

The following constitutes a memorandum of understanding between the Veterans Health Administration (VHA) and National Association of Government Employees/Service Employees International Union (NAGE/SEIU) regarding the consolidation of all VHA Medical Care Cost Recovery Fund (MCCF) operations into regional Consolidated Patient Account Centers (CPAC) (Mid-Atlantic CPAC, Mid-South CPAC, North Central CPAC, North East CPAC, Florida CPAC, Central Plains CPAC, and West CPAC).

1. In accordance with Article 10 of the Master Agreement, NAGE will be provided notification of any and all CPAC changes that affect the conditions of employment of NAGE bargaining unit employees and be given the opportunity to bargain where appropriate prior to notification of employees.
 2. In the event of a RIF, provisions of Article 28 will be followed. In accordance with Article 10 of the Master Agreement, management will provide NAGE National and Locals a written notice of the consolidation prior to each VISN being included and a notice of vacant positions to be filled for the CPAC. Following the filling of the CPAC positions, local unions and management will meet in accordance with Article 10 of the Master Agreement to discuss and/or bargain over the placement of remaining affected employees at their medical centers.
 3. Management will then provide to all bargaining unit employees affected by the CPAC consolidation a notice informing them of the overall impact and what it means.
 4. NAGE will be provided the names and position titles of impacted bargaining unit employees 60 days prior to the creation of a new CPAC or transition of revenue operations.
 5. Management recognizes that where NAGE is the exclusive representative as determined by the Federal Labor Relations Authority (FLRA), it will continue to represent bargaining unit employees unless the FLRA makes a different determination.
 6. As facilities transition into a CPAC, the first area of consideration for merit and non-merit promotion, for new virtual facility based positions will be limited to impacted revenue employees at their current duty location. Sixty (60) days prior to the effective date, management will notify local NAGE unions of the number of virtual and CPAC based positions with operations that will be transitioned to the CPAC.
 7. The following areas of consideration apply for filling new positions (merit and non-merit promotion) created for inclusion of each new VISN at the designated CPAC:
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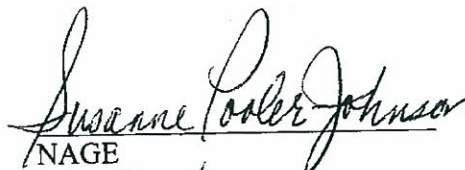
- The first area of consideration for merit and non-merit promotion will be impacted revenue VISN MCCF employees not selected for a virtual position at their current duty station;
 - The second area of consideration for merit and non-merit promotion will be employees of the designated CPAC; and
 - Afterwards, the current areas of the consideration as specified in Article 22 of the Master Agreement shall be followed for bargaining unit positions.
8. As VISN MCCF operations are transferred to the designated CPAC, VISN MCCF employees selected for positions at the CPAC shall receive relocation expenses in accordance with the Federal Travel Regulations and VA Handbook 5007.
 9. Management at the servicing human resources office (currently the Health Revenue Center in Topeka) will provide the NAGE Locals all vacancy announcements in accordance with Article 22, Section 8.H of the Master Agreement.
 10. Management at the servicing human resources office will provide the NAGE Locals with all referral lists forwarded to the selecting officials in accordance with Article 22, Section 10.C.2(2)(c) of the Master Agreement.
 11. NAGE Locals may request to bargain on procedures not covered by this MOU, including freezing vacancies, in accordance with Article 10 of the Master Agreement.
 12. Management will provide the NAGE Locals and employees with the most current and updated organizational chart for the CPAC that includes the positions for expansion from the appropriate VISN and the chain of command.
 13. Management from the servicing human resources office will provide NAGE and NAGE Locals with current position descriptions in accordance with Article 16, Section 1.D of the Master Agreement.
 14. Any communication with bargaining unit employees to discuss CPAC will be in accordance with Article 5, Section 3.A of the Master Agreement.
 15. As an appropriate arrangement, any impacted MCCF employees not selected for a virtual position or a position at the regional CPAC for the VISN shall be reassigned to another position at their current duty station and employees involuntarily placed in positions at a lower grade, in accordance with Article 28 of the Master Agreement and applicable regulations, will be provided retained pay and/or grade in accordance with 5 CFR 536.
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16. As employees move to different positions, management will provide the training as determined necessary in accordance with Article 19 of the Master Agreement.
 17. In the event of a RIF, management will conduct a placement program in accordance with Article 28, Section 9.D. of the Master Agreement and applicable regulations.
 18. All data results for collections may be found at the following website:
<http://vaww1.va.gov/cbo/default.asp>.
 19. NAGE and NAGE Locals reserve the right to address any issues that result from the data/information or any written report provided not addressed by this MOU.
 20. Upon request, NAGE and NAGE Locals will be provided with necessary and relevant awards data in accordance with Article 60, Section 2 and Article 20 of the Master Agreement and 5 U.S.C. 7114(b)(4).
 21. In accordance with Article 42, Section 2D of the NAGE Master Agreement, bargaining unit employees who request to review their OPFs will have them forwarded to their current duty stations within three (3) working days. Once the OPFs have been converted to e-OPF, management will provide computer access and an appropriate amount of duty time to allow employees to access their e-OPF.
 22. Discussions between bargaining unit employees or the Locals and the Health Revenue Center in Topeka will be accomplished on the 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 management.
 23. All cost of living increases will be in accordance with applicable regulations.
 24. Each CPAC will have a policy in accordance with locally negotiated agreements for all sites under their jurisdiction outlining procedures to be followed for inclement weather and emergencies. CPAC management will coordinate with medical center management on a case-by-case basis concerning the release of CPAC employees due to emergency conditions in the work area or inclement weather in accordance with Article 13, Section 11 of the Master Agreement.
 25. Management will adhere to all NAGE local supplemental agreements and the NAGE Master Agreement. Grievances and any other correspondence shall be delivered to the CPAC Facility Revenue Director or designee at the local facility. All grievances will be addressed in accordance with Article 44 of the Master Agreement. Grievance meetings at all steps will be held at the employee's duty location.
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26. All Locals and bargaining unit employees will be provided with information on the procedures for leave requests and approval.
27. The virtual bargaining unit employees in similar positions at their current location shall be considered a leave group for the purpose of selecting their annual leave.
28. When a new VISN transitions to a CPAC, NAGE Locals and all impacted revenue/MCCF bargaining unit employees will receive specific notice informing them of their right to apply for a virtual position or transfer to the appropriate CPAC at least 60 days prior to the effective date of the transfer occurring at their current duty location.
29. All VISN revenue/MCCF staff bargaining unit employees who accept a position below their current grade and step shall be entitled to re-promotion rights in accordance with applicable regulations, handbooks and policies.
30. All bargaining unit employees assigned to a CPAC shall have the opportunity to voluntarily participate or continue to participate in committees and/or task forces at their local medical centers.
31. When a facility is added to a CPAC, the local NAGE union and employees will be given contact information for the servicing human resources office, supervisors and managers.
32. Management agrees to provide NAGE and NAGE Locals with a complete list of vacant positions that will be offered to those MCCF staff who choose not to transition to the designated CPAC. The list will contain the specific title, grade and location of the vacant position to be offered.
33. One original and one electronic copy of this MOU shall be provided to NAGE at the national level. NAGE Local union presidents will be provided a copy of this MOU within five days of local management receiving a signed copy.


Veterans Health Administration

2/20/09
Date


NAGE

2/23/09
Date