

**LOCALLY NEGOTIATED OPERATING PROCEDURE
FOR DLA ACTIVITIES AT HDI FEDERAL CENTER, BATTLE CREEK, MI
USE OF OFFICIAL HDI FACILITIES AND SERVICES
ARTICLE 6-01**

DATED: 08 January 2008

The LOCNOP supersedes all previous policies, guidance, past practices or agreements on this subject. Any new or modified policies or guidance that the Employer intends to issue will first be negotiated with AFGE Local 1626 prior to implementation.

Section 1. Use by Union.

1. The Employer agrees to allow the union sole use of Room 2-1-64. In the event management requires the space for mission purposes, the Union shall be provided equivalent space in the HDI Federal Center. The union shall be provided facilities and support services in accordance with the content of Interservice Support Agreement, with an effective date of 01 Oct 07, Number SB 4201-07274-059 (attached), and any negotiated modifications thereto, and other facilities and services locally negotiated.
2. The Employer shall provide computer hardware, software, maintenance and printers comparable to the general workforce and technical support for such equipment, hardware and software.
3. The Employer shall agree to post notice of Union meetings and other Union pertinent events in a HDI electronic notification system (such as ALLNEWS).
4. The President or Executive Vice President (EVP) of AFGE Local 1626 may submit items of general information for posting, through Labor Relations, on a HDI electronic notification system (such as ALLNEWS). These items must be of general interest to the workforce and cannot contain lobbying efforts, solicitation of membership, or other material designed to encourage union membership.

Section 2. Use by Employees.

1. Parking: Parking as agreed to on March 15, 2007 incorporated intact (attached).
2. Smoking: The Employer shall provide designated smoking areas/facilities (site plan dated 27 November 2007 attached) for employees. Smoking shall be permitted only in the areas/facilities and shelters designated. Smoking in other areas of the Federal Center complex including exterior areas is prohibited.

*Qul
mr*

3. Fitness Center:
 - a. Use by employees assigned to Emergency Essential (EE) positions is authorized in accordance with paragraph 7 of DLA HQ (J-1)/AFGE Council 169 EE Memorandum of Agreement, dated March 21, 2007 (attached).
 - b. In situations (especially identified trends) when equipment capacity is exceeded, employer will follow this order for usage of the fitness center: Active Duty military personnel and their spouses assigned to the HDI Federal Center; Retired military and their spouses; HDI Federal Center civilian employees, Retired HDI Federal Center civilian government retirees; HDI Federal Center contract personnel and technical representatives working full time on the installation.
 - c. The employer will make available to bargaining unit employees regular use of the fitness center and encourage participation.
4. Facility Usage by Employees: Employees may reserve rooms for special events in accordance with the standard process or procedures that are in place.
5. Space Heaters/Fans: The Employer shall provide space heaters/fans when the employee's health dictates or temperature cannot be maintained between 72-76 degrees. If required, the Employer will attest to the medically required need but shall not forward employee's associated medical documentation as part of the request.
6. Motorized ambulatory equipment:
 - a. The Employer will provide electric power source for charging the government owned motorized ambulatory equipment as near as practicable where the employee enters and exits the building.
 - b. The Employer will allow the employee to have the motorized ambulatory equipment at their work station.
 - c. In certain cases, those employees that use their own personal motorized ambulatory equipment, the Employer shall follow 6a-b above.
7. Appliances:
 - a. The Employer will allow coffee makers, microwave ovens, etc. They are to be confined to kitchen areas. In those areas that do not have kitchens, the Employer will allow mess areas for the centralization of those appliances.
 - b. Appliances will be disallowed if they do not bear the label of Underwriter's Laboratory, an appliance uses or produces an open flame, or are visibly defective.
 - c. Appliances will be turned off prior to close of business each day.
 - d. Employer shall provide sufficient service capacity to handle additional load requirements in any location other than kitchens utilized as mess areas.
 - e. Personal appliances such as cup heaters, hot pots, radios, etc. will follow criteria 7b-d above.
8. Housekeeping: The Employer shall provide containers for disposal of coffee grounds and food scraps.

Am
ms

9. Space Allocation – All bargaining unit employees will receive fair and equitable workspace. Whenever practical, the Employer will provide consideration of employees requested desired work station/location.
- Medical needs will take priority over other considerations.
 - Highest grade will then be used as the next deciding factor.
 - If more than one employee of the same grade shows interest in the same workspace, the employee with the highest service computation date (SCD) gets first priority.
 - The placement of contract employees will follow the placement of bargaining unit employees.

This constitutes the full understanding of the parties.

Marda K. Redditt
MARDA K. REDDITT
Chief Negotiator
AFGE Local 1626

David Mansfield
DAVID MANSFIELD
Chief Negotiator
Representing DLA Activities
Located at the HDI Federal
Center, Battle Creek, MI
DATE: 08 January 2008

DATE: 8 January 2008

MEMORANDUM OF AGREEMENT
BETWEEN AFGE LOCAL 1626 AND ALL DLA ACTIVITIES
CO-LOCATED AT HART-DOLE-INOUE (HDI) FEDERAL CENTER
BATTLE CREEK, MI

AGREEMENT ON RESERVED PARKING

This agreement is made and entered into by, and between, all HDI Federal Center DLA Activities, hereinafter referred to as the "Employer," and the American Federation of Government Employees (AFGE) Local 1626, hereinafter referred to as the "Union." The parties hereby agree to the following concerning the HDI Federal Center Reserved Parking Policy.

1. This Memorandum of Agreement (MOA) supersedes all previous agreements concerning reserved parking.
2. Reserved parking identified below will be designated and controlled by management at their sole discretion. Management, at its option, may issue guidance delineating how it controls the assignment of the available reserved parking spaces as agreed to in this MOA.
 - A. Lot 1 - Open parking with no reserved spaces.
 - B. Lot 2 - Open parking except:
 - 1) Seventeen (17) spaces on the eastern-most boundary (marked for visitor parking).
 - 2) Ten (10) spaces on the southern-most boundary (marked for visitor parking).
 - 3) Five (5) spaces on the northwestern-most boundary.
 - 4) Five (5) spaces on the northeastern-most boundary (GSA).
 - 5) Ten (10) spaces on the western-most boundary (AFGE Local 1626 parking to be marked AFGE and assigned at the discretion of union leadership).
 - C. Lot 3 - No open parking, all spaces reserved.
 - D. Lot 4 - Open parking except ten (10) spaces (handicapped parking).
 - E. Lot 5 - No record of lot number.
 - F. Lot 6 - Open parking with no reserved spaces.
 - G. Lot 7 - No record of lot number.

Dum 1/8/08
MS 1/8/08

Dum

MS

MEMORANDUM OF AGREEMENT - PARKING (PAGE 2)

- H. Lot 8 - Open parking except:
 - 1) Thirty-nine (39) spaces on the western-most boundary (handicapped parking).
 - 2) Thirty-five (35) spaces located north of handicapped parking (GSA parking for daycare center).
 - I. Lot 9 - Open parking with no reserved spaces.
 - J. Lot 10 - Open parking except for six (6) spaces on east side of entry.
 - K. Lot 11 - Open parking with no reserved spaces.
 - L. Lot 12 - Open parking except:
 - 1) Ten (10) spaces on northern-most boundary (handicapped).
 - 2) Two (2) spaces on western-most boundary (handicapped).
 - 3) Twelve (12) spaces on the eastern-most boundary.
 - M. Lot 13 - Private property (city lot) - NO HDI PARKING.
 - N. Davenport University Parking - Open parking as noted with no reserved parking.
 - O. HDI Circle 1 - Six (6) spaces all of which are reserved.
 - P. HDI Circle 2 - Three (3) spaces all of which are reserved (handicapped).
- 3. Both parties agree that handicapped parking (not all of which are specifically listed in this memorandum) is supported by DES as a regulatory requirement and shall be implemented in coordination with HDI/EEO requirements, which will not require renegotiation of this agreement.
 - 4. Employer and Union further agree that enforcement of parking authorizations will be on a fair and equitable basis.
 - 5. Notification for special events parking: The parties agree that the employer will notify the union three days prior to the need for special events parking. Up to 30 non reserved spaces in Lot 2 will be allocated for special events visitor parking upon prior notice.

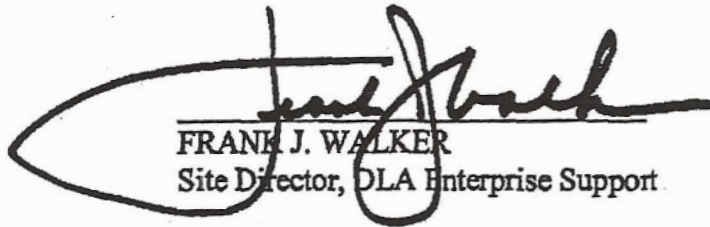
Dem 1/8/08
MS 1/8/08
Dem MS

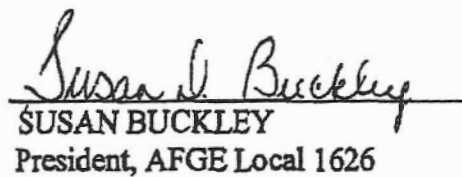
MEMORANDUM OF AGREEMENT - PARKING (PAGE 3)

6. Designated parking for motorcycles will marked and maintained on the most northern corner of HDI Building 2.
7. Open (non-reserved) parking spaces are not assigned to any specific group or individual and are available on a first-come/first available basis.
8. Any changes to the agreement (other than the exclusion of handicapped parking as noted in paragraph 3) will require the mutual consent of both parties. It is further agreed and understood that this agreement was negotiated giving full consideration to upcoming local negotiations related to the new Master Labor Agreement.
9. This MOA becomes effective immediately upon signing.
10. This MOA constitutes the full understanding and agreement of the parties concerning reserved parking policy for the HDI Federal Center.

For the Employer:

For the Union:


FRANK J. WALKER
Site Director, DLA Enterprise Support


SUSAN BUCKLEY
President, AFGE Local 1626

15 Mar 2007
(Date)

15 March 2007
(Date)

Attachment:
Map of HDI Parking Areas

DM 1/8/08
MS 1/8/08
DM *MS*

SUPPORT AGREEMENT			
1. AGREEMENT NUMBER <i>(Provided by Supplier)</i> SB4201-07274-059	2. SUPERSEDED AGREEMENT NO. <i>(If this replaces another agreement)</i> SB4201-06274-059	3. EFFECTIVE DATE (YYYYMMDD) 20071001	4. EXPIRATION DATE <i>(May be "Indefinite")</i> Indefinite
5. SUPPLYING ACTIVITY		6. RECEIVING ACTIVITY	
a. NAME AND ADDRESS DEFENSE LOGISTICS INFORMATION SERVICE (DLIS) ATTN: J8 DLIS-R SUITE 7 74 WASHINGTON AVE N BATTLE CREEK, MI 49017-3084		a. NAME AND ADDRESS AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE) Local 1626 2-1-64, SUITE 4 74 WASHINGTON AVE N BATTLE CREEK, MI 49017-3054	
b. MAJOR COMMAND DLA		b. MAJOR COMMAND	
7. SUPPORT PROVIDED BY SUPPLIER			
a. SUPPORT <i>(Specify what, when, where, and how much)</i>		b. BASIS FOR REIMBURSEMENT	c. ESTIMATED REIMBURSEMENT
Administrative Service (DLIS) Audio/Visual Services (DES Battle Creek) Common Use Facility Operations, Maintenance, Repair & Construction Services (DES Battle Creek) Communication Services (DLIS J6) Disaster Preparedness/Emergency Management Services (DES Battle Creek) Equipment Operation, Maintenance & Repair Services (APO) (DES Battle Creek) Facilities Services (DES Battle Creek) Fire Protection/Emergency Services (DES Battle Creek) Mail Services (DES Battle Creek) Publication Management Services (DES Battle Creek) <div style="text-align: center;">TOTAL REIMBURSEMENT</div>		"No Reimbursement" "No Reimbursement" "No Reimbursement" "No Reimbursement" "No Reimbursement" "No Reimbursement" "No Reimbursement" "No Reimbursement" "No Reimbursement" "No Reimbursement"	"No Reimbursement" "No Reimbursement" "No Reimbursement" "No Reimbursement" "No Reimbursement" "No Reimbursement" "No Reimbursement" "No Reimbursement" "No Reimbursement" "No Reimbursement" <div style="text-align: center;">\$ - 0 -</div>
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
8. SUPPLYING COMPONENT		9. RECEIVING COMPONENT	
a. COMPTROLLER SIGNATURE LORI L. TUCKER <i>Lori L. Tucker</i>	b. DATE SIGNED 8/20/2007	a. COMPTROLLER SIGNATURE	b. DATE SIGNED
c. APPROVING AUTHORITY		c. APPROVING AUTHORITY	
(1) TYPED NAME SUSAN Buckley		(1) TYPED NAME	
(2) ORGANIZATION AFGE Local 1626	(3) TELEPHONE NUMBER 264- 961-5471	(2) ORGANIZATION	(3) TELEPHONE NUMBER
(4) SIGNATURE <i>Susan D. Buckley</i>	(5) DATE SIGNED 10/2/2007	(4) SIGNATURE	(5) DATE SIGNED
10. TERMINATION <i>(Complete only when agreement is terminated prior to scheduled expiration date.)</i>			
a. APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED	c. APPROVING AUTHORITY SIGNATURE	d. DATE SIGNED

11. GENERAL PROVISIONS (Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)

- a. The receiving components will provide the supplying component projections of requested support. (Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)
- b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of AFGE, 74 WASHINGTON AVE N, BATTLE CREEK, MI 49017-3054 prior to changing or cancelling support.
- c. The component providing reimbursable support in this agreement will submit statements of costs to: DRMS-RF, 74 WASHINGTON AVE N. BATTLE CREEK, MI 49017-3092
- d. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.
- e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.

f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

g. REMARKS: The authority for the provisions outlined in this agreement is described in DODI 4000.19.

h. FUNDING AND REIMBURSEMENT: Government agencies will provide DLIS with an annual Military Interdepartmental Purchase Request (MIPR) to cover estimated charges cited on DD1144 for the fiscal year as soon as receiver obtains an annual operating budget. Receiver may provide funding in quarterly increments or for the total estimated ISA amount. If received in increments, must ensure funding will cover quarterly billings adequately. At the end of each quarter, DLIS will forward the receiver a summary of actual charges incurred during that time period. After a five (5) day receiver review period, DLIS will create a job order in DBMS in the amount of the earned quarterly charges. Discrepancies in quarterly charges must be addressed to DLIS within thirty (30) days of the quarter's close in which the service was performed. Funding which exceeds actual service charges will be adjusted during the fourth quarter. Conversely, receiver will provide DLIS with a MIPR amendment to cover charges in excess of funding. Excess charges incurred during the fourth quarter may be billed to receiver with the quarterly charges for the first quarter of the following fiscal year. Payment can be accomplished by MIPR, check, or other authorized method.

i. ISA POC's: AFGE Union, Susan Buckley @ Commercial (269)961-5474

Support Agreement Manager, J8-DLIS-R, Sandra Chapman @ Commercial (269)961-4055, FAX (269) 961-4746

MIPR POC: Kathy Johnson, J8-DLIS-R, @ Commercial (269)961-4918, or FAX Commercial (269)961-4746

DISTRIBUTION: AFGE Local 1626 (Room 2-1-64)

ADDITIONAL GENERAL PROVISIONS ATTACHED:

☒ YES

☐ NO

12. SPECIFIC PROVISIONS (As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)

SEE ATTACHMENT - PAGES 1-4

ADDITIONAL SPECIFIC PROVISIONS ATTACHED:

☒ YES

☐ NO

DM *mk*

13. ADDITIONAL PROVISIONS (Use this space to continue general and/or specific provisions, as needed.)

GENERAL PROVISIONS

(Applicable to all categories)

SUPPLIER SHALL

Customer Complaint(s) 1. Upon receipt of DLIS Form 1570-2, DES will investigate to ensure validity. If valid, DES will provide response to customer.

RECEIVER SHALL

1. Comply with DES complaint process by preparing the complaint in writing using DLIS Form 1570-2 and provide to DES. Action will be initiated upon receipt of DLIS Form 1570-2.

ATTACHMENT OF ADDITIONAL SUPPORT REQUIREMENTS:
ISA #SB4201-07274-059

<u>CATEGORY</u>	<u>SUPPLIER SHALL</u>	<u>RECEIVER SHALL</u>
Administrative Services	1. Provide one-third of the area on each unofficial bulletin board.	1. Be responsible for posting and removal of material. Material to be posted on the boards will be relevant to the internal operations of the Union, the relations between the parties or functions sponsored by the Union, so long as they are not political in nature, and do not reflect on the integrity of any individual, agency or activity of the Federal Government.
Audio/Visual Services		
Graphic Arts	1. Provide graphics arts services such as vugraphs, visual aids, flip charts, technical illustrations, etc., within suppliers capability.	1. Provide readable material to accomplish required services; comply with DES-I 5000.1 and Audio Visual Support Services One Book Chapter. Request service using either mailbox or hardcopy DLIS Form 25.
Photographic	2. Provide photographic/video Services within supplier's capability.	2. Request service using either VICO Mailbox or hardcopy DLIS Form 525; Comply with DES-I 5000.1 and Still Picture Photography One Book Chapter.
Common Use Facility Operations, Maintenance, Repair and Construction Services	<p>1. Conduct cost analysis and make recommendations to General Services Administration (GSA) involving new construction and alterations. Approve all requirements.</p> <p>2. Those items unique or peculiar to AFGE (unique and peculiar defined as those items not planned or funded for) will be prioritized with DLIS items and be subject to availability of funds.</p> <p>3. Conduct space utilization reviews/surveys (except that allocated from mission storage purpose) to justify assignment of additional space, relocation of organizational elements, assignment of support retention of</p>	<p>1. Request service.</p> <p>3. Request service.</p>

Am
mfr

ATTACHMENT OF ADDITIONAL SUPPORT REQUIREMENTS:
ISA #SB4201-07274-059

<u>CATEGORY</u>	<u>SUPPLIER SHALL</u>	<u>RECEIVER SHALL</u>
Common Use Facility Operations, Maintenance, Repair and Construction Services	assignment of support retention of existing space. Administrative control and management of the installation of system furniture.	
Office Space	4. Provide the use of room 2-1-64. In the event management requires the space for mission purposes, the Union shall be provided equivalent space in the Federal Center.	4. Request space and utilize, for transacting Union business.
Communications Services	1. Provide telephones as needed in room 2-1-64, all with DSN and FTS access. Provide maintenance, replacement and relocation services as required.	1. Comply with supplier regulations.
Telephone Services	2. Answer routine questions, give requested phone number, and route call. Provide information and assistance to customers trying to reach the Union from in-house or outside calls. Connect outside customers to the Union. Support miscellaneous emergency calls. Provide electronic telephone directory access.	2. Provide corrections for their telephone directory for updating in-house telephone listing.
Disaster Preparedness/ Emergency Services		
Disaster Planning Service	1. Provide receiver with supplier disaster control plans covering disasters, emergencies and attack. Provide and assign shelter areas for disaster contingencies.	1. Comply with DES directives in the safeguarding of lives and Government property. Provide floor monitors to assist DES should conditions require.

ATTACHMENT OF ADDITIONAL SUPPORT REQUIREMENTS:
ISA #SB4201-07274-059

<u>CATEGORY</u>	<u>SUPPLIER SHALL</u>	<u>RECEIVER SHALL</u>
Emergency Services	2. Provide guidance required for response to specific emergencies outlined in the DES Occupant Emergency Plan DES-I 3000.1.	2. Comply with DES Directives in the safeguarding of lives and property. Provide floor monitors as required to assist in emergency management.
Equipment Operation, Maintenance, & Repairs Svs.	1. Controls and maintains accountable property records furnished by DLIS. Stocks, stores and issues common use items of property and furniture. Utilizes DPAS, BOSS or local database for tracking of property. Administers maintenance and repair contracts. Identifies, documents and ships excess property. Conducts annual furniture, equipment and ADP inventory. Processes property transactions and reports of survey.	1. Submit new requirements for equipment transfer or turn-in. Submit request for request of stock furniture and turn-in of stock furniture. Request repair services. RPC's submit annual serialized inventories.
Facilities Services	1. Process DLIS 1783s to include requests for rooms, set-ups, furniture requests and turn-ins, moves, etc.	1. Submit DLIS 1783 with complete information or to e-mail address "J6BServices+" if using Form Flow software. DES must receive the request at least 24 hours prior to date of service. Request for special ADP equipment one week in advance for demos/briefings.
Fire Protection/ Emergency Services	1. Provide fire protection and emergency services and consultation as outlined in the DLA One Book Chapter, DLA Fire and Emergency Services Program. 2. Provide fire inspection services IAW National Fire Codes. 3. Provide regular inspection reports.	1. Comply with fire protection and emergency directives. Promptly respond to any abatement orders resulting from inspections.

DM
ME

ATTACHMENT OF ADDITIONAL SUPPORT REQUIREMENTS:
ISA #SB4201-07274-059

<u>CATEGORY</u>	<u>SUPPLIER SHALL</u>	<u>RECEIVER SHALL</u>
Mail Services	1. The Union will be permitted to use the internal mail distribution facilities to transmit official Union Correspondence. Mail service will be provided to AFGE room 2-1-64.	1. Operate its internal mail distribution. Follow supplier regulations. Mail must be in a sealed envelope with first line address to a specific individual. Apply necessary postage.
Publication Management Services	1. Provide web site address for all DLA Personnel regulations requested revisions/amendments thereto.	1. Request regulations and comply with supplier procedures.

Dim
MSR

MEMORANDUM OF AGREEMENT

The Defense Logistics Agency and the American Federation of Government Employees, Council 169 hereby agree to the following provisions regarding the designation of civilian positions within DLA as Emergency Essential (EE):

- 1) DoD defines an Emergency-Essential (E-E) Civilian Position as: A civilian position located overseas or that would be transferred overseas during a crisis situation or which requires the incumbent to deploy or to perform temporary duty assignments overseas during a crisis in support of a military operation. That position is required to ensure the success of combat operations or to support combat-essential systems subsequent to mobilization, an evacuation order, or some other type of military crisis.
- 2) The parties agree it is best to have willing volunteers for EE positions. Accordingly, vacant positions designated as EE shall be announced as such, and applicants selected for EE positions shall sign a written agreement documenting acceptance of the EE conditions of employment.
- 3) The Employer will provide information to applicants and employees to help them understand what it means to occupy an EE position. Such information may be in the form of promotional videos, web sites, personal counseling, printed material, and other appropriate means.
- 4) Incumbents of positions that management decides to designate as EE shall be notified in writing of this change.
 - a. Assignments and/or Designations shall not be made as either reward or punishment.
 - b. The notification letter shall include the DoD Directive 1404.10 – Emergency Essential DoD U.S. Citizen Civilian Employees. They will also be provided a DD Form 2365, Emergency Essential Position Agreement and the DLA Statement of Understanding and Agreement for Emergency-Essential Deployment Requirements, which they will be asked to sign.
 - c. The Agency will endeavor to address any employee concerns prior to the employee's decision regarding whether or not to sign the DD 2365. The notification letter shall include points of contact at the DLA Human Resources Center (DHRC) for questions concerning any aspects of EE

DR
DHL

DM
MS

DM 1/8/08
MS 1/8/08

requirements. Employees may also consult their Union representative regarding the matter.

- d. Unless mission requirements necessitate a shorter notice, employees will have 20 work days after receiving the notification package to inform the Agency of their decision to accept or decline signing the EE agreement form. Employees may request and the Employer will consider an extension to this time limit.
 - e. Should the employee decline to sign the EE agreement, the Employer will work with the Employee to identify available non-EE positions for which the employee is qualified in an effort to place the employee. The Agency will make every reasonable effort to retain these employees within their commuting area. Should the employee decline an offered position, or if a position is not available, he or she may be separated in accordance with applicable regulations. The employer will offer Voluntary Early Retirement and Voluntary Separation Incentive Payments as appropriate. Other benefits available to affected employees may include registration in the DoD Priority Placement Program, permanent change of station orders, and job placement assistance.
- 5) Those duties that must be performed while deployed and that qualify the position as EE will be placed in the Position Description and marked as such.
 - 6) Emergency essential employees who complete a deployment will be eligible for a cash award based upon their contribution to the mission.
 - 7) Emergency essential employees who are not deployed may be excused for up to three hours per week to engage in fitness activities at the worksite or installation fitness facility where the employee is working. Fees or expenses for membership or use of fitness facilities are the responsibility of the employee. Release of the employee is contingent upon the supervisor's determination that workload permits the employee to engage in fitness activities.
 - 8) Training for EE employees is based upon the requirements of their assignment and may include subjects such as safety, UCMJ, cultural sensitivity, and other matters determined appropriate by the Employer
 - 9) Medical examinations the Employer determines to be necessary will be at the Employer's expense. Exams may include provision of DNA samples, dental x-rays, or other appropriate records to facilitate identification of the employee.

[Signature]
Dum

[Signature]
ms

Dum
1/8/08

ms
1/8/08

- 10) EE determinations are based upon the duties of the position. If an employee occupying an EE position is selected for another position that is not designated as EE, the employee ceases to be EE. The employee may volunteer to remain EE and execute a new EE agreement. Should the Employer wish to convert the new position to EE, the requirements of paragraph 4 above will apply.

This agreement constitutes the full understanding of the parties. The provisions of this Memorandum of Agreement may be changed only with the mutual agreement of the parties.

Frank D. J. 3-21-07
For the Union Date

Jeffrey R. Neal 3-21-07
For the Agency Date

Don 1/8/08
ms 1/8/08

Don ms