

What is Operational Needs and Why Should I care?



“Operational needs” is a term that most of us will never encounter in the normal course of our lives. But if you are an employee of the Social Security Administration and especially an AFGE representative, you have heard it ad nauseam and can’t wait for the day you never hear it again. In fact, from the 2012 Master Agreement to the current 2019 Master Agreement the use of the term increased by 33% despite the fact that the term has never been defined. Normally when an abstract term is introduced into the lexicon of a contract it is normally succeeded with a definition that the parties agree to. And since the 2019

Master Agreement defines other terms or words 19 separate times throughout the four corners of the contract, it is not unconceivable to imagine the controlling party (the agency) could have made it an even twenty and define “operational needs.” After all, isn’t it reasonable to think that a term that was relied upon 32 should have a definition that is mutually agreed upon?

Setting aside the fact that the whole purpose of a contract is that all affected parties have a clear and unambiguous understanding of their responsibilities as well as their rights; the fact that the parties felt compelled to define such words as “employee,” “overtime,” and “day” demands a definition of the abstract term “operational needs.” It begs the question: why wouldn’t the parties want to define such an abstract term as “operational needs?” If you seriously ponder this question, the first answer you would stumble upon is that not all parties disprefer a definition. It is completely logical that the Union would prefer a definition because any time a term is rendered unambiguous; it is less likely to be the cause of litigation. So the second question you would ask yourself after deducing that only the agency would like the term ‘operational needs’ undefined is simply why?

After applying every critical and analytical tool available, you will fail to divulge even a scintilla of legitimate reason for this ominous omission. And after exhausting every other possibility, you must come to the conclusion that perhaps the

agency's intent is less than virtuous. If you are a Union representative it took you very little time to arrive at this conclusion, as it is a very well driven road you take one more time! Because the agency is the controlling party it has tacitly turned the term "operational needs" into a doctrine that essentially means: anytime you want to exercise your management right without enduring the hassles of barraging with the Union, just say "operational needs!"

We as the exclusive representatives of the bargaining unit have an obligation to challenge management's invocation of "operational needs" every time it is espoused. To do this effectively it must be understood that it means something different to the agency than it does to the Union. Since it is not defined, we must interpret what it infers. In the context of how the term is used, it essentially suggests an aberration in the normal conduct of business within an office that requires measures above what is deemed normal to sustain the operations of the office to a level that is consistent and practicable with past practice. The aberration in the conduct of business must be substantial and the resolution must also take into consideration the needs of the bargaining unit—if the action evolving from the operational need brings harm to the employee(s), management has a duty to seek another resolution.

Even though the agency has indoctrinated the term "operational needs" so that it simply needs to be uttered and it is in full force, this is not the case. The 'operational needs'

invocation needs to be demonstrative and its veracity must be tested. This is akin to a student going to the blackboard and doing a division problem. It is not enough to simply give the answer; the student must show the work that led to the answer otherwise the student does not get credit for the answer even if it is the right answer (a more apropos example would be to illustrate the mistrust exemplified by management when they ask an employee for a doctor's note after being out for one day because it was a "maxed out day" or requesting proof that an employee attended a funeral). The Union has been acculturated to reciprocate the mistrust. In the instant matter, management must provide the relied upon data that precipitated the invocation of "operational needs" (normally the contrast of various points in time in the office) so the Union can authenticate the office's real needs. It is the author's supposition that if such a standard was effectuated as perfunctory, the "doctrine" of "operational needs" would be relied upon sparingly because of diminishing returns on the endeavor. Of course the anticipated rejoinder to this argument from management would be "where does it say this?" The answer would be nowhere, but if well-articulated argument was made during the grievance process, a third party finder of fact will most likely rule in your favor and if it happens often enough, the agency will feel compelled to change its ways.

In reality, the term "operational needs" is a misnomer. Words have specific meanings and within the confines of a

collective bargaining agreement is not the place to deviate from this principle. In the context of SSA, “operational needs” is actually a condition that exists in every office at all times. A proper representation of the standard to be conveyed would be “operational emergency.” After all, if the true standard was “operational needs” a legitimate argument could be made for never approving annual leave, never permitting the use of official time, and never allowing telework and not even the agency can make such an audacious declaration with even a modicum of seriousness devoid of trumpery. We need to strive for the adherence to the plain meaning of words and not create ambiguity as a validation to abuse discretion with impunity.