



Out of Many/**One Union**  
AFGE NMAC/AFL-CIO

# NATIONAL VETERANS AFFAIRS COUNCIL

American Federation of Government Employees  
AFFILIATED WITH THE AFL-CIO

## NATIONAL GRIEVANCE

May 25, 2004

Mr. Ronald E. Cowles  
Associate Deputy for Labor Management Relations  
Department of Veterans Affairs (VA)  
810 Vermont Avenue, N.W.  
Washington, D.C. 20420

**Subject:** Tentative Proposals

1. This is a National Grievance filed under the provisions of the Master Agreement between VA and AFGE (MCBA), Article 42, Section 11.
2. During negotiations on the renegotiation of the MCBA in West Palm Beach on or about April 29, 2003, the chief negotiator for VA, Ms Maureen Humphrys, stated that VA would only provide AFGE in the future with proposals that were positions that VA did not intend to sign, describing them as "tentative proposals."
3. Specifically, when VA provided AFGE the fourth VA proposals on Article 25, it included double asterisks at Section 2 – Local Negotiations and double asterisks at the end of that section in which the following words appeared: "Tentative pending receipt and discussion of the balance of the Union's initial proposals."
4. In the ensuing discussion, VA clarified these entries in their proposal by saying that they had no future intention of providing AFGE with proposals that could be initialed as matters to which both sides had agreed; rather, VA would not provide more than tentative proposals which VA would not sign even if AFGE agreed to the language offered.
5. The ground rules regarding these negotiations were signed on or about July 17, 2003. There is no reference in them to any specific type of proposal; it is required that proposals be written and that they be initialed when consensus has been achieved. Therefore, the notion of "tentative proposals" as advanced by VA is a violation of the terms of the ground rules signed by the parties.



6. Additionally, the notion of "tentative proposals" is an unwarranted departure from any and all past practice between VA and AFGE. Historically, AFGE has advanced proposals in negotiations based on the idea that those proposals were what AFGE hoped to achieve agreement to, and AFGE has always been prepared to abide by the terms offered. VA has now sought to enter a new era of negotiations, whereby proposals could be advanced but they would not be sincere in their desire to reach an agreement and, more importantly, they could make a mockery of negotiations.
7. AFGE notes that during the discussion of VA offering a "tentative proposal," VA offered an explanation that this course was adopted in retaliation for AFGE not yet providing VA with a "complete set" of the proposals AFGE intended to present during these negotiations. This is a matter that VA has sought to resolve by filing an unfair labor practice before the Federal Labor Relations Authority. This issue as it relates to the grievance now presented is that the retaliatory position advanced by VA should be renounced and inimical to the any explicit or implicit provision of the ground rules governing these negotiations.
8. AFGE seeks the remedy of VA being compelled to only offer proposals that they are prepared to sign if agreement is reached on them. AFGE seeks the further remedy of VA making an open written declaration that VA will not retaliate against AFGE for the use of negotiated means of resolving disputes.

Sincerely,



William Wetmore  
Chair, Grievance and Arbitration Committee  
National Veterans Affairs Council, #53  
American Federation of Government Employees, AFL-CIO

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