

# 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 is entered into by the Department of Energy, Idaho Operations Office (NE-ID), hereinafter referred to as the EMPLOYER, with the International Federation of Professional and Technical Engineers (IFPTE), Local 94, hereinafter referred to as the UNION. This MOU is applicable to NE-ID EMPLOYEES required to perform work or travel during non-duty hours.
2. The EMPLOYER agrees that any nonexempt bargaining unit EMPLOYEE who is required to travel or perform work during non-duty hours, which could not be scheduled or controlled administratively by DOE, will be paid overtime or, in lieu of overtime, may receive "compensatory time" in accordance with the Fair Labor Standards Act (FLSA) for nonexempt employees. [5 CFR 550.112(g)]
3. The EMPLOYER agrees that when any exempt bargaining unit employee is required to travel or perform work during non-duty hours (which could not be scheduled or controlled administratively by DOE during the days and hours of an exempt Employee's regularly scheduled workweek), the exempt EMPLOYEE will receive "Compensatory Time" or paid in accordance with Fair Labor Standards Act (FLSA) for nonexempt employees. [5 CFR 550.112(g)]
4. The EMPLOYER agrees, insofar as practicable, travel during non-duty hours shall not be required of an EMPLOYEE. When it is essential that DOE-related travel is required and the exempt EMPLOYEE will not be paid overtime or granted compensatory time [5 CFR 610.123], the supervisor responsible for travel shall record his/her reasons for ordering travel at those hours and shall furnish a copy of his/her statement to the EMPLOYEE concerned.
5. The EMPLOYER agrees that when a bargaining unit EMPLOYEE will be on official travel, the supervisor responsible for travel and the employee will discuss hours of work for the temporary duty assignment and come to agreement on the number of hours to be worked each day. The employee will work the agreed to number of hours for each day on official travel.
6. Any disputes regarding this agreement will be addressed through the negotiated grievance procedure.
7. 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 10/21/03  
Date

  
For the EMPLOYER 10/21/03  
Date

**Q & A for Compensatory/Overtime Time  
(based on the MOU)**

**1. When do I request Compensatory (comp) Time?**

First, you need to understand the difference between Compensatory (comp) Time and overtime, and whether or not you are "Exempt" or "Non-Exempt" as this will determine your entitlement to overtime versus comp time. Most of the employees at NE-ID are classified as "Exempt" (check your SF-50, Item 35 – FLSA Category or your Earnings, Leave and Benefit Statement). How your comp time (or overtime in the case of Non-Exempt employees) is handled depends on your FLSA classification.

Comp time is normally requested prior to earning it. There might be occasions when you end up working beyond your scheduled time and you could not reach your supervisor for pre-approval. If you are required to attend a meeting, travel, or complete an important project where you will need to work outside of your scheduled working hours, you will need to contact your immediate supervisor and get authorization to perform this PRIOR to performing the task. This authorization must be in writing (at least an email).

Overtime pay for "Exempt" employees whose rate of basic pay exceeds the minimum rate for GS-10, is 1-1/2 times the hourly rate of basic pay at the minimum rate for GS-10. [5 CFR 550.113(b)]

(MOU Paragraph #s 2 and 3)

**2. What is the meaning of, "...required to travel or perform work during non-duty hours, which could not be scheduled or controlled administratively by DOE..."?**

An example of this would be if you need to travel back to DOE HQ to attend a meeting and it starts on Monday morning whereby you travel on Sunday. This meeting is controlled by DOE, DOE could have scheduled this meeting to occur on another day (e.g. – travel to HQ on Monday and the meeting starts on Tuesday morning) and you might not be entitled to comp time.

Conversely, you are attending a professional development conference which begins on Monday morning and you travel on Sunday, you are entitled to comp time as DOE does not have control of when this conference begins.

(MOU Paragraph #s 2 and 3)

**3. What is the meaning of, "When it is essential that DOE-related travel is required and the exempt EMPLOYEE will not be paid overtime or granted compensatory time [5 CFR 610.123], the official concerned shall record his/her reasons for ordering travel at those hours and shall furnish a copy of his/her statement to the EMPLOYEE concerned."?**

By management recording the reason for requiring you to travel and not granting you comp time, if this becomes a pattern instead of an infrequent event, Local 94 can question managements work ethics. This record is required but has not been provided (or known about) in the past.

(MOU Paragraph #4)

**4. Under what circumstances can I receive comp time for situations involving travel ?**

An example of this type of situation might be if you are attending a professional development conference and the conference days are 9 or 10 hours a day for 5 days and you are on a 4/10 schedule. You and your supervisor would need to reach agreement before you go on travel as to your scheduled working hours for the conference when your working hours exceed your normal work schedule.

(MOU Paragraph #5)