

**Memorandum of Understanding (MOU)**  
**Between**  
**Department of Veterans Affairs**  
**VA Puget Sound Healthcare System (VAPSHCS)**  
**American Federation of Government Employees (AFGE) AFL-CIO**  
**National Veterans Affairs Council 53 (NVAC)**  
**AFGE Local 498 and AFGE Local 3197**

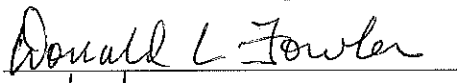
The following constitutes an agreement between the Department of Veteran Affairs Puget Sound Health Care System (VAPSHCS) Anesthesiology Service Line and the American Federation of Government Employees (AFGE), AFL-CIO National Veterans Affairs Council #53 (NVAC) Local 498 and Local 3197 concerning the appropriate arrangement and procedures regarding Assisted Treatment Training for Opioid (Suboxone) Use Disorder for all locations and campuses of the VAPSHCS Puget Sound Health Care System.

The following procedures shall apply to AFGE bargaining unit employees:

- 1) As it pertains to Opioid Use Disorder, AFGE will be provided a copy of any National generated MOUs.
- 2) Bargaining Unit Employees (BUE)s will be offered the opportunity for additional training as outlined in the National MOU between VHA and AFGE NVA Council #53 for Medication Assisted Treatment Training for Opioid Use Disorder, dated August 2, 2018.
- 3) VAPSHCS Anesthesiology Service Line will provide each Local President a list of bargaining unit employees affected by the NMOU on Medication Assisted Treatment Training for Opioid Use Disorder, upon request.
- 4) Both Management and the Union reserve the right to reopen bargaining on this MOU by providing a minimum of 30 days advance notice requesting negotiations. The term of this MOU will remain in place until any new updates are agreed upon.

**APPROVED:**

**Donald Fowler**  
NVAC 11<sup>th</sup> District Representative

  
11/4/18

**Lavoyn Anger, ELR Specialist**  
Labor Specialist, VAPSHCS

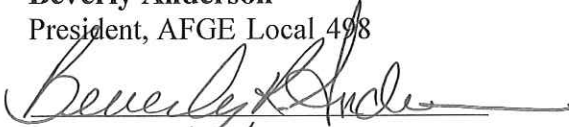
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Date: 11/4/19

Date: \_\_\_\_\_

**Beverly Anderson**  
President, AFGE Local 498



Date: 11/4/19

**Timothy Dawson**  
Chief Anesthesiology, VAPSHCS

TIMOTHY C. DAWSON 652376 Digitally signed by TIMOTHY C. DAWSON  
652376  
Date: 2019.10.22 07:54:53 -0700

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**Paul Nance**  
President, AFGE Local 3197



Date: 11/4/19

**Department of  
Veterans Affairs**

# Memorandum

**Date:** October 8, 2019  
**From:** Anesthesiology Service Line, VAPSHCS  
**Subj:** Eligible to Administer Suboxone  
**To:** AFGE Local 498 and Local 3197

Per Union request the following is a list of employees who are eligible administer Suboxone at VAPSHCS:

Name: Iris, Pati , ARNP, NURSE 4  
Service Line: Anesthesiology  
Work Location: Seattle

Name: Levarge, Michelle, ARNP , NURSE 3  
Service Line: Anesthesiology  
Work Location: Seattle

Name: Nishio, Isuta, Anesthesiologist, GS-15  
Service Line: Anesthesiology  
Work Location: Seattle

Name: Hsu, Amy, Anesthesiologist, GS-15  
Service Line: Anesthesiologist  
Work Location: Seattle

Name: Dawson, Timothy , Anesthesiologist, GS-15  
Service Line: Anesthesiology  
Work Location: Seattle

Name: Krashin, Daniel, Physician, GS-15  
Service Line: Anesthesiology  
Work Location: Seattle

Name: Canlas, Bernard, Anesthesiologist, GS-15  
Service Line: Anesthesiology  
Work Location: AMLK

Name: Hedt, Stephen, PA, GS-13  
Service Line: Anesthesiology  
Work Location: AMLK

Name: Muth, Mary, PA, GS-13  
Service Line: Anesthesiology  
Work Location: AMLK

A handwritten signature in black ink, appearing to read 'Timothy Dawson', with a stylized flourish at the end.

Timothy Dawson  
Chief Anesthesiology/Pain Service  
VAPSHCS

Ground Rules for the establishment of the appropriate arrangements and procedures for the Department of Veteran Affairs Puget Sound Health Care System (VAPSHCS) Anesthesiology Service Line proposed procedures as it pertains to Assisted Treatment Training for Opioid (Suboxone) Use Disorder for all locations and campuses of the VAPSHCS Puget Sound Health Care System with the American Federation of Government Employees (AFGE), AFL- CIO, National VA Council #53 (NVAC), AFGE Local 498 and AFGE Local 3197.

### **GROUND RULES**

The following constitutes an agreement of ground rules between the parties of the Department of Veteran Affairs Puget Sound Health Care System (VAPSHCS) Anesthesiology Service Line at the American Lake and Seattle campuses, and the American Federation of Government Employees (AFGE), AFL-CIO National VA Council #53 (NVAC), AFGE Local 498, and AFGE Local 3197, concerning the Assisted Treatment Training for Opioid (Suboxone) Use Disorder at the American Lake and Seattle campuses of the VA Puget Sound Health Care System. Hereinafter "Management" and the "Union" are referred to as the parties.

1. This agreement is made to the extent of statute and in accordance with the 2011 Master Agreement between the Department of Veterans Affairs (DVA) and AFGE. These ground rules will govern the appropriate arrangements and procedures for negotiating a Memorandum of Understanding (MOU) between the parties for the bargaining of Assisted Treatment Training for Opioid (Suboxone) Use Disorder. The parties may amend, only in writing, any provisions of these ground rules or any agreed upon language by mutual consent.
2. Any current, Local Supplemental Agreement or MOU will remain in force unless there are specific provisions that are in conflict with the provisions of the current Master Agreement or by mutual agreement of both parties.
3. The Chief Negotiator for either party has the authority to sign any agreement reached by the parties herein. The final agreement upon the terms and wording of the MOU concerning the appropriate arrangements and procedures for Department of Veteran Affairs Puget Sound Health Care System (VAPSHCS) Anesthesiology Service Line, will be binding upon the parties unless and until either party gives notice to the other of its desire to amend or modify said MOU. Proposed changes to the final MOU may be initiated by either of the parties at any time, with no less than a thirty (30) calendar day written notice.
4. If the parties are unable to reach agreement after the fourth (4th) bargaining session, a joint request for the service of a mediator from the Mediation and Conciliations Service will be made. The two Chief negotiators can, by mutual agreement, extend the sessions and/or number of sessions. Other options under Alternative Dispute Resolution (ADR) can be utilized upon mutual agreement. If impasse is reached, either party may file with the Federal Services Impasse Panel (FSIP) after giving notice to the other party. If mediation does not resolve the impasse, the parties agree to proceed to binding arbitration using FSIP.

5. VAPSHCS Management will provide secure, mutually accessible, adequate space for negotiations and caucus rooms, which are adequately lighted, heated/air conditioned and spacious with telephone access, electrical outlets for computers, and readily available restroom facilities. The Agency will also provide adequate administrative support, for both teams, and reference materials that are routinely available at the VAPSHCS.

6. The parties shall be entitled to an equal number of bargaining members. Each party may have up to three (3) negotiators, which by mutual agreement may be increased based upon the complexity and/or numbers of issues to be negotiated, which include third party procedures. Each party will identify their Chief Negotiator, who will be empowered with requisite authority to negotiate on behalf of their respective party, approve decisions and be responsible for the leadership of their respective party.

7. For clarification of issues, by mutual agreement, the parties agree that the participation of any Subject Matter Expert (SME) shall be for the purpose of providing resource information mutually beneficial to the parties and would be the responsibility of the requesting party. Nothing precludes either party from requesting a recorder on 100% official time.

8. The parties will use a combination of bargaining techniques. As each proposal is taken up, the parties offering a proposal will explain it, and will at a minimum provide the meaning and objectives of the proposed language. There will be ample opportunity for questions and answers, additional information, and other discussion. Both parties will be allowed full opportunity to present necessary and relevant information to support their positions. The parties will follow this procedure in a good faith effort to reach agreement.

9. All proposals/counter proposals will be provided to other side five (5) work days prior to the meeting. All proposals/counter proposals will be hard copy and addressed to the Chief Negotiators, who will initial each proposal on each agreement reached to signify that negotiation concerning that issue is completed. Both parties will be allowed full opportunity to present necessary and relevant information to support their positions.

10. The first bargaining session will be conducted at a time and date mutually agreed to by the parties, but no later than thirty (30) calendar days after the effective date of the Ground Rules. Negotiations will not be tape recorded (either audio or video). Notes are the responsibility of each party. No official minutes will be taken. If exceptions are discussed and documented outside these ground rules or resulting MOU, the Chief Negotiators' signatures must be included for them to be considered valid. Each negotiating workday will have mutually agreed upon time for meals with appropriate breaks. Through mutual agreement, the Chief Negotiators may make changes to the session schedule.

11. All proposals/counter proposals will be hardcopy and addressed to the Chief Negotiators, who will initial each proposal on each agreement reached to signify that negotiation concerning that issue is completed. Both parties will be allowed full opportunity to present necessary and relevant information to support their positions.

12. The Chief Negotiators will be responsible for, and by mutual agreement, permit observers to attend local bargaining. These observers will not participate in discussions and

will otherwise abide by all the ground rules agreed upon by the parties. Each Chief Negotiator may approve attendance of alternates at the negotiation sessions for their respective team. The alternate will have the full rights, responsibilities and authority of the team member for whom they are substituting.

13. Changes to the agreed upon times/days will be by mutual consent of the Chief Negotiators.

**Donald Fowler**  
NVAC 11<sup>th</sup> District Representative

Donald L. Fowler

Date: 11/4/19

**Lavoyn Anger, ELR Specialist**  
Labor Specialist, VAPSHCS

Lavoyn Anger

Date: 11/4/19

**Beverly Anderson**  
President, AFGE Local 498

Beverly Anderson

Date: 11/4/19

**Timothy Dawson**  
Chief Anesthesiology, VAPSHCS

Timothy Dawson

Date: 11/4/2019

**Paul Nance**  
President, AFGE Loca 1 3197

Paul Nance

Date: 11/4/19