

NATIONAL GRIEVANCE
NG-07/30/2012

Date: July 30, 2012

To: Leslie Wiggins
Deputy Assistant Secretary,
Labor – Management Relations
Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20420

From: Ibidun Roberts, Attorney, National Veterans Affairs Council (#53) (NVAC), American Federation of Government Employees (AFGE), AFL-CIO

Subject: National Grievance in the matter of the Department of Veterans Affairs (VA) failure to comply with the Expansion of Fiduciary Hubs Memorandum of Understanding (“MOU”) concerning dues withholding and bargaining obligations relating to proposed changes to personnel policies, practices, and other conditions of employment.

STATEMENT OF CHARGES

Pursuant to the provisions of Article 43, Section 11 of the Master Agreement Between the Department of Veterans Affairs and the American Federation of Government Employees (2011) (MCBA), American Federation of Government Employees/National Veterans Affairs Council (Union) is filing this national grievance against you and all other associated Department of Veterans Affairs (“VA”) officials and/or individuals acting as agents on behalf of the VA for violations as it relates to its failure to comply with the Expansion of Fiduciary Hubs MOU concerning dues withholding and bargaining obligations relating to proposed changes to personnel policies, practices, and other conditions of employment.

Specifically, during March 2012 and continuously thereafter, the VA, by and through its representatives and/or agents, has:

- (1) Reassigned duties from positions at Consolidated Fiduciary Hubs to positions at their outside Regional Office units without fulfilling contractual obligations to bargain with the Union.
- (2) Removed member-employees, whose positions were reassigned due to the expansion of fiduciary hubs but physically remained in the Union jurisdiction of its previous location, from dues withholding.

In doing so, the VA has violated the following provisions:

- (1) Sections 1 and 8 of the MOU;
- (2) Article 47 of the MCBA;

- (3) Section 4 of Article 49 of the MCBA;
- (4) Article 45 of the MCBA;
- (5) 5 U.S.C. §7115;
- (6) 5 U.S.C. §7116(b)(1); and
- (7) Any and all other relevant articles, laws, regulations, customs and past practices not herein specified.

STATEMENT OF THE CASE:

I. Background

On March 1, 2012, the VA and the Union executed an MOU regarding the expansion of fiduciary hubs to the Eastern, Central, and Southern Areas. Upon conversion, some Hub stations added positions by moving them from their original station and assigning them to the Hub, although the employees physically remained in their original location. For example, the Columbia Hub located at VARO Columbia SC added FTEE positions to the station by moving them from the Atlanta, GA and St. Petersburg, FL ROs. The Columbia Hub handled phone unit duty. At some point in June 2012, phone unit duty was transferred from the Columbia station to LIEs in the Atlanta RO. Later, phone unit duties were also transferred to the LIEs in the St. Petersburg RO. Paragraph 8 of the MOU requires that the VA bargain over proposed changes relating to personnel policies, practices and other conditions of employment at the Fiduciary Hub level. The Union did not receive any notice to bargain prior to the implementation of this change.

Additionally, paragraph 1 of the MOU requires that remotely managed bargaining unit employees of fiduciary hubs remain in the Union jurisdiction where they are physically located or where they were located before the expansion began. However, upon conversion of their position to the Hub, member-employees were removed from their Local dues withholding. These members authorized dues withholding, physically remain within the jurisdiction of their original bargaining unit, and they did not submit any revocation of the withholding under the MCBA. For example, as of the March 20, 2012 payday, six FTEEs in the Montgomery RO were removed from dues withholding. These positions were reassigned to the Louisville Hub, but the employees continue to work remotely in Montgomery. These employees did not revoke their dues withholding, but they have been removed.

II. Violation

The VAs changing of duties relating to the conversion of Fiduciary Hubs is an unlawful unilateral implementation of a change in employment conditions. It is also unlawful for the VA to remove member-employees from dues withholding without their revocation.

III. Remedy Requested

The Union asks that to remedy the above situation, the VA agrees to the following:

- (1) To agree to cease and desist implementation of changes in employment conditions relating to the conversion of Fiduciary Hubs, including, but not limited to, the change in phone duties at the Atlanta, GA and St. Petersburg, FL ROs;
- (2) To agree to immediately begin bargaining procedures with the relevant parties regarding proposed changes, including, but not limited to, the Atlanta and St. Petersburg ROs;
- (3) To agree to reinstate the dues withholding from all improperly removed member-employees;
- (4) To agree to pay the retroactive dues to the date member-employees were improperly removed; and
- (5) To agree to any and all other remedies appropriate in this matter.

IV. Time Frame and Contact

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) 480-0064.

Ibidun Roberts
Attorney
AFGE/NVAC

Cc: Alma L. Lee, President, AFGE/NVAC
William Wetmore, Chairperson, Grievance and Arbitration Committee, AFGE/NVAC