

MEMORANDUM OF UNDERSTANDING

between

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
(IFPTE), LOCAL 94

and

DEPARTMENT OF ENERGY, IDAHO OPERATIONS OFFICE

1. Applicability

This Memorandum of understanding is entered into by the Department of Energy, Idaho Operations Office, hereinafter referred to as the EMPLOYER, with the International Federation of Professional and Technical Engineers, Local 94, hereinafter referred to as the UNION. This Memorandum of Understanding is applicable to implementation of the Idaho Operations Office (NE-ID) reorganization of 2004 and nothing else.

2. The EMPLOYER and UNION agree that a unit clarification will be conducted within 90 days after implementation of the reorganization. The purpose of the unit clarification will be to insure that proper bargaining unit status determinations have been made.
3. The EMPLOYER agrees that the SF 50 personnel actions will not be completed until negotiations are completed. Signing of this agreement by both parties constitutes completion of negotiations.
4. The EMPLOYER agrees that prior to implementation, bargaining unit employees will be allowed to request reassignment to a different organization if they feel their present assignment is not correct. The window of opportunity for requesting such reassignments will end two weeks after implementation of the 2004 reorganization. A representative of the Union may attend discussions in which the EMPLOYER will consider employee preference (s). Supervisors and employees will finalize any resulting reassignments with the supervisor's submission of an SF 52 to HRD within two weeks of implementation of the 2004 reorganization.
5. The EMPLOYER agrees to complete job specific position descriptions within 90 days after implementation of the reorganization.
6. The EMPLOYER agrees that before any bargaining unit employee is assigned to a new supervisor of record, the previous supervisor shall perform a summary performance appraisal of the employee's work. This summary appraisal could be as simple as an e-mail of written feedback that will be provided to both the employee and new supervisor.

7. The EMPLOYER agrees that current performance agreements will remain in place until the employee and supervisor can discuss changes in work scope following the reorganization. The EMPLOYER agrees to continue its long-standing practice of allowing employees to provide input to the supervisor with respect to the development of performance agreements. The EMPLOYER agrees that any changes to the PA are subject to I&I bargaining.
8. The EMPLOYER agrees that all NE-ID supervisors will be required to provide a briefing to any newly assigned bargaining unit employees concerning expectations regarding timecards, weeklies, alternate work schedules, flexi-place, etc.
9. The EMPLOYER agrees that all future changes to the organization shall be proposed to the UNION prior to the implementation.
10. The UNION agrees that the EMPLOYER can fully implement the ID reorganization as of the date of this MOU.
11. This MOU may be reopened at any time by mutual agreement between the UNION and the EMPLOYER .

Stacey L. Madson 7/7/04
For the Union Date

[Signature] 7/6/04
For the Agency Date