

AN AGREEMENT BETWEEN

**U.S. Department of Energy
Idaho Operations Office**

AND

**International Federation of Professional and
Technical Engineers, Local 94**

May, 1996

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PREAMBLE

In accordance with the provision of Title VII of the Civil Service Reform Act of 1978, commonly known as the federal Service Labor Management Relations Act (GSLMRA), the following articles of the basic agreement constitute a total and complete agreement on the subjects addressed in these Articles, by and between the U.S. Department of Energy, Idaho Operations Office, referred to as the EMPLOYER, and the International Federation of Professional and Technical Engineers, Local 94, AFL-CIO AND CLC (Canadian Labor Congress), referred to as the UNION.

The intent and purpose of the Agreement is to promote and improve the effectiveness and efficiency of the EMPLOYER and the well-being of its employees within the meaning of the FSLMRA.

Now the UNION and the EMPLOYER, referred to as the PARTIES, agree as follows:

ARTICLE 1 – RECOGNITION AND UNIT DESIGNATION

Section 0101. The EMPLOYER recognizes the labor organizations and collective bargaining in the civil service are in the public interest. The EMPLOYER recognizes the UNION as the exclusive representative of all employees in the bargaining unit as defined in Sections 0102 and 0103 of the Article. The UNION recognizes that it is responsible for representing the interests of each bargaining unit employee, without discrimination and without regard to whether the employee has secured actual membership in the UNION.

Section 0102. The unit to which this AGREEMENT is applicable is all professional and nonprofessional employees, including employees appointed under the cooperative education or student temporary employment programs with expectations of continued employment of more than 90 days, assigned to the EMPLOYER.

Section 0103. Excluded from the bargaining unit are all temporary employees with expectations of continued employment of 90 days or less; management officials; supervisor; and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7).

Section 0104. Within the meaning of 5 U.S.C. 7112(b):

- (a) Part (b)(2) refers to confidential employees,
- (b) Part (b)(3) refers to employees engaged in personnel work in other than a purely clerical capacity,
- (c) Part (b)(4) refers to employees engaged in administering the provisions of the FSLMRA,
- (d) Part (b)(6) refers to employees engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security, and
- (e) Part (b)(7) refers to employees primarily engaged in investigation or audit functions relating to the work of individuals employed by the EMPLOYER whose duties directly affect the internal security of the EMPLOYER, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

ARTICLE 2 – EMPLOYER RIGHTS

Section 0201. In accordance with Section 7106 of the FSLMRA, the EMPLOYER retains the following rights subject to Section 0202:

- (a) To determine the mission, budget, organization, number of employees, and internal security practices of the EMPLOYER;
- (b) In accordance with applicable laws”
 - (1) to hire, assign, direct, layoff, and retain employees of the EMPLOYER, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the EMPLOYER’s operations shall be conducted;
 - (3) with respect to filling positions, to make selections for appointments from (i) among properly ranked and certified candidates for promotion; or (ii) any other appropriate source; and
 - (4) to take whatever action may be necessary to carry out the EMPLOYER’s mission during emergencies.

Section 0202. Nothing in this Article shall preclude the EMPLOYER and the UNION from negotiating:

- (a) At the election of the EMPLOYER, on numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (b) Procedures which management official of the EMPLOYER will observe in exercising ay authority under the Article; or
- (c) Appropriate arrangements for employees adversely affected by the exercise of authority under this Article by such management officials.

ARTICLE 3 – GRIEVANCE PROCEDURE

Section 0301. *Purpose.* The purpose of the Article is to provide a mutually satisfactory and expeditious method for the settlement of grievances of the parties.

Section 0302. *Definition.* Grievance is defined as any complaint:

- (a) By any bargaining unit employee concerning any matter relating to the employment of the employee;
- (b) By the UNION concerning any matter relating to the employment of any bargaining unit employee;
- (c) By any bargaining unit employee, the UNION, or the EMPLOYER concerning:
 - (1) the effect or interpretation, or claim of breach of the AGREEMENT; OR
 - (2) any claimed violation, misinterpretation, misapplication of any law, rule, or regulation affecting conditions of employment.

Section 0303. *Exclusions.* Matters excluded from this procedure are those concerning:

- (a) Any claimed violation of law relating to prohibited political activities;
- (b) Retirement, life insurance, or health insurance;
- (c) A suspension or removal affected in the interests of national security;
- (d) Any examination, certification, or appointment;
- (e) The classification of any position which does not result in the reduction in grade or pay of an employee;
- (f) The lawful separation of a bargaining unit employee for failure to satisfactorily complete a probationary period.
- (g) The content of published DOE-wide policy, except where it conflicts with this Agreement, law, or government-wide regulations;
- (h) The lawful termination of any temporary promotion or appointment of a bargaining unit employee;
- (i) Actions taken by DOE required by lawful court order (i.e., garnishment of wages for indebtedness or child support)

Section 0304. Election of Remedy. Any aggrieved employee affected by discrimination, a removal, or performance-based reduction in grade, or other adverse action, may, at his or her procedure, but not both. Pursuant to 5 USC 7172, an employee shall be deemed to have exercised his or her option under this provision in adverse actions when the employee files a timely written notice of appeal or files a timely written grievance under this procedure, whichever occurs first. Pursuant 29 CFR 1613.21(b), an employee shall be deemed to have exercised his or her option under this provision when the employee files a timely written complaint or files a timely written grievance under this procedure, whichever occurs first, The UNION is not required under statute to represent non-members when they elect to use the statutory appeal process.

SECTION 0306. Employee Grievance Procedure. Any grievance shall be taken up by the aggrieved employees within fifteen (15) work days after the grievant could reasonably be expected to become aware of the circumstances precipitating the grievance.

- (a) **Step 1.** The grievance shall first be taken up by the aggrieved employee with the immediate supervisor involved.
- (1) A grievance will be made in writing on a form mutually agreed to by the EMPLOYER and the UNION. The grievance will be served on the first line supervisor or Director of Human Resources or designee. The form will be available for electronic access to all employees, Information on the form should be as complete and understandable as possible in order to facilitate resolution of the issue.
 - (2) The GRIEVANT and the first-line supervisor will attempt to achieve a resolution of the grievance including use of local alternate dispute resolution methods if mutual agreed. In any event, the GRIEVANT and the first level supervisor shall meet within ten (10) workdays of the date the grievance is received, unless the meeting is mutually waived, when a meeting is held, both parties will mutually agree upon attendees at the meeting, other than the Supervisor, the Grievant, and the UNION representative. If the supervisor does not have the authority to appropriate authority and notify the UNION,
 - (3) The employee may choose to be represented by the UNION. The supervisor shall give a decision in writing, to the employee and UNION representative within ten (10) workdays.
 - (4) If the written response resolves the grievance, the GRIEVANT shall indicate agreement by signing on the grievance form.
 - (5) If the decision is not satisfactory to the employee or the UNION, it may be appealed in writing to the second step of the procedure.

Step 2. If a satisfactory settlement has not been reached at Step 1, the grievance shall be taken up with the second-level supervisor within ten (10) workdays after receipt of the first step decision.

- (1) The second step grievance shall be served on the second level supervisor or Director of Human Resources or designee.
- (2) The second-level supervisor shall hold meeting(s) on the grievance with the employee's UNION representative, if any, and anyone else as decided by the second-level supervisor within ten (10) workdays in an attempt to resolve the matter.
- (3) The second-level supervisor shall give a written decision to the employee and the UNION representative within ten (10) workdays after the conclusion of the meeting(s).
- (4) If the written response resolves the grievance, the GRIEVANT shall indicate agreement by signing on the grievance form.
- (5) In the event a satisfactory settlement is not reached between the parties as a result of Step 2, the UNION or the EMPLOYER may invoke the arbitration provisions of the AGREEMENT.

Section 0307. UNION/EMPLOYER Grievance Procedure. Should any grievance arise between the UNION and the EMPLOYER, the GRIEVANT will inform the other party in writing of such grievance within fifteen (15) workdays of the occurrence which gave rise to the grievance, or fifteen (15) workdays after the GRIEVANT could reasonably have become aware of the event or occurrence prompting the complaint.

- (a) The grievance will be served on the President of the UNION or the Director of Human Resources or designee.
- (b) The President of the UNION and the Director of Human Resources (or their designees) will meet within ten (10) work days of such notification and make an earnest effort to resolve the matter through consultation and discussion
- (c) Within ten (10) working days fo the meeting, the responding party will reply in writing to the GRIEVANT on the position concerning the disputed issue(s).
- (d) If upon receipt of the respondent's reply matter remains unresolved, the GRIEVANT may refer the grievance to arbitration.

Section 0308. Access to Information. Upon written request by the UNION, and to the extent permissible by law, regulation, and government-wide policy, the EMPLOYER shall provide the UNION with copies of records relating to the grievant's claim.

Section 0309. *Combining Grievances.* .Where the parties mutually agree that the presentation of a single grievance would resolve other identical grievances, a single grievance will be presented and the resolution of that single grievance shall be applicable and binding on each of the other employees who have identical grievances.

ARTICLE 4 – ARBITRATION

Section 0401. If the EMPLOYER and the UNION fail to settle any grievance processed in accordance with the Negotiated Grievance Procedure of the AGREEMENT, then such grievance shall, upon written notification by the party desiring arbitration be referred to arbitration, The written notification shall be submitted no later than fifteen (15) workdays following the receipt of the final written decision of the Negotiated Grievance Procedure. Written notification to the EMPLOYER will be served on the Director of Human Resources. Written notification to the UNION will be served on the President of the Union.

Section 0402. When the UNION or the EMPLOYER has served notice that a matter is to be submitted to arbitration, representatives of the parties will meet no later than fifteen (15) workdays after receipt of such notice to attempt to confirm writing the issue(s) and to select an arbitrator. If agreement on an arbitrator cannot be reached, the EMPLOYER shall immediately request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators, the parties shall meet within three (3) workdays after receipt of such a list. If the cannot agree on one (1) of the listed arbitrators, then the EMPLOYER and the UNION will each strike an arbitrator's name from the list of five (5) and shall repeat the process until only one name is remaining. The grieving PARTY shall strike first. The remaining name shall be the duly selected arbitrator.

Section 0403. The expenses of the arbitration including cost of a mandatory transcript, shall be borne equally by the EMPLOYER and the UNION. The arbitration hearing shall be held on the EMPLOYER's premises during the regularly scheduled work week, if possible. The EMPLOYER shall bear the expense if an off-site location is required. Transcripts will be made of any arbitration upon request of either party. The requesting party will pay the costs.

Section 0404. The conduct of the arbitration hearing is determined solely by the arbitrator. The arbitrator will be requested by the parties to render a decision as quickly as possible, but in any event, no later than twenty (20) calendar days after the closing of the record unless the parties otherwise agree. The arbitration award will be binding except that either party may file exception to an arbitrator's award with the Federal Labor Relations Authority under the regulations prescribed by the Authority.

Section 0405. The arbitrator shall not change, modify, alter, delete, or add to the provision of the AGREEMENT. Such right is the prerogative of the EMPLOYER and the UNION only shall the arbitrator's award be contrary to applicable laws or regulations which are binding on the parties.

Section 0406. In any event that a dispute between the parties involves issues of grievability/arbitrability, the arbitrator shall decide any such issues before proceeding to the merits.

Section 0407. The PARTIES will exchange witness lists no less than 10 workdays prior to the hearing date. The aggrieved employee and witnesses shall be excused from duty, as needed, to participate in the arbitration proceeding.

Section 0408. By mutual agreement between the EMPLOYER, the UNION, and the Arbitrator, more than one case may be presented at an arbitration hearing.

Section 0409. By mutual agreement between the EMPLOYER and the UNION, any time limit in this Article may be extended.

ARTICLE 5 – OFFICIAL TIME

Section 0501. *Official Representatives of the UNION.* The EMPLOYER agrees to recognize up to 8 union officers and representatives and up to 2 alternates for the purpose of using official time. The UNION agrees to furnish the EMPLOYER with a current listing of the names of its officers and representatives.

Section 0502. *Official Time.* Union Officers and Representatives will receive reasonable amounts of official time within the scope of the Federal Labor Relations Authority (FLRA) for:

- (a) Negotiation of collective bargaining agreements.
- (b) Participation in FLRA proceedings.

Section 0503. *Negotiated Time.* One union officer is authorized to spend up to 40% of their time, two union officers are authorized up to 20% of their time, and five union representatives are authorized up to 10% of their time for the purpose of:

- (a) Performing representational functions under the FSLMRA
- (b) Preparation time to accomplish the functions described in Section 0502.
- (c) Lobbying elected officials within the scope of the FSLMRA

Section 0504. *Union-Sponsored Training.* UNION representatives, officers, and alternates shall be authorized up to 400 hours each contract year for UNION-sponsored training and travel for training that is of mutual benefit to the EMPLOYER and the UNION.

Section 0505. *Use of Official Time.* UNION officers and representatives will make appropriate arrangements with their supervisors prior to performing union duties. Absent compelling circumstances beyond the fault or control of the UNION, requests for official time will be in writing and will include the purpose and expected length of time. The EMPLOYER shall approve the requests unless approval will have an adverse impact on time-sensitive work or the immediate needs of the EMPLOYER.

Section 0506. *Tracking and Reporting.* Union officers and representatives will use the EMPLOYER'S timecard system to account for the use of official time. The EMPLOYER will provide the UNION with a monthly report of official time usage.

Section 0507. *Internal Union Business.* The UNION will not perform internal union business on official time as prescribed in the FSLMRA.

Section 0508. Travel. The UNION shall be responsible for travel expenses necessary to perform the functions described in this Article unless the PARTIES mutually agree that the travel will benefit both parties. Subsequent to discussion between the PARTIES, the EMPLOYER shall make the final decision regarding sharing travel expenses with the UNION.

ARTICLE 6 – USE OF FACILITIES AND SERVICES

Section 0601. *Office Space for UNION Use.* The EMPLOYER shall provide office space in the ID-South Building for conducting official union business. The EMPLOYER shall provide similar office space, at a mutually agreed site location, upon request by the UNION. The EMPLOYER will provide the UNION two weeks' notice, when possible, of the requirement to relocate the UNION office and will provide the UNION with equal or better accommodations.

Section 0602. *Office Furnishings.* The EMPLOYER shall provide a telephone (including FTS access), desk, chairs, file cabinet, bookshelf, personal computer, printer, and computer table, in the above designated UNION office space for conducting official union business. The UNION will assume responsibility for any commercial phone access charges.

Section 0603. *UNION Access to Conference Rooms.* The EMPLOYER shall provide the UNION with access to ID conference room facilities for conducting official union business. The UNION will use the current conference room reservation system for conference room access. Access to conference rooms shall also be provided for the conduct of union meetings during nonduty hours.

Section 0604. *Union Use of Space and Furnishings.* The UNION will ordinarily conduct official union business in designated union office space, ID conference rooms, or in unoccupied, available, and enclosed space. In limited instances, it is permissible for the UNION to use individual telephone and computer equipment at assigned work stations.

Section 0605. *UNION Mail Stop.* The EMPLOYER shall provide the UNION with a unique DOE-ID mail stop for the union office space located in ID-South building. The UNION shall use the mail stop for official union business.

Section 0606. *Facsimile and Copy Machine Access.* The EMPLOYER shall provide primary facsimile and copier access in the Human Resources work area for the conduct of official union business. The UNION will follow all current ID copy machine procedures, policies, and guidelines. The UNION will use private sector sources when twenty or more copies of a single document are required. The UNION will assume responsibility for arranging those services and related costs.

Section 0607. *Wall Bulletin Board.* The EMPLOYER shall provide the UNION with posting access to one existing wall bulletin board in buildings where bargaining unit members are permanently housed. In the event that the above mentioned bulletin boards prove to be insufficient, UNION may purchase additional wall bulletin boards and the EMPLOYER agrees to hang such wall bulletin boards.

Section 0608. *Posted Material.* The UNION is responsible for the content of all UNION material posted on all such wall bulletin boards and for maintaining the space in an orderly condition. Posted material shall be pertinent to the conduct of business and not related to partisan political matters.

Section 0609. *Electronic Bulletin Board.* The EMPLOYER shall provide access to an electronic bulletin board on the DOE-ID Local Area Network (LAN). All electronic communications associated with official union business shall be posted through the designated union electronic bulletin board and not through the DOE-ID cc: Mail system. The UNION is responsible for the content of all union material posted on the UNION electronic bulletin board. Posted material shall be pertinent to the conduct of official union business and not related to partisan political matters. Posted material shall be in accordance with DOE-ID policies governing bulletin board usage.

Section 0610. *Information Access.*

- (a) UNION Access to Lexis/Nexis. The EMPLOYER shall provide LEXIS/NEXIS system accounts. The UNION shall reimburse all union account access charges to the EMPLOYER on an annual basis. The UNION will provide the EMPLOYER with appropriate billing address information.
- (b) Publications Access. The EMPLOYER shall provide the UNION with access to labor/management publications currently maintained by the EMPLOYER. Such publications will be accessible in the DOE-ID South Building, Human Resources work area for the conduct of official union business, Monday through Friday, 8:00 AM – 5:00 PM.
- (c) List of Bargaining Unit Members. The EMPLOYER shall provide the UNION with a list of bargaining unit members on a quarterly basis. The list will identify employees moving into the bargaining unit; and employees moving out of the bargaining unit. The list will identify employees by name, title, grade, and series.
- (d) Law Library Information Access. The EMPLOYER shall provide the UNION with access to the DOE-ID law Library for official union business. Such access will be available Monday through Friday, 8:00 am – 5:00 pm. The UNION will not use DOE-ID law Librarians, nor Office of chief counsel employees for staff support of legal research.
- (e) Collective Bargaining Agreement. The EMPLOYER shall provide electronic access to the collective bargaining agreement by placing the agreement on the DOE-ID LAN system on a system drive accessible by all bargaining unit members.

- (f) UNION Office Telephone Number. The EMPLOYER shall include the UNION office telephone number in the DOE-ID hard copy telephone list and the DOE-ID LAN electronic telephone list. The UNION agrees that if the EMPLOYER discontinues the hard copy telephone list, no additional hard copy list shall be required.
- (g) Other UNION request for Additional Information, The UNION shall request additional information, not specified above, through a written request to the DOE-ID labor Relations Point of Contact. The UNION will specify the information required for the conduct of official union business.

Section 0611. *General Distribution of Information.* Where the EMPLOYER's internal systems are intended as a distribution system, the UNION and the EMPLOYER shall mutually agree on the manner of distribution of other union literature, newspaper, notices, circulars and related information prior to the distribution of such material. Distributed material shall be pertinent to the conduct of official union business and not related to partisan political matters.

Section 0612. *Visitors Access.* The EMPLOYER shall provide the UNION with visitor access to all DOE-ID building for the conduct of official union business. Such access shall be provided under current DOE-ID Human Resources Labor Relations Point-of-Contact with 24 hour notification of requirements for visitor access.

ARTICLE 7 – UNION/EMPLOYER MEETINGS

Section 0701. The UNION and the EMPLOYER agree to communicate in an ongoing effort to resolve problems and differences. To facilitate communication, the UNION and the EMPLOYER agree to have their representatives join in meetings on a quarterly basis (or more frequently if one PARTY communicates its desire to do so). These meetings shall be scheduled by mutual agreement of the PARTIES.

Section 0702. Either PARTY may submit a written agenda for a scheduled meeting. The agenda shall be submitted at least 14 calendar days prior to the scheduled meeting. Should neither PARTY submit an agenda for a scheduled meeting, the meeting may be canceled.

Section 0703. The EMPLOYER agrees to record and type minutes of these meeting and provide a copy of the minutes to the UNION within 10 days.

Section 0704. Three UNION and EMPLOYER representatives shall be allowed to attend these meetings. The number of representatives may be changed by mutual agreement.

ARTICLE 8 – DURATION

Section 0801. Following ratification by the membership of the UNION, this AGREEMENT shall remain in full force and effect for a period of twelve (12) months from the date that it is approved by the Deputy Assistant Secretary (DAS) for Human Resources at DOE-HQ, or the date that it becomes automatically effective in accordance with 5 U.S.C. 7114(c). The effective date shall be entered in this Article above the signature blocks.

Section 0802. This AGREEMENT shall automatically be extended for six (6) month periods unless either PARTY gives written notice to the other not earlier than 90 days and not later than 45 days prior to the expiration date. Before the AGREEMENT is extended, it must be brought into conformance with law, applicable published policies and regulations of DOE and other appropriate authorities.

Section 0803. Either PARTY may initiate negotiations for a collective bargaining agreement. Such negotiations will not begin any sooner than nine months after the effective date of this AGREEMENT.

EFFECTIVE DATE: June 5, 1996

FOR THE UNION:

FOR IDAHO OPERATIONS OFFICE:

Redacted
Chief Negotiator

Redacted
Chief Negotiator

Redacted
Bargaining Team Member

Redacted
Bargaining Team Member

Redacted
Bargaining Team Member

Redacted
Bargaining Team Member

Redacted
Executive Board

Redacted
Deputy Manager

Redacted
Executive Board

Redacted
DAS for Human Resources