

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):

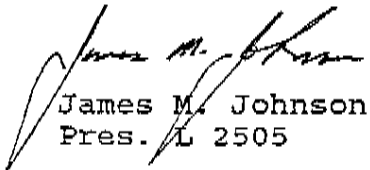
- A. All agency information at any level authorizing HAA to exist and operate.
- B. All records maintained at the DO level of HAA activities.

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