



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-08/07/2020

7H/00394584

Date: August 7, 2020

To: Michael Picerno
Acting Executive Director
Office of Labor-Management Relations
U.S. Department of Veterans Affairs
michael.picerno@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 provide the Union notice and an opportunity to bargain over the Veterans Crisis Line Shift Change**

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”) for failure to provide the Union notice and an opportunity to bargain over the use and implementation of the Veterans Crisis Line Shift Change. The Department has referred to the shift change as a “tour reset” in its notification to employees, however the term “shift change” will be used throughout this grievance. 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, 3, 13, 21, 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. 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

On July 17, 2020, AFGE Local 518 received an email from Julianne Mullane, Assistant Deputy Director of Clinical Operations, Veterans Crisis Line (“VCL”), titled “Notification of Tour Re-Set” concerning employees of the Atlanta, Canandaigua, and Topeka Veterans Crisis Lines. The email notified AFGE of the VA’s intent to move forward with a staffing shift change to the VCL in the facilities of the three named cities. To facilitate the shift change, staff would be re-solicited and would have an opportunity to volunteer for new schedules based on seniority. Seniority would be used to mandate staff to positions that were not volunteered for or bid on. The email indicated that the VA would prioritize getting staff into their new schedules no later than August 30, 2020.

Prior to the notification received by the Union on July 17, 2020, the VA did not inform the NVAC of either its intent to change the tours of staff on the VCL or how such staffing adjustments would be made. Similarly, the VA failed to negotiate with NVAC over the solicitation of staff and the specific criteria used to change the tours of duty of affected employees. On July 21, 2020, the NVAC filed a demand to bargain over the VCL shift change. To date, the VA has failed to engage in any bargaining efforts with the NVAC. The changes associated with the VCL shift change include:

- Changing the number of shifts available to employees.
- Changing the tours of duty available to employees.
- Changing the work schedule options available to employees.
- Requiring employees to bid on new tours of duty and work schedule options, thereby forcibly reassigning employees.
- Involuntarily reassigning employees to shifts that were not bid on or volunteered for.
- Permanently changing tours of duties and work schedule options, beyond the duration of the COVID-19 pandemic.

These unilateral modifications to the tours of duty and work schedule constitute a change in conditions of employment that requires advance notification to the Union and an opportunity to bargain. Not only has the Department failed to adequately communicate changes associated with the VCL Shift Change to its employees, it also failed to provide the Union notice and an opportunity to bargain over these changes.

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 3 of the MCBA: requiring the Department to maintain an effective, cooperative labor-management relationship with the Union;
- Article 13 of the MCBA: requiring the Department to negotiate over involuntary reassignments of employees;
- Article 21 of the MCBA: requiring the Department negotiate over changes to work schedule options, alterations to, procedures concerning, and time frames for posting schedules.
- Article 47 of the MCBA: requiring the Department notify and bargain with the NVAC President over proposed changes in personnel policies, practices, or working conditions affecting two or more local unions;
- Article 49 of the MCBA: requiring the Department bargain with the Union prior to making changes in conditions of employment;
- 5 U.S.C. § 7116(a)(1) and (a)(5): requiring the Department to consult and negotiate in good faith with the Union; and
- Any and all other relevant articles, laws, regulations, customs, and past practices not herein specified.

Remedies Requested

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

- Return to the *status quo ante*;
- Fully comply with its contractual obligations under Articles 2, 3, 13, 21, 47, and 49 of the MCBA and its statutory obligations under 5 U.S.C. §7116(a);
- Distribute an electronic notice posting to all bargaining unit employees concerning the Agency's failure to satisfy bargaining obligations with the Union prior to implementing changes in conditions of employment;
- Agree to comply with any and all other relevant articles, laws, regulations, customs, and past practices not herein specified.
- 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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cc: Alma L. Lee, President, AFGE/NVAC
William Wetmore, Chairperson, Grievance and Arbitration Committee, AFGE/NVAC
Ibidun Roberts, Supervisory Attorney, AFGE/NVAC