

Memorandum of Understanding

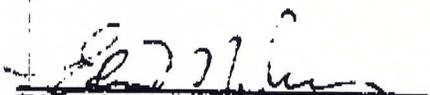
The following constitutes an agreement between the Department of Veterans Affairs, Veterans Health Administration (VHA) and the National Association of Government Employees/Service Employees International Union (NAGE/SEIU) concerning the realignment of bargaining unit employees under H.R. 3230, Section 106 (the Veterans Access, Choice, and Accountability Act of 2014) to the VHA/Chief Business Office Purchased Care (CBOPC).

1. Consistent with Article 10 - National Consultation Rights and Mid-Term Bargaining of the VA/NAGE Master Agreement, NAGE will be provided notification and opportunity to bargain changes in conditions of employment that impact CBOPC bargaining unit employees prior to notifying bargaining unit employees.
2. In the event of a reduction in force, the Department shall follow Article 28 - Reduction-in-Force (RIF)/Staffing Adjustments of the VA/NAGE Master Agreement, and 5 CFR Part 351.
3. The Department will provide NAGE a list of NAGE represented vacant positions to be filled within CBOPC in connection with this consolidation under HR3230, Section 106.
4. All affected bargaining unit employees shall receive information pertinent to their realignment to CBOPC.
5. Management recognizes that where NAGE is the exclusive representative as determined by the Federal Labor Relations Authority (FLRA), NAGE will continue representing bargaining unit employees within its bargaining unit unless a different determination is made by the FLRA.
6. The parties agree to follow Article 22 - Merit Promotion of the VA/NAGE Master Agreement for bargaining unit positions.
7. In the event bargaining unit employees are physically relocated, those employees shall receive appropriate reimbursement subject to the Federal Travel Regulations (FTR) and VA Handbook 5007.
8. Management at the servicing Human Resources Office in Topeka, Kansas will provide the NAGE Locals all vacancy announcements in accordance with Article 22 - Merit Promotion, Section 8 H of the VA/NAGE Master Agreement.
9. NAGE Locals and bargaining unit employees will be provided the most current organizational chart for CBOPC within thirty days of this signed agreement. CBOPC officials will provide updates as changes occur.
10. Upon request, NAGE and NAGE Locals will be provided with current position descriptions in accordance with Article 16 - Classification, Section 1 D of the VA/NAGE Master Agreement.

11. Formal discussions with bargaining unit employees will be in accordance with Article 5 - Union Rights and Responsibilities, Section 3 A of the VANAGE Master Agreement.
12. In accordance with Article 19 - Training and Career Development of the VANAGE Master Agreement, employees moved to a different position shall be provided the necessary training to perform the duties of their position.
13. The Department will provide any workload/data information requested in regards to CBOPC consistent with Laws and Regulations.
14. Upon request, NAGE and/or NAGE Locals will be provided with relevant awards data in accordance with Article 60 - Information and Unit Membership Lists, Section 2 and Article 20 - Employee Awards and Recognition of the VANAGE Master Agreement and 5 U.S.C. 7114(b)(4).
15. Discussions between bargaining unit employees or the Locals and the CBOPC Denver Colorado Center will be accomplished via telephone, video conference, by mail or electronically, as appropriate. When the parties mutually agree that it is necessary for a face-to-face meeting, the cost will be borne by the Department.
16. For informational purposes only, all cost of living increases will be in accordance with applicable law and regulations.
17. In accordance with Article 13 - Time and Leave, Section 11 of the VANAGE Master Agreement, CBOPC bargaining unit employees physically located at Medical Centers or VISNs will receive timely notification concerning Hazardous Weather/Emergency Conditions and requirement for early dismissal, in accordance with local policy or procedures from the leadership at that Medical Center or VISN where the CBOPC bargaining unit employee is located.
18. The Department will adhere to the VANAGE Master Agreement and applicable NAGE local Supplemental Agreements at the CBOPC employees' duty station.
19. Grievance and any other correspondence shall be delivered to the CBOPC Management Official or designee at the local facility. All grievances will be addressed in accordance with Article 44 - Grievance Procedure of the VANAGE Master Agreement. Grievance meetings at all steps will be held at the employee's duty location.
20. The Department will supply in writing to NAGE National the names of all supervisors, their location, and phone number, who would be responsible for responding to Step 1, 2 and 3 grievances within thirty days of this signed agreement. CBOPC officials will provide updates as changes occur.
21. All Locals and bargaining unit employees will be provided with information on the procedures for leave requests and approval. Any new leave procedures will be

negotiated at the Local level in accordance with Article 10 – National Consultation Rights and Mid-Term Bargaining of the VANAGE Master Agreement.

- 22. NAGE represented virtual bargaining unit employees in similar positions at their current location shall be considered a leave group for the purpose of requesting their annual leave.
- 23. Employees identified for realignment are being realigned at their current grade and step.
- 24. All bargaining unit employees assigned to CBOPC shall have the opportunity to voluntarily participate or continue to participate in committees and/or task forces at the CBOPC and their local Medical Centers.
- 25. When employees at a facility are added to CBOPC, the local NAGE union and employees will be given contact information for the servicing Human Resources Office, supervisors and managers.
- 26. NAGE reserves the right to further negotiate to the extent provided by law.
- 27. One original and one electronic copy of this MOU shall be provided to NAGE at the National Level.
- 28. NAGE Local union presidents will be provided a copy of this MOU within five work days of local management receiving a signed copy.
- 29. The Department will upload this MOU to the LMR website within seven work days.


 Edson Morales, VA LMR Consultant
 For the Department of Veterans Affairs


 Mark D. Bailey, SR., National Representative
 For the National Association of Government Employees

11-6-14
 Date

11-6-14
 Date


 James A. Zervetti, VHA Labor Relations Consultant
 For Veterans Health Administration

11/04/14
 Date