

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 9 MCCF to the Mid-South Consolidated Patient Account Center (CPAC) Station 731.

1. The national parties understand that at this time VISN 9 Coders will remain employees of the VISN and not be transferred to the Mid-South 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 9 MCCF unit employees reorganized into the Mid-South CPAC Station 731 in Murfreesboro, Tennessee:
 - 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 731.
 - Consolidated VISN 9 MCCF employees who have had leave approved prior to the transfer to Station 731 will carryover their approved leave.
 - Management agrees to provide all unit employees and their AFGE Local with the supervisory line of authority.
 - Any MCCF VISN 9 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 9 facilities at Mid-South CPAC Murfreesboro, Tennessee (Station 731), 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 9 under the Mid-South CPAC will be as follows:
 - First Area: Any impacted MCCF employees at facilities in VISN 9 at the current duty location where the vacancies are filled.
 - Second Area: Employees at any VISN 9 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 Master Agreement.
 6. The first area of consideration for vacant and newly announced bargaining unit positions within the Mid-South CPAC will be limited to all bargaining unit employees assigned to Station 731 employees who are physically located at Murfreesboro, Tennessee. The second area of consideration shall be for all the VISN 9 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 Mid-South CPAC Station 731 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 Mid-South CPAC supervisor for distribution.
 9. The national parties agree that current unit employees in the VISN 9 Consolidated MCCF 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 Mid-South CPAC being established at Murfreesboro, Tennessee. The unit employees will be notified at least 30 days prior to the effective date of May 24, 2009 for the reorganization into Station 731.
 10. Any impacted MCCF employees at VISN 9 facilities, other than in Murfreesboro, where MCCF functions are reorganized into the CPAC who are selected for a position at the Mid-South CPAC, Murfreesboro 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 Mid-South CPAC Murfreesboro, Tennessee will continue to be represented by AFGE unless and until the FLRA determines otherwise. AFGE Local 1844 shall be provided with office space at the leased building and/or any building that may be constructed to house the Mid-South 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)



For the National VA Council #53

4-20-09
Date

4-15-09
Date