

Exhibit 3



**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
NATIONAL VETERANS AFFAIRS CONCIL #53
Affiliated with the AFL – CIO
Mid-Term Bargaining Committee**

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February 8, 2019

Paul R. Lawrence
Under Secretary for Benefits
Department of Veterans Affairs
810 Vermont Ave. NW
Washington, D.C. 20420
c/o Kevin Nelson, via email kevin.nelson2@va.gov

RE: VBA Letter 20-19-04 – Violation of Master Agreement

Dear Mr. Lawrence,

Today VBA management distributed a policy regarding reductions in per diem for bargaining unit employees travelling on training assignments longer than 21 days. This policy violates the Master Agreement. The contract requires the Agency to provide the full GSA per diem amount to employees who are travelling for training assignments. *See* Master Agreement, Article 37, Section 3. Last year the national parties had a dispute about whether this language requires the Agency to pay the full per diem amount. The dispute was submitted to arbitration. In the attached award the arbitrator found that the Master Agreement requires payment of the full per diem amount. *See* Arbitrator Crable's Award, p. 11 ("Accordingly, the Department violated Article 37, Section 3 of the Agreement by reimbursing employees at a reduced per diem rate rather than the GSA specified rate."). The policy distributed today directly violates the Master Agreement, as recently clarified by the Arbitrator.

If the Agency wants to change what it has already negotiated in the Master Agreement, its recourse is to submit proposals and bargain with the union while the contract is reopened. The provisions of the current contract remain in full force and effect until they are replaced by new language. The Agency may not use the mid-term bargaining process to unilaterally undo what has already been negotiated in the Master Agreement.

Forcing the union to resort to additional litigation to bring the VBA into compliance is a waste of the very taxpayer resources on which the unlawful policy is premised. Rescind this unlawful policy and comply with the Master Agreement.

Sincerely,

Paul Fleming
AFGE/NVAC MTB Co-Chair

Cc: Alma L. Lee, President, National Veterans Affairs Council #53; Michael Gillman, Staff Counsel, NVAC; Kevin Nelson, DVA-VBA Co-Chair, LMR Officer