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-Atlantic Consolidated Patient Account Center (MACPAC) to include VISN 5.

1. In accordance with Article 34 Section 4 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 MACPAC virtual employees that remain at their current location under Station 730:

   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 5 revenue employees will receive a specific notice letter informing the employees of their right to apply for a virtual position or to transfer to the Mid-Atlantic CPAC (Station 730) in Asheville, North Carolina, at least 60 days prior of the effective date of transfer occurring at their current duty station.

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

   A. The first area of consideration for new virtual facility based positions will be limited to VISN 5 revenue employees at their current duty station.

   B. For new positions filled for inclusion of VISN 5, the areas of consideration for vacancies at the MACPAC, Asheville, NC will be:

- The first area of consideration will be VISN 5 revenue/MCCF employees not selected for a virtual position at their current duty station

- The second area of consideration will be MACPAC employees of Station 730

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

- Afterwards, the current areas of the consideration as specified in Article 22 of the Master Agreement shall be followed for bargaining unit positions.

5. As VISN 5 revenue/MCCF operations are transferred to the MACPAC, VISN 5 revenue/MCCF employees selected for positions at the MACPAC, Asheville, North Carolina shall receive relocation expenses in accordance with the Federal Travel Regulations. In accordance with the Federal Travel Regulations, any VISN5 impacted revenue/MCCF employee selected for a position at the MACPAC, Asheville, North Carolina may elect to have one house-hunting trip for the employee and/or their spouse.

6. Management agrees to provide AFGE with a complete list of vacant positions that will be offered to those VISN 5 revenue/MCCF employees who choose not to transition to the MACPAC. The list will contain the specific title, grade and location of the vacant position to be offered.

7. Any VISN 5 revenue/MCCF employees not selected for a virtual position or transferred to MACPAC Station 730 in Asheville, NC shall be reassigned to another position at their current duty station.

8. Any VISN 5 revenue bargaining unit employees offered a position below their current grade and step shall be entitled to re-promotion rights under the terms of Article 27 Sections 22 and 23 in VA/AFGE Master Agreement.

9. Areas of consideration for vacant and newly announced bargaining unit positions at the Mid-Atlantic Consolidated Patient Account Center (MACPAC) Station 730 will adhere to the following:

   A. The first area of consideration shall be for all Station 730 employees.

   B. The second area of consideration shall be employees of the VAMC Asheville, North Carolina, and

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

D. Afterwards, the current areas of consideration specified in Article 22 of the Master Agreement shall be followed for bargaining unit positions.

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

11. Grievances and any other correspondence shall be delivered to the MACPAC Revenue Director at the local facility or designee if absent.

12. 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.

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

14. All virtual revenue bargaining unit employees within the MACPAC will remain under their current AFGE Local for representational responsibilities. Station 730 bargaining unit employees in Asheville, NC will remain under the responsibilities of AFGE Local 446.

15. AFGE Locals may request to bargain on procedures not covered by this MOU, in accordance with Article 44 Section 4 A, after the signing of this MOU agreement.

16. In the event VHA makes a decision to move the MACPAC out of the Asheville, North Carolina metropolitan area, the NVAC will be notified and given the opportunity to bargain appropriately on the matter.

17. The appropriate management official shall provide a copy of this MOU to the local union president, upon their receipt.

Bonnie M. Kerber
For the Department (VHA)

Oscar T. Williams Jr.
For the National VA Council #53

11-1-08
Date

10-27-08
Date