

**A MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE FOOD AND DRUG ADMINISTRATION
CENTER FOR DEVICES AND RADIOLOGICAL HEALTH (CDRH)
AND
THE NATIONAL TREASURY EMPLOYEES UNION, CHAPTER 282
CONCERNING
THE RELOCATION OF CDRH EMPLOYEES
TO WHITE OAK BUILDING 66**

The parties, the Food and Drug Administration, Center for Devices and Radiological Health (FDA/CDRH), hereinafter the Employer and the National Treasury Employees Union (NTEU) Chapter 282, hereinafter the Union, as represented by the undersigned, agree to the following:

1. Office Space Allocation

An exterior window office is defined as an office with a window that faces an outside portion of the building. Exterior window offices in Building 66 will be allocated with the bargaining unit employees (BUEs) receiving a minimum of 57% of exterior window offices and a maximum not to exceed 60% based on the Employer's determination that a higher percentage can be supported. The final percentage agreed by both parties will be reached using the Employer's exterior window office data reports to determine the actual number of exterior window offices. The Employer will provide their data reports that generate the final percentage of exterior window offices to the Union within five working days.

An atrium window office is defined as an office with a window that faces the atrium portion of the building. BUEs will also receive at least 50% of the atrium window office space.

An interior office is defined as an office which is facing an adjacent hallway across from either an exterior window office or an atrium window office. These offices will be allocated using the Office Selection Priority and/or Office Selection Process as described in items 2 and 3 respectively.

2. Office Selection Priority

The Employer will initially assign office space to CDRH office organizations by function. The functional groupings will be at the Office, Division, and Branch or Team levels. (Note: CDRH/OIVD does not have branches, they have teams.) Any functional grouping at a lower level will be negotiated with the Union on a case by case basis.

Within each functional grouping, BUEs will select offices in priority order based on their numerical score that takes into account grade and years of service as reflected by federal leave category (i.e., 4, 6, and 8).

Each employee's score will consist of the sum of the employee's current grade plus the employee's federal leave category. For example, a GS-13 employee who has a leave category of 6 is awarded nineteen (19) points. In the case of identical scores, Federal service computation date (SCD) will serve as the tie-breaker.

BUEs in each functional group will be ranked in order of score from highest to lowest to determine their initial selection order. Upon completion of this Office Selection Priority item as described above, the selection rosters will be finalized and issued.

3. Office Selection Process

Based on the Office Selection Priority method, we agree to the following process and procedures:

- a. Office selections will be held concurrently across all Center components so that the selections process does not adversely affect the move schedule.
- b. Management will designate offices for all of the managers to the Branch Chief level (or Team level for CDRH/OIVD), in all functional groupings (as described in item 2 above) during the initial office selection process.
- c. Management may then designate offices for the other non-BUEs, consistent with Office Space Allocation as described in item 1 above. Management will present a draft proposal of office allocation to the Union for review. The parties agree that Union representatives will review the management designated office plans to ensure that the proposal complies with the agreed upon criteria for space allocation. The parties agree that the Union can reasonably reject 10% of management's designations of the non-management, non-BUE's spaces.
- d. Management will not select BUE offices, with the following exceptions: (1) employees assigned to an Immediate Office suite; and (2) support employees assigned to work stations not located in individual employee offices.
- e. After this process described in item 3c above, Management and the Union will allow BUEs to select the remaining office space based on the process described in number 2 above.

- f. The BUE selection process shall begin within five calendar days of the effective date of this agreement.
- g. FDA will rank all BUEs according to the formula above. A spreadsheet with the names in ranked order for each functional unit will be provided to the Union (both electronic and hard copies).
- h. The FDA will give each BUE an opportunity to select an available office from among those allocated to the employee's functional group in the order described in item 2 above.
- i. If a BUE is absent when the office selection for the employee's functional group is to be made, the employee has the right to assign the selection of their office to a proxy. A proxy is another BUE who has been given written authorization by the absent BUE to select on the absent BUE's behalf. The following rules shall apply to the use of proxies:
 - (i) An employee may select by proxy if the employee is unable to be physically present at the announced time of the office selection.
 - (ii) Any BUE may serve as a proxy for any other BUE.
 - (iii) All proxies must be designated in writing and the designation must be signed and dated by both the BUE and the proxy. A Union steward shall witness the proxy designation.
- j. In the absence of either the BUE or the BUE's proxy, a representative designated in writing by the Union will select an office for the BUE. The Union agrees to provide representatives as needed in a timely manner so this does not delay the office selection process.
- k. Employees shall be provided access to a copy of the floor plan prior to selecting their office. In addition, the Employer shall provide a copy of the move schedule when one becomes available and all changes to said schedule to the Union and the affected BUEs as changes occur.
- l. Larger and more legible floor plans will be available for each Division throughout the Center during the selection process.

4. Changes Prior to CDRH Relocation to Building 66

Upon completion of the office selection process described above, the offices identified for occupancy by BUEs shall, to the maximum extent feasible, remain available for BUE occupancy up through the time the relocation takes place. To the extent that unforeseen events beyond the control of the Employer require changes prior to relocation, the parties agree to proceed with the relocation and to satisfy any bargaining obligations immediately thereafter. If changes occur in the allocation of a functional unit's space subsequent to the effective date of this agreement but prior to office moves, the MOU will apply to the relocation of that functional unit's BUEs.

5. Furniture

The Union has participated on a continuing basis with the Employer in the process of selecting furnishings, color schemes, etc., for the CDRH relocation. The parties agree that the process has been mutually satisfactory. The Employer and the Union agree to continue working together on this process.

The Employer further agrees to provide the Union with representative floor plans of the furniture installations. The employees will be able to view the furniture configuration of offices prior to making their office selections.

6. Parking

All parking assignments will be allocated in accordance with The White Oak FDA-NTEU Parking Committee and under the provisions of Article 52 of the current Collective Bargaining Agreement (CBA) or the appropriate provisions of any successor CBA.

7. Reasonable Accommodations

To the extent possible, reasonable accommodations shall be provided to those BUEs who provide the necessary medical documentation to the Employer in accordance with law, rule and regulation.

BUEs will be permitted to move their chairs, keyboard trays, or any office equipment personally provided by virtue of a reasonable accommodation or special medical situation. The Employer will be responsible for physically moving the above referenced items.

8. Occurrence of Office Moves

To the extent possible, all office moves will occur during the weekends.

9. Inspection of Offices by Bargaining Unit Employees

Following the office selection process, BUEs may inspect their new offices on a day and time designated by the Employer. At the time of the inspection, the offices may or may not be equipped with furniture. Employees are encouraged to report to the Employer any deficiencies they observe. The Employer will make its best efforts to accommodate such requests within a reasonable period of time.

10. Cleaning supplies

Upon request and immediately after the move, the Employer will provide cleaning supplies to employees impacted by the move so that they may clean their offices.

11. Packing and Unpacking Business Items

The Employer shall provide BUEs a reasonable amount of duty time to pack and unpack their offices and belongings/personal items. Accommodations will be made on a case-by-case basis for employees whose work may be interrupted due to the installation of computers and/or other equipment related to this move.

Employees will pack/unpack the business items contents of their offices, such as files, office supplies, research materials, and other similar objects that can be reasonably accommodated in the new office. Once placed in totes/boxes, the Employer will move such totes/boxes from the current work location to the new work location. The Employer will pack and move desktop computers, printers, telephones, and related communications equipment.

Employees will remove all personal items from their existing offices prior to their assigned moved date. We understand that the Employer's agreement with contract movers does not provide for the reimbursement of missing or damaged personal items.

Employees will be required to move their laptop computers.

12. Water Quality Data

The Employer shall provide testing results about the quality of the water in Building 66, prior to BUEs moving to the building.

13. Defibrillators and First Aid Kits

The Employer shall install defibrillators and first aid kits in readily identifiable and easily accessible locations on all floors of Bldg. 66.

14. Outstanding Issues

Within 90 days after the final CDRH component move has been completed, and upon request by either party, the parties will meet to discuss any outstanding issues including but not limited to the following:

- a. Enhancing the privacy of atrium and entry door windows.
- b. Concerns related to air quality (e.g., radon or synthetic fibers).

Each party may have four representatives at this meeting. Further negotiations on any other outstanding issues will be held as deemed necessary by either of the parties.

15. Duration

This agreement will become effective upon Agency Head review in accordance with 5 USC Section 7114 (c) (2) or on the thirty-first (31st) day after its execution date, whichever occurs first. It will terminate one year after the date that the final CDRH component move is completed.


This agreement applies solely to the initial CDRH move to Building 66 at White Oak and does not establish a precedent for the future relocation of other FDA components to White Oak.

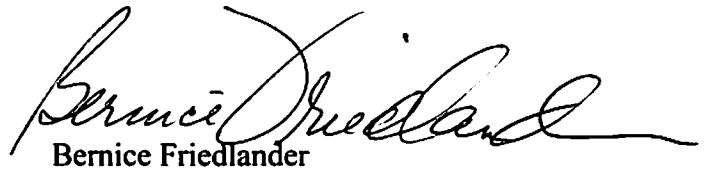
Upon expiration, it shall be superseded by any subsequent agreements reached between FDA and NTEU regarding the topics outlined above.

For the FDA

For the NTEU

Date: 4/20/2009


Frank V. Benedetti


Bernice Friedlander