

# **GSFC-AFGE Collective Bargaining Agreement**

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## Preamble

This Agreement is made by and between the National Aeronautics and Space Administration (NASA), Goddard Space Flight Center (GSFC), Wallops Flight Facility (WFF), Wallops Island, Virginia, hereinafter referred to as "Management" and the American Federation of Government Employees (AFGE), Local 2755 (AFL-CIO), hereinafter referred to as the "Union".

It is the intent and purpose of the parties hereto to promote and improve the effectiveness and efficiency of the Wallops Flight Facility and the well-being of its employees through the provisions of Title 5, United States Code (USC), Chapter 71 (Civil Service Reform Act (CSRA)), on matters involving personnel policies and procedures or other matters affecting general working conditions. The parties also intend to establish the means for effective cooperation through amicable discussion and adjustment of matters of interest at the Wallops Flight Facility.

Therefore, Management and the Union agree to the provisions herein

## Partnership - Memorandum of Agreement

In accordance with Executive Order 12871, as amended, Section 2(a) Management and the Union agree to participate in good faith in formulating a task force for the purpose of exploring the structure, purpose, operating principles and responsibilities of an on-going labor-management partnership at the Goddard Space Flight Center.

## Terms and Definitions

Matters appropriate for negotiation between the parties are matters affecting conditions of employment so far as may be appropriate under law, rule and regulations including published Agency rules or regulations for which no compelling need is determined to exist under procedures established by the Federal Labor Relations Authority; procedures Management will observe in exercising its authority under 5 USC 7106; and appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC 7106.

The following definitions of terms used in this Agreement shall apply:

- a. **CONSULTATION:** The term "consultation", as used throughout this contract, refers to the oral or written exchange of views between Management and the Union concerning matters which are not subject to the obligation to "negotiate" but which matters are nonetheless of concern to employees of the bargaining unit. "Consultation" means a mutually honest and sincere review and consideration by Management of the Union's views on matters that are within the jurisdiction of Management. The consultation process does not necessarily require an agreement between Management and the Union. Consultation shall in no way nullify or abrogate the obligation of the parties to "negotiate"

over matters for which the obligation exists.

- b. **NEGOTIATION:** The term "negotiate," as used throughout this contract, refers to the obligation of the parties as defined in 5 USC 7114 to bargain in good faith with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations, with the view toward arriving at a collective bargaining agreement.
- c. **IMPASSE:** The inability of representatives of Management and the Union to arrive at a mutually agreeable decision concerning negotiable matters, through the negotiation process.
- d. **AMENDMENTS:** Negotiated modifications to the Basic Agreement adding, deleting, or changing portions, sections, or articles of the Agreement.
- e. **SUPPLEMENTS:** Additional articles negotiated to cover matters not adequately covered by the Basic Agreement.
- f. **EMERGENCY SITUATION:** A situation that poses sudden, immediate, and unforeseen requirements as a result of natural phenomena or other circumstances beyond reasonable control or ability to anticipate.
- g. **UNION OFFICIAL AND/OR UNION REPRESENTATIVE:** Any accredited National representative of the Union, and the duly elected or appointed officials of the Local, including stewards.

**AUTHORITY:** The Federal Labor Relations Authority established by Chapter 71 of Title 5 USC (Civil Service Reform Act).

## **Article 1 Recognition and Unit Description**

**SECTION 1.01** Management hereby recognizes that the Union is the exclusive representative of all employees in the bargaining unit as defined in Section 1.02 of this Article. The Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to union membership with respect to grievances or other matters affecting working conditions.

**SECTION 1.02** Management recognizes AFGE as the exclusive representative of the employees described in the Federal Labor Relations Authority's (FLRA) amendment to the Certification of Representation dated 11/30/98, as follows:

Included: All professional scientists, engineers and mathematicians and non-supervisory wage grade and class act employees of NASA Goddard

Space Flight Center, Wallops Flight Facility, Wallops Island, Virginia.

Excluded: All supervisors, Management officials, guards and employees described in 5 USC 7112(b)(2)(3)(4)(6) and (7).

For purposes of clarification it should be noted that since the professional administrative employees have never been included in a representation election, they are also **excluded** from the AFGE bargaining unit.

## **Article 2 Provisions of Law and Regulation**

**SECTION 2.01** In the administration of all matters covered by this Agreement, Management and the Union are governed by existing laws and the current regulations of appropriate authorities, including policies set forth by the Office of Personnel Management (OPM), and by published NASA policies in existence at the time this Agreement is approved; and by subsequently published NASA and Center policies required by law or by the regulations of appropriate authorities, to include Section 2302 of Title 5 USC - Prohibited Personnel Practices.

**SECTION 2.02** Future Government-wide laws or regulations not in conflict with the terms of this Agreement shall apply when the law or regulation becomes effective. When a conflict arises, the parties will meet to satisfy their respective bargaining duties.

## **Article 3 Rights of Employees**

**SECTION 3.01** 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. Such right includes the right:

- a. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
- b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees.

**SECTION 3.02** It is agreed and understood that an employee has the right to communicate with the Union, a Human Resources representative, the Center's Equal Employment Opportunity Counselors or Officer, and supervisory or Management

officials of higher rank than his/her immediate supervisor.

**SECTION 3.03** It is agreed that an employee desiring to visit a Union representative, a Human Resources representative, or any higher Management official, located at Wallops shall request permission of his/her immediate supervisor to do so. It is only necessary for the employee to explain the general nature of the visit. The immediate supervisor will immediately indicate a convenient time for the employee to make the visit that will not unduly disrupt the work schedule. If contact is desired with a particular individual, the immediate supervisor will, upon the employee's request, arrange an appointment with the individual as quickly as practicable.

**SECTION 3.04** It is agreed that an employee has the right to file a grievance or an appeal under appropriate procedures without interference, coercion, or threat of reprisal. An employee acting in an official capacity for Management shall not interfere with or attempt to interfere with the filing of such a grievance or appeal. Neither shall he/she take or threaten to take any reprisal against an employee because he/she has filed or expressed an intention to file a grievance or an appeal under any appropriate procedures.

**SECTION 3.05** Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

#### **Article 4 Rights of Union**

**SECTION 4.01** Management agrees to recognize all officers and authorized representatives of the Union and to deal with them concerning the development and administration of matters affecting conditions of employment of bargaining unit employees. It is further agreed:

- a. A reasonable number of Union representatives shall be established to ensure that each employee within the bargaining unit has reasonable access to a Union representative. Where the Union has discretion in appointing representatives, Management and the Union will work together to mutual satisfaction to ensure that no particular organization will be over burdened.
- b. The term "Union representative" as used in this Agreement shall be interpreted to mean both officers and stewards.
- c. Recognized Union representatives shall be free 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 Union.

- d. No Union 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 Union representative.
- e. The Union will maintain a current, complete list of all elected officers and authorized representatives with Management. Union representational duties will be assigned by the ranking Union officer or Chief Shop Steward.
- f. The organizational components represented will be established and listed in such a way that every bargaining unit employee is represented and the representative for a particular employee can be readily identified.
- g. The Union agrees that each Union representative will make every effort to restrict his/her Union representation to the specific work area, office, directorate, or organizational component in which he/she is authorized by the Union to act on its behalf. It is further agreed that generally such representation will be by a steward with the employee's first-line supervisor before the Chief Steward or Ranking Union Official becomes involved. It is agreed and understood that representatives will make maximum use of the telephone to conduct authorized Union business outside their immediate work area.
- h. Management recognizes that the Union will make an effort to determine the validity of alleged complaints and grievances prior to their processing.
- i. The Union agrees not to solicit complaints and grievances.

**SECTION 4.02** The Union has a right to be represented at formal discussions between Management and employees or employee representatives concerning individual employee grievances, personnel policies and practices or other matters affecting general working conditions of the employees in the bargaining unit. This right to be present does not extend to discussions of personal problems between an employee and a supervisory official when the employee does not desire the presence of a Union representative. However, if such discussions result in a decision on personnel policies or other matters that Management is obligated to discuss or negotiate with the Union, such decision will not be implemented until this obligation is discharged and will not conflict with existing agreements with the Union.

**SECTION 4.03** Officers and representatives of the Union may use desk and telephone facilities normally assigned for their use incidental to their official duties to make calls in fulfilling their obligation to represent bargaining unit employees.

**SECTION 4.04** Representatives, with approval from their immediate supervisors, may go outside their work areas when necessary to bring about the prompt and

expeditious disposition of a grievance or complaint. When a representative desires to contact an employee in another work area to discuss a grievance or complaint the representative first will contact the immediate supervisor in that particular area and state the purpose of the visit and establish a time the employee will be available for discussion.

**SECTION 4.05** When a Union representative is required to represent a bargaining unit employee(s) at a meeting or grievance presentation at Greenbelt, Maryland, the representative will be provided travel to include transportation, per diem, and overtime in accordance with applicable laws and regulations.

**SECTION 4.06** The Union shall be granted up to sixty (60) hours of official time per pay period to perform representational functions on behalf of bargaining unit employees, which may also occur in the Union office, as authorized by the CSRA and the provisions of this Agreement. It is understood that no individual Union representative will be granted more than forty (40) hours of official time per pay period for representational purposes. The activities for which official time is authorized shall include attending labor-management meetings; preparing for and negotiating a collective bargaining agreement; legislative lobbying on matters pertaining to conditions of employment of bargaining unit employees; preparing comments on new or revised Center personnel policies; conferring with bargaining unit employees on matters directly related to the administration of this Agreement; and assisting bargaining unit employees on complaints and grievances within the bargaining unit. Requests for additional official time are to be submitted to the Labor Relations Officer for approval and will be considered on a case-by-case basis.

**SECTION 4.07** To perform activities specified in Section 4.06 of this Article, it is agreed that Union representatives shall be authorized to leave their work areas upon supervisory approval. The Union representative must inform his/her supervisor of the estimated time needed for the representational activity. Requests for official time shall not be denied for other than valid reasons. If a request is denied, the Union representative will submit the request in writing to the supervisor who will respond in writing. The supervisor's response will include reasons for denial and the first available time the Union representative can be excused.

The Union agrees that its representatives shall conduct their business with dispatch and shall use only the amount of official time that is necessary in light of the business to be transacted. The Union representative shall inform the supervisor when he/she returns to his/her assigned duties. If the supervisor of the Union representative believes that said representative's performance of Union assignments is interfering with his/her official duties, the matter shall be discussed between the supervisor and the Union representative.

**SECTION 4.08** Union representatives may be excused from duty to receive training relating to matters of mutual concern to Management and the Union. Requests for use of this excused absence requires approval of the Labor Relations Officer on a case by case basis. The request must be in writing and include an

explanation of the way the employee's participation in the training will mutually benefit Management and the Union. It is further agreed that the period of excused leave for such training shall not exceed a total of sixty-four (64) hours per calendar year for the Union.

**SECTION 4.09** Management recognizes that employees in the bargaining unit may be elected or appointed as Delegates to a Union convention or other such function which necessitates an absence from the Center. In this regard, Management will consider approval of annual leave or leave without pay upon an employee's request.

**SECTION 4.10** Employees accepting a full-time position as a Union representative shall be granted leave without pay normally not to exceed one (1) year per request.

**SECTION 4.11** It is agreed that activities concerned with internal management of the Union such as solicitation of members, collection of dues, membership meetings, campaigning for Union office or the circulation among bargaining unit employees of petitions to Congress concerning pending legislation when AFGE Local 2755 is clearly identified on the petition will not be conducted during the working hours of the employees concerned. Union business may be conducted on the Center's premises during employees' lunch periods, while on annual leave or leave without pay, and before or after the employees' duty hours.

**SECTION 4.12** The Union will give advance notice to the Labor Relations Officer when local and national representatives of AFGE visit the Facility, to participate in representational functions with Management. The Union will make necessary arrangements allowing access to the Facility by the AFGE representative. Such visits shall be subject to applicable security regulations and policy.

## **Article 5 Rights of Management**

**SECTION 5.01** Subject to b.5. below, nothing in this Agreement shall affect the authority of any Management official:

- a. to determine the mission, budget, organization, number of employees and internal security practices of the Center; and
- b. in accordance with applicable laws -
  1. to hire, assign, direct, layoff, and retain employees at the Center or to suspend, remove, reduce in grade and pay, or take other disciplinary action against such employees;
  2. to assign work, to make determinations with respect to



contracting out, and to determine the personnel by which Center operations shall be conducted;

3. with respect to filling positions, to make selections for appointments from -
    - (a) among properly ranked and certified candidates for promotion; or
    - (b) any other appropriate source;
  4. to take whatever actions may be necessary to carry out the Center's mission during emergencies; and
  5. at the election of the agency, to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- c. Nothing in this Section shall preclude the parties from negotiating:
1. procedures which Management officials will observe in exercising any authority under this Section; or
  2. appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such Management officials.

**SECTION 5.02** The procedures used in the exercise of Management's retained rights shall be subject to appeal and grievance procedures where prescribed by laws, regulations, and this Agreement.

**SECTION 5.03** In the exercise of the rights set forth under Section 5.01 of this Article, it is recognized by both parties that Management may hold private, informal discussions with individual employees in the bargaining unit subject to the provisions of this Agreement.

**SECTION 5.04** Management agrees to provide the Union with an advance copy of proposed local regulations implementing or revising personnel policies and procedures applicable to employees in the bargaining unit which are negotiable and to negotiate with the Union provided the Union notifies Management of its desire to negotiate within five (5) working days of its receipt of the proposed regulations, and submits specific proposals within an additional ten (10) work days. If the Union does not make itself available for conducting negotiations not later than thirty (30) calendar days after presenting proposals, Management may implement its proposed regulations with no further obligation to the Union.

**SECTION 5.05** Management acknowledges that each manager and supervisor will be responsible for observing and implementing, as applicable, all provisions of this Agreement.

## **Article 6 Basic Workweek and Hours of Duty**

**SECTION 6.01** Bargaining unit employees generally have two work schedule options: Flexible Work Schedule (FWS) also known as Flexitour, and Expanded Flexible Work Schedule (EFWS). It is understood that supervisors have the right to require employees to be on duty to perform work and attend meetings as necessary to carry out operational commitments, therefore nothing in this Article gives the employee the right to refuse to perform work when directed to do so in order to accomplish the Facility's mission.

Management agrees that employees in the bargaining unit will be notified of changes in daily work hours as far in advance as possible when necessary to change work loads or to meet operational commitments or mission requirements. Management also agrees that an employee's FWS will not be changed to perform work that could reasonably be performed without such change.

**SECTION 6.02** The FWS consists of two 40 hour workweeks and five 8 hour days.

- a. The 40-hour FWS at Wallops will be 8 hours per day Monday through Friday to be worked between the hours of 6:00 a.m. and 6:00 p.m. Core hours will be 9:00 a.m. to 3:00 p.m. with a minimum of 1/2 hour, and no more than 1 hour, duty free lunch period between the hours of 11:00 a.m. and 1:00 p.m. Each employee desiring to schedule hours under this flexible program must have his/her schedule approved in advance by the immediate supervisor in accordance with b. below.
- b. Bargaining unit employees are responsible for establishing, with supervisory approval, an FWS which includes, in 15-minute increments:
  1. the time of arrival between the hours of 6:00 a.m. and 9:00 a.m.;
  2. the time of lunch between the hours of 11:00 a.m. and 1:00 p.m.; and
  3. the time of departure between the hours of 3:00 p.m. and 6:00 p.m.

- c. Employees will request the particular FWS they desire in writing and supervisors will approve or deny the request in writing with the reason(s) for the denial. Supervisors will approve their employees' FWS in a manner that assures operational efficiency. The employee's request will not be unreasonably denied. Occasional changes to a daily work schedule requested in advance by an employee to meet personal needs may be both requested and approved orally. Such changes shall not compromise operational efficiency and shall require observance of the core hours. Similarly, a supervisor may need to occasionally require an employee to vary the established work schedule for a meeting or other mission requirement. In such instances, the employee will be given as much advance notice as possible of the change in work schedule.

**SECTION 6.03 Expanded Flexible Work Schedule (EFWS)** - Upon employee request and supervisory approval, bargaining unit employees may work an EFWS as follows:

- a. Each pay period consists of 80 hours for full-time employees established Monday through Friday to be worked between the hours of 6:00 a.m. and 6:00 p.m. Work schedules will include a daily core period of 9:00 a.m. to 3:00 p.m. and include a non-work lunch period of 30-60 minutes between 11:00 a.m. and 1:00 p.m.
- b. An Expanded Flexible Work Schedule (EFWS) is an alternative work schedule that provides employees flexibility to establish a work schedule within the following parameters:
  - 1. 80 hours per pay period, a minimum of 32 hours per week and a maximum of 48 hours per week;
  - 2. core time is 9:00 a.m. to 3:00 p.m. including a minimum of 30 minutes and a maximum of 60 minutes for a non-work lunch period;
  - 3. flexible time bands are 6:00 a.m. to 9:00 a.m.; and 3:00 p.m. to 6:00 p.m.;
  - 4. a minimum of nine core periods per pay period; and
  - 5. the regularly scheduled workday is a minimum of 5-1/2 hours and a maximum of ten hours excluding lunch.
- c. An employee desiring an EFWS must submit his/her requested work schedule to the supervisor for approval. This work schedule should include daily arrival and departure times and the total hours to be worked for each day of the pay period. The supervisor will consider

the needs of the organization and will approve the employee's work schedule in a manner that assures operational efficiency and in consideration of requests from other employees.

- d. Although this established work schedule is intended to be the employee's regular work schedule, variations may be requested if necessary. By exception, occasional changes to daily work schedules requested in advance by an employee to meet personal needs may be both requested and approved orally. Similarly, a supervisor may need to occasionally require an employee to vary the established work schedule for a meeting or other mission requirement. In such instances, the employee will be given as much advance notice as possible of the change in work schedule.
- e. Employees shall be compensated by a schedule adjustment if required to work through the minimum 1/2 hour lunch period.
- f. Employees may not work during the established lunch period in order to shorten the workday.

**SECTION 6.04** Management agrees that, in applicable work situations, immediately prior to lunch and at the end of a shift, adequate time shall be allowed for the purpose of personal cleanup. At the end of the shift, adequate time shall be allowed for stowage of personal or Government-owned property. Nothing herein shall be construed as allowing an employee to leave his/her assigned work area until the lunch period commences or the shift ends.

**SECTION 6.05 First Forty Hours Tour of Duty** - Management and the Union agree that there may be unforeseeable circumstances which could impact the work requirement; and that certain projects require the performance of work that is dependent on certain meteorological, astronomical, or physical conditions that cannot be predicted in advance. Such circumstances would make it impracticable to schedule regular definite hours of duty for each workday of an administrative workweek. In these circumstances, Management will assign employees to a first 40 hours tour in which the first 40 hours worked within six consecutive days becomes the basic workweek.

- a. Normally the six consecutive days of a first 40 hours tour will be Monday through Saturday. Employees assigned a first 40 hours tour of duty will not be scheduled to work on Sunday except in emergency situations or where mission requirements dictate in which case every effort will be made to schedule 40 hours in addition to the work performed on Sunday.
- b. A first 40 hours tour of duty will be scheduled for a minimum of one workweek and no longer than the anticipated life of the project(s)

requiring its establishment.

- c. Employees in the bargaining unit shall be provided written notification of changes in their workweek at least three calendar days in advance of the start of the administrative workweek. However, the Union and Management recognize that instability in operational commitments may preclude the three-day notification requirement as stated above.
- d. Management is willing to consider qualified volunteers to the extent practicable when selecting employees for assignments to other than normal workweeks.
- e. Employees will be taken off the first 40 hours tour of duty when:
  - 1. Management knows that the named project(s) is completed or cancelled, and
  - 2. Management knows that the project(s) is postponed or otherwise not scheduled for a period of two administrative workweeks (Sunday through Saturday).

**SECTION 6.06** Management will make every effort to limit hours worked to the employee's normal work schedule. However, should work requirements necessitate overtime, the following duty time limits shall apply:

- a. a maximum of 16 hours per work period;
- b. a maximum of 72 hours per seven-day period;
- c. a maximum of 13 consecutive days; and
- d. a minimum of 8 hours of off-duty break between work periods, exclusive of work duties and transportation time to and from work areas.

Occasionally, critical mission requirements may necessitate exceptions to these duty-time limits. Waivers to these limits must be implemented using established policy.

Management and the employee have a shared responsibility to ensure that the duty time limits are not exceeded.

Employees will notify the responsible manager when they feel their physical condition would adversely affect their ability to safely perform assigned duties.

## **Article 7 Overtime**

**SECTION 7.01** Management agrees that overtime which is officially ordered or approved, or which is suffered or permitted to be worked by an employee shall be compensated for in accordance with current regulations and Title 5 Code of Federal Regulations (CFR) 550.111C. While it is the intent of Center Management to provide compensation for all overtime worked, it is also its responsibility to determine the need for overtime work and to assure that employees only work overtime when there is a need. The Union agrees to support Management in this responsibility by encouraging employees not to extend their regular tours of duty by working before or after shifts or during lunch periods without the knowledge and approval of their supervisors.

**SECTION 7.02** Management agrees that overtime work will be distributed fairly and equitably among all employees within an organizational element as far as the character of the work and the qualifications of the employee will permit. Employees assigned to work overtime must be qualified to perform the overtime work in an efficient and expeditious manner.

**SECTION 7.03** When overtime work to be performed is of a general nature and can be effectively accomplished by any of a number of employees in an organizational segment, the supervisor will solicit volunteers to perform the overtime.

**SECTION 7.04** If an employee assigned overtime requests to be relieved, the supervisor will decide whether the employee may be relieved based on the facts in the case, taking into consideration the reason for the request, the specialized nature of the work, and the availability of a qualified replacement.

**SECTION 7.05** Management shall notify affected employees of the requirements for all overtime work promptly after establishing firm overtime requirements. Every reasonable effort will be made to provide this notice at least twenty-four (24) hours prior to the requirement or by the close of business on Thursday when the overtime assignments involve Saturday or Sunday. This Section does not apply to mission support operations or emergencies requiring immediate action outside and/or beyond regular shifts when employees must be kept on duty on an overtime basis to accomplish the requirements.

**SECTION 7.06** Any employee called back to work after his/her regular shift hours shall be promptly excused upon completion of the job which he/she was called in to perform. The employee shall be compensated for a minimum of two (2) hours for each call back.

**SECTION 7.07** During overtime assignments which extend more than two (2) hours beyond the normal eight (8) hour day or AWS schedule, employees so assigned

may be scheduled twenty (20) minutes to eat on the job while continuing to work.

**SECTION 7.08** During overtime assignments where regular shifts are extended more than two (2) hours or where other overtime assignments exceed four (4) hours, an employee shall be dispatched by Management to obtain food for his/her fellow employees, if they so desire.

**SECTION 7.09** Management will maintain an overtime roster and record within each organizational unit showing the amount of overtime worked by each employee, sufficient to assure that each employee receives substantially the same consideration. Overtime shall not be assigned to employees as a reward or penalty. Any complaint or disagreement on the distribution of overtime shall be processed in accordance with the Negotiated Grievance Procedure (Article 16 of the Agreement).

**SECTION 7.10** Overtime for all bargaining unit employees will be assigned in one-half (1/2) hour multiples.

**SECTION 7.11** Employees shall not 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 that is not essential to meet an emergency or workload commitment.

**SECTION 7.12** If the employee is unable to arrange other transportation, at the employee's request, government transportation will be provided to transport employees from their duty station to their place of residence when work must continue after the close of the workday and could not be predicted. Use of Government vehicles will be in accordance with Agency policy.

## **Article 8 Hazard Pay Differential**

**SECTION 8.01** Employees are entitled to a pay differential for performing work involving unusual physical hardship or hazard as provided in OPM and Agency regulations in accordance with the schedule published in Title 5 CFR, Part 550, Subpart I, Appendix A. However, hazard pay differential may not be paid to an employee when:

- a. the hazardous duty has been taken into account in the classification of his/her position; or
- b. when adequate safeguards, safety precautions, protective devices or procedures exist so that the degree of risk has been reduced to a negligible level.

**SECTION 8.02** If the employee disagrees with the determination of Section 8.01 above, and where pay differential is the issue, the employee may follow the grievance

and arbitration procedures outlined in Articles 16 and 17 of this Agreement

## **Article 9 Annual Leave**

**SECTION 9.01** Employees shall earn annual leave in accordance with applicable laws and regulations. Requests for annual leave may be granted when the employee has given the immediate supervisor reasonable notice, subject to consideration of workload and mission requirements.

**SECTION 9.02** Annual leave will be charged in 1/2-hour increments.

**SECTION 9.03** Supervisors have an obligation to respond to requests for annual leave within a reasonable length of time. Requests for annual leave will be on Standard Form (SF) 71, "Application for Leave", or appropriately documented using any electronic system the Center adopts. When a request for annual leave has been denied or rescinded, the supervisor will provide the employee with the reason(s) for the denial in writing. Previously approved leave cannot be rescinded for other than operational commitments or mission requirements.

**SECTION 9.04** Where practicable, Management will grant the use of annual leave as requested by the employee. When a supervisor has conflicting requests for leave submitted within the same pay period from several employees, the supervisor will consider the date of the leave request, seniority, use or lose leave balances, workload, equity, or the creation of an unfair situation for other employees or an unworkable arrangement in determining leave approval. Nothing in this Section is intended to cause a supervisor to rescind previously approved leave.

**SECTION 9.05** When unforeseen circumstances or emergencies arise requiring the use of annual leave, approval of annual leave may not be presumed by the employee. The employee must contact his/her supervisor or the supervisor's designee either in person or by phone as early as possible to obtain approval for the use of annual leave.

**SECTION 9.06** Every effort will be made to permit employees to observe religious holidays. A request to take leave or to work compensatory overtime for the purpose of taking time off without charge to leave when personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek will be considered on a case-by-case basis.

**SECTION 9.07** Supervisors are responsible for working with employees in planning and scheduling annual leave on a year-round basis to provide for vacation period(s) and to enable scheduling of leave that employees might otherwise forfeit. Supervisors shall advise employees with leave to be used or forfeited of the need for submitting his/her written request for leave so the leave may be scheduled before the start of the third bi-weekly pay period at the end of the leave year. If the employee



does not request leave or does not use the leave that was approved, any resulting forfeiture shall be considered to be by the employee's choice.

Scheduled annual leave that the employee is unable to use due to sickness or a work situation determined to be an exigency of the public business, shall be restored in a separate leave account as provided in applicable regulations. Scheduled annual leave that otherwise would be forfeited by an employee cannot be canceled unless that leave can be rescheduled prior to the end of the leave year or an exigency approved.

## **Article 10 Sick Leave**

**SECTION 10.01** Management and the Union recognize the value of sick leave and the importance to each employee of conserving it to the maximum extent possible as a means of assuring continuity of income during periods of illness and incapacitation for duty. In furtherance of that objective, the Union agrees to assist Management by emphasizing the importance to each employee in the bargaining unit of conserving his/her sick leave.

**SECTION 10.02** Sick leave shall be charged in multiples of one-half hour.

**SECTION 10.03** Except as hereinafter provided, an employee shall not be required to furnish a medical certificate unless his/her absence exceeds three (3) workdays. In no event shall the employee be required to elaborate in the remarks column of Standard Form 71, when the attending physician has made entries in relation to the illness in the remarks column under the sick leave section. It is agreed and understood that Management has the right to require that an employee furnish a medical certificate for each absence which he/she claims was due to incapacitation for duty on the following basis:

- a. There is a discernible pattern of sick leave absence on Monday and/or Friday or there is other reasonable evidence that the employee has abused sick leave privileges within the previous six (6) month period;
- b. the supervisor has counseled the employee in respect to the use of his/her sick leave, a record of such counseling is on file, and the employee's record subsequent to the counseling does not indicate improvement; and
- c. the employee has been given a written notice by the supervisor that he/she must furnish a medical certificate for each sick leave absence.

**SECTION 10.04** The written notice (referred to above) issued to employees within the bargaining unit will terminate six (6) months after the date issued. If it becomes evident that the employee is again abusing his/her sick leave privileges, then another

written notice may be issued or other appropriate disciplinary action taken.

**SECTION 10.05** Employees who are sent home sick by the Center's Health Unit shall not be required to furnish a medical certificate to substantiate such absence unless it exceeds three (3) subsequent workdays. In cases where an employee is required to submit a medical certificate for each absence which is claimed is due to illness in accordance with Section 10.03 above, such certificate will be furnished for periods of absence subsequent to the day he/she is sent home from the Center.

**SECTION 10.06** If an employee is injured on the job, he/she shall not be required to use either his/her sick or annual leave for the time he/she is incapacitated for duty. Instead, he/she may be granted continuation of pay or compensation from the Office of Worker's Compensation Programs (OWCP).

**SECTION 10.07** The sick leave records of all bargaining unit employees shall be treated in confidence. No official sick leave records shall be maintained by anyone other than the time and attendance clerk and the Financial Management Division. These records shall be made available to supervisors of the employee and officials that review these records for official purposes, but only to any other individual upon the written request of the employee. In no event shall Management allow anyone, other than the above, to review the employee's sick leave records without a valid court order or the employee's consent. All sick leave records shall be kept in a manner to ensure the confidentiality of these records. The IBM listing of earnings, deductions and leave statement distributed by Guard Mail is recognized by both parties as meeting the requirements for confidentiality described above.

**SECTION 10.08** Under the Family and Medical Leave Act of 1993, employees are entitled to up to twelve (12) workweeks of unpaid leave during any twelve (12) month period for the following purposes:

- a. birth of a child and care thereof;
- b. placement of a son or daughter with the employee for adoption or foster care;
- c. care of an employee's spouse, son, daughter, or parent with a serious health condition; or
- d. a serious health condition of the employee that makes the employee unable to perform the essential functions of his/her position.

It is understood that annual or sick leave may be substituted for unpaid leave as appropriate.

## **Article 11 Competitive Promotions and Internal Placement**

**SECTION 11.01** Management will utilize, to the maximum extent possible, the skills and talents of its employees. In filling vacant positions, consideration will be given to all employees of the GSFC. It is further agreed that the selection of employees to fill vacant positions will be in accordance with the NASA Competitive Placement Plan (CPP) and the OPM instructions in the Code of Federal Regulations, Part 335.

**SECTION 11.02** Positions announced under competitive placement procedures will be advertised and processed in accordance with the NASA Competitive Placement Plan and this Article. Such announcements will be advertised electronically for a period of not less than six (6) workdays. The announcement will provide the organizational location, series and grade of the position and will state where a duty statement and statement of qualification requirements can be read.

**SECTION 11.03** Reassignments to positions with increased promotion potential, temporary promotions for periods in excess of 120 days, details to higher-grade positions for more than 120 days as well as the selection of employees for training required for promotion will be accomplished through the CPP.

Employees assigned to higher level duties at remote sites will normally be temporarily promoted at the beginning of the assignment when the assignment is expected to be for at least thirty (30) days but no more than 120 days.

Temporary promotions, where practicable, will be rotated among qualified employees.

**SECTION 11.04** Employees are responsible for submitting a complete application package, to include qualifications, any special training and/or educational achievements when applying for an advertised vacancy. This application package is to be received in the Office of Human Resources by the closing date of the vacancy announcement. Information regarding this responsibility will be included in the vacancy announcement.

**SECTION 11.05** All qualified bargaining unit candidates interviewed for a vacancy and not selected will be notified within five (5) workdays after the selection is made. When candidates have been interviewed for a specific vacancy and the vacancy is not filled within thirty (30) days, all bargaining unit candidates involved will be notified of the status of the vacancy. It is agreed that when an employee cannot report as scheduled for an interview in connection with promotion because of an emergency or compelling reasons such as sick leave, the interview will be rescheduled.

**SECTION 11.06** The minimum area of consideration for positions advertised through the CPP in the bargaining unit will be GSFC-wide.

**SECTION 11.07** Selection for promotion to a position within the bargaining unit

shall be from among the best qualified persons available without discrimination for any reason such as age, race, sex, color, religion, national origin, lawful political affiliation, physical or mental handicap, marital status, Union activity, or other discriminatory factors.

**SECTION 11.08** Upon specific request to the Office of Human Resources, any employee considered for a vacancy will be furnished the name of the individual selected, and the following information:

- a. whether the employee was found to be qualified on the basis of the minimum standards;
- b. whether the employee's name was on the list from which selection to fill the position was made; and
- c. in what areas, if any, the employee should improve in order to increase the chance for future selection for advancement.

**SECTION 11.09** Management will consider requests for reassignment, transfer, or demotion. These requests will be in writing and a written response will be returned to the employee within thirty (30) calendar days of Management's receipt of the request. If the request is denied, the response will include Management's reason for the denial.

**SECTION 11.10** Bargaining unit employees who have been demoted in NASA without personal cause or who are in grade retention status are entitled to special consideration for repromotion or reassignment prior to use of the competitive procedures of the NASA Competitive Placement Plan. This applies to positions at the employee's former grade or retained grade or any intervening grades that are to be filled under the competitive procedures of the Plan. The right to special consideration does not apply to any position with a projected promotion potential higher than the retained grade or the grade held at the time the change to lower grade was affected. This consideration is to be given at the NASA installation where the employee is currently employed. The entitlement to special consideration will begin as of the effective date of the action on which the eligibility is based and will continue for a two (2)-year period, unless the employee declines a reasonable offer of a position. When an employee, considered under this provision but not selected for the promotion, is certified (under competitive placement procedures) to the selecting official as one of the best qualified for the same position, the selecting official must either select the employee or provide a written statement of the reasons for nonselection. This written statement will become a part of the promotion action record. Management agrees that the reasons for nonselection must be pertinent to the employee's ability to perform the duties of the vacant position.

## **Article 12 Classification of Positions and Job Descriptions**

**SECTION 12.01** A position description is a statement of duties and responsibilities comprising the work assigned to an employee. When an action is proposed to modify the position description of a bargaining unit employee to the extent that it may adversely affect the employee, the immediate supervisor or appropriate Management official will discuss the proposed change with the employee. The employee may request to be represented by a Union representative.

**SECTION 12.02** Any employee within the bargaining unit who believes his/her position is improperly classified may discuss the issue with the immediate supervisor. The employee may request a Union representative to be present. The supervisor will take appropriate action to assure:

- a. the correct position classification, and
- b. the employee's understanding of the classification process as it affects his/her position. If the employee still feels the position is improperly classified, he/she will be advised of the right to file a classification appeal.

**SECTION 12.03** Employees will be provided with a current and accurate copy of their position description, including any amendments.

**SECTION 12.04** Management agrees to make available to the employee and his/her Union representative upon request, the OPM Classification Standard used in determining the classification of the position or job of the employee.

**SECTION 12.05** Each position/job description shall adequately describe the duties of the employee.

**SECTION 12.06** Positions with duties, responsibilities and qualifications that are the same will be classified the same.

## **Article 13 Contracting Out of Bargaining Unit Work**

**SECTION 13.01** It is understood that Management has the right to make determinations with respect to the contracting out of work and to determine the personnel by which the WFF operations are conducted to accomplish the mission of the Center. All contracting out decisions will be made in conformance with applicable laws and regulations or the Office of Management and Budget Circular A-76, as appropriate.

**SECTION 13.02** Management will notify the Union when contracting out decisions are made which will adversely affect employees in the bargaining unit. Management will meet with the Union for the purpose of discussing issues and concerns and/or considering the Union's suggestions on appropriate arrangements for employees

adversely affected by Management's contracting out decision.

**SECTION 13.03** Upon the Union's request and in conformance with 5 USC 7114(b)(4), Management will provide information relative to the contracting out decisions, as appropriate.

**SECTION 13.04** Management will provide the Union advance written notice and the opportunity for one (1) Union representative to be present at sites with bargaining unit employees as a silent observer during a walk-through of work sites by prospective bidders.

## **Article 14 Discipline**

**SECTION 14.01** A disciplinary action for purposes of this Article is a written reprimand or a suspension for fourteen (14) calendar days or less. All formal disciplinary actions will be for just and sufficient cause. An employee will not be penalized out of proportion to the character and circumstances of the offense.

**SECTION 14.02** An employee against whom a suspension of fourteen (14) calendar days or less is proposed will be given advance written notice. The notice will give specific reasons for the proposed suspension and inform the employee of his/her right to review the material relied on to support the reasons for the action. The notice will also state the employee's right to representation by an attorney or other representative and his/her right to respond orally and in writing within five (5) working days. Management will consider the employee's response in making the final decision. The decision letter will state the employee's right to grieve the suspension under provisions of the Negotiated Grievance Procedure (Article 16 of this Agreement).

**SECTION 14.03** A written reprimand or suspension of fourteen (14) calendar days or less may be grieved under the Negotiated Grievance Procedure beginning at Step 2.

**SECTION 14.04** The Union may have a representative present at any examination of a bargaining unit employee by a Management representative in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against him/her and he/she requests Union representation. The employee has the right to refuse to give a written statement.

**SECTION 14.05** Copies of the notice of proposed action, the answer of the employee if written, a summary thereof if made orally, the notice of decision and reasons therefor, and any order effecting the suspension, together with any supporting material shall be furnished to the employee upon request.

## **Article 15 Adverse Actions**

**SECTION 15.01** An adverse action for purposes of this Article is a removal, a suspension for more than fourteen (14) days, a reduction in grade or pay or a furlough of thirty (30) days or less. Adverse actions shall be taken against bargaining unit employees only for such cause as will promote the efficiency of the service.

**SECTION 15.02** A bargaining unit employee against whom an adverse action is proposed will be given advance written notice in accordance with OPM regulations in effect at the time the proposal is made.

**SECTION 15.03** The employee against whom an adverse action is proposed will be notified of his/her right to be represented by an attorney or other representative and to respond orally and in writing within ten (10) working days.

**SECTION 15.04** Adverse actions as defined in Section 15.01 above may be grieved through the Negotiated Grievance Procedure at Step 3.

**SECTION 15.05** Employees will be advised as a part of the decision notice of the appeals system available to them including statutory appeals procedures and those provided by this Agreement as appropriate.

**SECTION 15.06** The Union may have a representative present at any examination of a bargaining unit employee by a Management representative in connection with an investigation if the employee reasonably believes that the examination may result in an adverse action against him/her and he/she requests Union representation. The employee has the right to refuse to give a written statement.

**SECTION 15.07** Copies of the notice of proposed action, the answer of the employee if written, a summary thereof if made orally, the notice of decision and reasons therefor, and any order effecting the action, together with any supporting material shall be furnished to the employee upon request.

**SECTION 15.08** Management agrees to immediately notify the Ranking Union Official of all adverse actions against bargaining unit employees. This information will be in accordance with the Privacy Act and will not include the name of the employee or the basis for the action.

## **Article 16 Negotiated Grievance Procedure**

**SECTION 16.01** The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of bargaining unit employee grievances.

**SECTION 16.02** Except as excluded in Section 16.03, a grievance for purposes of

this Article is any complaint :

- a. by an employee concerning any matter relating to his/her employment;
- b. by the Union concerning any matter relating to the employment of any employee; or
- c. by any employee, the Union, or Management concerning:
  1. the effect or interpretation or a claim of breach of this Agreement, or
  2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**SECTION 16.03** Matters excluded from the coverage of this grievance procedure are:

- a. any claimed violation relating to prohibited political activities;
- b. retirement, life insurance or health insurance;
- c. a suspension or removal for reasons relating to national security;
- d. any examination, certification or appointment;
- e. the classification of any position which does not result in the reduction in grade or pay of an employee;
- f. complaints of discrimination because of race, color, religion, sex, age, national origin, or handicapping condition;
- g. non-adoption of a suggestion except where the identical suggestion of another employee is adopted within two years, disapproval of a quality increase, performance award, or other kind of honorary or discretionary award; and/or
- h. any matter relating to reduction in force.

**SECTION 16.04** Any dispute that cannot be resolved by the parties as to whether a matter is within the coverage of this Negotiated Grievance Procedure or is subject to arbitration shall be submitted to arbitration. The parties will select an arbitrator in accordance with provisions in Article 17 of this Agreement.

**SECTION 16.05** Bargaining unit employees presenting grievances may elect to be represented by the Union or to represent themselves in processing the grievance through the steps provided by this Article. In the event an employee presents a



grievance without representation by the Union, the Union will be given the opportunity to be present at any formal meetings held in processing and adjusting the grievance. Only the Union or Management may submit a grievance to arbitration.

**SECTION 16.06** A group of employees with a common complaint may present a grievance under the provisions of this Article. One person should be identified by the group as its representative in order to expedite the processing of the grievance. The decision will be binding on all of the grievants.

**SECTION 16.07** Every effort will be made by Management and the grievant to settle the grievance at the lowest possible level. Failure of Management to observe the time limits shall entitle the aggrieved to advance the grievance to the next step. Failure of the grievant to proceed with a grievance within any of the time limits specified in this Article shall render the grievance void or settled on the basis of the last decision given by Management. Time limits may be extended by mutual agreement to provide for unusual cases.

**SECTION 16.08** The following procedure shall apply in processing grievances covered by this Article:

**Step 1** - A grievance shall first be presented orally by the employee to his/her immediate supervisor or to a designated organizational Management representative within fifteen (15) calendar days of the occurrence that led to the grievance. The employee may be accompanied by his/her Union representative and must make it clear to the supervisor that the matter is of sufficient concern that he/she is initiating a grievance. The Union agrees that it will not normally involve the Ranking Union Official or Chief Steward in a grievance at this level. The supervisor will make whatever investigation he/she deems necessary and give his/her answer within seven (7) workdays of receiving the grievance.

**Step 2** - If the matter is not satisfactorily settled at Step 1, the employee or Union representative may, within seven (7) calendar days of the date of the Step 1 decision, submit the matter in writing to the Director of the directorate to which the employee is assigned with a copy to the Labor Relations Officer. The written grievance must state specifically what the grievance is; the specific corrective action desired; the date of the Step 1 decision and name of the supervisor who rendered the decision; and the name of the employee's representative. The Director of or his/her designee will meet with the employee and/or the Union representative within fifteen (15) calendar days and a written decision will be rendered within ten (10) workdays after the meeting.

**Step 3** - If the grievance is not satisfactorily settled at Step 2, the employee or the Union representative may, within seven (7) calendar days of the date of the Step 2 decision, submit a written request for reconsideration of the Step 2 decision to the Center Director with a copy to the Labor Relations Officer. The

written grievance must state specifically what the grievance is; the specific corrective action desired; the date of the Step 2 decision and the name of the supervisor who rendered the decision; and the name of the employee's representative. The Center Director or his/her designee will meet with the employee and/or the Union representative within fifteen (15) calendar days and a written decision will be rendered within fifteen (15) calendar days after the meeting.

If the grievance is not satisfactorily settled at Step 3, the Union may refer the matter to arbitration in accordance with Article 17 of this Agreement.

**SECTION 16.09** The Union or Management may initiate a grievance which has bargaining unit-wide impact and is within the scope of this grievance procedure. Such grievances may not be filed to resolve individual complaints. Complaints concerning individual actions must be personally grieved by the

injured party under Section 16.08 of this Article. The Union or Management will use the following steps to process a grievance.

**Step 1** - Within 15 calendar days after the occurrence which led to the grievance or of first knowledge of the matter if a continuing practice or condition, the aggrieved party shall request a meeting of the Labor-Management Committee. The Committee shall meet within seven (7) calendar days of receipt of the request and attempt to resolve the grievance. The aggrieved party shall be given a written answer within ten (10) calendar days after the meeting.

**Step 2** - Should the Committee fail to settle the matter the Union may submit the grievance in writing to the Center Director with a copy to the Labor Relations Officer within seven (7) calendar days of receiving the above decision. The Center Director or his/her designee shall make whatever investigation he/she deems necessary and a written decision will be rendered within twenty (20) calendar days of receipt of the Step 2 grievance. If the Union is not satisfied with the Step 2 decision, it may submit the matter to arbitration in accordance with Article 17 of this Agreement. If the original grievance was raised by Management and not satisfactorily settled at Step 1, Management may submit it to arbitration in accordance with Article 17 of this Agreement.

## **Article 17 Arbitration**

**SECTION 17.01** If Management and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance, upon written request by either Management or the Union within twenty (20) calendar days after

issuance of the final decision may be submitted to arbitration.

**SECTION 17.02** Within five (5) workdays from the date of the request for arbitration, either party shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within ten (10) workdays after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then Management and the Union will each strike one arbitrator's name from the list of seven (7) and will then repeat this procedure until one person remains who shall be the duly selected arbitrator.

**SECTION 17.03** The arbitrator's fee, travel, per diem and other expenses of the arbitration, if any, will be shared equally by the parties. The arbitration hearing will be held, if possible, on Management's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be on official time during their regular duty hours.

**SECTION 17.04** The arbitrator's award will be subject to laws, Office of Personnel Management regulations, and the provisions of Chapter 71 Title 5 USC (CSRA). The arbitrator will not have the authority to add to, or subtract from, to disregard, or to modify any of the terms of this or any other Agreement made by the parties.

**SECTION 17.05** The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

**SECTION 17.06** The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event; (1) either party refuses to participate in the selection of an arbitrator; or (2) upon inaction or undue delay on the part of either party.

**SECTION 17.07** If the parties fail to agree on a joint submission of the issue for arbitration, each party shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

## **Article 18 Labor-Management Committee**

**SECTION 18.01** Management and the Union agree to continue a joint Labor-Management Committee. The Labor Relations Officer and the Ranking Union Official will be permanent members of the committee. The Committee will meet as the need arises. The Committee will give consideration to such matters as the interpretation

and application of this Agreement, regulations, rules, and policies; the prevention of conditions which may cause grievances; conditions of employment; the promotion of good employee-supervisor relationships; the strengthening of morale; and discussion of differences. This Committee constitutes the chief communications vehicle to be used by Management and the Union on all matters appropriate for consultation.

**SECTION 18.02** Where records of meetings are determined necessary by either party, Management will prepare a summary record of such meetings and make a preliminary draft available to the Union for review prior to final preparation. Should a dispute arise concerning the accuracy of the summary record, the final draft will not be prepared until a reasonable effort is made to resolve the issue. Where agreement as to accuracy is not reached, the Union shall be afforded the right to include their contentions or position in the summary record prior to publishing. The final record will be signed by the Labor Relations Officer and Ranking Union Official.

**SECTION 18.03** Either party may request a meeting. The parties will normally submit a list of items to be discussed in advance of the meeting. Each party may have up to six (6) participants based on the topics to be discussed.

**SECTION 18.04** The Center Director will schedule and hold two (2) meetings each calendar year with the two (2) Ranking Union Officials to discuss the general labor relations climate.

## **Article 19 Unfair Labor Practice Procedures**

**SECTION 19.01** Management and the Union recognize that it is in the best interest of both parties to attempt to resolve unfair labor practice allegations before involving a third party. Therefore, the parties agree to make every reasonable effort to resolve the dispute before any unfair labor practice allegation is made before a third party.

**SECTION 19.02** The Union agrees to notify Management in writing of any unfair labor practice allegation at least thirty (30) calendar days prior to filing a charge with the Federal Labor Relations Authority. This written notice will contain the facts as known at that time giving rise to the charge and the provisions of 5 USC 7116 allegedly violated. This written notice must be filed with the Labor Relations Officer.

**SECTION 19.03** During this thirty (30) calendar day period, the Labor-Management Committee will meet in a good faith effort to settle the dispute. If no resolution is possible, the charging party may formally submit its allegations to the FLRA after the expiration of the thirty (30) calendar day period.

## **Article 20 Performance Appraisal**

**SECTION 20.01** The parties agree that work performance for bargaining unit employees will be appraised by the procedures of the Employee Performance Communication System (EPCS) and this Article. Where there is conflict between this Article and the application of NPR 3430.1C, NASA Employee Performance Communication System (EPCS), the provisions within this Article will take precedence. The procedures of the EPCS will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the employee's job. This does not preclude evaluation of employees' performance required under other procedures such as supervisory appraisal in competitive placement actions, training plans, upward mobility actions, etc.

**SECTION 20.02** Performance appraisals under the EPCS will be made annually in writing. The appraisal period will be established by Management. A performance plan for each employee will be established at the beginning of each appraisal period. The minimum duration of an appraisal period is 120 calendar days and generally the maximum duration of an appraisal period is 12 months.

**SECTION 20.03** Definitions:

- a. Job Element - A component of a position which consists of, or is related to, one or more of the officially assigned duties and responsibilities of the position, and which is important during a given appraisal period.
- b. Critical Job Element - A job element that is of sufficient importance that performance below the requirements established for the Needs Improvement rating level requires remedial action and denial of a within-grade increase (WGI), and may be the basis for removal or reducing the grade level of the employee.
- c. Non-critical Job Element – An aspect of individual, team, or organizational performance used in assigning a performance summary rating level. Non-critical elements may include, but are not limited to, objectives, goals, program plans, work plans, and other means of expressing expected performance. Failure on a non-critical element cannot be used as a basis for demotion or removal.
- d. Performance Requirements - The expressed measure of the level of achievement established for the critical job elements of a position or group of positions. Performance requirements/standards are always written for the Meets Expectations rating level and should be expressed in terms of quantity, quality, timeliness, process, product, or other manner of performance.
- e. Performance Plan - An appraisal form which identifies the critical and non-critical job elements for the appraisal period and sets forth performance requirements at the Meets Expectations rating level for those levels.
- f. Progress Review – A documented discussion of the employee's performance and progress in meeting the performance elements and standards. A

progress review does not result in a Rating of Record. At a minimum, one progress review will be held during the appraisal period, generally at mid-point in the period.

- g. Rating of record – The written performance summary rating level assigned at the end of an appraisal period or when required by special circumstances.
- h. Rating official – The individual (usually the immediate supervisor) who is responsible for planning, monitoring, developing, rating, recognizing performance achievements, and initiating corrective action based on poor performance.
- i. Reviewing official – The individual who must review and approve a performance summary rating of Distinguished, Needs Improvement, or Unacceptable.

**SECTION 20.04** Each position will be accurately described in a position description before performance requirements are established.

**SECTION 20.05** The supervising official, in consultation with the employee, will establish a performance plan at the beginning of the appraisal period. The performance plan must include any required performance elements and identify the performance goals and objectives of the employee's organization to which he/she will contribute for the appraisal period. The employee is encouraged to participate in the development of the performance plan. In the case of disagreement, the rating official (immediate supervisor) will make final decisions regarding the content of the performance plan. A copy of the written plan will be provided to the employee.

**SECTION 20.06** Performance Element Rating Levels. The employee's performance rating will be derived from the application of the performance requirements for the critical and non-critical elements of the employee's position. Each element will be assigned one of the following five ratings:

Level 5. Significantly Exceeds Expectations - Performance that consistently exceeds the performance standards to an exceptional degree.

Level 4. Exceeds Expectations - Performance that consistently exceeds the performance standards to a high degree for the element.

Level 3. Meets Expectations – Performance that fully and consistently meets the performance standards for the element.

Level 2. Needs Improvement – Performance that does not fully meet the performance standards for the element.

Level 1. Fails to Meet Expectations - Performance that fails to meet the performance standards for the element.

**Section 20.07** Performance Summary Rating Levels. The employee's overall performance will be assigned one of the following five (5) ratings:

Level 5. Distinguished - All critical and non-critical elements must be rated Significantly Exceeds Expectations.

Level 4. Accomplished – All critical and non-critical elements must be rated Exceeds Expectations or higher.

Level 3. Fully Successful – All critical and non-critical elements must be rated Meets Expectations or higher.

Level 2. Needs Improvement – Any non-critical element is rated Needs Improvement or lower and/or a critical element is rated Needs Improvement.

Level 1. Unacceptable – Any critical element is rated Fails to Meet Expectations.

**SECTION 20.08** Rating Officials shall provide advance notice to employees of the dates and times of formal appraisal meetings.

**SECTION 20.09** Employees will be notified of the names of the officials responsible for supervising and/or assessing their performance and the name of the Rating Official who will issue a summary rating of record.

Employees will be clearly informed of the names of the individuals who have provided performance feedback that was relied upon by the Rating Official when determining the narrative as well as the overall rating. The Rating Official will take into account the length of time of assignment and will factor in his/her knowledge of the employee's performance when determining the narrative and overall rating. In determining the narrative as well as the overall rating, the rating official will take into account the individual's familiarity with the employee's work and the nature of the working relationship.

**SECTION 20.10** When an employee is detailed for ninety (90) calendar days or longer, the permanent supervising official will obtain a brief narrative statement of the employee's performance during that period from the detail supervisor and is responsible for assuring that such assignments are accounted for in the appraisal period.

**SECTION 20.11** When evaluating performance, the rating official will take into consideration the impact of time spent performing other assignments, such as, but not limited to Facilities Operations Manager (FOM) duties, on the job training, administrative functions, and work on ad hoc committees had on the employee's performance. Management, in evaluating the performance of rated elements, will take into account relevant mitigating factors such as, but not limited to, the

availability of resources, availability of training, and the need to complete higher priority assignments. The use of approved leave shall not be a negative factor in an employee's performance rating.

**SECTION 20.12** When an absence of work makes performance unattainable, such fact is to be considered a factor that is beyond the control of the employee. When an employee has not had an opportunity to demonstrate performance under a performance element, the element will be designated "Not Rated." An element designated "Not Rated" will not be factored into the overall rating.

**SECTION 20.13** Time spent on union representational activities shall not be considered a negative factor in evaluating an employee. Frequent, authorized interruptions of an employee union representative's normal work shall be taken into account in an employee's evaluation.

**SECTION 20.14** At the end of the annual rating period, the supervisor's evaluation shall take into consideration factors beyond the control of the employee that may have caused an employee to a) have performance assessed below Fully Successful, or b) be subjected to negative commentary in his or her final appraisal, regardless of rating.

**SECTION 20.15** If during the performance appraisal meeting, an employee disagrees with the performance appraisal rating and/or narrative, s/he should ask the rating official what information was considered. The rating official will provide the employee with the requested information. In response, the employee may present additional information s/he wants the rating official to consider. If the conversation leads the rating official to change the assessment or the narrative, the rating official will revise the narrative and/or assessment to include the additional information that was considered. If the employee disagrees with the rating official's final performance assessment, then s/he may request reconsideration.

**SECTION 20.16** An employee may request reconsideration of the appraisal by so indicating on the performance appraisal form and returning it to the supervising official no later than fifteen (15) calendar days after being given a copy of the appraisal. The supervising official will advise the reviewing official of the request. The reviewing official will arrange to meet with the employee within seven (7) calendar days after receipt of the employee's request for reconsideration. During the meeting, the employee may present oral and any additional written information for the reviewing official's consideration. The employee may be accompanied by his/her steward. A decision will be made by the reviewing official within ten (10) workdays after meeting with the employee. Following reconsideration, the employee may grieve his/her performance appraisal rating in accordance with Step 2 of the Negotiated Grievance Procedure in Article 16 of this Agreement.

**SECTION 20.17** The employee may make written comments in response to any appraisal assessment. A copy of the employee's response shall be placed in the



employee's performance appraisal file.

**SECTION 20.18** When performance is assessed at the Needs Improvement level, the employee will receive assistance in the form of a letter of counseling indicating how s/he may improve to the "Fully Successful" level. If the rating official finds the employee's performance has reached a level above "Needs Improvement" prior to the end of the appraisal period, a final appraisal reflecting the improved performance will be issued.

**SECTION 20.19** When performance is "Unacceptable," written notice will be provided in the form of a Performance Improvement Plan (PIP). Upon issuance of the PIP, the employee will be given at least sixty (60) calendar days to demonstrate performance at or above the "Needs Improvement" level. Upon the employee's request, a meeting will be held with the supervisor within seven (7) calendar days following the issuance of the PIP to gain clarification of the requirements and provide feedback. Appropriate measures will be taken to assure the reasonableness and fairness of the associated PIP. The employee may elect to have a union representative present at this meeting and/or scheduled progress reviews as outlined in the PIP. The unavailability of a union representative will not unduly delay a performance meeting between the employee and supervisor. Generally, performance meetings will not be postponed by more than one (1) workday to accommodate the securing of a union representative. Upon successfully completing a PIP, a final appraisal reflecting such performance will be issued to the employee.

**SECTION 20.20** If the employee's performance improves to an acceptable level and is sustained for one year following the beginning of the PIP period, any entry or other notation of the unacceptable performance for which the action was proposed shall be removed from the Agency record relating to the employee in accordance with 5 CFR 432.

**SECTION 20.21** A decision to grant or withhold a WGI will be based on a performance appraisal or progress review that was made no more than 120 days prior to the decision. The appraisal rating must be Fully Successful or higher to receive a WGI. If the most recent appraisal does not support the decision, there must be a written assessment of performance, based upon the performance plan, setting forth the reasons for granting or withholding the WGI.

**SECTION 20.22** Performance Awards - Employees shall be considered for cash awards, time off awards, and QSI's as follows:

- a. An employee who receives a performance summary rating of Distinguished, Accomplished or Fully Successful is eligible for monetary and non-monetary awards.
- b. Performance awards will be presented to employees within sixty (60) calendar days of receipt of their performance ratings, but in no event later than the end of the fiscal year. Performance awards will be based upon a

percentage of salary determined each year by the Center. Awards may include a combination of cash and time off. To the extent possible, funds budgeted for unit employee monetary awards shall not be diverted to other activities. The monetary value of the combined award will not exceed the designated award percentage for the rating level.

- c. An employee who receives a Needs Improvement or Unacceptable performance rating is not eligible for either a monetary or non-monetary performance award.
- d. To be eligible for a Quality Step Increase (QSI), the employee's overall performance must be rated Distinguished. Upon request, for employees who were issued a Distinguished rating, yet did not receive a QSI, an explanation detailing the reason shall be provided to the employee. QSI's will be effected not later than 120 calendar days from receipt of their performance rating.

**SECTION 20.23** Management agrees that the provisions of this Article will be applied without regard to an employee's race, color, religion, national origin, marital status, sex, age, non-disqualifying handicapping condition, lawful political affiliation, or Union membership.

**SECTION 20.24** The application of the terms described in this Article shall be fair, objective, equitable and consistent with Government-wide law, rule, or regulation and this Agreement.

## **Article 21 Hazardous Weather Conditions**

**SECTION 21.01** When activities of Management are curtailed due to hazardous weather conditions, only those employees considered essential to meet critical mission functions, emergencies in protecting property and maintaining minimum required services such as communications, security, utilities, and safety will be required to report or remain on duty.

**SECTION 21.02** When weather conditions justify curtailing activities during work hours, affected employees will be notified promptly by Management.

**SECTION 21.03** When hazardous weather conditions develop during non-duty hours making it necessary to suspend operations or delay the opening of the Center, administrative leave (up to the number of hours specified) will be granted to all non-emergency employees who, but for the weather conditions, would have otherwise reported for duty. Every effort will be made to have the appropriate announcement broadcast over local radio stations as early as possible.

**SECTION 21.04** Management agrees to continue furnishing adequate protective clothing to employees required to work in adverse or hazardous conditions.

Protective clothing may include, but not be limited to foul weather gear, boots, gloves, coveralls, headgear, masks, etc.

## **Article 22 Employee Assistance**

**SECTION 22.01** Management and the Union recognize that alcoholism and drug abuse are treatable illnesses. Management agrees to publicize its Employee Assistance Program to make employees aware that assistance is available for employees whose work performance is, or may be, adversely affected by such problems as mental health, personal or social adjustment, drinking or drug dependency.

**SECTION 22.02** Any employee who participates in this program will be entitled to all of the rights and benefits provided to other employees who are sick, in addition to specific services and assistance which this program will provide.

**SECTION 22.03** When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining his/her job performance and the supervisor has good reason to believe the performance difficulties may be caused by the employee's drinking, drug abuse or personal problems, he/she will approach the employee on his/her need or desire for professional medical, counseling or advisory services.

**SECTION 22.04** The focus of corrective interviews will be restricted to the issue of job performance. Statements of opinions or judgments on mental health, personal or social adjustment, drinking or drug dependency will be prohibited.

**SECTION 22.05** Management agrees that an employee enrolled in a treatment/rehabilitation program will be allowed the usage of his/her leave already credited and any advance leave allowed under Center policy.

## **Article 23 Training and Employee Utilization**

**SECTION 23.01** The parties agree that training and development of employees are mutually beneficial. The parties agree to encourage employees to pursue self-improvement and training to enhance or maintain technical capabilities and further career development. All training opportunities will be offered to bargaining unit employees without regard to race, religion, sex, age, national origin, or physical disabilities. If the Union becomes aware of a change in training programs that may impact the bargaining unit, it may make recommendations concerning these changes. Management will consider these recommendations and implement any approved recommendations.

**SECTION 23.02** Management agrees to utilize the abilities and skills of all

employees in the bargaining unit. To the maximum extent possible, consistent with applicable regulations, funds, and work requirements, Management agrees to offer the necessary training to employees in the following circumstances:

- a. existing positions require new techniques or skills;
- b. technological changes cause abolishment of some jobs and establishment of others; or
- c. employees' positions are impacted by contracting out.

**SECTION 23.03** When training is given exclusively to prepare individuals for promotion beyond their current full performance level, the recipients of such training shall be selected on a competitive basis in accordance with Article 11 of this Agreement

**SECTION 23.04** Management may agree to fund an employee's job related courses at nearby colleges, universities or other educational institutions consistent with applicable regulations, funds, and workload requirements. The following will also be required:

- a. The courses must provide training which is directly related to the performance of the employee's officially assigned duties or improves individual and organizational performance and assists NASA in achieving its mission and performance goals.
- b. The employee must have had a Request for Training and a Purchase Request approved prior to starting the course. Both the Request for Training and Purchase Request are to be processed through the Office of Human Resources.

**SECTION 23.05** If a course is available after duty hours, the employee is expected to attend the course at that time. If none of the local institutions offer the requested course after duty hours, supervisors may allow a bargaining unit employee to change their work schedule in order to take courses in nearby colleges, universities, or other educational institutions. Permission to change a work schedule will be granted when the following conditions are met:

- a. denial of the employee's request would seriously hamper his/her opportunity to further his/her education;
- b. completion of the courses will equip the employee for more effective work in NASA;
- c. no other employee or work requirement will be adversely affected by the change; and

- d. the change in work schedule will benefit the organization.

## **Article 24 Parking and Lighting in Work Areas**

**SECTION 24.01** Management agrees to provide adequately lighted parking areas as close as practical to the assigned work areas of employees within the bargaining unit.

**SECTION 24.02** It is agreed that government furnished transportation be provided for official on-Center travel during working hours.

## **Article 25 Civic Responsibilities**

**SECTION 25.01** In the event a regular permanent employee is summoned for jury duty or as a witness in a nonofficial capacity on behalf of the Government, he/she shall be excused for such duty and paid in accordance with current regulations. When an employee is subpoenaed for such duty, he/she shall promptly notify his/her supervisor in order that arrangements may be made for his/her absence from scheduled duty.

**SECTION 25.02** It is agreed that employees who are excused from jury service for one (1) or more full days will be expected to return to duty. Where no hardship will result, an employee excused from jury duty for a substantial part of a day will be expected to return to duty.

**SECTION 25.03** It is agreed that all employees will be encouraged to exercise their right and privilege to register and vote in all national, state, and local elections or referendums. It is further agreed that employees will be excused from duty for periods of time not to exceed the amount provided in NASA and Office of Personnel Management regulations when they choose to exercise such rights.

## **Article 26 Temporary Duty Travel**

**SECTION 26.01** The parties understand that employees may be required to perform temporary duty travel in order to accomplish the Center's mission. It is further agreed that:

- a. Employees within the bargaining unit shall not be required to travel except under conditions and procedures prescribed by this Agreement and appropriate regulations and applicable laws.
- b. Disputes or alleged inequities in connection with travel may be resolved between the employee and appropriate Management officials or through

the Negotiated Grievance Procedure (Article 16 of this Agreement).

- c. Annual leave in connection with travel may be authorized in accordance with appropriate regulations and Center policy.

**SECTION 26.02** Travel assignments shall be rotated among employees within organizational elements and field of specialization to the extent permitted by the character of the work to be performed, the skills required, knowledge of the particular assignment, and the availability of employees. It is further understood:

- a. Within an organizational element where travel assignments are rotated an employee may volunteer to take the travel assignment of another employee subject to the approval of his/her supervisor.
- b. An employee's volunteering for a travel assignment will not exempt the employee from his/her regular turn for travel when due.
- c. An employee selected for an assignment involving travel may request that he/she be excused and such request will be considered provided another qualified employee is available for the assignment. If the employee's request to be excused is denied, the reasons shall be provided in writing to the employee and his/her Union representative if so desired by the employee.

**SECTION 26.03** Management agrees that employees required to travel in the course of performing assigned duties shall receive per diem and travel allowances, which may include use of government quarters, as provided by applicable travel regulations. Per diem will only be authorized when the temporary duty assignment is located more than fifty (50) miles from both the employee's official duty station and place of abode.

**SECTION 26.04** In extenuating circumstances and in accordance with applicable regulations, when requested by the employee, Management may advance travel funds.

**SECTION 26.05** When temporary duty travel is necessary, any accommodations and services arranged by Management will meet reasonable and adequate quality standards for convenience, safety, and access to medical accommodations. The comfort of the employee will be considered to the maximum degree consistent with applicable regulations. Management will not make distinctions between bargaining unit and non-bargaining unit employees when providing travel arrangements and accommodations for the same temporary duty station and mission.

Additionally, in instances of travel to remote, isolated campaign sites, Management will consult with the Union regarding accommodations and services made by Management during the planning process. Management will not make distinctions

between bargaining unit and non-bargaining unit employees.

**SECTION 26.06** Employees are authorized to make long distance telephone calls in accordance with applicable regulations.

**SECTION 26.07** While the use of a government vehicle is not mandatory, the Government will specify the preferred mode of transportation. In the case of local travel, the employee is authorized to use his/her privately owned vehicle if government transportation is not available. For other than local travel, the traveler may be authorized to use his/her privately owned vehicle as a matter of personal preference. Reimbursement in this case will be in accordance with applicable travel regulations.

Use of rental vehicles will be in accordance with applicable regulations.

**SECTION 26.08** It is understood that the need to accomplish the mission, availability of transportation, and other related factors will dictate the scheduling of travel, however, first consideration will be given to scheduling travel during the employee's normal duty hours. It is further agreed:

- a. A rest period, not in excess of 24 hours, may be authorized or approved when the following conditions exist:
  1. The travel is direct between duty points which are separated by several time zones and at least one duty point outside Continental United States (CONUS);
  2. Air travel between duty points is on less-than-premium class accommodations, and
  3. The scheduled flight time (including stopovers of less than eight (8) hours) exceeds fourteen (14) hours by a direct or usually traveled route.

The rest stop may be authorized at any intermediate point, including points within CONUS, provided the point is midway in the journey or as near to midway as requirements for use of US flag air carriers and carrier scheduling permit. A rest stop shall not be authorized when an employee, for personal convenience, elects to travel by an indirect route resulting in excess travel time.

- b. Every effort will be made to avoid requiring an employee to perform travel during unreasonable hours at night if sleeping accommodations are not available on the mode of common carrier transportation used. The use of a carrier which requires an employee to board or leave the carrier between the hours of 10:00 p.m. and 6:00 a.m. will not be scheduled if there are more reasonable, earlier, or later departure or

arrival schedule times that will meet the mission requirements.

- 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 to work at their permanent duty station. The excused absence shall be one (1) hour for each whole hour or part thereof in a travel status after midnight, but not to exceed eight (8) hours.

**SECTION 26.09** Management will make every effort to arrange reimbursement of travel allowances within ten (10) calendar days after receipt of approved travel claims. In the event of a delay, employees will be advised of the reasons for the delay, whenever possible. In circumstances where a hardship exists employees will, upon request, be assisted by the travel office in expediting the processing of travel claims. Should a traveler be unable to refund any excess monies used, the traveler will arrange for reimbursement through reasonable payroll deduction payments.

## **Article 27 Reduction-in-Force**

**SECTION 27.01** It is mutually agreed that the Union will be provided an advance notice of any reduction-in-force actions which will involve the separation, demotion, furlough for more than thirty (30) days, or displacement of any bargaining unit employee. Therefore when Management has determined that a reduction-in-force action affecting bargaining unit employees is necessary, Management agrees to inform the Union immediately and furnish the following information as soon as it becomes available:

- a. Total number of bargaining unit positions to be affected ;
- b. proposed competitive area;
- c. whether or not early retirement authorization will be requested;
- d. proposed beginning date of the reduction in force;
- e. proposed effective date of the reduction in force; and
- f. any other information that describes what action Management may or may not use to effect the reduction in force.

**SECTION 27.02** Management agrees that reduction-in-force procedures will be in accordance with this Article and those prescribed by laws and regulations applicable at



the time of the reduction-in-force. Within seven (7) workdays after the initial notification to the Union, Management will meet with the Union to consult on the methods and procedures to be followed in conducting the reduction-in-force that are not contained in this Article.

**SECTION 27.03** The Union will be allowed a reasonable amount of official time to prepare for consultation or impact and implementation bargaining with Management relative to reduction-in-force.

**SECTION 27.04** When established, Management shall provide to the Union the retention register on which the reduction-in-force will be based.

**SECTION 27.05** Bargaining unit employees separated or assigned to a lower grade by reduction-in-force have the right to review regulations, retention registers, competitive level records, position descriptions, and other records pertinent to the action. The employee may be assisted by the Union representative if he/she so desires.

**SECTION 27.06** To minimize adverse effects upon employees, Management will consider accomplishing reductions in the workforce through attrition. However, Management and the Union recognize that reductions through attrition may not always be feasible because of constraints imposed by higher authority or skills imbalances that may result from such action.

**SECTION 27.07** Any career or career-conditional employee who is separated because of reduction-in-force will be placed on the Reemployment Priority List in accordance with applicable rules and regulations and such employees will be given preference for rehiring in temporary and permanent positions for which qualified and available. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

**SECTION 27.08** In a reduction-in-force, every reasonable effort will be made to fill existing personnel vacancies with qualified employees who otherwise would be separated.

**SECTION 27.09** If bargaining unit employees are separated in a reduction-in-force, Management will establish, in consultation with the Union, an outplacement program to assist affected employees in obtaining other employment. Management will, to the maximum extent feasible, assist such employees in learning of other benefits and programs for which they may be eligible.

**SECTION 27.10** The Center may assign an employee to a vacant position under 5 CFR, Part 351 without regard to OPM's standards and requirements for the position if the employee meets any minimum education requirement for the position, and the Center determines that the employee has the capacity, adaptability, and special skills needed to satisfactorily perform the duties and responsibilities of the position.

## **Article 28 Equal Employment Opportunity**

**SECTION 28.01** Both parties to this Agreement subscribe to the principles of Equal Employment Opportunity (EEO). It is the policy of Management to promote and ensure equal employment opportunities for all qualified persons regardless of race, color, religion, sex (including sexual harassment), national origin, age, physical or mental handicap, marital status, or political affiliation.

**SECTION 28.02** The parties agree that every effort will be made to utilize to the fullest extent the present skills of employees by all means consistent with the mission of the Center including the redesigning of jobs where feasible; and to provide the maximum feasible opportunity for employees to enhance their skills through on-the-job training, work-study programs and other training programs so that they may perform at their highest potential and advance in accordance with their abilities.

**SECTION 28.03** Management will select one (1) employee from a list of three (3) submitted by the Union as the Union's EEO representative. That representative may meet periodically with the local EEO specialist to discuss the implementation of the EEO program at Wallops.

**SECTION 28.04** In recognition of the Union's role as exclusive representative, Management agrees to the following:

- a. Complainants covered by this Agreement have the right to Union representation during pre-complaint counseling and at every stage of the complaint proceeding.
- b. The Union shall have the right to be represented at formal meetings between Management and bargaining unit employees concerning adjustments of EEO complaints if the adjustment concerns grievances or any personnel policy or practice or other general conditions of employment affecting bargaining unit employees.
- c. An observer from the Union may attend discrimination complaint hearings when the complainant is a bargaining unit employee. However, the Examiner may exclude the observer from the hearing if the employee objects to his/her attendance on the grounds of privacy, and the Examiner determines that the objection is valid. The Examiner may also exclude the observer from one or more sessions of the hearing when the Examiner determines that this action is in the best interest of the complainant, a witness, or the Government.
- d. The Union shall be given reasonable notice of all remedial or corrective actions to be taken as a result of informal or formal resolution of EEO complaints if the action affects conditions of employment of bargaining

unit employees.

**SECTION 28.05** Management will solicit the views, comments and suggestions of the Union concerning assessment of the Equal Employment Opportunity Program progress and prior to the development of periodic Affirmative Action Plan affecting employees in the bargaining unit.

## **Article 29 Incentive Awards**

**SECTION 29.01** Management and the Union recognize the significance of, and benefits to be derived from, the Incentive Awards Program. The Program shall be administered to encourage employees to participate in improving the efficiency and economy of government operations and to recognize and reward employees for suggestions, inventions, special achievements or other personal accomplishments.

**SECTION 29.02** Incentive awards shall be approved and presented in accordance with NASA and Center guidelines, and GPG 3451 - Incentive Awards and Recognition.

## **Article 30 Use of Personal Tools**

**SECTION 30.01** Certain employees in the bargaining unit are expected to provide the basic tools for their trades. When such an employee's basic tools of the trade are stolen or broken, they will be replaced or the employee will be reimbursed for their value by the Center provided the loss or damage occurred within the scope of employment and through no fault or negligence on the part of the employee. To obtain replacement or reimbursement, the employee must file a written claim on NASA Form 1204 "Employee's Claim for Damage to, or loss of, Personal Property Incident to Service." This form may be obtained from the Security Office.

## **Article 31 Facilities and Bulletin Boards**

**SECTION 31.01** Management agrees to make available suitable office space at Wallops that the Union may use as an office. Management further agrees to provide one desk, one table and chairs, one lockable drawer file, and one storage cabinet and to furnish the necessary utility connections and a telephone for local calls on a non-reimbursable basis. Management agrees that the Ranking Union Official may use the Federal Telecommunications System for official government business to provide information requested by such agencies as FLRA, FMCS, EEOC and NASA officials. Management agrees that the Union will be permitted to use a conference room during non-duty hours. It is understood that arrangements must be made in advance for

use of this room and official Wallops functions will take precedence.

**SECTION 31.02** Management agrees to print in the next edition of the Wallops Flight Facility telephone directory under the heading, "Labor Organizations" the name and extension of the Ranking Union Official and the Chief Steward.

**SECTION 31.03** Correspondence between Management and the Union and among Union representatives which is of mutual interest to Management and the Union may be transmitted through the internal mail system of Management. Bargaining unit employees may use the internal mail system to transmit correspondence to Union representatives.

**SECTION 31.04** Management agrees to provide bulletin board space to be controlled by each Union representative that will be for the exclusive use of the Union. It shall be the responsibility of the Union representatives to maintain these bulletin board spaces in a neat and orderly condition, and to assure that material displayed has been approved, if necessary, as provided in Section 31.05 below.

**SECTION 31.05** Notices concerning Union recreational and social activities, Union elections and appointments, results of Union elections, and Union meetings do not need Office of Human Resources approval provided they are limited to announcing only the purpose, date, time and place. All other information to be placed on bulletin boards, including the above-mentioned notices if they contain information other than that outlined, will be posted only by mutual consent of the Union and the Labor Relations Officer. All costs incident to the preparation and posting of material will be borne by the Union.

**SECTION 31.06** Notices of Union meetings and social and recreational activities may be submitted to the Labor Relations Officer for inclusion in the Wallops Flight Facility Newsletter. Notices must be received by the 18th of each month.

**SECTION 31.07** It is agreed that the Ranking Union Official or his/her designee may use the public address system to make announcements to employees after obtaining the prior concurrence of the Labor Relations Officer.

## **Article 32 Safety and Health**

**SECTION 32.01** Management will provide a safe and healthful work place for all employees. The parties will comply with applicable Federal laws and regulations relating to the safety and health of employees.

**SECTION 32.02** The parties agree that safety related issues/concerns will be reported through established safety reporting procedures, to include reporting to the employee's immediate supervisor, the GSFC Close Call Hazard Reporting System or the National Safety Reporting System. The Union will raise any

unresolved safety concerns/issues to the Labor-Management Committee.

The parties also agree that employees are responsible for and encouraged to promptly report to their immediate supervisor, or if unavailable, other appropriate authority any observed unsafe conditions, practices, and equipment as well as environmental conditions in their immediate areas that may constitute industrial health and safety hazards. No employee will be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition. An employee may decline to perform an assigned task if the employee reasonably believes that, under the current conditions the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to correct the problem through established procedures. It is further agreed that:

- a. Management will promptly investigate and correct any unsafe condition. If those involved do not agree that a condition is unsafe or that the hazard has been sufficiently diminished, the matter shall be referred to the safety office for resolution. An investigation may not be necessary if through normal management action and with prompt notification to employees, the hazardous condition identified can be abated immediately. Management shall respond to an employee report of hazardous conditions and required inspections within 24 hours for imminent dangers, and in accordance with the current Goddard Safety Initiative timeframe of three (3) working days for potentially serious conditions, and normally twenty (20) working days for other conditions and shall assure the anonymity of those making the report.
- b. Should it become necessary to evacuate a building due to hazardous or unhealthy conditions, Management will take precautions regarding the safety of employees. The Union's safety representative will be notified as soon as possible regarding the emergency situation.
- c. An abatement plan will be prepared if the abatement of an unsafe or unhealthy working condition will not be possible within thirty (30) calendar days. Such a plan will contain an explanation of the circumstances of the delay in abatement, a proposed timetable for the abatement, and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working conditions.

**SECTION 32.03** Employee medical records maintained by the Center shall be made available for review by the employee or his/her designated representatives in accordance with provisions of Title 5 CFR, Part 339 and the Privacy Act. Subject to the Privacy Act, medical information will not be released without prior approval from the employee.

**SECTION 32.04** Management agrees to provide emergency diagnosis and first treatment of injury or illness that becomes necessary during working hours, and medical surveillance exams as required by the duties of the position consistent with Occupational Safety and Health Act (OSHA) standards and NASA guidelines.

Consistent with related program guidelines issued by OPM and NASA and subject to available funds, Management will provide the following services:

- a. periodic physicals; certain treatments requested by the employee's private physician;
- b. preventive screening examinations for specific diseases/illnesses; flu, tetanus or similar immunizations; and
- c. within existing capabilities, timely testing for those employees who reasonably believe that they have been exposed in the conduct of their official duties to a serious infectious disease.

Employees will not be charged leave for visits to the facility's Health Unit.

**SECTION 32.05** Subject to available funds, Management agrees to make available to employees health related information and/or training to include, but not limited to the following:

- a. smoking cessation;
- b. stress management;
- c. proper set up and use of Video Display Terminal (VDT) equipment; and
- d. first aid and cardiopulmonary resuscitation (CPR)

Management will also continue to make employees aware of the services being offered through the Center's Employee Assistance Program.

**SECTION 32.06** The Union shall select a representative to serve on the Center level safety and health committee (currently known as the Safety, Health and Environmental Committee). The Union representative shall be given official time for participation on this committee.

**SECTION 32.07** A Union representative may accompany OSHA or Agency Inspectors during a safety walk-through of workspace occupied by bargaining unit employees. Upon request, reports from these safety inspections will be provided to the Union.

**SECTION 32.08** Management will furnish quarterly, upon request by the Union, information concerning lost-time accidents involving bargaining unit employees.

This information will be statistical data and will not be information that could violate the employee's privacy.

**SECTION 32.09** Management will furnish, and replace as necessary, protective clothing and equipment determined necessary by the Wallops safety office to assure safety of employees in the performance of assigned work. This is to include appropriate footwear and safety glasses (including prescription lenses) where required by the position on an annual basis or as necessary. The Union may recommend new protective clothing and equipment and/or modification to existing equipment, as needed, for prompt consideration by the safety office. Employees are responsible for using such protective clothing and safety equipment/devices.

**SECTION 32.10** Management will assure that no employee will be required to work on or around moving or operating machinery or in areas where conditions exist that are unsafe or detrimental to the employee's health without proper training, precautions, protective equipment and/or safety devices. Such training shall include instructions in the proper work methods to be used and proper use of required equipment.

Management will also assure that no employee who is engaged in work which is potentially hazardous shall be required to work alone or beyond the call or observation of another employee.

**SECTION 32.11** Vehicles furnished by Wallops that transport employees to and from their places of work shall be maintained in safe operating condition, and must be maintained in accordance with applicable requirements. It is also agreed that no employee shall be required to ride in a vehicle containing hazardous material and equipment unless proper safeguards have been taken.

**SECTION 32.12** Management will supply and maintain on a regular basis an adequate number of fire extinguishers with up-to-date inspections performed. All employees are responsible for assuring that fire extinguishers are not tampered with and are clear of any debris. Management shall provide an educational program to familiarize employees with the general principles of fire extinguisher use and the hazards involved with initial stage fire fighting.

**SECTION 32.13** Management will provide adequate lighting, ventilation and heating to meet applicable safety standards. To the extent practicable, Management will provide an ergonomic working environment based on guidelines issued by American National Standards Institute (ANSI) and/or National Institute of Occupational Safety and Health (NIOSH) as appropriate. Upon request, and as appropriate, bargaining unit employees will be provided with adaptive devices such as padded wrist rest, mouse pads, document holders that have adjustable height and tilt, foot rests, keyboard trays and other appropriate adaptive devices designed to prevent repetitive strain injuries. Ergonomic-related injuries will be treated in accordance with Office of Worker's Compensation Program's (OWCP) procedures.

**SECTION 32.14** Management will assure that, in compliance with Virginia State laws, regulations, and standards, safe drinking water is provided for bargaining unit employees at the Wallops Flight Facility. For off-range campaigns, Management will assure access to safe drinking water for bargaining unit employees.

**SECTION 32.15** Adequate locker space will be furnished to a bargaining unit shop employee based on justification acceptable to the supervisor. Employees furnished locker space will be responsible for keeping it in a clean and orderly condition.

**SECTION 32.1** Shower facilities determined necessary by the safety staff will be provided in those work areas containing hazardous chemicals or fluids and may be used by bargaining unit employees whose work assignment results in unsanitary conditions that require personal clean-up.

**SECTION 32.17** When it is determined that asbestos is present Management will conduct air sampling in accordance with applicable OSHA and Environmental Protection Agency (EPA) regulations and take all necessary steps to assure the health and safety of employees. Management will keep the Union informed of test results and what actions are being taken and the status of the asbestos abatement. Medical monitoring shall be provided to employees who are exposed to airborne asbestos fibers above the OSHA standard. Necessary treatment will be provided in accordance with OWCP procedures.

**SECTION 32.18** The Wallops Flight Facility shall have emergency preparedness procedures which will include the chain of command and identify each member of management or designee who will be physically present for employees during all scheduled work hours.

Evacuation fire drills will be conducted annually or as required by the safety office. Management will provide a fire department with properly trained personnel and National Fire Protection Association certified equipment with manned stations located on Wallops Main Base and Wallops Island. Management will also make a reasonable effort to assure that the facility has adequate personnel available to administer CPR.

Management will provide ambulance services and properly trained paramedics to administer emergency medical procedures and transport employees to a hospital or medical facility.

**SECTION 32.19** Management shall comply with current regulations and instructions concerning the reporting of on-the-job injuries. It is also recognized that employees have a responsibility and shall be encouraged to immediately report all on-the-job injuries. Employees who are injured while on duty and who report the injury to the Health Unit will be given a copy of OWCP Pamphlet CA-11, and upon request, shall be counseled on the provisions of the Federal Employee's Compensation Act. Time spent in the Health Unit by employees during working



hours as a result of job-related injury or illness shall not be charged as leave. If needed, arrangements for transportation shall be made by Management for an employee being sent home or to a hospital or doctor's office by the facility's Health Unit. In the case of on-the-job injury or illness, an employee shall not be required to perform his/her regularly scheduled duties until the facility's Health Unit, and/or Office of Worker's Compensation Program's doctor and/or the employee's personal physician determines that the employee is physically fit for duty. An employee may be temporarily assigned to other duties if his/her injury is of a nature that incapacitates him/her from performing in his/her regular duties.

**SECTION 32.20** If there is an accident involving serious injury or death to a bargaining unit employee, or substantial property damage to work areas of bargaining unit employees, the Union will be given the opportunity to nominate a representative to participate as an observer in the investigation conducted by an accident investigation committee. Management shall furnish the Union a copy of the resulting accident analysis report.

**SECTION 32.21** Management agrees that in situations where information indicates that employees in a particular occupation are suffering from a pattern of accident, disabling injuries and/or illness, a task safety analysis will be conducted. This may consist of but not be limited to general conditions under which the job is performed; an explanation of the job steps; an explanation to determine the hazards that exist or might occur; and recommendations to eliminate any of the hazards identified. Each employee covered by a particular task safety analysis will receive a copy of the analysis within thirty (30) calendar days after completion. When a new employee reports to duty or is reassigned to a new position, he/she will receive a copy of the analysis covering his/her position within thirty (30) calendar days after reporting to duty in that new job or assignment.

### **Article 33 Personnel Research Programs and Demonstration Projects**

**SECTION 33.01** For the purpose of this Agreement, research programs shall mean: a planned study of the manner in which public management policies and systems are operating, the effect of those policies and systems, the possibilities for change, and comparisons among policies and systems. Demonstration project shall mean: a project conducted by the Office of Personnel Management, or under its supervision, to determine whether a specified change in personnel management policies or procedures would result in improved Federal personnel management.

**SECTION 33.02** Management agrees to negotiate impact and implementation of any research program or demonstration project authorized in accordance with 5 USC Chapter 47 prior to its implementation if it would effect changes in working conditions of bargaining unit employees.

**SECTION 33.03** Management and the Union shall be responsible for submitting

separately to OPM any comments required or requested by OPM on any research program or demonstration project in which they participated.

## **Article 34 Payroll Allotment for Withholding Dues**

**SECTION 34.01** Management agrees to withhold Union dues as provided in the subsequent Sections of this Article.

**SECTION 34.02** Any employee officially assigned to the bargaining unit who is a member in good standing of the Union may authorize an allotment of pay for the payment of his/her dues for such membership, provided:

- a. the employee has voluntarily completed a request for such allotment of his/her pay; and
- b. he/she regularly receives a normal amount of pay on the regularly scheduled paydays at the installation and such pay is sufficient, after other legal deductions to cover the full amount of the allotment

**SECTION 34.03** The procedure and effective dates of dues withholding authorization shall be as follows:

- a. The Union will inform each of its members of the voluntary nature of authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for revoking an authorization.
- b. The Union agrees to acquire and distribute to its members the prescribed authorization form (SF-1187) and to receive completed forms from members who request allotments.
- c. The Ranking Union Official is designated to process completed authorization forms by completing Section A thereof and is responsible for ascertaining that the employee is a member of the Union in good standing. Certified authorization forms will be submitted to the Labor Relations Officer.
- d. Payroll deductions for an allotment will be made beginning with the first full biweekly pay period following receipt of the certified Request for Payroll Deductions for Labor Organization Dues, form SF-1187, in the GSFC payroll office. Deductions will continue in effect until the dues allotment is terminated in accordance with the provisions of Section 34.05 below.

**SECTION 34.04** Dues will be withheld each pay period. If the amount of regular dues is changed by the Union, the Labor Relations Officer will be notified in writing by the Ranking Union Official of the rate and effective date of the amended dues structure. Changes in amount may be made only once in twelve (12) months. The amended amount will be withheld beginning with the first full biweekly pay period following receipt of the dues change notice by the GSFC payroll office, unless the Union specifies a later date.

**SECTION 34.05** A dues allotment will be terminated:

- a. when the Union ceases to be the exclusive representative of employees in the bargaining unit;
- b. when the employee retires or is separated from the installation; or when the employee is reassigned or moved to a position outside the bargaining unit;
- c. effective with the beginning of the first full biweekly pay period after receipt of written notice from the Union that the bargaining unit member is expelled or ceases to be a member in good standing;
- d. effective with the beginning of the first full biweekly pay period after the agreement between the Agency and the exclusive representative ceases to be applicable to the employee; or
- e. effective with the first full biweekly pay period following the one-year anniversary date of initial dues withholding authorization provided the written revocation is received by the Labor Relations Officer by the anniversary date.

**SECTION 34.06** Within three (3) workdays after receipt of payroll checks, the GSFC payroll office will remit the amount due the Union to the Secretary/ Treasurer of the Union. A statement giving the following information shall accompany each remittance:

Identification of the installation

Identification of Union

Names of members for whom deductions were made, and amount of each deduction

Names of members for whom deductions previously authorized were not made made

Pay classification

Total number of members for whom dues were withheld

Total amount withheld on this payroll

**SECTION 34.07** The Union agrees to issue the following written notices:

- a. The Union will notify the Labor Relations Officer within five (5) workdays when an employee with a current allotment authorization ceases to be a member in good standing.
- b. The Union will send to the Labor Relations Officer any written revocation of allotment received by the Union.

## **Article 35 General Provisions**

**SECTION 35.01** Management agrees to furnish the Union annually a complete and up-to-date listing of all employees in the bargaining unit. This listing will be used only for official Union business. This listing will include the name, OPM occupational codes, and building number of each employee. Management further agrees to furnish the Union on a timely basis copies of all GSFC Management Instructions (currently referred to as Goddard Policy Guidance (GPG) or Goddard Policy Directive (GPD)).

**SECTION 35.02** Management agrees that any employee within the bargaining unit who contemplates retirement in the immediate future shall be afforded retirement counseling to ensure that the interests of the employee are protected. Various retirement options for which the employee is eligible shall be explained. Any employee who is contemplating retirement may request a meeting with the Office of Human Resources for information and counseling.

**SECTION 35.03** It is agreed that Official Personnel Folders (OPF) are for official use only. An employee may review his/her own OPF, but may not review another employee's unless authorized to do so by the Office of Human Resources.

## **Article 36 Publicizing the Agreement**

**SECTION 36.01** As soon as possible after review and approval by the NASA Administrator, or his/her designee, and ratification by the Union membership, Management will provide a copy of this Agreement to each bargaining unit employee. As employees are assigned or hired into the bargaining unit in the future, they will be furnished a copy of the Agreement, advised of the exclusive recognition status of the Union, and given the name of the Union representative in the area to which they have been assigned.

**SECTION 36.02** The Ranking Union Official will be notified when orientation sessions are held with bargaining unit employees. The Ranking Union Official or Chief Steward may attend orientation sessions. The Union representative may not discuss the benefits of Union membership or otherwise discuss or conduct internal Union business at these sessions.

## **Article 37 Duration, Changes, and Effective Date**

**SECTION 37.01** This Agreement shall continue in full force and effect for three (3) years from the date of approval by the NASA Administrator or his/her designee and thereafter shall continue in effect from year to year unless amended, modified or terminated in accordance with this Article.

**SECTION 37.02** Either party may give written notice and proposed modifications to the other not more than ninety (90), nor less than sixty (60) calendar days prior to the three (3) year expiration date and each subsequent expiration date. The Agreement will remain in full force and effect until modifications are agreed upon and approved by the NASA Administrator or his/her designee.

**SECTION 37.03** This Agreement may be reopened for amendment or change at any time by mutual agreement of the Union and Management.

**SECTION 37.04** No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with Management, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union and approved by the NASA Administrator or his/her designee.

**SECTION 37.05** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**SECTION 37.06** This Agreement shall terminate automatically effective on any date on which it is determined that the Union is no longer entitled to exclusive recognition in accordance with the provisions of 5 USC Chapter 71.

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### **GSFC-AFGE Memorandum of Understanding/Agreement (MoU/MoA)**

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MoU	Non-Competitive Promotion Process (NCPP) – Document Posting
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**MEMORANDUM OF UNDERSTANDING  
BETWEEN GODDARD SPACE FLIGHT CENTER  
&  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 1923**

1. This Memorandum of Understanding (MOU) is entered into, by and between, Goddard Space Flight Center (GSFC) (“Employer” or “Agency”) and the American Federation of Government Employees (AFGE), Local 1923 (“Union”), also referred to as the parties.
2. The purpose of this MOA is to identify the negotiated agreed to issues, by the parties, pertaining to the forthcoming GSFC Traffic Management Policy.
3. The parties agree to the following:
  - a. Management ensures the enforcement of the Traffic Management policy will be in a fair, equitable and non-discriminatory manner.
  - b. The Wallops Flight Facility Security Officers who have the authority to issue citations for traffic management violations are properly trained, qualified, and certified. A Security Officer is required to pass standards and obtain certifications, some of which are equivalent to Virginia State law enforcement standards and certifications.
  - c. “GSFC employees who receive a citation for violation of the Traffic Management Policy that results in point assessment or suspension may appeal the citation, in writing, to the GSFC Deputy Chief of the Protective Services Division within five (5) working days from receipt of the citation or notice of suspending driving privileges. The appeal must contain the reasons for reconsideration and any material fact, underlying hardship, or mitigating circumstances. Suspension or points assessments associated with the violation will not be assessed pending the decision of the appeal. Appeals may result in the sustaining of the citation or mitigation of the citation resulting in either the suspension being held in abeyance or the citation being reduced to a lesser charge or warning.
  - d. If a GSFC, AFGE bargaining unit employee (BUE) is not satisfied with the Deputy Chief’s decision, the BUE may grieve the decision in accordance with the Negotiated Grievance Procedure beginning at Step 2.
  - e. An employee with suspended driving privileges will be afforded an opportunity to request a telework arrangement in accordance with (NPR) 3600.2, with the exception that the supervisor’s response must be within 7 working days instead of within 2 pay periods.
  - f. Management will post a legible copy of the agreement covering this matter on the Office of Human Capital Management (OHCM) website

under GSFC-AFGE Collective Bargaining Agreement, currently found at [http://ohcm.gsfc.nasa.gov/Labor\\_Relations/AFGE/afgecontents.htm](http://ohcm.gsfc.nasa.gov/Labor_Relations/AFGE/afgecontents.htm), no later than five (5) working days before the policy's effective date.

- g. Management will provide notice to all personnel of the revised Traffic Management Policy, and provide a copy of such, no later than five (5) working days before the policy's effective date. Management will provide in the MOU where the revised policy can be found on the web.

3. The parties agree items a and c above will be published in the forthcoming GSFC Traffic Management Policy.

4. The parties agree to this MOU as written above.

FOR AGENCY:

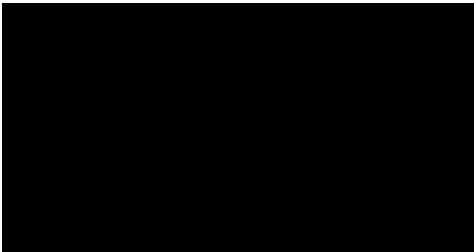


3/26/12  
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FOR AFGE LOCAL 1923:



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**MEMORANDUM OF AGREEMENT  
BETWEEN GODDARD SPACE FLIGHT CENTER  
&  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 1923**

This Memorandum of Agreement (MOA) is entered into, by and between, Goddard Space Flight Center (GSFC) (“Employer” or “Agency”) and the American Federation of Government Employees (AFGE), Local 1923 (“Union”) also referred to as the parties.

In the matter concerning the implementation of GPR 8730\_7A, Lab Management Program at the Goddard Space Flight Center, Wallops Flight Facility the parties agree to the following:

1. As it pertains to the assignment of this function to unit employees and/or nominees selected for this function, Management agrees that the application of the Lab Management Program will be fair, objective, and consistent with government-wide law, rule, or regulation as well as the collective bargaining agreement (CBA).
2. Consistent with the process described in Figure 1 – Certification Process, Management agrees that, prior to nominating an employee to the function of Lab Manager, for each laboratory respective laboratory work space:
  - a. Management will acknowledge all qualified employees and select one as appropriate. In making its selection, Management will consider relevant experience, expertise, current workload and other professional development activities (e.g. training, IDP’s, details, education programs, etc).
  - b. Where appropriate and feasible, (e.g., budget and resources), Management will consider the use of contractors.
3. Management agrees that assignments pertaining to this initiative shall not be arbitrary or capricious, and will be based on bona fide criteria respective to the Lab Management Program.
4. Management agrees that in situations where an employee’s assignment or responsibility pertaining to this initiative conflicts with that associated with the employee’s other job functions, the Employer will notify the employee of which assignment/responsibility takes precedence as needed.
5. Management agrees that the members appointed to the Lab Management Steering Committee will decide the necessary method to participate in the meetings (i.e., Video, Conference, telecom, travel to Greenbelt (providing appropriate travel expenses are available) etc.).
6. Management will re-evaluate the incumbent Laboratory Manager’s assignment every two (2) years, and notify the incumbent of this re-evaluation. At this time, management shall consider an incumbent’s request to continue or terminate the assignment.

7. Management agrees to post the agreement covering this matter on the OHCM website under AFGE Collective Bargaining Agreement within seven (7) workdays of the effective date.
8. The provisions of this MOA are not meant to alter, modify or change the existing CBA.

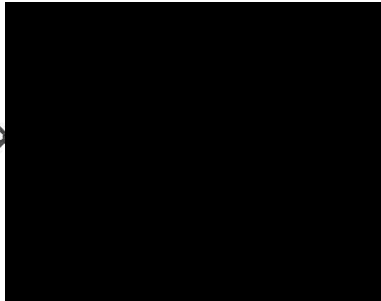
The parties agree to this MOA as written above.

FOR AGENCY:

FOR AFGE LOCAL 1923:



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**MEMORANDUM OF AGREEMENT  
BETWEEN GODDARD SPACE FLIGHT CENTER  
&  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 1923**

1. This Memorandum of Agreement (MOA) is entered into, by and between, Goddard Space Flight Center (GSFC) ("Employer" or "Agency") and the American Federation of Government Employees (AFGE), Local 1923 ("Union"), also referred to as the parties.

2. The purpose of this MOA is to identify the negotiated agreed to issues, by the parties, pertaining to the Final Non Competitive Promotion Process (NCP). This MoA supersedes the previous NCP agreement reached and executed by the parties on September 20, 2012.

3. The parties agree to the following:

- a. The following relevant materials will be available to employees in one centralized location:
  - i. All employee training plans developed by the NCPP Team;
  - ii. All communications plans developed by the NCPP Team;
  - iii. The NCPP Handbook;
  - iv. The NCPP position review request form and related documentation;
  - v. The NCPP Q&A;
  - vi. The NCPP Process;
  - vii. The NCPP Glossary of Terms;
  - viii. The NCPP Fact Sheet;
  - ix. Office of Personnel Management (OPM) classification standards for each position; which is publicly available and can be found at <http://www.opm.gov/fedclass/>.
  - x. OPM positions grade level definitions;
  - xi. The Federal classification appeals process; and
  - xii. Other related materials developed by the NCPP Team or management in support of this initiative.
  
- b. Upon completion of the fact-finding process used to determine whether an accretion-of duties promotion is warranted, management will provide the evaluation report, prepared by OHCM and in coordination with management, to the employee. In the event an accretion of duties promotion is not justified, management and the employee will meet to discuss the report and specify in writing, and for each Evaluation Factor, the necessary duties, experiences, responsibilities and other criteria that would result in a greater Factor Level and/or a higher Points Assigned that would in turn result in the accretion of duties promotion.
  
- c. Upon completion of the fact finding process use to determine whether an "impact on the job" (impact) promotion is warranted, management will

provide the evaluation report, prepared by OHCM and in coordination with management to the employee. In the event an impact promotion is not justified, management and the employee will meet to discuss the report and specify in writing, the necessary duties, experiences, responsibilities and other criteria in an impact promotion.

- d. An employee, in accordance with NPR 3511 (currently found at <http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=3511&s=1>) may appeal an unfavorable promotion determination in 3(b) or (c), above. The NCPP provides a variety of options for reconsideration and appeals of denied position review requests. Additionally, an employee has the option to bypass the Center- and HQ-level appeals to file the appeal with OPM directly.

The procedures for these reconsiderations and appeals are defined in the appendices of this MoA.

- e. Web-based training will be made available to educate employees on the NCPP via SATERN. Management will provide initial classroom training to AFGE BU employees that will include an overview of position management, and define accretion of duties and impact of the person promotions. The training will include the links to position classification standards and related guidance as described in the Q&A document, "What are the promotion criteria." Additionally, position classification examples for AFGE BUE scientists, engineers, technicians, and clericals will be available. The examples will serve as a general reference tool for employees when preparing their Position Review Request, and do not solely determine the difference between grade levels.

At this time employee NCPP training has not been finalized and AFGE is invited to participate in developing the final Web-based training to educate employees on the NCPP. In this Web-based training position classification and position management will be included. The training will include the information that the NASA HR University has on classification and position management. In addition, employees can utilize the services of OHCM by contacting an OHCM classification specialist to answer any questions concerning the development of the employee's NCPP request.

- f. The duration for completing 3(b) or (c), above shall not exceed 120 calendar days respective to the initiation of the Position Review Request. This duration may be exceeded only if a Center initiative such as a hiring blitz or major Center reorganization directly results in the processing of a NCPP request being delayed. If such delay occurs, management will provide a written explanation for the delay, and a schedule of completion for the NCPP request. The employee can seek the assistance of the NCPP Ombudsperson to resolve any delays within the process.

Additionally, the NCPP team is developing an electronic tracking system that will track all Position Review Requests, from submission to

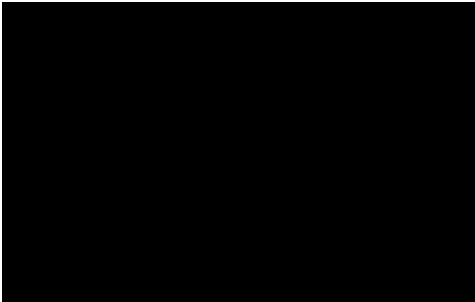
completion. Employees will be notified through each step of the process via e-mail.

On an as needed basis, upon request of either party, management and AFGE will review the metrics related to this section to determine the relationship to a 120 day completion and address any delays.

- g. Management will i) post a legible copy of this MOA on the OHCM website under GSFC-AFGE Collective Bargaining Agreement, currently found at [http://ohcm.gsfc.nasa.gov/Labor\\_Relations/AFGE/afgecontents.htm](http://ohcm.gsfc.nasa.gov/Labor_Relations/AFGE/afgecontents.htm), and ii) notify employees of this agreement accordingly, within seven (7) working days of the agreement's effective date.

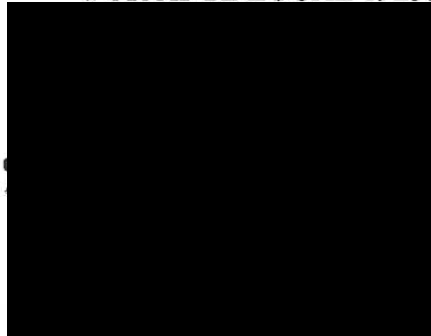
4. The parties agree to this MOA as written above.

FOR AGENCY:



2/7/14  
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FOR AFGE LOCAL 1923:



2-7-14  
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## APPENDIX A.

### RECONSIDERATION UNDER NCPP

1. The Non-Competitive Promotion Process provides a variety of options for reconsideration of denied position review requests. The reconsideration process helps ensure the employee is given fair and due consideration of any request for a review of their position. However, it is important to recognize that *the reconsideration process does not guarantee a promotion*. It is simply a mechanism whereby an employee is afforded the opportunity to present his/her rationale as to why an NCPP request should be pursued.

It is best if the employee follows the normal supervisory chain of command; however, there is no requirement to do so. An employee may bypass a given supervisory level and go directly to the next higher supervisory level for reconsideration, or to the NCPP Ombudsperson, or directly to OHCM (Code 113) where he/she may request a desk audit.

Additionally, if at any time in the NCPP process an employee's position review request is denied, the employee can invoke the Alternative Process described in item 4.

2. The reconsideration process following the supervisor hierarchy is as follows:

- If a supervisor denies an employee's request for a position review under NCPP, that supervisor will meet with the employee and provide a written explanation for the denial to the employee within 10 working days of the denial. If a meeting with employee and supervisor does not occur the supervisor will provide a written explanation to the employee within 10 working days of the denial. If the employee is dissatisfied with that result, or does not meet with his/her supervisor within the 10 working days, he/she can:
  - a. Seek reconsideration from the next higher level management official within 15 working days of receiving a denial notification. For example: GS-14 Position Review Requests for employees currently at the Branch/Office/Lab level the next level of reconsideration would be the Division level; for all GS-15 Position Review Requests, reconsideration would be at the Directorate level. If the request is further denied, that manager must provide a written explanation for the denial to the employee within 10 working days of the denial.
  - b. If the employee is dissatisfied with the reconsideration decision in step a., above, the employee may proceed to the next higher level management official (if one exists). If the position review request is denied, the manager must provide a written explanation for the denial to the employee within 10 working days of denial.
  - c. If the employee is dissatisfied with the reconsideration decision of management, in step a. and/or b., above, the employee may seek assistance of the NCPP Ombudsperson.

[NOTE: Employee may choose to bypass the next level of management or could go straight to the NCPP Ombudsperson for assistance. In doing so,

the employee will lose the opportunity to have the next and higher levels of management consider the request.]

- d. If the employee exhausts all levels of reconsideration and is still dissatisfied, the employee may request OHCM (Code 113) to review the position through a formal desk audit. OHCM will begin conducting the audit within 10 working days of receiving the employee's written request and the completed Request for Position Review. If the OHCM audit does not result in an increased grade, then a written evaluation statement will be provided to the employee at the time the audit is completed.

[NOTE: *Any employee may request a desk audit from OHCM at any time*]

Employees shall not be retaliated against for any reason for requesting a position review for a non-competitive promotion or for invoking the "Reconsideration" process.

If a bargaining unit employee's Request for Position Review is denied they are entitled to union representation.

### 3. NCPP OMBUDSPERSON:

The NCPP Ombudsperson will serve as an informal, confidential, and neutral channel to facilitate resolution of issues related to the NCPP process by mediating, investigating and/or facilitating the process to ensure a position review request is being appropriately considered. All information will be kept confidential unless the requestor gives permission to engage others. The NCPP Ombudsperson will not serve as a representative or advocate for the requestor; however, the NCPP Ombudsperson will advocate for fair and equitable NCPP administration and that the employee receives due process outlined in processes a through d above. This will occur through obtaining an understanding of an issue from all perspectives, identifying and clarifying problems to facilitate resolution, and assisting in obtaining information or conducting independent interviews to ensure unbiased perspectives.

The NCPP Ombudsperson will not replace the official position classification appeals process and will not have classification authority (i.e., the NCPP Ombudsperson will not determine whether an employee should or should not be promoted).

The Deputy Director for Science and Technology (DDS&T) will serve as the primary Ombudsperson for NCPP. The Deputy Center Director will serve as the NCPP Ombudsman in the absence of the DDS&T.

### 4. The Alternative Reconsideration Process is as follows:

- The employee contacts the NCPP Ombudsperson requesting reconsideration of a denied position review request for a non-competitive promotion by line management.

- The NCPP Ombudsperson will chair and convene a board of 3 or 5 members (including the Ombudsperson) for review of the appeal. In addition to the chairperson the board makeup will be comprised of:
  - At least one technical person, but no more than two from outside the employee's branch and inside the division.
  - At least one technical person, but no more than two from outside of the employee's division and inside the directorate.

Note: An AFGE representative may be present as a non-consensus member during board meetings for BUE position reviews. AFGE will be provided with at least two business days advance notice of the board's meeting date and time.

- As needed, the NCPP Ombudsperson may also engage other non-consensus Civil Servant consultants to support the panel who have additional experience and technical expertise necessary to help the Board understand the duties and complexities related to the position under review.
- The NCPP Ombudsperson and board shall reach a consensus decision. If the board's decision is that the package continues through the reconsideration process, the board will forward their decision to the denying official in writing and the employee's package shall move forward to the next step in the process. If the Board's decision is to sustain the promotion denial, then the employee will be provided with a written explanation of the Board's decision within 15 work days of that decision. If additional time is needed, management can request an extension from AFGE.
- The NCPP Ombudsperson may also request a desk audit from OHCM. If the desk audit supports the promotion, the promotion will occur and the reconsideration process will end. If the desk audit does not support the promotion, the employee can initiate the Internal Classification Appeals process in Appendix B or initiate the Classification Appeals process for the federal employees in Appendix C.



## **APPENDIX B**

### **INTERNAL CLASSIFICATION APPEAL PROCESS UNDER Non-Competitive Promotion Process (NCP)**

An Internal Classification Appeal is the GSFC process an employee may use to review a grade level decision made by OHCM prior to appealing outside of the Center. If an employee receives an unfavorable classification decision from OHCM (i.e., denial of a non-competitive promotion), she/he can appeal based on the following process within 30 calendar days:

- The employee contacts the NCPP Ombudsperson requesting an appeal of the classification decision by OHCM.

The NCPP Ombudsperson will chair and convene a board of 3 or 5 members (including the Ombudsperson) for review of the appeal. In addition to the chairperson the other board members will be comprised of the following:

- At least one technical person, but no more than two from outside the employee's branch and inside the division.
- At least one technical person, but no more than two from outside of the employee's division and inside the directorate.

Note: An AFGE representative may be present as non-consensus member during board meetings for BUE classification appeals. AFGE will be provided with at least two business days advance notice of the board's meeting date and time.

- As needed, the NCPP Ombudsperson may also engage other non-consensus Civil Servant consultants to support the panel who have additional experience and technical expertise necessary to help the Board understand the duties and complexities related to the position under review.
- The NCPP Ombudsperson and Board members shall reach a consensus decision. The board will either sustain the HR specialist's decision or decide to request the HR Director to conduct a second review of the classification. As part of the second desk audit, the employee will be provided the opportunity to submit any additional supporting or clarifying information for the second classification review.
- A second Classification review will be conducted by another Human Resources (HR) specialist with classification authority who was not involved with the first classification review. The findings of the second classification review will be final.
- A written explanation of the Board's decision and/or the result of the second review will be provided to the employee within 15 work days of that decision. If additional time is needed, management can request an extension from AFGE.

Bargaining unit employees are entitled to AFGE representation during the appeals process.

Should the employee be dissatisfied with the outcome of this process, they may request a formal classification appeal. This appeal process is outlined in the "Classification Appeal for Federal Employees" document, Appendix C.

## APPENDIX C.

### CLASSIFICATION APPEALS FOR FEDERAL EMPLOYEES

A classification appeal is the formal process to be used to dispute the final grade level decision made by OHCM. Any employee may file a classification appeal. Employees are encouraged, but not required, to file all appeals through each lower level in order to ensure the maximum opportunity for independent review and corrective action, if warranted. The various levels of appeal are to: the Center HR Director, NASA Headquarters (HQ), or the Office of Personnel Management (OPM).

#### For GS employees:

A GS employee may appeal the classification of their position at any time. GS employees may select any or all of the following options which must be pursued separately and in the sequence indicated, i.e., if you appeal directly to OPM you cannot then go back to the agency.

The following options are available:

1. File an appeal with the Center Human Resources Director; or the Director, Workforce Management and Development Division, NASA HQ. A classification may be appealed to the Director, Workforce Management and Development Division, NASA HQ, or to the appropriate OPM Oversight Office, or both sequentially. Also, a classification decision made by the Director, Workforce Management and Development Division, NASA HQ, may be appealed to the appropriate OPM Office. For further information review NPR 3511.1 at: <http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=3511&s=1>

The Agency offices have the option of forwarding the appeal to OPM without issuing a final decision. In this case the appeal must be forwarded to OPM within 30-calendar days of receipt and the employee must be notified in writing of this intention and his or her concurrence obtained. If the employee does not concur, the appeal will be cancelled (if an employee is unavailable to respond within the 30 day limit, additional time will be given in order to obtain a response).

2. File an appeal to OPM *through* the Director, Workforce Management and Development Division, NASA HQ. The Agency has to act on the appeal within 60-calendar days from the date of initial receipt, or forward to OPM.
3. File an appeal directly to OPM. OPM is the final authority for all classification appeals. Appeals to OPM must be in writing and directed to the appropriate OPM Oversight Office. There are no time limits on when you can submit an appeal. For further information go to <http://www.opm.gov/classapp/index.asp>

NOTE for OPM appeal decision only: If an OPM appeal decision results in a finding that the employee's position should be upgraded; the employee will be promoted based on the OPM recommendation. If an OPM appeal decision results in a finding that the employee's position should be downgraded; the position will be downgraded.

Employees' shall not be retaliated against for any reason for applying for a non-competitive promotion or invoking the any of the "Appeals" processes.

**Information required when filling a classification appeal within the Agency:**

The appeal must be in writing and signed by the employee. The letter must include the following items:

- 1) Employees name, mailing address and office telephone number.
- 2) Position description number, title, pay plan, series and grade of the position and copy of the position description.
- 3) The name and location of the organizational unit of the position.
- 4) The title, pay plan, series, and grade of the classification being sought.
- 5) Factual presentation of the reasons why the employee believes the position is not properly classified.
- 6) If applicable, the name, address and telephone number of the employee's representative (e.g., union representative, attorney, etc.) if one has been designated.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN GODDARD SPACE FLIGHT CENTER,  
WALLOPS FLIGHT FACILITY  
&  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 1923**

**PARTIES**

This Memorandum of Understanding (MoU) is entered into, by and between, Goddard Space Flight Center (GSFC), Wallops Flight Facility (WFF) (“Employer” or “Agency”) and the American Federation of Government Employees (AFGE), Local 1923, “Union”), also referred to as the parties.

**PURPOSE**

The purpose of this MoU is to document the differences between the parties’ negotiated Non Competitive Promotion Process (NCPP) MoA appendices and the appendices that will be posted on the OHCM NCPP web page.

**UNDERSTANDINGS**

The NCPP was negotiated with more than one union located at GSFC. The appendix identities differ within each respective union’s MoA. Since the NCPP documents posted on the following NCPP Web Page <http://ohcm.gsfc.nasa.gov/NCPP/home.htm> are posted for the use of all GSFC employees, the parties agree to the following understandings:

1. The Appendix references in the Reconsideration, Internal Classification Appeal Process and Classification Appeals For Federal Employees documents shall respectively read:
  - a. Reconsideration – “Appendix F for GESTA Employees/Appendix A for AFGE employees”.
  - b. Internal Classification Appeal Process – “Appendix G for GESTA employees/Appendix B for AFGE employees”.
  - c. Classification Appeals for Federal Employees – “Appendix H for GESTA employees/Appendix C for AFGE Employees”.
2. In the Reconsideration Document, the last sentence of the last paragraph of item #2 shall read, “If a bargaining unit employee’s Request for Position Review is denied, they are entitled to union representation of their respective union (e.g. GESTA/AFGE).
3. In the Reconsideration document, item #4, second bullet, the “Note” paragraph shall read as follows:

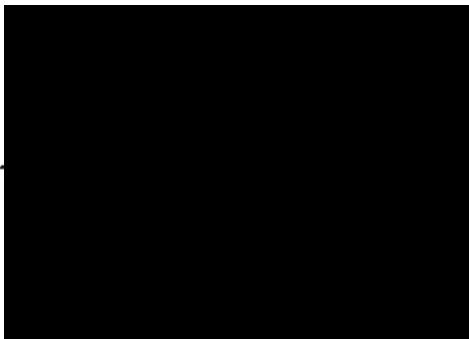
“The respective union representative (GESTA/AFGE) may be present as a non-consensus member during board meetings for BUE position reviews. The union will be provided with at least two business days advance notice of the board’s meeting date and time.”

4. In the Reconsideration document, item #4, fourth bullet, the union acronym, "AFGE" will be replaced with "the respective union GESTA/AFGE."
5. In the Reconsideration document, item #4, last bullet, the language "in Appendix B" and "in Appendix C" will be removed.
6. In the Internal Classification Appeal Process document, the "Note" paragraph in the first bullet, shall read as follows:  
  
"The respective union representative (GESTA/AFGE) may be present as a non-consensus member during board meetings for BUE classification appeals. The respective union (GESTA/AFGE) will be provided with at least two business days advance notice of the board's meeting date and time."
7. In the Internal Classification Appeal Process document, the union acronym, AFGE, located in the last bullet and the following paragraph will be removed and replaced with "the respective union GESTA/AFGE".

The parties agree the above changes **do not** supersede the NCPP MoA negotiated by the parties.

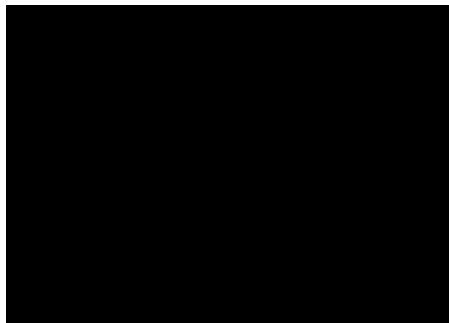
The parties agree the negotiated NCPP MoA in its entirety will be posted in the Union's link in the OHCM home page.

FOR AGENCY:



2/26/2014  
DATE  
(g)

FOR AFGE LOCAL 1923:



2-26-14  
DATE

**MEMORANDUM OF AGREEMENT  
BETWEEN GODDARD SPACE FLIGHT CENTER,  
WALLOPS FLIGHT FACILITY  
&  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 1923**

This Memorandum of Agreement (MoA) is entered into, by and between, Goddard Space Flight Center (GSFC), Wallops Flight Facility (WFF) (“Employer” or “Agency”) and the American Federation of Government Employees (AFGE), Local 1923 (“Union”), also referred to as the parties.

The purpose of this MoA is to identify the agreement of the parties to accept and implement the changes of the Agency’s Employee Performance Communication System (EPCS) as outlined in the National Aeronautical Space Administration, Washington, DC and the Labor Caucus of the Labor management Forum MoA Addendum signed March 25, 2013.

Where there are conflicts between this MoA and Article 20, *Performance Appraisal*, of the current Collective Bargaining Agreement (CBA) between the parties (currently found at [http://ohcm.gsfc.nasa.gov/Labor\\_Relations/AFGE/afgear20.htm](http://ohcm.gsfc.nasa.gov/Labor_Relations/AFGE/afgear20.htm)), the provisions of this MoA supersedes. Otherwise, the term CBA takes precedence.

The EPCS changes are as follows:

1. Effective in the 2012-13 appraisal period, summary ratings will be determined by calculating the average of 3, 4, and 5 element ratings with the following thresholds:
  - 3.0 - 3.9999 = 3 summary rating
  - 4.0 - 4.9999 = 4 summary rating
  - 5.0 = 5 summary rating
  - If any element is rated 2, the summary rating is a 2
  - If any element is rated 1, the summary rating is a 1
2. Effective beginning with the 2013-14 appraisal cycle, individual performance elements will be rated at one of three levels:
  - Substantively Exceeds Expectations (Level 5) – Performance that consistently exceeds the performance standards to a substantial degree for the element.
  - Meets Expectations (Level 3) – Performance that fully and consistently meets the performance standards identified for the element.
  - Fails to Meet Expectations (Level 1) – Performance that fails to meet the established performance standards for the element.

Needs Improvement (Level 2) will be eliminated at both the element and summary rating levels. Summary ratings will be determined by calculating the average of 3 and 5 element ratings with the following thresholds:

- 3.0 - 3.9999 = Fully Successful (Level 3) summary rating
- 4.0 - 4.9999 = Accomplished (Level 4) summary rating
- 5.0 = Distinguished (Level 5) summary rating

- o If any element is rated 1, the summary rating is Unacceptable (Level 1)

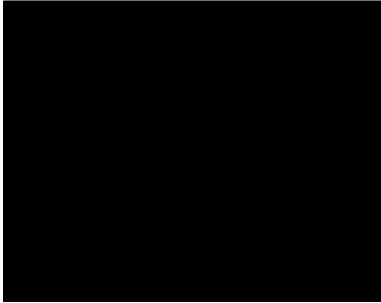
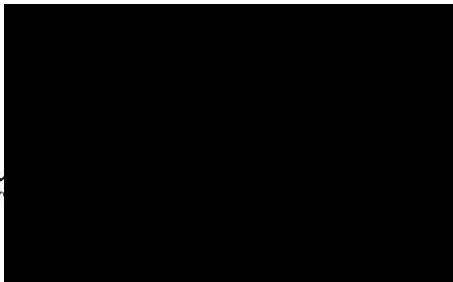
This change in the EPCS rating structure is not intended to alter the overall distribution of ratings.

Nothing in this Agreement is intended to conflict with current law or regulation. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect. Any future changes to the Agency EPCS that are contrary to this agreement shall be submitted to the Union for their review.

The parties agree to this MoA as written above.

FOR AGENCY:

FOR AFGE LOCAL 1923:



4/11/2013  
DATE

4-11-13  
DATE



**MEMORANDUM OF UNDERSTANDING  
BETWEEN GODDARD SPACE FLIGHT CENTER,  
WALLOPS FLIGHT FACILITY  
&  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 1923**

This Memorandum Of Understanding (MOU) is entered into, by and between, Goddard Space Flight Center (GSFC), Wallops Flight Facility (WFF) (“Employer” or “Agency”) and the American Federation of Government Employees (AFGE), Local 1923 (“Union”), also referred to as the parties. This MOU documents the parties’ understanding of the Work Schedule Policy at GSFC, WFF.

The parties hereby supplement Article 6, *Basic Workweek and Hours of Duty*, of the current Collective Bargaining Agreement (CBA) ([http://ohcm.gsfc.nasa.gov/Labor\\_Relations/AFGE/afgeart6.htm](http://ohcm.gsfc.nasa.gov/Labor_Relations/AFGE/afgeart6.htm)) as follows:

1. The core hours identified in Article 6 of the current CBA will no longer apply. There will no longer be core hours associated with any AWS.
2. The 40-hour Flexible Work Schedule (FWS) known as Flexitour will be 8 hours per day Monday through Saturday within the 24-hour day.
3. AFGE Bargaining Unit Employees may request a variety of work schedules such as a 5/4-9 or 4-10 Alternative Work Schedule (AWS). The basic work schedule of a 4-10 will consist of four (4) ten (10) hour workdays and one day off in every 40-hour period. A variety of AWS’ may be established as these are two examples. Others may be established in accordance with the parameters established by the Center’s existing work schedule policy, currently known as GPR 3600.1C, dated 10/12/2012.
4. The FWS known as Maxiflex will be 80 hours of work within a pay period. The hours per work week are 30 hours minimum, 50 hours maximum, Monday through Saturday. The maximum regularly scheduled work hours for any given work day will be 12 hours and no more than 3 consecutive 12-hour work days.
5. A work schedule may include a maximum of two regularly scheduled, uncompensated breaks in the workday (i.e. lunch and a break for other employee needs). An employee’s arrival/departure times shall reflect the amount of time taken for these uncompensated breaks. For example, a 30-minute lunch and a subsequent 2-hour break within a 9-hour workday could occur between the arrival/departure times of 7:00 a.m. and 6:30 p.m.

A second break or a break for purposes other than lunch may be a part of the FWS. This break is an option that can be requested by an employee as a part of the FWS.

Although like other scheduling options, this break is subject to supervisory approval, a supervisor shall not require such a break in an employee's schedule. A possible application of such a break may be for an employee to leave the worksite to attend to personal needs such as an appointment or brief period of family member care followed by a pre-scheduled completion of the day's work hours in a telework arrangement.

6. Lunch:

- a) There is no minimum or maximum length of time for lunch but the length of the lunch breaks are a part of the pre-approved work schedule, including commensurate arrival/departure times. The specific hour of the day that lunch is taken does not need to be pre-approved unless warranted by the needs of the organization.
- b) An employee who does not take a break for lunch may request a work schedule that does not include a lunch break. This is an option only for employees who do not stop their work in order to eat lunch. Leaving the office to obtain food to be eaten in the office is considered a break for lunch. Although an employee may request this option, a supervisor shall not require an employee on an FWS to forego a minimum lunch break of 30 minutes.

Where there is a conflict between a term or condition within the Center's work schedule policy in existence at the time of this MOU (i.e. GPR 3600.1C), and a term or condition within Article 6, *Basic Workweek and Hours of Duty*, of the current CBA between the parties, the term or condition providing the greater personal benefit to the employee supersedes.

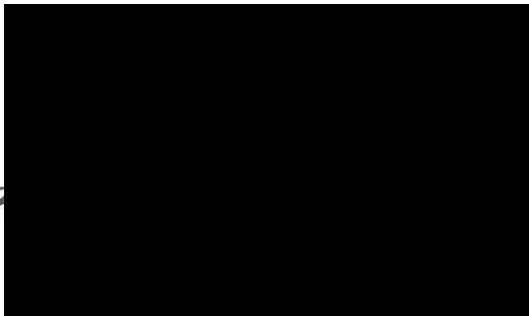
This MOU may be reopened for amendment or change at any time by mutual agreement of the Union and management. Otherwise, this MOU shall remain in full force and effect.

This MOU does not affect any other provisions in the CBA.

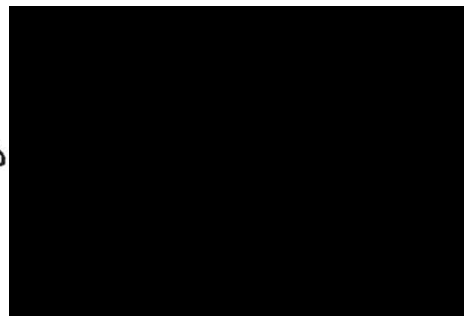
This MOU shall be distributed to bargaining unit employees within three (3) working days from the date of signing by both parties.

FOR AGENCY:

FOR AFGE LOCAL 1923:



6/21/2013  
DATE



6-21-13  
DATE

**MEMORANDUM OF AGREEMENT  
BETWEEN GODDARD SPACE FLIGHT CENTER  
&  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 1923**

1. This Memorandum of Agreement (MoA) is entered into, by and between, Goddard Space Flight Center (GSFC), Wallops Flight Facility (WFF) (“Employer” or “Agency”) and the American Federation of Government Employees (AFGE), Local 1923 (“Union”), also referred to as the parties.

2. The purpose of this MoA is to identify the negotiated agreed to issues, by the parties, pertaining to the forthcoming Goddard Procedural Requirements (GPR) 8715.5B, Fire Protection at Goddard Space Flight Facility.

3. The parties agree to the following:

- a. Employees may request the use of a space heater through their supervisors. Procedures for approval/disapproval are as follows:
  1. A supervisor issues, in writing, approval of such use to the employee;
  2. The written approval includes measures that must be taken in order to safely operate the device;
  3. A supervisor issues, in writing, disapproval of such use to the employee;
  4. The written disapproval states the grounds for disapproval;
  5. If an employee is dissatisfied with the justification for denial, the employee may file a grievance in accordance with the negotiated grievance procedure, Article 16, if the employee elects this procedure.
- b. The respective language in the Fire Protection GPR, Section 5.2 will be revised as follows:
  1. Portable space heaters are prohibited unless permitted and approved in writing by the employee’s supervisor.
  2. Only electric space heaters that are UL listed will be permitted.
  3. All unapproved portable space heaters shall be immediately removed from GSFC facilities.
- c. Both management and employees are responsible to ensure space heaters being used are UL certified and meet all standards set forth in GPR 8715.5.B. Personal space heaters purchased by the employee that are not UL certified are to be removed by the employee. Personal heaters removed during safety inspections where the employee was not present will be returned to the employee.

- d. Only UL listed Factory Mutual (FM) approved electrical appliances shall be permitted for use in GSFC facilities. Toaster ovens and open coiled appliances are not permitted in any GSFC facilities.
- e. The parties agree safety inspections will comply with **29 CFR 1960.25 (c)** which states, "All areas and operations of each workplace, including office operations, shall be inspected at least annually. More frequent inspections shall be conducted in all workplaces where there is an increased risk of accident, injury, or illness due to the nature of the work performed. Sufficient unannounced inspections and unannounced follow-up inspections should be conducted by the agency to ensure the identification and abatement of hazardous conditions."

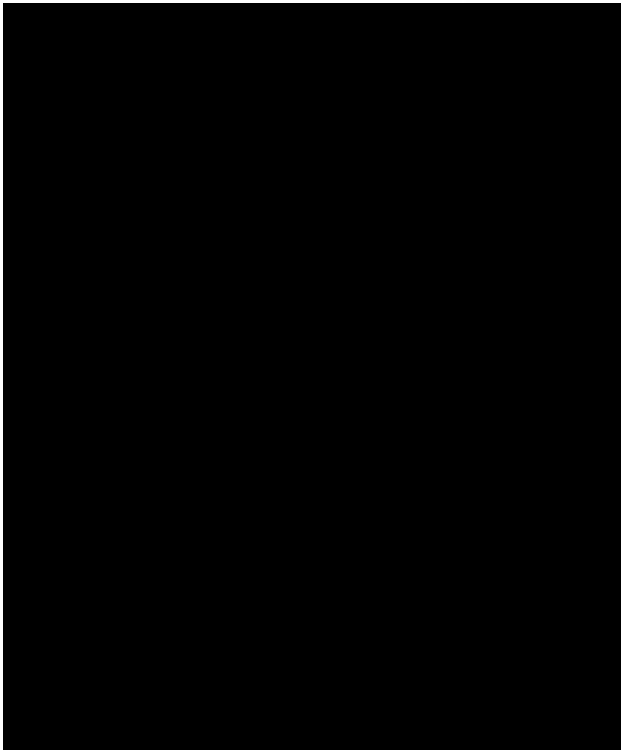
When safety inspection notification is provided, the inspection will not be conducted any earlier than three (3) full working days from the date of notification.

Employees can find the results of their building inspection in the Safety health Environmental Tracking "SHETRACK" system located at the following web page, <https://safety.msfc.nasa.gov/apps/isd/index.php>.

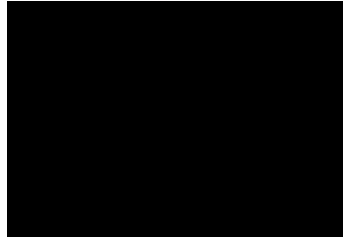
- f. Management will distribute any agreement reached between GSFC and AFGE as a result of this negotiation to bargaining unit employees no later than five (5) working days after effective date of this agreement

4. The parties agree to this MoA as written above.

FOR AGENCY:



FOR AFGE LOCAL 1923:



1-28-14

DATE

**MEMORANDUM OF UNDERSTANDING  
BETWEEN GODDARD SPACE FLIGHT CENTER,  
WALLOPS FLIGHT FACILITY  
&  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 1923**

**PARTIES**

This Memorandum of Understanding (MoU) is entered into, by and between, Goddard Space Flight Center (GSFC), Wallops Flight Facility (WFF) ("Employer" or "Agency") and the American Federation of Government Employees (AFGE), Local 1923, "Union", also referred to as the parties.

**PURPOSE**

The purpose of this MoU is to document the parties' understandings to the implementation of mandatory PIV card use.

The parties understand the following:

- 1) Login via NDC domain username and password be permitted for employees whose workstations have not been provided fully operational Smartcard readers.
- 2) Through the ITCD NASA Enterprise Applications Competency Center (NEACC), an Identity Management & Account Exchange (IdMAX) system automated e-mail notification is sent to employees notifying of their PIV card and/or certificate expirations at a 60-day and 30-day date prior to expirations. The GSFC Protective Services Division Badging Office is responsible for and will assist employees processing the renewal of certificates.

However, employees, at any time, may identify the expiration of their PIV smartcard/certificates. This can be accomplished by clicking on the windows icon at the lower left hand corner of their computer screen and follow the following steps: (Note: PIV card must be inserted for this function to be completed.)

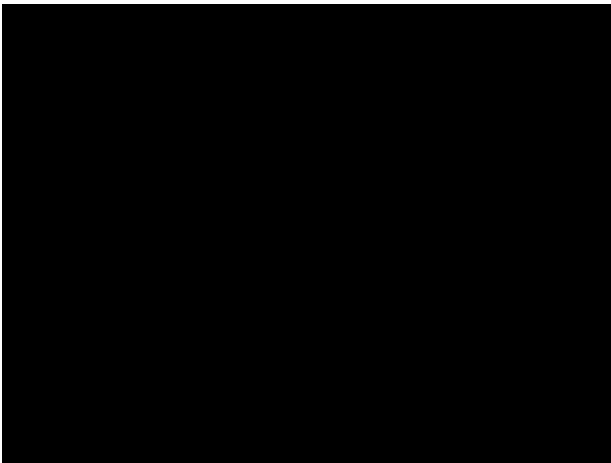
**Steps:**

1. Select All Programs
  2. Select ActivIdentity Folder
  3. Select ActivClient Folder
  4. Select UserConsole Application
  5. Select View my certificates in the left tab
  6. Select View this certificate in the left tab
  7. The View From & To tabs indicate certificate lifetime
- 3) The PIV Smartcard technology shall permit employees to remove their Smartcard from the reader after successful login. Additionally, NASA will develop a "pop up" application that reminds employees of this permission to remove their PIV Smartcard. Once completed, notice will be provided to employees of this application.

Exception: PIV Smartcard usage will be required while using encrypted email as well as during various Code 200 and Code 400 applications while teleworking.

- 4) When an employee has reported to work and in the event a PIV Smartcard is left home or otherwise forgotten, an employee's computer will be temporarily exempted from the requirement for Smartcard login. In this event the employee shall then be able to use his/her Agency user-id and password to login to their computer. This capability can be accomplished through calling the Enterprise Service Desk services at (877) 677-2121 or extension 66-3100 from WFF.
- 5) If an employee's PIV Smartcard is damaged, stolen or permanently lost, an employee's computer will be temporarily exempted from the requirement for Smartcard login. In this event the employee shall then be able to use his/her Agency user-id and password to login to their computer. This capability can be accomplished with the services of the Enterprise Service Desk. Employees can contact the Enterprise Service Desk services at (877) 677-2121 or extension 66-3100 from WFF. Remote location assistance can only be accomplished if the employee has VPN capability.
- 6) Any collective bargaining agreement covering this initiative will be posted to the Center's website under [http://ohcm.gsfc.nasa.gov/Labor\\_Relations/AFGE/afgecontents.htm](http://ohcm.gsfc.nasa.gov/Labor_Relations/AFGE/afgecontents.htm), no later than ten (10) workdays after the agreement's effective date.
- 7) The parties agree to this MOU as written above.

FOR AGENCY:



FOR AFGE LOCAL 1923:



8-22-14  
\_\_\_\_\_  
DATE

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**BETWEEN**  
**GODDARD SPACE FLIGHT CENTER (GSFC) AND**  
**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE)**  
**LOCAL 1923, AFL-CIO**  
**Official Time Labor Category Changes**

**PARTIES**

The parties to this MoU are the NASA GSFC (hereafter, GSFC or management) and the AFGE, Local 1923 (hereafter, AFGE or Union) contingent of the Labor Caucus of the Labor Management Forum established under Executive Order (E.O.) 13522, Creating Labor-Management Forums to Improve Delivery of Government Services.

**AUTHORITY**

This MoU is authorized under the provisions of E.O. 13522 and the plans implementing this E.O.

**PURPOSE**

This MoU between GSFC and AFGE serves to document the terms and conditions concerning the changes in Official Time Labor Categories to implement the Office of Personnel Management (OPM) guidance concerning this initiative.

**AGREEMENT**

The Union and management agree to the following terms and conditions discussed between AFGE and the Office of Human Capital (OHCM) during its Pre-Decisional Involvement (PDI) session on August 7, 2017:

- 1) The parties agree that this policy will not result in changes to each Official Time Activity – also known as Work Breakdown Structure (WBS) - currently indicated in WebTADS, and used for the respective Labor-management activities:
  - a. 736466.01.08.04.10.01.03 REG GSFC-AFGE NON-GRIEVANCE ACTIVITIES – Used for 1) formal committees/discussions where AFGE has a seat, and work related to such, 2) Labor-Management Training, 3) Legislative

activities, Labor-Management Committee work where a grievance/complaint IS NOT the topic for discussion.

- b. 736466.01.08.04.10.01.01 REG GSFC-AFGE NEG/RENEG CBA – Used for work related to the negotiation of a new term CBA.
- c. 736466.01.08.04.10.01.02 REG GSFC-AFGE OTHER THAN CBA – Used for work related to the negotiation of a mid-term agreement resulting from proposed policies by GSFC for matters not covered by the existing term CBA.
- d. 736466.01.08.04.10.01.05 REG GSFC-AFGE OTHER UNION ACTIONS – Used for work related to 1) grievances, unfair labor practices (ULP) or other formal complaints and 2) Labor-Management Committee functions where a grievance/ULP/complaint is the topic for discussion.
- e. 736466.01.08.04.10.01.04 REG GSFC-AFGE FLRA – Used when performing activities before the Federal Labor Relations Authority (FLRA).
- f. 736466.01.08.04.10.01.06 REG GSFC-AFGE LABOR MANAGEMENT FORUM – Used when performing activities in support of the Center’s Labor-Management Forum (LMF) Implementation Plan.
- g. 736466.01.08.04.10.01.07 REG GSFC-AGENCY AFGE LABOR MANAGEMENT FORUM – Used when performing activities in support of the agency-wide Labor-Management Forum.

2) Whereas agency employees previously associated their official time as described above under the ‘regular’ (REG) labor category (similar to NASA job-related charges), employees will now, under normal circumstances, associate their official time as enumerated above with one of the following labor categories:

<b>Labor Category Description</b>	<b>Abbreviation in WebTADS</b>
Labor Relations Term-Negotiations	LRT
Labor Relations Mid-Term Negotiations	LRM
Labor Relations Dispute	LRD
Labor Relations General Labor Management Relations	LRG



- 3) Normally, the labor categories are associated with the above Official Time WBS' as follows:

<b>OFFICIAL TIME WBS/DESCRIPTION AS INDICATED IN WEBTADS</b>	<b>RELEVANT LABOR CATEGORY AS INDICATED IN WEBTADS</b>
736466.01.08.04.10.01.01 REG GSFC-AFGE NEG/RENEG CBA	LRT
736466.01.08.04.10.01.02 REG GSFC-AFGE OTHER THAN CBA	LRM
736466.01.08.04.10.01.03 REG GSFC-AFGE NON-GRIEVANCE ACTIVITIES	LRG
736466.01.08.04.10.01.04 REG GSFC-AFGE FLRA	LRD
736466.01.08.04.10.01.05 REG GSFC-AFGE OTHER UNION ACTIONS	LRG
736466.01.08.04.10.01.05 REG GSFC-AFGE OTHER UNION ACTIONS	LRD
736466.01.08.04.10.01.06 REG GSFC-AFGE LABOR MANAGEMENT FORUM	LRG
736466.01.08.04.10.01.07 REG GSFC-AGENCY AFGE LABOR MANAGEMENT FORUM	LRG

- 4) Rare circumstances may compel official time activity to be performed outside of normal working hours. Compensation for such hours will be in accordance with applicable laws and regulations. Accordingly, the following categories, will be accounted for in the labor categories described above,;

- a) Compensatory Time Earned (CTE)
- b) Compensatory Time Used (CTU)
- c) Travel Compensatory Time Earned (TCTE)
- d) Travel Compensatory Time Used (TCTU)
- e) Credit Hours Earned (CRE)
- f) Credit Hours Used (CRU)

g) Overtime in lieu of Compensatory Time (OT)

Any hours charged for items listed in a-g above will be applied to the applicable categories listed in item #3 above. For example, if credit hours were earned in relation to a dispute, they should be counted in the Labor Relations Dispute totals under the appropriate WBS code.

- 5) The use of the labor categories above does not change the manner in which official time is currently requested or approved, as established by government-wide law, rule or regulation, the parties collective bargaining agreement(s) (CBA), or otherwise.
- 6) The use of the labor categories above does not change entitlements to official time as established by government-wide law, rule or regulation, the parties collective bargaining agreement(s) (CBA), or otherwise.
- 7) The parties recognize the changes described herein as a departure from decades of precedent, and errors associated with using the new labor categories are to be expected. Accordingly, and to the extent employees are required by WebTADs to manually input the relevant labor categories, a presumption of good-faith shall exist. Employees shall be free of undue scrutiny for erroneous timecard entries that are inadvertent or unintentional in nature.
- 8) The changes in labor categories shall not be used to retaliate against Union representatives, nor shall they be applied in any other arbitrary and capricious manner.
- 9) Guidance regarding this initiative shall be provided on the Center's Labor Relations website no later than ten (10) workdays after the effective date of this MoU.

## **MODIFICATION**

Changes to this MoU may only be made with the mutual consent of both parties and must be reduced to writing.

## **OTHER PROVISIONS**

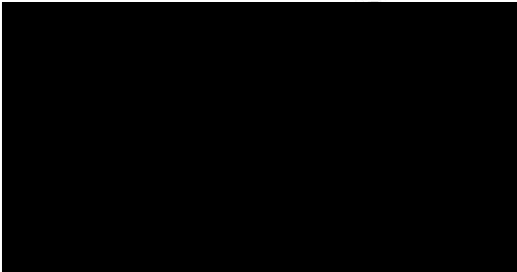
This MoU does not negate, modify or otherwise alter the terms and conditions of the existing Collective Bargaining Agreement (CBA) between the parties, nor does it preclude any duty to engage in PDI or statutory bargaining on matters not covered by this MoU.

**EFFECTIVE DATE**

This MoU shall take effect immediately upon the signature of both parties. A signed copy of this MoU shall be posted on the Center’s Labor Relations website no later than ten (10) workdays after the effective date of this MoU.

**FOR THE UNION**

**FOR MANAGEMENT**



9-18-17

9/18/17

FOR  
1