

## United States of America

## BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of )

DEPARTMENT OF THE ARMY )  
 FORT RITCHIE )  
 FORT RITCHIE, MARYLAND )

and )

LOCAL 1153, NATIONAL FEDERATION )  
 of FEDERAL EMPLOYEES )

Case No. 92 FSIP 71

DECISION AND ORDER

Local 1153, National Federation of Federal Employees (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 Army, Fort Ritchie, Fort Ritchie, Maryland (Employer).

After investigation of the request for assistance, the Panel directed the parties to meet with Chief Legal Advisor Donna M. Di Tullio for the purpose of assisting them in resolving any outstanding issues. If no settlement were reached, she was to notify the Panel of the status of the dispute, including the parties' final offers and her recommendations for resolving the issues. Following consideration of this information, the Panel would take whatever action it deemed appropriate to resolve the dispute, including the issuance of a binding decision.

On April 1, 1992, Ms. Di Tullio met with the parties in Fort Ritchie, Maryland, during which several issues were resolved.<sup>1</sup> Accordingly, she reported to the Panel on the remaining issues based on the record developed by the parties. The Panel has now considered the entire record, including her recommendations for resolving the impasse.

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<sup>1</sup>The issues settled concerned (1) cafeteria seating, (2) flexitime, and (3) credit hours.

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### BACKGROUND

The Employer's mission is to operate and maintain information systems for the Army and other Department of Defense activities throughout the continental United States, Panama, and Puerto Rico. The Employer also is responsible for providing housekeeping, and logistical and engineering support for Site R, located approximately 10 miles from Fort Ritchie in Pennsylvania; it is a remote facility subordinate to Fort Ritchie at which entry and exit are subject to extensive security procedures. The Union represents approximately 825 bargaining-unit employees who work primarily as computer specialists, communication specialists, contract specialists, and secretaries. The parties' collective-bargaining agreement expired in November 1990, but continues in effect until the Panel resolves the instant dispute involving negotiations over a successor.

### ISSUES AT IMPASSE

The parties are at impasse over the following issues: (1) hours of work and (2) a surcharge on food at the Site R dining facility.

### POSITIONS OF THE PARTIES

#### 1. Hours of Work

##### a. The Union's Position

In essence, the Union proposes that: (1) workhours for employees on either a flexible or compressed work schedule normally not begin prior to 7 a.m. nor extend beyond 5:30 p.m.; (2) a 5-4/9 program be implemented for a 1-year trial period; employees have fixed starting times and their participation in the program, along with the designation of the short day (8-hour day) and day off, be scheduled with supervisory consent; (3) core hours be changed from 9 a.m. to 3:30 p.m. to 9 a.m. to 2:30 p.m.; (4) employees who work a flexible schedule be allowed to vary the length of the workday as long as they work 10 days per pay period, 40 hours per workweek, 80 hours per pay period, and are present during core hours each workday; and (5) employees be allowed to grieve the denial of a particular work schedule.

The Union argues that a 5-4/9 plan would enhance the Employer's ability to accomplish its mission because the longer hours worked under the plan provide a greater opportunity to have interface with the activities Fort Ritchie supports on the West coast. Morale would improve; productivity may increase due to the anticipated improvement in morale; and sick leave usage may be

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reduced because employees could schedule medical appointments on their day off. In regard to core hours, shortening them by 1 hour should have little effect on mission accomplishment, because the majority of customer communications are received between 10 a.m. and 2 p.m. As to a variable workday schedule, employees would have the flexibility, for example, to leave work early and make up the time within the pay period without having to use leave.

b. The Employer's Position

The Employer proposes that the status quo be maintained, that is, employees have the option of working either fixed hours from 8 a.m. to 4:30 p.m., or flexitime where they may start work between 7 and 9 a.m. and leave between 3:30 and 5:30 p.m.

The Employer opposes establishing any type of compressed work schedule. In this regard, it contends that implementing a 5-4/9 program is likely to reduce the productivity of the organization as well as the level of services currently provided to customers. In this regard, many offices and sections perform their missions with single project officers assigned to a project; the prospect of allowing those employees to work a schedule affording them 1 day off each pay period could result in little or no coverage on those days. Other offices have small staffs which cannot be stretched any further. Moreover, since many projects require coordination among employees, they should keep a schedule requiring their presence at work each and every day.

The Employer serves geographically dispersed customers who are located across several time zones; it also does business with contractors, both on and off Fort Ritchie. These customers should be able to rely on employees' being present on a daily basis should they require service. Implementing a 5-4/9 program, however, may result in diminished opportunities for employee communications with and service to customers, both on the installation and across the United States. In order to survive in an increasingly competitive atmosphere within the Army because of downsizing, Fort Ritchie must continue to provide exceptional service to its customers; otherwise, it may have to relinquish its function to other commands. A 5-4/9 schedule would only impede these efforts.

As to the variable workday proposal, which would allow employees to work fewer than 8 hours on certain days, it appears to conflict with the parties' agreement concerning flexitime which provides that employees must work 8 hours each day. Finally, allowing employees the right to grieve a denial of a particular work schedule, as the Union proposes, would lead to a flood of grievances.

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### CONCLUSIONS

Having considered the evidence and arguments, we conclude that there is no demonstrated need to implement a change in workhours. The evidence presented by the Union concerning the benefits which it contends would likely accrue to employees and the Employer from a 5-4/9 compressed schedule and other changes in the current workhours arrangement is insufficient to justify the adoption of the Union's expansive proposal. Furthermore, we are persuaded that a 5-4/9 schedule may impede the ability of the Employer's customers to contact employees with servicing problems, since many work projects are assigned to single employees who would not be available on their day off under a compressed schedule; moreover, given the small size of various staffs, the Employer may not be able to provide adequate coverage for absent employees. As to a variable workday schedule, it may be difficult to administer since the Employer would not be able to rely on employees' presence at the workplace during other than core hours. In regard to a change in core hours, the parties already have agreed that employees working a flexitime schedule would maintain core hours from 9 a.m. to 3:30 p.m.; therefore, the Union's proposal to change core hours from 9 a.m. to 2:30 p.m. for employees working a compressed or variable workday schedule is inconsistent and needlessly confusing. Accordingly, we shall order the parties to adopt the Employer's proposal.

#### 2. Surcharge on Meals

##### a. The Union's Position

The Union proposes that Site R bargaining-unit employees be exempt from paying a surcharge on meals purchased in the Site R dining facility, the only cafeteria available at that remote worksite. Purchasing meals there is costly because the surcharge is generally twice that of the actual cost of the food. Without the surcharge, the price for lunch is \$1.90; with the surcharge, it is \$5.60. Although those who purchase food at the cafeteria are entitled to return for "seconds," the majority of employees have only 30-minute lunch periods. This limits their ability to "get their monies' worth." Since it takes approximately 45 minutes to travel from within Site R to the nearest restaurant in the vicinity, employees' dining options are limited either to bringing their lunches from home, purchasing food from the few vending machines at Site R, or eating in the Site R dining facility. The last is a less attractive option because of the high cost. Furthermore, civilian employees are not entitled to the allowances which military personnel receive to supplement the high cost of the meals.

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b. The Employer's Position

The Employer objects to eliminating the surcharge on meals purchased by bargaining-unit employees. It contends that the surcharge is necessary because it is required by Army regulations.<sup>2</sup> Since most employees are paid at the GS-10 level or higher, they can afford to pay the surcharge. The price is fair since employees who eat in the dining facility receive unlimited entrees, salad bar, desserts, and beverages. Moreover, similar meals at local restaurants cost as much or exceed the amount charged at the cafeteria. Other options, such as vending machines, are available at Site R for those who do not wish to purchase their meals at the dining facility; also, refrigerators, microwave ovens, and break areas have been provided to accommodate those who bring their own food. Finally, military personnel are not exempt from paying the surcharge; if civilians were, morale problems could develop.

CONCLUSIONS

Having considered the evidence and arguments on this issue, we are persuaded that the Employer's proposal should be adopted. The record reveals that the majority of the employees stationed at Site R are paid at the GS-10 level or above and, therefore, should be able to afford the cost of the surcharge on the meals. Those who eat at the dining facility may receive unlimited entrees; thus, the amount of food consumed may well exceed its purchase price. Yet, other adequate options are available to employees who elect not to purchase their meals at the Site R dining facility such as bringing their own lunch to work or using the vending machines. Refrigerators, microwave ovens, and break areas also are available for employees' convenience.

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 the 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:

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<sup>2</sup>As stated in paragraph 6-16 of Army Regulation 30-1, the purpose of the surcharge is to "comply with statutory requirements to recover operating expenses in appropriated fund food service activities . . . ."

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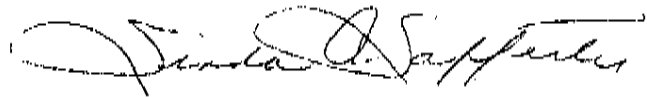
1. Hours of Work

The parties shall adopt the Employer's proposal.

2. Surcharge on Meals

The parties shall adopt the Employer's proposal.

By direction of the Panel.



Linda A. Lafferty  
Executive Director

May 19, 1992  
Washington, D.C.