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AFGE/NVAC

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 Mid-South Consolidated Patient Account Center (MSCPAC) to include VISN 16.

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 MSCPAC virtual employees that remain at their current location under Station 731:
 - 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 16 revenue/MCCF employees will receive a letter informing the employees of their right to apply for a virtual position or to transfer to the Mid-South CPAC (Station 731) in Murfreesboro, Tennessee 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 16 under the MSCPAC will be as follows:
 - A. First area of consideration any VISN 16 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 16 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 16 into the MSCPAC:**
- A. **The first area of consideration for new virtual facility based positions will be limited to VISN 16 revenue employees at their current duty station.**
- B. **For new positions filled for inclusion of VISN 16, the areas of consideration for vacancies at the MSCPAC, Murfreesboro, Tennessee, will be:**
- **The first area of consideration will be VISN 16 revenue/MCCF employees not selected for a virtual position at their current duty station**
 - **The second area of consideration will be MSCPAC employees of Station 731**
 - **The next area of consideration shall be from all other VISNs serviced by the MSCPAC.**
 - **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 16 revenue/MCCF operations are transferred to the MSCPAC, VISN 16 revenue/MCCF employees selected for positions at the MSCPAC, Murfreesboro, Tennessee shall receive relocation expenses in accordance with the Federal Travel Regulations. In accordance with the Federal Travel Regulations, any VISN16 impacted revenue/MCCF employee selected for a position at the MSCPAC, Murfreesboro, Tennessee 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 16 revenue/MCCF employees who choose not to transition to the MSCPAC. The list will contain the specific title, grade and location of the vacant position to be offered.**
8. **Any VISN 16 revenue/MCCF employees not selected for a virtual position or transferred to MSCPAC Station 731 in Murfreesboro, Tennessee shall be reassigned to another position at their current duty station.**

9. Any VISN 16 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 Mid-South Consolidated Patient Account Center (MSCPAC) Station 731 will adhere to the following:
 - A. The first area of consideration shall be for all Station 731 employees.
 - B. The second area of consideration shall be employees of the VAMC Murfreesboro, Tennessee and
 - C. The next area of consideration shall be employees of the VISNs serviced by the MSCPAC.
 - 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 MSCPAC 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 MSCPAC Revenue Supervisor or designee if absent at the local duty location.
13. All data results for collections may be found at the following website: <http://yaww1.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 MSCPAC will remain under their current AFGE Local for representational responsibilities. Station 731 bargaining unit employees in Murfreesboro, Tennessee will remain under the responsibilities of AFGE Local 1844.
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 MSCPAC out of the Murfreesboro, Tennessee metropolitan area, the NVAC will be notified and given the opportunity to bargain appropriately on the matter.
18. The appropriate management official shall provide a copy of this MOU to the local union president, upon their receipt.


For the Department (VHA)

7-10-2009
Date


For the National VA Council #53

06-26-09
Date