

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
NATIONAL COUNCIL OF SSA FIELD OFFICE LOCALS  
DALLAS REGION - LOCAL 2505  
6128 E. 38TH ST., STE. 200  
TULSA, OK. 74135-5800  
(918) 581-6380

October 15, 1997

Mr. Edwin Hardesty  
District Manager  
Social Security Administration  
6128 E. 38th St., Ste. 200  
Tulsa, OK. 74135-5800

Dear Sir:

This is a Labor-Management grievance as per Art. 24, Sec. 10 of the AFGE/SSA National Agreement. On 10/1/97 a bargaining unit employee distributed, through the means of a desk drop, a notice to members of the Hispanic Affairs Association (HAA), that an HAA meeting was scheduled for 8:15 AM on 10/2/97 to be held in the office training area. Upon learning of this meeting (I saw the employee place a notice in the in-box of a member), I notified Ken Waggoner, the Assistant District Manager, that the Union objected to such a meeting being allowed using duty time and SSA space. I explained that while AFGE supported Hispanic activities and recognition, it could not agree to allow a management controlled bargaining unit employee group to use SSA time and SSA facilities to directly or indirectly discuss working conditions such as bi-lingual recognition. He said that he would contact Dana Callahan, Labor Relations Officer for the Dallas region. That afternoon, he approached me stating that he had talked with Ms. Callahan, and that based upon that discussion, the meeting had been cancelled.

The next morning, Mr. Waggoner informed me that the meeting was rescheduled for its original time and place. He, Bob, and I discussed the issue, and the Union was denied the same right as HAA to meet on duty time using SSA space. I then talked with Ken and you in order to protest the meeting. It met anyway. During this discussion, I expressed several ideas including:

1. The Union protested the meeting. Its recognition of HAA as a legitimate organization was questionable at best, and certainly AFGE did not agree to its use of SSA space or resources during duty time.
2. The Union protested any discussion of working conditions, and issues such as bi-lingual needs, public service, or concerns by such a group, particularly with management present.

3. It did not recognize such on-duty meetings as a past practice. The Union is not aware of past meetings during duty time.
4. I pointed out the exclusivist nature of the meeting: written invitations, delivered on SSA time, given only to management and HAA members.
5. Hispanic cultural/bi-lingual issues are not the province of the HAA. Neither employees in a generic sense, nor the Union in its role as the legal exclusive representative have agreed to share the right to speak or act on issues of diversity or multiculturalism with any management run group, and certainly have not abdicated a role in such issues.
6. Even if the group were legitimate, its presence, activities, and pursuit of goals effect working conditions. It is using SSA space, time, and even its planning for non-duty activities effects working conditions because employees engaged in such activities are not working during the planning time.
7. Change due to its meetings are unnegotiated, and failure to bargain. Its activities are divisive, and willful conduct on the part of employer or management which is either a ULP or a contractual violation, contributes nothing to the office culture or the new paradigm.

I expressed the fact that the Union would take action to oppose and stop all Tulsa HAA activities on duty time. In a subsequent meeting you stated that on the morning of 10/2/97, you had directed the same bargaining unit employee who did the desk drop to go ahead with the meeting as originally planned.

This grievance is based upon violations of several contract articles included but limited to: Art. 3, Sec. 2, Art. 3, Sec. 8, Art. 11, Sec. 3, and Art. 18, Sec. 1. These violations may be ULP's as well. Additionally, this is notice that the Union requests within 20 working days the following information through 5 USC 7114(b)(4):

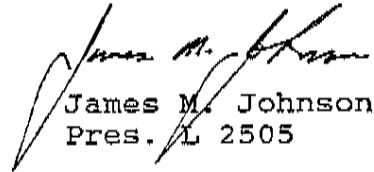
- A. All agency information at any level authorizing HAA to exist and operate.
- B. All records maintained at the DO level of HAA activities.

The particularized need for this information is: the pursuit of this grievance and all related or similar litigation, potential bargaining, maintaining the integrity of the program, and insuring that management fulfills its LMR and public service obligations. Should the particularized need not be clear, please

discuss this issue with me to try to more firmly establish the particularized need. I will accept sanitized information, and I will be glad to discuss any time frames or information concerns that you may have. Additional requests for information through 5 USC 7114(b)(4) may be forthcoming.

Remedy proposals will be forthcoming dependent upon information provided and the future discussion and activities between the parties. I am the appropriate contact person. I will schedule the 1st step presentation after the Union has had sufficient time to resolve any information concerns, receive and analyze all necessary data, interview all appropriate parties, and do appropriate consultation.

Sincerely,



James M. Johnson  
Pres. L 2505

cc: RVP Smith  
EVP Edd  
DVP Bollinger  
LRO Callahan

SOCIAL SECURITY  
ADMINISTRATION

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MEMORANDUM

Date: November 3, 1997

To: Jim Johnson, President  
AFGE Local 2505

From: Field Office Manager,  
Tulsa, Oklahoma

Subject: Grievance Dated October 15, 1997

Per Article 24, Section 10 of our bargaining agreement we are required to meet and/or discuss the matter within 10 working days after receipt of the grievance. The 10 working day period expired on October 29, 1997. I am to issue a written decision to you within 10 working days of the meeting. I responded to your discovery request on October 16, 1997 and have asked that you meet with me and tell me the specific relief that you are requesting so that I can issue a decision. You have not agreed to meet with me, nor have you outlined the relief that you are seeking. It is in our mutual interest to resolve our conflicts expeditiously and to adhere to the time frames outlined in the bargaining agreement. I have not agreed to the extension of any time limits outlined in our bargaining agreement. Since I have no way of knowing the specific relief that you are requesting, it is difficult for me to issue a decision in this case. I will, however, be issuing a decision on November 13, 1997. Should you request a meeting to be held prior to that date I will be most happy to meet with you at your convenience. I would also be willing to consider any written information that you wish to provide to me prior to that date.

If I can provide additional information or be of assistance to you, please do not hesitate to contact me.

*Ed*

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11/4/97

Mr. Edwin Hardesty  
District Manager  
Social Security Administration  
6128 E. 38th St., Ste. 200  
Tulsa, OK. 74135

Dear Sir:

In response to your 11/3/97 notice (copy enclosed) informing me that you intend to render a decision concerning the Section 10 grievance dated 10/15/97:

1. It is true that you responded to my information request. Upon receiving it and at least one time thereafter, I stated that I would recontact you if I had additionally requests. I will do so if necessary. I will return the supplied documents once I have copied them.

2. It is not accurate to say that I have not agreed to meet with you. Our very discussion over meeting indicates that we have discussed the issue. I have stated my willingness to meet with you. At least twice, I have asked you to let me review the provided data and then formulate a reasonable relief request. I also asked you to allow me time to respond given the obstacles of planned leave, medical commitments, and holidays. You did not object when I asked for time to respond. In your letter you state no reason for your hurry except a sudden need to obey your reading of the National Agreement.

All of this comes after your suggestion that I might become too "legalistic" like the Pharisees (which I hope was not a religious slur), and after a history of Union courtesy concerning time frames. I have not once insisted that you not be given time for your schedule which has included regional travel and teaching assignments, the illness of your daughter, and personal leave. Additionally, my courtesy to you is evidenced by my original request of information in which I stated my willingness to discuss time frames and information concerns you might have. If you feel that you cannot extend the time frame in this instance then please state a specific reason why you cannot, in writing. I certainly agree that we should expeditiously act, but in this

process accuracy and equity are just as important goals as timeliness. Please do not make material misstatements such as claiming that I will not meet with you to resolve issues.

3. Concerning specific relief, here is a request for your consideration:

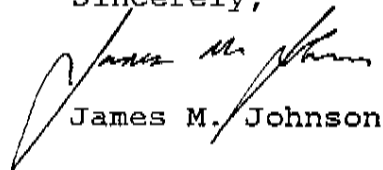
- a. A written apology letter in English and Spanish, approved by me, and distributed to all employees, stating that what occurred on the day in question was a willful mistake, was divisive to the employees, and was an illegal use of SSA space, time, and resources.
- b. A written promise in English and Spanish, approved by me and given to all employees, that neither you, nor management will ever again allow HAA or any similar group to use Tulsa SSA time, space, or resources.
- c. A written promise in English and Spanish, approved by me and given to all employees, that you recognize AFGE as the exclusive representative, and that you will fulfill all collective bargaining obligations.
- d. A written letter in English and Spanish, approved by me, extending your thanks to AFGE for its taking action in this matter to safeguard taxpayer dollars by not allowing management to illegally bypass the Union and sponsor a de facto management controlled labor organization prohibited by 5 USC 71.

Let me remind you of the seriousness of this incident. Once before in April of this year, you and I dealt with a situation in which a group attempted to form without the legal standing to represent employee views, and without authority to use agency time and space (copy enclosed). As you stated in that letter:

"I do not recognize this group as a legal entity with authority to represent views of members of the bargaining unit to me. I have not nor will I allow such a group to meet on agency time or in agency space. I will not meet with this group. I want to emphasize to you that I do recognize AFGE's position as the exclusive representative of members of the bargaining unit and agree that we cannot teams or groups outside the boundaries of our partnership and legal responsibilities.

How truly unfortunate that despite your comments about how the, "chairman never blinks," and how you will always deal with the Union from a position of honor, that you have failed to meet your LMR obligations. Please respond in writing.

Sincerely,

A handwritten signature in cursive script, appearing to read "James M. Johnson".

James M. Johnson

cc: RVP Smith  
DVP Bollinger  
EVP Edd  
LRO Callahan