

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of)	
)	
DEPARTMENT OF DEFENSE)	
NATIONAL GUARD BUREAU)	
OREGON NATIONAL GUARD)	
SALEM, OREGON)	
)	
and)	Case No. 90 FSIP 254
)	
LOCAL 2986, AMERICAN FEDERATION)	
OF GOVERNMENT EMPLOYEES, AFL-CIO)	
)	

DECISION AND ORDER

Local 2986, American Federation of Government Employees, 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 Defense, National Guard Bureau, Oregon National Guard, Salem, Oregon (Employer).

The Panel determined that the case should be resolved through an informal conference by telephone between the parties and Staff Associate Harry E. Jones. If there were no settlement, Mr. Jones was to notify the Panel of the status of the dispute, including the parties' final offers and his recommendations for resolving the matter. Following consideration of this information, the Panel would take whatever action it deemed appropriate to resolve the impasse.

Mr. Jones conducted a telephone conference with the parties on November 21, 1990. During that proceeding, the parties were unable to reach agreement on the outstanding issue. Mr. Jones has reported to the Panel, and it has now considered the entire record.

BACKGROUND

The Employer's mission is to command, control, and supervise Air and Army National Guard units based in the State of Oregon. In this regard, it provides trained and equipped

units, capable of immediate mobilization, for response to either state or national emergencies. The bargaining unit consists of approximately 725 employees, the majority of whom are employed as Wage Grade civilian technicians. The parties are covered by a collective-bargaining agreement which is due to expire in June 1992.

In 1987, the Oregon National Guard received approval from the National Guard Bureau to construct a new headquarters/armory complex. Construction of the facility, which was completed in October 1989, was funded with a combination of State and Federal funds. As the project was nearing completion, the Adjutant General of the Oregon National Guard determined that the existing parking facility should be expanded; this enhancement included the paving, lighting, and landscaping of an area immediately adjacent to the existing facility. Because there was no money available from the appropriated funds for this additional work, the Employer obtained authorization from the State of Oregon "Emergency Board" to divert \$67,650 from its operational maintenance budget to cover the cost of the improvements. Emergency Board approval was given based on a commitment from the Employer that the monies would be recouped through the implementation of parking fees.

ISSUE AT IMPASSE

The issue is whether the approximately 120 bargaining-unit employees assigned to the headquarters complex should pay for parking.

a. The Employer's Position

To recoup the \$67,650 budget shortfall, the Employer proposes that employees be charged for parking at the rate of \$10 per month for a reserved parking space and \$5 per month to park in the reserved parking area. Under its plan, parking fees would remain in effect until such time as the budget shortfall is recouped. Moreover, if the money is not recovered, the agency may not be able to maintain existing facilities adequately. Finally, the proposal maintains equity with those Federal and State employees who are required to pay for parking in urban areas of the State.

The Union's proposal, on the other hand, does not recognize that employees were provided with an upgraded facility and, therefore, should shoulder the costs of construction. Moreover, its reliance on the Panel's decision in Department of Veterans Affairs, Washington, D.C. and National VA Council, American Federation of Government Employees, AFL-CIO, Case Nos. 90 FSIP 32 and 57 (1990), Panel Release No. 292 (Veterans Affairs), is misplaced. According to the Employer, the instant case is distinguishable because its employees have never been charged a parking fee.

b. The Union's Position

The Union proposes that parking continue to be free; thus, the status quo should be maintained. In this regard, the existing parking facility was sufficient and the newly-created facility is not even used. Because the lot was expanded only for "aesthetic" or "cosmetic" reasons, it would be unfair to assess employees a parking fee to offset construction costs. Further, no other State or Federal employees in the immediate area (which is on the outskirts of Salem, several miles from the downtown area) are required to pay for parking. Moreover, an informal survey of other National Guard Bureau headquarters facilities reveals that other similarly-situated employees have free parking. Finally, its proposal is consistent with the Panel's decision in Veterans Affairs in which a union proposal seeking to maintain free parking was adopted.

CONCLUSIONS

Having considered the evidence and arguments in this case, we conclude that the impasse should be resolved on the basis of the Union's proposal. In this regard, we are persuaded that the expanded parking facility provides no significant additional benefits to employees. In our view, charging employees a parking fee to offset construction costs under the circumstances of this case would be inherently unfair. Moreover, according to the Union's uncontested informal survey, it appears that other similarly-situated employees have free parking. Finally, we are convinced that the benefits in morale and savings to employees which should result from a continuation of the parties' past practice outweigh the loss of fees to the Employer.

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:

The parties shall adopt the Union's proposal.

By direction of the Panel.



Linda A. Lafferty
Executive Director

February 15, 1991
Washington, D.C.