In the Matter of

SOCIAL SECURITY ADMINISTRATION
ALEXANDRIA FIELD OFFICE
ALEXANDRIA, MINNESOTA

and

LOCAL 3129, AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES, AFL-CIO

Case No. 13 FSIP 48

ARBITRATOR'S OPINION AND DECISION

Local 3129, American Federation of Government Employees (AFGE/Union), filed a request for assistance on February 5, 2013, concerning issues the parties could not resolve during their negotiations over the relocation of the Alexandria, Minnesota Field Office. The Social Security Administration's (SSA or Employer's) mission is to administer retirement, Medicare, disability, survivor, and supplemental security income programs. There are currently eight bargaining unit employees (BUEs) in the Alexandria Field Office, six Claims Representatives (CR) and two Service Representatives (SR). CRs and SRs meet with members of the public who file claims for SSA-managed benefits to process their claims. During these interviews, CRs and SRs gather information from their customers to determine their status and/or their entitlement to various SSA benefits. Alexandria BUEs are represented by AFGE Local 3129 in Minneapolis, Minnesota. They are part of a nationwide consolidated bargaining unit consisting of approximately 50,000 employees and are covered by a 3-year National Agreement (NA) that took effect on July 16, 2012.

BARGAINING HISTORY

The parties bargained for 14 hours on 2 days - November 14 and 15, 2012 - at the current Alexandria Field Office.[1/] The Union proposed two floor plans and three

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1/ Pursuant to Article 4, § 5.B. of the NA, the parties are limited to 2 days to complete bargaining and mediation on management initiated mid-term changes unless, by mutual consent, they agree to extend the deadlines (Article 4 §6). Around the time of the parties' local negotiations, the parties at the national level convened a joint workgroup to discuss the many workstation and furniture issues (*e.g.*, safety, ergonomic, efficiency, cost) confronting SSA offices nationwide. A hiatus was placed on all space negotiations but, when the discussions eventually broke down, local parties returned to, or initiated, bargaining over any space negotiations in their span of control.

Memoranda of Understanding (MOU). The Employer responded with one floor plan, its last best offer (LBO) on November 14. On January 18, 2013, the parties met with a Federal Mediation and Conciliation Service (FMCS) mediator for approximately 2 hours. The mediator concluded that voluntary efforts to resolve the parties' disagreements were exhausted and referred them to the Federal Service Impasses Panel (Panel) on January 24, 2013.

Following investigation of the Union's request for assistance, the Panel determined to assert jurisdiction under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7119, and directed that the dispute be resolved through mediation-arbitration with the undersigned, Panel Member Edward F. Hartfield. The parties were informed that if a settlement was not reached during mediation, I would issue a binding decision to resolve the dispute. Consistent with the Panel's procedural determination, on May 6, 2013, I conducted a mediation-arbitration proceeding by telephone and videoconference with representatives of the parties.[2/] During the mediation phase, the parties were unable to resolve their dispute thereby requiring the undersigned to convene the arbitration portion of the proceeding. Arbitration offered the parties the opportunity to present their case including the opportunity to provide any additional exhibits, evidence, and testimony. Both parties indicated a desire to submit post-hearing documents and agreed to submit the documentation to the Panel's offices by May 14, 2013, at which time the record was closed. In reaching this decision, I have considered the entire record in this matter, including the parties' final offers and submissions made at the hearing.

ISSUE

While the parties have agreed to the MOU that will accompany the floor plan, they have not been able to agree on a floor plan primarily because of their fundamental dispute over whether the Alexandria Field Office should install Permanent-Workstations-at-a-Barrier-Wall (PWBW) or Front-End Interviewing (FEI) workstations in the new location.

COLLATERAL MATTERS

As of the date the record was closed, there were no grievances, unfair labor practice charges or negotiability appeals pending that relate to the issues before the Panel. Although the Employer could have relied on American Federation of Government Employees, Local 1164 and Social Security Administration, 66 FLRA 112 (2011) to conclude that in a small office like Alexandria "the burdens on management's rights to determine the methods and means of performing work" outweigh the benefits to employees of an FEI workstation design, it did not raise any jurisdictional issues during the mediation-arbitration proceeding.

2/ Despite some technical difficulties, the parties and I were able to see each other via Go To Meeting software for the majority of the hearing.

PARTIES' POSITIONS

Before convening the hearing on this matter, I requested the parties to provide final statements of position for the Arbitrator.

A. The Union's Position

The Union's position is that there is no reason why the traditional FEI work area cannot be retained at the Alexandria Office's new location. There is no need for a barrier wall in a safe little town like Alexandria and in an office staffed by only eight BUEs. Based on conversations with its BUEs, the Union's Representative drew up four different floor plans. The employees – none of whom voiced fear of, or need for, separation from the public – chose the traditional FEI floor plan. The Employer neither countered nor rejected the Union's first proposal (U1) when it was presented. Instead, its Chief Negotiator expressed concern that there was not enough room at the new location for the more spread-out layout required by a traditional FEI floor plan. The parties agreed to work on a floor plan jointly to see if they could fit an FEI into it that met each side's needs. Together, they modified the Union's proposal and created another FEI floor plan with which both were satisfied. However, when the Employer faxed it for approval to SSA's Regional Office, it was rejected; and the Employer returned with a PWBW floor plan from which no movement was made for the duration of the negotiations.

During the mediation portion of the proceeding, the Union referenced a May 28, 2012, report produced by three architectural companies and commissioned by SSA known as "The Bell Report," which found three major problems with "adjustable computer tables" used in the PWBW design: (1) they "do not accomplish (their) intended goal and employees are not trained to use them properly"; (2) they are "too deep to use as a transaction desk, causing muscle strain from stretching to reach the transaction window"; and (3) their use as a transaction desk results in "misalignment with window sill or customer desk, causing strain from lifting and reaching over different surface levels."

B. The Employer's Position

The Employer's position is that, particularly in small offices where space can be at a premium,[3/] the PWBW's tightly knit layout makes the most efficient use of floor space. This is primarily because only one workstation is required for each employee. The PWBW is also cheaper because the Employer does not have to provide two workstations for each employee – each of which consists of an adjustable and a fixed desk, a file cabinet or additional small table, a computer and a phone. Because fewer desks and computers are

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3/ A Labor and Employee Relations Specialist (LERS) from SSA's Chicago Regional Office was the Employer's Chief Spokesperson during the mediation-arbitration proceeding. He did not know whether space would be an issue at Alexandria's new location. The Employer's Chief Negotiator, who also participated in the proceeding, was silent, presumably because, having drawn an FEI floor plan in the space allotted, he knew space was not an issue.

necessary, less electrical wiring will be required for PWBW workstations and licensing costs for software will be decreased. Finally, because they do not have to move from desk to desk to accomplish their work, PWBW workstations allow employees to work more efficiently.

In support of its position, the Employer makes the following arguments. First, the need to transport files and other materials from the FEI workstation to the employee's adjudication workstation is eliminated, thereby resulting in a reduced likelihood for materials to be lost in transition and not returned to other areas of the office. Second, the elimination of FEI workstations will eliminate the need to find employees who have not logged off before another employee can access the station to conduct an interview. The Employer argues that in several other offices employees have used this practice to reserve an FEI workstation resulting in delays of service to the public. Third, the Employer maintains that the PWBW arrangement facilitates team-building and providing assistance to peers. Fourth, PWBW also has an advantage in providing permanent seat assignments that ensure supervision and security oversight. Fifth, the combination of interview workstations with permanent workstations results in cost savings due to reduced equipment, software, wiring, and maintenance costs. Sixth, management believes that its plan helps to protect client personal information better than the plan proffered by the Union. The Employer believes that the Union plan makes exposure of client personally identifiable information (PII) much more likely.

DISCUSSION

This issue revolves around the parties' preferences for two different designs, the FEI and the PWBW. There are several major factors that leave a lasting impression on me. First, when the parties negotiated at the local level, they reached agreement on an FEI floor plan for the new office. This issue would not now be before me in arbitration if Regional Management had accepted the tentative agreement. The fact that the parties had reached a tentative agreement on the FEI floor plan is significant because it reinforces the Union assertion that the current floor plan works well in their particular office setting. Second, as the Panel continues to receive similar cases from other SSA offices and their labor counterparts around the country, a *guiding principle that emerges is the fact that one size does not fit all.* Different offices in different locations with different client populations and different circumstances require different office floor plans and arrangements.

Third, it is clear to me that the parties are as concerned with the possible precedential value of this case to other Minnesota and/or Midwest office relocation or remodeling efforts as they are with the specific needs of the Alexandria office. The parties are clearly concerned that as Alexandria goes, so will go the rest of Minnesota.

While this Arbitrator understands and respects that shared concern, the decision that follows will be based only on the facts and arguments presented regarding the specific circumstances of the Alexandria office, the specific subject of the dispute brought before the Panel.

It is appropriate to begin the analysis with a review of management's arguments, since it is proposing to change the current office layout. At the outset, the Employer mentions that there is no longer a need for employees to transport their files and materials from the interview workstation to their permanent one. It further mentions that this will help reduce the likelihood that materials will be lost. I cannot find, however, anywhere in its presentation, any indication that it has experienced a problem in the Alexandria Field Office with lost files or materials. Similarly, it argues that in a PWBW arrangement, it will no longer be necessary for employees to log on to or off the interviewing workstation; nor will it be necessary for them to spend time and energy locating employees who have left the workstation without logging off, thereby "reserving it" for themselves or causing a delay in servicing the public's needs. Management cites a theoretical "operational inefficiency" that this problem produces. If this has been a problem to date, I find no supporting evidence to justify its concerns.

Management also refers to the advantages posed by the PWBW set up in training and supervising employees due to the proximity of the workforce. Once again, not only is there no testimony or information presented that this has ever been a problem in the past, but I find this argument unpersuasive for other reasons. First, if an employee is going to be trained, I expect that management will assign the trainer to sit close to the trainee, regardless of where they are seated. Second, just how difficult a problem do supervisors face in an office where they are responsible for eight BUEs? Finally, statements provided by the Union from individuals in offices that had implemented the PWBW design indicated a feeling of isolation from their colleagues, rather than a design that is conducive to camaraderie.

Management emphasizes the advantage of their design in protecting PII or assuring against the inadvertent disclosure of PII. They have not cited any difficulty with this issue in the current office design nor provided any indication that it has been a problem at the Alexandria Field Office.

The Employer also expresses a concern that the Union plan eliminates a reception counter window, and since the majority of the in-office visits are reception level transactions, this poses a concern. I am troubled by the Employer's reliance on this argument: if the majority of in-office visits are indeed reception level transactions, then why is the Employer resisting the FEI design - the preferred choice of the employees - so strongly? Also, since there are so few actual interview visits per month at the Alexandria Field Office, why wouldn't the office simply designate an FEI workstation as a second reception window? Since the Union proposal contains five FEI workstations, this should provide additional flexibility in servicing clients' needs. In fact, looking at the data that identifies the number of office interviews per month, and adding the projected trend towards an increasing number of on-line interviews, it is difficult to understand the management opposition to maintaining the FEI design. Indeed, in reviewing the number of office visits submitted recently by the parties, the actual visits seem to comprise a very small percentage of the workload in a month.

The final argument presented by the Employer is that the PWBW design will result in cost savings because it will not have to spend money on extra workstations, hardware, software, and other costs associated with maintaining both FEI areas and separate adjudication workstations for employees. The PWBW arrangement, therefore, results in a reduction of equipment costs that is consistent with the overall policy in the Federal Government to reduce space and physical assets. The Employer cites an initial equipment cost of $16, 470 associated with maintaining separate work areas, and refers to additional projected expenses including furniture repair and replacement, computer repair and replacement, and software renewal costs. In an era of budget pressures resulting in the need for space and expenditure reductions, the Employer's concerns are understandable. What the Employer does not raise, however, is the need to purchase the new M-95 workstations that would be required for a PWBW work arrangement.

This Arbitrator is more concerned with the potential loss of productivity and efficiency that is likely to result from implementing the PWBW design in the Alexandria Field Office. To begin with, it is the choice of the employees to retain their current design. Implementing a new arrangement that clearly goes against their preferences will complicate the move to the new location. Second, the FEI design is obviously working in the Alexandria Field Office. In reviewing the data about Alexandria productivity and efficiency, employees already appear to be exceeding the average processing times in a number of the primary public service metrics including: (1) disability claims; (2) timeliness of payment of retirement claims; (3) timeliness of payment of SSI claims; (4) SSI overpayments; (5) SSI Windfall Offset Diaries for aged claims; and (6) Work Continuing Disability (CDR) Goals. This situation argues strongly against the Employer's argument that the PWBW arrangement will provide more productivity and efficiency.

In addition to preserving the Field Office's high level of productivity and efficiency, however, I am also concerned with the Union's argument about the need to maintain a separate space for employees to review documents, regulations concerning eligibility, and procedures in order to adjudicate claims. In the PWBW design, employees will be sitting together constantly, not only during interviews, but also during the necessary telephone work that will accompany much of the work that they do. The Agency's offer to provide headphones and extra insulation is admirable and should be adopted regardless of the final arrangement. I do not believe that the PWBW design is, by definition, conducive to good concentration and analysis necessary for claims adjudication.

While the Agency makes an important argument regarding cost savings, I believe these savings will be outweighed by gains associated with maintaining the productivity, efficiency, and quality work associated to date with the private space away from the interview area for analyzing and adjudicating claims. Moreover, the Union points out that there is an abundance of surplus equipment and furniture at offices in the Region. If so, that should greatly reduce the initial cost expenditure to the Agency.

DECISION

Pursuant to the authority vested in me by the Federal Service Impasses Panel under 5 U.S.C. § 7119, I hereby order the parties to resolve this dispute by adopting the floor plan submitted by the Union in its final offer.

Edward F. Hartfield
Arbitrator

July 12 , 2013
St. Clair Shores, Michigan