

NATIONAL GRIEVANCE

NG-01/31/2011

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Date: January 31, 2011

To: Leslie Wiggins
Deputy Assistant Secretary,
Labor – Management Relations
Department of Veterans Affairs
1575 I Street, NW, Suite 250
Washington, D.C. 20420

From: Ami Pendergrass, 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 provide proper notice and an opportunity to bargain over the 2011 Voice of the VA (“VOVA”) survey.

STATEMENT OF CHARGES

Pursuant to the provisions of Article 42, Section 11 of the Master Agreement Between the Department of Veterans Affairs and the American Federation of Government Employees (1997) (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 provide proper notice and an opportunity to bargain concerning the 2011 VOVA survey released on January 19, 2011.

Specifically, on or about January 19, 2011, the VA, by and through its representatives and/or agents, has:

- (1) Failed to provide proper notice and an opportunity to bargain to the Union concerning the implementation of the 2011 VOVA survey;
- (2) Improperly provided notice to the National Partnership Council of the implementation of the 2011 VOVA survey as evidence of notice to the Union; and
- (3) Unilaterally implemented the 2011 VOVA survey without providing the Union notice and opportunity to bargain.

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

- (1) Article 44, specifically Art. 44 §(2)(A) of the MCBA;
- (2) Article 46, specifically Art. 46 §§(4) and (8);

- (3) 5 U.S.C. § 7116 (a)(1) and (5) ;
- (4) All relevant past practices and procedures between the Union and the VA that apply to service of notice concerning changes in working conditions; and
- (5) Any and all other relevant articles, laws, regulations, customs and past practices not herein specified.

STATEMENT OF THE CASE:

I. Background

On January 19, 2011, the VA, through email notification to its local hospitals, announced the release of the 2011 VOVA survey to employees. VA representative Christopher Orszak advised that the VOVA survey was provided to the National Partnership Council ("Partnership Council") in December 2010 for review and that no additional input was provided by the Partnership Council. Therefore, the VA was releasing the VOVA survey to the field.

Oscar L. Williams Jr, 2nd Executive Vice President, NVAC notified Mr. Orszak by email on January 19, 2010, that the Union was not officially notified of the 2011 VOVA survey and that notification to the Partnership Council was not sufficient notice regarding a change in working condition. Mr. Williams stated that he is the official designee for all notices concerning changes in working conditions, which would include the implementation of the 2011 VOVA survey, and that NVAC did not receive proper notification. Therefore, the exclusive representative (NVAC) was not given proper notice and an opportunity to bargain or approve the 2011 VOVA survey.

The parties have a long standing past practice that requires that a written copy, sent by regular US Mail to the Union president and the Union's designee for bargaining, serves as official notice of a change in working condition. The parties have reaffirmed this agreement multiple times including in 1997 during contract negotiations, where the parties agreed that faxes, emails, VISTA or Outlook were not appropriate for official notification to the other party.

II. Violation

The VA failed to provide proper notice and an opportunity to bargain concerning the 2011 VOVA survey when it failed to follow past practices and procedures in serving the notice to Oscar Williams by regular US Mail. Past practice, agreed to and adhered by both parties, has required that only notice served to the Union's official designee by US Mail is sufficient notice regarding a change in working conditions. Service to the Partnership Council and service by email notification are not acceptable forms of notification.

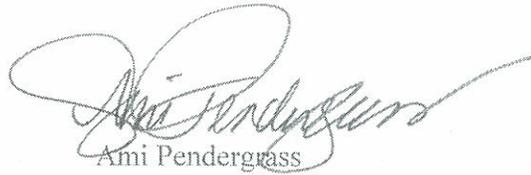
III. Remedy Requested

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

- (1) To agree to rescind the 2011 VOVA survey to allow for proper notice and an opportunity to bargain with the Union;
- (2) To agree to abide by the notification and bargaining obligations as set forth in Articles 44 and 46 of the MCBA and to instruct all VA representatives and agents to comply.

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) 306-3664.



Ami Pendergrass
Attorney
AFGE/NVAC

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