

# 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, 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 vacant office assignments at the Idaho Operations Office.
2. For the purpose of this MOU, a vacant office is defined as an office space that is currently unoccupied or an office space that will become unoccupied at some point during a series of office moves. Vacant offices may remain empty for an undetermined period of time, but become subject to this MOU when the Assistant Manager who maintains responsibility for the vacant office determines the space will be occupied.
3. For the purpose of this MOU, an eligible employee is defined as a DOE-ID employee who has not conducted a voluntary office move in the past 36 calendar months, and who is assigned to the Assistant Manager who maintains responsibility for a vacant office. Assistant Managers who maintain responsibility for a vacant office space will demonstrate every reasonable effort to contact all eligible employees when they determine the vacant office space will be occupied.
4. Assignment of vacant offices will be based on the hierarchical criteria of (1) managers and supervisors, (2) a documented personal {i.e. physical limitations, health care} or professional {i.e. security, privacy} need to be determined by Management based on the duties of the position, (3) employee grade (higher grade receives priority), (4) employee's Federal service seniority based on Service Compensation Date, and (5) lottery. These criteria will be applied in the event that two or more eligible employees desire the same vacant office space.
5. Any disputes regarding the office assignment of any bargaining unit employee will be addressed through the negotiated grievance procedure.
6. 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 10/16/02  
Date

  
For the Employer 10/16/02  
Date