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Volume Two

AFGE LOCAL 2505 SSA OKLAHOMA

May 1989

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#### LOCAL MEETING

AFGE Local 2505 met Sunday May 21, 1989. The meeting was called to order by President Sy Overturf. The minutes of the previous meeting were read and approved. The Treasurer's report was given and approved. An audit of the Local's financial records was completed.

During the meeting the members present discussed the official time case, current status of grievances and unfair labor practices pending, Regional Assessment Plan, independent agency status, and organization.

There were four members present.

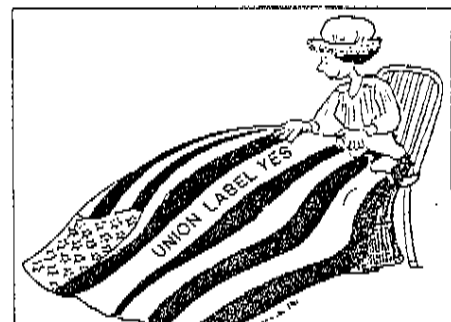
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#### INDEPENDENT AGENCY BILL

We are pleased to report that the independent agency bill has been quietly moving through Congress. The sponsors expect to complete floor action in both the House and Senate by late June 1989. At the present time, there are identical versions in the House and Senate and sponsors expect that it will remain that way. This is important because of the delays which can occur when differences must be resolved in conference committees. Sponsors plan to attach it to the Budget Reconciliation Bill to make it "veto proof."

The initial bill was introduced in the House on January 30, 1985 and its enactment has been a high priority item on AFGE's legislative action agenda since then. Local 2505 played an important role in the evolution of this bill. Two of its representatives held a meeting with Congressman Jim Jones (then Chairman of the SSA Subcommittee) in April 1985 to solicit his support for the independent agency concept. Prior to that time, Jones indicated that he was opposed to an independent agency for SSA, but about two weeks after this meeting, he totally reversed his position and announced his support for the bill. Jones endorsement was critical for the bill to start receiving serious consideration in Congress.

There is a good chance that SSA could have independent agency status by the end of the fiscal year. An independent agency status should provide for more stable, consistent and (hopefully) sensible policies as compared with what has occurred in the past. A good example of this is what has happened under the Hardy regime. Although, in a perverse way, Hardy probably contributed to the enactment of this bill. The four to five year period required for this legislation is not unusual considering the scope of the changes involved. For example, the 1986 tax reform act was around in various forms for about the same length of time.



## FLSA OVERTIME BACK PAY ISSUE

AFGE has taken a two track approach to litigate this issue: (1) A class action law suite filed with the Court of Claims, and (2) A national grievance filed under the provision of the National Agreement between SSA and AFGE.

1. Court Case: The AFGE General Counsel initially filed a class action suite in the Court of Claims. It is currently pending decision by the Court on certain procedural and threshold challenges raised by SSA. One of SSA's threshold challenges was that the grievance procedure in the National Contract between SSA and AFGE was the proper forum to litigate the issue. There is no projection as to when these challenges will be decided.
2. National Grievance: In order to protect employees rights, a national grievance was also filed against SSA. Any relief obtained under this procedure will be enforceable only in offices represented by AFGE. We received the Agency's reply to the grievance in early April 1989. As expected, the Agency denied the grievance and the Union has invoked arbitration.

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### MEALS AND INCIDENTAL EXPENSES (M&IE) FOR SHORT TERM TRAINING

Short term training is a period of training which does not exceed 30 days. It came to the attention of the Union that employees detailed for short term training, in the Dallas Regional Training Center, were being underpaid in M&IE. They were being paid \$25.00 per day, but there were entitled to receive the fixed GSA rate of \$33.00 per day from late 1986 to late 1988 and increasing to \$34.00 beginning in late 1988. The Union filed a grievance against the Regional Commissioner and the Agency has agreed to settle. Employees in offices represented by AFGE will be entitled to receive the unpaid difference between the \$25.00 per day they received and the applicable Fixed GSA Rate (i.e.: \$33.00 or \$34.00). It will be up to the discretion of the Agency whether or not employees in offices not represented by AFGE receives relief.

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### MEALS AND INCIDENTAL EXPENSES (M&IE) FOR LONG TERM TRAINING

Long term training is a period of training which exceeds 30 days. The M&IE daily rate for the Dallas Training Center was increased from \$25.00 to \$34.00 effective with classes starting in January 1989. This occurred as a result of the Union challenging the \$25.00 rate as being inadequate under the provisions of what is known as the "Travel Allowances for Long Term Training Assignments" Memorandum Of Understanding (MOU) between SSA and AFGE.

Briefly, the facts are as follows. The GSA Travel Regulations permit (but do not require) Agencies to establish M&IE rates lower than the fixed GSA rate. SSA, in an attempt to save money at employees expense, decided to take full advantage of this provision. The above cited MOU required that the Agency give AFGE advance notice of all long term training classes and the Union had the right to challenge the Agency's proposed M&IE rate, if it was less than the Fixed GSA rate. The Agency failed to comply with the requirement of advance notice for substantial periods of time, but the Union accidentally became aware of classes starting in January 1989 and invoked the survey which resulted in the higher rate.

The Union also has initiated litigation in the forum of a Unfair Labor Practice in an attempt to get additional M&IE reimbursement for employees who attended classes that started January 21, 1988 through December 31, 1988. This is based on the Agency's failure to provide the notice and information concerning the training classes which were scheduled to start during this period. If this litigation is successful, employees from offices represented by AFGE will be entitled to receive the additional reimbursement.

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LETTER FROM A CO-WORKER

The letter below was written to the President of Local 2505 by an employee who was the victim of an outrageous and baseless complaint from an irate claimant. A grievance was filed because the supervisor decided that a substantial degree of creditability would be given to the complaint. Full relief was obtained at Step Two of the grievance procedure; so all names have been deleted. (Otherwise, the letter is verbatim.) We felt that this employee did such a good job of expressing what the Union is about that it should be shared.

Dear Sy:

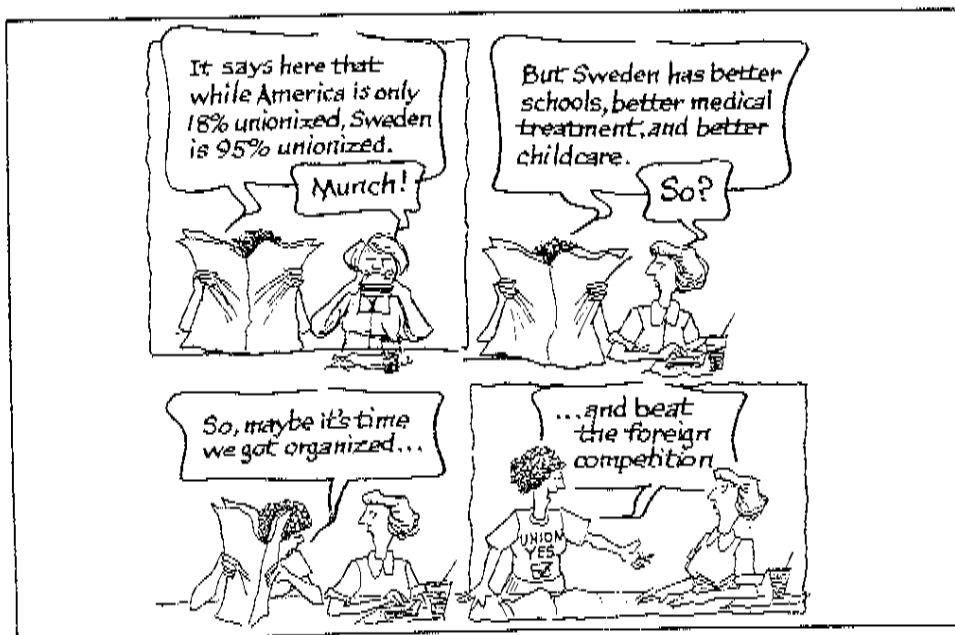
"You say you have troubles as great as my own. I'm bound to admit that it's true, but considering the fact that mine happened to me while yours merely happened to you." Over the seventeen or so years that I worked with -- (A former employee in that office)-- he recited this saying to me quite often, but it has just been within the last few years that I've had a clearer understanding of what it means.

When I was a child I can remember thinking that the bad stuff always happened to the kid next door or the kid down the street -- boy did I learn the hard way. Since all of my over 20 years service with the government has been in the same office, I thought management knew me and my work so I had no great fears when I first heard the allegations made by a claimant against me ----- again I learned the hard way.

I guess what I'm trying to say is thanks --- I thought my whole world had crumbled until you and -- (The Union Rep) -- showed me that you believed in me even though you didn't know me. This knowledge kept me from going under --- thanks for all your work and faith.

Sincerely,  
(Employee's name deleted)

An investigation by the Union Representative revealed that there was no basis for the irate claimant's allegations. The Union Representative made it clear that the Union was prepared to proceed to arbitration if acceptable relief was not obtained in the grievance procedure. In arbitration, the Agency is forced to prove its case under the rules of evidence. No such protection exists for employees in offices not represented by a Union.



**WHEN THEY STAND,  
THEY'LL STAND WITH US.**

What we do and say today will  
make the difference.

It's up to us to make sure the  
next generation inherits a  
stronger voice.

And that they are proud of  
what we stand for.

**AMERICA WORKS BEST  
WHEN WE SAY...**

**UNION**  
**YES** 