

American Federation of Government Employees

AFFILIATED WITH THE AFL-CIO

Local 2505

Ylita Edd
President



Ralph C. de Juliis
Executive Vice President

May 19, 2005

Mr. Horace Dickerson, Regional Commissioner
Social Security Administration
Dallas Region
1301 Young Street, Suite 130
Dallas, Texas 75202-5433

By U.S. Postal Service and FAX to: (214) 767-4259

Dear Horace:

This is an Article 25, Section 10 Grievance by AFGE Local 2505.

On or about April 12, McAlester, OK SSA management informed McAlester CRT Melanie Dinwiddie that her WIGI was in jeopardy because of performance inadequacies. SSA advised Ms Dinwiddie in writing, that if she achieved an accuracy rate of 97 – 99 % in RSI and DIB. When SSA held its performance discussion with Ms Dinwiddie, SSA failed and refused to inform the employee of her right to request the assistance and presence of a Union representative which violated Article 21, Section 6.A.

Ms Dinwiddie informed SSA that she requested Union representation. The Union informed McAlester, OK management that Ralph de Juliis, AFGE Local 2505 EVP, was the Union's representative in this matter on April 14. After having been so informed by SSA persisted and continued to conduct performance-related meetings with Ms Dinwiddie in the absence of the Union's designated representative in violation of Article 21, Section 6.F.

c/o Social Security Administration
6128 East 38th Street ♦ Suite 200 ♦ Tulsa, Oklahoma 74135
VOICE: (918) 581-6300 ♦ FAX: (918) 581-6380
SSA E-mail: ralph.dejuliis@ssa.gov ♦ Internet E-mail: ralph.de.juliis@cox.net

Furthermore, since the above dates, SSA has committed additional on-going violations of the National Agreement, (including but not limited to):

(1) Article 21, Section 1 prohibition against numerical goals and /or numerical performance levels,

(2) Article 21, Section 6 by providing “at least 90 days to resolve the identified performance-related problem”,

(3) Article 21, Section 6, E by confusing “100% review” with “appropriate assistance”,

(4) Article 16, Section 9 by assigning Ms Dinwiddie a mentor who was not “highly motivated” and who lacked “good interpersonal skills”,

(5) Article 16, Section 9.E by setting up a mentoring process (specifically ordering Ms Dinwiddie NOT to ask anyone in the office, including her mentor, any questions) was did not involve “three way ongoing communication among the technical mentor, the employee and management”,

(6) Article 16, Section 9, C.1 by allowing “interested employees who are qualified to participate in the mentoring process”,

(7) Article 3, Section 2 (a) by its unfair and inequitable treatment of Ms Dinwiddie, (b) by its failure to maintain “a congenial work environment” and its failure to insure that “supervisor and employees” dealt “with each other in a professional manner and with courtesy, dignity, and respect” and (c) by its failure to refrain from coercive, intimidating ... abusive behavior”, (e.g., whenever two or more employees were speaking together, a member of management would come over to find out what was going on; e.g., District Manager Sue Fereday commenting to Carol on the newspaper report of the deaths of the brother and sister of Ms. Dinwiddie's step-son, "Well, I guess she can use up her sick leave (family friendly now.)")

(8) Article 3, Section 4.B by failing and refusing to allow Ms Dinwiddie to enter into her SF-7b Extension File rebuttal information,

(9) Article 3, Section 6,

(10) Article 3, Section 1 by McAlester Management telling Ms Dinwiddie how “disappointed” they were in her for requesting the assistance of the Union,

(11) Article 1, Section 1,

(12) Article 21, Section 2 by creating for only Ms Dinwiddie a performance system that was absolute and allowed for no errors whatsoever and was unfair, inequitable and unreasonable in its design and application,

(13) Article 16, Sections 1, 2 and 3 for failing to provide Ms Dinwiddie with necessary training,

(14) Article 3, Section 5 B by purging outdated material from Ms Dinwiddie's SF-7B Extension File and shredding it, instead of giving it to her,

(15) etc.

As remedy for all of the above violation, AFGE Local 2505 seeks (1) a posting signed by DM Fereday admitting to the above violations of the National Agreement and promising not to commit such violations in the future (2) *status quo ante*, which will turn back the clock to, approximately, April 12 so that if SSA wants to do whatever they wish to do to whomever in the McAlester SSA District Office, it will be done without committing the above violations of the National Agreement and fully and completely observing all the provisions cited above which AFGE and SSA negotiated in the National Agreement.

The Union waives its right to meet and/or discuss this grievance.

Sincerely,

Ralph C. de Juliis
Executive Vice President
AFGE Local 2505

cc: AFGE Local 2505 Executive Board