



**NATIONAL COUNCIL OF SSA FIELD OPERATIONS LOCALS**  
**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO**  
*Representing over 28,000 Social Security Employees working in over 1,300 field installations and 36 teleservice centers across the nation, Puerto Rico and Pacific Islands*

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**Grievance Regarding the Hazardous Weather Policy**  
**Filed on Behalf of Council 220.**

**Hazardous Weather Policy**

**Issue:** On 11/08/18, the Agency informed the employees of the Social Security Administration that they would be unilaterally changing Article 31, Section 3 E (2), and Article 41, Section 6 (A) to allegedly comply with OPM regulations to implement the Administrative Leave Act of 2016. This is being filed as a continuing violation.

**Responsible Management Officials:** All SSA management officials.

**Argument**

**1). Violation of Article 31, Section E (2).**

**Rule:** Article 3, Section 2a states, *"When a decision is made to close a work place for a full day by administrative order due to emergency conditions warranting such closing, employees not required to work, including employees previously authorized paid leave (e.g., annual, sick, credit hours, or compensatory time), will not be charged leave. The Administration will timely notify the news media and employees on duty of such decision.*

**How Violated:** Under the current agreement, when the office is closed, due to an emergency condition, those employees on previously authorized paid leave, would not be charged leave, they would be given administrative leave, like everyone else. Under managements change, those employees on previous authorized paid leave, would be charged leave.

**2). Violation of Article 4, Section 1.**

**Rule:** Article 4, Section 1 states in pertinent 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. Upon notice from the Administration, the designated Union representative will notify the designated Management representative of its desire to consult and/or negotiate on the change within the timeframe set for the level of negotiations involved.*

**How Violated:** **Article 4 Contract Violation.** The Agency unilaterally implemented this new weather policy. The Union was not provided adequate notice as required by Article 4. The Union was not informed of the scope of the change or the proposed implementation date, and the Union was not provided with a briefing. The Agency by its actions have **violated Article 4, Section 1 and 5 USC 71.**

**3). Violation of 5 USC 7116 (a) (7) & (8)—constituting an Unfair Labor Practice.**

**Rule: 5 USC 7116(a)(7)** states, it shall be an unfair labor practice for any agency to *“to enforce any rule or regulation (other than a rule or regulation implementing section 2302 of this title) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed;*

**How Violated:** The Administrative Leave Act of 2016 was created in 2016 and published on 04/10/2018. At the time of publication and at the time of creation, the 2012 AFGE/SSA national agreement was in effect. Even today, as per **Article 7, Section 2**, the 2012 National Agreement is still in effect even though the parties are currently renegotiating the agreement. Additionally, the provisions of the new weather policy conflict with the provisions in Article 41 and Article 31, therefore, it is an unfair labor practice for the agency to enforce the new provisions.

**4). Article 41, Section 6, A**

**Rule:** **Article 41, Section 6, A**, states, *“If there is an early dismissal or late opening in the ODS, and the employee is working at their residence as the ADS, the employee is required to complete a full workday, unless the employee takes appropriate leave. If there is a full day closure at the ODS, the employee will be excused without a charge to leave. If the ADS is a telecenter or another SSA facility, the employee must abide by the office closure, early dismissal, or late opening rules for that location.”*

**How Violated:** **Article 41, Section 6a**, provides that employees who are teleworking when the office is closed for the entire day to be placed on administrative leave. The new policy requires teleworkers to work the full day, or take leave. Further, the new policy requires that teleworkers be required to take their laptop's home with them when the agency anticipates hazardous weather conditions.

**5). Article 9, Section 15**

**Rule:** **Article 9, Section 15** states in pertinent part, *“The parties agree that recognizing, minimizing and coping with stress are essential parts of employee wellness.”*

**How Violated:** Forcing employees to work albeit from home, during hazardous weather conditions is completely inappropriate and does not minimize stress of employees. The new policy, if implemented would force employees to work during the threat of hurricanes, tornados, and other severe conditions.

The new policy does not take into account that employees may or may not be forced to deal with closing schools and children. Forcing employees to work, during severe weather conditions, does not decrease stress, it only increases it.

**6). Article 3 Section 2a**

**Rule:** Article 3, Section 2a states, in pertinent part, *"All employees shall be treated fairly and equitably in all aspects of personnel management and without regard to political affiliation, race, color, religion, national origin, sex, sexual orientation, gender identity, genetic information, marital status, age, parental status or disabling condition, and with proper regard and protection of their privacy and constitutional rights."*

**How Violated:** Treating employees who telework differently than employees who do not telework is inherently unfair. In this new policy, the Agency chooses to grant administrative leave to non-teleworkers for severe weather conditions and at the same time, chooses NOT to grant administrative leave to teleworkers, who are working in the same severe weather conditions. There is no legitimate business reason for this action and is nothing more than an arbitrary sham decision to supposedly save costs.

**Summary**

Management never provided notice as required by Article 4 to the Union regarding this new policy. The new policy violates Article 41, Section 6a, Article 31 Section 3 E(2), Article 3, Section 2(a), Article 9, Section 15, Article 4, and is an unfair labor practice violating 5 USC 7116 a(7) & (8).

**Remedy**

1. Management will immediately cease the implementation of the new hazardous weather policy.
2. Management will, if they choose, seek the addition of the new weather policy into the new AFGE/SSA agreement via the current contract bargaining, not by this unilateral act,
3. Management will reimburse teleworkers for all leave that was denied them and provided to non-teleworkers as a result of office closures for emergency purposes,
4. The finding of unfair labor practice, and related posting,
5. Reasonable Attorney Fees,
6. Any and all remedies as determined by an arbitrator.

The Union would like an oral presentation, please contact me at [peter.j.harris@ssa.gov](mailto:peter.j.harris@ssa.gov) to arrange for that.

Thanks!

  
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