

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 reorganization of VISNs 18, 20, 21 and 22 revenue operation into the West Consolidated Patient Account Center (CPAC) in Las Vegas, NV.

1. The mandate for the Department to reorganize MCCF revenue operation into Consolidated Patient Account Centers was approved by the Under Secretary for Health in September 2008, was supported by the VHA National Leadership Board and Public Law 110-387 (Veterans' Mental Health and Other Care Improvement Act (S.2162)) dated October 10, 2008 signed by the former President, which mandated the reorganization is completed by 2013.
2. The national parties have agreed to the following procedures and appropriate arrangements for those impacted MCCF revenue employees within the AFGE bargaining unit affected by the mandate of P. L. 110-387.
3. In accordance with Article 34 Training and Career Development of the VA/AFGE Master Agreement or its successor Article, the Department will provide the training necessary to enable employees to perform all required duties.
4. The following shall apply to West CPAC virtual employees that remain at their current location under Station 736.
 - 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.

5. All VISNs 18, 20, 21, and 22 revenue/MCCF employees will receive a letter informing the employees of their right to apply for a virtual position or to transfer to the West CPAC (Station 736) in Las Vegas, NV or be reassigned to a position(s) at the same grade and pay which the employee qualifies for that has been set aside for impacted MCCF unit employees at their duty station, at least 60 days prior to the effective date of transfer occurring at their current duty station. Upon the request of the impacted employee, the employee will be provided career counseling and the specific list of positions for which they qualify from the set aside list. The contents of the letter will contain all options for employees set forth in this MOU. The letters will be shared with NVAC before sending to employees.
6. During the reorganization to the West CPAC, the areas of consideration for filling new virtual CPAC positions at facilities in VISNs 18, 20, 21 and 22 under the West CPAC will be as follows:
 - A. First area of consideration shall be any VISNs 18, 20, 21 and 22 impacted revenue/MCCF employees at the current duty location where the vacancies are filled.
 - B. Second area of consideration shall be other unit employees at their current duty location in VISNs 18, 20, 21 and 22 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.
7. The following areas of consideration apply for filling vacant or newly announced positions at West CPAC Station 736:
 - A. The first area of consideration shall be limited to MCCF revenue bargaining unit employees impacted by the CPAC reorganization.
 - B. The second area of consideration shall be limited to bargaining unit employees represented by AFGE Local 1224 at Las Vegas, NV.
 - C. The third area of consideration will be all other employees in VISNs 18, 20, 21 and 22.
 - D. Afterwards, the current areas of the consideration as specified in Article 22 Merit Promotion or its successor article of the VA/AFGE Master Agreement shall be followed for bargaining unit positions.
8. Virtual bargaining unit employees are included in the AFGE unit of representation and are considered in the first area of consideration for vacant unit positions at their current duty location.


9. As VISNs 18, 20, 21 and 22 revenue/MCCF operations are transferred to the West CPAC, VISNs 18, 20, 21 and 22 revenue/MCCF employees selected for positions at the CPAC Las Vegas, NV shall receive relocation expenses in accordance with the Federal Travel Regulations. In accordance with the Federal Travel Regulations, any VISNs 18, 20, 21 and 22 impacted revenue/MCCF employee selected for a position at the West CPAC Las Vegas, NV may elect to have one house-hunting trip for the employee and/or their spouse.
10. Management agrees to provide AFGE Locals 90 days prior to implementation at their facility with a current list of vacant positions that will be offered for reassignment to those VISNs 18, 20, 21 and 22 revenue/MCCF employees who choose not to reorganize to the West CPAC or apply for a virtual position. An updated list will be provided monthly to the appropriate VISN 18, 20, 21 and 22 AFGE Locals. The list will contain the specific title, grade and location of the vacant position for reassignment.
11. Any VISNs 18, 20, 21 and 22 revenue/MCCF employees not selected for a virtual position or transferred to the West CPAC Station 736 in Las Vegas, NV shall be reassigned to another position (same grade and pay) at their current duty location.
12. Any impacted MCCF revenue bargaining unit employees who voluntarily accept a position below their current grade and step (offered as a result of the reorganization to CPACs) shall receive grade and pay retention under 5 CFR 536 and VA/AFGE Master Agreement Article 27.
13. All bargaining unit employees assigned to the West CPAC shall have the opportunity to voluntarily participate or continue to participate in committees and/or task forces at their current duty location.
14. Grievances and any other correspondence shall be delivered to the West CPAC Revenue Supervisor or designee at the local duty location.
15. 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.
16. NVAC reserves its rights to address any issues that result from the data/information or any written report provided.
17. All virtual revenue bargaining unit employees within the West CPAC will remain under their current AFGE Local for representational responsibilities. Station 736 bargaining unit employees in Las Vegas, NV will remain under the responsibility of AFGE Local 1224.

18. AFGE Local 1224 shall be provided with an office space at the West, CPAC and with the office equipment under Article 48 Section 4 or its successor Article of the VA/AFGE Master Agreement.
19. 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.
20. In the event VHA makes a decision to move the West CPAC out of the Las Vegas, NV metropolitan area, the NVAC will be notified and given the opportunity to bargain appropriately on the matter.
21. Upon receipt, the appropriate management officials shall provide a copy of this MOU to Local Union Presidents.




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10/5/10
Date



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For the National VA Council #53

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Date



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10/5/10
Date