
A F G E - THE SSA WORKER'S UNION

X	XXX	XXXX	X	X	X	X	XXXX	XXXX	X	XXXXX	XXXX
X	X	X	X	X	X	X	X	X	X	X	X
X	X	X	X	XXXXX	X	X	X	XXXX	X	X	XXXX
X	X	X	X	X	X	X	X	X	X	X	X
XXXXX	XXX	XXXX	X	X	XXXX	XXX	X	XXXX	X	X	XXXX

Volume 3 Marie Penington, Editor July 27, 1992

LOCAL 2505 OFFICERS:

President:	Sy Overturf	Oklahoma City DO	405-231-5342
Executive Vice President:	Robert Smith	Tulsa DO	918-581-6379
Secretary/Treasurer:	Marie Penington	Stillwater BO	405-624-4468

NTEU RAID JEOPARDIZES SSA EMPLOYEES BENEFITS

Federal employees unions are authorized to exist under the Federal Sector Labor-Management Relations Statute" (aka: Chapter 71 of the 1976 Civil Service Reform Act). Federal Employee Unions have the authority, under this law, to obtain benefits through negotiation of agreements and litigation (ie: grievances/arbitrations and unfair labor practice charges). What are the benefits that have been obtained by AFGE for SSA employees? It is not the purpose of this article to enumerate all, but the following list includes Union obtained benefits that employees should recognize. (1) FLSA coverage (ie: Full time & one-half) for CR's, (2) SSA reimbursement for Eyeglasses/Contact Lenses, (3) Expectant Mothers' fight to receive approval of six months for maternity purposes upon demand, (4) Reimbursement for relocation expenses, (5) Agreement for a fair and uniform policy for filling vacancies by reassignment, (6) Oklahoma City DO - Free inside parking spaces for employees.

It is a mistake to believe that Union obtained benefits are permanent fixtures (like carved in stone) under any circumstances or the Agency continues to provide them out of the "goodness of heart". Instead, the continuation of these benefits are dependent on the following: (1) Continued exclusive recognition of the Union that acquired the benefits, (2) Capability of the Union to oppose Agency actions to "take back" benefits. (Of course, the Union's capability is dependent on the support of the employees that it represents).

As you are aware, NTEU is trying to replace AFGE as exclusive representative (ie: Union) for SSA employees. The question is what happens if NTEU is successful in its "raiding" effort. This process has two steps: (1) NTEU must first get signatures from at least 30% of SSA employees represented by AFGE, (2) If NTEU gets the 30%, there will be an election, and the winner will be determined by who gets over 50% of the votes cast.

Serious problems could arise if NTEU is able to get the 30%. At that point, SSA could, and probably would, declare there is a question as to the correct exclusive representative (ie: Union). Negotiations on the new National Contract would be suspended. (The current one expires January 25, 1993). SSA would also have valid basis for suspending ongoing compliance with the FLSA award for CR's and refuse to deal on the back pay issue. It could probably justify suspending compliance with other benefits such as reimbursement due under the Eyeglasses/Contact Lenses Agreement.

If NTEU wins the election, everything acquired by AFGE "goes down the tubes". Benefits won through litigation (such as FLSA for CR's) would permanently cease

to be enforceable and would require successful relitigation by NTEU in order to get them back. SSA would have the authority to terminate all agreements with AFGE and the benefits could not be regained unless NTEU successfully renegotiated them. The AFGE National Contract with SSA would be void, and there would either be no contract or employees would be placed under the NTEU/SSA National Contract. (NTEU represents SSA Regional Offices). There are provisions in the NTEU/SSA Contract that you definitely will not like. (A comparison will be issued at a later date.)

In order to avoid the above confusion and loss of benefits, you should remember the following: (1) DO NOT SIGN the NTEU petition, and (2) If there is an election VOIE. A failure to vote will have the effect of a vote for NTEU.

MORE ON RETROACTIVITY OF FULL TIME AND ONE HALF

We have previously been talking about retroactivity in terms of two to six years prior to the grievance filing date in late December 1987. However, a Federal Labor Relations Authority (FLRA) decision, issued April 28, 1992, on the Agency appeal of an arbitration award involving AFGE Local 13 (Panama Canal Zone) indicates another option. In this case, the FLRA determined that the Arbitrator had legally awarded fire fighters full time and one-half for ten years prior to the filing date of the Union-Management grievance.

The Agency had terminated full time and one-half for these employees effective October 1, 1979 based on its interpretation of the Panama Canal Act. On November 25, 1989, the Union filed a grievance to challenge the Agency's decision that fire fighters were no longer covered under FLSA. The Arbitrator determined that the Agency had erroneously terminated FLSA coverage for these employees and awarded full time and one-half effective with October 1, 1979.

The Agency filed an appeal with the FLRA contending that the Arbitrator could not legally award back pay more than six years prior to the filing date of the grievance. The FLRA determined that Arbitrators are not bound by the six year statutory limit. This is one of those benefits that accrue to employees that are represented by a Union. The Comptroller General (CG) is the authority who determines if federal agencies can legally make payments. The CG has also ruled that it does not have the authority to review arbitrator awards on back pay. However, the CG also ruled that payments pursuant to such an award does not apply to employees not covered by the award (ie: in this case CR's in offices not represented by AFGE).

FLSA coverage extended to federal employees in 1974; therefore it appears that the Arbitrator has the authority to award full time and one-half starting with its effective date. The fact that SSA may not have records that far back would not prevent the Arbitrator from granting the relief. (Presumed amounts could be worked out.) Of course, the Union representatives will argue for the maximum relief; however, we are not suggesting that you should anticipate that much back pay.

Devil's Dictionary

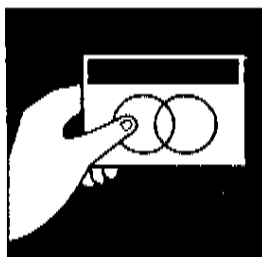
MARTYR, N. One who moves along the line of least reluctance to a desired death.



JOIN THE WINNING TEAM . . . AND GET VALUABLE MONEY-SAVING BENEFITS

AFGE has long been striving to provide government employees the pay, benefits and rights they justly deserve in the workplace.

AFGE also works to improve the quality of life of members at home by providing these benefits and services to help members and their families save money and cover needed expenses:



Low-interest, no annual fee AFGE MasterCard®

- Shows union strength
- Low annual percentage rate, 11.5% as of January 15, 1992
- No annual fee, no ATM fees
- Free Check-N-Charge™ checks
- Only AFGE members eligible to apply
- Skip payment option



Free and discounted legal service

- Free document review
- Free 30-minute consultation
- Free follow-up services (letters and phone calls)
- 30% discount on more complex matters
- Written fee agreement
- Quality control



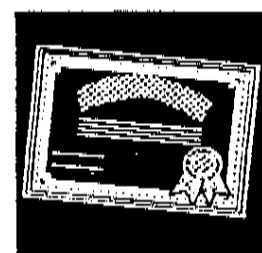
AFGE Union Privilege Mortgage Program

- Competitive rate mortgages for home purchase, refinancing
- Down payments as low as 5%
- Special help for first-time buyers
- Financial assistance available for members out of work
- Expert mortgage consultants help you select type of mortgage best suited for you



AFGE Union Privilege Financial Services

- Home equity loans — up to 100% of value
- Personal loans in amounts from \$2,500 to \$15,000
- Low interest rates
- Designed to keep monthly payments low and affordable
- Skip payment option
- No prepayment penalty
- Apply by mail



Education Loans

- An easy way to obtain loans from the US Government
- Full deferment of principal and interest during in-school years
- Loans for ALL income levels
- Low interest rates with an extended number of years to repay



AFGE UnionRATESM Savings Program

- Insured by FDIC
- Higher rates for higher balances
- Deposit by mail, automatic deposit or payroll deduction (check with your agency)
- No penalty for early withdrawals
- Withdraw funds by mail, phone or wire transfer
- Write up to three checks a month — free
- Provides a higher return than bank passbook savings accounts



Discounted full-service travel agency

- Guaranteed lowest airfare
- Free ticket delivery
- \$250,000 travel insurance
- Hertz car rental discounts
- Hotel and motel discounts
- Toll-free number



Discount mail service pharmacy

- Prescriptions: up to 30% savings over neighborhood drugstores
- No enrollment fee
- Quality control
- Convenience and safety
- Toll-free number



Term Life Insurance

- Benefits up to \$100,000
- Guaranteed protection for AFGE members up to age 79
- No medical exam required to submit an application
- Portable supplemental protection
- Three plans available: Basic, Guaranteed and Senior
- Spouse coverage available under your plan

Disability Insurance

- Monthly income benefits if you become disabled
- No restrictions on use of benefit money
- Benefits paid in addition to any other insurance
- \$10,000 accidental death benefit
- No premium payments required while you're receiving benefits
- Optional hospital confinement benefit

AFGE Dental Trust Program

- Family coverage available
- Affordable rates
- Coverage for most services
- Choice of plans

Accident Insurance

- Up to \$100,000 for loss of life, limbs, eyesight
- Guaranteed acceptance
- Family coverage available

Universal Life Insurance

- Low group rates
- Provides savings and security
- Accidental death benefit
- Exclusive to AFGE members

See your AFGE representative for more information, or write:
 AFGE, Membership and Organization Department,
 80 F Street, NW, Washington, DC 20001

LOCAL SCOOP

Sy Overturf was born on a farm about 12 mile north of DeQueen Arkansas. His family later moved to the Oklahoma City area and he attended Midwest City High School. After graduating from High School he served four years in the U. S. Air Force. After completion of military service he attended and received a BA degree from Harding University, Searcy Arkansas. He subsequently attended graduate school at Kansas State University.

He started to work for SSA on July 9, 1962 as a CR in the Oklahoma City District Office. In late 1965 the Oklahoma District voted to be represented by AFGE and he joined as a charter member of Local 2505. After serving one term as Treasurer he became President of Local 2505. During his tenure in office Local 2505 has been expanded from representing only the Oklahoma City District to include all districts in Oklahoma except Muskogee and Lawton.

In addition to being President of Local 2505 Sy has been involved in other representational activities at the regional and national level. He holds the office of Dallas Regional Vice President for the National Council of SSA Field Operations Locals. This position basically requires that he deal with Regional Office on matters that affect employees in AFGE represented offices throughout the Dallas Region. Also he has served as a representative in negotiations and litigation on a national level.

Sy's long career with SSA and tenure as Union Representative has enabled him to witness first hand important AFGE accomplishments that employees now take for granted. For example, when he started to work for SSA, employees were not paid overtime for interviews that ran past quitting time. Management required interviewers to "eat" that time and scheduled work on that assumption. In about August 1966 AFGE forced SSA to start paying overtime for these late interviews. Consequently management found it in their interest to look for ways to minimize the frequency of late interviews.

However, no one is forever and Sy is serving his last term as President of Local 2505. The sunset of retirement will come for him no later than the expiration of his current term in December 1993.

UNION GRIEVANCE PAYS OFF

A bargaining unit employee has \$800.00 more thanks to a grievance filed by Local 2505. This employee was a GS-5 Post Entitlement Technical and was assigned Title 16 CR post-entitlement duties which occupied over 50% of her duty time. She should have been detailed to a GS-7 CR position while performing these duties. However, no action was taken to detail her to the correct position. The Union filed a grievance while this was in progress. The CR duties were later removed and the Agency, in settlement of the grievance agreed to pay this employee the difference between what she had received at GS-5 and what she would have received at GS-7.

Father: "What a child you are for asking questions all the time! Just tell me what would have happened if I'd been so inquisitive when I was a youngster?"

Daughter: "Well, maybe you'd be able to answer more of my questions."

FOR MEMBERS ONLY
AFGE BENEFIT PROGRAMS
WITH TOLL FREE ACCESS

SECURED CREDIT CARD	1-800-727-3348
LEGAL SERVICES	1-800-582-3334
SAVING PROGRAM	1-800-423-5246
MORTGAGE	1-800-848-6466
LOAN PROGRAM (Including Home Equity)	1-800-343-7097
TRAVEL PROGRAM	1-800-522-8727
LIFE INSURANCE	1-800-327-4349
MAIL-ORDER PHARMACY	1-800-950-5070
DENTAL TRUST	1-800-241-7539
Inside Georgia	1-800-532-2602
INSURANCE (Accident, Disability, Universal Life)	1-202-639-6410
AFGE MASTERCARD	1-202-639-6410
DIRECTORY OF PARTICIPATING ATTORNEYS	1-202-639-6410