66 FLRA No. 24

AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 1164
(Union)

and

SOCIAL SECURITY ADMINISTRATION
(Agency)

0-NG-3055

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DECISION AND ORDER
ON A NEGOTIABILITY ISSUE

September 16, 2011

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Before the Authority: Carol Waller Pope, Chairman, and Thomas M. Beck and Ernest DuBester, Members

I. Statement of the Case

This matter is before the Authority on a negotiability appeal filed by the Union under § 7105(a)(2)(E) of the Federal Service Labor-Management Relations Statute (the Statute). The petition for review (petition) involves one proposal concerning an office relocation and floor plan.[1] The Agency filed a statement of position (SOP), to which the Union filed a response (response), and the Agency filed a reply to the response (reply).

For the reasons that follow, we find that the proposal is outside the duty to bargain. Accordingly, we dismiss the petition.

II. Background

The employees at the Agency's Newport, Rhode Island field office (Newport office) collect and process information related to Social Security number applications, Social Security retirement and disability benefits, Medicare, and Supplemental Security Income. SOP at 3. In addition to managing electronic information and paper documents, the employees conduct face-to-face and telephonic interviews with members of the public. *See id.*; Response at 4. Currently, all six Newport office bargaining unit employees (employees) have individually assigned cubicle workstations. *See* Petition at 3; SOP at 3; Response at 11. Four of those six employees perform all of their work, including face-to-face interviews, at their cubicle workstations. *See* Petition at 3; SOP at 3. The remaining two employees perform all of their work at either their cubicle workstations or a front reception window. *See* Petition at 3; SOP at 3.

The Agency informed the Union of its plan to relocate the Newport office. Record of Post-Petition Conference (Record) at 1. The Agency also informed the Union that the new office location would include an Interview Barrier Privacy Wall (IBPW), which would separate employee work areas from publicly accessible areas, such as the waiting room. *See* Petition at 3; SOP at 4; Response at 10-11. In addition, the Agency provided the Union with the Agency's floor plan for the new office location (Agency's plan), which showed, among other things, the Agency's intended arrangement of employees' workstations in relation to the IBPW. *See* Petition, Attach. 5 (Agency's plan illustration);[2] Response at 10-11. In response, the Union put forth the proposal at issue here, which would replace the Agency's plan with a floor plan designed by the Union (Union's plan). *See* Petition at 3 (proposal wording); *id.*, Attach. 4 (Union's plan illustration).[3]

Both parties' plans for the new office location are similar in several respects. First, they both incorporate an IBPW, which the current location does not have. *See* Petition at 3; SOP at 4; Response at 10-11. Second, under both plans, employee workstations are mounted against the IBPW on one side, and, on the other side – at points that are adjacent to the employee workstations – there are seats for members of the public who are being interviewed. *See* SOP at 4; Response at 6, 11. Third, in both plans, between each IBPW-mounted workstation and the adjacent public seating area, there is a "three feet by three feet opening[]" in the IBPW (IBPW window), which enables employees at the IBPW-mounted workstations to conduct face-to-face interviews while maintaining the overall separation

[1] After the Union filed its original petition, but prior to the post-petition conference (PPC) and the Agency's filing of its statement of position, the Union submitted a revised petition. *See* Apr. 6 Petition. We note, in this regard, that a union may amend its petition, including the wording of disputed proposals, before and during a PPC. *E.g.*, *AFGE, Local 3584, Council of Prison Locals C-33*, 64 FLRA 316, 316 & n.3 (2009) (union added wording to proposal at PPC); *AFGE, Local 1226*, 62 FLRA 459, 459 n.1 (2008) (union narrowed petition from seven to five proposals). At the PPC, the parties confirmed that the proposal in dispute is "accurately set forth in the Union's petition for review *dated April 6*[.]" Record of PPC at 1 (emphasis added). Consequently, all further references to the "petition" are to the revised version.

[2] The Agency's plan illustration is reproduced at the end of this decision as Attachment 1.

[3] The Union's plan illustration is reproduced at the end of this decision as Attachment 2.

between employee work areas and publicly accessible areas. SOP at 3. Finally, in both plans, each IBPW window is "equipped with a roll[ing] . . . shutter" that can be opened to conduct interviews and closed when interviewing concludes. SOP at 4; *see id.*, Attach., Ex. 9 (design drawing of IBPW window and shutter); Response at 5, 6 (stating that IBPW windows and shutters are the same in both parties' plans).

Under the Agency's plan, the employees' only workstations are those mounted against the IBPW; consequently, employees must perform all of their work – including, but not limited to, their interviews – at those stations. *See* Petition at 3 (under Agency's plan, "all employee workstations" are along IBPW); SOP at 4. In particular, the Agency's plan assigns each employee an IBPW-mounted, "MA-95" workstation for his or her exclusive use.[4] *See* SOP at 4 (explaining Agency's decision to use MA-95 workstations specifically). Because the Agency's plan requires every employee to perform all of his or her work at an IBPW-mounted workstation, the plan does not include a separate front reception window. *See* Petition at 4; SOP at 4.

The Union's plan, which differs from the Agency's plan in various respects, is discussed in further detail below.

III. Preliminary Issue

The Agency requests that the Authority amend the PPC record. *See* SOP at 1-2. In this regard, the Agency asserts that the record omits certain statements by the Union concerning the proposal's effects on office furniture and equipment. *See id.* The Union denies making those statements and disputes their portrayal of the proposal's effects. *See* Response at 1-2. Because the Agency seeks to attribute statements to the Union that the Union denies making, and considering that the parties' positions regarding the effects of the proposal appear in detail in their other filings, we deny the Agency's request to amend the record.

IV. Proposal

A. Wording

> The final floor plan approved by the parties is attached to this MOU. The workstations along the [IBPW] are interviewing workstations. Employee[s'] back end workstations are along the exterior wall as indicated on the [Union's] plan.[5] A plotted floor plan identifying employees' seat/workstation locations will also be provided to the Union when available.

Petition at 3.[6]

B. Meaning

The Union explains, and the Agency does not dispute, that the proposal has the following meaning:

In contrast to the Agency's plan, the proposal would require that the new office location use a "hybrid front-end interviewing [FEI] floor plan[.]" Record at 1. The first sentence of the proposal makes the Union's plan illustration, which depicts a hybrid FEI floor plan, part of the proposal itself. *See* Petition at 3 ("[P]roposal is expressed via wording and as the floor plan[.]"); SOP at 2 ("[A]gency understands [that] . . . written proposal includes the proposed Union floor plan[.]").

The second sentence of the proposal (second sentence) indicates that, under the hybrid FEI plan, the workstations mounted against the IBPW are primarily used as "interviewing workstations[]" (FEI workstations). *See* Petition at 3; *see also* SOP at 9 (stating that proposal requires that one set of "workstations . . . be provided as interviewing workstations" and that other work be performed at a different workstation). When an employee needs to conduct a face-to-face interview, the employee chooses an available FEI workstation and then calls the interviewee to sit near the IBPW window for that workstation. *See* Petition at 3; Response at 8. When the interview ends, the interviewee leaves the IBPW-window seating area, and, if the employee has no further interviews to conduct at that time, then the employee may close the shutter on the IBPW window and return to his or her "home" workstation. *See* Record at 2; Response at 6, 11-12. For the use of those two employees who currently conduct some interviews at a front reception window, *see supra* Part II, the proposal maintains that front reception window as separate and distinct from the IBPW-mounted FEI workstations. *See* Petition at 4. Like other employees, those interviewing at the front reception window would also have a "home" workstation at the back end of the office. Petition at 4.

In addition to the FEI or front-reception-window workstations mentioned above, the third sentence of the

[4] "MA-95" is the name of a particular type of workstation setup – i.e., it is the designation for a specific desk model in conjunction with a specific arrangement of other storage areas or units, work surfaces, and privacy panels. *See* SOP at 4; *id.*, Attach., Ex. 2 (design drawing of MA-95).

[5] In its explanation of the proposal, the Union sometimes refers to the "back end workstations" as employees' "home workstations." *E.g.*, Petition at 3, 4; Response at 12.

[6] As explained *supra* note 3, the Union's plan illustration is reproduced at the end of this decision as Attachment 2. *See* Record at 1 (explaining that proposal consists of wording together with illustration).

proposal states that employees would have "back end workstations," Petition at 3, which, as mentioned in note 5 above, the Union alternatively refers to as "home workstations." The back end workstations would be situated alongside the office wall that runs parallel to, but is several feet away from, the IBPW. *See id.* at 3-4. *See also* Attachment 2 to this decision (showing relative positions of FEI workstations and back end workstations). Moreover, the parties explain that the proposal contemplates that the back end workstations would be MA-95 workstations, whereas those mounted against the IBPW would be "K1-95" workstations.[7] *See* SOP at 2-3 (Union's plan uses MA-95 at back end and K1-95 at IBPW); Response at 3, 5 (not disputing use of MA-95 at back end and confirming use of K1-95 at IBPW).[8]

C. Positions of the Parties

1. Agency

The Agency contends that the proposal "clearly and significantly affects" management's rights under § 7106(b)(1) of the Statute (hereinafter, (b)(1)) to determine the methods and means of performing work. SOP at 10; *see id.* at 9-10. The Agency explains that it determined that employees at the new office location should perform their work at a single workstation, just as employees perform their work under the current plan. *Id.* at 9. In this regard, the Agency states that "using one workstation [per] employee[] in an office the size of Newport is the more efficient and effective way of accomplishing the Agency's mission." *Id.* *See also id.* at 4; Reply at 1. The Agency emphasizes that part of its mission is to be open and accessible to the public, *see* SOP at 3 (Newport office "provides service to the public"), 6 (Agency must "fulfill its mission to the public"), and contends that the proposal's inefficiencies would not "promote effective public service," Reply at 1. More specifically, the Agency asserts that a hybrid FEI floor plan would be inefficient in the Newport office because – after considering the additional complications posed by scheduled and unscheduled leave in a small office, *see* SOP at 4; Reply at 1 – there are too few employees to keep the FEI workstations staffed as needed without employees frequently changing workstations. SOP at 9-10; Reply at 1, 2. Because of employees' frequent workstation changes, the Agency argues that employees will waste a significant amount of work time each day, *see* SOP at 9-10; Reply at 1, 2, and "[w]ork will not get done that could otherwise be done," SOP at 4. The Agency adds that, for the reasons just mentioned, it consistently uses single-workstation plans for offices with fewer than eight employees, and in support of that claim, it provides a table listing all of its Boston-region offices along with their staff complements and types of floor plans. *See* SOP at 9; *id.*, Attach., Ex. 3; Reply at 3.

In addition, the Agency argues that it has exercised its (b)(1) rights to determine the methods and means of performing work by selecting the MA-95 workstations for mounting against the IBPW, rather than the K1-95 workstations proposed by the Union. SOP at 9. In this regard, the Agency contends that the MA-95 has more work surfaces and storage space than the K1-95, *see id.* at 8-9; *id.*, Attach., Ex. 1 (design drawing of K1-95); SOP, Attach., Ex. 2 (design drawing of MA-95), which the Agency asserts enables employees to safely place sensitive personal documents that do not pertain to an interviewee on a work surface or in a storage space out of sight of the IBPW window, *see* SOP at 9-10. Further, the Agency asserts that the additional work surfaces of the MA-95 will allow employees to switch quickly between interviewing and non-interviewing work because employees can securely maintain various types of paperwork on the various work surfaces. *See id.*

Moreover, the Agency argues that the proposal impermissibly affects its right to determine its internal security practices under § 7106(a)(1) of the Statute, *id.* at 7; *see id.* at 6-7, and its right to assign work under § 7106(a)(2)(B) of the Statute, *see* Petition, Attach. 1 (allegation of non-negotiability).

Finally, the Agency argues that the proposal is not an appropriate arrangement under § 7106(b)(3) of the Statute (hereinafter, (b)(3)) because it is not an arrangement and, even if it were an arrangement, it is not appropriate. *See* SOP at 8. Specifically, the Agency asserts that its plan does not have adverse effects on employees, and, thus, the proposal cannot be an arrangement to address such effects. *See id.* Further, the Agency asserts that the proposal is inappropriate because it will: (1) "prevent more than one task [from] be[ing] assigned [to employees] at [the IBPW-mounted workstations] due to the limited work surface area" of the K1-95; and (2) "expose the [A]gency to the loss of documents and confidential benefit claims information due to the inability of . . . interviewers to place such materials" on the additional, out-of-sight work surfaces of the MA-95. *Id.* For the foregoing reasons, the Agency asserts that the proposal's "asserted benefits to employees

[7] Like "MA-95," which is discussed *supra* note 4, "K1-95" is the name of a particular workstation setup. *See* SOP, Attach., Ex. 1 (design drawing of K1-95).

[8] We note that the parties do not address the meaning of the fourth sentence of the proposal separately from the other sentences, and, as it is not relevant to determining the negotiability of the proposal, we do not address it further. We also note that, although the Union's plan illustration displays other variations from the Agency's plan illustration in addition to those discussed above, neither party explains the significance, if any, of these additional variations, and we do not address them further.

don't outweigh the burden that the proposal would place on management." Reply at 3.

2. Union

The Union "disagrees with the . . . [Agency's (b)(1)] argument . . . [because] the Union never alleged that its proposal was a (b)(1) proposal." Response at 9. In addition, the Union argues that the proposal is negotiable as a (b)(3) appropriate arrangement, even if it "is related to (b)(1)." *Id.* Although the Union concedes that there are no offices the size of Newport currently using an FEI setup, *id.* at 4, the Union argues that the proposal is nevertheless negotiable under (b)(3) because it would not "'significantly hamper' the ability of [the A]gency to get its job done," *id.* at 9 (quoting *Nat'l Weather Serv. Emps. Org.*, 64 FLRA 569, 569 (2010) (Member Beck dissenting) (*NWSEO*)). According to the Union, the proposal addresses the adverse effects flowing from management's decision to use an IBPW. *Id.* at 10-11. The Union asserts that employees will suffer the following adverse effects from the Agency's plan: (1) the "loss of ergonomic workstations" because, according to the Union, the Agency plans to use IBPW-mounted workstations that cannot be customized for right- and left-handed users; (2) the "loss of personal privacy" because employees' workstations will always be facing the waiting room; (3) increased exposure to noise and infectious diseases owing to employees' constant proximity to the waiting room; (4) the loss of a dedicated reception area; and (5) "lowered employee morale since employees do not want to have to stare at a hole in the wall and a metal shutter for the rest of their careers." *Id.* at 11.

Finally, the Union argues that the proposal is not contrary to management's right to determine its internal security practices. *See id.* at 5-6.

D. Analysis and Conclusions

1. The proposal concerns the methods and means of performing work under § 7106(b)(1) of the Statute.

The Union disagrees with the Agency's (b)(1) argument because, according to the Union, it "never alleged that its proposal was a (b)(1) proposal." Response at 9. Where a union files a negotiability petition alleging that a disputed proposal concerns a (b)(1) matter, the Authority may examine the Union's argument to determine whether the proposal is negotiable at the agency's election under (b)(1). *See AFGE, Council of Prison Locals, Local 171*, 52 FLRA 1484, 1498-1503 (1997). In addition, where an agency asserts that a proposal excessively interferes with management's (b)(1) rights, the Authority may examine that assertion even though the proposing union does not rely on (b)(1) to argue that the proposal is electively negotiable. *E.g.*, *AFGE, Nat'l Council of Field Labor Locals*, 58 FLRA 616, 616-18 (2003) (*Nat'l Council*). Thus, either party to a negotiability dispute may raise (b)(1) matters in its arguments to the Authority. Consequently, although the Union does not rely on (b)(1) to argue that the proposal is electively negotiable, we address the Agency's (b)(1) argument. *E.g.*, *id.*

There are two prongs to the Authority's test used to determine whether a proposal concerns the methods or means of performing work under (b)(1). First, the proposal must concern a "method" or "means" as defined by the Authority. *See, e.g.*, *Gen. Servs. Admin.*, 54 FLRA 1582, 1589 (1998) (*GSA*). In this regard, the Authority construes the term "method" to refer to "the way in which an agency performs its work" and the term "means" to refer to "any instrumentality, including an agent, tool, device, measure, plan, or policy used by an agency for the accomplishment or furtherance of the performance of its work." *Id.* at 1589-90 (citations and footnote omitted). Second, it must be shown that: (1) there is a direct and integral relationship between the particular methods or means the agency has chosen and the accomplishment of the agency's mission; and (2) the proposal would directly interfere with the mission-related purpose for which the method or means was adopted. *Id.* at 1590 (citing *Ass'n of Civilian Technicians, Ariz. Army Chapter 61*, 48 FLRA 412, 420 (1993)).

In addition, the relative importance of particular methods or means of performing work is irrelevant to a determination of whether a proposal concerns the right to determine the methods and means of performing work. *See NTEU, Chapter 83*, 35 FLRA 398, 407-08 (1990). In other words, an asserted method or means need not be indispensable to the accomplishment of an Agency's mission to come within the meaning of (b)(1). *Id.* Rather, it need only be "used to attain or make more likely the attainment of a desired end." *AFGE, Local 2441 v. FLRA*, 864 F.2d 178, 186 (D.C. Cir. 1988) (quoting *N.Y. Council, Ass'n of Civilian Technicians v. FLRA*, 757 F.2d 502, 509-10 (2d Cir. 1985)).

The Agency emphasizes that efficient services are essential for fulfilling its mission to serve the public. *See* SOP at 3, 4, 6; Reply at 1. In that regard, the Agency explains that it has a policy not to use hybrid FEI floor plans in offices with fewer than eight employees because such a setup is inefficient and insecure. *See* SOP at 9; Reply at 3. The table listing all of the Agency's Boston-region offices along with their staff complements and types of floor plans shows that the smallest offices using a hybrid FEI setup have nine employees, *see* SOP, Attach., Ex. 3, and the Union concedes that there are no offices the size of Newport – which has only six employees – currently using FEI workstations,

see Response at 4. In addition, although the Union argues that K1-95 workstations have adequate work surfaces and storage space to serve as FEI workstations, *see* Response at 5, the Union does not dispute the Agency's assertion that the workstations that the Agency plans to mount against the IBPW – the MA-95s – have more work surfaces and storage space than the K1-95. *See* SOP at 8; *id.*, Attach., Ex. 1 (design drawing of K1-95); SOP, Attach., Ex. 2 (design drawing of MA-95). The Agency contends that these features of the MA-95 allow for more secure document storage at the IBPW-mounted workstations and facilitate quick transitions between interviewing and non-interviewing work. *See* SOP at 9-10. Based on the foregoing, we find that the Agency's explanation of its decision to use a single-workstation setup in general, and the MA-95 workstations in particular, establishes that the Agency's determinations in these matters concern the methods and means by which the Agency conducts its work operations.

The Agency explains how the single-workstation setup serves as the method by which the Agency performs its work in offices with fewer than eight employees. The Agency also explains how the single-workstation setup, as used in all of the Agency's offices with fewer than eight employees, functions as a "plan[] or policy . . . for the accomplishment or furtherance of the performance of its work" with the public. *See GSA*, 54 FLRA at 1589-90. In addition, the Agency details its reasons for selecting the particular tools and devices that make up the MA-95 workstation, rather than the K1-95 workstation, for mounting against the IBPW, and, in that regard, the Agency also explains how the MA-95 workstations enable the Agency to fulfill its mission to serve the public in an office with only six employees. *See id.* Consequently, we find that the Agency's explanation of its chosen methods and means establishes a direct and integral relationship between those particular methods and means and the accomplishment of the Agency's mission. *See GSA*, 54 FLRA at 1590.

The Union does not dispute the Agency's contention that switching back and forth between workstations to perform different tasks will consume more work time than what is required to transition between tasks in a single-workstation environment. Moreover, the Agency asserts, and the Union does not dispute, that an FEI workstation works more efficiently in offices larger than Newport because larger staff complements allow employees to work for extended periods without interruption at either an FEI or a back end workstation, whereas the six Newport employees would need to spend more work time frequently moving among workstations to staff the FEI area when needed. SOP at 9-10; Reply at 1, 2. As for the choice of the MA-95 workstation rather than the K1-95, the Agency provides design drawings, the accuracy of which the Union does not dispute, showing that the MA-95 provides more work surfaces and secure storage space than the K1-95, *see* SOP, Attach., Ex. 1 (design drawing of K1-95); SOP, Attach., Ex. 2 (design drawing of MA-95), and the Agency explains how those features directly relate to employees' accomplishment of their various interviewing and non-interviewing work assignments, *see* SOP at 9-10. Finally, the Agency explains how the proposal's complete elimination of the single-workstation setup – as well as the proposal's replacement of the IBPW-mounted, MA-95 workstations with K1-95 workstations – would directly interfere with the mission-related purpose for which the Agency chose those particular methods and means. *See GSA*, 54 FLRA at 1590. Based on the foregoing, we find that the Agency has demonstrated that the proposal would directly interfere with the mission-related purposes for which the method or means was adopted.

Therefore, we find that, by requiring the use of a hybrid FEI workstation setup with IBPW-mounted, K1-95 workstations, the proposal concerns the methods and means of performing the Agency's work.

2. The proposal does not constitute an appropriate arrangement under § 7106(b)(3) of the Statute.

In determining whether a proposal is an appropriate arrangement, the Authority applies the analysis set forth in *NAGE, Local R14-87*, 21 FLRA 24 (1986) (*KANG*).[9] Under this analysis, the Authority first determines whether the proposal is intended to be an arrangement for employees adversely affected by the exercise of a management right. *Id.* at 31; *see also U.S. Dep't of the Treasury, Office of the Chief Counsel, IRS v. FLRA*, 960 F.2d 1068, 1073 (D.C. Cir. 1992). To establish that a proposal is an arrangement, a union must identify the effects or reasonably foreseeable effects on employees that flow from the exercise of management's rights and how those effects are adverse. *See KANG*, 21 FLRA at 31. The claimed arrangement must also be sufficiently tailored to compensate employees suffering adverse effects attributable to the exercise of management's rights. *See Nat'l Council*, 58 FLRA at 617-18 (citing *NAGE, Local R1-100*,

[9] In this regard, we note that the *NWSEO* standard cited by the Union was set forth by a reviewing court and applied by the Authority as the non-precedential "law of the case," not adopted by the Authority as an alternative standard for determining whether a proposal constitutes an appropriate arrangement. *See NWSEO*, 64 FLRA at 571. We also note that, in decisions subsequent to *NWSEO*, the Authority has continued to apply the *KANG* standard, not the *NWSEO* standard. *See, e.g., AFGE, Council of Prison Locals 33*, 65 FLRA 142, 146 (2010).

39 FLRA 762, 766 (1991)). If the proposal is determined to be an arrangement, then the Authority determines whether it is appropriate, or whether it is inappropriate because it excessively interferes with the relevant management right(s). *See KANG*, 21 FLRA at 31-33. In doing so, the Authority weighs the benefits afforded to employees against the intrusion on the exercise of management's rights. *Id.*

The Union claims that replacing the single-workstation setup with the hybrid FEI floor plan would benefit employees in several ways. Specifically, the Union claims that employees would not: (1) "lose their ergonomic workstations"; (2) "los[e] . . . personal privacy"; (3) suffer from increased exposure to noise and infectious diseases from the waiting room adjacent to the IBPW-mounted workstations; (4) lose the dedicated reception area; and (5) have to stare at a "hole in the wall" all day. Response at 11. The Agency disputes the first and second of these alleged adverse effects, and it disputes that its plan would increase employees' exposure to noise. *See* SOP at 4, 8. Moreover, the Agency argues without contradiction that Newport employees already work in a single-workstation environment. *Id.* at 9. Even assuming that the proposal constitutes an arrangement under (b)(3), *e.g.*, *AFGE, Local 1164*, 65 FLRA 836, 841 (2011) (assuming arrangement in *KANG* analysis), and that the proposal would have the benefits that the Union alleges, for the following reasons, we find that the proposal is not "appropriate" within the meaning of (b)(3).

With regard to the burdens on management's exercise of its rights, as discussed above, *supra* Part IV.D.1., the proposal would totally eliminate the single-workstation setup chosen by the Agency, and it would replace the Agency's preferred IBPW-mounted, MA-95 workstations with K1-95 workstations. Thus, the proposal would essentially negate the Agency's determinations entirely. In addition, the Agency asserts that the proposal would lessen the Newport office's ability to fulfill its mission to serve the public efficiently in several ways that the Union does not dispute. Specifically, the Agency asserts that: (1) the six employees in the Newport office will use more work time frequently switching between stations – during which they will not be performing assigned work – than would be the case in a larger office that uses an FEI setup; (2) employees who have two different workstations cannot transition between work tasks as quickly as those who remain at a single workstation for all of their work tasks; and (3) employees at the IBPW-mounted workstations will have fewer work surfaces and less secure storage space at the K1-95 workstations than they would have at the MA-95 workstations that the Agency selected.

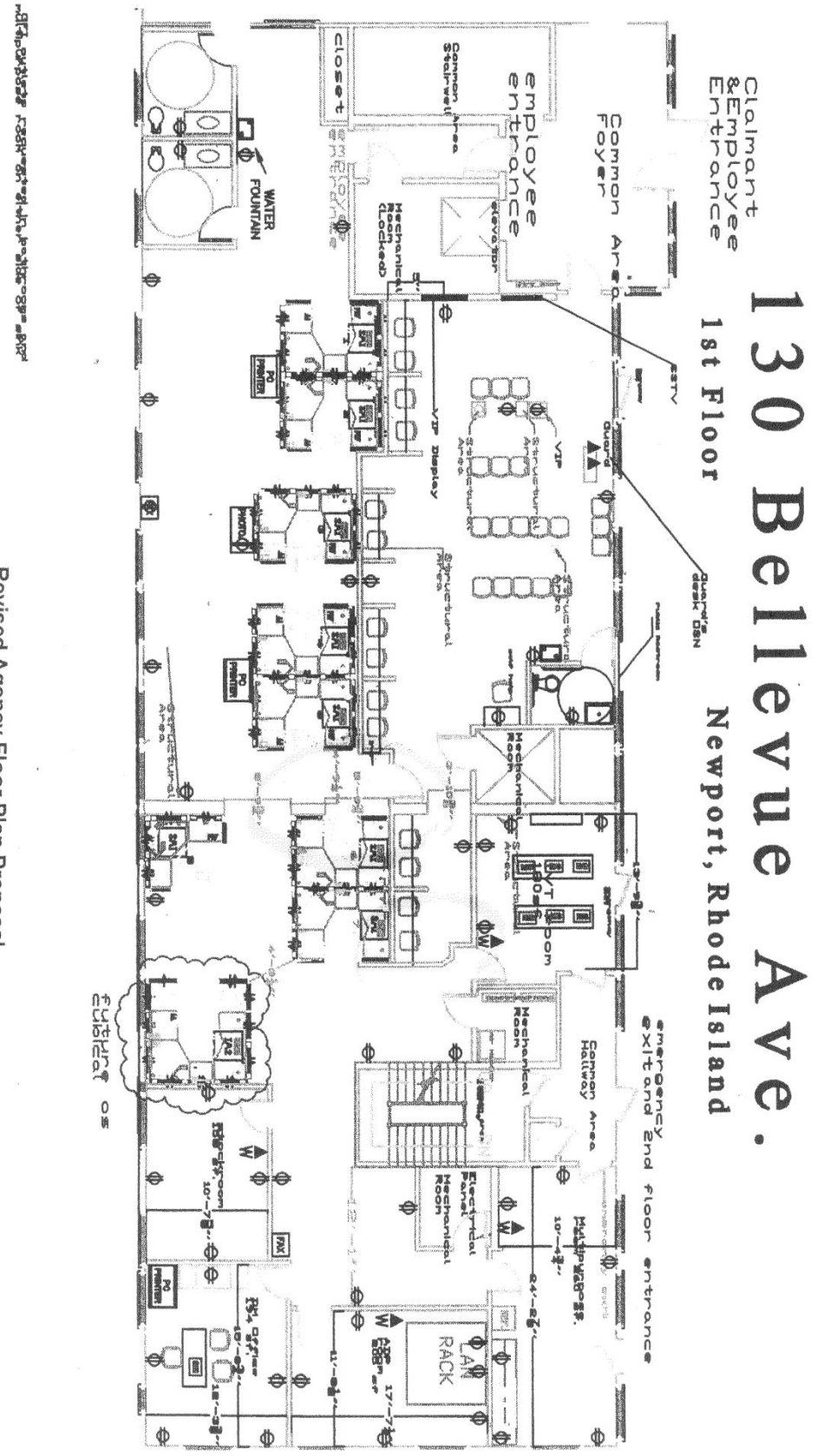
After weighing the alleged benefits afforded to employees – several of which the Agency disputes – against the burdens on management's rights to determine the methods and means of performing work, we find that the burdens on management's rights outweigh the benefits to employees. Thus, the proposal excessively interferes with management's exercise of its (b)(1) rights and is not an appropriate arrangement under (b)(3).[10]

V. Order

The petition for review is dismissed.

[10] Because we find that the proposal excessively interferes with management's rights to determine the methods and means of performing work, the proposal is outside the duty to bargain regardless of whether it is an appropriate arrangement for the exercise of management's right to determine its internal security practices or its right to assign work. *See NTEU*, 64 FLRA 395, 396 (2010) (Member Beck dissenting as to other matters) (citing *NTEU*, 62 FLRA 321, 323-26 (2007) (Chairman Cabaniss dissenting)). Therefore, it is unnecessary to address the proposal's effects on management's rights to determine internal security practices and assign work, and it is similarly unnecessary to address whether the proposal is an appropriate arrangement for the exercise of those rights.

ATTACHMENT 1



ATTACHMENT 2