

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 converting VISN 6 Centralized Revenue Unit, Asheville, North Carolina into Mid-Atlantic Centralized Patient Accounts Collections (CPAC) Phase 1.

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 Mid-Atlantic CPAC virtual employees that remain at their current location under Station 730:
 - All employees will be provided with information on the procedures for leave requests and approval.
 - Grievance meetings at all steps will be held at the employee's duty location.
 - The virtual employees at their current location shall be considered a leave group for the purpose of selecting their annual leave.
 - Management agrees to provide all virtual employees and their AFGE Local with the supervisory line of authority.
 - In accordance with Article 22, Section 8C of the AFGE Master Agreement, management and labor agrees that, for vacancy announcements at VISN 6 facilities, the first area of consideration will be expanded to include all bargaining unit employees assigned to station 730 CPAC who are physically located at the particular facility where the job is announced.
3. The first area of consideration for vacant and newly announced bargaining unit positions within the Mid-Atlantic CPAC shall be for all Station 730 employees. The second area of consideration shall be employees of the VAMC Asheville, North Carolina, and the next area of consideration shall be VISN 6 facilities. Afterwards, the current areas of consideration in Article 22 of the Master Agreement shall be followed for bargaining unit positions.
4. In the event a virtual bargaining unit employee is selected for a position in Mid-Atlantic CPAC they shall receive relocation expense in accordance with the Federal Travel regulations.

5. NVAC will be provided with data results or reports on the Mid-Atlantic CPAC collections results quarterly based on the schedule below:

CAPC Revenue Collections Reports

1st Qtr. – January 20, 2006

2nd Qtr. – April 21, 2006

Recommendations stemming from the Revenue Projects Advisory Board and National Leadership Board meetings will be provided to NVAC as soon as possible but no later than 30 days after VHA Leadership approval.

6. NVAC reserves its rights to address any issues that result from the data/information or written report provided.
7. The Department understands that the Union has filed a petition with FLRA to clarify its Department of Veterans Affairs nationwide professional and non-professional consolidated units to retain its status as the exclusive representative of employees who have transferred from the Asheville, North Carolina VA Medical Center to the newly created Mid-Atlantic CPAC. The parties agree that employees in the AFGE bargaining unit at Mid-Atlantic CPAC Asheville, North Carolina will continue to be represented by AFGE Local 446 unless and until the FLRA determines otherwise.
8. In the event VHA makes a decision to move the Mid-Atlantic CPAC out of the Asheville, North Carolina metropolitan area. NVAC will be notified and given the opportunity to bargain appropriately on the matter.
9. The appropriate management official shall provide a copy of this MOU to the local union president, upon their receipt.


For the Department (VHA)

1-7-06
Date


For the National VA Council #53

1-4-06
Date