



# 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-4/24/19

**Date:** April 24, 2019

**To:** Kevin Nelson  
Labor & Employee Relations Specialist  
Office of Human Capital Management (OHCM)  
Department of Veterans Affairs  
810 Vermont Ave., NW  
Washington, D.C. 20420  
[Kevin.nelson2@va.gov](mailto:Kevin.nelson2@va.gov)  
*Sent via electronic mail only*

**From:** Michael Gillman, Staff Counsel, National Veterans Affairs Council (#53), American Federation of Government Employees, AFL-CIO

**RE:** **National Grievance in the matter of the Department of Veterans Affairs St. Paul, MN Regional Office for its failure to provide separate office space and equipment to NVAC National Representatives.**

## 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) (“Master Agreement”), American Federation of Government Employees/National Veterans Affairs Council (“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, VBA St. Paul, MN Regional Office (“Agency”), for failure to comply with its contractual obligations when it denied separate office space and certain office equipment to NVAC National Representative, Colin Barrett. In response to the Union’s request for office space, the Agency has further violated the Master Agreement by moving another NVAC National Representative, Chet Goree, out of his private office into a shared space with Mr. Barrett.

Specifically, on a continuing and ongoing basis, and most recently on April 16, 2019, the Agency by and through its representatives or agents, denied Colin Barrett and Chet Goree separate office space at the VBA St. Paul, MN Regional Office in violation of Article 51, Section 1 of the Master Agreement. The Agency has further denied Mr. Barrett office equipment due him under the terms of Article 51, Sections 1 and 4 of the Master Agreement. The Agency’s decision to move Chet Goree out of his current space and into shared space with Colin Barrett violates the Master



Agreement (which requires *separate* space) is a unilateral change to conditions of employment made in violation of Articles 43 and 49, Section 4 of the Master Agreement and 5 U.S.C. §7116(a)(1) and (5).

## STATEMENT OF THE CASE

### **Background**

Colin Barrett was recently duly appointed as a National Representative of the National Veterans Affairs Council (NVAC). Mr. Barrett currently works at the St. Paul, MN Regional Office. According to the terms of the Master Agreement and by virtue of his position Mr. Barrett is entitled to *separate* office space and *separate* equipment to conduct his duties as a National Representative. *See* Master Agreement, Article 51, Section 1(C). In addition to office space, Mr. Barrett is entitled to office equipment on the same basis as such equipment is made available to administrative office level officials. *See* Master Agreement, Article 51, Section 1(C) & Section 4(B).

Pursuant to these Articles, Mr. Barrett requested that Kim Graves, Director of the St. Paul Regional Office, provide him with the space and equipment required by the contract. On March 25, 2019, Ms. Graves announced in an email to Mr. Barrett would share office space with another NVAC National Representative, Chet Goree, who would also be moved from his current separate office space, into the shared space. Mr. Goree has nothing to do with Mr. Barrett's request for office space. They are both National Representatives and are therefore both entitled to their own separate office spaces. The Master Agreement explains that separate office space is necessary to ensure confidentiality to the maximum extent possible. Putting the National Representatives in the same office assumes that these representatives will be working on the same matters for which confidentiality is unnecessary. This assumption is not correct and represents an unwarranted intrusion into the Union's business. In the same email, Ms. Graves further denied Mr. Barrett's request for office equipment, specifically the request for a Department-issued cell phone. A copy of this email has attached as Exhibit 1.

On April 4, 2019, the Union sent Ms. Graves a letter explaining the requirements of the Master Agreement with regards to the provision of space and equipment to NVAC National Representatives. A copy of this letter has been attached as Exhibit 2. Ms. Graves responded on behalf of the Agency on April 17, reiterating her prior position and denying the Union's requests. A copy of her response is attached as Exhibit 3.

### **Violation**

In these circumstances, the Master Agreement requires the provision of separate offices to both Mr. Barrett and Mr. Goree. The provision of a shared office space for two NVAC National Representatives violates Article 51, Section 1(C) of the Master Agreement. Additionally, Mr. Barrett is entitled to *separate* office equipment to perform his union duties. The Agency's refusal to provide Mr. Barrett with a Department-issued cell phone not only violates past practice between

the parties but also violates Article 51, Section 4(B), which requires the Agency to provide National Representatives with the same level of equipment provided to administrative office level officials.

Furthermore, in denying Mr. Barrett's request the Agency has announced that it will move Mr. Goree out of his separate office space and into a shared space with Mr. Barrett, thereby denying Mr. Goree the separate space due him under the Master Agreement, Article 51, Section 1(C). This change not only violates the terms of the Master Agreement, it is also a unilateral change that has not been bargained over with the Union. The change further violates Articles 49, Section 4 and Article 43 of the Master Agreement (governing notification and bargaining over mid-term changes to conditions of employment). The change similarly constitutes an unfair labor practice under 5 U.S.C. §7116(a)(1) and (5).

### **Remedy requested**

To remedy the above-described violations, the Union asks that the Agency agree to the following:

- To provide Mr. Barrett separate office space and equipment to carry out his duties as an NVAC National Representative, to include the provision of a Department-issued cell phone;
- To allow Mr. Goree to remain in his current office space;
- To fully comply with its contractual obligation under Articles, 43, 49, and 51 of the Master Agreement and its statutory obligations under Title 5 of the U.S. Code; and
- To agree to any and all other remedies appropriate in this matter.

### **Time frame and contact**

This is a National Grievance. 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.



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