



# NATIONAL VETERANS AFFAIRS COUNCIL

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

## NATIONAL GRIEVANCE

NG-09/07/21

**Date:** September 7, 2021

**To:** Ophelia Ann Vicks  
Acting Executive Director  
Office of Labor-Management Relations  
U.S. Department of Veterans Affairs  
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*Sent via electronic mail only*

**From:** Christopher Zatrutz, 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 failing to provide color printers to AFGE Union offices

## 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” or “Master Agreement”), the American Federation of Government Employees/National Veterans Affairs Council (“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 failing to provide color printers to AFGE Union offices. To date, the Department has failed to remedy this violation and as such continues to violate the MCBA and federal law.

Specifically, the Department violated Articles 2, 3, and 51 of the MCBA; 5 U.S.C. §7116(a); and any and all other relevant articles, laws, regulations, customs, 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**

Article 51 of the MCBA specifically requires the Department to provide Union offices with various items of equipment and technology. The Department must provide Union offices with a color printer. See Article 51, Section 4(A)(3). This contractual requirement extends to the

offices of National Union Officers, District Representatives, National Representatives, and National Safety and Health Representatives. See Article 51, Section 1(C). The Department agreed to provide equipment and technology to the Union in order to increase efficiency for both the Department and Union. See Article 51, Section 4(B).

Here, the Department has failed to provide color printers to multiple Local Union offices in Illinois, Michigan, and Wisconsin.<sup>1</sup> Therefore, the Department plainly violated Article 51 of the MCBA. What's more, a party fails to bargain in good faith and commits an unfair labor practice when its breach of a collective bargaining agreement is "clear and patent and is so fundamental to the parties' basic statutory rights and status as to undermine and make a mockery of the basic collective bargaining relationship[.]" U.S. Dep't of Labor, Occupational Safety & Health Admin. Chicago, Illinois, 19 FLRA 454, 467 (1985) (adopting the Administrative Law Judge's finding). To determine whether a party repudiated an agreement, the Authority examines two elements. First, whether the breach was clear and patent. See Dep't of the Air Force 375th Mission Support Squadron Scott Air Force Base, Illinois, 51 FLRA 858, 862 (1996). Second, whether the provision goes to the heart of the agreement. See id.

Here, the Department's failure to provide color printers to any Local Union office in Illinois, Michigan, and Wisconsin amounted to a clear and patent breach of the MCBA. Article 51 specifically requires the Department to furnish AFGE Union offices with a color printer. The Department's wholesale failure to provide color printers undermines the efficiency of the Union and the parties' collective bargaining relationship. Accordingly, the Department's failure to provide color printers amounted to a fundamental breach of the parties' collective bargaining agreement and served as a repudiation of the agreement.

By failing to provide color printers to AFGE Union offices the Department violated Article 51 of the MCBA and repudiated the MCBA. In doing so, the Department also violated Article 2 of the MCBA, which requires the Department to comply with applicable federal statutes and regulations in the administration of matters covered by the MCBA. Finally, by repudiating the MCBA, the Department is in violation of Article 3 of the MCBA, which 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.

## **Violation**

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 all federal law and regulations;
- Article 3 of the MCBA: requiring the Department to maintain an effective, cooperative labor-management relationship with the Union;

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<sup>1</sup> Affected AFGE Local Unions include, but are not limited to, AFGE Locals 3, 138, 781, 789, 933, 1629, 1732, 1765, 1963, 2092, 2107, 2274, 2280, 2483. The Union reserves its right to supplement this list, as needed.

- Article 51, Section 4 of the MCBA: requiring the Department to provide Union offices with a color printer;
- 5 U.S.C. §7116(a)(1) and (5): prohibiting the repudiation of a collective bargaining agreement
- Any and all other relevant articles, laws, rules, regulations, customs, and past practices not herein specified.

### **Remedies Requested**

To remedy the above violations, the Union asks that the Department do the following:

1. To immediately provide color printers to the all AFGE Local Union offices and other representatives;<sup>2</sup>
2. Reimburse the out-of-pocket expenses incurred by any AFGE Local Union or other AFGE representatives for the cost of color printers;
3. To cease and desist further violations of the MCBA and federal law;
4. To fully comply with its contractual obligations under Articles 2, 3, and 51 of the MCBA and its statutory obligations under the Federal Service Labor-Management Relations Statute;
5. To post an electronic notice, signed by the VA Secretary, to all AFGE bargaining unit employees that the Department violated the law and that the Department will refrain from further violations of the law;

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. The undersigned is the designated representative for this grievance. If you have any questions regarding this National Grievance, please contact the undersigned at AFGE Office of the General Counsel.



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<sup>2</sup> See supra note 2.

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