

National Grievance

Date: September 25, 2009

To: Scott Holliday, Acting Deputy Assistant Secretary for Labor Management relations, Department of veterans Affairs (VA)

Re: Failure to Comply with the Letter and Spirit of the National Training and Education Charter between VA and the American federation of Government Employees (AFGE)

WP, for Bill Wetmore
From: Bill Wetmore, Chair, National Veterans Affairs Council (NVAC), AFGE

1. This national grievance is filed under the provisions of Article 42 of the Master Agreement between VA and AFGE (MCBA).
2. The Charter of the AFGE NVAC – VA National Training and Education Committee was signed on June 26, 2008. The committee objectives include providing “subject matter experts for developing curricula and serving as faculty as needed” and developing “a communication and marketing plan for national joint training.” (See Objectives 5 and 6) The objective also include facilitating and encouraging “participation of all parties in labor relations training.” (See Objectives 8)
3. The guiding principles include establishing “mutual trust,” sharing “responsibilities” and ensuring a “One-VA approach.”
4. The Structuring and Decision-making Process includes the requirement of “face-to-face” meetings may be scheduled by mutual agreement; however, the discussion preceding the signing of this document included the agreement that additional meetings would be scheduled if a need were shown.
5. The committee has discussed at some length the need for an additional meeting this year. The committee has also discussed the generalized failure of the management members of the committee to comply with the letter and spirit of the Charter. The specifics of that discussion include the fact that an additional meeting is warranted due to an extensive agenda that has multiple items that need to be resolved as soon as possible. Further, the failure of management to supply instructors, to train those instructors, to honor the need for scheduling training, to pay for labor instructors’ travel and per diem, to provide a support person, to provide minutes, and other shortfalls in compliance are matters that have been discussed in detail.

WASHINGTON
THE SECRETARY OF VETERANS AFFAIRS

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[Signature]

6. This brings us to a related point regarding this grievance. It seems that the current participants on this committee for management are not all as committed to the letter and spirit of the Charter as we believe we have a right to expect. We have discussed how long the training ought to take and for no discernible reason, while management has endorsed those lengths of time for training, management has taken the position that the facility should actually determine how long it actually should take. While the facility has a right to determine the amount of time that finally gets invested in training, the thought on our part is that the management members of the committee ought to be championing with some directness and forcefulness the lengths of time for training that have been agreed to in the committee. To date, the length of time devoted to the training at the facility has been in every instance too short to convey the breadth of the material. While we do not expect every facility to allow, for example, three days to train on the MCBA, it seems striking that not one facility has seen fit to allow that much time.
7. In light of the foregoing, we request the following remedies: payment for one additional instructor from labor until all 8 instructors who were trained at the train the trainer event earlier this year have been exposed to training on the MCBA by an experienced instructor in a field setting; reimbursement of transportation and per diem expenses for Jim Dunphy for a trip to Jackson, Mississippi in September 2009; a commitment from VA to provide a management instructor to accompany a labor instructor for at least 12 trainings a year; a management support person as provided in the Charter; minutes of the meetings held to date and in the future; training for management instructors similar to that afforded the labor instructors; a review of present management participants with consideration of reassignment and replacement of members to align with a collaborative and cooperative labor-management working environment; and other remedies that may become apparent during the development of this grievance.