

## **American Federation of Government Employees (AFGE) Agreement Preamble**

This Agreement is entered into between the George C. Marshall Space Flight Center, National Aeronautics and Space Administration, Huntsville, Alabama, hereinafter referred to as "MSFC", and the American Federation of Government Employees (AFL-CIO), Local 3434, hereinafter referred to as "AFGE".

It is the intent and purpose of the parties to this Agreement to promote the efficient administration of the Federal Service and the well-being of employees within the meaning of 5 USC Chapter 71.

Additionally, this Agreement prescribes the rights and obligations of AFGE unit members and establishes procedures to be followed in the formulation and implementation of personnel policies and matters affecting working conditions of the unit.

The provisions of this Agreement should be interpreted in a manner consistent with the requirements of an effective and efficient government.

**American Federation of  
Government Employees (AFGE) Agreement  
Definitions**

The definitions listed below will apply in the interpretation and application of this Agreement unless a different definition is specified in a particular article or section.

Adverse Action is a removal, suspension for more than fourteen (14) days, a furlough without pay, or reduction in grade or pay.

AFGE/Union is the American Federation of Government Employees, Local 3434.

Agreement is the written document between MSFC and AFGE, Local 3434, concerning conditions of employment affecting AFGE unit employees. This Agreement satisfies any obligation to consult or negotiate under 5 USC Chapter 71 on subjects included in the Agreement.

Consult is the obligation of a party to provide a proposal to the other within a reasonable period of time prior to taking an action. The party receiving the proposal will have a reasonable period of time to present its views on the proposal in writing. When the term "consult" is used, the right to use the services of the Federal Mediation and Conciliation Service or the Federal Service Impasses Panel does not apply and the action may be taken without the concurrence of the other party.

Days means calendar days. If any time limit contained in this Agreement expires on a weekend or Federal holiday, the time limit will be automatically extended until the next workday.

Disciplinary Action is a written reprimand or a suspension for fourteen (14) days or less.

5 USC Chapter 71 is Title VII of the Civil Service Reform Act of 1978 (Public Law 95-454). This chapter concerns Federal Service Labor-Management Relations.

Employee is a member of the bargaining unit represented by AFGE, Local 3434.

Exigency is an urgent need, crisis, or emergency.

MSFC is the George C. Marshall Space Flight Center.

Employer is the George C. Marshall Space Fight Center.

OPM is the Office of Personnel Management.

Unit means the bargaining unit represented by AFGE, Local 3434, described in Article 2 of this Agreement.

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## **Article 1 - Authority**

Section 1.01. This Agreement is entered into between AFGE and MSFC pursuant to the authority granted in Title V, Public Law 95-454, (5 USC Chapter 71) and the certification issued by the U.S. Department of Labor, dated May 30, 1973.

## **Article 2 - Recognition and Unit Description**

Section 2.01. MSFC, in accordance with the provisions of Public Law 95-454 (5 USC Chapter 71), hereby recognizes AFGE as the exclusive bargaining agent for all employees in the unit as defined in Section 2.02 of this Article. Section 2.02. Unless subsequently modified by the Federal Labor Relations Authority (FLRA), the provisions of this Agreement apply to all civil service employees of MSFC except:

- a. management officials,
- b. supervisors,
- c. confidential employees,
- d. employees engaged in Federal personnel work in other than a purely clerical capacity,
- e. professional employees (as defined in 5 USC 7103 (a) (15)),
- f. military detailees,
- g. co-op students,
- h. temporary employees, and
- i. consultants and experts.

Section 2.03. The terms and conditions of this Agreement apply only to positions within the bargaining unit as defined in Section 2.02 of this Article.

Section 2.04. Though some probationary employees are included in the AFGE bargaining unit, it is understood that their appeal and grievance rights are limited. A probationary employee is not entitled to grieve his or her termination under 5 CFR Part 771 (Agency Administrative Grievance System) or through a grievance procedure negotiated under 5 USC 7121.

Nothing in this agreement shall be interpreted to confer on probationary employees any rights or benefits to which they would not otherwise be entitled due to their probationary status.

## **Article 3 - Employee Rights and Responsibilities**

Section 3.01. This Agreement recognizes the rights and responsibilities of bargaining unit employees as defined in 5 USC Chapter 71.

Section 3.02. Each unit employee shall have the right to discuss matters of personal concern

with an appropriate AFGE and/or MSFC representative.

Section 3.03. Nothing in this Agreement shall require an employee to become or remain a member of AFGE or to pay money to AFGE except pursuant to voluntary, written authorization by that employee. AFGE and MSFC agree not to take any action or interpret this Agreement in a manner that would violate the right of employees to form, join, or assist in any labor organization, or to refrain from any such activity.

Section 3.04. The terms and conditions of this Agreement shall apply to all bargaining unit employees with the exception that nothing in this Agreement shall be interpreted to confer on probationary employees any rights or benefits which they would not otherwise be entitled to due to their probationary status.

## **Article 4 - Management Rights and Responsibilities**

Section 4.01. Nothing in this Agreement shall be interpreted to interfere with or restrain MSFC in the exercise of its rights as defined in 5 USC Chapter 71.

Section 4.02. MSFC agrees to negotiate or consult with AFGE in good faith on conditions of employment in accordance with the provisions of this Agreement.

Section 4.03. MSFC agrees to provide the WRB site where this Agreement can be found by all new employees occupying positions in the bargaining unit. This information will be provided during new employee orientation sessions conducted by the Learning and Organizational Development Office.

Section 4.04. MSFC agrees to notify AFGE of any Locality Wage Survey scheduled for the Huntsville, Alabama area.

Section 4.05. MSFC will make an effort to assure that supervisors and management officials follow the provisions of this Agreement.

## **Article 5 - Union Rights and Responsibilities**

Section 5.01. Nothing in this Agreement shall be interpreted to interfere with or restrain AFGE in the exercise of its rights as defined in 5 USC Chapter 71 except as modified in this Agreement.

Section 5.02. In accordance with 5 USC Chapter 71, AFGE agrees to refrain from calling, or participating in, a strike, work stoppage or slowdown or picketing MSFC in a labor-management dispute. AFGE also agrees not to condone any such activity by failing to take action to prevent or stop it.

Section 5.03. The Union will support MSFC's efforts to eliminate waste, conserve materials and supplies, uphold high standards of workmanship and safe practices, and encourage the submission of ideas that may result in improvements and cost reductions.

Section 5.04. The Union will make an effort to assure that officers, representatives, and unit members follow the provisions of this Agreement.

Section 5.05. The Union will furnish the Labor Relations Office with a current copy of its ruling constitution and by-laws any time any change is made by the Local or National Office of AFGE. If no changes are made, the Union will furnish a copy only at the time this Agreement initially

becomes effective.

Section 5.06. When reviewing or submitting complaints, grievances, appeals or problems encountered, AFGE will make an effort to ascertain, document, and present the true and complete facts relating to the situation in order to facilitate resolution.

## **Article 6 - Consultation/Negotiation**

Section 6.01. It is agreed and understood that matters appropriate for consultation or negotiation between the parties are personnel policies and procedures related to working conditions which are within the discretion of MSFC, except in those cases where the Center Director or his authorized representative issues directives because of an emergency.

Section 6.02. The obligation to consult or negotiate does not extend to such areas as the mission of the Center; its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices; or any other area prohibited by law.

Section 6.03. The obligation to consult or negotiate shall be met as follows:

a. MSFC shall continue to promulgate personnel policies and procedures, provided that the implementation of those policies and procedures and any generated or amplified independently by MSFC do not conflict with articles contained in this Agreement. Establishment of new or revised personnel policies and procedures, not covered in this Agreement, shall be accomplished by presenting a draft of the proposal to AFGE, permitting a sufficient time (normally not less than 10 workdays) for study and submission of comments. AFGE agrees that it will submit written comments within the prescribed time in all cases. Either AFGE or MSFC, within the time prescribed for study, may request a meeting to discuss and resolve differences of viewpoint. Such a meeting shall be held within 10 workdays after receipt of the request for the meeting. If a meeting is held, AFGE must submit its comments and rationale for comments within five workdays after a meeting has been held.

b. It is further agreed that where specific comments are submitted by AFGE concerning these proposals, MSFC will notify AFGE of the decision to incorporate or not incorporate any recommendations thus submitted, prior to publication of the policy and/or procedure.

Section 6.04. In an effort to promote better labor-management relations and to provide a mutual understanding of each other's problems, it is agreed that representatives of the parties to this Agreement should meet together to exchange information and attempt to resolve problems.

Section 6.05. In furtherance of the above objective, the Employee Services and Operations Manager Office, will meet with the President of AFGE on a quarterly basis. Should AFGE desire to meet with Center top management, a meeting may be requested by letter to the Labor Relations Office with rationale and agenda. Center top management will consider the request and schedule such a meeting if management concludes the issues cannot be handled appropriately between the Employee Services and Operations Manager Office, and the President of AFGE.

Section 6.06. A semiannual meeting will be held between the President, AFGE Local 3434, and the Center Director to discuss the labor-management climate at the Center and methods of improvement. These meetings will normally be scheduled during the months of April and November. AFGE will normally be provided seven days advance notice of the meeting date. It is understood that this advance notice does not apply to rescheduled meetings. It is agreed that individual complaints will not be discussed at these meetings. The AFGE President may bring one

AFGE bargaining unit member to the meeting if desired. The Center Director may bring the Deputy Center Director, the Associate Director, and/or one additional management official. There will be no other participants without the prior mutual consent of the AFGE President and the Center Director.

Section 6.07. It is agreed that periodic meetings will be scheduled at a mutually agreeable time between AFGE representatives and the heads of organizations represented at the request of AFGE with a proposed agenda. Under this procedure, laboratory directors will meet with the appropriate AFGE representative not less than once per calendar quarter.

Section 6.08. Scheduled meetings will be held on the second Wednesday of each month between representatives of the Labor Relations Office and AFGE in order that a free exchange of information may occur. No agenda will be required and the parties shall be free to explain any area(s) of interest to each other.

## **Article 7 - Union Representation**

Section 7.01. MSFC agrees to recognize the duly elected or appointed officers and stewards of AFGE.

Section 7.02. AFGE will supply to the Labor Relations Office a written listing of all elected and/or appointed Union representatives and the organizational areas in which they are authorized to represent AFGE (if applicable) not later than sixty (60) days from the effective date of this Agreement. An updated listing will be furnished by AFGE to the Labor Relations Office as appropriate. It is understood that all representatives may perform on an "at large" basis.

Section 7.03. MSFC agrees that Union representatives will not be assigned to work shifts or areas of work that will affect their ability to serve as Union representatives without prior consultation between MSFC and AFGE. MSFC agrees, except in situations which interfere with its right to direct the work force, to normally assign incumbents of elected Union positions to the day shift, not to exceed one (1) elected officer per office.

Section 7.04. Meetings with AFGE will be conducted during regular working hours, except contract negotiations which may exceed regular working hours upon mutual consent of both parties. Reasonable time will be granted to AFGE officials, without charge to leave, for consulting or meeting with management officials. Representatives of AFGE who are not employees of the bargaining unit may, by prior arrangement, meet with management officials and/or local AFGE officials. These representatives will be provided with an MSFC visitor's badge.

Section 7.05. MSFC agrees to publish annually a statement of its recognition of AFGE and the telephone numbers of the AFGE representatives.

Section 7.06. The floor and lobby directory of the building housing AFGE will list the AFGE office number and location. A mail stop will be set up for distribution and pickup of Union mail in any building located at MSFC facilities housing an AFGE office. MSFC will provide a suitable exterior sign identifying the AFGE office at any building housing an AFGE office.

Section 7.07. AFGE will be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.

Section 7.08. Wherever practicable, MSFC will provide private facilities to AFGE for meetings with unit employees regarding complaints and/or grievances.

Section 7.09. The parties will normally present problems to the lowest level of management or the Union hierarchy. This Section does not prohibit AFGE from consulting with proper authorities on regulatory, procedural, or statutory matters.

Section 7.10. MSFC agrees to provide AFGE representatives with access to the Official Personnel Folder of bargaining unit employees who have given signed written permission to allow access to their Official Personnel Folder. Such written permission will contain the name of the AFGE representative and the date of the authorization. Such authorizations will be honored by the MSFC Employee Services and Operations Office for up to thirty (30) days unless rescinded by the employee.

Section 7.11. AFGE agrees to send a courtesy copy of any and all correspondence it desires to send to MSFC on conditions of employment to the Labor Relations Office.

## **Article 8 - Official Time**

Section 8.01. The AFGE President is authorized to use up to 50 percent of weekly time to engage in authorized representational activities. One other AFGE officer is authorized to use up to 35 percent of weekly time to engage in authorized representational activities. All other AFGE officers and stewards are authorized to use up to 20 percent of weekly time to engage in authorized representational activities. There will be no "double time" for representatives holding dual positions (e.g., an AFGE representative serving as Vice-President and as a steward cannot combine the official time percentages authorized for these positions). There will be no carry over of time authorized for any AFGE representative. The parties understand and agree that time spent by AFGE representatives on midterm/impact-and-implementation bargaining is covered by and included in the official time percentages authorized under this section. The official time percentage authorizations under this section will be extended for required attendance at a hearing/meeting conducted by a non-NASA third party (e.g., Federal Labor Relations Authority/Federal Service Impasses Panel, Merit Systems Protection Board, an arbitrator), a major reduction-in-force, renegotiations of the Collective Bargaining Agreement, or the Ground Rules negotiations for the renegotiation of the Collective Bargaining Agreement.

Section 8.02. AFGE agrees to guard against the use of excessive time for representational activities and to encourage all AFGE officials and representatives to engage only in those activities authorized by this Agreement. For purposes of this Article, representational activities include attending meetings with MSFC representatives or conferring with employees on appropriate matters directly related to conditions of employment or unit employee grievances. Official time is not authorized for conducting internal union business such as soliciting dues, conducting membership drives, or publishing a newsletter. AFGE agrees that its representatives will not conduct any internal union business at their respective work sites.

Section 8.03. An AFGE representative desiring to use official time will obtain his/her supervisor's consent (which will not be unreasonably withheld) prior to using the official time and will advise the supervisor approximately how long he/she will be on official time; where he/she can be reached, and the general nature of the business to be discussed. The AFGE representative will inform the supervisor, or the supervisor's designee, when the use of official time is completed. If the AFGE representative's supervisor is unavailable, he/she will obtain approval from the next available supervisor in his/her management chain of command. If the supervisor believes that the AFGE representative's use of official time will interfere with the representative's officially assigned duties, the supervisor and the representative will attempt to arrange a time when the representative can be released from his/her official duties. If the differences cannot be resolved, the matter will be referred to the Labor Relations Officer and the AFGE President for resolution prior to the employee being released from his/her official duties. If an employee wishes to discuss a condition of employment with a union representative, these same provisions will apply.

The AFGE President will normally use his/her official time authorization under Section 8.01 of this Article in one consecutive block of time each workday (e.g., 4 consecutive hours). The schedule will be agreed upon between the AFGE President and his/her immediate supervisor (or designee). However, the parties agree that this schedule may be changed on occasion by the AFGE President's immediate supervisor (or designee) for mission-related reasons. The parties also agree that the AFGE President is not required to obtain his/her supervisor's daily approval prior to using the official time but that all such time used must be properly recorded on a daily basis in accordance with Section 8.05 of this Article.

Section 8.04. It is understood that authorized representational activities will normally be conducted at the AFGE Office. However, the parties agree that brief (i.e., 5-10 minutes) unscheduled and unexpected telephone conversations or visits at a representative's work site relating to representational activities is authorized and will not normally require advance supervisory approval. All such official time used must be properly recorded. The parties also agree that advance approval is normally not required for unscheduled and unexpected telephone calls received by an AFGE representative from a non-NASA agency (e.g., MSPB, FSIP, FLRA) relating to representational matters; however, any time used for this purpose must be properly recorded. If the official time used is less than 15 minutes, the AFGE representative will maintain a record of the time used and report it on a cumulative basis. AFGE agrees that its representatives will keep the use of official time at the work site to the minimum necessary.

Section 8.05. Union representatives using official time will ensure that the use of official time is properly reported to the representative's immediate supervisor. Time used by MSFC employees who serve in the capacity of AFGE representatives should be coded to labor code 090-20-Z1.

Section 8.06. All AFGE representatives will report to their worksite at the beginning of each day, unless other arrangements are approved by the representative's supervisor at least one day in advance.

Section 8.07. Normally, only one AFGE official at a time will be authorized official time to represent an employee in a meeting with MSFC representatives.

Section 8.08. Only employees officially designated by AFGE in accordance with this contract will be entitled to use official time or to represent employees on behalf of the union. An employee will be considered to have been officially designated when the Labor Relations Office has received the formal designation from the Union President. The number of union representatives and the area of responsibility assigned to the representative will be determined by AFGE.

## **Article 9 - Negotiated Grievance Procedure**

Section 9.01. MSFC agrees that all the provisions of this Agreement shall be applied fairly and equitably to all employees within the unit. The parties agree to fully cooperate in all aspects of the negotiated grievance and arbitration procedures of this Agreement and to promptly advise the other party of any requested schedule changes relating to these procedures. The procedure described herein shall be the exclusive procedure available to AFGE, MSFC and unit employees for resolving grievances which fall within its coverage.

An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance, or adverse action may, at the employee's option, raise the matter under a statutory appeal procedure or the negotiated grievance procedure but not both procedures. An employee has exercised the option under this section when the employee files a timely notice of appeal under the appellate procedure or files a timely written grievance under the negotiated grievance procedure.

Section 9.02. This grievance procedure shall apply to:

- a. Any complaint by a unit employee or by the Union concerning any matter relating to the employment of the employee;
- b. Any complaint by any employee, the Union, or the Employer concerning
  - (1) the effect or interpretation or a claim of breach, of a collective bargaining agreement; or
  - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 9.03. This grievance procedure shall not apply to:

- (a) any claimed violation relating to prohibited political activities;
- (b) retirement, life insurance, or health insurance;
- (c) a suspension or removal under Section 7532 under the statute;
- (d) any examination, certification or appointment;
- (e) the classification of any position which does not result in the reduction in grade or pay of an employee;
- (f) complaints regarding the Fair Labor Standards Act;
- (g) Equal Opportunity complaints;
- (h) complaints regarding a reduction in force; or
- (i) furloughs.

Section 9.04. AFGE shall be the sole representative for employees using the procedures of this Article, except when an employee exercises the right to personally present a grievance to appropriate management officials in an attempt to have it adjusted. Such a request for adjustment shall obligate the employee to represent himself/herself. The matters which may or may not be accepted as grievances, time limitations, and procedural steps shall be consistent with those set down in this Article. Such a grievance shall not be submitted for processing again under the procedures of this Article. Any adjustment of such a grievance may not be inconsistent with the terms of this Agreement and AFGE will be given the opportunity to be present at the adjustment. The decision rendered at Step 5 of Section 9.06 shall be final and not subject to further appeal by the employee.

Section 9.05. In order to be considered under the procedures of this Article, an employee's grievance must be submitted in good faith and within a reasonable period of time. Grievances will not be accepted for consideration unless they are submitted within thirty (30) days after the occurrence of the incident or incidents upon which the grievance is based or within 30 days after the employee first becomes aware of the incident or should have become aware of the incident.

Section 9.06. A grievance between an employee and the MSFC shall be processed in the following manner:

STEP 1. (Informal Grievance) The grievance will first be initiated by the aggrieved employee with his/her immediate supervisor. The employee may be represented by AFGE if desired. The immediate supervisor shall consider the views of the employee and obtain necessary information, advice or assistance in an attempt to resolve the matter. Even if the grievance is not within the authority of the immediate supervisor to decide, it is the supervisor's responsibility to contact the person(s) having such authority and attempt resolution.

The immediate supervisor will render a decision within seven (7) workdays. If the decision is not satisfactory to the employee, he/she may appeal in writing in accordance with the second step of

this procedure.

The following are exceptions to the Step 1 grievance filing requirements:

- a. An employee who disagrees with an annual performance rating may request reconsideration of the rating in accordance with Section 26.14 of this agreement. After a decision has been issued under Section 26.14, the unit employee may grieve the rating beginning at Step 2 of this procedure.
- b. Grievances dealing with traffic tickets, parking tickets, or driving privileges will be initiated with the MSFC Protective Service Manager rather than the immediate supervisor.
- c. Grievances dealing with disciplinary actions (including adverse actions) will be initiated at Step 2 of this procedure.
- d. Grievances dealing with the withholding of a within-grade step increase will be initiated at Step 2 of this procedure.
- e. Grievances dealing with reduction in grade or removal based upon poor performance will be initiated at Step 2 of this procedure.

**STEP 2. (Formal Grievance)** If a satisfactory settlement is not reached at Step 1, a formal grievance may be filed. If the Grievant elects to file a formal grievance, the grievance will be reduced to writing on the official MSFC-AFGE grievance form and submitted to the Employee Services and Operations Manager, within ten (10) workdays after receipt of the Step 1 decision. The Employee Services and Operations Manager will determine whether the subject of the grievance is covered wholly or in part by the grievance procedure, is timely, and has been properly processed through the informal grievance stage. If the grievance is accepted by the Employee Services and Operations Manager, it will be forwarded within three (3) workdays, to the appropriate Deciding Official (i.e., the appropriate management official having authority to resolve the grievance). The Deciding Official will provide the decision to the employee and/or the employee's representative within seven (7) workdays from the date that the official receives the grievance.

**STEP 3. ((Formal Grievance – Grievance Examiner Selection)** If a satisfactory settlement is not reach at Step 2, the grievance may be submitted within ten (10) workdays after receipt of the Step 2 decision to the Employee Service and Operations Manager for selection of a Grievance Examiner. The Employee Service and Operations Manager will select three (3) Grievance Examiners within five (5) workdays of receipt of the grievance. This list will be transmitted to the grievant and/or the grievant representative who will indicate within five (5) workdays his/her selection of the Grievance Examiner. Except in unusual or emergency circumstances, this selection will be honored. Where preferences cannot be honored, a new list of three Grievance Examiners will be furnished to the grievant and/or the grievant representative in accordance with the same time limitations above. The Grievance Examiner will not be from the same organizational line of authority as the grievant or the supervisory/management official who may be the subject of the grievance.

**STEP 4. (Formal Grievance – Grievance Examiner Inquiry)**

- a. The Examiner must conduct an inquiry of a nature and scope appropriate to the issues involved in the grievance. The inquiry may consist of:
  1. The securing of documentary evidence;
  2. Personal interviews;
  3. A group meeting;
  4. A hearing; or
  5. Any combination of (1) through (4) above.
- b. The Examiner will determine the extent of the inquiry, whether a hearing is necessary and how it will be recorded.
- c. In the event of a hearing, AFGE or MSFC may request the Examiner to call a

reasonable number of witnesses who shall suffer no loss of pay or leave for such services.

- d. When the Examiner begins the inquiry, he/she will establish an independent grievance file. The grievance file is the official record of the proceedings and must include all documents related to the grievance. Information to which the Examiner is exposed which cannot be made available to the employee in the form in which it was received must be included in the file in a form in which the employee can review it, or it must not be used. On completion of his/her inquiry, the Examiner will make the grievance file available to the employee, his/her representative, and the representative of management for review and comment. Their comments, if any, will be included in the file.
- e. The Examiner will prepare a report of his/her findings and recommendations based on analysis of evidence secured through the inquiry. For each issue, the Examiner must analyze and weigh the evidence. If he/she determine that the employee has a reasonable basis for his/her grievance, he/she must then determine whether the adjustment the employee has requested is reasonable and should be granted.
- f. The Examiner must submit the grievance file containing his/her report of findings and recommendations to the Deciding Official and must furnish the employee, his/her representative, and management's representative a copy of the report.
- g. Time Limit: The Examiner has 20 workdays to complete his/her work except when a hearing is held, the time limit will be extended to 30 workdays.

#### STEP 5 (Formal Grievance – Final MSFC Decision)

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

#### STEP 6 . (Binding Arbitration)

If the AFGE is not satisfied with the decision of the Deciding Official or a higher level official (if referred to, whichever the case may be), the AFGE may, within 30 calendar days thereafter, give formal written notice to the MSFC that the unresolved grievance shall be referred to arbitration in accordance with Article 10, Grievance Arbitration.

Section 9.07. When an employee is pursuing a grievance under this Article, MSFC will ensure that the employee is aware of his/her right to have an AFGE representative present at all meetings scheduled by MSFC to discuss the grievance with the employee.

Section 9.08. If an employee withdraws the grievance before pursuing it to the final step, AFGE reserves the right to initiate the grievance at an appropriate step if such a grievance has broad interest to the bargaining unit.

Section 9.09. At each step of the grievance procedure, AFGE may call a reasonable number of MSFC employee witnesses who shall suffer no loss of pay or annual leave charge for this service. MSFC shall, upon request, permit AFGE inspection of pertinent payroll and other records as permissible under 5 USC Chapter 71 for the purpose of substantiating the claim of the parties at any step of the grievance.

Section 9.10. AFGE-MSFC Institutional Grievance Procedure

- (a) Either AFGE or MSFC may initiate a grievance within the coverage of this procedure which has wide application to the unit. Institutional grievances may not be filed to resolve individual complaints. Complaints concerning individual actions must be personally grieved by the injured party under Section 9.06 of this Agreement.
- (b) A grievance initiated by MSFC or AFGE must be submitted in good faith and within 30 calendar days of the incident giving rise to the grievance. The grievance shall be filed directly with the other party, and shall be precise and in detail concerning the basis for the grievance. The parties and/or their designees shall meet within ten (10) calendar days of receipt of the grievance to discuss the facts and circumstances involved in the grievance and to seek a resolution. If a resolution is not reached within 30 calendar days from the initial meeting, the party against whom the grievance was filed shall notify the grievant in writing of its final position. The complaining party may then invoke arbitration under the procedures of the Arbitration Article of this Agreement.

Section 9.11. All disputes on grievability or arbitrability may be referred to arbitration. If either party elects to invoke arbitration on a grievability or arbitrability issue, the steps of the negotiated grievance procedure will be waived and the issue will be taken directly to arbitration in accordance with Article 10 of this Agreement.

Section 9.12. All time limits provided for herein may be extended by mutual agreement of the parties provided that a request for extension is presented prior to the end of the prescribed time limit.

Section 9.13. Subject to the Privacy Act of 1974, MSFC will make available for inspection by AFGE any records reasonably available and necessary for AFGE to represent unit employees.

## **Article 10 - Grievance Arbitration**

Section 10.01. The purpose of this Article is to provide for arbitrating unresolved grievances processed under [Article 9](#). Arbitration can only be invoked by MSFC or AFGE.

Section 10.02. In order to be considered, a request for arbitration must be received by the Center Director (or designee) or the AFGE President, as appropriate, within 25 workdays from the date of receipt of the final decision issued under [Article 9](#). A request to the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators will be submitted as a joint request or by one of the parties. The parties will meet within five (5) days after receipt of this list to select an arbitrator from the list. If they cannot agree to one (1) of the listed arbitrators, then MSFC and the AFGE will alternately strike one arbitrator's name from the list of five

(5) until only one name remains. The remaining name will be the arbitrator selected.

Section 10.03. The arbitrator's fee and all other arbitration expenses will be paid equally by MSFC and the AFGE.

Section 10.04. Arbitration hearings will normally be held during duty hours. Normally, only one AFGE representative will be on official time to participate in the arbitration proceedings. All necessary participants shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave for the period of time these individuals are present at the hearing.

Section 10.05. The arbitrator will be requested to render his or her award as quickly as possible, but no later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree.

Section 10.06. It is agreed that an arbitration award under this Article will be final and binding upon the parties except that either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority in accordance with applicable regulations. If an award is challenged under this provision, implementation of the award will be held in abeyance until the FLRA decision is issued.

Section 10.07. An arbitrator may not alter, delete or add to the provisions of this Agreement. This right is the sole prerogative of MSFC and AFGE.

Section 10.08. All time limits contained in this Article may be extended by mutual agreement if the request for an extension is made prior to the end of the prescribed time limit.

## **Article 11 - Unfair Labor Practice Procedures**

Section 11.01. The purpose of this Article is to establish better communication between MSFC and AFGE. The parties recognize it is in the best interest of all concerned to attempt to resolve unfair labor practice (ULP) allegations before involving a third party. Therefore, both parties agree to have a meeting to discuss it and attempt to resolve the dispute.

Section 11.02. If attempts to resolve the issue fail and either party proceeds to file a ULP, a copy of the charge will be provided to the MSFC Labor Relations Officer or the AFGE President, as appropriate, at the time it is filed with the FLRA.

## **Article 12 - Use of Official Facilities**

Section 12.01. MSFC agrees to continue to provide AFGE with existing office space, furniture and telephone service. In addition, MSFC will provide AFGE with standard office IT equipment and services. Under the current Outsourcing Desktop Initiative (ODIN) contract, the standard general purpose seat is described as a GP2 system. The equipment will be refreshed on the same schedule that equipment is refreshed for other users of GP2 systems. It is agreed that this equipment may be used by AFGE for electronic mail communication between bargaining unit employees and the AFGE Office. AFGE agrees to comply with all MSFC policies and procedures regarding automated information security.

Section 12.02. AFGE is authorized the use of existing MSFC photocopying equipment for employee representation purposes. The use of MSFC photocopying equipment for any other purposes (e.g., internal union business) is not authorized.

Section 12.03. MSFC authorizes AFGE to have additional telephone lines installed in the AFGE Office at AFGE's expense. The parties understand and agree that AFGE is responsible for all cost associated with this installation including installation costs and monthly charges.

## **Article 13 - Withholding of Union Dues**

Section 13.01. Any bargaining unit employee who is a member of the Union in good standing may authorize an allotment for the payment of dues under the following conditions:

- a. The employee must voluntarily submit a completed request for an allotment on Standard Form 1187; and
- b. The employee must receive sufficient pay, after other legal deductions, to cover the full allotment. Other legal deductions include such payments of:
  - Retirement or FICA,
  - Federal and State Income Tax,
  - Health Benefits,
  - Federal Employees Group Life Insurance,
  - Indebtedness to the U.S. Government, and
  - Other voluntary deductions as specified by the employee.

Section 13.02. The procedure for authorizing payment of dues will be:

- a. The Union will inform each member that a dues allotment is voluntary; the procedure for authorizing the allotment; and the timeframe and procedures for revoking an allotment.
- b. The Union will acquire and distribute Standard Form 1187 to unit members and will receive the completed forms.
- c. The President or Treasurer of the Union is designated to process authorization forms by certifying the amount of dues to be withheld and that the employees are members in good standing. Certified authorization forms will be submitted to the Center Payroll Office.
- d. Authorizations for allotments received in the Center Payroll Office, will be effective beginning with the first biweekly pay period following receipt of the allotment, and will continue in effect until the allotment is terminated.
- e. The Standard Form 1187 will contain the name and payroll number of the employee as it appears on MSFC payroll records.

Section 13.03. The allotment will be withheld each pay period. The amount withheld is limited to the regular dues assessment as determined by AFGE. If the Union alters the amount assessed for regular dues, the AFGE President will notify the Director of the Office of Chief Financial Officer, in writing, of the rates and the desired effective date of the change.

The new dues assessment will be withheld effective the first pay period following Chief Financial Officer (CFO) receipt of the notice unless a later date is specified by AFGE. Only one change may be made every 12 months.

The Union will notify all bargaining unit members affected by the change prior to the effective date of the change.

Section 13.04. Allotments will be terminated under any of the following conditions:

- a. If the Union ceases to be the exclusive representative of employees at MSFC;
- b. If an employee is separated from MSFC;
- c. If the employee is moved to a position not served by the same Employee Services and Operations Office;
- d. Upon receipt of a notice from the AFGE President that an employee is no longer a member in good standing; or
- e. An employee is moved to a position outside the bargaining unit.

A dues allotment will be terminated on the effective date of separation, reassignment, or a notice from the AFGE President unless this occurs during a pay period. In that case, the allotment will be withheld for the entire pay period.

Section 13.05. An allotment may be terminated by an employee effective at the beginning of the first pay period after September 1 as follows:

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

Section 13.06. At the end of each pay period, the CFO will promptly remit the dues withheld to the Union Treasurer. Two copies of a statement will be sent by the Financial Management Office to the Union Treasurer with the following information:

- (a) Alphabetical listing of members for whom deductions were made and the amount of each deduction;
- (b) Total members for whom dues were withheld;
- (c) Total amount withheld;
- (d) Amount sent to the Union;
- (e) Identification of installation; and
- (f) Identification of Local.

Section 13.07. The parties agree to issue notices as below:

- a. The Union will notify the Office of Chief Financial Officer within five (5) workdays when an employee with a current allotment ceases to be a member in good standing.
- b. The Office of Chief Financial Officer will remit a copy of each SF-1188 received from employees to the Union concurrent with the first dues remittance report after receipt of the revocation.
- c. MSFC will annually notify employees when an allotment may be initiated or terminated.

Section 13.08. AFGE will notify the Labor Relations Office whenever it becomes aware of any individual excluded from the AFGE bargaining unit who is having dues withheld under the provisions of this Article.

## **Article 14 - Information to AFGE**

Section 14.01 MSFC will furnish to AFGE a monthly listing of all additions to, removals from, and transfers/reassignments within the bargaining unit. This information shall include the name of the employee, grade, position title, position number, employee number, name of organization and code, and NCC number. This information will be transmitted to AFGE not later than the 20th of the month following the report period.

Section 14.02 MSFC will furnish to AFGE an annual listing of all unit members by organization without charge. This listing will contain the same data elements as specified in Section 14.01.

Section 14.03 MSFC will furnish to AFGE a monthly listing of unit employees who are on official detail. The report shall contain the same data elements as specified in Section 14.01 as well as the initiation and expiration dates, and the organization to which detailed.

Section 14.04 MSFC will furnish to AFGE a quarterly report of all unit employees who have completed training during the report period, not later than the 20th of the month following the end of the quarter. This report will contain the same data elements as specified in Section 14.01.

Section 14.05 MSFC agrees to furnish to AFGE a quarterly listing of all incentive awards received by unit members, except suggestions, not later than the 20th of the month following the end of the quarter. This report will contain the same data elements as specified in Section 14.01.

Section 14.06 A report of promotions within the AFGE bargaining unit will be provided to AFGE on a quarterly basis at no cost to AFGE. This report will contain the same data elements as specified in Section 14.01.

Section 14.07 MSFC agrees to provide AFGE a quarterly report specifying only the total number of hours charged to representation.

Section 14.08 MSFC agrees to put AFGE on current and regular distribution for NASA and Center policies, procedures, manuals, and regulations that may affect its bargaining unit

Section 14.09 AFGE will be informed in advance of any polls or surveys to be made by MSFC of bargaining unit personnel concerning personnel policies, practices, or matter affecting working conditions. upon submission of a written request, a copy of the results of any such survey or poll will be made available to AFGE with a reasonable amount of time (normally within five (5) workdays of MSFC's receipt of survey/poll results).

Section 14.10 All information above will be provided subject to the provisions of the Privacy Act.

## **Article 15 - Distribution of Agreement**

Section 15.01. A copy of this Agreement will be made available to all employees on a NASA server. The agreement will be maintained at no cost to AFGE&.

## **Article 16 - Workweek and Tour of Duty**

Section 16.01. The standard tour established for MSFC is a 40-hour week consisting of five

eight (8) hour days to be worked between 6:00 a.m. and 6:00 p.m., Monday through Friday. In addition, employees may work a compressed tour or a maxiflex tour in accordance with Sections 16.03 through 16.06 of this Article. The MSFC attendance and leave policies are described in MGM 3600.1.

Section 16.02. Each unit employee working a standard tour will request a work schedule with times to begin at 15-minute intervals between the hours of 6:00 a.m. and 9:30 a.m. The immediate supervisor will approve the requested standard tour except in situations where he/she feels that the schedule will adversely impact the employee's performance of assigned duties or the workload of the office. The tour shall be approved for two pay periods in duration; and if the employee does not request a new standard tour at the end of two pay periods, the tour shall be extended for an additional two (2) pay periods subject to the same conditions as described above. On a given day, the standard tour schedule may be changed by the employee, with prior team leader/supervisory approval, within the hours of work specified in Section 16.01. Such approval shall not be unreasonably withheld.

Section 16.03. Unit employees shall have the option of working a compressed tour, subject to the conditions outlined in this Article. The compressed tour shall consist of eight nine-hour days, one eight-hour day and one day off each pay period. These ten days shall be Monday through Friday of each week of the two-week period. Each employee working a compressed tour will request a tour of duty with times to begin at 15-minute intervals between the hours of 6:00 a.m. and 8:30 a.m. Changes to established schedules must be requested and approved prior to the beginning of the current pay period.

Section 16.04. Employees may schedule their day off subject to approval by the supervisor. When a holiday occurs during a pay period, each employee working a compressed tour will record the number of hours regularly scheduled for that day. When a holiday occurs on an employee's scheduled day off, the holiday will become the preceding workday. In the event the holiday occurs on a Monday, the holiday will become the following workday. Employee's work schedules will not be adjusted in order to be paid for a greater number of hours on a holiday. In all other pay periods, the scheduling of the eight-hour day will be requested by the employee and subject to the approval of the supervisor. A supervisor may disapprove the scheduling of a compressed tour day off based upon staffing or work requirements. In cases of conflicting requests, which cannot be resolved by the supervisor and the employees, the unit employee with the greatest amount of Federal service will be given the first choice, with subsequent choices based upon the same criteria. The compressed tour shall be approved for two pay periods in duration, and if the employee does not request a new compressed tour at the end of two pay periods, the compressed tour shall become the normal tour of duty subject to these same conditions. On a given day the compressed tour may be changed by the employee with prior supervisory approval within the hours of work specified in [Section 16.01](#). Such approval shall not be unreasonably withheld.

Section 16.05. Unit employees shall have the option of working a maxiflex tour, subject to the conditions outlined in this Article. The basic work requirement of a maxiflex tour is 80 hours per pay period. The maxiflex tour consists of core time, when an employee is required to work, and flexible time, when an employee may choose to work. The core hours for MSFC are from 9:00 a.m. to 3:00 p.m., Monday through Friday, including a 30-minute lunch break. The flexible time bands are from 6:00 a.m. to 9:00 a.m. and from 3:00 p.m. through 6:00 p.m. Employees may vary their arrival and departure times, during these flexible time bands based on their established work schedule. Any work performed outside of the flexible time bands requires prior team leader/supervisory approval. The team leader/supervisor may require employees to work during any time band based on the work requirements.

Section 16.06. Employees working an approved maxiflex tour may earn credit hours in order to vary the length of a workday or workweek. Credit hours are hours the employee elects to work which are outside of the employee's basic work requirement. Credit hours are distinguished from

overtime hours in that they are not officially ordered and approved in advance by management. Credit hours may be earned and used within the same pay period. Employees may not establish a schedule or use credit hours to extend their workdays to more than 10 hours. No more than twenty-four credit hours may be carried forward into the next pay period. Both the accrual and use of credit hours requires prior team leader/supervisory approval. Night differential will not be paid solely because an employee elects to work credit hours at a time of day when night differential is otherwise authorized. Employees are entitled to eight hours of holiday pay when they are prevented from working on a day designated as a holiday.

Section 16.07. Any work tour may be denied or revoked by the team leader/supervisor based upon work requirements, or if the employee has been orally admonished or disciplined for being absent without leave or for other leave abuse within the last twelve months.

Section 16.08. Unit employees shall be authorized a daily 30-minute uncompensated lunch period. A unit employee may, with prior supervisory approval, elect to extend his/her lunch period to 60 minutes, providing the additional 30 minutes is worked either at the beginning or the end of the workday in which the lunch period is extended and during the period established in [Section 16.01](#).

Section 16.09. This Article does not give a unit employee the right to refuse to perform work assigned, to refuse a direct management order, or to refuse to appear for work when directed to do so in order to accomplish the Center's mission. However, management shall not set schedules for the express purpose of circumventing the employee's use of any work schedule. An approved work schedule does not serve to alter the right of MSFC to determine a need for and to direct an employee to report at a given time on particular days in order to attend meetings or perform necessary work.

Section 16.10. Unit employees will normally be given written notice two weeks prior to the change in an employee's tour of duty. A change in the tour of duty will normally last a minimum of two weeks. Requiring an employee to report at a given time on particular days in order to attend meetings or perform necessary work does not constitute a change in the tour of duty.

Section 16.11. A unit employee's regularly scheduled standard tour, compressed tour, or maxiflex tour will not be rescheduled solely to avoid paying overtime or holiday pay.

Section 16.12. A first 40-hour tour of duty may be established when it has been determined that it is impractical to establish a regularly scheduled basic workweek. When this has been established, the first 40 hours of duty will constitute the employee's basic workweek. Approval of a first 40-hour tour of duty is with the understanding that the irregular workweek is for the convenience of MSFC and not for the personal convenience of the employee.

Section 16.13. The MSFC agrees that when it has determined that it is necessary to establish more than one shift, or to fill vacancies on an established shift, positions may be staffed from among those employees who wish to volunteer, provided this selection would result in a technically and physically qualified work force possessing the required qualifications or by any other method that would give all employees equal consideration for the changed workweek.

Section 16.14. Any unit employee, whose basic work schedule is changed, may discuss the change with his or her immediate supervisor. AFGE may assist the employee in this discussion if the employee requests such assistance. If this informal discussion does not resolve the problem, the employee is entitled to use the negotiated grievance procedure in accordance with [Article 9](#) of this Agreement.

## Article 17 - Timekeeping

Section 17.01. Unit employees will not be required to use time clocks. However, alternate timekeeping procedures (e.g., verbal or written sign in/sign out procedures) may be used by the supervisor in the following situations:

- a. If an employee does not comply with proper attendance requirements; or
- b. If an employee deviates from an established tour of duty.

Section 17.02. If a unit employee is given a written notice, as opposed to a verbal notice, that he/she will be required to use alternate timekeeping procedures under Section 17.01 of this Article, the employee will be advised in the notice of the right to consult with an AFGE representative.

Section 17.03. Unit employees will record time spent on all projects/tasks assigned during duty hours, including representational time in WebTADS.

## **Article 18 - Shift Operations**

Section 18.01. MSFC will establish shift work as necessary to ensure efficient operations and accomplishment of assignments. Section 18.02. MSFC agrees to consult or negotiate with AFGE, as appropriate, prior to implementing any new shift operation or change to an existing shift operation. Section 18.03. For the purpose of this Article, MSFC and AFGE agree that the following definition of unit seniority will apply:

An employee's length of continuous service from the effective date of his/her earliest official assignment (by SF 50) to the group in which the shift operation exists. If there are duplicate assignment dates, employees' service computation dates will be used to determine seniority.

Section 18.04. When MSFC determines that it is necessary to establish more than one shift, or fill vacancies on an established shift, the shifts shall be staffed according to employee preferences so long as the employees' job descriptions are the same. In cases where shifts cannot be staffed completely on an employee preference basis, MSFC will either (1) introduce a rotation plan which will equally distribute the shift among all employees with the same job description required on the shifts, or (2) establish a permanent roster on the basis of organizational unit employment seniority and, when possible, to replace the senior employees desiring replacement with newly hired employees. Where there is a difference of opinion concerning the option to be used, the Employer and the Union agree to consult or negotiate as appropriate. When a permanent roster for shift operations has been established based on employee preference and unit employment seniority, employee preference for a shift reassignment will be considered only when (1) a vacancy exists in the desired shift, or (2) it is mutually agreeable with MSFC and the employee being reassigned from the shift assignment. For employees being newly assigned to the organization, organizational unit employment seniority will not be exercised until ninety (90) days after the employee reports to the organization. This will allow minimum time for operational familiarization by the new employee. Permanent rosters shall be established as far in advance as possible but not less than one (1) week prior to the beginning of the shift. Rotational rosters will be established a minimum of one (1) week prior to rotation.

Section 18.05. Where three 8-hour shifts are in operation, a lunch period of not more than twenty (20) minutes will be granted. The lunch period will be considered as time worked for which compensation is allowed and employees must spend the time at or near their work stations.

Section 18.06. It is recognized and agreed that shift operations are not compatible with flexitour deviations under [Article 16](#) of this Agreement. Therefore, the assignment of an employee to a shift operation will have priority over an approved flexitour for the duration of the shift requirement.

Upon completion of the shift work, employees will return to their previous tours of duty unless a request is submitted and approved for an alternate choice.

Section 18.07. On an annual basis, usually at the beginning of the calendar year, employees assigned to shift operations on a permanent roster will be given the opportunity to get off the shift through exercise of unit employment seniority. Vacancies thus created will be filled in accordance with this Article.

Section 18.08. It is understood that the application of the principle agreed to above will apply except in those situations where its application would adversely affect capability as required by MSFC. In these instances MSFC agrees to consult with AFGE prior to making the assignment. In addition, MSFC reserves the right to effect deviations from this principle when its application would create a situation considered not in the best interest of the Government.

Section 18.09. Minor deviations from these basic shifts for purposes of staggering traffic, and other considerations, are not considered different shifts.

## **Article 19 - Paid Overtime/Compensatory Time**

Section 19.01. In accordance with 5 USC Chapter 71, MSFC reserves the right to assign overtime. The assignment of overtime will be based upon mission and workload requirements and on factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. Normally employees will not be forced to work overtime or compensatory time against their expressed desires so long as work requirements can reasonably be fully met by other employees willing to work, and so long as those willing to work are not allowed to work an amount of overtime which diminishes their alertness to a degree that the required work cannot be satisfactorily performed.

Section 19.02. MSFC will take into consideration any anticipated overtime when making work assignments and make such assignments so as to distribute overtime as equitably as possible among qualified employees with just consideration given to those where the overtime is to be worked. If a dispute concerning overtime arises, the first line supervisor and the shop steward will discuss the problem and attempt to resolve the issue. In the assignment of overtime, the MSFC agrees, when possible, to give the employee a notice of three workdays before requiring weekend overtime work, and a notice of one workday for overtime required during the week. The MSFC agrees, to the maximum extent possible, to release the employee from the overtime assignment when such assignment presents a personal hardship.

Section 19.03. Supervisors should exercise discretion in requesting an employee to work paid overtime/compensatory time during the same day or workweek that the employee has been permitted to take leave. Each case will be decided individually based on necessity of the overtime work to be performed and circumstances surrounding the necessity for leave. Therefore, no employee will be denied overtime solely on the basis that the employee has been on leave that day or week.

Section 19.04. Unit employees required to work overtime will be compensated either by paid overtime or compensatory time off, in accordance with applicable laws and regulations.

Unit employees will earn compensatory time in increments of not less than 15 minutes. The amount of compensatory time earned will be equal to the time spent in irregular or occasional overtime.

Section 19.05. Earned compensatory time should be used not later than the end of the fourteenth full pay period after the pay period in which it was earned. Scheduling and use of the

compensatory time will be administered in a similar manner to the use of annual leave. If compensatory time off cannot be granted during this period, the compensatory time may be converted to paid overtime.

Section 19.06. When work must unexpectedly continue after the close of the workday, the supervisor will assist the employee in arranging transportation home.

Section 19.07. Unit employees who are called back to work after hours will be deemed to have worked at least two hours of overtime.

Section 19.08. Employees whose rate of basic pay does not exceed the minimum rate of GS-10, step 10 shall be granted the right to request compensatory time in lieu of overtime pay. Such requests will be submitted to the appropriate supervisor, in writing.

Section 19.09. Whenever possible, MSFC will provide a reasonable advance notice to unit employees before requiring overtime work.

Section 19.10. Subject to provisions of the Privacy Act, the MSFC will make existing records of overtime/compensatory time for employees of the unit available to the AFGE upon its request, to aid in settling specific grievances.

## **Article 20 - Absence and Leave**

### **Section 20.01. Annual Leave**

- a. Employees shall earn annual leave in accordance with applicable laws and regulations. Accrual of annual leave is a right of the employee and may not be denied. The taking of annual leave is a right of the employee, subject to leave being scheduled in accordance with work requirements. The supervisor will make every reasonable attempt to satisfy the desire of employees regarding approval of annual and emergency leave. The number of employees to be granted annual leave during holiday periods will be based upon the supervisor's estimated workload and/or operational requirements.
- b. When MSFC finds it necessary to cancel previously approved annual leave, the reasons for such action will be furnished to the affected employee upon request. Canceled leave should be rescheduled immediately. Denial of use of annual leave will be based upon factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees.
- c. Every reasonable effort should be made to avoid forfeiture of accrued annual leave because of statutory limitation. Therefore, special attention must be given to scheduling leave to avoid forfeiture of annual leave that is in excess of the maximum carryover allowed at the end of the leave year. However, if an employee does not use leave that was approved, any resulting forfeiture will be considered to be at the employee's choice.
- d. If for any reason MSFC schedules or effects a temporary shutdown of activities, every effort will be made to provide work for any employee not having annual leave to his/her credit. If work cannot be provided, eligible employees will be provided the maximum amount of annual leave authorized under applicable regulations.

- e. Where unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of annual leave may not be presumed by the employee. The employee must contact his supervisor or the supervisor's designated representative as early as possible but not later than the end of the first half of the regular work shift, and request approval of annual leave.
- f. The minimum charge for annual leave shall be 15 minutes.
- g. If an employee's request for annual leave is denied for a reason relating to "mission accomplishment" of MSFC, the supervisor will, on request from the employee, provide written reasons for the denial of leave. In this case, the supervisor will afford the employee the opportunity to take leave at the earliest possible time.

Section 20.02. Sick Leave

- a. Employees shall earn sick leave in accordance with applicable laws.
- b. Sick leave should be granted on any occasion when the employee is incapacitated for work. There is an obligation on the supervisor to approve sick leave only in bona fide cases and upon the employee to request sick leave only when circumstances make its use appropriate. Failure to live up to this obligation may cause disciplinary action to be taken against the offender.
  - (1) To be granted sick leave, the employee or his/her designee must notify his/her immediate supervisor of his/her incapacity for duty as soon as possible or during the first day of absence and no later than four (4) hours from the beginning of the workday. Failure to comply with the deadline may cause the employee to be reported as absent without leave. While it is important that there be equal punishment for equal offenses, exceptions to the deadline requirement should be made when the established facts indicate that there was an acceptable reason for failure of the employee to meet the requirement. Requests for sick leave for prearranged medical, dental or optical exams or treatment must be made prior to the beginning of the absence.
  - (2) When a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his/her post of duty would jeopardize his/her fellow employees, sick leave to the employee's credit may be used. (A contagious disease is a disease requiring isolation or restriction of movement of the patient as determined appropriate by health authorities.)
- c. When a determination is made by the MSFC Medical Center that an employee should be placed in limited work status, MSFC will make every effort to find suitable work for the employee. A determination shall be made by the Medical Center as to how long this condition may be expected to last. A written statement of such determination shall be furnished to the Employee Services and Operations Office and be available for review by AFGE, with the employee's consent. Employees placed in such a limited duty status may be excused at management's direction from overtime and/or shift assignment requirements of this Agreement.

- d. Requests for advance sick leave will be processed in a timely manner. Sick leave will be advanced only in clearly established cases of serious disabilities or ailments, and when required by the exigencies of the situation and when:
  - (1) The employee has submitted a written request and doctor's certificate to his/her supervisor;
  - (2) All available accumulated sick leave to the employee's credit has been exhausted;
  - (3) There is a reasonable assurance that the employee will return to work; and
  - (4) The requested leave period is for 30 days or less.
- e. Employees for whom disability retirement has been approved by the Office of Personnel Management will, upon request, be allowed to use all accrued sick leave prior to the effective date of their retirement, unless an earlier separation date is established by other administrative procedures such as reduction in force or adverse action.
- f. When sickness occurs during a period of annual leave, the period of illness may be charged to sick leave, and the charge to annual leave reduced accordingly.
- g. The minimum charge for such leave shall be 1/2 hour, and additional charges shall be in multiples of 1/2 hour, not to exceed 8 hours for any one workday.
- h. Normally, absence in excess of three (3) working days must be supported by a doctor's certificate.

Section 20.03. Excused Absence for Climatic Conditions

- a. When appropriate notice has been received from the Center Director or his designee that all or part of the installation will be closed because of climatic or disaster conditions, supervisors will notify their employees and will excuse them from duty without loss of pay or charge to leave for the period that the installation, or part of it, is closed. This does not apply to employees designated as "essential" and who are required to be at work regardless of an emergency situation or a general dismissal authorization.
- b. Employees who apply for annual leave after the receipt of an early dismissal decision, but depart prior to the early dismissal time, will be charged leave in 15 minute increments for the time to the early dismissal hour only.
- c. Controversial cases involving excused absence will be referred to the Employee Services and Operations Office for settlement. In cases involving failure to report for duty due to climatic or disaster conditions, consideration will be given to any official action taken by state and local authorities such as closing of bridges, roads, and streets. If settlement is not reached at this level, employees may use the negotiated grievance procedure under [Article 9](#) of this Agreement.

Section 20.04. Excused Absence - Voting and Registration Leave

- a. MSFC agrees that employees will be excused to vote or register in national, state, and local elections or referendums for periods of time that may be necessary to ensure them an opportunity to vote on an election day in accordance with the MSFC and Office of Personnel Management regulations. MSFC and AFGE agree that, as a general rule, where the polls are not open for a national, state, local election or referendum at least three (3) hours, either before or after an employee's regular hours of work, the employee may be granted an amount of excused leave which will permit him to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.
- b. In exceptional circumstances where the general rule as described in paragraph a. above does not allow an employee sufficient time to vote, the employee may be excused for additional time as may be needed to vote, depending upon the particular circumstances involved, but such time shall not exceed a full day.
- c. MSFC further agrees that for an employee who votes in a jurisdiction which requires registration in person, these employees may be granted time off to register on substantially the same basis as for voting, except that no time off shall be granted if the employee can register on a non-workday and the place of registration is within a reasonable one-day round trip travel distance of the employee's place of residence.

#### Section 20.05. Locality Wage Surveys

MSFC agrees that any AFGE officer or representative who is appointed to serve as a Data Collector for a Locality Wage Survey will be granted administrative leave not to exceed eight hours in one calendar year.

#### Section 20.06. Court Leave

MSFC agrees that employees will be excused as authorized by appropriate regulations when required by law to present themselves in Federal, state, and local courts.

#### Section 20.07. Funeral Leave

- a. MSFC agrees to grant up to three days funeral leave to employees to make arrangements for or to attend the funeral of or memorial service for an immediate relative who dies as a result of wounds, disease, or injury incurred while serving as a member of the armed forces in a combat zone. Immediate relatives of the deceased include: parents, spouse, and parents of the spouse, children and their spouses, brothers and sisters and their spouses, and any other individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.
- b. Veterans or members of an honor or ceremonial group of a veterans organization may be excused without loss of pay or deduction from annual leave for up to four hours in a workday to participate as pall bearers, members of firing squads, or honor guards in a funeral ceremony for a member of the armed forces whose remains are returned from abroad for final interment in the United States.

#### Section 20.08. Maternity Leave

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. The granting of leave for maternity reasons may involve a combination of sick leave, annual leave, and leave without pay. MSFC will consider requests of employees which show a demonstrated need, such as child still being breast-fed or a temporary child care problem, for granting additional leave. However, the additional leave requirements must be taken care of by the use of available annual leave or leave without pay. Sick leave may only be used to cover the time required for physical examinations and to cover the period of incapacitation.

#### Section 20.09. Religious Leave

MSFC and AFGE agree that there is no official observance of religious holidays at MSFC, except those which may also be legal holidays. However, to the extent that such modifications in work schedules do not interfere with the efficient accomplishment of MSFC's mission, the employee's supervisor shall afford the employee the opportunity to work compensatory time where the employee's religious beliefs require that he or she abstain from work during certain periods of the workday or workweek.

#### Section 20.10. Tardiness

A supervisor may approve up to 59 minutes of excused leave for occasional tardiness.

#### Section 20.11. Leave Without Pay

- a. Employees may be granted leave without pay provided the provision of applicable law and regulations are met. This leave of absence without pay shall not exceed one year for each application.
- b. MSFC recognizes that employees in the unit may be elected or appointed as delegates to an AFGE convention or other such function, necessitating an absence from the Center. Employees of the unit accepting full-time positions as AFGE representatives may be granted leave without pay in one-year increments subject to the approval of the Center Director or his designee. This leave will be restricted to positions with AFGE or AFL-CIO affiliates.
- c. Employees in an approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Group Life Insurance and Federal Employees Health Benefits Program to which they may be entitled in accordance with appropriate regulations.
- d. Employees returning to duty from approved leave without pay will be granted such rights, privileges, and seniorities to which they may be entitled at that time in accordance with appropriate regulations.
- e. MSFC also recognizes the reduction in force, placement and retreat rights of an employee on approved leave without pay, in situations where the employee's status has been affected by reduction-in-force action during his/her period of absence.

## Article 21 - Legal Holidays

Section 21.01. The parties will recognize all legal holidays as may be directed or designated by Federal statute, by Presidential Executive Order, or by appropriate directive. Employees will observe the recognized legal holiday on the day designated by statute, order, or directive. In accordance with [Section 20.01 \(a\)](#) of this Agreement, MSFC will observe a liberal leave policy during holiday periods.

Section 21.02. Employees in a unit who are required to work on a legal holiday will rotate with others in the unit on subsequent holidays through establishment of a rotation roster for equitable distribution of holiday service time, subject to the requirements of [Section 20.01 \(a\)](#) of this Agreement.

## Article 22 - Travel

Section 22.01. Travel for unit employees necessary for conducting official MSFC business will be arranged according to applicable laws and regulations.

Section 22.02. MSFC will make copies of the travel regulations available in each directorate/project management office and comparable organization for use by employees required to travel.

Section 22.03. Travel will normally be scheduled during duty hours. If an employee is required to travel outside duty hours, the employee, upon request, will be given written reasons for the travel schedule. Typically, the reasons for requiring travel outside duty hours will be the necessity of maintaining the efficiency and effectiveness of Government operations.

Section 22.04. Selection of lodging facilities is the prerogative and responsibility of the employee.

Section 22.05. MSFC will advance funds up to the maximum extent authorized by applicable laws and regulations. On extended temporary duty (TDY) the employee will be authorized to draw per diem through termination of TDY assignment.

Section 22.06. For travel by POV, cost of transportation at the TDY destination will be computed in accordance with applicable regulations.

Section 22.07. Constructive arrival and departure times for POV travelers (common carrier reimbursable, maximum permissible) will be determined by MSFC in compliance with applicable regulations.

Section 22.08. MSFC will determine at the time travel orders are prepared whether travel by POV is to the advantage of the Government.

Section 22.09. Time in a travel status away from the official duty station is not "hours of employment" unless the travel (1) involves the performance of work while traveling, (2) is incident to travel that involves the performance of work while traveling, (3) is carried out under arduous conditions, or (4) results from an event which could not be scheduled or controlled administratively. Any pay due an employee for time in a travel status in connection with any one of the four conditions listed above, will be paid on the same basis as if the employee were at the assigned worksite.

Section 22.10. AFGE representatives may be authorized TDY for the purpose of attending labor-management meetings which are primarily in the interest of the Government. Such meetings include joint labor-management cooperation committees concerned with, but not limited to, prevention of accidents, reduction of absenteeism, improving communications, ensuring equal employment opportunity and maintaining employee productivity and morale. MSFC is responsible for determining whether the meeting is primarily in the interest of the Government.

Section 22.11. When a travel claim is disallowed, and the reasons are unclear to the employee, the employee and the Union representative, if any, will discuss the matter with the official who requested the travel. If an understanding is not reached, the employee and a representative may contact the MSFC Labor Relations Office for resolution, guidance, or further processing to higher authority.

Section 22.12. Unit employees will not be required under any circumstances to use their privately owned vehicle to perform travel incident to a TDY assignment. However, upon request, unit employees may be allowed to use a POV when MSFC determines it would be advantageous to the Government.

## **Article 23 - Reassignments**

Section 23.01. Reassignment is defined as the permanent change of an employee from one position to another without promotion or change to lower grade. The new position may be identified with a different job, or it may be the same job in a different organizational segment.

Section 23.02. The parties agree it is preferable that reassignments be arranged with the employee's consent. The employee is entitled to be informed, upon request, as to the reasons for the action and why he/she was selected for the permanent reassignment.

Section 23.03. Unit employees will not be reassigned to new positions without being informed by the responsible supervisor. Except by mutual agreement of the employee and the supervisor for a shorter time period, the employee will be given ten (10) days notice of a permanent assignment to a new position. Subject to budget and work project limitations, training necessary to improve employee proficiency will be made available.

Section 23.04. The parties recognize that a number of factors may create an unsatisfactory working relationship between an employee and a supervisor and that the best solution to this problem may be to transfer the employee to another worksite or correct the situation at the employee's worksite.

Section 23.05. AFGE may report such an unsatisfactory working relationship to the Labor Relations Office. In such cases, MSFC will consider transferring the employee to another worksite or correcting the situation at the employee's worksite. In making a decision on an employee's request to transfer to another worksite, MSFC will investigate the problem and will consider any information offered by AFGE in support of the employee's desire to transfer.

Section 23.06. When it is determined that an involuntary reassignment is necessary, except to positions with promotion potential or shift assignments, consideration will be given to selecting the lowest person in the affected competitive level in the organizational element to which the employee is assigned.

## **Article 24 - Details**

Section 24.01. A detail is the temporary assignment of an employee to a position with a different title, series or grade for a specified period, with the employee returning to his regular

duties at the end of the detail. Details are intended only for meeting temporary needs of the Agency's work program when necessary services cannot be obtained by other desirable or practicable means and will not be made for the purpose of evading any law, executive order, rule or regulation. Section 24.02. Details may be made under the following circumstances:

- a. Emergency situations resulting from abnormal workload, change in mission or organization or unanticipated absences.
- b. Non-emergency situations such as pending official assignment, pending description and classification of a new position, pending security clearance or for training purposes (particularly where the training is a part of an established promotion or developmental program).

Section 24.03. Except for an emergency detail of 30 days or less, unit employees will not be detailed to other kinds of positions or to another examining jurisdiction for at least 90 days after appointment from a register.

Section 24.04. Details to another position in a series and/or grade different from an employee's official assignment will be effected in accordance with delegated authority from OPM and will generally be initially limited to a maximum of 120 days.

Section 24.05. Competitive Promotion procedures will be utilized for details of more than 60 days to a higher grade position or to a position with known promotion potential.

Section 24.06. Details of employees for 30 calendar days or less may be made on an informal basis between the supervisors concerned.

Section 24.07. Details in excess of 30 calendar days, upon approval by MSFC, will be recorded on a Standard Form 50 (Notification of Personnel Action) with a copy of the action provided to the employee and a copy maintained as a permanent record in the employee's Official Personnel Folder.

Section 24.08. When a detail is terminated prior to the expiration date, the termination will be recorded on a Standard Form 50 (Notification of Personnel Action) with a copy of the action provided to the employee and a copy maintained as a permanent record in the employee's Official Personnel Folder.

Section 24.09. Extension of details will be approved in accordance with applicable laws and regulations.

Section 24.10. The officially assigned supervisor of a detailed employee is responsible for all requests for personnel action and administration of performance ratings for that employee. The supervisor to whom an employee is detailed is responsible for day-to-day conduct and performance for the employee during the duration of the detail.

Section 24.11. MSFC is responsible for controlling the duration of details and assuring that the details do not compromise the open competition principle of the merit system or the principles of job evaluation.

## Article 25 - Competitive Placement Plan

Section 25.01. The purpose of this Article is to ensure that selection for all competitive promotions among unit employees for positions in the bargaining unit will be made on the basis of merit, fitness, and qualifications, and without regard to political, religious, or union affiliation, marital

status, race, color, national origin, sex, age, or nondisqualifying handicapping condition. This Article does not guarantee promotion but is intended to ensure all qualified unit employees receive fair and equitable consideration for competitive promotion opportunities. It also gives special consideration to repromotion eligibles. Nothing in this Article will be construed to prevent MSFC from selecting an individual from a group of properly ranked and certified candidates or from any other appropriate source.

Section 25.02. Promotions at MSFC within the AFGE bargaining unit will be implemented in accordance with the NASA Competitive Placement Plan, government-wide rules and regulations, and this Agreement.

Section 25.03. Special Consideration for Repromotion to Unit Positions:

- a. Unit employees who have been demoted within NASA without personal cause shall be given special consideration for repromotion for two years following the effective date of the demotion at MSFC prior to use of competitive procedures in accordance with the provisions of the NASA Competitive Placement Plan. This right to special consideration does not apply to any position with projected promotion potential higher than the grade held at the time the change to lower grade was effected.
- b. If an employee eligible for repromotion consideration is given prior consideration but not selected and is subsequently certified to the selecting official on a Competitive Placement Certificate and is again not selected, the Human Resources Manager must concur and the reasons for non-selection must be documented in the Competitive Placement File. Repromotion eligibles who are not selected may review this documentation by submitting a request to the Human Resources Manager. The Employee Services and Operations Office will schedule a time and date for the review. Upon his/her request, the employee may be accompanied by an AFGE representative at the time of the review.

Section 25.04. Competitive Placement Announcements for unit positions will be posted on the Employee Services and Operations Office website for at least ten working days prior to the closing date of the announcement. In addition, MSFC will publish a weekly summary of open promotion announcements in the Marshall Star.

Section 25.05. Unit employees who apply for positions at MSFC must submit a resume to the NASA STARS System utilizing the NASA Resume Builder. Additionally, applicants must submit a "Quick Apply" form via the web addressing the specific vacancy announcement.

Section 25.06. The minimum area of consideration for promotion announcements will normally be NASA. Exceptions to this minimum area of consideration will be limited to those outlined in the NASA Competitive Placement Plan.

Section 25.07. No official may, in recommending or selecting candidates for promotion or in operating a promotion program, show or give preference to any employee based on non-merit factors.

Section 25.08. Each candidate on the promotion certificate will normally be interviewed when the selecting official has limited knowledge about the individual. An interview by telephone is acceptable to avoid incurring unnecessary expense.

Section 25.09. Upon request of the AFGE President, the Competitive Placement folder of any position in the bargaining unit will be made available for review by the President unless he/she happens to have been an applicant for that position, in which case, the Vice-President may review

the folder.

Section 25.10. Each employee who applied for a vacancy will be told who was selected for the position; whether the applicant was considered eligible for the job; and whether the applicant's name was on the list from which the selection was made. Any unsuccessful candidate from the bargaining unit may request the Employee Services and Operations Office to advise the candidate about those areas in which improvement would enhance future promotion opportunities.

Section 25.11. The parties acknowledge the employee's responsibility to list all relevant training and experience on his or her resume for a position. Credit will be given to an employee for all such training and experience relevant to the position for which an application has been made.

Section 25.12. The grievance procedure can only be used for contesting the procedures used in the filling of any vacancy under competitive procedures within the AFGE bargaining unit. Non-selection from a group of properly ranked and certified candidates is not a basis for a grievance.

Section 25.13. In the regularly scheduled meeting outlined in Article 6, AFGE may bring to the attention of MSFC on a case-by-case basis any problems encountered by employees occupying a position with announced promotion potential. MSFC will provide AFGE with reasons for the non-promotion within a reasonable period of time after the meeting.

Section 25.14. When a unit vacancy announcement is canceled, MSFC will, upon written request to the MSFC Labor Relations Office by the AFGE President, or designee, inform AFGE of the reasons for the decision not to fill the vacancy and whether a decision has been made to fill the vacancy in the future.

Section 25.15. A unit employee applying for a vacancy who has not satisfied the time-in-grade, time-after-competitive appointment, or qualification requirements at the time he/she submits an application for the vacancy, may be considered if he/she meets the requirements by the closing date of the vacancy announcement.

## **Article 26 - Performance Appraisal System**

Section 26.01. The performance appraisal system for employees in the AFGE bargaining unit will be implemented according to the "NASA Employee Performance Communication System" NPR3430.1 and this Article.

Section 26.02. The performance appraisal system is designed to provide accurate information about work performance, to increase individual and organizational effectiveness, to foster more effective supervisor/subordinate working relationships, and to clarify accountability. The results of a performance appraisal on each unit member will be used by MSFC as a basis for training, rewarding, reassigning; granting or denying within-grade increases; promoting, reducing in grade, retaining, taking remedial action or taking removal action. The parties acknowledge that the success of NASA and MSFC requires maintaining the technical excellence and dedication of its employees, encouraging the professional growth of employees, recognizing noteworthy performance, and taking corrective action when necessary. Unit employees are encouraged to keep abreast of current and projected state-of-the-art developments in their particular disciplines.

Section 26.03. Each unit employee will receive a written performance appraisal annually. The appraisal period shall be in accordance with NPR 3430.1.

Section 26.04. A rating of record will be prepared only if the employee has served under a performance plan at least 90 days during the appraisal cycle. When a rating of record cannot be

prepared at the end of the appraisal period, the appraisal period will be extended for the amount of time necessary to meet the minimum period at which time a rating of record will be prepared.

Section 26.05. A performance plan will be established by the supervising official in consultation with the employee at the beginning of each appraisal period. The supervising official will meet with each unit employee at the beginning of the appraisal period to discuss the contents of the final performance plan, assure its clarity, and provide the employee with a written copy of the plan. The supervising official will respond to employee contributions to the performance planning process; however, the supervising official has the prerogative to make the final determination on the content of the plan.

Section 26.06. For any detail or temporary assignment, the officially assigned supervisor is responsible for developing a performance plan, periodically reviewing performance, and appraising performance against that plan at the end of the appraisal period. The supervisor to whom employees are detailed is responsible for their day-to-day job conduct and performance and for providing written input to the performance evaluation.

Section 26.07. When a supervisor is entering a discussion with the employee to establish critical and non-critical elements and performance standards, an employee may request representation by AFGE if, during the meeting, the employee believes the supervisor is not being fair and reasonable. AFGE acknowledges its obligation to ensure that a representative will be made available within one workday for this purpose. If a representative is not available during this time, the employee will not be delayed any further.

Section 26.08. Any action taken as a result of unacceptable performance on one or more critical elements may be taken without regard to performance on other elements of the position. A rating of "Fails to Meet Expectations" on any critical element precludes an overall performance rating at the level. Failure to meet a non-critical element will result in an employee that's fully successful receiving a rating at the "Needs Improvement" level.

Section 26.09. The results of performance appraisals will be used as a basis for counseling, training, closer supervision, reassignment, reduction in grade, removal, or other action that MSFC considers appropriate in a particular case. Any action taken under this system will be fair and the particular circumstances of each case will be considered.

Section 26.10. At a minimum, one progress review will be conducted approximately mid-way in the appraisal period. Either the supervising official or the employee may initiate progress reviews at more frequent intervals if one of the individuals believes it is necessary.

Section 26.11. Performance appraisals will be based solely on actual performance against the performance requirements specified in the performance plan. There will be no pre-established distributions of expected levels of performance.

Section 26.12. An employee's performance will be evaluated by comparing the employee's actual performance with the requirements specified in the employee's performance plan. The employee will be assigned a summary rating of either "Distinguished", "Accomplished," "Fully Successful," "Needs Improvement" or "Unacceptable."

Section 26.13. An employee may request a review of the appraisal received. This written request for a review must be submitted through the employee's immediate supervisor to the next level of supervision within 15 calendar days after receipt of the completed appraisal form and must include any documents or other evidence the employee has to support the request. The reviewing official will issue a written decision within a reasonable period of time (normally 15 calendar days) after

receipt of the request for a review.

Section 26.14. After a decision has been issued under Section 26.13, a unit employee may grieve a performance appraisal rating in accordance with this Agreement. The parties acknowledge that any grievance filed is limited to the application of performance standards and critical elements.

Section 26.15. AFGE officials who spend time performing representational activities in accordance with Article 8 of this Agreement are expected to meet the same standards as other employees. If necessary, adjustments will be made in the quantity of work required by the performance plan so that the employee is not unfairly penalized for engaging in authorized representational functions.

Section 26.16. When a grievance is filed regarding an employee's performance appraisal or a grievance is filed regarding an action taken as a result of an employee's performance, the employee must use the negotiated grievance procedure at Article 9. If the final decision is not acceptable to the employee, the AFGE may proceed to arbitration in accordance with the provisions of Article 10.

Section 26.17. Upon request, AFGE shall be furnished all information necessary and relevant under 5 USC Chapter 71 for AFGE to accomplish its representational responsibilities.

## **Article 27 - Job Descriptions**

Section 27.01. Job descriptions will be written to accurately reflect duties and responsibilities officially assigned to the position. All identical positions will carry an identical title, series, and grade authorized by OPM.

Section 27.02. When the phrase "performs other duties as assigned" or a similar statement is included in a position description, it is understood to mean duties normally related to those specifically described.

Section 27.03. Each unit employee is entitled to a copy of a current position description. If a personnel action substantially changes the duties performed, the employee will be provided a revised version of the applicable position description within 30 days after the effective date of the action.

## **Article 28 - Personnel Records**

Section 28.01. An Official Personnel Folder (OPF) is an official repository for records affecting an employee's status and service during his/her entire Government employment. The OPF provides the basic source of factual data about the employee's employment history and is used by the Employee Services and Operations Office in screening qualifications, determining status, computing length of service, and other information needed in providing personnel services. In addition, OPF's may be reviewed by, or be used to furnish information to supervisors, managers, and other officials whose duties require access to these OPF's.

Section 28.02. An employee and/or a representative with specific written designation by the employee may review that employee's OPF during normal duty hours in the file room.

Section 28.03. Except as provided by law or statute, no document will be placed in an employee's OPF without the employee's knowledge. If a unit employee believes that a document has been inappropriately filed in his/her OPF, he/she may inform the responsible Human Resources Specialist who will ensure that the contents of the OPF complies with statutory and

regulatory requirements.

Section 28.04. Employees are provided "Employee Copies", and are expected to maintain a personal file, of permanent records placed in their OPF in accordance with OPM instructions. However, employees will be provided a single replacement copy of these documents if they are needed, upon request. Reproduction of extra copies is the employee's responsibility.

Section 28.05. Records in the OPF are used by MSFC for source data in many instances and can have a direct affect on the employee's employment situation. Therefore, it is the responsibility of each employee to review the OPF periodically and submit supplemental qualification statements as required for inclusion in the OPF.

Section 28.06. When any data is removed from the employee's OPF, it will be forwarded to the employee through the supervisor.

## **Article 29 - Disciplinary or Adverse Actions**

Section 29.01. An employee may be formally disciplined by MSFC by receiving a written reprimand, suspension, reduction in grade or pay, or removal. Any action taken must be for just cause. The definitions contained in the definitions Article of this Agreement are applicable to this Article.

Section 29.02. When MSFC is proposing an adverse action, the employee will be given a detailed written notice of the specific charges on which the action is based. This notice will be issued at least thirty (30) days prior to the effective date of the action unless an exception is authorized by law or regulation.

Section 29.03. An AFGE representative will be given an opportunity to be present at any examination in connection with an investigation if the employee requests representation, the employee is in the bargaining unit, and the employee may reasonably believe that disciplinary action may result from the investigation. If the employee requests representation, AFGE will make a representative available within a reasonable period of time.

Section 29.04. The right to have an AFGE representative present does not extend to informal day-to-day discussions between supervisors or management representatives and employees. If there is a disagreement on whether the employee has a right to an AFGE representative at a specific meeting in accordance with 5 USC 7114 (A) (2) (a), the issue may be referred to the Labor Relations Office by AFGE or the supervisor to attempt to resolve the matter.

Section 29.05. If an action is to be taken against an employee and the procedure for taking action requires prior written notice, this prior notice will inform the employee of the right to:

- a. Obtain an AFGE representative if the employee uses the negotiated grievance procedure;
- b. Obtain a representative of the employee's own choosing if the employee is entitled to pursue an appeal outside the scope of the negotiated grievance procedure;
- c. Review the material (accompanied by the employee's representative if the employee so desires) used as a basis for initiating the adverse action; and
- d. Answer the proposal and submit affidavits or other material in support of the employee's answer.

The appropriate deciding official will carefully consider the employee's answer and inform the

employee (with a copy of the decision sent to the employee's representative, if any) on or before the effective date of any formal action.

An employee will be given reasonable official time but the minimum time necessary for reviewing the material relied on by MSFC to support the reasons for the action, for answering the notice, and for furnishing affidavits in support of the answer. Additional time may be granted by the employee's supervisor if, in the supervisor's opinion, the circumstances of a particular case require the additional time.

Section 29.06. Prior to issuing a written reprimand, the supervisor will have a discussion with the employee to advise him/her of the reasons for considering the action and the employee will be permitted to present his/her side of the case. The employee will be entitled to be represented by AFGE at this meeting.

Section 29.07. When action is taken by MSFC against a unit employee who has designated AFGE as his or her representative, a copy of the action will be mailed to AFGE within one workday.

Section 29.08. In any situation in which an employee elects to be represented, identification of the representative will be reduced to writing. Copies of all MSFC correspondence will be furnished to the designated representative.

Section 29.09. An employee will be advised as part of any disciplinary proceeding of the appeal process available to contest the action taken.

Section 29.10. Normally, only one AFGE representative will be on official time to participate in an employee's adverse action appeal hearing.

Section 29.11. When an employee has designated AFGE as the representative, MSFC may contact the representative or provide documents or information directly to the representative without providing the initial information or documents to the employee. The designated representative will be considered to be speaking on behalf of the employee.

Section 29.12. After completion of an investigation (as determined by MSFC), MSFC will normally make a decision within 90 days whether or not to initiate disciplinary or adverse action.

Section 29.13. MSFC will distribute a memorandum, on an annual basis, to unit employees describing union representation rights. MSFC will also inform new unit employees of union representation rights in new employee orientation sessions.

### **Article 30 - Actions Based on Unacceptable Performance**

Section 30.01. In accordance with appropriate law and regulations, MSFC may remove an employee or reduce the grade of an employee at any time. This process consists of the following steps:

- a. Giving the employee an opportunity to demonstrate acceptable performance;
- b. Issuing a notice of proposed action to the employee; and
- c. Issuing the final decision.

Section 30.02. To accomplish the first step, an employee will be given a reasonable opportunity to demonstrate acceptable performance. This will normally be a 60-day period. This opportunity to demonstrate successful performance may be initiated during a progress review.

Section 30.03. To accomplish the second step, an employee whose reduction in grade or

removal is proposed is entitled to an advance notice of 30 calendar days. At the option of MSFC, this period may be extended for an additional 30 days if unusual circumstances require additional time. This written notice will include the following:

- a. The specific action proposed;
- b. Specific instances of unacceptable performance on which the proposed action is based;
- c. The critical elements of the employee's position involved in each instance of unacceptable performance;
- d. A statement that the employee may be represented by AFGE;
- e. Notification that the employee will have 10 calendar days from the date of receipt of the proposal to answer orally and in writing; and
- f. Notice of where and to whom to present the response.

Section 30.04. To accomplish step three, a written decision to retain, reduce in grade or remove an employee must be made within 30 calendar days after the notice period has expired. The decision to remove or reduce an employee's grade may be based only on those instances of unacceptable performance by the employee which occurred during the period ending on the date of the notice. The decision letter must include:

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

Section 30.05. This section does not apply to an employee serving a probationary or trial period under an initial appointment or an employee who has not completed one year of current continuous employment under other than a temporary appointment limited to one year or less.

Section 30.06. If an employee is reduced in grade or removed, he/she may appeal to the Merit Systems Protection Board, or file a grievance in accordance with the negotiated grievance procedure. An employee may not use both procedures. If the grievance procedure is used, the grievance must be submitted within 10 workdays from the date of the decision.

Section 30.07. Upon request, AFGE shall be furnished all information within MSFC's possession which is necessary and relevant to the Union's representational responsibilities.

## **Article 31 - Reduction in Force**

Section 31.01. A reduction in force occurs when the MSFC releases an employee from his/her competitive level by separation, demotion, furlough for more than 30 days, reassignment involving displacement, lack of work or funds, insufficient personnel ceiling, reorganization causing separation, or the need to make a position for a person exercising re-employment or restoration rights.

Section 31.02. It is mutually agreed that the AFGE is entitled to advance notice of any reduction-in-force actions which may involve the separation, demotion, furlough, or displacement of one or more unit employees and consultation on the methods, procedures, and criteria to be used in effectuating a reduction in force that are not contained in this Article, and consultations on the anticipated impact on the bargaining unit as a result of the reduction-in-force decision.

Section 31.03. In furtherance of the above understanding, it is agreed that:

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

Section 31.04. The MSFC agrees that the reduction-in-force procedures used will be in accordance with this Article and those prescribed by the applicable laws and regulations, which provide relative retention preference based on tenure, veteran's preference, length of service and performance ratings.

Section 31.05. The MSFC agrees that every reasonable effort will be made to fill existing personnel vacancies, with qualified employees who are being affected by the reduction in force.

Section 31.06. After the reduction-in-force notices have been issued, and prior to the effective date of these actions, it is agreed that AFGE shall be allowed to bring to the attention of the Employee Services and Operations Manager or his representative those reduction-in-force decisions which AFGE believes to be improper or in error and the reasons for that belief. The Employee Services and Operations Manager or his representative will review the case presented by AFGE and if it has merit based on the relevant employment records, qualification standards, and regulations, actions will be taken, as appropriate, to correct the error. AFGE will be informed of the final determination.

Section 31.07. Any career or career-conditional employee who is separated because of a reduction in force will be placed on the Re-employment Priority List in accordance with applicable rules and regulations, and these employees shall be given preference in inverse order for rehiring in temporary and permanent positions for which qualified. Any separated employee subsequently reemployed at a lower grade shall be given priority consideration for repromotion in accordance with [Article 25](#). Employees demoted through reduction in force are entitled to special consideration

for repromotion in accordance with [Article 25](#).

Section 31.08. If unit employees are separated in a reduction in force, the MSFC will operate an outplacement program to assist them in finding other employment. The MSFC will obtain from the appropriate State Employment Service information on current training programs sponsored by the state and/or Federal Government for which affected employees may be eligible. The AFGE may assist the MSFC in these endeavors.

Section 31.09. The MSFC will notify AFGE of any proposed changes in the competitive areas and will consult with AFGE on the anticipated impact of these changes.

Section 31.10. To minimize adverse effects upon employees, the MSFC agrees to take into consideration anticipated attrition in establishing the number of positions to be abolished in a reduction in force.

Section 31.11. Unit employees affected by reduction-in-force actions have the right to review regulations, retention registers, competitive level records, position descriptions, and other records pertinent to the action. In reviewing reduction-in-force records, the employee may, if he/she wishes, be assisted by an AFGE representative. The employee and his/her representative will be given a reasonable amount of official time for this purpose in accordance with [Article 8](#).

## **Article 32 - Competitive Levels**

Section 32.01. MSFC will place unit employees in proper competitive levels as defined by regulations issued by the Office of Personnel Management.

Section 32.02. Competitive levels for each grade will consist of all jobs that are so similar in all important respects, i.e., duties, responsibilities, knowledge required, skills, abilities, and aptitudes, that employees may be moved from one position in the competitive level to another without significant training and without unduly interrupting the work program.

Section 32.03. Competitive level assignments may change as a result of reassignment, change of title or series, change in supervisory status, change in grade, or any other action which serves to affect the interchangeability of the employee's position with other positions in the Center.

Section 32.04. If AFGE believes the competitive level(s) of any employee or group of employees is/are improperly assigned, AFGE will review the competitive level with the MSFC.

Section 32.05. MSFC will consult with AFGE when a competitive level review results in moving 10 positions in a competitive level.

## **Article 33 - Within-Grade Increases**

Section 33.01. An employee paid at less than step 10 of the grade of his or her position shall be advanced in pay to the next higher step of that grade upon meeting the following three requirements:

- a. The employee must have completed the required waiting period for advancement to the next higher step of the grade of his or her position;
- b. The employee must not have received an equivalent increase during the waiting period; and

- c. The employee's performance must be at an acceptable level of competence.

Section 33.02. An employee whose current performance rating is less than successful is not performing at an acceptable level of competence and will not be granted a within-grade increase.

Section 33.03. When an employee has a rating under the Employee Performance Communication System, the decision to grant or withhold a within-grade increase must be supported by the employee's most recent appraisal. If the most recent appraisal does not support the decision, there must be a written statement setting forth the reasons for granting or withholding the within-grade increase.

Section 33.04. If an employee has not received performance requirements and critical elements and it appears that the employee may not be performing at an acceptable level of competence, the employee shall be advised of his/her performance requirements and critical elements at least 30 days prior to the end of the waiting period so that a timely acceptable level of competence determination can be made.

Section 33.05. If an employee has not been advised of his/her performance requirements and critical elements at least 30 days prior to the end of the waiting period and is not performing at an acceptable level of competence, the acceptable level of competence determination shall be postponed for 90 days. At the time the employee is advised of the postponement, he/she will also be advised of the performance requirements which must be met for performance at an acceptable level of competence. If at the end of the period the employee is performing at an acceptable level of competence, the within-grade increase will be retroactive to the original due date. If a determination is made that the employee is not performing at an acceptable level of competence, the procedures in [Section 33.07](#) for denying a within-grade increase shall be followed.

Section 33.06. As soon as possible after the end of a waiting period, the employee shall be advised in writing as to whether the within-grade increase will be granted.

Section 33.07. When it is determined that an employee is performing below an acceptable level of competence, he or she shall be given a written notice after completion of the waiting period. The notice will include:

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

Section 33.08. An employee may submit a written request for reconsideration. The employee may present written reasons to the reviewing official for granting the increase. An employee may be accompanied by an AFGE representative. The reconsideration will be made by the next organizational level above the official making the original determination. The decision on this request will be made within 10 working days after the reviewing official received the request.

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

Section 33.09. An employee who receives a negative decision upon reconsideration may initiate a grievance under the negotiated grievance procedure. This grievance must be submitted within 10 workdays after the date of the negative determination. If a grievance is filed, the employee is entitled to self-representation or union representation.

Section 33.10. When a negative determination is changed either after reconsideration or after a grievance has been filed, the change supersedes any previous negative determination. The effective date of the within-grade increase for which the employee becomes eligible is the date on which the within-grade increase otherwise became due.

Section 33.11. When a determination is made that an employee's work is not at an acceptable level of competence and this determination is final, either because the employee has not filed a grievance or because the grievance procedure has been exhausted, the Center Director, or his designee, will make a new determination when the employee has demonstrated sustained performance at an acceptable level of competence but no more than 52 weeks after the end of the waiting period to which the negative determination applied. If the new determination is favorable to the employee, the effective date of the within-grade increase for which the employee is eligible is the first day of the first pay period that begins on or after the date of the new determination. If the determination is again negative, the employee is entitled to the notice, the right to reconsideration and the right to grieve as outlined in this Article.

## **Article 34 - Environmental/Hazard Differential Pay**

Section 34.01. MSFC will authorize hazard differential pay for General Schedule unit employees in accordance with applicable laws and regulations.

Section 34.02. When unit employees are assigned work and environmental/hazard differential is authorized, the employee's supervisor will, whenever possible, advise the employees.

Section 34.03. The Union may bring apparent hazardous working conditions to the attention of the Employee Services and Operations Office for a determination as to whether environmental/hazard differential pay should be authorized for work performed under these conditions. After the determination is made, MSFC will arrange for a meeting to discuss the findings supporting the determination.

Section 34.04. The Schedule of Pay differentials will be based on the criteria established by the Office of Personnel Management and NASA.

Section 34.05. MSFC will ensure that the Schedule is maintained and will ensure wide publication and dissemination of the Schedule. A copy will be made available to the Union.

Section 34.06. Membership on any committee appointed by the Center Director for the purpose of making recommendations concerning the application of regulations governing awarding of premium pay for performance of hazardous duty will include an AFGE representative as an equal member designated by the President of AFGE Local 3434.

## **Article 35 - Employee-Supervisor Relationship**

Section 35.01. Each employee is entitled to know who his or her supervisor is and shall have direct access to his/her supervisor at a time convenient to both the employee and the supervisor.

Section 35.02. Under normal circumstances, employees shall not be required to report to more

than one (1) supervisor. If a higher ranking member of management gives orders or directions directly to an employee without the knowledge of the employee's supervisor and those orders or directions conflict with the employee's current instructions, the employee should make that conflict known to the higher ranking member of management who will then discuss the assignment with the employee's supervisor to resolve the conflict. If an employee is given multiple tasks to perform, the supervisor will establish task priorities upon request by the employee.

Section 35.03. AFGE may bring a complaint about a supervisor to the attention of the Labor Relations Officer at any time. In this situation, the Union's ideas will be solicited and any ideas offered by the Union President, or designee, will be considered. Conversely, a supervisor may discuss a complaint concerning an employee with the Labor Relations Office.

Section 35.04. Counseling sessions should be in private.

## **Article 36 - Employee Welfare**

Section 36.01. Employee medical services may be discussed annually with MSFC representatives at the request of the Union President. Discussions will be periodically held to promote improvements in services available to unit employees. While not limited in any way, these meetings may include discussion of employee treatment programs on alcohol and drug abuse.

Section 36.02. Regarding alcoholism, drug abuse, or mental health questions, a professional medical opinion will be considered in determining an employee's fitness for duty. When these cases arise, all parties will adhere to applicable rules and regulations.

Section 36.03. Prior to the annual meeting between the Senior Military Representative, or designee, of Redstone Arsenal and the MSFC Director, or designee, to discuss the Army/NASA Agreement, AFGE may make its views and recommendations known to the Center Director for his consideration and discussion with U.S. Army officials.

Section 36.04. MSFC shall provide AFGE a copy of the minutes from the monthly meetings of the NASA Exchange - MSFC Branch Council. Upon request by AFGE, a meeting with the Chairperson of the Council will be arranged to discuss the minutes.

Once each quarter AFGE may, upon request, meet with the Exchange Supervisor to present its viewpoint concerning the activities of the Council.

Section 36.05. Upon request, AFGE may review the financial statements of the Exchange Council.

Section 36.06. MSFC will furnish AFGE with any scheduled changes in MSFC cafeteria services and food prices.

## **Article 37 - Smoking**

Section 37.01. Smoking shall be prohibited in all MSFC-owned buildings (both local and remote sites), all taxicabs, all MSFC administrative vehicles, administrative aircraft, and outside any building/work area where there is an inherent risk of fire or explosion in accordance with MPD 1800.1. For the purpose of this Article, "administrative vehicles" are passenger-carrying motor vehicles and general purpose vehicles as defined in MPR6700.1. This Article does not authorize smoking in or around any MSFC-vehicle where there are safety prohibitions against smoking.

Section 37.02. AFGE unit employees desiring to smoke will be permitted to leave their worksites and go outside their respective buildings to smoke. However, it is understood and

agreed that smokers will keep their absences from the worksite for this purpose to a minimum and that work assignments take priority over such absences.

Section 37.03. MSFC agrees to make a reasonable effort to provide reasonable protection for smokers from the weather at any MSFC-owned building in which 15 or more bargaining unit employees are permanently assigned. In the event an expenditure of funds is required to provide such protection (i.e., overhead cover), the parties understand and agree that MSFC will accommodate smokers in the most cost effective manner. The parties further agree that any building modifications necessary to provide such protection will be accomplished as soon as practicable, subject to factors such as safety, budgetary considerations and schedule priorities.

Section 37.04. MSFC will continue to offer smoking cessation classes for AFGE unit employees at no cost to the employees.

## **Article 38 - Work Environment**

Section 38.01. Recognizing that an employee's productivity and morale can be affected by the work environment, MSFC will, commensurate with job requirements, provide adequate space and a safe, sanitary working environment for performance of assigned duties. When an employee and the Union feel that an employee's work environment is not adequate, the situation may be brought to the attention of the Labor Relations Office for discussion and resolution with the Union.

Section 38.02. MSFC will provide a working area with proper light, heat, air conditioning or ventilation consistent with Government efforts to conserve energy. Work areas will be cleaned as required by custodial contract. Complaints from employees on any topic in this Section will be considered and MSFC will take any action it considers appropriate.

Section 38.03. If heating, cooling, ventilation, or lighting equipment becomes inoperable, and the Medical Center and Safety Office jointly determine that the work environment poses an undue hazard to the health or safety of any employee(s) assigned to work in the affected area, MSFC will take action to temporarily assign these employee(s) to another work area, or grant administrative leave, until the situation is corrected to the satisfaction of the Medical Center and the Safety Office.

Section 38.04. The Employer will permit rest periods during the daily tour of duty when MSFC determines they are required to produce the following results:

- a. Protection of an employee's health through relief from hazardous work or work requiring continual and/or considerable physical exertion.
- b. Reducing the accident rate by removing potential of fatigue.
- c. Working in confined spaces or in areas where normal personal activities are restricted.
- d. Increasing or maintaining high quality and/or quantity production traceable to the rest period.

Section 38.05. A rest period may not exceed fifteen (15) minutes during each four (4) hours of continuous work. If the period from the beginning of the daily tour to the luncheon period is less than four (4) hours, a rest period will normally not be permitted. A rest period may not be a continuation of the lunch period. A rest period may not be granted where none of the criteria listed above are applicable.

Section 38.06. If time is required for personal clean up and storage of tools and equipment, each organizational element may allow up to fifteen minutes for these purposes. Exceptions to this normal time may be made when necessary.

## **Article 39 - Safety and Health**

Section 39.01. MSFC agrees to provide a safe and healthy working environment in accordance with applicable laws and regulations.

## **Article 40 - Training and Employee Development**

Section 40.01. Within the requirements of all applicable laws and regulations, MSFC will provide unit employees with training and development opportunities to assist the employee in working effectively, attaining career objectives, and accomplishing the mission of MSFC and NASA. Training opportunities will be based on the interest of NASA and the employee. Training will not be offered solely to benefit the employee. When training is denied, the employee and the supervisor will work together to reschedule the training when practicable and appropriate.

Section 40.02. Within the authority and limitations of applicable laws and regulations, special emphasis will be given to training employees when the training would qualify employees for other positions if they are displaced.

Section 40.03. Training opportunities will be offered without regard to race, color, religion, age, sex, national origin, or handicapping condition.

Section 40.04. When prior knowledge is available regarding changes in function, organization or mission of MSFC, MSFC will plan for retraining of employees when practical and appropriate. Training agreements with the Office of Personnel Management will be used to assist employees in obtaining work where their services can be utilized.

Section 40.05. MSFC will bargain with AFGE to the extent required by 5 USC Chapter 71 prior to establishing or implementing employee development policies affecting the AFGE unit.

Section 40.06. Employees will be offered career counseling services (including information on upward mobility programs) on a voluntary basis. An employee interested in this service should contact the appropriate Human Resources Specialist.

Section 40.07. When MSFC approves an employee's training request for training related to his/her official MSFC-assigned duties, the employee will be provided the appropriate time, per diem and approved travel allowances to attend the training.

Section 40.08. Training for AFGE Representatives

- a. MSFC agrees that administrative leave will be granted in accordance with applicable regulations to an AFGE representative to attend training provided by AFGE relating to matters within the scope of 5 USC Chapter 71 and of mutual concern to MSFC and the employee in his/her capacity as an AFGE representative. The amount of time granted under this Section will not exceed a total of 30 workdays per year nor more than 24 hours per year for the AFGE President and 8 hours per year for any other AFGE representative.
- b. MSFC agrees that administrative leave will be granted in accordance with applicable regulations for AFGE representatives to attend training related to representational duties when MSFC determines that the training is primarily in the interest of the Government. The amount of time granted will not exceed a total of 20 workdays per year nor more than a total of 24 hours per year for the AFGE President and 8 hours per year for any other AFGE Representative.

- c. To obtain approval for administrative leave under either paragraph a or b above, the AFGE President must submit a written request to the Labor Relations Office at least five (5) workdays in advance of the scheduled training. This request must specify the sponsor of the program/training; the location, date and hours of the training; and the name(s) of the AFGE representative(s) that AFGE desires to attend the program/training.

## **Article 41 - Incentive Awards**

Section 41.01. The parties recognize the significance of, and the benefits to be derived from, an Incentive Awards Program. The program should be designed to encourage employees to participate in improving the efficiency and economy of the Government operations.

Section 41.02. The MSFC Incentive Awards Program will be conducted in accordance with applicable regulations.

Section 41.03. MSFC will bargain with AFGE to the extent required by 5 USC Chapter 71 prior to making changes affecting the AFGE bargaining unit in the Incentive Awards Program.

Section 41.04. AFGE may submit recommendations for changes to the Incentive Awards Program. Such recommendations will be submitted in writing to the Labor Relations Office who will discuss the recommendations with the Incentive Awards staff. Upon request, a meeting will be scheduled between AFGE and appropriate MSFC personnel to permit AFGE to support its recommendations.

## **Article 42 - Equal Employment Opportunity**

Section 42.01. The parties agree to assure equal opportunity in employment matters for all qualified individuals. Discrimination on the basis of race, color, religion, age, sex, national origin, handicapping condition or marital status is prohibited by applicable law or regulation.

Section 42.02. MSFC will publish and disseminate an Equal Employment Opportunity (EEO) Affirmative Action Plan in compliance with Public Law 92-261 and Executive Order 11478. The Union will be consulted and may submit proposed changes to this plan.

Section 42.03. A unit employee experiencing difficulties which he or she believes violates a right to equal employment opportunity may be represented by AFGE Local 3434.

Section 42.04. AFGE will designate unit members who may be considered for assignment to any formal committee established to advise the EEO Office on EEO activities.

Section 42.05. In accordance with regulations issued by the Equal Employment Opportunity Commission, AFGE and MSFC agree that employees will be offered a workplace free of sexual harassment.

## **Article 43 - Contracting**

Section 43.01. The parties recognize that MSFC has the authority and responsibility to make determinations regarding contracting out of work.

Section 43.02. MSFC agrees that contracting out of work affecting unit employees will be in accordance with applicable laws and regulations.

Section 43.03. MSFC will bargain with AFGE to the extent required by 5 USC Chapter 71

whenever a decision on contracting out will displace or result in an adverse action affecting employees in the AFGE bargaining unit.

Section 43.04. Upon written request to the Labor Relations Office, MSFC will provide information required by 5 USC 7114 (b) (4) to AFGE when unit employees are displaced or receive an adverse action notice as a result of a decision by MSFC to contract out work.

## **Article 44 - Parking and Traffic**

Section 44.01. Parking facilities will be provided in the lot nearest the employee's worksite whenever practical. MSFC will provide free parking spaces without cost unless otherwise required by future rules and regulations.

Section 44.02. Reserved parking spaces will be limited in accordance with applicable regulations.

Section 44.03. Reserved carpool parking will be assigned in accordance with applicable regulations.

Section 44.04. MSFC will provide two spaces in the Building 4202 parking lot for AFGE.

Section 44.05. MSFC will provide a reserved parking space for the AFGE President and Vice President at their respective worksites.

Section 44.06. MSFC will periodically review all reserved parking and remove numbers or spaces which are not assigned.

Section 44.07. All AFGE officers and stewards will be authorized to use visitors parking spaces for representational activities conducted away from their individual worksites, with the exception of the visitors parking lot at the southwest corner of Building 4200.

## **Article 45 - Furloughs**

Section 45.01. MSFC agrees to bargain with AFGE in accordance with 5 USC Chapter 71 on furloughs affecting unit employees.

## **Article 46 - Communications**

Section 46.01. MSFC agrees to provide bulletin board space for AFGE on existing Union bulletin boards. Upon request, AFGE will be provided bulletin board space on the ground floor in any new permanent MSFC building housing at least 25 unit employees, including Building 4203. It is understood that these boards will be used for posting any information about AFGE and AFGE activities of interest to unit members. AFGE will be responsible for posting and removing material and for maintaining its bulletin board space in an orderly condition.

Section 46.02. MSFC will publish in the Marshall Star notices or other appropriate news items of general interest which AFGE may present, subject to editorial review and space availability. It is agreed that any editing will not change the substance or emphasis of the item presented by AFGE. MSFC will consider topics proposed by AFGE for coverage in the Personnel Newsletter.

Section 46.03. MSFC agrees to put AFGE on current and regular distribution for NASA and Center policies, procedures, manuals, and regulations that affect its bargaining unit along with Competitive Placement Plan vacancy announcements pertaining to positions within the AFGE

bargaining unit.

Section 46.04. The MSFC Telephone Directory will carry the following listing for AFGE in the classified section:

Labor Organizations AFGE, Local 3434, Building No. 4471, Phone No. 544-7500

AFGE See "Labor Organizations"

## **Article 47 - Duration, Changes, Limitations, and Effective Date of**

Section 47.01. This Agreement and any amendments will remain in effect for three (3) years from the effective date. It will be automatically renewed on a yearly basis after the initial three year period has expired unless action has been taken to modify it in accordance with Section 48.03.

Section 47.02. AFGE and MSFC recognize that amendments to this Agreement may be required because of changes in applicable laws, rules, regulations, or policies issued by higher authority after the effective date of this Agreement.

Section 47.03. If either party desires to modify this Agreement, it must submit the proposed modifications to the other party at least sixty days but not more than ninety days prior to the expiration date of the Agreement. If either party makes such a proposal, the terms and conditions of employment established by this Agreement will remain in effect until the effective date of the new Agreement, even though this Agreement will expire at the end of its three-year duration.

Section 47.04. AFGE and MSFC can mutually decide to amend this Agreement at any time to correct recognized problems. Any amendments to this Agreement made under this provision will be changed on the web site containing the agreement. The amendment will become effective when approved by the NASA Administrator or his designee.

Section 47.05. This Agreement will terminate if AFGE ceases to be the exclusive representative of MSFC employees.