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 7.

- 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 Mid-Atlantic CPAC 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 7 revenue staff employees will receive a specific notice letter informing the employee 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 to 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 7 into MACPAC:
 - A. The first area of consideration for new virtual facility based positions will be limited to VISN 7 revenue staff employees at their current duty station.
 - B. For new positions filled for inclusion of VISN 7, the areas of consideration for vacancies at the MACPAC, Asheville, NC will be:

- The first area of consideration will be VISN 7 revenue staff 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 VISN 6 and VISN 7 facilities and
- Afterwards, the current areas of the consideration shall apply as specified in Article 22 of the Master Agreement shall be followed for bargaining unit positions.
- During FY 2008 as VISN 7 revenue operations are transferred to the MACPAC, VISN 7 revenue staff selected for positions at the MACPAC, Asheville, North Carolina shall receive relocation expenses in accordance with the Federal Travel Regulations.
- 6. VISN 7 Management agrees to provide AFGE with a complete list of vacant positions that will be offered to those VISN 7 Revenue staff 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.
- Any VISN 7 revenue staff members 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 7 Revenue Staff bargaining unit employee 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.
- Areas of consideration for vacant and newly announced bargaining unit positions Vacancy Announcements 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 VISN 6 and VISN 7 facilities.
 - 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 MACPAC shall have the opportunity to voluntarily participate or continue to participate in committees and/or task forces.
- 11. Grievances and any other correspondences shall be delivered to the MACPAC Revenue Director at the local facility or designee if absent.
- 12. Data results for VISN 6 and VISN 7 collections may be found at 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 staff employees bargaining unit employees within VISN 6 and VISN 7 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 Mid-Atlantic CPAC 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.

5-22-08 Date