



Alaskans Working For Alaska!

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August 21, 2013

Via email: nicki.neal@alaska.gov

Nicki Neal, Director
Division of Personnel & Labor Relations
P.O. Box 110201
Juneau, AK 99811-0201

Re: ASEA & SOA, A2013-G-86, State # 14-G-015
Step 4 – Arbitration (Bldg standards)

Dear Nicki:

The parties have been unable to resolve the referenced grievance. This necessitates arbitration pursuant to Article 16. Enclosed is a list of arbitrators. Please designate an appropriate Analyst to strike for an arbitrator.

The Union has become aware of several additional issues. Article 35 provides that educational advancement and training will be provided by the employer and/or reimbursed by the employer based on available fiscal resources. In those departments being impacted by the arbitrary imposition of non-negotiated work-space consolidations their budgets for training programs and education of GGU members has been depleted making this negotiated article a sham. In short, although the Union entered into good faith negotiations with an expectation that education and training budgets would continue to be funded as in the past, it has learned that these monies are being re-directed to fund the workplace construction being objected to by this grievance. The failure of the Employer to deal fairly and in good faith is underscored by the admission that no legislative appropriation approving the expenditure for its workplace remodel was obtained. Apparently GGU members are the guinea pig workers being tested in DOA's cost benefit workplace lab.¹

Another issue is that of parking. Article 32 provides that the employer "shall make a good faith effort to make parking facilities available to bargaining unit members." With its cost-benefit planning, the Employer made no effort to address additional parking for the 50% increase in staff wherever the compressed worksites are contemplated. Looking out the windows of the Juneau SOB

¹ Other CBA articles are implicated here including 3, 4 and 6.

from the cubicles of the Division of General Services that have been opened up for public tours, one sees the unfinished floor of a partially constructed state parking garage.² No plans are mentioned of adding additional floors and parking spaces for employees in the SOB and adjacent offices that are being impacted by the Employer's unilateral changes in the workplace. Nor was the Union consulted as required by Article 32.C. The Union believes that inadequate parking will be available in violation of Article 32.

In its response at Step 3, the Employer argues sweepingly that "size and design of the working space" does not involve wages, hours, or terms and conditions of employment. This is incorrect as many of our members are required as a condition of employment to maintain confidentiality. This cannot realistically be expected in a workstation with 42" walls stacked back-to-back with others. In the DGS demo workspace every conversation – called "teamwork" in the USS paperwork – could be overheard from one corner of the room to the other. The Office of Children's Services, another group that is being fitted for the small "efficient" cubes, works behind locked doors handling confidential information from members of the public, yet all of their conversations and meetings with clientele will be open to scrutiny of others. In another example, our Nurse members are confined in the small, open cubicles and are unable to comply with the privacy requirements of HIPAA as patients' records are more open to scrutiny by others under these new standards. And as a practical matter, many employees function more efficiently when they have the privacy of an office or higher surrounding walls because they may be more introverted or susceptible to distractions. The Employer asserts that these "work space allocations" result in "efficiency, responsible use and distribution of resources" although exactly how cramming 96 employees into a work area previously used by 60 employees makes them work more efficiently or demonstrates a responsible distribution of resources. Thus far the Union has been shown nothing that correlates a 48-sq. ft work station³ with greater efficiency. Regarding responsible use and distribution of resources, the Union notes, by way of example and without limitation, the following:

1. No legislative appropriation was obtained
2. Funding for the cubicle remodel uses department operating funds leaving other uses unfunded
3. Many worksites are being systematically exempted from the standards
4. Prior worksite standards adopted and in use since 1987 have been ignored
5. No studies were relied on that support management's current allegations
6. State procurement laws were violated by failure to comply with competitive bidding statutes
7. It is not universal
8. Most of the existing larger cubicle equipment pieces are being routinely destroyed at unaccounted cost

The Union submits the Universal Space Standards have nothing to do with a responsible exercise of management rights under Article 4.

² The apparent unfinished condition of the Juneau parking garage is based on the up- and down-ramps to nowhere being exposed on the uncovered upper level floor.

³ This includes work surfaces, coat closet and desk chair within that space.

In its response the Employer refers to its Clean Desk Policy, claiming that its sole purpose is to assure safeguarding confidential information. This begs the question of how this Employer, after 50 years of dealing with confidential information now has figured out how to safeguard the information. Nor did the Employer identify any complaints it may have received regarding disclosure of confidential information. The Union submits that this is not how the policy is being applied but rather removes our members' traditional individuality and comfort in the working environment. This is contrary to past practice as well as being a unilateral adoption of new terms and conditions of work which could lead to discipline, loss of income or dismissal. The Union is already hearing about personal coolers, teapots, floor heaters, artwork, tools of the trade, maps, plats and calendars, all being removed from the Members' work areas at the direction and order of different supervisors. This new policy must be negotiated prior to implementation.⁴

Article 3.01 is violated by the reduction of work space made available to classified workers.⁵ Exempt and partially exempt (i.e., unclassified) employees either are not affected the policy or benefit by having access to a larger portion of the work area. In 1987 the space standards in force and effect at the time the parties entered into the first CBA, only approximately 200 positions in the GGU had work space of 48 NSF. The new proposal is intended to put thousands of GGU positions into these tighter workspace conditions. This clearly is a change in the conditions under which our members' work is performed and has been performed since the first CBA in 1987.

The health and safety impact of "cubitzing" the workplace is both physical and mental. In offices where information should be kept confidential, such as Adult Probation Officers who daily interview probationers/parolees, such interviews are no longer confidential but rather can be overheard both by co-workers and by other probationer/parolees being interviewed. Most field PO's carry handguns and must maintain their weapons securely which ability is now compromised in the open-office scenario. Child Support Specialists and Social Workers all deal with members of the public who have a right to privacy and confidentiality in their communications. This is compromised with consolidated work spaces and small cubicles as interviews can be overheard from almost any location in such un-walled office space. The effect on mental health of the workers confronted with a buzz of phone conversations and teamwork activities has been recognized as another of the detrimental effects of the small, short-paneled cubicles. Such impact is demonstrated by the experience of many other large workforces who have suffered through the pangs of the cubicle. Now the Employer believes it's the Alaska State workers' turn to suffer a similar fate. The Union believes otherwise and opposes this deterioration of Alaska's State work force.

REMEDY. The Union continues to request bargaining over all aspects of the employer's Universal Space Standards prior to implementation. If this is declined then the Union requests that the standards be found inapplicable in whole or in part to ASEA members. The employer should bargain over all new policies it seeks to implement pertaining to the GGU. Otherwise the policies should be found inapplicable to the GGU and any disciplinary action initiated or imposed should be discontinued or rescinded.

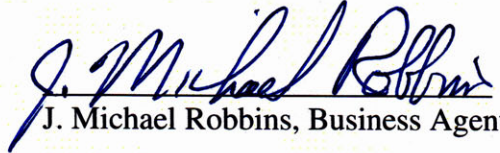
⁴ "[T]erms and conditions of employment" means the employer's personnel policies affecting the working conditions of the employees." AS 23.40.250(9).

⁵ Classified workers are covered by PERA and entitled to collective bargaining. AS 23.40.200.

Nicki Neal, Director
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An Arbitration Strike Sheet is enclosed. Please have the assigned Labor Analyst contact me to select and schedule arbitration in this case.

Sincerely,


J. Michael Robbins, Business Agent

Enclosure



Step 4
State Case # 14-G-015
Union Case # A2013-G-86

**STATE OF ALASKA
GRIEVANCE FORM**
(Attach copies of previous step forms)
BARGAINING UNIT GGU
CONTRACT YEAR (S) 2010-13

1. Name of Grievant ASEA 2. Employee ID # N/A
3. Mailing Address 2601 Denali St., Anchorage, AK 99503
4. Job Class All 5. Location Statewide
6. Department/Division/Vessel/Crew All
7. Discussed with supervisor on July 3, 2013
8. Does grievance stem from contract violation? Yes

If so, what provision(s) Preamble, 1,3,6,14,29,32,35,37, all other relevant provisions

9. Nature of Grievance

The employer has failed and refused to bargain over changes in terms and conditions of work.

Cover letter is incorporated by reference. Discovery is requested.

When did this occur? June 2013 and ongoing

10. Relief Sought

Enter into collective bargaining over all proposals under universal building standards including personal items in work area and clear desk policy, etc.; return to status quo; comply with CBA & past practices of the parties

August 21, 2013

Date

J. Michael Robbins
Authorized Submitter Signature (refer to contract)
J. Michael Robbins, Business Agent

11. Name and Title of Respondent _____

12. Date Received _____ 13. Remarks _____

14. Decision _____

Date

Respondent Signature