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**Memorandum of Understanding
VISN 22
Network Business Center
Impact & Implementation**

Introduction:

This Memorandum of Understanding (MOU) represents joint agreement between the parties on the impact and implementation of VISN 22's Network Business Center, as presented in the December 3, 1996 proposal made by the Business Practice Council and as approved by the Network 22 Director for implementation.

Parties to the MOU:

The parties to this MOU are VISN 22 (hereinafter referred to as management); The American Federation of Government Employees (AFGE), The National Federation of Federal Employees (NFFE), and Service Employees International Union (SEIU), (hereinafter referred to as Labor).

The parties agree that:

1. Management will assess the cost-effectiveness of the NBC on an ongoing basis and written results of these assessments will be shared at least annually with Labor to provide them an opportunity to negotiate as appropriate.
2. Management will assess the impact on remaining local facility staff of changes in work processes due to the NBC implementation. Management will share the written results of these assessments with Labor to provide them with an opportunity to request to negotiate as appropriate.
3. Management will assess the grade levels and supervisory ratios of existing facility positions in affected functions, and in comparison to NBC positions. Management will provide Labor with advance notification of these assessments and an opportunity for pre-decisional involvement prior to Agency implementation.
4. NBC positions will be filled in the following manner:

Phase I: The NBC positions (approximately 94 in number) will be announced by VAMC Long Beach for voluntary applicants for reassignment. In Phase One applicants will have priority selection rights to these positions. The area of consideration in Phase I will be limited to employees now holding positions in affected functions within VISN 22 which are subject to displacement by the NBC.

Page 2.

If more than one employee makes application for a specific position merit staffing procedures as outlined in the current AFGE Master Agreement will apply.

b. Phase II: For positions remaining vacant after Phase I, applications will be accepted in Phase II for reassignment, promotion or changes to lower grade. The area of consideration in Phase II will be limited to employees holding positions in affected functions within VISN 22 which are subject to displacement by the NBC. As required, a rating and ranking panel consisting of representatives from affected VISN 22 sites and Labor will be constituted in accordance with the current AFGE Master Agreement, to fairly assess the candidates. Vacancy announcements not requiring a rating and ranking panel will be processed in accordance with the AFGE Master Agreement. Where candidates are referred for any vacancy in Phase II, management will select for each vacant position.

c. Phase III: Any positions unfilled through Phase I or Phase II will be filled through Realignment of Function; in which staff still holding positions in affected functions will be offered directed reassignments to NBC unfilled positions. Affected staff who are offered a directed reassignment may be subject to separation for failing to accept the NBC position.

d. Phase IV. Any positions unfilled through Phases I through III will be advertised to VISN 22 staff prior to seeking candidates from outside VISN 22.

e. Unplaced facility staff in affected positions will be subject to local facility action as dictated by facility budgetary constraints.

f. Authorized relocation expenses will be provided to staff placed in Phases I, II, and III, in accordance with current travel regulations.

5. Management and Labor encourage a partnership approach to implementing the NBC and this MOU.

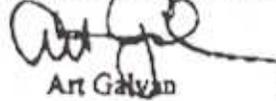
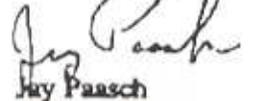
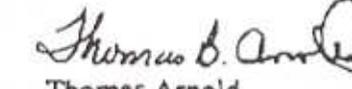
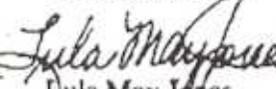
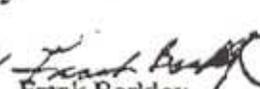
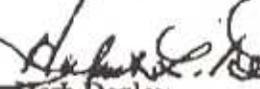
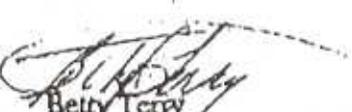
6. This constitutes the entire MOU and there are no other terms and conditions other than those contained in this MOU.

Page. 3.

7. This MOU will become effective when signed by all parties and continue, subject to mutually agreed upon extension by the parties, for a period of two years from this date. Management and Labor will be jointly responsible for distribution of the MOU to affected individuals.

8. Management and Labor reserve the right to address by mutual agreement other issues relative to NBC implementation at any time.

Signed in Agreement this 13th day of March 1997:

 Smith Jenkins, Jr. Director, VISN 22	 Art Galvan AFGE VISN 22 Liaison	 John Zackery NFFE Local 541	 Jay Paasch SEIU L. 2028
 Thomas Arnold Facilitator	 Lula May Jones AFGE Local 2297	 Frank Barkley AFGE Local 1061	 Herb Denloy AFGE L. 1697
 Betty Terry AFGE Local 3943	 Vera Logan AFGE Local 1203		