



ASSOCIATION OF DEPUTY FOR LABOR-MANAGEMENT RELATIONS  
WASHINGTON DC 20420

April 22, 2004

**Alma L. Leo**  
Chief Negotiator/President, NVAC  
VA Medical Center, Bldg. 12-2, Suite 007  
1970 Blvd. & Roanoke  
Salem, VA 24153

Dear Ms. Leo:

I am in receipt of your grievance, dated April 2, 2004, concerning management's refusal to initial-off on Article 30 -- Staff Lounges.

Your letter interprets the parties Ground Rules as requiring both parties to initial-off on Articles immediately upon reaching consensus, regardless of the status of other articles or the status of the parties' respective performance of their other obligations under the Ground Rules. We must respectfully disagree with your interpretation, both because the actual language of the Ground Rules does not specify a time for initialing off and, more importantly, because AFGE's failure to perform its own obligations under the Ground Rules prevented the parties from reaching complete agreement on all of Article 30's terms.

Let me explain each of these points in turn.

VA's Chief Negotiator was understandably reluctant to initial off on an Article the terms of which directly refer to another article that has not only not yet been negotiated, but for which VA has not yet received any proposal whatsoever from AFGE. As you know, Article 30 reserved many issues pertaining to staff lounges to local bargaining. Because AFGE has not yet submitted a proposal on local bargaining, it is really not possible for VA to know at this time how local bargaining will be conducted nor even if local bargaining will be permitted at all. In fact, at least one member of the AFGE team has opined at the bargaining table that all bargaining should be conducted at the level of consolidation, meaning the national level. As a result of these statements and the lack of any proposal from AFGE on the issue of local bargaining, the Chief Negotiator felt that a tentative agreement had been reached on Article 30 but that it should be set-aside until further bargaining had been completed.

Influencing this decision, of course, was AFGE's continuing failure to provide the initial proposals that AFGE was required to submit within 120 days of the signing of the Ground Rules, i.e. by November 14, 2003. While AFGE did provide some proposals on November 14, 2003, its submission addressed only about one third of the articles in the 1997 agreement, leaving unaddressed two-thirds of the issues addressed in VA's initial

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**Alma Lee**

proposals. Despite repeated requests from VA, both in writing and during the negotiations, AFGE has failed to provide the balance of its initial proposals. While you stated during our session in Phoenix that the union intends to submit proposals on all of the issues addressed in the 1997 contract, you did not state when those proposals would be forthcoming, and nothing further has been received to date. VA has repeatedly, in writing and during the negotiations, pointed out how this failing on AFGE's part impedes negotiations. The situation that gave rise to the grievance is but one example of that effect.

The lack of the remaining initial proposals from AFGE impedes VA's ability to make a determination as to the sufficiency of terms proposed in a specific Article and to engage in the give and take that are inherent in effective contract negotiations. In addition, AFGE's failure to timely provide a complete set of initial proposals constitutes a breach of the Ground Rules wherein VA provided ample time and financial resources for AFGE to prepare its proposals and agreed to commence, and to fund, the face-to-face negotiations contingent upon AFGE's timely submission of its proposals.

We would ask you to withdraw this grievance so that the parties can focus on the pending negotiations and find more constructive ways to resolve differences. I would also ask that you call me to schedule a time convenient to you and VA's Chief Negotiator to discuss ways in which we might improve the current process to produce better outcomes that serve everyone's interests.

Sincerely yours,

  
for Ronald E. Cowles