blues, then the agency will issue additional uniforms at the request of the employee up to the requisite number of authorized uniforms. All eligible Air Reserve Technicians will receive \$150 initial uniform allowance. Employees who transfer from another unit who previously received an initial uniform allowance will be excluded from the \$150 initial allowance. Air Reserve Technicians will be authorized to replace any unserviceable uniforms, in-kind.

The Employer contends that it is important to take into consideration that ARTs, in their capacity as military

^{1/} ABU refers to the Airman Battle Uniform.

reservists, are authorized to receive four complete sets each of the ABUs and the blue uniform. These are the same uniforms they will be required to wear in their civilian jobs as ARTs. Thus, it would be unnecessary, as well as costly, for the Employer to provide each ART with an allowance to purchase a supply of uniforms to be worn 5-days-a-week when they already have received uniforms from the military. Providing an initial allowance of \$150 would be sufficient for ARTs to purchase an additional two ABU blouses and two ABU trousers. With the money to purchase two more uniforms, each ART would have six sets of ABUs and four sets of blues, a more-than-sufficient supply of uniforms for the workweek. Furthermore, it should be noted that ARTs perform many different types of duties and, because of that, uniforms would have to be replaced at varying rates depending upon the amount of wear and tear the uniform receives. In-kind replacement would allow an ART to replace uniforms, as needed, whether once every few months or once every 3 years. The Union's proposal, which would require the Employer to provide each ART with an annual allowance that equals the maximum amount permitted by law to purchase uniform replacements, is unjustified in circumstances where the frequency of uniform replacement is unknown. Moreover, if the full amount of the allowance is not utilized, it would result in a windfall for ARTs.

2. The Union's Position

The Union proposes that bargaining-unit ARTs receive an initial uniform allowance in the amount of \$1,764.20 and, thereafter, an annual uniform allowance of \$800. The Union maintains that it is inappropriate to consider the number of uniforms an employee may have received while performing duties as a military reservist. In this regard, the parties are bargaining over working conditions of ARTs, who are Title 5 employees, and it would be illegal for the Union to bargain over a matter that pertains to military entitlements. Therefore, no consideration should be given concerning the number of uniforms employees may have received on the military side. In addition, the Employer's proposal to provide each ART with \$150 to purchase additional uniforms is insufficient to purchase even one complete uniform set. Even assuming, for the sake of argument, that ARTs have been provided uniforms during the course of their military reservist duties, some employees maintain that they were provided those uniforms many years ago and the number provided would be inadequate for daily wear while performing ART duties. An initial allowance of \$1,764.20 is justified because ARTs are in need of a sufficient number of

uniforms to wear to work 5-days-a-week. According to the Union, Title 5 firefighters on the installation currently receive an initial uniform allowance of \$1,600, and an annual allowance of \$800; the Union's proposal is consistent with the allowances the Employer provides to other employees who are required to wear uniforms.

CONCLUSION

Having carefully considered the arguments and evidence presented in this case, I conclude that the impasse should be resolved on the basis of a compromise solution that requires the Employer to provide an initial uniform allowance of \$300 to each ART, and in-kind replacement of uniforms thereafter. Contrary to the Union's assertions, the fact that ARTs already have uniforms that they are required to wear during their service as reservists cannot be ignored. Other than the bare assertions of the parties, however, the record does not substantiate how long ago those uniforms may have been provided and the number of complete sets of uniforms that currently are in the possession of each ART. Moreover, the parties disagree over the uniform components that should be provided to ARTs for the purpose of furnishing them with the equivalent of two additional uniforms. While both parties have offered statements in support of the allowances they have proposed, the record evidence is insufficient to adequately assess whether the monetary amounts proposed by each party are justified to meet the uniform needs of ARTs. In order for ARTs to be compliant with the new uniform requirement imposed by the Employer, they should be assured of having an adequate number of uniforms to wear during the workweek. Accordingly, an initial allowance of \$300 should be sufficient to supplement the number of uniforms which ARTs already have in their possession, permitting them to meet the requirement to wear uniforms 5-days-a-week. Furthermore, in-kind replacement of uniforms, rather than an annual allowance, should help contain the cost of this 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 allowance of \$300 to purchase uniforms. ARTs will be authorized to replace any unserviceable uniforms, in-kind.

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

February 18, 2010
Silver Spring, Maryland