



American Federation of Government Employees, AFL-CIO

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To: Meghan Serwin-Flanz, Associate Deputy for Labor Relations

From: Jacqueline Sims, Assistant General Counsel

Number of pages: 5

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Message: National Grievance

To Do For All That Which None Can Do For Oneself



February 19, 2008

By Facsimile and Regular Mail

Meghan Serwin Flanz
Associate Deputy Assistant Secretary
for Labor-Management Relations
Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20420

Re: **National Grievance**

This is a National Grievance filed by the American Federation of Government Employees (AFGE) in accordance with Article 42, Section 11 of the Master Agreement between the Department of Veterans Affairs (VA) and AFGE signed March 21, 1997 (hereinafter, "Master Agreement"). This National Grievance is filed against VA and any and all other associated VA officials regarding violations of the parties signed July 17, 2003 Ground Rules, and any and all other relevant governing laws and regulations and Master Agreement provisions.

In this regard, AFGE-National VA Council (hereinafter, AFGE or AFGE-NVAC) notes that it has recently come to its attention that VA through Nevin Weaver, Chief Officer VHA (Veterans Health Administration Workforce Management and Consulting Office issued a memorandum, dated November 9, 2007 to the Assistant Secretary for Human Resources and Administration regarding "VHA Labor Relations Travel". AFGE notes that this memorandum was not sent our copied to AFGE at that time or thereafter, and was only obtained after a request by AFGE-NVAC President, Alma L. Lee to Meghan Serwin Flanz, VA Associate Deputy Assistant Secretary of Labor Management Relations in January 2008. AFGE points out that in that memorandum, Mr. Weaver stated the following:

We have been reviewing the travel expenses for labor relations activities and have noticed that the **AFGE** (American Federation of Government Employees) negotiations and Partnership council meetings have sometimes been held at sites with high costs for travel and per diem. (Emphasis added). **We realize that the VHA management officials on these groups have agreed to these sites,** however, they did so without the approval of this office. (Emphasis added)

VHA does not feel that these high cost can be justified if we have an IG (Inspector General) review of our travel expenses. We feel that it is not cost effective or in the best interest of the government to spend this amount of money for travel for labor for labor relations locations. (Emphasis added). VHA is providing training to senior managers on Ethical Leadership to ensure that all senior leaders are judicious in their decision making when dealing with relationships, contracts, travel and misuse of their positions. Having union

meetings and negotiations in high cost locations is counter to what we are telling the field. We need to set the example beginning at the top. After reviewing the costs for various locations, VHA would like to limit travel to locations where the total cost of lodging and MI&E (meals, incidentals and expenses) is no more than \$180.00 per day. Staying within these guidelines will be more cost effective and in the best interest of the government.

AFGE contends that Mr. Weaver and other VA officials' post hoc rationalization should not be allowed to be used to circumvent VA's past commitments and agreements because of VA management official's alleged failure to get approval for expenses, including MI&E for the VA and AFGE agreed to sites for the parties' current and future contract negotiations and Partnership council meetings. VA's concern about a possible IG review is merely speculative and should not be used as an excuse or justification for circumventing the parties signed July 17, 2003 Ground Rules and past practices for Partnership Council meetings.

In this regard, AFGE initially notes pertinent and relevant sections of the July 17, 2003 Ground Rules signed by VA and AFGE for its current Master Agreement renegotiations:

MEMORANDUM OF UNDERSTANDING GROUND RULES

I. Preamble

- A. This subject Memorandum of Understanding (MOU) is entered into by and between the Department of Veterans Affairs (hereinafter referred to as the Department or Agency) and the American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council (hereinafter referred to as AFGE or Union).
- B. This MOU shall govern the procedures for negotiating a Master Agreement between the Department and the Union for all Title 5, and Title 38 employees included in the consolidated VA-AFGE bargaining units as certified by the Federal Labor Relations Authority (FLRA). The parties may amend in writing any provisions of these Ground Rules or any initialed Article, by mutual consent.

VI. Session Schedules

- C. The Department agrees to pay the travel and per diem for 11 members of the Master Negotiating Committee. The Department agrees to pay travel and per diem for sub-groups pursuant to the Federal Travel Regulations and in accordance with this agreement.
- D. Sessions will be held at or near VA facilities. The locations will be determined by the Chief Negotiators. These determinations will be based on considerations such as availability of resources, convenience, cost, negotiation efficiency, and other compelling reasons.

With regard to the current contract renegotiations, AFGE contends that VA has now unilaterally implemented a procedure that fails to comply with the parties signed July 17, 2003 Ground Rules. AFGE points out that the parties agreed jointly on, July 17, 2003, that the **Chief Negotiators** for the Master Agreement negotiations would determine the locations for the negotiating sessions. (Emphasis added). Now per the November 9, 2007 unilateral memorandum from Mr. Weaver, the parties agreed to and future negotiations and Partnership council meetings will be severely impaired due to the \$180.00 limit on lodging and MI&E.

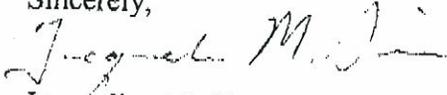
In this regard, AFGE notes that it has members of its contract negotiating team, the Partnership Council and other AFGE officials who travel from various sections of the country to attend labor relation activities, including contract negotiations and Partnership Council meetings held in various locations across the country, including Washington, DC where VHA would like to limit travel to locations where the total cost of lodging and MI&E (meals, incidentals and expenses) is no more than \$180.00 per day. Staying within these guidelines will be more cost effective and in the best interest of the government.

Further, AFGE notes that while Mr. Weaver and VA are attempting to limit labor relation activities for it to travel to locations where the total cost of lodging and MI&E is no more than \$180.00 per day because it would allegedly be more cost effective and in the best interest of the government, it has not stated that it would be placing the same impositions on its VA officials in its activities to serve the best interest of the government. Moreover, as AFGE has contended Mr. Weaver's proposal is in direct violation of the parties signed and agreed to July 17, 2003 National Ground Rules for the renegotiation of the Master Agreement and should not under any circumstances be upheld.

In light of the above, it is AFGE's position that VA management officials should: immediately cease and desist from violating or attempting to violate the July 17, 2003 National Ground Rules for the renegotiation of the Master Agreement, including but not limited to section VI Session Schedules, Partnership Council travel past practice and Union meetings travel past and continue to abide by all these related agreements and past practices regarding travel and the cost of lodging and MI&E.

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 202-639-6525.

Sincerely,



Jacqueline M. Sims
Assistant General Counsel, AFGE-NVAC

cc: Alma L. Lee, President, AFGE-NVAC