

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 application and administration of Defense Nuclear Facilities Safety Board Recommendation 93-3, Task #4, hereinafter referred to as DNFSB 93-3, and nothing else.

2. Resource availability

2.1 Sufficient resources will be made available for employees to accomplish the training and qualification required by DNFSB 93-3.

2.2 The training and qualification requirements will be delayed if resources are unavailable.

2.3 Employees will be given a reasonable amount of time to qualify

3. Application of DNFSB 93-3

3.1. Competitive levels or reassignment rights for Reduction in Force will not be based on the qualification and training required to comply with DNFSB 93-3.

3.2. Employees who fail to complete the DNFSB 93-3 training and qualifications in a reasonable time may be reassigned to other work at a comparable position and grade level that does not require DNFSB 93-3 qualification.

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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 the administration of Article 5, Negotiated Grievance Procedure, of the collective bargaining agreement between the aforementioned parties, and nothing else.

2. Extension of Negotiated Grievance Procedure Time Limits


2.1 In order to facilitate the negotiation of a Memorandum of Understanding (MOU) regarding the 360 degree appraisal process, both parties agree to extend the timeframes an additional 30 days through September 16, 1996.

2.2 This extension is applicable to grievances filed by the Union against the Employer and filed by an individual grievant being represented by the Union. The specific subject of these grievances is rating teams within the 360 degree appraisal process.

2.3 The parties agree that this is a one time change and does not constitute a modification to the Negotiated Grievance Procedure in Article 5 of the collective bargaining agreement.



For the Union 8/15/96
Date



For the Agency 8/16/96
Date

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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 the operation and administration of the “Let’s Talk” bulletin board system, and nothing else.

2. Operation and Administration

- 2.1 The Message Steering Committee (MSC) shall consist of three members: One appointed by Management, one appointed by IFPTE Local 94, and one selected by mutual agreement of the current Management and Union representatives.
- 2.2 Duration of membership on the MSC shall be for a period of 6 months at which time the appointing organization will evaluate retention or replacement of its member.
- 2.3 Messages, responses and comments submitted to the “Let’s Ask/Let’s Answer” system shall be edited only as required to comply with the current Message Screening Guidelines.

- 2.4 Changes to the Message Screening Guidelines require unanimous approval of the MSC with input from the “Let’s Talk” Management Sponsor who is an Ex Officio (i.e., non-voting) Member of the MSC.
- 2.5 The Employer shall prepare a policy outlining the legal procedures that must be taken prior to viewing electronic files created by others. The Union will be given an opportunity to review and comment on the policy before it becomes official.
- 2.6 The Message Screening Committee shall meet at a frequency which is agreed upon by the current membership, but at least quarterly.
- 2.7 The MSC shall refuse to post a message/comment/response to “Let’s Ask/Let’s Answer” when two out of three MSC members agree with the decision to refuse.
- 2.8 The MSC may post a message/comment/response to “Let’s Ask/Let’s Answer” when two out of three MSC members agree with the decision to post the message.
- 2.9 The Message Screening Committee will report to the organization / all employees at least annually concerning “Let’s Talk” operations and trends.
- 2.10 At least annually, the Message Screening Committee will conduct one or more surveys of employees concerning the “Let’s Talk” bulletin boards. Additional surveys will be conducted on a case-by-case basis with mutual agreement of the MSC and the ex-officio “Let’s Talk” Management sponsor.
- 2.11 The MSC will post a monthly listing of responses which are overdue on the Let’s Ask” “Let’s Answer” bulletin boards. CCs of the listing will also be distributed to the asker, delinquent responder, responder’s supervisor, and “Let’s Talk” Sponsor.
- 2.12 (a) When responses are overdue, initial responders will be asked for the response, status, or reason for delinquency due within 5 working days.

(b) One or more MSC members will conduct an information interview with the initial responder, write a response for the responder and post the response on the “Let’s Ask” bulletin board.

(c) In the event the responder does not grant an informational interview within 10 working days, the responder’s supervisor will be asked for assistance. Assistance will be requested from higher level managers as necessary.

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(IFPTE) LOCAL 94

and

DEPARTMENT OF ENERGY, IDAHO OPERATIONS OFFICE

1. 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 the reassignment of employees to Facility Representative positions by the EMPLOYER.
2. The EMPLOYER will select prospective candidates for the position of Facility Representative from a list of candidates prioritized according to criteria which have been reviewed by the UNION.
 - a. The top candidates from the list will be asked if they will volunteer for positions as Facility Representatives.
 - b. If sufficient candidates do not volunteer for the positions as Facility Representatives, the Employer may choose to assign candidates to those positions involuntarily. Selections for these involuntary reassignments will be accomplished based on inverse seniority (i.e. Service Computation Date for leave).
 - c. Selected candidates will be interviewed by their supervisors before assignment to determine if unreasonable personal hardship would result from such assignment. At the request of a selected employee, a Union representative may be present. Factors such as family situation, health, and other factors as raised by the candidate, will be considered.
 - d. Employees involuntarily selected as Facility Representatives will, except in the case of emergencies, receive at least 14 calendar days (1 pay period) advance notice before reassignment.
3. In lieu of negotiating incentives for filling Facility Representative positions before selection of candidates, the EMPLOYER agrees to participate in negotiations with the UNION regarding general conditions of employment for all DOE-ID employees assigned

to the Site, including those assigned as Facility Representatives, and DOE-ID employees requiring nonroutine presence at the Site. These negotiations will commence on December 2, 1996 and will allow maximum input from affected employees.

4. Selection of candidates for Facility Representative positions under the conditions of this Memorandum of Understanding will not preclude additional impact and implementation negotiations with respect to future reassignments.

William Clatts
For the UNION

10/31/96
Date

Paul G. Vetter
Center for Workforce Excellence

10/24/96
Date

[Signature]
Office of Program Execution

10/22/96
Date

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between

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and

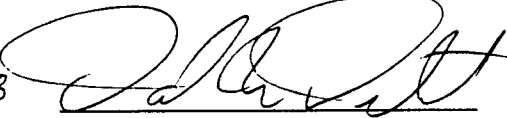
DEPARTMENT OF ENERGY, IDAHO OPERATIONS OFFICE

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 personal information obtained by the Employer to prepare employee benefit reports.

1. Management agrees that the Personal Benefit Reports shall be sent out via the U.S. Postal service, first class mail as soon as is reasonably possible. Prior to distribution, bargaining unit employees will be given the opportunity to indicate whether or not their reports are sent to their homes. Reports not sent will be immediately destroyed.
2. Information existing on computer disks will be destroyed no later than March 15, 1998. Retention of this data will allow for employee questions regarding their individual reports. Access to this data will be limited to three individuals who will act as points of contact for employee questions.
3. In the future, employees will be given a choice whether information for such reports will be gathered, collected, and calculated for them, or not. Local 94 will be involved.
4. This MOU may be reopened at any time by mutual agreement between the UNION and the EMPLOYER .


For the UNION

2-20-98
Date


Human Resources Division

2/20/98
Date

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(IFPTE) LOCAL 94

and

DEPARTMENT OF ENERGY, IDAHO OPERATIONS OFFICE

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 the working conditions of employees temporarily assigned to either the AMWTP or HLW EIS and does not in any way abrogate the Employer's rights under regulation or statute.

1. The EMPLOYER agrees that no bargaining unit employees assigned to the EISs will be required to work more than nineteen days in a row.
2. The EMPLOYER agrees that employees assigned to the EIS shall not be required to work overtime when (a) they are unable to work for medical reasons, continuous or prolonged medical conditions, or (b) if an employee has a justifiable emergency or unavoidable personal situation
3. The EMPLOYER agrees that employees assigned to the EIS shall be given as much advance notice as practicable of the necessity to work overtime by way of the EIS schedule and plan of the week, so as to allow the employees to readjust personal commitments.
4. The EMPLOYER agrees that both the employees assigned to the EIS, and those that are responsible for assuming the extra workload of those on the EIS, will be eligible for employee recognition according to the OPE Employee Recognition Plan.
5. This MOU may be reopened at any time by mutual agreement between the UNION and the EMPLOYER .

Clayton Ogden
For the UNION

6/15/98
Date

[Signature]
Human Resources Division

6/15/98
Date

[Signature]
Office of Program Execution

6/15/98
Date

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DEPARTMENT OF ENERGY, IDAHO OPERATIONS OFFICE

1. This Memorandum of Understanding (MOU) 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 MOU is applicable to future office assignments at the Idaho Operations Office.
2. Assignment to vacant offices will be based on the hierarchical criteria of (1) managers and supervisors, (2) a demonstrated or defined need {i.e. physical limitations, health care needs (e.g. purified air), security, and/or privacy requirements} to be determined by Management based upon the duties of the position, (3) employee grade (higher grades receive priority), (4) employee's length of service (seniority) within their organization, typically this would be a division, and (5) lottery.
3. This above criteria will be applied in the event that two or more employees desire the same vacant office space (e.g. one that has a window, is larger, or has other desirable characteristics).
4. Any disputes regarding the office assignment of any bargaining unit employee will be addressed through the negotiated grievance procedure.
5. This MOU may be reopened at any time by mutual agreement between the UNION and the EMPLOYER. Should an agreement not be reached upon reopening, this MOU shall remain valid.



For the UNION

Date



Human Resources Division

Date 4/5/99