



**AGREEMENT**

*between the*

**NASA-LEWIS RESEARCH CENTER**

*and*

**THE LEWIS ENGINEERS AND SCIENTISTS ASSOCIATION  
LOCAL 28  
INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS AFL/CIO-CLC**

***EFFECTIVE: AUGUST 10, 1984***

## TABLE OF CONTENTS

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE/S</u>
PREAMBLE		1
RECOGNITION AND UNIT DESIGNATION.....	1	2
REGULATORY REQUIREMENTS.....	2	3
RIGHTS OF THE CENTER.....	3	3-4
RIGHTS OF THE UNION .....	4	4-5
RIGHTS OF EMPLOYEES.....	5	5-6
EFFECT OF AGREEMENT .....	6	7
LABOR-MANAGEMENT MEETINGS.....	7	8
INFORMATION TO THE UNION.....	8	9
UNION REPRESENTATION .....	9	9-13
WORKWEEK AND TOUR OF DUTY .....	10	13-17
CHANGES IN WORK ASSIGNMENTS .....	11	18
DETAILS .....	12	19-20
OVERTIME .....	13	20-22
TRAVEL .....	14	22-25
ADVERSE AND DISCIPLINARY ACTIONS .....	15	25-28
GRIEVANCE PROCEDURE.....	16	28-32
ARBITRATION.....	17	32-33
REDUCTION IN FORCE .....	18	34-37
COMPETITIVE LEVELS .....	19	38-39
CONTRACTING .....	20	39-40
LEAVE AND EXCUSED ABSENCE .....	21	40-46
HOLIDAYS .....	22	47
POSITION CLASSIFICATION PROGRAM .....	23	47-50

Table of Contents (cont'd)

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE/S</u>
PROMOTIONS.....	24	50-55
WITHIN-GRADE INCREASES .....	25	55-57
HAZARD PAY DIFFERENTIAL.....	26	57-58
INCENTIVE AWARDS PROGRAM .....	27	58-59
PROFESSIONAL RECOGNITION .....	28	59-60
EQUAL EMPLOYMENT OPPORTUNITY .....	29	60-62
TRAINING AND EMPLOYEE DEVELOPMENT .....	30	62-64
PERFORMANCE APPRAISAL .....	31	64-67
SAFETY AND HEALTH.....	32	68-71
OFFICIAL PERSONNEL FOLDERS.....	33	71-72
SUPERVISION.....	34	73
SOLICITATION.....	35	74
EXCHANGE ACTIVITIES.....	36	74
QUALITY CIRCLES.....	37	75
INTERGOVERNMENTAL PERSONNEL MOBILITY .....		
ASSIGNMENTS.....	38	76
GENERAL PROVISION.....	39	76-77
FACILITIES FOR UNION COMMUNICATIONS .....	40	77-79
EMPLOYEE PAYROLL ALLOTMENT FOR WITHHOLDING DUES.....	41	79-80
DISTRIBUTION OF AGREEMENT.....	42	80-81
PARKING .....	43	81
DURATION, MODIFICATIONS AND AMENDMENTS .....	44	81-82
EMPLOYER/UNION NEGOTIATING COMMITTEES.....		83

## PREAMBLE

The following Agreement is entered into between the Lewis Research Center, NASA, hereinafter referred to as "the Center" and the Lewis Engineers and Scientists Association, International Federation of Professional and Technical Engineers, Local 28, AFL-CIO-CLC, hereinafter referred to as the "Union." Throughout this Agreement, the "Union" refers to IFPTE, Local 28 and "Unit" refers to that entity described in Article 1.

The Center and the Union recognize that the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment. They further agree that the participation of employees will be enhanced through the maintenance of a constructive and cooperative relationship between the Union and the Center. Subject to law and the paramount requirements of public service, effective labor-management relations require a clear statement of the respective rights and obligations of the labor organization and Agency management.

## ARTICLE 1

### RECOGNITION AND UNIT DESIGNATION

Section 1.01. The Center hereby recognizes the Union as the exclusive representative of all Center employees:

- 1) In a unit consisting of all engineers and scientists classified in NASA Codes 200 and 700 and other employees classified in NASA Code 900, including all probationary employees in these codes, employed by the Center. There are excluded from this unit, nonprofessionals, management officials, supervisors, temporary employees, employees engaged in federal personnel work and guards. The Center further recognizes that the Union was certified as such exclusive representative by the United States Department of Labor on May 7, 1976, in Case No. 53-08774 (RO).

and

- 2) In a Unit consisting of all professional employees (accountants, attorneys, librarians, price analysts) classified in NASA Code 600 and all nonprofessional employees classified in NASA Codes 300, 500, and 600, employed the Lewis Research Center, NASA. There are excluded from this Unit all confidential employees, employees engaged in investigative an audit work, fire fighters, participants in cooperative education programs, management officials, supervisors, and employees engaged in Federal personnel work in other than a purely clerical capacity. The Center acknowledges that the Union was certified as the exclusive representative for the above-described Unit by the United States Department of Labor on April 12, 1979, in Case No. 53-10325 (RO)

## ARTICLE 2

### REGULATORY REQUIREMENTS

Section 2.01. In the administration of all matters covered by this Agreement, the parties to this Agreement are governed by existing or future laws and existing regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published NASA policies and regulations in existence at the time this Agreement was approved; and by subsequently published NASA regulations or subsequent regulations of appropriate authorities either of which involves implementing Section 2302, Title V, U.S. Code (Prohibited Personnel Practices). The parties are also governed by the terms of any controlling Agreement at a higher Agency level.

## ARTICLE 3

### RIGHTS OF THE CENTER

Section 3.01. It is agreed that Center management retains the following rights:

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

- (a) To take whatever actions may be necessary to carry out the Center mission during emergencies.
- (b) To determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, method and means of performing work.
- (f) To issue new or revise existing personnel policies and practices which do not involve matters expressly covered by this Agreement.

Section 3.02. The exercise of management's retained rights will be subject to appeal and grievance procedures where prescribed by laws and regulations and by this Agreement. In exercising this authority management will provide the Union with advance notice of its plans and will meet with the Union upon request before rendering a final decision. Nothing shall preclude the parties from negotiating as to the appropriate arrangements for employees adversely affected by the exercise of any authority under this article.

Section 3.03. In the exercise of the rights set forth under Section 3.01, it is recognized by both parties that management may hold private, informal discussions with individual employees in the bargaining unit subject, however, to the provisions of this Agreement. Nothing in the foregoing shall be construed to abridge or deny the rights of employees set forth in this Agreement.

## ARTICLE 4

### RIGHTS OF THE UNION

Section 4.01. As exclusive representative of employees in the Units, the Union is entitled to act for and negotiate agreements covering all employees in the Units. It is responsible for representing the interests of all employees in the Units without discrimination.

Section 4.02. The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices and other matters affecting general working conditions of employees in the Units.

Section 4.03. Subject to the provisions of the Privacy Act, the Union has the right to review personnel records and to be provided information relevant and necessary to its duties as the exclusive representative of employees in the Units. The Union agrees that any information furnished under this Agreement will be used solely in performing activities appropriate to under this Agreement and Chapter 71, Title V, U.S. Code.

Section 4.04. During the life of this Agreement, Center communications to the Union shall be addressed to the appropriate Union Official with a copy to the Union President.

Section 4.05. The Union has the right to hold meetings with Unit employees during non-duty hours to brief them on provisions of this Agreement and on other matters of communications. Meetings may be of the entire unit or of any sub-representational group. Upon reasonable advanced notice and subject to availability, the Center shall provide a suitable location for such meeting.

Section 4.06. The Union shall be assigned a USER ID for the IBM 370 for the purpose of representational activities. Appropriate computer time and space will be determined by the Chief, Computer Services Division. Disputes relative to time authorized will be resolved by the LRO and Union President or his/her designee.

## ARTICLE 5

### RIGHTS OF EMPLOYEES

Section 5.01. Each employee in the Unit has the right, freely and without fear of penalty or reprisal, to join or assist the Union or to refrain from any such activity. The freedom of employees to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Executive Branch, the U.S. Congress, or other appropriate authority. Neither the Center nor the Union shall interfere with, restrain, coerce, or discriminate against any employee because of membership or nonmembership in the Union, or in the exercise of rights assured by Chapter 71, Title V, U.S. Code. The Center agrees to notify all Unit employees at least once a year as to their rights under the law.



Section 5.02. All employees in the Unit have the right to bring matters of personal concern to the attention of Union representatives and/or appropriate Center official in accordance with applicable laws, regulations, policies, and the provisions of this Agreement. In bringing such matters to the attention of Center officials, the employee has the right to have a Union representative present.

Section 5.03. Any employee affected by a reduction in force or adverse action has the right to representation by the Union in pursuing an appeal of that action.

Section 5.04. Any employee covered by the terms of the Agreement shall not forfeit any rights or benefits provided under this Agreement while on detail or assignment away from the Center; however, it is understood that such employees are expected to conform to the rules and regulations in effect at the facility or office to which they may be temporarily assigned.

Section 5.05. Nothing in the Agreement shall be interpreted as requiring an employee to become or 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 deductions.

Section 5.06. The Center and the Union agree that all the provisions of this Agreement shall be applied fairly and equitably to all employees in the Unit.

Section 5.07. Employees may visit the Personnel Office, Insurance Office or Medical Services when it is necessary to do so during working hours and with prior approval of the immediate supervisor and which shall not be unreasonably withheld. Except in cases of immediate need for medical attention the time of visits to one of the above mentioned offices will be set by the immediate supervisor based on work requirements. With respect to visits to Medical Services, the employee shall not be required to disclose the medical problem which necessitates the visit.

Section 5.08. Upon request of the employee, all information disclosed during a visit with the Insurance Office, Personnel Office or Medical Services shall be considered privileged information; however, such information may be revealed to Center Management when there is a need to know said information in the performance of its responsibilities.

Section 5.09. Any employee has the right to appoint a Union representative to act in his/her behalf in any activity or situation which does not require the presence of the employee. The identity of the employee may, at the employee's option, remain anonymous.

## ARTICLE 6

### EFFECT OF AGREEMENT

Section 6.01. It is agreed that matters appropriate for consultation and negotiation with the Union include those personnel policies, practices and working conditions that are within the administrative discretion of the Center Director. Such matters include, but are not limited to: safety, training, labor management relations, employee services, methods of adjusting grievances, and reduction-in-force practices. The limitations on the Center's obligation to negotiate with respect to personnel policies, practices, and working conditions, as well as the retained rights of Center management, are as set forth in the article of this Agreement entitled, "Rights of the Center," and Chapter 71, Title 5, U.S. Code, and this Article 6.

Section 6.02. Existing Center personnel policies and practices which are expressly covered by any provision or provisions of this Agreement shall remain in effect for the duration of this agreement or until and unless changed by negotiated agreement between the parties as provided for in Section 44.03 of this Agreement.

Section 6.03. The provisions of Section 6.02 do not apply to changes in personnel policies and practices required to implement new or revised laws, directives of applicable Federal authorities outside the Agency, or Agency regulations for which a compelling need exists.

Section 6.04. The provisions of Section 6.02 do not apply to changes in personnel policies or practices which are excluded from negotiations by Article 3 of this Agreement.

Section 6.50. It is recognized that this Agreement does not alter the responsibility of either party to meet with the other to discuss matters of concern. For example: such matters may include personnel policies or practices which the Union believes to be obsolete or detrimental to the working conditions of Unit employees. To facilitate such discussions, regularly scheduled meetings will be held between the Center and Union as provided in Article 7 on Labor-Management Meetings.

Section 6.06. Nothing in this Article shall be interpreted as permitting the reopening of negotiations on any of the provisions of this Agreement except under the procedures set forth in Article 44 of the Agreement entitled, "Duration, Modification and Amendments."

## ARTICLE 7

### LABOR-MANAGEMENT MEETINGS

Section 7.01. In order to promote effective labor-management relations, it is agreed that representatives of the Center and the Union will meet on a regular basis to exchange information on matters of mutual concern and interest and to resolve problems relative to the administration of this Agreement.

Section 7.02. Labor-management meetings will be scheduled on the third Wednesday of each month, or at other times that may be mutually agreed to. To facilitate the planning of these meetings, the parties agree to exchange written agendas at least five days before the scheduled meeting date. As mutually agreed, items not on the agenda also may be discussed. A summary of the meeting discussion will be prepared by the Center and distributed to the parties.

Section 7.03. The Union attendance at regular labor-management meetings will normally be limited to four officers or representatives; however, with the prior approval of the Labor Relations Officer there may be additional Union participants. Such approval shall not be unreasonably withheld. The Center will assure the participation of management officials and staff specialists appropriate for the subject matter or problems to be discussed.

Section 7.04. When mutually agreed between the parties, additional labor-management meetings maybe arranged to include the Union Area Vice Presidents and Departmental Representatives and the Directorate Head or Division chief's from their respective areas.

Section 7.05. The Center recognizes its responsibility to keep the Union informed as to changes in its mission, reorganizations, technological changes, and other such matters which may affect employees in the Unit in order that the Union may properly discharge its responsibilities as the exclusive representative. The Labor Relations Office will at the request of the Union, make arrangements for briefings on changes of this nature.

## ARTICLE 8

### INFORMATION TO THE UNION

Section 8.01. The Center will furnish to the Union a quarterly listing of all employees in the bargaining unit, including information as to names, position titles, grades, NASA Classification Codes, Civil Service Occupational Codes, competitive level numbers, position numbers, and organizational codes.

Section 8.02. The Union will be provided a monthly report as to the additions and removals from the Unit. This report will be transmitted to the Union no later than the 15<sup>th</sup> of the month following the reporting period. The report will include the information listed in Section 8.01 for each employee newly assigned to the Unit.

Section 8.03. The Center agrees to provide the Union with copies of all NASA and Lewis Management Instructions, handbooks, and other issuances in the personnel area (subject classification code 3000 in the NASA Issuance System).

Section 8.04. Upon request to the Labor Relations Office, the Union will be advised of the Center's current manpower ceiling.

Section 8.05. Upon request the Center will provide the Union with the data referenced in Section 7114(b)(4) of Title V, U.S. Code.

## ARTICLE 9

### UNION REPRESENTATION

Section 9.01. The Center agrees to recognize and deal with all authorized officers and authorized representatives of the Union at the appropriate level of representation and to encourage them, as a matter of good labor relations, to express themselves concerning the development and administration of personnel policies, procedures, and working conditions affecting employees within the Units. The Center agrees to assure the complete absence of reprisals or intimidation in any manner whatsoever against participating Unit employees.

Section 9.02. The Center recognizes the right of the Union to designate a reasonable number of representatives and assign them areas in proximity to their place of work. The number of Union representatives shall be sufficient to assure that each employee within the Units has reasonable access to a Union representative. The Union agrees that normally no more than one appointive officer or representative will be from the same Center Branch or equivalent organizational component at the time of appointment.

Section 9.03. The Union agrees to maintain with the Center on a current basis a complete list of all elected officers and authorized representatives, together with the specific organizational component or area in which each representative is authorized to act in behalf of the Union.

Section 9.04. The Union agrees that Union representatives who are assigned area or organizational components shall normally restrict their Union representational activities to the specific work area or organizational component in which authorized by the Union to act in its behalf.

Section 9.05. Reasonable time during work hours will be provided, without charge to leave or loss of pay, to permit officers and representatives of the Union to perform representational functions on behalf of Unit employees as authorized by Chapter 71, Title V, U.S. Code, and the provisions of this Agreement. The activities for which official time is authorized will include attending meeting with representatives of the Center and conferring with employees on matters directly related to the administration of this Agreement, and complaints and grievances within the Units. The Union agrees to guard against the use of excessive time for such activities and to assure that all Union officials and representatives engage only in those activities on official time which are authorized by this Agreement and Chapter 71, Title V, U.S. Code.

Section 9.06. To perform the activities specified in Section 9.05., it is agreed that Union representatives will be authorized to leave their work areas only with their supervisor's consent, which should not be unreasonably withheld. It is understood that such requests for the use of official time will be considered in light of the Union representative's government position and the conditions existing at the time. The Union agrees that its representatives will conduct their business with dispatch and will use only the amount of official time which is necessary in light of the business to be transacted.

If the supervisor of a Union officer or representative believes that said representative's performance of Union assignments is interfering with his or her official duties, the matter will be discussed between the supervisor and the Union representative. If these differences cannot be resolved, the matter will be referred to the Labor Relations Officer and to the Union President or his/her designee for resolution.

Section 9.07. In addition to the allowance of time provided for under Section 9.05, the Center agrees to allow the Union a total of 45 hours during the work week for the purpose of staffing the Union office. The conditions of use of such time are as follows:

- a. The time allowed will be used for responding to questions from Unit members or Union representatives concerning the interpretation and application of this Agreement, for receiving and acting on informal complaints or matters of concern to employees in the bargaining Units with respect to personnel policies, practices, and working conditions, and for the preparation of comments on new or revised Center personnel policies or procedures.
- b. No part of the time allowed shall be spent on the internal activities of the Union.
- c. The Union agrees that it will use its best efforts to rotate the assignment of time in the office among its officers and representatives so that there will be minimum adverse affect on the performance of official duties by any individual. Any Union officer or representative who is assigned to the office during working hours shall make advance arrangements with his or her supervisor for the use of work time for this purpose. Where there is any disagreement as to the availability of any officer or representative to spend time in the Union office or as to the amount of time previously spent, the matter will be referred to the Labor Relations Office and the Union President, or his/her designee, for resolution.
- d. Time used under this section will not be used before 10 a.m.

Section 9.08. In the event that it is decided to change any Union officer's or representative's work area or organizational component, the Center will, unless the work conditions preclude it, give the officer or the representative concerned five (5) working days notice prior to the effective date of such change. The reasons for effecting the change will be described to the Union officer or representative involved.Section 9.09. When the supervisor agrees that the work program will not unduly suffer, the Center agrees that reasonable time off, as determined by the supervisor, will be granted for the Union President or designee to conduct internal business of the Union. When such time off is granted, it will be charged to annual leave, compensatory time, or nonpay status if paid leave is depleted.

Section 9.10. The Center shall provide the Union with office facilities which are adequate for all Union purposes insofar as it is practical. The Union further agrees to keep the office in a neat and clean condition.

Section 9.11. Official work time spent by Union officers and representatives in performing representational activities will be charged as follows:

- a. For meetings and discussions with Center management concerning personnel policies, practices, and working conditions, and the administration of this Agreement, to Special Job Order X012582.
- b. For representing Unit employees under the grievance or arbitration procedures of this Agreement, or in complaints or appeals authorized pursuant to statute or regulation, to Special Job Order X012645.
- c. For the time spent in performing activities in the Union office as authorized by Section 9.07 of this Article, to Job Order X012647.
- d. For negotiating agreements under 7131(a), Title V, U.S. Code to Job Order X012691.

The Union further agrees it will advise Unit members who have spent time during working hours meeting Union officers and representatives on matters appropriate for Union representation to charge that time to their organization PJO number.

Section 9.12. The Center agrees to make necessary arrangement for authorized local and national representatives of the international Federation of Professional and Technical Engineers to visit the Center at reasonable times subject to applicable security regulations, on appropriate business such as:

- a. To meet with management officials.
- b. To assist in the preparation and presentation of grievances.
- c. To meet with an employee at the employee's request.
- d. To accomplish special administrative assignments for the Union in its relationships with the bargaining Unit. Such representatives will make arrangements through the Labor Relations Office.

## ARTICLE 10

### WORKWEEK AND TOUR OF DUTY

Section 10.01. The normal basic workweek will consist of five (5) consecutive eight (8)-hour days which will be Monday through Friday. The standard tour of duty of for the normal workweek is presently an eight and one-half hour workday, which includes a one-half hour lunch period. During lunch period the employees will be in a nonduty status. There are now two such standard tours of duty at the Center. One is from 8 a.m. to 4:30 p.m. and the other is 8:15 a.m. to 4:45 p.m.

Section 10.02. To meet operational requirements of the Center, it will be necessary to assign certain personnel to work special tours of duty, which are tours other than the standard tour. When employees on special tours of duty work between the hours of 6 p.m. and 6 a.m., they will be given night pay differential for each hour worked in this time period. Because special tours of duty are assigned to meet work requirements associated with the operation of research facilities, such tours of duty are subject to change on short notice. Employees, however, will be given as much advance notice as feasible of any change in their scheduled hours of duty.



Section 10.03. An irregular tour of duty may be approved for an employee where it is impractical to prescribe either a standard or special tour of duty for each workday because of operational requirements of the Center. In such cases, the first 40 hours of duty or paid leave, within a period of not more than six days of the workweek constitutes the basic workweek. An employee assigned to an irregular tour of duty is expected to work the standard tour for his or her organization and deviate only when the requirements of the job dictate.

Section 10.04. The working hours of employees on a standard tour of duty may be reassigned for any workday or one workweek subject to the approval of their supervisors if there are valid work related reasons for such changes. Any reassigned hours for periods of time in excess of one workweek are subject to approval of the Director, Resources and Financial Management. Changes in the standard tour of duty will not be approved solely for the convenience of the employee.

Section 10.05. The Center agrees that the regular scheduled workweek of any employee should not be rescheduled solely to avoid paying overtime for holiday pay.

Section 10.06. The Union recognizes that the Center retains the decision-making authority on all matters associated with the hours of work and tours of duty, and that the Center has no obligation to meet and confer with the Union on these matters. The Center agrees to advise the Union of any changes contemplated in the standard tours of duty and workweek for Unit employees and to consider the views and recommendations of the Union before implementing any such changes. Employees will be given at least two (2) weeks notice of any change in the standard work hours or workweek, unless there are extenuating circumstances which preclude this much advance notice.

Section 10.07. A flexible work hours plan (flexitime) will be available to Unit employees. The plan and its conditions are as set forth below.

- a. A bargaining unit employee assigned to one of the standard tours prescribed in Section 10.01 of Article 10 may, in certain cases and/or at certain times and subject to the conditions hereinafter set forth, begin a daily tour of duty of 8½ consecutive hours (inclusive of a one-half hour lunch period) with the daily option to commence work between the hours of 7 a.m. and 9 a.m. The starting time may vary on a day-to-day basis in accordance with Section c. below. In any and all cases, employees will be required to work the hours from 9 a.m. to 3:30 p.m. (core period) excluding a one-half hour lunch period.

- b. In all cases involving an application to exercise the variable starting time option described above, the employee must give notice of his/her intent to utilize the daily option. Such notice must be served not later than Monday of the week before the commencement of the next following pay period. The notice must be registered with the employee's immediate supervisor.
- c. The optional daily starting times shall be limited to one of the following:

7:00 a.m.	8:15 a.m.
7:15 a.m.	8:30 a.m.
7:30 a.m.	8:45 a.m.
7:45 a.m.	9:00 a.m.
8:00 a.m.	

An employee reporting for work after one of the above times but on or before the next later time shall be deemed to have commenced his or her 8½ hour tour of duty as of said next later time. An employee who reports for work after 9 a.m. shall be deemed to be tardy or in a leave status, as the case may be.

- d. If, in the immediate supervisor's judgment, the request to utilize the flexible work hours plan described herein does not adversely impact the employee's job assignment, the request will be granted. The granted request shall become effective the first workday of the next following pay period. The immediate supervisor shall not arbitrarily or capriciously deny the request. Decisions to grant or deny requests shall be the product of sound judgment and analysis relative to:
  - (1) operating conditions and requirements
  - (2) associated employee, work group, and/or facilities scheduling conditions.

If the request is not granted, the employee will be so advised in writing, together with the reason or reasons for denial of the request

- e. A request once granted shall remain in effect for the duration of the Agreement subject to the following conditions:
  - (1) The immediate supervisor, in all events and circumstances, retains the right to prescribe and direct a specific starting time for an employee.
  - (2) In short-term situations wherein meeting requirements, work requirements, temporary operating conditions or requirements, scheduling problems, employee vacations, employee absenteeism, facilities operations schedules or the like require changes in employee work schedule(s), the supervisor may direct a specific starting time for the day or days affected.
  - (3) In long-term situations involving conditions such as those mentioned in (2) above the supervisor may withdraw a previously approved request for the variable starting time option. In such event, the affected employee will be notified of the withdrawal not less than five (5) days before its effective date. The affected employee may subsequently request to exercise the variable starting time option when conditions permit. The supervisor will afford the employee as much advance notice as practical when it appears conditions will permit consideration of a new variable starting time request.

Section 10.08. It is agreed that: An employee in either bargaining unit authorized to utilize the flexible work hours plan prescribed in Section 10.07 of this Agreement, may with the approval of the immediate supervisor, on any given workday, take an extended unpaid lunch period of at least 1 hour but not more than 2 hours, or alternatively one and one-half hour, without charge to annual leave or sick leave.

- a. In any and all cases, the extended lunch period referred to above may not begin earlier than 11 a.m. or end later than 1 p.m.
- b. The hours an employee works following an extended lunch period shall be consecutive and shall in the amount necessary, which when added to the hours worked prior to the extended lunch period will constitute an eight-hour tour of duty. To the extent eight hours are not worked, the shortfall will be charged to annual or sick leave, as appropriate.

- c. The immediate supervisor's decision to approve or disapprove a request for the extended lunch period provided for above, on any given day, shall be based on the considerations prescribed in Section 10.07 d. of this Agreement; provided however, that the immediate supervisor shall not approve an extended lunch period if the employee's eight hours of duty (in a paid status) for the day will not be completed by 6 p.m. of that day.

Section 10.09. In addition to the penalty an employee may subject himself/herself to for misusing Government time prescribed by current policy, any employee found to be ineffectively utilizing those hours of his or her tour which fall during the period of the immediate supervisor's absence shall be subject to a warning which may subsequently lead to denial of the flexible working hours option described in this Article for three months in the case of a second offense and indefinitely in the case of a third offense.

Section 10.10. Nothing in this Article shall be construed to:

- a. Give an employee the right to refuse to appear for work when ordered to do so;
- b. Limit management's right to require an employee or groups of employees to report for work at times other than those preferred by the employee(s) if such reporting time is necessary to accomplish the mission of the Center and/or is essential to the coordinating of work schedules of these and other employees;
- c. Require management to increase or decrease the number and/or types of personnel assigned or to establish new tours of duty for such personnel;
- d. Limit management's right to determine the methods, means, and personnel by which operational needs will be served, or
- e. Require the creation of additional shifts, the hiring or transfer of additional personnel, the changing of the organizational structure of the activity or a subdivision thereof, increase the need for overtime work, or the alternation of any staffing patterns.

## ARTICLE 11

### CHANGES IN WORK ASSIGNMENTS

Section 11.01. Employees may be reassigned at management's option to positions in new work areas or organizational elements in order to meet work load and mission requirement, to effect improved skills utilization, or to further career development. Within the framework of mission and work load requirements, the Center will attempt to provide meaningful and challenging work assignments for Unit employees consistent with their professional qualifications and career interests.

Section 11.02. The Center agrees to notify Unit employees at least three (3) working days in advance of any reassignment to a new position or work area, unless there are emergency conditions which preclude this advance notice. If there are personal reasons which cause the employee to feel he or she could not function effectively in the new assignment, they should be submitted in writing to and discussed with the responsible supervisor or management official. Within five (5) working days after the aforementioned discussion and prior to the employee's date of reassignment, the supervisor shall render a final decision, in writing, on the reassignment. In all cases the supervisor will consider the reasons submitted by the employee before making such final decision.

Section 11.03. Employee requests for reassignment will be considered based on work load requirements and staffing needs of the Center and the qualifications, career interests, and work history of the employee. The employee may also request, and will be granted consideration of his or her medical history for health reasons. Such requests should normally be directed to the employee's immediate supervisor. If there are personal reasons or circumstances where the employee is reluctant to discuss his or her interest in reassignment with the present supervisor, the employee or his or her Union representative may contact a Personnel Division Employee/Labor Relations Specialist to explore the reassignment possibilities. Employees may arrange for a Union representative to be present during discussions concerning initiated requests for reassignments. There will not be unnecessary disclosure of the elements of the discussion by either the Personnel Specialist or the Union representative.

Section 11.04. The provisions of this Article apply only to reassignments to new positions at the same grade and grade potential as the employee's current position.

## ARTICLE 12

### DETAILS

Section 12.01. A detail is the temporary assignment of an employee to a different position for a specified period with the employee returning to his or her regular position at the end of the detail period. The Center may detail employees to meet special workload requirements, to temporarily replace employees who are absent or in other situations where such actions will result in a more effective administration of work assignments. All details will be made in accordance with appropriate rules and regulations set forth in the Federal Personnel Manual.

Section 12.02. Details in excess of 30 days to a position in an occupational series or grade different from the employee's official position or record will be reported on Standard Form 52 and documented as a permanent record in the employee's official personnel folder. Such details will be confined to a maximum of 120 days unless prior approval of the Office of Personnel Management or NASA Headquarters, as applicable, is obtained.

Section 12.03. The Center will control the duration of details and assure that details do not compromise the competitive principles of the merit promotion system or the principles of job evaluation. Selections for details of more than 60 days to a higher grade or to a position with known promotion potential will be made in accordance with the competitive procedures of the Competitive Placement Plan.

Section 12.04. The Center agrees that employees not covered by the Agreement will not be detailed, for more than 60 days, to perform the professional duties of the employees within the Unit, unless determined to be qualified by the Center under applicable qualification standards.

Section 12.05. Supervisors responsible for detailing employees will notify the affected employee at least five (5) working days prior to the detail unless there are conditions which preclude this amount of advance notice.

Section 12.06. Supervisors will assure that details are reported and documented as required by the Office of Personnel Management's procedures and this Agreement. The officially assigned supervisor remains responsible for requests for personnel action and assignment of performance ratings with the input of appropriate supervisors as specified in Article 31. The supervisor to whom employees are detailed is responsible for their day-to-day work assignments, job conduct, and performance.

Section 12.07. The Center agrees to provide the Union copies of the Notice of Employee Detail form used to document the details of Unit employees.

## ARTICLE 13

### OVERTIME

Section 13.01. Overtime assignments will be distributed among employees as fairly and impartially as possible depending on the skills, abilities, and job-related knowledges required in performance of the work. Individual employees will not be assigned to work overtime against their expressed desires if management determines that the work requirements can be fully met by other employees in the organizational element who are willing to work.

Section 13.02. Overtime must be officially ordered or approved by management officials. Employees required to perform authorized overtime services will be compensated by overtime pay or compensatory time off in accordance with applicable rules and regulations and the provisions of this Agreement. No employee will be required to work uncompensated overtime.

Section 13.03. In the assignment of overtime during the workweek, the Center agrees to provide employees with advance notice unless there are emergency conditions or exigencies beyond the control of management which preclude advance notice. Employees on a regular duty schedule designated to work overtime on Saturday or Sunday will normally be notified no later than 4:30 p.m. on Thursday. When work is to be performed on a holiday, normally at least three (3) working days advance notice will be given.

Section 13.04. In the event of emergencies, retroactive approval will be granted for overtime worked if the responsible management officials determine that there are valid work related reasons for the unscheduled overtime. Disputes concerning such determinations will be subject to the grievance procedure.

Section 13.05. An employee called back for unscheduled overtime duty whether on a workday or non-workday, will be compensated for a minimum of two (2) hours regardless of whether the employee is required to work the entire two (2) hours.

Section 13.06. Compensatory time off in lieu of pay shall be granted when requested by an employee whose basic rate of pay is equal to or less than the maximum rate for GS-10, unless it is determined that the work situation is such that the granting of compensatory time off is not practicable. If the request is denied based on the work situation, overtime pay will be paid. An employee whose rate of pay is in excess of the maximum for GS-10 shall be required to take compensatory time rather than paid overtime, at the option of the Center, unless compensatory time off would be lost.

Section 13.07. Earned compensatory time off must be used not later than the end of the seventh pay period after the pay period in which it is earned. When compensatory time is used and earned during the same period, any compensatory time used before being earned will be subtracted from the previous balance before the earned compensatory time is added to the balance. Supervisors are responsible for insuring that eligible employees are granted compensatory time off within the prescribed time limit. An employee who fails to take compensatory time off within the time limit, loses the right to both compensatory time and overtime pay unless the failure is due to an exigency of the service beyond the control of the employee. Such exigencies shall be documented in writing to the employee. The Center's Employee Payments Section will inform employees at the beginning of each pay period of any compensatory time which must be used or lost in the following pay period, along with the current status of an employee's compensatory time account.

Section 13.08. Where employees are required to work through their lunch periods, they are entitled to overtime compensation under the provisions of this Article.

Section 13.09. The Center will make existing records of overtime for employees of the Unit available to the Union upon its request.



Section 13.10. When sick leave is scheduled in advance, the supervisor will normally not change the employee's tour of duty to avoid overtime.

Section 13.11. Overtime shall be calculated on the same increment-of-an-hour bases as is provided elsewhere in this Agreement in the matter of sick and annual leave taking.

Section 13.12. To the extent called for in Public Law 95-930, dated September 29, 1978, supervision will afford employees the opportunity for compensatory time work in connection with taking time off without charge to leave if the personal religious beliefs of an employee require abstention from work..

Section 13.13. The basic unit for the calculation of the maximum allowed overtime will be in compliance with law and regulation.

## ARTICLE 14

### TRAVEL

Section 14.01. Travel for and at the direction of the Center will be compensable in accordance applicable regulations. The scheduling of the methods, means, and the time for travel is a matter for determination by the Center subject to applicable regulations and the provisions of this Agreement.

Section 14.02. Time in travel status away from the official duty station of an employee is deemed hours of employment for pay purposes only when:

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

Section 14.03. If travel outside regularly scheduled duty hours is officially ordered or approved and is performed under one of the conditions listed in Section 14.02 (b) above, it will be considered as hours of employment and compensated as overtime. Overtime pay or compensatory time off may be granted for performance of work while traveling even though the work performed is of the same kind ordinarily performed at the employee's duty station. In such cases, however, the Center must require the employee to perform the work during travel and overtime must be officially ordered or approved in advance for the time spent working.

Section 14.04. To the extent practicable, the Center will schedule the time to be spent by an employee in a travel status within the regularly scheduled workhours of the employee. When an employee is required to travel outside his or her regular duty hours under conditions for which overtime may not be paid, upon request of the employee, he or she will be provided a written explanation as to the reasons why the travel was ordered during non-duty time.

Section 14.05. Subject to the provisions of subparagraph a. and b. below, employees are expected to return to their official duty stations immediately upon completion of temporary duty assignments whenever common carrier transportation is available.

- a. Normally, employees on official travel will not be required to travel during unreasonable hours if sleeping accommodations are not available on the mode of common carrier transportation being used. An employee will not be expected to use a carrier whose schedule requires boarding or leaving the carrier between 10 p.m. and 6 a.m. if there are more reasonable departure or arrival times that will meet mission requirements.
- b. Employees who complete temporary duty assignments at an hour that would necessitate using transportation scheduled to arrive at their official duty station after 10 p.m. of that day may delay start of the return travel until the earliest reasonable hour on the ensuing day even though that day is a nonwork day. Travel once started will be performed on a through basis unless interrupted by approved annual or approved sick leave.
- c. Employees who are required to perform official travel and who arrive at their residence after midnight may be granted an excused absence to provide adequate rest before reporting for work at their permanent duty station. The excused absence will be one hour for each whole hour in travel status after midnight, but not to exceed eight hours.

Section 14.06. Employees required to perform authorized overtime services beyond the regularly scheduled workday while on temporary duty shall be compensated in accordance with applicable rules and regulations, and Article 13, Overtime.

Section 14.07. When requested by the employee, the Center agrees to advance travel funds up to the maximum extent authorized by applicable laws and regulations.

Section 14.08. The Center agrees that any injury suffered by an employee while on required travel or temporary duty status will be compensated in accordance with existing laws and regulations. The injured employee will be advised of all related rights and benefits under the Federal Employees Compensation Act.

Section 14.09. Employees who have questions concerning travel voucher claims they have submitted should first discuss the matter with the responsible Certifying Officer in the Finance Office. If not satisfied, the employee may refer the complaint to the Chief, Financial Management Division for reply. If the complaint is submitted in writing, the employee will receive a written response. Travel voucher claims which are not resolved through this procedures may be submitted by the employee as a formal claim to the General Accounting Office.

Section 14.10. Union representatives may be authorized TDY and travel expenses as necessary to attend Government sponsored labor-management meetings when appropriate, which are determined by the Labor Relations Officer to be primarily in the interest of the government.

Section 14.11. The Center agrees to process travel voucher claims in an expeditious manner so that the out-of-pocket payments by employees for official travel expenses may be reimbursed in a timely manner.

Section 14.12. The Center will make reasonable efforts to notify employees of the disposition of travel requests not less than twenty-four hours before the scheduled start of travel where practical.

Section 14.13. In the event that an employee should decline to travel by other than common carrier, and an issue should arise because of that declination, such issue will be subject to the grievance and arbitration procedures of this contract.

Section 14.14. Employees who are required to travel will upon request be counselled relative to travel regulations. Such counseling will be provided by the supervisor, the travel office, or the employee payments office as appropriate.

## ARTICLE 15

### ADVERSE OR DISCIPLINARY ACTIONS

Section 15.01. Employees may be formally disciplined by the Center by being reprimanded in writing, suspended from duty without pay, reduced in rank or compensation, or removed from employment. Adverse or disciplinary actions will be taken only for just and sufficient cause.

Section 15.02. Prior to initiating an adverse or disciplinary action, an investigation will be made by or directed by the responsible management official to document the facts and to determine if there is sufficient cause to proceed with the action. The employee shall, upon request receive a copy of any material obtained by the investigation, as provided by 5 U.S.C. Section 552 and 552a.

Section 15.03. In the event of any examination of a Unit employee by a representative of Center management in connection with an investigation, the Union shall be given the opportunity to be present at such an examination if:

- a. The employee reasonably believes that the examination may result in adverse or disciplinary action against the employee; and
- b. The employee requests representation.

If representation is appropriate under the above criteria, the employee will be given a reasonable amount of time to consult with his/her representative before being questioned.

Section 15.04. An employee against whom a suspension for 14 days or less is proposed is entitled to:

- a. An advance written notice of not less than 10 working days stating the specific reasons for the proposed action.

- b. Review the material which the management is relying upon to support the reasons for the proposed adverse or disciplinary action.
- c. A reasonable time not to exceed 7 working days to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.
- d. Notice of the right to be represented by the Union, an attorney, or other representative.
- e. A written decision and the specific reasons therefore at the earliest practicable date.

Section 15.05. This Section applies to:

- a. A removal.
- b. A suspension for more than 14 days.
- c. A reduction in grade.
- d. A reduction in pay.
- e. A furlough of 30 days or less.

This Section does not apply to:

- f. A suspension or removal under Section 7532 of Title V of the United States Code.
- g. A reduction in force action under Section 3502.
- h. A reduction in grade or removal under Section 4303.
- i. An action initiated under Section 1206 or 7521.

An employee against whom an action covered by this Section 15.05 is proposed is entitled to those rights afforded by Section 7513 of Title 5, U.S. Code. In this connection the employee will be advised of his/her right to Union representation.

Section 15.06. The responsible management official will carefully consider the employee's answer to the proposed action and will inform the employee and his or her representative of the decision prior to the effective date of any formal action. If the decision is to effect the adverse or disciplinary action, the employee will be advised of his or her grievance or appeal rights. Adverse or disciplinary actions effected against an employee and referenced in this Article are appealable through the Grievance Procedure of this Agreement to the extent authorized by that Procedure. An affected employee has an alternate but not duplicate avenue of appeal to the Merit System Protection Board with respect to those adverse or disciplinary actions referenced in Section 15.05. Section 7701 of Title V U.S. Code sets forth procedures for appeal to the Board.

Section 15.07. The Center recognizes the right of Unit employees charged with improper conduct to be represented by the Union or another representative of their own choosing, at any stage of the adverse or disciplinary action, grievance, or related appeal proceedings. In any situation where an employee elects to be represented, the Center will be advised in writing as the designated representative. Copies of all correspondence to the employee concerning the matter on which he or she is being represented will be furnished to the designated representative.

Section 15.08. The Center agrees that the Union will be notified of all adverse or disciplinary actions initiated within the Unit. In cases where employees elect not to be represented by the Union, the information to the Union, pursuant to the provisions of the Privacy Act, will not include the name of the employee or the basis for the action.

Section 15.09. If an employee chooses not to be represented by the Union, the Union will be permitted to have an observer present at any adverse or disciplinary action appeal hearing unless the appellant objects on the grounds of personal privacy and the Hearing Officer determines that the objection is valid. Observers will be on official time without charge to leave.

Section 15.10. The provisions of this Article do not apply to actions to terminate probationary employees serving probationary periods.

Section 15.11. The Center agrees that an employees and his/her representative, in presenting a complaint, grievance, or appeal, shall be free from restraint, interference, coercion, discrimination, or reprisal.

Section 15.12. Issues which can be properly raised under an appeal procedure may not be raised as unfair labor practices prohibited under Section 7116 of Title V, U.S. Code. Except for matter which an employee has an option of using the Grievance Procedure of this Agreement or an appeals procedure, issues which can be raised under the Grievance Procedure may, in the discretion of the aggrieved party, be raised under the Grievance Procedure or as an unfair labor practice, but not under both procedures.

Section 15.13. A written reprimand will not be placed in the employee's Official Personnel Folder until 10 working days from its date of issue.

## ARTICLE 16

### GRIEVANCE PROCEDURE

Section 16.01. The procedure described herein shall be the exclusive procedure available to all employee in the Unit for resolving grievances in accordance with Chapter 71, Title V U.S. Code. The grievance procedure covers any matter of employee concern or dissatisfaction which is subject to the control of Center management with the exception of the exclusions cited in Section 16.02 below.

Section 16.02. This grievance procedure does not apply to:

- A. Any claimed violation of subchapter III of Chapter 73 of Title 5 U.S. Code (relating to political activities).
- B. Retirement, life insurance, or health insurance.
- C. A suspension or removal under Section 7532 of Title 5 United .States. Code.
- D. Any examination, certification, or appointment.
- E. The classification of any position which does not result in the reduction in grade or pay of an employee.
- F. The content of Agency regulations and policies for which a compelling need exists.

- G. An action terminating a temporary promotion including but not limited to promotions to supervisory positions.
- H. Nonadoption of a suggestion or disapproval of a quality step increase, performance award, or honorary award.
- I. A preliminary warning or notice of a proposed disciplinary action which if effected would be covered under this grievance procedure or other statutory appeal procedures.
- J. Actions to terminate probationary employees serving probationary periods.
- K. Any matter specifically excluded by other Articles of this Agreement.
- L. Competitive level determinations made by the Center until and unless involved in a reduction-in-force action.

Section 16.03. Grievances may be submitted by individual employees or groups of employees who have the same complaint. Employees may present grievances to the Center and have them adjusted without the intervention of the Union only if the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present at any formal meetings held in processing and adjusting the grievance.

Section 16.04. To be considered under the procedures of this Article, grievances must be submitted in good faith and within a reasonable period of time. If the grievance concerns a particular action (or occurrence), it must be submitted within 30 calendar days of the date of the incident or action or it must be submitted within 30 days after the employee first became aware of the matter, providing however, that any leave of either the employee or the supervisor should be excluded from either 30 day period, except grievances relating to continuing actions (or occurrences) may be initiated at any time.

Section 16.05. An formal complaint or grievance between an employee and the Center will be processed in accordance with the following steps:



- Step 1: An employee with a complaint will first discuss the matter with his or her immediate supervisor and attempt to resolve the problem informally. If the complaint concerns a matter beyond the control of the supervisor, the employee will be referred to the management official or staff office having authority to deal with the complaint. The employee may be represented by one Union representative on official time in presenting the complaint. The employee will be provided a decision on the complaint within ten (10) workdays.
- Step 2: If a satisfactory settlement of the complaint has not been reached at Step 1, within ten (10) workdays after receipt of the Step 1 decision, the grievance shall be reduced to writing and submitted to the Division Chief or equivalent level management official with a copy to the Labor Relations Officer. The written grievance must be dated, signed by the grievant(s), and include (1) specific information as to the basis for the grievance, (2) the remedial action requested, (3) the name of the employee's Union representatives, if any, and (4) the dates and names of the supervisor or officials with whom the complaint was discussed in Step 1. The employee will be given a written decision within fifteen (15) workdays after the grievance is submitted at Step 2 of this procedure. Prior to the decision at this step of the procedure, the responsible management official will meet with the employee to discuss the grievance. If the employee has elected to have Union representation, two (2) Union representatives may participate in this discussion on official time. If the employee has not requested the assistance of the Union, the Union will be given the opportunity to be present at the meeting.
- Step 3: If the grievance is not resolved to the satisfaction of the employee within fifteen (15) workdays after receipt of the Step 2 written decision, he or she may submit it in writing to the Director of Administration with a copy to the Labor Relations Officer. The employee and his or her Union representatives, if any, will be given the opportunity to make a personal presentation of the grievance to the Center Director or his/her designee. At this step of the procedure if the employee elects to have Union representation, he or she may be represented by three (3) Union representatives on official time. The employee will be given a written decision by the Center Director or his/her designee within twenty (20) workdays after the grievance is submitted at Step 3 of this procedure.

Section 16.06. Appeals of adverse actions, reductions in force, performance appraisals, actions based on unacceptable performance, and any personnel action that discriminates for or against any employee on the basis of race, color, religion, sex, national origin, age, handicap, marital status, or political affiliation, may be processed under this grievance procedure. Such appeals will be initiated at Step 3 of Section 16.05 above.

Section 16.07. When an employee is pursuing a grievance under this Article, the Center will ensure that the employee is aware of his or her right to have a Union representative present at any formal meeting scheduled by management to discuss the grievance of the employee.

Section 16.08. Employees and their Union representatives will be given a reasonable amount of work time to prepare and present grievances. The time provided will include time to review official records and documents which may be material to the issues in the grievance. Access to such records and documents may vary widely from case to case depending on the nature of the grievance and the complexity of the issues. The Center reserves the right to determine what constitutes a reasonable amount of work time for employees and their Union representatives to investigate and prepare grievances. Any dispute arising out of such determinations shall be submitted to the Union President and the Labor Relations Officer for resolution.

Section 16.09. An employee or group of employees for whom personal relief or remedial action is requested under this grievance procedure must be a party to the grievance. If an employee or group of employees withdraw a grievance before pursuing it to the final step and the Union believes the issue in the grievance involves a violation of this Agreement, the matter may be submitted as a Union grievance under procedures provided in Section 16.10.

Section 16.10. The Union may file a grievance alleging a violation or violations of this Agreement. Such grievances are to be filed in writing with the Center's Labor Relations Officer. Within ten (10) workdays after receipt of a Union grievance, a meeting will be held between the parties to discuss the grievance. Within ten (10) workdays following said meeting, the Center will render its answer to the Union in writing. Up to three (3) Union officials will be granted official time to attend said meeting to the extent the hours of the meeting occur within the Union official's then current tour of duty. If the Center's answer is unsatisfactory to the Union, the Union may appeal the grievance by filing it at the 3rd Step of this Grievance Procedure within ten (10) workdays after receipt.

Section 16.11. All time limits provided in the Article may be extended by mutual agreement of the parties, provided that a request for extension is presented prior to the end of the prescribed time limit.

Section 16.12. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to this grievance procedure or is subject to arbitration, may be submitted to arbitration for a grievability/arbitration determination.

Section 16.13. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to Section 7702 of Title VII of the Civil Service Reform Act of 1978 in the case of any personnel action that could have been appealed to the Board, or , where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

## ARTICLE 17

### ARBITRATION

Section 17.01. This Article provides for arbitration of unresolved grievances concerning the interpretation and application of this Agreement. Arbitration can only be invoked by the Center or the Union.

Section 17.02. Request for arbitration must be submitted in writing to the Center Director within fifteen (15) workdays after receipt of the decision under Step 3 of the Grievance Procedure. Within five (5) workdays after receipt of the request for arbitration, the Center will request from the Federal Mediation and Conciliation Service a list of seven (7) impartial persons to act as arbitrators. The parties will meet within ten (10) workdays after receipt of the list. If they cannot mutually agree on one of the listed arbitrators, then each party will alternately strike one arbitrator's name from the list until one name remains. The remaining name will be the duly selected arbitrator.

Section 17.03. The arbitrator's award will be subject to laws, regulations, policies, and the provisions of Chapter 71, Title V, U.S. Code. The arbitrator will not have the authority to add to or subtract from, to modify, or fail to consider any of the terms of this or any agreements made by the parties.

Section 17.04. The arbitrator's fee and expenses will be shared equally by the parties. If only one party utilizes a stenographic transcript of a hearing, that party shall bear the whole cost of such a transcript of a hearing. If both parties utilize such stenographic transcript, the cost will be shared equally. The arbitration hearing will be held at the Center during the regular day shift hours. All personnel actively participating in the hearing shall be given official work time without charge to leave.

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) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 17.06. It is agreed that an arbitration award under this Article will be final and binding upon the parties, except that an aggrieved employee may seek judicial review of the award as prescribed in Section 7122, Title V U.S. Code, and either party may file exception to the award as prescribed in Section 7121.

Section 17.07. No issues other than those covered by the express terms of this Agreement shall be subject to arbitration.

Section 17.08. Within thirty (30) days after the effective date of this Agreement, the parties will meet to explore expedited arbitration procedures. If such procedures are determined to be mutually acceptable, a supplemental memorandum of understanding will be developed describing and implementing the agreed to procedures.

ARTICLE 18  
REDUCTION IN FORCE

Section 18.01. It is agreed that the Office of Personnel Management regulations governing reduction-in-force actions will be followed when the Center releases an employee from his or her competitive level by separation, demotion, furlough for more than 30 days, or reassignment involving displacement; when lack of work or funds, reorganization causing separation, reclassification due to change in duties, or the need to make a place for a person exercising re-employment or restoration rights requires the Center to release the employee.

Section 18.02. It is also agreed that determination of the number, types, and grades of positions to be abolished, determination of qualifications for displacement (bumping and retreating), determination of what vacancies, if any, are to be filled during reduction in force, and selection of individuals to fill such vacancies are decisions reserved to the Center by Title V, U.S. Code. Upon request, once each quarter, the Union will be provided a copy of the existing retention register for Unit employees. If the retention register has not changed since the prior request, the Union will be so advised. Written questions concerning the register will be replied to in writing. The Union understands that a retention register has no meaning except in a reduction-in-force situation.

Section 18.03. It is further agreed that the Union is entitled to advance notice of any reduction-in-force actions which may involve the separation or displacement of Unit employees and discussion and documentation to the extent available of the methods, procedures, and criteria to be used in effectuating a reduction in force, and discussions and documentation, the extent available, of the anticipated impact of the bargaining unit as a result of the reduction-in-force decision. Specifically, when it has been finally decided by the Center that a reduction in force, which involves Unit employees will be conducted, the Center will inform the Union President of that decision prior to general public release by the Center.

- a. Within ten (10) workdays after the initial notification of impending reduction in force, the Center agrees to meet with the Union to explain the methods and procedures to be followed in conducting the reduction in force. The Center agrees to consider the Union's views and recommendations concerning such methods and procedures. At this meeting, the Center agrees to provide the Union retention registers of all

- NCC 200, 700, and 900 Unit personnel. The Center further agrees to notify the Union on a weekly basis of any changes to the retention registers made before the effective date of the reduction in force. Such changes will include, but not be limited to, promotions, reassignments, separations, changes in competitive levels, etc.
- b. When the specific types, grades, and organizational locations of positions to be abolished at the beginning of the notice period have been finally determined by the Center, the Center agrees to notify the Union's President and to consider the views of the Union concerning the anticipated impact on the bargaining unit. The Union President agrees to treat this as privileged information.
  - c. On the day prior to the day of issuance of the specific reduction-in-force notices, the Center agrees to provide the Union annotated retention registers covering positions in the Union bargaining unit. The Center further agrees to inform the Union of changes made in reduction-in-force actions between the date the reduction-in-force notices are issued and the effective date of the reduction in force.
  - d. When the approximate number of positions to be abolished has been finally determined by the Center, the Center agrees to inform the Union President of that decision at least three (3) days prior to its general public release by the Center.

Section 18.04. In determining reduction-in-force assignment rights, the Center agrees that the displacement protection afforded employees in trainee positions will be restricted to positions in formally designed developmental programs. For this purpose, the development program (1) must have been designed to meet a real management need for the development of skilled manpower, (2) must have been formally designated, with its provisions announced to employees and supervisors, and (3) must have been fully implemented at least three months before the reduction in force was announced. The retention registers provided the Union under the procedures specified in Section 18.03, will identify all Unit employees in formally designated developmental programs.

Section 18.05. During a reduction in force, existing vacancies may be utilized to place employees, who otherwise would be separated or changed to lower grade, into such positions. When vacancies are to be utilized, it shall be in accordance with applicable provisions of Chapter 351 of the Federal Personnel Manual regarding such actions.

Section 18.06. After the reduction-in-force notices have been issued, and prior to the effective date of such actions, it is agreed that the Union shall be allowed to bring to the attention of the Personnel Director, or his/her designee, those reduction-in-force decisions which the Union believes to be improper or in error and the reasons for that belief. The Personnel Division will review the case presented by the Union and if it has merit based on the relevant employment records, qualification standards, and Chapter 351 of the Federal Personnel Manual, actions will be taken as appropriate to correct the error. The Union will be informed of the final determination in a case of this nature. Should disagreement continue, the affected individual(s) may pursue the matter through statutory reduction-in-force appeal procedures or the grievance procedure of this Agreement, but not both.

Section 18.07. Demotions resulting from positions being downgraded, other than actions taken against individuals for cause, correction of classification errors or from a change in classification standards, will be accomplished in accordance with reduction-in-force procedures. Employees who are changed to lower positions under this Section may appeal to the Office of Personnel Management concerning the procedures used in effecting the action and/or the classification determination on their positions.

Section 18.08. Any career or career-conditional employee who is separated because of a reduction in force will be placed on the Re-employment Priority List and will be given preference for rehiring in temporary and permanent positions for which qualified in accordance with applicable rules and regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment. Employees will be advised of the positions for which they will be given re-employment priority.

Section 18.09. Unit employees affected by reduction-in-force actions have the right to review regulations, retention registers, competitive level records, position descriptions, and other records pertinent to the action and the right to appeal to the Office of Personnel Management if they believe reduction-in-force procedures have been applied incorrectly. In reviewing reduction-in-force records, the employee may, if he or she wishes, be assisted by a Union representative. The employee and his or her representative will be given a reasonable amount of work time for this purpose.

Section 18.10. The Center will advise the Union of any proposed changes in competitive areas and will consider the views and recommendations of the Union before making any changes in the currently designated competitive areas.

Section 18.11. A bargaining unit employee who is reassigned from a position not affected by a reduction in force to a position affected by a reduction in force will be reassigned to a non-affected position at the same grade if the assignment to the RIF'ed position was not at the employee's request, and was effected within ninety (90) days prior to the Center's decision to conduct a reduction in force.

Section 18.12. If Unit employees are separated in a reduction in force, the Center will operate an outplacement program to assist them in finding other employment consistent with the Office of Personnel Management and NASA guidelines for such program.

Section 18.13. The Center agrees that the reduction-in-force procedures used will be in accordance with those prescribed the applicable laws and regulations, which provide relative retention preference based on tenure, veteran's preference, length of service and performance rating.

Section 18.14. The Center obligation to furnish retention registers to the Union pursuant to this Article shall be subject to the provisions of the Privacy Act of 1974, regulations issued pursuant to the Act, and future decisions of the courts with respect to the Law and the regulations.

Section 18.15. In all cases the Center will consider all effected employees in the filling of existing vacancies.

Section 18.16. In accordance with the provisions of Section 7121, Title V, U.S. Code, unit employee affected by reduction-in-force actions have the right to appeal through the Grievance Procedure of this Agreement. In accordance with Section 16.06 of the Grievance Procedure such appeal shall be initiated at Step 3. Section 7121 of the Code provides that the Grievance Procedure is the exclusive procedure for resolving matters falling within its coverage such as appeals of reduction-in-force actions.



## ARTICLE 19

### COMPETITIVE LEVELS

Section 19.01. Competitive level determinations made by the Center shall be consistent with the provisions of FPM Chapter 351. Before taking any reduction-in-force action, the Center must assign each position in the competitive area to a competitive level in accordance with applicable Office of Personnel Management rules and regulations and the provisions of this article.

Section 19.02. Positions in the same grade will be in the same competitive level if they are so similar in all important respects that the Center can readily move an employee from one position to another without significant training and without unduly interrupting the work program as defined in FPM Chapter 351. Characteristics shared by positions in the same level include similarity of duties, responsibilities, and similar requirements for experience, training, skills, and aptitudes.

Section 19.03. The parties recognize that competitive level determinations are based on position requirements rather than the personal qualifications of the current incumbent. Therefore, when the Center considers the effect of qualifications on the composition of a competitive level, its concern is not with the incumbent's qualifications but with those required by the duties and responsibilities as stated in the official position description.

Section 19.04. The competitive level to which an employee's position is assigned may change as a result of reassignment to new or different work, significant changes in duties which affect the title, series, or grade of the position, or other actions or factors which serve to affect the interchangeability of the employee's position with other positions at the Center.

Section 19.05. The Center will maintain records of each competitive level showing all positions in the level and the dates of changes. When positions of the same title and grade are placed in different competitive levels, a justification will be placed in the record. If records of competitive levels have not been kept current, they will be carefully reviewed and updated when a reduction in force is expected. In the event of a reduction in force, these records will be made available for review by the Union and employees who are affected by reduction-in-force actions.

Section 19.06. Competitive levels are established and used solely for processing reduction-in-force actions, and have no meaning to employees except in a reduction-in-force situation. However, at any time upon request of a Unit employee, the Personnel Division will inform the employee as to the competitive level for his or her position and the other positions which are currently assigned to the same competitive level. If employees contend that the competitive level for their position is in error, they may submit a written statement explaining their point of view and they will be provided a written response by a Personnel Specialist. Further, the employee may request a review of the Personnel Specialist's response by the Center Personnel Officer.

## ARTICLE 20

### CONTRACTING

Section 20.01. The Union recognizes that the Center has the authority and responsibility to determine the methods, means, and personnel required to accomplish the mission of the Center. The Center and the Union recognize that contracting for services by the Center is subject to certain restrictions imposed by laws and regulations having government-wide application.

Section 20.02. The Center will give notice to the Union:

- a. At the time of initiating any public release of information relative to a contracting action which, if affected, would have an adverse impact on Unit employees.
- b. At the time of issuance of an IFB or RFP for a contracting action, which if awarded, could have an adverse impact on Unit employees.
- c. At the time of the signing of a contract which would have an adverse impact on Unit employees.

Section 20.03. The Center further agrees to minimize any adverse effect of the contracting action by reassigning employees to other positions to the extent practicable, consistent with reduction-in-force procedures and staffing needs. Every effort will be made by the Center to place affected employees into positions with no less career ladder promotion potential. If employees are separated, the Center will operate an outplacement program to assist them in finding other employment. In cases where Center management enters into a contract and such action results in adverse effect on employees of the Unit, the provisions of Article 3, Section 3.02 of this Agreement, shall be observed.

## ARTICLE 21

### LEAVE AND EXCUSED ABSENCE

#### Section 21.01. Annual Leave

- A. Employees shall earn annual leave in accordance with applicable laws and regulations. Accrual of annual leave is a right of the employee in that its accrual may not be denied. The use of annual leave is a right of the employee, subject to leave being scheduled and approved by the supervisors in accordance with essential work requirements.
- B. Supervisors are responsible for working with employees in planning and scheduling annual leave on a year-round basis to provide for vacation periods and to enable scheduling of leave that employees might otherwise forfeit. Supervisors will advise employees with leave to be used or forfeited of the need for submitting an SF-71 so the leave may be scheduled in writing before the start of the third biweekly pay period at the end of the leave year. Cancellation of properly scheduled leave must be in writing. If the employee does not request leave or does not use leave that was approved, any resulting forfeit will be considered to be by the employee's choice. Scheduled annual leave that the employee was unable to use due to sickness or a work situation determined to be an exigency of the public business, will be restored in a separate leave account as provided in applicable regulations.

- C. The Center advances the full amount of annual leave to be accrued for the leave year to each permanent employee's leave account at the beginning of the leave year. No other advance of annual leave is permitted under existing law.
- D. Consistent with work load and manpower requirements, the Center will maintain a liberal leave policy in circumstances such as, but not limited to, (1) death in the employee's immediate family, (2) illness in the employee's immediate family where the employee's care and attendance is required, (3) holidays associated with the religious faith of the employee, and (4) pre-planned vacations.
- E. Employees are ordinarily expected to obtain prior approval from their supervisors for annual leave absences. If there are emergency situations where the employee cannot report to work as scheduled, the employee is expected to notify the responsible supervisor (or his or her designee) within a reasonable period of time, normally not later than two hours after the start of the scheduled duty tour as to the reason for and duration of the absence. Failure to give the required notice may result in the absence being charged to absence without leave unless there are extenuating circumstances. Employees also may be charged absence without leave if the reasons for the unscheduled absence do not warrant the use of emergency annual leave. AWOL charges are subject to review through the grievance procedures and Article 16.
- F. The Center will meet with the Union before initiating any policy of forced annual leave and will negotiate the impact of such a policy.
- G. The minimum charge for annual leave is one-half hour and additional charges are in multiples of one-half hours. Annual leave for fractional hours within the same workday may be aggregated for charging leave.

#### Section 21.02. Sick Leave

- A. Employees will earn and be granted sick leave in accordance with applicable statutes and regulations and this Agreement. To the extent accrued sick leave will be granted when employees are incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement, or for the time off for medical, dental, or optical examination or treatment.

- B. The minimum charge for sick leave is one-half hour and additional charges are in multiples of one-half hours. Fractional periods of less than one-half hour within the same workday may not be aggregated for a total leave charge.
- C. Employees are responsible for notifying their supervisors (or designee) when they are unable to report for work because of illness or injury. Sick leave absences should be reported as soon as practicable, normally within the first two hours of the employee's scheduled tour of duty. Employees are expected to request advance approval of their supervisors for sick leave for prearranged medical, dental, or optical examination or treatment. When illness occurs while the employee is on duty, a visit to Medical Services will not be a prerequisite for granting sick leave.
- D. The Center agrees that a medical certificate will not normally be required to support sick leave absences of three (3) days or less. The employee's initials on the time and attendance record will constitute the personal certification of the employee as to the incapacity for duty.
- E. Normally, sick leave absences in excess of three (3) working days must be supported by a medical certificate. In certain instances, it may be unreasonable to require such a certificate. In such cases, a signed statement by the employee stating the nature of the incapacity and the reason why a certificate was not obtained may be submitted in lieu of a certificate, subject to the approval of the supervisors.
- F. Where a supervisor has cause to believe that sick leave has been abused, a medical certificate may be required for any period of sick leave absence. In such cases, the supervisor will confer with the employee as to the reasons for the suspected sick leave abuse. If questionable use of sick leave continues, the employee will be given written notice of the special requirement for obtaining medical certificates or other evidence or affidavits acceptable to the supervisor to support the validity of sick leave absences. This special requirement will be established for a specified time period, not to exceed six (6) months.
- G. Sick leave may be advanced in cases of serious disabilities or ailments when required by the exigencies of the situation. To obtain the advance, the employee must submit a request in writing through supervisory channels to the personnel officer. The request must be accompanied by a

supporting medical certificate. An advance of sick leave may be granted only if the employee has no accrued sick leave and if the Agency has reason to believe the employee will return to work after recovery. It is not required that an employee use annual leave before advance sick leave is granted. Requests for advanced sick leave will not be arbitrarily or capriciously denied.

- H. When sickness occurs for one or more days during a period of annual leave, the period of illness may be charged to sick leave and the charge of annual leave reduced accordingly as provided in LHB 3630.1.
- I. Employees retiring for reasons of disability are entitled to use of accrued sick leave prior to separation as provided in the regulations.
- J. Employees who are under doctor's instructions to limit work activities shall present a written statement from their attending physician to the employee's supervisor. The supervisor will observe the doctor's statement subject to the concurrence of the Center's medical officer with the attending physician statement. A copy of the concurrence shall be included in the employee's medical file. Disputes in such cases shall be subject to the grievance procedure of this Agreement.

### Section 21.03. Leave Without Pay

- A. Leave without pay may be granted to Unit employees consistent with the Center's policies and applicable laws and regulations.
- B. Subject to work load and staffing considerations, the Center Director or his/her designee may grant employees in the Unit leave without pay in one-year increments or any fraction thereof in order to serve in full-time positions as officers or representatives of the International Federation of Professional and Technical Engineers or AFL-CIO affiliates excluding positions with the Local. Leave without pay also may be granted to Union officers and representatives on a short-term basis in order to represent the Union at conventions or meetings.
- C. Leave without pay will be granted as appropriate under regulatory requirements to protect employee status and benefits during any period pending action by the Office of Workers Compensation Programs on a claim resulting from work-related injury or illness. Employees who elect

to use sick or annual leave while claims are pending with OWCP will be advised by the Center as to procedures for the buy-back of leave in the event the claim for compensation benefits is approved.

- D. Employees on approved leave of absence without pay shall accrue all rights and privileges with respect to retirement status and coverage under the Group Life Insurance and Federal Employees Health Benefits Program to which they may be entitled in accordance with appropriate regulations.
- E. Employees returning to duty from leave without pay will be granted such rights, privileges, and seniorities to which they may be entitled in accordance with appropriate regulations.
- F. Use of leave without pay in lieu of use of annual leave or sick leave will be granted to employees for cogent reasons when approved by the Director of Administration in accordance with LH 3630.1, Chapter 6, Section 604.3.f., T.S. No. 3, dated April 15, 1976, uniformly applied to all employees in the bargaining unit.
- G. Nothing in this Article shall be construed to affect employee rights in the application of RIF procedures.

Section 21.04. Excused Absence for Labor Relations Training

- A. The Center agrees to grant Union officers and representatives administrative leave for training on labor relations matters.
- B. The total administrative leave to be granted Union representatives for this purpose will not exceed 240 hours during the life of this Agreement. If this Agreement is extended by application of section 44.01, additional hours will be granted on a prorated basis.
- C. Approval of administrative leave will be contingent upon the Center's determination that the Union representatives can be spared from their official work assignments.

Section 21.05. Excused Absences for Climatic Conditions

- A. When early dismissal is authorized because of weather or other emergency conditions, all non-essential employees who are in a duty status will be excused from work without charge to leave for the remaining hours of the scheduled work shift.
- B. Employees who apply for annual leave after receipt of the early dismissal decision will be charged leave in multiples of one-half hour from the time they depart until the time set for dismissal. Employees who are on previously approved annual leave, sick leave, or leave without pay will be charged the type of leave previously approved for the entire or part of the day that the installation is closed.
- C. Where employees make every reasonable effort to get to work on time but are unable to do so because of snow or ice storms, flooding, or other severe weather conditions, their supervisor may grant excused absence up to one-half hour without charge to leave. Employees may submit to the Director of Administration requests for additional excused time when heavy snow prevents employees from arriving at the Center on time. Such requests shall not be unreasonably denied.
- D. In the event severe weather conditions develop during nonworking hours, which require the closing or delaying the opening of the installation, the Center will notify radio and TV stations in the Cleveland area. The Center will advise employees, by November 15 of each year, of the stations that will be notified. Due to variations in weather and traffic conditions, Federal agencies in downtown Cleveland make separate decisions on closing or delays in opening due to weather conditions. Center employees should listen for news media announcements that specifically refer to Lewis Research Center.
- E. The Union shall receive the criteria that management uses to decide the closing of the Center. The Union shall be given the opportunity to make suggestions to improve the criteria. The Union's suggestions which are accepted by management shall become part of the criteria.
- F. Disputes on granting of severe weather leave shall be handled under the grievance procedures of this Agreement.



Section 21.06. Excused Absence for Court and Jury Leave

- A. In the event an employee is called for jury duty, jury duty examination, or to serve as a witness in a court case where the United States, or a state or local government is a part of the proceeding, the Center will grant court leave not to exceed eight (8) hours per day, consistent with applicable regulations. This provision does not apply to appearance in court in an official duty capacity or to witness service on judicial proceedings involving private parties only.
- B. Employees called for the above civic duties shall notify their supervisors promptly and submit a copy of the court order or summons. Upon completion of the jury duty or witness service, the employee shall present to the Center satisfactory evidence of time served in the capacity together with any jury or witness fees received. Allowances received for travel expenses or meals may be retained by the employee.

Section 21.07. Excused Absence for Voting and Registration Leave

- A. The Center and the Union mutually agree all employees should be encouraged to exercise their right to vote.
- B. Excused absence without charge to leave may be granted for employees to vote in national, state, or municipal elections or referendums in their residential areas as follows:
  - 1. When the polls are not open at least three (3) hours either before or after the employee's regular hours of work, the employee shall be granted the amount of voting leave which will permit reporting to work three (3) hours after the polls open, or leaving work three (3) hours before the polls close, whichever requires the lesser time off.
  - 2. When the place of voting is beyond the normal commuting distance and in a location where absentee ballots are not permitted, the employee shall be granted time off to vote, not to exceed one (1) day. If additional time is necessary for this purpose, it must be charged to leave.
- C. Excused absence to register to vote may be granted on substantially the same basis as for voting except that no time will be granted if registration can be accomplished on a nonworkday or during nonduty hours.

## ARTICLE 22

### HOLIDAYS

Section 22.01. Eligible employees shall be entitled to all holidays now prescribed by law and any that may be later added by law, and all holidays that may be designated by Executive Order.

Section 22.02. Whenever any holiday occurs on a calendar Saturday or Sunday, the holiday shall be observed on the day specified by existing Executive Orders, laws, rules, and regulations.

Section 22.03. An employee who is required to work on a holiday shall receive pay at his or her rate of basic pay plus premium pay at a rate equal to his or her rate of basic pay for all hours not to exceed eight (8) hours worked on such holiday. Premium pay, as appropriate, will be paid in accordance with applicable regulations. Overtime work performed on a holiday shall be compensated for in the same manner as overtime work performed on any other day.

Section 22.04. It is agreed that in no instance shall an employee be scheduled to perform work on a holiday to avoid the payment of overtime on a later date or to perform work on a holiday which is not essential or required to meet an emergency workload commitment.

## ARTICLE 23

### POSITION CLASSIFICATION PROGRAM

Section 23.01. It is agreed that the classification program shall be conducted in accordance with the guidelines issued and authorities delegated by the Office of Personnel Management. The Center will maintain current and accurate position descriptions for all positions in the Unit in accordance with existing instructions. The parties recognize that the terms "position record" and "position description," as used in NASA or Center issuances, are synonymous.

Section 23.02. The Center agrees that each employee in the Unit is entitled to a copy of his or her current position description. If an employee changes positions as a result of a reassignment during a reorganization, a promotion, or any other personnel action, the Center agrees to provide the employee with a copy of the description for the new position within 30 days of the effective date of the personnel action. The Union may arrange to obtain and/or review copies of current or canceled position descriptions and evaluation reports as required in the performance of representational activities under this Agreement.

Section 23.03. To assure that positions are properly described and classified, supervisors are expected to report major changes in the duties and responsibilities of Unit employees to the Classification Office. Drafts of proposed changes in position descriptions will be discussed with the employees before the supervisor certifies as to the accuracy of the description. Upon request, the employee will be informed as to the status of the action to redescribe or reclassify his or her position. The supervisor will discuss any proposed changes in classification which will affect the grade, title, or qualification requirements of the position with the employee before the effective date of the change.

Section 23.04. When the phrase "performs other duties as assigned" or a similar statement is included in a position description, it shall be understood to mean minor or incidental tasks related to the position being described. If there are changes in the major duties and responsibilities regularly assigned the position, prompt action will be initiated to amend the position description. Other duties constituting more than 10 percent of the employee's time, over a six (6) month period with reasonable likelihood of continuing, shall be included in an amended position description.

Section 23.05. It is agreed that employees in the Unit who believe their positions are improperly described or classified should first discuss the matter with their supervisors. If unable to resolve the problem, the employee may request and the supervisor shall arrange for a Classification Specialist to audit the position and/or provide the employee an explanation as to the basis for the classification. Upon request, applicable classification standards, and evaluation summary, if available, and other information used to determine the Classification will be made available for review and discussion with the employee within ten (10) workdays. If the description or classification of the position is found to be inaccurate, action will be initiated within fifteen (15) workdays to correct the inaccuracy. If the matter is not resolved to the

employee's satisfaction, the employee may file a classification appeal as prescribed in NASA and Office of Personnel Management regulations. Employees are entitled to Union representation and assistance at any phase of a classification complaint or appeal.

Section 23.06. Classification appeals may be filed at any time an employee feels his or her position is improperly classified as to grade, occupational series, or title. NASA classification codes may be appealed only under the NASA Classification Appeals Procedures. Disputes as to the accuracy of position descriptions will be resolved in the classification appeal process through further audit of the position or other factfinding procedures initiated by the appellate review authority. Disputes concerning the accuracy of descriptions where there is no classification issue involved may be submitted at Step 2 of the grievance procedure if the matter has not been resolved through the procedures provided in Section 23.05. Such disputes are not subject to the arbitration procedure of this Agreement.

Section 23.07. When an appeal has been filed, the Center will provide the appellant and any Union representative designated by the employee with copies of all correspondence and material submitted as a result of the appeal. In the event an employee has filed a classification appeal, until a decision has been rendered on the appeal, management will not take action to adjust the employee's duties solely because he or she has filed an appeal. The appeal will be based upon the employee's duties and position description at the time the employee first complained of his/her classification.

Section 23.08. When a classification appeal has been decided within NASA or the Office of Personnel Management, the Center will take action as necessary to correct any classification errors identified by the deciding authority.

Section 23.09. The parties recognize that Office of Personnel Management Occupational codes and NASA classification codes assigned in the classification process are used as indicators of the occupational or work specializations of the positions. The Center agrees that determinations concerning the competitive level grouping of positions, retreat or bumping rights of employees, and consideration for repromotion will be based on the duties of the position involved and the qualifications and skills required to perform the work described in the official position description.

Section 23.10. No unit employee shall be assigned to a position which has not been assigned a classification in accordance with the regulations of the Office of Personnel Management.

Section 23.11. Temporary employees will be notified of the status and conditions attendant to their appointment, and/or extensions of initial appointment, in accordance with the Office of Personnel Management regulations.

## ARTICLE 24

### PROMOTIONS

Section 24.01. The parties recognize that the purpose of the merit promotion program is to assure selection from among the best qualified persons available to fill vacancies on the basis of merit, fitness, and qualifications and without regard to race, color, religion, national origin, marital status, sex, age, physical handicap, union affiliation, personal favoritism, or political affiliations. The merit promotion program does not guarantee promotion, but it is intended to assure that all employees receive fair and equitable considerations for promotional opportunities.

Section 24.02. Promotions and internal placement actions to fill nonsupervisory positions within the bargaining unit will be processed in accordance with the NASA Competitive Placement Plan (CPP) or the Upward Mobility Program, NHB 3410.5b, as supplemented by the following procedures:

- A. Vacancy announcements for positions within the Unit will be posted on bulletin boards for a minimum of ten (10) days.
- B. The relative weights to be assigned each evaluation factor will be determined in advance of the vacancy announcement by the selecting official, subject to approval by the Personnel Director to assure compatibility with the position descriptions of record and similar vacancies. The weight to be given the valuation factor will be listed on the vacancy announcement.
- C. The minimum area of consideration for positions within the Unit will be at least Centerwide.

- D. Rating panels will be used in evaluating candidates for all positions with promotion potential to the GS-14 or GS-15 level and for other promotion competitions where there are more than five (5) candidates.
- E. Rating panels will include one nonsupervisory employee from the bargaining unit. Panel members will be appointed by the Personnel Director on the basis of their knowledge and background relating to the positions being filled and shall not include supervisory personnel whose subordinates are among the applicants unless approved by the Director of Administration. The Union President may nominate Union employees for consideration as the nonsupervisory member of the panel or to review the action of a rating official when a panel is not used. Selection from those nominated by the Union President shall not be unreasonably withheld.
- F. The selecting official will give all the candidates who are certified on the promotion certificate the opportunity for an interview before the final selection is made. Where travel costs would be involved, a telephone interview may be arranged. Exception to these requirements may be made where applicants are unavailable due to absence on extended travel or leave and where they cannot be reached by phone.
- G. If the selectee is a management referral, not supported by a personal application from the employee, concurrence of the Director of Administration will be required.
- H. Upon request, subject to the provisions of the Privacy Act of 1974, the Union President or his/her designee will be given the opportunity to review the merit promotion file and any and all pertinent documentation for any competition to fill positions within the bargaining unit.
- I. Appraisals of performance from current and/or former supervisors will be used. An employee may supply, additionally, performance evaluation(s) from other knowledgeable person(s).
- J. Level Descriptors (Rating Guides) will be made available to a Union appointed representative upon request. The Union representative may not be a candidate nor a potential candidate for the position to which the level descriptors apply.

Section 24.03. The Center agrees to inform the Union of modifications to the Competitive Placement Plan and/or Upward Mobility Program proposed by NASA Headquarters and to forward the Union's views and comments for consideration by Headquarters. The Center further agrees to negotiate with the Union in accordance with Article 3 of this Agreement concerning changes in local policies and procedures for implementing the CPP and/or the UMP.

Section 24.04. Employees within the Unit who have been demoted within NASA without personal cause will be given special consideration for repromotion as provided in the CPP and Chapter 335 of the Federal Personnel Manual. Although not guaranteed repromotion, such employees shall be repromoted when a vacancy occurs at their former grade (or any intervening grade) for which they have demonstrated that they are well qualified, unless there are persuasive reasons for not doing so. As a minimum, the selecting official shall use the repromotion eligible's personnel file, his/her supervisor's yearly performance appraisal, and in interview of the repromotion eligible. Consideration of employees entitled to special consideration for repromotion must precede efforts to fill any vacancy by competitive promotion procedures except when another employee has a statutory or regulatory right to be placed in or consideration for the position. If a selecting official considers an employee entitled to special consideration under this paragraph but decides not to select him or her for promotion, and then the employee is certified to the official as one of the best qualified under competitive promotion procedures for the same position, the official must select the employee unless there are persuasive reasons for not doing so. In the event of nonselection from a certificate, the selecting official must state his reason for the record. In such cases, the reason for the nonselection will be included in a written notice to the employee.

Section 24.05. Employees entitled to consideration for repromotion under the provisions of Section 24.04 will be advised in writing by the Personnel Division of any merit promotion announcements for positions for which they qualify for special consideration at least 10 days prior to opening the position to merit promotion or other selection processes. Repromotion eligibles who are going on leave or temporary duty away from the Center for more than 10 days may arrange with the Personnel Division to be included as candidates for any merit promotion competition for which they qualify while absent. This can be done by submitting a written request to the Personnel Placement Section of the Personnel Division. In addition, the Union will be notified five days in advance of the posting of a merit promotion for such positions.

Section 24.06. The Union will be furnished a copy of vacancy announcement for all positions in NASA Codes 200, 300, 500, 600, 700, and 900 when they are released for posting on official bulletin boards. The Center also agrees to publish bi-weekly staff memos listing vacancy announcements currently open for competition under the CPP and UMP and the disposition and results of closed announcements.

Section 24.07. Unit employees who compete for any merit promotion vacancy at the Center will be given written notice by the Personnel Division including:

- A. The name of the individual selected.
- B. Whether they were found to be qualified on the basis of minimum standards.
- C. Whether their names were on the list of best qualified candidates from which the selection was made. If they were not on this list, they shall also be given their rating scores upon request, along with the score needed to be on the best qualified list. Further, upon request, the unsuccessful candidates will be advised in what areas, if any, they should improve to increase their chances for future promotions. In the event a supervisory appraisal is a major determining factor in the employee's nonselection, upon request of the employee, the Personnel Division will arrange an informal meeting for the employee to discuss the appraisal with his or her supervisor.

Section 24.08. The Center will respond to an employee's question or complaint about the promotion program or about a specific promotion action and provide the employee with all appropriate information or explanation, including his or her numerical rating. If the matter cannot be resolved on an informal basis and the employee submits a formal complaint alleging a violation of the CPP, UMP, or this Article of this Agreement, the complaint will be processed under the negotiated grievance procedures. Nonselection from among a group of properly ranked and certified candidates will not be accepted as the basis for a formal complaint or grievance. The Center recognizes that employees may be represented or assisted by the Union in any formal complaint or grievance concerning a merit promotion action.



Section 24.09. Promotion actions are not appealable to the Office of the Personnel Management. However, as provided in FPM Chapter 335-28-5.3, the OPM may investigate an employee allegation that the Center has not handled a complaint in accordance with established procedures, or that a basic requirement of the CPP or UMP has been violated.

Section 24.10. A career promotion is a promotion of an employee without current competition under the CPP. When an employee's position is reconstituted in a higher grade because of the accretion of additional duties and responsibilities not the result of planned management action, the employee may be given a career promotion as provided in FPM Chapter 335-2. All career promotions processed without merit promotion competition will be consistent with basic requirements established by the Office of Personnel Management. Selection or nonselection for a career promotion shall not be arbitrary or capricious. A repromotion eligible shall be given priority consideration for assignments which would facilitate a career promotion.

Section 24.11. Upon request to the Personnel Office, or their supervisor, Unit employees will be provided information as to the known promotion potential in their present jobs. Other information on career promotion opportunities and career counseling services also will be provided at the request of the employees.

Section 24.12. In the event an applicant's supervisor appraisal in connection with a merit promotion is significantly inconsistent with the applicant's latest performance appraisal evaluation, he/she shall be accorded an opportunity, upon request, to discuss the inconsistency with his/her immediate supervisor.

Section 24.13. If one or more candidates has gained experience from a noncompetitive detail assignment, the fact that such experience was gained in noncompetitive manner will be documented for members of the promotional detail.

Section 24.14. Special consideration for a repromotion eligible shall continue for an indefinite period until the employee has a position at his/her previous grade or higher and with the potential of his/her previous grade or higher.

Section 24.15. When an employee is due priority consideration as defined in 201(2) of the CPP dated March 31, 1980, the selecting official shall as a minimum use the employee's personnel file and his/her supervisor's yearly performance appraisal. If the result of the evaluation is that the employee meets

at least the minimum qualifications essential to successfully perform in the position and if the vacant position is to be filled within a six (6) month period, then the employee entitled to priority consideration, if not selected, must be given written reasons for nonselection upon request.

Section 24.16. Copies of agency wide competitive announcements received by the Center will be posted. As a minimum, the information in Appendix B of the CPP must be provided for each opportunity announced, and this information will be publicized on five mutually agreed bulletin boards so that all eligible employees within the area of consideration have an opportunity to learn of the vacancy. In addition, a copy of each such announcement will be sent to the Union.

Section 24.17. The provisions of this Article apply solely to nonsupervisory positions within the Bargaining Unit. (See also Section 39.05.)

Section 24.18. For positions governed by the Upward Mobility Program NHB 3410.5b, amended January 11, 1983, (GO, STEP, CROSSOVER), the general training agreement shall be drawn up prior to the posting of the vacancy announcement.

Section 24.19. Employees entering the STEP program below the GS-5 level shall be converted to the appropriate technical or professional series at the time they reach the intermediate target level of a GS-5.

## ARTICLE 25

### WITHIN GRADE INCREASE

Section 25.01. Employees whose performance is determined to be at an acceptable level of competence will be granted within-grade increases when they meet prescribed time-in-grade requirements as provided in applicable regulations.

Section 25.02. At least 120 days prior to an employee's completion of the time requirement for a within-grade increase, the Personnel Division will forward NASA Form C-461 (Determination of Eligibility for Within-Grade Increase) to the appropriate organization. If there are factors in the employee's performance which may cause the within-grade increase to be denied, he or she will be notified in writing at least 90 days in advance of the date the within-grade increase is due. The written notice will include:

- A. An explanation as to each aspect of performance in which the employee's work is considered to be below the acceptable level.
- B. What the employee must do to improve performance to the acceptable level.

Section 25.03. At the time the within-grade increase is due, if the supervisor determines that the employee's work is not of an acceptable level of competence, the employee will be advised in writing. The written determination will include the reasons as to the negative determination and information as to the employee's right to request reconsideration of the level of competence determination by submitting a written request to the Personnel Officer within 15 days. The reconsiderations will be accomplished by a management official at a higher level in the organization who took no part formally or informally in the original decision. The employee has the right to contest the basis for the negative determination personally and/or in writing and the right to have a Union representative or someone else of the employee's own choosing to assist in presenting the request for reconsideration. The employee will be provided a written decision within 10 work days after the reviewing official's receipt of the request for reconsideration unless there are extenuating circumstances that delay this action. If the reconsideration is unfavorable, the employee has the right to file a grievance at Step 2 of the Grievance Procedure of this Agreement.

Section 25.04. If a negative determination is changed as a result of reconsideration or appeal, the employee is entitled to the within-grade increase on the date when the increase otherwise became due.

Section 25.05. If the employee has not been given 90 days advance notice as provided in Section 25.02, the supervisor may still make a negative level of competence decision and deny the within-grade increase when it is due. However, in such cases, the supervisor will be required to make another level of competence determination 90 days later.

Section 25.06. For an employee whose work previously failed to attain an acceptable level of competence, a new determination can be made at any time the supervisor concludes that the employee is performing at an acceptable level. A new level of competence determination must be made no later than 52 weeks from the date the within-grade increase was denied. Supervisors are encouraged to counsel with employees during this period and make an interim determination if deemed appropriate. At any time within the above 52-week period the employee may request a review of his/her progress toward achieving an acceptable level of competence.

## ARTICLE 26

### HAZARD PAY DIFFERENTIAL

Section 26.01. Employees are entitled to pay differentials for irregular or intermittent duty involving unusual physical hardships or hazards as provided in the Office of Personnel Management and Agency regulations. A schedule showing duty conditions under which hazard pay is authorized and the pay differential rate established by the Office of Personnel Management is published in LMI 3590.1b.

Section 26.02. Supervisors are responsible for providing safety measures, work methods, and protective equipment to eliminate or minimize any hazards or physical hardships that employee may be exposed to in their work assignment. If there is any question as to whether a specific work situation involves exposure to hazards or unusual physical hardships, the supervisor will request the Safety Office to make a hazard assessment in accordance with LMI 3590.1B.

Section 26.03. An employee may appeal a hazard assessment relating to his or her work assignment in writing to the Chairman, Lewis Executive Safety Board and may make a personal presentation to the Board in pursuing such an appeal. In presenting an appeal of this nature to the Executive Safety Board, the employee is entitled to representation by the Union. If dissatisfied with the decision of the Executive Safety Board, the matter may be further appealed at Step 3 of the Grievance Procedure.

Section 26.04. To the extent hazard pay determinations are within the discretionary authority of the Center, as provided in Office of Personnel Management and Agency regulations, such determinations will be subject to the grievance and arbitration provisions of this Agreement. If there are work situations in the Unit not covered in one of the categories for which the Office of Personnel Management has authorized hazard pay, but considered by the Center to warrant a pay differential because of severe hazard or hardship, they will be submitted for review by the Office of Personnel Management as provided in Section 550.903 of the regulations.

Section 26.05. Nothing in this Agreement shall be interpreted to preclude the right of the Union or the International Office of IFPTE to request the Office of Personnel Management to consider amendments or additions to the schedule for hazard pay differentials.

## ARTICLE 27

### INCENTIVE AWARDS PROGRAM

Section 27.01. The Center and the Union recognize the significance of and the benefits to be derived from the Incentive Awards Program. The program will be designed and 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 efforts that contribute to improvements.

Section 27.02. Incentive awards will be approved and presented in accordance with NASA and Center guidelines. The Center will obtain and consider the views of the Union prior to implementing any substantive changes in the Incentive Awards Program.

Section 27.03. The Center agrees that the Union may appoint two (2) members to serve on the G.S. Suggestion Awards Committee. The Committee will meet at least quarterly or more frequently depending on the backlog of suggestions to be processed.

Section 27.04. The cost reduction program is administered separately from the suggestion program and does not involve cash awards. To be considered for a cash award, cost reduction ideas must be submitted on Form C-9034 to the Executive Secretary, Lewis Suggestion Awards Committee.

Section 27.05. An employee dissatisfied with the decision on his/her suggestion may file a written request with the Executive Secretary of the Suggestion Awards Committee to have his/her suggestion reconsidered by the Committee. A copy of the employee's written request will be distributed to committee members.

## ARTICLE 28

### PROFESSIONAL RECOGNITION

Section 28.01. The Center recognizes the importance of publishing the results of its scientific and technical work promptly and in conformance with the highest appropriate standards of scientific and technical reporting. Such reporting may be in NASA scientific or technical publications, in contractor or grantee reports, in scientific or technical reports, in the learned journals, in proceedings of professional meetings, and/or in books and/or in any suitable media. Review and approval of the contents of all publications will be through the normal Center review process.

Section 28.02. Authors shall be those persons who actively participate in the work described in a publication or in the writing of that publication and who can defend effectively the main technical content of the publication to a peer audience. Credit for substantial assistance by other employees may be given through an acknowledgement. Co-authors will normally be responsible for determining the prime author.

Section 28.03. No NASA editor or supervisor shall alter a paper or report submitted for publication without explaining the reason for the change to the author prior to publication. The final decision as to whether or where to publish resides with the Center. Every reasonable effort shall be made to accommodate the author's request in this regard.

Section 28.04. It is agreed that when material is approved by the Center for presentation at a technical meeting, the principal author of the paper will be permitted to make the presentation unless there are mitigating circumstances which preclude his or her attendance at the meeting. The contents of the presentation will be subject to the normal Center review process.

Section 28.05. Professional employees are encouraged to join and participate in technical societies. If such participation is deemed by management to be work connected, it shall be referenced in the employee's position description. Employees may be authorized to attend or chair meetings of technical societies on work time, subject to management determinations concerning the degree of work relatedness, other workload conditions and availability of travel funds. The Union agrees that management decisions concerning participation in the meetings of professional or technical societies will not be subject to the arbitration provisions of the Agreement.

Section 28.06. For positions in basic and applied research, professional contributions and achievements will be documented in the employee's official position description if they are a significant factor in the classification of the employee's position. Supervisors are responsible for assuring that information of this nature is included in the position description.

Section 28.07. When technical accomplishments are formally recognized through the Incentive Awards Program, they will be documented in the employee's Official Personnel Folder. Individual employees may update their personnel qualifications record in their personnel folder at any time to include additional information on their professional contributions, achievements, and activities. Supervisors may be requested to certify as to work related activities. Such information shall not be altered or removed from the official personnel file without the knowledge of the employee.

## ARTICLE 29

### EQUAL EMPLOYMENT OPPORTUNITY

Section 29.01. The Center and the Union agree to work together to assure that all employees are given equal opportunity in all employment and personnel practices without regard to race, color, religion, age, national origin, sex, or handicapping condition.

Section 29.02. The Center will keep the Union informed as to EEO policies, programs, and affirmative action plans which involve or affect employees in the bargaining unit. Union assistance, suggestions, and views will be solicited in developing or revising EEO plans. The Union will be given 75 copies of the Center's Affirmative Action Plan and a copy of supplemental EEO plans which are developed for the Directorates where Unit employees are assigned.

Section 29.03. The Center agrees that the Union may appoint a Unit representative to serve on the Center's EEO Committee. The Unit member of the committee will keep the Union informed as to Center activities in developing and implementing EEO programs and plans, and will serve as the focal point for the Union to contribute ideas and suggestions. Upon request, the Union EEO Committee representative will be provided a copy of any statistical data maintained by the EEO Office.

Section 29.04. The Union will be given the opportunity to nominate an employee from the bargaining unit to serve as one of the EEO Counselors at the Center. Any candidate nominated must meet the qualifications criteria established by the Office of Personnel Management to be selected for appointment as a counselor. The use of a Union nominee as an EEO Counselor will in no way restrict or interfere with the right of employees in the Bargaining Unit to select the counselor of their own choosing in the event they have an EEO complaint.

Section 29.05. Employees who file EEO complaints will be entitled to have a Union representative or any other representative of their own choosing assist and/or represent them in presenting and pursuing the complaint.

Section 29.06. The Center will advise the Union of all EEO complaints; informal complaints by statistics and formal complaints by name. However, it is understood that the Union has no role or input in the processing or settlement of individual complaints unless it has been designated as the representative of the complaint.

Section 29.07. The Union shall have the right to have an observer present at discrimination complaint hearings unless the employee who requests the hearing objects on the grounds of privacy and the complaints examiner determines that the objective is valid. The right of the Union to have an observer at the hearing does not in any way impair the right of the employee to choose his or her own representative.



Section 29.08. An aggrieved employee having a complaint of discrimination shall have the right of review set forth in Section 2000e-16, Title 42, U.S. Code.

Section 29.09. Upon request, the Center will provide the Union with the data referred to in Section 7114(b)(4), Title V, U.S. Code.

Section 29.10. The Center agrees to treat matters of sexual harassment in accordance with the rules, regulations and guidelines promulgated by the EEOC.

Section 29.11. The Union recognizes the importance and benefits to be derived from the Center's program to employ and selectively place handicapped individuals in positions for which they are occupationally qualified. The Center will continue to operate a positive program to facilitate the placement and utilization of handicapped employees.

Section 29.12. The Center will consider any recommendations or suggestions from the Union as to improvements in the program or special facilities which may be needed for handicapped employees and will make every reasonable effort to implement such recommendations and suggestions where hazardous situations exist, or where existing conditions put handicapped employees at a disadvantage, depriving them of opportunity or services available to other employees.

## ARTICLE 30

### TRAINING AND EMPLOYEE DEVELOPMENT

Section 30.01. The Center will provide employees with training and career development opportunities to maintain and improve the skills and professional knowledge necessary to perform their work effectively, to develop new skills and knowledge necessary to carrying out the Center's mission, and to provide for career development opportunities where the needs of the Center and the interest of the employee are compatible. The Center will continue to publish information on training opportunities and programs available to Unit employees. The training program will be administered subject to the provisions of the Government Employees Training Act and agency policy and budgetary constraints.

Section 30.02. The Center encourages employees in the Unit to discuss their individual career development goals and objectives with the supervisors and seek counseling from their supervisors and the Personnel Division in attaining their goals. The Center's Training Officer will provide information and advice to Unit employees and their supervisors concerning availability and relatedness of training programs in keeping with broad job related needs and general personal career objectives. Career development plans will be developed for individual employees, if requested by the employee, and if the employee's career goals and are consistent with current or projected training and staffing needs of the Center.

Section 30.03. All training opportunities will be offered to Unit members without regard to race, religion, sex, age, union affiliation or national origin. In a similar manner, physical handicap shall not be used as a basis of discrimination, subject to the provisions of Title 5, Section 7203, U.S. Code.

Section 30.04. The Center will pay tuition support for all approved training programs and, where appropriate, provide official time, per diem, and travel expenses to attend such training.

Section 30.05. Employees who acquire new or enhanced skills through self-training or training received outside Government channels are encouraged to document such training or self-development activities for inclusion as part of the personnel qualifications records in their Official Personnel Folders. Such documentation must be made a part of the employee's personal qualification record when presented by the employee or his/her representative subject to OPM rules. Supervisors may be asked to certify as to skills and knowledges applied in the performance of work on the job.

Section 30.06. Upon request, subject to the provisions of the Privacy Act, the Union may arrange with the Center's Training and Development Office to review records on training program or training provided individual employees in the Unit.

Section 30.07. Proposed changes in the employee development policy statement presently set for in LMI 3410.ID affecting employees within the Unit will be submitted to the Union for review and comment, receipt of which shall be 10 work days before publication or implementation. When requested by the Union within that time period, the parties will meet to negotiate relative to any comments which the Union may offer concerning the proposed policy change

or changes to the extent that the subject matter is not included in Section 3.01 of this Agreement and to the further extent that such subject matter is within the discretionary authority of the Center.

Section 30.08. If there are changes in the mission of the Center or technological changes are made in accordance with Article 3 of this Agreement which result in the need for updating the existing knowledges and skills of one or more unit employees, as far in advance of such changes and to the extent practical, the Center may provide training or retraining for such employees subject to the manpower needs of the Center. The Center will solicit training recommendations from the Union and accord same serious consideration. The decision to accomplish any training or retraining shall remain in the sole discretion of Center management. Cases involving employees adversely affected by a management decision not to train will be handled in accordance with the provisions of Article 3 of this Agreement.

Section 30.09. It is generally understood that training for unit employees usually falls within the following categories:

- (1) Training to maintain or enhance technical proficiency.
- (2) General personal development in the nontechnical aspects of individual work assignments and responsibilities.

## ARTICLE 31

### PERFORMANCE APPRAISAL

Section 31.01. The performance appraisal system for employees covered by this Agreement will be implemented according to the "NASA Performance Appraisal System for Non-Supervisory Employees" in effect at the time of this Agreement as modified and superseded by what follows in this Article. The parenthetical references in this Article correspond to the numbered parts of the NASA performance system for ease of reference.

Section 31.02. The Upward Mobility programs and the Competitive Placement Plan are excluded from the requirements of the performance appraisal system. The performance appraisal system shall not supersede provisions of the Upward Mobility programs and the Competitive Placement Plan. (2e)

Section 31.03. Definitions

- a. Job Element is any major function, activity, or task which
  - 1) can be objectively measured,
  - 2) is directly related to one or more of the officially assigned duties and responsibilities contained in a current position description, and
  - 3) is important during a given appraisal period. (3a)
- b. Performance Requirements (standards) shall be expressed in terms of quantity, quality, timeliness, process, product, or other manner or performance measurement, leaving room for the possibility of exceeding the requirement. (3c)
- c. The supervising official's responsibility under this system shall not be delegated to a nonsupervisory employee. (3e)
- d. The reviewing official and the supervising official shall not be the same person. (3f)
- e. Individuals Job Element Rating Levels
  - 1) Exceeds – performance on a job element exceeds the performance requirement.
  - 2) Meets – performance on a job element meets the performance requirement.
  - 3) Fails to Meet – performance on a job element which does not meet the performance requirement. This rating should be assigned to performance which does not meet the requirement in substantial part. (3g)

Section 31.04. Performance plans and appraisals will be fair, reasonable and based solely on actual performance against the performance requirements specified in the performance plan. There will be no pre-established distributions of expected levels of performance. (5e)

- a) Prior to the initiation of any action based on unsuccessful performance, the Employer shall consider the full range of corrective or remedial action. Any action by the Employer based on unsuccessful performance shall not be unreasonable. No such action will be initiated based on unacceptable performance until a reasonable period of time for improvement has been provided. Normally, this period will not be less than ninety (90) days. (5f)

- b) When the employee spends official time performing federally protected labor relations activities, his/her performance appraisals shall provide for due consideration by the supervising official of such activities, but may in no way reflect a negative impact on the appraisal results. Nothing in this system, its administration, or its operation, shall limit the lawful activities of such employees in a representational capacity, nor shall they be denied access to the benefits of this system because of such federally protected labor relations activities. (5j)

#### Section 31.05. Appraisal Process

- a) If the employee disagrees with any portion of the performance plan, he/she may so indicate on the plan or on a separate sheet to be attached to the plan. (6a)
- b) Performance appraisal decisions shall include allowance for factors beyond the control of the employee which may have caused the employee not to achieve a specified performance level. An employee may be rated less than successful only after a ninety (90) day prior warning and a reasonable opportunity to demonstrate successful performance. The warning shall be in writing and shall state: (1) what job requirements the employee is failing to meet satisfactorily; (2) what the employee must do to bring his or her performance to a satisfactory level in the ninety (90) day period; (3) what efforts will be made to help the employee improve; and (4) a Union representative may be present, at the employee's request, at any meetings involving the employee's performance when a warning letter has been issued. (6c.(2))

Section 31.06. Unit employees are encouraged to keep abreast of current and projected state-of-the-art developments in their particular disciplines. Center Management recognizes that the success of the Center lies in the technical excellence and dedication of its employees and accordingly will use this performance appraisal system as a means to provide professional growth and to provide improved performance incentives through proper recognition of any achievements and through earned participation in awards, promotions and benefits. The performance appraisal for each employee will be used by Center Management in accordance with Title 5 U.S. Code, Section 4302 (a) (3) and as the principal performance criterion, except where government-wide regulations provide for other performance considerations, for training, rewarding, reassigning, granting or denying within-grade increases, "career ladder"

promoting, reducing in grade, retaining, taking remedial action or taking removal action, and any other personnel action where performance is a criterion. There will be no quotas established for the distribution of the various ratings among employees covered by the performance appraisal systems. (8)

- a) Promotion – The results of the performance appraisal shall provide the principal performance criterion for selecting an employee from his/her peer group to receive a career promotion. The appraisal results shall be used in a manner which assures the reasonableness and objectivity of the appraisal process. (8a)

Section 31.07. An employee who is dissatisfied with a rating received under this Article may request reconsideration and will be given a reasonable amount of official time for preparation of such request. An employee who is dissatisfied with the reconsideration decision may initiate a grievance in accordance with the grievance procedure of this Agreement at Step 2 within fifteen (15) days of receipt of the reconsideration decision. An employee may grieve a rating received under this Article without first requesting reconsideration. (9b)

Section 31.08. Prior to conducting any general training of employees specifically relative to the performance appraisal system, the Union will be provided a copy of all training handouts and the outline of the training program. If practical, a session will be held for Union officials and stewards prior to training employees. Union comments, suggestions, and recommendations will be given serious consideration. At performance appraisal training sessions directed by the Employer, the Union will be given the opportunity to orally present a fifteen (15) minute written statement (approved by the Employer in advance) regarding implementation of the performance appraisal system. (10)

Section 31.09. The results of performance appraisal system evaluation will be made available to the Union. (11)

Section 31.10. Performance appraisal records and employee access to them shall be in accordance with Article 33, Official Personnel Folders. Except for general administrative purposes where the identification of an individual employee is not important, the personnel office will maintain a check out record which indicates to whom the performance appraisal file was revealed and when. These records shall be available to the employee for review upon request. (12)

## ARTICLE 32

### SAFETY AND HEALTH

Section 32.01. The Center agrees to provide and maintain safe working conditions and will comply with all applicable laws and regulations relating to the safety and health of employees covered by this Agreement consistent with the standards of the Occupational Safety and Health Act.

Section 32.02. No employee will be required to involuntarily perform work in areas or on equipment where conditions detrimental to safety or health exist. Suspected hazards or unsafe work conditions identified by employees should be immediately reported to the responsible supervisor of the Safety Office. The decision to close down an operation of work activity because of unsafe conditions will be made by the supervisors, the Safety Officer, or responsible management officials in the Center's safety organization. However, if it is reasonable to assume that there is an imminent danger to life or safety, the work or test operation should be suspended immediately pending assessment or correction of the hazard.

Section 32.03. Decision on the application of safety and health standards and alleged unsafe or unhealthful conditions will be made by occupational safety and health specialists and officials in the Center's safety and environmental quality organizations. Disputes on such matters are not subject to the arbitration procedures of this Agreement. Unit employees may obtain the assistance of Union representatives in resolving disputes concerning alleged hazardous conditions. Such complaints may be referred directly to the Safety Office or presented at Union-Management meetings as indicated in Article 7. Unit employees and their Union representatives will be advised as to the disposition of any complaints or recommendations which they submit. Written complaints or presentations will be responded to in writing after the matter has been evaluated by technical specialists in the Center's occupational safety and health organization.

Section 32.04. Hazard assessment will be made in any work areas or operations which may involve potential safety or environmental problems to assure that adequate protective clothing, devices, and safety measures are used to minimize or eliminate any risks to the safety and health of employees. Employees assigned to work in areas or operations where there are potential hazards will be instructed by the responsible supervisor as to the nature of the hazards and safety measures and procedures to be followed. Where employees are exposed

to a potentially hazardous environment in their regular work assignments, as determined by the Office of Environmental Health, they will be given periodic health screening examinations under the Center's medical monitoring program. Where hearing and/or sight tests are determined to be necessary, the results will be interpreted by specialists in the respective fields.

Section 32.05. It is agreed that the Center will provide all protective clothing and/or devices determined necessary by the Safety Office to assure the safety of employees in performing work assignments.

Section 32.06. The Union is encouraged to submit its suggestions and recommendations for changes in safety policies and practices at any time. Safety problems or recommendations may be referred to management through regularly scheduled union-management meetings. Matters of immediate concern involving safety hazards should be referred directly to the Safety Office or appropriate officials in the Center safety organization. At least annually the Union President or his/her designee will be given the opportunity to meet with the Center's Executive Safety Board to present the Union's views and recommendations concerning the safety program.

Section 32.07. Professionally qualified employees within the Bargaining Unit may be appointed to serve on the various standing committees in the Lewis safety organization. Selections for such assignments will be made by the Chairman of the Executive Safety Board on the basis of professional disciplines and work related knowledge required. As vacancies occur on area safety committees without bargaining unit members, the Union will be given the opportunity to nominate Unit employees for consideration for committee assignments. Nominees identified by the Union will be carefully considered based on their experience and qualifications and availability for the work assignment.

Section 32.08. If there are accidents involving serious injuries to unit employees, the Union will be given the opportunity to appoint a representative to act as observer in the investigation conducted by the Accident Investigation Committee. The Union will be given the opportunity to designate a representative to participate in the annual inspections conducted by the Industrial and Fire Safety Office. Inspections will be conducted during September through November. If the time period for these inspections is changed, the Union will be given a minimum advance notice of two weeks. The Union will be informed of scheduled inspections at the same time and in the same manner as other team members.



Section 32.09. The Union will be provided copies of the summaries of safety inspections and quarterly statistical reports on occupational injury and illness cases.

Section 32.10. The Center will provide first aid treatment and other medical aid for any employee who is injured in the performance of work or contracts a job-related disease or illness. The Center will continue to provide training for Nurse and Firefighter personnel as appropriate to update their skills in the first aid treatment of employees who are injured at work. The Center also will make every effort to arrange transportation, if required, for an employee incapacitated due to illness or an accident on the job.

Section 32.11. Medical care and treatment for job-related injuries or occupational illnesses will be provided at no cost to the employee under the provisions of the Federal Employees Compensation Act. Such medical services may be provided by any duly qualified, local, private physician or hospital of the employee's choice. Employees who suffer job-related injuries or illnesses will be advised as to their rights and benefits under the Compensation Act.

Section 32.12. In the event the Center is advised by competent medical authority that an employee is unfit either physically or mentally to perform his or her assigned duties, the employee has the right to seek additional opinions and/or judgments by any independent licensed practitioner which shall be made a part of the final record upon which the fitness for duty determination is made.

Section 32.13. Medical information maintained by the Center on any employee will be made available for review by the employee or his or her designated representative in accordance with provisions of the Federal Personnel Manual and the Privacy Act of 1974.

Section 32.14. The Center will participate in the Federal Employee Occupational Health Program and provide medical treatment and services for employees consistent with related program guides issued by the Office of Personnel Management and NASA. Employees who receive medical services or examinations during working hours at the Center's medical facility will not be charged annual or sick leave if they are otherwise in an active duty capacity.

Section 32.15. Periodic health maintenance examinations will be made available to employees on a voluntary basis. The scope and frequency of the physical examinations and the tests provided will be determined by the Center's Medical Officer consistent with NASA policies for the Occupational Medicine

Program. Any findings or records developed as a result of voluntary participation in health maintenance examinations will be safeguarded as medically confidential. These Health Screening Clinic records will be maintained in accordance with the provisions of the Privacy Act (5 USC, 552a.).

Section 32.16. Recognizing that health, safety, productivity, and morale are influenced by work environment, the Center agrees to provide employees necessary space with adequate lighting, ventilation, and heating in which to perform their assigned duties. Where employees feel that the work environment does not permit performance of their assigned duties, they should report the problem to their immediate supervisor. The supervisor will investigate the situation and advise the employee of the findings.

Section 32.17. The number of Union appointees in the composition of any advisory committee on occupational safety and health established in accordance with Executive Order 12196 shall equal the number of representatives from the other Union at the Center.

Section 32.18. A grievance may be filed whenever medical information about an employee is divulged to a person who does not have a need to know.

## ARTICLE 33

### OFFICIAL PERSONNEL FOLDERS

Section 33.01. The Official Personnel Folder prescribed by the Office of Personnel Management is an official repository for records affecting an employee's status and service during his/her entire Government employment. The folder provides the basic source of factual data about the employee's employment history and is used by the Personnel Division in screening qualifications, determining status, computing length of service, and other information needed in providing personnel services. In addition, folders may be reviewed by, or be used to furnish information to, supervisors, managers, and other officials whose duties require access to such folders. A checkout record will be maintained in the folder for the life of the file. A record of access to the file will be maintained in accordance with Privacy Act regulations.

Section 33.02. To the extent it is not contrary to the Office of Personnel Management regulations, each employee, and/or his or her designated representative who has been so authorized in writing by the employee, shall, upon request, be permitted to review or be provided a copy of any document appearing in his or her Official Personnel Folder.

Section 33.03. Any record in the Official Personnel Folder which has not been disclosed to the employee will not be used as a basis for disciplinary action. Except as provided by the Office of Personnel Management regulations, no material of a derogatory nature which might reflect adversely upon the employee's character of Government career will be placed in the Official Personnel Folder without the employee's knowledge.

Section 33.04. Records of complaints and charges determined to be unfounded, placed in the Official Personnel Folder, will be only those authorized by the Office of Personnel management as required records or as necessary to document entitlement to back pay or other benefits. Such complaints or charges will not be considered in connection with any disciplinary action or promotion consideration.

Section 33.05. Official Personnel Folders shall be maintained in accordance with regulations and instructions issued by the Office of Personnel Management. Employee may submit written requests for correction or amendment of records in their personnel folder to the Personnel Officer. Corrections or amendments will be made within 30 workdays unless the request is denied. If denied, the employee will be advised in writing of the reasons and the procedures for appealing the denial under the Privacy Act.

Section 33.06. Upon request, an employee will be given access to his/her Official Personnel Folder checkout record. It is understood that an individual removing an Official Personnel Folder for the file is not permitted to allow unauthorized persons to see the content of said folder. It is the policy of the Personnel Division that the person removing the folder indicate on the checkout record card any other authorized person(s) having seen the file.

## ARTICLE 34

### SUPERVISION

Section 34.01. Each employee is entitled to know who his or her supervisors are and shall have direct access to his or her supervisors at a time convenient to both the employee and the supervisor.

Section 34.02. Under normal circumstances, employees shall not be required to report to more than one (1) supervisor. In the event that a higher ranking member of management gives orders of direction directly to an employee without the knowledge of the employee's supervisor which conflict with the employee's current instructions, it shall be the responsibility of the employee to make such orders/direction known to the applicable supervisor in a timely fashion. If an employee is given multiple tasks to perform simultaneously and there is a conflict, the supervisors shall establish task priorities. This section does not prohibit an employee from receiving work assignments from project leaders, contract managers, or supervisors other than the individual to whom the employee reports.

Section 34.03. The Union, through its representatives, may bring to the Employee/Labor Relations Officer's attention situations within the Unit where they feel there are work-related problems due to supervisory performance.

Section 34.04. The parties hereto recognize that a unique and special situations exists with respect to unit employees whose job assignments deal with contracted out work. In such a situation, the employee's duties may often be intermingled with or overlap the work of the contractor. The supervisor therefore will take particular care to define and specify the work assignments and responsibilities with respect to the contractor's work. Nothing in this Section shall be interpreted to allow any Unit employee to refuse any work assignment.

## ARTICLE 35

### SOLICITATION

Section 35.01. The Union recognizes the Center's civic responsibilities and will participate in and will encourage employees to do their share in all officially authorized drives in which the employee may determine how his or her contribution is distributed.

Section 35.02. During any officially approved or sanctioned fund raising drive, employees have the right to make their donations in accordance with true voluntary giving and to keep the give confidential if they so choose. Any coercion or violation of an individual's confidentiality is subject to the Grievance Procedure.

## ARTICLE 36

### EXCHANGE ACTIVITIES

Section 36.01. The Center Exchange Organization, which include the stores and cafeterias, will continue to operate activities to contribute to the efficiency, welfare, and morale of employees. A financial report on Exchanges activities will be published annually and a copy provided the Union.

Section 36.02. Union commends and suggestions concerning the Exchange activities may be submitted to the Labor Relations Office at any time and will be carefully considered by the Center. A Union representative, appointed by the Union president, shall be invited to attend each Exchange Council meeting to present the Union's views and recommendations concerning the operation of the Exchange activities. The representative shall not be a voting member of the council.

Section 36.03. The Center agrees to provide Exchange activities and services in accordance with NMI 9050.6A.

## ARTICLE 37

### QUALITY CIRCLES

Section 37.01. The parties agree that Labor and Management cooperation is essential to the success of the Quality Circle Program at the Center. Therefore, the parties agree that this program will be administered by the Center consistent with the following understandings:

- a) The Union will be entitled to appoint two representatives to serve on the Quality Circle Steering Committee.
- b) Participation of Bargaining Unit employees in Quality Circles will be voluntary. An employee's decision to participate or not to participate will not be a factor in performance appraisal or work assignments.
- c) Quality Circles which include bargaining unit employees will not consider issues which are covered in negotiated labor agreements at the Center.
- d) Suggestion and/or Special Achievement Awards will not be given to employees for any Quality Circle participation or activity.
- e) Appropriate training and orientation as determined by the Steering Committee will be given to Union Officers, Stewards, and Representatives.
- f) The appropriate Union Steward or Representative may attend and observe a Quality Circle meeting by making advance arrangements with the Facilitator.
- g) Quality Circles will meet during regular duty hours.

Section 37.02. The Quality Circle Program Coordinator will provide the Union a copy of Quality Circle problems that are selected by any Quality Circle having members in the Bargaining Unit.

## ARTICLE 38

### INTERGOVERNMENTAL PERSONNEL MOBILITY ASSIGNMENTS

Section 38.01. Under the authority of the Intergovernmental Personnel Act of 1970, assignments of personnel to or from states, local governments, and institutions of higher education are intended to facilitate federal-state-local cooperation through the short-term assignment of skilled manpower.

Section 38.02. The Center agrees to notify the Union whenever a temporary assignment of a Unit employee is under consideration for negotiation with a state or local government, or an institution of higher education. Likewise, negotiation of the temporary assignment of an employee, a state or local government, or an institution of higher education, to fill a position normally held by a Unit employee.

Section 38.03. The Center agrees to consider Union recommendations as to candidates within the Unit who may be interested in such assignments.

Section 38.04. A Union official shall be present during briefings of Unit employees who are given the temporary assignments.

Section 38.05. All assignments will be made in accordance with Part 334, subchapter B of Chapter 1 of Title 5 of the U.S. Code of Federal Regulations.

## ARTICLE 39

### GENERAL PROVISIONS

Section 39.01. The Center agrees to notify the Union in advance of any general personnel program reviews to be conducted by the Office of Personnel Management, NASA Headquarters, or other Federal agencies.

Section 39.02. No investigation, survey, or questionnaire shall be processed by the Center which would abridge, deny, or encroach upon an employee's legal or civil rights under the law. Copies of any survey or questionnaire initiated by Center Management shall be furnished to the Union twenty-four hours prior to distribution to members in the bargaining unit.

Section 39.03. The parties recognize the need for a pre-retirement counseling program. The Center will consider the recommendations of the Union in planning and operating the program. At least annually, arrangements will be made for the Union President or his or her designee to meet with the Program Coordinator in the Personnel Division to present Union's views and suggestions concerning retirement counseling activities.

Section 39.04. The Center agrees that the Union may appoint a representative to serve on the Lewis Awareness Committee. The Union member of the committee will keep the Union informed as to the operations of the Awareness Program and serve as the focal point for the Union to contribute ideas and suggestions.

Section 39.05. The parties recognize the right of employees to be represented or assisted by the Union in connection with complaints concerning a merit promotion action involving positions outside the bargaining unit.

Section 39.06. Time and attendance reporting procedures will be in compliance with existing GAO regulations. Electromechanical devices will not be used during the life of this Agreement.

Section 39.07. If an employee leaves the Bargaining Unit for any reason, including death, while a grievance on his/her behalf is in process, the Center agrees that the Union may proceed with the action through all procedures which would have been available had the employee remained a member of the bargaining unit.

Section 39.08. Upon request, a Unit employee will be permitted to review any record maintained by the Center on that employee, provided that such review is authorized by the Privacy Act.

## ARTICLE 40

### FACILITIES FOR UNION COMMUNICATIONS

Section 40.01. The Center agrees to provide space on official bulletin boards for posting of material pertaining to official Union matters. The Union will submit the required number of copies of the material desired to be posted to the Labor Relations Office.



Section 40.02. The Union will be permitted to use the LEWIS NEWS to announce Union meetings and activities. The Union agrees to submit a copy of the announcement to the Labor Relations Officer for transmittal to the editor of the LEWIS NEWS at least ten (10) days prior to the LEWIS NEWS publication date.

Section 40.03. The Union may use the Center internal mail system solely for the purpose of transmitting correspondence which relates to representational activities authorized under Chapter 71, Title V of the U.S. Code of 1978. The internal mail system will not be sued for the distribution of the Union Newsletter or any other bulk mailing or general distribution of material to Unit employees. The provisions of this Section do not apply to material coming into the Center through the United States Postal Service.

Section 40.04. The Center agrees that the Union has the right to distribute literature to the desks or office mail distribution boxes of employees in the bargaining unit under the following conditions:

- A. A copy of the literature the Union wants to distribute shall be submitted to the Labor Relations Office prior to intended distribution. The Labor Relations Officer will notify the Union in writing within three working days if there are objections to the distribution. Any objections will be based on precedent decisions of the Federal Labor Relations Authority. If no notification is received within that time, the distribution may be made. Disputes arising out of Center objections to the distribution of literature under this section of the Agreement may be referred to the General Counsel of the FLRA pursuant to Section 7118, Title V, U.S. Code. No material which has been objected to will be distributed prior to the General Counsel's or the Federal Labor Relations Authority decision.
- B. Distribution will only be made during the nonworking time of the distributor. Representatives distributing literature under this section will be advised by the Union of their obligation not to disrupt the normal operation of the Center.

Section 40.05. The Center Telephone Directory shall contain two listings for the Union. The first listing shall be located under the Organizational Listing portion of the Directory and read as follows: "Lewis Engineers and Scientists Association, Local 28 IFPTE (AFL-CIO & CLC)." This listing shall include the Union PAX number, the Union Mail Stop number, and a PBX number if the Union obtains, at its own cost, telephone service through the Ohio Bell

Telephone Company. The second listing shall be contained under the "Ready Reference List of the Directory, under the heading "Office of Lewis Engineers and Scientists Association, Local 28 IFPTE (AFL-CIO & CLC)." It shall also contain the other numbers contained in the first listing. The Union recognizes that the format of the Directory may be changed. In that event the Center agrees that the listing will be substantially the same as under the prior format.

Section 40.06. The Union will be provided a Mail Stop in proximity to the Union Office.

## ARTICLE 41

### EMPLOYEE PAYROLL ALLOTMENT FOR WITHHOLDING DUES

Section 41.01. The Center will withhold Union membership dues as voluntarily allotted by members of the Unit in good standing of the Union in accordance with the provisions of this Article 41. The Union will determine whether a member is in good standing. Eligible employees will be permitted to make an allotment for the payment of dues to only one qualified organization of which he/she is a member.

Section 41.02. The amount withheld will include only regular periodic dues requested to maintain a member in good standing, and will not include initiation fees, special assessments, back dues, fines, and similar items not considered as dues.

Section 41.03. Allotment of Union dues will be made on Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues. This form, completed, signed by the employee, and certified by an authorized official of the Union, will be forwarded to the Labor Relations Office. The Union will be responsible for supplying the form to its members.

Section 41.04. Dues will be withheld in equal installments each biweekly pay period, in the amount certified by the Union on Standard Form 1187, as the regular dues of the Union and in accordance with existing pay procedures. The amount withheld will not be changed unless the Union certifies to the Center that the dues have been changed. A change will take effect beginning with the

first full pay period following receipt by the Center of the certification of a change. The Union shall not change the amount of an allotment more frequently than once each fiscal year.

Section 41.05. Dues withholding will become effective the first full pay period after a properly executed allotment form is received by the Center.

Section 41.06. The Union dues will not be withheld if an employee's net salary for the pay period is insufficient to cover the dues when other legal and required deductions have been made, including any indebtedness to the Government.

Section 41.07. The effective date of a revocation will be no earlier than the first full pay period commencing on or after the anniversary date of the employee's allotment withholding authorization.

Section 41.08. The termination of allotments will be automatic when an employee retires, dies, or is moved or reassigned out of the recognized Unit. An allotment will also be terminated when the Union office notifies the Center in writing that a member is no longer in good standing. The allotments will terminate effective with the beginning of the first pay period after receipt of notice of the events noted in this paragraph.

Section 41.09. Promptly after completion of each pay period, the Center will remit to the Union the total amount of the dues withheld. With this remittance will be sent a list of the names of participating employees, the amounts withheld, and the pay period for which deductions were made. No charge will be made by the Center for this service.

## ARTICLE 42

### DISTRIBUTION OF AGREEMENT

Section 42.01. Copies of this Agreement and any amendments thereto shall be reproduced by the Center. The Union will be provided with 150 copies.

Section 42.02. The Center agrees to provide all Unit employees a copy of this Agreement. Distribution will be made through the Center's internal mail system.

Section 42.03. The Center will provide all newly hired or rehired Unit employees a copy of this Agreement and will explain to them the Union's status as exclusive representative of employees in the Unit.

## ARTICLE 43

### PARKING

Section 43.01. During the life of this Agreement, the Center agrees to provide parking facilities for employees free of charge.

Section 43.02. To the extent practical, parking spaces will be assigned to physically handicapped employees. Such places will be as close to the employee's work place as practical.

Section 43.03. In the event that construction or a similar condition exists, which causes reduced available parking spaces, parking may be permitted on the streets as necessary and as determined by the Center's Security Office.

## ARTICLE 44

### DURATION, MODIFICATIONS AND AMENDMENTS

Section 44.01. This Agreement shall remain in full force and effect for a two (2) year period commencing with the approval of the Agreement in accordance with Section 7114(c) of U.S. Code, and thereafter for additional one (1) year periods unless written notice of intent to terminate at the end of the current term is given to the other party. Such notice of intent to terminate shall be given not less than ninety (90) days before the termination date.

Section 44.02. The parties agree that this Agreement includes all the provisions either party desires to discuss and negotiate. The Union agrees that the provisions of the Agreement are a reasonable and conscious limitation of any rights it might claim as a labor organization certified under the provisions of Chapter 71, Title 5, U.S. Code. This Agreement may be reopened at any time for the purpose of amending those articles which are required to be amended by

changes in laws or regulations or for the purpose of negotiating new articles on subjects not previously negotiated where such new articles would be required by changes in laws or regulations. Either party may reopen the Agreement on matters for which new or extended bargaining rights are provided by statute or Executive Order.

Section 44.03. At any time during the term of this Agreement, the parties may, by mutual accord, terminate, extend, change, or revise this Agreement. The party requesting the reopening will submit a proposed agenda to the other in writing. A failure to consent to reopening under this Section by either party will not be the basis for the filing of any grievance under this Agreement.

**Memorandum of Understanding (MOU) Between  
International Federation of Professional and Technical Engineers  
(IFPTE), Local 28  
and  
NASA Glenn Research Center**

This MOU documents the agreement between the International Federation of Professional and Technical Engineers (IFPTE), Local 28 and the NASA Glenn Research Center concerning work schedules. This agreement replaces Article 10 and modifies other Articles of the negotiated agreement between the parties as noted below.

1. The parties agree to the provisions of GLPG 3610, Work Schedules, as supplemented by the provisions of this agreement.
2. The Center agrees to invite IFPTE, Local 28 to attend any briefings held for bargaining unit employees as part of the implementation of the Work Schedules GLPG (see 2.3.1 of GLPG 3610). IFPTE, Local 28 will have input to the contents of training for employees.
3. The Center agrees to normally provide at least 2 weeks advance notice when it is necessary to prescribe and direct a specific start time and/or work hours to accommodate a mission requirement (see 3.5.6 and 3.7.8 of GLPG 3610). If a change in a tour of duty also involves a change in work assignment, detail or overtime, this provision takes precedence over the language in: the first sentence in Section 11.02 of Article 11; Section 12.05 of Article 12; and the last sentence of section 13.03 of Article 13 in the negotiated agreement.
4. Before a special tour of duty impacting bargaining unit employees is established, the Center agrees to provide IFPTE, Local 28 advance notice and an opportunity to negotiate the establishment of the special tour of duty (see 3.6.4 of GLPG 3610).
5. The Center agrees to normally provide at least 2 weeks advance notice when it is necessary to establish set lunch periods for specific employees or groups of employees to meet operational needs (see 4.5 of GLPG 3610).
6. The parties agree to repeal condition d of Section 9.07 of Article 9.

**Cross References**

<b>(Bargaining) Agreement</b>	<b>Changed</b>		<b>Supplemental Agreement</b>
<b>Section</b>	<b>From</b>	<b>To</b>	<b>Item</b>
9.07 d	<u>(repealed)</u>		6
Article 10	<u>(superceded)</u>		(first paragraph) & 1
11.02	3...days	2 weeks	3
12.05	5...days	2 weeks	3
13.03	3...days	2 weeks	3

**Negotiating Team Members**

**For the Center:**

**For the Union:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Agreed to by:**

\_\_\_\_\_  
**Labor Relations Officer**

\_\_\_\_\_  
**President, IFPTE, Local 28**

**DATE:** November 1, 2000

\*\*Original signed by all parties

**Memorandum of Understanding (MOU) Between  
International Federation of Professional and Technical Engineers  
(IFPTE), Local 28,  
and  
NASA Glenn Research Center**

This MOU documents the agreement between the International Federation of Professional and Technical Engineers (IFPTE), Local 28, and the NASA Glenn Research Center (GRC) concerning IFPTE's request to negotiate Office Space Utilization issues.

1. GRC and IFPTE agree to use NASA Procedures and Guidelines (NPG) 8800.15A, dated September 1, 1998, as the guideline for GRC office space utilization. This NPG states that optimum average office density is 110 net square feet per person when conventional furniture is used, and 95 net square feet per person when modular furniture is used. Desires of affected employees shall be considered when determining whether conventional or modular furniture will be used.
2. Larger workstations than prescribed by NPG 8800.15A shall be provided when required by job function. This provision shall be interpreted liberally.
3. Minimum circulation areas shall conform to the standards given in the Glenn Safety Office memo of November 8, 1999. Entrance doors must have a clear opening width of at least 32 inches; passageways and aisles must have a clear width of at least 36 inches; sufficient storage area must be allotted so that passageways and stairways can be free of furniture, file cabinets, etc. There shall be a reasonably direct path from each workstation to a room exit.
4. Natural light shall be provided whenever possible; windows shall not be blocked. Room lighting shall be provided to meet applicable standards. Desk lamps will be provided upon employee request.
5. Adequate heating, cooling, and ventilation shall be provided to each workstation to meet ASHRAE (American Society of Heating, Refrigeration, and Air-conditioning Engineers) standards; effects of workstation (cube) walls shall be accounted for. To meet individual employee needs, fans and supplemental heaters will be made available upon employee request.



6. Applicable OSHA standards, NFPA (National Fire Protection Association) standards, and Glenn Safety Manual provisions shall be followed.

7. IFPTE shall be invited to provide a representative to each directorate/office to participate in office planning for bargaining unit employees whenever moves are made.

/s/

\_\_\_\_\_  
*Redacted*  
President IFPTE,  
Local 28

11/6/01  
Date

/s/

\_\_\_\_\_  
*Redacted*  
Labor Relations Officer  
NASA Glenn Research Center

11/6/01  
Date

**Memorandum of Understanding  
Between  
International Federation of Professional and Technical Engineers (IFPTE), Local 28  
and  
NASA Glenn Research Center**

This Memorandum of Understanding documents the agreement between the International Federation of Professional and Technical Engineers (IFPTE), Local 28 and the NASA Glenn Research Center concerning the use of the Computing Systems and Networks User's Responsibilities Form.

The parties hereby agree that the attached Computing Systems and Networks User's Responsibilities Form, dated January 2003, will be used for all bargaining unit employees.

/s/

---

*Redacted*  
Labor Relations Officer  
NASA Glenn Research Center

/s/

---

*Redacted*  
President  
IFPTE, Local 28

DATE: 1/30/03

**Glenn Research Center**  
**Computing Systems and Networks User's Responsibilities**  
**January 2003**

I understand that unauthorized use of the computer accounts and computer resources to which I am granted access may be a violation of the NPG 2810.1. I will make every effort to protect my account(s) from unauthorized access and will not knowingly permit access by others without written authorization. Misuse of my assigned accounts, and my accessing others' accounts without authorization is not allowed. I understand that these resources are subject to monitoring and recording by the Glenn Research Center to detect unauthorized use in accordance with NPG 2810.1. I further understand that failure to abide by these provisions may constitute grounds for termination of account access, administrative action, and/or civil or criminal liability as set forth in NPG 2810.1 and other applicable laws and regulations.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Manager, Sponsor, Mentor (Please print)

\_\_\_\_\_  
Org. Code

\_\_\_\_\_  
Signature of Manager, Sponsor, Mentor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company (Glenn Research Center, Contractor Company, University, etc.)

For employees who use shared hardware, please note the word "share" next to your signature above.

Employees who signed the original form in the spring of 2001 need not resubmit unless they wish to sign the new form.

For employees who already have computer accounts, completed forms should be forwarded to the IT Security Program Office, MS 142-2.

Employees who do not currently have accounts must follow the process documented under "forms" on the IT Security Web site. See below.

For temporary individuals (summer, grantees, visitors, etc.), bring your signed forms to the ODIN 2<sup>nd</sup> Level Support Office in building 142, room 187 to receive your account information.

This form and additional information on IT security can be found online at:

[http://www.grc.nasa.gov/WWW/CIO/IT\\_Security/Web/](http://www.grc.nasa.gov/WWW/CIO/IT_Security/Web/)

Questions may be directed to the GRC IT Security Manager, Pam Kotlenz (Pam.Kotlenz@grc.nasa.gov)

**Memorandum of Understanding (MOU) Between  
International Federation of Professional and Technical Engineers  
(IFPTE), Local 28  
and  
NASA Glenn Research Center**

This MOU documents the agreement between the International Federation of Professional and Technical Engineers (IFPTE), Local 28 and the NASA Glenn Research Center concerning work schedules as modified due to the implementation of WebTADS on October 19, 2003.

1. The parties agree to the change in verbiage from Special Tour to Special (Traditional) Standard Tour in all previously agreed upon documents.
2. The parties agree to the revisions in GLPG 3610.1, Work Schedules and GRC-P3.3.7, Time and Attendance Reporting.
3. This MOU does not repeal any previously agreed upon provisions relating to Special Tours or other work schedules.
4. The parties agree to use the WBS numbers listed below in place of the JO numbers defined in Article 9 of the negotiated agreement between IFPTE, Local 28 and the Center:
  - WBS # 22-090-70-10 (replaces X012582)- Meetings and discussions with management concerning personnel policies, practices, and working conditions and the administration of the contract
  - WBS # 22-090-70-10 (replaces X012645)- Representing unit employees under the grievance or arbitration procedures or complaints or appeals authorized under statute or regulation
  - WBS # 22-090-20-70 (replaces X012647) - Time spent in performing authorized activities in the union office)
  - WBS # 22-090-20-70 (replaces X012691)- Negotiating agreements

**Agreed to by:**

(original signed by)

\_\_\_\_\_  
*Redacted*  
Labor Relations Officer

(original signed by)

\_\_\_\_\_  
*Redacted*  
President, IFPTE, Local 28

11/3/2003

\_\_\_\_\_  
DATE

Memorandum of Understanding  
International Federation of Professional and  
Technical Employees (IFPTE), Local 28  
And  
The NASA Glenn Research Center

This agreement supplements Article 15 of the collective bargaining agreement. The following sections are hereby added to that article:

Section 15.14. Delivery of disciplinary proposal letters will be handled in the following manner:

- a. Employees will be required to pick up their disciplinary proposal letters (proposal for suspensions, change to lower grade or removal from Federal service) from the proposing official. If they are represented by the union, the designated union representative may pick up the letter on behalf of the employee. Proposal letters for employees on extended leave will be mailed to the employee's home address with a copy to the designated union representative.
- b. The employee will be notified by the proposing official of the date and time the letter must be picked up via e-mail. If the employee is represented by the union, the designated union representative will also be notified of the date/time via e-mail. The letter will be available in a sealed envelope with a copy for the employee's union representative (if one has been designated). The employee will be responsible for providing a copy to his/her union representative. Anyone picking up a proposed disciplinary letter will be required to sign an acknowledgement of receipt notice. The acknowledgement of receipt notice will state:

“This acknowledges that I have received a proposed disciplinary letter for  
(name of employee) on (date) at (time).”

- c. The employee will be provided an opportunity, at the time the letter is to be picked up, to meet with the proposing official to hear directly from the proposing official the basis for the proposal and ask questions on the disciplinary decision procedure process. The union representative, if one has been designated, will attend the meeting at the request of the employee and a representative from human resources may attend this meeting at the invitation of the proposing official.
- d. It is the responsibility of the employee to ensure that the proposed disciplinary letter is picked up at the designated date/time. If the employee and/or his/her representative is not present at the designated date/time to receive the letter, an attempt to reach the employee by phone will be made. If, after these notices, the letter is not picked up as specified, the employee will be subject to being directed to attend a meeting with the proposing official for delivery of the letter at a date/time directed by the proposing official. Failure to pick up the letter as initially instructed and/or to attend the meeting with the proposing official, as

directed, without acceptable justification, may result in the initiation of further disciplinary action.

- e. Section 15.15. Notices of Decisions (including reprimands, suspensions, change to lower grade and removals) will be hand delivered to the employee. The employee's union representative will be notified of the date/time of the meeting and may attend the meeting. A representative from human resources will also be invited to attend the meeting and will be available to answer questions on the employee's appeal rights. The meeting will be used to deliver the decision letter and outline the basis for the decision to the employee. The employee will be provided the originally signed letter and the designated union representative will receive a copy of the letter, at the meeting. Notices of Decisions for employees on extended leave will be mailed to the employee's home address with a copy to the designated union representative.

Section 15.16. The parties agree that managers/supervisors have a right to meet with their employees to investigate or discuss potential conduct issues, discuss performance problems and/or to issue verbal or written counseling letters and/or deliver performance improvement plan letters. In such cases, sections 15.14 and 15.15 do not apply. The intent of this paragraph is not to change the yearly performance appraisal process.

**Agreed to by:**

/s/

\_\_\_\_\_  
*Redacted*

June 23, 2004  
DATE

/s/

\_\_\_\_\_  
*Redacted*

May 5, 2004

Memorandum of Understanding  
International Federation of Professional and  
Technical Employees (IFPTE), Local 28  
And  
The NASA Glenn Research Center

As a result of the implementation of the Voluntary Separation Incentive Pay (VSIP) and Voluntary Early Retirement Authority announced to NASA Glenn Research Center employee on December 9, 2004. The parties agree to the following:

1. The Center will accept applications for VSIP and VERA from December 9 through December 22, 2004. All applications will be date stamped when received. Employees will be offered a VSIP and VERA based on service computation date. If there is a tie of service computation dates between two or more employees in the same VSIP or VERA category, the VSIP or VERA will be offered on a first come, first served basis.
2. The Center agrees to provide a list of names to the union of individuals who accepted a VSIP and are hired back between now and next buyout but no later than the start of FY 07. The list of names will be annotated to indicate if the individual received a recruitment bonus.
3. Employees who disagree with the assessment of their particular competency are able to challenge the assessment for purposes of the buyout. Employees may request reconsideration of their primary or secondary competency as follows:
  - a. Request reconsideration verbally or in writing from their immediate supervisor (Branch Chief). The first line supervisor must respond in writing to the employee's request within 1 work day.
  - b. The employee, if dissatisfied with the Branch Chief's response, may request that the Division Chief review the request by submitting a request in writing. The Division Chief must respond in writing within 1 work day.
  - c. The employee, if dissatisfied with the Division Chief's response, may request that the Director of review the request by submitting a request in writing. The Director of must respond in writing within 1 work day.
  - d. All decisions of the Director will be considered final and must be submitted in writing and received by the Workplace Planning Program Manager no later than December 22, 2004. Therefore an employee must submit their requests in order to provide enough time for the process outlined above to take place.



- e. If a supervisor does not respond in the established timeframe, the employee may escalate the request to the next level. If no timely response is received from the Director of, he/she may request a review by the Workforce Planning Program Manager.
- 4. The union will be provided access to the competency management dictionary.
- 5. No preference will be given to either VERA or VSIP within the same category. In accordance with seniority, it will be first-come, first served as outlined in paragraph 1 above. All eligible applications will be maintained in priority order and employees not originally accepted under VERA or VSIP will be offered a VERA and/or VSIP, as applicable, if an employee higher on the list declines prior to January 3, 2004.

**Agreed to by:**

                        /s/                          
*Redacted*  
 Labor Relations Officer

                        /s/                          
*Redacted*  
 President, Local 28

DATE: 12/14/2004

Memorandum of Understanding  
International Federation of Professional and  
Technical Employees (IFPTE), Local 28  
And  
the NASA Glenn Research Center

SUBJECT: Suitability Adjudications

This agreement implements the Center Level Procedure on the Suitability Adjudication Process, supplements Article 15 of the collective bargaining agreement and any MOUs referencing Article 15. It is agreed:

1. Article 15, Adverse or Disciplinary Actions, applies to any removal action initiated by the Center under 5 CFR Part 752 based on behavior covered by OPM suitability regulations (5 CFR 731).
2. Any suitability action initiated under 5 CFR Part 731 is not covered by Article 15.

Agreed to by:

Labor Relations Officer

President, IFPTE, Local 28

7/18/05  
DATE

Memorandum of Understanding  
International Federation of Professional and  
Technical Employees (IFPTE), Local 28  
And  
the NASA Glenn Research Center

SUBJECT: Announcing/Reannouncing Term Positions

This agreement implements Personnel Policy Statement OHRWP-22, Subject: Announcing/Reannouncing Term Positions. The parties agree that the provisions of the Personnel Policy statement will be followed in accordance with the following clarifications:

1. POLICY section, paragraph 2a is clarified: Term appointments will be made in accordance with 5 CFR Part 316 and the NASA Flexibility Act of 2004. In accordance with 5 CFR 316.301, term appointments can be made to positions where the need for an employee's services is not permanent. Reasons for making a term appointment include but are not limited to project work, extraordinary workload, scheduled abolishment, reorganization, contracting out of the function, uncertainty of future funding or the need to maintain permanent positions for placement of employees who would otherwise be displaced from other parts of the organization.
2. POLICY section, paragraph 2b is clarified: The phrase "change to the existing position significant enough" means a reassignment to a new position description because of the addition of new duties and/or a change in series or grade of the position.
3. POLICY section, paragraph 2c is clarified: Office of Personnel Management regulations, 5 CFR Part 351, will be followed if permanent positions are abolished and replaced by term positions if it results in releasing a competing employee from his/her competitive level as specified in 5 CFR 351.201.

Agreed to by:

7/18/05  
DATE

10/7/2005

Memorandum of Understanding  
International Federation of Professional and  
Technical Employees (IFPTE), Local 28  
And  
the NASA Glenn Research Center

This agreement supplements Article 4 of the collective bargaining agreement. Specifically, the following modified Section 4.02 hereby replaces Section 4.02 in the contract:

Section 4.02. The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices and other matters affecting general working conditions of employees in the Units. The Center agrees to normally provide the Union at least 24 hours advance notice of the scheduled meeting. This notification will occur by the Center sending an e-mail to the lesa e-mail account with a copy to the Union President and Union office manager. If circumstances are such that 24 hour advance notice is not possible, the Center agrees that every attempt to reach a union official prior to the scheduled meeting will be made to inform them of the meeting date/time/location and provide them an opportunity to attend. In such cases, at a minimum, a management representative will phone the union office to contact the Union President or other available union representatives and, if necessary, designated union representatives in the following order.

1<sup>st</sup> Executive Vice-President  
2<sup>nd</sup> Executive Vice-President  
Administrative Vice-President  
Secretary  
Treasurer  
Chief Steward

The parties agree that this agreement settles grievance number I-030-05, subject Code RM/Materials Division & Code RS/Structures & Acoustics Division "All Hands" formal meeting held on August 11, 2005

Agreed to by:

3/9/06  
K. A. PETER

**Memorandum of Understanding  
Between  
International Federation of Professional and  
Technical Employees (IFPTE), Local 28  
And  
the NASA Glenn Research Center**

This agreement supplements the union contract dated August 10, 1984.

1. The Union hereby withdraws grievance number I-011-04 regarding access to legal resources.
2. The Center agrees to provide the Union with one subscription to an on-line data base that provides access to case law searches for employee, labor relations and EEO cases (currently through Cyberfeds) for 1 year from April 1, 2006 – March 31, 2007. This subscription will be extended in 1 year increments unless this the MOU is renegotiated in accordance with Article 44 of the negotiated agreement.
3. The union agrees to comply with all requirements and limitations of the data base provider including completing and signing the licensing agreement which is necessary to get access to the data base. Cancellation of the subscription by the provider for failure to comply with provider requirements will void this MOU and relieve the Center of any obligations hereunder.
4. The Center reserves the right to change the provider of the case law searches from Cyberfeds to another provider as necessary. In such cases, the Center will provide the union with 30 days advance notice that the provider will be changed.

**Agreed to by:**

Date: 6/7/2006

3/7/2006

Memorandum of Understanding (MOU)  
International Federation of Professional and Technical Employees (IFPTE), Local 28  
And  
NASA Glenn Research Center

Article 31 in the negotiated agreement dated August 10, 1984, is hereby replaced by the provisions of this MOU. The Parties agree that the provisions in this MOU will be incorporated into the future collective bargaining agreement. If necessary, the Article Number may be changed.

Section 31.01. The performance appraisal system for bargaining unit employees is outlined in NPR 3430.1, NASA Employee Performance Communication System. It is recognized by the parties that the provisions of GLPD 3430.1 and GLPR 3430.1 will implement the provisions of the EPCS at the Glenn Research Center. NPR 3430.1, GLPD 3430.1 and GLPG 3430.1 are supplemented by the provisions in this article.

Section 31.02. Performance Standards (requirements) shall be expressed in terms of quantity, quality, timeliness, process, product, or other manner of performance measurement such as cost effectiveness. The performance standards will be written at the “meets expectation” level, leaving room for the possibility of significantly exceeding the requirements. The rating official’s responsibility under this system shall not be delegated to a non-supervisory employee. The reviewing official and the rating official shall not be the same person.

Section 31.03. Performance Elements (critical and non-critical elements) and standards will be written so they can be objectively measured, are directly related to one or more of the officially assigned duties and responsibilities contained in a current position description, and is important during a given rating period. Performance elements will define the expectations in order to communicate what an employee has to do or achieve to meet the standard.

Section 31.04. Performance plans and appraisals will be fair, reasonable and based solely on actual performance against the performance requirements as specified in the performance plan. There will be no pre-established forced distribution of expected levels of performance.

Section 31.05. The performance of federally-protected labor relations activities shall be given due consideration by the supervisory official, but in no way reflect a negative impact on appraisal results. Nothing in the EPCS, its administration or its’ operation, shall limit the lawful activities of bargaining employees in a representational capacity. Bargaining unit employees shall not be denied access to the benefits of the EPCS because

of such federally protected labor relations activities. The performance appraisal of any bargaining unit employee performing federally protected labor relations activities 100% of the time for the entire rating cycle will be annotated with the following statement in the Narrative Summary section of the appraisal. "The performance elements cannot be rated because the employee performed federally protected labor relations activities 100% of the time for the entire rating cycle." In such cases, no summary rating will be given.

Section 31.06. If a bargaining unit employee disagrees with any portion of the performance plan, he/she may indicate on the plan or on a separate sheet to be attached to the plan.

Section 31.07. Performance ratings given under the EPCS will be based on performance compared to the performance elements and standards for each critical and non-critical element on which the bargaining unit employee has an opportunity to perform for the minimum period. Performance appraisal decisions shall include allowance for factors beyond the control of the employee which may have caused the employee not to achieve the minimum "meets or exceeds expectations" performance level.

Section 31.08. Performance Improvement Efforts

- a. No performance based action will be proposed under Title 5, Chapter 432, until the bargaining unit employee is provided a reasonable opportunity to demonstrate performance at the "meets expectations" performance level and placed on a performance improvement plan.
- b. A performance improvement plan will, at a minimum, include a warning in writing that outlines (1) the critical job element(s) the employee is failing to meet; (2) what the employee must do to meet the minimum performance expectations for the critical element(s); and (3) what assistance will be provided to the employee to improve his/her performance to the "meets expectations" level.
- c. The employee will be provided a reasonable amount of time to demonstrate performance at the "meets expectations" performance level. Normally, a reasonable amount of time will be not less than 90 calendar days.
- d. A union representative may be present, at the employee's request, at any meetings involving the employee's performance when a performance improvement plan has been issued.
- e. Prior to the initiation of any performance based action under Title 5, Chapter 432, the Center shall consider the full range of corrective or remedial action. Any action by the Employer based on unsuccessful performance shall not be unreasonable.

Section 31.09. Unit employees are encouraged to keep abreast of current and projected state-of-the-art developments in their particular disciplines. Center management recognizes that the success of the Center lies in the technical excellence and dedication of its employees and accordingly will use the EPCS as a means to provide professional growth and to provide improved performance incentives through proper recognition of any achievements and through earned participation in awards, promotions and benefits.

The performance appraisal for each employee will be used by Center management in accordance with Title 5, USC, Section 4302(a)(3), and as the principal performance criterion, except where government-wide regulations provide for other performance considerations, for training, rewarding, reassigning, granting or denying within-grade increases, “career ladder” promotions, reducing in grade, retraining, or taking removal action, and any other personnel action which performance is a criteria. There will be no quotas established for the distribution of the various ratings among employees covered by the EPCS.

#### Section 31.10. Rating Dissatisfaction

- a. An employee who is dissatisfied with an element or summary rating received under the EPCS, must request reconsideration as follows:
  - (1) Reconsideration requests must be submitted within 15 calendar days of receipt of the rating. To request reconsideration, an employee must submit a written reconsideration request (e-mail can be used for this purpose) and written information in support of the reconsideration request including, at a minimum, the changes to the appraisal being requested, the basis and justification for the change, and the name of the union representative, if any, representing the employee in this matter.
  - (2) Bargaining unit employees will be given a reasonable amount of official time for preparation of a reconsideration request.
  - (3) Reconsideration requests shall be submitted to the reviewing/rating official with a copy to the Labor Relations Officer. The Reviewing/Rating Official shall be the deciding official on all reconsideration requests and should consider what the employee provided, and if necessary, obtain additional information from appropriate sources including the rating official. A written decision will normally be provided to the employee within 15 work days.
  
- b. An employee who is dissatisfied with a reconsideration decision may initiate a grievance as follows:
  - (1) Submit a grievance within 15 work days of the receipt of the reconsideration decision.
  - (2) The grievance will be submitted at the Step 3 level of the negotiated grievance procedure. Such grievances must be filed in writing (e-mail is acceptable) with the basis for the grievance and the remedy requested. For grievances arguing performance at the accomplished or distinguished level, the employee is responsible for providing evidence to demonstrate how he/she exceeded or significantly exceeded the performance elements and standards in the performance plan.



- (3) Bargaining unit employees will be given a reasonable amount of official time for preparation of a performance appraisal grievance.
- c. An employee may grieve a performance appraisal rating without first filing a reconsideration request. The grievance will be filed in accordance with the provisions set forth in Article 16.

Section 31.11. The results of the Agency EPCS evaluation will be made available to the Union upon request.

Section 31.12. Performance appraisal records and employee access to them shall be in accordance with Article 33, Official Personnel Folders. Except for general administrative purposes where the identification of an individual employee is not important, a check out record will be maintained that lists to whom the performance appraisal file was revealed and when. These records shall be available to the employee for review upon request.

Section 31.13. Prior to conducting any general training of employees specifically relative to the performance appraisal system, the Union will be provided a copy of all training handouts and the outline of the training program. If practical, a session will be held for Union officials and representatives prior to training employees. Union comments, suggestions, and recommendations will be given serious consideration. At performance appraisal training sessions directed by the employer, the Union will be given the opportunity to orally present a fifteen (15) minute written statement (approved by the employer in advance) regarding implementation of the performance appraisal system.

Section 31.14. Matrixed Employees and Other Miscellaneous Issues.

- (1) In the case of matrixed employees (employees whose work on independent projects not directly supervised or controlled by the employee's supervisor of record), the development of performance elements (critical and non-critical elements) and standards shall be the responsibility of the employee's supervisor of record.
- (2) The employee's supervisor of record must consult with the independent project manager(s) or others as appropriate for input on the development of the performance elements and standards relative to the matrixed assignments.
- (3) The supervisor of record must consult with the independent project manager(s) or others as appropriate for feedback to be considered in appraising the employee's performance on the elements and standards relative to the matrixed assignment established in the employee's performance plan.
- (4) Each employee must be appraised on each element in the performance plan on which the employee has had an opportunity to perform. An element shall be left unrated (i.e., Not Rated) only if the employee has had an insufficient opportunity to demonstrate performance on the element in which case the appraisal form shall be so annotated.

(5) Each employee will be given an opportunity to participate in training on the writing of performance elements and standards.

Agreed to by:

**/s/**                    **8/15/07**  
\_\_\_\_\_  
*Redacted*  
Labor Relations

**/s/**                    **8/15/07**  
\_\_\_\_\_  
*Redacted*  
President, Local 28

Date:

Memorandum of Understanding  
International Federation of Professional and  
Technical Employees (IFPTE), Local 28  
And  
NASA Glenn Research Center

SUBJECT: Official Time WebTADS WBS Numbers for the period  
October 1, 2007 through September 30, 2008

This Memorandum of Understanding (MOU), documents the revision of the WBS numbers used in WebTADS for the reporting of official time during Fiscal Year (FY) 2008. This MOU supersedes paragraph 4 of MOU dated 11/3/03 and the MOU dated March 9, 2006, Subject: Agency Labor Distribution System.

1. The parties acknowledge the official time reporting categories defined by the Office of Personnel Management as stated below.
2. The parties agree to use the WBS numbers listed below in place of the WBS numbers defined in the MOU dated March 9, 2006, and the JO numbers defined in Article 9 of the negotiated agreement between IFPTE, Local 28 and the Center:
  - WBS # - 292487.09.03.17.07 – **Term Negotiations** – this category for reporting official time hours used by union representatives to prepare for and negotiate a basic collective bargaining agreement or its successor.
  - WBS # - 292487.09.03.17.06 – **Mid-Term Negotiations** – this category for reporting official time hours refers to time used to bargain over issues raised during the life of a term agreement. Examples of such activities include: meetings between labor and management officials to negotiate general conditions of employment, personnel policies, practices, and the administration of the collective bargaining agreement.
  - WBS # - 292487.09.03.17.05 – **Dispute Resolution** – this category for reporting official time hours refers to time used to process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the various administrative agencies such as the MSPB, FLRA, and EEOC and, as necessary, to the courts.
  - WBS # - 292487.09.03.17.04 – **General Labor-Management Relations** – this category for reporting official time hours refers to time used for activities not included in the above three categories. Examples of such activities include: meetings between labor management officials to discuss general conditions of employment, time spent in performing authorized activities in the union office, labor-management committee

meetings, labor relations training for union representatives, and union participation in formal meetings and investigative interviews.

3. Employees using official time authorized by their supervisor to prepare and present personal grievances will charge their time as stated in the GRC Labor & Travel Planning and Charging Manual, Section 4.1.1. As stated, time charged shall be prorated across the projects that the employee serviced during the pay period in which the event occurred.
4. This MOU will expire on September 30, 2008.

Agreed to by:

\_\_\_\_\_/s/\_\_\_\_\_  
*Redacted*  
Labor Relations Officer

\_\_\_\_\_/s/\_\_\_\_\_  
*Redacted*  
President, IFPTE, Local 28

DATE: 11/20/07

Memorandum of Understanding (MOU)  
International Federation of Professional and  
Technical Employees (IFPTE), Local 28  
And  
The NASA Glenn Research Center

This MOU is a result of the implementation of random vehicle inspections at the NASA Glenn Research Center and Plum Brook, effective November 26, 2007. The Union continues to maintain the position that random searches are illegal and that no amount of negotiation will legitimize an illegal search. The Union will complain and seek relief in a separate forum. However, this MOU is an attempt to reach agreement on management's implementation of the random search program and the Union's best effort to protect employee rights. Management's position is that random vehicle searches are necessary to protect Center personnel and property. The Center has the right based on 5 USC 7106(a)(1), to establish internal security practices including establishing policies and practices that are part of the Center's plan to secure or safeguard personnel, physical property, and operations against internal and external risks. This is a reserved management right and is, therefore, non-negotiable. The parties agreed to the following:

1. Random vehicle inspections will be conducted in accordance with the NASA Security Program Procedural Requirements NPR 1600.1, Chapter 7.5 (Inspection of Persons and Property).
2. Denial of access applies to any vehicle the employee is operating until consent is provided for the inspection. An employee who is randomly selected for a vehicle inspection and refuses to consent to the inspection will be denied access and any future access to the Center is contingent upon the consent to the vehicle inspection. An employee may leave and return on foot, bus or as a passenger in another vehicle.
3. Employees who refuse a random vehicle inspection and elect to go home for the day are required to request leave from their supervisor in accordance with established leave procedures.
4. An incident report will be prepared when an employee refuses to consent to the random vehicle inspection. The incident report will be maintained in the Security Report Database and notification will be made to the appropriate management official and the Office of Human Capital Management, Employee and Labor Relations Branch. Refusal to consent to a random vehicle inspection alone is not a basis for disciplinary action.
5. After denial of vehicle access, any vehicle operated by the employee will require an initial inspection prior to access. Once consent is provided, inspection is completed and access is granted then the employee's vehicle is included in the normal random inspection program for all vehicles which enter the Center.

6. Security will not confiscate any items from any vehicles which are inspected at the Center. The local police or the NASA OIG will be contacted for further adjudication of items that are suspected of being illegal to possess. Firearms are illegal to possess on NASA property.
7. Drivers will be requested to transport items off the Center which are legal to possess but are on the prohibited list and upon return will be subject to vehicle re-inspection.
8. Notification of the implementation of random vehicle searches at GRC and Plum brook will be posted on Today@Glenn on Tuesday, November 21, 2007.

Agreed to by:

\_\_\_\_\_/s/\_\_\_\_\_  
*Redacted*

\_\_\_\_\_/s/\_\_\_\_\_  
*Redacted*

Date: 11/28/07

Memorandum of Understanding  
International Federation of Professional and Technical Employees (IFPTE), Local 28  
And  
The NASA Glenn Research Center

As a result of the implementation of the Voluntary Separation Incentive Pay (VSIP) and Voluntary Early Retirement Authority (VERA) approved by the Office of Personnel Management on November 22, 2006 and the VSIP/VERA Plan submitted to NASA Headquarters for approval on May 14, 2008, the parties agree to the following:

1. A GRC contact person will be available for assistance for employees and their union. This person will be available until the process has been fully completed. This person, however, will not be responsible for providing retirement/benefits counseling.
2. VSIP/VERA eligible employees will be provided with an accurate retirement printout from the NSSC upon submission of a request in accordance with procedures outlined on the NSSC website. Employees may obtain preliminary estimates through the Federal Employee Benefits Statements (FEBS) via Employee Express. It is understood, however, that any printouts provided are estimates and only the Office of Personnel Management (OPM) is responsible for making the final annuity calculation.
3. The Office of Human Capital Management (OHCM) agrees to forward the union's suggestion that the Safety Specialists performing first responder duties be considered for future VERA/VSIPs. If possible, OHCM will notify the union and provide them an opportunity to submit additional suggestions of positions for consideration for future VERA/VSIPs.

Agreed to by:

/s/

\_\_\_\_\_  
*Redacted*  
Labor Relations Officer

/s/

\_\_\_\_\_  
*Redacted*  
President, Local 28

Date: 6/3/2008

Revised Memorandum of Understanding (MOU)  
International Federation of Professional and Technical  
Employees (IFPTE), Local 28  
And  
The NASA Glenn Research Center

This MOU revises the attached MOU agreed to by IFPTE, Local 28 and the NASA Glenn Research Center on November 28, 2007, on the implementation of random vehicle inspections to include the following:

Effective Monday, September 15, 2008, the Vehicle Inspection Notice (C-47) and/or the Traffic Violation Notice (C-48) will no longer be used for random vehicle inspections. Employees will not be required to sign a consent form when randomly selected for a vehicle inspection.

The attached Placard will be given to employees when they are randomly selected for a vehicle inspection which lists the items that are not permitted on NASA GRC property.

Notification of this revised MOU will be posted on Today@Glenn on Monday, September 15, 2008.

Agreed to by:

//s//

---

*Redacted*

//s//

---

*Redacted*

Date: 9/12/08



## **Prohibited Items at GRC**

The following items are not permitted on NASA GRC property, and possession of such will result in denial of admission to NASA GRC. Other prohibited items are items that are intended to inflict serious bodily injury or death, or items modified to do so. You have the right to refuse to an inspection. If you refuse to consent to a vehicle inspection, you will not be allowed to drive your vehicle on Center. Upon returning to the GRC with your vehicle, you will be subject to a vehicle inspection before entry to the Center is permitted.

**Firearms**  
**Ammunition**  
**Explosives**  
**Billy Clubs**  
**Blackjacks**  
**Bows and Arrows**  
**Brass Knuckles**  
**Pepper Spray (OC) in excess of 2 oz**  
**CS Gas**  
**CN Gas (mace)**  
**Knives with a blade exceeding 2.5**  
**inches in length**  
**Swords**  
**Machetes**  
**Spears**  
**Martial arts weapons**  
**Illegal drugs/paraphernalia**  
**Stun guns/shocking devices**  
**Projectile weapons**

Memorandum of Understanding  
International Federation of Professional and  
Technical Employees (IFPTE), Local 28  
And  
NASA Glenn Research Center

SUBJECT: Official Time WebTADS WBS and JO Numbers

This Memorandum of Understanding (MOU), documents the revision of the WBS numbers used in WebTADS for the reporting of official time during Fiscal Year (FY) 2009. This MOU supersedes the MOU dated 11/20/07, Subject: Official Time WebTADS WBS Numbers for the period October 1, 2007 through September 30, 2008, dated November 20, 2007.

1. The parties acknowledge the official time reporting categories defined by the Office of Personnel Management as stated below.
  
2. For the period October 1, 2008 through September 30, 2009, the parties agree to use the WBS numbers listed below in place of the WBS numbers defined in the MOU dated 11/20/07 and the JO numbers defined in Article 9 of the negotiated agreement between IFPTE, Local 28 and the Center :
  - WBS # -736466.01.09.03.03.07– **Term Negotiations** – this category for reporting official time hours used by union representatives to prepare for and negotiate a basic collective bargaining agreement or its successor.
  
  - WBS # - 736466.01.09.03.03.06 – **Mid-Term Negotiations** – this category for reporting official time hours refers to time used to bargain over issues raised during the life of a term agreement. Examples of such activities include: meetings between labor and management officials to negotiate general conditions of employment, personnel policies, practices, and the administration of the collective bargaining agreement.
  
  - WBS # - 736466.01.09.03.03.05 – **Dispute Resolution** – this category for reporting official time hours refers to time used to process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the various administrative agencies such as the MSPB, FLRA, and EEOC and, as necessary, to the courts.
  
  - WBS # - 736466.01.09.03.03.04 – **General Labor-Management Relations** – this category for reporting official time hours refers to time used for activities not included in the above three categories. Examples of such activities include: meetings between labor management officials to discuss general conditions of employment, time spent in performing

authorized activities in the union office, labor-management committee meetings, labor relations training for union representatives, and union participation in formal meetings and investigative interviews.

3. Employees using official time authorized by their supervisor to prepare and present personal grievances will charge their time as stated in the GRC Labor & Travel Planning and Charging Manual, Section 4.1.1. As stated, time charged shall be prorated across the projects that the employee serviced during the pay period in which the event occurred.

4. The parties agree beginning in FY 2010 (October 1, 2009 through September 30, 2010) that Labor Relations will provide notification to the Union of the revised WBS codes and JO numbers that the union representatives should use to record official time and eliminate the issuance of a signed Memorandum of Understanding each Fiscal Year.

Agreed to by:

\_\_\_\_\_/s/\_\_\_\_\_  
*Redacted*  
Labor Relations Officer

\_\_\_\_\_/s/\_\_\_\_\_  
*Redacted*  
President, IFPTE, Local 28

12/16/08  
DATE

Memorandum of Understanding (MOU)  
International Federation of Professional and  
Technical Employees (IFPTE), Local 28  
And  
NASA Glenn Research Center

The parties agree to add the following modification to Article 40, Facilities for Union Communications, of the negotiated agreement:

Section 40.07. The Center agrees that the Union has the right to schedule the use of a conference room to hold the monthly Union meeting from Noon – 1:00 p.m. on the SECOND Wednesday of each month. If it is available, it is agreed that the Small Dining Conference Room may be used for this purpose in accordance with the attached Small Dining Conference Room Scheduling Request (NASA C-130E). If the Small Dining Conference Room is not available, due to the Center Director/his designee canceling the use of the Small Dining Room, the Conference Room in Building 142, Room 160C, will be available.

A WBS Number is required to reserve the Small Dining Conference Room. Due to the fact that IFPTE, Local 28, does not have access to a WBS Number, the Office of Human Capital Management (OHCM) will, upon request, reserve the Small Dining Conference Room, for IFPTE, Local 28, to hold their monthly Union meetings. The Small Dining Conference Room can only be scheduled up to six months in advance.

IFPTE, Local 28, may request to schedule the Small Dining Conference Room by contacting the OHCM Secretary. The Conference Room in Building 142, Room 160C, will also be scheduled to ensure the availability of a room for the union meeting.

IFPTE, Local 28, will not incur any charges to the OHCM's WBS Number. This MOU will be null and void if the OHCM's WBS Number is charged a fee for clean up or damages to the Small Dining Conference Room.

Agreed to by:

*Redacted*  
Labor Relations Officer

3/25/10

*Redacted*  
President, IFPTE, Local 28

3/25/10

# ● IMPORTANT - READ THIS

1. Small Dining/Conference Room Scheduling Requests no sooner than six months before event.
2. Click to check date and time availability for the Small Dining/Conference Room.
3. Call 3-3046 to schedule your date.
4. Read the rules for facility use (Click Guidelines tab)

Submit list of names of guests, indicating citizenship of each, to the Main Gate, Mail Stop 108-1, at least three working days before activity.

5. Complete this form. Note:

= REQUIRED FIELD. Incomplete forms will be returned to you.

6. E-mail and E-sign setup instructions. PC/Outlook users, please check your Outlook Sent Items folder to ensure the form was mailed successfully.
-

# Small Dining/Conference Room Scheduling Request

1. EVENT	2. PURPOSE OF ACTIVITY/MEETING	3. WBS
	4. Activity Date(s)	Start Time
		End Time

5. ORGANIZATIONAL SPONSOR:	Requestor/Responsible Contact Last: First:	Alternate Contact (if applicable)
----------------------------	--	-----------------------------------

6. NUMBER OF ATTENDEES <i>(Maximum occupancy is 60)</i> Glenn Employees:                      Visitors:	Total Number:	FLOOR LAYOUT OPTIONS <i>(Choose one):</i>
--	---------------	---

7. ALCOHOL USE:     NO     YES *(If yes, type in appropriate name of responsible individual. Read statement below.)*    Name: \_\_\_\_\_

The \_\_\_\_\_ will take place at the Small Dining/Conference Room on \_\_\_\_\_. Alcoholic beverages will be served following this activity. However, any potential risks to the Center will be mitigated by the following commitments: No alcoholic beverages other than beer and/or wine will be served following this activity. Beer and/or wine will not be served prior to 3:30 PM. \_\_\_\_\_ will be responsible for planning and monitoring the distribution and consumption of alcoholic beverages to ensure that no individual will drink excessively and that there will be no alcohol served to, or consumed by, under age individuals. The activity is scheduled to end at \_\_\_\_\_ and no beer or wine will be served thirty minutes prior to the end of this event.

\_\_\_\_\_ will observe attendees as they are leaving. If there is any doubt concerning someone's ability to drive safely after attending the activity, \_\_\_\_\_ will prevent the attendee from driving and arrange for a taxi or other transportation.

The content of this statement, as well as description of the responsibilities set out in section 3 of GLPD 1590.2, will be communicated to all individuals prior to their attendance at this activity.

**IF YOU CHECK YES TO ALCOHOL USE, SIGN BLOCK 7 AND COMPLETE, THEN SIGN BLOCK 8.**

Requestor's Signature:	Requestor	Center Director Signature (or designee):	Carol Vance
------------------------	-----------	--	-------------

8. NAME	ORG. CODE /COMPANY	MAIL STOP	PHONE	DATE	SIGNATURE Requestor
Last:					
First:					

**APPROVAL (Division Chief)**

APPROVAL NAME:	TITLE	SIGNATURE
Last:		
First:		

**APPROVAL (Logistics and Technical Information Division)**

Carol Vance	TITLE Acting Deputy Chief, Logistics and Technical Information Division	SIGNATURE Carol Vance

1. Requestor email to Division Chief for approval.
2. Division Chief, please complete your section of Block 8, sign electronically, then email form to LTID for approval.

## USE AND MAINTENANCE OF THE SMALL DINING/CONFERENCE ROOM

### NASA Glenn Research Center

The Small Dining/Conference Room is intended to be used for official purposes only. Examples of official uses include business or technical meetings, organizational retreats, training classes, award ceremonies and other official functions.

Sponsors of an event are accountable for the conduct of all participants and may be held responsible for any damages incurred. *Sponsors must also observe the rules regarding use of facility. They must assure that the facility is secured at the end of the event and that it is restored to its original condition.*

#### GENERAL INFORMATION

1. Submit list of names of all guests, including citizenship of each, to the Main Gate, Mail Stop 108-1, at least three working days before activity.
2. Seating occupancy is 60 individuals.
3. Key must be picked up at the Main Gate. At the conclusion of your event, secure the room and return the key to the Main Gate.
4. Telephone number in the facility is 3-5747.
5. No smoking is permitted in the Small Dining/Conference Room per GLPD 1820.2, Glenn Research Center Smoking Policy.
6. Beverages and food service can be obtained through the Cafeteria at 3-2986.
7. At the conclusion of your event, you must remove **ALL** belongings from the room, this includes all food and anything that was brought in to the meeting area. **All waste materials must be placed in the waste receptacles**; Recyclable containers are located in the facility and should be used for recyclables only.
8. Built-in projector to two 65" LCD monitors, podium, and microphones are available for use through the coordination of the Imaging Technology Center (Audio) 3-5976 along with a completed Work Request form, C-709 to Audio at Mail Stop 21-8.
9. Report any problems or equipment malfunctions to the Building Manager 3-6759 on the succeeding workday or to the Main Gate Guard 3-2205 if the problem or malfunction requires immediate attention.

Memorandum of Understanding (MOU)  
Between  
International Federation of Professional and Technical Employees (IFPTE), Local 28  
And  
NASA Glenn Research Center

Article 31 in the negotiated agreement dated August 10, 1984, and the MOU related to Performance Appraisal dated August 15, 2007, are hereby replaced by the provisions of this MOU. The Parties agree that the provisions in this MOU will be incorporated into the future collective bargaining agreement. If necessary, the Article Number may be changed.

Section 31.01. The performance appraisal system for bargaining unit employees is outlined in NPR 3430.1, NASA Employee Performance Communication System and supplemented by the Memorandum of Agreement (MoA) between NASA and the Labor Caucus of the Labor Management Forum (which is outlined in Section 31.16 below). It is recognized by the parties that the provisions of GLPR 3430.1, NASA Employee Performance Communication System (EPCS) at the Glenn Research Center, will implement the provisions of the EPCS at the Glenn Research Center. NPR 3430.1, as modified by the MoA, and GLPR 3430.1 are supplemented by the provisions in this article.

Section 31.02. Performance Standards (requirements) shall be expressed in terms of quantity, quality, timeliness, process, product, or other manner of performance measurement such as cost effectiveness. The performance standards will be written at the "meets expectation" level, leaving room for the possibility of exceeding or significantly exceeding, the requirements. Performance indicators will be established for Level 5 (significantly exceeds expectations), for each element of an employee's performance plan. The rating official's responsibilities under this system shall not be delegated to a non-supervisory employee. The rating official (usually the immediate supervisor) and the reviewing official (usually the second-level supervisor) shall not be the same person, except as allowed under NASA regulations.

Section 31.03. Performance elements and standards will be written so they can be objectively measured, are directly related to one or more of the officially assigned duties and responsibilities contained in a current position description, and is important during a given rating period.

Section 31.04. Performance plans and appraisals will be fair, reasonable and based solely on actual performance against the performance requirements as specified in the performance plan. There will be no pre-established forced distribution of expected levels of performance.

Section 31.05. Performance evaluations will take into consideration all job functions that are expected to be performed and the amount of time available to perform those functions.

Section 31.06. The performance of federally-protected labor relations activities shall be given due consideration by the supervisory official, but in no way reflect a negative impact on appraisal results. Nothing in the EPCS, its administration or its' operation, shall limit the lawful activities of bargaining employees in a representational capacity. Bargaining unit employees shall not be denied access to the benefits of the EPCS because of such federally protected labor relations activities. The performance appraisal of any bargaining unit employee performing federally protected labor relations activities 100% of the time for the entire rating cycle will be annotated with the following statement in the Narrative



Summary section of the appraisal. "The performance elements cannot be rated because the employee performed federally protected labor relations activities 100% of the time for the entire rating cycle." In such cases, no summary rating will be given.

Section 31.07. If a bargaining unit employee disagrees with any portion of the performance plan, he/she may indicate on the plan or on a separate sheet to be attached to the plan.

Section 31.08. Performance ratings given under the EPCS will be based on performance compared to the performance element and standards of each element on which the bargaining unit employee has an opportunity to perform for the minimum period. Performance appraisal decisions shall include allowance for factors beyond the control of the employee which may have caused the employee not to achieve the minimum "Needs Improvement" performance level.

Section 31.9. Performance Improvement Efforts

- a. No performance based action will be proposed under Title 5, Chapter 432, until the bargaining unit employee is placed on a performance improvement plan and provided a reasonable opportunity to demonstrate performance at the "needs improvement" performance level.
- b. A performance improvement plan will, at a minimum, include a warning in writing that outlines (1) the critical job element(s) the employee is failing to meet; (2) what the employee must do to meet the minimum performance expectations for the critical element(s); and (3) what assistance will be provided to the employee to improve his/her performance to the "needs improvement" level.
- c. The employee will be provided a reasonable amount of time to demonstrate performance at the "needs improvement" performance level. Normally, a reasonable amount of time will be not less than 90 calendar days.
- d. A union representative may be present, at the employee's request, at any meetings involving the employee's performance when a performance improvement plan has been issued.
- e. Prior to the initiation of any performance based action under Title 5, Chapter 432, the Center shall consider the full range of corrective or remedial action. Any action by the Employer based on unsuccessful performance shall not be unreasonable.

Section 31.10. Unit employees are encouraged to keep abreast of current and projected state-of-the-art developments in their particular disciplines. Center management recognizes that the success of the Center lies in the technical excellence and dedication of its employees and accordingly will use the EPCS as a means to provide professional growth and to provide improved performance incentives through proper recognition of any achievements and through earned participation in awards, promotions, and benefits.

The performance appraisal for each employee will be used by Center management in accordance with Title 5, USC, Section 4302(a) (3), and as the principal performance criterion, except where government-wide regulations provide for other performance considerations, for training, rewarding, reassigning, granting or denying within-grade increases, "career ladder" promotions, reducing in grade, retaining, or taking removal action, and any other personnel action which performance is a criteria. There will be no quotas established for the distribution of the various ratings among employees covered by the EPCS.

Section 31.11. Rating Dissatisfaction

- a. An employee who is dissatisfied with an element or summary rating received under the EPCS, must request reconsideration as follows:
  - (1) Reconsideration requests must be submitted within 15 calendar days of receipt of the rating. To request reconsideration, an employee must submit a written reconsideration request (e-mail can be used for this purpose) and written information in support of the reconsideration request including, at a minimum, the changes to the appraisal being requested, the basis and justification for the change, and the name of the union representative, if any, representing the employee in this matter.
  - (2) Bargaining unit employees will be given a reasonable amount of official time for preparation of a reconsideration request.
  - (3) Reconsideration requests shall be submitted to the reviewing/rating official with a copy to the Labor Relations Officer. The reviewing/rating official shall be the deciding official on all reconsideration requests and should consider what the employee provided, and if necessary, obtain additional information from appropriate sources including the rating official. A written decision will normally be provided to the employee within 15 work days.
  
- b. An employee who is dissatisfied with a reconsideration decision may initiate a grievance as follows:
  - (1) Submit a grievance within 15 work days of the receipt of the reconsideration decision.
  - (2) The grievance will be submitted at the Step 3 level of the negotiated grievance procedure. Such grievances must be filed in writing (e-mail is acceptable) with the basis for the grievance and the remedy requested. For grievances arguing performance at the accomplished or distinguished level, the employee is responsible for providing evidence to demonstrate how he/she exceeded or significantly exceeded the performance elements and standards in the performance plan.
  - (3) Bargaining unit employees will be given a reasonable amount of official time for preparation of a performance appraisal grievance.
  
- c. An employee may grieve a performance appraisal rating without first filing a reconsideration request. The grievance will be filed in accordance with the provisions as set forth in Article 16.

Section 31.12. The results of the Agency EPCS evaluation will be made available to the Union upon request.

Section 31.13. Employee Performance Files (EPF) shall be maintained in accordance with regulations and instructions issued by the Office of Personnel Management. To the extent it is not contrary to the Office of Personnel Management regulations, each employee, and/or his or her designated representative who has been so authorized in writing by the employee, shall, upon request, be permitted to review or be provided a copy of any document appearing in his or her EPF. Except for general administrative purposes where the identification of an individual employee is not important, a check out record will be maintained that lists to whom the performance appraisal file was revealed and when. These records shall be available to the employee for review upon request.

Section 31.14. Prior to conducting any general training of employees specifically relative to the performance appraisal system, the Union will be provided a copy of all training handouts and the outline of the training program. If practical, a session will be held for Union officials and representatives prior to

training employees. Union comments, suggestions, and recommendations will be given serious consideration. If applicable, the training will include a discussion on any new provisions agreed to by both the union and management and documented in an MOU. At performance appraisal training sessions directed by the Employer, the Union will be given the opportunity to orally present a fifteen (15) minute written statement (approved by the Employer in advance) regarding implementation of the performance appraisal system.

Section 31.15. Matrixed Employees and Other Miscellaneous Issues.

- (1) In the case of matrixed employees (employees whose work on independent projects not directly supervised or controlled by the employee's supervisor of record), the development of performance elements and standards shall be the responsibility of the employee's supervisor of record.
- (2) The employee's supervisor of record must consult with the independent project manager(s) or others as appropriate for input on the development of the performance elements and standards relative to the matrixed assignments.
- (3) The supervisor of record must consult with the independent project manager(s) or others as appropriate for feedback to be considered in appraising the employee's performance on the elements and standards relative to the matrixed assignment established in the employee's performance plan.
- (4) Each employee must be appraised on each element in the performance plan on which the employee has had an opportunity to perform. An element shall be left unrated (i.e., Not Rated) only if the employee has had an insufficient opportunity to demonstrate performance on the element in which case the appraisal form shall be annotated.
- (5) Each employee will be given an opportunity to participate in training on the writing of performance elements and standards.

Section 31.16. Supplemental Information - On April 23, 2012, a Memorandum of Agreement was signed between the National Aeronautics and Space Administration and the Labor Caucus of the Labor-Management Forum on reforming the EPCS process. IFPTE, Local 28, was represented on the Labor Caucus. The MoA reflects agreement reached through Pre-Decisional Involvement (PDI) on EPCS policy enhancements. This MOU documents that the parties at Glenn Research Center have reviewed and are in agreement that the enhancements adopted by the Agency through PDI as reflected below will be followed and applied starting with the 2012-2013 EPCS cycle.

- Eliminate the Program/Project/Functional Objective (PPFO)
  - At least one element must be aligned to Agency Strategic Plan and to organizational goals and objectives.
- Eliminate Non-Critical Elements
- Eliminate Communications and Collaboration/Teamwork as mandatory separate elements
  - Critical standards of each should be captured within the functional elements.
- Encourage employees to provide self-assessments at mid-year and at end of cycle

- Require second-level reviews of ratings that will consist of an overview (e.g., trends, consistency), rather than review and approval of individual ratings
  - Centers may provide Reviewing Officials with consolidated data (e.g., a spreadsheet, report from SPACE) listing employees and their ratings.
  - Second-level reviews will not be required for ratings conducted by a Center Director or his/her direct reports.
  - Reviewing officials will not be required to sign individual ratings.
  - In conducting the second-level review, Reviewing Officials may address observations such as apparent inconsistency between rating officials, potential disparity in ratings between groups of employees, etc. They may require additional justification for ratings. They may not establish specific numerical outcomes for ratings (i.e., state a minimum or maximum number of ratings permitted at a given level).
  
- Require Performance Standards only at Level 3
  
- Establish Indicators for Level 5 for each element of an employee's performance plan
  - Indicators are sufficiently objective and specific information/examples (not all inclusive) reflecting the types of performance that may meet expectations for the applicable level. Level 5 indicators must provide guidance and/or examples that distinguish achievable performance at higher than the Meets level from performance that merely meets the Level 3 standard.

Date  
7/9/12

7/9/12  
Date