



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-07/23/2021

7H/00398182

Date: July 23, 2021

To: Ophelia A. Vicks
Acting Executive Director
Office of Labor-Management Relations
U.S. Department of Veterans Affairs
ophelia.vicks@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 Increase Veterans Canteen Service Employees’ Meal Allowance

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”) concerning the Department’s failure to increase the meal allowance of Veterans Canteen Service (“VCS”) employees commensurate with changes to the Consumer Price Index (“CPI”) in accordance with the MCBA. 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 and 62 of the MCBA, 5 U.S.C. Section 7116 (the “Statute”); 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

Under Article 62, Section 2(B) of the MCBA,

Meal allowances for VCS employees will be provided to permit employees one complete meal per day (entrée and beverage) valued at no more than six dollars; or, a 60% discount per day on a meal of any value. The six dollar amount will be increased each January 1 to reflect Consumer Price Index increases.

However, multiple AFGE Locals have reported that VCS employees have not received any increases to their meal allowances since the 2011 MCBA went into effect. This includes, but is not limited to, Local 2198 (Beckley, WV) and Local 1509 (Sioux Falls, SD).¹ To date, VCS employees at these facilities and others have not seen their meal allowances increased commensurate with increases to the CPI.

The U.S. Bureau of Labor Statistics, which determines changes to the CPI, provides a CPI Inflation Calculator that calculates \$6.00 in March 2011 has the same buying power as \$7.29 in June 2021.² Therefore, as the price of goods in the Canteen have increased, the relative allowance for VCS employees to pay for their meals has decreased. Consequently, VCS employees have not been able to enjoy this simple but critical benefit of employment.

Additionally, the MCBA unequivocally states that VCS employees shall see their meal allowances increase annually. The Department committed an unfair labor practice when it failed to honor the terms of Article 62, Section 2(B). This repudiation constitutes a clear and patent breach at the heart of the agreement of the MCBA, in violation of Sections 7116(a)(1) and (5) of the Statute.

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 62 of the MCBA: requiring increases to VCS meal allowances commensurate with CPI increases annually;
- 5 U.S.C. Section 7116(a)(1) and (5): prohibiting the repudiation of the MCBA; and
- Any and all other relevant articles, laws, regulations, customs, and past practices not herein specified.

¹ The list contains representative examples of impacted AFGE Locals. The Union reserves the right to supplement this list, as needed.

² The CPI inflation calculator uses the [Consumer Price Index](#) for All Urban Consumers (CPI-U) U.S. city average series for all items, not seasonally adjusted. [This data](#) represents changes in the prices of all goods and services purchased for consumption by urban households. See https://www.bls.gov/data/inflation_calculator.htm.

Remedies Requested

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

- Fully comply with its contractual obligations under Articles 2 and 62 of the MCBA;
- Fully comply with its statutory obligations under 5 U.S.C. Section 7116(a);
- Agree to comply with any and all other relevant articles, laws, regulations, customs, and past practices not herein specified; and
- Agree to any and all other appropriate remedies 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 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,



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