

# **AGREEMENT**

BETWEEN

THE NATIONAL AERONAUTICS AND SPACE  
ADMINISTRATION, LYNDON B. JOHNSON SPACE  
CENTER

AND

THE AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES (AFL-CIO)  
LOCAL 2284

OCTOBER 2000

## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE 1 RECOGNITION AND UNIT DESCRIPTION	2
ARTICLE 2 RESTRICTIONS OF LAW AND REGULATIONS	2
ARTICLE 3 RIGHTS OF EMPLOYEES	3
ARTICLE 4 RIGHTS OF PROFESSIONAL EMPLOYEES	4
ARTICLE 5 RIGHTS OF EMPLOYER	5
ARTICLE 6 UNION RIGHTS	6
ARTICLE 7 UNION OBLIGATIONS	7
ARTICLE 8 CONSULTATION	8
ARTICLE 9 UNION-MANAGEMENT MEETINGS	9
ARTICLE 10 UNION REPRESENTATION	9
ARTICLE 11 TRAINING FOR OFFICERS AND STEWARDS	12
ARTICLE 12 RECORDING THE USE OF OFFICIAL TIME FOR REPRESENTATIONAL FUNCTIONS	13
ARTICLE 13 TOURS OF DUTY	14
ARTICLE 14 OVERTIME AND HOLIDAYS	14
ARTICLE 15 LEAVE ADMINISTRATION	15
ARTICLE 16 PERSONNEL RECORDS	18
ARTICLE 17 REASSIGNMENT	19
ARTICLE 18 REORGANIZATION	19
ARTICLE 19 COMPETITIVE PLACEMENTS	19

ARTICLE 20	CAREER PROMOTIONS	20
ARTICLE 21	PERFORMANCE APPRAISALS	21
ARTICLE 22	POSITION CLASSIFICATION	22
ARTICLE 23	CAREER DEVELOPMENT, TRAINING, AND UPWARD MOBILITY	23
ARTICLE 24	AWARDS PROGRAM	25
ARTICLE 25	REDUCTION IN FORCE	25
ARTICLE 26	EMPLOYEE DEBTS	27
ARTICLE 27	DISCIPLINARY ACTIONS	27
ARTICLE 28	HEALTH AND SAFETY	28
ARTICLE 29	WORKING AREAS	29
ARTICLE 30	COMMUNICATIONS	30
ARTICLE 31	UNION OFFICE AND FACILITIES	30
ARTICLE 32	UNION HALL	31
ARTICLE 33	AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES UNION BENEFITS	32
ARTICLE 34	EXCHANGE COUNCIL	32
ARTICLE 35	EQUAL EMPLOYMENT OPPORTUNITY	32
ARTICLE 36	GRIEVANCE PROCEDURE	34
ARTICLE 37	PREARBITRATION REVIEW BOARD	36
ARTICLE 38	ARBITRATION	36
ARTICLE 39	VOLUNTARY ALLOTMENT OF UNION DUES	38
ARTICLE 40	DISTRIBUTION OF AGREEMENT	40
ARTICLE 41	DURATION, CHANGES, AND EFFECTIVE DATE OF THIS AGREEMENT	40

## PREAMBLE

The following Articles constitute an Agreement between the National Aeronautics and Space Administration (NASA), Lyndon B. Johnson Space Center (JSC), and the American Federation of Government Employees (AFGE), AFL-CIO, Local 2284. Hereafter the National Aeronautics and Space Administration, Lyndon B. Johnson Space Center will be referred to as the EMPLOYER; AFGE Local 2284 will be referred to as the UNION.

The UNION and the EMPLOYER recognize the beneficial effects of providing employees the opportunity to participate, through their own freely chosen labor organization, in the formulation and implementation of personnel policies and other matters affecting working conditions. As such, each bargaining unit employee of JSC has the right, freely and without fear for penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity.

The UNION and the EMPLOYER enter into this Agreement to advance the mission of NASA JSC and the well-being of employees of NASA JSC. This Agreement, together with any amendments or modifications agreed to, shall constitute the sole negotiated Agreement between the EMPLOYER and the UNION.

It is not the intent of this Agreement to provide a comprehensive treatment of all policies and procedures that relate to personnel issues at JSC. Employees are encouraged to refer to the JSC Personnel Handbook, located on the JSC Human Resources Homepage, for detailed personnel policies and procedures.

This Agreement is in accordance with the provisions of Title VII of Public Law 95-454, Federal Service Labor-Management Relations, and subject to all applicable laws, regulations, and other legal authorities that may be relevant.

## ARTICLE 1

### RECOGNITION AND UNIT DESCRIPTION

Section 1. The EMPLOYER recognizes the UNION as the exclusive bargaining agent for all employees in the units described in Section 2. The UNION recognizes its responsibilities for representing the interests of all employees within the units with respect to personnel policies, practices, and matters affecting working conditions, without regard to affiliation or nonaffiliation of the employees with any employee organization.

Section 2. Units to which this Agreement applies are as follows:

- a. All nonsupervisory Wage Grade employees
- b. All nonsupervisory, nonprofessional Classification Act employees located in Houston, Texas
- c. All nonsupervisory, professional Classification Act employees located in Houston, Texas

Section 3. The units described in Section 2 do not include the following personnel:

- a. Management officials
- b. Supervisors
- c. Employees engaged in Federal personnel work in other than a purely clerical capacity
- d. Temporary employees
- e. Confidential employees
- f. Employees engaged in security work which directly affects national security.

## ARTICLE 2

### RESTRICTIONS OF LAW AND REGULATIONS

It is agreed and understood by the EMPLOYER and the Union that, in the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including NASA policies and regulations in existence at the time the Agreement was approved, and by subsequently published NASA policies and regulations required by law or by the regulations of

appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

### ARTICLE 3

#### RIGHTS OF EMPLOYEES

Section 1. Employees have the right freely and without fear of penalty or reprisal, to join and assist the UNION or to refrain from such activity. The freedom of such employees shall be recognized as extending to participation in the management of the UNION and acting for the UNION in the capacity of a representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. This Section does not authorize participation in the management of the UNION, or acting as a UNION representative, when the participation or activity would result in a conflict or apparent conflict of interest or other-wise be incompatible with law or with the official duties of the employee. It is further agreed that no interference, restraint, coercion, or discrimination will be practiced by the EMPLOYER or the UNION to encourage or discourage membership in the labor organizations.

Section 2. Employees have the right to bring matters of personal concern to the attention of appropriate management officials or representatives in accordance with applicable laws, regulations or policies; and to choose their own representatives in an appeal action, except for a grievance processed under the grievance procedure in this Agreement. This right may be exercised without regard to UNION affiliations.

Section 3. Nothing in this Agreement shall require an employee to become or remain a member of the UNION, or to pay money to the UNION except pursuant to voluntary, written authorization by a member for payment of dues through payroll deductions.

Section 4. As a general rule, the EMPLOYER affirms the right of employees to conduct their private lives as they see fit, and to pursue their individual life styles. However, the EMPLOYER and the UNION agree that when employees are off the job they should act in accordance with applicable laws and regulations, and that conduct in conflict with such laws and regulations is an appropriate concern of the EMPLOYER.

Section 5. Neither management nor the UNION shall interfere with, restrain, or coerce any employee in the exercise of his or her rights as assured by Title VII of Public Law 95-454.

## ARTICLE 4

### RIGHTS OF PROFESSIONAL EMPLOYEES

Section 1. The EMPLOYER recognizes that professional employees have the right to publish papers in professional journals and appear before professional groups as individuals. The professional employee has the right to prepare a paper for publication with Agency approval required for policy statements. In general, statements concerning NASA policy are irrelevant in a technical paper, but if any such statement is included, management may edit or delete it. Review of the technical content of a paper will be through the normal Agency review process and that of the journal involved. Reviews will be conducted in a timely manner. No NASA personnel or editor responsible to NASA shall alter a paper after author's concurrence, on JSC Form 548, without appropriate explanation to the author.

Section 2. When an employee participates in the preparation of a technical paper or report to be published by the Agency, the employee has the right to be named as an author, coauthor, or project manager, as appropriate, or to withhold his or her name from authorship.

Section 3. The EMPLOYER acknowledges the value of employee attendance at professional meetings and agrees to follow Office of Personnel Management regulations at 5 CFR 410 in evaluating employees' requests for attendance at such meetings. Each professional will be authorized to attend, at the EMPLOYER'S expense, at least one (1) professional or scientific meeting per year when management deems it serves both the interest of the Agency and the employee. When an employee is a member of a committee of a professional or scientific society, and wishes to attend a meeting of that society to participate as a committee member, the EMPLOYER must respond to the employee's request within 14 days of receipt of the request, advising the employee of its decision. It is recognized that, if an employee is advised that he/she may attend a meeting, subsequent circumstances, such as lack of travel funds, unanticipated work requirements, etc., may have an impact on the decision. If it is later determined that a previously approved request must be denied, the EMPLOYER will advise the employee as soon as possible.

Section 4. Professional employees may accept honorariums or compensation from outside sources as long as there is no actual or potential conflict of interest or appearance of conflict of interest and the required administrative approval has been obtained.

Section 5. When an employee is required to join a professional association in connection with official duties, the EMPLOYER agrees to pay dues for the membership, which will be in the name of the EMPLOYER. The EMPLOYER also agrees to pay appropriate travel and per diem expenses of employees directed by management to attend meetings of professional or technical societies.

Section 6. It is recognized that continuing education is necessary for the maintenance of professional, technical, and scientific competency. Supervisors and employees are jointly responsible for identification of specific requirements for continuing education and for training required for proficiency in the job. Requests from employees for such training will be honored:

if management considers that the specific training is appropriate;

if it will not interfere with work assignments;

if funds for training expenses, including travel, are available; and

if the training complies with applicable regulations.

## ARTICLE 5

### RIGHTS OF EMPLOYER

Section 1. The management officials of the EMPLOYER retain the right to manage and direct activities of the Center in accordance with applicable laws and regulations.

This shall include, but not be limited to the following rights:

- a) to determine the mission, budget, organization, number of employees, and internal security practices of the Center;
- b) to hire, assign, direct, lay off and retain employees in the Center, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees;
- c) to assign work, to make determinations with respect to contracting out, and to determine the personnel to conduct Center operations;
- d) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source;
- e) to take whatever actions may be necessary to carry out the mission of the Center during emergencies;
- f) to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty; and

g) to determine the technology, methods, and means of performing work.

Section 2. 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 policies, practices and matters affecting working conditions, the EMPLOYER shall be governed by the obligations imposed by Title VII of Public Law 95-454 and the responsibilities outlined in this Agreement.

## ARTICLE 6

### UNION RIGHTS

Section 1. Representatives of the UNION shall be free of restraint, interference, coercion, or discrimination in exercising their rights to serve as representatives for the purpose of collective bargaining, handling grievances and appeals, furthering effective labor-management relationships, or acting in accordance with applicable regulations and this Agreement on behalf of an employee or group of employees within the bargaining unit(s).

Section 2. The parties agree that their representatives will strive to improve communications between employees and supervisors, and to promote efficiency and improve the morale of employees.

Section 3. The EMPLOYER agrees that it will advise the UNION before placing any UNION officer or steward on a special assignment and/or detail away from the area where the employee serves.

Section 4. The parties agree to continue any employee benefits, practices, and understandings mutually acknowledged by the parties and not specifically inconsistent with this Agreement, unless they are changed through consultation between the UNION and the EMPLOYER.

Section 5. No new regulations on matters affecting personnel policies, practices, or working conditions shall be adopted by the EMPLOYER without consultation in good faith with the UNION. No substantive changes shall be made in existing personnel policies, practices, or working conditions without consultation with the UNION, except as provided in Section 6 below.

Section 6. It is recognized that during the life of this Agreement changes in law, regulation of appropriate authority, or decisions of appropriate authorities may necessitate changes in personnel policies, practices, or other matters affecting working conditions. If the change leaves the EMPLOYER no discretion in the matter, the UNION will be informed of the change. When the laws or regulations leave administrative discretion to the

EMPLOYER in the implementation of the required changes, and when such matters are appropriate for consultation, the parties will consult using the procedures established in this Agreement.

Section 7. The EMPLOYER will provide the UNION a quarterly list (name and organization code) of new bargaining unit employees. An officer of the UNION will be given the opportunity to speak from a prepared text to new employees during the new employee orientation sessions, which normally occur at the beginning of each week. The contents of the UNION'S text, or any subsequent modifications thereto, will be mutually agreed to by the UNION and the EMPLOYER'S Labor-Management Relations Officer prior to the sessions.

## ARTICLE 7

### UNION OBLIGATIONS

Section 1. The UNION agrees to represent in good faith all bargaining unit employees with respect to all matters covered by this Agreement without discrimination and without regard to membership in the UNION.

Section 2. The UNION will not call or engage in a strike, work stoppage, or slowdown; it will not picket the Center in a labor-management dispute involving this UNION, and will take affirmative action to prevent or stop any such activity.

Section 3. In order to facilitate appropriate and timely resolution or action, the UNION, when reviewing or submitting complaints, grievances, appeals, or problems encountered, will make every reasonable effort to ascertain, document, and present the true facts relating to the situation.

Section 4. The UNION will support the EMPLOYER'S efforts to eliminate waste; conserve materials and supplies; uphold high standards of workmanship and safe practices; minimize absenteeism, tardiness, carelessness and any other conditions which adversely affect the mission or hamper efficiency; and encourage the submission of ideas that may result in improvements and cost reductions.

Section 5. The UNION will make every reasonable effort to assure that representatives and employees follow the provisions of this Agreement.

Section 6. Problems or complaints presented to Management by the UNION will be presented to the lowest level of Management having the authority to take corrective action. Reasonable efforts to resolve problems will be made at the Center level before the problems are elevated to NASA Headquarters or outside Agencies.

Consistent with the philosophy of resolving problems within the Center, the UNION agrees that all charges of Unfair Labor Practice (ULP) in which the UNION is involved, either as a principal or as a representative, will be submitted to the Labor-Management Relations Officer of the EMPLOYER at least 15-working days before such charges are filed outside the Center. The EMPLOYER and UNION agree to work together during the 15-day period to seek a solution to the charges.

Section 7. The UNION will furnish a current copy of its Constitution and By-Laws, and a statement of its objectives, to the Labor-Management Relations Officer of the EMPLOYER. Changes made in any of these documents will be provided to the Labor-Management Relations Officer.

## ARTICLE 8

### CONSULTATION

Section 1. It is agreed and understood that matters appropriate for consultation between the parties are personnel policies, practices and matters affecting working conditions that are within the discretion of the EMPLOYER.

Section 2. No obligation exists for the EMPLOYER to consult with the UNION with respect to the following matters:

the mission of the Center;

the Center budget;

the Center organization;

the numbers, types, and grades of positions or employees assigned to a work project or an organizational unit, or to a tour of duty;

the technology, methods, and means of performing the Center's work; or

the Center's internal security practices.

However, as specified in other Articles of this Agreement, the EMPLOYER agrees to inform the UNION when it is known that employees of the units will be adversely affected by actions of the EMPLOYER.

Section 3. It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other to advise and discuss in order to conscientiously seek mutually satisfactory solutions to appropriate matters not covered by this Agreement.

## ARTICLE 9

### UNION-MANAGEMENT MEETINGS

Section 1. Meetings will be held between representatives of the EMPLOYER and the UNION at a mutually agreed date and time. Such meetings will be held to discuss matters of general concern to employees in the units.

Section 2. Upon the request of the President of the Local, up to three meetings will be held each year between the President of the Local and the Center Director or his/her Deputy. The topic for meetings with the Director or Deputy Director will normally be of a general policy nature.

Section 3. One meeting per week may be held between the UNION and NASA employees to discuss matters that the UNION and the Labor-Management Relations Officer of the EMPLOYER mutually agree to be of benefit to both the UNION and the EMPLOYER. The meetings will normally be held in small groups in selected organizations.

## ARTICLE 10

### UNION REPRESENTATION

Section 1. The EMPLOYER agrees to recognize the elected officers of the UNION as designated in the UNION's Constitution and By-Laws.

Section 2. The EMPLOYER recognizes the right of the UNION to designate a reasonable number of stewards. It is agreed that one steward and one alternate may be designated for each division or comparable organization. To provide for the most effective operations and relationships between employees, stewards, and officials of the EMPLOYER, a steward's assignment normally will be the Division or comparable organization to which the steward is assigned by the EMPLOYER. This section does not preclude an employee from pursuing a matter without representation. Neither does it preclude an employee from selecting a UNION representative from another organization or another person of his choice in a particular matter, except that selection of a representative to assist in processing a grievance under the negotiated grievance procedure must be in accordance with Article 36 of this Agreement.

Section 3. The UNION will determine the method of steward selection. The UNION will provide the EMPLOYER a roster of the names of designated stewards which may be posted on all official bulletin boards by the EMPLOYER. Stewards designated by the

UNION are authorized to perform and discharge on official time the duties and responsibilities which may be properly assigned to them under the terms of this Agreement.

Section 4. The UNION will provide the EMPLOYER'S Labor-Management Relations Officer with a current listing of the names and UNION offices of its officers, the name and UNION assignments of stewards, and the names and assignments of committee chairpersons or other points of contact for specific matters. Changes to this listing will be furnished as soon as possible after they occur. Stewards must be employees of the Center.

Section 5. The parties recognize that an employee serving as steward or UNION representative is responsible for performing both his/her duties as a UNION official and his/her duties as an employee. They will conduct their UNION business in a manner to avoid unnecessary time away from their job.

Reasonable duty time will be permitted UNION representatives for activities such as:

- a. Advising employees of their rights and obligations under this Agreement.
- b. Counseling with employees regarding potential grievances, appeals of discrimination complaints.
- c. Preparing and presenting discrimination complaints, adverse action appeals or grievances under the negotiated grievance procedure when serving as the principal representative of an employee or group of employees.
- d. Attending meetings with supervisors and other management officials when mutually agreed to and scheduled.
- e. Preparing and/or typing UNION correspondence or other material in response to requests from officials of the EMPLOYER.
- f. Meeting with Government representatives from outside the Center, when requested and mutually agreed to and scheduled on site.
- g. UNION training as specified in Article 11 (charged as administrative leave).

It is agreed that questions regarding the use of official duty time for other situations may be referred to the EMPLOYER'S Labor-Management Relations Officer for decision. If the UNION disagrees with the decision, the UNION will have the right to seek resolution through the negotiated grievance procedure.

Section 6. The UNION shall be given the opportunity to be represented at any formal discussion between management and one or more employees or their representatives

concerning any grievance, or any personnel policies or practices, or other general condition of employment.

Officers, stewards, and other UNION representatives will arrange with their supervisors for time away from their official duties to carry out their UNION functions. If the supervisor believes that work-compelling circumstances preclude the representative from leaving at that time, he/she will fully explain this to the UNION representative. Likewise, if the supervisor of an employee being visited by a UNION representative determines that such visit would unduly interfere with the work, this will be explained to the UNION representative. If a supervisor believes that a UNION representative's UNION activities are unduly interfering with accomplishment of the representative's duty assignments, he/she may seek resolution through consultation with the UNION'S President and the EMPLOYER'S Labor-Management Relations Officer.

Section 7. National UNION representatives and other UNION staff members not employed by the Center may meet with Local UNION representatives to discuss appropriate matters and may participate in meetings between the Local UNION and Management at the Center. They shall be admitted to the Center for these purposes provided they are properly identified.

Section 8. Upon written request from the UNION, the EMPLOYER shall issue an appropriate badge and vehicle permit to the Houston area assigned National Representative of the UNION.

Section 9. It is agreed that a guideline of 4 hours per day will be used in granting duty time to the UNION President and Chief Steward for the conduct of authorized UNION activities. It is agreed that other UNION officers will be allowed reasonable duty time to conduct authorized UNION activities.

Section 10. UNION representatives and employees who are authorized time under this and other Articles of the Agreement for such activities as representational functions, training, and arbitration hearings are entitled to official time only for those hours during which the employees would otherwise be in a duty status. For those employees who are on irregular (first 40 hours) tours of duty, duty time will be granted for the hours that the employees would have been in a duty status on the day(s) involved.

## ARTICLE 11

### TRAINING FOR OFFICERS AND STEWARDS

Section 1. The UNION officers and stewards can be granted administrative leave to receive information, briefing, or orientation not sponsored by the EMPLOYER but which relates to matters of mutual concern and benefit to the EMPLOYER and the UNION.

Section 2. Requests for use of this administrative leave will be submitted to the EMPLOYER'S Labor-Management Relations Officer for consideration on a case-by-case basis. The UNION bears the responsibility for showing in what way the representative's participation in the meeting, seminar, or conference will have the required benefit for the EMPLOYER. Approval of administrative leave will be contingent on the EMPLOYER'S determination that the UNION representative can be spared from his/her official job assignment.

Section 3. UNION officers and stewards will be permitted to use the Primary Work Code (073361300) authorized for UNION business in connection with EMPLOYER-sponsored or co-sponsored labor-management relations training and labor-management agreement orientation classes involving joint training of supervisors and UNION officials subject to the provisions of Section 2 above.

## ARTICLE 12

### RECORDING THE USE OF OFFICIAL TIME FOR REPRESENTATIONAL FUNCTIONS

The UNION will be responsible for assuring that its representatives properly record the time used for authorized UNION representational functions conducted during duty hours. Such time will be charged to the appropriate primary work code as follows:

<u>Primary Work Codes</u>	<u>UNION Representational Functions</u>
073364300	<u>Basic, Renegotiation or Reopener Negotiations:</u> Official time spent in negotiation or renegotiation of the Agreement. This includes negotiations pursuant to a reopener clause as well as time spent with the Federal Mediation and Conciliation Service and the Federal Service Impasses Panel in connection with negotiations.
073363300	<u>Mid-term Negotiations:</u> Official time spent in negotiations, other than that covered by Primary Work Code 073364300.
073362300	<u>Grievances and Appeals:</u> Official time granted for representational functions in connection with grievances, arbitrations, adverse actions, EEO complaints, and other complaints and appellate processes.
073361300	<u>On-Going Labor Management Relationships:</u> Official time granted for all other authorized UNION representational functions, such as serving on committees, consultations and meetings with management officials, participation in safety and health inspections, participation in Federal Labor Relations Authority proceedings, labor relations training, attending formal discussions and Weingarten-type meetings, etc.

## ARTICLE 13

### TOURS OF DUTY

Section 1. A description of the tours of duty at the Johnson Space Center as well as the policies used to administer the tours of duty is contained in Part 6, Subpart 1 of the JSC Personnel Handbook which is hereby incorporated by reference into this Agreement. The EMPLOYER will assure that the JSC Handbook is available electronically to bargaining unit employees through the JSC Human Resources Homepage.

## ARTICLE 14

### OVERTIME AND HOLIDAYS

Section 1. The EMPLOYER agrees to avoid to the extent practicable, requiring an employee to travel on TDY without pay during nonduty time. Also, the EMPLOYER shall attempt to schedule activities which would preclude the necessity for an employee's travel on TDY prior to the beginning or after the end of the employee's regular workday. If an employee is required to travel on TDY without pay during nonduty hours, the supervisor will furnish the reasons for ordering travel at those hours to the employee upon request.

Section 2. The EMPLOYER reserves the right to assign overtime. When practical, overtime will be equally distributed among available employees of the organizational element in which the overtime is to be worked when employee job descriptions and qualifications are the same, except in those situations where the application of this principle will adversely affect the capability of the organizational element to carry out the work required by the EMPLOYER. An organizational element is defined as the smallest entity which includes all employees under the control of a supervisor having work assignment authority and capability of attempting to equalize assignment of overtime. No employee shall be removed from a job and another employee assigned merely for the purpose of attempting to equalize overtime. In the event that a dispute arises, the supervisor and steward will discuss the problem and make an effort to resolve the issue.

Section 3. In the assignment of overtime, the EMPLOYER agrees to provide the employee with advance notice. Any employee designated to work overtime on days outside his/her basic workweek normally will be notified no later than the start of the employee's scheduled lunch period on the last day of the basic workweek. When an employee is to perform work on a holiday, normally 2 workdays advance notice will be given to the employee.

Section 4. Individual employees will not be assigned to work overtime against their expressed desires so long as full requirements can be met by other employees in the organizational element willing to work, and so long as those willing to work are not allowed

to work an amount of overtime which diminishes their alertness to a degree that the required work cannot be satisfactorily performed and provided such assignments would not violate the safety policies of the EMPLOYER.

Section 5. An employee called back to the worksite for unscheduled overtime duty (unscheduled overtime is that which is scheduled less than one week from the day on which it is to be worked), whether on a workday or nonworkday, shall be compensated for a minimum of 2 hours regardless of whether the employee is required to work the entire 2 hours.

Section 6. If an employee is designated to work after the regularly scheduled tour of duty of the EMPLOYER, where there is concern expressed by the employee for his/her safety, the EMPLOYER will determine if it appears to be an Occupational Safety and Health Act safety violation.

## ARTICLE 15

### LEAVE ADMINISTRATION

#### Annual Leave - Policy and Procedure

Section 1. Annual leave may be taken by an employee when it is scheduled and approved by his or her supervisor. For leave of 5 days or less, the request need not be in writing except as authorized by Federal personnel regulations. It is the responsibility of the supervisor to consult with the employees, to ensure that leave may be scheduled fairly and equitably.

Work loads and annual leave will be scheduled by supervisors to allow each employee to take a vacation on any 2 consecutive weeks in a year, as long as it will not interfere with the work of the Agency. When an employee desires to take a vacation longer than 2 consecutive weeks, reasonable attempts will be made to satisfy those desires, consistent with the needs of the organization and equity to other employees.

If there is a conflict in scheduling annual leave among employees, preference will be given to the employee having the earliest Federal service computation date. Exceptions can be made in the event of determinable personal hardship.

A leave request (SF 71) that has been approved will not normally be changed by the EMPLOYER. If a change is made, the EMPLOYER will promptly advise the employee of the reasons for the change and will give due consideration to any personal hardships that may result from the change. Efforts will be made to accommodate employees who desire leave during holiday seasons and those who wish to attend funerals of family members. Supervisors will act promptly on requests for leave by employees.

Section 2. An emergency may require the absence of an employee. The employee may not presume that the use of annual leave will be approved in such a situation. The employee must contact his or her supervisor as soon as possible and request that the use of annual leave be approved; the supervisor will normally be contacted not later than the beginning of the work period for which such leave is desired.

#### Sick Leave - Policy and Procedure

Section 3. Sick leave shall be granted for scheduled medical, dental, or optical examinations or treatment. Sick leave for these purposes must be requested and approved in advance. Employees should schedule examinations and treatments to require the use of as little leave as possible.

Section 4. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties, provided that employees not reporting for work because of incapacitation for duty furnish notice to their supervisors as soon as possible, but not later than the beginning of the employee's work tour on the first day of absence, except when unforeseen circumstances prevent or delay such notification. An employee will not be required to call in on each day of absence if it is obvious that the nature of the employee's illness or injury will require multiple days of absence, and the employee has so notified the supervisor. It is the employee's responsibility, however, to keep the supervisor informed as to when a return to work can be expected.

Section 5. Failure to obtain the necessary approval or to give the notice required by Sections 2, 3, and 4 may result in the employee's absence being charged to absence without leave.

Section 6. The EMPLOYER agrees that a doctor's certificate will normally not be required for periods of absence for medical reasons of 3 consecutive workdays or less. The employee's signature on his/her time card will generally constitute the personal certification of the employee that he or she was incapacitated for duty. However, when the EMPLOYER has reason to believe that sick leave is being abused, the employee may be required to submit a doctor's certificate and other supporting medical documentation for any absence for medical reasons.

Normally, absences for medical reasons that are longer than 3 consecutive working days must be supported by a doctor's certificate and any other supporting medical documentation required by the EMPLOYER.

Section 7. Employees who, because of illness, are released from duty on advice of the EMPLOYER'S health officials shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty.

Section 8. The EMPLOYER may advance sick leave not to exceed 30 days in clearly established cases of serious disabilities or illness, and when:

- a. The employee has submitted an appropriate request to his/her supervisor. This request shall be accompanied by a supporting doctor's certificate and any other supporting medical documentation required by the EMPLOYER.
- b. The employee has exhausted all available sick leave or will have exhausted it during the period of incapacitation.
- c. There is a reasonable assurance that the employee will return to duty.

An advance of sick leave must be approved by the EMPLOYER'S Director of Human Resources.

Section 9 . When an employee becomes ill while on annual leave, the period of illness may be charged to sick leave, and the charge to annual leave reduced accordingly.

#### Use of Sick Leave to Care for Family Members

Section 10 Under regulations promulgated by the Office of Personnel Management, JSC permits the use of sick leave for employees to care for family members with a serious health condition. Consistent with these regulations, full-time employees may use up to 12 weeks of sick leave each year for this purpose provided that the employee maintains a minimum balance of 80 hours of sick leave. If the employee is unable to maintain a balance of 80 hours, then he/she is limited to using 40 hours for this purpose. Lesser amounts of sick leave are available under these regulations for part-time employees. The detailed process and procedures for approval are described in the JSC Personnel Manual which is available on the JSC Human Resources Homepage.

In addition, JSC, under the Family and Medical Leave Act (FMLA), permits up to 12 weeks of unpaid leave each year for an employee to care for a family member with a serious health condition. A detailed description of the process and procedures for approval of FMLA leave is available in the JSC Personnel Manual located on the JSC Human Resources Homepage.

#### Maternity Leave and Parental Leave

Section 11. The length of absence for maternity reasons (i.e., absence required for examinations and the period of incapacitation) will be determined by the employee, her physician, and her supervisor. Requests for parental leave (i.e., the time needed to care for a new-born or newly-adopted child) will be submitted to an employee's supervisor for action. If the request is approved, annual leave or leave without pay will be granted. Leave without pay in excess of 30 calendar days must be approved by the EMPLOYER'S Director of Human Resources.

### Charging of Leave

Section 12. Annual and sick leave will be charged in increments of one-half hour. Tardiness or other absences of brief duration (less than 1 hour) may be excused without charge to leave to accommodate unforeseen circumstances, to enable an employee to attend to pressing personal business, or for other reasons acceptable to the employee's supervisor. Normally such absences will be excused only on infrequent occasions and only to the extent that they total less than 1 hour during a week.

### Authorization of Leave

Section 13. Annual and sick leave, including emergency annual and sick leave, may be authorized by the immediate supervisor or an employee authorized to act in the absence of the immediate supervisor. There shall be at all times someone authorized to approve leave. Denial of leave by the supervisor may be appealed to the next higher ranking supervisor and the reasons for denial will be given to the employee upon request.

## ARTICLE 16

### PERSONNEL RECORDS

Section 1. The Official Personnel Folder prescribed by the Office of Personnel Management (OPM) is an official repository for records affecting an employee's status and service during his/her entire Government employment. The folder provides the basic source of factual data about the employee's employment history and this is used by the Human Resources Office in screening qualifications, determining status, computing length of service and other information needed in providing personnel services. In addition, folders may be reviewed by, or be used to furnish information to, supervisors, managers, and other officials whose duties require access to such folders. The check out record will be retained in the folder for a period of 3 years.

Section 2. It is agreed that, to the extent it is not contrary to OPM regulations, each employee, and/or designated representative who has been so authorized in writing by the employee, shall, upon request and as workload permits, be permitted to review or be provided a copy of any document appearing in his/her Official Personnel Folder. Requests for copies of documents shall not be made so often or in such quantity by any employee as to become unreasonable. It is understood that such review shall take place in the presence of a Human Resources Office representative having custody of the file.

## ARTICLE 17

## REASSIGNMENT

Section 1. When an employee is reassigned to a different position, the employee will be given a reasonable training period in which to become proficient. If he/she cannot reach satisfactory proficiency, consideration will be given to reassigning the employee to another position at the same grade level.

Section 2. The EMPLOYER agrees to notify an employee at least 3 days in advance of his/her reassignment to a new position. Any employee who feels a hardship will be caused by the reassignment may request and be granted a prompt meeting with his/her supervisor who will give fair consideration to the employee's concerns.

Section 3. The EMPLOYER agrees to make reasonable efforts to minimize the impact of the introduction of new equipment, processes, and workload changes including, where feasible, retraining of employees adversely affected.

## ARTICLE 18

### REORGANIZATION

Section 1. The EMPLOYER shall notify the UNION in advance of implementation of any major reorganization. For purposes of this Article, a major reorganization is any significant realignment of functions affecting two or more divisions. The EMPLOYER will meet with the UNION, upon request, to discuss any other reorganization at JSC.

Section 2. The EMPLOYER agrees, consistent with its right to direct the work force, to consider individual employee requests concerning the implementation of any reorganization.

## ARTICLE 19

### COMPETITIVE PLACEMENTS

Section 1. The provisions of Chapters 3 and 4 of NPG 3335.1D, Internal Placement of NASA Employees, are hereby incorporated by reference into this Agreement. The EMPLOYER agrees to comply with the provisions of Chapters 3 and 4, and all other provisions of this Article.

Section 2. The EMPLOYER agrees to post all announcements electronically on the JSC Human Resources Homepage at least 6 workdays prior to the closing date of the announcement.

Section 3. The UNION recognizes management's right to fill a position from any appropriate source, or to refrain from filling a position. In filling vacancies under the competitive provisions of Chapters 3 and 4 of NPG 3335.1D, management will give fair consideration to all bargaining unit applicants.

Section 4. Each nonselected candidate will be notified of the following information in writing ordinarily within 10 workdays of the date of the official personnel action:

- a. Whether he/she was found eligible on the basis of minimum standards.
- b. Whether his/her name was on the Certificate of Eligibles.
- c. The name of the person selected.

Upon request, the EMPLOYER will discuss with a nonselected candidate, in what areas, if any, he/she should improve, in order to increase his/her chances for future selection for advancement.

Section 5. An employee, or his/her representative designated in writing, who is aggrieved as a result of a competitive placement action should first discuss the matter with his/her human resources representative. He/she will be informed of the rating process and the reason(s) for his/her rating. If he/she is still dissatisfied because of (1) a finding that he/she does not meet the basic eligibility requirements or (2) an alleged error in the rating process, he/she may initiate a grievance under the negotiated grievance procedure (Article 36). The failure of an employee to be selected from among a group of properly ranked and certified candidates may not serve as the basis for a formal grievance or complaint.

## ARTICLE 20

### CAREER PROMOTIONS

Section 1. Career promotions are those which can be granted without using the competitive procedures of the NASA CPP. Career promotions include:

- a. A promotion without current competition when at an earlier stage an employee was selected from an OPM register or other appropriate source for a position with projected promotion potential.
- b. A promotion resulting from a position being reclassified at a higher grade because of additional duties and responsibilities.

Section 2. Career promotions will not involve discrimination based on race, color, religion, national origin, age, sex, nondisqualifying handicapping condition, marital status or political affiliation.

Section 3. Employees will be provided information, upon request, from their supervisor or human resources representative (HRR) concerning their prospects for promotion.

## ARTICLE 21

### PERFORMANCE APPRAISALS

Section 1. The policies and procedures used to appraise performance of bargaining unit employees are contained in the JSC Personnel Manual which is available on the JSC Human Resources Homepage, and are hereby incorporated by reference into this Agreement.

Section 2. Either the supervising official or the employee may initiate a discussion of job elements and/or performance requirements contained in the performance plan, at any time convenient to both, in order to reduce communications problems and encourage mutual understanding. At the employee's request, a written summary of a performance appraisal conference will be provided to the employee by the supervisor.

Section 3. Supervising officials will counsel and assist employees to improve performance that does not fully meet performance requirements. A within-grade increase must be denied and other remedial action must be taken when an employee's performance does not fully meet performance requirements for a critical job element(s). Remedial action may also be taken when an employee's performance does not fully meet performance requirements for noncritical job element(s). Counseling and a reasonable opportunity to improve must precede any formal adverse action. When an employee has been denied a within-grade increase, the supervising official will continually monitor the employee's performance to determine if the performance has improved sufficiently to grant the within-grade increase.

Section 4. Management will not establish unnecessary controls on ratings for employees covered by this performance management system. However, management will provide advice and guidance to rating officials designed to promote effective operation of the system.

Section 5. Employee performance will be a key factor in granting awards.

Section 6. If an employee disagrees with his/her overall rating, he/she may request reconsideration by the supervising and reviewing officials. At the employee's request, the

decision resulting from the reconsideration will be provided to the employee in writing. If an employee disagrees with the reconsideration decision, he/she may appeal the rating under the negotiated grievance procedure (Article 36). A grievance must be presented (under Step 2 of the grievance procedure) within 15-calendar days after receipt of the decision on the employee's request for reconsideration of the rating.

If a grievance is submitted to arbitration, the arbitrator may direct that the work product be properly evaluated by management and/or direct that management determine the appropriate rating based on management's evaluation of the work product. The arbitrator may not conduct an independent evaluation of an employee's performance and may not substitute his/her judgement for that of management as to what the employee's evaluation and rating should be.

Also the arbitrator may not in his/her award modify the job elements or performance requirements, or otherwise substitute his/her judgement for that of management in determining which job elements are critical job elements.

## ARTICLE 22

### POSITION CLASSIFICATION

Section 1. The EMPLOYER and the UNION agree that the principle of equal pay for substantially equal work will be applied to position classifications and actions.

Section 2. Each employee in the units will be provided with a description of his/her duties and responsibilities in the form of a position description. Position descriptions contain the principal duties, responsibilities, and supervisory relationships for the purpose of classification. The position description can also be used to identify training, qualification, and performance requirements of the position. Identical positions will be covered by the same position description.

Section 3. When the EMPLOYER intends to begin a classification survey of an organizational unit, the EMPLOYER will notify the organization's designated UNION steward before such survey is undertaken. In each organization to be surveyed, the HRR and the supervisor involved will meet with the UNION steward, if requested, to discuss the concerns of employees in the organization.

Section 4. A sample of positions will be desk audited as part of the EMPLOYER'S classification survey program. This sample will be based on the judgement of the supervisor and the HRR. Consideration will be given to conducting desk audits of positions as requested by employees or recommended by the organization UNION steward. Position descriptions will be reviewed periodically by the supervisor and HRR as part of the EMPLOYER'S classification survey program. Employees are encouraged to

make comments when revisions are proposed to their position descriptions. The supervisor and the HRR will consider comments furnished by employees and make appropriate revisions to descriptions before they are finalized. Upon request, an explanation will be provided to the employee if his/her comments are not reflected in the revised position description. Employees will be furnished a copy of their official position description following completion of a personnel action requiring a new or revised position description.

Section 5. The designated UNION steward of the organization shall be notified prior to the effective date when a reclassification action is to be taken which adversely affects the grade of an employee in one of the bargaining units, except for actions requested voluntarily by an employee or actions where an employee indicates he/she does not wish that a steward be notified. The EMPLOYER agrees to meet with the designated UNION representative upon request to discuss the action prior to the proposed effective date of the reclassification. The UNION representative will request the meeting within 3 work days of being notified of the proposed reclassification. The employee will be informed of his/her right of appeal as well as the right to be represented in the appeal.

Section 6. Should any employee find inaccuracies in his/her position description or be dissatisfied with the classification, the employee has the right to discuss this matter with the supervisor. The employee may also discuss the matter with a human resources specialist in the Human Resources Office. At the employee's request, he/she may be accompanied by his/her steward during this discussion. Following this discussion, if the employee remains dissatisfied with the classification (i.e., title, series, or grade) of his/her position, he/she will be advised of his/her classification appeal rights. If a special desk audit of the employee's position is conducted, he/she will, upon written request, be furnished a copy of the evaluation statement used to support the classification of the position.

Section 7. Only under unusual circumstances will management take action to delete from an employee's duty assignment, once he/she has filed a classification appeal or requested a desk audit, until a decision has been rendered on the audit or appeal.

Section 8. When a classification appeal has been decided within NASA or by OPM, the EMPLOYER will correct any inaccurate classification discovered during the appeal proceedings. Such corrective action may include promotion, reassignment, demotion, or adjustment of duties. Further, the employee will be furnished a copy of his/her official position description following completion of the official action.

## ARTICLE 23

### CAREER DEVELOPMENT, TRAINING, AND UPWARD MOBILITY

Section 1. Opportunities for training, career development and upward mobility will be provided employees for their current positions and positions to which they can reasonably aspire based on considerations by the EMPLOYER of such matters as furthering career objectives of employees, the interests of employees, abilities of employees to perform current assignments effectively, need for training, workload requirement, budgetary constraints, skills needed because of job displacement, and prior efforts for self development.

Section 2. The EMPLOYER and the UNION recognize that each employee is responsible for applying reasonable effort, time, and initiative in increasing his/her potential through self development and training. The EMPLOYER and the UNION agree to encourage employees to take advantage of opportunities for training and education that will add to skills and qualifications needed to increase their efficiency in the performance of their duties and those needed for advancement.

Section 3. Employees may make known to their supervisors their individual career development goals and seek counseling from the supervisors and/or the Human Resources Office in attaining their goals. The EMPLOYER agrees to provide assistance as appropriate. A training plan may be developed by the employee and supervisor at the time of the performance evaluation. The Human Resources Office will be responsible for providing counseling, scheduling training and assisting supervisors and employees in the development of individual training plans, upon request, and providing easy access to lists and catalogues on educational resources for employees and supervisors.

The EMPLOYER also agrees to provide employees, upon request, with career path information to make them aware of their long-range career opportunities and to provide information relative to Center policies regarding time-in-grade criteria and career ladder promotions through journeyman level, as applicable. This information may be provided through consultation with the employee's HRR.

Section 4. The EMPLOYER agrees to consider the UNION'S recommendations concerning training and development whenever they are presented and will respond in a timely manner. If a particular issue requires it and it is mutually agreed, a formal meeting will be scheduled to deal with the issue.

Section 5. The EMPLOYER will pay tuition and related fees for all approved training courses. When appropriate, employees will be accorded official time off to attend training.

Section 6. The EMPLOYER will conduct periodic surveys to determine needs for training. Views offered by the UNION will be considered in the development of future training offerings. The EMPLOYER also agrees to provide training information and course listings through the JSC Human Resources Homepage.

## ARTICLE 24

### AWARDS PROGRAM

Section 1. The EMPLOYER agrees to meet with the UNION, upon request, to discuss implementation of the Center's performance awards program.

Section 2. The designated UNION Stewards or UNION President may discuss the operation of the awards program in their organizations with the appropriate management officials of the organization.

Section 3. The EMPLOYER agrees to provide the UNION, once quarterly, a full listing of personnel who have received performance awards and the dates of these awards. The EMPLOYER will also provide the UNION, upon request, with the name of the nominating official for a particular award.

Section 4. The written justification statement supporting JSC-granted awards will be made available to the UNION upon request and determination that the UNION has obtained the employee's written consent for access to the statement.

## ARTICLE 25

### REDUCTION IN FORCE

Section 1. The EMPLOYER agrees to notify the UNION in advance of reduction-in-force (RIF) plans at which time the UNION may make its views and recommendations known concerning the implementation of such plans. The EMPLOYER shall provide the UNION with a current copy of the Center's Resources Warrant Authority as well as a copy of a summary briefing chart which will indicate the tentative RIF plan. Prior to any official Center announcement to employees concerning a RIF, the EMPLOYER will notify the UNION of the announcement. Upon request, the EMPLOYER will conduct an orientation session for UNION officials on RIF procedures and answer questions regarding these procedures.

Section 2. To minimize adverse effects upon employees, the EMPLOYER will consider accomplishing any necessary reductions in the workforce through attrition. However, both the EMPLOYER and the UNION recognize that reduction through attrition may not always be feasible because of constraints imposed by higher authority or skills imbalances which may result from such action.

Section 3. In the event of a RIF, any vacancies in continuing positions will be considered for placement of employees who otherwise would be separated from the service. All RIFs will be carried out in strict compliance with applicable laws and OPM regulations.

Section 4. The EMPLOYER will provide information to assist employees to understand the reduction and why they are being affected. The EMPLOYER shall:

- a. Inform employees of plans or requirements for a RIF.
- b. Conduct special counseling sessions to advise employees on matters of concern to them such as the regulations governing RIF actions, why they are being affected, grade and pay retention, severance pay, disposition of leave, positions being offered, if any, retirement eligibility and benefits, and appeal rights.
- c. Provide guidance to employees who are eligible and desire to register under the OPM's Displaced Employee Program and/or the Agency's Outplacement Program.
- d. Give employees reasonable assistance in obtaining other employment.

Section 5. If an employee is to be separated or assigned to a lower grade level, he/she and his/her representative, if any, shall have the right to review all records which pertain to the action. This includes the retention registers for positions for which he/she believes he/she is qualified and which are above the grade level offered. If separation is to occur, this includes all positions equal to or below the grade level of the current position.

Section 6. Any career or career-conditional employee who is separated because of a RIF will be placed on the reemployment priority list, and such employees will be given preference for rehiring in positions for which qualified and available in accordance with applicable rules and regulations.

Section 7. The UNION and management jointly have a special interest in the timely repromotion of individuals who have been reduced in grade through no fault of their own. Therefore, an employee demoted in a RIF in NASA or who is in a grade-retention status because of a NASA RIF will be given special consideration for repromotion or reassignment to a vacancy, in accordance with the provisions of the NASA CPP. Such consideration will be afforded the employee prior to use of the competitive procedures of the plan. If the employee subsequently applies for the position and is certified to the selecting official as among the best available candidates, the employee will be interviewed by the selecting official. If the employee is not selected from the list of certified candidates, he/she will upon request be furnished, either by interview or in writing, the reasons for nonselection. The written reasons will be retained in the competitive placement record.

## ARTICLE 26

### EMPLOYEE DEBTS

The indebtedness of employees is considered to be essentially a matter of their own concern. Therefore, except as required by law or regulations of appropriate authorities, the EMPLOYER will not act as a collection agent or determine the validity or amount of contested debts allegedly due by an employee to any private individual or firm. However, employees are expected to honor debts which they acknowledge to be valid or which have been reduced to final judgement by a court, or to make and adhere to satisfactory arrangements for the settlement of debts. The EMPLOYER and the UNION will encourage employees to meet their just financial obligations in a manner which does not reflect adversely on the EMPLOYER. The EMPLOYER may question and counsel an employee about indebtedness complaints and may take appropriate disciplinary action when an employee fails to meet his/her just financial obligations. In this respect, the EMPLOYER agrees that the employee will be given due consideration in regard to extenuating and unusual circumstances.

## ARTICLE 27

### DISCIPLINARY ACTIONS

Section 1. Normally, the results of a civil action pertaining to an employee will not be a matter of concern of the EMPLOYER unless the EMPLOYER must respond to an inquiry concerning the action or the matter involved is of such a nature that it appropriately may be regulated by the EMPLOYER in accordance with applicable laws and regulations.

Section 2. If an employee suspected of a criminal or other offense is to be questioned or asked to provide a written or sworn statement by the EMPLOYER'S Security Office, the employee shall be apprised of the area of concern and shall be given a reasonable amount of time to seek representation before proceeding with the inquiry.

Section 3. In the event that an employee in a bargaining unit is to be questioned by a representative of the EMPLOYER, and the employee reasonably believes that the questioning may result in disciplinary action against him/her, the employee may request to be represented by a UNION representative during the questioning. After such a request, if the representative of the EMPLOYER determines that he/she still desires to question the employee, a reasonable amount of time will be provided for the employee to obtain a representative, unless an emergency exists which precludes granting time to obtain a representative. Employees will be informed annually of their right to such representation in either a JSC Announcement or on the JSC Human Resources Homepage.

Section 4. In any situation where an employee elects to be represented, identification of the representative will be reduced to writing by the employee on JSC Form 1344, "Designation of Representative," and provided to the official of the EMPLOYER involved in the action. Copies of all correspondence to the employee concerning the matter on which he/she is being represented will be furnished to the designated representative with the employee's written consent.

Section 5. Disciplinary and adverse actions will be taken only for just and sufficient cause and will be in accordance with OPM and Agency regulations.

Section 6. The EMPLOYER and the UNION agree that their officials and representatives will cooperate in any official investigation or hearing. Further, both parties agree to encourage employees to similarly cooperate in such matters in order to bring forth all pertinent facts. Any employee who makes a false statement or willfully interferes with the conduct of an investigation or hearing shall be subject to appropriate disciplinary action.

## ARTICLE 28

### HEALTH AND SAFETY

Section 1. It is the policy of the EMPLOYER to furnish employees with places and conditions of employment that are free from recognized hazards that might cause death or serious physical harm, and to comply with the applicable rules and regulations of the Occupational Health and Safety Administration (OSHA). Detailed safety procedures are contained in the JSC Safety and Health Handbook (JHB 1700.1) which is available on the JSC Homepage.

Section 2. The EMPLOYER will provide an Occupational Medicine Program as defined in NPD 1810.2; with an annual health maintenance examination provided for all employees for their voluntary participation, diagnosis and initial treatment of injury or illness which becomes necessary during work hours, immunization as determined necessary by the EMPLOYER'S medical director, transportation by the most expeditious means to a properly equipped facility for an emergency requiring facilities and specialties not provided on site, and an appropriate fitness program.

Section 3. The EMPLOYER will maintain a system of safety and health committees as described in Chapter 114 of JHB 1700.1.

Section 4. At JSC, safety is everyone's responsibility. An employee who sees what appears to be a hazard should, if safe and appropriate, correct the hazard then inform their supervisor. If the employee cannot correct the hazard, the he/she should report it to their supervisor or facility manager or follow the hazard reporting procedures outlined in Chapter

105 of JHB 1700.1. The EMPLOYER is responsible for investigating and appropriately correcting reported hazards.

Section 5. The UNION may bring safety and health concerns to the attention of the EMPLOYER'S Labor-Management Relations Officer and the EMPLOYER. Also, upon request the Labor-Management Relations Officer will arrange for appropriate consultations between designated UNION representatives and a Safety or Health Officer of the EMPLOYER. The EMPLOYER will provide the UNION with a report as to the action taken or reason for no action. The UNION agrees to notify the EMPLOYER 15-working days prior to requesting an OSHA inspection regarding any safety or health concerns in order that the EMPLOYER will have an adequate opportunity to correct any unsafe or hazardous working condition.

Section 6. The UNION shall have the right to designate a Safety and Health Steward who shall serve as a key spokesperson for the UNION in matters concerning the safety and health of bargaining unit employees.

Section 7. UNION representatives shall be permitted to attend meetings of Safety and Health Committees at the Directorate or Division levels at JSC.

Section 8. The UNION may review and copy reports generated by the EMPLOYER concerning safety and health, except those documents which contain information subject to the Privacy Act or which are otherwise not releasable under the Freedom of Information Act.

## ARTICLE 29

### WORKING AREAS

Section 1. The EMPLOYER shall provide properly lighted, heated, and air-conditioned working areas for all employees, consistent with national efforts to conserve energy.

Section 2. Each employee will be furnished adequate working space, and efforts will be made to avoid crowded and unhealthful conditions.

Section 3. Supervisors shall be officed in private offices and shall not be officed in the same room with subordinates, except when necessary because of special operational requirements or other compelling circumstances. This provision is not intended to require modification of existing facilities, but will be a factor for consideration in future relocations. It is intended that each supervisor not officed in a private office will have access to a private location for use in counseling employees.

Section 4. Management shall make an effort to protect employees against thefts of personal property at the work place.

## ARTICLE 30

### COMMUNICATIONS

Section 1. The UNION shall be allowed to use space on unofficial bulletin boards not to exceed approximately one-fourth the total size of the boards. Notices concerning UNION recreational and social activities, results of UNION elections, names and assignments of UNION stewards, UNION meetings, and similar announcements pertaining to other UNION matters may be posted to the bulletin boards. Other information, as may be appropriate, may be posted to bulletin boards or lobby easels upon mutual agreement of the UNION and the EMPLOYER'S Labor-Management Relations Officer. Preparation and posting of material will be accomplished by the UNION during nonduty hours of the UNION representatives involved. All costs incident to preparation and posting of material will be borne by the UNION. If any material is posted other than as provided for in this Agreement, the UNION will be notified and will be responsible for removing the material.

Section 2. The UNION shall be permitted use of the EMPLOYER'S internal mail distribution system to distribute material, provided there is mutual agreement between the UNION and the EMPLOYER'S Labor-Management Relations Officer that such material is appropriate for distribution through the internal mail system.

## ARTICLE 31

### UNION OFFICE AND FACILITIES

Section 1. The EMPLOYER agrees to furnish the UNION with office space and suitable furniture for the exclusive use of the UNION. The office will be approximately 14 feet by 24 feet in size.

Section 2. The EMPLOYER agrees to furnish the UNION with two telephone lines and two instruments, installed in the UNION office. These instruments will be for the use of the UNION, on a nonreimbursable basis for local calls. The UNION will reimburse the EMPLOYER on a quarterly basis for the cost of any Federal Telecommunications Systems (FTS) calls.

Section 3. The EMPLOYER agrees to furnish the UNION a workable electric typewriter.

Section 4. The EMPLOYER agrees to furnish the UNION an IBM-compatible personal computer, keyboard, and printer.

Section 5. The EMPLOYER agrees to distribute the UNION newsletter, the AFGE News, to employees located in Houston, provided the newsletter is sorted and addressed to section level and delivered in this manner to the EMPLOYER'S mail room. In this connection, the EMPLOYER agrees to furnish the UNION, upon request, a listing of organizational codes and the number of personnel assigned to organizational codes. The listing will not normally be provided more frequently than once each quarter. The EMPLOYER'S mail distribution system is not available for bulk distribution of other UNION material, except as otherwise provided for in this Agreement.

Section 6. The EMPLOYER agrees to provide the UNION with a copy of JSC and NASA-wide personnel regulations and policy statements and JSC announcements pertaining to personnel of the bargaining units.

Section 7. The UNION will be assigned a mail stop, "AFGE," which will be in the office of the UNION at JSC. The floor and lobby directory of the building housing the UNION office will list the office location.

Section 8. The EMPLOYER agrees to furnish the UNION upon request, but not more frequently than once a month, the data contained in the Alpha report and the personnel register for bargaining unit employees. In addition, the EMPLOYER will provide the UNION, upon request but not more frequently than monthly, data which is releasable under the Freedom of Information Act for JSC employees who are not in the bargaining unit.

Section 9. The UNION may use existing reproduction facilities for quick copy service, not to exceed eight copies of any particular document.

Section 10. The UNION agrees to maintain equipment and furniture made available by the EMPLOYER in a satisfactory condition.

Section 11. The JSC telephone directory shall carry two listings for the UNION. The UNION office location, mail code, and telephone number shall be listed in the alphabetical section as "AFGE, Local 2284." Under the classified section, the UNION office location and telephone number shall be shown under the heading: "Union, AFGE Local 2284."

## ARTICLE 32

### UNION HALL

The EMPLOYER shall make the auditorium in Building 30 or the Gilruth Recreation Center available once a month, on the second Thursday of the month, from 5 to 7 p.m. to the UNION. The EMPLOYER shall consider, based on a specific request, making the auditorium in Building 2 available to the UNION providing no previous commitments have

been made for use of the auditorium. Each request will be submitted in writing to the EMPLOYER'S Labor-Management Relations Officer indicating the basis for requesting use of the Building 2 auditorium. The UNION will be responsible for assuring that use of Center facilities will be in accordance with established policy.

### ARTICLE 33

#### AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES UNION BENEFITS

Section 1. For information regarding union benefits available to AFGE members, employees should contact the AFGE union office.

### ARTICLE 34

#### EXCHANGE COUNCIL

Section 1. The EMPLOYER will provide an Exchange Council which will be responsible for providing wholesome food at reasonable cost and vending machines at convenient locations. Copies of the minutes of the monthly Council meetings will be furnished to the UNION. A meeting with the chairperson of the Council will be arranged to discuss the provisions of the minutes, if requested by the UNION. The UNION may meet in person with the Council to present its viewpoints concerning the activities of the Council.

Section 2. The EMPLOYER will conduct regular audits of all nonappropriated fund activities. The audit reports will be made available to the UNION upon request.

### ARTICLE 35

#### EQUAL EMPLOYMENT OPPORTUNITY

##### Employer Responsibilities

Section 1. The EMPLOYER subscribes to the concepts of Equal Opportunity and Affirmative Action. There shall be no discrimination against any employee or group of

employees because of race, religion, color, national origin, sex, marital status, age, politics, nondisqualifying handicap, or union affiliation.

It is also the policy of the EMPLOYER that sexual harassment is unacceptable in the workplace and will not be tolerated.

Managers and supervisors will be informed of these policies.

It is the policy of the EMPLOYER to provide the resources and staff for effective implementation and administration of a results-oriented Equal Opportunity Program. The Equal Opportunity Program of the Center will ensure that policy and personnel actions are not only free from discrimination but also oriented affirmatively toward equality of opportunity.

### Union Responsibilities

Section 2. The UNION agrees to represent fairly the interest of all members of the bargaining unit without regard to race, religion, color, national origin, sex, age, marital status, nondisqualifying handicap, political affiliation, or union membership, and to cooperate with the EMPLOYER in achieving the goal of equal employment.

### Employer Activities

Section 3. The EMPLOYER will recruit and provide opportunities for development and placement of minorities, women, and handicapped individuals in entry, middle, and senior level positions at the Center.

The EMPLOYER agrees to consult with the UNION for assistance in establishing and maintaining special programs and projects to further the objectives of the Equal Opportunity Program at the Center.

Section 4. The EMPLOYER will provide briefings and available reports on equal opportunity activities and achievements to the UNION when requested.

### Discrimination Complaints

Section 5. An employee desiring to file a discrimination complaint will be provided with information on the proper procedure. Processing of the complaint will be fair and impartial. Employees will not be subjected to coercion, interference, or reprisal for filing a discrimination complaint. Upon request, an employee will be provided with information on the status of a complaint.

### Equal Employment Opportunity (EEO) Counselors

Section 6. EEO Counselors shall be selected from a list of nominees, half of whom may be nominated by the UNION. Full consideration will be given to the UNION nominees when the final selection of EEO Counselors is made.

#### Facilities for the Handicapped

Section 7. The EMPLOYER shall continue to conduct a program for systematic improvement of the accessibility of JSC facilities for handicapped employees.

### ARTICLE 36

#### GRIEVANCE PROCEDURE

##### Section 1. Purpose

The purpose of this Article is to provide the exclusive method for the parties and employees of the bargaining unit to promptly and equitably resolve disputes involving the following covered matters:

1. the interpretation or application of this agreement
2. the application of published Agency policies and regulations that concern personnel policies and practices, and matters affecting working conditions. The employer's interpretations of its policies receive added weight and consideration.

##### Section 2. Excluded Matters

The procedure described in the Article shall not be used for:

1. any matter subject to a statutory appeal procedure
2. any claimed violation related to prohibited political activities
3. any matter related to retirement, life insurance or health insurance
4. any action taken in the interest of national security
5. any examination, certification, or appointment
6. the classification of any position
7. the separation of any employee serving a probationary or trial period.

If a grievance is rejected because the matter is not covered, the aggrieved employee(s) and the UNION will be notified. If the UNION disagrees with the EMPLOYER'S determination and the parties are unable to resolve the issue, the question as to whether or not a particular grievance is on a matter subject to this grievance procedure may be submitted to arbitration for a decision in accordance with the applicable provisions of this Agreement. All time limits will be suspended pending receipt of the arbitrator's decision.

### Section 3. Procedures

#### A. Step 1- The Informal Grievance

- The employee presents the grievance, either orally or in writing or both, to his or her immediate supervisor. If the supervisor does not have the authority to resolve the grievance, he or she will refer it to the appropriate official who has the authority to resolve the grievance.
- If the grievance is about a particular act, it must be submitted within 15-calendar days after first becoming aware of it. If the grievance is about a continuing practice or condition, there is no time limit.
- The employee will be informed of the decision within a reasonable period of time, normally within 15-calendar days of receipt of the grievance.

#### A. Step 2- The Formal Grievance

- If the matter is not satisfactorily resolved during Step 1, the employee will, within 15-calendar days, submit the matter in writing (on JSC Form 1347, Grievance") to the supervisor or management official next above the official who rendered the decision at the informal level.
- The employee and the Union will receive a written answer within a reasonable period of time, normally within 15-calendar days of receipt of the grievance.
- If the grievance is not satisfactorily resolved at Step 2, the matter may be pursued using the Prearbitration Review Board procedures of this Agreement.

### Section 4. Representation

In pursuing a grievance, an employee may choose to be represented by an individual willing to represent the employee, provided that no conflict of interest exist. The representative will be appointed or approved by the Union President. However, any employee or group of employees in the units may present grievances under this Article and have them adjusted, without the intervention of the UNION, so long as the adjustment is not inconsistent with the terms of this Agreement and the UNION has been given the opportunity to be present at the adjustment.

### Section 5. Timeliness

A grievance may be rejected at any stage if it is not timely filed. Exceptions will be made if an employee(s) is on TDY, or leave, or ill. If a grievance is rejected for not being timely, the EMPLOYER will notify the employee(s) or the party initiating a grievance.

### Section 6. Union and Management Grievances

The EMPLOYER or the UNION may initiate a grievance by informing the other party (i.e., the EMPLOYER'S Labor Relations Officer or the Local UNION'S President) using JSC

Form 1367. If about a particular act or occurrence, the grievance must be delivered within 15-calendar days of becoming aware of it. If about a continuing practice or condition, there is no time limit. If the parties are unable to resolve the matter to the aggrieved party's satisfaction within 30-calendar days, the EMPLOYER or the UNION may use the arbitration procedures provided in this Agreement.

#### Section 7. Privacy Act Obligations

Both the EMPLOYER and the UNION are responsible for protecting grievance information and files in accordance with the Privacy Act of 1974, as amended, and implementing regulations.

### ARTICLE 37

#### PREARBITRATION REVIEW BOARD

Section 1. If the EMPLOYER or the UNION anticipate submission of a grievance to arbitration, the initiating party will notify the other party of such intent within 10 working days of the issuance of the final decision on the grievance at Step 2 of the negotiated grievance procedure.

Section 2. An ad hoc Prearbitration Review Board will be designated by the EMPLOYER and the UNION. The board members will consist of three members designated by the UNION and three members designated by the EMPLOYER. The parties will notify each other in writing of the names of the designated board members within 3 working days of the notification specified in Section 1 of this Article. (The designation of members may be contained in this notification.) The grievant(s) normally will not serve as a member of the board.

Section 3. The board will convene within 3 working days of receipt of the written designation of members. It will be the function of the board to attempt a formal resolution of the matter to avoid invoking arbitration. If the board is unable to resolve the matter, it will be responsible for reviewing the issue(s) in dispute, and attempt to develop the specific issue(s) of the grievance that will be submitted to arbitration, (i.e., the question(s) to be placed before the arbitrator for resolution) as well as any stipulations deemed appropriate. In the event that no agreement is reached, the EMPLOYER and the UNION may present their issue(s) to the arbitrator. The board will complete its function within 10 working days from convening.

### ARTICLE 38

#### ARBITRATION

Section 1. The purpose of this Article is to provide for arbitration of unresolved grievances as well as unresolved questions regarding grievability. If the EMPLOYER and the UNION or the Prearbitration Review Board fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written notification by either the EMPLOYER or the UNION within 10 working days after completion of processing the grievance under the Prearbitration Review Board procedure or Section 6 of the Grievance Procedure (Article 36), shall be submitted to arbitration. Also, upon written notification by the UNION within 10 working days after rejection of a grievance based on a question of grievability, the matter may be submitted to arbitration. Such arbitration shall be invoked only by the UNION or the EMPLOYER.

Section 2. Within 5 working days from the date of notification to invoke arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within 3 working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the EMPLOYER and the UNION will each strike one arbitrator's name from the list of seven and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. A flip of a coin shall determine who strikes the first name.

Section 3. The arbitrator's fee and mutually-agreed-to expenses of the arbitration, if any, shall be borne equally by the EMPLOYER and the UNION. The arbitration hearing will be held, if possible, on the EMPLOYER'S premises during the regular day shift hours of the basic workweek. All employee participants (authorized by the arbitrator) in the hearing shall be in a duty status as specified in Article 10, Section 10 of this Agreement.

Section 4. The arbitrator will be requested to render his/her decision as quickly as possible but, in any event, not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 5. The arbitrator's award will be subject to laws and controlling regulations. The arbitrator will not have the authority to add to, to subtract from, or to modify any of the terms of this or any other Agreements made by the parties.

Section 6. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

Section 7. The parties may use expedited arbitration by mutual agreement. All parties shall follow the current American Arbitration Association Expedited Labor Arbitration Rules.

## ARTICLE 39

### VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The EMPLOYER shall deduct UNION dues (the regular, periodic amounts required to maintain an employee in good standing in the UNION, excluding initiation fees, special assessments, back dues, fines, and similar items) from the pay of all employees who are employed within the units for which the UNION holds exclusive recognition, in accordance with the following conditions:

- a. The employee does not have an existing allotment to another labor organization.
- b. The employee either is a member in good standing of the UNION or has signed up for membership in the UNION subject to the payment of his/her first month's dues through voluntary allotment as provided herein.
- c. The employee's salary for the payroll period involved is sufficient to cover the dues after legal and required deductions have been made.
- d. The employee has voluntarily authorized such a deduction on Standard Form 1187, Request for Payroll Deductions for Labor Organization Dues, supplied by the UNION. (An appropriate substitute form may be used if approved by the EMPLOYER.)
- e. Section A of Standard Form 1187 has been completed and signed on behalf of the UNION by an official authorized by the UNION.
- f. The completed Standard Form 1187 is transmitted to the EMPLOYER'S Payroll Office so as to reach that office no later than 12 noon on the last Thursday preceding the beginning of the pay period during which the initial deduction is to be made.

Section 2. The UNION shall be responsible for informing and educating its members on the program for the allotment of dues and the use and availability of Standard Form 1187. The UNION shall supply to the employees concerned Standard Form 1187. The UNION shall be responsible for completion of Section A thereon, including the certification of the current amount of the UNION'S regular dues to be deducted each payroll period.

Section 3. The amount of the UNION dues to be deducted each payroll period from an employee's salary shall remain unchanged until a notice of change in UNION dues, certified by the authorized official of the UNION, is received by the Payroll Office of the EMPLOYER.

Section 4. Any change in the amount of an employee's regular dues which results in a change in the amount of the allotment deduction of the employee shall become effective with the deduction made on the first payroll period beginning after receipt of a notice of change by the Payroll Office of the EMPLOYER, or at a later date if requested by the UNION. Changes in the amount of the allotment by reason of changes in the schedule of UNION dues may not be made more frequently than once each 12 months, measured from the date of the first change made by the UNION.

Section 5. An employee's voluntary allotment for payment of his/her UNION dues shall be terminated with the start of the first payroll period following the payroll period in which any of the following occur:

- a. Loss of exclusive recognition by the UNION.
- b. Assignment of the employee to a position outside the UNION'S recognized bargaining units.
- c. Separation of the employee for any reason.
- d. Receipt, by the Payroll Office of the EMPLOYER, of a notice that the employee has been suspended or has ceased to be a member in good standing of the UNION.

Section 6. An allotment for the deduction of an employee's UNION dues may also be terminated by the employee through submission to the Payroll Office of the EMPLOYER, Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues (or individual substitute) properly executed in duplicate by the individual employee. Standard Form 1188 shall be furnished by the Payroll Office of the EMPLOYER. A termination of allotment under this Section shall be effective with the first full payroll period following July 1, provided the employee has had an allotment in effect for at least 1 year prior to that date and provided that the revocation is received by the Payroll Office of the EMPLOYER prior to the beginning of such pay period. If an allotment has not been in effect for 1 year prior to July 1, the termination of the allotment shall be effective with the first full payroll period following 1 year after the allotment went into effect, provided the revocation is received by the Payroll Office of the EMPLOYER prior to the beginning of such pay period. The Payroll Office shall transmit the duplicate of Standard Form 1188 (or individual substitute) to the appropriate official of the UNION. At least once a year, the UNION will notify employees, through use of the AFGE News, of the method by which allotment of UNION dues may be terminated, including the date when such allotments may be terminated.

Section 7. The UNION having members on voluntary allotment for their UNION dues shall promptly notify the Payroll Office of the EMPLOYER, in writing, when any such member of the UNION is suspended or ceases to be a member in good standing of the UNION.

Section 8. The EMPLOYER, through its Payroll Office, shall transmit to the appropriate official of the UNION (as designated by the UNION), within 5 workdays after each payday, all of the following:

- a. A list which shall contain the name and employee number of each member of the UNION on voluntary allotment, and the amount of the deduction made for each such employee member. This list shall include the total amount of all such allotment deductions made for the members of the UNION together with the total number of such allotment deductions.
- b. A check drawn on the Treasury of the United States and made payable to the UNION in an amount equal to the total of all such allotment deductions.

Section 9. Voluntary allotment of union dues shall continue in full force and effect for as long as the UNION continues to be recognized by the EMPLOYER on an exclusive recognition basis for the employees involved.

#### ARTICLE 40

#### DISTRIBUTION OF AGREEMENT

The negotiated Agreement and all supplemental agreements will be made available electronically by the EMPLOYER to all employees through the JSC Human Resources Homepage.

#### ARTICLE 41

#### DURATION, CHANGES, AND EFFECTIVE DATE OF THIS AGREEMENT

Section 1. The effective date of this Agreement will be the date of approval by the NASA Administrator, or the Administrator's designee.

Section 2. This Agreement shall continue in full force and effect for 3 years from the effective date, and shall continue in effect for additional 3-year periods thereafter unless amended, modified, or terminated in accordance with this Article.

Section 3. The EMPLOYER and UNION agree that this is the complete Agreement between the parties that will govern all matters otherwise subject to negotiations during the life of the Agreement (the initial 3-year period after the effective date and any subsequent additional 3-year periods). As an exception, management and the UNION may negotiate during the life of the Agreement as provided for in Sections 4 and 5 below, and also on the

impact and implementation of other changes initiated by management affecting personnel policies, personnel practices, and matters affecting working conditions of bargaining unit employees.

Section 4. It is recognized that modification or amendment to this Agreement may be required after the effective date of this Agreement because of current or future laws and regulations of appropriate authorities. Also, it is agreed that this Agreement may be reopened for modification or amendment if it is found that provisions of the Agreement specifically violate regulations of the Federal Labor Relations Authority or the Federal Service Impasses Panel. If modification or amendment is required, the parties will meet for the purpose of negotiation to bring the Agreement into conformity with the new requirements. Such modification or amendment will be duly executed by the parties, subject to the approval of the Center Director and the UNION membership, and will become effective on the date the modification or amendment is approved by the NASA Administrator, or the Administrator's designee, unless a specific effective date is required by the change in law, regulation, or policy.

Section 5. At either's request, the EMPLOYER and the UNION will meet annually to discuss the operations of the Agreement and to seek resolution to any problems regarding implementation of the Agreement. Also, the Agreement may be reopened for negotiations at any time by mutual consent of both parties. Such reopeners will be limited to amendments or modifications of the provisions contained in the Agreement which are in need of clarification, or otherwise in need of revision to resolve problems regarding implementation of the Agreement. Any amendment or modification executed by the parties will be subject to the approval of the Center Director and the UNION membership and will become effective on the date such amendment or modification is approved by the NASA Administrator, or the Administrator's designee.

Section 6. Either party desiring to amend or modify this Agreement shall give written notice and proposed amendment(s) or modification(s) to the other party at least 60 days but not more than 90 days prior to the expiration of the initial 3-year period or subsequent additional 3-year periods if any. Subsequent negotiations shall be confined to the proposed amendment(s) or modification(s). Any amendments or modifications duly executed by the parties will be subject to the approval of the Center Director and the UNION membership, and will become effective on the date approved by the NASA Administrator, or the Administrator's designee. If upon expiration of the initial or subsequent 3-year period(s), negotiations are underway to amend or modify this Agreement, the Agreement will remain in effect until the modification(s) or amendment(s) have been agreed to and approved.

Section 7. The terms or conditions of this Agreement shall not be altered, modified, or waived by any supervisor, or by any employee or group of employees and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties and the same has been approved by the Center Director and

the UNION membership and subsequently approved by the NASA Administrator, or the Administrator's designee.

Section 8. Any breach of the provisions of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 9. 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 Title VII, Public Law 95-454.

Section 10. All specific time limits in this Agreement may be extended by mutual consent of the UNION and the EMPLOYER.

## Update of Agreement

This Agreement between AFGE Local 2284 and the NASA Johnson Space Center (JSC) was last negotiated in 1988. The contract has been serving both parties well as evidenced by the fact that there have been few, if any, issues develop that were not adequately addressed in this document. With the passage of time, however, the Agreement had become outdated in some areas. In some cases, the contract referred to things that no longer existed such as the old Federal Personnel Manual. In other cases, the contract did not properly reflect important issues that JSC and AFGE have partnered together, such as the popular variable day work schedule.

In July 2000, the parties agreed to reopen the contract for the limited purpose of updating only that language necessary to reflect changes in law, regulation and policy, and to properly incorporate certain items that the parties have partnered together. This has been accomplished to the satisfaction of the parties while retaining the basic structure and content of the Agreement.

Approved, signed by the parties, and placed into effect this **13th day of October 2000**, at the NASA Johnson Space Center, Houston, Texas.

### Employer

Lyndon B. Johnson Space Center  
National Aeronautics and Space  
Administration

### Union

Local 2284  
American Federation of Government  
Employees, AFL-CIO

*Original Signed By:* \_\_\_\_\_  
*Redacted*  
Director

*Original Signed By* \_\_\_\_\_  
*Redacted*  
President

Approved by NASA Headquarters, August 17, 2000.