



DEPARTMENT OF VETERANS AFFAIRS  
OFFICE LABOR-MANAGEMENT RELATIONS  
WASHINGTON DC 20420

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November 6, 2009

Bill Wetmore  
Third Executive Vice President  
National Veterans Affairs Council (NVAC)  
American Federation of Government Employees (AFGE)  
Board of Veterans Appeals  
VA Central Office  
810 Vermont Avenue, NW  
Washington, DC 20420

Dear Mr. Wetmore:

This is in response to your National Grievance, dated September 25, 2009. In the grievance, the American Federation of Government Employees (AFGE and Union) alleges that the management members of the National Training and Education Committee (NTEC) have failed to comply with the letter and spirit of the AFGE National VA Council-Department of Veterans Affairs National Training and Education Committee Charter (Charter).

The first allegation is that AFGE believes "that an additional meeting is warranted in calendar year 2009 due to an extensive agenda that has multiple items that need to be resolved as soon as possible." The Charter provides under Structuring and Decision-making Process, paragraph 3, that "The NTEC will meet face-to-face three times in ... calendar year 2009. Additional face-to-face meetings/conference calls *may* be scheduled by *mutual* agreement." (emphasis added.) The management NTEC members stated on numerous occasions that they do not believe that there is a need for an additional face-to-face meeting in 2009 because conference calls can be scheduled to adequately address the agenda items. In addition, management has made it clear that it does not have the funds to pay the travel costs for an additional meeting. As a compromise, management agreed to meet four times in 2010, with the first meeting in January 2010. The Charter is not violated where management exercises its right therein (i.e., additional meetings "may be scheduled by mutual agreement") not to agree.

AFGE next alleges that management failed to supply and train instructors and honor the need for scheduling training. As of this date, the committee has received approximately 20 requests for joint training. Management has identified trainers for all but four of these requests and is in the process of selecting the remaining trainers. Although there is no requirement in the Charter to train instructors, management has assured that its instructors are fully knowledgeable

about the Master Agreement and training techniques. The Union cannot grieve the qualifications of management officials. In addition, there is no evidence that management has failed to schedule training, where a need has been identified. Training dates are set as soon as the schedules of the host facility, management, and AFGE instructors can be coordinated. Therefore, there is no need, as requested by the union, for management to make a commitment to provide an instructor to accompany a labor instructor for at least 12 trainings a year.

It appears that the allegation of failure to pay for labor instructors' travel and per diem refers to the Union's requested remedies to reimburse Jim Dunphy for expenses for a trip to Jackson, Mississippi in September 2009, and payment for eight newly trained labor instructors to observe one training class. We are not aware of, and your grievance does not explain, the circumstances surrounding your request to reimburse Mr. Dunphy for expenses he incurred on a trip to Jackson, Mississippi. Therefore we cannot address that allegation. As a remedy, the Union requests the VA pay for the eight newly trained labor instructors to observe a class. At the request of AFGE, management agreed to pay travel expenses for a number of union representatives to attend a one-week train-the-trainer class in Washington, DC. The purpose of the class was to teach the participants how to present joint master agreement training. There is no requirement in the Charter for management to conduct the train-the-trainer class or to pay for union representatives to attend such a class. In fact, each party is responsible for ensuring that its representatives are qualified to present master agreement training. Additionally, the Charter does not require new instructors to observe training sessions as part of their learning experience. Travel and per diem for one management and one union instructor are the responsibility of the facility that requests the training. Therefore, it is unreasonable for the union to expect management to pay for an additional union person to attend the class as an observer.

The Union further alleges a failure to provide a support person and to provide minutes during the face to face NTEC meetings. The Charter provides in paragraph 1 of Structuring and Decision-making Process that the NTEC membership will consist of six AFGE and six management members. It further states that "AFGE and VA management *may* each include 1 support person . . . ." (emphasis added) The Charter is very clear that the use of a support person by either party is strictly optional. In addition, paragraph 8 of the section also provides that "[m]inutes will be recorded at each meeting and distributed to each member for review and comment." The Charter only contemplates the distribution of a single set of minutes. To date, the Union has elected to have a support person take minutes at the meetings and that support person has on occasion distributed minutes to the NTEC members. Management, on the other hand, has elected to have one or more of its members take minutes at the

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meetings and the union has never requested a second set of minutes from management. Nonetheless, we are willing to discuss a procedure for taking and distributing minutes among NTEC members for future meetings.

In addition, AFGE alleges a violation of the letter and spirit of the Charter because "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." The Charter does not prescribe the length of joint Master Agreement training. The committee members agreed that the minimum amount of time to adequately cover the Master Agreement is one and a half days, and that a number of classes could have benefited from more time. Therefore, the committee agreed to recommend that facilities requesting training plan for one and a half to two days. The management members, however, made it very clear that, while they would recommend and encourage facilities to allow this amount of time for the training, the final decision was to be left to the facility. The facilities are the customers and they are paying for the training. The committee has no line authority and no right to dictate the length of the sessions. In fact, the Purpose section of the Charter provides that the committee "will make recommendations to the appropriate VA Administration(s) . . . ." and the committee's "focus will include recommending priorities and curricula for joint labor relations training along with other educational training."

Finally, the Union requests as a remedy "a review of present management participants with consideration of reassignment and replacement of members to align with collaborative and cooperative labor-management working environment." The decision of who participates as a management and union representative in the NTEC is up to each party. The management NTEC members were carefully selected and will continue performing their duties in accordance with the mutually agreed to Charter. Management does not have a right to tell the Union who they should select as Union members to the NTEC nor does the Union have the right to select Management members.

Based on the above, your grievance is denied.

Sincerely yours,



Scott Holliday  
Acting Deputy Assistant Secretary  
for Labor-Management Relations