



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-8/17/17

Date: August 17, 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: Thomas Dargon, Jr., 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 notify and bargain with the Union regarding the reassignment of bargaining unit employees in the VA Capitol Health Care Network Contracting Office

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 (“the Union”) is filing this National Grievance against you and all other associated officials and/or individuals acting as agents on behalf of the Agency for failing to notify and bargain with the Union regarding the reassignment of bargaining unit employees in the VA Capitol Health Care Network Contracting Office. To date, the VA has failed to remedy this violation, and as such, continues to violate the MCBA and federal law.

Specifically, the VA violated Articles 2, 3, and 47 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.

STATEMENT OF THE CASE

Background

On June 5, 2017, Scott Sands, Director of Contracting in the VA Capitol Health Care Network Contracting Office (“NCO-5”), sent a Memorandum entitled “Team Assignments” to

local AFGE union offices. In his June 5, 2017 Memorandum, Mr. Sands announced that, due to “operational need” and to “better distribute workload,” several bargaining unit employees in NCO-5 would be reassigned to new teams and/or new supervisors effective August 7, 2017. This reassignment constitutes a change in working conditions. The Agency failed to notify the Union and provide an opportunity to bargain prior to reassigning these employees on August 7, 2017.¹

In refusing to notify, consult, and negotiate in good faith with the Union prior to the reassignment of NCO-5 bargaining unit employees, the Agency committed an unfair labor practice under 5 U.S.C. §7116(a)(1) and (a)(5). Additionally, Article 2 of the MCBA requires that the Agency comply with applicable federal statutes and regulations in the administration of matters covered by the MCBA. Therefore, in violating 5 U.S.C. §7116, as set forth above, the Agency also failed to comply with Article 2. Further, Article 3 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. By failing to notify, consult, and negotiate with the Union prior to the reassignment of NCO-5 bargaining unit employees, the Agency renounced its commitments under Article 3 of the MCBA and necessitated further collective bargaining disputes. Finally, the Agency violated Article 47, Section 2, which sets forth the Parties’ responsibilities regarding mid-term bargaining at the national level.

Violation

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

- Article 2 of the MCBA: requiring the Agency to comply with federal law 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 comply with agreed-upon procedures for mid-term bargaining at the national level;
- 5 U.S.C. §7116(a)(1) and (a)(5): requiring the Agency to consult and negotiate in good faith with the Union;
- Any and all other relevant articles, laws, regulations, customs, and past practices not herein specified.

Remedy Requested

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

- To return to the status quo ante;
- To make-whole any bargaining unit employees adversely affected by the August 7, 2017 reassignment;
- To fully comply with its contractual obligations under Articles 2, 3, and 47 of the MCBA and its statutory obligations under 5 U.S.C. §7116(a);
- To agree to any and all other remedies appropriate in this matter.

¹ In an attempt to resolve this issue prior to the August 7, 2017 reassignment, the Union contacted VA-LMR and requested that Mr. Sands properly notify NVAC. To date, the Agency has failed to proper notification.

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 contact the undersigned at 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.

Thomas Dargon, Jr. /s/

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