

***AGREEMENT BETWEEN  
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
LANGLEY RESEARCH CENTER  
HAMPTON, VA  
AND  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 1923 (AFL-CIO)  
EFFECTIVE: JULY 18, 2019***

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## **Preamble**

This agreement is made by and between the National Aeronautics and Space Administration, Langley Research Center, Hampton, Virginia, hereinafter referred to as the EMPLOYER, and the American Federation of Government Employees, Local No. 1923 (AFL-CIO), hereinafter referred to as the UNION.

It is the intent and purpose of the parties hereto to promote and improve the effectiveness and efficiency of the Langley Research Center and the well-being of its employees within the meaning of Title 5, U.S.C., Chapter 71, to establish a basic understanding relative to personnel policies and practices or other matters affecting general working conditions, and to provide means for effective cooperation through amicable discussion and adjustment of matters of interest at the Langley Research Center.

In consideration of the mutual covenants herein set forth, the parties hereto, intending to be bound, hereby agree as follows:

**Article 1**  
**Recognition and Bargaining Unit Determination**

Section 1-1 Rights of Exclusive Representative.

The EMPLOYER hereby recognizes the UNION as the exclusive representative for all employees in the bargaining unit as defined in Section 1-2 below. The UNION recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to UNION membership with respect to grievances, personnel policies and practices, or other matters affecting working conditions.

Section 1-2 Bargaining Unit Description.

Except for the exclusions in Section 1-3, this Agreement is applicable to all permanent clerical, technician, and wage-grade employees at the Langley Research Center in NASA Class Code Blocks 100, 300, and 500.

Section 1-3 Exclusions.

Excluded from this Agreement are employees in other NASA Class Code Blocks, management officials, supervisors, and employees described in 5 USC, 7112(b)(2), (3), (4), (5), (6), and (7).

Section 1-4 Employee Representation.

- A. The EMPLOYER recognizes that as the exclusive representative of employees in the bargaining unit, the UNION has the right to speak for and bargain on behalf of the employees it represents. The EMPLOYER will not bypass the UNION by entering into any formal discussions or agreements with bargaining unit employees concerning general matters affecting personnel policies, practices, working conditions, or other general conditions of employment.
- B. The UNION will be given the opportunity to be represented at any formal discussion between one or more representatives of the EMPLOYER and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

1. This is not intended to preclude routine work assignments or coaching or counseling sessions between individual employees and their supervisors concerning job performance of the individual.
  2. The employee is free to request UNION Representation if, in the employee's opinion, this discussion could lead to disciplinary action.
  3. If the employee requests UNION Representation, the EMPLOYER will notify the UNION of the need for representation so that the UNION may assign a Steward to represent the individual.
- C. The UNION will be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if-
1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  2. The employee requests representation.

## **Article 2**

### **Relationship to Laws and Regulations**

#### Section 2-1.

In the administration of all matters covered by this agreement, the Employer, Union and Employees shall be governed by existing or future laws and existing government-wide rules and regulations as defined in 5 U.S.C., Chapter 71 and by subsequently enacted government-wide rules and regulations implementing 5 U.S.C 2302.

#### Section 2-2.

Where any NASA policies and regulations conflict with this Agreement, the Agreement shall govern to the extent permissible by law or Federal regulation.

**Article 3**  
**Matters Appropriate for Negotiation or Consultation**

Section 3-1 Appropriate Matters.

It is agreed and understood that matters appropriate for negotiation or consultation between the UNION and the EMPLOYER are personnel policies and practices and matters affecting working conditions which are within the discretion of the Director, Langley Research Center. These matters include, but are not limited to, safety; training; labor-management relations; employee services; method of adjusting grievances; appeal procedures; leave administration; procedures for effecting such actions as promotions, demotions, details of employees, and reductions in force; pay regulations; hours of work; and appropriate arrangements for employees who are adversely affected by the impact of realignment of work forces or technological change. If negotiations on proposed changes to existing personnel policies and practices, or other matters affecting general working conditions of employees in the bargaining unit are complete after a reasonable amount of time has been spent on negotiations and the parties are unable to reach agreement, either party may refer the matter to the Federal Service Impasses Panel.

Section 3-2 Periodic Discussions.

It is agreed that in addition to having negotiation meetings, both parties may periodically hold discussions in an earnest effort to reach mutual understandings or agreements on matters which are of concern to either party.

- A. The EMPLOYER agrees to furnish the UNION copies of any proposed Langley Management Systems (LMS) or local policy issuances at least 5 workdays in advance of their publication so that the UNION may furnish its comments, if any, in writing.
- B. The EMPLOYER agrees to give earnest consideration to the written comments furnished by the UNION on such matters and to respond to the UNION's comments and concerns in writing prior to publication.

Section 3-3 Matters Not Covered.

This Agreement is not all inclusive and certain working conditions are not specifically covered in the Agreement. The fact that they are not included does not lessen the responsibility of the parties to either negotiate or meet for discussions in an effort to find solutions that are mutually satisfactory on matters not covered by this Agreement.

Section 3-4 Requests to Negotiate or Discuss.

If either party desires or has a requirement to negotiate or meet for discussion with the other, that party shall normally give advance notice to the other party. Such notice shall normally include a statement of the subject matter to be discussed.

Section 3-5 Contacting the UNION.

Whenever this agreement specifies that the UNION President is the official to be contacted, the following sequence will be used to contact the UNION if the President is

absent or unavailable: Chief Steward, First Vice-President, Second Vice-President, Sergeant-At-Arms.

Section 3-6 Meeting Records.

The EMPLOYER will keep records or notes of formal meetings between the parties at the branch and higher levels indicating dates, those in attendance, subjects discussed, and decisions reached unless the parties mutually agree that such records will not be kept. The UNION will be furnished a copy of such records and notes, and within 5 workdays of receipt, must make known its objections, if any. If no objections are expressed, the record will be considered agreeable to the UNION. Should a dispute arise between the parties concerning the record, it is agreed that they will meet and attempt to resolve the issue. In the event that the parties cannot agree as to the accuracy of the record, the EMPLOYER agrees to include a copy of the UNION's written objections with the record.

Section 3-7 Employee Survey.

It is agreed that the EMPLOYER may canvass employees provided that the EMPLOYER notifies the UNION in advance and does not seek to negotiate directly with the employees concerning matters which are subject to collective bargaining. The EMPLOYER may gather information, including opinions, from employees to ensure the efficiency and effectiveness of operations. The EMPLOYER agrees to provide the UNION with the results of any survey.

Section 3-8 Center Director/UNION Meeting.

It is agreed that periodic meetings, with a proposed agenda, will be scheduled at a mutually agreeable time between AFGE representatives and the Center Director and appropriate heads of organizations depending on the subject matter. The meetings shall be held not less than once per calendar quarter.

**Article 4**  
**Rights of EMPLOYER**

Section 4-1 Management Rights.

- A. The management of the Langley Research Center and the direction of the work force are exclusively the rights of the EMPLOYER. This shall include the right to determine the mission, budget, organization, number of employees, and internal security practices of the Center; and in accordance with applicable laws, to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted; and with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate

source, and to take whatever actions may be necessary to carry out the agency mission during emergencies.

- B. It is agreed that whenever the EMPLOYER takes an emergency action which is in conflict with any of the terms of this Agreement, the UNION will be notified and given the reasons for the action as quickly as is possible.

#### Section 4-2 Making Rules.

- A. The right to make reasonable rules and regulations shall be considered an acknowledged function of the EMPLOYER. In making rules and regulations relating to personnel policy and practices and matters affecting working conditions, the EMPLOYER shall adhere to obligations specifically imposed by Title 5 USC, Chapter 71, as found in Section 7117(d)(2)(A), and the responsibilities outlined in this Agreement.
- B. The duty to consult requires that the UNION be informed of any substantive change in conditions of employment proposed by the EMPLOYER.
  - 1. The UNION shall be permitted reasonable time to present its views and recommendations in writing regarding the changes.
  - 2. If any views or recommendations are presented by the UNION, the EMPLOYER shall consider the views and recommendations and reply to the UNION in writing as to the reasons for taking the final action on the matter.

### **Article 5 Rights of Employees**

#### Section 5-1 The Right of Association.

It is agreed that employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty, reprisal, or coercion, to join and assist the UNION or to refrain from any such activity except as expressly provided hereinafter and in Title 5 USC, Chapter 71.

#### Section 5-2 The Right to Participate.

The freedom of such employees to assist the UNION shall be recognized as extending to participation in the management of the UNION and acting for the UNION in the capacity of a UNION representative.

#### Section 5-3 The Right to Represent to Appropriate Authorities.

The right to represent shall include presentation of its views to officials of the Executive Branch, the U.S. Congress, or other appropriate authority.

#### Section 5-4 The Right to Communicate.

It is agreed and understood that an employee has the right to communicate with the UNION, the Langley Human Resources Office (HRO), the Center's Equal Opportunity Counselors, or any management official.

Section 5-5 Requesting a Meeting.

It is agreed that an employee desiring to visit a UNION representative, Human Resources Specialist, an Equal Opportunity Counselor, or any management official, shall request permission of the immediate supervisor to do so.

- A. It is not necessary for the employee to explain the reasons for desiring the visit.
- B. The immediate supervisor will immediately indicate a convenient time for the employee to make the visit which will not unduly disrupt the work schedule.
- C. If contact is desired with a particular individual, the immediate supervisor will, upon the employee's request, arrange an appointment with that individual as quickly as practicable.

Section 5-6 Right to File a Complaint.

- A. It is agreed and understood that an employee has the right to file a complaint, grievance, or appeal under this Agreement, under the procedures of the National Aeronautics and Space Administration, the Office of Personnel Management, or the Merit Systems Protection Board without interference, coercion, or threat of reprisal.
- B. An employee acting in an official capacity for the EMPLOYER shall not interfere with or attempt to interfere with the filing of such a complaint, grievance, or appeal, or take or threaten to take any reprisal against an employee who has filed or expressed an intention to file a complaint, grievance, or appeal under any of these procedures.

Section 5-7 Right to be Informed.

The EMPLOYER agrees to take such action, consistent with law or with directives from higher authority, as may be required in order to assure that employees are apprised of the rights and privileges as provided in this Article.

Section 5-8 Right to Choose Freely:

- A. The EMPLOYER agrees that the employees shall have the right to freely choose or not choose to become members of the UNION, and shall be free from interference, restraint, coercion, discrimination or intimidation to encourage or discourage membership in the UNION.
- B. Nothing in this Agreement shall require an employee to become or to remain a member of the UNION, or to pay money to the UNION except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions, as is outlined in Article 42.

Section 5-9 Right to Fair and Equitable Treatment.

It is the intention of the EMPLOYER that all provisions of this Agreement shall be applied fairly and equitably to all employees within the Bargaining Units.

Section 5-10 Right to Representation-5 USC 7114(a)(1)(2)(A)(B).

- A. It is agreed that when employees are involved in discussions with supervisors or other management officials, they are entitled, upon request, to a UNION

representative when the employee has reasonable grounds to believe that the discussion may result in disciplinary action.

- B. Representation during investigatory interviews involving internal security matters is contingent upon the representative having an appropriate security clearance, including meeting special access and need-to-know requirements as determined by the Security Office.

Section 5-11 Right to have UNION Representative present.

It is agreed that when an employee, either with or through a UNION representative, brings a concern or problem to the attention of a supervisor, the supervisor will not initiate subsequent discussions with the employee regarding that matter without the UNION representative being present, if the employee requests such representation. It is also agreed that when an issue has been clearly identified to the supervisor as a UNION grievance, and not merely a concern or problem, the supervisor will not initiate subsequent discussions with the employee without a UNION representative present.

Section 5-12 Right to Information.

- A. The EMPLOYER agrees that employees will be given, upon their request, and in a timely manner, copies of written documentation, records, memorandums, or notes pertaining to the individual employee.
- B. This does not preclude the supervisor from keeping personal, uncirculated notes which are used as personal memory aids.
  - 1. These personal, uncirculated notes are for the individual supervisor's use only.
  - 2. If they are reviewed by other management levels or transferred to an official system of records, they also will be made available, upon request, to the employee in a timely manner.

**Article 6**  
**Rights of UNION Representatives**

Section 6-1 Recognition.

It is agreed that management officials will recognize and deal with all officers and other authorized representatives of the UNION in a professional manner and encourage them, as a matter of good labor relations, to express themselves concerning the development and administration of personnel policies, new programs, and working conditions affecting employees within the Bargaining Units.

Section 6-2 UNION Representatives.

It is agreed that a reasonable number of UNION representatives shall be established to assure that each employee within the Bargaining Units has reasonable access to a UNION representative. The UNION agrees to maintain with the EMPLOYER, on a current basis, a complete list of all elected officers and authorized representatives. The term "representative" will include both officers and stewards, and those individuals authorized

by the President. The designation of representative will be confirmed by signature on the grievance or issue form that is forwarded to the first line supervisor by electronic mail, telephone communication, or presented by the employee.

Whenever UNION representation is required for formal discussions, the UNION will be notified by management. Further, when UNION representation is desired by the employee, the meeting will be stopped to allow the employee to contact the UNION for representation.

Section 6-3 Freedom of Movement and Availability of Representatives.

In recognition that improvements in labor-management relations may be brought about through constructive activities on the part of the President and the Chief Stewards of the UNION, the EMPLOYER agrees not to unduly limit freedom of movement and availability of these representatives in fulfilling their obligations to the employees within the Bargaining Units and to the EMPLOYER.

Section 6-4 Right to Representation via the Telephone.

The EMPLOYER agrees that the UNION President and the Chief Steward will each be permitted to make and to receive telephone calls from officers, stewards, employees and managers, in order to assist the employees in the Bargaining Units in their relationships with management. This time will be spent in answering questions on the interpretation and application of this Agreement, in providing assistance in the handling of grievances, and in other areas directly associated with the administration of this Agreement. Internal business of the UNION will not be conducted during duty hours.

Section 6-5 Use of Official Time.

Time off during work hours will be authorized without loss of pay or benefits to permit the officers and representatives of the UNION to attend meetings with management officials and to confer with employees on appropriate matters directly related to work situations and employee grievances within the Bargaining Units.

- A. The UNION agrees to guard against the use of excessive time for such activities and to encourage all employees within the Bargaining Units to engage only in those activities authorized by this Agreement or appropriate regulations.
- B. The EMPLOYER agrees to make a reasonable effort to hold meetings during the employees' normal duty hours/core time.
- C. UNION representatives are entitled to official time for representational duties. Total amount of official time used by any combination of officers or representatives during the fiscal year should not exceed the equivalent of 1 FTE (Full Time Equivalent). Requests to extend beyond the stated time for representatives shall be submitted and approved by the Center Labor Relations Officer.
- D. Procedures for Recording and Tracking the Use of Official Time.

The following procedures will be observed in recording and reporting the use of official time for UNION representational duties.

1. The use of MeetingMaker or the current Center standard software for appointment scheduling is required for scheduling appointments, meetings, and attendance at events.
  2. UNION officials are required to record official time in WebTADS or the current Center standard time and attendance reporting system using designated labor codes (WBSs).
  3. A monthly report of cases worked by UNION officials will be forwarded to the Labor Relations Officer. The report will include the organizational code, type of action, (i.e., bargaining unit employee counseling, grievance, EEO complaint, disciplinary action, formal discussion, meeting attendance, training, etc.), and amount of time spent.
- E. Official time spent acting in a representational capacity shall have no negative effect on a Bargaining Unit employee's performance appraisal.
- F. If a representative of the UNION is serving 50% or less of his/her duty time on "official time" the Employee Performance Appraisal shall be based only on the evaluation of actual job performance for the designated appraisal period.
- G. A UNION representative may be authorized official time for such purposes and shall be free to exercise their responsibility to advance the best interests of and to represent the employees covered by said agreement.
- H. A UNION representative may not be downgraded on their performance appraisal solely because of serving as a UNION representative.

#### Section 6-6 Release Procedures.

It is agreed and understood that all officers and representatives of the UNION, who ask their immediate supervisors, shall be given permission to go to other work areas when necessary to bring about the prompt and expeditious disposition of a grievance or complaint, unless there are compelling circumstances to the contrary. The representatives are to inform their immediate supervisors when they have returned to the work area. When a UNION representative desires to contact an employee in another work area to discuss a grievance or complaint, the representative first will report to the immediate supervisor in that particular area and state the purpose of the visit. The supervisor will make the employee available for the discussion unless there are compelling circumstances to the contrary. In such circumstances, the UNION representative shall be informed when the employee will be available for the discussion. It is also agreed that, subject to work requirements, UNION representatives and employees shall be allowed to meet in the privacy of the UNION office for such discussions when necessary.

#### Section 6-7 Shift Assignments.

The EMPLOYER agrees to make every reasonable effort to assign the President, Vice-President, and Chief Stewards of the UNION to work a first shift, Monday through Friday basic workweek. When it becomes necessary to assign one of those officers to other than a first shift or Monday through Friday workweek, the EMPLOYER will notify the UNION at least 2 workdays in advance and explain the need for the officer being assigned to such a shift or workweek.

Section 6-8 Use of Facilities and Equipment.

Officers and representatives of the UNION may use any desk, telephone, and other communications equipment normally assigned for their use incidental to their official duties to make local calls in fulfilling their representational responsibilities. The UNION President and Vice-President may use the telephone for representational purposes.

Section 6-9 Validity of Complaint.

The EMPLOYER recognizes that the UNION will make an effort to determine the validity of alleged complaints and grievances prior to their processing. The UNION agrees not to solicit complaints and grievances.

Section 6-10 Internal UNION Business.

Activities concerned with internal management of the UNION such as solicitation of members, collection of dues, or campaigning for UNION office are permitted only during non-work time. Such internal business may be conducted during an employee's lunch period, authorized break period, while on annual leave or leave without pay, or before or after the employee's duty hours.

Section 6-11 Freedom to Contact Elected Officials.

It is agreed that recognized UNION representatives shall be free to exercise their responsibility to advance the best interest of and to represent the employees covered by this Agreement, and shall be permitted to engage in authorized activities on behalf of the UNION. Such representation shall include presentations of its views to officials of the Executive Branch, the U.S. Congress, or other appropriate authority pertaining to conditions of employment of bargaining unit employees. Such request for use of official time must be submitted on Langley Form 54, Request for Special Leave or Excused Absence, and include an explanation on how such lobbying will benefit the Center and/or bargaining unit employees.

Section 6-12 Guarantee of Rights and Privileges.

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

Section 6-13 Executive Committee Meetings.

The UNION may hold meetings of the UNION Executive Committee and necessary stewards for the purpose of discussing matters of mutual concern to the EMPLOYER and the UNION and not for the purposes of conducting internal UNION business.

Section 6-14 Official Time for Negotiations.

It is agreed that UNION representatives who are engaged in negotiating a collective bargaining agreement or otherwise negotiating working conditions covering employees in the Bargaining Units shall be authorized official time for such purposes, including attendance at impasse proceedings and preparation time, during the time the employee otherwise would be in a duty status.

Section 6-15 Training of UNION Representatives.

The EMPLOYER agrees, subject to work requirements, to excuse UNION representatives from duty to receive training relating to matters of mutual concern to the Center and the UNION. The total amount of excused absence granted for such training will not exceed 25 workdays per year for the UNION. Requests for excused absence will be submitted to the Labor Relations Officer on Langley Form 54, Request for Special Leave or Excused Absence. Training received on Center will not be counted against this 25 workday total. The requests must include an explanation of the way such training will benefit the Center.

**Article 7**  
**Workweek and Hours of Duty**

Section 7-1 Basic Workweek.

It is agreed and understood that, except as hereinafter provided, the basic workweek for employees assigned to standard shifts will consist of five 8 hour days, Monday through Friday, inclusive. The regular hours of work for employees within the Bargaining Units shall not exceed 8 hours per day and 40 hours per week. The EMPLOYER agrees to schedule all workweeks so that employees within the Bargaining Units will have at least 2 consecutive days off unless it has been determined that the Center would be seriously handicapped in carrying out its functions or that costs would be substantially increased. It is further agreed that before such a determination is made, the EMPLOYER will inform the UNION for the purpose of considering the UNION's views on the matter. The UNION may request to negotiate over substantive changes in working conditions.

Section 7-2 Workweek Assignments.

It is agreed that the Maxi-flex schedule will be the most frequently utilized work schedule at the LaRC. The EMPLOYER agrees to assign employees within the Bargaining Units to the Maxi-flex work schedule to the maximum extent, considering workload commitments, facilities, space, and substantially increased cost.

Other work schedule options that employees may be assigned to work are standard and nonstandard shifts including second and third shift operations, and First Forty Hour tour of duty. However, the final determination regarding the employee's schedule rests with the EMPLOYER. The EMPLOYER retains the authority to require an employee to be on duty as needed, and when deemed appropriate, to rescind the Maxi-flex schedule. Further, the EMPLOYER may rescind, after consultation with the UNION, the Maxi-flex schedule in a work unit or group of employees based on work requirements.

It is agreed the EMPLOYER will assign employees to other workweeks only to the extent necessary to support and carry out the mission of the Center, and after notification to the UNION of changes in working conditions. Qualified volunteers from the work area will receive consideration when selecting employees for assignment to workweeks other than

Monday through Friday. If a change effected in the basic workweek of any of the employees in the bargaining unit is considered unjust or unwarranted, a grievance may be processed in accordance with Article 22 of this Agreement.

Section 7-3 Workweek or Shift Changes.

It is agreed that, except in emergency situations, employees in the Bargaining Units will be notified within a reasonable amount of time of any changes in their workweeks or shift hours in advance of the start of the administrative workweek during which the change is effective. The start of the administrative workweek is 12:01 a.m. on Sunday. A notation of these changes will be made in the remarks section of the time and attendance system.

Section 7-4 Lunch Period.

Except as otherwise specified in this Article, the shift hours of Langley Research Center employees include a 30-minute, nonpaid lunch period during which employees are duty free. For employees working a day shift, lunch periods are staggered during the period 10:00 a.m. and 2:00 p.m. Employees working other shifts generally schedule their eating time during a comparable 4-hour period near the middle of the shift. Employees who wish to extend their lunch period to 1 hour to participate in physical fitness activities or for other personal reasons, may request a 9-hour work shift which includes a 1-hour, nonpaid, duty-free lunch period. Written requests are to be made to the employee's first line supervisor, with any necessary appeals through organizational line management.

The shift hours of employees assigned to standard third shifts include a 20-minute paid lunch period during which employees are not duty free. Additional tours of duty without lunch periods may be authorized by supervisors when the work situation requires the continuous presence of the employee, and in such cases, the employee's duty hours will include a 20-minute paid lunch period during which the employee is not duty free. When situations arise on the first and second shifts where, in the judgment of the supervisor, good operation practices dictate that operations should not be interrupted for lunch at an employee's normal eating time, the employee will be assigned to work through the lunch period. When this occurs, supervisors will take one of the following actions: (1) schedule a later lunch period if the employee can later be relieved (no later than 1:30 p.m. on the first shift and no later than 6 hours after the beginning of the second shift), or (2) if this is not possible, consider the 30 minutes as duty time to be added to other hours worked by that employee and subject to the overtime provisions of this Agreement. In example 2, the employee's duty hours will include a 20-minute paid lunch period during which the employee is not duty free.

Section 7-5 Clean-up Time.

The EMPLOYER agrees that immediately prior to lunch and at the end of the shift, adequate time shall be allowed for the purpose of personal clean up and stowage of personal or Government-owned property. Nothing herein shall be construed as allowing employees to leave their assigned work area following personal clean-up until the lunch period commences or the shift ends.

Section 7-6 Non-Standard Shift Assignments.

It is agreed that the EMPLOYER will assign employees to other than standard shifts only to the extent necessary to support and carry out the mission of the Center. It is further agreed that the EMPLOYER will consult with the UNION before establishing non- standard shifts.

Section 7-7 Employee Requests for Workshift Changes.

The EMPLOYER recognizes that there may be instances when assignments of employees to a workshift other than the one the employee normally works would not adversely affect the efficient operation of the Center or the timely accomplishment of the Center's mission.

Therefore, requests for changes in an employee's workshift for personal reasons will be given careful consideration. Denial of such requests will not be for arbitrary or capricious reasons, but will be based on factors pertinent to the requesting employee's job assignment and the effect a shift change would have on the efficient operation of the Center. It is agreed that upon an employee's request, a shift change may be made subject to the following requirements:

- A. The shift hours will be of a continuous 8-1/2 hour period, including a 30-minute, nonpaid lunch period unless the employee has received permission under the provisions of Section 7-6 to work a 9-hour shift which includes a 1-hour, nonpaid lunch period.
- B. There will not be substantially increased costs, such as heating and air conditioning being used before or after the normal working hours of the facility or office.
- C. Assignments to such shifts must not adversely impact the employee's job assignment or interfere with the timely accomplishment of the Center's mission. The employee's supervisor will determine whether or not the assignment would have such an effect.

If an employee of one of the Bargaining Units request for a change in workshift is denied, the employee upon written request will receive a written explanation of the reasons for the denial. It is agreed that for changes from one standard shift to another standard shift, the employee must make a verbal request and obtain verbal approval and concurrence of the supervisor.

It is further agreed that for a change from a standard shift to a non-standard shift, standard shifts beyond one pay period, a written request is to be submitted to the employee's supervisor or organizational line management, and written approval obtained within 5 work days.

It is agreed that no provision of this Article gives an employee the right to refuse to perform assigned work, to refuse a direct order, or to refuse to report for work when ordered to do so. It is also agreed that management officials retain the right to determine the need for, and to direct an employee to report at a given time on particular days in order to attend scheduled meetings or perform necessary work. The EMPLOYER agrees to make every reasonable efforts to schedule meetings, which the Bargaining Unit employees must attend, during the hours the employee is currently assigned.

Section 7-8 EMPLOYER Assignments to Other Than Standard Maxi-flex Shift. It is agreed that when employees are assigned to work a shift other than a standard Maxi-flex first shift, selection will be made from among the qualified personnel within the work area in the following sequence: (a) alphabetical or other currently established rotational order, (b) volunteers. The employee(s) next on the rotational list will be given preference over those currently assigned to the shift. The EMPLOYER agrees to make maximum use of volunteers for shift work when the employee(s) next on the rotational list will be given preference over those currently assigned to the shift. The rotational assignments shall not exceed 4 weeks duration. It is agreed that the EMPLOYER has the authority to assign employees to shifts other than the ones for which they volunteer. Assignments may be made based on skill mix requirements, need for evaluation of employees, etc. The Shift Rotation List shall be available to all employees and their Representatives for inspection.

Section 7-9 Voluntary Tours and Exceptions.

It is understood that a voluntary tour of other than a standard first shift does not exempt an employee when his/her name appears for rotational assignment to other than a standard first shift. Exceptions to this Section and Section 7-10 may be made:

- A. By mutual agreement between the parties.
- B. When the character of the work dictates the assignments of specific employees having special skills or training.
- C. Upon certification by a licensed physician that the health of the employee would be impaired by such an assignment.
- D. For training purposes as specified in Section 27-6 and 28-6 of this Agreement.

It is understood that when an employee is excused from a shift assignment, it may be necessary to change the work assignments of the employee in order to fulfill the mission of the Center and the intent of this Article.

Section 7-10 Trading Shift Assignments.

It is agreed that in areas which have continuous operations, employees may, with the approval of the supervisor, trade shift assignments. It is understood that upon completion of that shift assignment, the employees would then return to their normal rotational shift assignment.

Section 7-11.

The EMPLOYER agrees that any employee, spending time on stand-by status, is on duty and hours spent is hours of work. It is also agreed that Standby Duty restricts the employee by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities while awaiting a call to perform actual work. However, if the Standby Duty covers a period of 24 consecutive hours, 8 of the 24 hours will be set aside or allowed for sleeping and eating. The employee is therefore considered to be in a work status for only 16 of the 24 hours of Standby Duty.

## **Article 8 Overtime**

### Section 8-1 Basic Provisions.

It is understood that all officially ordered and approved hours over eight (8) in a day, or forty (40) hours in a workweek worked by employees (other than those assigned to a first forty-hour tour of duty) are considered overtime hours. The EMPLOYER reserves the right to assign overtime and agrees that all hours worked, or which is suffered or permitted to be worked, shall be compensated for in accordance with current regulations and Title 5 Code of Federal Regulations (CFR) Parts 550 and 551. While it is the intent of Center Management to provide compensation for all overtime worked, it is also its responsibility to determine the need for overtime work and to assure that employees only work overtime when there is a need. For purposes of this Agreement, a day is defined as a continuous hour period beginning at 12:00 a.m. and ending at 12:00 midnight. An employee who was regularly scheduled to work the second shift may not also be regularly scheduled to work the third shift immediately thereafter without overtime compensation.

### Section 8-2 Equitable Distribution.

The EMPLOYER agrees that overtime work will be distributed equitably among all employees within an organizational element as far as character of the work and the qualifications of the employees will permit. It is understood that, for the purposes of this Article, the term “organizational element” refers to those elements which have been assigned Langley Research Center organizational code numbers. Employees assigned to work overtime must be qualified to perform the overtime work in an efficient and expeditious manner. It is recognized that certain factors, i.e., leave, continuity on jobs of short duration, peculiar environmental or skill requirement, etc., may cause temporary imbalances in the equitable distribution of overtime. However, it will be the responsibility of the EMPLOYER to make every reasonable effort to distribute overtime fairly and equitably over a 12-month period. When overtime work, which requires familiarization training, becomes sufficiently repetitious within an organizational element to unduly unbalance the equitable assignment of overtime, the EMPLOYER, to the extent feasible, shall make necessary arrangements to train and qualify a reasonable number of additional employees for that work. The EMPLOYER agrees to maintain overtime records within organizational elements and make the records available and provide a copy to the UNION upon request.

### Section 8-3 Volunteers & Requests for Relief.

The EMPLOYER agrees to solicit qualified volunteers from within the organizational element for overtime assignments whenever possible. An employee who requests to be relieved from an overtime assignment will be relieved in all instances when another qualified employee is available for the overtime assignment and is willing to work. If an employee is relieved from an overtime assignment by request, the hours of overtime declined will be considered as overtime hours worked for purposes of determining the overtime distribution.

Section 8-4 Transportation Considerations.

The EMPLOYER agrees to consider an employee's transportation needs when making unscheduled overtime assignments. When overtime assignments occur during the employee's work shift, those employees without transportation home may request to be relieved from the overtime assignment provided other qualified employees are available and willing to work the overtime. The overtime hours declined will be considered as overtime hours worked for overtime distribution purposes.

Section 8-5 Loaned Employees.

When employee(s) are loaned to an organizational element for the purpose of supplementing the work force of the element on a continuing basis (40 hours or more), and overtime is required of the employees of the element, the employee(s) loaned will be given equitable consideration for the overtime. In any event, an employee who is not assigned to the element will not be brought in and assigned to overtime when qualified employees within the element are available for the overtime assignment.

Section 8-6 Overtime Notice Requirement.

It is agreed that the appropriate management official shall notify affected employees of the requirements for all overtime work promptly after establishing firm overtime requirements. Every reasonable effort will be made to provide this notice at least 24 hours prior to the requirement or by the close of business on Thursday when the overtime assignments involve Saturday or Sunday. This Section does not apply to emergencies or unusual situations requiring immediate action outside and/or beyond regular shifts when employees must be kept on duty on an overtime basis to accomplish mission requirements.

Section 8-7 No Denial of OT due to AL or SL.

The opportunity to work overtime shall not be denied to any employee solely for the reason that annual or sick leave has been granted in accordance with established regulations and conditions outlined in this Agreement.

Section 8-8 OT Pay Entitlement.

Any bargaining unit employee assigned to perform any duty or service beyond their normal tour of duty, either prior to the beginning or after the close thereof, shall be compensated for all such time assigned. Overtime will be assigned, and is payable, in one-quarter (1/4) hour increments. Overtime pay shall be in addition to any shift differential or additional pay to which the employee is entitled. In no case will any bargaining unit employee be assigned or otherwise expected to carry work home after hours in order to complete assigned tasks. It is agreed that overtime pay under 5 CFR 551, Subpart E, shall be paid in addition to all pay, other than overtime pay, to which the employee is entitled under title 5, United States Code, or any other authority. An employee entitled to overtime pay under this subpart and overtime pay under any authority outside of title 5, United States Code, shall be paid under whichever authority provides the greater overtime pay entitlement in the workweek.

#### Section 8-9 Compensatory Time Off.

Compensatory time off is absence from duty authorized in lieu of overtime pay for officially ordered or approved overtime. In accordance with applicable laws and regulations, earned compensatory time must be used not later than the end of the 26<sup>th</sup> full pay period (52 weeks) following the pay period in which it is earned. Exempt employees who fail to use authorized compensatory time off before the time limit shall lose their right both to compensatory time off and to overtime pay unless they have not been given ample opportunity to take the time off, or an exigency of the service prevented their taking time off. Nonexempt employees who fail to take authorized compensatory time off prior to the 26 pay period limitation will be paid for all overtime worked.

#### Section 8-10 Call Back Work.

Employees who are required to report back to work after the conclusion of their regular shift hours, or who perform overtime work on a day which is not one of the employee's scheduled work days, shall be compensated for a minimum of 2 hours regardless of whether the employee is required to work the entire 2 hours.

#### Section 8-11 Overtime Fractional Hours of Work.

In accordance with 5 CFR 551.521,

- a) An employee shall be compensated for every minute of regular overtime work.
- b) A quarter of an hour shall be the smallest time unit used for crediting irregular or occasional overtime work under this subpart. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes shall be rounded up or rounded down to the nearest full fraction of an hour used to credit overtime work.

Employees exempt from FLSA are entitled to be compensated only for hours of work performed, which are officially ordered or approved. Those nonexempt from FLSA are entitled to be compensated for hours of work which are officially ordered or approved or for that work which is suffered or permitted to be performed.

#### Section 8-12 Overtime Complaints.

Employees who feel they have been denied overtime pay they are entitled to under the provisions of the Fair Labor Standards Act, may file a complaint with the Office of Personnel Management, Agency Compliance and Evaluation Division. It is agreed that an effort will be made to resolve the problem at the local level before the complaint is filed with OPM.

**Article 9**  
**Environmental, Physical Hardship, or Hazard Differential Pay**

Section 9-1 Definitions.

It is agreed that According to 5 CFR 550, duty involving physical hardship means, duty that may not in itself be hazardous, but causes extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices, such as duty involving exposure to extreme temperatures for a long period of time, arduous physical exertion, or exposure to fumes, dust, or noise that causes nausea, skin, eye, ear or nose irritation. Hazardous pay differential means additional pay for the performance of hazardous duty or duty involving physical hardship.

Section 9-2 Hazard Pay Differential.

It is agreed that employees performing work that has been determined to be hazardous, or to be severe physical hardship under circumstances which cause significant physical hardship or distress, shall receive additional pay. The amount of additional pay shall be in accordance with 5 USC 5545 and 5CFR 550.

Section 9-3 Requests for Differential Pay.

If, at any time during a job assignment, an employee believes that additional pay is warranted, the employee should call the matter to the attention of the immediate supervisor. If the supervisor feels the work assignment meets the requirement for the differential pay, he/she should submit a letter to Langley Human Resources Office (HRO) describing the situation. It is also agreed that the UNION may submit a memorandum to Langley Human Resources Office (HRO) when it feels that any of the employees in the Bargaining Units are entitled to environmental, physical hardship, or hazard differentials. If a dispute exists over whether or not payment is justified, the EMPLOYER will meet with representatives of the UNION in an attempt to resolve the issue. If the dispute is not resolved, the UNION may file a grievance in accordance with Article 21 of this Agreement.

**Article 10**  
**Annual Leave**

Section 10-1 Basic Provisions.

It is agreed that employees shall earn and be granted annual leave in accordance with applicable statutes. Annual leave to an employee's credit may be granted at any time during the year. An employee's timely request for leave is to be approved if it is reasonable in consideration of work and manpower requirements. Requests for annual leave shall be granted when the employee has given the immediate supervisor reasonable notice, subject to the reasonable requirements of the EMPLOYER. An employee may request approval to use leave by electronic means, and it is agreed that supervisors have an obligation to respond to requests for annual leave within forty-eight (48) hours or two workdays. Requests for annual leave for emergency reasons will be considered on an individual basis. When a written request for annual leave has been denied or rescinded, the supervisor will note in the remarks section of the electronic time and attendance system and forward the reason in writing for the denial, to the employee. Leave that has been scheduled for use may be rescheduled on the same basis. Leave credited to a probationary employee that is in advance of the amount earned will be approved judiciously. It is agreed that the provisions

of this Section will apply to all employees, regardless of their current shift assignment.

#### Section 10-2 Annual Leave for Vacation Purposes.

In those organizational elements in which annual leave for vacation purposes must be scheduled in advance due to the nature of the work, the following guidelines will apply:

- A. Annual leave of more than 3 days will be considered vacation leave and must be requested in advance for planning purposes.
- B. Employee will not be required to schedule vacation leave longer than 30 days in advance of the beginning of such leave.
- C. When two or more employees request vacation leave for the same period and not all can be permitted to take off, leave will be approved on a “first come first served” basis. In the event it is not possible to determine who requested leave first, leave will be approved based on length of NASA service.
- D. Annual leave of 3 days or less must be requested as far in advance as possible under the circumstances. If more employees request leave than can be permitted off, the procedures outlined in Item C. above will be followed. Leave requested due to an emergency such as death or illness in the employee’s family will constitute exceptions to the provisions of Item C. above.

#### Section 10-3 Avoidance of Leave Forfeiture.

It is agreed that supervisors will, with the participation of the employee, schedule annual leave so as to provide a reasonable vacation period and assure that the employee will not forfeit annual leave and the center’s mission will not be hampered by excessive absences at the end of the leave year to avoid forfeiture.

It is agreed that annual leave to an employee’s credit which is in excess of the maximum accumulation, will be forfeited at the beginning of the new leave year unless the forfeiture was a result of an approved exigency of the public business, sickness of the employee, or administrative error. In these cases, annual leave may be restored to the employee for latter use, provided the leave was requested for use in writing before the third biweekly pay period prior to the end of the leave year. However, it is agreed that when an employee does not request or use annual leave to avoid forfeiture, the employee is not entitled to have the leave restored for later use.

#### Section 10-4 Extended Lunch Period.

Supervisors may permit employees to combine leave with the 30-minute, nonpaid lunch period which begins or ends between 10 a.m. and 2 p.m., or with the comparable 4-hour period encompassing the normal eating time on other shifts.

Section 10-5 Tardiness.

Supervisors may excuse employee tardiness of less than 1 hour once a pay period. In case of tardiness in excess of once a pay period, a supervisor may exercise one of the following options based on the circumstances:

- A. excuse the absence;
- B. permit the employee to make up the time on the same day;
- C. require an appropriate leave charge in increments of 15 minutes.

If leave is charged and it exceeds the period of tardiness, the employee will not be required to work the additional time covered by the leave charge. Whichever of the actions is taken must be recorded in the appropriate manner in the Time and Attendance system.

Section 10-6 Increments of Time.

It is agreed that annual leave will be charged in increments of ¼ hour.

Section 10-7 Adjustment of Leave Request.

Employees leaving the Center in an approved leave status, who are detained at the gate for emergency or unforeseen reasons, may make a written request to the supervisor or leave approval official for an adjustment to their leave charge.

Section 10-8 Annual Leave for Parental Responsibilities.

An employee may be granted annual leave, or leave without pay, as appropriate to the individual case, to carry out parental responsibilities.

**Article 11  
Sick Leave**

Section 11-1 Basic Provisions.

It is agreed that employees shall earn and be granted sick leave in accordance with applicable statutes and regulations. The EMPLOYER and the UNION recognize the value of sick leave and the importance to each employee of conserving it to the maximum extent possible as a means of assuring continuity of income during periods of illness and incapacitation for duty. In furtherance of that objective, the UNION agrees to assist the EMPLOYER by emphasizing the importance to each employee in the Bargaining Units of conserving sick leave.

Section 11-2 Sick Leave Records.

The sick leave records of the employees in the Bargaining Units shall be treated in confidence by the supervisor. These records shall be made available to the employee, officials that review these records for official purposes, and to any other individual upon the written request of the employee. In no event shall the EMPLOYER allow anyone, other than the above, to review the employee's sick leave records without a valid court

order. All sick leave records shall be kept in a manner to ensure the confidentiality of these records.

Section 11-3 Incapacitation.

Sick leave shall be granted to employees when they are incapacitated for the performance of their duties. Employees not reporting for work because of incapacitation for duty shall furnish notice to their immediate supervisors, or other designated person, by telephone as soon as practicable, but no later than 2 hours after the beginning of their scheduled work shift.

Section 11-4 Medical Examination or Treatment.

Sick leave as necessary shall be granted for medical, dental, or optical examination or treatment. Sick leave for these purposes normally will be applied for in advance in minimum amounts of leave necessary.

Section 11-5 Medical Certification.

Except as hereinafter provided, an employee shall not be required to furnish a medical certificate unless the absence exceeds 3 workdays. In no event shall the employee be required to elaborate on the specific reasons for absence. It is agreed and understood that the EMPLOYER has the right to require that an employee furnish a medical certificate for each absence which is claimed to be due to incapacitation for duty on the following basis:

- A. There is a discernible pattern of sick leave absence or there is other reasonable evidence that the employee has abused sick leave privileges within the previous 6 month period; and,
- B. The supervisor has counseled the employee in respect to the use of sick leave, a record of such counseling is on file, and the employee's record subsequent to the counseling does not indicate improvement; and,
- C. The employee has been counseled and given a written notice by the EMPLOYER that a medical certificate for each sick leave absence must be furnished.

In the event an employee is absent because of incapacitation for duty in excess of 3 consecutive days and does not obtain professional medical attention, sick leave for the period shall be granted upon submission of acceptable administrative evidence other than a doctor's certificate.

Section 11-6 Notice of Sick Leave Abuse.

The EMPLOYER agrees that written notice (referred to above) issued to employees within the Bargaining Units will terminate 6 months after the date issued. If it becomes evident that the employee is again abusing sick leave privileges, then another written notice may be issued or other appropriate disciplinary action taken.

Section 11-7 Employee Visits to the Dispensary.

Employees will be granted an excused absence, not to exceed 1 hour, for visits to the Center's Dispensary as a result of illness or injury which is not job related. Some examples would be for receiving advice or treatment of ailments such as headaches or

colds; having blood pressure checked; or receiving allergy injections. If the employee does not return to duty following treatment at the Dispensary, or if the time spent at the Dispensary exceeds 1 hour, all the time spent at the Dispensary will be charged to the appropriate type leave.

The EMPLOYER agrees that employees who are sent home sick by the Center's dispensary shall not be required to furnish a medical certificate to substantiate such absence unless it exceeds 3 subsequent workdays. In cases where an employee is required to submit a medical certificate for each absence which is claimed is due to illness in accordance with Section 11-5 above, such certificate will be furnished for periods of absence subsequent to the day the employee is sent home from the Center.

Section 11-8 Advanced Sick Leave.

Employees who are incapacitated for duty because of serious illness or disability may be advanced sick leave not to exceed 30 days.

Section 11-9 Family Friendly Leave Act.

Full-time employees may use a total of 104 hours or 13 work days of sick leave per leave year for general family care and bereavement. This is in addition to personal sick leave.

Section 11-10 Increments of Time.

It is agreed that sick leave will be charged in increments of ¼ hour.

**Article 12**  
**Leave Without Pay**

Section 12-1 Basic Provisions.

It is agreed that employees may be granted leave without pay in accordance with provisions of applicable regulations. Such leave without pay shall not exceed 1 year for each application.

Section 12-2 UNION Convention Delegate.

The EMPLOYER recognizes that employees in the Bargaining Units may be elected or appointed as Delegates to a UNION convention or other such function, which necessitates an absence from the Center. In this regard, the EMPLOYER will approve annual leave or leave without pay upon an employee's request unless there are overriding work requirements.

Section 12-3 Full-Time UNION Positions.

Employees accepting full-time positions as UNION representatives may be granted leave without pay normally not to exceed 1 year for each application.

Section 12-4 Return to Duty from LWOP.

Employees returning to duty from approved leave without pay will be granted rights, privileges, and seniorities to which they may be entitled at that time in accordance with appropriate regulations.

Section 12-5 Accrual of Rights and Privileges.

Employees in approved leave without pay status shall accrue all rights and privileges with respect to retirement status and coverage under the Group Life Insurance and Federal Employees Health Benefits Programs to which they may be entitled in accordance with appropriate regulations.

**Article 13**  
**Leave for Funerals**

Section 13-1 Use of Sick Leave to Plan or Attend Family Funeral.

Employees may use sick leave under the Family Friendly Leave Act (FFLA) to plan or attend the funeral of a family member. A Family member is defined as (a) spouse and parents, thereof; (b) children and spouses, thereof; (c) parents and grandparents; (d) brothers and sisters, and spouses, thereof; (e) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 13-2 Immediate Relative in Armed Forces.

The EMPLOYER agrees to grant up to 3 days funeral leave to employees to make arrangements for or to attend the funeral of or memorial services for an immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the armed forces in a combat zone. Immediate relatives of the deceased include: parents, spouse, parents of the spouse, children and their spouses, brothers and sisters and their spouses, and any other individual related by blood or affinity whose close association with the deceased was such as to have the equivalent of a family relationship.

Section 13-3 Veterans or Members of an Honor Guard.

Veterans or members of an honor or ceremonial group of a veteran's organization may be excused up to 4 hours in a day to participate as pall bearers, members of firing squads, or honor guards in military funeral services as provided in 5 USC 6321.

## **Article 14 Holidays**

### Section 14-1 Basic Provisions.

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 14-2 Entitlement.

Holidays as designated above will normally be observed as nonwork days. The following applies for employees whose basic workweek is Monday through Friday; when a holiday falls on Sunday, the Monday immediately following is the employee's holiday. When a holiday falls on Saturday, the Friday immediately preceding is the employee's holiday.

### Section 14-3 Regular Pay Plus Shift Differential.

Employees in a pay status shall receive 8 hours pay at their regular hourly rate plus appropriate shift differential on all days defined as holidays that they are not required to work, except as provided otherwise in applicable laws and regulations.

### Section 14-4 Work on a Holiday.

Employees working on a holiday within their basic workweek shall receive double their hourly rate of basic compensation for all hours not to exceed 8 hours worked on such holiday. Holiday pay will include any other premium pay to which the employee is entitled. Work in excess of 8 hours performed on a holiday is overtime work and shall be compensated for as overtime work performed on any other day in accordance with Article 8 of this Agreement.

### Section 14-5 Holiday Overtime.

Work performed during regular hours on a holiday is considered holiday pay. Any time worked in excess of eight (8) hours on a holiday is compensated by overtime pay or compensatory time off. Nonexempt employees are paid overtime unless they request compensatory time off in lieu of paid overtime.

## **Article 15 Merit Promotion Plan**

### Section 15-1 Purpose.

The EMPLOYER and the UNION agree that the Merit Promotion Plan establishes procedures for filling position, with current or former Federal employees with competitive status, through competition procedures and on the basis of merit. It is agreed that selections will be made without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying disability, age or sexual orientation.

#### Section 15-2 Merit Promotion Procedures.

*Reassignment to a position with increased promotion potential, details to a higher graded position, temporary promotion of more than 120 days, and the selection of employees for training required for promotion will be accomplished through the NASA Merit Promotion Plan and this Article.*

It is agreed that noncompetitive procedures apply to the temporary assignment of an employee to a higher graded position for less than 120 days. Examples of temporary assignment are, a reassignment at employee's current grade to a position with promotion potential for less than 120 days; a detail of less than 120 days to a higher graded position; or temporary promotion of less than 120 days.

#### Section 15-3 Area of Consideration.

The minimum area of consideration for vacant positions covered by the Bargaining Units advertised under the Merit Promotion Plan will be Centerwide, unless it is the result of a realignment or reorganization. The use of a smaller minimum area will be handled according to Article 31-8 of this Agreement. It is agreed that applicants who are eligible for transfer or reinstatement may be given concurrent consideration and compete under the announcement with Langley employees.

#### Section 15-4 Extended Absences.

It is agreed that employees on extended absences (e.g., workers' compensation, Intergovernmental Personnel Act (IPA), extended TDY, extended leave without pay, medical leave, or any other extended absence), are responsible for submitting their resume for vacant positions. It is understood that employees may not receive "automatic consideration" for vacant positions unless they have a resume on file in OPM's USAJOBS database. Upon an employee's written or electronic request, the supervisor must submit the employee's name (and any application material provided by the employee) for appropriate vacancies announced during an employee's absence.

#### Section 15-5 Vacancy Announcements.

Announcements will be open for a minimum of ten calendar days and it is understood that vacancy announcements will be posted on @LaRC (or current Center electronic bulletin board) for a period of ten calendar days. Vacancy announcements will identify the duties and responsibilities of the position being filled, and the minimum Office of Personnel Management (OPM) qualification standard. A vacancy will be posted on @LaRC the day before the announcement is to open. The UNION President and designee shall be provided a copy of all Center vacancy announcements.

#### Section 15-6 Understudy, Reassignments, or Details.

It is agreed that the selection of employees for understudy-type positions, reassignment, or for detail to a position of function with increased promotion potential, shall be in accordance with applicable OPM and NASA regulations, and this Article.

#### Section 15-7 Qualification Standards.

The minimum qualification standards prescribed by the Office of Personnel Management Qualification Standards (formerly Handbook X-118), will be used to determine basic eligibility of all candidates for new or vacant positions. Employees may view the qualification standard by accessing OPM's website or visiting the human resources office. Employees may contact the human resources office to inquire about their rating.

#### Section 15-8 Application Procedures.

A resume is required for all positions filled under NASA's automated staffing and recruitment system. The resume must contain all required information as described in NASA's Resume Builder and Resume Guide.

- A. It is the applicants' obligation to present their qualifications for the position. Individuals who submit some, but not all, required information will be found ineligible for consideration for the position.
- B. The skills or competencies used in evaluating candidates for competitive placement will be consistent with the scope and responsibility assigned in the position description. The evaluation process will consist of the use of an automated rating process and further evaluation of the HR Specialist, and other appropriate official as may be required. The rating process will measure all applicants against the same job criteria (skills) or competencies.
- C. Once applicants are rated, the HR Specialist will refer the "best qualified" candidates to the Selecting Official. Candidates will be listed on the certificate in alphabetical order.

#### Section 15-9 Interviews.

An interview of the candidates on a Merit Promotion certificate is recommended prior to making a selection. Interviews, (including telephone interviews) of some, or all of the candidates, may be conducted by the selecting official or his/her designee.

#### Section 15-10 Selection Status.

Once a selection is made, employees will be notified of the status of their resume. Upon request to the human resources office, the employee will be provided the name of the individual selected for the vacancy and other information as it pertains to their rating and eligibility, or referred to the selecting official.

#### Section 15-11 Grievances.

Grievances arising under the Merit Promotion Plan may be processed under the procedures of Article 21 of this Agreement. It is understood that nonselection from a group of properly ranked and certified candidates is not a basis for a grievance.

#### Section 15-12 Candidate Information Requests.

It is agreed that in grievance or discrimination cases resulting from a specific Merit Promotion action, the EMPLOYER will furnish the grievant or

discrimination complainant, upon request, information or documents relevant to the action, provided it does not violate the Privacy Act, Freedom of Information Act, or other applicable law or regulation. It is further agreed that such information will not be released if it would constitute a clearly unwarranted invasion of an individual's personal privacy, and that such information may be sanitized and/or paraphrased in order to minimize identification of any individual.

#### Section 15-13 Details.

Details in excess of 30 calendar days will be documented on Standard Form 52 for placement in the employee's Official Personnel Folder. Employees may submit to the human resources office a statement signed by the supervisor as to the duties performed while on official detail, including the time frame in which the work was performed. This will be maintained as a permanent record in the employee's Official Personnel Folder.

#### Section 15-14 Recurring Vacancy Announcements.

When there is an indication of recurring vacancies, announcements without specific closing dates may be used to advertise such vacancies. All employees who file under such recurring Vacancy Announcements will be automatically considered for all covered vacancies. Selecting Officials will follow selection procedures as detailed in the NASA Merit Promotion Plan and this Agreement. A selection certificate may be reissued to fill "like vacancies" (same title, series, grade, promotion potential, duty location, and essentially similar duties and knowledge, skills, and abilities (KSA's) or competencies) if the selection(s) can be made within 120 days of issuance of the original certificate.

#### Section 15-15 Repromotion Consideration.

Employees demoted without personal cause will be given special consideration for repromotion to any vacant position at the Langley Research Center for which qualified, at either their former grade or retained grade or any intervening grade. This special consideration will be given for a 2-year period from the date of the employee's downgrade and will be given before the use of the merit promotion procedures of this Plan.

When an employee, considered under this provision, is certified (under Merit Promotion procedures) to the Selecting Official as one of the best qualified for the same position, the Selecting Official must either select the employee or make a written statement of the reasons for nonselection. This written statement will become a part of the Merit Promotion action record. The EMPLOYER agrees that the reasons for nonselection must be pertinent to the employee's ability to perform the duties of the vacant position.

#### Section 15-16 Release Date.

The EMPLOYER agrees to release an employee selected to fill an announced vacancy no later than one full pay period following selection, unless the release would adversely impact the mission of the releasing organization.

## **Article 16 Career Promotions**

### Section 16-1 Higher Level Duties.

The EMPLOYER and the UNION agree that promotions based on the employee's position being classified at a higher grade as the result of additional duties and responsibilities are exceptions to the procedures of the Merit Promotion Plan. Employees will normally be assigned jobs corresponding to the grade level of their current position. However, consistent with the availability of work, employees will be given occasional assignments to provide an opportunity to demonstrate their aptitudes and abilities to perform work at the next higher grade level. All employees in the Bargaining Units will receive fair and equal consideration for such assignments.

### Section 16-2 Promotion Recommendations.

Recommendations for promotion will normally be initiated by the immediate supervisor and reviewed by succeeding management levels.

### Section 16-3 Promotion Approval or Disapproval.

The EMPLOYER agrees that when the Branch Head or equivalent management official submits a written recommendation for promotion for an employee of the Bargaining Units, the employee will be informed. If an employee's promotion recommendation is disapproved the employee will be informed of the reason for the disapproval. It is also agreed that upon an employee's request, the appropriate UNION official will be informed whenever a promotion recommendation is disapproved at any of the promotion review levels. Upon the UNION president's request, the EMPLOYER will furnish the UNION the names of the employees in the Bargaining Units who have been promoted in the preceding quarter of the calendar year.

### Section 16-4 Performance Deficiencies.

Employees will be advised in a timely manner of weaknesses in their job performance and other matters that may affect their chances for promotion.

### Section 16-5 Classification Appeal.

If an employee's classification appeal results in the finding that the employee is performing at a higher level than the employee's current grade level, the EMPLOYER agrees to take one of the following actions within 4 pay periods of the finding:

- A. Promote the employee.
- B. Reassign the employee to a position commensurate with the employee's current grade level.
- C. Remove the higher level duties from the employee's current work assignment.

### Section 16-6 Promotion Guidelines.

Upon request, the UNION will receive existing Directorate promotion guidelines applicable to the employees in the Bargaining Units.

Section 16-7 Promotion Potential.

The promotional potential of the employee's current position will be documented on the Standard Form (SF)-50.

**Article 17**  
**Position Descriptions**

Section 17-1 General Provisions.

A Position Description is a statement of the duties and responsibilities comprising the work assigned to an employee. The duties and responsibilities listed in the Position Description will be used in developing individual employee's performance plans and the performance requirements and critical elements contained in those plans. The EMPLOYER agrees to establish and maintain current Position Descriptions for all positions which accurately describe the duties and responsibilities of the position.

Section 17-2 PD and Performance Planning.

The immediate supervisor will discuss the Position Description with the employee during the annual performance planning discussion held prior to the establishment of a Performance Plan. The supervisor will also discuss the contents of the Position Description with the employee when the employee contends that his or her assigned duties and responsibilities have been changed to a significant degree.

Section 17-3 PD Rewrite.

When an employee's Position Description is to be rewritten due to a significant change in the duties, responsibilities, or supervisory controls of the position, the employee will be told by the supervisor of the reasons for the required change.

Section 17-4 Employee Notification.

Employees will be informed of the reclassification of their positions.

Section 17-5 Classification Standards.

The EMPLOYER agrees to make available for review the Position Classification Standards applicable to employees in the two Bargaining Units.

Section 17-6 Standards Review.

The EMPLOYER agrees that when Office of Personnel Management Position/Job Grading Standards applicable to positions in the Bargaining Units are received for review, the UNION will be furnished a copy and given an opportunity to comment in writing. Any comments made by the UNION will be considered by the EMPLOYER and a copy of the EMPLOYER's reply will be forwarded to the UNION.

Section 17-7 Change in Pay System.

The EMPLOYER agrees that on the change of an employee from a Wage Grade (WG) pay system to the General Schedule (GS) pay system, the employee shall be placed in the

appropriate grade level as determined by the Office of Personnel Management Classification Standards and in the appropriate step as determined by controlling regulations.

## **Article 18**

### **Performance Management System**

#### Section 18-1 General Provisions.

It is agreed that work performance of the employees in the Bargaining Units will be appraised by the procedures listed in this Article. It is also agreed that performance standards and critical elements used to appraise performance must be consistent with the duties and responsibilities contained in the employee's official Position Description. Performance standards will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the job in question for each employee or position under the system. A performance standard is the expressed measure of the level of achievement established by Management for the duties and responsibilities of a position or group of positions.

#### Section 18-2 Performance Assessment.

Appraisals of employees' job performance will be made annually, in writing in accordance with NASA Procedural Requirements (NPR) 3430, NASA Employee Performance Communication System (EPCS) through the Agency Web-based system that supports EPCS called the Standard Performance Appraisal Communication Environment (SPACE). The appraisal period will be established as May 1<sup>st</sup>- April 30<sup>th</sup> of each year. The results of performance appraisals will be used as a basis of training, rewarding, reassigning, promoting, reducing in grade retaining, and removing employees. The use of appraisal results will be consistent with the methods identified in the Agency Plan. Supervisors and managers at all levels are responsible for reviewing the performance of their subordinates and recommending those who meet the criteria for appropriate awards and recognition.

#### Section 18-3 Performance Plan.

A Performance Plan for each employee will be established at the beginning of each appraisal period. It is agreed that employees will be encouraged to participate in the establishment of their individual Performance Plan. However, management has the ultimate responsibility for the content of the Performance Plan.

#### Section 18-4 Job Elements.

The employee's Performance Plan will identify, consistent with the duties and responsibilities of the position, the job elements for the appraisal period. The Performance Plan will designate which of the job elements are Critical Elements, and will set forth the performance requirements for all job elements. A critical Job Element is one of sufficient importance that Employee performance below the requirements established by Management requires remedial action and may result in the denial of a within-grade

increase, and may be the basis for removal or reducing the grade level of the employee. Such action may be taken without regard to performance on other elements of the position. Remedial action will be taken anytime an employee's performance is found to be below "Meets." The action will, as a minimum, be the counseling of the employee, and may also include training, closer supervision, reassignment, reduction in grade, or removal. The counseling will provide employees with information on their performance and how it may be improved. Such counseling shall be provided to the employee prior to any performance improvement plan (PIP) or a final performance rating is assigned.

#### Section 18-5 Progress Reviews.

Progress reviews provided an opportunity for the supervisor and the employee to update the Performance Plan. At least one progress review of the employee's Performance Plan will be conducted by the supervisor at approximately the midpoint of the appraisal period. Progress reviews may be initiated at any time during the appraisal period by either the supervisor or the employee. Supervisors have the responsibility to counsel employees in a timely manner about their performance, and will assist employees in their efforts to improve performance that does not fully meet performance requirements. If the employee disagrees with written comments made by the supervisor during a progress review, it is agreed that the employee may annotate any comments in e-mail to the supervisor. It is further agreed that since improved communication between the supervisor and the employee is one of the objectives of the NASA Performance Appraisal Plan, progress reviews and final appraisal assessments will normally be conducted between the supervisor and the employee on a one-on-one basis generally within 30 days after the end of the appraisal period. The reasons for deviating from this policy will be furnished, upon request, to the UNION.

#### Section 18-6 Assignment of Rating.

##### *Individual Performance Elements*

At the end of the appraisal period, the employee will be appraised for each **individual performance element** of their performance plan at one of three levels- "*Substantively Exceeds Expectations*," "*Meets Expectations*" or "*Fails to Meet Expectations*" based on how the employee performed in their position by comparing the employee's actual performance with the Performance Elements and Standards and performance Indicators specified in that employee's Performance Plan, for which there has been an opportunity to perform for the minimum period. Factors which are beyond the control of the employee will be considered before a rating is assigned.

##### *Overall Performance/Summary Rating*

Employees' **overall performance** will be appraised fairly and accurately by calculating the average of 3 and 5 element ratings as follows: 5.0 = 5 summary rating (Distinguished), 4.0 – 4.9999 = 4 summary rating (Accomplished), 3.0 – 3.9999 = 3 summary rating (Fully Successful).

### *Reviewing Official*

A reviewing official (who is at least one level higher than the rating official) will conduct an overview of all ratings. If the assigned rating is “Unacceptable”, the reviewing official must approve the rating before it is finalized.

### Section 18-7 Closeout Ratings.

Assessment of an employee’s performance at the end of the appraisal period is the responsibility of his/her supervisor at that time. If an employee serves for significant period (normally 90 or more days) in more than one position during an appraisal period, the supervisor of each position occupied will provide performance information for consideration in the final assessment of performance. In some cases where the employee has moved to another position just shortly before the end of the appraisal period, it may be appropriate for the previous supervisor to essentially prepare the complete assessment. When a supervisor changes job assignments or leaves the organization during an appraisal period, he/she should assess the performance of employees as of that point, and the close-out appraisal may be considered in the final assessment of performance. In some cases, the closeout rating may be considered the final rating of record.

### Section 18-8 Reconsideration Process.

An employee who disagrees with his or her appraisal may request reconsideration by the supervisor or the next higher level management official. Upon request, the employee may have a UNION representative during the reconsideration process. A reconsideration request must be made no later than 15 calendar days after the employee is giving a copy of the completed appraisal form. Since a progress review mid-term or interim assessment is not a final appraisal, it is agreed that the reconsideration process does not apply to them. This does not, however, preclude an employee from expressing his or her dissatisfaction with the mid-term or interim assessment by using the procedures listed in Section 18-5. The reconsideration request should include information supporting the request. The employee will receive a decision within 15 calendar days after the request for reconsideration has been submitted. Following reconsideration, an employee may grieve a performance appraisal rating in accordance with the Grievance Procedure of Article 21 of the Negotiated Agreement, in which case the reconsideration process will constitute the informal step (Step 1) of the grievance procedure.

### Section 18-9 Performance Requirements.

There will be no requirements beyond those specified in the Agency Plan to justify ratings. There will be no quotas established for the distribution of the various ratings among employees covered by the EPCS.

### Section 18-10 Rating Definitions.

The rating definitions specified in each employee’s performance Appraisal Plan will not be any more restrictive than the rating definitions specified in the Agency Plan. The rating definitions will also define the overall performance needed to attain each of the adjective ratings listed in the Agency plan.

### Section 18-11 How This Article Will Be Applied.

The EMPLOYER agrees that the provisions of this Article will be applied without regard to an employee’s race, color, religion, national origin, marital status, sex, age nondisqualifying

handicapping condition, lawful political affiliation, personal favoritism, or UNION membership or activity.

**Article 19**  
**Acceptable Level of Competence for Within-Grade Increases**

Section 19-1 Definition.

A within-grade increase (WGI) will not be granted to an employee whose most recent rating of record is “fails to meet” expectations at the time the WGI is due. When a WGI decision is not consistent with the employee’s most recent rating of record, a more current rating of record must be prepared.

Section 19-2 Performance Deficiencies.

When it appears that an employee may not be performing at an acceptable level of competence, it is recommended that the employee be advised, at least 30 days prior to the end of the waiting period, of the performance deficiencies related to his/her performance requirements and critical elements which may result in the withholding of a WGI.

Section 19-3 Written Notice.

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

- A. The reasons for the negative determination and the respects in which the employee must improve performance in order to receive a WGI;
- B. Notice to the employee of the right or his/her personal representative’s right to request a reconsideration within 15 calendar days; and,
- C. Notification that the request for reconsideration is to be submitted to Langley Human Resources Office (HRO)

#### Section 19-4 Reconsideration Procedures.

The reconsideration procedures will be as follows:

- A. The employee will submit a request for reconsideration in writing to Langley Human Resources Office (HRO) within 15 calendar days from the date of that determination.
- B. The reconsideration will be accomplished by an official at a higher organizational level who took no part, formally or informally, in the negative determination.
- C. The employee will be given the opportunity to contest personally and in writing the basis for the negative determination and may be accompanied by a representative of his/her choosing.
- D. If the reviewing official's decision is favorable to the employee, it supersedes the negative determination and the employee's WGI then becomes effective as of the date originally due.
- E. If the reviewing official's decision is unfavorable to the employee, the notice of the decision will be in writing and will inform the employee of the right to grieve the decision under the procedures of Article 21 of this Agreement.

#### Section 19-5 Grievance.

When grieving the reconsideration of a WGI denial, the reconsideration process will constitute the informal step (Step 1) of the grievance procedure. The reconsideration decision will be made as soon as is practicable but not later than 30 days after the reconsideration official meets with the grievant. The time limit for filing a formal grievance (Step 2) is 15 days from the issuance of the reconsideration decision. Step 2 of the WGI grievance will be processed in accordance with the instructions found in Step 3, Section 21-10, Negotiated Grievance Procedure.

### **Article 20 Disciplinary and Adverse Actions**

#### Section 20-1 General Provisions.

Any disciplinary or adverse action must be taken for just cause. The employee will be notified of appeal rights, if any, and of the appropriate procedures for appealing such actions. When an employee is issued a notice of proposed formal disciplinary action, the notice will make the employee aware of his or her rights and privileges, to include their right to representation. Employees against whom a disciplinary action is proposed have the right to be represented by a UNION representative or other representative of the employee's own choosing. An extra copy of all notices of proposed disciplinary actions and all notices of the decision will be furnished to the employee for his representative.

The EMPLOYER will notify the UNION on a monthly basis of proposed actions and final decisions. Information will include the proposed action, charge or offense, date of final decision, and organizational location.

#### Section 20-2 Weingarten Rights.

It is agreed that the UNION has the right to be present at any examination of an employee in the Bargaining Units by a representative of the Agency in connection with an investigation if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and,
2. The employee requests representation. It is further agreed that reasonable time will be allowed for a UNION representative to be present and to consult with the employee before the discussion is resumed. It is also agreed that the Agency representative is not required to continue the examination after the request for representation is made.

#### Section 20-3 Disciplinary Actions.

Letters of reprimand will be placed in the employee's Official Personnel Folder (OPF), on the left side, for a period not to exceed 3 years. Before a letter of reprimand is issued, the employee will be given the opportunity to meet with the management official who has the authority to issue the letter of reprimand. The employee will be permitted to present his/her side of the case after being informed of the specific reasons for the proposed letter of reprimand. The management official shall give full consideration to the pertinent facts of the case before making a decision.

#### Section 20-4 Grievance Rights.

An employee may grieve a letter of reprimand or a suspension of 14 calendar days or less under the negotiated grievance procedure.

#### Section 20-5 Appeal Rights.

An employee may appeal an adverse action, that is, removal, suspension of more than 14 calendar days, reduction in grade or pay, and furlough without pay, to the Merit Systems Protection Board within 30 calendar days after the effective date of the action.

Alternatively, the employee may also grieve under the negotiated grievance procedure. The employee may not use both procedures.

#### Section 20-6 Table of Offenses and Penalties.

The EMPLOYER agrees to post electronically on the Langley Human Resources Office (HRO) website the Table of Disciplinary Offenses and Penalties for Employees in the National Aeronautics and Space Administration.

#### Section 20-7 Material Relied Upon to Support Adverse Action.

It is understood that the material relied on to support an adverse action or formal disciplinary action against an employee must be assembled and made available to the employee and/or representative upon issuance of the proposed action. Under Office of Personnel Management (OPM) regulations, information which cannot be made available because it would violate a pledge of confidence or because it is in some way restricted or classified, cannot be used to support an adverse action.

Section 20-8 Equitable Treatment.

It is agreed that there will be equitable and uniform treatment of all Center employees when any disciplinary action is taken or proposed.

Section 20-9 Duty Status.

The EMPLOYER agrees that an employee facing removal or suspension for more than 14 calendar days will normally remain in an active duty status until his or her case has been reviewed by the appropriate management official, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. When circumstances are such that retention in an active duty status may be detrimental to the interests of the Government or injurious to the employee, his or her fellow workers, or the general public, the employee may be temporarily assigned to other duties, or placed on administrative leave. It is further agreed that when an employee has filed a grievance on a decision to suspend the employee for 14 calendar days or less, the EMPLOYER will consider extending the effective date of the suspension until a decision on the grievance has been rendered by the Center Director or his/her designee. Factors to be considered will be the length of the suspension, severe financial impact on the employee, the nature of the charge, and any other factors which the EMPLOYER feels are pertinent.

**Article 21**  
**Grievance Procedure**

Section 21-1 General Provisions.

The purpose of this Article is to set forth the only procedure available to the parties and Unit employees for adjusting grievances. A grievance is a complaint by either the UNION or an employee concerning any matter relating to the employment of the employee; or concerning the effect or interpretation, or a claim of a breach of the terms of this Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. Nothing in this Article should be interpreted as discouraging any employee and/or his/her representative from discussing any dissatisfaction, in an informal manner, with his/her immediate supervisor, higher level supervisors, or the Langley Human Resources Office (HRO) representatives. Such discussions will not interfere with his/her right to process his dissatisfaction through a grievance procedure.

Section 21-2 Exclusions.

Actions not appropriate for processing under this procedure are such matters as (1) a claimed violation relating to prohibited political activities; (2) retirement, life insurance, or health insurance; (3) national security matters; (4) any examination, certification, or appointment; (5) classification of any position which does not result in the reduction in grade or pay of an employee; (6) a violation of reemployment priority rights appealable under 5 CFR Part 330; (7) a reduction-in-force action appealable under 5 CFR Part 351; a violation of reemployment or reinstatement rights appealable under 5 CFR Part 352;

a violation of military restoration rights appealable under 5 CFR Part 353; (10) a salary retention decision appealable under 5 USC 5366; (11) a fitness-for-duty examination decision appealable under 5 CFR Part 831; (12) loyalty cases under 5 USC 1304; (13) injury compensation matters under 5 USC 8121; (14) overtime entitlement under the Fair Labor Standards Act (FLSA) appealable under 5 CFR Part 551; (15) any other matters for which statutory appeals procedure exists, save only that, in those matters which are covered under 5 USC 4303, 5 USC 7512, and 5 USC 2302 (b)(1), the aggrieved employee may, at his/her discretion, raise the issue under the appropriate statutory procedure, or this negotiated grievance procedure, but not both.

#### Section 21-3 Initiation of a Grievance.

Grievances under this Article may be initiated by the parties (see Section 21-11), by employees in the Bargaining Units either singly or jointly, or by the UNION on behalf of employees. Employee representation under this negotiated procedure is restricted to the UNION unless employees choose to represent themselves.

#### Section 21-4 UNION Rights.

When employees choose to represent themselves in processing a grievance, the UNION has the right to observe formal discussions and proceedings during all steps of this procedure. Time spent for this purpose shall be in a duty status. In its capacity as observer, the UNION agrees to respect the confidentiality of all information obtained and not to interfere with the employee's processing of the grievance. The UNION also must be given the opportunity to be present at adjustment meetings, if held, and must be given a copy of the written decision. The adjustment may not be inconsistent with the terms of this Agreement.

#### Section 21-5 Presentation of a Grievance.

Grievances are to be presented to the immediate supervisor concerned within **15 calendar days** after the occurrence of the matter which gave rise to the grievance. This time limit may be extended when the employee establishes that he/she was unaware of the circumstances that led to the grievance or was prevented by matters beyond his/her control from filing a timely grievance. In this case, the grievance must be filed within 30 calendar days from the occurrence of the matter which gave rise to the grievance.

#### Section 21-6 Time Limits.

All time limits herein may be extended by mutual agreement of the EMPLOYER and the UNION. Failure of the EMPLOYER to observe the time limits for any step in the grievance procedure shall entitle the grievant to advance the grievance to the next step. Failure of the employee or the UNION to observe the time limits provided herein shall constitute a basis for the termination of the grievance by the EMPLOYER. Extensions of any time limits may only be made if the party desiring such an extension makes the request before the normal time limit has expired.

#### Section 21-7 Witnesses.

At any step of the grievance procedure, both parties shall have the right to call witnesses to present information relevant to the issues. Witnesses who are employees of the

EMPLOYER, shall suffer no loss of pay or leave for the time spent in attendance at such discussions if they are otherwise in a duty status. Obtaining witnesses who are not employees of the Center will be the responsibility of and at the expense of the party calling such witnesses. At any formal step of this procedure, the EMPLOYER shall, upon request, produce payroll and other records for the purpose of substantiating the contentions of the parties insofar as is practicable without violating Government regulations.

Section 21-8 Grievance Meeting Minutes.

The EMPLOYER agrees to have minutes taken at formal grievance meetings and to furnish a copy of such minutes to the grievant and/or the UNION as appropriate. Such minutes will include the names of those attending the meeting, generally what matters were discussed, and what conclusions were reached.

Section 21-9 Group Grievance.

In the case of a grievance involving a group of employees, subject to the consent of the employees involved, one employee's grievance shall be selected by the UNION for processing. All decisions for that grievance will be binding on the other grievances.

Section 21-10 Procedures.

The following procedure shall apply in processing employee grievances covered by this Article:

Step 1. **Informal.** A grievance covered by this Article shall first be discussed by the *employee* and the **immediate supervisor**. If the grievance concerns a matter beyond the control of the supervisor, the grievant should inform the supervisor of the problem, but direct the grievance to the official at the lowest level who has authority to resolve the grievance. The employee may participate in the discussion either alone, with, or through a representative of the UNION. If the employee decides to have another employee or UNION representative present at the discussion, the supervisor may have another person present. In the discussion, the persons involved shall make an earnest effort to resolve the matter. The supervisor shall make whatever additional investigation is necessary and give an answer as soon as is practicable, but within 5 workdays. Most grievances should be settled at this level. When grieving the reconsideration of an official performance appraisal, the reconsideration process will constitute the informal step of the grievance procedure. The time limit for filing the **formal written grievance (Step 2)** is 15 days from the issuance of the reconsideration decision.

Step 2. **Formal.** A grievant who is not satisfied with the decision at Step 1, may file a **written grievance** using the form mutually acceptable to the EMPLOYER and the UNION. The written grievance is to be submitted to the **Branch Head or comparable official** within 3 workdays after receiving the Step 1 decision. When grieving written reprimands and suspensions of 14 calendar days or less, the informal step of the grievance procedure (Step 1) will be considered to have been completed if the employee receiving the written reprimand or suspension was

given an opportunity to answer the charges before the disciplinary action was affected. The time limit for filing the formal written grievance (Step 2) is 15 calendar days from receipt of a written reprimand or 15 calendar days from receipt of the decision to suspend. The grievance must contain the following information:

1. The employee's name and organization.
2. A statement presenting concisely, but specifically, details concerning the grievance.
3. Provision of agreement alleged violated.
4. Name of the UNION representative, if any.
5. Corrective action desired.
6. Date of the Step 1 decision and name of supervisor.

An information copy of the grievance is to be forwarded to the Labor Relations Officer. Within 5 workdays after receiving the grievance, the Branch Head or representative will meet and discuss the grievance with the grievant and the representatives of the grievant, if any, and will render a written decision within 10 workdays from the date of such meeting. A copy of the answer is to be forwarded to the Labor Relations Officer.

Step 3. A grievant who is not satisfied with the decision at Step 2, may appeal, in writing, to the **Center Director** within 10 workdays after receiving the Step 2 decision. Format of the grievance is the same as specified in Step 2. The grievance will be delivered to the Labor Relations Officer who will forward the grievance to the **Director or the Director's representative**. Upon receiving a grievance, the Director, or representative, will investigate the grievance and make an effort to resolve it. Prior to denying any grievance, the Director or representative will meet with the grievant and representatives, if any, and attempt to reach a satisfactory settlement. This meeting will be held within 10 workdays after receiving the grievance. The decision of the Director or representative will be made as soon as is practicable but not later than 10 workdays after the meeting and will be furnished to the grievant, in writing. If the matter is not resolved, the UNION may elect to process it under the Arbitration provisions of this Agreement, Article 22.

#### Section 21-11 UNION and EMPLOYER Initiated Grievances.

Disagreements between the UNION and the EMPLOYER over the interpretation or application of the Agreement shall be resolved as follows:

Step 1. The UNION President and/or designated representative will meet with the appropriate management official and/or designated representative in an effort to resolve an issue of concern to the UNION informally. The appropriate management official and/or designated representative will meet with the UNION President and/or designated representative in an effort to resolve an issue of concern to the EMPLOYER informally. If the issue cannot be resolved informally, the aggrieved party may proceed to Step 2.

Step 2. The issue is to be reduced to writing and, if the UNION is the aggrieved party, forwarded to the Labor Relations Officer. If the EMPLOYER is the aggrieved party, it is to be forwarded to the UNION President. The written grievance is to be filed within 7 workdays of the decision at Step 1. The Labor Relations Officer and/or designated representative, or the UNION President and/or designated representative, as appropriate, will investigate the grievance and a meeting of the Labor Management Committee will be convened within 5 workdays after receiving the grievance to discuss the problem in detail. A written decision will be given to the aggrieved party as soon as practicable, but not later than 5 workdays following the Labor Management Committee meeting. If the aggrieved party is not satisfied, the matter may be processed under the arbitration provisions of this Agreement, Article 22.

## **Article 22 Arbitration**

### Section 22-1 Purpose.

The purpose of this Article is to provide for binding arbitration of unresolved grievances that have been processed through the negotiated grievance procedure. Arbitration may be invoked only by the EMPLOYER or the UNION.

### Section 22-2 Time Limits.

In order to be considered, a written request for arbitration must be received by the Labor Relations Officer or the UNION President, or their representative, within 30 calendar days from the date of decision at either Step 3 of Section 21-10, or Step 2 of Section 21-11 of Article 21. Within 7 calendar days from the date of the receipt of the arbitration request, the parties shall meet for the purpose of selecting an arbitrator. If agreement cannot be reached, either party may request the Federal Mediation and Conciliation Service to submit a list of 7 impartial persons qualified to act as arbitrators. The parties shall meet within 5 calendar days after receipt of this list to select an arbitrator from the list. If they cannot mutually agree to 1 of the listed arbitrators, the parties will alternately strike 1 arbitrator's name from the list of 7 until only one name remains. The remaining name shall be the duly selected arbitrator. The order in which the names will be struck will be decided by a coin toss, with the loser of the coin toss striking first.

### Section 22-3 Fees and Expenses.

All arbitrator's fees and expenses shall be borne equally by the EMPLOYER and the UNION. In the event arbitration hearings are held in facilities not under the administrative control of the EMPLOYER, the cost of such facilities shall be borne equally by the EMPLOYER and the UNION. The EMPLOYER and the UNION agree to share equally the expenses of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

Section 22-4 Content and Jurisdiction.

The arbitrator shall be informed jointly by the UNION and the EMPLOYER in writing as to precisely what is to be decided. The arbitrator's award will be subject to laws, Office of the Personnel Management regulations, and the provisions of 5 USC, Chapter 71. The arbitrator will not have the authority to add to, to subtract from, to disregard, or to modify any of the terms of this or any other Agreements made by the parties.

Section 22-5 Time and Place.

The arbitration hearings shall normally be held during the regular day shift hours of the basic workweek. Employees serving as UNION representatives, the aggrieved employee, and the employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

Section 22-6 Award and Decision.

The arbitrator will be requested to render a decision as quickly as possible. The arbitrator's award shall be binding on the parties. However, either party may file exception to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

**Article 23**  
**Labor-Management Committee**

Section 23-1 General Provisions.

The EMPLOYER and the UNION agree to establish a joint Labor-Management Committee which will be jointly chaired by the Labor Relations Officer and the local UNION President or designee. The Committee will meet as the need arises. The Committee will give consideration to such matters as the interpretation and application of this Agreement, regulations, rules, and policies; the prevention of conditions which may cause grievances; working conditions; the promotion of good employee-supervisor relationships; the strengthening of morale; and discussion of grievances over the interpretation or application of this Agreement filed by the EMPLOYER or the UNION.

Section 23-2 Recordkeeping.

The EMPLOYER will keep a record of the meetings, indicating dates, those in attendance, subjects discussed, and decisions reached unless the parties agree in advance that a formal record of the meetings is not necessary. Where records of meetings are determined necessary by either party, the EMPLOYER will prepare a summary record of such meetings and make a preliminary draft available to the UNION for review prior to final preparation. Should a dispute arise concerning the accuracy of the summary record, the final draft will not be prepared until a reasonable effort is made to resolve the issue. Where agreement as to accuracy is not reached, the UNION shall be afforded the right to include their contentions or position in the summary record prior to publishing. The final record will be signed by the joint chairpersons.

Section 23-3 Meeting Request.

Either party may request a meeting. Parties will normally submit a list of items to be discussed at least 5 workdays before the meeting. The Chairman will staff the Committee based on the topics to be discussed, and the number will normally not exceed a total of five on each side.

**Article 24**  
**Unfair Labor Practice Resolutions**

Section 24-1 General Provision.

The EMPLOYER and the UNION agree that unfair labor practice charges by either party will not be submitted to the Federal Labor Relations Authority until an attempt is made to resolve the issue at the local level.

Section 24-2 Meeting Request.

If either party feels that an unfair labor practice (ULP) (as defined in 5 USC 7116) has been committed, they may request a meeting of the Labor-Management Committee. The Committee will meet within 5 workdays of the request and attempt to resolve the issue.

Section 24-3 Validity of the Charge.

If the Labor-Management Committee is unable to resolve the issue to the mutual satisfaction of both parties, either party may submit the issue to the Center Director within 10 workdays after the Labor-Management Committee meeting. The Center Director will make a determination as to the validity of the ULP charge within 10 workdays after receiving the request for a determination.

Section 24-4 Filing of a Charge.

If either party is not satisfied with the resolution attempt at the local level, then either party may proceed with filing an ULP charge with the Federal Labor Relations Authority after notification is given to the other.

**Article 25**  
**Hazardous Weather Conditions**

Section 25-1.

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

Section 25-2.

If weather conditions justify curtailing activities during work hours, affected employees will be notified promptly by their respective supervisors.

Section 25-3.

If hazardous weather conditions or other emergency situations develop which result in a Center management decision to close the Center, dismiss employees early, or delay employee arrival, employees who do not participate in the Center's Telework Program will be excused without charge to leave. During a weather or safety event that results in Center closure, teleworks (situational or routine) will generally not be eligible for excused leave and will be expected to work at their alternate work site unless the weather/safety event could not be reasonably predicted (e.g. earthquake) or the teleworker is otherwise prevented from performing work (e.g. loss of power). Employees on pre-approved leave (paid or unpaid) will generally not be eligible for weather/safety excused leave. The Center will provide employees with information on the methods by which employees will be kept informed of the Center's status and what employees are to do in order to stay informed. Employees are expected to report to work at the time announced.

Section 25-4.

The EMPLOYER agrees to furnish adequate protective clothing (e.g., foul weather gear, rubber shoes, gloves, coveralls, and hats) for employees required to work in either adverse weather conditions or adverse working conditions created by such adverse weather or work environment.

**Article 26**  
**Training and Employee Utilization**

Section 26-1.

The EMPLOYER and the UNION agree that the training and development of employees are mutually beneficial. The UNION will have the right to make recommendations concerning existing and new Center programs and/or proposed changes thereto. The EMPLOYER will consider recommendations and implement any approved recommendations. The parties agree to meet at the request of either party for the purpose of discussing, suggesting, and making recommendations concerning the overall training program. The UNION will be furnished information concerning the availability to the employees in the Bargaining Units of existing training programs upon request.

Section 26-2.

When training is given exclusively to prepare an individual for promotion, or when special training is required for promotion, the recipient of such training shall be selected on a competitive basis in accordance with Article 15 (Merit Promotion Plan) of this Agreement.

Section 26-3.

When existing positions require new techniques or skills, the EMPLOYER will offer necessary training to those employees occupying the positions. Employees selected and trained for newly established positions will be selected under the provisions of the NASA Merit Promotion Plan if the new position has increased promotional potential.

#### Section 26-4.

Whenever technological changes cause abolishment of some jobs and establishment of others, the EMPLOYER agrees to utilize the abilities and skills of the displaced employees by training programs designed to qualify these employees for the other jobs to the maximum extent possible consistent with applicable regulations, funds, and workload. The EMPLOYER further agrees to bear the expense of this training to the extent permitted by applicable regulations.

#### Section 26-5.

It is agreed that employees may take job-related courses at nearby colleges, universities, or other educational institutions. The courses must provide training which is directly related to the performance of the employee's officially assigned duties. If the course is available after duty hours, the employee is expected to attend the course at that time.

#### Section 26-6.

If none of the local institutions offer the particular course after duty hours, the EMPLOYER may arrange for the employee to be changed to another standard shift within their organizational element. Permission to change shifts will be granted when the following conditions are met:

- A. Denial of the employee's request would seriously hamper opportunity to further education;
- B. There is a need for the employee on the shift requested;
- C. Completion of the course will equip the employee for more effective work in NASA;
- D. No additional costs will be incurred by the EMPLOYER; and
- E. No other employee will be adversely affected by the change. Whether or not a change of shifts will adversely affect an employee will be determined by the immediate supervisor after discussing the matter with the appropriate UNION representative.

#### Section 26-7.

If working another standard shift is not practical, the EMPLOYER may permit the employee to work a nonstandard shift of 8-1/2 continuous hours or a split shift and attend class during the day, provided the conditions in items a. through e. above are met. Employees who work a split shift must make up for the hours spent in class on the same workday.

#### Section 26-8.

If taking the course after duty hours or changing the employee's shift is not feasible options, the EMPLOYER may allow the employee to take the course during duty hours.

#### Section 26-9.

When there is a fee charged by an educational institution for the granting of credit for a course, the fee will be paid by the employee. If the employee wishes to receive a refund for the tuition paid for the course, he or she must submit a job-related refund application prior to taking the course. The application should be submitted to the human resources office through the employee's supervisor. If the refund application is disapproved, the employee

will be so notified within 2 weeks of the receipt of the refund application by the human resources office.

## **Article 27 Technician Training Program**

### Section 27-1.

The Article applies only to the Bargaining Units' technician trainees in the Technician Training Program.

### Section 27-2.

The objective of the EMPLOYER's Technician Training Program is to provide a supply of technicians who are prepared by on-the-job and classroom training to be potential leaders in those technical areas which have particular application to the research and development needs of NASA.

### Section 27-3.

To assure that the UNION is advised of significant changes in the content of the training program as it applies to the employees in the Bargaining Units, it is agreed that the UNION may designate an employee and an alternate to serve on the Advisory Committee on Technician Training. It is the responsibility of the EMPLOYER to notify the UNION representative of the meetings. It is the responsibility of the UNION representative to assure that he/she or the alternate attends the meetings.

### Section 27-4.

Rotational assignments may be used to assure that the trainee is exposed not only to routine jobs, but also to those that may require the development of new or improved techniques for accomplishing unique and unusual tasks.

### Section 27-5.

The EMPLOYER will evaluate the on-the-job performance of technician trainees on a semi-annual basis. Project Leaders or skilled technicians under whose direction the trainee has been working may assist the EMPLOYER in making such evaluations.

### Section 27-6.

The EMPLOYER will endeavor to assign Technician Trainees to a day shift, consistent with work requirements and skill needs, during the time they are attending related study classes.

### Section 27-7.

Technician Trainees shall be carried on the regular overtime distribution list and shall be afforded equal opportunity, consistent with their skills, to perform overtime work.

Section 27-8.

It is agreed that the appointment of Training Coordinators who are responsible for coordinating the training of the Engineering Technician Apprentices improves the operation of the Apprentice Program. The EMPLOYER agrees to periodically review the need for Training Coordinators and, upon request, to meet with the UNION to consider the UNION's views on the number of Training Coordinators needed in each Branch.

Section 27-9.

All related study material required by the EMPLOYER shall be furnished to Technician Trainees on a loan basis.

Section 27-10.

Related study classroom instruction for Technician Trainees will be provided by local educational institutions as well as the Langley Research Center in-house instructional capabilities at no cost to the Trainees. Necessary travel time to and from the Center will be allowed each way for classes held off the Center. Reasonable efforts will be made to use Government-furnished transportation to transport Technician Trainees to classes held off the Center. When it is impossible or impractical to use Government-furnished transportation and Technician Trainees use their privately owned vehicles, they will be reimbursed in accordance with applicable NASA Travel Regulations. Employees may be requested to, but shall not be required to transport others in their privately owned vehicles.

Section 27-11.

Subject to work requirements, related instruction shall be given during duty time to Technician Trainees who are brought into the program at the entrance level. Employees who are brought into the program at an advanced standing may be required to attend related study courses on their own time if the EMPLOYER determines that such courses are necessary.

Section 27-12.

The EMPLOYER agrees to furnish the UNION the names and organizational assignments of newly hired Technician Trainees.

**Article 28**  
**Parking**

Section 28-1.

The EMPLOYER agrees to provide adequately lighted parking areas as close as practicable to the assigned work areas of employees within the Bargaining Units. The EMPLOYER shall review any alleged inequities reported by the UNION in the utilization of available parking facilities and will also consider suggestions on the need for improved lighting of parking areas.

Section 28-2.

Normally, parking spaces are only reserved for employees at the level of the Director and official visitors, however, based on an individual or UNION request, exceptions to this policy may be made for safety and/or health reasons.

Section 28-3.

The EMPLOYER and the UNION agree that all employees will be encouraged to utilize car pools in order to minimize the number of parking spaces required and to reduce fuel consumption. It is further agreed that Government-furnished vehicles will be provided for on-base travel related to work assignments during working hours.

**Article 29**  
**Civic Responsibilities**

Section 29-1 Jury/Witness Duty.

Any employee summoned for jury duty or as witness in a judicial proceeding to which the Federal Government or a State or Local Government is a party, shall be carried on court leave for such duty and paid in accordance with current regulations. Employees who are subpoenaed for such duty shall promptly notify their supervisor in order that arrangements may be made for absence from scheduled duty.

Section 29-2 Excusal from Jury/Witness Duty.

It is agreed that when employees are excused from jury duty or witness service for 1 or more days or for that period of the day that would permit them to return to duty for 3 or more hours of normal workday without undue personal hardship, they shall do so, or that time will be charged to annual leave if due and accrued.

Section 29-3 Night Shift Employee on Jury/Witness Duty.

A night shift employee who performs jury duty service during the day will be granted court leave for the regularly scheduled night tour of duty and is to receive night differential. The provisions of Section 29-2 above also apply to night shift.

Section 29-4 Jury/Witness Documentation.

The employee will present to the EMPLOYER a statement from the Clerk of Court as to the days or hours spent on jury duty or as a witness, upon return to duty following his release from jury duty or witness service. An employee who serves on a jury or as a witness in a Federal court may not receive any fees. An employee who serves as a witness in a State or municipal court must collect all fees and allowances due. Under Virginia law, persons who serves as a juror in a State or municipal court in either a civil or criminal case are entitled to a flat rate (currently thirty dollars a day) for travel and other expenses. Therefore, employees are not required to remit such compensation to the EMPLOYER. Employees are to contact the Office of the Chief Financial Officer (OCFO) for a determination on the type of compensation which must be repaid to the Government.

#### Section 29-5 Voting.

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

#### Section 29-6 Charity Drives.

The EMPLOYER and the UNION mutually agree that the employees in the Bargaining Unit will be encouraged to participate in worthwhile charity drives approved by the EMPLOYER, and to enroll in the U.S. Savings Bond Plan. However, in no instance shall either party exercise undue pressure on any employee to contribute to a charity or enroll in the U.S. Savings Bond Plan. It is also agreed that no rights or privileges that otherwise may be extended to any employee in the Bargaining Units will be withheld, nor any reward given or reprisal made against any employee who participates or refrains from participating in any charity or Savings Bond drive.

#### Section 29-7 Consultation with the UNION.

The EMPLOYER agrees to consult with the UNION on the methods of soliciting contributions within the Bargaining Units sufficiently in advance of any fund drive to ensure consideration of the UNION's views.

#### Section 29-8 Blood Donors.

The EMPLOYER agrees that those employees who donate blood as part of American Red Cross organized blood drive at the Center or in emergencies as authorized by the Office of Occupational Health Services are to be excused from duty for up to 4 hours per donation. The 4-hour period includes the time spent at the blood drive, begins when the employee leaves his or her workstation, and is consecutive time off. If, for recuperative reasons, additional time is necessary, a Special Leave Request may be submitted to the human resources office. It is Center policy to encourage and support the participation of our employees in this worthwhile project; therefore, supervisors are to permit their employees the benefit of the full 4 hours if the employee desires to take it. It is understood that because of scheduling by the Office of Occupational Health Services, donors may not always receive the full 4 hours of excused absence. If management determines that the critical operations of some facilities will prevent an employee from donating blood on the day of the organized blood drive at Langley, arrangements will be made by the supervisor, through the Office of Occupational Health Services, for the employee to participate in another Peninsula blood drive with the same benefits and excused absence.

## **Article 30**

### **Temporary Duty Travel**

#### Section 30-1.

The EMPLOYER agrees that employees within the Bargaining Units shall not travel or be required to travel except under the conditions and procedures prescribed by this Agreement and appropriate regulations. Further, employees required to travel in the course of performing assigned duties shall be paid and shall receive per diem and travel allowances as provided by applicable regulations.

#### Section 30-2.

It is understood and agreed that employees may be required to perform temporary duty travel in order to accomplish the mission assigned to the EMPLOYER. When temporary duty travel is necessary, any accommodations and services furnished by the EMPLOYER will meet reasonable and adequate quality standards for convenience and safety. The comfort of the employee will be considered to the maximum degree consistent with applicable regulations.

#### Section 30-3.

It is understood that an employee in travel status is entitled to reasonable hours of rest. Every effort will be made to avoid requiring employees to perform travel during unreasonable hours at night if sleeping accommodations are not available. It is understood that need to accomplish the mission, availability of transportation, and other related factors will dictate the scheduling of travel. However, first consideration will be given to scheduling travel during the employee's normal duty hours. In this connection, when travel is required outside the employee's normal duty hours, consideration of personal comfort in respect to allowing reasonable hours of rest and adequate time for arrangement of accommodations shall be a determining factor. An employee will not be expected to use a carrier, the schedule of which requires boarding or leaving the carrier between 10:00 p.m. and 6:00 a.m., if there are more reasonable, earlier or later departures or arrival schedule times that will meet mission requirements. In this regard, employees who are required to perform official travel and who arrive at their residence after midnight, may request from their supervisor to use a reasonable length of accrued travel compensatory time before reporting for duty. When employees are scheduled and required to travel on days outside their basic workweek, they will be entitled to compensatory time off when permitted by law or appropriate regulations. However, employees who depart for temporary duty earlier than scheduled for their convenience will not be entitled to any adjustment in their salary or per diem.

#### Section 30-4.

Per diem allowances will not be subject to reduction solely on the basis of the availability of Government quarters. The per diem allowance will only be reduced when the employee is actually directed to use Government quarters. It is understood that the use of

Government quarters may occasionally be required, but willingness to utilize such quarters will not be the only factor in the selection of employees to go on travel.

Section 30-5.

For the purposes of this Agreement, travel assignments are defined as work assignments performed outside a 30-mile radius of Langley Research Center, Hampton, Virginia. Travel assignments shall be rotated among employees within organizational elements and field of specialization to the extent permitted by the character of the work to be performed, the skills required, knowledge of the particular assignment, and the availability of employees. Within an organizational element where travel assignments are rotated, an employee may volunteer to take the travel assignment of another employee subject to the approval of the supervisor. Volunteering for a travel assignment will not exempt the employee from a regular turn for travel when due. An employee selected for an assignment involving travel may request to be excused and such request will be favorably acted upon provided other qualified employees are available for assignment. When the employee's request is denied, the reasons for denial will be explained to the employee and UNION representative, if so desired.

Section 30-6.

Records of travel will be maintained by the EMPLOYER and records of travel assignment of employees within the Bargaining Units will be made available to the UNION upon request.

Section 30-7.

The EMPLOYER will make every effort to arrange reimbursement for travel allowances within a reasonable time after receipt of approved travel claims. Reimbursement vouchers may be personally created by the traveler or preparer. In the event of delay, affected employees will be advised, upon request, of reasons for delay. In circumstances where hardships exist, employees will, upon request, be assisted by the Travel Section in expediting the processing of travel claims. If advance travel allowances exceed the actual reimbursement amount, the traveler shall refund such excess promptly after notification of amount due. Should a traveler be unable to refund any such excess advance, the traveler may authorize the EMPLOYER to recover the excess amount by payroll deduction.

Section 30-8.

The use of a Government-furnished vehicle as the mode of transportation is not mandatory. In the cases of local travel, the EMPLOYER may authorize the use of a privately owned vehicle. For other than local travel, travelers may be authorized to use their privately owned vehicles as a matter of personal preference. Reimbursement in these cases will be in accordance with appropriate travel regulations.

Section 30-9.

It is mutually agreed that disputes or alleged inequities in connection with travel shall be resolved by consultation between the employee, the UNION representative, if desired, and appropriate management officials having cognizance over the travel.

Section 30-10.

Annual leave in connection with travel may be authorized in accordance with appropriate regulations.

**Article 31 Reduction in Force  
And Reorganization and Realignment**

Section 31-1 General Provisions.

It is mutually agreed that the UNION is entitled to advance notice of any reduction-in-force actions which will involve the separation, demotion, furlough, or displacement of any of the employees in the Bargaining Units. Therefore, the EMPLOYER agrees to notify the UNION when it has been determined that a reduction-in-force action affecting the employees in the Bargaining Units will be necessary. It is also agreed that the UNION shall be notified on the number of employees and competitive levels to be affected, the date the action is to be taken, and the reason for the reduction in force. It is agreed that the UNION will also be notified of job abolishments which will lead to reduction-in-force actions. The EMPLOYER also agrees to give the UNION advance notice of contracting out decisions which will cause the separation, demotion, furlough, or displacement of any of the employees in the Bargaining Units.

Section 31-2 Use of Vacancies.

In filling vacancies, the EMPLOYER will give special consideration to its present and former employees who have been adversely affected by reduction-in-force actions. All reductions in force will be carried out in compliance with laws and regulations in effect at the time of the reduction in force.

Section 31-3 Reemployment Priority List.

Any Career or Career Conditional employee who is separated by reduction-in-force action shall be placed on the Reemployment Priority List 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.

Section 31-4 Change to Lower Grade in Lieu of Separation.

In situations where an employee elects to take a demotion in lieu of separation in a reduction-in-force action, the employee must be qualified to perform the duties of the lesser rated position subject to exceptions provided in applicable regulations.

Section 31-5 Review of Retention Registers.

In the event a reduction in force is implemented, the employees affected and the UNION shall have the right to review retention registers relative to reduction-in-force actions affecting employees in the Bargaining Units. The retention registers and related records will be open to the employees and their representative to an extent sufficient to settle, as far as possible, all of their questions about reduction in force. The employee is entitled to

see not only the register and related records for his or her own competitive level, but also for levels in which there are employees who may displace him or her, and for levels into which such employee believes he or she may be entitled to displace.

Section 31-6 Outplacement Assistance.

In the event of a reduction in force, the EMPLOYER agrees to establish, in consultation with the UNION, an Outplacement Program designed to assist affected employees in obtaining other employment.

Section 31-7 RIF Training.

Training will be provided for those employees who will in any way be affected by any reduction in force actions at least 90 days in advance of such action.

Section 31-8 Reorganizations and Realignments.

Whenever management proposes employee reorganizations or realignments that: (1) require the directed reassignment of one or more bargaining unit employees outside the Hampton Roads commuting area; (2) transfer from the center or elimination of a function involving duties of one or more full time equivalent (FTE) employees in the bargaining unit; (3) the UNION will be notified in writing five working days in advance (or as soon as practicable after underlying decisions have been made), and will be given all information necessary to understand the organizational changes. The UNION will have the opportunity to fully negotiate over the impact and implementation of proposed changes upon all affected bargaining unit employees.

**Article 32  
Contracting Out**

Section 32-1 General Provisions.

It is agreed that the EMPLOYER has the right to make determinations with respect to the contracting out of work. It is also agreed that in making those determinations, the EMPLOYER is subject to certain restrictions imposed by laws and regulations having Government-wide application.

Section 32-2 UNION Notification.

The EMPLOYER will notify the UNION when contracting out decisions are made which will adversely affect employees in the Bargaining Units. It is agreed that the EMPLOYER will meet with the UNION for the purpose of considering the UNION's suggestions on appropriate arrangements for employees adversely affected by the EMPLOYER's contracting out decisions.

Section 32-3 Grievance of the Process.

While it is agreed that the EMPLOYER's determination to contract out work is not subject to the grievance procedure, it is also agreed that nothing in this Article precludes

the UNION from filing a grievance alleging that the EMPLOYER has violated laws or Government-wide regulations in the process of contracting out work.

Section 32-4. A-76 Competition.

All decisions concerning the competitive sourcing of the positions of bargaining unit employees shall be made in accordance with Federal law, OMB Circular A-76, and Office of Personnel Management regulations.

**Article 33**  
**Equal Opportunity Program**

Section 33-1 Policy.

Both parties to this Agreement subscribe to the principles of Equal Employment Opportunity. It is the policy of the EMPLOYER to promote and ensure equal opportunities for all qualified persons regardless of race, color, religion, sex, national origin, age, disabling condition or reprisal.

Section 33-2.

The EMPLOYER further agrees that no employee will be discriminated against because of age, lawful political affiliation, marital status, disability, genetic information, or membership in, or activity in behalf of the UNION.

Section 33-3 UNION Nominations.

The EMPLOYER agrees that the UNION will be permitted to nominate an employee to serve on various special emphasis program committees. It is further agreed that if the nominated employees are selected to serve in those capacities, they will be provided appropriate training when course opportunities become available. The EMPLOYER agrees that any employees so selected will not be harassed, intimidated, or suffer any reprisal for serving in those areas. The EMPLOYER agrees to keep members of Committees up to date on policy and regulation changes that affect the Equal Opportunity Program. It will be the responsibility of the EMPLOYER to assure that Committee members are notified of any meetings they are entitled to attend.

Section 33-4 Discrimination Complaints.

Employees who have complaints of discrimination because of race, color, religion, sex, national origin, age, disability, or reprisal under 29 CFR Part 1614 must discuss their problems with an Equal Opportunity Counselor, within 45 calendar days from the date of the cause of the complaint. All complainants within the Bargaining Units shall have the right to UNION representation or other representation of their choosing.

Section 33-5 Formal Complaint.

In the event the counselor and the complainant are unable to resolve the problem within 30 calendar days, the complainant or designated representative may submit a written complaint that has been signed by the complainant, in accordance with appropriate

regulations, or pursue the matter under the negotiated grievance procedures outlined in Section 21-10. Complaints may be pursued under appropriate EEO regulatory procedures or the negotiated grievance procedure, but not both.

Section 33-6.

In any case where a discrimination action or practice is found, corrective action will be taken to ensure that such practice is remedied and not repeated. Reprisal against a complainant, or a witness for a complainant, is prohibited.

Section 33-7.

Equal Opportunity Program Counselors will inform all potential complainants of their right to have any individual, including a UNION representative, to represent them during pre-complaint counseling and at every stage of the complaint proceedings. The UNION shall have the right to be present at all discussions and meetings between management officials and employees concerning adjustments of discrimination complaints. The UNION shall be informed of all proposed remedial or corrective action to be taken as a result of informal or formal resolution of a discrimination complaint.

Section 33-8.

It is agreed that Administrative Judges have the authority to allow the UNION to have an observer at discrimination complaint hearings. It is further agreed that if the UNION wishes to have an observer present at such hearings, it is the UNION's responsibility to attend.

Section 33-9.

The EMPLOYER and the UNION agree that the UNION has the right to be informed and to be present at the settlement of any Bargaining Unit employee's complaint and during the ADR or grievance settlement in order to protect the contract and to ensure fair and equitable treatment of the entire Bargaining Unit.

**Article 34**  
**Employee Suggestion Program**

Section 34-1 General Provisions.

It is agreed that all employees in the Bargaining Units be encouraged to participate in the Employee Suggestion Program. It is the desire of the EMPLOYER and the UNION that all suggestions be processed in a timely and expeditious manner. In this regard, it is agreed that every reasonable effort will be made to process suggestions in an expeditious manner. It is further agreed that an employee who encounters unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted suggestion should refer the matter to the immediate supervisor who, in turn, will make every effort to resolve the problem. If the processing of a suggestion is not completed, including any appropriate award, in a 90-day period, the EMPLOYER will, upon request, furnish the employee the reasons, in writing, for the delay.

Section 34-2 Prospective Suggestions.

It is agreed that employees will be encouraged to discuss prospective suggestions with their immediate supervisors. The EMPLOYER agrees that the immediate supervisors should aid and assist employees with suggestions without expecting or receiving credit as co-suggester. It is further agreed that ideas which do not fall within the definitions of a suggestion will be forwarded by the EMPLOYER to the responsible administrative official for consideration.

Section 34-3 Nonadoption.

If the suggestion is not adopted, the suggester will be notified by the EMPLOYER in writing, and given an explanation of the reasons for nonadoption. A disapproved suggestion may be reopened for further consideration if the suggester informs the Employee Suggestion Program Coordinator, in writing, of the reason for requesting reevaluation. In cases of requests for reevaluation, the complete file on the disapproved suggestion will be made available to the suggester and the UNION representative.

Section 34-4 Committee Membership.

The EMPLOYER agrees that the UNION will be permitted to suggest one member from the Bargaining Units to serve on the Employee Suggestion Committee. It will be the responsibility of the EMPLOYER to ensure that the UNION member is notified of all committee meetings. It will be the responsibility of the UNION to ensure that the UNION member or an alternate is present at each committee meeting.

Section 34-5 Employee Recognition.

The EMPLOYER agrees to recognize by either an honorary or monetary award, employees whose suggestions have been implemented and/or adopted by the Center as a direct result of the suggestion.

**Article 35  
Tools**

Section 35-1.

The Center agrees to furnish the tools necessary to accomplish the work to which employees are assigned.

Section 35-2.

Whenever employees need new or additional tools, they are to request such tools from their immediate supervisor.

## **Article 36**

### **Facilities and Bulletin Boards**

#### Section 36-1.

The EMPLOYER agrees to make available a suitable property in the West Area of the Langley Research Center which the UNION may use for an office. The EMPLOYER further agrees to furnish necessary utility connections and a telephone. In addition, the EMPLOYER agrees that the UNION will be permitted to use a Conference Room during nonduty hours. It is understood that arrangements must be made in advance for use of this room and that official LaRC functions will take precedence.

#### Section 36-2.

The EMPLOYER agrees to print in the Langley Research Center telephone directory under the heading, Labor Organization, the name and extension of the UNION President and the Chief Steward.

#### Section 36-3.

Upon concurrence of the Labor Relations Officer, articles submitted by the UNION which are of interest to employees in the Bargaining Units will be published in the EMPLOYER's electronic bulletin board service.

#### Section 36-4.

Correspondence among UNION representatives which is of mutual interest to the EMPLOYER and the UNION may be transmitted through the internal mail system of the EMPLOYER.

#### Section 36-5.

The EMPLOYER agrees to provide 35 bulletin boards for the exclusive use of the UNION. These bulletin boards will be glass enclosed with a lock, and the key will be in the custody of the appropriate UNION representative. The UNION may select the facilities in which to place the bulletin boards, but the exact location within the facility is to be determined by consultation between the Chief Steward and the appropriate facility coordinator. It shall be the responsibility of the UNION representatives to maintain these bulletin boards in a neat and orderly condition, and to assure that material displayed has been approved, if necessary, as provided in Section 36-6.

#### Section 36-6.

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

## **Article 37 Safety and Health**

### Section 37-1.

The EMPLOYER agrees to make every reasonable effort to provide and maintain safe working conditions. The UNION will cooperate in these efforts and encourage employees to work in a safe manner.

### Section 37-2.

The EMPLOYER agrees to establish a Labor-Management Safety and Health Advisory Committee (L-MSHAC). The Committee will meet on a quarterly basis and the agenda will consist of a safety management presentation of current safety efforts and/or concerns. The L-MSHAC may include NASA contractor representatives, however they are to be Ex-Officio capacity. At these quarterly meetings, the EMPLOYER will furnish the UNION information concerning lost-time accidents involving the employees in the Bargaining Units. Such information will be statistical data, and will not be information which could violate the employee's privacy. In addition to the prepared agenda, each meeting will conclude with a general discussion period where the attendees can present any issues, concerns, or questions relating to the Center's Safety and Health Programs.

### Section 37-3.

All of the employees in the Bargaining Units are encouraged to report unsafe practices, equipment, and conditions as well as environmental conditions in their immediate areas which may constitute industrial health and safety hazards. If an unsafe or unhealthy condition is observed, the employee should report it to the cognizant facility coordinator or supervisor. If those involved do not agree that a condition is unsafe or do not agree that the hazard has been sufficiently diminished, the matter shall be referred to the Safety Office for resolution. It is understood that an employee may decline to perform an assigned task only if the employee reasonably believes that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to correct the problem through established procedures.

### Section 37-4 Assignment Safety Consideration ("The Buddy Policy").

No employee shall be required to work on or about moving or operating machines or in areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment, and/or safety devices. Prior to assigning an employee to a solitary shift, the supervisor is to notify the Security Office of the employee's name, the dates he will be working alone, and the building number.

### Section 37-5 Use of Government Vehicles.

The EMPLOYER agrees that all vehicles furnished by LaRC that transport employees to and from their places of work shall be maintained in safe operating condition. Such vehicles shall have safe seating arrangements. The EMPLOYER further agrees that no

employee will be required to ride in a vehicle containing material and equipment which may be hazardous unless proper safeguards have been taken.

Section 37-6 Clinic.

The EMPLOYER agrees to maintain an industrial and environmental health program which includes emergency aid for employees who have become ill or are injured while at work. Questions concerning these programs should be discussed with the EMPLOYER's Occupational Health Officer.

Section 37-7 Protective Clothing.

The EMPLOYER agrees to furnish protective clothing and equipment necessary for the performance of assigned work. The UNION may recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the Safety Office, and such recommendations shall receive prompt attention.

Section 37-8 Employee Health Records.

The EMPLOYER agrees to maintain an employee's health records in accordance with appropriate regulations.

Section 37-9 Reporting Injuries.

It is agreed that all employees shall be encouraged to immediately report all on-the-job injuries. The EMPLOYER agrees to comply with current regulations and instructions concerning the reporting of on-the-job injuries and to provide medical services to employees. Time spent in the dispensary by employees during working hours as a result of job-connected injury or illness shall not be charged to leave.

Section 37-10 OWCP Information.

It is agreed that employees who are injured while on duty and who report the injury to the Center's dispensary will be given a copy of OWCP Pamphlet CA-11, and, upon request, shall be counseled on the provisions of the Federal Employees' Compensation Act.

Section 37-11 Eye Protection.

The EMPLOYER agrees to furnish eye protection (including prescription lenses) to employees required to work in areas or occupations deemed hazardous by the EMPLOYER, OSHA or state and federal regulations.

Section 37-12 On the Job Injuries.

In case of an on-the-job injury or sickness, an employee shall not be required to perform regularly scheduled duties until the EMPLOYER's health unit, Bureau of Employees' Compensation doctor, or the employee's personal physician determines that the employee is physically fit for duty. Employees may be temporarily assigned to another position if the injury is of a nature that incapacitates them for performing in their regular position. An employee sent home or to a hospital shall be furnished transportation by the EMPLOYER if the condition precludes travel by private or public transportation.

#### Section 37-13 Comfortable Work Area.

The EMPLOYER agrees to make every reasonable effort, consistent with the availability of funds, to make work areas comfortable. The EMPLOYER also agrees to discuss with the UNION the efforts made to make work areas comfortable.

#### Section 37-14 Employee Lockers.

The EMPLOYER agrees to furnish adequate locker space to any shop employee based on justification acceptable to the supervisor. Employees furnished locker spaces will be personally responsible for keeping them in a clean and orderly condition.

#### Section 37-15 Employee Showers.

Shower facilities determined necessary by the Safety Officer will be provided in those work areas containing hazardous chemicals or fluids.

#### Section 37-16 Center Safety Inspections.

When NASA Headquarters or other Federal safety inspectors conduct inspections of Center facilities, the UNION will be notified as soon as possible. The information relative to such inspections will be made available to the UNION at the Labor- Management Safety and Health Advisory Committee meetings. When safety inspections are conducted by the Center's Safety Office, the UNION will be notified of the time and place of such inspections. It will be the UNION's responsibility to notify the UNION representative in the area of the upcoming inspection. If the work schedule permits, the UNION representative will be given the opportunity to be present during the inspection.

#### Section 37-17 Safety Council Meetings.

When meetings of the Tidewater Federal Safety and Health Council concern subjects of mutual interest to the EMPLOYER and the UNION, the UNION will be allowed to recommend an employee to attend the meeting. Employees attending the Council meetings will be in a duty status, and will be allowed to travel, if space is available, in any Government vehicle used by other Center personnel attending the meeting.

#### Section 37-18 Accident Investigations.

When it is determined that an Accident Investigating Board is needed, the size and composition of the Board shall be determined by and tailored to the specific mishap involved. Competent executive and supervisory personnel and the best available specialist shall be chosen for the Board to cover management and technical areas involved, including UNION representation and nonprofessional workforce at the Center.

#### Section 37-19 Ergonomics.

NASA LaRC and the UNION agree that no employee in the Bargaining Unit is required to accomplish work that is ergonomically incorrect, or that would cause ergonomic or respective type injuries. It is further understood that any employee in the Bargaining Unit who believes he/she has symptoms of such injuries should report such possible injuries to the Clinic personnel as soon as possible in order to receive assessment and treatment, and also report such problems to their supervisors so that an Ergonomic Evaluation can be made and any problems with the work or the workstation can be remedied or

administrative controls may be applied in order to alleviate such problems as soon as possible.

## **Article 38**

### **Employee Assistance Program**

#### Section 38-1 Purpose.

The EMPLOYER and the UNION jointly recognize that employees' personal problems may affect their work situation. This applies whether the problem is one of physical illness, mental or emotional illness, alcohol or drug abuse, marital or family problems, financial difficulties, or other concerns. It is further recognized that many personal problems can be successfully dealt with and resolved provided assistance is offered and referral is made to an appropriate form of care. Therefore, the EMPLOYER agrees to maintain an Employee Assistance Program that will provide a practical and constructive mechanism for dealing with those personal problems which affect an employee's work situation.

#### Section 38-2 Publicity.

The EMPLOYER agrees to publicize the Employee Assistance Program to ensure that all employees are aware of and given the opportunity to participate in the Program. The EMPLOYER further agrees to publicize the names of the management officials who are the contact points for employees who wish advice and counseling on personal problems which affect their work situation. Voluntary self-referred employees or family members seeking assistance will be available to do so in complete anonymity except where disclosure is required by law. All records pertaining to the Employee Assistance Program will be treated with the high degree of confidentiality accorded to medical records. Employees who desire to use this counseling service during their duty hours may charge their time to a job order furnished by the EMPLOYER, normally not to exceed 2 hours for any one visit, and indicate the time away on the Time and Attendance report as duty status. Visits in excess of 2 hours will be charged to a leave status for the total time absent unless the Office of Occupational Health Services has determined that special circumstances warrant the granting of additional time. Employees who wish to use this service without the knowledge of their supervisor may charge their time to annual or sick leave.

#### Section 38-3 UNION Participation.

The EMPLOYER agrees to furnish the UNION an up-to-date copy of all NASA and center regulation and policy publications that pertain to the Employee Assistance Program. It is further agreed that the EMPLOYER will meet with the UNION to discuss any problem areas that the UNION perceives in the Employee Assistance Program. Any suggestions the UNION may wish to make pertaining to the Program will be promptly and fully considered by the appropriate management official.

Section 38-4 Employee Participation.

Employees participating in the Employee Assistance Program may do so without fear of penalty, reprisal, or coercion. The UNION may contact the Office of Occupational Health Services to arrange for appointments for employees they represent. This does not relieve employees of the responsibility of informing their supervisors of the need for an absence from the work shift.

**Article 39**  
**General Provisions**

Section 39-1 Bargaining Unit Information.

The EMPLOYER agrees to furnish the UNION upon request, but not more than once annually, a current listing of all employees in the Bargaining Units showing the employee's name, grade, NASA Code, and building number. Electronic access to NASA Headquarters policies and directives will be provided. In the event of computer outage or malfunction, hard copies will be provided upon request.

Section 39-2 Retirement Information.

The EMPLOYER agrees that any employee within the Bargaining Units who contemplates retirement in the immediate future shall be afforded retirement counseling to ensure that the interests of the employee are protected. Various retirement options for which the employee is eligible will be explained. Employees who contemplate retirement shall be referred by their supervisor to the human resources office for information and counseling.

Section 39-3 Official Personnel Folders.

It is agreed that Personnel Folders are for official use only. Employees may review their Official Personnel Folders, but may not review another employee's unless they have a need for access to the Official Personnel Folder in the performance of their officially assigned duties, or they have a written authorization from the employee granting them permission to review the Official Personnel Folder.

Section 39-4 Custodial Services.

Adequate supplies and custodial services shall be provided by the EMPLOYER to maintain clean and sanitary facilities.

Section 39-5 Job Interference.

It is agreed that the employees in the Bargaining Units adversely affected by non-Bargaining Unit personnel performing duties of the employees in the Bargaining Units may use the grievance procedure to process their dissatisfactions.

Section 39-6 Langley Exchange.

The EMPLOYER agrees that the Langley Exchange will continue to operate those activities which contribute to the efficiency, welfare, and morale of the Langley Research

Center personnel. The Exchange will operate under the requirements of all NASA and center regulation and policy publications. It is agreed that the UNION will be furnished a copy of the financial audit report. Upon specific written request to the Chairperson of the Exchange Council, the UNION will be allowed to have a representative attend the next Exchange Council meeting for the purpose of submitting comments and suggestions on Exchange Council operations.

## **Article 40 Child Development Center**

### Section 40-1 General Provisions.

The EMPLOYER agrees to operate a Child Development Center as one of the branches of the Langley Exchange. The center will follow applicable local, state, and Federal regulations.

### Section 40-2 UNION Representation.

The UNION may have a representative attend meetings of the Langley Child Development Advisory Board. The UNION will be responsible for notifying the EMPLOYER of the name of its representative so that the representative can be informed of Advisory Board meetings. Comments or recommendations concerning the Child Development Center may be brought up by the UNION representative at the Advisory Board meetings, or submitted in writing in advance to the Advisory Board for consideration for placement on the agenda for the meeting.

## **Article 41 Dues Allotment**

### Section 41-1 Eligibility.

Any employee who is assigned to the Bargaining Units for which the UNION holds recognition who is a member in good standing of the UNION may authorize an allotment of pay for the payment of dues provided:

- A. The employee has voluntarily completed Standard Form 1187 requesting such allotment of pay.
- B. The employee's salary for the payroll period concerned is sufficient to cover the dues after legal and required deductions have been made.
- C. The employee has not authorized any other current allotment for the payment of dues to an employee organization.

### Section 41-2 Authorization.

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

- A. The UNION will inform each of its members of the voluntary nature of the authorization for allotment of pay to cover dues and of the prescribed procedure

for authorizing the allotment, as well as the provisions and procedures for revocation of an authorization.

- B. The UNION will acquire and distribute to its members the prescribed authorization form (Standard Form 1187) and will receive completed forms from members.
- C. The President and the Secretary-Treasurer of the UNION are designated to process authorization forms by completing Section A thereof certifying the amount of dues to be withheld and that the employees are members in good standing of the UNION. Certified authorization forms will be submitted to the Office of the Chief Financial Officer (OCFO).
- D. The completed Standard Form 1187 must be received by the EMPLOYER's Office of the Chief Financial Officer (OCFO) no later than the close of business on the Friday preceding the beginning of the payroll period during which the UNION desires the deduction to become effective. The allotments will continue in effect until they are changed or terminated in accordance with the provisions of Section 41-3 and 41-4.

#### Section 41-3 Withholding.

Dues allotment deductions will be withheld from the regular bi-weekly payrolls unless otherwise specified. The amount to be withheld shall be the amount of the regular dues of the member, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the UNION, the President will notify the Office of the Chief Financial Officer (OCFO), in writing, of the rate and the desired effective date of the amended dues structure. The amended amount will be withheld effective the payroll period following receipt of the notice unless a later date is specified by the UNION. New authorization forms are not required. Only one such change may be made each 12 months.

#### Section 41-4 Termination of Allotment.

The EMPLOYER will terminate an allotment:

- A. When the UNION loses its exclusive recognition.
- B. When the employee is separated from Langley Research Center, is moved to a position not served by the same Office of the Chief Financial Officer (OCFO), or is transferred to a position outside the Bargaining Units for which the UNION holds recognition.
- C. Upon receipt of a notice from the President of the UNION that the employee is no longer a member in good standing.
- D. At the beginning of the first full pay period after September 1, provided a written revocation from the employee is received in the Office of the Chief Financial Officer (OCFO) prior to September 1 and the employee submitting the revocation has had an allotment in effect for 1 full year. If an allotment has not been in effect for 1 full year prior to September 1, the revocation shall be effective with the first full payroll period following 1 year after the allotment went into effect, provided the Office of the Chief Financial Officer (OCFO) has received the revocation prior to that date.

#### Section 41-5 Remittance of Dues Withheld.

Promptly after completion of each payroll period, the EMPLOYER will remit the amount due the UNION to the Secretary-Treasurer. Any delay in dues remittance that financial

management is aware of shall be promptly reported to the Secretary-Treasurer of the UNION. For each remittance, a statement will be furnished giving the following information:

- A. Identification of installation.
- B. Identification of Local.
- C. Names of members for whom deductions were made in alphabetical order, by organization code, and indicating the amount of each deduction.
- D. Names of members and their blocks and sections for whom deductions previously authorized were not made and reason for nondeduction.
- E. Total number of members for whom dues were withheld.
- F. Total amount withheld in this payroll period and amount of check.
- G. Names of members and their blocks and sections who are listed for the first time for a deduction shall be noted.

Section 41-6 Required Notices.

The UNION's President and the EMPLOYER will issue, respectively, the following written notices:

- A. The President will notify the Office of the Chief Financial Officer (OCFO) within 5 workdays when an employee with a current allotment authorization ceases to be a member in good standing.
- B. The President will send to the Office of the Chief Financial Officer (OCFO) within 5 workdays any written revocation of allotment received by the UNION.
- C. The President will notify the Office of the Chief Financial Officer (OCFO), if the amount of dues is changed.
- D. The President will notify the Office of the Chief Financial Officer (OCFO), of the manner in which the check is to be drawn and of the address of the current Secretary-Treasurer.
- E. The EMPLOYER will send a copy of each written revocation received to the Secretary-Treasurer of the UNION with the remittance report for the first payroll period after receipt of the revocation.

**Article 42**  
**Publicizing the Agreement**

Section 42-1 General Provisions.

As soon as possible after review and approval by the NASA Administrator, or his/her designee, and ratification by the UNION membership, the EMPLOYER will provide a copy of this Agreement to each of the employees in the Bargaining Units. The EMPLOYER will provide 100 additional copies to the UNION to enable the UNION to furnish a copy to each new bargaining unit employee.

Section 42-2 New Employee Orientation.

The UNION will be afforded the opportunity to address new employees in the bargaining units on the role of the UNION at LaRC upon the conclusion of their EOD in processing. Internal UNION business, such as solicitation of membership, will not be conducted at

this time. In addition, the EMPLOYER will furnish the UNION the names and organization addresses of co-op conversions into the bargaining units. The UNION may use the internal mailing system to furnish co-op conversions an information packet. This information packet may not contain membership application forms, dues authorization forms, or other literature soliciting membership.

### **Article 43** **Duration, Changes, and Effective Date**

#### Section 43-1.

This Agreement shall continue in full force and effect for 3 years from the date of approval in accordance with 5 USC, Chapter 71, and shall continue in effect from year to year thereafter unless amended, modified, or terminated in accordance with this Article.

#### Section 43-2.

Either party desiring to modify this Agreement shall give written notice and proposed modifications to the other party at least 60 days, but not more than 105 days, prior to the expiration date of this Agreement. Subsequent negotiations shall be confined to the proposed modifications. The Agreement shall remain in effect until the modifications are agreed upon by both parties, and approved by the Administrator, NASA, or his designee.

#### Section 43-3.

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

#### Section 43-4.

This Agreement may be reopened for amendment or change at any time by mutual agreement of the UNION and the EMPLOYER.

#### Section 43-5.

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

#### Section 43-6.

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



**SIGNATURE PAGE**