

In the Matter of

SOCIAL SECURITY ADMINISTRATION
EL CENTRO FIELD OFFICE
EL CENTRO, CALIFORNIA

and

LOCAL 2879, AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, AFL-CIO

Case No. 11 FSIP 131

ARBITRATOR'S OPINION AND DECISION

Local 2879, 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 the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7119, between it and the Social Security Administration, El Centro Field Office, El Centro, California (Employer or SSA).

After an investigation of the request for assistance, which arose during negotiations over the relocation of the El Centro 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. Accordingly, on October 6, 11, and 13, 2011, telephonic mediation-arbitration was conducted with representatives of the parties. Although a voluntary settlement was reached during the mediation portion of the proceeding on a Memorandum of Understanding covering a variety of issues, including most of the floor plan referenced therein, the parties were unable to agree on the entire floor plan. 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, including the parties' post-hearing submissions.

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 23 bargaining-unit employees in the El Centro Field Office who hold positions as claims representatives, service representatives, and technical experts. 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.

ISSUES AT IMPASSE

The parties essentially disagree over whether: (1) the floor plan for the El Centro Field Office should include a "privacy wall" between the entrances of the men's and women's restrooms; and (2) the drinking fountains should be located on the south wall on the outside of the men's restroom.

POSITIONS OF THE PARTIES

1. The Union's Position

The Union proposes the following:

A privacy wall will be built using regular construction to ensure privacy for the employee restrooms. The wall will continue on the line of the wall separating the male employee and female employee restrooms and stop at the plane of the walls that form the outside of the male and female restroom entrance alcove. The wall would be floor to ceiling or a minimum of six feet in height. The drinking fountains would be located against the men's restroom wall in the hallway opposite the employee multipurpose room.

A privacy wall, which has been included on its drawings since the first negotiating session, would prevent employees from being able "to see into the open door of the opposite sex restroom." In this regard, there are mirrors above the sinks in both restrooms, and when the door to a restroom is open, "employees standing before the mirror will have their backside and their reflection visible to employees at the drinking fountain, opposite sex employees passing through the entrance alcove to go into their own restroom, and by employees exiting the opposite sex restroom door." Its proposal meets employees'

interests, particularly women, for a higher degree of privacy than afforded under the Employer's proposed design. A similar "design flaw" existed in the Santa Rosa Field Office, which Union and management "were able to remedy in a subsequent build-out by building an entry alcove with an entry door to the alcove and another door into the restroom proper." Unlike that situation which, among other things, required the construction of two walls, the problem in the El Centro Field Office "can be solved by a single wall that is perhaps six feet long."

This solution also would require that the drinking fountains be moved to the hallway outside the men's restroom opposite the employee multipurpose (lunch) room. Under the Employer's proposed floor plan, the drinking fountains are in the alcove at the entrance of both restrooms. Employees at the drinking fountains would be able to see into the restrooms when the doors are opened, and "there could be collisions with an exiting employee or by the opening door itself." Placing the water fountains in the wide hallway adjacent to the men's restroom also would save steps for employees "who like to fill their water cups and take it to their desk, which they do throughout the day." Overall, its proposed design "is more streamlined in terms of flow of human foot traffic, affords greater employee privacy, costs very little, provides greater employee safety and, in the Union's view, just makes sense."

2. The Employer's Position

The Employer proposes that the floor plan not include a privacy wall between the entrances of the men's and women's restrooms and that the drinking fountains remain where they are on its proposed floor plan. In its view, the Union's proposal "is unnecessary," and "SSA would incur additional costs since the lessor would have to exceed requirements of the lease." The employee restrooms on the Employer's proposed floor plan have a standard design which meets General Services Administration regulations. Section 8.6 of the lease, signed on January 21, 2011, states that: "Water closets and urinals shall not be visible when the exterior door is open." There is no mention of sight lines being totally blocked to the doorways. While the Union refers to "a detailed anecdotal story" about an experience in the Santa Rosa Field Office, "nowhere is there evidence that employees of the El Centro office have difficulties with employee privacy between the genders." The Union also alleges that its proposal "enhances safety, is more streamlined in

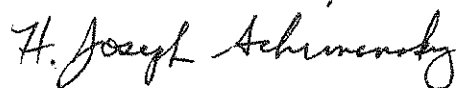
design and makes more sense," apparently in reference to moving the drinking fountains. There is no evidence, however, of "any ergonomic or safety issues with the drinking fountains remaining in place." Thus, "because the Union's proposal asks for more than standard construction of a bathroom, and would entail additional cost, the Union should provide substantive answers."

CONCLUSIONS

After carefully reviewing the arguments and evidence presented during the mediation-arbitration proceeding, I shall order the adoption of the Union's proposal to resolve the parties' impasse. While it is true that the Union provided no evidence that employee privacy in the restrooms has been a problem at the current El Centro Field Office, this dispute is about the floor plan for the office's new location. In this regard, I am persuaded that the anecdotal experience at the Santa Rosa Field Office demonstrates that the Union's concern is more than speculative. Moreover, the change the Union is proposing to the floor plan the parties have otherwise agreed upon appears to be minor and of minimal additional cost to SSA and the taxpayer. Finally, because it is unclear whether there would be enough space in the alcove outside the restrooms to accommodate both the Union's proposed privacy wall and the drinking fountains, moving the drinking fountains in accordance with its proposal is warranted regardless of whether or not their location on the Employer's proposed floor plan raises safety issues.

DECISION

The parties' shall adopt the Union's final offer to resolve their impasse over the relocation of the El Centro Field Office.



H. Joseph Schimansky
Arbitrator

October 14, 2011
Washington, D.C.