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American Federation of  
Government Employees

Memorandum

Grievance on behalf of National Veterans Affairs Council

Dated: December 1, 2010

To: Leslie Wiggins, Deputy Assistant Secretary for Labor-Management Relations,  
Department of Veterans Affairs (VA)

Re: Transfer of Fourteenth District Representative Official time under Article 45 of  
the Master Agreement between VA and the American Federation of Government  
Employees

From: Bill Wetmore, Chair, Grievance and Arbitration Committee, National Veterans  
Affairs Council (NVAC), American Federation of Government Employees  
(AFGE), AFL-CIO *Bill Wetmore*

Statement of Grievance: This is a Grievance filed under the provisions of Article 42,  
Section 11 of the Master Collective Bargaining Agreement (MCBA) between  
AFGE and VA, effective March 21, 1997. This Grievance pertains to the right of  
a District Representative to transfer time and duties to a local union steward. On  
Friday, October 22, 2010, [redacted] notified [redacted], Vice Chairman of  
the Board of Veterans Appeals (BVA), and [redacted] Management  
Representative, that he was currently the 14<sup>th</sup> District representative. He noted  
that the position is entitled to 50 percent official time under Article 45 and  
indicated that the time would begin accruing effective Monday, October 25, 2010.  
On Monday, November 1, 2010, [redacted] informed [redacted] and  
[redacted], that he had nominated [redacted], Steward, American Federation of  
Government Employees (AFGE), Local 17, AFL-CIO, to receive the 50 percent  
official time of the 14<sup>th</sup> District representative on his behalf. On Wednesday,  
November 3, 2010, [redacted] denied approval for the transfer of official  
time.

NVAC further notes that the leave year is ending. VA's actions in denying the  
transfer of official time will consequently have the effect of potentially denying  
the legitimate use of that official time which began accruing as of October 25,  
2010. That time would total 220 through the end of the leave year, which would

not be available under the provisions of the MCBA at Article 45, Section 3 which provides that the time "will not be carried over to the next leave year." However, in the interests of not allowing this denial to not profit the VA improperly, the NVAC believes that any time not used in the leave year should be credited to the 14<sup>th</sup> District Representative beginning at the start of the next leave year.

Statement of Violation: NVAC asserts the right to amend this Grievance if violations of any other applicable sections of the contract, laws, or regulations are discovered. NVAC finds that VA has denied the transfer of official time from [redacted], 14<sup>th</sup> District representative, to [redacted], Steward, American Federation of Government Employees (AFGE), Local 17, AFL-CIO, in violation of Article 45, Section 2 of the Master Agreement. Additionally, NVAC asserts that such a denial violates protected past practices between VA and NVAC. In this regard, NVAC has a history of transferring official time accrued by the 14<sup>th</sup> District representative to one or more local union stewards. NVAC asserts the right to add to this grievance any additional issues it may discover, relating to this matter.

Statement of Remedy: NVAC requests that the transfer of 50 percent official time, from [redacted] 14<sup>th</sup> District representative, to [redacted] Steward, American Federation of Government Employees (AFGE), Local 17, AFL-CIO, be granted. Further, NVAC requests that any and all time not used by the end of the leave year be credited to the 14<sup>th</sup> District Representative at the start of the next leave year.