

American Federation of Government Employees

AFFILIATED WITH THE AFL-CIO

Local 2505

Ylita Edd
President



Ralph C. de Juliis
Executive Vice President

April 2, 2007

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 January 17, 2006, AFGE Local 2505 President Ylita Edd took a detail to the MSS position in Oklahoma City. The MSS position is a non-bargaining unit position. Local President Edd's detail was for 120 days. Her detail ended on or about May 8, 2006 and Local President Edd returned to her position in Oklahoma City as a CR (a bargaining unit position).

Article 6 (Dues Withholding), Section 4 (Effective Dates), reads in part:

Effective dates for dues withholding actions will be as follows:

Action

Effective Dates

E. Suspension due to temporary movement (as documented on an SF-50) to a position outside the

1. Employees in this situation will be notified in writing that dues withholding will stop two pay periods after the effective date of the action and that dues withholding will automatically

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unit of recognition.

resume the first pay period that the employee returns to a bargaining unit position.

2. However, an employee may request in writing (on a form provided by the Agency) that dues withholding continue during the temporary movement outside the unit of recognition. The employee may later choose to suspend dues withholding at any time during the temporary movement to a position outside the unit of recognition.
3. If an employee's dues withholding anniversary date occurs during the period of temporary movement outside the unit of recognition, the employee can elect to terminate dues withholding in accordance with Section 4.B of this Article.

As of this pay period, some eleven months after Local President Edd returned to her bargaining unit position, SSA ***still*** has not resumed dues withholding from Local President Edd's pay check, even though the above quoted contract section requires SSA to resume dues withholding "...the first pay period that the employee returns to a bargaining unit position."

In addition, to violating Article 6 of the contract, SSA has also committed an Unfair Labor Practice. Violations of 5 U.S.C. 7115(s) (Allotments to Representatives) are Unfair Labor Practices. ULPs are violations of the National Agreement in Article 1, Section 1 and Article 2, A and B which incorporate 5 U.S.C. 71 by reference.

The FLRA has ruled that the Agency's duty to withhold dues is not dependent on the contract. *Department of the Treasury, U.S. Mint and AFGE, Mint Council, C-157*, 35 FLRA 1095 (1990). The FLRA has also found that the appropriate remedy for an Agency failing to properly deduct dues is for the Agency to reimburse the Union. *Department of the Navy, Naval Underwater Systems Center, Newport, RI and Federal Union for Scientists and Engineers/National Association of Government Employees, Local R1-144*, 16 FLRA 1124 (1984). The FLRA has ruled that even an inadvertent delay in honoring dues deduction authorizations is a ULP. *Department of Health and Human Services, Social Security Administration, Chicago, IL and AFGE, Local 1346*, 13 FLRA 164 (1983.) Finally, in *U.S. Department of Energy, Washington, D.C. and NTEU, WA-CA 703333; WA-CA-80228* (Nov. 12, 1998) noted that

The Authority has long held that the remedy for failing to comply with section 7115(a) properly includes a requirement that an agency reimburse a union for the dues it would have received but did not as a result of unlawful conduct. *Department of the Navy, Naval Underwater Systems Center, New, Rhode Island*, 167 FLRA 1124, 1127 (1984)

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 that SSA has violated Articles 1, 2, and 6;

and

(2) payment to AFGE Local \$12.15 for every pay period that SSA failed and refused to withhold the dues of Local President Ylita Edd (which is on-going as of this date).

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

Please be advised that if Local 2505's other Section 10 grievance on SSA's failure and refusal to properly process dues withholding (DF-2007-R0005) does not settle, the Union wishes to consolidate this grievance with that one.

Sincerely,

Ralph C. de Juliis

cc: AFGE Local 2505 Executive Committee