2020 AGREEMENT

JOHN F KENNEDY SPACE CENTER

NASA

AND

LOCAL 513,

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

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PREAMBLE

In accordance with the provisions of Title VII of the Civil Service Reform Act of 1978, as amended, Chapter 71 of Title 5, United States Code (hereinafter "Chapter 71"), this Collective Bargaining Agreement (hereinafter “Agreement”) is made by and between the John F. Kennedy Space Center, NASA (hereinafter "Employer") and the American Federation of Government Employees, Local No. 513, AFL-CIO (hereinafter "Union"). Nothing in this Agreement is intended to supersede 5 U.S.C. Chapter 71 (“Labor Management Relations”), and NPR 3711.1A, or latest version (“Federal Employee Labor Management Relations Program”). In the event there is conflicting language, 5 U.S.C. Chapter 71 shall be the governing authority.

The parties to this Agreement are in accord that their ultimate objectives are to further the Employer’s contribution to the Nation's Space Program and to provide the highest possible level of ethics, intelligence, ingenuity, and technical skill in supporting the mission of the Employer. Our joint efforts, directed to these objectives, should enable us to achieve an effective relationship dedicated to efficient productivity in the public interest while, at the same time, promoting the wellbeing of the workforce. Within this framework, we are committed to the express purpose of molding this relationship into an instrument for developing and maintaining an ever-increasing capability in the Nation's Space Program. Orderly and constructive cooperation between the Union and Employer on matters of appropriate concern under the provisions of Chapter 71 will contribute to further progress in both scientific and human relations endeavors, and to the mutual benefit of employees, the Employer, the Agency and the Nation.

The wellbeing of the employees and the efficient and economical operation of the Kennedy Space Center require that orderly and constructive relationships be maintained between the Employer and the Union. The participation of employees in the formulation and implementation of Employer policies and procedures affecting them contributes to the effective conduct of public business. The parties to this Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon this Agreement**.** In the administration of all matters covered by this Agreement, officials and employees are governed by existing and future laws, government-wide rules and regulations, and any Agency rules or regulations for which a compelling need exists.

Effective labor-management relations in the public service require a clear statement of the respective rights and obligations of the Union and the Employer. Therefore, the Union and the Employer agree as follows.

DEFINITIONS

5 U.S.C. Chapter 71 means Title VII of the Civil Service Reform Act of 1978 (Public Law 95-454a, as amended). This chapter concerns Federal Service Labor Management Relations.

AFGE or Union means the American Federation of Government Employees, Local 513.

Agreement means the written document between NASA John F. Kennedy Space Center and AFGE, Local 513, concerning conditions of employment affecting AFGE and employees. This Agreement satisfies any obligation to consult or negotiate under 5 U.S.C. Chapter 71 on subjects included in this Agreement.

BU means the bargaining unit represented by AFGE, Local 513.

Days means calendar days unless otherwise specified. If any time limit contained in this Agreement expires on a weekend or Federal holiday, the time limit will automatically be extended until the next workday.

Employee means a member of Bargaining Unit represented by AFGE, Local 513.

Employer means NASA John F. Kennedy Space Center.

LRO means Labor Management Relations Officer.

Parties means the Employer and the Union.

Primary Director means the head of an organization, such as a program, office, or directorate.

Official time means time during which the employee otherwise would be in a duty status pursuant to 5 U.S.C. § 7131.

Article 1: Recognition and Unit Designation

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit.

Article 2: Precedence of Law

Section 1: In the administration of all matters covered by this Agreement, Management and the Union are governed by existing laws and the current regulations of appropriate authorities, including policies set forth by the Office of Personnel Management (OPM), and by published NASA policies in existence at the time this Agreement is approved; and by subsequently published NASA and Center policies required by law or by the regulations of appropriate authorities, to include Section 2302 of Title 5 USC - Prohibited Personnel Practices.

Section 2: Future Government-wide laws or regulations not in conflict with the terms of this Agreement shall apply when the law or regulation becomes effective. When a conflict arises, the parties will meet to satisfy their respective bargaining duties.

Article 3: Official Time

Section 1. Policy Statement

The parties recognize that in the furtherance of good labor-management relations as provided for in the Civil Service Reform Act of 1978, the Employer will grant Union representatives reasonable amounts of official time under the conditions described in this Article.

Section 2. Designation of Representatives

A. The Union will provide the Employer with electronic lists of all designated Union representatives within 30 days of the effective date of this Agreement. The Union will provide an updated list within five days of any change to a designated Union representative. Each list will include the name, position, supervisor's name, duty location, and telephone number of each designated Union representative.

B. The Employer may authorize the use of official time for representational activities only for those employees identified on the list provided by the Union.

Section 3. Exclusions

A. The Employer will not alter work schedules so that Union officials are in duty status for the sole purpose of using official time. In unforeseen or exceptional circumstances, at the sole discretion of the Employer, the Employer may alter work schedules for this purpose.

B. Union representatives are not authorized to earn premium or differential pay, overtime or compensatory time (to include travel compensatory time) for their performance of Union representational duties.

C. In accordance with 5 U.S.C. § 7131(b), any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a nonduty status.

D. Official time is not permissible for Worker's Compensation or EEO Complaint Cases.

E. Union-sponsored training is not a representational activity for which official time may be used. The Employer will not authorize official time or pay for any associated expenses for Union-sponsored training, except as outlined in paragraph F of this Section.

F. The Employer will authorize official time in an amount not to exceed four hours total per fiscal year for Union officers to develop SATERN training for BU employees regarding the terms of the Agreement and relevant labor laws, rules, and policies.

G. The Employer will not authorize official time or pay for any associated expenses for any lobbying or political activities.

H. The Employer will not authorize official time or pay for any associated expenses for pursuing grievances or binding arbitration with the following exceptions:

1. Employees may use official time to prepare for, confer with their Union representative regarding, or present a grievance brought on the employee's own behalf, or appear as a witness in any grievance proceeding. Employees, however, may not use official time to prepare or pursue grievances on another employee's behalf.
2. Employees may use official time to challenge an adverse personnel action taken against the employee in retaliation for engaging in federally protected whistleblower activity.
3. Employees may use official time for other activities covered by 5 U.S.C. § 7131(c).

Section 4. Provisions for Official Time

A. Consistent with 5 U.S.C. Chapter 71 and this Agreement, the Employer will grant Union representatives official time for the following representational activities not to exceed more than 1 hour per bargaining-unit employee per year for:
    1. Term Negotiations—to prepare for and negotiate a collective bargaining agreement, in accordance with 5 U.S.C. § 7131(a).
    2. Mid-Term Negotiations—to prepare for and bargain over issues raised during the life of a term agreement, in accordance with 5 U.S.C. § 7131(a).
    3. Dispute Resolution—to appear in proceedings before the Federal Labor Relations Authority during such time as an employee would otherwise be in a duty status, in accordance with 5 U.S.C. § 7131(c).
    4. General Labor-Management Relations—to perform miscellaneous representational activities authorized under 5 U.S.C. § 7131(d).

If the bank or cap authorized is exceeded in any given year, the Union may use the following year's official time allotment. Nothing in the language set forth above shall constitute a waiver of either party's rights arising under the Federal Service Labor-Management Relations Statute.

B. The Employer may authorize Union representatives official time on a fiscal-year basis, not to exceed 25% of their established annual tour of duty in the performance of Union representational activities as described in Section 5.A.

C. To prevent an operational burden, the Union may assign no more than 5% of employees in any branch, division or directorate as Union Representatives without the mutual agreement of the Employer.

D. Union representatives will make every effort to perform their Union representational duties in a proper and expeditious manner.

E. Repeated misuse of official time may constitute serious misconduct that impairs the efficiency of the Federal service. In such instances, the Employer shall take appropriate disciplinary action to address such misconduct.

Section 5. Official Time Requests and Reporting Procedures

A. Employees may not use official time without advance authorization from the Employer. Requests to use official time must be made in the manner designated by the Employer. Should it be necessary for any Union representative to leave their work area for a purpose authorized by this Agreement, the Union representative shall notify his or her supervisor and the supervisor of the section they intend to visit. Union representatives will report to their supervisor upon returning to their workstation.

B. The Employer will normally grant employees time away from their work unless it will unduly interfere with the effectiveness of operations, in which case the employee and the Employer will attempt to work out an acceptable time for that purpose. If an operational need does not permit the employee to use the official time when requested, the Employer will generally make a reasonable effort to allow the employee to use the requested official time within two workdays, keeping in mind the interests of the Union, as well as the needs of the Employer. If the Employer and Union agree, all associated timelines, meetings, and deadlines throughout this Agreement will be adjusted proportionately until use of official time is approved. If the Employer is unable to approve a request for official time, the denying management official will provide the reason for denial in writing.

Article 4: Adverse and Disciplinary Actions

Section 1. Policy

The Employer shall determine when the need arises for disciplinary or adverse actions.

Disciplinary actions and adverse actions will be taken in accordance with applicable laws, rules, and regulations in effect at the time of the action. The specific corrective action for an instance of misconduct shall be tailored to the facts and circumstances of the situation.

Section 2. Penalty Determination

A. To determine the appropriate corrective action for an employee such as a disciplinary or adverse action, the Employer will, subject to applicable law, rule, and regulation, consider the relevant factors as determined by governing law (for example, applying the factors articulated by the Merit Systems Protection Board in *Douglas v. Veterans Administration*, 5 M.S.P.R. 280 (1981), to applicable adverse actions).

B. The Parties recognize that discipline may be progressive in nature; however, the progressive sequence of discipline is not required.

C. The Employer shall not agree to erase, remove, alter, or withhold from another agency any information about an employee's performance or conduct in that employee's official personnel records, including an employee's Official Personnel Folder and Employee Performance File, as part of, or as a condition to, resolving a formal or informal complaint by the employee or settling an administrative challenge to an adverse personnel action.

Section 3. Admonishments/Counseling

Admonishments and counselings are not formal disciplinary actions to which the procedures in this Article apply. Admonishments and counselings, which may be oral or written, may be used when an employee's conduct or performance is less than acceptable and it is likely that an informal action will result in improvement.

Section 4. Disciplinary Actions

For the purpose of this Agreement, disciplinary actions are defined as written reprimands and suspensions of 14 calendar days or less.

A. Reprimands

A reprimand is a written letter to an employee based on unacceptable conduct. Prior notice is not required before the issuance of a reprimand. A reprimand shall state the specific reasons for the action. A reprimand will remain in an employee's Official Personnel Folder (OPF) for up to two years, but may be removed by the Employer, at its sole discretion, anytime within the two-year period. The Employer will review letters of reprimand after six

months and will provide a status update to the employee. A reprimand shall inform the employee of his or her appeal and grievance rights as required by law.

B. Suspensions of 14 calendar days or less

An employee against whom a management official has proposed a suspension of 14 days or less is entitled to the due process protections of 5 C.F.R. Part 752, subpart B.

Section 5. Adverse Actions

For the purpose of this Agreement, adverse actions are defined as suspensions of more than 14 days, reductions-in-grade or pay, and removals. Furloughs will be governed by applicable laws, rules, and regulations.

An employee against whom a management official has proposed an adverse action is entitled to the due process protections of 5 C.F.R. Part 752, subpart C.

Section 6. Notice and Investigative Leave

The Employer will use notice and investigative leave in accordance with 5 U.S.C. § 6329(b) and 5 C.F.R. Part 630, subparts N and O, when published.

Section 7. Alternative Discipline

A. The Parties agree that alternative discipline may, under the right circumstances, be an efficient and effective approach in lieu of or in addition to traditional discipline. The Parties may consider and/or propose an alternative form of discipline at any stage during the disciplinary process. If the Employer and the employee and/or his/her representative come to an agreement on an alternative form of discipline, the terms of the alternative discipline will be set forth in a signed resolution/settlement agreement. The agreement may include, but is not limited to:

1. The specific form of the alternative discipline;

2. The date by which it is to be completed;

3. The charged misconduct and the proposed traditional discipline;

4. Recognition by the Parties that the alternative discipline may be referenced in any subsequent disciplinary action; and

5. A voluntary waiver of any appeal rights the employee may have regarding the matter.

B. The following is a non-exhaustive list of types of alternative discipline the Parties may consider:

1. A leave donation by the employee through the Employer's leave donation

program equal to the amount of time that would have been spent on suspension;

2. Attendance by the employee at an appropriate counseling program approved by the Employer's Employee Assistance Program, and/or the employee's participation in training or classes such as anger management;

3. Placing the employee on leave without pay in lieu of a formal disciplinary action;

4. A "paper suspension," whereby the employee does not serve a suspension or lose pay, but the suspension may be relied on in future disciplinary actions for purposes of progressive discipline;

5. A Last Chance Agreement, in which the Employer agrees to hold an adverse action decision in abeyance in exchange for an employee's:

   a. Commitment to abide by a certain set of behaviors or conditions for a set period of time as determined by the Employer;
   b. Waiver of his/her rights to challenge the decision; and
   c. Agreement that if the employee fails to fulfill the terms of the agreement, the decision will be implemented.

6. The employee issuing a formal apology.

C. Nothing in this section shall require the Employer to use alternative discipline in lieu of formal disciplinary action. The failure of the parties to reach agreement regarding the use of alternative discipline is not a bargaining impasse that could be referred to FMCS/FSIP for resolution.

Article 5: Employee Rights

Section 1. Each employee shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this Agreement, such right includes the right:

A. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the Employer or otherwise appropriate authorities; and

B. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this Agreement.

Section 2. The Employer shall not interfere, restrain, coerce, or discriminate against any employee for the purpose of encouraging or discouraging membership inor representation by the Union.

Section 3. Acting on behalf of the Union or exercising any rights under law or this contract will not cause any reflection on an employee's standing with the Employer or ontheir loyalty or desirability to the Employer. Employees have the right to file a grievance on their own behalf under the provisions of the grievance procedure contained in this Agreement.

Section 4**.** In circumstances when the Employer intends to meet with an employee for the purpose of discussing not meeting performance expectations, the employee has the right to request a union representative.

Section 5. In accordance with 5 U.S.C. § 7114(a)(2)(B), an employee has the right to union representation at any examination by the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action and the employee requests union representation.

A. If the employee requests union representation pursuant to 5 U.S.C. § 7114(a)(2)(B), the Union will make reasonable efforts to make a qualified representative available at an examination. If representation is requested but is not available, the meeting will be postponed for a reasonable period of time, but not more than two (2) workdays. Under exigent circumstances, and upon notification to the Union, the Employer need not wait to conduct the investigatory examination until the Union is able to provide a representative.

B. The Union's role as representative of an employee during an examination is to:
    1. Assist the employee in clarifying the facts;
    2. Suggest other individuals who have knowledge of the facts;
    3. Surface other facts that may impact the final decision in the matter;
    4. Take notes; and
    5. Advise the employee.

C. To the maximum extent possible, all examinations of employees as described in this Section will be conducted in privacy.

D. At the time the employee is initially contacted to schedule such an interview as described in this Section, the employee will be provided with the general subject of the interview.

E. Once the employee learns that they are the subject of an investigation, if the employee requests Union representation, the meeting will stop to afford the employee an opportunity to contact a union representative.

Section 6. Employees have the right to review their personnel file, make copies of information in their file, and if appropriate, challenge the accuracy of the information in the file.

Article 6: Performance and Performance Management

Section 1. The Employer will administer the Performance Management program in accordance with 5 U.S.C. Chapter 43, 5 C.F.R. Part 430, the appropriate Agency provisions of Employee Performance and Communication System, and this Article.

Pursuant to 5 U.S.C. § 7121(a)(2), disputes over the assignment of ratings of record shall not be subject to the negotiated grievance and arbitration procedures.

Section 2. The Employer and the Union agree that it is important for managers and employees to discuss employee performance throughout the year so that employees understand how they are performing and how to improve their performance. Progress reviews may be initiated by either the employee or the rating official. Performance shall be measureable.

Section 3. A rating official is responsible for an employee's rating. A rating official may seek input from others with knowledge of the employee's performance.

Section 4. In reviewing an employee's performance, managers will look at all the work activities which were to be performed during the appraisal year. In rating an employee's performance, employees will only be rated on work activities actually assigned. However, the number of work activities performed does not guarantee a specific rating. It is understood that there is no predetermined distribution of ratings among employees.

Section 5. The Parties agree employees must be under their performance standards for a minimum of ninety (90) days to receive an appraisal.

Section 6. The Parties agree there will be a minimum of one progress review to be conducted approximately at midpoint during the appraisal period. Employees may provide feedback to the rating official and provide comments in writing as part of the progress review.

Section 7. An employee may request reconsideration of his or her final performance rating if he or she disagrees with the rating official's proposed rating within 10 calendar days of the employee's notification of the rating in the performance system.

Article 7: Distribution of Overtime

This Section does not apply to emergencies, as determined by the Center Director, requiring immediate action outside and/or beyond regular shifts when employees must be kept on duty on an overtime basis to accomplish the requirements.

Section 1. Overtime will be assigned by the Employer, based on mission and workload requirements and factors which are reasonable and equitable.

Section 2. Employees will not be forced to work overtime or compensatory time against their expressed desire, so long as other qualified employees are willing to work and can reasonably meet full requirements. When overtime work to be performed is of a general nature and can be effectively accomplished by any of a number of employees in a work unit, the supervisor will solicit volunteers to perform the overtime. When a sufficient number of employees are not willing to work the required overtime and management finds it necessary to direct employees to work, assignments of qualified employees will be made on the basis of the least amount of cumulative overtime hours worked during the calendar year starting January 1st.

Section 3. Employees will not be permitted to work an amount of overtime which clearly diminishes their alertness to a degree that the required work cannot be satisfactorily or safely performed.

Section 4. Any employee called back to work after their regular shift hours shall be promptly excused upon completion of the job which they were called in to perform.

Section 5. When work situations permit, the Employer will make every reasonable effort to accommodate employees' requests to have twenty-four (24) hours away from the job after twelve (12) consecutive workdays.

Section 6. Where practicable, the Employer will provide a 2-workday notice to employees of holiday work.

Article 8: Mid-Term Bargaining

Section 1. Rights and Obligations of the Parties

With the exception of changes mandated by law, rule, regulation, or changes flowing from the introduction of new technology, all matters covered by this Agreement will not be subject to change during the term of the Agreement, absent mutual consent of the Parties. When because of mandated changes or the introduction of new technology, there is a need to reopen existing articles or add new articles, the procedures in this article will be followed. The procedures in this article will also be used when there is a change in conditions of employment (non-mandated changes) that are not covered by this Agreement.

The Employer has the right to make changes to conditions of employment in the exercise of its management rights pursuant to 5 U.S.C. § 7106, or for any other reason associated with the accomplishment of its mission. However, the Employer does recognize its obligation, consistent with applicable laws, rules, and regulations, to notify the Union of such changes and to negotiate, upon request of the Union, pursuant to 5 U.S.C. § 7106(b)(2) and (3).

Section 2. Levels of Negotiations

A. National Level – Negotiations of Agency-level changes, if the Union has national-level recognition, will be conducted and/or facilitated by the Director of Employee and Labor Relations (or designee) at the National level and the Union National President (or designee).

B. Local Level – Negotiations of local-level changes will be conducted and/or facilitated by the Director of the local component, i.e., Center Director (or designee) and the applicable Local President (or designee).

Section 3. Applicable Negotiation Procedures

The procedures contained in this Section shall constitute the ground rules for all negotiations under this Article, unless the parties mutually agree to do otherwise.

A. Notification Procedure – In issuing, revising or canceling rules and regulations relating to personnel policy, practices, procedures and matters affecting conditions of employment, the Employer shall give due regard to the obligations imposed by applicable laws, rules, regulations, and this Agreement. Before making changes to bargaining unit employees' conditions of employment, the Employer shall provide the Union's President with written notice of the proposed change(s). Such notice may be provided to the Union by mail, hand delivery, e-mail or facsimile (fax) or by any other method mutually agreed upon by the parties.

Specific procedures to be used pursuant to this Article are as follows:

1. Prior to implementation, the Employer will provide written notice to the Union of the Employer's intent to make a change(s) of bargaining unit employees' conditions of employment (that are not otherwise covered by the parties' agreement).

2. The Union will have seven days to advise the Employer, in writing, of the Union's request to negotiate. After the Union's request to negotiate, the Union will then have seven additional days to provide the Employer with proposals. The parties will then schedule a time and begin negotiating within seven working days after the Employer's receipt of the Union's proposals.

B. Bargaining Procedure After receipt of the Union's proposals, the Employer and Union will bargain, as appropriate and in accordance with applicable law, rule and regulation.

1. The Employer will determine the location to conduct the negotiations and may choose that the parties conduct the negotiations virtually, e.g., via conference call or video technology.

2. The Union will be authorized the same number of bargaining representatives on official time as the Employer has representatives participating in the negotiations. The Employer will not reimburse the Union or pay for travel expenses for Union officials attending mid-term bargaining sessions, nor will the Employer grant official time for travel.

3. Either party may have a technical expert (TE) present as necessary who can provide information necessary for the successful completion of bargaining. The TE will not count toward the bargaining team's representatives. The Union's TE will not be granted official time. The Employer will not reimburse or pay for travel expenses for the Union's TE.

4. Negotiations shall take place as soon as practicable, but no more than seven working days after the Union has provided proposals, unless the parties mutually agree to extend the period. Bargaining shall occur during regular duty hours, unless otherwise mutually agreed by the Parties. The Parties will endeavor to reach agreement and conclude bargaining within 10 working days from the start of negotiations, but that period may be extended by mutual agreement of the Parties

5. The Union may raise no additional proposals or subjects of bargaining after submission of its initial proposals except by mutual agreement, or under the post-implementation bargaining procedure under Section 4 of this Article.

Section 4. Post-Implementation Bargaining Procedure

A. Definition Post-implementation bargaining is bargaining after a management-initiated change has been implemented.

B. Post Implementation Bargaining Procedure The Union will be provided notice of change following the implementation date by the Employer and afforded the opportunity to bargain. The Union will have 15 days to submit their demand to bargain accompanied by their bargaining proposals related to the implemented change. The Union will be afforded the opportunity to submit bargaining proposals concerning the change for up to 20 working days following the date that implementation by the Employer has occurred. The Union reserves all rights pursuant to applicable laws and regulations. Once Union proposals have been submitted to the Employer, the procedures in section 3.B above will apply.

Section 5. Agency Head Review

All negotiated agreements shall be subject to review by the head of the Agency (or his/her designee) pursuant to 5 U.S.C. § 7114(c).

Article 9: Dues

Section 1. The Parties agree that the Employer will process dues withholding deductions in a timely manner, normally within one (1) pay period.

Section 2. Employees wishing to initiate or terminate dues withholding will utilize Standard Form 1187 or 1188.

a. Completed and signed forms should be submitted to a Union Officer or Steward for processing.

b. Remotely located employees can "scan" their signed Standard Forms 1187 or 1188 to Union Officer or Steward using Employer standard encryption.

Section 3. Employees may only cancel the deduction of dues from pay at the end of the first twelve (12) month period following initiation of dues withholding. After the initial year, employees may cancel dues withholding at any time.

Section 4. The Employer agrees to provide the Union every pay period an updated list of union dues collected.The unit list updates will include the following:

a. Last, first, and middle names (separated into three cells);
b. Organization (Division/Branch/office) mail-code;
c. Job series; and
d. Union dues paid

Section 5. The Employer agrees that this information will be treated as confidential and management access to it will be limited to administrative and human capital personnel who are responsible for the processing and maintenance of bargaining unit information or dues withholding information.

Section 6. Notice of Underpayments/Overpayments of Authorized Union Dues

Whenever the Employer or Union receives information from any source of a dues deductions underpayment or overpayment, the Employer and/or Union shall immediately notify the Union Treasurer and/or Labor Relations Officer, as applicable, in writing. The notification shall state the relevant facts giving rise to the belief that dues have been underpaid or overpaid, provide the name of the affected employee(s), and enumerate the specific pay periods and amounts of dues that were overpaid or underpaid. The Parties have up to fifteen (15) business days to verify the amounts in question.

Section 7. Underpayments

When the Employer has notice of an underpayment and a corresponding written request from the Union for transmittal of underpaid dues, the Employer will transmit the verified amount of the underpayment to the Union within three (3) pay periods of the Union's request for payment. The Employer will provide the Union with written confirmation of payment, including the total payment remitted and the name of the affected unit employee, if applicable.

Section 8. Overpayments

When the Union has notice of receipt of an overpayment, such notice gives rise to an affirmative duty on the part of the Union to remit that amount by check to the Employer. Such repayment shall occur within three (3) pay periods of notice of the overpayment. The Union will provide the employer with written confirmation of the payment, including the total payment remitted.

Article 10: Telework

Section 1. The parties agree that BU employees may telework consistent with to mission requirements and applicable laws, Agency-wide rules, government-wide rules and regulations, and OPM policy. As such telework can:

a. Improve employees' work lives by allowing a better balance of work and family responsibilities and reduce work-related stress while at the same time achieving the goals of the Employer;

b. Improve the Employer's ability to recruit and retain employees;

c. Help reduce traffic congestion, energy consumption, and air pollution; and

d. Allow the Employer to respond to the changing demands of the workplace and respond to emergency situations where physical access to the Employer building or work site may not be possible.

Section 2. Employees who have been given the opportunity to demonstrate acceptable performance under 5 C.F.R. Part 432 are not eligible to request a telework arrangement. In addition, employees must not have any conduct issues that would have a negative impact on a telework arrangement. This does not preclude telework as an accommodation under the reasonable accommodation process whether or not the employee is serving a period under an opportunity to demonstrate acceptable performance under 5 C.F.R. Part 432.

Section 3. The nature of the employee's work must be appropriate for teleworking. Work that requires reading, reviewing, analysis, development of written products, telephone-intensive tasks, or computer-oriented tasks are examples of work that would be feasible for a telework arrangement. Work that may not be appropriate includes:

a. Work that requires face-to-face contact,
b. Work that requires access to material that cannot be removed from the regular office such as classified documents, or
c. Work that requires a level of computer or other security that cannot be duplicated at the alternate workplace.

Section 4. When reviewing the appropriateness of a telework arrangement, the Employer will consider the Employer's organizational needs. The telework arrangement might not be appropriate at certain times if the absence of the employee would create additional work or hardship which adversely affects other employees. Therefore, employees must be flexible and willing to adjust their telework arrangements to meet these needs.

Section 5. Employees may terminate their telework arrangement at any time.

Section 6. For any telework arrangement, in the event that unforeseen dependent care situations arise while an employee is teleworking, the employee must record appropriate leave charges for the time spent providing the dependent care.

Section 7. Employees must submit either continuing or episodic telework applications using the Agency's electronic application process. If the request for either arrangement is denied, the reasons for the denial will be communicated to the employee in writing.

Section 8. Employees who seek a telework arrangement to accommodate a special circumstance for a single continuous period of time (short-term arrangement) may apply at any time. The outcome of the review process will be noted on the application and the applicant will be notified accordingly. If the request for the arrangement is denied, the reasons for the denial will be communicated to the employee in writing.

Section 9. The Employer may require the employee to change the approved telework arrangement for short periods of time to meet Employer or Agency mission needs.

Section 10. The Employer may cancel an employee's approved telework arrangement if the Employer finds that:

a. The employee's continued participation is inconsistent with the requirements of this Article or the employee fails to adhere to his or her telework agreement;

b. The employee's performance has declined (for example, where the employee fails to meet established deadlines or fails to progress satisfactorily on assignments, but excluding insignificant fluctuations or declines in performance);

c. The employee fails to truthfully report time worked or engages in other misconduct; or

d. Changes in duties or organizational needs require the employee's physical presence.

Section 11. By submitting the request, the employee agrees to the terms and conditions of the telework arrangement that cover such items as the voluntary nature of the arrangement; official duty station; performance requirements; leave approval; overtime; proper use and safeguards of government property; safety standards that apply to the alternate work site; and policies and procedures for capturing, managing, and controlling documentation, agency records, and/or sensitive information.

Section 12. As unexpected circumstances arise, due to personal circumstances, or inclement weather, it may be difficult to reach a manager. If the employee has work available that can be done at home or a temporary alternate location, the employee must make a good faith effort to contact his or her manager to request approval, such as by e-mail or voice mail message,

with a brief description of the planned work. Under these circumstances, if the employee does not receive a response by the beginning of core hours (9:00 am), he or she may telework.

Section 13. Teleworking does not change the terms or conditions of employment. An employee participating in a telework arrangement will be available to management, co-workers and others for Employer business by telephone, voice mail, and/or e-mail during his or her scheduled tour of duty. The employee must provide the manager with a telephone number where he or she can be reached. The employee must check frequently for any voice mail or e-mail messages.

Section 14. A new telework agreement must be completed if the employee changes work units, or if there is a significant change to any item in the telework agreement. If an employee requests a short-term telework arrangement for medical reasons, the employee should provide medical documentation using the reasonable accommodation procedure.

Section 15. When an emergency or other unforeseen circumstance such as loss of electricity or connectivity affects the alternate work site, but not the official duty station, the circumstances and timing dictate the course of action. Options include having the employee report to the official duty station or other approved location, or approving the use of leave.

Article 11: Arbitration

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedures of this Agreement, such grievance, upon written request by either party within 30 days after issuance of the final decision, shall be submitted to arbitration.

Section 2. Within five working days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within three working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the parties will each strike one arbitrator's name from the list of seven and will then repeat this procedure. The remaining person shall be the arbitrator.

Section 3. If for any reason either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 4. Prior to the arbitration hearing, the representatives of the parties will attempt to identify/agree on any matters appropriate for stipulation.

Section 5. The arbitrator's fee, travel, per diem, and other expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The parties agree to equally share the cost of a court reporter, if required or requested by either party. Each party is responsible for the cost of any transcript they request.

Section 6. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All witnesses at the hearing shall be on official time during the period of their participation. The number of Union representatives on official time at an arbitration proceeding shall not exceed the number of management representatives; however, in no case shall the Union be entitled to less than two representatives on official time. At the discretion of the arbitrator, observers may be permitted to attend the hearing on other than official time.

Section 7. The arbitrator will be requested to render a decision as quickly as possible, but in any event no later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 8. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority. The party appealing the award will furnish a copy of the letter of appeal to the other party.

Article 12: Employee Grievance Procedures

Section 1. This Article sets forth the exclusive procedure available to bargaining unit employees for the processing and disposition of grievances, as defined in this Article. The purpose of this Article is to provide for a mutually acceptable procedure for the prompt and equitable settlement of all grievances. Many workplace issues arise from misunderstandings and disputes and can be resolved promptly and satisfactorily at the lowest possible level. Accordingly, employees and managers are encouraged to work together to resolve these issues before they are elevated to the status of a grievance.

A grievance is a complaint, identified by an employee or the Union as a grievance, concerning: (a) any matter relating to the employment of the employee; (b) the effect or interpretation or a claim of breach, of a collective bargaining agreement; or (c) any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment (5 U.S.C. § 7103).

Section 2. This procedure shall not apply to any dispute concerning:

a. Any claimed violation relating to prohibited political activity.
b. Retirement, life or health insurance.
c. Suspension or removal for national security reasons (5 USC § 7532).
d. Any examination, certification or appointment.
e. Classification of any position which does not result in the reduction in grade or pay of an employee.
f. Termination of a probationary or trial period employee.
g. The assignment of ratings of record.
h. The award of any form of incentive pay, including cash awards, quality step increases, or recruitment, retention, or relocation payments.

Section 3. This procedure shall be the exclusive procedure for resolving grievances that fall within its coverage.

Section 4. The Employer and the Union agree that every effort will be made by management and the aggrieved employee(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, or loyalty or desirability to the organization. Reasonable time during working hours will be allowed for an employee to prepare for and present grievances brought on the employee's own behalf, including attendance at meetings with management officials.

Section 5. Procedures for Grieving Suspensions of 14 Calendar Days or Less

1) Step 1. The employee or the Steward must submit the grievance along with all supporting documentation in writing within 10 working days from the date the suspension ends. The grievance must be filed with an official one

level above the official who issued the decision to effect the disciplinary action. The Employer agrees the decision letter will include the name of the individual to whom a grievance may be addressed. The official designated to decide the grievance will acknowledge the grievance in writing, review the grievance, and provide the Steward and the employee a written response within 15 working days after receipt of the grievance. In the event there is a personal presentation of the grievance, the official designated to decide the grievance will issue his or her decision within 15 days of that presentation.

2) Step 2. If the grievance was not satisfied with Step 1 above, the Union and the Employer will meet within 10 days of the decision to attempt resolution of the matter in lieu of arbitration. For purpose of such a meeting, not more than three individuals may represent each party.

Section 6. Procedures for Grieving Written Reprimands or Other Actions

1) Step 1. The grievance shall first be taken up orally by the concerned employee with his or her immediate supervisor or the appropriate supervisor in an attempt to settle the matter. Employees must present grievances within 15 working days from the date the employee knew or should have known of the matter. The Steward may be present if the employee so desires. The supervisor will meet with the employee as soon as practical, normally within one working day of the employee's request, and the supervisor will provide to the employee a decision, verbally or in writing, within five working days of the conclusion of the meeting.

2) Step 2. If the matter is not satisfactorily settled at Step 1 the Steward and/or employee may, within five working days, submit the matter in writing to a supervisor one level above the supervisor in Step 1. The higher-level supervisor will meet with the Steward and/or the aggrieved employee within five working days after receipt of the grievance and shall give the Steward and employee a written answer within five working days after the meeting.

3) Step 3. If the grievance is not settled at Step 2, the Union representative and/or the employee may within five working days forward the grievance to the next management supervisory level, provided the next level is not outside the appropriate directorate. The management official will review the grievance, consult with the Union representative and/or employee and give the Union representative and/or employee a written answer within 15 working days after receipt of the grievance. If the head of the primary organization considered the grievance under Step 2, this Step does not apply.

4) Step 4. If the Employer and the Union fail to settle the grievance in Step 3, either party may refer the matter to arbitration under Article VIII.

Section 8. When a number of employees file grievances relating to the same issue, the Employer and the Union may jointly select one of the grievances, which will be processed to a decision, which will be applied to the entire group.

Section 9. All time limits in this Article may be extended by mutual consent. Failure of the Employer to observe the time limits shall entitle the Union to advance the grievance to the next step. Failure of the Union to observe the time limits shall constitute grounds for terminating the grievance.

Article 13: Union and Management Grievance Procedures

Section 1. Either party may bring to the other party's attention a matter of its concern over the interpretation or application of any provision of this Agreement.

Section 2. Union grievances over the interpretation or application of this Agreement may be submitted in writing to the applicable Primary Director. That official and a Union representative will meet within 14 days after receipt of the Union grievance to discuss the grievance. The Primary Director shall give the Union representative a written decision within 14 days after their meeting.

Section 3. Management grievances over the interpretation or application of this Agreement may be submitted in writing to the Union President by the LRO. The Union President and the LRO will meet within 14 days after receipt of the management grievance. The Union President shall give the LRO a written decision within 14 days after their meeting.

Section 4. If the Union or management grievance, as the case may be, is not settled by the method provided for in Section 2 or Section 3 of this Article, either party may submit the matter to arbitration under Article VIII. Nothing herein will preclude either party from attempting to settle grievances informally at the appropriate level.

Section 5. Union and management grievances must be brought within 15 days from the act or occurrence (or knowledge of the party thereof) which gives rise to the grievance and shall be subject to the limitations contained in Section 2 of Article 12.

Article 14: Union Rights

Section 1. The Union is the exclusive representative of the employees in the unit and is entitled to act for, and represent the interests of, all employees in the unit.

Section 2. Consistent with 5 U.S.C. 7114(a)(2)(A), as the exclusive representative, the Union shall be given the opportunity to be represented at any grievance meeting or other formal discussion.

Section 3. The Union recognizes the need for the confidentiality of certain personal or sensitive information and will keep that information confidential.

Article 15: Leave

Section 1. Employees shall, to the extent possible, plan for the use of annual leave throughout the entire year. An employee's request for annual leave should be granted unless the approval would interfere with the significant work needs of the Employer. If a request for annual leave is denied, the Employer will provide the denial and reason(s) via the same method in which the request for leave was made and work to reschedule the leave as soon as practicable. In the event of denial of an oral request, the employee may request the reason for the denial in writing. Employees may request reconsideration of a denial of annual leave with the supervisor one level higher in the organization.

Section 2. When annual leave has been requested and approved, approval should not be canceled except in unusual situations in which the presence of the individual employee is required by the work needs of the Employer, and only after such need has been communicated to the employee. This is a situation that exists when work requirements are of such major importance as to prevent an employee from using annual leave that was scheduled and approved in advance.

In deciding whether to cancel any pre-approved leave, the Employer will consider possible alternatives and any personal reasons, including personal and financial hardships, presented by the employee. In these situations, the employee will be notified in writing as soon as possible in advance of the scheduled leave. Employees may request reconsideration of this agency decision with a supervisor one level higher in the organization.

Sick leave is an earned benefit. The employer shall grant accrued sick leave in accordance with current federal law and Agency policy.

Section 3. For restoration of forfeited annual leave due to exigencies of the public business or sickness of the employee, the Employer will follow the Leave Policies and Procedures.

Section 4. When more detailed medical information is deemed necessary to support a request for extended sick leave, the Employer may request further information from the employee. The employee may provide the information to the Occupational Health Facility (OHF) physicians which describes how the employee's condition affects the employee's ability to perform his or her job, a prognosis for his or her return to work and such medical information as the employee chooses to provide to support a request for extended sick leave. If further information is needed, including a diagnosis, the Employer will request this information from the employee. The employee or their designee may be requested to provide the information to the Chief Medical Officer.

Section 5. When the Employer suspects leave misuse, or time and attendance issues or similar conduct issues, detailed medical documentation may be required. Such detailed medical documentation should include how the condition affects the employee and the employee's ability to perform his or her job, a prognosis if known, and, when the Employer deems

necessary, a diagnosis, if determined. The employee will provide the requested information to Chief Medical Officer.

Section 6. When oral or written information is provided to managers of a sensitive and confidential nature such as information of a medical nature or other personally sensitive information (e.g., divorce), the managers will safeguard the information and take appropriate measures to ensure that it is not shared with anyone unless the employee authorizes the sharing of that information or the nature of the information requires that:

a. It is shared with others when it is necessary to safeguard the employee or others in the workplace, is necessary to take appropriate actions with respect to the employee, or is otherwise required by the law to be shared;

b. If an employee has provided a diagnosis of their medical condition, the employee has the right to request whether the diagnosis has been shared with others and, if shared, whom it has been shared with; or

c. It be disclosed pursuant to a proper request in an administrative or judicial proceeding.

Section 7. Employees should request leave as far in advance as possible using time and attendance database, e-mail to the manager, or orally, or text, or a combination of these methods with supervisor's preference. Approval of leave requests may also be granted orally, by e-mail, by text, or through the time and attendance database. Employees are encouraged to enter the oral or e-mail request into the time and attendance database. When leave cannot be requested in advance because of an emergency, illness, or unforeseen circumstance, an employee should contact his or her manager to request leave approval. The request should be made within a reasonable period of time, normally prior to an employee's scheduled workday.

Article 16: Involuntary Reassignments and Transfers

Section 1. Unless a reassignment/transfer is directed for a specific employee(s), the Employer will use the following procedures prior to effecting an involuntary reassignment of an employee(s). Reasons for such reassignments or transfers should be made clear to the Union prior to implementation unless an exigent circumstance exists. Under such circumstances the Union should be notified within a reasonable time after implementation.

a. The Employer will determine which employees are qualified for the reassignment.

b. The Employer will solicit volunteers from within the pool of qualified employees.

c. If there are more volunteers than needed, the Employer will reassign the employee(s) with the greatest amount of agency seniority.

d. If there are not enough volunteers, the Employer will reassign the employee(s) with the least amount of agency seniority.

Section 2. In all actions concerning involuntary transfers, an employee subject to the transfer has the right to raise personal hardship concerns to the Employer for its consideration.

Section 3. The Employer agrees to give an employee who will be involuntarily reassigned reasonable advance notice as soon as practicable, but not less than one (1) pay period absent exigent circumstances. This notice will set forth the reasons for the reassignment.

Section 4. An employee reassigned to a different position will be given a reasonable period of on-the-job acclimation and any relevant training, if appropriate, in order to become proficient in the new position.

Article 17: Health and Safety

Section 1. Employees have access to the Occupational Health Facility (OHF) for a variety of services ranging from walk-in care to emergency services. For remote locations that do not have access to an agency OHF, some health care services may be provided through other means. The OHF is not a replacement for an employee's own primary care or other physicians.

Section 2. The Employer agrees to provide to employees information regarding location of and services provided at the OHF through such means as employee orientation and the Employer website.

Section 3. Employees will be provided opportunities to participate consistent with mission requirements in federal government sponsored health fairs concerning health benefits under the federal health insurance program for federal employees.

Section 4. The Employer encourages employees to use the Center's fitness centers consistent with mission requirements.

Section 5. The Employer will send a general notice after an Office of Compliance or agency comprehensive occupational health and/or safety inspection to all employees where any employee has some responsibility to correct a safety or health finding. The notice will describe in clear and simple language the general findings where employees are required to make corrections and how the findings impact on safety or health. The notice will include a list of resources that are available to employees to address the issues.

Section 6. The Employer will send an e-mail communication to employees who are required to make corrections as a result of a comprehensive occupational safety and health inspection. The e-mail will include:

a. A clear description of the finding(s);

b. A list of resources that is available to employees to address the issues;

c. A statement that an Employer designee will schedule a meeting to provide corrective guidance; and

d. A statement the Employer will re-inspect the workplace no sooner than thirty (30) calendar days after the meeting unless the employee requests to schedule an earlier re-inspection.

Section 7. The Employer shall, upon notice from employees or the Union, promptly investigate alleged hazards that pose serious threat to the safety or health of employees and will correct such hazards where found by an appropriate Employer official. Employees are responsible for following established safety rules and encouraged to report unsafe conditions to the Employer

or the Union. Employees reporting unsafe conditions to the Employer, including Occupational Safety and Health Admiration (OSHA) staff, or to the Union shall remain anonymous, if so desired.

Section 8. No employee shall be subject to restraint, coercion, or reprisal for filing a report of unsafe or unhealthful working conditions to the Employer. The Employer shall notify employees and the Union immediately of any condition which poses imminent danger. Other than for hazards posing an imminent danger, if the hazard is immediately corrected through management action, no further action is needed. If a reported hazard is not immediately corrected, the Employer will inform a union representative as soon as possible. The Employer shall notify employees of any ongoing hazards.

Section 9. An employee will notify the Employer, by the most expeditious means available, of situations at the employee's workplace where there is imminent danger. The term "imminent danger" means any conditions or practices in the workplace, including remote locations that could reasonably be expected to cause death or serious physical harm immediately or within such a short time that emergency steps must be taken. If the employee is in imminent danger and has a reasonable belief that there is insufficient time for the Employer to address the situation, the employee should remove himself or herself from the dangerous location or cease to perform the dangerous task. The employee should notify the Employer as soon as possible, and make himself or herself available for work as directed by the Employer. During the imminent danger circumstance and until there are appropriate working conditions as determined by the Employer, the employee shall continue to be paid without any charged leave in accordance with applicable law.

Section 10. The Employer and the Union shall commence bargaining regarding temporary working arrangements if, due to significant unhealthy or unsafe working conditions, employees are prevented from reporting to work at a facility. The Employer may direct employees to report to a temporary work site while bargaining is ongoing or before bargaining is able to begin. Under these circumstances, bargaining will begin as soon as possible. Absent unusual circumstances, such relocation shall not affect employees' regular work schedules. The Parties agree to suspend those provisions of this Agreement related to the rapid or temporary relocation of affected employees only during the period of time necessary under these circumstances. The Employer will grant excused absences to affected employees in appropriate circumstances.

Section 11. If an employee believes that there are unhealthy conditions which do not allow the employee to work without threat to his or her personal health, the employee will notify the Employer immediately. The Employer will investigate to determine whether an unhealthy work condition exists. The employee may request an interim work arrangement from the Employer during an investigation. If the Employer does so determine, it will take immediate action to mitigate the employee’s health concern. The Employer will provide the employee with a description of the investigation and the results, including the results of any environmental testing.

Section 12. Employees should notify a representative of management if any individual threatens them or prevents them from performing their duties, or if they otherwise fear for their physical safety at any work location. Potentially dangerous situations must be reported immediately to a representative of management if an employee, contractor, or visitor exhibits behavior that could be a sign of a potentially dangerous situation. The Employer recognizes that employees are not expected to be skilled at identifying potentially dangerous situations, but employees are expected to exercise good judgment when deciding to report such incidents. The Employer, when possible, should respect the privacy/confidentiality of the employee that reports any such behavior. No employee shall be subject to restraint, coercion, or reprisal for reporting prohibited conduct related to workplace violence to a representative of management.

Section 13. The Employer will establish appropriate procedures for responding to credible threatening situations, including providing support and necessary information to potentially affected employees, and will work with employees on appropriate measures to ensure their safety.

Article 18: Employee Assistance Program

Section 1. The Parties recognize that excessive stress, emotional health problems, and personal problems can be detrimental to productivity and morale. The Parties also recognize that alcoholism, drug abuse, and emotional disorders are illnesses that can interfere with job performance. The Employer will provide an Employee Assistance Program (EAP) according to applicable law and this Agreement to assist employees in overcoming such problems. It is the policy of the Employer to encourage and to facilitate employees' efforts to seek help voluntarily for such problems through this program.

Section 2. Through the EAP, appropriate assistance is provided to help employees both in remote locations and at the center to prevent or identify and resolve behavioral/medical problems that affect work performance. This may be done through prevention programs, counseling, assessment, and referral to organizations and individuals in the community for treatment.

Section 3. The Employer agrees to publicize EAP services and encourage and sponsor programs related to the mission of the EAP at the center and remote locations. The Employer also agrees to continue to provide information to acquaint managers, union representatives, and employees on the Employer EAP which deals with such issues as alcoholism, drug abuse, emotional disorders, and other personal problems.

Section 4. The Employer recommends that managers contact the EAP in appropriate circumstances for advice as soon as they have reason to believe that a problem relating to performance/conduct exists with an employee that is due to personal, emotional, drug, or alcohol related problems. If an employee appears to have such a problem that is adversely affecting their job performance/conduct, the manager should also consider advising the employee to obtain confidential counseling through the EAP.

Section 5. Acceptance by an employee of counseling assistance under the EAP is not a bar or a stay to taking disciplinary action under the provisions of appropriate agency regulations. In instances of misconduct, the employee will be referred whenever possible; however, no time period is guaranteed prior to prosecuting an adverse action. An offer of assistance, and/or a referral made under this program, even one made concurrent with the proposed disciplinary action, does not protect the employee against a disciplinary action for conduct.

Section 6. All information and records under the EAP shall be treated as confidential. No confidential information regarding the employee's specific medical condition or treatment shall be released by the Employer without the employee's written consent. Information about adherence to, and the length of, the treatment program may be communicated with the written consent of the employee to managers

Section 7. The Parties agree that, while no employee shall be compelled to participate in the EAP, the Employer shall not be barred, in appropriate proceedings, from introducing the fact of the employee's refusal to join in or withdrawal from the EAP.

Section 8. An employee who participates in the EAP is assured that information relating to his or her care will not be released to anyone, including his or her manager, without the written consent of the employee except where required by law (e.g., where there is a reasonable suspicion of abuse of children or elderly persons; where the client presents a serious danger of violence to another; or where the client is likely to harm himself or herself unless protective measures are taken).

Article 19: Attire

The Employer and Union agree that there is no specified dress code at KSC, barring any safety related Personal Protective Equipment (PPE) outlined in the facility or operational areas. The Employer will notify the Union and provide an opportunity to bargain consistent with law should changes become necessary.

Article 20: Training and Professional Development

The Employer will provide employees with training and development opportunities which will enable them to accomplish the Agency's mission, to do the work effectively, and where possible attain their career objectives. Training opportunities must first be in the best interest of the government. In no instance may training be solely for the benefit of the employee. Within the authorities and limitations of the Government Employee Training Act, special emphasis will be given to training, which would qualify employees for other positions in the event of displacement, including displacement by virtue of automation.

Article 21: Fitness for Duty Examinations

Section 1. The Employer may order an employee to undergo a fitness for duty examination only in accordance with applicable federal laws and regulations; this would include when the Employer has questions about the employee's ability to carry out the duties of their position.

Section 2. Except in emergency situations, an employee is entitled to five (5) workdays advance written notice that they are to take a fitness for duty examination. The notice shall set forth the reasons for the examination, the general scope and character of the examination, and the consequences of the failure to cooperate. Should the employee fail to cooperate or if they disagree with any action taken as a result of the medical determination, the employee has a right to file a grievance under the terms of this Agreement.

Section 3. The Employer will pay for all costs associated with fitness for duty examinations ordered or offered in accordance with applicable federal laws and regulations. If the employee and the Employer agree, the fitness for duty examination may be conducted by a private physician of the employee's choice in lieu of the Employer-ordered physician. If the employee's private physician is used, the employee is responsible for the cost of the examination. If there is no joint agreement on a physician, in addition to the examination conducted by the Employer-ordered physician, the employee has the right—at their own cost and on their own time—to have an examination by their own physician.

Section 4. When the Employer requires or offers a fitness for duty examination or requests medical documentation, the employee shall be informed in writing of their right to submit medical information from their own physician or practitioner, and the Employer's obligation to consider such information.

Article 22: Relocations and Renovations

Section 1. The Employer and the Union share concerns about the health and safety of employees in relocations and in circumstances where renovations are taking place and employees will be working in proximity to the renovation work. With respect to employees working near any construction in an Employer office, the Employer will share all available information with the Union concerning hazardous materials and construction impact that may exist in or near the work area and plans for mitigation prior to commencement of work for the purposes of allowing employees to make decisions about work arrangements.

Section 2. Arrangements for employees whose workspaces are adjacent to and/or affected by space under renovation or construction will include alternative workspace arrangements and telework or combinations of the two, as appropriate. No one will be required to telework. During the renovation, the alternative workspace provided, to the extent available, will be comparable to the space the employee previously occupied. The Employer will notify staff affected by a construction phase of alternate workspace arrangements or telework arrangements at least one week in advance.

Article 23: Reduction in Force

Section 1. The Employer and the Union recognize that a Reduction in Force (RIF) can seriously and adversely affect the employees and the Employer and when practicable should be used only as a last resort.

Section 2. The Employer will consider Union input when planning a potential RIF action as soon as practicable in advance of any final decision and notification to employees. The discussion between the Parties will include possible alternatives or ways to reduce the impact of the RIF for the Employer's consideration. It is acknowledged that such discussions must be undertaken expeditiously and are not a replacement for bargaining over the adverse effects on employees from the RIF, including such issues as retraining and placement.

Section 3. The Union will receive written notice of a final decision to conduct a RIF thirty (30) days before the issuance of the first RIF notice. The notice will include the reason for the RIF, approximate number and types of positions, geographic location, and anticipated effective date of the actions.

Section 4. Employees who are separated as a result of a RIF are eligible for priority placement agency-wide for a period not to exceed two (2) years if the employee applies for a vacant position for which he or she is qualified. Any selected employee under this section is responsible for any expenses related to relocation.

Article 24: Use of Government Resources and Facilities

Section 1. No employee, when acting on behalf of the Union, may be permitted the free or discounted use of government property or any other Employer or Agency resources if such free or discounted use is not generally available for non-agency business by employees. Such property and resources include office or meeting space, reserved parking spaces, phones, computers, and computer systems. Any use of government property or resources that is available to the KSC workforce for free or discounted use may also be utilized for Union activities on similar terms and conditions and in accordance with applicable law and NASA policy (e.g., current NPD 2540.1H or subsequent policies).

Section 2. The Union will be notified of all employee orientation sessions in which a bargaining union member is present and will be placed on the agenda. This time will be used by the Union to introduce the employees to their exclusive representative, which may be done through an oral presentation and/or the provision of materials. It is understood the time will not be used to solicit membership.

Article 25: Duration of Agreement

Section 1. This Agreement shall remain in effect for four (4) years from the effective date of the Agreement.

Section 2. Unless notice to renegotiate this Agreement is provided pursuant to Section 3 of this Article, this Agreement shall automatically roll over for one (1) year on the anniversary date of this Agreement and each year hereafter.

Section 3. At the end of the four (4) year period, or any year thereafter, either Party may give written notice of its desire to renegotiate this Agreement. Such notice must be given not more than ninety (90) days or less than sixty (60) days prior to the expiration date of the Agreement. Prior to submitting proposals, the chief negotiators will meet and decide which Articles will be reopened, and the chief negotiators will agree on any cost sharing for any facilitation of negotiations. The Parties may also mutually agree to make any other revisions to the ground rules.

Section 4. This Agreement will remain in full force and effect during the renegotiation of said Agreement and until a new Agreement is approved.

Article 26: Labor Management Meetings and Communication

Section 1. The Employer and the Union agree that effective and productive communication is essential to a successful relationship between the Employer and the Union. To further this communication the Parties agree to the following:

A. Quarterly Labor-Management Meetings.

The purpose of these meetings is to discuss matters of interest to the Employer and the Union, to share information concerning issues that relate to employees of the organization, and to provide a means for high-level input into Employer initiatives. Normally the Parties will meet on a quarterly basis or as otherwise agreed by the participants. The participants at these meetings will include union officials, members of the Executive Committee, other senior management as appropriate, and staff that support labor relations at the Employer.

B. Regular Labor-Management Meetings.

The purpose of these meetings is for the Labor Relations Officer and union officials to discuss day-to-day concerns regarding employee matters and conditions of employment. Normally these meetings will take place as needed or as otherwise agreed by the participants.

Section 2. The Employer and Union support communication between the Health and Safety organization, managers and union representatives at all levels in the organization. This communication should work toward resolving workplace issues at the lowest level possible. The Labor Relations Officer or other official designee should be involved in these discussions whenever possible.

Section 3. The Employer will provide a link on the Employer's intranet where links to employee services are generally located. The Employer will place a copy of this Agreement on Employer's intranet via a link adjacent to the link to the Union home page and will be made available to all employees.

Article 27: Alternative Dispute Resolution

Section 1. The Parties acknowledge the value of alternative dispute resolution processes (ADR) in solving workplace disputes. The parties agree to develop an ADR Program using ADR processes to include:

a. Complaints are processed more quickly and resolved earlier.
b. The process leads to more creative solutions.
c. Savings in time of attorneys, staff, and parties who are federal employees.
d. Quicker resolution than a hearing would offer and less time that the parties have spent under the cloud of pending litigation.
e. Creative resolutions acceptable to the parties, but which a third-party reviewer could not impose
f. A durable and voluntary agreement.

Section 2. Moreover, even in the cases which do not result in resolution, other distinct advantages to the ADR process include:

a. Laying the groundwork for a subsequent settlement.
b. Increasing clarification of the issues for third-party review.

Article 28: Management Rights

Section 1. Nothing in this Agreement shall affect the authority of any management official of the Employer in exercising any of its rights as enumerated in 5 U.S.C. Section 7106.

A. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; or

B. In accordance with applicable laws:

1. To hire, assign, direct, lay off, or retain employees in the Agency or to suspend, remove, reduce in 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 agency operations shall be conducted;

3. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and

4. To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. The Union will be afforded their rights in accordance with applicable laws. Nothing in this article shall preclude the Employer and the Union from negotiating:

1. At the election of the Employer, on the numbers, types, 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;

2. Procedures which management officials of the Employer will observe in exercising any authority under this article; or

3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such Employer officials.

Article 29: Hours of Work

Section 1. The Employer has the responsibility and right to establish tours of duty and assign employees to work tours. The Employer will comply with 5 U.S.C. Chapter 61, Subchapter II, Flexible and Compressed Work Schedules. An employee assigned to a maxi-flex tour of duty may elect the time of such employee's arrival at and departure from work, within designated hours set by the Employer.

Section 2. Employees may be assigned to existing work tour without further negotiation. New types of work tours must be negotiated prior to implementation. When a special work tour may be desirable for one individual, or one position, the supervisor of that organization, with concurrence of the Union, may initiate a request to establish this tour.

The maximum number of non-overtime hours which an employee may include on the work tour on any given day is ten (10) hours. Work hours must be accounted for in quarter (.25) hour increments, subject to exceptions as required by law or regulation.

Section 3. Limited exceptions to the standard business hours to permit employees to work their basic work requirement within the extended hours, Monday through Friday, may be requested by employees of their organizations Director or designee.

Section 4. Standard work tour within the basic workweek consist of five (5) consecutive days, Monday through Friday, and are scheduled to include eight (8) duty hours and a minimum of thirty (30) minutes for lunch. (Example: 8 a.m. to 4:30 p.m., including .5 hour for lunch, Monday through Friday.)

Section 5. First Forty Tour will be restricted to tours of last resort. In no case will such assignments be used to avoid the payment of overtime, night differential or holiday pay unless it has been determined by the Center Director that the use of such assignment is necessary due to funds limitation.

Section 6. The work tour known as Maxi-flex should be considered a standard tour. This tour should generally be subject to the following parameters, but may be adjusted by the Employer. Any changes to the parameters listed below will be subject to impact and implementation bargaining; however impact and implementation bargaining should not delay the Employer's ability to meet operational and business needs.

Section 7. Employees may earn credit hours in quarter (.25) hour increments during the employees assigned work tour. Credit hours cannot be earned on a holiday. Employees may use previously earned credit hours, subject to management approval, in the same manner as they use leave.

Section 8. The agreed upon work tour indicates the arrival and departure times and the number of hours the employee plans to work each day in the pay period.

Section 9. However, employees cannot vary their arrival and departure times:

a. To be outside the assigned work tour; or
b. To interfere with core hours, unless otherwise designated by their approved Maxiflex schedule; or
c. If it would interfere with previously scheduled meetings.

Section 10. Changes in the basic workweek and work tour for employees shall be made only in those areas where the work requirements are clearly on a regular, recurring and continuous basis, and schedules can be determined in advance. No such assignments shall be made solely for the purpose of avoiding the payment of overtime, night differential or holiday pay.

All tours of duty outside the basic workweek and work tour shall be established and affected employees notified in writing at least two weeks in advance. Exceptions to the time elements specified in this section will be made only when the change is directly related to an emergency or an unforeseen work situation. In such cases the Union will be notified.

Article 30: Details and Special Assignments

Section 1. The Parties recognize that details and special assignments are necessary to meet the staffing needs of the Agency and to provide training, experience, and career development opportunities for bargaining unit employees. Assigning employees to details or other special assignments and is a management right. The terms of this Article will be applied fairly and equitably.

a. A detail is the temporary assignment of an employee to a different position or a different set of job duties for a specified period with the employee returning to his or her organization and grade level at the end of the assignment. Details may be to positions at the same, higher, or lower pay grade without change to status and pay. If the detail to a higher grade will exceed 120 days, the competitive procedures as found in this contract must be followed.

b. A special assignment is when an employee assumes temporary collateral duties or responsibilities outside of his or her organization, which have agency-wide impact, while continuing to perform the primary duties and responsibilities of his or her official position.

Section 2. The Employer will select employees for details and special assignments consistent with the Agency's Employer's right to assign work and/or employees consistent with 5 U.S.C. 7106(a), its mission, staffing and workload requirements, and the terms of this Agreement. In making these selections, the Agency Employer will consider such factors as:

a. Employee knowledge, skills, abilities, experience, and relevant competencies;

b. Organizational needs, including the extent to which workload would be interrupted in the office from which the selectee may come;

c. Other relevant job qualifications;

d. Developmental needs of the employee; and

e. Employee expressions of interest.

Section 3. To the extent that these opportunities do not interfere with the Agency's mission requirements, confidentiality of assignment, specialized skill needs, or other legitimate business needs, the Employer will solicit all eligible participants for details and special assignments using the current agency process and systems.

Section 4. Employees involuntarily selected for details may request consideration of any personal hardship (such as a serious personal or family illness) either before or during the detail. Personal hardship requests shall be submitted in writing and shall not be unreasonably denied. Any denials of personal hardship requests shall be provided to the employee, with an

explanation for the denial, in writing, if requested. To the extent an employee encounters personal hardship with the continuation of a detail, the Employer will attempt to either discontinue or modify the detail, where reasonable and appropriate.

At the end of an involuntary detail, an employee will return to his or her grade level. Employees may return to a different organization if mutually agreed between employee and management.

Section 5. The Employer agrees to use competitive placement procedures when detailing employees for more than one hundred twenty (120) days to a higher-grade position.

Article 31: Merit Promotion and/or Placement

Section 1. The Employer adheres to merit principles in all promotion and/or placement actions. All positions will be filled by selection from among the best-qualified candidates available. Selections will be made without regard to age, color, disability, ethnicity, sex, national origin, race, religion, sexual orientation, gender identity or other non-merit factors and will be based solely on job-related requirements.

Section 2. Employees who are temporarily absent (such as in military status, international organization assignment, Intergovernmental Personnel Act assignments, or absent for other legitimate reasons) may remain eligible for promotion while temporarily absent. However, to be considered for promotion or placement, the employee in this status must apply using the same processes as other employees. An employee who will be temporarily absent as described above should contact the Office of Human Capital for guidance.