

MEMORANDUM OF UNDERSTANDING (MOU)  
Dallas District Office  
San Antonio Resident Post

The following constitutes the Memorandum of Understanding between the Food and Drug Administration (FDA or the Employer) and the National Treasury Employees Union (NTEU or the Union). Both parties agree to the following process in order to facilitate assignments of workstations located at the San Antonio Resident Post as depicted in the attached, signed, and dated diagram. When the term "days" is used it means work days.

There are four (4) 8 x 8 modular workstations, five (5) 8 x 10 modular workstations, and three (3) 8 x 12 modular workstations located at the San Antonio RP located at Airport Center - 10100 Reunion Place, Suite 100, San Antonio, TX 78216. The 8 x 12 modular workstations are reserved for GS-13 CSOs.

Office workstation selection for available 8 x 10 modular workstations and 8 x 8 workstations will be determined in the following order:

- 1) Entry on Duty Date, 2) Federal Service Computation Date (SCD). When there is a tie for a workstation, the employees will attempt to resolve informally. If the employees are unable to resolve between themselves, The Employer and Union will work through consensus to determine a process by which the tie can be resolved.

The Employer will notify employees and NTEU when workstations are available and will identify the available workstations as depicted in the attached diagram. The Employer will also notify NTEU and employees in advance when the selection process will be implemented. The Employer will post all available work space selection options in a space diagram on the bulletin board. Employees based on the selection process above, will enter the time and date along with his/her initials next to the workstation they select. The Union may be present telephonically during the selection process or designate an ad-hoc representative to observe this process. When a Union representative or ad-hoc representative is not appointed, management will share the documentation of the process with the union upon request.

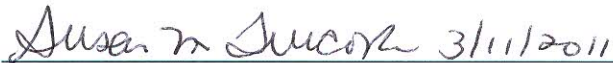
An incumbent in a workstation will not be asked, nor expected, to vacate their occupied space to accommodate an employee of a higher grade or the arrival of an Employee with a longer SCD.


Employees will be provided a reasonable amount of duty time to pack, move, and unpack their work-related files, papers, personal belongings in connection to moving to the new workstation.

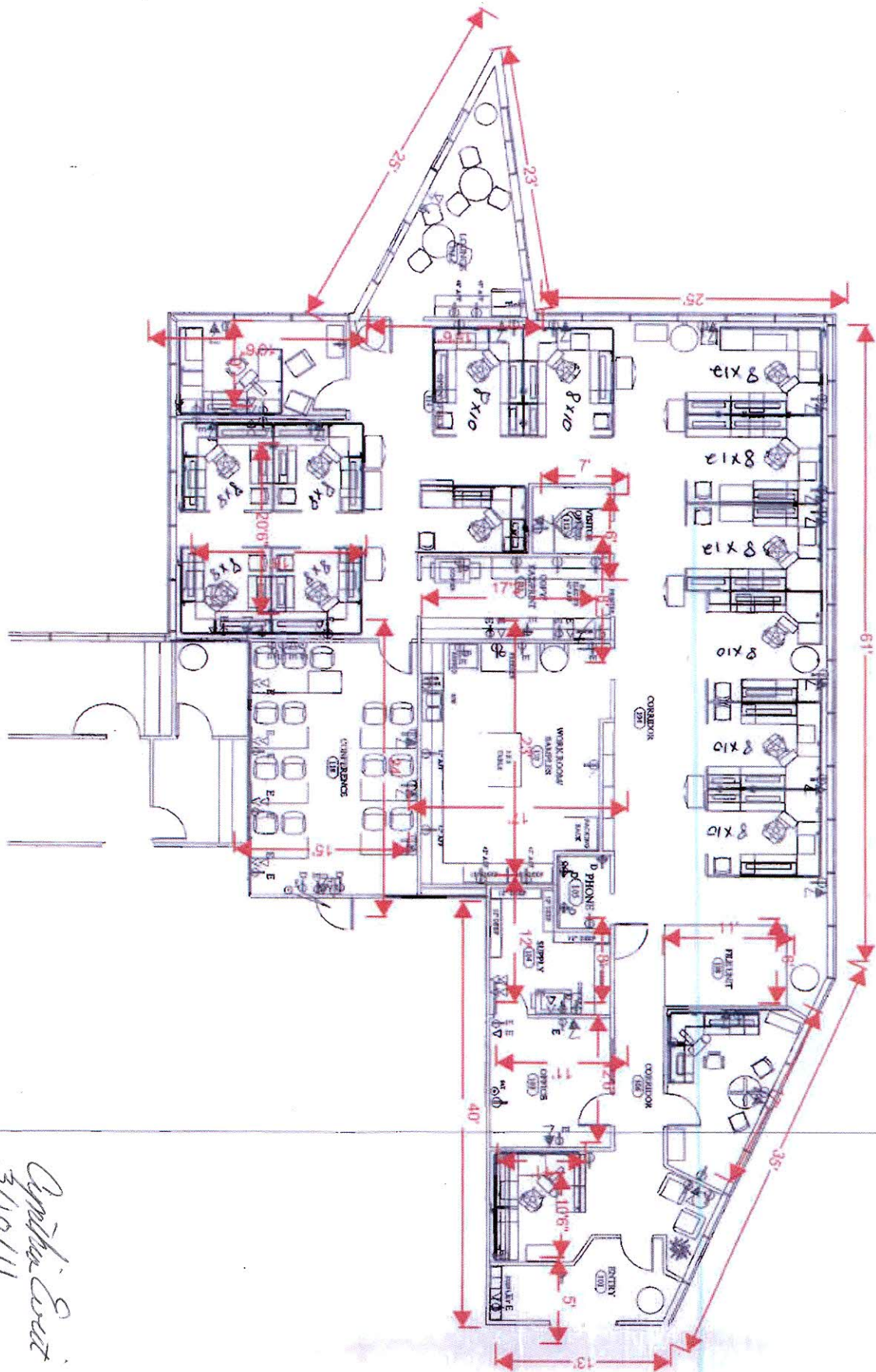
Employees will be provided with 24 hour access to the office unless unforeseen security changes become necessary. The employer will conduct and certify completion of training covering security and emergency evacuation procedures and other relevant health and safety issues at the work site for all employees.

A copy of this MOU will be provided to each affected employee. The Employer will also post this MOU on the Dallas District's "NTEU General" internet site within fourteen (14) days.

This MOU will expire after three (3) years or at the time of a new Collective Bargaining Agreement, whichever comes first.

  
Susan M. Turcovski      Date  
Director Investigations Branch, Dallas District

  
Cynthia Evitt      Date  
President, NTEU Chapter 254



San Antonio RP

*Cynthia Cruz*  
 3/10/11  
 Susan M. Suarez  
 3/11/2011