

NATIONAL VETERANS AFFAIRS COUNCIL

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

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

NATIONAL GRIEVANCE

NG-11/29/19

Date: November 29, 2019

To: Tracy Schulberg
Executive Director
Department of Veterans Affairs
Office of Labor-Management Relations
810 Vermont Avenue, NW
Washington, DC 20420
tracy.schulberg@va.gov
sent via electronic mail only

From: Shalonda Miller, 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 adequate notice of changes in conditions of employment for certain CPAC employees.**

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 (“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 (the “Agency”) for failing to provide adequate notice of proposed changes in conditions of employment impacting certain Consolidated Patient Account Centers (“CPAC”) bargaining unit employees. To date, the Agency has failed to remedy this violation, and as such, continues to violate the MCBA and federal law.

Specifically, the Agency violated Articles 2, 3, 47 and 49 of the MCBA, 5 U.S.C. §7116(a), and any and all other relevant articles, laws, regulations, and past practices not herein specified.

STATEMENT OF THE CASE

Background

In June 2019, the Union received notice of the Agency’s plan “for the Non-MCCF workload to be integrated into normal CPAC processes.” Non-MCCF bargaining unit employees



process bills for veteran services which are not related to the Medical Care Collection Fund. As a result of the Agency's notice, a briefing was provided to the Union's national *ad hoc* CPAC Mid-Term Bargaining Committee on June 10, 2019. During the briefing, the Agency stated that the plan to realign non-MCCF employees to the CPACs would only constitute a change in supervision, and that no other changes to working conditions would occur. The Agency claimed "[t]he impacted employees will remain under their current position descriptions as incumbent [sic] only, they will not be expected to relocate or make any changes to their current tour of duty." Further, the Agency claimed that the change would roll out as a pilot program for VISN 4 Non-MCCF bargaining unit employees only.

However, on November 1, 2019, the NVAC learned that the realignment constituted much more than a change in supervision. First, the Non-MCCF employees have been removed from telework, and ordered to report to duty at a new station; the Agency has demanded the return of their telework equipment; and the employees are being asked to perform duties that are beyond the scope of Non-MCCF bills processing. Additionally, the so-called pilot program has now been expanded to VISNs 12 and 15 without providing the Union notice and an opportunity to bargain. Further, the Agency's recent announcement establishing a management-led, nationwide, Non-MCCF Task Force, seems to imply that national implementation is forthcoming.

Violations

It is well-established that a union must be given adequate notice by agency management and an opportunity to request bargaining over the impact and implementation of changes in working conditions affecting bargaining unit employees. *See, e.g., General Services Administration and American Federation of Government Employees, AFL-CIO*, 15 FLRA 6 (1984). In providing inadequate notice of the changes, the Agency failed to satisfy its bargaining obligations with the Union. Further, in failing to provide adequate notice and an opportunity to request bargaining prior to the implementation of the changes, the Agency committed an unfair labor practice under 5 U.S.C. §7116(a)(5). Additionally, Article 2 of the MCBA requires that the Agency comply with applicable federal statutes and regulations in the administration of matters covered by the MCBA. Therefore, in violating 5 U.S.C. §7116, as set forth above, the Agency also failed to comply with Article 2. Further, Article 3 encourages the parties to maintain a cooperative labor-management relationship that is based on mutual respect, open communication, consideration of each other's views, and minimizing collective bargaining disputes. Thus, by failing to provide adequate notice concerning the changes in conditions of employment for Non-MCCF bargaining unit employees, the Agency renounced its commitments under Article 3 of the MCBA and necessitated further collective bargaining disputes.

Finally, the Agency violated Article 47, Section 2, and Article 49, Section 4, which set forth the parties' responsibilities regarding mid-term bargaining at the national level, including, the Agency's obligation to provide advance written notice to the President of the NVAC, or her designee, of changes in personnel policies, practices, or working conditions affecting the

interests of two or more locals. Here, any changes at the VISN level necessarily affect two or more locals (see “Implementation Rollout Map,” attached hereto as Exhibit A).

Remedy Requested

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

- To cease and desist further implementation of the planned realignment of Non-MCCF bargaining unit employees;
- To return to the *status quo ante* until bargaining obligations are met;
- To fully comply with its contractual obligations under Articles 2, 3, 47 and 49 of the MCBA; and its statutory obligations under 5 U.S.C. §7116(a);
- To distribute an electronic notice posting to all CPAC bargaining unit employees concerning the Agency’s failure to provide adequate notice and an opportunity to bargain over changes to conditions of employment;
- To make-whole any bargaining unit employee adversely affected by the Agency’s improper implementation of the changes, including back pay, interest, and attorney’s fees; and
- 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, 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.

Submitted by,



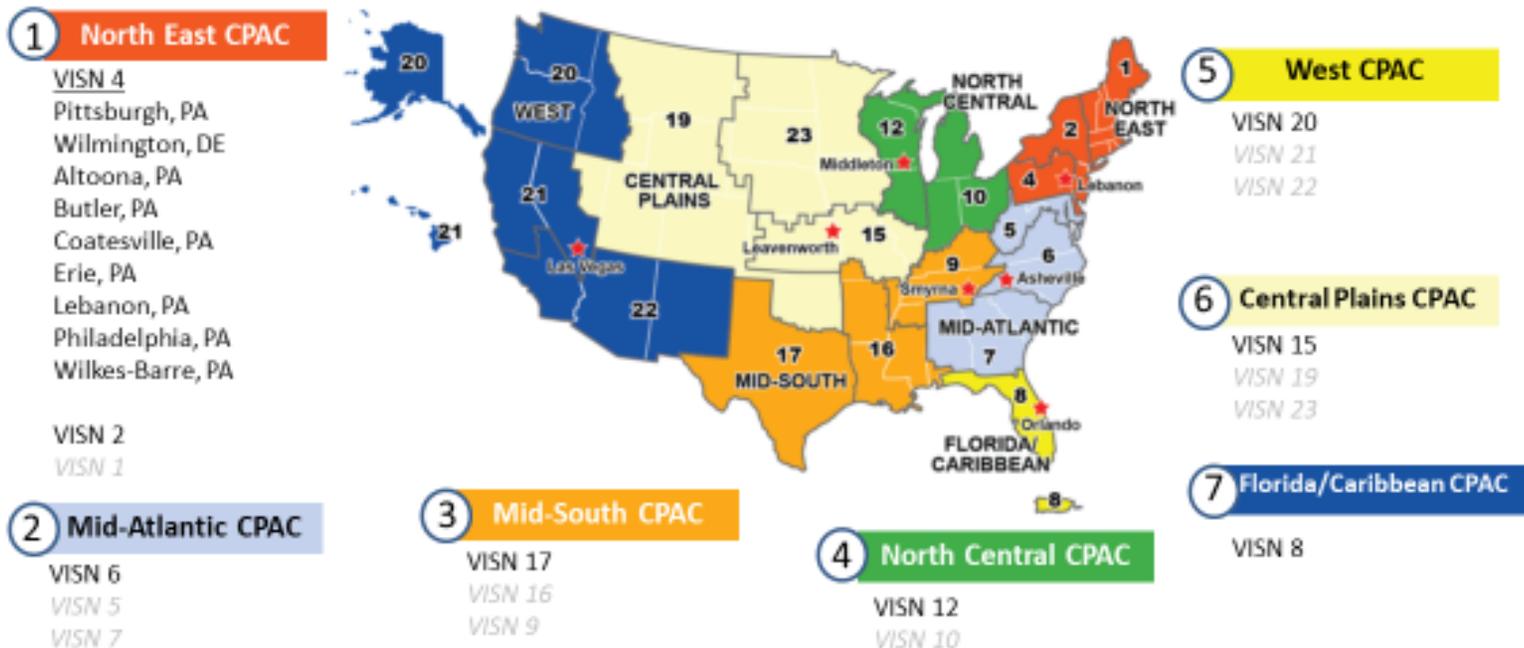
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cc: Alma L. Lee, President, AFGE/NVAC
Mary-Jean Burke, Chairperson, Grievance and Arbitration Committee, AFGE/NVAC
Ibidun Roberts, Supervisory Attorney, AFGE/NVAC

EXHIBIT A

Implementation Rollout

Implementation rollout plan starting with VISN 4 VAMCs serving as the pilot for the implementation process and one VISN has been identified for each CPAC for the initial rollout. Remaining VISNs to be aligned based on feedback from VISN and CPAC leadership (identified in grey)



Workflow Tool modules (i.e. TRAC, ONTRAC, Veteran Services) requires changes to accommodate the Non-MCCF workload. Changes will be identified throughout the transition of VISN 4. End goal is for the NON-MCCF workload to be integrated into normal CPAC processes and systems similar to the way MCCF claims currently enter CPAC workflows.