

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

This Memorandum of Understanding (MOU) negotiated pursuant to Article 3 of the Food and Drug Administration (FDA)/National Treasury Employees Union (NTEU) Collective Bargaining Agreement (CBA), is entered into for the purpose of facilitating a smooth, professional transition to the FDA's new location in White Oak, Maryland and is applicable only to implementation of Phase 2 of the consolidation of FDA at White Oak (Center for Drug Evaluation and Research [CDER] Office Building). This MOU does not preclude negotiations, pursuant to the requirements of law and the provisions of the CBA, on any topics or issues that may arise in connection with subsequent phases of the consolidation or with other management-initiated changes occurring during the FDA's occupancy of the White Oak facility. FDA shall appropriately notify NTEU, pursuant to the CBA in effect at the time, of all subsequent changes that trigger an obligation to bargain.

1. Office Space Allocation

The FDA will allocate 50% of the window offices in the CDER Office building to bargaining unit employees. For this purpose, window offices are those, of any size, that have one or more exterior windows except for offices that are part of the immediate office suites of Office Directors. This includes all offices designated C/D, E/F, or G/H in the floor plans furnished to NTEU prior to the negotiations resulting in this MOU. Offices that do not have exterior windows within them but that are located immediately adjacent to interior walkways that have exterior windows are not considered window offices. The FDA will identify which specific window offices are available for selection by bargaining unit employees.

2. Office Selection

The FDA will initially assign office space to organizations by function. The FDA has determined that Office Directors will identify functional groupings within an Office, Division, or other work unit. Within each functional group identified by Office Directors, bargaining unit employees will select offices in order based on the process described below.

- a. The FDA will place bargaining unit employees in rank order based on a score assigned to each employee comprising the total of 1) a number of points equal to his/her GS-grade (e.g., GS-13 equals 13 points), 2) a number of points equal to his/her number of years of Federal service (as determined by his/her Federal service computation date augmented by any military or commissioned corps service not already included in the Federal service computation date) and rounded to the nearest

year (e.g., 12 years 7 months of service equals 13 points). The examples used in 1) and 2) above result in 26 points.

- b. In case of a tie, the bargaining unit employee with the earliest Federal service computation date will choose first. If there is still a tie, the bargaining unit employee with the greatest amount of Department of Health and Human Services (DHHS) service will choose first. If there is still a tie after that, the bargaining unit employee with the greatest amount of FDA service will choose first.
 - c. The FDA will give each bargaining unit employee an opportunity to select his/her office from among those allocated to his/her functional group in an order determined through the application of the formula described above (i.e., the bargaining unit employee within each functional group with the most points will select first, and so on).
 - d. If a bargaining unit employee is absent when the office selection for his/her functional group is to be made, the employee has the right to assign the selection of his/her office to a proxy. A proxy is another bargaining unit employee who has been given written authorization by the absent employee to select on his/her behalf. The following rules shall apply to the use of proxies:
 - 1) An employee may select by proxy if he/she is unable to be physically present at the announced time of office selection.
 - 2) Any bargaining unit employee may serve as a proxy for any other bargaining unit employee.
 - 3) All proxies must be designated in writing and the designation must be signed and dated by both the bargaining unit employee and the proxy. An NTEU steward shall witness the proxy designation.
 - 4) In lieu of a proxy, a bargaining unit employee who is unable to be physically present may participate in office selection by teleconference or video teleconference (if available).
 - e. In the absence of either the bargaining unit employee or his/her proxy, a representative designated in writing by NTEU will select an office for the bargaining unit employee in consultation with the management representative for the organization. If the NTEU and management representatives do not agree, the NTEU representative's choice prevails.
 - f. Management will not select offices for bargaining unit employees except for 1) employees assigned to immediate offices and 2) support employees assigned to work stations not located in individual employee offices.
3. Changes Prior to Phase 2 Relocation

Upon completion of the office selection process described above, the offices identified for occupancy by bargaining unit employees shall, to the maximum extent feasible, remain available for use by bargaining unit employees up through the time the relocation takes place.

To the extent that unforeseen events require changes prior to relocation, the FDA agrees to notify NTEU pursuant to Article 3 of the CBA and bargain to the extent required by law. Any changes in office space after the Phase 2 relocation will be accomplished pursuant to Article 5 of the CBA or the appropriate provisions of any successor CBA.

4. Furniture

NTEU has been included on a continuing basis in the process of selecting furniture for the Phase 2 relocation. The parties agree that that process has been mutually satisfactory as a means of addressing management and employee concerns about furniture for the new facility. The FDA agrees that it will continue to include NTEU in this process. The FDA further agrees to provide NTEU with information that identifies offices in such a way that employees will be able to determine which furniture configurations are compatible with those offices prior making their office selections.

5. Parking

The parties agree that concerns related to parking for bargaining unit employees at the White Oak facility will be addressed through Article 52 of the CBA or the appropriate provisions of any successor CBA.

For the NTEU:

For the FDA:

SIGNED

SIGNED

Bernice Friedlander
President
NTEU Chapter 282

Mark E. Meredith
Management Analyst
CDER

SIGNED

SIGNED

Dennis D. Broud
Steward, Chapter 282 NTEU
Co-Lead Negotiator, CDER Office Building #1
White Oak

Alfonzo Hilliard
Senior Labor Advisor
Rockville Human Resources Center

January 13, 2005