

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 the Consolidated VISN 12 Patient Finance Services (PFS) to the North Central Consolidated Patient Account Center (CPAC) Station 732.

1. The national parties understand that at this time VISN 12 Coders will remain employees of the VISN and not be transferred to the North Central CPAC. If management makes a decision to transfer these positions at a later date, the NVAC will be notified and given the opportunity to bargain as appropriate.
2. Those unit employees selected into a new position will be provided the training necessary to enable the employees to perform all required duties.
3. The following shall apply to VISN 12 PFS unit employees reorganized into the North Central CPAC Station 732 in Madison, Wisconsin:
 - Grievance meetings at all steps will be held at the employee's duty location.
 - All unit employees will be provided with information on the procedures to request leave in VISTA for Station 732.
 - Consolidated VISN 12 PFS employees who have had leave approved prior to the transfer to Station 732 will carryover their approved leave.
 - Management agrees to provide all unit employees and their AFGE Local with the supervisory line of authority.
 - Any PFS VISN 12 unit employee offered a position below their current grade and step shall be entitled to re-promotion rights under the terms of the VA/AFGE Master Agreement.
 - Coverage for Utilization Review Position (UR) shall be in accordance with VHA Handbook 1601C.102.
4. When virtual positions are established for unit employees within VISN 12 facilities at North Central CPAC Madison, Wisconsin (Station 732), the unit employees shall be covered by the following:
 - Virtual employees are to be considered part of the AFGE Local where they are physically located.

- Virtual employees at their duty location shall be considered a leave group for the purpose of selecting their annual leave.
5. During the reorganization to CPAC, the areas of consideration for new virtual CPAC positions at facilities in VISN 12 under the North Central CPAC will be as follows:
 - First Area: Any impacted PSF employees at facilities in VISN 12 at the current duty location where the vacancies are filled.
 - Second Area: Employees at any VISN 12 facility at their current duty location where the vacancies are filled.
 - Afterwards, the current areas of consideration shall apply as specified in the VA/AFGE of the Master Agreement.
 6. The first area of consideration for vacant and newly announced bargaining unit positions within the North Central CPAC will be limited to all bargaining unit employees assigned to Station 732 who are physically located at Madison, Wisconsin. The second area of consideration shall be for all the VISN 12 facilities. Afterwards, the current areas of consideration in the VA/AFGE Master Agreement shall be followed for bargaining unit positions.
 7. All bargaining unit employees assigned to North Central CPAC Station 732 shall have the opportunity to voluntarily participate or continue to participate in committees and/or task forces.
 8. Grievances and any other correspondence shall be delivered to the local North Central CPAC supervisor for distribution.
 9. The national parties agree that current unit employees in the VISN 12 Consolidated PFS Unit will be reassigned to positions for which they qualify or given first area consideration for promotion in the new positions during the initial reorganization to the North Central CPAC being established at Madison, Wisconsin. The unit employees will be notified at least 30 days prior to the effective date of May 24, 2009 for the reorganization into Station 732.
 10. Any impacted PFS employees at VISN 12 facilities, other than in Madison, where PFS functions are reorganized to the CPAC who are selected for a position at the North Central CPAC, Madison, Wisconsin shall receive relocation expenses in accordance with the Federal Travel Regulations.
 11. All data results for collection may be found at the following website:
<http://vaww1.va.gov/cbo/default.asp>.

12. NVAC reserves its rights to address any issues that result from the data/information or written report provided.
13. The parties agree that employees in the AFGE bargaining unit at North Central CPAC Madison, Wisconsin will continue to be represented by AFGE unless and until the FLRA determines otherwise. AFGE Local 1732 shall be provided with office space at the leased building and/or any building that may be constructed to house the North Central CPAC.
14. If the Department makes a decision to undo or change the CPAC concept to another organization, NVAC will be notified and given the opportunity to bargain appropriately on the matter.
15. The appropriate management official shall provide a copy of this MOU to the local union president, upon their receipt.



For the Department (VHA)

4-20-09

Date



For the National VA Council #53

4-15-09

Date