



**NATIONAL VETERANS
AFFAIRS COUNCIL**
American Federation of Government Employees
AFFILIATED WITH THE AFL-CIO

November 6, 2012

SENT VIA ELECTRONIC AND U.S. MAIL

Department of Veterans Affairs
ATT: Leslie Wiggins,
Deputy Assistant Secretary,
Labor – Management Relations
810 Vermont Avenue, NW
Washington, DC 20420


RE: National Grievance 11/6/2012, Breach of USA Staffing Settlement

Dear Ms. Wiggins,

Please find attached the National Grievance 11/6/2012 concerning breach of the Settlement Agreement: AFGE National Grievance (August 19, 2011) in settlement of the National Grievance (NG 8/19/2011) on USA staffing.

If you have any additional questions or concerns, please contact me at (202) 306-3664.

Sincerely,


Ami M. Pendergrass
Staff Attorney
AFGE/NVAC

Cc: Alma Lee, William Wetmore

Ami Pendergrass Esq. Phone: (202) 306-3664, Fax (614) 340-4656,
E-mail: pendergrassnvac@aol.com, P.O. Box 320430, Alexandria, VA 22320



NATIONAL GRIEVANCE
NG-11/6/2012

Date: November 6, 2012

To: Leslie Wiggins
Deputy Assistant Secretary,
Labor – Management Relations
Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20420

From: Ami Pendergrass, Attorney, National Veterans Affairs Council (#53) (NVAC), American Federation of Government Employees (AFGE), AFL-CIO

Subject: National Grievance in the matter of the Department of Veterans Affairs (VA) breach of the Settlement Agreement: AFGE National Grievance (August 19, 2011), signed February 27, 2012 in settlement of the National Grievance on USA Staffing.

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 (Union) is filing this national grievance against you and all other associated Department of Veterans Affairs (“VA”) officials and/or individuals acting as agents on behalf of the VA for violations as it relates to its breach of the February 2012 agreement, Settlement Agreement: AFGE National Grievance (August 19, 2011) (“Settlement Agreement”), specifically the provision of USA staffing training as provided for in Section II, Paragraph 3.

On or about October 18, 2012, the VA, by and through its representatives and/or agents, has canceled USA Staffing Training for Union Officials as a result of unilateral implementation of a national travel policy, without notice to the Union in breach of Section II, Paragraph 3 of the Settlement Agreement.

In doing so, the VA has violated the following provisions:

- (1) Section II, Paragraph 3 of the Settlement Agreement; and
- (2) Any and all other relevant articles, laws, regulations, customs and past practices not herein specified.

STATEMENT OF THE CASE:

I. Background

On August 19, 2011, the Union filed a national grievance (NG 08/19/2011; Attachment A) concerning the breach of various provisions of March 2010 Memorandum of Understanding on USA Staffing. Amongst the various items in discussion was the VA's failure to provide adequate training to Union Officials on the USA Staffing system. As a result, the parties met, conferred, and reached agreement to settle the issues in dispute. The Settlement Agreement was signed and executed by the parties on February 27, 2012.

Amongst the various provisions of the settlement, Section II, Paragraph 3 provided that:

AFGE Union officials will be afforded the opportunity to attend a special, tailored USA Staffing course (three or three and one-half days) in lieu of the one-week training course referenced in Section 2(h) of the MOU on USA Staffing (March 30, 2010). The tailored course will be offered at various times in different cities across the country. The training will be available on duty time and at the Department's expense. A copy of the training agenda is attached to this Settlement Agreement. Notice of upcoming dates and locations will be provided to AFGE on a regular basis.

On or around early October 2012, Union official Nick Bartzis contacted his local facility in Cleveland, Ohio to sign up for the USA Staffing course for Union officials. When Mr. Bartzis inquired about the status of the training, Mr. Bartzis received a response in two emails from VA Central Office officials on October 18, 2012. The first email, which was initially, an exchange between himself and Ms. Sharon Pierce, the Training Manager at the VARO Cleveland facility, indicated that Ms. Pierce, who was attempting to sign Mr. Bartzis up for training was advised by Ms. Lula Bright, Management Analyst at HR Academy in Washington, DC, that the training was unilaterally canceled due to the new travel guidance set forth by the Chief of Staff of the VA. On that same day, a second email was received by Ms. Rebecca Jones, HR Consultant at OHRM, that confirmed that the training was, in fact, canceled due to the new travel regulations, and stated further that the Agency was not providing the Union only training as obligated to do but was instead providing the same week-long management training that was rejected in the original settlement.

II. Violation

The VA is in breach of the February 2012 Settlement Agreement on USA Staffing, specifically in its violation of Section II, Paragraph 3 on training. The Union was not notified that the VA had ceased to provide the training specifically outlined in the Settlement Agreement nor was notified that it intended to discontinue offering any training concerning USA Staffing.


III. Remedy Requested

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

- (1) To agree to immediately implement the training as specified in Section II, Paragraph 3 of the Settlement Agreement; and
- (2) To agree to any and all other remedies appropriate in this matter.

IV. 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 feel free to contact me at (202) 306-3664.


Ami Pendergrass
Attorney
AFGE/NVAC

Cc: Alma L. Lee, President, AFGE/NVAC
William Wetmore, Chairperson, Grievance and Arbitration Comm

NATIONAL GRIEVANCE
NG-08/19/2011

Date: August 19, 2011

To: Leslie Wiggins
Deputy Assistant Secretary,
Labor – Management Relations
Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20420

From: Ami Pendergrass, Attorney, National Veterans Affairs Council (#53) (“NVAC”),
American Federation of Government Employees (“AFGE”), AFL-CIO

Subject: National Grievance in the matter of the Department of Veterans Affairs (VA) failure to comply with National Memorandum of Understanding entitled “Implementation of USA Staffing”.

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 (“Union”) is filing this national grievance against you and all other associated Department of Veterans Affairs (“VA”) officials and/or individuals acting as agents on behalf of the VA for violations as it relates to its failure to comply the National Memorandum of Understanding entitled “Implementation of USA Staffing” (“USA Staffing MOU”).

Specifically, on a continuous and on-going basis, the VA, by and through its representatives and/or agents, has:

- (1) Failed to comply with multiple provisions in the USA Staffing MOU

In doing so, the VA has violated the following provisions:

- (1) USA Staffing MOU; and
- (2) Any and all other relevant articles, laws, regulations, customs and past practices not herein specified.

STATEMENT OF THE CASE:

I. Background

On March 30, 2010, the parties signed the USA Staffing MOU, which provided for procedures for the phased implementation of USA Staffing by the VA. Included in the MOU were the following key provisions:

1. Employees would be allowed to continue manual applications in lieu of using USA Staffing;
2. The final product would include capability that would not allow an applicant to move to the next screen without the screen being complete; provide for reminder notification that an application was not complete; and would notify the applicant in a timely manner that the application submitted was complete or not complete;
3. The use of USA staffing would be in concert with the provisions of Article 22, Merit promotions;
4. Applicants using the manual application process would not be disadvantaged;
5. An evaluation of the process would occur quarterly; and
6. Training of the bargaining unit would occur to facilitate use of the product.

The NVAC has received reports from multiple facilities that these key provisions are not being implemented at the local level. These facilities include but are not limited to: Montgomery, AL; Grand Island, NE; Gainesville, FL; Tampa, FL; Tomah, WI; and Chillicothe, OH. These facilities have reported that local VA representatives are not accepting manual applications (Chillicothe); that the use of USA staffing was not in compliance with Article 22 (Tomah); and that internal applicants are not being told that their applications are incomplete until after the closing of the post (Montgomery, Grand Island, Gainesville, and Tampa). In addition, to date, the NVAC has received no quarterly information concerning the process evaluation and training of the bargaining unit has not occurred.

II. Violation

The VA is not in compliance with provisions of the USA Staffing MOU.

III. Remedy Requested

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

- (1) Cease and Desist all actions in violation of the USA Staffing MOU and to immediately implement changes to comply with the provisions of the MOU; and
- (2) To agree to any and all other remedies appropriate in this matter.

Settlement Agreement
AFGE National Grievance (August 19, 2011)

The National Veterans Affairs Council #53, American Federation of Government Employees ("AFGE" or the "Union") and the Department of Veterans Affairs (the "Department") hereby agree to settle all disputes arising out of AFGE's National Grievance, dated August 19, 2011, concerning the Department's compliance with the Memorandum of Understanding involving USA Staffing, in accordance with the following terms and conditions:

I. Withdrawal of National Grievance:

By execution of this settlement agreement ("Settlement Agreement"), AFGE voluntarily withdraws the National Grievance and waives any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature arising from the allegations contained in the National Grievance, with the exception of any grievance that may arise by reason of breach of any term of this Settlement Agreement. AFGE agrees to promptly provide any document or take any other action necessary to effectuate the withdrawal or dismissal of the National Grievance.

II. Terms of the Settlement:

By execution of this Settlement Agreement, AFGE and the Department (collectively the "parties") agree as follows:

1. The Department will notify each VA facility in a separate written notice that, consistent with the parties' MOU on USA Staffing (March 30, 2010), each facility must continue to accept and process paper (manual) applications. "Process" means that employees can drop off completed paper applications and the applications will be added to USA Staffing by facility personnel. Depending upon the facility, the application may be scanned, faxed, or otherwise added to USA Staffing. The notice to facilities will be issued no later than fourteen calendar days from the effective date of this Settlement Agreement.
2. AFGE bargaining unit employees will continue to receive the opportunity to train on various aspects of USA Staffing through regular Webinars and other online training.
3. AFGE Union officials will be afforded the opportunity to attend a special, tailored USA Staffing course (three or three and one-half days) in lieu of the one-week training course referenced in Section 2(h) of the MOU on USA Staffing (March 30, 2010). The tailored

course will be offered at various times in different cities across the country. The training will be available on duty time and at the Department's expense. A copy of the training agenda is attached to this Settlement Agreement. Notice of upcoming dates and locations will be provided to AFGE on a regular basis.

4. In addition to the information set out in Section 2(g) of the MOU on USA Staffing (March 30, 2010), the Department will provide on a quarterly basis an accounting of system enhancements requested during the quarter by the Department from OPM, the OPM response to the Department's requests, and a summary or link to OPM enhancements to USA Staffing. A copy of the Department's quarterly update for October–December, 2011 is attached to this Settlement Agreement.
5. Within sixty calendar days of the effective date of this Settlement Agreement, the Department will provide the information set out in Section 2(g) of the MOU on USA Staffing (March 30, 2010) for the period beginning March 30, 2010 and ending September 30, 2011.

III. Stipulations:

1. The parties have entered into this Settlement Agreement freely and voluntarily.
2. This Settlement Agreement does not constitute an admission of guilt, fault, or wrongdoing by either party.
3. The obligations of the parties specified above constitute consideration sufficient to render this Settlement Agreement enforceable by either party.
4. This Settlement Agreement shall not serve as precedent for resolving any other complaints, grievances, appeals, or actions that may be filed.
5. This Settlement Agreement constitutes the entire understanding between the parties regarding the resolution and settlement of the National Grievance, and there are no other terms or commitments, verbal or written, regarding the settlement of the National Grievance.
6. The Union or the Department may submit this Settlement Agreement and Waiver as evidence of the termination of the National Grievances or as evidence of waiver of any and all actions, claims, complaints, grievances, appeals, or proceedings of whatever nature arising from the allegations contained in the National Grievance.
7. Either party may bring a claim in the form of a grievance arising by reason of breach of any term of this Settlement Agreement.