



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-7/25/2017

**Date:** July 25, 2017

**To:** Kimberly McLeod  
Acting Executive Director  
Department of Veterans Affairs  
Office of Labor-Management Relations  
810 Vermont Avenue, NW  
Washington, DC 20420  
kimberly.mcleod@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 in the matter of the Department of Veterans Affairs for its failure to provide notice and opportunity to bargain to the National VA Council regarding changes in conditions of employment when it unilaterally realigned DSS bargaining unit employees from the VISN 7 service line to local medical centers

## 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 ("Agency") for violations regarding the Agency's failure to provide NVAC notice and an opportunity to bargain over changes in conditions of employment, when it unilaterally realigned VISN 7's Decision Support System ("DSS") bargaining unit employees ("BUEs") from the VISN 7 service line to local medical centers.

On or about July 10, 2017, NVAC was notified the Agency realigned DSS BUEs from VISN 7 to local medical centers. Pursuant to the MBA, changes in conditions of employment initiated by the Agency at the VISN level require proper notice and opportunity to bargain with the NVAC President or her designee; here, either the VHA Mid-Term Bargaining Committee or NVAC 5<sup>th</sup> District Representative. Thus, before the Agency could implement these changes, it had contractual obligations to bargain with the Union in good faith. To date, the Agency has failed to remedy these violations, and as such, continues to violate the MCBA and federal law.



Specifically, the Agency violated Articles 1, 2, 3 and 47 of the MCBA, 5 USC § 7116(a)(5), and any and all other relevant articles, laws, regulations, customs, and past practices not herein specified.

## STATEMENT OF THE CASE

### **Background**

On May 10, 2017, Pricilla Bazil-Morris, a VISN 7 Department Manager, sent written notice to employees Goldie Lumley and Krista Hogan, that “[d]ue to the re-organization of the VISN 7 Managerial Cost Accounting & Decision Management Department and the realignment of the program ownership,” their positions were being realigned to Fiscal Service at the Dublin VA Medical Center as of May 28, 2017. NVAC was not notified of these changes until two months later, when AFGE Local 1985 representatives in Dublin contacted the VHA Mid-Term Bargaining Committee.

The Master Agreement sets forth national-level notification requirements when changes in conditions of employment affect the working conditions of BUEs in two or more locals. NVAC has subsequently learned that the medical centers in the following cities also had BUEs realigned from VISN 7, without notice to national union representatives and therefore, in breach of the parties’ agreement:

- Columbia, South Carolina
- Birmingham, Alabama
- Tuscaloosa, Alabama
- Tuskegee, Alabama
- Augusta, Georgia
- Atlanta, Georgia
- Charleston, South Carolina<sup>1</sup>

Article 1 of the MCBA incorporates the language of 5 USC § 7114(a)(1) in establishing AFGE/NVAC as the exclusive representative, and further gives AFGE/NVAC the right to act for and negotiate agreements in the best interest of all employees in the bargaining unit.

Articles 2 and 3 of the MCBA require the Agency to comply with applicable federal statutes and regulations in the administration of matters covered by the MCBA, while maintaining a cooperative relationship with the Union.

Article 47 of the MCBA sets forth the contractual obligations of the parties for mid-term bargaining at the local, intermediate, and national levels. Specifically, Section 4 requires the Agency notify the NVAC President, or her designee, with a copy to the affected local unions, of any proposed changes in working conditions affecting the interests of two or more local unions. Although the Agency made efforts to negotiate these changes locally, its obligation was first to NVAC, and it failed in this regard.

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<sup>1</sup> The local facilities are represented by AFGE Locals 1915, 2207, 131, 110, 217, 2778 and 523, respectively.

The Agency has also committed an unfair labor practice under 5 USC § 7116(a), which requires the Agency to consult or negotiate in good faith with the Union.

### **Violation**

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

- Article 1 of the MCBA: recognizing AFGE as the exclusive representative of bargaining unit employees;
- Article 2 of the MCBA: requiring the Agency to comply with federal laws and regulations;
- Article 3 of the MCBA: requiring the Agency to maintain an effective, cooperative labor-management relationship with the Union;
- Article 47 of the MCBA: requiring the Agency to provide proposed changes in working conditions affecting the interests of two or more AFGE locals to the NVAC President or her designee;
- 5 USC § 7116(a)(5): requiring the Agency to consult with the Union and negotiate in good faith; and
- Any and all other relevant articles, laws, regulations, customs, and past practices not herein specified.

### **Remedy Requested**

NVAC asks that, to remedy the above situation, the Agency agree to the following:

- To properly notify NVAC and provide an opportunity to bargain over any proposed changes in working conditions, specifically the realignment of unit employees from VISN 7 to local facilities;
- To a *status quo ante* remedy until its bargaining obligations are met;
- To fully comply with its contractual obligations under Articles 1, 2, 3 and 47 of the MCBA and its statutory obligations under 5 USC § 7116(a); 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 regarding this National Grievance, please feel free to contact the undersigned at AFGE's Office of the General Counsel.

Submitted by,



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