

# American Federation of Government Employees

AFFILIATED WITH THE AFL-CIO

## Local 2505

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**Ralph C. de Juliis**  
President



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**Carol A. Lewis**  
Executive Vice President

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29 January 2009

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.

By email dated Friday, January 16, 2009, the Union demanded to bargain temporary, non-competitive promotions for 120 days of bargaining unit employees to GS 12 in the Shawnee, OK SSA district office. (Attached) SSA did not give the Union's designated representative advanced notice and the opportunity to bargain or attend the formal discussion at which the changes were announced to the staff. The Union demanded bargaining prior to implementation.

SSA failed to respond. The detailed employees began their assignments on January 19, 2009.

SSA's failure to give the Union's designated representative advanced notice and its refusal to bargain and its bargaining directly with the employees in McAlester constitute an Unfair Labor Practice (a violation of 5 USC 7116) and a violation of the AFGE-SSA National Agreement, Article 1, Sections 1 and 2, Article 2, letters

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**c/o Social Security Administration**  
4750 South Garnett Road ♦ Tulsa, Oklahoma 74146-5233  
**VOICE: (918) 641-2409 Ext. 2923 ♦ CELL: (918) 781-3096 ♦ FAX: (918) 641-2446**  
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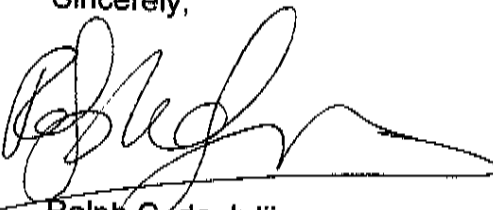
A and B, Article 3, Sections 1 and 2, Article 4, Sections 1 and 5, Article 16, Sections 1, 2, 4 and 8 and Article 26, Section 3.

The Union waives its right to make an oral presentation on this grievance. The Union wishes to include this matter in DF-2008-R-0010 since the issues are identical.

The remedies sought by the Union are: (1) an FLRA styled posting and (2) non-competitive 120 day details to GS 12 positions for the Shawnee employees who were not chosen.

Thank you!

Sincerely,



Ralph C. de Juliis  
AFGE Local 2505

Attachment

cc: AFGE Local 2505 Executive Board

**Dejuliis, Ralph**

**From:** Dejuliis, Ralph  
**Sent:** Friday, January 16, 2009 12:38 PM  
**To:** Griffin, Mike  
**Cc:** Crawford, Angela FO Shawnee  
**Subject:** Temporary Promotions in Shawnee

Good Afternoon, Mike!

I understand there was a staff meeting yesterday in Shawnee to announced that Jessica Lantagne and Debbie Lau will be temporarily promoted to MSS and TE positions. That is really nice for them.

AFGE is wondering if that is part of Track II?

Were all the employees informed that Shawnee was going to have non-competitive GS 12 promotions so that everyone who was interested could express their interest?

Will there more temporary promotions after Ms Lantagne and Ms Lau have completed their assignments?

Several months ago, AFGE demanded bargaining on Track 2:

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**From:** Dejuliis, Ralph  
**Sent:** Monday, June 30, 2008 11:36 AM  
**To:** Schuenemeyer, Ramona; Vaughn, Dianne A. RO Dallas; ||DA Area VII; ||DA ORC; |OK FO Ada; |OK FO Ardmore; |OK FO Bartlesville; |OK FO Chickasha; |OK FO Clinton; |OK FO Enid; |OK FO Hugo; |OK FO Lawton; |OK FO McAlester; |OK FO Miami; |OK FO Moore; |OK FO Muskogee; |OK FO Oklahoma City; |OK FO Okmulgee; |OK FO Poteau; |OK FO Shawnee; |OK FO Stillwater; |OK FO Tulsa; |OK FO Woodward RS  
**Subject:** TRACK 2 - Question and Concerns / Bargaining Demand

Good Morning, All!

At a recent Track 2 employee discussion, management displayed data which is not available to employees, but is available to management, of the various things for which employees have been given credit as a TRACK 2 developmental assignments.

One of the employees, from Fayetteville, AR was given TRACK 2 credit for giving EEO Counseling.

The last time I asked (it was several years ago) SSA would NOT permit AFGE representatives to become EEO Counselors.

So, if SSA is giving TRACK 2 credit for EEO Counselors, if SSA will NOT permit AFGE Representatives to be EEO Counselors, THEN AFGE representatives are deprived of the ability to engage in EEO Counseling duties to get Track 2 credit SOLELY because AFGE Representatives are engaged in protected activities.

To grant or withhold something like that because of an employee engaging in protected activity is an Unfair Labor Practice. It violates Articles 1, 2 and 3 of the National Agreement. Such discrimination is a prohibited personnel practice. <http://www.osc.gov/ppp.htm#q1>

Will SSA permit AFGE representatives to serve as EEO Counselors?

If not, will SSA give ALL AFGE representatives TRACK 2 credit for their representational activities, which in my opinion, would be fair and level the playing field?

These are NOT the only problems with Track 2. In at least one office, management created a 120 day detail to a GS-12 TE position and claimed it was Track 2. It provided that assignment to the ONLY MALE in the office in question. When the female employees asked about it, management could not and did not promise that there would be any more such 120 day details to a GS-12. Naturally, none of the female employees were told about the assignment and given the opportunity to compete before hand.

It appears to the Union that Track 2 as SSA has implemented, willy-nilly, catch-can, is, at best, rife with favoritism and, at worst, unfair and discriminatory.

Since we appear to be consulting and bargaining via email, please consider this another formal request to negotiate from AFGE Local 2505. The Union does NOT agree to post-implementation bargaining. The Union reserves the right to submit any agreement to membership ratification. It appears that since every office is doing its own thing, the appropriate level of bargaining is the Local level.

As you are aware, Article 25, Section 2.C of the AFGE-SSA National Agreement states, "Neither party waives its rights under 5 U.S.C. 71 regarding the implementation of career development programs." If SSA consider Track 2 a career development program, then we are good to go regarding bargaining. If SSA doesn't consider Track 2 a career development program, I think we are still good to go regarding bargaining since SSA has created and implemented something which is severely flawed and discriminatory as noted above.

In order for the Union to understand what is actually occurring in each office, the Union requests, pursuant to 5 USC 7114(b)(4) what ever written documents each office has regarding Track 2 as being implemented in each office and Area VII. This includes but is not limited to emails to employees, emails from each office to the AD and / or RO about what can be done (e.g., temporary 120 day details) and what is being done (e.g., emails and paper work to temporarily promote an individual), submissions from employees to SSA which request Track 2 credit and SSA's response, a print out of the website referenced above indicating what was credited and in what office.

If there is a document that discusses the interplay of Track 2 and Individual Development Plans (Article 16, Section 4), the Union also requests that document. If there is no document, the Union would like that covered during the briefing.

The Union's particularized need is that we need to understand what is going on so that we can formulate our bargaining proposals to remedy sex discrimination and disparate treatment because of protected activities, so that we can see the variation from office to office since we are anticipating one bargaining to cover all offices in Local 2505, or, in the alternative, because we are going to be bargaining one agreement for each, individual office in Local 2505 and we need to know best practices so we can propose them in every office.

The negotiators for AFGE Local 2505 will be myself and Executive Vice President Carol A. Lewis.

Thank you!

Ralph de Juliis, President  
AFGE Local 2505

Shawnee management received and read that bargaining demand:

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**From:** |OK FO Shawnee  
**Sent:** Monday, June 30, 2008 12:40 PM  
**To:** Dejullis, Ralph  
**Subject:** Read: TRACK 2 - Question and Concerns / Bargaining Demand

Your message

**To:** Schuenemeyer, Ramona; Vaughn, Dianne A. RO Dallas; ||DA Area VII; ||DA ORC; |OK FO Ada; |OK FO Ardmore; |OK FO Bartlesville; |OK FO Chickasha; |OK FO Clinton; |OK FO Enid; |OK FO Hugo; |OK FO Lawton; |OK FO McAlester; |OK FO Miami; |OK FO Moore; |OK FO Muskogee; |OK FO Oklahoma City; |OK FO Okmulgee; |OK FO Poteau; |OK FO Shawnee; |OK FO Stillwater; |OK FO Tulsa; |OK FO Woodward RS  
**Subject:** TRACK 2 - Question and Concerns / Bargaining Demand  
**Sent:** 6/30/08 11:36 AM

was read on 6/30/08 12:40 PM.

I know that Angela is the AFGE's Local Representative. However, she is NOT the Union Rep to receive notice of changes in terms and conditions of employment like Track 2. SSA was put on notice that such notices had to come to me:

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**From:** Dejullis, Ralph  
**Sent:** Thursday, February 28, 2008 9:19 AM  
**To:** |OK FO Ada; |OK FO Ardmore; |OK FO Bartlesville; |OK FO Chickasha; |OK FO Clinton; |OK FO Enid; |OK FO Hugo; |OK FO Lawton; |OK FO McAlester; |OK FO Miami; |OK FO Moore; |OK FO Muskogee; |OK FO Oklahoma City; |OK FO Okmulgee; |OK FO

**Cc:** Poteau; JOK FO Shawnee; JOK FO Stillwater; JOK FO Tulsa; JOK FO Woodward RS  
**Subject:** Lewis, Carol A.; Brooks, Mitzi; Mashburn, Magda; Callahan, Dana B.; Vaughn, Dianne A. RO Dallas  
**Importance:** Union Designee for Notices Pursuant to Article 4, Section 5 (Installation Level Management Initiated Changes)  
High

Good Morning, All!

Please be advised that all notices of management-initiated changes shall be directed to my attention as the Union-designated representative per Article 4 Section 5. This applies to EVERY OFFICE except for Enid, for which all notices of management-initiated changes shall be directed to the attention of Mitzi Brooks, 1st Vice President.

Notice to the Union about changes has been hit and miss, mostly miss.

For instance, employees have retired / transferred; new employees have been hired. That necessitates changes in "alpha unit" distributions for initial claims and post-entitlement work, specialized units (e.g. RZ units, Work CDR units, Internet units, etc), and other workflow procedures (group rotations for front-end interviewing, certain types of claims routed to certain groups of employees, etc.). New employees needs mentors, which also means similar changes. As the new employees come up to speed and their responsibilities are increased, that will result in more of the same: i.e., similar changes.

Another example, some offices have been "caught" by time and attendance audits being nice to employees! Having been caught, certain practices have been eliminated which are forcing employees to use more leave. See *AFGE Council 215 and SSA OHA, Falls Church*, 60 FLRA 461, 466 (2004): ("[T]he Agency may make changes to existing practices that are illegal, but it must fulfill its obligation to bargain over the impact and implementation of the changes.").

Article 4, Section 1.A., reads in relevant part:

The Administration will provide the Union reasonable advance notice prior to implementation of changes affecting conditions of employment subject to bargaining under 5 U.S.C. 71. The notice will include the nature and scope of the proposed change, the proposed implementation date, the date and time of the briefing if requested, components affected, any applicable Agency guides and manuals related to the change, and the name of the Agency contact person.

Management has the right to assign work and correct illegal practices.

The Union has the right to bargain over the impact and implementation as well as appropriate arrangements. Sometimes, the Union has the right to negotiate substance. For the Union to exercise its contractual and statutory rights, it must first KNOW about the changes. While I enjoy playing "catch-me-if-you-can" as much as SSA management, my choice would be to conduct our Labor-Management Relationship on a more professional level, which begins with SSA providing the me, as the Local 2505 designee for all OK offices except Enid, with notice per Article 4, Section 1.A.

The Union is asserting its statutory rights to bargain over impact and implementation over proposed changes to field office workload and workflow, particularly "alpha unit" distributions for initial claims and post-entitlement work, specialized units (e.g. RZ units, Work CDR units, Internet units, etc), and other workflow procedures (group rotations for front-end interviewing, certain types of claims routed to certain groups of employees, etc.).

There is a significant body of FLRA precedent which indicates that numerous aspects of such issues are negotiable as procedures and appropriate arrangements, including but not limited to rotation procedures, seniority preference for qualified volunteers, equalization of work distribution. Therefore, the Union expects that management will provide the Union-designated representative with timely notice, per Article 4 Section 5, of any proposed changes to workload and workflow and will adhere to the Agency's duty to bargain over such changes to the fullest extent required by 5 USC 71. Any failure to do so will result in necessary action by the Union to enforce compliance.

Ralph de Juliis  
President  
AFGE Local 2505, AFL-CIO

Shawnee management also received and read that email:

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**From:** JOK FO Shawnee  
**Sent:** Thursday, February 28, 2008 9:23 AM  
**To:** Dejullis, Ralph  
**Subject:** Read: Union Designee for Notices Pursuant to Article 4, Section 5 (Installation Level Management Initiated Changes)  
**Importance:** High

Your message

To: ]OK FO Ada; ]OK FO Ardmore; ]OK FO Bartlesville; ]OK FO Chickasha; ]OK FO Clinton; ]OK FO Enid; ]OK FO Hugo; ]OK FO Lawton; ]OK FO McAlester; ]OK FO Miami; ]OK FO Moore; ]OK FO Muskogee; ]OK FO Oklahoma City; ]OK FO Okmulgee; ]OK FO Poteau; ]OK FO Shawnee; ]OK FO Stillwater; ]OK FO Tulsa; ]OK FO Woodward RS  
Cc: Lewis, Carol A.; Brooks, Mitzl; Mashburn, Magda; Callahan, Dana B.; Vaughn, Dianne A. RO Dallas  
Subject: Union Designee for Notices Pursuant to Article 4, Section 5 (Installation Level Management Initiated Changes)  
Sent: 2/28/08 9:19 AM

was read on 2/28/08 9:23 AM.

Because of my prior emails, I'm sure the failure to give notice and bargain was an unfortunate and unintentional oversight.

Nonetheless, the Union does NOT agree to let Shawnee management proceed with these temporary promotions prior to completion of bargaining, which includes getting assistance from the Federal Mediation and Conciliation Service, the Federal Services Impasse Panel, head of Agency review and member ratification.

If we can not reach an agreement, completion of all the steps in the bargaining process can be lengthy. Therefore, please let me know when SSA proposes that we begin bargaining. I have already committed the week of 1/27 to grievances in Poteau.

Thank you!

Ralph de Juliis, President  
AFGE Local 2505

TRANSMISSION REPORT

(THU) JAN 29 2009 13:33

ACCOUNT NAME :  
DESTINATION : 912147674259  
TEST NUMBER : 912147674259

:-CODE :

DOCUMENT# : 6802058-448  
TIME STORED : JAN 29 13:31  
TIME SENT : JAN 29 13:32  
DURATION : 1min, 10sec  
MODE : ECM

PAGES : 6 sheets  
RESULT : OK

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