

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

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, IAM&AW, AFL-CIO

Case No. 08 FSIP 47

DECISION AND ORDER

Local 1450, National Federation of Federal Employees, Federal District 1, International Association of Machinists and Aerospace Workers, AFL-CIO (Union or NFFE), 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 (HUD), Region 9, San Francisco, California (Employer).

After investigation of the request for assistance, the Panel determined that the dispute, which concerns ground rules for negotiating a successor collective-bargaining agreement (CBA), should be resolved through an informal conference by telephone with Panel Member Barbara Bruin. The parties also were advised that if no settlement were reached, Member Bruin would report to the Panel on the status of the dispute, including the parties' final offers and her recommendations for resolving the impasse. After considering this information, the Panel would take whatever action it deemed appropriate to resolve the matter, which could include the issuance of a binding decision.

Pursuant to the procedural determination, Member Bruin conducted an informal conference with the parties via telephone on May 14, 2008. During the course of the meeting, the parties

voluntarily resolved two of the six disputed issues. The Panel has now considered the entire record, including the parties' final offers on the four remaining issues.

BACKGROUND

The Employer is one of 10 regions within HUD 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 450 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; typically, employees have technical, financial management, and contracting skills. The parties' current CBA was due to expire in May 2008; they have agreed to continue to follow its terms, however, until a successor CBA is implemented.

ISSUES AT IMPASSE

The parties essentially disagree on four issues in their ground rules negotiations for a successor CBA. These include: (1) the payment of travel and *per diem* expenses for Union negotiators; (2) the starting time for Monday bargaining sessions and whether the Employer should approve non-contract airline carriers for negotiators; (3) the site of bargaining; and (4) official time for Union negotiators to prepare between weekly bargaining sessions.^{1/}

POSITIONS OF THE PARTIES

1. The Union's Position

Under the Union's final offer, among other things: (1) the Employer would provide official time and pay for the Union's travel and *per diem* expenses as needed for up to four bargaining-unit team members; (2) Monday negotiations would start at 2:30 p.m. with the Employer approving non-contract airline carriers for Union negotiators; (3) the site of negotiations would alternate for each week of bargaining between the HUD San Francisco Regional Office and the HUD Los Angeles Field Office, with the first week being in San Francisco; and

^{1/} The parties have agreed to a schedule of 1 week on and 1 week off until negotiations are completed.

(4) for each week prior to a scheduled weekly bargaining session, each Union bargaining-unit team member would be authorized up to 16 hours of official time to prepare for the session.

Requiring the Employer to pay for the travel and *per diem* expenses of all Union bargaining-unit team members is consistent with what has occurred during the previous CBA negotiations. In addition, the Union contends it does not have the funds to pay for travel and *per diem* expenses for a fourth member and, because the Employer will have four negotiators, the Union would be at a disadvantage. Starting negotiations at 2:30 p.m. on Mondays and providing non-contract carrier flights would give the team more options to secure Monday morning flights, ensuring that bargaining is not delayed. Alternating the site of negotiations between San Francisco and Los Angeles would place an equal burden on both parties regarding travel, in addition to providing a cost benefit, as the *per diem* rate for Los Angeles is significantly less than San Francisco. Finally, granting 16 hours of official time per team member during the off-week of negotiations is necessary so they can meet, conduct research, and develop counter and/or new proposals. This would ensure that the team is prepared for the upcoming bargaining sessions, thereby promoting a more efficient bargaining process.

2. The Employer's Position

Essentially, the Employer proposes that: (1) management grant official time for up to four Union bargaining-unit team members but pay the travel and *per diem* expenses for only three; (2) negotiations on Mondays begin at 2 p.m. with non-contract flight carriers authorized between Phoenix and San Francisco and considered for flights between Los Angeles and San Francisco; (3) all negotiations be conducted in the San Francisco Regional Office; and (4) each Union bargaining-unit team member be authorized up to 8 hours of official time per week to prepare for the upcoming weekly bargaining sessions, plus any time remaining from the 320 hour bank of initial preparation time upon which the parties already have agreed.

The Employer argues that its proposal is consistent with section 7131(a) of the Statute, *i.e.*, it would authorize official time for the same number of Union bargaining-unit team members as agency negotiators. There is no legal requirement, however, that the Employer pay for the travel and *per diem* expenses of all of the Union's bargaining-unit team members. In this regard, Region 9 has a limited travel budget, and the

parties' established practice during mid-term and previous successor CBA negotiations is for the Employer to pay the travel and *per diem* expenses of up to three Union negotiators. Moreover, even if the Union is unable to afford the cost of a fourth bargaining-unit team member, given that a national NFFE representative will be in attendance, it would still have an equal number of negotiators at the bargaining table. Conducting the negotiations in the San Francisco Regional Office is also consistent with a long-established Region-wide practice whereby all mid-term and successor CBA negotiations have been held at this location. The proposal also gives the Union team member from Phoenix sufficient travel options, including authorized non-contract carrier flights, to ensure his arrival on Mondays in plenty of time to attend the 2 p.m. afternoon sessions. Additionally, while management will consider non-contract carrier flights for those team members from Los Angeles, authorizing such flights in advance is unnecessary because there are hourly flights to San Francisco from Los Angeles starting at 6 a.m., and may be inconsistent with established HUD policy and travel rules and regulations. Finally, its offer of official time, including the use of any time that remains from the 320-hour bank, is more than sufficient for the Union's negotiators to prepare during the weeks between bargaining sessions. This is particularly true given that the parties agreed to the initial bank of hours with the understanding that most of the Union team's preparation would be done prior to the initial bargaining session.

CONCLUSION

Having carefully considered the evidence and arguments presented by the parties, we conclude that the Employer's final offer provides the more reasonable basis for resolving these issues. Given that the parties have not established any limits on the duration of their negotiations, requiring the Union to pay its own travel and *per diem* expenses if it chooses to have a fourth bargaining-unit team member at the table should provide an additional incentive to expedite the bargaining process. Moreover, if the Union chooses not to include a fourth bargaining-unit team member, the attendance of the national NFFE representative would guarantee that there is an equal number of negotiators on each side. Furthermore, adopting the Employer's proposal on this issue would limit its financial exposure and, ultimately, that of the taxpayer. We also are not persuaded of the need to change the parties' long-standing practice, previously unchallenged by the Union, of conducting the negotiations at the San Francisco Regional Office. While this

requires the Union team to travel on Monday mornings, the ability to use non-contract carrier flights, where appropriate, should ensure that Union team members are present by the 2 p.m. starting time. Finally, providing each Union team member 8 hours of official time per week to prepare for the next week's bargaining session, as well as the use of any remaining bank time, appears to appropriately balance the parties' interests. Accordingly, we shall order the adoption of the Employer's final offer to resolve the parties' impasse.

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 by the Panel's regulations, 5 C.F.R. § 2471.6(a)(2), the Federal Service Impasses Panel, under 5 C.F.R. § 2471.11(a) of its regulations, hereby orders the following:

The parties shall adopt the Employer's final offer.

By direction of the Panel.

H. Joseph Schimansky
Executive Director

July 3, 2008
Washington, D.C.