

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL TREASURY EMPLOYEES UNION
(CHAPTER 282)
And
U.S. FOOD AND DRUG ADMINISTRATION
CENTER FOR FOOD SAFETY AND APPLIED NUTRITION**

In order to better serve the American public and its stakeholders in the 21st century, the Center for Food Safety and Applied Nutrition (CFSAN) has proposed a reorganization that affects many aspects of its current structure.

As NTEU, Chapter 282 is the official representative of all bargaining unit employees at FDA/CFSAN, the union reviewed the CFSAN plan through a series of meetings with bargaining unit employees within each existing Office. Employees were given time to participate in this review by their Office Directors. Each meeting was facilitated by a union steward. Employees were encouraged to share their views, concerns, criticisms and suggestions. The union representative explained that these comments would be discussed with Dr. Brackett or his designate before the union concluded negotiations on the reorganization. (Meetings were scheduled from November 15 to January 5, 2007.)

Briefings with Dr. Brackett and the senior CFSAN staff in September, 2006, prepared the union stewards with a solid overview of the evolving plan. This enabled union facilitators to answer most of the questions that were raised during these Office meetings. Those questions that required additional responses were discussed with CFSAN's Director and/or Deputy Director(s).

It was explained to employees that the proposed reorganization should not have a negative impact on bargaining unit employee grades. CFSAN has apprised NTEU that bargaining unit employees' rights under the Collective Bargaining Agreement are protected and this MOU is designed to support a smooth transition to the new structure over the course of the next year.

Employee physical moves under this reorganization will be conducted according to the existing Memorandum of Understanding Regarding Assignment of Space in the New College Park Facility (March 2001). If exceptions to the existing MOU are necessary, both parties agree to resolve their differences through mutual agreement.

We agree to the followir

1. Every effort will be made by management to put in place an updated or new position description (PD) for each bargaining unit employee within 270 calendar days after the

reorganization goes into effect. Both parties recognize that additional time may be necessary. In the event that CFSAN management requires additional time to complete revised or new PDs, both parties will agree to a mutually acceptable extension of time. The new/updated PD will be written to support the employee's grade including promotion potential where that is appropriate. Any PD(s) that cannot support an employee's prior grade or promotion potential will be discussed with the union.

2. CFSAN Management expectations during the transition period will be clearly stated within each work unit during the first weeks following the implementation of this reorganization. The expectations may be communicated either verbally through staff meetings and/or through written email.

3. Employees who have been previously through the peer-review process will not be required to re-submit to the peer-review process. However, their PD's, whenever possible, will be written to support the employee's grade level. (See statement 1).

4. Functional statements which define the roles and responsibilities for each supervisory unit should be shared with affected employees as soon as practicable.

5. Supervisors will meet with each bargaining unit employee to obtain input for their Individual Development Plan (IDP). Employees, who request an IDP, will have the opportunity to develop it in concert with the supervisor. Employees will receive an Individual Development Plan within 120 days after the reorganization goes into effect.

CFSAN Staff College continues to offer IDP training for both supervisors and employees. Each employee will be responsible for attending this training as needed to fulfill this agreement. Supervisors will approve IDP training for requesting bargaining unit employees subject to funding and training course availability. Supervisors agree to become familiar with the IDP process and will work cooperatively with employees in designing and implementing the IDP.

6. For those bargaining unit employees who are undertaking new duties and responsibilities, a discussion of reasonable training expectations will be held soon after the reorganization takes effect. The full range of training options including on-the-job, on-line, classroom, etc. should be utilized to assure that employees are receiving the necessary training within a year following the implementation of the reorganization.

Consultation between the supervisor and the employee regarding essential training will be ongoing so necessary adjustments to training can be made including the need to repeat training when that is required. Training will be subject to funds and training course availability.

7. Supervisors should meet with each bargaining unit employee generally at mid-year to review the employee's performance plan. This should be accomplished in a timely manner according to CFSAN deadlines established by the Center Director. Likewise

supervisors agree to hold timely end of year reviews and produce final performance appraisals according to established Center deadlines.

8. Center and union officials agree to review bargaining unit status for all CFSAN employees whose status is in question due to the reorganization. A copy of the employee list is included in the CFSAN reorganization proposal.

9. We agree that it is in the Center's best interest to have permanent supervisors in place as soon as possible following the implementation of this reorganization.

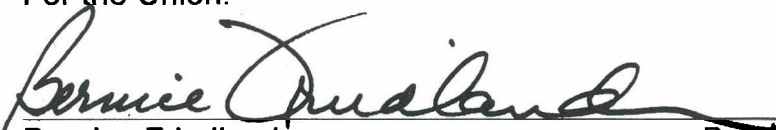
10. Both parties pledge to work together to build a greater spirit of cooperation and improved morale throughout the new CFSAN.

11. For at least the first six months after the reorganization is in place, CFSAN and NTEU agree to meet monthly to discuss the impact and implementation of this agreement on the bargaining unit employees.

12. Both parties agree that the implementation of the proposed reorganization, will be handled in accordance with related matters covered by the CBA and will take effect upon the signing of this Memorandum of Understanding, and approval of the reorganization by the FDA Commissioner.

13. This MoU will expire 270 days after its effective date.

For the Union:

 2-27-2007
Date

Bernice Friedlander
President and Lead Steward for
CFSAN Reorganization
NTEU Chapter 282

For the Center:

 2-27-2007
Date

Thomas Williams, M.B.A.
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Center for Food Safety
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