



U.S. Department of Veterans Affairs

Veterans Health Administration
VA Healthcare-VISN 4

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Memorandum of Understanding
Consolidated Coding Service Center
Department of Veterans Affairs, Lebanon, PA
American Federation of Government Employees

A. Preamble

- This Memorandum of Understanding (MOU) is entered into by and between the Department of Veterans Affairs, Lebanon, PA (hereinafter referred to as “Agency”) and American Federation of Government Employees (hereinafter referred to as “Union”), including its affiliated local unions in VA Healthcare, VISN 4 (collectively referred to as the “Parties”).
- This MOU shall govern the agreements between the Parties that were reached during mid-term negotiations for the Consolidated Coding Service Center (CCSC) which is located at VA Lebanon Healthcare System. The Agency’s formal notification to the Union was issued on October 28, 2021, and a copy is included as an attachment to this MOU.

B. Agreements

1. Copies of the “Briefing Follow-Up E-mails” will be included as attachments to this MOU.
2. The Agency will provide the impacted employees (those identified in the notification on October 28, 2021, and those similarly situated) with a letter that notifies them of the reorganization. The Agency will organize meetings with the impacted employees at each facility to review the reorganization and answer any questions the employees may have about the change. The local unions presidents will be invited to attend these meetings. If needed, training will be provided to the impacted employees (those identified in the notification on October 28, 2021, and those similarly situated) prior to receiving any complex cases. The Agency will create a “CCSC Directory” that will be shared with certain departments and providers to ensure ease of communication and efficiency of the service.
3. The Agency will not require any employee to relocate as part of this reorganization. The reorganization will result in the impacted employees becoming employees of VA Lebanon Healthcare System. However, they will physically remain at their current facility. The impacted employees will have the option to telework (full-time / part-time), subject to VA rules, regulations, policies, and supervisory approval.

4. The impacted employees will remain under the representational jurisdiction of the local union at their current facility. However, after the reorganization, the Agency may elect to file a petition with the FLRA regarding this matter. FLRA regulations permit the Agency to file a petition for reorganization, successorship, and accretion.
5. If there are any subsequent changes to any of the employees' "home facility¹," the local union president will be provided with advance written notice and given an opportunity to discuss the change before determining if negotiations are necessary. Any subsequent management-directed changes to an employee's "home facility" will be negotiated with the Union.
6. If there is a change in working conditions or terms and conditions of employment involving the impacted employees, the Agency will notify and negotiate as required by law and collective bargaining agreement with the local union(s) that represent those bargaining unit employees.
7. The Agency, through its existing and established all-employee e-mail communications, will notify the impacted employees of all vacancy announcements at the facility. The impacted employees will be added to the all-employee e-mail communication when the reorganization becomes effective. The Chief, Health Administration Services, or subordinate supervisors will notify the impacted employees of any detail assignments, special projects, or similar opportunities at VA Lebanon Healthcare System.
8. The impacted employees will remain in the first area of consideration at their "home facility."
9. Any of the impacted employees' leave that currently approved at their "home facility" will be honored once the reorganization becomes effective.
10. The Chief, Health Administration Services, or subordinate supervisors will determine seniority for annual leave (e.g., vacation) and overtime using the seniority provisions of the employees' "home local union²."
 - i. The Chief, Health Administration Services, or subordinate supervisors will create seniority lists using the applicable Service Computation Date (SCD) or Entry on Duty (EOD) date for each employee.
 - ii. Altoona (SCD) ; Lebanon (EOD) ; Philadelphia (SCD) ; Pittsburgh (EOD) ; Wilkes-Barre (SCD).
11. The impacted employees will be included on VA Lebanon Healthcare System's existing and established all-employee e-mail communications, and will be

¹ The term "home facility" means the facility or physical location where the employees currently reside.

² The term "home local union" means the local union from the facility at which the employees were stationed prior to the reorganization.

apprised of all “functions and/or special activities³” at the facility – so long as the invitation to attend or participate in such activities is intended to be extended to them and their department. To the extent these “functions and/or special activities” can be attended virtually, the impacted employees will be provided that opportunity.

- 12. Any OI&T or technology related issues (e.g., computer) will be handled at the employees’ “home facility.”
- 13. The Agency will provide “touch down space” at each of the employee’s “home facilities” if any employee wants to physical be on station to complete their work – or if they choose not to telework or choose to only telework on a part-time basis.
- 14. If there are any changes to the “touch down space,” the Union will be notified and provided an opportunity to bargain.
- 15. The Parties will meet at least once per quarter for the next two quarters (FY22 4th Quarter and FY23 1st Quarter) to review and discuss the implementation, progress of the reorganization, and address any concerns. If, during this time, there are any minor adjustments necessary, they can be addressed jointly. If more detailed or complicated adjustments are necessary, then collective bargaining procedures will be followed.
- 16. The Union has the right to negotiate on any provision of the CCSC not covered in this MOU, subject to the Federal Service Labor-Management Relations Statute.
- 17. The Agency will provide a copy of this MOU to each local union president no later than seven (7) calendar days after its execution.

C. Execution

For the Union:



 Joseph Malizia
 Chief Negotiator
 3rd District Representative, AFGE

For the Agency:

 Justin Remsnyder
 Chief Negotiator
 Chief, HAS (VA Lebanon)

 Dennis Donahoe
 Human Resources (VA Lebanon)
 Senior Strategic Business Partner

³ The term “special functions and/or activities” means anniversary celebrations and similar functions, such as pizza parties.