



## SOCIAL SECURITY

January 29, 2019

UMG-C220-19-01

Mr. Bill Price  
First Vice President  
AFGE Council 220

Dear Mr. Price:

This letter responds to the Union-Management Grievance filed by the American Federation of Government Employees (AFGE or Union) against the Social Security Administration (SSA) dated January 2, 2019. This grievance was filed pursuant to the provisions set forth in Article 24, Section 10, of the SSA/AFGE National Agreement. The grievance refers to the agency's decision to unilaterally implement a change in the voicemail message procedures for bargaining unit employees represented by AFGE Council 220.

The grievance was hand delivered to my office on January 2, 2019. By separate Notice of the same date attached to the grievance, you informed the agency that as the grieving party, you were waiving the meeting or discussion that is required to occur within ten working days of the agency's receipt of the grievance. Accordingly, my decision on this grievance follows.

### ISSUE

The union charges the agency violated provisions of the SSA/AFGE National Agreement and Federal Statutes by implementing the voicemail script change. Specifically, the union claims the contract violations include Article 1, Section 1, Article 2, Article 3, Article 4, Article 18, Article 20, Article 21, Article 23, and Article 30. The union further contends the agency's actions also violated 5 USC 7113 (b), 5 USC 7114 (b), 5 USC 7116 (a) 1, 5, 7, and 8. Finally, the union alleges the agency's violation of 5 USC 71 constitutes an Unfair Labor Practice (ULP).

### BACKGROUND

During discussions with Congress regarding what the Social Security Administration (SSA) is doing to deter identity theft, Congress shared concerns with our practice of asking callers for Personally Identifiable Information (PII) via our voicemail messaging. SSA shared we provide guidance to employees regarding voicemail messages, such as thanking the caller for calling; providing the name of who's voicemail the caller has reached; sharing alternative ways to obtain immediate service (when appropriate); and requesting the name and SSN, if needed. This allows employees to research the issue, prior to returning the call to provide efficient and effective service, as well as ask other questions to ensure the employee is speaking with the proper person

when returning the call. We also noted employee voicemails are password protected using a code selected by the individual employee.

However, amidst growing interest with government-wide initiatives to encourage the public to protect their PII, SSA only requests callers to provide the minimum PII required to return the call, the caller's name and phone number, through voicemail. SSA developed procedures to standardize voicemail messages in order to:

- Provide consistent telephone service, nationally, to all customers;
- Discuss alternate service channels, such as the services available online, for employees who respond to inquiries from the general public; and
- Provide employees with guidance on what information they should provide to the caller (e.g., name, return from leave date).

The agency provided informational notice to the union on December 10, 2018 stating it would begin implementation of the national voicemail scripts on December 14, 2018. The agency completed the rollout approximately January 11, 2019. AFGE demanded to bargain on December 11, 2018. The agency responded to the union's demand to bargain on December 14, 2018 asserting the change was *de minimis* and otherwise covered by the parties' collective bargaining agreement.

## UNION POSITION

In its grievance, the union asserts the agency's proposed change is not *de minimis*. The union argues the agency's voicemail message script illustrates a substantive change in the employees' conditions of employment. The union argues the agency uses an employee's level of efficiency and productivity to determine performance appraisals, awards bonuses, selection for promotions, and retention within the agency. In more detail, the union suggests:

- The change will have a negative impact on productivity and efficiency.
- The change would limit the response options for employees.
- Being required to divulge last names has the potential for creating safety and security risks for the employees.
- The last name issue will create unnecessary Labor/Management relations issues because of questions and concerns regarding pseudonym.
- Bilingual and Multi-lingual employees would be disadvantaged.
- Effect on part-time employees would be disproportionate and potentially discriminatory.
- Employees with specialized workloads such as overpayments, prisoner alerts and continuing disability reviews often customize their voicemail messages to provide and request information pertaining to specific workloads.
- Requiring employees to include their extensions in their voicemail messages may result in increased inefficiencies because of rerouted calls. It is common for employees to receive calls from claimants several years later.

## RELIEF REQUESTED

The union requests the agency cease all actions related to any aspect of the voicemail script change. The union wants the agency to provide the union with proper notification of its proposed change and to bargain the change to the full extent required by 5 USC 71. Further, the

union requests the agency issue a notice to all employees, stating that its actions surrounding the unilateral implementation of the voicemail message scripts were in violation of the parties' contract and federal statutes. Additionally the union requests the agency agrees to follow the SSA/AFGE National Agreement, and federal statutes, regarding all future agency initiated changes. Finally, the union requests the agency make all employees whole.

### AGENCY POSITION

#### **There is no duty to bargain voicemail script implementation. The change here is *de minimis*.**

We acknowledge the union's concerns referenced above; however, the agency supports the congressional mandate to protect PII. As you are aware, protecting and safeguarding PII is an operational necessity within the agency. The agency continues to update automation procedures, policies, and now voicemail messages in order to protect the general public's interest.

The assertion concerning implementation of the voicemail scripts having an adverse impact on employee productivity and efficiency is speculative. The aforementioned factual analysis determines no changes in conditions of employment. Although the union claims the agency allegedly did not provide notice and opportunity to bargain, the grievance fails to meet the threshold determination where voicemail updates affect productivity and efficiency. Employees using an updated voicemail script to communicate with the public does not attribute to increased workloads. In addition to PII protection, the voicemail greeting offers consistent customer service and the option to use the SSA website to complete applications online. The circumstantial facts of the grievance does not substantiate a change in policy, practice or procedure affecting bargaining unit conditions of employment. Therefore, voicemail updates does not trigger a duty to bargain. *See National Treasury Employees Union and the United States Department of Treasury, Internal Revenue Service, 66 FLRA No. 109.*

The union claims standard voicemails would adversely affect employees with specialized workloads. The grievance further assumes standard voicemails would have a negative impact on the public. In general, the grievance does not address any technical aspects of what would cause inefficiencies. The agency continues to automate business processes to keep pace with the public's interest.

The union raises concerns with voicemail messages requiring employees to include phone number extensions. We understand customers may keep employee extensions from past cases and use the same number for additional questions. However, under the Federal Service Labor-Management Relations Statute, section 7106 (a)(2)(B), management retains the right to assign work and to determine the personnel by which the agency operations shall be conducted. Staffing and operational procedures do not create inefficiencies simply because a customer may want to speak with the same service representative from a call several years ago.

Employees can use pseudonyms within the implementation of the universal voicemail script. Managers are aware of pseudonyms and have no further need to bargain a subject already covered by the contract. A reminder was sent the week of January 14, 2019, to the Regional Commissioners to ensure they communicated to all managers that employees could use a pseudonym pursuant to Article 9, Section 12.E. On January 24, 2019, a reminder was provided on the DCO All Managers Call, as well. Managers have the discretion to approve a pseudonym

or other identifier and this may be just a first name. As a result, we do not foresee labor relations concerns regarding the pseudonym feature.

Contrary to your claim, bi-lingual and multi-lingual employees will not be disadvantaged since these scripts do not change any other existing business processes. For example, if prior to implementation of the scripts, the employee recorded their message in English and then Spanish, they can continue to do that, but just need to use the scripted language. This was also shared with the managers on the DCO All Managers Call held on January 24, 2019. Further, the effect on part-time employees is minimal because these scripts allow part-time employees to utilize the ‘temporary greeting’ option to provide the days they are not in the office.

**The December 10, 2018, informational notice was not deficient.**

Your claim about the agency’s notice is circumstantial. For clarity towards your immediate concern, the notice addresses the nature, scope and reasons for the rollout. The agency properly gave informational notice along with the approximate implementation in accordance with Article 4 of the National Agreement. First, we will address the nature of the notice which is to create a plan of action to standardize voicemail messages. The agency’s plan includes consistent telephone services, alternative service channels, and guidance on pertinent voicemail scripts. The updated voicemail scripts helps the agency attain our goal of communicating with the public while not exposing vital personal identifiers.

Second, we will address the scope of the notice. The informational notice was addressed to AFGE’s General Committee Spokesperson, meaning the voicemail script is an agency wide initiative instead of a particular region. Management will continue to monitor the progress of this initiative and provide guidance as necessary. Although the grievance attempts to address various circumstances, it overlooks the congressional inquiry as the reason for the change.

**The December 14, 2018, management memorandum did not bypass the union.**

The union alleges the December 14, 2018, management memorandum is a bypass since the union and employees received the script at the same time. To the contrary, the agency did not bypass the union. The agency informed the union beforehand on December 10, 2018, regarding an upcoming script. In response, the union requested to bargain the impact and implementation. The agency reviewed the unions’ December 11, 2018, demand to bargain and found no identifiable changes with foreseeable adverse impact on the working conditions of employees beyond that of a *de minimis* nature. As such, the agency does not believe there is any duty to bargain over the implementation of the voicemail scripts.

As an agency, we are obligated to protect both employees and our customers. The agency supports further protection of PII through data loss prevention efforts and automates these processes based on a congressional mandate. The agency will continue to align with congressional mandates and policy updates in efforts to protect PII.

For the reasons set forth above, the agency did not commit an unfair labor practice or violate the parties’ national agreement.

The union’s grievance claims the agency violates 5 USC 7113(b), 5 USC 7114(b), 5 USC 7116(a) 1, 5, 7, and 8 (Statute). Allegations include claims that the agency’s violation of 5 USC

71 constitutes an Unfair Labor Practice (ULP). Although the grievance mentions sections of the Statute, we do not see a connection whereas we can more substantially address the concern. However, again, the agency does not believe there were any statutory violations. The agency maintains there was no duty to bargain voicemail scripts.

Additionally, the implementation of national voicemail scripts does not violate the SSA/AFGE National Agreement. The union's reasoning in the written presentation does not rise to the level of adverse impact triggering any bargaining obligation. As stated before, the agency met our obligations under Article 4. The agency was not required to bargain over the implementation of the voicemail script; however, we provided a courtesy informational notice to the union prior to implementation. Voicemail script upgrades do not conflict with the parties' contract or government-wide regulations. It is simply an agency wide modernization effort.

Your reference to the alleged Unfair Labor Practices and violations of the National Agreement have been addressed above. In particular, you have presented no evidence or persuasive argument that the contract has been violated. Therefore, the agency's voicemail scripts do not adversely impact bargaining unit employees.

#### DECISION

The agency is obligated to respond to Congressional inquiries and correct policies as necessary. For this purpose, the agency mandated the rollout of the updated voicemail scripts. The agency honored its legal and contractual obligations. We provided proper notice and now respond to the allegations within this grievance.

After carefully considering the issues raised and for the reasons stated above, it is my determination that your grievance and your requested relief is denied.

If you have any questions about this response, please contact Tarshia Palmer, at (410) 597-1685.

Sincerely,

/s/

Ralph Patinella  
Associate Commissioner  
Office of Labor-Management and  
Employee Relations