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7S/00360475

**NATIONAL GRIEVANCE**  
**NG-07/14/16**

**Date:** July 14, 2016

**To:** Larry Bennett  
Director, Labor-Management Relations  
Department of Veterans Affairs  
Office of Labor-Management Relations  
810 Vermont Avenue, NW  
Washington, DC 20420  
larry.bennett3@va.gov  
*Sent via electronic mail*

**From:** Shalonda Miller, Staff Counsel, National Veterans Affairs Council (#53)  
(NVAC), American Federation of Government Employees, AFL-CIO (“AFGE”)

**RE:** **National Grievance in the matter of the Department of Veterans Affairs for its refusal to timely remit dues withholding for bargaining unit employees transferring duty stations within the nationwide bargaining unit, and for its failure to provide written notification of any such transfers to the receiving local union within two weeks of the employee’s entrance on duty.**

**STATEMENT OF CHARGES**

Pursuant to the provisions of Article 45, Section 3 of the Master Agreement Between the Department of Veterans Affairs and the American Federation of Government Employees (2011) (“MCBA”), American Federation of Government Employees/National Veterans Affairs Council (“Union”) is filing this National Grievance against you and all other associated officials and/or individuals acting as agents on behalf of the Department of Veterans Affairs (“Agency”) for violations regarding to the Agency’s refusal to timely remit dues withholding for bargaining unit employees transferring duty stations within the nationwide bargaining unit, and for failing to provide written notification of any such transfers to the receiving local union within two weeks.

Specifically, beginning on or about February 12, 2016, and continuing to date, the Agency, by and through its representatives and/or agents, failed to timely remit dues withholding for bargaining unit employees transferring duty stations within the nationwide bargaining unit,



and failed to provide written notification of any such transfers to the receiving local union within two weeks of the employee's entrance on duty, thus violating the MCBA. In some instances, bargaining unit employees were subjected to paying dues to two or more local unions for periods of up to three (3) months. To date, the Agency has failed to remedy these violations, and as such, the Agency continues to violate the MCBA.

In doing so, the Agency has violated Articles 3 and 45 of the MCBA, and any and all other relevant articles, laws, regulations, customs, and past practices not herein specified.

## STATEMENT OF THE CASE

### I. Background

Article 45 of the MCBA sets forth the negotiated procedures, as well as the relative responsibilities of labor and management, regarding dues withholding for bargaining unit employees. Specifically, Section 3, entitled "Department Responsibilities for Bargaining Unit Employees," states, in relevant part:

- A. It is the responsibility of the Department to:
  - 1. Process voluntary allotments of dues in accordance with this article and in amounts certified by the local union;
  - 2. Withhold employee dues on a bi-weekly basis;
  
- C. The Department will ensure that bargaining unit employees on dues withholding, who are reassigned from one VA facility to another but remain in the consolidated unit of recognition will continue on dues withholding. **Upon arrival at the new station**, the dues withholding will be remitted to the new local at the receiving station at the rate being withheld in the prior station until the appropriate office at the new station receives a notification of a change of rate from the designated local union official as described in the Section 2. (Emphasis added.)
  
- D. In the event of a transfer or reassignment of a dues-paying member of the nationwide bargaining unit, **within two weeks of entrance on duty (EOD) date**, the Department will inform the receiving local union in writing of that employee's arrival and prior station. (Emphasis added.)

Beginning on or about February 12, 2016, and continuing to date, the Agency failed to adjust dues withholdings for unit employees transferring from one AFGE local union to another. Specifically, the Agency failed to stop dues withholding from payroll at the former local yet it simultaneously withheld dues from payroll at the receiving local, in violation of Article 45,

Section 3(C) of the MCBA. At this time, the Union is aware of the following locals affected by the Agency's violation of the MCBA: Local 2328 (Hampton, VA), Local 2779 (Gainesville, FL), Local 1976 (Lake City, FL), Local 547 (Tampa, FL), Local 446 (Asheville, NC) and Local 2145 (Richmond, VA).<sup>1</sup> Representatives from these Locals have communicated with management and payroll officials to alert them of the continuing violation of the MCBA and to seek reimbursement for employees where appropriate.

Moreover, the Agency failed to inform the receiving local union, in writing, of the transferred employee's status within the time limits proscribed by the MCBA. As a result of the Agency's failures, affected locals are unable to ensure compliance with the MCBA requirements for dues withholding for transferred or reassigned bargaining unit employees.

## **II. Violation**

By failing to fulfill its obligations, the Agency has violated, and continues to violate, the following provisions of the MCBA:

- Article 3, Section 4: requiring labor and management to cooperate in an effort to minimize and eliminate collective bargaining disputes;
- Article 45, Section 3: requiring the Agency to remit dues withholding from a transferred or reassigned employee upon arrival at his/her new duty station and inform the receiving union of said change, in writing, within two weeks; and
- any and all other relevant articles, laws, regulations, customs, and past practices not herein specified.

## **III. Remedy Requested**

The Union asks that, to remedy the above situation, the Agency agrees to the following:

- To timely cease the dues withholdings of any bargaining unit employee transferring from one AFGE local facility to another but remaining in the consolidated unit of recognition;
- To remit dues withholding from the receiving local union for any bargaining unit employee, upon the employee's arrival at the new duty station;
- To reimburse any bargaining unit employee any amount that was improperly deducted from the employee in violation of the MCBA;
- To notify the receiving local union, in writing, of any transferred or reassigned employee within two weeks of the employee's entrance on duty.
- To fully comply with its contractual obligations under Articles 3 and 45 of the MCBA;

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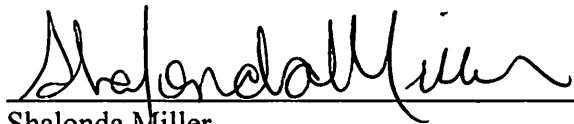
<sup>1</sup> The Union reserves the right to supplement the list of affected Locals until such time that this National Grievance is resolved or settled.

- To agree to any and all other remedies appropriate in this matter.

#### IV. Time Frame and Contact

This is a National Grievance, and the time frame for resolution of this matter is not waived until the matter is resolved or settled. If you have any questions regarding this National Grievance, please feel free to contact me at 202-639-6424.

Submitted by,



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cc: Alma L. Lee, President, AFGE/NVAC  
Mary-Jean Burke, Chairperson, Grievance and Arbitration Committee, AFGE/NVAC  
Cathie McQuiston, Deputy General Counsel, AFGE/NVAC