

**AGREEMENT BETWEEN  
GEORGE C. MARSHALL SPACE FLIGHT CENTER  
AND  
MARSHALL ENGINEERS AND SCIENTISTS ASSOCIATION (MESA)**

**2005 - 2008**

**Local 27  
International Federation of  
Professional and Technical Engineers  
AFL-CIO**

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**Article 1 - Authority**

Section 1.01

This Agreement is entered into between MESA and the MSFC pursuant to the authority granted in Title 5, P.L. 95-454 and the certification by the U.S. Department of Labor, dated February 5, 1973, Case Number 40-4261 (RO).

**Article 2 - Recognition and Unit Designation**

Section 2.01

The MSFC hereby recognizes that the MESA is the exclusive representative of all employees in the unit (as defined in Section 2.02 below), and the MSFC recognizes that the MESA has the right and responsibility to represent the interests of all such employees with respect to grievances, personnel policies and practices, or other matters affecting their general working conditions, subject to the provisions of this Agreement.

Section 2.02

The unit to which this Agreement shall apply is composed of all professional engineers and scientists (NASA Classification Code Series 200 and 700) employed by the MSFC but excluding all management officials, nonprofessional employees, all other professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity and supervisors and guards as defined in Title 5 and as certified by the United States Department of Labor, Case Number 40-4261 (RO).

Section 2.03

For the purpose of unit determination under Section 7112 of Title 5, the term management official is defined in Section 7103(a)(11) as "an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency." MSFC will apply that definition and any future rulings by appropriate authorities. Changes in status to or from "management official," as defined above, will be included in the report of bargaining unit membership provided in Article 18.

Section 2.04

Recognition of a labor organization does not (1) preclude an employee, regardless of whether he/she is in a unit of exclusive recognition, from exercising grievance or appellate rights established by law or regulations or from choosing his/her own representative in a grievance or appellate action, except when the grievance is presented under Article 11 of this Agreement; (2) preclude or restrict consultations and

dealings between an agency and a veterans' organization with respect to matters of particular interest to employees with veteran's preference; or (3) preclude an agency from consulting or dealing with a religious, social, fraternal, professional or other lawful association, not qualified as a labor organization, with respect to matters or policies which involve individual members of the association or are of particular applicability to it or its members. Consultations and dealings under subpart (3) of this Section shall be so limited that they do not assume the character of formal consultation on matters of general employee-management policy covering employees in that unit, or extend to areas where recognition of the interests of one employee group may result in discrimination against or injury to the interests of other employees.

### **Article 3 - Requirement of Law and Management Rights**

#### **Section 3.01**

The rights of the MSFC include those set forth for "Agency" in Section 7106 of Title 5.

#### **Section 3.02**

The MSFC acknowledges its duty and responsibility to negotiate in good faith with the MESA and that this responsibility includes the obligation as stated in Section 7114(b) of Title 5.

#### **Section 3.03**

The MSFC acknowledges that each manager and supervisor will be responsible for observing and implementing, as applicable, all provisions of this Agreement.

#### **Section 3.04**

The MSFC shall annually inform members of the bargaining unit of their rights to request representation by the MESA as provided in Section 7114(a)(3).

#### **Section 3.05**

The MSFC will, when receiving complaints, grievances, or problems encountered by MESA or unit members, make an effort to ascertain the true and complete facts relating to the situation in order to facilitate appropriate and timely resolution or action.

#### **Section 3.06**

The MSFC agrees to inform MESA of decisions resulting in changes to the MSFC role, mission, or organization when the change will impact the bargaining unit. This notification to MESA will occur prior to general notification of employees and the news media.

### **Article 4 - Rights and Responsibilities of the MESA**

#### **Section 4.01**

The rights of the MESA include those set forth for the labor organization in Section 7114 of Title 5.

#### **Section 4.02**

The MESA will, when reviewing or submitting complaints, grievances, or problems encountered by MESA or unit members, make an effort to ascertain, document, and present the true and complete facts relating to the situation in order to facilitate appropriate and timely resolution or action.

#### **Section 4.03**

The MESA will support the MSFC's efforts to eliminate waste; conserve materials and supplies; uphold high standards of workmanship and safe practices; minimize absenteeism, tardiness, carelessness and any other conditions which adversely affect the mission or hamper efficiency; and encourage the submission of ideas that may result in improvements and cost reductions.

#### **Section 4.04**

The MESA acknowledges that each officer and representative will be responsible for observing and implementing, as applicable, all provisions of this Agreement.

#### Section 4.05

The MESA will present problems or MESA complaints to the lowest level of management having authority to take corrective action. The MESA will make an effort to resolve problems at the Center level before referring these matters to external parties, organizations, or groups, except as otherwise provided by statute, regulation, or Title 5. This in no way prohibits the MESA from consulting with properly constituted authorities regarding regulatory, procedural, or statutory matters.

#### Section 4.06

The MESA will furnish the Employee Services & Operations Office a current copy of the ruling constitution and by-laws and any subsequent changes.

### **Article 5 - Rights and Responsibilities of the Employees**

#### Section 5.01

The rights and responsibilities of bargaining unit employees are in accordance with those of Section 7102 of Title 5.

#### Section 5.02

The MSFC shall annually issue a memorandum to each and every unit member to apprise him/her of the rights provided under Sections 7102 and 7114(a)(3) of Title 5.

#### Section 5.03

If a unit employee covered by the terms of this Agreement is detailed or assigned to another facility or office that is not under the control of MSFC, MSFC will make every effort to assure that the employee does not forfeit any rights or benefits provided under this Agreement.

#### Section 5.04

Every employee shall have the right to bring matters of personal concern to the attention of appropriate MESA representatives and/or officials of the MSFC. In exercising this right, unit employees shall abide by the terms of this Agreement.

### **Article 6 - Matters Appropriate for Consultation or Negotiation**

#### Section 6.01

It is hereby agreed that matters appropriate for consultation or negotiation include personnel policies, practices, and matters affecting working conditions for bargaining unit employees.

#### Section 6.02

MSFC and MESA agree to implement Title 5's obligation to negotiate when a new or revised personnel policy, practice or procedure is to be issued which affects the MESA bargaining unit, unless otherwise provided in this Agreement. Prior to implementing new or revised personnel policies, practices or procedures, MSFC will present a proposal to MESA. MESA will be permitted a reasonable amount of time (normally 10 workdays) to submit written comments on the proposed changes. Either party may request a meeting on the proposal. This meeting must be held within 10 workdays after the written request for the meeting has been received. If such a meeting is held, MESA must submit its comments and rationale for comments within five workdays after the meeting has been held.

#### Section 6.03

For the purposes of this Agreement, MSFC and MESA agree to the following definitions:

*The term "negotiate" is defined in this contract as the obligation of the parties to meet with the intent of reaching agreement on a matter. When the term "negotiate" is used and the parties are unable to reach agreement, either party has the right to request, within a reasonable period of time, the services of the Federal Mediation and Conciliation Service or the Federal Service Impasses Panel, as appropriate, in an attempt to facilitate the negotiation process.*

*The term "consult" is defined in this contract as the obligation of a party to provide a proposal to the other within a reasonable period of time prior to taking an action. The party receiving the proposal will have a reasonable period of time to present its views on the proposal in writing. Either party may request a meeting on the proposal.*

## **Article 7 - Personnel Records**

### **Section 7.01**

The Official Personnel Folder prescribed by the Office of Personnel Management (OPM) is an official repository for records affecting an employee's status and service during his/her entire Government employment. The folder provides the basic source of factual data about the employee's employment history and this is used by the Employee Services & Operations Office in screening qualifications, determining status, computing length of service, and other information needed in providing personnel services. In addition, folders may be reviewed by, or be used to furnish information to, supervisors, managers, and other officials whose duties require access to such folders.

### **Section 7.02**

Access to the Official Personnel Folder of an employee is limited by the MSFC in accordance with OPM regulations governing such. Each employee or his/her representative designated in writing will, upon request, have access to review any document in the Official Personnel Folder. The files may be reviewed in the 201 file room during normal duty hours.

### **Section 7.03**

Except as provided by law or regulation, no document will be placed in an employee's Official Personnel Folder without the employee's knowledge.

### **Section 7.04**

Employees are provided "Employee Copies" of, and are expected to maintain a personal file of, permanent records placed in their Official Personnel Folder in accordance with OPM instructions. However, employees will be provided a single replacement copy of these documents if they are needed, upon request. Reproduction of extra copies is the employee's responsibility.

### **Section 7.05**

Records in the Official Personnel Folder are used by the MSFC for source data in many instances and can have a direct effect on the employee's employment situation. This includes use for determining qualifications in promotion actions and for reduction-in-force placement determinations. In these instances, an employee's total experience and educational background are considered, both Federal and private industry. Therefore, it is the responsibility of each employee to review his/her file periodically and submit supplemental qualification statements as required for inclusion in his/her Official Personnel Folder to ensure proper credit under these circumstances.

## **Article 8 - Labor-Management Meetings**

### **Section 8.01**

In an effort to promote better labor-management relations and in order to provide a mutual understanding of each other's problems, it is agreed that representatives of the parties to this Agreement should meet together to exchange information and attempt to resolve problems.

### **Section 8.02**

In furtherance of the above objective, the Employee Services & Operations Manager will meet with the President of MESA on a quarterly basis.

### **Section 8.03**

A semiannual meeting will be held between the President, MESA Local 27, IFPTE, and the Center Director. Meetings will be scheduled by the Employee Services & Operations Manager and will normally be scheduled for one hour.

#### Section 8.04

It is agreed that meetings will be held quarterly between Departmental Representatives and area Vice Presidents and the heads of organizations represented for the purpose as provided in Section 8.01.

#### Section 8.05

Scheduled meetings will be held on the second Tuesday of each month between representatives of the MSFC Labor Relations Officer and the MESA in order that a free exchange of information may occur. No agenda will be required and the parties shall be free to explain any area(s) of interest to each other.

#### Section 8.06

Additional meetings may be requested by either party in the event of a matter requiring prompt attention.

### **Article 9 - Union Representation**

#### Section 9.01

The MSFC agrees to recognize and deal with all authorized officers and authorized representatives of the MESA at the appropriate level of representation and to encourage them, as a matter of good labor relations, to express themselves concerning the development and administration of personnel policies, procedures, and working conditions affecting employees within the unit.

#### Section 9.02

It is agreed that the number of MESA representatives shall be established to assure that each employee within the unit has reasonable access to a MESA representative.

#### Section 9.03

The MESA agrees to maintain with the MSFC on a current basis a complete list of all elected officers, authorized representatives, and committee memberships, together with the specific organizational component in which each MESA representative is authorized to act in behalf of MESA.

#### Section 9.04

The MESA agrees that each MESA representative shall normally restrict his/her MESA representation to the specific work area or organizational component in which he/she is authorized by the MESA to act in its behalf and such authority has been made known to the MSFC. MESA has the right to bring in a subject matter specialist to aid the MESA representative in problem resolution.

#### Section 9.05

In recognition that improvements in labor-management relations may be brought about through constructive activities on the part of the Executive Board of the MESA, the MSFC agrees to permit reasonable time off to conduct the internal business of the MESA. When such time off is required for internal MESA business, it will be charged to annual leave, compensatory time or non-pay status if paid leave is depleted.

#### Section 9.06

The MSFC agrees to allow MESA representatives and officials time off, without loss of pay or benefits, in accordance with the following provision: Total official time allowed for representational purposes shall be authorized in the amount of 7280 hours per contract year. Unused official time shall expire at the end of each contract year and a new allotment made for the succeeding contract year. Nothing in this Article will preclude a MESA representative from requesting additional time off from official duties in an annual leave or LWOP status.

#### Section 9.07

The time allocated for representation shall include attending meetings with representatives of the MSFC and conferring with employees on appropriate matters directly related to work situations and employee grievances within the Unit. The MESA agrees to guard against the use of excessive time for such activities and to encourage all MESA representatives within the unit to engage only in those activities

which are authorized by this Agreement or appropriate regulations. It is agreed that representatives will be authorized to leave their work areas, with their supervisor's consent (which shall not be unreasonably withheld), to bring about proper disposition of a grievance or complaint. It is understood that such requests for time will be considered in light of the departmental representative's government position and the conditions existing at the time. Representatives will conduct their business with dispatch. If the supervisor of such MESA representative believes that such said representative's performance of his/her MESA assignments interferes with his/her official MSFC duties, the matter will be discussed between the supervisor and MESA representative. If these differences cannot be resolved, the matter shall be referred to the Labor Relations Specialist, Employee Services & Operations Office, and the MESA President for resolution.

#### Section 9.08

Time used by MSFC employees who serve in the capacity of a MESA representative should be coded to Labor Code 090-20-02.

#### Section 9.09

In the event that it is decided to change any MESA officer's or representative's work assignment, work shift, or basic workweek, the MSFC will, except in an emergency, give the officer or representative concerned and the MESA five (5) working days' notice prior to the effective date of such change in order that the MESA may be able to make appointments or other arrangements. The reasons for effecting the change will be discussed with the MESA prior to the change.

#### Section 9.10

The MSFC agrees to make the necessary arrangements for authorized local and national representatives of the International Federation of Professional and Technical Engineers to visit the Agency at reasonable times, subject to applicable security regulations, on appropriate business such as: (a) To meet with management officials; (b) At the request of an employee to assist him/her in the preparation and presentation of a grievance or an appeal; (c) To meet with an employee at the employee's request; and (d) To accomplish special administrative assignments for the MESA. Such representatives will make arrangements through the Labor Relations Officer. The MSFC agrees to provide a meeting place where such visits can be held in private.

#### Section 9.11

The MSFC agrees that the MESA may receive and investigate any complaint or grievance pertaining to employees within the Unit. The MESA agrees not to solicit complaints and grievances.

#### Section 9.12

The MSFC agrees that facilities will be provided the MESA, wherever practicable, for meetings with individual employees regarding complaints and/or grievances and will ensure maximum privacy for such meetings. All requests for use of MSFC facilities will be made through the Labor Relations Officer.

#### Section 9.13

It is agreed that recognized MESA representatives shall have the right to exercise their responsibility to advance the best interest of and to represent the employees covered by this Agreement, and shall be permitted to engage in authorized activities on behalf of the MESA. In order to accomplish the purpose outlined above, the MSFC agrees to provide the MESA with access to the official file of the employee, with the employee's consent, and/or other information as prescribed by rules, regulations, and laws.

#### Section 9.14

It is agreed that no MESA representative shall be denied any right or privilege that he/she may otherwise be entitled to or be given low performance appraisals solely because of his/her serving as a MESA representative.

#### Section 9.15

For purposes of employee representation, the MESA will be permitted the use of existing reproduction facilities and telephone facilities.

#### Section 9.16

The MSFC agrees to provide MESA a quarterly report specifying only the total number of hours charged to representation. Time used in negotiations, while being official time, shall not be counted toward the authorized amount of Section 9.06.

### **Article 10 - Disciplinary or Adverse Actions**

#### Section 10.01

Employees may be formally disciplined by the MSFC by being reprimanded in writing, suspended from duty, reduced in grade or pay, or removed from employment. Any such disciplinary action must be for just cause.

#### Section 10.02

A disciplinary action, for purposes of this Article, is defined as a written reprimand or a suspension for fourteen (14) days or less. An adverse action is defined as a removal, suspension for more than fourteen (14) days, furloughs without pay, and reductions in grade or pay. An adverse action may be taken only for such cause as will promote the efficiency of the public service.

#### Section 10.03

In all cases of proposed adverse action, the employee and his/her MESA representative shall be given a detailed written notice of the specific charges which form the basis for the proposed adverse action at least thirty (30) calendar days in advance of the action. The employee will be given an opportunity to respond orally and/or in writing to the charges prior to a decision on the charges.

#### Section 10.04

A MESA representative shall be given the opportunity to be present at any examination of an employee in the MESA unit by a representative of the MSFC in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests such representation. In the event of such a request, the MSFC agrees to delay the examination until the representative can be present. The right to have a MESA representative present does not extend to informal day-to-day discussions between management and employees. Disagreement as to whether an employee has a right to a MESA representative at a specific meeting will be referred to the MSFC Labor Relations Officer for good faith discussions with the MESA in an attempt to resolve the matter.

#### Section 10.05

When an employee receives official written notification of a proposed action, the employee will be provided an opportunity to:

- a. Obtain a MESA representative or other representative if he/she so desires.
- b. Review the material (accompanied by his/her representative if he/she so desires) used as a basis for initiating the adverse action.
- c. Answer the proposal and submit affidavits or other material in support of his/her answer.

The appropriate management official will carefully consider the employee's answer and inform the employee and his/her representative of his/her decision on or before the effective date of any formal action. An employee shall be given official time for reviewing the material relied on by the MSFC to support the reasons in the notice, answering the notice, and furnishing affidavits in support of the answer.



#### Section 10.06

Disciplinary action taken under this Article does not apply to:

- a. A suspension or removal for national security reasons under Title 5, US Code, Section 7532.
- b. A reduction-in-force action under Title 5, US Code, Section 3502.
- c. Reduction in grade or removal based on unacceptable performance under Title 5, US Code, Section 4303.

#### Section 10.07

In cases where a disciplinary action is proposed against any unit employee, MESA shall be notified of the nature of the charges and the basic organization where the employee is assigned within one workday of the time the employee is notified.

#### Section 10.08

In any situation where MESA represents the employee, copies of all MSFC correspondence to the employee concerning the matter on which he/she is being represented shall be furnished to the MESA by the MSFC.

#### Section 10.09

Employees will be advised by MSFC as part of any action taken against them under this Article of the grievance procedure or appeals system available to them including statutory appeal procedures and/or those provided by this Agreement, as appropriate.

#### Section 10.10

The MSFC agrees that an employee and his/her representative in presenting an appeal or grievance shall be free from restraint, interference, coercion, discrimination, or reprisal as guaranteed by Title 5.

#### Section 10.11

It is agreed that the MESA shall have the right to be present throughout an employee's adverse action appeal hearing.

#### Section 10.12

In cases where a unit employee has received a written proposal of disciplinary action two (2) or more times by the same supervisor/manager and the action is subsequently withdrawn, the MESA, with the consent of the employee, may make a request to the directorate level or equivalent to have the employee reassigned to another area/supervisor.

### **Article 11 - Grievance Procedure**

#### Section 11.01

The purpose of this negotiated grievance procedure is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. The procedure described herein shall be the exclusive procedure available to the MESA, the MSFC and the unit employees for resolving grievances which fall within its coverage.

#### Section 11.02

This grievance procedure shall apply to:

1. Any complaint(s) by a unit employee or MESA concerning any matter relating to the employment of the employee or concerning either an alleged breach or misapplication of the MSFC/MESA negotiated Agreement or any claimed violation, misinterpretation, or misapplication by MSFC of any law, rule, or regulation affecting the employee's conditions of employment as defined in Section 7103(a)(14) of Title 5.

2. Except where excluded by law or by Section 11.03, all matters for which a statutory appeal channel exists, such as:
  - a. Level of competency decision
  - b. Salary retention decisions
  - c. Classification actions involving loss of grade or pay.
3. Actions covered by 5 USC 7512:
  - a. Removals
  - b. Suspensions for more than 14 days
  - c. Reduction in grade or pay
  - d. Furlough for 30 days or less.
4. Actions covered by 5 USC 4303:

Complaints in connection with actions under 5 USC 7512 and 4303 may, at the option of the employee, be grieved under this procedure or processed through the appropriate statutory appeal procedures, but not both.
5. Unfair Labor Practice:

An allegation of an Unfair Labor Practice (ULP) under Section 7116 of Title 5 shall be subject to this grievance procedure or, at the discretion of the grievant, may be raised before the General Counsel of the Federal Labor Relations Authority in accordance with Section 7116(d) of Title 5, but not under both procedures.
6. Institutional grievances filed by MESA or the MSFC alleging violations of the terms of this Agreement.
7. Allegations of prohibited personnel practices under 5 USC 2302.

Complaints in connection with actions under 5 USC 2302(b)(1) may, at the option of the employee, be grieved under this procedure or processed through the appropriate statutory appeal procedures, but not both.
8. Complaints of discrimination based upon race, color, religion, sex, national origin, age, physical or mental handicap, marital status or political affiliation.
9. Any complaint otherwise grievable which includes a complaint of discrimination.

Complaints under paragraphs (8) and (9) may, at the option of the employee, be grieved under this procedure or processed through the agency complaint system, but not both. This selection of the grievance procedure in no manner prejudices the right of the employee to request the MSPB or the EEOC to review the final decision.

#### Section 11.03

This grievance procedure shall not apply to complaints which pertain to the following:

- a. Matters exempted by Section 7121(c) of Title 5 as follow:
  1. Alleged violations of Chapter 73 of Subchapter III of Title 5 of the U.S. Code pertaining to prohibited political activities;
  2. Retirement, life insurance or health insurance;
  3. A suspension or removal under Section 7532 of Title 5 of the U.S. Code (actions based on national security reasons);
  4. Any examination, certification or appointment; or
  5. The classification of any position which does not result in the reduction in the grade or pay of an employee.
- b. Complaints regarding the Occupational Safety and Health Act.
- c. Complaints regarding the Fair Labor Standards Act.
- d. Complaints regarding reduction-in-force (RIF) actions.

#### Section 11.04

The MESA shall represent unit employees utilizing the procedures of this Article, except that nothing shall preclude a unit employee from presenting and processing a grievance under these procedures on his/her own behalf and without representation. The MESA shall be given the opportunity to be represented at the grievance proceedings concerning such grievances. Any adjustment of such grievance(s) may not be inconsistent with the terms of this Agreement.

#### Section 11.05

At any stage of the grievance proceedings, the MESA has the right to refuse further representation of the employee if MESA determines that the grievance lacks merit and that determination is based on a reasonable and good faith assessment of the employee's grievance. In such event, the employee may continue to process the grievance on his/her own up to arbitration which may only be invoked by the MESA.

#### Section 11.06

In order to be considered under the procedures of this Article, an employee's grievance must be submitted in good faith and within a reasonable period of time. Grievances will not be accepted for consideration unless they are submitted within thirty (30) calendar days after the occurrence of the incident or incidents upon which the grievance is based or within thirty (30) calendar days after the employee first becomes aware of the incident. Grievances relating to a continuing practice or condition may be initiated at any time. The grievant will be afforded official time and his/her representative shall be on representational time necessary for preparation and presentation of the grievance.

#### Section 11.07

Grievances by unit employees shall be processed as follows:

#### ACTION TO BE TAKEN BY THE SUPERVISOR

- a. A grievance must not be refused under the informal procedure for any reason. The supervisor who receives the informal grievance must consider the views of the employee, obtain any necessary information, advice or assistance, and make positive, constructive efforts to resolve the matter.
- b. Even if the grievance is not within the authority of the supervisor to decide, it is the supervisor's responsibility to go to the person(s) having the authority and attempt resolution. Those who are called upon for information, advice or assistance are to give prompt attention to the matter so problems can be resolved quickly and effectively, or, if not resolved, so there can be better understanding of all points of view.
- c. In some cases, the supervisor may be personally involved in the grievance; for example, the grievance may be about a decision made by the supervisor, or it may be about working conditions or requirements established by the supervisor. Whether or not the supervisor is involved, it is still the supervisor's responsibility to deal with the grievance as objectively as possible.
- d. Unless the grievance is quickly resolved, the supervisor must consult a Human Resources Specialist (designated by the Employee Services & Operations Manager). The Human Resources Specialist will take actions to help resolve the grievance informally; for example, clarification of the problem, explanation of personnel regulations and procedures, assurance that information is communicated and understood by the supervisor and employee, and involvement of other officials in efforts to help resolve the matter. The MESA or MSFC may call a reasonable number of witnesses who shall suffer no loss of pay or leave for such services.
- e. When the grievance is resolved to the satisfaction of the employee, appropriate corrective action will be initiated and the employee informed.
- f. When the matter is not resolved to the satisfaction of the employee, the employee will be notified in writing of the reasons for the conclusions reached and advised of his/her rights to file a formal grievance within 10 workdays and to have representation in presenting his/her grievance.

- g. If the grievance was not timely or consists of a matter not covered by the grievance system, the employee will be so advised, but he/she must be allowed to submit his/her grievance under the formal procedure if he/she wishes.
- h. Time Limit: The employee will receive the response within 10 workdays of the date the grievance was presented. This time limit may be extended five (5) workdays if: (1) additional time is needed to help resolve the grievance informally; (2) a Human Resources Specialist concurs in the extension; and (3) the employee is notified in writing of the extension and the reason for it. Further extensions may be similarly authorized if the employee concurs in each additional extension.

#### Section 11.08

##### ACTION TO BE TAKEN BY THE EMPLOYEE

- a. After completing the informal procedure, an employee may present a formal grievance if he/she is not satisfied with the response he/she received under the informal procedure or if he/she received no response within the 10-day period. If the grievant decides not to pursue a formal grievance, the MESA may introduce a formal grievance of its own to resolve the issue.
- b. The formal grievance shall be reduced to writing on the MESA-MSFC Negotiated Grievance Form (MSFC Form 3603) and:

Submitted to the Employee Services & Operations Manager;

- 1. Contain sufficient detail to identify the basis for the grievance;
  - 2. Specify the personal relief requested by the employee;
  - 3. Give the date when, and identify to whom, the grievance was presented under the informal procedure and indicate whether a response was received and the date;
  - 4. If there is a representative, give his/her name, address, and telephone number.
- c. Time Limit:
  - 1. The formal grievance must be filed within 10 workdays after the employee is notified of the results of the informal grievance; or if there was no response, within 20 workdays after the grievance was presented under the informal procedure.
  - 2. If circumstances beyond the control of the employee kept him/her from presenting the informal or formal grievance on time, a written explanation must be included with his/her formal grievance. The explanation will be considered by the Employee Services & Operations Manager in determining whether the grievance is timely.

#### Section 11.09

##### ACTION TO BE TAKEN BY THE Employee Services & Operations Manager

- a. The Employee Services & Operations Manager will determine whether or not the matter is covered wholly or in part by the grievance system, is timely, and has been processed through the informal procedure. A judgment on the merits of the issue will not be the basis for determining whether or not to accept a grievance. If the grievance is rejected, the Employee Services & Operations Manager will notify the employee in writing and state the reasons.
- b. If accepted, the Employee Services & Operations Manager will transmit the formal grievance to the appropriate Deciding Official selected in accordance with MPD 1200.3. A copy of the transmittal correspondence will be sent to the employee.
- c. Time Limit: The Deciding Official will receive the formal grievance within five (5) workdays after it is filed.
- d. A reasonable amount of time will automatically be granted to the Employee Services & Operations Manager in the event of an unusual number of actions such as a major RIF.

#### Section 11.10

##### ACTION TO BE TAKEN BY THE DECIDING OFFICIAL

- a. The Deciding Official will consider the views of the employee and the basis for his/her grievance, the supervisor's reasons for not granting the relief requested, obtain other information and advice, and take any other appropriate steps in his/her attempt to resolve the grievance. If it is not resolved in a manner acceptable to the employee, the Deciding Official will notify the Employee Services & Operations Manager who will select three (3) Examiners. The Examiner will not be from the same line of authority as the Deciding Official, the grievant, nor the MSFC official(s) who may be the subject of the grievance(s). The names of these individuals shall be submitted to the grievant and/or his/her representative who shall indicate within five (5) workdays his/her preference of the individual to act as the Examiner. The Employee Services & Operations Manager will notify the Deciding Official of the name of the Examiner selected.
- b. Time Limit: Within 10 workdays of receipt of the grievance, the Deciding Official must resolve it to the employee's satisfaction or refer it to the Employee Services & Operations Manager for selection of an Examiner. At the same time, the Deciding Official will provide the grievant and his/her MESA Representative a copy of the document referring the grievance back to the Employee Services & Operations Manager. The Employee Services & Operations Manager shall submit a list of Examiners to the grievant and his/her MESA Representative within 5 workdays of receipt of the Deciding Official's notification. Within 5 workdays of receipt of the list of Examiners, MESA will notify the Employee Services & Operations Manager of the Examiner selected to conduct an inquiry into the grievance.

#### Section 11.11

##### ACTION TO BE TAKEN BY THE EXAMINER

- a. The Examiner must conduct an inquiry of a nature and scope appropriate to the issues involved in the grievance. The inquiry may consist of:
  1. The securing of documentary evidence;
  2. Personal interviews;
  3. A group meeting;
  4. A hearing; or
  5. Any combination of (1) through (4) above.
- b. The Examiner will determine the extent of the inquiry, whether a hearing is necessary and how it will be recorded.
- c. In the event of a hearing, MESA or MSFC may request the Examiner to call a reasonable number of witnesses who shall suffer no loss of pay or leave for such services.
- d. When the Examiner begins the inquiry, he/she will establish an independent grievance file, separate and distinct from the Official Personnel Folder. The grievance file is the official record of the proceedings and must include all documents related to the grievance. Information to which the Examiner is exposed which cannot be made available to the employee in the form in which it was received must be included in the file in a form in which the employee can review it, or it must not be used. On completion of his/her inquiry, the Examiner will make the grievance file available to the employee, his/her representative, and the representative of management for review and comment. Their comments, if any, will be included in the file.
- e. The Examiner will prepare a report of his/her findings and recommendations based on analysis of evidence secured through the inquiry. For each issue, the Examiner must analyze and weigh the evidence. If he/she determines that the employee has a reasonable basis for his/her grievance, he/she must then determine whether the adjustment the employee has requested is reasonable and should be granted.
- f. The Examiner must submit the grievance file containing his/her report of findings and recommendations to the Deciding Official and must furnish the employee, his/her representative, and management's representative a copy of the report.

- g. Time Limit: The Examiner has 20 workdays to complete his/her work except when a hearing is held, the time limit will be extended to 30 workdays.

#### Section 11.12

##### ACTION TO BE TAKEN ON THE EXAMINER'S RECOMMENDATIONS

- a. The Deciding Official must accept the Examiner's recommendations unless:
  - 1. The Center Director is the Deciding Official; or
  - 2. The Deciding Official grants the relief sought by the employee; or
  - 3. He/she determines that the Examiner's recommendations are unacceptable and transmits the grievance to a higher level of authority for decision.
- b. Time Limit: Unless he/she refers the grievance to a higher level official, the Deciding Official will notify the employee of his/her decision and initiate any appropriate corrective action within 10 workdays of his/her receipt of the Examiner's report.
- c. When he/she determines that the Examiner's recommendations are unacceptable, the Deciding Official will transmit the grievance file with a specific statement of the basis for that determination to the Center Director or his designee.
- d. Time Limit: The grievance file must be referred to the higher level official within 10 workdays of receipt of the Examiner's report and a copy of the transmittal statement furnished to the employee and his/her representative.
- e. The NASA official to whom the grievance is referred by the Deciding Official will consider the grievance file, the Examiner's recommendations, and the Deciding Official's reasons for non-acceptance, and arrive at a decision.
- f. A decision on a grievance filed under the formal procedure will be in writing, addressed to the employee, and contain findings on all issues covered by the Examiner's inquiry. It must be issued by the person who makes the decision.
- g. Time Limit: The employee must receive the notice of decision from the higher level official within 10 workdays after the grievance has been referred to him/her.

If the MESA is not satisfied with the decision of the Deciding Official or a higher level official (if referred to, whichever the case may be), the MESA may, within 30 calendar days thereafter, give formal written notice to the MSFC that the unresolved grievance shall be referred to arbitration in accordance with Article 12, Grievance Arbitration.

#### Section 11.13

- a. Grievances concerning matters for which a statutory appeal procedure otherwise exists but for which the negotiated grievance procedure has been made the exclusive procedure for employees in the Unit, must be submitted to the Employee Services & Operations Manager within 30 calendar days of the effective date of the action involved and shall commence under Section 11.08 of the grievance procedure.
- b. Appeals of suspension of 14 days or less will be accepted under this grievance procedure and such appeals will commence under Section 11.08 of the grievance procedure.

#### Section 11.14

The MESA or the MSFC may initiate a grievance concerning a matter covered by the procedures in this Article within thirty (30) calendar days of the incident or receipt of knowledge of the incident, giving rise to the grievance. The MSFC or MESA will initiate a grievance by informing the other party concerned, in writing, of the incident and corrective action desired. Within 10 calendar days after receipt of the grievance, the parties will meet to attempt to resolve the matter. If the procedural steps of this Article are not appropriate and if the parties cannot resolve the matter to the aggrieved party's satisfaction within 15 calendar days of the meeting, the MSFC or the MESA may use the arbitration procedures provided in

Article 12 of this Agreement. Such grievances, if not resolved, may, with the consent of both parties, be referred to FMCS for grievance mediation before proceeding to arbitration.

#### Section 11.15

In accordance with Section 7121(a)(1) of Title 5, disputes between the MESA and the MSFC regarding the arbitrability of grievances filed under this Article may be submitted to binding arbitration under the provisions of Article 12, at the request of either party. This does not preclude the parties from mutually agreeing to seek an opinion jointly or, failing agreement, independently from an appropriate source such as the U.S. Office of Personnel Management, when that Agency has primary responsibility for the issue involved. Opinions rendered by such appropriate authorities shall be made available to the arbitrator should the issue proceed to arbitration.

#### Section 11.16

All time limits provided for herein may be extended by mutual agreement of the parties provided that a request for extension is presented prior to the end of the prescribed time limit.

#### Section 11.17

When the MSFC and the MESA agree that multiple grievances from the same person pertain to the same basic issue, the grievances will be combined and processed as a single grievance. In addition, where a number of different people file similar grievances relating to the same issue, the MSFC and the MESA will jointly select one of the grievances which will be processed to a decision which will apply to the entire group.

#### Section 11.18

The MSFC shall, upon request, permit MESA inspection of pertinent payroll and other records (subject to the Privacy Act of 1974) for the purpose of substantiating the claim of the parties at any step of the grievance.

### **Article 12 - Grievance Arbitration**

#### Section 12.01

The purpose of this Article is to provide for arbitration of unresolved grievances processed under Article 11 of this Agreement. Arbitration shall be invoked only by the MESA or the MSFC.

#### Section 12.02

Invoking Arbitration:

- a. In order to invoke arbitration under this Article, the moving party must provide written notification to the other party to this Agreement within thirty (30) calendar days from the date of receipt of the decision at Section 11.12 of Article 11.
- b. Within seven (7) calendar days from the date arbitration is invoked under (a) above, the parties shall meet for the purpose of selecting an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) calendar days of receipt of the list to select an arbitrator. If the parties cannot mutually agree to one (1) of the listed arbitrators, then the parties will alternately strike one (1) name from the list until only one (1) name remains. The remaining name shall be the duly selected arbitrator.

#### Section 12.03

The arbitrator's fee and expenses shall be borne by the party which initiated (submitted) the arbitration under Article 11; provided that, if the party initiating the arbitration prevails by the arbitrator's award, the other party shall be responsible for said fee and expenses. If the award recognizes the validity of both parties' actions, responsibility for the fee and expenses shall be divided equally between the parties. Should the parties fail to agree upon responsibility for said fee and expenses, the matter shall be submitted to the arbitrator for final resolution.

#### Section 12.04

The arbitration hearings shall normally be held during the regular day shift hours of the basic workweek. Employees serving as MESA representatives, the aggrieved employee and the employee witnesses shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

#### Section 12.05

The arbitrator will be requested to render his/her award to the MSFC and the MESA as quickly as possible, but no later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree.

#### Section 12.06

It is agreed that an arbitration award under this Article will be final and binding upon the parties except that either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority pursuant to the arbitration (other than an award relating to a matter described in Section 7121(F) of Chapter 71 of Title 5 of the U.S. Code).

#### Section 12.07

Transcription of an arbitration hearing, in any form, shall be by court reporter or other stenographic service retained by the party requesting transcription. If both parties request transcription, the services of one court reporter or other stenographic service shall be secured upon agreement of the parties, and the costs divided equally between the parties.

#### Section 12.08

In the event that a dispute between the parties involves issues of grievability/arbitrability, the arbitrator shall decide any such issues before proceeding to the merits of the dispute. The arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement. Such right is the prerogative solely of the MESA and the MSFC.

### **Article 13 - Timekeeping**

#### Section 13.01

Unit employees will not be required to use time clocks. Other documentary substitutes (e.g., verbal or written sign-in/sign-out procedures) that are used for recording arrival and departure time will not be completed by unit employees except:

- a. MSFC may require documentary substitutes for individuals suspected of abusing this privilege;
- b. Unit employees may be required to report any deviation from a tour of duty to the employee's supervisor or official timekeeper.

#### Section 13.02

When required, unit employees will record the time spent on all projects/tasks assigned during duty hours, including Union representational activities.

#### Section 13.03

Unit employees will not be required to record "other time on the premises" (formerly called E-Time) on the timecard.

### **Article 14 - Workweek and Tour of Duty**

#### Section 14.01

The standard tour established for MSFC is a 40-hour week consisting of five eight-hour days to be worked between 6:00 a.m. and 6:00 p.m., Monday through Friday. In addition, employees shall have the option of working either a compressed tour or a maxiflex tour in accordance with the terms of this Article. Information related to MSFC attendance and leave policies may be found in MGM 3600.1.



#### Section 14.02

Each unit employee working a standard tour will request a work schedule with times to begin at 15-minute intervals between the hours of 6:00 a.m. and 9:30 a.m. The team leader/supervisor will approve the requested standard tour except in situations where he/she feels that the schedule will adversely impact the employee's performance of assigned duties or the workload of the office. The tour shall be approved for two pay periods in duration; and if the employee does not request a new standard tour at the end of two pay periods, the tour shall be extended for an additional two (2) pay periods subject to the same conditions described above. On a given day, the standard tour schedule may be changed by the employee, with prior team leader/supervisory approval, within the hours of work specified in Section 14.01. Such approval shall not be unreasonably withheld.

#### Section 14.03

Unit employees shall have the option of working a compressed tour, subject to the conditions outlined in this Article. The compressed tour shall consist of eight nine-hour days, one eight-hour day and one day off each pay period. These ten days shall be Monday through Friday of each week of the two-week period. Each employee working a compressed tour will request a tour of duty with times to begin at 15-minute intervals between the hours of 6:00 a.m. and 8:30 a.m. Changes to established schedules must be requested and approved prior to the beginning of the current pay period.

#### Section 14.04

Employees may schedule their day off subject to approval by the team leader/supervisor. When a holiday occurs during a pay period, each employee working a compressed tour will record the number of hours regularly scheduled for that day. When a holiday occurs on an employee's scheduled day off, the holiday will become the preceding workday. In the event the holiday occurs on a Monday, the holiday will occur on the following workday. Employee's work schedules will not be adjusted in order to be paid for a greater number of hours on a holiday. In all other pay periods, the scheduling of the eight-hour day will be requested by the employee and subject to the approval of the team leader/supervisor. The scheduling of a compressed tour day off may be disapproved based upon staffing or work requirements. In cases of conflicting requests, which cannot be resolved by the supervisor and the employees, the unit employee with the greatest amount of Federal service will be given the first choice, with subsequent choices based upon the same criteria. The compressed tour shall be approved for two pay periods in duration, and if the employee does not request a new compressed tour at the end of two pay periods, the tour shall become the normal tour of duty subject to these same conditions. On a given day, the compressed tour may be changed by the employee, with prior supervisory approval, within the hours of work specified in Section 14.01. Such approval shall not be unreasonably withheld.

#### Section 14.05

Unit employees shall have the option of working a maxiflex tour, subject to the conditions outlined in this Article. The basic work requirement of a maxiflex tour is 80 hours per pay period. The maxiflex tour consists of core time, when an employee is required to work, and flexible time, when an employee may choose to work. The core hours for MSFC are from 9:00 a.m. to 3:00 p.m., Monday through Friday, including a 30-minute lunch break. The flexible time bands are from 6:00 a.m. to 9:00 a.m. and from 3:00 p.m. through 6:00 p.m. Employees may vary their arrival and departure times, during these flexible time bands based on their established work schedule. Any work performed outside of the flexible time bands requires prior team leader/supervisory approval. The team leader/supervisor may require employees to work during any time band based on the work requirements.

#### Section 14.06

Employees working an approved maxiflex tour may earn credit hours in order to vary the length of a workday or workweek. Credit hours are hours the employee elects to work which are outside of the employee's basic work requirement. Credit hours are distinguished from overtime hours in that they are not officially ordered and approved in advance by management. Credit hours may be earned and used within the same pay period. Employees may not establish a schedule or use credit hours to extend their workdays to more than 10 hours. No more than twenty-four credit hours may be carried forward into the next pay period. Both the accrual and use of credit hours require prior team leader/supervisory approval.

Night differential will not be paid solely because an employee elects to work credit hours at a time of day when night differential is otherwise authorized. Employees are entitled to eight hours of holiday pay when they are prevented from working on a day designated as a holiday.

#### Section 14.07

A request to convert to a compressed tour or a maxiflex tour may be denied or revoked by the supervisor based upon work requirements, or if the employee has been orally admonished or disciplined for being absent without leave or for other leave abuse within the last twelve months.

#### Section 14.08

Unit employees shall be authorized a daily 30-minute uncompensated lunch period. A unit employee may, with prior supervisory approval, elect to extend his/her lunch period to 60 minutes, providing the additional 30 minutes is worked either at the beginning or the end of the workday in which the lunch period is extended and during the period established in Section 14.01.

#### Section 14.09

This Article does not give a unit employee the right to refuse to perform work assigned, to refuse a direct management order, or to refuse to appear for work when directed to do so in order to accomplish the Center's mission. However, management shall not set schedules for the express purpose of circumventing the employee's use of any work schedule. An approved work schedule does not serve to alter the right of MSFC to determine a need for and to direct an employee to report at a given time on particular days in order to attend meetings or perform necessary work.

#### Section 14.10

Unit employees will normally be given written notice two weeks prior to any change in an employee's tour of duty. A change in the tour of duty will normally last a minimum of two weeks. Requiring an employee to report at a given time on particular days in order to attend meetings or perform necessary work does not constitute a change in the tour of duty.

#### Section 14.11

A unit employee's standard tour, compressed tour, or maxiflex tour will not be rescheduled solely to avoid paying overtime or holiday pay.

#### Section 14.12

A first 40-hour tour of duty may be established when it has been determined that it is impractical to establish a regularly scheduled basic workweek. When this has been established, the first 40 hours of duty will constitute the employee's basic workweek. Approval of a first 40-hour tour of duty is with the understanding that the irregular workweek is for the convenience of MSFC and not for the personal convenience of the employee.

#### Section 14.13

The MSFC agrees that when it has determined that it is necessary to establish more than one shift, or to fill vacancies on an established shift, positions may be staffed from among those employees who wish to volunteer. This is provided that this selection method would result in a technically and physically qualified work force which possesses the required qualifications of the positions to be filled. Selection may also be made by any other method that would give all employees equal consideration for the changed workweek.

#### Section 14.14

Any unit employee, whose work schedule is changed, may discuss the change with his or her immediate supervisor. MESA may assist the employee in this discussion if the employee requests such assistance. If this informal discussion does not resolve the problem, the employee is entitled to use the negotiated grievance procedure in accordance with Article 11 of this Agreement.

#### Section 14.15

In recognition of the professional nature of the MESA bargaining unit, MESA agrees to assist MSFC in avoiding any abuse of the workweek and tour of duty and to assist MSFC management in increasing the productivity of the unit.

### **Article 15 - Overtime**

#### Section 15.01

The MSFC reserves the right to assign overtime.

However, the assignment of overtime will be based upon mission and workload requirements and on factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. Normally, overtime will be assigned to employees who are currently working on the project requiring the overtime. Individual employees will not be forced to work overtime or compensatory time against their expressed desires so long as full requirements can reasonably be met by other employees willing to work, and so long as those willing to work are not allowed to work an amount of overtime which diminishes their alertness to a degree that the required work cannot be satisfactorily performed.

#### Section 15.02

In the assignment of overtime, the MSFC agrees, when possible, to give the employee a notice of 3 workdays before requiring weekend overtime work, and a notice of one workday for overtime required during the week. The MSFC agrees, to the maximum extent possible, to release the employee from the overtime assignment when such assignment presents a personal hardship.

#### Section 15.03

Unit employees required to perform authorized overtime services shall be compensated by overtime pay or compensatory time off, in accordance with applicable rules and regulations. An employee whose rate of pay is in excess of the maximum for GS-10 shall earn compensatory time rather than the paid overtime, at the option of the MSFC. Premium pay may be paid or compensatory time granted to an employee whose basic pay rate is less than the maximum of GS-15 only to the extent that it would not cause his/her aggregate rate of pay (straight-time base pay plus premium pay) to exceed the amount payable to the maximum rate for grade GS-15 for any pay period. Supervisors are responsible for assuring that no employee is assigned overtime in excess of the limitation described in this Section.

#### Section 15.04

The MSFC will take into consideration any anticipated overtime when making work assignments and make such assignments so as to distribute overtime as equitably as possible giving just consideration to those employees where the overtime is to be worked. In the event that a dispute arises, the first line supervisor and the Departmental Representative will discuss the problem and make an effort to resolve the issue.

#### Section 15.05

Employees who are given a deadline by supervisors in which to accomplish assigned tasks will, when necessary, be assigned overtime, commensurate with that projected time schedule, by an authorizing official. Approval from an authorizing official is required prior to the working of overtime. Therefore, no employee will work overtime beyond that authorized regardless of the deadline of the task. In the event of critical emergencies, as declared by the Center Director, retroactive approval will be granted for overtime worked. No employee will be coerced or intimidated, by implied unprofessionalism or any other means, nor will he/she be directed or required to work uncompensated overtime.

#### Section 15.06

Earned compensatory time should be used not later than the end of the seventh full pay period after the pay period in which it was earned. Approving officials and supervisors are responsible for ensuring that eligible employees are granted compensatory time off within the prescribed time limit. Under these circumstances, an employee who fails to take compensatory time off to which he/she is entitled before the time limit outlined above, shall lose his/her right to both compensatory time off and to overtime pay. The MSFC will continue to apprise the employee of the impending loss.

#### Section 15.07

An employee "called back" for unscheduled overtime duty, whether on a workday or non-workday, shall be compensated for a minimum of two (2) hours regardless of whether the employee is required to work the entire two (2) hours.

#### Section 15.08

Subject to provisions of the Privacy Act, the MSFC will make existing records of overtime for employees of the unit available to the MESA, upon its request, to aid in settling specific grievances.

### **Article 16 - Holidays**

#### Section 16.01

Eligible employees shall be entitled to all holidays now prescribed by law and any that may be later added by law, and all holidays that may be designated by Executive Order.

#### Section 16.02

Whenever any holiday occurs on a calendar Saturday or Sunday, the holiday shall be observed on the day specified by existing Executive Orders, laws, rules and regulations.

#### Section 16.03

Each employee shall receive pay at his/her regular rate plus appropriate premium pay for all holiday hours required to be worked from which the employee would otherwise have been excused due to the holiday designation.

#### Section 16.04

It is agreed that in no instance shall an employee be scheduled to perform work on a holiday to avoid the payment of overtime on a later date or to perform work on a holiday which is not essential or required to meet an emergency workload commitment.

### **Article 17 - Leave**

#### Section 17.01

##### Annual Leave

- a. Employees shall earn annual leave in accordance with applicable laws and regulations. Accrual of annual leave is a right of the employee in that its accrual may not be denied. The taking of annual leave is a right of the employee, subject to leave being scheduled and approved in accordance with work requirements. The MSFC agrees to approve and schedule requested annual leave throughout the leave year. Supervisors will ensure that annual leave is scheduled for use so as to prevent any unintended loss at the end of the leave year. Annual leave for emergency reasons will be approved on an individual basis in accordance with the regulations.
- b. The MSFC advances the full amount of annual leave to each eligible employee which he/she will accrue during the current leave year. No other advancement of annual leave is permitted under existing law.
- c. The MSFC agrees to assume the responsibility for scheduling annual leave for vacation purposes. Where practicable, the MSFC will grant the use of annual leave as requested by the employee. In case of conflicting requests, which cannot be resolved by the supervisor and the employees, the unit employee with the greatest amount of Federal service will be given first choice with subsequent choices based on the same criteria.
- d. In case of reassignment of an employee from one organizational element to another, previously scheduled annual leave for vacation purposes shall be discussed with the new supervisor for confirmation or rescheduling as necessary.
- e. Consistent with the work requirements, the MSFC shall maintain a liberal leave policy in circumstances such as, but not necessarily limited to, the following:
  1. Death in the employee's immediate family.

2. Illness in the employee's immediate family where the employee's care and attendance is required.
  3. Religious holidays associated with the religious faith of the employee.
  4. Attendance at conventions of veterans organizations or other organizations of which the employees are members.
  5. Attendance at MESA/IFPTE conventions or other such functions by unit employees elected or appointed as delegates.
- f. If for any reason the MSFC schedules a curtailment of operations during holiday periods which affect unit employees, the MSFC will negotiate the implementation of any MSFC-discretionary curtailment.
  - g. Annual leave shall be charged in 15-minute increments. The minimum charge for such leave shall be 15 minutes, and additional charges shall be in multiples of 15 minutes, not to exceed eight (8) hours for any one (1) workday, except when an established tour of duty in excess of eight (8) hours has been approved.

Section 17.02  
Sick Leave

- a. Employees shall earn and be granted sick leave in accordance with applicable statutes and regulation.
- b. Sick leave, if due and accrued, shall be granted to employees when they are incapacitated for the performance of their duties, provided that employees not reporting for work because of incapacitation for duty furnish notice to their supervisors as soon as possible but normally not later than the end of the first half of the regular work shift. Failure to obtain the necessary approval or to give the notice required by this Article may result in the employee's absence being charged to absence without leave following appropriate investigation.
- c. Sick leave shall be granted to the extent due and accrued for scheduled medical, dental, or optical examination or treatment. Sick leave for these purposes must be applied for and approved in advance, with minimum amounts of leave requested.
- d. The MSFC agrees that a doctor's certificate will not normally be required for periods of absence on sick leave of three (3) days or less. The employee's signature on his/her time card will generally constitute the personal certification of the employee as to his/her incapacity for duty.
- e. Normally, absences in excess of three (3) working days must be supported by a doctor's certificate. In certain instances, it may be unreasonable to require such a certificate. In such cases, a signed statement by the employee stating the nature of his/her incapacity and the reasons why a certificate was not obtained may be accepted in lieu of a certificate. The certificate or other evidence of incapacity must be submitted to the employee's supervisor within one (1) week after return to duty.
- f. Sick leave will be advanced only in clearly established cases of serious disabilities or ailments, and when required by the exigencies of the situation, and when:
  1. The employee has submitted a request in writing to his/her supervisor. This request shall be accompanied by a supporting doctor's certificate.
  2. The employee has exhausted all the available sick leave which he/she has to his/her credit.
  3. There is a reasonable assurance that the employee will return to duty.
- g. Employees for whom disability retirement has been approved by the Office of Personnel Management will, upon request, be allowed to use all accrued sick leave prior to the effective date of their retirement, unless an earlier separation date is established by other administrative procedures such as reduction in force or adverse action.
- h. When sickness occurs during a period of annual leave, the period of illness may be charged to sick leave, and the charge to annual leave reduced accordingly.
- i. Sick leave shall be charged in 15-minute increments. The minimum charge for such leave shall be 15 minutes, and additional charges shall be in multiples of 15 minutes, not to exceed eight (8)

hours for any one (1) workday, except when an established tour of duty in excess of eight (8) hours has been approved.

#### Section 17.03

Unit employees and their supervisors shall ensure that annual leave is scheduled for use so as to prevent any unintended loss at the end of the leave year. Requests for taking of leave subject to forfeiture must be in writing and must be submitted not later than three (3) pay periods prior to the end of the leave year. In the event such leave requests are denied, the supervisor must attempt to schedule an alternate leave period prior to the end of the leave year. The seniority provisions of Section 17.01.c. shall not be applicable if applying the provision would result in a unit employee losing leave. Annual leave which is lost because of administrative error, exigencies of the public business, or sickness of the employee shall be restored to the employee subject to applicable regulations and procedures.

#### Section 17.04

All employees who volunteer to donate blood (or blood products) without compensation are authorized 4 hours of excused absence after the donation. The 4-hour period is in addition to the time travel to and from the blood center and to give blood, which will also be recorded as an excused absence. A maximum of 6 hours of excused absence may be recorded for this purpose in any 56-day period. If donors are rejected, the 4-hour period is not authorized. The excused absence is to be taken on the day the blood is donated.

#### Section 17.05

##### Excused Absence - Climatic Conditions

- a. When a decision is made by the Center Director that all or part of the installation will be closed because of climatic or disaster conditions, impacted employees will be notified and excused from duty without loss of pay or charge to leave for the period of time that the installation is closed.
- b. Controversial cases involving the question of whether or not an employee is entitled to excused absence pursuant to this Section shall be referred to the Labor Relations Officer for settlement with the MESA. In cases involving failure to report for duty due to climatic or disaster conditions, consideration will be given to any official actions taken by Federal, state, or local authorities such as closing of bridges, roads, etc.
- c. When the installation is to be closed prior to the start of the regular workday, the MSFC will notify employees as soon as possible prior to the start of the workday by means of available public communications. Employees who apply for annual leave after receipt of an early dismissal decision will be charged leave in 15-minute increments up to the time of the early dismissal.
- d. In accordance with rules and regulations, an employee who is summoned or assigned to take part in Civil Defense activities and/or disaster relief will be considered on excused absence and entitled to his/her regular compensation without regard to entitlement of any other leave.

#### Section 17.06

- a. Excused absence from assigned duties shall be granted to an employee serving as a MESA representative incident to his/her receiving information, briefings, and orientation conducted by the MESA or its parent organization, the IFPTE, relating to matters within the scope of the Labor Relations program. This excused absence must be determined by the MSFC to be of mutual concern and benefit to the employee in his/her capacity as a MESA representative and the MSFC. A request for excused absence under this provision should be received by the Labor Relations Officer at least five (5) workdays in advance of the applicable date(s). Up to eight hours per MESA representative (other than the MESA President) per calendar year may be granted for this purpose. Up to twenty-four hours per calendar year may be granted for this purpose for the MESA President.

- b. Reasonable amounts of official time may be authorized for the MESA representatives to attend training, seminars, etc., of mutual benefit and concern, and conducted for both Union and management representatives by appropriate private or government organizations.

#### Section 17.07

##### Excused Absence – General

An employee who is tardy for less than one (1) hour, or an employee who needs to be absent from his/her assigned work for a period of less than one (1) hour, may be excused, without charge to leave or loss of pay, at the discretion of the immediate supervisor.

#### Section 17.08

##### Excused Absence - Voting and Registration Leave

- a. The MESA and MSFC mutually agree to encourage all employees to exercise their right to vote. Employees working the regular day shift and eligible for and intending to vote in any national, state, or municipal elections or referendums shall be excused without loss of pay or charge to leave. Where the polls are not open at least three (3) hours either before or after the employee's regular hours of work, he/she may be granted the amount of excused leave which will permit him/her to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser time off.
- b. An employee whose place of voting is beyond the normal commuting distance and in a location where absentee ballots are not permitted may be excused, not to exceed one (1) day, for the necessary trip. Time in excess of one (1) day must be charged to leave, but the MSFC shall observe a liberal leave policy for this purpose. Employees who do not intend to vote are not entitled to such time off.
- c. Excused time to register will be granted on the same basis for voting, except that no time shall be granted if registration can be accomplished on a non-workday or during nonduty hours.

#### Section 17.09

##### Excused Absence - Court and Jury Leave

- a. In the event a unit employee is called for jury duty or jury qualification, the MSFC will grant court leave not to exceed eight (8) hours per day, except when an established tour of duty in excess of eight (8) hours has been approved, consistent with regulations and workload requirements. If an employee is called for the above civic duties, he/she shall notify the MSFC promptly and shall submit a true copy of his/her summons for jury service. Upon completion of his/her service, the employee shall present to the MSFC satisfactory evidence of time served on such duty, together with any jury fees received.
- b. The MSFC agrees that employees will be excused as authorized by appropriate regulations when required by law to present themselves in Federal, state, and local courts.

#### Section 17.10

##### Leave Without Pay

- a. It is agreed that employees may be granted leave without pay provided the provisions of applicable laws and regulations are met. Such leave of absence without pay shall not normally exceed one year for each application.
- b. Employees of the unit accepting full-time positions as IFPTE representatives may be granted leave without pay in one-year increments subject to the approval of the Center Director or his designee. Such leave will be restricted to positions with IFPTE or AFL-CIO affiliates.
- c. Employees in an approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Group Life Insurance and

Federal Employees Health Benefits Program to which they may be entitled in accordance with appropriate regulations.

- d. Employees returning to duty from approved leave without pay will be granted such rights, privileges, and seniorities to which they may be entitled at that time in accordance with appropriate regulations.
- e. The MSFC also recognizes the reduction in force, placement and retreat rights of an employee on approved leave without pay in situations where the employee's status has been affected by reduction-in-force action during his/her period of absence.

#### Section 17.11

The length of absence and type of leave (annual, sick, or leave without pay) for family reasons, e.g., absences related to maternity, care of relatives or personal medical emergencies, will be determined, subject to applicable OPM regulations, by the employee, physician and supervisor. MSFC will consider requests of employees which show a demonstrated need, such as a child still being breast fed or a temporary dependent care problem, for granting additional leave up to a total of six months.

It is understood that authority to approve a request relating to LWOP of more than 30 days, does not rest with the first line supervisor. Such requests will be forwarded through the supervisory chain to the Employee Services & Operations Manager.

#### Section 17.12

MESA unit employees have the opportunity, subject to OPM regulations, to share their annual leave with their co-workers. The basis for the leave sharing is to give employees the opportunity to contribute unused accrued annual leave to another employee who needs such leave because of a medical emergency. MESA employees can donate a minimum of one (1) hour of leave to approved employee recipients.

### **Article 18 - Information to MESA**

#### Section 18.01

The MSFC will furnish to the MESA a monthly listing of all additions to, removals from, and transfers/reassignments within the bargaining unit. This information shall include the name of the employee, grade, position title, position number, organizational name and code and NCC number. This information will be transmitted to the MESA not later than the 20th of the month following the report period.

#### Section 18.02

A listing of all unit members by organization will be provided the MESA semi-annually without cost. The information contained will be as listed in Section 18.01.

#### Section 18.03

An alphabetical listing of all unit members will be provided the MESA semi-annually without charge. The information contained will be as listed in Section 18.01.

#### Section 18.04

The MSFC agrees to furnish to the MESA a monthly listing of unit employees who are on official detail. The report, to be submitted to the MESA not later than the 20th of the month, shall contain the information as specified in Section 18.01, as well as the initiation and expiration dates, and the organization to which detailed.

#### Section 18.05

The MSFC will furnish the MESA a quarterly statistical report of all Unit employees who have completed training during the reporting period, not later than the 20th of the month following the end of the quarter.



#### Section 18.06

The MSFC agrees to furnish other information to the MESA as required by this Agreement.

#### Section 18.07

The MSFC agrees to provide the MESA President with a quarterly listing of all incentive awards received by unit members, except suggestions, not later than the 20th of the month following the end of the quarter.

#### Section 18.08

The MSFC agrees to provide the MESA a copy of all requests for information and replies thereto, concerning MESA activities, originating from sources external to NASA.

#### Section 18.09

The MSFC agrees to permit MESA to review and copy proposed new or revised directives or regulations received by MSFC and issued by OPM, OMB, or other agencies concerning matters that may affect conditions of employment.

#### Section 18.10

The MSFC agrees to provide the MESA notification of scheduled facility construction/renovation projects approximately 30 days in advance for areas affecting unit employees' worksites and, upon request, shall grant the MESA access to a summary schedule for said construction/renovation.

#### Section 18.11

The MSFC agrees to furnish the MESA a quarterly list of unit employees having duty stations other than MSFC, including locations.

#### Section 18.12

All information above will be provided subject to the provisions of the Privacy Act.

### **Article 19 - Safety and Health**

#### Section 19.01

The MSFC agrees to provide and maintain safe working conditions and further agrees to comply with all present and future applicable Federal, state and local laws and regulations regarding the safety and health of the employees covered by this Agreement.

#### Section 19.02

No employee will be required to involuntarily perform work in areas or on equipment where conditions detrimental to safety or health exist. If an employee believes that hazardous conditions exist, such will be immediately reported to the Safety and Mission Assurance Directorate for timely investigation. If the conditions are found to be unsafe by the Safety and Mission Assurance Directorate, operations will be suspended immediately. In the event a supervisor requires an employee to work under conditions as outlined above, which are detrimental to the safety or health of the employee, the matter should be referred to the MSFC and the MESA for resolution. The MSFC and the MESA agree to cooperate to prevent and/or eliminate accident, injury, and health hazards.

#### Section 19.03

An employee who agrees to perform his function under conditions determined by the Safety and Mission Assurance Directorate as hazardous shall receive hazard pay in accordance with 5 CFR 550.901. In this event, all safeguards shall be maintained. The MSFC agrees to promptly train and instruct each employee when assigned hazardous duty as required to assure the utmost safety of the employee in performing his/her assignment.

#### Section 19.04

It is further agreed that the MSFC will provide all protective clothing and/or equipment determined

necessary by the Safety and Mission Assurance Directorate to further guarantee the safety of the employee in performing his/her assignment. Such clothing and/or equipment shall meet all Federal standards covering same.

#### Section 19.05

The MSFC agrees that in cases of imminent danger which could result in injury or serious physical harm, abatement actions and the immediate withdrawal of employees not necessary for the abatement of the dangerous conditions shall be undertaken. Every effort will be made to provide work for employees affected by suspension of operations pending corrective action to any unsafe condition, but in any event, it would not be the intent of the MSFC that any employee shall suffer loss of pay or leave as a result of said suspension.

#### Section 19.06

All committees, investigation teams, or panels investigating conditions for safety or reported as unsafe and affecting unit employees, or accidents affecting unit employees covered by this Agreement shall include a representative appointed by the MESA President to be a member on said groups.

#### Section 19.07

In the event of any accident arising out of the performance of an employee's assignment or while on duty with the Agency, the MSFC will provide immediate competently-administered first aid to treat the employee.

#### Section 19.08

In the event the MSFC is advised by competent medical authority that an employee is unfit mentally and/or physically to perform his/her assigned duties, the employee has the right to seek additional opinions and/or judgment by any independent licensed practitioner, and said opinion or judgment shall be made a part of the final record upon which the determination is made.

#### Section 19.09

The MSFC will participate in the Federal Employee Health Program and shall make the following services available to unit employees for their voluntary participation. For health maintenance each employee shall be offered a complete physical examination at three-year intervals and shall be offered a partial physical examination each year. The partial examination will consist of: (1) Height, weight, blood pressure; (2) Chemistry, hematology, urinalysis; (3) Hearing acuity test; (4) Visual acuity test and tonometry; (5) Vital capacity; (6) Chest X-rays (if requested - in any event the employee will be informed that the X-ray is available); (7) Resting electrocardiogram; (8) Papanicolaou's stain and breast examination for women; and (9) Discussion of findings with the employee by the physician. The complete physical examination will consist of items (1) through (7) above plus the following additional items: (a) Treadmill or exercise electrocardiogram; (b) Pelvic Examination for women, including Papanicolaou's stain; (c) Physical examination and discussion of findings of the total examination by the physician. An equivalent comprehensive individualized examination may be substituted for the above at the discretion of the MSFC Medical authority.

#### Section 19.10

Employees may be given additional tests or may be examined at more frequent intervals if medical findings, hazards in the work environment, or job-related conditions warrant this evaluation.

#### Section 19.11

In the event of an emergency which requires facilities and specialties not provided by the NASA Occupational Medicine Program, transportation shall be provided by the most expeditious means to a properly equipped facility.

#### Section 19.12

Employees receiving medical treatment at the MSFC health and medical facilities shall be paid their

regular pay, without charge to annual or sick leave, while receiving that treatment. Employees injured on the job shall not be charged annual or sick leave on the day of the injury. Subsequent payments for time lost due to on-the-job incurred injuries shall be in accordance with applicable regulations on compensation or leave.

#### Section 19.13

If a management official asks an employee to change his/her dress or personal appearance for health or safety reasons, the employee will be given the reasons in writing for the management request.

#### Section 19.14

The MSFC agrees to participate in the NASA employee supervised exercise program and through its medical services contractor will provide facilities and an appropriately staffed program as required by MPR 1810.1.

#### Section 19.15

The MSFC will make free "flu shots" available annually on a voluntary basis to all employees of the Unit, as determined necessary by a competent Federal Medical Officer.

Tetanus immunization and similar immunizations shall be available for employment-related reasons. Provisions of this Section shall be upon approval of an MSFC Medical Official.

#### Section 19.16

When an employee is injured in the performance of his/her duties, he/she will be informed by the MSFC on the procedures for filing a claim for benefits under the Federal Employee's Compensation Act as outlined in MPR 3810.1.

#### Section 19.17

The MSFC agrees to the full implementation of the Drug Abuse program as required and defined in applicable regulations and to make employees aware of the program. The MSFC will provide the MESA with available information on OPM training in these areas.

#### Section 19.18

The MSFC agrees to provide training for MESA representatives which will enable them to assist in conducting workplace safety inspections. When an inspection is conducted in response to a complaint concerning a workplace hazard, a MESA representative will be given an opportunity to accompany the safety inspector.

#### Section 19.19

In the interest of keeping employees on the job, unit employees with non-occupational illnesses or injuries, and upon approval and evaluation by MSFC medical official shall, at the request of the employee's private physician and prescription, be provided medical assistance at the MSFC Medical Center in the administration of medicines, changing of dressings, providing available therapy in accordance with Section 19.12.

#### Section 19.20

A fitness-for-duty examination requested by the MSFC shall require the concurrence of the MSFC Employee Services & Operations Manager and notification to the MESA.

#### Section 19.21

Asbestos (Sections 19.21 - 19.34 apply only to asbestos protection procedures). For the purposes of this Article, asbestos is the name of several different fibrous minerals, mainly composed of magnesium and iron silicate. Materials containing asbestos have been widely used for fireproofing, thermal insulation, sound deadening and aesthetic purposes. It is understood that asbestos fibers can be easily released from friable material and can contaminate the environment and that there is medical evidence that

inhalation of asbestos may result in diseases such as mesothelioma, asbestosis and lung, stomach and other cancers.

#### Section 19.22

MSFC and MESA recognize that asbestos poses a potential danger to people but that creating an environment completely free from any and all potential exposure is unreasonable.

In order to adequately protect unit employees from any potential asbestos hazards, MSFC will continue to observe the standard that asbestos is in an "unacceptable condition" when there are airborne concentrations in excess of 0.1 fibers per cubic centimeter of air. MSFC will ensure compliance with other guidance in the memorandum dated February 18, 1983, from the Director, NASA Occupational Health Office, and Director, Facilities Division (NASA Headquarters), on the subject of "Hazard Assessment and Abatement of Asbestos in NASA Buildings." The parties agree that in this connection the preferable method of abatement is removal. However, where this is not technically or economically feasible, MSFC will follow the most practicable sampling and abatement methods and will inform MESA in advance of the abatement method to be employed in each instance.

#### Section 19.23

MSFC will survey and make reasonable attempts to list all buildings that contain or are suspected of containing asbestos material. Any updating to this list will be provided to MESA upon request.

#### Section 19.24

If MESA becomes aware of any situation in which it believes that the standards identified in Section 19.22 of this Article are not being followed, MESA will contact the Labor Relations Officer or the Office of Center Operations immediately and will provide specific information as to the situation in question. MESA agrees that MSFC will be provided a reasonable opportunity to investigate the situation and take appropriate action, if necessary, prior to the filing of any complaint or grievance against MSFC or involving a third party.

If a situation poses an imminent danger to personnel, the affected work area will be evacuated immediately and personnel normally assigned to this area shall not be allowed to return until the area has been found clear of asbestos hazards by MSFC based on air sampling or other appropriate testing following clearance of the hazard. In imminent danger situations, appropriate action will be taken within two (2) workdays.

#### Section 19.25

MESA or an employee in the MESA bargaining unit may submit a written request to the Office of Center Operations for specific air samples to be taken, explaining the basis for the request. The Office of Center Operations will determine the validity of any request and the necessity for the requested air samples and the Labor Relations Officer will advise MESA of the determination. If MSFC believes that excessive requests for a sampling are being submitted, MSFC and MESA will meet to attempt to resolve the problem.

#### Section 19.26

In accordance with 5 U.S.C. Chapter 71, prior to implementing any change to operating procedures for construction or maintenance work with materials containing asbestos, MSFC will submit the change to MESA in accordance with Article 6 of this Agreement. The parties recognize that situations requiring immediate attention (e.g., ruptured water/steam lines) may arise in which deviations from the normal procedures are necessary. In such cases, appropriate action will be taken by MSFC to protect employees' health and the provisions of this Section are not applicable.

#### Section 19.27

The parties recognize that MESA unit employees are not currently required to perform duties handling asbestos materials. However, MSFC will ensure that MESA unit employees whose officially assigned

duties require the handling and/or contact with materials containing asbestos are instructed in the hazards of asbestos and the use of approved personnel protective equipment.

#### Section 19.28

When coordination activities have been completed, MESA will be given advance notification as soon as possible of any work in areas of MSFC buildings in which the work will be disturbing asbestos. This work will normally be performed during non-duty hours; however, the parties recognize that situations requiring immediate attention (e.g., but not limited to ruptured water/steam lines) may arise in which work must be performed during duty hours and advance notice is not feasible. During work that will disturb asbestos, the appropriate signs will be displayed in accordance with OSHA standards. These areas will be off-limits to personnel whose work is not associated with the abatement work being accomplished in the asbestos area.

#### Section 19.29

MSFC will provide clean-up operations during and upon completion of work in areas containing asbestos materials or in areas MSFC suspects of containing materials with asbestos.

If work is conducted in an area in which spray applied insulation containing asbestos will be dislodged or abraded or if the on-going center-wide air sampling program conducted by MSFC detects a trend in the airborne concentration of asbestos leading MSFC to conclude that the asbestos concentration in an area will exceed the stringent standard of 0.1 asbestos fibers per cubic centimeter, the area will be inspected by appropriate occupational health personnel and determined by MSFC to meet acceptable standards prior to employees returning to the work location.

#### Section 19.30

In accordance with applicable OSHA standards, MSFC will maintain a centrally located permanent chronological file of all MSFC air sampling and bulk sampling results. MESA may review these files upon request to the Labor Relations Officer.

#### Section 19.31

MSFC agrees to conduct a risk-based approach to periodic asbestos air sampling in MSFC buildings containing friable asbestos. This sampling will be in accordance with the Standards identified in Section 19.22 of this Article. Where at a minimum 2 samples have been taken in a building, air sampling tests will be conducted in MSFC buildings with friable asbestos according to the following schedule.

- Last Result: 0 – 20 % of the Occupational Exposure Limit (OEL) of 0.1 fibers/cc  
Action: Perform annual air monitoring
- Last Result: 20 – 50 % of the OEL  
Action: Perform bi-annual air monitoring
- Last Result: >50% of the OEL for two consecutive air samples collected at a minimum of two weeks apart  
Action: Resample within 2 weeks. If two consecutive samples are over 50% of the OEL action is required. If second sample is below 50% of OEL building reverts to bi-annual air monitoring. For building to be considered for less than bi-annual monitoring two consecutive samples at least 2 weeks apart must be below 20% of the OEL.

Wipe samples or other bulk sampling techniques and light microscopy may be used to supplement periodic air sampling tests.

#### Section 19.32

The parties recognize that MESA unit employees are not currently required to perform duties involving handling of asbestos materials. However, MSFC will ensure that any MESA unit employee whose officially assigned duties require contact with asbestos containing materials is provided a periodic health-monitoring physical examination by the MSFC Medical Center.

#### Section 19.33

MSFC will ensure that, to the extent possible, no asbestos products will be introduced into MSFC facilities.

#### Section 19.34

MSFC will invite MESA to meetings conducted with employees to discuss asbestos problems affecting conditions of employment for unit members. This Section does not apply to internal management meetings, including those in which a bargaining unit employee is attending as a professional rendering advice and guidance to management on asbestos.

### **Article 20 - Reassignments**

#### Sections 20.01

Reassignment is defined as the permanent change of an employee from one position to another without promotion or change to a lower grade. The new position may be identified with a different job, or it may be the same job in a different organizational segment. All NASA Classification Code 200 and 700 series positions in the unit will be filled only by personnel who meet the OPM qualification requirements for those positions.

#### Section 20.02

The parties agree it is preferable that reassignments be arranged with the employee's consent. The employee is entitled to be informed as to the reasons for the action and why he/she was selected for the permanent reassignment.

#### Section 20.03

Unit employees will not be assigned to new positions without being informed by the responsible supervisor.

Except by mutual agreement of the employee and the supervisor for a shorter time period, the employee will be given 10 days' notice of a permanent assignment to a new position. Subject to budget and work project limitations, training necessary to improve employee proficiency will be made available.

#### Section 20.04

The parties to this Agreement recognize that there are many factors which may create unsatisfactory working relationships between the employee and his/her supervisor. It is agreed and understood that an unsatisfactory working relationship between the employee and supervisor may be caused by either individual, or both, and that sometimes the only solution to the problem is to allow the employee to transfer where feasible to another work area.

- a. When an employee informs the MESA that such a problem exists, and that he/she desires to transfer to another group so that he/she may continue a productive career, the MESA will report the condition to the Employee Services & Operations Office and the parties will jointly investigate the employee's complaint.
- b. Upon completion of the investigation, and if the situation appears to warrant transfer of the employee, the MESA will meet and consult with the MSFC to attempt to resolve the problem to the satisfaction of the parties involved.

### **Article 21 - Intergovernmental Personnel Act Assignments**

#### Section 21.01

Intergovernmental Personnel Act assignments are temporary assignments of employees between

Federal agencies and State local, and Indian tribal governments, institutions of higher education and other eligible organizations.

#### Section 21.02

The MSFC agrees to notify MESA whenever a temporary assignment of a unit employee is under consideration for negotiation with a state or local government, or an institution of higher education. Likewise, the MSFC will notify MESA any time the MSFC has under consideration negotiation of the temporary assignment of an employee of a state or local government, or an institution of higher education, to fill a position normally held by a unit employee.

#### Section 21.03

The MSFC agrees to consider MESA's recommendations as to candidates within the unit who may be interested in such assignments.

#### Section 21.04

A MESA official shall be present during briefings of unit employees who are given the temporary assignments.

#### Section 21.05

All assignments will be made in accordance with 5 CFR Part 334.

### **Article 22 - Competitive Placement Plan**

#### Section 22.01

The purpose of this Article is to ensure that selection for all competitive promotions among unit employees for positions in the bargaining unit will be made on the basis of merit, fitness, and qualifications, and without regard to political, religious, or union affiliation, marital status, race, color, national origin, sex, age, nondisqualifying handicapping condition or personal favoritism. This Article does not guarantee promotion. It is intended to ensure all qualified unit employees receive fair and equitable consideration for competitive promotion opportunities. It also gives special consideration for competitive promotion opportunities. Nothing in this Article will be construed to prevent MSFC from selecting an individual from a group of properly ranked and certified candidates or from any other appropriate source.

#### Section 22.02

Promotions at MSFC within the MESA bargaining unit will be implemented in accordance with the NASA Competitive Placement Plan (CPP), Government-wide rules and regulations, and this Agreement. In accordance with the NASA CPP, competitive procedures are required for temporary promotions exceeding 120 days, details to higher graded positions exceeding 120 days or for the reassignment or change to a lower grade of employees to positions with promotion potential. Competitive procedures are not required for promotions resulting from the reclassification of positions (without significant changes in duties or responsibilities), position changes resulting from reduction-in-force procedures, any actions resulting from the direction of an authority (MSPB, EEO, arbitrators...) with the ability to supersede this plan, promotions resulting from the reclassification of positions because of additional duties and responsibilities, when competition was held at an earlier stage, promotions resulting from the noncompetitive conversion of employees from special programs (Cooperative Education students, Veteran's Readjustment Act appointees, handicap appointments...), selection of current or former Federal employees from external staffing authorities, movement of employees to positions with no more promotion potential than their current positions, temporary promotions not exceeding 120 days, details to higher graded positions not exceeding 120 days or the repromotion of employees up to the highest grade previously held.

#### Section 22.03

Special Consideration for Repromotion to Unit Positions:

- a. Unit employees who have been demoted within NASA without personal cause or who are in grade retention status shall be given special consideration for repromotion to their former grade until they reach their former grade. This right to special consideration does not apply to any position with projected promotion potential higher than the retained grade or the grade held at the time the change to lower grade was affected. This paragraph does not apply after an employee declines a reasonable offer as defined in 5 CFR 536.209.
- b. The names of employees entitled to special consideration for promotion will be maintained in the Employee Services & Operations Office. MESA may review these names when necessary to fulfill its obligation to properly represent all unit members.
- c. Before an effort is made to fill a vacancy by competitive procedures, an employee eligible for repromotion consideration must be considered for that vacancy. If this employee is considered but not selected for the vacancy and is subsequently certified to the selecting official on a Competitive Placement Certificate and is again not selected, the Employee Services & Operations Manager must concur and the reasons for non-selection must be documented in the Competitive Placement File. Non-selected repromotion eligibles may review this documentation by submitting a request to the Employee Services & Operations Manager. The Employee Services & Operations Office will schedule a time and date for the review. Upon his/her request, the employee may be accompanied by a MESA representative at the time of the review.
- d. If an employee is entitled to special consideration as a repromotion eligible, the employee may review the promotion records when the employee is not selected for a vacancy for which he/she was qualified. This right is subject to the limitations imposed by the Privacy Act of 1974. In reviewing these records, the employee may be accompanied by a MESA representative. Arrangements for reviewing these records should be made with the Human Resources Specialist serving the employee's organizational element.

#### Section 22.04

The minimum area of consideration for promotion announcements will normally be NASA. Exceptions to this minimum area of consideration will be limited to those outlined in the NASA Competitive Placement Plan.

#### Section 22.05

Competitive Placement Announcements for unit positions will be posted on the Employee Services & Operations Office website for at least 10 working days prior to the closing date of the announcement. If situations occur where the announcements are not posted by the opening date, the announcement period will be extended by the same number of days. MESA will be notified regarding the posting of announcements within their bargaining unit at the same time these announcements are forwarded for posting. In addition, MSFC agrees to publish a weekly summary of open promotion announcements in the Marshall Star.

#### Section 22.06

Unit employees who apply for positions at MSFC must submit a resume to the NASA STARS System utilizing the NASA Resume Builder. Additionally, applicants must submit a "Quick Apply" form via the web addressing the specific vacancy announcement.

#### Section 22.07

Each candidate on the promotion certificate will normally be interviewed when the selecting official has limited knowledge about the individual. Resumes which are forwarded to selecting officials will not include the social security numbers (SSN) of the applicants, provided the applicants have not included their SSN in the body of their resume.

#### Section 22.08

No official may, in recommending or selecting candidates for promotion or in operating a promotion program, show or give preference to any employee based on non-merit factors.



#### Section 22.09

Upon request of the MESA, the merit promotion folder for any position in the bargaining unit will be available for review within the limitations imposed by the Privacy Act of 1974.

#### Section 22.10

In the event the individual selected for a given unit position announced under the promotion plan did not apply for the job but was referred by a supervisor, concurrence of the Employee Services & Operations Manager will be required. Supervisory referrals shall not be used as a sole method of identifying candidates for a position filled through competitive procedures. The selecting official for the announced position cannot submit supervisory referrals except as required by regulation where the referral is a temporarily absent employee.

#### Section 22.11

Each employee who applied for a vacancy will be told who was selected for the position, whether the applicant was considered eligible for the job, and whether the applicant's name was on the list from which the selection was made. Any unsuccessful candidate from the MESA bargaining unit may request the Employee Services & Operations Office to advise the candidate about those areas in which improvement would enhance future promotion opportunities.

#### Section 22.12

The parties acknowledge the employee's responsibility to list all relevant training and experience on his or her resume for a position. Credit will be given to an employee for all such training and experience relevant to the position for which an application has been made.

#### Section 22.13

No official may adjust either the skills set or the weighting factors of the skills set after the referral list has been issued or after receiving from the Employee Services & Operations Office knowledge of any applicant.

#### Section 22.14

On request, MESA will be informed as to what plans have been made for filling a previously announced vacancy. When a previously announced vacancy has not been filled, MSFC will, when requested, inform MESA of the reasons for the decision not to fill the vacancy and whether a decision has been made to fill the vacancy in the future.

#### Section 22.15

An employee applying for a vacancy but who has not satisfied the time-in-grade or qualification requirements, may be considered if he or she will meet the requirements by the closing date of the announcement.

### **Article 23 - Career Promotions**

#### Section 23.01

Bargaining unit employees may be promoted without the application of competitive procedures under the NASA Competitive Placement Plan.

#### Section 23.02

There are two types of career promotions normally recognized at MSFC:

- a. A promotion without current competition when at an earlier stage an employee was selected from a Civil Service register or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled.
- b. A promotion resulting from an employee's position being reclassified at a higher grade because of additional duties and responsibilities, and the employee has demonstrated his/her ability to perform at the next higher level.

- c. This does not preclude other promotions without competition as outlined by the NASA Competitive Placement Plan.

#### Section 23.03

The parties acknowledge that career promotions will not be based on discrimination for:

- a. race, color, religion, or national origin;
- b. age;
- c. sex;
- d. nondisqualifying handicapping condition;
- e. marital status or political affiliation;
- f. any preference or advantage not authorized by law, rule, or regulation to any employee for the purpose of improving or injuring the prospects of any particular employee;
- g. or against any employee on the basis of conduct which does not adversely affect the performance of any employee or the performance of others. This does not prohibit MSFC from taking into account in determining suitability or fitness any conviction for any crime.

#### Section 23.04

Supervisors of unit employees who are repromotion eligibles and who are eligible to receive a career promotion will continue to be aware of such employees.

### **Article 24 - Position Descriptions and Classification Appeals**

#### Section 24.01

The classification program at MSFC will be administered in accordance with applicable OPM rules and regulations.

#### Section 24.02

In administering the classification program, MSFC will maintain a current and accurate position description on each unit employee and recognize that each unit employee is entitled to a copy of his/her position description.

#### Section 24.03

Prior to effecting any change (i.e., change to title, grade or series) to a unit employee's position description, the employee and his/her immediate supervisor (or designee) will meet to discuss the proposed change. Within 30 days after the effective date of a position description change, MSFC will provide the employee with an updated copy of his/her position description.

#### Section 24.04

Any unit employee who believes that his/her position has been improperly classified may request that his/her immediate supervisor review the position description for accuracy. If both the unit employee and the supervisor agree that the employee's position description is inaccurate, the supervisor will initiate corrective action within 15 days after the inaccuracy is identified. If this review fails to resolve the employee's complaint, a Human Resources Specialist will then determine the proper classification. In making this determination, the Human Resources Specialist will review the classification criteria and standards used and will discuss the elements of the position with the employee, the supervisor and, upon request of the employee, the MESA representative. Information obtained by the Human Resources Specialist will be available for review by the parties subject to the provisions of the Privacy Act of 1974.

#### Section 24.05

The phrase "other duties as assigned" contained in a position description means any minor task normally related to a position.

#### Section 24.06

Only under unusual circumstances will MSFC reassign any unit employee who has filed a classification appeal or requested a desk audit until a decision is rendered on the complaint. If circumstances necessitate a reassignment prior to receipt of a final decision on a classification appeal or desk audit, the employee will be advised of the reasons for this reassignment.

#### Section 24.07

Alleged violation of any Section of this Article may be processed in accordance with Article 11 of this Agreement, only when MSFC has implemented a classification decision which results in the reduction in grade or pay of a unit employee. All other complaints may be submitted to OPM in accordance with applicable OPM regulations.

#### Section 24.08

MESA may make representation and present supporting evidence to MSFC regarding position classification criteria and standards used by MSFC, and MSFC will advise MESA of any action taken.

### **Article 25 - Details**

#### Section 25.01

A detail is the temporary assignment of an employee to a different position for a specified period, with the employee returning to his/her regular duties at the end of the detail. The MSFC may detail employees where such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work, or will enable more effective administration by permitting necessary flexibility in assigning the work force.

#### Section 25.02

An emergency detail, not to exceed 30 days, may be used to meet emergencies occasioned by abnormal workload, change in mission or organization, or unanticipated absences. Details in excess of 30 days will be reported on Standard Form 52 or other Standard Form considered appropriate by MSFC and maintained as a permanent record in the Official Personnel Folder (201 File).

#### Section 25.03

The MSFC agrees that normally positions in the unit will be filled by unit employees when details of more than 30 days are required.

#### Section 25.04

Supervisors responsible for assigning details shall be held responsible for following the proper procedures as stated by the Office of Personnel Management and this Agreement.

The officially assigned supervisor remains responsible for all requests for personnel action, maintenance of employee's records, and administration of performance ratings. The supervisor to whom employees are detailed is responsible for their day-to-day job conduct and performance.

#### Section 25.05

Details to another position in a series and/or grade different from an employee's official assignment will be in accordance with delegated authority from OPM and will generally be limited to a maximum of 120 days. An official record will be placed in the employee's 201 File. MESA may bring employee problems created by their detail status to the attention of the MSFC Employee Services & Operations Manager through the Labor Relations Officer for attempted resolution.

#### Section 25.06

The MSFC will control the duration of details and assure that the details do not compromise the open-competitive principle of the merit system or the principles of job evaluation.

#### Section 25.07

Supervisors responsible for detailing employees will notify the employee at least 10 working days prior to the detail, if possible. The supervisor should discuss the assignment with the employee upon his/her request.

#### Section 25.08

If an employee is authorized to act in the absence of his/her supervisor, authorization shall be documented by the supervisor by official written memorandum to all unit employees under his/her supervision. When the authorization is for 30 days or more, the supervisor will forward a copy of the authorization to the employee's 201 File. When authorization is for less than 30 days, the employee may submit a copy of the authorization to his/her 201 File.

### **Article 26 - Training and Employee Development**

#### Section 26.01

The MSFC and the MESA agree that the training and career development of employees within the unit is a matter of significant importance. In conjunction with this goal, the MSFC will provide unit employees with training and development opportunities to enable employees to perform their functions effectively, progress to Federal career objectives, and perform the mission of the MSFC. Such objectives will be based on the interest of NASA and the employee as well, but not the employee alone. This training and development falls into two areas for the unit:

- (1) Increasing technical proficiency and maintaining a knowledge of the state-of-the-art.
- (2) General Development-Progress in communications, both written and oral and interpersonal relationships.

Special emphasis within the authority and limitation of Chapter 41, Title 5 USC will be given to training which would qualify employees for other positions.

#### Section 26.02

Unit employees are encouraged to discuss their individual career development goals and objectives with their supervisors and the Learning & Organization Development Office. The Learning & Organization Development Office will provide information, advice, counseling, and development of Individual Development Plans to unit employees.

#### Section 26.03

When advance knowledge of the impact of pending changes in function, organization and mission is available, it shall be the responsibility of the MSFC to plan for the retraining of employees involved when appropriate. Training agreements with the Office of Personnel Management will be utilized when appropriate to place employees in positions where their talents and training can be effectively used.

#### Section 26.04

All training opportunities will be offered to unit members without regard to race, religion, color, sex, age, union affiliation, national origin, marital status or handicap.

#### Section 26.05

Training of employee departmental representatives of the MESA covering administration of this Agreement will be provided on duty time not to exceed 40 hours per representative for the first year and 16 hours for each succeeding year as a part of the MSFC training program. The MSFC agrees that the training program may be initiated by the MESA within 60 calendar days after the effective date of this Agreement.

#### Section 26.06

MESA is to develop the curriculum, provide the instructor, and develop training aids. The MESA will be

allowed to use the MSFC training facility and equipment for such training. Requests for its use and scheduling will be made in writing through the Labor Relations Officer.

#### Section 26.07

Training opportunities will be announced, if possible, at least 30 calendar days prior to the beginning date of the course.

#### Section 26.08

In those instances where the number of training candidates exceeds the number of available spaces, selection will be made on the basis of relative need and merit.

#### Section 26.09

The MSFC agrees to pay tuition for all approved training and when appropriate provide official time, per diem and travel expenses to attend such training.

#### Section 26.10

Members of the unit who acquire skills or education through training received without MSFC financial support are encouraged to document such training or self-development activities for inclusion in their Official Personnel Folders.

#### Section 26.11

The MSFC will, as funds permit, make available to all unit employees training that will improve or enhance the performance of the employee's present or proposed tasks.

#### Section 26.12

When a unit employee is reassigned to a new position, the MSFC agrees, as funds permit, to give training that will improve or enhance the performance of the employee in performing the duties of the new position.

#### Section 26.13

The MSFC shall issue a Record of Training (MSFC Form 59-1) for all approved training instances of one hour or more duration to unit employees and it shall be placed in his/her Official (201) Personnel File.

#### Section 26.14

The MSFC will request annually an assessment of training needs of unit employees by each segment of MSFC and will use the resulting management approved needs as a basis for allocation of available resources. The MESA is encouraged to submit to MSFC directorate/office directors specific training recommendations of unit employees for consideration.

### **Article 27 - Performance Appraisal System**

Section 27.01. The performance appraisal system for employees in the MESA bargaining unit will be implemented according to the "NASA Employee Performance Communication System" and this Article.

Section 27.02. The performance appraisal system is designed to provide accurate information about work performance; to increase individual and organizational effectiveness; to foster more effective supervisor/subordinate working relationships; and to clarify accountability. The results of a performance appraisal on each Unit member will be used by MSFC as a basis for training, rewarding, reassigning, granting or denying within-grade increases, promoting, reducing in grade, retaining, taking remedial action or taking removal action. The parties acknowledge that the success of NASA and MSFC require maintaining the technical excellence and dedication of its employees, encouraging the professional growth of employees, recognizing noteworthy performance, and taking corrective action when necessary. Unit employees are encouraged to keep abreast of current and projected state-of-the-art developments in their particular disciplines.

Section 27.03. Each unit employee will receive a written performance appraisal annually. The appraisal period will run from May 1 through April 30 of each year.

Section 27.04. A rating of record will be prepared only if the employee has served under a performance plan at least 90 days during the appraisal cycle. When a rating of record cannot be prepared at the end of the appraisal period, the appraisal period will be extended for the amount of time necessary to meet the minimum period at which time a rating of record will be prepared.

Section 27.05. A performance plan will be established by the supervising official in consultation with the employee at the beginning of each appraisal period. The supervising official will meet with each unit employee at the beginning of the appraisal period to discuss the contents of the final performance plan, assure its clarity, and provide the employee with a written copy of the plan. The supervising official will respond to employee contributions to the performance planning process; however, the supervising official has the prerogative to make the final determination on the content of the plan.

Section 27.06. When a supervisor is entering a discussion with the employee to establish critical and non-critical elements, performance standards and performance indicators, an employee may request representation by MESA if, during the meeting, the employee believes the supervisor is not being fair and reasonable. MESA acknowledges its obligation to ensure that a representative will be made available within one workday for this purpose. If a representative is not available during this time, the meeting with the employee will not be delayed any further.

Section 27.07. Any action taken as a result of an unacceptable performance on one or more critical elements may be taken without regard to performance on other elements of the position. A rating of "Fails to Meet Expectations" on any critical element precludes an overall performance rating at the "Meet or Exceeds Expectations" level.

Section 27.08. The results of performance appraisals will be used as a basis for counseling, training, closer supervision, reassignment, reduction in grade, removal, or other action that MSFC considers appropriate in a particular case. Any action taken under this system will be fair and the particular circumstances of each case will be considered.

Section 27.09. At a minimum, one progress review will be conducted approximately mid-way in the appraisal period. Either the supervising official or the employee may initiate progress reviews at more frequent intervals if one of the individuals believes it is necessary.

Section 27.10. Performance appraisals will be based solely on actual performance against the performance requirements specified in the performance plan. There will be no pre-established distributions of expected levels of performance.

Section 27.11. An employee's performance will be evaluated by comparing the employee's actual performance with the requirements specified in the employee's performance plan. The employee will be assigned an overall rating of either "Distinguished", "Meets or Exceeds Expectations" or "Fails to Meet Expectations".

Section 27.12. In accordance with 5 CFR 351, performance ratings will be used in determining an employee's adjusted service computation date. The last three ratings of record are averaged and added to the service computation date to create the adjusted service computation date. This is one element utilized in the development of a Reduction in Force retention register.

Section 27.13. An employee may request reconsideration of the appraisal. This written reconsideration request must be given to the employee's immediate supervisor within 15 calendar days after receipt of the completed appraisal form and must include any documents or other evidence the employee has to

support the request. The supervisor will issue a written decision within a reasonable period of time (normally 15 calendar days) after receipt of the request for reconsideration.

Section 27.14. Following a reconsideration decision, a unit employee may grieve a performance appraisal rating in accordance with Section 11.08 of this Agreement. The parties acknowledge that any grievance filed is limited to the application of the performance standards and critical elements.

Section 27.15. MESA officials who spend time performing representational activities in accordance with Article 9 of this Agreement are expected to meet the same standards as other employees. However, adjustments may be necessary in the quantity of work required by the performance plan so that the employee is not unfairly penalized for engaging in authorized representation functions.

#### Section 27.16. Details and Temporary Assignments

- a. When an employee is placed on detail or temporary assignment for a period in excess of 30 days, such assignment shall cause a review and an adjustment, when appropriate, in the quantity of work required by the employee's original performance plan so that the employee is not unfairly penalized for being required to perform additional and/or different duties.
- b. As it pertains to the operation of this performance appraisal system, any detail or temporary assignment of more than 120 days shall require the modification of the plan to include that assignment and to assure that the employee receives fair and equitable consideration for awards, in accordance with Article 39, and promotions, in accordance with Articles 22 and 23.
- c. In conjunction with paragraphs "a" and "b", the supervisor of the employee who has served 90 days or more on a detail or temporary assignment will provide performance information for incorporation into the final assessment of performance. This information will be given to the permanent supervising official and will be utilized by that official in awarding an overall rating for the period covered by the performance plan.

#### REMOVAL OR REDUCTION IN GRADE BASED ON UNACCEPTABLE PERFORMANCE

Section 27.17. In accordance with appropriate law and regulations, MSFC may remove an employee or reduce the grade of an employee at any time. This process consists of the following steps:

1. Giving the employee an opportunity to demonstrate acceptable performance;
2. Issuing a notice of proposed action to the employee;
3. Issuing the final decision.

To accomplish the first step, an employee will be given a reasonable opportunity to demonstrate acceptable performance. This will normally be a 60-day period but may be longer if, in the opinion of MSFC, unusual circumstances of a particular case necessitate the additional time. This opportunity to demonstrate successful performance may be initiated during a progress review.

To accomplish the second step, an employee whose reduction in grade or removal is proposed is entitled to an advance notice of 30 calendar days. At the option of MSFC, this period may be extended for an additional 30 days if unusual circumstances require additional time. This written notice will include the following:

- The specific action proposed;
- Specific instances of unacceptable performance on which the proposed action is based;
- The critical elements of the employee's position involved in each instance of unacceptable performance;
- Where the supporting evidence and governing policies and procedures may be found;

- Notification that the employee may use a reasonable amount of official time (4-8 hours) to prepare and present a reply that will be considered in the final decision;
- A statement that the employee may be represented by MESA;
- Notification that the employee will have 10 calendar days from the date of the receipt of the proposal to answer orally and in writing;
- Notice of where and to whom to present the response.

To accomplish step three, a written decision to retain, reduce in grade or remove an employee must be made within 30 calendar days after the notice period has expired. The decision to remove or reduce an employee's grade may be based only on those instances of unacceptable performance by the employee which occurred during the period ending on the date of the notice. The decision letter must include:

- Specific instances of unacceptable performance, and the critical element(s) involved, on which the decision is based;
- Reference to the consideration given to any reply made by the employee or his/her representative;
- Notice of the right to file a grievance or an appeal.

This Section does not apply to an employee serving a probationary or trial period under an initial appointment or an employee who has not completed one year of current continuous employment under other than a temporary appointment limited to one year or less.

If an employee is reduced in grade or removed, he/she may appeal to the Merit Systems Protection Board or file a grievance in accordance with Section 11.08 of this Agreement. An employee may not use both procedures. If the grievance procedure is used, the grievance must be submitted within 10 workdays from the date of the decision.

Section 27.18. When a grievance is filed regarding an employee's performance appraisal or a grievance is filed regarding an action taken as a result of an employee's performance, the Employee Services & Operations Manager will take action as specified in Section 11.09. The Deciding Official will issue a decision in accordance with Section 11.10 of the grievance procedure, using an Examiner, if necessary, in accordance with Section 11.11. The Deciding Official's decision with respect to an Examiner's recommendations will be considered the final MSFC decision on the matter and the final step in the grievance procedure. If the decision is not acceptable to the employee, MESA may proceed to arbitration within 30 calendar days from the date of the decision in accordance with Article 12.

Section 27.19. Upon request, the MESA shall be furnished all information within MSFC's possession which is necessary and relevant to MESA's representational responsibilities.

## **Article 28 - Reduction in Force**

### **Section 28.01**

A reduction in force occurs when the MSFC releases an employee from his/her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement; or when lack of work or funds, reorganization causing separation, or the need to make a position for a person exercising re-employment or restoration rights requires the MSFC to release the employee.

### **Section 28.02**

It is mutually agreed that the MESA is entitled to advance notice of any reduction-in-force actions which may involve the separation, demotion, furlough, or displacement of one or more unit employees and consultation on the methods, procedures, and criteria to be used in effectuating a reduction in force that are not contained in this Article, and consultations on the anticipated impact on the bargaining unit as a result of the reduction-in-force decision.



For purposes of this Article only, the terms "consultation" and "consult" mean the procedure set forth at 5 U.S.C. 7117(d)(2) and (3), which procedure is normally reserved for matters subject to national consultation rights under 5 U.S.C. 7117(d)(1). MESA expressly waives its right to negotiate on any matters under this Article, and considers the procedure herein described to fully implement its rights under Title 5.

#### Section 28.03

In furtherance of the above understanding, it is agreed that:

- a. When it has been finally decided by the MSFC that a reduction in force is necessary, the MSFC agrees to inform the MESA President of that decision prior to its general public release by the MSFC.
- b. Within five workdays after the initial notification of impending reduction in force, the MSFC agrees to meet with MESA to consult on the methods and procedures to be followed in conducting the reduction in force. The MSFC agrees to properly consider MESA's views and recommendations concerning such methods and procedures that are not contained in this Article. At this meeting, the MSFC agrees to provide the MESA a retention register of all NCC 200 and 700 personnel.
- c. When the specific types, grades, and organizational locations (director/office level) of positions to be abolished at the beginning of the notice period have been finally determined by the MSFC, the MSFC agrees to notify the MESA President and to consult with the MESA concerning the anticipated impact on the bargaining unit. The MESA President agrees to treat this as privileged information.
- d. On the day prior to the day of issuance of the specific reduction-in-force notices, the MSFC agrees to provide MESA an up-to-date annotated retention register of all NCC 200 and 700 personnel. The MSFC agrees to inform MESA of any changes made in reduction-in-force actions prior to the effective date of such actions. MSFC further agrees to notify the MESA of changes to this retention register made from its date until the effective date of the reduction in force. Such changes will include, but not be limited to, promotions, reassignments, separations, changes in competitive levels, changes in competitive standing, etc.

#### Section 28.04

The MSFC agrees that the reduction-in-force procedures used will be in accordance with this Article and those prescribed by the applicable laws and regulations, which provide relative retention preference based on tenure, veteran's preference, length of service and performance ratings.

#### Section 28.05

The MSFC agrees that every reasonable effort will be made to fill existing personnel vacancies, as contained in the retention register, with qualified employees who are being affected by the reduction in force.

#### Section 28.06

After the reduction-in-force notices have been issued, and prior to the effective date of such actions, it is agreed that MESA shall be allowed to bring to the attention of the Employee Services & Operations Manager or his representative those reduction-in-force decisions which MESA believes to be improper or in error and the reasons for that belief. The Employee Services & Operations Manager or his representative will review the case presented by MESA, and if it has merit based on the relevant employment records, qualification standards, and regulations, actions will be taken as appropriate to correct the error. MESA will be informed of the final determination in a case of this nature.

#### Section 28.07

Any career or career-conditional employee who is separated because of a reduction in force will be placed on the Re-employment Priority List in accordance with applicable rules and regulations, and such employees shall be given preference in inverse order for rehiring in temporary and permanent positions for which qualified. Any separated employee subsequently re-employed at a lower grade shall be given

priority consideration for repromotion in accordance with Article 23, Promotions. Employees demoted through reduction in force are entitled to special consideration for repromotion in accordance with Article 23.

#### Section 28.08

If unit employees are separated in a reduction in force, the MSFC will operate an outplacement program to assist them in finding other employment. The MSFC will obtain from the appropriate State Employment Service current training programs sponsored by the state and/or Federal Government for which affected employees may be eligible. The MESA may assist the MSFC in these endeavors.

#### Section 28.09

The MSFC will notify MESA of any proposed changes in the competitive areas and will consult with MESA on the anticipated impact of such changes.

#### Section 28.10

To minimize adverse effects upon employees, the MSFC agrees to take into consideration anticipated attrition in establishing the number of positions to be abolished in a reduction in force.

#### Section 28.11

Unit employees affected by reduction-in-force actions have the right to review regulations, retention registers, competitive level records, position descriptions, and other records pertinent to the action. In reviewing reduction-in-force records, the employee may, if he/she wishes, be assisted by a MESA representative. The employee and his/her representative will be given a reasonable amount of official time for this purpose.

### **Article 29 - Within-Grade Increases**

#### Section 29.01

An employee paid at less than step 10 of the grade of his or her position shall be advanced in pay to the next higher step of that grade upon meeting the following three requirements:

- a. The employee must have completed the required waiting period for advancement to the next higher step of the grade of his or her position;
- b. The employee must not have received an equivalent increase during the waiting period; and
- c. The employee's performance must be at an acceptable level of competence.

#### Section 29.02

An employee whose current performance rating fails to meet an acceptable level of competence will not be granted a within-grade increase.

#### Section 29.03

When an employee has a rating under the NASA NASA Employee Performance Communication System, the decision to grant or withhold a within-grade increase must be supported by the employee's most recent appraisal. If the most recent appraisal does not support the decision, there must be a written statement setting forth the reasons for granting or withholding the within-grade increase.

#### Section 29.04

If an employee has not received performance requirements and critical elements and it appears that the employee may not be performing at an acceptable level of competence, the employee shall be advised of his/her performance requirements and critical elements at least 30 days prior to the end of the waiting period so that a timely acceptable level of competence determination can be made.

#### Section 29.05

If an employee has not been advised of his/her performance requirements and critical elements at least

30 days prior to the end of the waiting period and is not performing at an acceptable level of competence, the acceptable level of competence determination shall be postponed for 90 days. At such time as the employee is advised of the postponement, he/she will also be advised of the performance requirements which must be met for performance at an acceptable level of competence. If at the end of the period the employee is performing at an acceptable level of competence, the within-grade increase will be retroactive to the original due date. If a determination is made that the employee is not performing at an acceptable level of competence, the procedures in Section 29.07 for denying a within-grade increase shall be followed.

#### Section 29.06

As soon as possible after the end of a waiting period, the employee shall be advised in writing as to whether the within-grade increase will be granted.

#### Section 29.07

When it is determined that an employee is performing below an acceptable level of competence, he or she shall be given a written notice after completion of the waiting period. The notice will include:

- a. The reasons for the negative determination and the respects in which the employee must improve performance in order to receive a within-grade increase;
- b. Notice to the employee of the right or his/her personal representative's right to request a reconsideration within 15 calendar days, and;
- c. Notification that the request for reconsideration is to be submitted to the Director of the Employee Services & Operations Office.

#### Section 29.08

An employee may submit a written request for reconsideration. The employee may present written reasons to the reviewing official for granting the increase. An employee may be accompanied by a MESA representative. The reconsideration will be made by the next organizational level above the official making the original determination. The decision on this request will be made within 10 working days after the reviewing official received the request.

The employee may be granted up to four hours of official time to prepare the request. This request for time must be submitted to the supervisor and is subject to approval by the supervisor. An additional four hours may be granted by the supervisor if, in the supervisor's judgment, the circumstances of a particular case require additional time.

#### Section 29.09

An employee who received a negative decision upon reconsideration may initiate a grievance under Section 11.09 of the negotiated grievance procedure. This grievance must be submitted within 10 workdays after the date of the negative determination. If a grievance is filed, the employee is entitled to self-representation or union representation.

#### Section 29.10

When a grievance is filed regarding the withholding of a within-grade increase, the Employee Services & Operations Manager will take action as specified in Section 11.09. The Deciding Official will issue a decision in accordance with Section 11.10 of the grievance procedure, using an Examiner, if necessary, in accordance with Section 11.11. The Deciding Official's decision with respect to an Examiner's recommendations will be considered the final MSFC decision on the matter and the final step in the grievance procedure.

#### Section 29.11

When a negative determination is changed either after reconsideration or after a grievance has been filed, the change supersedes any previous negative determination. The effective date of the within-grade

increase for which the employee becomes eligible is the date on which the within-grade increase otherwise became due.

#### Section 29.12

When a determination is made that an employee's work is not at an acceptable level of competence and this determination is final, either because the employee has not filed a grievance or because the grievance procedure has been exhausted, the Center Director, or his designee, will make a new determination when the employee has demonstrated sustained performance at an acceptable level of competence but, in any event, not later than 52 weeks after the end of the waiting period to which the negative determination applied. If the new determination is favorable to the employee, the effective date of the within-grade increase for which the employee is eligible is the first day of the first pay period that begins on or after the date of the new determination. If the determination is again negative, the employee is entitled to the notice, the right to reconsideration and the right to grieve as outlined in this Article.

### **Article 30 - Environmental Differential Pay Assignments**

#### Section 30.01

Unit employees shall be entitled to environmental differential pay in accordance with applicable rules and regulations.

#### Section 30.02

When unit employees are assigned to work for which additional pay is authorized, the employee's supervisor will so advise the employee affected.

#### Section 30.03

It is agreed that the OPM Schedule of Pay Differential is subject to change by directives of higher authority. The MSFC agrees to consider recommended changes to the Schedule submitted by the MESA. When comments are solicited by higher authority, other than by NASA, the MSFC agrees to consult the MESA on proposed revisions of the Schedule.

#### Section 30.04

The MSFC will ensure that a current copy of the Schedule is maintained and made available to the MESA upon request. MSFC will also ensure wide publication and dissemination of the Schedule.

#### Section 30.05

Membership on any committee appointed by the Center Director for the purpose of making recommendations concerning the application of regulations governing awarding of premium pay for performance of hazardous duty by unit members shall include MESA representation, designated by the President of MESA.

### **Article 31 - Parking and Traffic**

#### Section 31.01

Parking facilities will be provided in the lot nearest the employee's worksite whenever practical. MSFC will provide free parking spaces without cost unless otherwise required by future rules and regulations.

#### Section 31.02

Reserved parking spaces will be limited in accordance with the Center Director's memo dated February 3, 2000 (Subject: Reserved Parking).

#### Section 31.03

MSFC will provide MESA with one reserved parking space in the parking lot adjacent to the building where the MSFC Employee Services & Operations Office is located and one reserved parking space in the parking lot adjacent to the building where the MSFC Labor Relations Officer is located.

#### Section 31.04

MSFC will provide a reserved parking space for the MESA President and Vice-President at their respective worksites.

#### Section 31.05

MSFC will periodically review all reserved parking and remove numbers or spaces which are not assigned.

#### Section 31.06

All MESA officers and departmental representatives will be authorized to use visitors' parking spaces for representational activities conducted away from their individual worksites, with the exception of the visitors' parking lot at the southwest corner of Building 4200.

### **Article 32 - Payroll Allotment for Withholding Dues**

#### Section 32.01

Introduction: The MSFC agrees to withhold and remit the dues of the members in good standing of the MESA who voluntarily authorize allotments from their pay for this purpose, in accordance with 5 USC 7115(a).

#### Section 32.02

Eligibility: Any employee who is assigned to the unit for which the MESA holds recognition and who is a member in good standing of the MESA may authorize an allotment of pay for the payment of his dues provided:

The employee receives an amount of pay sufficient, after other legal deductions, to cover the full amount of the allotment. Other legal deductions consist of Retirement or FICA, Federal Income Tax, Health Benefits, Federal Employees Group Life Insurance, Indebtedness due the United States Government, State Income Tax, and other authorized voluntary deductions or allotments to be made in order specified by the employee.

#### Section 32.03

Authorization: The procedure and effective dates of authorization shall be as follows:

- a. The MESA will inform each of its members of the voluntary nature of an authorization for allotment of pay to cover dues and of the prescribed procedures for authorizing the allotment, as well as the provisions and procedures for revocation of an authorization.
- b. The MESA will acquire and distribute to its members the prescribed authorization form (SF-1187) and will receive completed forms from members.
- c. The President and Treasurer of the MESA are designated to process authorization forms by completing Section A thereof certifying the amount of dues to be withheld and that the employees are members in good standing of the MESA. Certified authorization forms will be submitted to the NASA Payroll and Personal Services Office, Attention: RS10.
- d. Authorizations for allotments received in the NASA Payroll and Personal Services Office, will be effective beginning with the first biweekly pay period following receipt of the allotment, and will continue in effect until the allotment is terminated in accordance with the provisions of Section 32.05 below.
- e. The SF-1187 will contain the name and payroll number of the employee as it appears on the payroll records.

#### Section 32.04

Withholding: Dues allotment deduction will be withheld from each biweekly pay period unless otherwise specified. The amount to be withheld shall be the amount of the regular dues of the member, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues

is changed by the MESA, the President will notify the Chief Financial Officer in writing of the rates and the desired effective date of the amended dues structure. The amended amount will be withheld effective with the pay period following receipt of the notice unless a later date is specified by the MESA.

#### Section 32.05

Termination of Allotment: Except as provided under 5 USC 7115(b), any allotment for dues withholding provided for under this Article may not be revoked for a period of one (1) year. The Chief Financial Officer will terminate an allotment:

- a. At the beginning of the first pay period after September 1, provided the Revocation Request, SF-1188, is received in the Payroll Office prior to September 1.
- b. All SF-1188's received in the Payroll Office on or after September 1 of each year shall be returned to the originator without action. SF-1188's received on or after June 1 and prior to September 1 shall be held by the Payroll Office and processed in accordance with a.above.
- c. In order for revocation requests to be processed in accordance with a. above, an employee's dues withholding allotment must have been in effect for not less than one (1) year prior to the date on which the termination is requested. Revocation Requests for Allotments which have not been in effect for at least one (1) year will be held by the Payroll Office and processed effective on the first pay period after the date on which the allotment has been in effect for one (1) year.

#### Section 32.06

Remittance of Dues Withheld: Promptly after completion of each pay period, the Chief Financial Office will remit the amount due to the MESA Treasurer. A statement, in duplicate, will be forwarded by the Chief Financial Office to the MESA Treasurer providing the following information:

Identification of installation

Identification of Local

Names of members in alphabetical order for whom deductions were made and amount of each deduction

Total number of members for whom dues were withheld

Total amount withheld on this payroll

Net amount remitted

#### Section 32.07

Required Notices: The MESA President and the Marshall Space Flight Center agree to issue the following written notices:

- a. The MESA will notify the Chief Financial Office, within 15 workdays, when an employee with a current allotment authorization ceases to be a member in good standing.
- b. The Chief Financial Office will remit a copy of each SF-1188 received from employees to the MESA concurrent with the first dues remittance report after receipt of the revocation.

### **Article 33 - Equal Employment Opportunity**

#### Section 33.01

It is the policy of the MESA and the MSFC that all qualified persons are assured equal opportunities in employment matters. Discrimination on the basis of race, color, religion, age, sex, national origin, or handicapping conditions is prohibited.

#### Section 33.02

It is understood that discrimination on the basis of marital status is prohibited by this Agreement and by Federal Statute separate from the EEO Act (PL 92-261) covering other listed bases of prohibited discrimination.

#### Section 33.03

In keeping with the policy of assuring equal employment opportunities, the MSFC will publish and disseminate an Equal Employment Opportunity (EEO) Affirmative Action Plan in accordance with the Equal Employment Opportunity Act of 1972 (PL 92-261) and Executive Order 11478. The MESA will be consulted on, and may submit proposed changes to, the Affirmative Action Plan.

#### Section 33.04

Unit employees who experience difficulties regarding equal employment opportunity may be represented by the MESA in attempting to resolve problems.

#### Section 33.05

MESA unit members may be considered for assignment to any formal committee established to advise the EO Office on EEO activities.

### **Article 34 - Competitive Levels**

#### Section 34.01

The MSFC agrees to place unit employees into proper competitive levels as defined by applicable Office of Personnel Management rules and regulations.

#### Section 34.02

Competitive levels for each grade will consist of all jobs that are so similar, in all important respects, e.g., duties, responsibilities, knowledges required, skills, abilities, and aptitudes, that employees may be moved from one position in the competitive level to another without significant training and without unduly interrupting the work program.

#### Section 34.03

Competitive level assignments may change as a result of reassignment, change of title or series, change in supervisory status, change in grade, or any other action which serves to affect the interchangeability of the employee's position with other positions in the Center.

#### Section 34.04

Upon request by an employee and/or his/her representative, the MSFC will grant a competitive level review if the employee feels his/her competitive level assignment is improper.

#### Section 34.05

At the request of the MESA, the MSFC agrees to conduct a review of the competitive level(s) of any group of unit employees.

#### Section 34.06

The MSFC agrees to maintain up-to-date records of all competitive levels including a brief rationale for each and a copy of each position record assigned. A record of changes in competitive levels will also be maintained. These records will be available for inspection by the MESA and the employees.

NOTE: This Article will be effective only after MESA has been notified of an impending RIF.

### **Article 35 - Communications**

#### Section 35.01

The MSFC agrees to provide bulletin board space on existing Union bulletin boards throughout the Center, a portion of which will be properly identified as MESA, IFPTE. It is understood that these boards shall be used for posting any information about the MESA and MESA's activities of interest to unit members. The MESA will be responsible for posting and removing material and for maintaining its bulletin board space in orderly condition.

#### Section 35.02

The MSFC will publish in the Marshall Star notices or other appropriate news items of general interest which the MESA may present subject to editorial review, which will not change the substance or emphasis of the item, and space availability. MSFC will consider topics proposed by the MESA for coverage in the Personnel Newsletter.

#### Section 35.03

The MSFC internal mail system may be utilized by the MESA for representational purposes only. The MSFC will provide pickup and delivery service to and from the MESA office.

#### Section 35.04

The MSFC agrees to put the MESA on current and regular distribution for NASA and Center policies, procedures, manuals, and regulations that affect its bargaining unit personnel together with promotional opportunities pertaining to all NASA Classification Code 200 and 700 positions under the cognizance of the MSFC.

#### Section 35.05

The MSFC Telephone Directory shall carry two listings for the MESA in the classified section as follows:

Marshall Engineers and Scientists Association (MESA) See Labor Organizations

Labor Organizations

MESA, Local 27, IFPTE, Bldg. No. 4471, Phone No. 544-7501

#### Section 35.06

The floor and lobby directory of Building 4471 will list the MESA office and location.

### **Article 36 - Contracting**

#### Section 36.01

MESA recognizes that the MSFC has the authority to make determinations with respect to contracting out work subject to applicable laws and regulations.

#### Section 36.02

MSFC agrees to provide MESA at least ten (10) working days' advance notice of any decision to contract work currently performed by employees of the bargaining unit when the decision will displace or adversely affect bargaining unit employees. The MSFC agrees to provide the MESA President an opportunity to discuss the impact of any decision to contract out such work.

### **Article 37 - Travel**

#### Section 37.01

Time in travel status away from the official duty station of an employee is deemed employment and subject to overtime payment in accordance with Article 15, Overtime, only when:

- a. It is within his/her regularly scheduled administrative workweek, including regular overtime work; or
- b. The travel (1) involves the performance of actual work while traveling, (2) is incident to travel that involves the performance of work while traveling, (3) is carried out under such arduous and unusual conditions that the travel is inseparable from work, or (4) results from an event which could not be scheduled or controlled administratively.

#### Section 37.02

The MSFC shall, to the maximum extent practicable, schedule the time to be spent by an employee in a travel status within the regularly scheduled workweek and within the normal duty hours of the employee.



An employee should not be required to travel on his/her off day nor outside his/her normal duty hours in order to be at work at a temporary duty station early Monday morning to attend a meeting.

#### Section 37.03

Although time in a travel status; i.e., transient time, away from an employee's official duty station may meet the conditions in the regulations for being considered as hours of employment, it is not payable as overtime unless travel outside regularly scheduled duty hours is officially ordered or approved. The authorizing official's approval of the travel orders shall fulfill the requirement of approved travel. Thus, to be paid as overtime, the appropriate official must require the employee to travel outside his/her regularly scheduled workhours, or after the travel is performed he/she must approve the time of travel. To this extent, time in a travel status is no different than other overtime hours.

It is to be noted that if the hours in a travel status are those for which overtime pay is warranted, it may be appropriate to pay the employee by means of compensatory time off. When it is essential that travel be performed during nonduty hours and the employee may not be paid overtime under law, the official authorizing the employee's travel shall record his/her reasons for ordering travel at those hours. The reason(s) for ordering such travel may be placed on the travel orders or recorded on separate memorandum and a copy of the statement shall, upon request, be furnished to the employee concerned. When the employee must spend one hour or more in travel between the common carrier terminal and place of business or residence, this travel is considered hours of employment if the requirements of Section 37.01 above are met.

#### Section 37.04

Subject to the provisions of subparagraphs a., b., and c. below, an employee is expected to return to his/her official duty station immediately upon completion of his/her temporary duty assignment whenever common carrier transportation is available.

- a. Normally, an employee on official travel will not be required to travel during unreasonable hours if sleeping accommodations are not available on the mode of common carrier transportation used. For purposes of this Agreement, an employee will not be expected to use a carrier whose schedule requires boarding or leaving the carrier between 10:00 p.m. and 6:00 a.m., if there are more reasonable departure or arrival scheduled times that will meet mission requirements.
- b. An employee who completes his/her temporary duty assignment at an hour that would necessitate using transportation scheduled to arrive at his/her official duty station after 10:00 p.m. of that day may delay commencement of his/her return travel until the earliest reasonable hour on the ensuing day even though such day is a nonworkday. Travel once started will be performed on a through basis.
- c. Employees who are required to perform official travel and who arrive at their residence after midnight may be granted an excused absence to provide adequate rest before reporting for work at their permanent duty station. The excused absence will be one hour for each whole hour in a travel status after midnight, but not to exceed eight (8) hours.

#### Section 37.05

In the event an employee's travel voucher claim is questioned, the employee may state his/her concern in writing to the Chief Financial Officer for a reply.

#### Section 37.06

The MSFC agrees that any injury suffered by an employee while on required travel or temporary duty and incurred as a result of the duties required during that period will be compensated in accordance with existing laws and regulations.

#### Section 37.07

MESA representatives may be authorized TDY and travel expenses as necessary to attend government-

sponsored or IFPTE-sponsored labor-management meetings which are primarily in the interest of the Government.

#### Section 37.08

Travel which is required to fulfill obligations of official MSFC assignments to Federal, NASA, MSFC, technical society committees or other organizations may be approved subject to work priorities, travel funding availability and travel regulations. All expenses related to such travel will be reimbursable to the extent allowable by travel regulations.

#### Section 37.09

Since travel by common carrier (air, rail or bus) will generally result in the most efficient use of energy resources and in the least costly and most expeditious performance of travel, this method shall be used whenever it is reasonably available. Other methods of transportation may be authorized as advantageous only when the use of common carrier transportation would seriously interfere with the performance of official business or impose an undue hardship upon the traveler, or when the total cost by common carrier would exceed the cost by some other method of transportation. The determination that another method of transportation would be more advantageous to the Government than common carrier transportation shall not be made on the basis of personal preference or minor inconvenience to the traveler resulting from common carrier scheduling.

#### Section 37.10

The taking of annual leave in conjunction with travel shall be in accordance with Article 17, Section 17.01 of this Agreement and applicable travel regulations.

#### Section 37.11

Except for emergency travel, the MSFC shall normally provide unit employees with their travel orders at least three (3) days prior to time of departure.

#### Section 37.12

In the event that an employee is required to travel to a contractor site within the local commuting area and transportation has not been arranged, the employee will:

(1) Contact the vehicle coordinator for his/her office or laboratory to determine if a dedicated vehicle is available.

(2) If none is available, the employee will contact the MSFC motor pool or the vehicle dispatcher at Building 4200 (if employee works in buildings 4200, 4201, 4202, or 4203) to determine if any other government vehicle is available.

In the event that a government vehicle is not available from either of these sources, and it is determined by the supervisor that the trip cannot be delayed until Government transportation becomes available and he/she therefore authorizes the employee to use his/her privately owned vehicle, the employee can request reimbursement for mileage at the rate in effect at the time of the travel using Standard Form 1164. Multiple trips may be claimed on each SF-1164.

### **Article 38 - Employee Work Environment**

#### Section 38.01

Recognizing that employee productivity and morale can be affected by his/her work environment, the MSFC agrees to provide adequate space to perform the duties of his/her position.

When an employee and the MESA feel that an employee's space allocation is not sufficient to adequately perform his/her duties, the situation should be brought to the attention of the Labor Relations Officer for discussion and resolution with the MESA.

#### Section 38.02

It is agreed adequate storage space; e.g., bookcases, files, etc., shall be provided to employees for maintaining professional and technical references in accordance with applicable regulations.

#### Section 38.03

MSFC shall provide lighted, heated, cooled, and ventilated working areas, consistent with national efforts to conserve energy, at all times employees are required to work. Work areas shall be cleaned consistent with the requirements of the custodial contract. When an employee and the MESA feel that a problem regarding heating, cooling, lighting, and ventilation exists, the situation should be brought to the attention of the Facilities Office Area Representative for discussion and attempted resolution with the MESA.

#### Section 38.04

If heating, cooling, ventilation, or lighting equipment becomes inoperable, and the MESA, Medical Center, and Safety and Mission Assurance Directorate jointly determine that the work environment poses undue hazard to the health or safety of any employee(s) assigned to work in the affected area, the MSFC will take action to temporarily assign such employee(s) to another work area, or grant administrative leave, until the situation is corrected to the satisfaction of the Medical Center and the Safety and Mission Assurance Directorate.

#### Section 38.05

Supervisors shall seek and use available private space for individual counseling when the counseling sessions relate to work habits or performance assessment.

### **Article 39 - Incentive Awards Program**

#### Section 39.01

The MESA and the MSFC recognize the significance of and the benefits to be derived from an Incentive Awards Program. The Program shall be designed to encourage employees to participate in improving the efficiency and economy of the Government operations.

#### Section 39.02

Approval and presentation of Incentive Awards will follow the guidelines of NPG 3451.1, NASA Awards and Recognition Program. Emblems and certificates for length of service will be presented to the eligible employee in accordance with NPG 3451.1, NASA Awards and Recognition Program guidelines.

#### Section 39.03

MSFC and MESA acknowledge that the granting of an award must be based on an employee's performance and degree of participation, as appropriate. Written justification for all awards granted to MESA unit members will be on file with the Strategic Performance Management and Incentives Office and MESA is entitled to review this justification. If any unit employee has been erroneously excluded from such recognition, action will be taken to appropriately recognize the employee.

#### Section 39.04

Upon request, MESA will be given the opportunity to review suggestions of bargaining unit members which have been rejected.

### **Article 40 - Professional Recognition**

#### Section 40.01

The MSFC recognizes that professional employees have the right to publish papers in professional journals and appear before professional groups as individuals. The professional employee has the right to prepare a paper for publication with Agency approval required for policy statements. In general, statements concerning NASA policy are irrelevant in a technical paper, but if any such statement is included, management may edit or delete it. Review of the technical content of a paper will be through the normal Agency review process and that of the journal involved. Reviews will be conducted in a timely manner.

No NASA personnel or editor responsible to the NASA shall alter a paper after author's concurrence without appropriate explanation to the author.

#### Section 40.02

The MSFC agrees that the following policy will be adhered to in the publication (as described in MPR 2220.1) of any technical work performed by a unit member:

- a. When the unit employee authors (co-authors) the entire report, he/she shall be named as author (co-author) if he/she so desires.
- b. When the unit employee authors a report that later becomes a part of a larger report, he/she shall be named as a contributor if he/she so desires.
- c. When the unit employee's technical work product is incorporated in a publication authored by another employee, the employee who produced the technical work will be acknowledged in the report if he/she so desires.
- d. When the unit employee is encouraged/directed by his/her supervisor to author a technical report, the report will be reviewed promptly and a decision made by the supervisor on whether or not to publish. If the decision is not to publish the report, then the supervisor will advise the employee as to the reasons why. (This applies to NASA publications of technical work and does not invalidate Section 40.01 in any way.)

Supervisors and project managers must apply the above policies to other publications to which a unit employee has made a substantial contribution.

#### Section 40.03

It is agreed that when material is approved for presentation at technical or professional meetings, the employee who performed the work will normally be afforded the opportunity to make the presentation as fiscal, operational and meeting agenda circumstances allow. It is further agreed that when an employee receives formal management approval to submit and present material for presentation, funds will be allocated for travel necessary to make the presentation. Travel orders should be submitted with the request for approval of material and approval to present it.

#### Section 40.04

Since technical accomplishments of employees can beneficially influence professional development, it is agreed that recognition for such accomplishments will be given as appropriate. Such recognition may include, but not be limited to, publicity in the Marshall Star, letters of commendation, and incentive awards, as appropriate.

#### Section 40.05

The MSFC agrees that the Morris Auditorium may be used, on a space available basis, for technical seminars sponsored by the MESA.

#### Section 40.06

Unit employees who have demonstrated professional maturity in a technical/scientific discipline may be considered for assignment to any position on any technical/scientific working group, committee, or board.

### **Article 41 - Supervision**

#### Section 41.01

Each employee is entitled to know who his or her immediate supervisor is and shall have direct access to this supervisor at a time convenient to both the employee and the supervisor.

#### Section 41.02

Under normal circumstances, employees shall not be required to report to more than one (1) supervisor. In the event that a higher ranking member of management gives orders or directions directly to an

employee without the knowledge of the employee's supervisor, and these orders or directions conflict with the employee's current instructions, the employee should make that conflict known to the higher ranking member of management who will then discuss the assignment with the employee's supervisor to resolve the conflict. If an employee is given multiple tasks to perform simultaneously, the supervisor will establish task priorities upon request by the employee. This Section applies to both administrative and technical functions.

#### Section 41.03

MESA, through its representatives, may bring to the Employee Services & Operations Manager's attention situations within the unit where it feels there are work related problems in accordance with Article 8.

#### Section 41.04

Normally, unit employees will not be directed, or permitted, to perform normal supervisory functions such as, but not limited to, performance appraisal, promotion appraisal, award nomination, etc.

### **Article 42 - Special Facilities**

#### Section 42.01. Handicapped

- a. The MESA shall be invited to participate in any official evaluation of the adequacy of facilities for handicapped employees.
- b. The MESA may bring to the attention of the MSFC any problems associated with the physical working environment of individual handicapped unit employees. When such a problem is identified, MSFC will investigate the condition specified by the MESA and will attempt to provide corrective measures expeditiously.

#### Section 42.02. Day Care

- a. Children or dependents of MESA unit employees shall be eligible for enrollment in the Marshall Child Development Center (MCDC) without regard to race, color, religion, sex, handicapping condition, or any other non-merit consideration. Enrollment shall be on a first-come, first-serve basis (although the MCDC may elect to give preference to siblings of children already enrolled).
- b. The parties agree to honor all provisions of the Memorandum of Understanding dated March 8, 1990, entitled "Marshall Child Development Center."

### **Article 43 - Exchange Council**

#### Section 43.01

MSFC will continue to provide a NASA exchange at the Center in accordance with NPR 9050.6. The purpose of the exchange shall be the operation of activities which contribute to the efficiency, welfare and morale of MSFC employees as outlined in NPR 9050.6.

#### Section 43.02

MSFC agrees to provide MESA copies of the minutes of the monthly Council meetings. A meeting with the Chairperson of the Council will be arranged to discuss the provisions of the minutes, if requested by MESA. Once quarterly, MESA may meet with the exchange supervisor to present its viewpoints concerning the activities of the Council. The request by MESA should be coordinated through the MSFC Labor Relations Officer.

### **Article 44 - Distribution of Agreement**

#### Section 44.01

A copy of this agreement will be made available electronically through the Employee Services & Operations Office and MESA websites. This will represent the most current version of the contract, superseding all printed copies.

#### Section 44.02

MSFC will provide all new employees with the following written statement:

*All Federal employees shall have the right to form, join, or assist any labor organization, 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. The position you occupy is in the bargaining unit covered by the attached Agreement between the George C. Marshall Space Flight Center and the Marshall Engineers and Scientists Association (MESA), International Federation of Professional and Technical Engineers (IFPTE), Local 27. MESA is the exclusive representative of employees in this unit.*

### **Article 45 - General Provisions**

#### Section 45.01

The MSFC agrees to notify the MESA in advance of any general personnel program reviews to be conducted by NASA Headquarters or other Federal agencies.

#### Section 45.02

MESA may meet semiannually with the MSFC Retirement Coordinator to develop and make recommendations for the retirement counseling program. The program will be presented annually for all interested employees. Priority will be given those employees who will be eligible for regular retirement within five years.

#### Section 45.03

Prior to distribution of surveys or questionnaires by the MSFC to bargaining unit members, MSFC agrees to provide MESA with a copy of the document. If MESA has any questions or concerns regarding the survey or questionnaire to be distributed, a consultation meeting may be requested.

#### Section 45.04

MSFC agrees to continue to provide MESA with existing office space, furniture and telephone service. In addition, MSFC will provide MESA with standard office IT equipment and services. Under the current Outsourcing Desktop Initiative (ODIN) contract, the standard general purpose seat is described as a GP2 system. The equipment will be refreshed on the same schedule that equipment is refreshed for other users of GP2 systems. It is agreed that this equipment may be used by MESA for electronic mail communication between bargaining unit employees and the MESA Office. MSFC will provide and maintain a sign outside the building where the MESA office is located indicating the location of the MESA office.

### **Article 46 - Duration, Modifications and Amendments**

#### Section 46.01

This Agreement shall remain in full force and effect for three (3) years from its effective date. It will remain in effect for additional one-year periods thereafter unless either party submits a written notice of intent to negotiate a new Agreement.

#### Section 46.02

Upon the written request of either party, the parties will meet between the 60th and 55th day prior to the expiration of this Agreement to agree on arrangements for negotiating any changes or additions to this Agreement.

#### Section 46.03

The party expressing a desire to negotiate a new contract must submit a complete copy of its proposals within 30 days after the meeting held in accordance with Section 46.02.

#### Section 46.04

The parties may mutually determine to amend this contract at any time after it has been in effect for more than sixty (60) days. Any requests for an amendment must be in writing and accompanied by a summary

of the proposed amendment.

Representatives of each party will meet within fourteen (14) calendar days after this request has been received by the MESA President or the MSFC Labor Relations Officer. Any negotiations conducted under this Section will be limited to those proposals covered in the summary. Any Agreement reached will be put in writing upon request of either party.

#### Section 46.05

This Agreement may be reopened when new or extended bargaining rights are granted by statute or Executive Order and negotiations are required to make the Agreement compatible with the statute or Executive Order.

#### Section 46.06

This Agreement will remain in full force and effect until the effective date of a new Agreement.