



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

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April 11, 2018

Kimberly P. McLeod, Executive Director
Office of Labor Management Relations (LMR)
Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20420

Subject: Union's Response to Department's letter dated April 5, 2018

Dear Mrs. McLeod:

Thank you for clarifying that your proposal is, in fact, to alter the Master Agreement's term covering this matter. Your briefing document confirms the Union's understanding of the VA's proposal. The history that is missing from your response, dated April 5, 2018, is that VA Handbook 5023 dated April 15, 2002, states that, "VA does not required facilities to maintain records of the amount of official time granted employees for representational functions." As you know, this VA policy was incorporated into our Master Agreement because it existed prior to the effective date of the Master Agreement, March 15, 2011. Then, VA proposed changes regarding VATAS in 2012 and 2013. These proposed changes resulted in signed MOUs with the NVAC in 2013 and 2014. Those negotiations concerned the VA's proposed change in policy that official time will be tracked, but not by union officials, in VATAS. Each time, the parties agreed that employees would request official time from their supervisors and that timekeepers would enter and track union official time in VATAS. Then, in 2015, VA proposed a change specifically referring to Union officials recording of official time in VATAS. The Union did not agree, and that change went unaffected. These previously agreed upon changes to policy and the resulting MOUs were incorporated into our agreement and as such the procedures for requesting official time and the use of VATAS is specifically covered by the Agreement, not subject to the Agency's change during the life of the 2011 Agreement without agreement by the Union. We will be happy to discuss the VA's new proposal during term negotiations.

The Union finds it unnecessary to respond specifically to the Agency's faulty reasoning in its rejection of the applicable case law. It is only necessary to point out that

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generally, the Agency's logic is flawed in that it is wholly-based on the erroneous belief that VATAS is not covered by the Agreement. As you can see from above, the procedures for requesting official time and the use of VATAS is expressly covered in the parties' MOUs, which are valid during the life of the Agreement.

The Union believes the Agency is violating the contract by unlawfully insisting the midterm piecemeal agreements be negotiated outside of term bargaining over the successor agreement. To preserve all rights of the Union, meet the interests of the veterans, and assert our continued right to withdraw from permissive bargaining without prejudice at any time, the Union hereby demands to bargain the change and demands that the Agency cease and desist any implementation until it has satisfied its bargaining obligations. In this case, its bargaining obligation will be satisfied during term negotiations. We will file for appropriate legal action, in the event the VA continues to unlawfully insist on this manner.

Respectfully submitted,



Oscar L. Williams, Jr., Chair
2nd Executive Vice President
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cc: Alma L. Lee, National Council President, NVAC
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David Cann, Director, AFGE Field Service and Education Department