



Out of Many/One Union
AFGE NVAC/AFL-CIO

NATIONAL VETERANS AFFAIRS COUNCIL

American Federation of Government Employees, Affiliated with the AFL-CIO

NATIONAL GRIEVANCE NG-10/30/17

Date: October 30, 2017

To: Kimberly McLeod
Acting Executive Director
Department of Veterans Affairs
Office of Labor-Management Relations
810 Vermont Avenue, NW
Washington, DC 20420
kimberly.mcleod@va.gov
Sent via electronic mail only

From: Thomas Dargon, Jr., Staff Counsel, National Veterans Affairs Council (#53) (“NVAC”), American Federation of Government Employees, AFL-CIO (“AFGE”)

RE: National Grievance against the Department of Veterans Affairs for improperly administering timekeeping, payroll, and leave actions during extreme weather events

STATEMENT OF CHARGES

Pursuant to the provisions of Article 43, Section 11 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 (“the Union”) is filing this National Grievance against you and all other associated officials and/or individuals acting as agents on behalf of the Agency for improperly administering timekeeping, payroll, and leave-related actions during extreme weather events. To date, the VA has failed to remedy this violation, and as such, continues to violate the MCBA and federal regulations.

Specifically, the VA violated Articles 35 and 36 of the MCBA, 5 CFR Part 551, and any and all other relevant articles, laws, regulations, customs, and past practices not herein specified.

STATEMENT OF THE CASE

Background

In August and September 2017, a series of tropical storms and hurricanes impacted the continental United States and its territories. These weather events affected the day-to-day operations of numerous VA facilities, particularly those located in Texas, Florida, and Puerto Rico.

During this time, the Agency failed to follow requirements related to timekeeping, payroll, and leave administration, which adversely affected bargaining unit employees, many of whom were required to work outside of their normal tour of duty or were unable to report to work. The Agency, for example, deducted “sleep time” for certain employees working mandatory 24-hour shifts even when the employee was unable to get five hours of uninterrupted sleep, in violation of 5 CFR 551.432. The Agency also failed to issue premium pay, including overtime pay, to eligible employees. Employees were required to use leave or were charged with Absence Without Leave (“AWOL”) when they were prevented from reporting to work.

Article 35, Section 3 of the MCBA requires that “[s]upervisors should excuse, without charge to leave, tardiness/absences which are brief, infrequent, and for a good cause.” Similarly, Section 11 states that excused absences should be granted when employees providing critical services make “reasonable efforts to get to work and are unable to do so.” During these weather events, certain locations were declared disaster zones or were operating in states of emergency. Residents were subject to state and local travel restrictions. Good cause existed for the grating of excused absences, and to the extent the Agency required employees to use leave or charged AWOL, it violated the collective bargaining agreement. Further, Article 36 and corresponding federal law require the prompt and accurate payment of wages. In failing to properly compensate employees during these weather events, the Agency violated both contract and law.

Violation

By failing to fulfill its obligations, the VA violated, and continues to violate, the following:

- Article 35 of the MCBA: requiring the approval of excused absences for good cause;
- Article 36 of the MCBA: requiring the timely and proper payment of compensation;
- 5 CFR Part 551: requiring payment for hours worked in standby or on-duty status;
- Any and all other relevant articles, laws, regulations, customs, and past practices not herein specified.

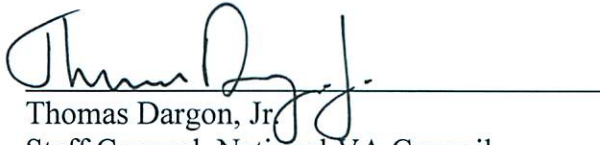
Remedy Requested

The Union asks that, to remedy the above situation, the VA agree to the following:

- To make-whole any bargaining unit employee adversely affected by this matter, including back pay, interest, and attorney’s fees;
- To fully comply with its obligations under Articles 35 and 36 of the MCBA and 5 CFR Part 551;
- To agree to any and all other remedies appropriate in this matter.

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 contact the undersigned at AFGE Office of the General Counsel. The undersigned representative is designated to represent the Union in all matters related to the subject of this National Grievance.



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