

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

NTEU/FDIC Past Practice for 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) week 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 two (2) 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.

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