



NATIONAL VETERANS AFFAIRS COUNCIL
American Federation of Government Employees, AFL-CIO



NATIONAL GRIEVANCE
NG-12/11/15

DEC 11 2015

AKL

Date: December 11, 2015

To: Larry Bennett
For the Deputy Assistant Secretary
Labor-Management Relations
Department of Veterans Affairs (VA)
810 Vermont Avenue, NW
Washington, DC 20420

From: James R. Alsup, Managing Attorney, National Veterans Affairs Council (#53)
("NVAC"), American Federation of Government Employees, AFL-CIO ("AFGE").

Subject: National Grievance in the matter of the Department of Veterans Affairs' (VA)
violation of the October 2008 Memorandum of Agreement (MOA) requiring VA support for
the American Federation of Government Employees/National VA Council Safety Conference

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), AFGE/NVAC is filing this National Grievance against you and all other associated VA officials and/or individuals acting as agents on behalf of the VA for failure to comply with the terms of the October 2008 MOA wherein VA agreed to support the AFGE/NVAC Safety Conference without restriction as it pertains to the site of the Conference.

STATEMENT OF CHARGES

The VA and NVAC signed a MOA in October 2008, attached as Exhibit 1, that in general terms provides that VA will support the VA/NVAC Joint Safety Conference. Relying in good faith on the 2008 MOA, specifically Paragraph 7, and prior to November 2015, NVAC signed a contract with Tropicana Hotel in Las Vegas, Nevada, to host the upcoming 2016 Joint Safety Conference, currently scheduled for February 23-25, 2016. The contract with Tropicana obligated NVAC to pay the Tropicana approximately \$225,000 payable whether the conference took place or not.

After NVAC informed VA of the Las Vegas conference arrangements, VA notified NVAC in an email dated November 17, 2015, attached as Exhibit 2, that VHA "agreed to support the AFGE/NVAC safety conference 2016" to the extent that the host site was in Phoenix, with conference dates of February 13-25, 2016," funding one representative from each VHA facility was limited to "approximately" \$400 for per diem and registration fee, and would provide course instructors subject to availability. In an email dated November 24, 2015,

attached as Exhibit 3, VA informed NVAC that although VA senior management had been told that NVAC had already made arrangements for the 2016 Safety Conference to be held in Las Vegas and would likely incur significant costs to change the location of the conference, VA could not support the conference being held in Las Vegas and that they could not support the conference if the registration fees were more than \$400 per person. In other words, VA informed NVAC that it would not support the conference if held in Las Vegas and if moved, would not assist NVAC in recouping costs incurred because of the change in the site of the conference. By email dated November 30, 2015, attached as Exhibit 4, VA notified NVAC that it would not support the training conference "if it takes place in Las Vegas, Nevada or if the cost of registration exceeds the previously discussed amount of \$400.00 per employee."

The 2008 MOA provides in paragraph 3 that "[T]he VA at all levels will support the Safety Conference as provided in this Agreement . . .;" in paragraph 5 the MOA provides that NVAC will charge participants attending such Safety Conference fees in "an amount appropriate to recoup AFGE-NVAC's expenses associated with the procuring hotel space and related event services for the Safety Conference; and, in paragraph 7, the parties agreed that "AFGE.NVAC shall be solely responsible" for the selection of dates and locations of the Safety Conference.

Therefore, the VA has failed to comply with paragraph 3, paragraph 5 and paragraph 7 of the 2008 MOA to the detriment of NVAC. The VA's failure to provide instructors as provided in paragraph 3 will further breach the terms of the MOA.

REMEDY REQUESTED

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

- (1) Fully comply with the terms of the October 2008 MOA;
- (2) Pay travel, per diem and conference fees for each VA employee authorized to attend the conference held in Las Vegas in February 2016;
- (3) Pay for the costs incurred by NVAC to provide instructors for the conference held in Las Vegas who would otherwise have been provided by VA;
- (4) Pay attorneys fees incurred as a result of the VA's action; and,
- (5) Any and all relief provided by law, regulations and statutes.

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 Union reserves the right to amend this National Grievance. If you have any questions regarding this National Grievance, please feel free to contact me at (202) 494-9452.



MEMORANDUM OF AGREEMENT

The following constitutes an agreement between the Department of Veterans Affairs, (VA) and the American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council #53 (AFGE-NVAC) concerning the VA/AFGE-NVAC Annual Joint Safety Conference (Safety Conference).

1. The VA and AFGE-NVAC enter into this Agreement to provide VA employees with a means of obtaining Safety-related training and information to better serve our veterans and other employees in the workplace, and to facilitate labor-management cooperation and training on safety-related issues as required by the Occupational Safety and Health Act of 1970 (Public Law 91-596, codified at 5 U.S.C. § 7902), Executive Order 12196 § 1-201(k), 29 CFR §§ 1960.8 and 1960.59, and the VA-AFGE Master Agreement. This Agreement is voluntarily entered into by the national parties.
2. The National Cemetery Administration (NCA) and the Veterans Benefits Administration (VBA) will be invited to serve on the Conference Planning Committee and to fully participate in the Conference.
3. The VA at all levels will support the Safety Conference as provided in this Agreement and will authorize VA employees to participate in the planning of the Safety Conference agenda and to serve as instructors at the Safety Conference.
4. Union participants will be on official time/authorized time while participating in the Safety Conference and/or serving on the Conference Planning Committee.
5. AFGE-NVAC will charge fees from the participants in an amount appropriate to recoup AFGE-NVAC's expenses associated with procuring hotel space and related event services for the Safety Conference. VA will not assume any liability incurred by AFGE/NVAC with the Hotel Conference Provider (the Provider) for goods or any other services related to the contract with the Provider.
6. At least thirteen months prior to each year's Safety Conference, AFGE-NVAC will work with the Office of Labor-Management Relations and the VHA Office of Safety and Technical Service to submit a VHA Conference and Travel Request Form to the VA Secretary or designee to obtain approval of a conference requiring travel for 100 or more VA employees. A copy of such form will be provided through the VA Learning University (VALU) HR Subcommittee to the Dean of VALU. VALU will consider the request and determine whether it can commit the resources necessary to support the Safety Conference for the following year. VALU will notify AFGE-NVAC no later than February 15 whether it can support the conference the following year.
 - a. If VALU supports the conference, AFGE-NVAC will work with VA's Employee Education Service (EES) to complete a form EES Education Partnership Agreement to implement EES' provision of support services for the Safety Conference.

b. If VALU has a problem and cannot support the Safety Conference for any reason, the Safety Conference may be held if AFGE-NVAC wishes and VA will support employees and presenters attending, subject to the above-referenced approval requirements for conferences requiring travel for 100 or more VA employees.

7. AFGE/NVAC shall be solely responsible for the following activities in support of the Safety Conference:

- Selecting the location and dates of the Safety Conference
- Signing of the contract (s) with the hotel Conference provider
- Paying hotel business office storage fees for receiving Conference items
- Collecting registration fees to pay for the Conference
- Providing conference bags and related paper materials
- Paying travel and other expenses for Union instructors
- Providing or contracting for equipment (including audiovisual equipment) necessary for the Conference

8. In order to facilitate VA employees' attendance at the Conference and obtain the benefit of Contact Hours for employees who attend, upon completion of the forms and approval processes referenced in paragraph 6, VALU/EES agrees to do the following in support of the Safety Conference:

- a. provide a Template Agenda for the Safety Conference equivalent to Exhibit C to this Agreement;
- b. provide Scantron forms to enable the Safety Conference Committee to track participant satisfaction as well as Performance Improvement;
- c. provide Electronic Registration Forms;
- d. provide daily sign in sheets;
- e. provide standard Name Badges;
- f. provide a Participant List after each Safety Conference;
- g. provide a Certificate of Attendance (Contact Hours) for each attendee, equivalent to Exhibit D to this Agreement; and
- h. make all presentations available in an electronic format that is accessible to all attendees.

9. Either party may terminate this agreement by providing the other party with a written notice of such termination of agreement. Such notice shall be provided to the other party not later than ten months prior to the said yearly conference.



For the Department (VA)

10/6/08
Date



For the National VA Council #53

10/2/08
Date

From: Moseley, Kimberly D.
Sent: Tuesday, November 17, 2015 2:30 PM
To: Lee, Alma L SAMVAMC
Cc: Fetzer, Robert H SAMVAMC; Stephen, Donald
Subject: AFGE NVAC Safety Conference



Good news, the VHA has agreed to support the AFGE/NVAC safety conference 2016. So here is what they were willing to support:

- Host site – Phoenix
- Conference dates February 23-25 (travel days feb 22 and 26)
- Theme: Safety Matters
- Number of potential participants: AFGE can expect the attendance (at the expense of the VA: registration fee, travel, per diem, and official time) of approximately one safety rep from each VHA facility, and some unknown lesser number from VBA and NCA (we have not gotten a formal commitment from VBA or NCA, but we will advise of VHAs agreement to support).
- Afge intends to invite the other unions to share participant slots
- Agency funding commitment – support one safety officer from the local facilities (i.e., official time travel, per diem, and registration fee (approximately \$400 – if it is more, we will need to discuss prior to approval)
- VA to provide course instructors, subject to their availability and approval of their supervisor. They will be encouraged to participate.
 - invitees will include sr va leadership

With this notification of VA support, AFGE should move forward with securing the Phoenix training location.



From: Moseley, Kimberly D. <Kimberly.Moseley@va.gov>
Sent: Tuesday, November 24, 2015 7:52 PM
To: Lee, Alma L SAMVAMC; Fetzer, Robert H SAMVAMC
Cc: Stephen, Donald; Moseley, Kimberly D.
Subject: RE: AFGE NVAC Safety Conference

I advised VA Sr Management that the NVAC was having trouble with breaking the contract you have secured with the Tropicana in Las Vegas (the first site you contracted with for the Safety Conference). I let Sr VA Leadership know that the cancellation of the Las Vegas hotel will cost AFGE close to 225K. I also advised that if you were to absorb that cost into the participants registration fee, it would likely double the fee.

I asked Sr Leadership to reconsider the denial of the Las Vegas location. In other words, I asked if they would continue to support the conference if it remains in Las Vegas.

VA leadership is still very concerned about the Las Vegas location. While the VA stands behind its commitment to support the conference concept, the VA cannot support the conference in Las Vegas. Leadership has also made it clear that they cannot support a registration fee that is double the price (or over the projected \$400 per participant).

Let me know how you would like to proceed.

Lee, Alma L SAMVAMC

From: Bob Fetzer <BFetzer@bsiva.com>
Sent: Monday, November 30, 2015 6:28 PM
To: Lee, Alma L SAMVAMC; Jefferson, William; Burke, Mary-Jean; Hines, Daniel L SAMVAMC; Speer, Monica SAMVAMC; Coley, Irene B.; Sloan, Rosetta SBYVAMC; jrosen396@gmail.com SAMVAMC; Williams, Oscar L Jr.
Subject: [EXTERNAL] Fw



Sent from my iPhone

Begin forwarded message:

From: "Stephen, Donald" <Donald.Stephen@va.gov>
Date: November 30, 2015 at 5:06:51 PM EST
To: "Fetzer, Robert H SAMVAMC" <Robert.Fetzer@va.gov>, Bob Fetzer <BFetzer@bsiva.com>
Cc: "Stephen, Donald" <Donald.Stephen@va.gov>
Subject: AFGE Safety Conference

Good afternoon Mr. Fetzer,

This email is in response to your proposal that the Department provide limited support to the training event in Las Vegas Nevada or agreeing to an increase of the registration fee from 400.00 per participant to 550.00 per participant if the event is relocated to Phoenix Arizona. As stated previously VA will not support this training event if it takes place in Las Vegas Nevada or if the cost of registration exceeds the previously discussed amount of 400.00 per employee. If you need any additional information please contact me directly.

Donald Stephen
Labor Relations Specialist
VACO LMR 202-461-4123
BB 202-731-9942
donald.stephen@va.gov