

In the Matter of

DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
REGION 9
SAN FRANCISCO, CALIFORNIA

and

LOCAL 1450, NATIONAL FEDERATION
OF FEDERAL EMPLOYEES, FEDERAL
DISTRICT 1, INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, AFL-CIO

Case No. 10 FSIP 6

ARBITRATOR'S OPINION AND DECISION

Local 1450, National Federation of Federal Employees, Federal District 1, International Association of Machinists and Aerospace Workers, 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 Housing and Urban Development, Region 9, San Francisco, California (Employer or HUD).

After an investigation of the request for assistance, which arises from mid-term bargaining over changes in the Agency's transit subsidy and transportation policy, the Panel directed the parties to mediation-arbitration with the undersigned. Accordingly, on March 31, 2010, a mediation-arbitration session was held with representatives of the parties. During the mediation phase, the parties agreed to resolve their dispute by implementing a pilot carpooling program for employees in certain offices, with the undersigned to determine the terms of the pilot. The parties were provided a full opportunity to present evidence and arguments in support of their positions.

BACKGROUND

The Employer is one of 10 regions responsible for programs that address America's housing needs, including improvement and development of the Nation's communities, and enforcement of fair

housing laws. The Union represents approximately 550 professional and non-professional bargaining-unit employees stationed in 11 offices in four states within Region 9. Employees hold positions such as appraiser, architect, fair housing specialist, housing project manager, single family housing specialist, and program assistant. The parties' current collective-bargaining agreement was due to expire in May 2008; they have agreed to continue to follow its terms, however, until a successor CBA is implemented. Currently, the parties do not have any written agreements concerning transportation subsidies. Rather, those benefits have been administered on the basis of past practices.

ISSUES AT IMPASSE

The parties disagree over the terms of a pilot carpool subsidy program and other terms of a transit policy.

OPINION AND DECISION

Having carefully considered the arguments and evidence presented in this case, and the views of the parties, I conclude that the impasse should be resolved as follows:

1. There must be two (2) HUD employees per vehicle (non-HUD employees may also ride in the vehicle).
2. Each participating vehicle is eligible to receive up to \$230 per month, based on actual parking costs.
3. There shall be no "graduated scale" based on number of riders.
4. The carpool subsidy pilot program shall include the HUD Los Angeles and Las Vegas Field Offices.
5. The parties shall jointly develop a carpool subsidy program form for enrollment, participation, and program evaluation ("Carpool Application Form).
6. Employees may request back pay and interest for bicycling, pre-tax parking, and carpool subsidies issued late, after the 15th of the month, in accordance with the Back Pay Act and FLRA case law.

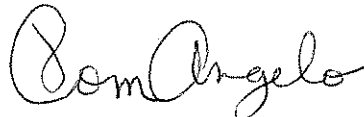
7. HUD shall research the feasibility of providing a pre-tax parking benefit deducted from employee salaries within 60 days of signing this agreement.

8. The carpool subsidy pilot program shall last 10 months from the finalization of the Carpool application Form.

9. One lead HUD carpooler shall be identified on the Carpool Application Form, and shall provide receipts or other form of payment verification every 30 days to be reimbursed for parking costs. Only the lead HUD carpooler shall be reimbursed for parking costs.

10. Carpoolers may choose any commercial parking lot with publicly advertised rates (e.g., publicly-displayed cost signage), within a 5-mile radius of the duty station. The carpoolers are responsible for paying the parking lot owner and complying with all other terms and requirements of the commercial parking lot.

11. At the conclusion of the 10-month pilot program, the parties shall meet to review the data gathered. If the parties cannot mutually agree regarding whether or not to continue the carpool subsidy program after bargaining and receiving mediation assistance, either party may again seek the assistance of the Federal Service Impasses Panel.



Thomas Angelo
Arbitrator

June 3, 2010
Mill Valley, California