



American Federation of
Government Employees

**Grievance on behalf of Attorney Advisors (Veterans) in the Office of Veterans
Law Judges (OVLJ)**

Dated: November 6, 2017

To: David Spickler, Executive in Charge, Board of Veterans' Appeals, Department of
Veterans Affairs.

Re: Grievance against the United States Department of Veterans Affairs for FEPA-Title V
Overtime and other violations

From: Douglas E. Massey, Esq. President, and Calanit Kedem, Esq. Second Vice President,
American Federation of Government Employees (AFGE), Local 17, AFL-CIO.

This Grievance is filed pursuant to the Master Collective Bargaining Agreement (Master
Agreement) between AFGE and VA, effective March 15, 2011, as a Union Grievance, defined in
Article 43, Section 2 A, as:

A grievance means any complaint by an employee(s) or the Union
concerning any matter relating to employment, any complaint by an
employee, the Union, or the Department concerning the interpretation
or application of this Agreement and any supplements or any claimed
violation, misinterpretation or misapplication of law, rule, or regulation
affecting conditions of employment. The Union may file a grievance on its
own behalf, or on behalf of some or all of its covered employees.

This Grievance is filed on behalf of **all** OVLJ Attorneys – Attorney Advisors (Veterans) in the
bargaining unit employed by the Department of Veterans Affairs (“the Agency”) and represented
by AFGE Local 17 (“the Union”), including all such current employees, including all such past
employees who were in the bargaining unit at any time during the six (6) year period prior to the
filing of this Grievance, and also including all such employees who will join the Bargaining Unit

at any time during the pendency of this Grievance up to the final and complete resolution of this Grievance.

In accordance with Article 43, Note 5, this Union Grievance is initiated at Step 3 because the requested relief and corrective action is clearly beyond the authority of a lower level supervisor, and the Union is grieving the actions which include those of management officials other than first line supervisors. The Grievance is hereby presented to the Administration or Staff Office Head, acknowledging that no step 1 or step 2 Grievances were filed with the first line supervisor or Service Director, as the Grievance is required to be filed at Step 3.

The Union alleges that, for all times covered by this Grievance, the Agency violated and continues to violate Title V, specifically the Federal Employee Pay Act (FEPA), OPM Regulations, and the Master Agreement, including, but not limited to Article 21, along with other relevant and applicable laws, rules, regulations and agreements in failing to pay proper compensation for overtime worked to OVLJ Attorneys – Attorney Advisors (Veterans).

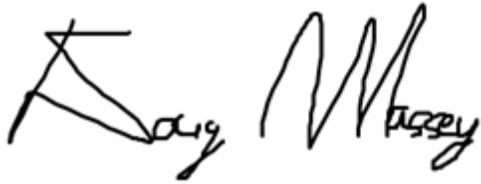
Specifically, these employees have worked and continue to work, at the direction and/or inducement of Agency management, outside of their tour of duty hours without receiving proper compensation from the Agency. This failure to provide proper compensation was and is in violation of law and violation of contract, and is alleged by the Union to have occurred on behalf of all those covered by this Grievance for all timeframes covered by this Grievance.

These violations are ongoing and continuing, and these violations have been and continue to occur, for the entire duration of time covered by this subject Grievance. The Union seeks relief for these past, current and prospective violations on behalf of all those past, current and future employees covered by this matter. As relief, the Union requests the following:

1. **Credit Hours – Involuntary** – The Agency pay backpay damages, on behalf of each affected employee, for a period from six years prior to the filing of this Grievance up to the date of final resolution, for overtime as required by FEPA for hours of work the employee received credit hours but for which the work was not worked voluntarily (for the purpose of earning credit hours) at the employee's request.
2. **Title V Overtime** – The Agency pay each affected employee backpay damages, for a period from six years prior to the filing of this Grievance up to the date of final resolution, for overtime equal to the employee's overtime rate of pay as reflected at www.opm.gov, for time the employee performed work that was ordered and/or induced - but for which the employee was not paid or otherwise appropriately compensated;
3. The Agency pay **interest** on all damages; and
4. The Agency pay reasonable **attorney fees, costs and expenses**.

The Union is willing and available to participate in a Grievance meeting to further discuss this matter and resolution of the same, and requests the Agency promptly provide its availability. Further information can be provided in the Grievance meeting, upon request. The Union will

consider and promptly respond to any written request of the Agency seeking agreement to stay all timeframes associated with this Grievance to allow the Agency time to gather and provide the information requested in the Union's associated § 7114(b) Request for Information and to allow the Parties time to attempt to amicably resolve all or part of this Grievance.

Handwritten signature of Douglas E. Massey in black ink.

Douglas E. Massey
President, AFGE Local 17

Handwritten signature of Calanit Kedem in black ink.

Calanit Kedem
Second Vice President, AFGE Local 17