

NON-STANDARD GRIEVANCE FORM
SSA-2048-U3

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

NAME OF EMPLOYEE:		OFFICE TELEPHONE: 918-687-2393
OFFICE LOCATION: MUSKOGEE, OK	POSITION: CR	GRADE: 11
REPRESENTED BY: AFGE Local 2505	REPRESENTATIVE NAME: RALPH C. de JULIIS, PRESIDENT	REP TELEPHONE: 866-931-7110 EXT 27873

DESCRIPTION OF GRIEVANCE: What article(s) of the Agreement are involved?

This is a continuing violation. Muskogee, OK SSA District Office is willfully and repeatedly scheduling training to interfere with the employees' exercise of our full morning flexband, in violation of Article 3, Section 2 and Article 10, Appendix A, Section 7.B.

On March 25, 2009, I arrived at 8:20 am. When I arrived at 8:20 and went into the training, the training was over already over. Obviously, this training could have been scheduled at 8:30 and did not have to be scheduled at 8 am. Subsequently, I was required by MSS Heath Tebow to sign for 1/2 hour of leave (from 7:50 - 8:20). He told me I could earn credit hours at the end of the day so I did not actually lose any leave. Mr. Tebow is listed in Outlook as an MSS and he has no leave approving authority. I had NEVER been asked to sign for leave prior to this for not being seated in the training room by 8 am for a scheduled 8 am meeting. I had no advanced notice that this particular session was mandatory. After my discussion with Mr. Tebow, I understood that ALL 8 am scheduled meetings were mandatory. Management is improperly using 8 am meetings to circumvent flextime.

For instance, in the month of March 2009, Muskogee management scheduled FOURTEEN 8 AM training sessions. There are only twenty-two work days in March. SSA wanted us to be here at 8 am for March to Madness training, which we later found out were non-mandatory team building exercises. Management is improperly using 8 am meetings to circumvent flextime.

Management's actions also violated Article 20, Section 5 because it reneges on management's commitments to use programs such as flextime to assist employees with child care needs such as myself. This is a violation of Article 1, Section 1; Article 3, Section 10 and 18, Section 1.

Article

RELIEF SOUGHT:

1. Restoration of the 1/2 hour of leave I was charged on March 25, 2009.
2. Limitation of no more than five mandatory 8 am training sessions per month.
3. The taping of 8 am IVT training so late-flexors can view during an afternoon session, as offered in comparable offices like Stillwater, OK.
4. Clear distinction between mandatory and optional training sessions.

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:	DATE: 4/14/09
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STEP 1 SUBMITTED

SUPERVISOR:	TELEPHONE:	ORAL PRESENTATION REQUESTED? (Y/N) YES	DATE RECEIVED
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**SOCIAL SECURITY ADMINISTRATION
MEMORANDUM**

DATE: May 14, 2009

TO: Ralph C. de Juliis
President, Local 2505

FROM: Tawanna Cathey
Assistant District Manager
Muskogee Office

SUBJECT: Step 1 Grievance Reply –

This is in response to a grievance filed by _____ on April 14, 2009. The grievance concerns willfully and repeatedly scheduling training to interfere with the employees' exercise of the full morning flexible band. An extension to reply to the grievance was requested by management and granted by the union until May 15, 2009.

The grievance states the agency violated the following Articles:

- Article 3, Section 1, 2, 10 and 18
- Article 10, Appendix A, Section 7.B.
- Article 20, Section 5
- Article 1, Section 1

During the oral presentation on April 24, 2009 you presented the following:

ALLEGATION

It was stated management is in violation of Article 10, Appendix A, Section 7.B, because of scheduling excessive mandatory meetings at 8:00 a.m. It was also suggested that management follow the practice of the Stillwater, OK office and record training to show at 4:00 p.m. You also proposed to cap the maximum amount of mandatory meetings to be 5 per month.

RESPONSE

Management is not in violation of Article 10. Management does not schedule excessive mandatory meetings at 8:00 a.m. Management, as guided by the Contract, balances the need for morning training with its commitment to flextime. The mandatory meetings are scheduled

to minimize interference with the use of the morning flexible band. The following is a list of the mandatory meetings at the Muskogee, OK office since January 1, 2009:

<u>MONTH</u>	<u>MANDATORY MEETINGS SCHEDULED</u>
January	2
February	2
March	3
April	3
May	3

Management does not view the above schedule as excessive. Management is within its right to schedule mandatory meetings. As prescribed by the Contract, on the days that training and/or meetings are scheduled, employees will arrange their time of arrival so as to be present for such training and/or meetings. You proposed to put a cap of the maximum amount of 5 mandatory meetings per month. Management is consistently well below that number, and within its right to schedule mandatory meetings as needed.

ALLEGATION

You alleged 6 out of 18 employees were not aware of the mandatory meeting on March 25, 2009, therefore it was not fair and equitable to have the meeting.

RESPONSE

Signage is always posted in the office at the beginning of the month stating the meetings for that month. This is posted at the beginning of each month. This has been the practice of the Muskogee office to ensure all employees are aware of the meeting in a timely fashion. The meetings are also posted on the office calendar.

ALLEGATION

You stated there is no requirement to charge leave, therefore management is in violation of the Contract due to charging the grievant with leave when she was late for the mandatory meeting.

RESPONSE

The agency recognizes there is no requirement to charge leave when someone is late for mandatory training. The ½ hour of annual leave which was charged to the grievant shall be restored. Nevertheless, _____ was late for mandatory training. She is required to be present for mandatory training as prescribed by the Contract, Article 10, Appendix A, Section 7.B. In the future, Muskogee management shall warn employees to be on time to mandatory meetings and shall charge absent without leave (AWOL) if an employee continues to arrive late to mandatory meetings. Use of unanticipated leave shall be called in as prescribed by the Contract, Article 31, Section 5.

ALLEGATION

Article 18, Section 1:

It was stated in the oral presentation that management treatment is disparate and illegal for female employees because they are the primary care providers for their children.

RESPONSE

There is no substance to this allegation.

In reaching my decision concerning this Step 1 grievance, I have reviewed the written grievance, and the information provided by the union at the April 24, 2009 oral presentation. Scheduled training is necessary to carry out the mission of the Social Security Administration. Management fulfills its responsibility to limit the number of training sessions each month following the guidelines of the contract. All employees who are not present at 8:00am scheduled training sessions and who are not on leave shall be first warned and thereafter charged AWOL.

There are no violations of Articles 1, 3, 10, 20, or 18.

Nevertheless, management will restore $\frac{1}{2}$ hour of annual leave charged to her for not being timely present at the mandatory meeting of March 25, 2009. Clear distinction between mandatory and optional training sessions was also requested. Management strives for employees to know what meetings are mandatory and which are optional. Management will post "Mandatory" for meetings which are mandatory to clarify and avoid any confusion in the future. Partial relief is granted.

If the Grievant is dissatisfied with this decision, a Step 2 grievance may be filed in writing within 5 workdays with Joe Deschaine, District Manager of the Muskogee, OK Social Security Administration Field Office.



Tawanna Cathey
Assistant District Manager
Muskogee Office

5/14/2009
Date

cc: Saulo Ybarra, CHR/LERT