



DEPARTMENT OF VETERANS AFFAIRS
OFFICE LABOR-MANAGEMENT RELATIONS
WASHINGTON DC 20420

OCT 21 2011

Ami Pendergrass and Joseph Mendoza
American Federation of Government Employees
80 F Street, NW
Washington, DC 20001-1583

Dear Ms. Pendergrass and Mr. Mendoza:

This is in response to the grievances dated August 25, 2011¹ and October 12, 2011 alleging that management violated Article 47, Section 2(B) of the VA/AFGE Master Agreement in the VA Medical Centers in Minneapolis and Columbia.

In your grievances you argue that the notice referred to in Article 47, Mid-Term Bargaining, Section 4, Local, (B) of the agreement triggers an obligation to give notice and an opportunity to bargain at the national level and therefore, timeframes² established in Article 47, Section 2, National, (B) of the master agreement apply. You also claim management violated the agreement on 4 occasions by giving the union 14-days notice in Minneapolis and six days notice to respond to the proposed changes in Columbia, instead of 20-days notice.

We deny any violations of the Master Agreement. Article 47, Section 4B provides for local bargaining, not national. Under this provision, the contract requires the Agency to provide notice to AFGE at both the national and local levels, but bargaining has always occurred at the local level. Therefore, bargaining in these circumstances is local level bargaining and local past practices and local ground rules on mid-term bargaining should be followed.

Please refer to the Opinion and Award on *American Federation of Government Employees, National Affairs Council and Department of Veterans Affairs*, page 14, FMCS Case 04-06944, (March 25, 2005) where the union argued that once the designated person by the President of the NVAC is notified, in accordance with Article 44, Section 4(B)³, then the matter is escalated to the Intermediate level, Section 3. The arbitrator's decision clearly states that "[t]he fact that the entire statement about conditions affecting the interests of two or more local Unions is included in the section entitled Local and not Intermediate [in this case National] indicates that this is considered a 'local' matter."

¹ An extension to the response due date was granted until October 28, 2011.

² "Any union demand to bargain must be received by the designated Department official within 20 workdays from the date the NVAC President or designee receives the proposed change."

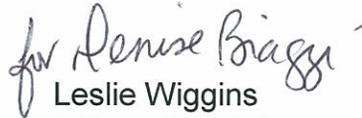
³ Note that the current Article 47, Section 4(B) is identical to the language cited in the case on the 1997 VA/AFGE Master Agreement.

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For the reasons stated above, we deny both grievances and any related grievances that may be filed on the same issue⁴.

If you have any questions or concerns, please contact Richard L. Watkins of my staff at 513-214-9806 or richard.watkins@va.gov.

Sincerely yours,

A handwritten signature in cursive script that reads "for Denise Biaggi".

Leslie Wiggins
Acting Deputy Assistant Secretary
for Labor-Management Relations

cc: Alma Lee, President, AFGE/NVAC
William Wetmore, Chairperson, Grievance and Arbitration Committee, NVAC

⁴ Another similar grievance has been filed on October 12, 2011 about violations to the 20 day notice requirement. We deny that grievance as well but will address in a separate response the additional allegation made by the union.