

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

SOCIAL SECURITY ADMINISTRATION  
VENTURA FIELD OFFICE  
VENTURA, CALIFORNIA

and

LOCAL 2452, AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES, AFL-CIO

Case No. 99 FSIP 142

DECISION AND ORDER

Local 2452, American Federation of Government Employees (AFGE), AFL-CIO (Union) filed a request for assistance with the Federal Service Impasses Panel (Panel) to consider a negotiation impasse under the Federal Service Labor-Management Statute, 5 U.S.C. 7119, between it and the Social Security Administration (SSA), Ventura Field Office, Ventura, California (Employer).

Following an investigation of the request for assistance which involved a dispute over proposed renovations of the Ventura Field Office, the Panel directed the parties to participate in an informal conference with Panel Member Bonnie P. Castrey. The parties were advised that if no settlement were reached, Ms. Castrey would report to the Panel on the status of the dispute, including the parties' final offers and her recommendations for resolving the issues. After considering the report, the Panel would take whatever action it deemed appropriate to resolve the impasse, including the issuance of a binding decision.

Pursuant to the Panel's determination, Ms. Castrey met with the parties on November 17, 1999, at the Employer's facility in Ventura, California, but no settlement was reached. She has reported to the Panel on the remaining issues based on the record developed by the parties. The Panel has now considered the entire record.

### BACKGROUND

The Employer is responsible for administering retirement, Medicare, disability, survivor, and supplemental security income entitlement programs. The Union represents 21 employees who work primarily as service representatives, claims representatives, and field representatives, at grades GS-5 through GS-11. They are part of a nationwide unit of approximately 48,000 employees. The parties are covered by a master collective-bargaining agreement (MCBA) which was to have expired on March 5, 1999. It continues in effect until negotiations over a successor agreement are completed.

### ISSUES AT IMPASSE

The parties disagree over three key issues: (1) construction of a wall to separate the front-end interviewing (FEI) area from the employee work area, (2) placing a privacy wall behind the reception desk, and (3) requiring managers to be responsible for escorting claimants in wheelchairs to and from the employee restroom. On a fourth issue, although the parties generally agree that the training room should be renovated, the Union's final offer contains additional requirements which are addressed in more detail below.

### POSITIONS OF THE PARTIES

#### 1. The Union's Position

The Union proposes a wall that would run from the reception area wall to the outer end of the supervisory module. It would be located to allow a view panel for the security guard to observe both the FEI and reception areas, and would be the same height as the supervisor's module, with a cipher lock installed in the door. Without a wall separating the two areas, an irate and dangerous claimant may enter the general work area and harm employees. Restricting public access to the reception and FEI areas, therefore, would provide a greater degree of safety for employees.

In addition, the Union proposes that the Employer install a solid floor-to-ceiling privacy wall behind the service representative reception desk. The wall is needed because employees working next to the reception desk are distracted by noise coming from the reception area which "affect[s] their concentration [and] ma[kes] the work environment very stressful." A floor-to-ceiling wall would reduce the noise levels and add to

employee efficiency and productivity.

The Union agrees with the Employer's proposal to allow claimants in wheelchairs to use the employee restroom when the public restroom does not meet their needs. However, it also proposes that managers escort claimants to and from the restroom. The employee restroom is in an isolated area and bargaining-unit employee escorts would be left alone with the claimant. Several years ago an employee was accosted in one of the shared bathrooms. This is the primary reason the Employer constructed separate restrooms for the sole use of employees. To require bargaining-unit employees to escort claimants into such an isolated area may place their health or life in jeopardy. Having the security guard escort the claimant is not feasible because his or her post would be left unguarded, which would compound the problems raised concerning safety in the FEI area. In view of the conditions, it is more appropriate for managers to be responsible for escorting the claimants.

The Union agrees that the training room should be renovated. However, in addition it proposes that "SSA will ensure that the room meets all health and safety requirements and is a comfortable setting for training." Bargaining-unit employees should not be required to work in an area which does not meet health and safety requirements. Moreover, it is more efficient to consider health, safety, and comfort issues before the renovations begin rather than potentially incurring high re-construction costs after the work is completed.

## 2. The Employer's Position

The Employer proposes that "there be no changes in the FEI work area and the general work area." The Union's assertions that the office is unsafe and a wall is necessary are unsubstantiated. On the contrary, the Ventura Police Department states that the crime rate in the four block area around the office is "below average." Office records verify that in the last several years there have been only three incident reports.<sup>1/</sup> A wall, however,

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<sup>1/</sup> In this connection, there was an attempted snatching of an employee's purse in the parking lot in 1996, after which the landlord installed outside lights and a floodlight; an irate call to the office by a threatening claimant who also gave his name and address and who took no further action on his threats; and a homeless claimant who became belligerent and

would more likely impede the safety of office personnel. It would hinder the ability of the supervisor, as well as the security guard, to monitor employees in both the FEI and general work areas. In addition, at least one-fourth of the staff would be inconvenienced by the installation of a wall, as the printer for their queries, notices, and applications is located in the front area. As these employees must make dozens of trips to the printer each day to obtain information needed to process their workloads, a solid wall would prevent them from having direct and easy access to the front area.

The Employer's proposal on the procedures for escorting claimants in wheelchairs to and from the employee restroom does not specify which employees are to act as claimant escorts. The Union's, on the other hand, designates only managers to escort claimants; as such, it violates management's right to assign work under 5 U.S.C. 7106(a)(2)(B).<sup>2/</sup> Furthermore, the impact of such assignments on bargaining-unit employees is minimal since the Employer does not intend to let all members of the public use the employee restroom, only those who request to use the restroom because their wheelchairs are too wide for the handicapped stall in the public restroom. Hence, the public will rarely be given access to the employee restroom. Additionally, it is not feasible or necessary to require a claimant to wait for a manager to escort him or her when there are other employees available.

Regarding the training room, the Union's additional wording about health and safety requirements is unnecessary. Article 9, Section 1, of the MCBA already contains wording that "the Administration shall provide a safe and healthy work environment in accordance with Executive Order 12196 and Department of Labor implementing regulations." Finally, adding wording requiring the Employer to assure the room provides a comfortable setting for training could lead to grievances because the parties' views of what this means is likely to differ.

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had to be escorted from the office by the security guard and a police officer with no repeat problems.

2/ Given the Panel's decision on this issue, it is unnecessary to address the Employer's nonnegotiability argument.

### CONCLUSION

Having carefully considered the evidence and arguments presented by the parties, we conclude that on the issue of the wall separating the FEI area from the employee work area, the parties should adopt the Employer's proposal to resolve this aspect of their dispute. In our view, the Union has failed to demonstrate a need to construct a wall separating the two areas. In this regard, the facility has no history of violent incidents, is not located in a high crime area, and already has a security guard. We are also not persuaded that constructing a wall would provide an appreciably higher degree of safety justifying its expense.

With respect to the floor-to-ceiling privacy wall behind the service representative reception desk, we shall order adoption of the Union's proposal. During the informal conference, the Panel Representative corroborated the Union's report of a distracting noise level in the employees' general work area originating from the reception area. While a review of the parties' final offers indicates that they are in agreement on the issue, because they did not initial off on this or any other proposal during the informal conference, we shall order the adoption of the specific wording in the Union's proposal to ensure a complete agreement.

Concerning permitting claimants in wheelchairs to use the employee restroom, we shall order a modified version of the Union's proposal. In essence, both parties agree that claimants in wheelchairs should have access to the employee restroom. We find that the procedures outlined in the Union's proposal more clearly capture the parties' intent. The proposal shall be modified, however, to state that claimants "will be escorted," rather than limit escorting responsibilities to managers. In our opinion, the Union has not substantiated its argument that bargaining-unit employees' health would be jeopardized when escorting claimants. Moreover, since use of the employee restroom is limited to members of the public in wheelchairs who are unable to use the public restroom, the need for escorts is unlikely to be frequent.

Finally, with respect to the unresolved portion of the Union's proposal on renovation of the training room, we conclude that the Employer's proposal provides the more reasonable solution to the parties' dispute. In this regard, the Union's proposal on health and safety requirements is unnecessary because such matters are already addressed in the MCBA. In addition, there is no reason to believe that the Employer would provide an uncomfortable setting,

as one of the reasons for enlarging the room is to make it more comfortable for training.

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 the proceedings instituted under 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:

1. Construction of a Wall to Separate the FEI Area from the Employee Work Area

The parties shall adopt the Employer's proposal.

2. Placing a Privacy Wall Behind the Reception Desk

The parties shall adopt the Union's proposal.

3. Providing Separate Restrooms for Exclusive Use of Employees

The parties shall adopt the following wording:

The Agency will continue to provide separate restrooms for the exclusive use of employees with one exception. SSA clients<sup>3/</sup> in wheelchairs will be permitted to use the employee restrooms if they are unable to use the public restrooms. In the event that a wheelchair client needs to use the employee facility, management will provide immediate notice to all employees. The client will be escorted to and from the employee restroom. If weather permits, the wheelchair client will be escorted through the courtyard to the restroom. This provision does not set a precedent for other SSA facilities and it does not set a precedent for other lease compliance issues.

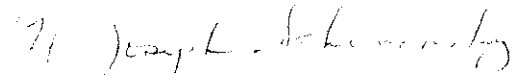
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<sup>3/</sup> When referring to "clients," we understand the term to be used interchangeably with "SSA claimants."

4. Renovation of the Training Room

The parties shall adopt the Employer's proposal.

By direction of the Panel.



H. Joseph Schimansky  
Executive Director

December 16, 1999  
Washington, D.C.