



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-7/10/2020

7H/00394290

Date: July 10, 2020

To: Kevin Nelson
Department of Veterans Affairs
Labor & Employee Relations Specialist
Office of Human Capital Management (OHCM)
VBA Central Office
kevin.nelson2@va.gov
Sent via electronic mail only

From: Sarah Hasan, 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 failure to provide the Union notice and an opportunity to bargain over reassignment of employees to a BEST site**

STATEMENT OF THE CHARGE

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 (“NVAC” or “the 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 (“Department”) for failure to provide the Union notice and an opportunity to bargain over changes in conditions of employment regarding reassignment of Veterans Benefits Administration (“VBA”) bargaining unit employees (“BUE”) to a Benefits Eligibility Support Team (“BEST”) site without first meeting its bargaining obligations with the Union. To date, the Department has failed to remedy this violation, and as such, continues to violate the Master Agreement and federal law.

Specifically, the Department violated Articles 2, 3, 27, 47 and 49 of the MCBA; U.S.C. § 7116(a); and any and all other relevant articles, laws regulations, and past practices not herein specified. The Union specifically reserves the right to supplement this grievance based upon the



discovery of new evidence or information of which it is not presently aware, or otherwise, as necessary.

STATEMENT OF THE CASE

Background

On May 23, 2020, the VBA Veterans Service Center (“VSC”) in St. Paul, Minnesota sent notification to multiple employees, informing them that they were being reassigned from their positions as VSRs and RVSRs in the VSC to work on non-rating claims as part of a newly created division called BEST. The Union, through its VBA Midterm Bargaining Committee, received notice of the BEST Sites on or about June 25, 2020.

According to a July 6, 2020 Bi-Monthly Newsletter sent to the employees of the St. Paul VSC, employees were notified that the National Non-Rating Special Mission Team had officially transitioned to BEST. The newsletter also advised that St. Paul was selected as one of eight (8) BEST sites across the nation, and that it was comprised of 125 bargaining unit employees, a division manager, timekeeper, and management analyst. Nationwide, the changes associated with the creation of BEST include:

- Permanent reassignment of approximately 1000 VSRs and RVSRs to a BEST site.
- Failure to provide VSRs and RVSRs with an opportunity to opt-in or opt-out of BEST.
- Requiring that employees reapply for their former positions as VSRs and RVSRs if they wanted to return to the VSC.
- Changes to reassigned employees’ cost codes.
- Changes to employees’ SF-52s.
- Failure to provide reassigned employees with revised position descriptions.
- Failure to provide reassigned employees with revised performance standards.
- Failure to provide reassigned employees with clear production standards in their new positions.
- Failure to provide adequate training to reassigned employees who had little to no experience with non-rating claims.
- Consolidation of the non-rating teams from 57 VBA offices into 8 BEST sites nationwide (St. Paul, Muskogee, Detroit, Milwaukee, San Diego, Winston-Salem, Nashville, and Little Rock), thereby increasing the workload of the employees reassigned to a BEST site.

These unilateral modifications to the work performed, production standards, and performance metrics for affected BUEs constitute a change in conditions of employment that requires advance notification to the Union and an opportunity to bargain. Not only has the Department failed to communicate changes associated with BEST to its employees, it also failed to provide the Union notice and an opportunity to bargain over these changes.

Violations

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

- Article 2 of the MCBA: requiring the Department to comply with federal law and regulations;
- Article 3 of the MCBA: requiring the Department to maintain an effective, cooperative labor-management relationship with the Union;
- Article 27 of the MCBA: requiring the Department to communicate performance measurement indicators, in writing, to affected employees;
- Article 47 of the MCBA: requiring the Department notify and bargain with the NVAC President over proposed changes in personnel policies, practices, or working conditions affecting two or more local unions;
- Article 49 of the MCBA: requiring the Department bargain with the Union prior to making changes in conditions of employment;
- 5 U.S.C. § 7116(a)(1) and (a)(5): requiring the Department to consult and negotiate in good faith with the Union; and
- Any and all other relevant articles, laws, regulations, customs, and past practices not herein specified.

Remedies Requested

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

- Return to the *status quo ante*;
- Fully comply with its contractual obligations under Articles 2, 3, 27, 47, and 49 of the MCBA and its statutory obligations under 5 U.S.C. §7116(a);
- Distribute an electronic notice posting to all bargaining unit employees concerning the Agency's failure to satisfy bargaining obligations with the Union prior to implementing changes in conditions of employment;
- Rescind all SF-52s associated with the reassignment of employees to a BEST site;
- Agree to comply with any and all other relevant articles, laws, regulations, customs, and past practices not herein specified.

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, please contact the undersigned at the 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.

Submitted by,

Sarah Hasan

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cc: Alma L. Lee, President, AFGE/NVAC
William Wetmore, Chairperson, Grievance and Arbitration Committee, AFGE/NVAC
Ibidun Roberts, Supervisory Attorney, AFGE/NVAC