

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATIONAL TREASURY EMPLOYEES UNION (UNION)  
and  
FEDERAL DEPOSIT INSURANCE CORPORATION (EMPLOYER)  
  
SPACE AGREEMENT**

The following represents an agreement between Chapter 207, NTEU and FDIC regarding the relocation of a work unit consisting of FDIC employees to all FDIC facilities in the Washington area.

**1. OFFICE DESIGN**

**Section 1**

The lighting throughout all employee work areas will be in accordance with the local code, applicable industry consensus standards and will be sufficient to promote a healthful and productive working environment.

**Section 2**

A sufficient number of electrical outlets will be provided and located in such a way so as to allow employees to perform their assigned duties and responsibilities.

**Section 3**

In the event lighting is determined to be inadequate pursuant to local code or applicable industry standards, affected employees will be provided with necessary supplemental lighting.

**2. HEALTH AND SAFETY**

**Section 1**

The temperature maintained throughout employee office spaces will be in accordance with the prevailing lease and with applicable laws and industry consensus standards. The FDIC agrees to take necessary steps to heat/cool the building on weekends, if requested by a Division/Office Director or Deputy.

**Section 2**

All employee work areas including corridors and stairwells shall conform to the local code and Federal regulations, to the extent practicable.

**Section 3**

The FDIC agrees to request that the landlord conduct annual water and air quality tests. If the Landlord declines the FDIC will conduct such tests subject to the landlord's approval. A copy of any such test results will be provided to the FDIC who will make the test results available upon request. A copy will also be provided to the UNION.

**Section 4**

All employees will be provided with appropriate furniture in order to perform assignments, including assignments using video display terminals (VDTs).

## **Section 5**

The FDIC shall take whatever actions are necessary to alleviate any identified noise problem associated with existing or newly purchased computer printers and other similar sound generating equipment without diminishing the convenience of the current placement of the equipment. Examples of appropriate actions include enclosing areas where printers/equipment are located or purchasing acoustically soundproof printer/equipment covers. Upon request, ambient noise levels will be checked.

## **Section 6**

The FDIC will conduct a health and safety walk through of each FDIC facility after employees have been moved, which will include a representative selected by NTEU.

### **3. EMPLOYEE WORK/OFFICE SPACE**

#### **Section 1**

Each employee will be provided with an adequate amount of work and storage space to perform their assigned duties and responsibilities. FDIC will consult with the employees on their work and storage space needs.

#### **Section 2**

An employee's permanent office space shall be maintained in accordance with the previously negotiated and agreed to space standards for the facility they are assigned to. If the FDIC determines to redesign space at any FDIC facility, the Facilities Design Guide (Circular 3010.2) Space Standards will be used to the maximum extent feasible.

#### **Section 3**

Reasonable accommodations will be made for any employee who is permanently or temporarily disabled. Such employees may file a FDIC Request for Barrier Removal or Reasonable Accommodation (Form 2710/02 – 10/98) in accordance with instructions contained therein. Such forms will be provided to employees by the Office of Diversity and Economic Opportunity or will be provided on the FDIC webpages. The FDIC shall post a notice regarding the availability of such forms on all bulletin boards where employee notices are customarily posted.

### **4. EMPLOYEE OFFICE SELECTION**

#### **Section 1**

Within a work unit of FDIC, full-time employees and part-time employees that work at least 6 (six) days in a pay period will select their office according to their current grade and seniority within the unit.\* After all full-time employees and part-time employees (who work at least 6 (six) days in a pay period) within a particular grade have made their office selection, other part-time employees (employees who work less than 6 (six) days in a pay period) of the same grade will select their office.

\*Seniority within the unit is defined as follows:

- a) the time before, during and after a detail counts towards seniority in the unit for an employee who is detailed from one unit to another and returns to the original unit
- b) a detailed employee has no seniority in the unit to which he/she has been detailed

- c) if an employee takes a position in another unit at FDIC and then returns to the original unit, the time before leaving the unit and after return to the unit counts towards seniority in the unit
- d) if an employee in a unit leaves FDIC and subsequently returns to FDIC and is returned to the same unit he/she was in when they left FDIC, the time before leaving the unit and after return to the unit counts towards seniority in the unit

## **Section 2**

For employees who are the same grade and entered the work unit on the same date, seniority in service will be used as the tie-breaker. Seniority is defined as a combination of FDIC/RTC/FHLBB service. FHLBB service is defined as Federal service of those employees who were reassigned to FDIC/RTC from the FHLBB pursuant to FIRREA.

## **Section 3**

An employee who enters an existing work unit where an office/work unit relocation is not taking place and the work unit is already established, will be placed in available office space.

## **Section 4**

Except in cases described in Part 4, Section 8 below, in no case will an employee be required to vacate his or her office unless required to do so because of relocation. Specifically, no employee will be moved solely on the basis of a more senior person entering the work group that is otherwise not relocating.

## **Section 5**

For buildout or design purposes, the grade shall mean target grade when a complete renovation of a block of space is planned. After the space is designed, the employee will be able to select space in accordance with Sections 1 and 2 as described above.

## **Section 6**

For purposes of this agreement, a work unit is described as any established subsection or group within a division, office, branch, section or unit. If there are no established subsections or groups within a section, division, branch, section or unit, the division, office, branch, section or unit shall constitute the work unit.

## **Section 7**

At a minimum, employees will be provided access to pertinent floor plans two (2) weeks prior to being required to make their office selection. To the maximum extent possible, employees will be provided copies of the seniority list for their work groups' office selection no less than 2 (two) weeks prior to being required to make their office selection.

## **Section 8**

Notwithstanding anything in Part 4, Section 4, an employee's grade level will not prevent him or her from being assigned prime space (office or larger workstation) than that to which he or she is entitled if such space is available in the work unit. If an employee is assigned space larger than their normal entitlement, the employee will be given a letter signed by their supervisor at the time the space is assigned. The letter will notify him or her that the space assignment is temporary and that he or she will be required to vacate the space if another full-time or part-time employee becomes eligible for that space.

**5. BREAK/LUNCH AREAS**

There will be a coffee station and kitchen area where practicable. Each kitchen area will include a microwave, a sink with hot/cold running water and a 16 Cubic Foot refrigerator.

**6. SECURITY**

A card key or equivalent system will permit employees access to the main entrances at FDIC facilities, as well as their office space. The FDIC agrees to provide notice and opportunity to bargain over impact and implementation as required by law and regulation.

**7. HANDICAPPED ACCESS**

**Section 1**

Handicapped building access and facilities will be provided pursuant to the appropriate local code and Federal regulations, to the extent practicable.

**Section 2**

Upon request, handicapped employees will be provided with a tour of the building prior to relocation.

**8. DISTRIBUTION OF MOU**

The FDIC agrees to distribute this agreement to all affected employees and will display it on the DOA/PSB/LEERS and Chapter 207's Intranet sites.

**9. EFFECTIVE DATE**

This Agreement shall remain in effect until January 21, 2002, and shall be automatically renewable for additional one (1) year periods unless either Party notifies the other Party, in writing, at least sixty (60) days prior to the expiration date of its intention to reopen, amend, modify, or terminate this Agreement.

Signed at Washington, D.C. this \_\_\_\_ day of \_\_\_\_\_, 2000.

FOR THE NATIONAL TREASURY EMPLOYEES  
UNION, CHAPTER 207

FOR THE FEDERAL DEPOSIT  
INSURANCE CORPORATION

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