

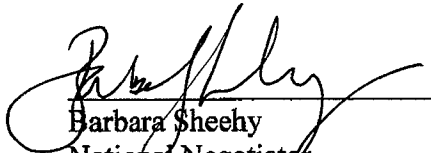
**MEMORANDUM OF UNDERSTANDING BETWEEN
THE FOOD AND DRUG ADMINISTRATION (FDA), CONFLICT
PREVENTION AND RESOLUTION (CPR) PROGRAM AND THE NATIONAL
TREASURY EMPLOYEES UNION (NTEU)**

The Conflict Prevention and Resolution (CPR) program was created as an informal resource outside of existing formal grievance and EEO complaint processes to address work-related issues. One of the primary goals of the CPR program is to assist employees with their workplace disputes in a way that avoids raising disputes to a more formal grievance process. CPR specialists create a sense of neutrality and, acting as facilitators, can often diffuse a situation before it escalates. This memorandum of understanding (MOU) contains the agreements of the parties concerning the CPR program and shall become effective upon execution by both parties.

1. Participation in the CPR program is voluntary and by mutual agreement of the affected employee(s) and the respective FDA supervisor/manager.
2. Employee participation in the CPR program will not toll established timeframes for filing formal grievances, Equal Employment Opportunity (EEO) complaints, or appeals to the Merit Systems Protection Board. During the initial meeting with the first point of contact (a CPR Program Specialist), the Specialist will inform bargaining unit employees (BUEs) that their participation in the CPR program does not toll either the 30-day negotiated timeframe for filing a grievance under the FDA-NTEU Collective Bargaining Agreement or the 45-day statutory timeframe for filing an EEO complaint.
3. A member of the CPR staff will send concurrent written notification (which includes electronic mail) to the affected supervisor/manager and the NTEU Chapter President of the chapter to which the affected BUE belongs when that BUE requests mediation. This notification will be sent as soon as possible after the request is made, but no later than two days before any mediation is scheduled. The NTEU Chapter President, or his/her designee, will be permitted to observe all mediation sessions provided the BUE agrees.
4. A CPR representative will meet with a representative from NTEU National, or his/her designee, and an FDA Employee/Labor Relations representative on a quarterly basis to discuss emerging issues and workplace conflicts. During this meeting, the CPR representative will provide the NTEU and the FDA Employee/Labor Relations representatives with any available, non-confidential information concerning issues, final outcomes and trends as determined by CPR. These documents may be sanitized to protect confidentiality. The CPR representative will also provide the NTEU and the FDA Employee/Labor Relations representatives with any documentation concerning CPR program recommendations for change in policy and practice where a particular dispute or set of issues reflects a larger systemic problem in the workplace.

5. CPR staff will respond to NTEU requests for advice, consultation and assistance in resolving workplace issues. CPR staff will serve as a conduit between NTEU, BUEs and management to facilitate a resolution to the conflict.
6. CPR staff will advise BUEs that issues affecting the FDA-NTEU Collective Bargaining Agreement may be discussed with union officials. The CPR staff will send written notification (which includes electronic mail) to the NTEU Chapter President of the chapter to which the affected BUE belongs regarding issues that impact the FDA-NTEU Collective Bargaining Agreement within a reasonable period of time after learning of the issue. Similarly, the CPR staff will send written notification (which includes electronic mail) to the NTEU Chapter President of the chapter to which the affected BUE belongs regarding issues that were not resolved through CPR within a reasonable period of time after the final session.
7. All participants in the CPR program, including any NTEU observers, agree to maintain strict confidentiality in the process, unless the affected employee(s) and supervisor/manager give permission to waive such confidentiality.
8. This MOU will expire upon the expiration of the current FDA/NTEU collective bargaining agreement or on the effective date of its successor, whichever occurs first. The Parties recognize that this MOU will remain in effect during the interim between the expiration of the current CBA and the effective date of any successor agreement.

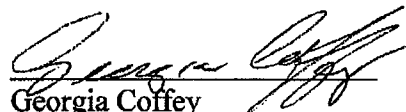
For the NTEU:


Barbara Sheehy
National Negotiator

Date:

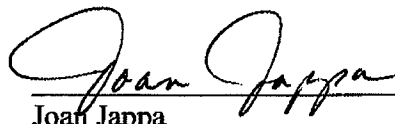
03/16/04.

For the FDA:


Georgia Coffey
Director, Office of Equal Employment
Opportunity and Diversity Management

Date:

March 12, 2004


Joan Jappa
Director, Conflict Prevention and Resolution

Date:

March 10, 2004