

DISPOSITION OF GRIEVANCE	NAME OF EMPLOYEE [REDACTED]
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STEP 1 DECISION BY:

TITLE <i>Adm</i>	SIGNATURE <i>Kathryn Marshall</i>	DATE <i>7/26/07</i>
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DECISION (Enter disposition summary here and check block if narrative attached)

*decision mailed to: Social Security, Suite 200
6128 E 38th St
Dulles Ok 74135 attn: Ralph deJulius
certified mail (return receipt requested) 7001 1940 0002 82671893*

RECEIPT ACKNOWLEDGED BY EMPLOYEE OR UNION REPRESENTATIVE <i>Ralph deJulius</i>	SIGNATURE <i>Ralph deJulius</i>	DATE <i>7/27/07</i>
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- Grievance Resolved
 Proceed to next Step
 Oral Presentation Requested
 Photocopy to Union

AS NEEDED, DESIGNATE STEP 2 OFFICIAL →	NAME	LOCATION	TELEPHONE
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STEP 2 DECISION BY:

TITLE	SIGNATURE	DATE
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PERSON SERVED	<input type="checkbox"/> MAIL <input type="checkbox"/> DIRECT	DATE
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DECISION (Enter disposition summary here and check block if narrative attached)

RECEIPT ACKNOWLEDGED BY EMPLOYEE OR UNION REPRESENTATIVE	SIGNATURE	DATE
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- Grievance Resolved
 Proceed to next Step
 Oral Presentation Requested
 Photocopy to Union

AS NEEDED, DESIGNATE STEP 3 OFFICIAL →	NAME	LOCATION	TELEPHONE
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STEP 3 DECISION BY:

TITLE	SIGNATURE	DATE
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PERSON SERVED	<input type="checkbox"/> MAIL <input type="checkbox"/> DIRECT	DATE
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DECISION (Enter disposition summary here and check block if narrative attached)

RECEIPT ACKNOWLEDGED BY EMPLOYEE OR UNION REPRESENTATIVE	SIGNATURE	DATE
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- Grievance Resolved
 Yes No
 Photocopy to Union

FOR LABOR AND EMPLOYEE RELATIONS STAFF USE →	Grievance Code:	Disposition:	Disposition Level:
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Oral presentation to be held during
vacation -- 6-14-04

STANDARD GRIEVANCE FORM

Use additional pages
for any section of
this form, if necessary

NAME OF EMPLOYEE [REDACTED]		OFFICE TELEPHONE 918-423-8399
OFFICE LOCATION McAlester, OK	POSITION CR	GRADE 11
REPRESENTED BY: <input checked="" type="checkbox"/> SELF <input type="checkbox"/> UNION	REPRESENTATIVE NAME RALPH C de JULIIS, EVP, AFGE LOCAL 2505	REP TELEPHONE 918-581-6300

Description of grievance. What article(s) of the Agreement are involved?

On May 21, 2004 I received my award. It was the lowest in the office. On May 28, I asked the Manager [REDACTED] "I had to tell you

In the performance discussions I have had with ADM Kathy Marshall, I was told "You are doing a wonderful job." "You're doing really good." ADM Marshall asked me if I had any problems and, at no time, did she tell me I had problems.

SSA Management claiming that my measly award was the result of something which occurred AFTER (1) the awards panel met and determined what award would be issued and what the amount would be and (2) after the award itself was handed to me clearly proves that my award amount was unfair, arbitrary, capricious and a violation of Merit Systems Principles.

My measly award is a result of anti-union animus. It is a violation of Articles 1, 2, 3, 16 and 17.

Relief sought:

- (1) SSA propose a five day disciplinary suspension for DM Sue Wesson.
- (2) An additional \$500 ROC award
- (3) a three day time off award.
- (4) A posting admitting to a violation of 5 USC 71.

I hereby authorize my representative to examine any appropriate official document, personnel record, or medical information which may be related to the grievance.

EMPLOYEE SIGNATURE [REDACTED]	DATE 5-28-04
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STEP 1 SUBMITTED

SUPERVISOR Kathy Marshall	TELEPHONE 918-423-1631	ORAL PRESENTATION REQUESTED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DATE RECEIVED 6-1-04
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██████████ union representation activities were not a factor in determining who would receive an award. The second level panel by consensus determined the award for Ms. ██████████. All decisions made by the panel were made following the established criteria agreed to by all the panel members. There was no violation of Article 18 or any discrimination against ██████████. All decisions were based solely on merit and funding availability.

In addition, there is no statutory, regulatory, or contractual entitlement to an award, or to a particular type of award, and the grievance does not cite a violation with the award process, the expired National Agreement, law or regulation. Therefore, based on the above, the requested relief is denied.

If Mr. Dejuliis is not satisfied with this decision, a step 2 grievance may be presented to Ms. Sue Fereday, Manager, within 5 workdays of your receipt of this decision.

Kathy Marshall
Kathy Marshall
Assistant Manager

7-26-04
Date

cc: Helene Jones, CHR/LERT

Step 1- Grievance Response

Carol Lewis

This is in response to the grievance filed by [REDACTED] received on June 1, 2004. [REDACTED] is grieving the monetary amount of the award she received, which she feels is the result of anti-union animus. In order to resolve the grievance, she is seeking (1) a disciplinary action for the district manager (2) an additional \$500 ROC award, (3) a 3 day time off award and (4) a posting admitting a violation of 5 USC 71.

An oral presentation was requested; however, the representative requested and was granted an extension to June 30, 2004 to make the presentation because of his scheduled leave. An oral presentation was held July 1, 2004.

The presentation began with you stating that the award process was fatally flawed. You stated that the remedy you sought on behalf of [REDACTED] is for her to be paid the same amount of money as the other employees in the offices

You addressed several articles of the now expired contract, specifically articles 17, 1, 3, and 16. The points you made regarding Article 17 were (1) management violated the written spirit/letter when [REDACTED] was told that the reason she did not get more money was that she didn't learn offsets (2) [REDACTED] amount of money should have been determined by the second level awards panel and (3) there was no discussion of the amounts among the panel members because the union members was just called in to rubber stamp what had already been decided. Article 1 was violated because there is a past practice because it was communicated last year that anyone getting a promotion would not be considered for an award. Article 3 was violated because [REDACTED] was retaliated against because of her position as a current union official. Article 16 was violated because any "offset" issues should not have been a consideration under the awards process.

The oral presentation was concluded with a statement that you wanted to furnish a supplemental written statement and it was agreed that management's decision time would begin upon receipt of the statement.

Your e-mailed supplemental statement was received on July 12, 2004. In your e-mail you raised the following issues, (1) the award period for the ROC awards ended 9/30/03, employees were not given the criteria until 4/12/04 which deprived them of advanced knowledge of what they had to do in order to merit an award, (2) the number of nominations affected the award amount which is not an award criteria. (3) that there was nothing in the first level panel discussions that even pretended that awards had any linkage to an employee's contributions to improved Agency performance (4) that employees that were retired and employees promoted and/or career-ladders were not eligible for awards (5) second level panel members did not get copies of the nominations and were not notified about any supplemental criteria and (6) Article 18 was violated due to reprisal and retaliation for [REDACTED] because she agreed to be a witness in an EEO complaint against SSA.