

SSA Contract Proposals Aim to Slash Employee Benefits and Eliminate Effective Union Representation

AFGE and SSA exchanged contract proposals on December 23, 2009. While AFGE proposed increases in numerous employee benefits, SSA proposed not one increased employee benefit. Instead they proposed numerous benefit cuts and erosions of employee rights. While Commissioner Astrue sent a message to SSA employees on December 2, 2009 praising them for their “hard work and dedication” his contract team was preparing proposals which cut employee flextime benefits, cut leave entitlements, reduced employee benefits, eliminated any employee input in mid-contract changes and eliminated all face-to-face dialogue with employee representatives.

Merry Christmas and happy New Year to you too Mr. Astrue, the hypocrite.

What are the Agency’s goals as expressed in their initial contract proposals?

The Agency starts off by proposing to eliminate any language in the contract which preserves past practices and previous negotiated agreements. That means that if employees currently enjoy any past practice (e.g., an extra 30 minutes extended lunch during the Christmas season in order to have pot luck lunch, the right to eat and drink at employee desks, the right to listen to a radio while working overtime, etc.) SSA wants the right to terminate such practices without any notice or opportunity by the union to negotiate the change. Such language would also terminate all agreements that the union has negotiated to address changes that SSA proposes between contracts. SSA’s goal is to unilaterally make changes while eliminating employee’s current ability to negotiate such changes through the union.

In employee rights SSA has proposed the following:

- Restrictions on who the union can appoint to represent employees. The Agency language would prohibit the union from assigning attorneys, AFGE National Representatives and many AFGE Local Presidents to represent employees. This proposal illegally interferes with the union's ability to function.
- SSA proposes that they will have the right to establish any record that they want which will contain information on employees. Current contract language restricts such records to a particular list that union and management agreed to. This language that SSA proposes could lead to major abuses by unscrupulous managers with no right to redress such abuses.
- SSA proposes to eliminate all language in the contract that permits employees to review, receive copies and comment on material in their Official Personnel File.
- SSA proposes to eliminate all language that entitles employees to emergency payments of their full compensation if SSA fails to pay them timely.
- SSA proposed language that would enable them to unilaterally rewrite the rules for filing claims for waiver of overpayments. This language would prohibit the union from negotiating such rule changes.

In the Article on Dues Withholding, SSA proposes to eliminate the ability of non- bargaining unit members to join the Union and have dues withheld from their paycheck if they wish to participate in Union benefit programs such as insurance. Currently such employees can join the Union, sign up for benefit programs and have their dues withheld from their paychecks.

In the Travel Article SSA has proposed the following benefit reductions:

- Currently, if employees have unforeseen travel expenses that exceed Agency limits; they have the ability to seek reimbursement from SSA over the normal limits after the fact. SSA wants to restrict this right.
- SSA proposes to severely restrict current employee entitlement to receive travel advances before they travel to do SSA business.
- SSA wants to restrict current contract language that absolves employees from responsibility for loss or theft of Agency documents while employees are in travel status.
- SSA wants to eliminate reimbursement for personal phone calls while employees are in travel status.

In the Health and Safety article, SSA proposes the following adverse changes:

- SSA proposes to restrict who the union can designate to perform a health and safety inspection.
- SSA proposes to eliminate face-to-face health and safety committee meetings.
- SSA proposes to reduce all joint health and safety training for health and safety committee members.
- SSA proposes to restrict the definition of what is a communicable disease.
- SSA proposes to limit the right of employees to obtain TB screening tests if employees are exposed to the disease in the course of their work duties.
- SSA proposes to limit employee's rights to be tested if they are exposed to serious communicable diseases.
- SSA proposes to eliminate the Union's right to obtain a copy of the office lease.

- SSA proposes to obtain the unilateral right to declare any SSA controlled space no smoking areas. This would include parking lots and employee vehicles while on SSA space.

Flexitime Cuts Proposed by SSA:

- Credit hours would not be a right that employees can work if work is available but must be requested and approved at management's discretion.
- Employees will not be able to work credit hours before their shifts in facilities that have multiple shifts.
- SSA proposes to have the right to unilaterally change current time and attendance procedures without the right of the union to negotiate such changes.
- Management proposes to expand their current ability to reduce flexitime if they want to schedule training, a staff meeting or any other activity and require employee attendance.
- In field offices management has proposed to reduce the number of offices and employees who are eligible to work 5-4-9 AWS schedules.
- In field offices management proposes to expand their ability to eliminate current flexitime entitlement if insufficient numbers of employees utilize segments of flexitime
- In field offices management proposes to expand the number of offices which are recognized as "small offices". Small offices have less flexitime than "large" offices. This would serve to reduce flexitime entitlement to employees who work in the newly designated small offices.
- SSA proposes to eliminate the union's right to negotiate shift rotation procedures in TSCs.
- SSA proposes language which will allow them to unilaterally determine the number of employees on each shift in TSC's which have multiple shifts. This is by law negotiable. SSA

proposes that the union waive the right to negotiate such assignments. SSA proposes nothing in return for such waiver.

- In ODAR SSA proposes to have the unilateral ability to change procedures for flexing out during the workday.
- In ODAR SSA proposes to reduce the number of offices where employees are entitled to work either 5-4-9 or 4-10.
- In ROQAP SSA proposes to impose lunch sign-in and out procedures.

SSA proposes to reduce employee parking entitlements.

Despite Commissioner Astrue's supposed commitment to environmental issues, SSA proposes language in the contract which would enable them to reduce and/or eliminate transit subsidies.

SSA proposes new contract language which would eliminate the current requirement to notify the Union when SSA anticipates that they may contract out work currently performed by bargaining unit SSA employees. SSA also proposes to eliminate any requirement to discuss contemplated contracting out decisions with the union. SSA's proposals severely limit the Union's role in the contracting out process.

The Agency proposes to eliminate joint face-to-face meetings by the National Training Committee. The Agency proposal would waive the union's right to negotiate any matter discussed by the Training Committee.

Management proposes to eliminate the current voluntary system for selecting mentors. In addition, SSA proposes to eliminate a current contractual requirement that mentors for disabled employees must have a familiarity with special equipment and accommodations used by disabled employees. SSA also

proposes to eliminate the current contractual right of employees to decline to be mentors.

SSA proposes to eliminate current contractual language that proscribes budgetary requirements regarding the amount of money SSA will spend on awards.

In EEO SSA proposes to reduce information sharing with the Union regarding the Agency's success in achieving EEO objectives.

SSA proposes the elimination of any affirmative action plans within the Agency.

SSA proposes to eliminate face-to-face meetings with the Union which are currently conducted regarding EEO issues.

SSA proposes to eliminate current contract language which requires the Agency to modify selection procedures if such procedures result in adverse impact to minorities.

SSA proposes to suppress and eliminate providing the Union with EEO information regarding members of the workforce in various job categories and outside hires by EEO category that SSA has provided to the Union for at least 28 years.

SSA proposes to eliminate the employee right to select an EEO counselor of their choosing.

SSA proposes to eliminate any union involvement in negotiating affirmative action plan revisions or new affirmative action plans.

SSA proposes to limit the definition of sexual harassment. This language would result in protections for managers who currently engage in sexual harassment.

SSA proposes to limit the reasonable accommodations that employees may request and receive when they are disabled.

SSA proposes to eliminate current contract language which requires SSA to provide specific reasonable accommodations to disabled employees who work with computer equipment.

SSA proposes to eliminate face-to-face meetings with the joint Union-SSA Child Care committee.

SSA proposes to change the progressive discipline provisions of the contract to enable them to impose discipline without consideration of the severity of the offense.

SSA proposes to eliminate notice to the union when they issue proposals to discipline employees.

In Employee grievance procedures SSA proposed the following changes:

- SSA proposes to exclude from the grievance procedure 2 issues: termination of probationary employees and non-adoption of suggestions.
- SSA proposes to restrict who the union can assign to represent employees. This language is intended to prevent the Union from assigning attorneys to grievances. Union attorneys have been successful in winning considerable back pay for employees who SSA has treated improperly.
- SSA proposes severe restrictions regarding the content of grievances in a legalistic attempt to prevent employees from having grievances considered and heard by SSA.

- SSA proposes delays and additional expensive hearings to deal with their often frivolous legalistic attempts to prevent the hearing of grievances on the issues contained within the grievances. Procedural disputes would require separate hearings prior to an arbitrator hearing the merits of a grievance.
- SSA eliminates the current contractual and legal right of employees and the union to file grievances at any time regarding a continuing act or condition. If such language was in the contract when the Union filed its overtime litigation employees would have lost \$ millions that were paid out due to SSA's failure to properly pay overtime for many years.
- SSA proposes to reduce employee's rights to conduct oral grievance meetings with agency deciding officials.
- In both the field offices and the PSCs, SSA proposes that lower level officials hear and decide grievances.
- SSA proposes the ability to delegate grievance hearing and decisions to anyone – even those who were responsible for causing the grievance.
- Management proposes that if they delay responding to grievances on a timely basis, the grievances will terminate unless the union seeks arbitration within 60 days of the grievance filing date. Thus, if management is untimely, the employee loses.
- The Agency proposes impossible time frames to hear arbitration cases which neither they nor the union have shown the historical ability to meet. Such language is intended to prevent employees from having reasonable procedures for hearing of their grievances.
- The Agency proposes language which enables them to unilaterally select the site of arbitration and requires the union to pay for the travel of all of its witnesses. This is another attempt to fix the proceedings so that the union

cannot present an adequate defense due to financial restrictions.

- SSA proposes that arbitration cases have no precedential effect. This would allow the Agency to lose cases and engage in the same conduct of violating the contract with impunity. The Union would have to re-litigate and be prohibited from citing the previous decision.
- The Agency proposes to eliminate language permitting the parties to seek clarification from the arbitrator when the award is unclear.
- Despite their interest in a speedy process, SSA proposes language regarding selection of arbitrators and scheduling of expedited arbitration hearings that will delay the hearing of cases if their language prevails.

SSA proposed the following changes in the Merit Promotion Article:

- The current Article covers all merit promotion procedures that apply to AFGÉ bargaining unit employees. Management has proposed to restrict coverage of the Article to bargaining unit positions. The effect would be that the employee protections in the Article wouldn't apply when bargaining unit employees file for non-bargaining unit jobs.
- Management proposes to limit employee options if they do not meet the requirements of a career ladder plan. The effect would be to encourage managers to fire employees rather than to demote them.
- The current contract requires competitive procedures for reassignments if the experience gained from the reassignment could be used to qualify for a subsequent promotion. Management has proposed to eliminate the requirement for competition if the experience gained in the

reassignment is contained within the employee's position description even if the employee never did that work.

- SSA proposes to eliminate the 4100 procedure which permits employees to compete for any vacancy in the country even those outside of the area of consideration. The effect would be to severely limit employee's ability to put in for jobs. Such a change would eliminate the SSA tradition of allowing employees to compete for any internal vacancies anywhere in the country which has existed since the first national contract in 1982. For example, if this language were in effect no employee in the field could apply for any vacancy GS-14 and below in Headquarters (i.e., Baltimore, Washington D.C. and Falls Church ODAR headquarters). Headquarters jobs under merit promotion would be restricted to headquarters employees. Similarly, Headquarters employees would be prohibited from applying for field positions.
- Management proposes that they can reduce the area of consideration at their whim. Currently the 4100 procedure allows employees to apply for jobs under a reduced area of consideration. The effect of this proposal would be to allow SSA to manipulate the area of consideration to target a specific individual. This would violate merit systems principles and negate any concept of "merit promotion".
- SSA proposes to eliminate review of merit promotion applications by the Servicing Personnel Office or by any Promotion committee. The effect of this proposal would be to encourage employees to inflate their responses to promotion questionnaires in order to maximize their points even if they did not perform all the tasks listed in the questionnaires. If there is no review process, management's proposal encourages fraud.
- Management proposes language which would allow them to unilaterally change the merit promotion application

procedure without any notice or bargaining with the Union. Based on the union's experience with IVOL, SSA is quite capable and willing to unilaterally change merit promotion procedures in ways that allow them to pick whoever they want for promotions without regard to experience, qualifications and talent.

- SSA proposes the elimination of KSAs and the substitution of "evaluation criteria". This is a euphemism for the much abused questionnaires where savvy employees can answer the questionnaire in a way to max out on points and, therefore, make the best qualified list even if they didn't perform the work that the questionnaires intend to explore.
- SSA proposes to eliminate relocation expenses if employees are selected for merit promotions outside of their commuting area. This change would lead to the loss of thousands of dollars of benefits for affected employees.
- SSA proposes to extend the time frame for making selections on merit promotions from 60 days to 90 days. The effect of this proposal would be to cost selectees 30 days of promotion compensation.
- SSA wants to increase the time that they can select additional candidates from an established best qualified list from 3 months to 6 months.
- SSA proposes to be able to use a best qualified list established for one job and use it for other jobs in other offices in the commuting area that were never listed on the original vacancy announcement. The other jobs could be "similar to" but not the same as the original posting. Such a proposal would have the effect of unfairly preventing employees from competing for a job due to the fact that the posting was actually for another job in a different location. SSA proposes to be able to use such best qualified lists for "similar" jobs in other offices for up to 6 months.

SSA has proposed the following cuts in the Time and Leave article:

- Current contract language requires SSA to make every reasonable effort to allow the maximum number of employees to use leave. SSA has proposed that “consideration of operational needs” would be the first consideration when deciding on leave requests. Allowing the maximum number of employees off would be a secondary consideration. Impact of such a change would be the likely reduction in the amount of employees who the Agency would allow off at any given time. This desire for management to have more authority to deny leave requests comes after a major increase in staff.
- SSA proposes the introduction of electronic leave requests. The language proposed would allow SSA to implement an electronic leave and time and attendance system unilaterally without any negotiations regarding the methodology of such an electronic system. The probable system that SDSA desires to unilaterally implement is one where employees are required to report time and attendance through their computers.
- Current contract language provides that SSA will normally excuse tardiness if it is infrequent and for acceptable reasons. SSA proposes to change this language which has been in the contract for 28 years. The proposed change would give SSA complete discretion to approve excused tardiness absence. Reasons would be irrelevant. The likely effect of such a change would be that SSA would arbitrarily grant excused absences in an unfair and inequitable manner. The language would make it virtually impossible to contest unfair application of the tardiness provision of the contract. The result would be a loss of current employee protections against management abuse of authority.

- Management proposes that they be granted the ability to place some employees on sick leave abuse restrictions without current contractual requirements of an initial warning. The result would be an increase in management requiring employees who request sick leave to provide medical statements.
- Management has proposed a special sick leave call in policy for Mega Teleservice Centers and 24 hour operations. This policy would prohibit employees from calling in to request sick leave prior to the beginning of their flexible band even when the facility is open. The only logical reason for such a change is to give employee supervisors the opportunity to engage in contractually prohibited attempts to coerce employees to not take sick leave when they are ill. Since the contract does not allow SSA to deny sick leave, there can be no other conclusion reached as to the purpose of the language.

SSA proposes to eliminate all Agency agreements with AFGE regarding telework and flexiplace. In place of these agreements, SSA proposes one sentence which states that they will have the unilateral ability to establish work at home rules that would apply to bargaining unit employees. The likely result of this proposal is the elimination of all work at home benefits for SSA employees.

SSA has proposed language which would appear to open the door to excluding certain temporary, probationary, part-time and seasonal employees from coverage under the contract.

Current contract language requires SSA to notify the Union when SSA appoints and separates temporary employees. SSA has proposed to eliminate such notices. The intent and effect of such a change would be to prevent temporary employees from receiving information from the Union regarding their rights.

Currently the contract requires advance notice of 2 weeks when management decides to terminate either a temporary or probationary employee. SSA proposes to eliminate such advance notices. The effect of such a proposal is the elimination of current due process rights for these employees and also, loss of pay during the notice period.

Current contract language states that probationary employees have the right of union representation. Management has proposed to eliminate such language. The effect would be the removal of representation rights for probationary employees. This proposal appears to be illegal.

Current contract language requires SSA to consider reassigning probationary employees in positions commensurate with their abilities in lieu of separation. SSA proposes to drop this language. The effect would be that probationary employees would not be considered for other jobs. In the case of current career non-probationary employees who receive promotions as outside hires, this language would appear illegal. Such employees have a legal right to return to their previous positions in lieu of termination.

Management proposes to eliminate the current benefit that part time employees have of first consideration for full time positions before management can seek an outside hire for such position.

Management proposes to eliminate the current contract language which requires SSA to respond in writing to an employee who requests conversion from full time to part time or vice versa. The effect would be elimination of a simple courtesy to avoid litigation based on lack of fairness and equity in management's decision making process regarding such conversion requests.

Management proposes to eliminate the current job sharing and job splitting benefit in the contract.

Management proposes severe restrictions in the current contractual entitlement that disabled employees have to work at home due to their disabling condition. SSA has proposed a 6 month limit for such work at home situations. Current contract language does not limit the duration of work at home entitlement. In addition SSA's new proposed language would require employees to demonstrate that they are completely unable to commute to work. Current contract language requires that employees certify that it is "difficult" for them to commute to work. SSA also proposes language which would give them arbitrary authority to deny such requests despite the merits of such a request. The effect of such language would be to severely reduce the work at home option for disabled employees. Employees unable to commute to work due to their disabilities would likely be terminated. This proposal is shocking in view of the Commissioner's propaganda asserting that SSA encourages the disabled to work for the Agency.

SSA has proposed language regarding technology which only requires SSA to advise the union regarding technological initiatives. Such language would require the union to waive its bargaining rights for no particular gain. In addition, the language would give SSA complete discretion to unilaterally implement any technological change without bargaining such changes with the union. This proposal appears to violate the recent Presidential Executive Order regarding cooperative forums.

SSA has proposed new language on office space which is designed to eliminate current rights that the Union has to negotiate office space issues including floor plans when offices renovate and/or move. The language specifically seeks a union waiver on its rights to negotiate floor plans. The proposal contains no benefit offer which would encourage the union to consider such a waiver. The proposal limits current contractual provisions which permit

employees to select seats in new or renovated space based on seniority in Government.

In addition to the aforementioned cuts in employee benefits, Mr. Astrue's representatives have proposed a number of new contract provisions designed to eliminate the ability of the union to provide effective representation to bargaining unit employees. SSA proposals geared to cripple the Union are as follows:

- SSA proposes to strike current contract language recognizing the union's right to decline to represent non-members on statutory matters such as EEO, MSPB, Workers Compensation, etc. The Agency goal appears to be to require the union to use its limited resources, including reduced official time, to provide representation to non-members despite having no statutory obligation to do so.
- SSA has proposed substantial cuts in union support with respect to mid-term bargaining. SSA proposes to eliminate all mid-term bargaining below the General Committee national level. Thus, component, regional and local bargaining would cease to exist. The SSA proposal does not provide that local, regional and component issue would now be negotiated in Baltimore. Rather, it appears that SSA will assert that all bargaining obligations below the national level will cease to be necessary due to their expansive interpretation of the covered by and deminimus concepts. For rare national bargaining situations, SSA proposes the following changes:
 - Bargaining days reduced from 3 to 2.
 - Negotiators reduced from 5 to 2.
 - Bargaining is required to start within 10 days of receipt of notice of change. Current language

states that bargaining will begin between 31 and 37 days after notice of change

- Management proposes to remove current provision that precludes management from setting artificial deadlines to circumvent normal negotiating time frames.
- SSA proposes to eliminate any consultation process prior to bargaining.
- Management proposes to eliminate union caucus space while also proposing that they can unilaterally determine the site of bargaining.

The full impact of these mid-term bargaining proposals is to strip the Union of the ability to engage in any effective mid-term bargaining. These proposals directly contradict the spirit and content of the December 8, 2009 Obama Executive Order which requires Agency to engage in a collaborative process with unions in the federal sector. It is evident that Commissioner Astrue has no intention of engaging in such collaborative activity with AFGE. Instead he appears to be defying the President and proposing negotiating procedures that are antithetical to the focus of the Obama Executive Order.

- SSA proposes to make it easier for employees to revoke their Union membership. In fact, SSA will assist employees to insure that they can withdraw their membership. The SSA proposal eliminates the 30 day widow for withdrawing from the Union on an employee's anniversary date. Instead, a member could withdraw effective October 1. Every SF-1187 received by management to withdraw from the Union will be held by SSA till 10/01 when such withdrawal will be processed. Agency interest appears to be to encourage union members to withdraw from the Union. Such

encouragement by management to quit the Union is illegal.

- SSA proposes to vacate all current union space within 30 days of the effective date of the new contract. Union officials would only be entitled to the desk space that they have as employees.
- SSA proposes that the Union cannot use Agency space during non-duty hours.
- SSA proposes to prohibit non-SSA employees from attending union meetings on SSA space. This would adversely affect all retiree members and union officers who could no longer attend meetings on SSA space. SSA's proposals would treat union members and officers differently than any other non-SSA employees who currently use SSA space during duty and non-duty hours. Such people include Advisory group members, contractors, spouses and children of managers, management retirees and maintenance and cleaning staff.
- SSA would eliminate long standing contract language which provides that SSA will provide union officials with file cabinets and bookcases.
- All non-SSA employee union officials would be banned from SSA offices. This would preclude many retiree Local Presidents, officers and stewards from doing their job of providing representational services to employees.
- SSA would delete union official listings and phone numbers from SSA telephone directories.
- SSA proposes to eliminate the ability for union officials to use SSA's mailing system. The benefit of using the SSA mailing system was established in 1982 and has continued for 28 years.
- SSA would provide no copies of either the contract or the ratification copy of the contract to either the Union or to employees.

- SSA proposes to conduct AFGE-OLMER meetings at the national level by either conference call or video conference. The effect of this proposal would be to eliminate all face-to-face meetings between Union and management at the national level. In addition, current contract language which requires SSA to pay for travel and per diem expenses of union officials to both attend the bimonthly labor-management meeting and the General Committee meeting afterwards would be eliminated.
- Official time reductions proposed by SSA are as follows:
 - Elimination of all 100% official time union officials.
 - Reduction of 50% official time users to 40%.
 - Reduction of 25% official time users to 20%.
 - Reduction of the official time bank from 25,000 hours per year to 150,000 hours per year.
 - Only one official user could use official time at any given time in a field office, ODAR office, PSC module/unit, TSC unit ROQP branch, and in the DOC.
 - The union would be prohibited from attending any event on official time which is located in a spa, casino or resort hotel or other type of resort.
 - SSA proposes to preclude the union from using Agency space for training.
 - SSA proposes to eliminate language in the current contract which excludes

from official time grievances filed by union officials and testimony given by Union officials in employee grievances.

- SSA proposes that any Union official on a performance assistance plan would be barred from using official time.
- Part time union officials would have their official time caps reduced in proportion to their working hours.
- SSA proposes to delete current language excluding EEO statutory time from official time banks. It appears that although SSA retains language in the EEO article which precludes union representatives from representing employees in statutory EEO processes, SSA desires to charge off time that union officials use in the EEO process who act as personal representatives to their official time banks.
- Official time requests on OUTTS will require more specificity in management's proposals. Union officials will have to list the phone number where they can be reached and the specific location they are going to.
- If a management official is unavailable to approve an OUTTS request, the request is considered denied.
- SSA proposes that if an official time request is denied for work related

reasons, SSA would have one workday to reschedule the time. Current contract language requires SSA to reschedule the time for the next day. Under this language, SSA could reschedule denied time for a time far in the future unrelated to the time requirements for the reason for the official time request.

- SSA proposes to eliminate the abuse clause. This appears to signal that the Agency is not interested in discussing with the Union alleged abuse situations. Rather, they prefer to just discipline union officials for such alleged infractions.
 - SSA proposes language to prohibit official time to represent employees in Worker's Compensation cases.
 - Requests for official time for training would require more specific information regarding training course content.
 - Official time would be barred for Union officials who are temporarily working at home by exception due to their disabling condition. No such preclusion exists in the current contract.
 - Official time could only be used on SSA controlled space. Exceptions are solely by management discretion.
- SSA proposes new language on information requests which would require specific information in the request such as

- detailed particularized need requirements, assertions regarding whether such information is within a Privacy Act system of records and, if so, what system of records. Requests that deviate from the Agency requirement absolve SSA from providing any information. Once SSA does provide information to any union officials, they are relieved of any subsequent requirement to provide such information to anyone else. If the information is available on line, SSA fulfills their responsibility by providing a link. Failure to provide requested information does not operate as a stay for anything according to the SSA proposal.
- SSA has proposed new language regarding Unfair Labor Practices (ULPs). The Union would be required under this language to give SSA a 15 day advance copy of an informal ULP prior to being able to file a formal ULP with the FLRA. The informal ULP requires significant specificity. During the 15 day period the parties are required to attempt to settle the issue. If the Union eventually files a ULP, it would be required to provide a copy of all evidence submitted to the FLRA with the ULP to management. This goal of this proposal is to set up procedural road blocks to the Union's ability to file ULPs.

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