

American Federation of Government Employees

AFFILIATED WITH THE AFL-CIO

Local 2505

Ylita Edd
President



Ralph C. de Juliis
Executive Vice President

December 28, 2006

Ms Ramona J. Schuenemeyer
Regional Commissioner - Dallas Region
Social Security Administration
1301 Young St., STE 130
Dallas, Texas 75202

BY FAX: (214)767-4259

Dear Regional Commissioner Schuenemeyer:

By this letter, AFGE Local 2505 files an Article 24, Section 10 Union-Management Grievance.

On or about December 04, 2006, AFGE Local 2505 received an 1187 from xxxx Ms xxxx transferred from AFGE Local 1187 to the SSA office in Bartlesville, OK which is in Local 2505.

When the Local contacted Ms xxxx for some additional information, we found out she transferred from SSA in Texas to Bartlesville in the middle of last year.

Article 6 (Dues Withholding), Section 3 (Management Responsibilities), reads in part:

It is the responsibility of management to:

- A. Ensure that employees who are transferred, reassigned or otherwise relocated to a different local within the bargaining unit remain on dues withholding. Within five working days, Management

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at an employee's new work locations will inform the appropriate Union Local President that a bargaining unit employee has changed duty stations and the location of the employee's prior duty station. (page 6-2 of the ratification copy of the agreement)

SSA failed to so notify Local 2505 President Ylita Edd, at all, let alone within 5 working days.

Because SSA failed to comply with the above provisions of the SSA-AFGE National Agreement, the Union was unable to "...inform the servicing personnel office of ...

4. The name of any employee on dues withholding who transfers from one local to another within the bargaining unit, any change in the local to receive dues deducted and any changes in the amount to be deducted based on the transfer to a new local." (Article 6, Section 2 – Union Responsibilities, D – pages 6-1 through 6-2 of the ratification copy of the agreement)

Additionally, SSA has violated Article 11 (Union Use of Official Facilities and Communications) Section 13 (Addressing New Employees):

The Administration will provide the Union an opportunity to address new employees during orientation sessions and will introduce new employees to the Union representative. Management will notify the designated local representative or local steward in field offices of orientation sessions. (page 11-7 of the ratification copy of the agreement).

I am the designated local representative for the Bartlesville, Okmulgee and Miami offices. I have NEVER been notified by those offices when a new employee came on duty nor I have ever been notified that management was conducting an orientation session for new employees.

Orientation sessions are formal discussions. SSA's on-going failure to provide the Union with advanced notice of such meetings violates Article 1, Section 1, Article 2, A and B, and, by reference in those articles, is an Unfair Labor Practice violation of 5 USC 71.

As remedy to the aforesaid violations of the Statute and the SSA-AFGE National Agreement, the Union seeks the following remedies:

- (1) an FLRA styled posting for SSA's failure to give the Union notice of formal discussions and having the opportunity to attend;
- (2) an FLRA styled posting that SSA has violated Articles 1, 2, 6 and 11;

(3) payment to AFGE Local \$12.15 for every pay period since Ms Xxxx has been assigned to the Bartlesville, OK SSA Office.

(Since the underpayment of dues by Ms Xxxx is SSA's fault, the Union does NOT consent to having SSA retroactively withhold the correct amount from Ms Xxxx. Likewise, since the overpayment of dues to AFGE Local 1187 is SSA's fault, the Union does NOT consent to any SSA attempts to collect from Local 1187 the dues SSA incorrectly and improperly paid them.)

(This day, I have faxed Ms Xxxx's 1187 for Local 2505 to RO; however, so doing is NOT an admission that an 1187 is needed for RO to either begin sending Ms Xxxx's dues to Local 2505 or to change the amount of the dues withholding. Those are contractual requirements and a replacement 1187 is not required. I am merely trying to be helpful and reduce SSA's financial liability in this matter.)

Pursuant to Article 24, Section 10, the Union waives its right to an oral presentation.

I look forward to an amicable and expeditious resolution of these issues and wish everyone in RO a safe, healthy, happy and prosperous New Year!

Sincerely,

Ralph C. de Juliis

cc: AFGE Local 2505 Executive Committee