

## **MEMORANDUM OF UNDERSTANDING OF OAK RIDGE OFFICE REORGANIZATION**

1. Management and the Union agree to abide by the Federal Labor Relations Authority (FLRA) Decision and Order dated May 7, 2012.
2. As stated in the ORO reorganization changes cited in the July 25, 2011, Secretary Chu's memorandum, "*Memorandums of Understanding will be developed between the ORO and the EM, SC, and NE to ensure the continuation of necessary support services that have been provided by the SC ISC remain in place, based on program funding profiles.*" Management acknowledges that:
  - All documentation pertaining to this reorganization, specifically the above referenced MOUs, that impact BUEs has been presented in a timely manner for review before the conclusion of I&I discussions. In the event that these documents are changed in the future in such a way that working conditions for BUEs are impacted the Union reserves all its rights granted under the CBA.
  - This reorganization does not alter the Mission and Function Statements provided by Management to the Union October 1, 2011.
  - As stated in the March 12, 2012, SC Management meeting, the approved reorganization does not include plans to move work, currently being performed by BUEs, outside the Oak Ridge geographical area as listed in the ISC Service Plan dated 11/14/2011.

The Union acknowledges that:

- This proposal represents the understanding of the parties involved in these I&I discussions, and it does not, nor does it seek to, infringe upon or in any way limit Management's rights as documented in the CBA, Article 6, Management Rights, Section 1, Authorities.
3. The Union and Management acknowledge that the Union's proposal concerning the retention of three competitive areas is a permissive subject of bargaining and is negotiable at the election of Management. As cited in the July 25, 2011, Secretary Chu's memorandum, the number of competitive areas on the ORR will change from three (ORO, OSTI, and NNSA) to six (ORO, OSTI, NNSA, EM, NE, and ORNL Site Office). ORO Management is bound by Secretarial direction in the July 2011 Chu memorandum with regard to the number of competitive areas; and therefore, has elected not to negotiate this proposal.

4. Crosswalk issues were resolved as a result of agreement on proposals #2 and #8, the EM, NE, and ORNL Site office Crosswalks dated 1/18/12, the revised ORO/ISC Crosswalk provided March 28, 2012, and the bullets listed below.
  - Management confirms that this reorganization, in and of itself, will not result in RIFs.
  - The Office of Partnerships and Program Development, with its current employees, will be realigned to the ORNL Site Office, as will one Public Affairs Specialist who volunteered. The remaining Bargaining Unit positions listed in the Crosswalks as transferring to a Site Office will be filled in accordance with the provisions of Article 20, Section 2, of the CBA. Personnel actions will follow the provisions of the CBA.
  - Management agrees that any solicitations of interest for the remaining positions identified in the bullet above will be written and made available to all BUEs.
5. Vacancy Announcements for bargaining unit positions will continue to be posted consistent with Article 17, Section 3.C. Vacancy announcements will be published on the Federal Human Resources Branch website for a minimum of 14 calendar days for all bargaining unit positions. The minimum Area of Consideration for vacancy announcements for positions at ORO and the Site Offices will be ORR-wide (i.e., ISC-OR and NE, EM, and ORNL Site Offices). Management retains discretion to further limit the area of consideration, so long as it's not exercised in an arbitrary or capricious manner, when staffing levels or budgetary restrictions would preclude selection outside the hiring organization. When the decision is made to limit the Area of Consideration, the Shop Chair will be notified via email prior to posting.
6. Consistent with this Reorganization, both parties will adhere to the provisions of the CBA, specifically as applicable, Articles 17 and 20.
7. Management has confirmed that to accomplish the movement of some employees as depicted in the Crosswalk, reassignments may be necessary. To accomplish these reassignments, Management will follow the process described in the CBA under Article 20, Sections 2.B and C. Management and the Union agree that an affected BUE who expresses that he/she "does not want to transfer" as described in *Subsection B.2., Identification of Positions*, will not automatically be considered to be an employee who "do[es] not accept transfer" as described in *Subsection C.1., Placement Assistance*, or will be "separated for failure to transfer" as described in *Subsection C.1., Placement Assistance*. If Management receives no qualified volunteers as a result of its request, Management will advise the affected employee of their options, which will include being reassigned as originally proposed.
8. Training, as permitted by budget, will continue to be offered to all Site Offices and ORO BUEs.

9. The subject matter of the proposal is covered by Article 20 of the Collective Bargaining Agreement. Both parties will comply with the provisions set forth by the CBA.
10. Furloughs will be subject to OPM and OMB requirements, DOE Order 137.1B, and the Collective Bargaining Agreement, as applicable.
11. In accordance with Article 6 Section 1, of the Collective Bargaining Agreement, Management will maintain the authority to determine internal security practices which include access authorizations as associated with work requirements.
12. When vacancies are advertised, ORO and Site Office management will consider applicants based on merit. Selectees will then be expected to obtain and maintain the requisite access authorization.
13. Actions related to Personnel Administration will be covered under the CBA.
14. Management and Union agree that wholesale office moves are not part of the reorganization. By this agreement, the Union relinquishes none of its rights granted under the CBA.
15. Management and Union agree that reduction of conference room space is not part of the reorganization.
16. Employees will be provided equipment deemed necessary by Management to perform their duties in accordance with the provisions of Article 6, Section 2 of the CBA. ORO and Site Office Management agree to consider an individual's workload when reviewing equipment needs.
17. The current ORO Employee Handbook shall be adopted by the Site Offices subject to Article 2 of the Agreement.
18. All services currently agreed to within the current CBA will continue to be provided to BUEs by their respective ORO or Site Office programs. With respect to any changes, the provisions of the CBA will prevail.
19. Use of the ORNL Fitness Center is available to all DOE-Oak Ridge employees subject to the following conditions:
  - Use is not permitted during an employee's established work schedule,
  - Government vehicles shall not be used to travel from the worksite to ORNL,
  - Applicable facility orientation and training is required,
  - A proximity card is required and available from the Visitor's Center, and
  - Parking is based on availability.
20. The number of microwave ovens and refrigerators available to ORO and Site Office staff will remain unchanged as a result of the Reorganization. Appliances will be cleaned in

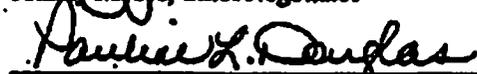
accordance with the provisions of the applicable contract(s) or in accordance with policies/practices of the particular Site Office.

21. Depending on the FLRA response, ORO, Site Office Manager's, and Union Local 2001 agree to abide by the language in Articles 7 and 8 of the CBA with the following exceptions:
  - One additional Assistant Chief Steward will be permitted.
  - No ORO Division or Site Office will have more than 2 union representatives.
  - The main point of contact with the PMC will be the Shop Chair.
  - Stewards will be able to use hours listed in Article 8 based upon approval from the Shop Chair and notification sent to PMC.
22. The Performance Award Pool for all bargaining unit employees shall be established at the highest possible level while remaining in conformance with applicable Federal law, Regulations, OPM Policy, Departmental Guidance and Directives, and Presidential Directives. In an attempt to be consistent, ORO and Site Office managers agree to communicate with each other in the development of their performance award pool.
23. Health and Safety issues will be addressed in accordance with the CBA.
24. The Union reserves the right to make a minimal number of proposals based on information not otherwise available since the first Impact & Implementation proposals delivered November 28, 2011.
25. Where necessary the site offices and the Oak Ridge Office (ORO) will enter into memorandums of understanding establishing responsibilities regarding the management and supervision of employees that reside in the ORO, but are funded by the site offices. In recognition that Management will immediately implement the reorganization upon completion of the impact and implementation negotiations, the Union does not object to Management executing the documents using titles associated with the positions and offices that will result from the reorganization.

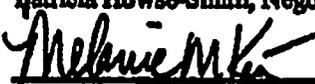
In Witness Whereof, the Parties hereto have entered into this Agreement.

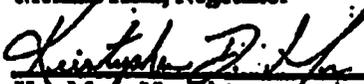
For the Department of Energy:

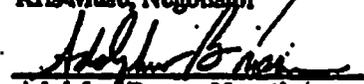
  
Johnny Moore, Chief Negotiator 5/10/12  
Date

  
Pauline Douglas, Alternate Chief Negotiator 5/10/12  
Date

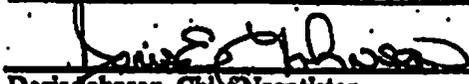
  
Patricia Howse-Smith, Negotiator 5/8/12  
Date

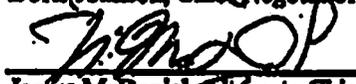
  
Melanie Kent, Negotiator 5/9/12  
Date

  
Kris Muse, Negotiator 5/9/12  
Date

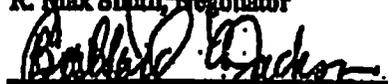
  
Adolphus Brown, Negotiator 5/10/12  
Date

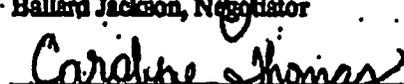
For the Office and Professional Employees International Union:

  
Doris Johnson, Chief Negotiator 5/8/2012  
Date

  
James McDaniel, Alternate Chief Negotiator 5/8/12  
Date

  
R. Max Smith, Negotiator 5/8/2012  
Date

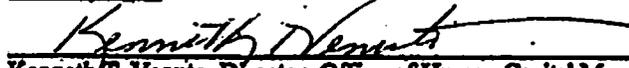
  
Ballard Jackson, Negotiator 5/8/2012  
Date

  
Carolynne Thomas, Negotiator 5/8/12  
Date

ENDORSED:

  
Larry Kelly, Acting Manager, Oak Ridge Office 5-10-12  
Date

APPROVED:

  
Kenneth T. Venuto, Director, Office of Human Capital Management. 5/17/12  
Date