

MEMORANDUM OF UNDERSTANDING

between

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

and

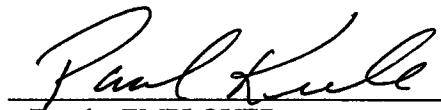
DEPARTMENT OF ENERGY, IDAHO OPERATIONS OFFICE

1. This Memorandum of Understanding (MOU) is entered into by the Department of Energy, Idaho Operations Office (DOE-ID), hereinafter referred to as the EMPLOYER, with the International Federation of Professional and Technical Engineers, Local 94, hereinafter referred to as the UNION. This agreement specifically focuses on the appropriate use of Personally Owned Vehicles (POV) in lieu of other EMPLOYER provided transportation for local travel.
2. The EMPLOYER and UNION agree, that travel between Idaho Falls and the outlying boundaries of the INEEL is local travel and does not require an official Travel Authorization to be processed in the DOE Travel System.
3. The EMPLOYER and UNION agree that the EMPLOYER will reimburse employees for POV use on authorized local travel for official business when the EMPLOYEE has first attempted to utilize government-furnished transportation for which there is no additional cost to DOE-ID. Government-furnished transportation with "no additional cost to DOE-ID" options include INEEL Buses, government vehicles and INEEL Taxis. Government-furnished transportation for which there is no additional cost to DOE-ID is the preferred mode of transportation. Before utilizing transportation for local travel for which there will be an additional cost to DOE-ID, employees must obtain written (e.g., email) authorization from their supervisors.
4. The EMPLOYER and UNION agree that the EMPLOYER will reimburse employees at the full POV mileage reimbursement rate (currently 36 cents per mile) allowed by the Federal Travel Regulations when both of the following criteria are met:
 - a. The employee attempts to utilize government-furnished transportation (as in paragraph 3, above) and the availability of this mode of transportation significantly impacts the employee's ability to perform the critical work schedule. Other unusual circumstances such as a disability requiring special vehicle equipment may be considered.
 - b. The employee has informed the supervisor of the unavailability of government-furnished transportation and the supervisor has agreed to POV use.
5. The EMPLOYER recognizes that emergent situations may occur during non-work hours whereby an employee may not be afforded the opportunity to meet the criteria set forth in

paragraph 4. In this rare situation, the EMPLOYER agrees that the employee can use a POV and be reimbursed at the full rate (currently 36 cents per mile).

6. The EMPLOYER and UNION agree that if the employee has the authorization required by paragraph 3, but does not meet the requirements for full reimbursement in paragraph 4 or 5 and chooses to utilize POV anyway, then the employee will be allowed to use POV and be reimbursed at the appropriate rate allowed by the Federal Travel Regulations (currently 10.5 cents per mile).
7. The EMPLOYER agrees to implement a streamlined process for POV reimbursement, using a POV usage log.
8. By law, all employee reimbursements for usage of POV will be reported as income and be subject to tax consequences.
9. Any disputes regarding this agreement will be addressed through the negotiated grievance procedure.
10. 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 2/13/03
Date


For the EMPLOYER 2/13/03
Date