MEMORANDUM OF UNDERSTANDING

The following constitutes an agreement between the Department of Veterans Affairs, Veterans Health Administration (VHA) and the American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council #53 (NVAC) concerning the expansion of North Central Consolidated Patient Account Center (NCCPAC) to include VISN 11.

1. In accordance with Training and Career Development Article of the VA/AFGE Master Agreement, the Department will provide the training necessary to enable employees to perform all required duties.

2. The following shall apply to NCCPAC virtual employees that remain at their current location under Station 732:

   A. All employees will be provided with information on the procedures for leave requests and approval.

   B. Grievance meetings at all steps will be held at the employee's duty location.

   C. The virtual employees in similar positions at their current location shall be considered a leave group for the purpose of selecting their annual leave.

   D. Management agrees to provide all virtual employees and their AFGE Local with the supervisory line of authority.

   E. Leave coverage for Utilization Review Positions (UR) shall be in accordance with VHA Handbook 1601C.02

3. All VISN 11 revenue/MCCF employees will receive a letter informing the employees of their right to apply for a virtual position or to transfer to the North Central CPAC (Station 732) in Madison, Wisconsin or apply for any position(s) which the employee qualifies for that has been set aside for impacted unit employees at their duty station, at least 60 days prior to the effective date of transfer occurring at their current duty station. The contents of the letter will contain all options for employees set forth in this MOU. The letter will be shared with NVAC before sending to employees.

4. During the CPAC reorganization expansion, the area of consideration for filling new virtual CPAC positions at facilities in VISN 11 under the NCCPAC will be as follows:

   A. First area of consideration any VISN 11 impacted revenue/MCCF employee at the current duty location where the vacancies are filled.

B. Second area of consideration, other unit employees at their current duty location in VISN 11 facilities where the vacancies are filled.

C. Afterwards, the current areas of consideration in Merit Promotion Article in the VA/AFGE Master Agreement shall apply.

5. The following areas of consideration apply for filling positions created for inclusion of VISN 11 into the NCCPAC:

A. The first area of consideration for new virtual facility based positions will be limited to VISN 11 revenue employees at their current duty station.

B. For new positions filled for inclusion of VISN 11, the areas of consideration for vacancies at the NCCPAC, Madison, Wisconsin, will be:

- The first area of consideration will be VISN 11 revenue/MCCF employees not selected for a virtual position at their current duty station

- The second area of consideration will be NCCPAC employees of Station 732

- The next area of consideration shall be from all other VISNs serviced by the NCCPAC.

- Afterwards, the current areas of the consideration as specified in Merit Promotion Article of the VA/AFGE Master Agreement shall be followed for bargaining unit positions.

6. As VISN 11 revenue/MCCF operations are transferred to the NCCPAC, VISN 11 revenue/MCCF employees selected for positions at the NCCPAC, Madison, Wisconsin shall receive relocation expenses in accordance with the Federal Travel Regulations. In accordance with the Federal Travel Regulations, any VISN11 impacted revenue/MCCF employee selected for a position at the NCCPAC, Madison, Wisconsin may elect to have one house-hunting trip for the employee and/or their spouse.

7. Management agrees to provide AFGE with a complete list of vacant positions that will be offered to those VISN 11 revenue/MCCF employees who choose not to transition to the NCCPAC. The list will contain the specific title, grade and location of the vacant position to be offered.

8. Any VISN 11 revenue/MCCF employees not selected for a virtual position or transferred to NCCPAC Station 732 in Madison, Wisconsin shall be reassigned to another position at their current duty station.

9. Any VISN 11 revenue bargaining unit employees offered a position below their current grade and step shall be entitled to saved pay, saved grade and re-promotion rights under the terms of Reduction In Force Article in VA/AFGE Master Agreement.

10. Areas of consideration for vacant and newly announced bargaining unit positions at the North Central Consolidated Patient Account Center (NCCPAC) Station 732 will adhere to the following:

    A. The first area of consideration shall be for all Station 732 employees and

    B. The second area of consideration shall be employees of the VAMC Madison, Wisconsin and

    C. The next area of consideration shall be employees of the VISNs serviced by the NCCPAC and

    D. Afterwards, the current areas of consideration specified in the Merit Promotion Article of the VA/AFGE Master Agreement shall be followed for bargaining unit positions.

11. All bargaining unit employees assigned to the NCCPAC shall have the opportunity to voluntarily participate or continue to participate in committees and/or task forces.

12. Grievances and any other correspondence shall be delivered to the NCCPAC Revenue Supervisor or designee at the local duty location.

13. All data results for collections may be found at the following website:http://vaww1.va.gov/cbo/power.asp. If the Union is unable to open the link, AFGE will notify CPAC Officials and a written report will be provided.

14. NVAC reserves its rights to address any issues that result from the data/information or any written report provided.

15. All virtual revenue bargaining unit employees within the NCCPAC will remain under their current AFGE Local for representational responsibilities. Station 732 bargaining unit employees in Madison, Wisconsin, will remain under the responsibilities of AFGE Local 1732.

16. AFGE Locals may request to bargain on procedures not covered by this MOU, in accordance with Mid-Term Bargaining Article of the VA/AFGE Master Agreement, after the signing of this MOU agreement.

17. In the event VHA makes a decision to move the NCCPAC out of the Madison, Wisconsin metropolitan area, the NVAC will be notified and given the opportunity to bargain appropriately on the matter.

18. Upon receipt, the appropriate management official shall provide a copy of this MOU to the local union president.

For the Department (VHA)

7-10-2009
Date

For the National VA Council #53

06-26-09
Date