

In the Matter of

SOCIAL SECURITY ADMINISTRATION
POCATELLO FIELD OFFICE
POCATELLO, IDAHO

and

LOCAL 3937, AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, AFL-CIO

Case No. 11 FSIP 43

ARBITRATOR'S OPINION AND DECISION

The Social Security Administration, Pocatello Field Office, Pocatello, Idaho (Employer or SSA) and Local 3937, American Federation of Government Employees, AFL-CIO (Union) jointly 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.

After an investigation of the request for assistance, which arose during negotiations over the relocation of the Pocatello Field Office, the Panel directed the parties to submit their dispute to the undersigned for telephone mediation-arbitration. The parties were informed that if a settlement were not reached during mediation, I would issue a binding decision to resolve the dispute. On March 2, 2011, telephonic mediation-arbitration was conducted with representatives of the parties but the mediation portion of the proceeding failed to result in a voluntary settlement. Accordingly, I am required to issue a final decision resolving the parties' dispute. In reaching this decision, I have considered the entire record in this matter.

BACKGROUND

The Employer's mission is to administer retirement, Medicare, disability, survivor, and supplemental security income programs. Nationwide, the Employer operates approximately 1,300 field offices which serve members of the public. The Union at the national level represents a bargaining unit consisting of approximately 50,000 employees. Currently, there are 12 bargaining-unit employees in the Pocatello Field Office, who hold positions as claims and service representatives. The

parties are covered by a master collective-bargaining agreement that was scheduled to expire on August 15, 2009, but has been continued until a successor agreement is negotiated and implemented.

ISSUE AT IMPASSE

The parties essentially disagree over whether the floor plan for the Pocatello Field Office should contain the front-end-interviewing (FEI) design proposed by the Union or the "permanent-workstation-with-a-barrier wall" (PWBW) design proposed by the Employer.

POSITIONS OF THE PARTIES

1. The Union's Position

The Union proposes that the FEI design continue to be used when the Pocatello Field Office is relocated. Under its proposed floor plan, service and claims representatives would interview members of the public at seven workstations in the reception area and on a hallway that is at a right-angle to the reception area.^{1/} The interviews would be conducted through openings/windows in the workstations which would serve as a barrier wall between the public and the interior of the office. In addition, there would be 14 MA-95 workstations in the interior of the office where service and claims representatives are permanently assigned.

The FEI design has been used since the 1980's when SSA realized that it was unsafe to have the public "inside" employee workstations. In fact, when SSA initially considered relocating the Pocatello Field Office 5 years ago, it planned to continue the FEI design. The Union contends that management's recent decision to switch to the PWBW design is inconsistent with the preferences of employees, who want permanently assigned workstations in the interior of the office that are out of public view where they can perform their duties in a quiet area when not conducting interviews. Particularly in larger field offices, it is a hardship constantly to be in front of the public, as would be the case under the PWBW design. Among other things, members of the public would be more likely to overhear

^{1/} Four of the workstations are labeled E-95; the other three are not labeled but appear to be X3-95 workstations.

private conversations and, since employees often have folders in front of them when performing their duties, if they temporarily leave their workstations to find necessary information there would be a higher likelihood of theft and access to personally identifiable information (PII). This is of particular concern to employees because the loss of PII can lead to disciplinary action.

In addition to enhancing working conditions by addressing significant employee interests, the Union alleges that its proposed FEI design is at least as efficient as the Employer's. In this regard, there is no merit to management's claim that the PWBW design is better able to accommodate the needs of the public. A ratio of one interview station for every two employees has worked in the past to meet the public's needs at any given time and the notion that there has been a problem with unexpected influxes of members of the public at the Pocatello Field Office is untrue. For these reasons, the supposed flexibility of the PWBW design is insufficient to force employees to be permanently assigned to workstations at the barrier wall for the next 15 years. Another one of the Employer's key arguments for adopting the PWBW design is cost. Using the Employer's own estimates, however, based on the proposed floor plans that were discussed during the mediation-arbitration proceeding, the difference in cost between the parties' proposals would be approximately \$57,000.^{2/} Amortized over the 15-year lease period, the cost differential does not justify the hardship the PWBW design would inflict on employees. In conclusion, the FEI design has been SSA's way of doing business at the Pocatello Field Office for the past 15 years, and the Employer has failed to demonstrate the necessity for switching to the PWBW design.

2. The Employer's Position

Under the Employer's proposed PWBW floor plan, service and claims representatives would interview members of the public at

^{2/} Each side modified its final offer after the conclusion of the mediation-arbitration proceeding. Based on the cost estimates presented by the Employer at the hearing, it appears now that the difference between the parties' proposals is somewhere between \$46,000 and \$48,000, depending on the type of additional workstations that would be purchased if the Union's final offer were adopted.

13 MA-95 workstations in the reception area and on a hallway that is at a right-angle to the reception area.^{3/} As in the Union's proposed floor plan, interviews would be conducted through openings/windows in the workstations which would serve as a barrier wall between the public and the interior of the office. The primary difference between the parties' proposals is that employees would be permanently assigned to these workstations where they would continue to perform their duties when not interviewing members of the public.

Overall, the Employer asserts that the PWBW design offers greater flexibility and efficiency in meeting SSA's mission and is less costly than the FEI design proposed by the Union. As to flexibility and efficiency, by being permanently stationed at the barrier wall employees would be directly available to serve the public on an as-needed basis. When not conducting interviews, employees would simply roll down the metallic shutter at their service window and perform their other duties. There would be no need to walk from the interior of the office to an FEI workstation to conduct interviews, or to log on and off computers every time employees move between different workstations. The PWBW design also would provide more flexibility than the FEI design to address future changes in service requirements. Turning to the issue of costs, the Employer's proposed floor plan has the same number of MA-95 workstations as the Union's, but no additional interview workstations. Based on the proposed floor plans that were being discussed during the mediation-arbitration proceeding, the Union's would cost approximately \$57,000 more than the Employer's.^{4/} The difference in cost is significant given that the additional interview workstations proposed by the Union are unnecessary.

The Employer has been sensitive to the privacy and security interests expressed by the Union throughout the parties' negotiations, agreeing to install Plexiglas shields at the openings/windows, staggering the location of the workstations to minimize noise, and offering to provide white noise machines and to permit employees to wear earphones when they are not interviewing the public. As to the Union's concern regarding

^{3/} The Employer's floor plan also includes a 14th MA-95 workstation in the interior of the office.

^{4/} See footnote 2.

the public's unauthorized access to PII, management is not aware of any disciplinary actions that have been taken against employees at the Pocatello Field Office involving PII disclosure and this is unlikely to change under the PWBW design. In this regard, conversations can be overheard and due diligence must be exercised regardless of which office configuration is used. In sum, the Employer maintains that, given the clear advantages of the PWBW design in terms of efficiency, flexibility and cost, its proposed floor plan should be adopted to resolve the parties' impasse over the relocation of the Pocatello Field Office.

CONCLUSIONS

After carefully reviewing the arguments and evidence presented during the mediation-arbitration proceeding, I conclude that, on balance, the Employer's floor plan provides the more reasonable basis for resolving the parties' impasse. In my view, the Employer appears to have met all of the Union's objections to the PWBW design except for unit employees' preference for the FEI design and the Union's fear that SSA will attempt to introduce PWBW in all future field office moves and renovations.

In this regard, the Union's concerns with respect to privacy and noise have been addressed through offers to purchase white noise machines, to permit employees to play radios using wireless earphones, and through the installation of metal shutters, Plexiglas shields, and the staggering of the alignment of MA-95 workstations at the barrier wall. Moreover, MA-95 workstations appear better for holding confidential interviews than the E-95 workstations proposed by the Union. Contrary to the Union's belief that the Employer's configuration would result in a situation where claims representatives are "chained to their desks," they would be permitted to change their immediate environment and to use the training and private interviewing rooms when these are available. In addition, the Employer's floor plan includes wider aisles than it initially proposed which also should serve to reduce noise, increase privacy and give the security guard a better view.

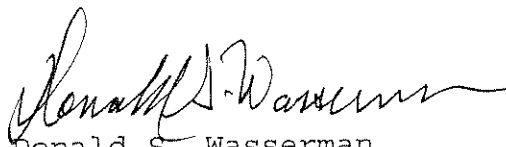
As to the Union's position that the PWBW design would decrease employees' ability to protect PII, I am persuaded that this concern is exaggerated. The FEI design was instituted in an era where there were far more paper files and less electronic

storage of information than exists today. In fact, because the PWBW design proposed in this case requires less movement from workstation to workstation, it should provide greater security for data on computers and in paper files. While the Union's proposed floor plan would be slightly more expensive than the Employer's, this aspect of the dispute is not sufficient enough to be decisive. Far more significant are the advantages the Employer's configuration provides in terms of flexibility and room for expansion. It should be easier for claims representatives to fill in for service representatives to do initial interviews in privacy if many members of the public arrive at same time, cutting waiting times and service counter overcrowding. The entire work area would be less crowded because the Employer's layout calls for seven fewer workstations than the Union's and less equipment. There also would be less lost time shuffling between offices.

Finally, it should be noted that this decision is based only on the totality of circumstances that were presented for my consideration in this case and is not intended to influence the outcome of other situations. It very well may be that the FEI design would be a more effective layout in other field offices.

DECISION

The parties' shall adopt the Employer's proposed floor plan to resolve their impasse over the relocation of the Pocatello Field Office.


Donald S. Wasserman
Arbitrator

March 11, 2011
Washington, D.C.