



DEPARTMENT OF VETERANS AFFAIRS  
DEPUTY ASSISTANT SECRETARY FOR  
HUMAN RESOURCES MANAGEMENT AND LABOR RELATIONS  
WASHINGTON DC 20420

MAR 04 2008

Jacqueline Sims, Esq.  
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American Federation of Government Employees, AFL-CIO  
80 F Street, N.W.  
Washington, DC 20001

Re: National Grievance re November 9, 2007, Memo re "VHA Labor Relations Travel"

Dear Ms. Sims:

I am writing in response to your National Grievance dated, February 19, 2008, regarding Nevin Weaver's November 9, 2007, memorandum on VHA Labor Relations Travel.

At the outset, I must point out that the National Grievance misstates the text of Mr. Weaver's memorandum. The second sentence in paragraph 2 of the memorandum reads, "We feel that it is not cost effective or in the best interest of the government to spend this amount of money for travel for labor relations activities when there are many VA facilities located in more reasonable cost locations," not "We feel that it is not cost effective or in the best interest of the government to spend this amount of money for travel for labor for labor relations locations" as you have quoted it in the National Grievance.

As that sentence makes clear, the memorandum applies to "portable" activities that are held at VA facilities but that do not, by their nature, need to be held at any one particular facility. The labor relations activities identified in the memo – AFGE master contract negotiations and National Partnership Council meetings – meet the "portability" criteria, as do a number of other Departmental activities such as national conferences and meetings that are held at different sites from year to year. By contrast, other labor relations and Departmental activities are non-"portable", either because they require the presence of a large number of VA Central Office personnel (e.g. AFGE-NVAC's Semi-Annual Labor-Management Relations meeting or the annual Robert W. Carey Performance Excellence Award Ceremony) and must therefore be held in the Washington, D.C. area, or because they relate to a particular facility or Veterans Integrated Service Network (VISN) and must therefore be held at that facility or VISN office. As Mr. Weaver's memorandum indicates, government ethics rules require senior VHA managers to be "judicious in their decision-making" when committing Department resources (see generally 5 CFR §§ 2635.101, 2635.704); the memorandum simply clarifies that the Chief Management Negotiator is subject to the same ethical standards as to other senior managers who may be called upon to select sites for "portable" activities.

The National Grievance contends that Mr. Weaver's memorandum is contrary to the July 17, 2003, Ground Rules that govern the AFGE master contract negotiation process. I do not agree. While the Ground Rules do not set a specific maximum limitation on travel costs, they do require (in section VI.D.) that the Chief Negotiators consider cost when selecting negotiation sites. Mr. Weaver's memorandum does not conflict with that provision, but merely provides specific guidance for the Chief Management Negotiator to use in considering costs.

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Moreover, the \$180 limitation for lodging, meals and incidental expenses is inherently reasonable, as it allows the parties to select locations from throughout the country and excludes only the most costly 30% of VA sites. What is more, the \$180 limitation is an annual average; Mr. Weaver has agreed that the parties may exceed that limit in the winter months, when some cities' government lodging rates are higher than they are during the rest of the year, so long as the average daily lodging and M&IE cost for the contract negotiations and National Partnership Council meetings does not exceed \$180 over the course of the year. Imposing a flexible, reasonable limit on the costs VHA incurs for travel related to portable labor-management activities is fiscally responsible and will ensure that VHA is appropriately protective of taxpayer dollars.

With respect to the timeliness of the National Grievance, I note that Ms. Lee learned of Mr. Weaver's memo and the \$180 limitation it set on November 27, 2007, when Max Lewis, the then-Chief Management Negotiator, told Ms. Lee about it at the parties' negotiation session in Philadelphia. Ms. Lee first asked me for a copy of the memo during our January 8-10, 2008, National Partnership Council meeting in San Antonio, and I emailed the memo to Ms. Lee when I returned to my office on January 11, 2008. The grievance was not filed until February 19, 2008, forty-six (46) days after Ms. Lee received the memo from me via email and eighty-four (84) days after Mr. Lewis informed Ms. Lee of the memo's contents. Given these facts, we believe the grievance is untimely under Article 42, Section 11.A. of the VA-AFGE Master Agreement.

Finally, we do not believe that Mr. Weaver's memorandum, which constituted intra-management guidance for use by the Chief Management Negotiator in selecting negotiation sites, is within the scope of the negotiated grievance procedure.

For the reasons stated above, the National Grievance dated, February 19, 2008, is denied.

Sincerely yours,



Meghan Planz  
Deputy Assistant Secretary for  
Labor-Management Relations