

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FOOD AND DRUG ADMINISTRATION
AND
THE NATIONAL TREASURY EMPLOYEES UNION CHAPTER 282

1. This agreement amends and supplements the memorandum of understanding (MOU) executed by the Food and Drug Administration (FDA) and Chapter 282 of the National Treasury Employees Union (NTEU) on July 26 2001. It is applicable only to relocation of bargaining unit employees in Phase 1 of the consolidation of the FDA at White Oak, Maryland and expires at the conclusion of that phase of the relocation. Provisions of the July 26, 2001 MOU not expressly modified by this MOU remain in full force and effect. Office moves occurring after the initial relocation of employees in Phase 1 will be accomplished pursuant to Article 5, Section 18 of the Collective Bargaining Agreement (CBA).
2. Paragraph 5) of the July 26, 2001 MOU is revised as follows: 5) Until one or more of NTEU's current offices is no longer necessary (i.e., because the population served has relocated), the FDA shall provide Chapter 282 with an additional interim office as indicated on the attached floor plans. The parties will mutually agree concerning office space to replace this interim office in conjunction with implementation of future phases of the White Oak relocation. This future agreement shall be consistent with Article 9 of the CBA.
3. The language of paragraph 6) of the July 26, 2001 MOU remains as originally written, but the floor plans attached to the agreement pursuant to that paragraph have been modified to correspond to the changes in the occupancy of the building. Specifically, the revised floor plans, which are incorporated into this agreement, call for laboratory and office space for both the Center for Drug Evaluation and Research (CDER) and the Center for Devices and Radiological Health (CDRH). The previous language of paragraph 6) was based on the assumption that CDER would be the sole occupant of the building.
4. Paragraph 7) of the July 26, 2001 MOU is revised as follows: 7) The parties agree that, with certain exceptions set forth below, bargaining unit employees will be given the opportunity to choose their office space in the following manner:
 - a) NTEU agrees to administer the process of ascertaining employee choices pursuant to this agreement. The FDA will provide NTEU with information necessary to accomplish that task (for example, Federal service computation dates and annotated floor plans) by not later than 12 p.m. on July 23, 2003. NTEU will provide the employees' office choices to the FDA not later than July 31, 2003.
 - b) Bargaining unit employees will be permitted to choose their offices from among those available in the organizational components to which they are assigned (as shown on the attached floor plans) in order of grade (first criterion) and Federal service computation date (tie-breaker). Starting at the highest grade, the bargaining unit employee in each organizational component with the greatest amount of federal service shall choose first, followed by the bargaining unit employee in that same

grade with the next greatest amount of federal service, and so on. This process shall be repeated at the next highest grade until all employees have selected their offices.

- c) In the event of a tie, pursuant to Article 5, Section 18 of the CBA, Departmental and, then, if necessary, FDA seniority will be used to break the tie.
 - d) Some bargaining unit employees shall be required to occupy shared offices. FDA management shall identify all double-occupancy offices prior to employee selections (see attached floor plans). Such offices shall be furnished as double-occupancy offices.
 - e) Bargaining unit employees who, due to leave or other circumstances, will not be available to make their choices may provide management with a written delegation authorizing another individual to choose for them. Management will furnish such delegations to NTEU, which will honor choices made pursuant to such delegations. If an employee cannot be reached in time to make a selection or provide a written delegation authorizing another individual to choose for him or her, the employee's supervisor, after consultation with the appropriate NTEU representative, shall choose for the employee. CDER management shall, after consultation with the appropriate NTEU representative, choose an office for one GS-13 investigator who has not yet been appointed, but who is scheduled to enter on duty in August 2003.
 - f) If a bargaining unit employee leaves the FDA or accepts another position not involved in the Phase-1 relocation after office choices have been made but before employees actually relocate to the White Oak site, that employee's replacement shall occupy the vacant office.
5. As exceptions to Paragraph 5 above, due to functional requirements, specific employees designated on the attached floor plans shall occupy the following offices:
- a) Employees whose primary office is at a location other than the Phase-1 (rooms 4062 and 4064);
 - b) CDRH Branch Secretaries (rooms 3072, 4011, and 4070)
 - c) Custodian of files located in room 1014;
 - d) CDER Technical Information Specialist (room 2003);
 - e) Specially equipped room (room 1003)

For the NTEU:

For the FDA:

Eugene Freedman
NTEU National Field Representative

Russell J. Abbott
Director, Office of Management
Center for Drug Evaluation and Research

Dennis D. Broud
Steward, NTEU Chapter 282

Frank V. Benedetti
White Oak Coordinator
Center for Devices and Radiological Health

Joy B. Lazaroff
Vice President and Steward
NTEU Chapter 282

Ernest G. Lunsford, Jr., P.E.
Director, White Oak Consolidation Program

Douglas P. Chadwick
Steward, NTEU Chapter 282

Alfonzo Hilliard
Acting Labor Relations Officer

Executed: July 23, 2003