



DEPARTMENT OF VETERANS AFFAIRS
DEPUTY ASSISTANT SECRETARY FOR
HUMAN RESOURCES MANAGEMENT AND LABOR RELATIONS
WASHINGTON DC 20420

JAN 11 2011

Bill Wetmore
Third Executive Vice President
National Veterans Affairs Council (NVAC)
American Federation of Government Employees (AFGE)
Board of Veterans Appeals
VA Central Office
811 Vermont Avenue, N.W.
Washington, D.C. 20420

Dear Mr. Wetmore:

This is in response to your grievance dated December 1, 2010, concerning the transfer of the Fourteenth (14) District Representative official time. In your grievance you allege violations to Article 45, section 2 of the VA/AFGE Master Agreement and past practice. As a remedy, you request that the 50%, 14th District Representative official time transfer be granted and that "any and all time not used by the end of the leave year be credited to the 14th District representative at the start of the next leave year."

You specifically allege that on October 22, 2010, you notified [redacted] Vice Chairman of the Board of Veterans Appeals (BVA) and [redacted] BVA attorney, that you were the 14th District Representative for AFGE and in accordance with Article 45, Section 2 of the Master Agreement, you were entitled to 50% official time. You stated that such official time would begin accruing on October 25, 2010.

You further allege that on November 1, 2010, you informed Ms. [redacted] and [redacted] that, in accordance with Article 45, you would transfer the 14th District Representative official time to [redacted], a steward with AFGE Local 17, to perform the duties of the position for which official time is authorized. On November 3, 2010, Ms. [redacted] denied this official time transfer based on an arbitration decision where AFGE argued that it would be "absurd" for a national representative to transfer official time and national representative duties to a local union official. See *AFGE Local 1739 and Veterans Affairs Regional Office, Roanoke, Virginia, March 7, 2007, Case No 05-58575*.

On December 2, 2010, you met with [redacted], Staff Director, Office of Labor-Management Relations, in an attempt to settle the grievance. After discussions, her understanding was that you wanted to transfer the District Representative time to [redacted] for her to perform the duties of the District Representative position. In an e-mail sent to [redacted], you clarified that you were transferring the time to "perform representational duties."

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Article 45, Section 2 of the Master Agreement sets forth a list of national union officers, each of whom is designated a specific amount of official time. Each of the fifteen district representatives is authorized 50% official time. Immediately following the list of officers, the Agreement provides that, "[t]hese national Union representatives may designate a Union representative at their home station and transfer unused official time to that representative to perform the duties of the position for which official time is authorized."

The language in Article 45 clearly delineates that the listed national union officers were elected or appointed to their positions for the purpose of performing national representational duties. Many of the elected or appointed national officers, have multiple allocations of official time, be it at the national or local level. Official time for national duties might prevent national officers from using local official time to which they may be entitled to carry out local representational responsibilities. The language in Article 45, section 2, allows the national officers to designate a local union official to perform local representational duties that the national official does not have time to perform because of his/her national duties. We have consistently read this provision to mean that the national officer could transfer any unused local time to a local union representative in his/her home facility to perform the local duties that the national officer has no time to perform. In your case, you could transfer to [redacted] or another union representative at your facility (VA Central Office), your unused, if any, local time to perform local representational responsibilities of your local position. Since as a local steward, our understanding is that you do not have any local time to perform the duties of that position, you do not have time available to transfer to [redacted]. We therefore agree with the local decision.

The grievance is thus denied. If you have any questions, please contact Doug Katcher at 828-298-7911 ext. 13500 or Douglas.Katcher@va.gov.

Sincerely yours,



Leslie B. Wiggins
Deputy Assistant Secretary
for Labor-Management Relations