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Volume Three Marie Penington, Editor Sept. 4, 1990

OS'S INSTRUCTIONS TO CHEAT DOES NOT PROTECT CRS FROM PUNISHMENT

The Title II Unit in the Boro Hall, Brooklyn NY D/O had established a remarkable record for RSI MPT. However, there was a skelton in the closet. Much of these "accomplishments" was due to an elaborate plan devised by the OS to artificially lower the MPT. The CRS had bought into the plan and were willing participants in the cheating. However, the party ended when the scheme was detected through routine OPIR reviews of claims.

The AD and DM declared "plausibility deniability" and placed the blame for the cheating on the OS and CRS. The OS was suspended without pay for five days and all involved CRS received Reprimands. The CRS filed grievances that were arbitrated on April 24, 1990. The Union Representatives primarily argued that the CRS were not culpable because they were acting at their OS's directions and employees are obligated to obey the orders of their superior. Also, they received no benefits from their violations of Agency procedures and claimants were not disadvantaged. Agency Representatives primarily argued that a superior's instructions to cheat does not automatically protect employees from punishment when they are knowing participants in a scheme to cheat.

The Arbitrator concurred in the Agency's arguments and sustained the Reprimands. His comments indicate that he viewed the Reprimands as light punishments. He pointed out that the CRS had shared in the "glories" that were related to being commended for their "accomplishments". He commented that it was fatuous (i.e. complacently stupid) for the CRS to contend that their cheating was proper since no claimants were disadvantaged. The Arbitrator concluded that while it was not improper for the CRS to initially obey the OS's orders, they had an obligation to report the violations to higher authorities. He pointed out that they could have used the Contract grievance procedure to register their protests. (This would have placed them under the Umbrella of a protected activity in event of management reprisals.)

The scheme used by this OS was probably not essentially different from those used in other offices to generate low MPTs. With the de-emphasis of numerics by Commissioner King, such violations would likely be viewed officially by the Agency as being even more unacceptable. Also, you should recognize that similar liabilities can be incurred for knowingly and willingly participating in the manipulations of other kinds of results. If you are given either inferred or direct orders to violate Agency policies, you should raise your objection through the Union. As indicated above, by involving the Union, you will be covered by the "protected activity" provisions of the Federal-Service Labor Management Statutes.

Hardy's assault upon the administration of SSA programs is generally thought of in terms of staff reductions. Even though public service and employees were severely impacted, staff reductions was the least devastating of her agenda items. She had additional items that included closing of Field Offices and regular TSCs and administering SSA programs from a limited number of Mega TSCs and lowering the grade structure of SSA positions. Her overall plan, including the 800 Number System, was entitled by her as "2000: A Strategic Plan". Actually, the 800 Number System, as it currently stands, is a project that was stopped after being only partially completed.

During 1987, the Union received notices from the Agency concerning proposed changes that served no defined purposes. When clarification was sought, Agency officials responded with double-talk. We suspected that something was in the works but were unable to put the pieces together. The Big Break came in December 1987 when a Union officer came into possession of a secret internal Agency document that enabled us to put the puzzle together.

This secret document revealed that the 800 Number Plan provided for much more than merely creating more TSCs and linking them together on a phone network. Hardy envisioned that the 800 Number System would be the primary way through which the public would deal with SSA. Since SSA would only be a "phone call away" the need for a local social security office would be eliminated. The Union later obtained a copy of the initial office closing schedule which included all offices in Oklahoma except Tulsa and Oklahoma City. Hardy and her cadre intended to keep her plan a secret until it was essentially in place.

Union officials decided to use a strategy of legislative and public relations activities to combat her agenda. Our initial objective was to stall significant dismantling of the Field Office structure until the end of the Reagan Administration. Hopefully, the new Administration would select a new Commissioner with a different agenda. Initially, Hardy and her cadre denied that they were planning to close Field Offices. Eventually, they changed tactics and tried to "explain" what they intended to do.

The "2000: A Strategic Plan" was outlined in the March 1988 Commissioner's Bulletin and April 1988 OASIS. Hardy's language was somewhat camouflaged, but if one understands the context, her objectives are clear. Fortunately, we were able to generate sufficient Congressional opposition to force her to suspend office closings. However, the master plan for Phase I of the 800 Number, implemented October 1, 1988, provided for "readjustments of resources from Field Offices to TSCs" during 1990. With the end of the Reagan Administration, our strategy focused on making Hardy politically unacceptable to continue as Commissioner in the Bush Administration.

Hardy stated on page eight of the April 1988 OASIS that she planned to shift the SSA workforce from "technical to information processing" jobs. In other words, she wanted to administer SSA programs with employees whose knowledge and skills were essentially limited to inputting data and retrieving data from the computer system. For example, she had Avis Rental Car operations studied for ideas on how to run a large telephone center. She was also a great admirer of how IRS did business by telephone.

We never came across any documentation of a final decision concerning the new grade structure. However, it appeared that she was leaning toward a non-career ladder CR-I (GS-7), CR-II (GS-9) and CR-III (GS-10) structure. Of course, nearly all CRs would have been a CR-I and the grades of any other jobs would have been adjusted down accordingly. In conclusion, the following could have been a likely scenerio if the Union had not existed to detect and combat Hardy's agenda. Without advance warning, CRs would have received notices that their offices were being closed within sixty days and their jobs as GS-10 CRs abolished. If they had wished to remain with SSA, they would have had to relocate to a Mega TSC and accept a CR-I position. They would have been required to pay their own relocation expenses.

EMPLOYEE RELOCATION EXPENSES

Thanks to the alertness of a local 2505 member, it came to the attention of the Union that SSA had stopped paying relocation expenses for bargaining unit employees who transferred as a result of accepting job offers via posted vacancy announcements or 4100's. (Payments were continued for management personnel under the same circumstances.) Our investigation revealed that this was a nationwide change and it was implemented in the Dallas Region effective April 1989.

SSA alleged that the relocation expenses payments were stopped because of budgetary limitations in that particular category. This does not hold water because the amounts in the various budget categories are determined internally by the Agency. Also, they were able to find funds to continue the payments for management personnel. Budget allocation for the FY 89 does not carry over into the FY 90. Applicable law and regulations do not permit an Agency to refuse to pay relocation expenses and terminate a past practice, where there is a Union. based upon alleged budgetary constraints.

It was a well established past practice that SSA had been paying relocation expenses under these circumstances. Therefore, the change without advance notice to the Union was a violation of the Statute. Also, the manner in which they were applying their decision to cease payments of relocation expenses appeared to be a violation of certain laws and government regulations covering travel expenses. There was an option of forums through which the Union could have addressed this issue, but it was decided that a nationwide grievance was the best approach. Final resolution of the grievance is pending, but payments involving vacancy announcements were resumed at the end of July. We are awaiting the Agency's reply to the grievance on the balance of the issues. If the Agency's response is unsatisfactory, we will move to arbitration to obtain relief for the balance of the adversely affected employees.

As indicated above, the termination of relocation expenses reimbursement was not an item on the Union's agenda until the Union member detected it. This detection has expanded into monetary benefits for employees nationwide. This illustrates a couple of important points about Union representation. A Union is made effective through the support of its members. Employees essentially have no enforceable rights in the absence of a Union contract.

WAITING TIME

The New Albany, Indiana police notice a car parked on the street near the police station that kept rocking back and forth for no apparent reason. Also, the police noted there were some high school students parked nearby in a driver's education car that were watching the proceedings with great interest.

The police decided that they should check out the car and see what was happening. When an officer approached the car, he saw a young male and female, nude from the waist down, lying in the seat and engaging in sexual intercourse. When informed they were under arrest for public indecency, the girl stated, "What's wrong, we are married." After the pair were walked to the police station for booking, they explained that they had been waiting in the car while some family members had gone to the nearby Social Security Office to transact business. One wonders what kind of waiting time that this local management had been reporting. (Courtesy: New Albany, Indiana Tribune)

Beetle Bailey BY **Mort Walker**

