

**Agreement between the  
Goddard Space Flight Center (GSFC)  
&  
Goddard Engineers, Scientists  
& Technicians Association (GESTA),  
IFPTE Local 29 (AFL-CIO/CLC)**

**A.K.A.  
GSFC-GESTA Collective Bargaining Agreement  
(CBA)**

Revised August 7, 2007  
Printed 4/26/2010

# **GSFC-GESTA Collective Bargaining Agreement**

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## **Preamble**

The following Agreement is entered into between the Goddard Space Flight Center (GSFC), NASA, hereinafter referred to as "Management" and the Goddard Engineers, Scientists and Technicians Association, Local 29, IFPTE, AFL-CIO/CLC, herein referred to as "GESTA," on behalf of the Units described in Article 1 of this Agreement.

It is the purpose of this Agreement to prescribe certain rights and obligations of the employees covered by this Agreement and to establish procedures which are designed to meet the special requirements and needs of the GSFC.

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

## **Article 1 - Recognition and Unit Descriptions**

Management recognizes GESTA as the exclusive representative of the Units of employees described in the Federal Labor Relations Authority's [Certification of Representation](#)\* as follows:

1. Unit description for Professional Engineers and Scientists (Case No. 3-RO-83, dated February 25, 1981) -

Included: All professional engineers and scientists classified in NASA Class Codes 200 and 700 employed by the National Aeronautics and Space Administration (NASA), Goddard Space Flight Center (GSFC), Greenbelt, Maryland.

Excluded: All non-professional employees; Management officials; supervisors; employees described in Title 5 United States Code 7112(b)(2), (3), (4), (6) and (7); and temporary employees with appointments of less than 180 days.

2. Unit description for Technicians (Case No. 3-RO-50002, dated December 21, 1984) -

Included: All technicians classified in NASA Class Code 300 employed by the NASA Goddard Space Flight Center, Greenbelt, Maryland.

Excluded: All professional employees; Management officials; supervisors; employees described in Title 5 United States Code 7112(b)(2), (3), (4), (6), and (7); student trainees; and temporary employees with appointments of less than 180 days.

## **Article 2 Regulatory Requirements**

**SECTION 2.01** In the administration of all matters covered by this Agreement, the parties to this Agreement are governed by existing or future laws and existing regulations of appropriate authorities, including policies set forth by the Office of Personnel Management; by published NASA policies and regulations in existence at the time this Agreement was approved; and by subsequently published NASA regulations and subsequent regulations of appropriate authorities either of which involves implementing Section 2302 of Title 5 United States Code (Civil Service Reform Act of 1978 - Prohibited Personnel Practices).

**SECTION 2.02** Future Government-wide regulations of appropriate authorities which do not conflict with provisions of this Agreement shall be applicable automatically upon the effective date of each regulation.

## **Article 3 Management Rights**

**SECTION 3.01** Subject to Section 3.01(b)(5) below, nothing in this Agreement shall affect the authority of any Management official:

- a. to determine the mission, budget, organization, number of employees and internal security practices of the Center; and
- b. in accordance with applicable laws –
  1. to hire, assign, direct, layoff, and retain employees in the Center or to suspend, remove, reduce in grade and pay, or take other disciplinary action against such employees;
  2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Center operations shall be conducted;
  3. with respect to filling positions, to make selections for appointments from -
    - (a) among properly ranked and certified candidates for promotion; or
    - (b) any other appropriate source;
  4. to take whatever actions may be necessary to carry out the Center's mission during emergencies; and
  5. at the election of the agency, to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work; and
- c. Nothing in this Section shall preclude the parties from negotiating:
  1. procedures which Management officials will observe in exercising any authority under this Section; or
  2. appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such Management officials.

**SECTION 3.02** The procedures used in the exercise of Management's retained rights shall be subject to appeal and grievance procedures where prescribed by laws, regulations, and this Agreement.

**SECTION 3.03** In the exercise of the rights set forth under Section 3.01 of this Article, it is recognized by both parties that Management may hold private, informal discussions with individual employees in the Bargaining Units subject to the provisions of this Agreement.

**SECTION 3.04** Management acknowledges that each manager and supervisor will be responsible for observing and implementing, as applicable, all provisions of this Agreement.

**SECTION 3.05** Prior to general public release by the Center, Management agrees to inform GESTA of decisions resulting in changes to the Center's role, mission, or organization when the change will impact the Bargaining Units.



## **Article 4 GESTA Rights and Responsibilities**

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

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

**SECTION 4.03** During the life of this Agreement, Management will communicate to GESTA through its President, or his/her designee. In the event the President is absent and Management is unable to reach a designee, Management may contact the Executive Vice-President as identified by memorandum to be furnished by GESTA upon execution of this Agreement and as later revised by GESTA. At any given time the memorandum last received by Management shall be considered effective until a revised memorandum has been received.

**SECTION 4.04** GESTA has the right to hold meetings with Unit employees during non-duty hours to brief them on the provisions of this Agreement and on other matters of communications. Meetings may be of the entire Unit(s) or of any sub-representational group.

**SECTION 4.05** GESTA acknowledges that each officer and representative will be responsible for observing and implementing, as applicable, all provisions of this Agreement.

## **Article 5 Employee Rights**

**SECTION 5.01** Each Unit employee has the right, freely and without fear of penalty or reprisal, to join or assist the Union or to refrain from any such activity. The freedom of employees to assist GESTA extends to participation in the management of GESTA and acting for GESTA in the capacity of a GESTA representative, including presentation of its views to officials of the Executive Branch, the U. S. Congress, or other appropriate authority. Neither Management nor GESTA shall interfere with, restrain, coerce, or discriminate against any employee because of membership or nonmembership in the Union or in the exercise of rights assured by the Civil Service Reform Act (CSRA). New employees shall be notified at the time of employment of their rights under the CSRA.

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

**SECTION 5.03** Any Unit employee affected by a reduction in force (RIF) or adverse action has the right to representation by the Union in pursuing an appeal of that action.

**SECTION 5.04** Nothing in this Agreement shall be interpreted as requiring an employee to become or remain a member of GESTA or to pay money to GESTA except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

**SECTION 5.05** The parties agree that all the provisions of this Agreement shall be applied fairly and equitably to all Unit employees.

**SECTION 5.06** An employee covered by the terms of this Agreement shall not forfeit any rights or benefits provided under this Agreement while on detail or assignment away from the Center; however, it is understood that employees must conform to the daily operational requirements at the facility or office to which they may be temporarily assigned or detailed.

**SECTION 5.07** Unit employees may visit the Office of Human Resources or the Health Unit when it is necessary to do so during working hours and with prior approval from the immediate supervisor which shall not be unreasonably withheld. Except in cases of immediate need of medical attention, the time of visits to one of the above mentioned offices shall be set by the immediate supervisor based on work requirements. With respect to visits to the Health Unit, the employee shall not be required to disclose the medical problem which necessitates the visit. Supervisors, at their option, may obtain written documentation from the Health Unit certifying the visit and the employee's fitness to return to work.

**SECTION 5.08** Upon request of the Unit employee, all information related to personnel issues disclosed during a visit with authorized Management officials or the Health Unit shall be considered privileged information; however, such information may be revealed to Management when there is a need to know said information in the performance of its responsibilities. Following disclosure of such information, the employee shall be promptly notified in writing of the name to whom the information was disclosed and the date and reasons for the disclosure.

**SECTION 5.09** Both parties recognize that Management has the right and obligation to enter an employee's desk or cabinet if there is a concern about safety or security. However, Management will make every reasonable effort to have the employee present when compelled to enter an employee's desk or cabinet. Management also has the right to enter an employee's desk or cabinet in order to carry out urgent Government business. Such entry shall not be of a routine nature. In the event of an employee's death, every reasonable effort will be made to contact the employee's family for instructions as to the disposition of the employee's personal effects. Upon election by the employee's family, GESTA may be present when the employee's personal effects are removed from the desk/cabinets.

**SECTION 5.10** Employees, individually or collectively, have the right to petition Congress.

## **Article 6 Labor-Management Responsibilities**

**SECTION 6.01** The parties recognize collective bargaining requires the parties to meet at reasonable times to consult and bargain in good faith in an effort to reach an agreement with respect to all personnel policies, practices, or other matters affecting working conditions of employees in the Units. Negotiable issues arising from Articles contained in this Collective Bargaining Agreement will be addressed through the procedural provisions of this Article. The obligation to negotiate change(s) in existing conditions of employment should not operate so as to unreasonably delay necessary changes.

There are three levels of representation specified in the Civil Service Reform Act (CSRA): (1) **Consultation** - discussions that do not have to result in agreement; (2) **Impact and Implementation Bargaining** - bargaining on the implementation procedures and impact on Unit employees as a consequence of Management decisions; and (3) **Bargaining on Substance** - bargaining on all aspects of a proposal.

**SECTION 6.02** The labor-management responsibilities follow this general process. Management will notify GESTA when decisions would have an impact on working conditions of Unit employees or otherwise create a bargaining obligation. When Management receives an instruction or direction from a higher authority affecting the general working conditions or decides on its own initiative to change an existing practice affecting working conditions for areas not covered in this Agreement or takes an action creating a bargaining obligation, Management will notify GESTA in writing. GESTA will be given reasonable time, as described in subsequent Sections of this Article, after receipt of Management's notice to consider Management's proposed change and make an election to consult, to bargain on the impact/implementation, or to bargain on the substance of the proposal as appropriate. GESTA may seek clarifying discussion and may request an extension of the decision due dates, which will not be unreasonably denied. If GESTA fails to act, GESTA will have waived its right to consult or bargain and Management's bargaining obligation is fulfilled. Management will be free to implement the change. The following are procedures that the parties will follow in meeting the intent of the CSRA:

a. Consultation Process

If feasible, Management will notify the Union at least five (5) workdays in advance of changes for which the Union has no bargaining rights. GESTA will enter into consultation by notifying the Labor Relations Officer. Consultation means any dialogue, either oral or written, between Management and GESTA officials on specific issues. Consultation, unlike negotiation, does not involve joint decision making and the consultative process need not necessarily result in agreement between Management and GESTA. Upon request, Management will schedule a meeting with GESTA. If GESTA provides written comments or recommendations prior to implementation, Management will:

1. consider the comments and recommendations; and
2. provide GESTA with a written statement of the reasons for taking the

final action with respect to GESTA's comments or recommendations.

**b. Impact/Implementation Bargaining**

After Management notifies the Union, the Union has seven (7) workdays to request a meeting of Management through notice to the Labor Relations Officer. GESTA will have seven (7) workdays to submit proposals following this meeting or fourteen (14) workdays following the initial notification if no meeting is scheduled. If the parties cannot reach agreement, the parties will follow impasse proceedings through the Federal Mediation and Conciliation Service to the Federal Service Impasses Panel or follow established negotiability procedures of the Federal Labor Relations Authority. Management will not implement the change before the impasse is resolved except where there is a negotiability issue.

**c. Bargaining on Substance**

After Management notifies the Union, the Union has seven (7) workdays to request a meeting of Management through notice to the Labor Relations Officer. GESTA will have ten (10) workdays to submit proposals following this meeting or seventeen (17) workdays following the initial notification if no meeting is scheduled. If the parties cannot reach agreement, the parties will follow the same impasse procedure as defined in Section 6.02b. above unless the parties mutually invoke interest arbitration. If there is a negotiability issue, GESTA may elect to impact bargain while the negotiability issue is being resolved without waiving its right to bargain on substance if the disputed proposal is determined to be negotiable.

**SECTION 6.03** If the Union has not received a response to a request for information within a reasonable time prior to the due date for submission of proposals, as required to perform its representational responsibilities relative to Section 6.02b. or c. of this Article, the Union will be given reasonable time after receipt of the information to submit or modify its initial proposals.

**SECTION 6.04** Nothing in this Article diminishes GESTA's right to address issues through partnership. (See [Appendix D.](#))

## **Article 7 Labor-Management Meetings**

**SECTION 7.01** In order to promote effective labor-management relations and to promote the purpose set out in the Preamble of this Agreement, it is agreed that representatives of the parties to this Agreement will meet on a regular basis as outlined herein to exchange information on matters of mutual concern and interest and to resolve problems relative to the administration of this Agreement and should include, but not be limited to, (1) exchange of information that will help the other party in the fulfillment of its legal and contractual duty and (2) an attempt to resolve mutual problems in the spirit of cooperation.

**SECTION 7.02** A semi-annual meeting shall be held between the President of GESTA and the Center Director. Meetings will be arranged by the Labor Relations Officer and will normally be scheduled for one hour.

**SECTION 7.03** Scheduled meetings will be held on the third Wednesday of each month between the Labor Relations Officer and GESTA 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 the other. Additional meetings may be requested by either party in the event of a matter requiring prompt attention, to include other Management officials as appropriate.

**SECTION 7.04** Upon reasonable request additional labor-management meetings may be arranged to include GESTA Area Vice Presidents and Departmental Representatives and the Directors of or Division Chiefs from their respective areas.

**SECTION 7.05** GESTA attendance at regular labor-management meetings will normally be limited to four (4) representatives. If more than four (4) Management representatives are to attend, GESTA will be entitled to an equal number of representatives.

## **Article 8 Information to GESTA**

**SECTION 8.01** Management agrees to furnish a monthly organizational listing of all employees in the Bargaining Units in both an electronic format and hard copy format. This listing will be by name, building, room number, telephone number, position description number, position title, grade, NASA Class Code, Civil Service series, competitive level number, organizational code and duty station. Individual listings will be provided for the two Units. GESTA assumes total responsibility for the data as provided, and its proper use.

**SECTION 8.02** Management agrees to provide GESTA with one copy of all NASA and GSFC Management Instructions (NMI's and GMI's), Handbooks, and indexes as issued. Management also agrees to provide copies of specific issuances upon request by GESTA.

**SECTION 8.03** Management agrees to provide GESTA with the following information (items a. thru e. will be provided upon request by GESTA):

- a. Current workforce ceiling for the Center and each Directorate.
- b. A listing of Unit employees who are, or who have been, on official detail for over thirty (30) days. This listing will contain the employee's name, organization codes (from/to), the effective date of the detail and the not to exceed (NTE) date.
- c. A statistical report of Unit employees who have completed GSFC sponsored or paid training. This report will contain the employee's name, organization code, and course title or type of training provided. GESTA may arrange with the Labor Relations Officer to review material describing GSFC training programs and training available to Unit employees.
- d. A current listing of assigned reserved parking spaces.
- e. An annual report on Center overtime usage. The report will be itemized to division, office, and laboratory code designations and specify the number of overtime hours for each.
- f. GESTA will be provided notification of all directorate-based peer award programs. Management agrees to provide an annual list, by directorate, of Unit employees who have received an incentive award (except suggestion awards) and the distribution of the award amounts. Also, GESTA will be provided an annual listing of Quality Step Increases received by Unit employees.
- g. A quarterly statistical report on adverse/performance based actions and within-grade increase denials issued to Unit employees. This report will be by Division and include the date and type of action.
- h. A quarterly statistical report on leave restrictions processed through the Office of Human Resources issued to Bargaining Unit employees. This report will be by Division and will include the date of issuance.

**SECTION 8.04** GESTA shall be provided information appropriate under Title 5 United States Code (USC), Section 7114(b)(4) and also shall be afforded the right to review

personnel records of Unit employees where appropriate under the Privacy Act and implementing regulations. Such information will be made available within a reasonable time, normally not to exceed ten (10) workdays, following the request. Additional time may be allowed by mutual agreement, but in no event will the information be provided later than is necessary to permit the Union to perform its representational duties.

**SECTION 8.05** Management agrees to permit GESTA to review and copy new or revised directives or regulations received by Management concerning matters that may affect Unit employees.

**SECTION 8.06** With the exception of correspondence with the Federal Labor Relations Authority, Management agrees to provide GESTA a copy of all Freedom of Information Act requests for information originating from sources external to NASA, and replies thereto, concerning GESTA activities.

**SECTION 8.07** When a reorganization or physical move is determined, Management will furnish GESTA with a list of Unit employees in the existing organizations involved and the changes to those organizations. This listing will be made available as soon as practical, but not later than ten (10) workdays before such reorganization or physical move. This listing will include a description of each physical move.

**SECTION 8.08** In accordance with Title 5 USC, Section 7114(b)(4) and subject to the provisions of the Privacy Act, the GESTA President or his/her designee, upon request, shall be given the opportunity to review the merit promotion file and any and all pertinent documentation for any competition to fill positions within the Units.

**SECTION 8.09** Management agrees to provide GESTA notification of scheduled major facility construction/renovation projects fifteen (15) days in advance, where possible, for areas affecting Unit employees' work sites and, upon request, shall grant GESTA access to a summary schedule for said construction/renovation.



## **Article 9 GESTA Representation**

**SECTION 9.01** The parties agree to deal with authorized representatives of the other party in good faith and in a manner that encourages good labor relations. It is recognized that the parties are free to express themselves concerning the development and administration of personnel policies, procedures, and working conditions affecting employees within the Units. Management will not interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Title VII of the Civil Service Reform Act (CSRA) or this Agreement.

**SECTION 9.02** The parties agree that GESTA may designate a reasonable number of departmental representatives and assign them areas in proximity to their place of work. The number of GESTA representatives shall be sufficient to assure that each employee within the Units has reasonable access to a GESTA representative. It is further agreed that no more than one departmental representative will be from a branch or equivalent organizational component at the same time.

**SECTION 9.03** GESTA agrees to maintain with Management, on a current basis, a complete list of all elected officers and departmental representatives, together with the specific organizational component or area in which each representative is authorized to act on behalf of GESTA.

**SECTION 9.04** GESTA agrees that each GESTA departmental representative shall normally restrict his/her GESTA representational activities to the specific work area or organizational component in which authorized by GESTA to act on its behalf.

**SECTION 9.05** Reasonable time during work hours shall be provided, without charge to leave or loss of pay, to permit officers and representatives of GESTA to perform representational functions on behalf of Unit employees, which may also occur in the Union office, as authorized by the CSRA and the provisions of this Agreement. The activities for which official time is authorized shall include attending meetings with representatives of the Center, preparing comments on new or revised Center personnel policies and conferring with Unit employees on matters directly related to the administration of this Agreement; complaints and grievances within the Units, including performance appraisal representation; and preparation time for collective bargaining. GESTA agrees to guard against the use of excessive time for such activities and to assure that all GESTA officials and representatives engage only in those activities on official time which are authorized by this Agreement and the CSRA.

**SECTION 9.06** To perform the activities specified in Section 9.05 of this Article, it is agreed that GESTA representatives shall be authorized to leave their work areas only with their supervisor's consent, which should not be unreasonably withheld. It is agreed that the GESTA representative must inform his/her supervisor of the estimated time needed for the representational activity. It is understood that such requests for the use of official time shall be considered in light of the GESTA representative's

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

**SECTION 9.07** In the event that it is decided to change any GESTA officer's or representative's work area or organizational component, work assignment, work shift, workweek, or tour of duty, Management shall, unless the working conditions preclude it, give the officer or representative concerned ten (10) workdays notice prior to the effective date of such change. The reasons for effecting the change shall be described, upon request, in writing to the GESTA officer or representative involved.

**SECTION 9.08** Internal Union business shall not be conducted when an employee is otherwise in a duty status unless he/she is on approved leave.

**SECTION 9.09** Official work time spent by GESTA officers and representatives in performing representational activities shall be charged in accordance with the current instructions and job order numbers in effect at the time.

**SECTION 9.10** GESTA officers and departmental representatives will be granted excused absence to receive information, briefings, or orientation not sponsored by Management but which relates to matters of mutual concern and benefit to the parties. Requests for use of this excused absence will be submitted to the Labor Relations Officer for consideration on a case by case basis. GESTA bears the responsibility for showing in what way the representative's participation in the meeting, seminar or conference will have the required benefit to the Center. Approval of excused absence will be contingent on Management's determination that the GESTA representative can be spared from his/her official job assignment.

**SECTION 9.11** GESTA may provide training to its departmental representatives covering administration of this Agreement on duty time not to exceed eight (8) hours per representative for a total of 120 hours for each year of this Agreement; or, if supervisors are provided training in excess of this amount, GESTA departmental representatives will be provided training time equal to that provided to supervisors. Management agrees that the training program may be initiated by GESTA within 60 days after the effective date of this Agreement.

**SECTION 9.12** The Labor Relations Officer will, upon request, make necessary arrangements for authorized local and national representatives of the International Federation of Professional and Technical Engineers (IFPTE) to visit the Center at reasonable times, subject to applicable security regulations, on appropriate business

such as:

- a. scheduled meeting with Management officials;
- b. to assist in the preparation and presentation of grievances;
- c. to meet with an employee at the employee's request; or
- d. to accomplish special administrative assignments for GESTA in its relationship with the Bargaining Units. Such representatives shall make arrangements through the Labor Relations Officer.

**SECTION 9.13** Management shall provide GESTA with 450 - 600 square feet of secured office space as well as basic office and conference room furnishings to include a personal computer with communications, commercial office software and a laser printer. GESTA will be responsible for providing their own office supplies. Management also agrees to list the GESTA office on the building directory and to provide an office identification plate(s) to be placed outside the GESTA office.

**SECTION 9.14** Management will provide GESTA with a facsimile machine standard to Goddard and an analog phone line. GESTA will be provided two (2) additional telephone lines and phones, one of which will be a voice/data line and one which will have speaker phone capability. GESTA will be assigned a phone mail account. Management will provide a CNE connection and a TV connection to NASCOM, if possible, in the GESTA office.

**SECTION 9.15** Management will provide maintenance for equipment specified in Sections 9.13 and 9.14 of this Article. GESTA will have property responsibility for all equipment assigned to the GESTA office. All facilities, equipment, and services provided to GESTA will be maintained in accordance with Center policies and will be used for representational purposes only.

## **Article 10 Workweek and Tour of Duty**

**SECTION 10.01** Each pay period consists of 80 hours for full-time employees established Monday through Friday, 6:00 a.m. to 6:00 p.m. Work schedules will include a daily core period of 9:00 a.m. to 3:00 p.m. and include a non-work lunch period of 30 - 90 minutes between 11:00 a.m. and 2:00 p.m. Arrival times may be established at 15 minute intervals starting at 6:00 a.m.

**SECTION 10.02** The basic work schedule is a flexitour consisting of:

- a. two 40-hour workweeks; and
- b. five 8-hour days.

The employee, with supervisory approval, establishes the bi-weekly schedule which once established is his/her standard tour of duty. Changes to the employee's standard tour of duty requires supervisory approval. On an exception basis, approved absences during the work schedule may be made up within the same workday with supervisory approval.

**SECTION 10.03** Employees may request a Flexible Work Schedule. A Flexible Work Schedule is an alternative work schedule that provides employees the flexibility to establish a work schedule within the following parameters:

- a. 80 hours per pay period, a minimum of 32 hours per week and a maximum of 48 hours per week;
- b. core time is 9:00 a.m. to 3:00 p.m. inclusive of lunch with a minimum of 30 minutes and a maximum of 90 minutes;
- c. a minimum of 9 core periods per pay period; and
- d. the regularly scheduled workday is a minimum of 5 1/2 hours and a maximum of 10 hours excluding lunch.

The employee, with supervisory approval, establishes the bi-weekly schedule which once established is his/her standard tour of duty. Changes to this schedule require supervisory approval. On an exception basis, approved absences during the work schedule may be made up within the same pay period with supervisory approval. Within a work unit, where employees work less than 10 core periods, the supervisor will consider employee requests, work requirements, employee equity, and rotation of off days if the work situation is impacted by too many employees requesting the same off day.

When an employee is denied participation in a Flexible Work Schedule based on the work requirement, the supervisor shall provide written reasons for the denial to the employee upon request.

**SECTION 10.04** Unit employees will normally be given two (2) weeks notice prior to Management's changing an employee's tour of duty. Requiring an employee to report at a given time on particular days in order to attend meetings or perform work does not constitute a change in the tour of duty.

**SECTION 10.05** Time off during the employee's basic work requirement must be

charged to the appropriate leave category, e.g., annual leave, sick leave, LWOP, or compensatory time. An employee may apply no more sick or annual leave than he/she is scheduled to work on that day. Holidays will be charged as 8 hours. If an employee's schedule is more or less than 8 hours on a holiday, work hours on other days or leave must account for 80 hours in the payperiod.

**SECTION 10.06** Employees will certify on their time and attendance sheet the accuracy of their schedule, hours worked, and leave taken and turn them into the timekeeper. Documentation of arrival or departure times will not be entered except where they deviate from the established schedule and where work absences and make up hours are to be recorded. This system will remain in effect until an alternative method is developed and negotiated with the Union.

**SECTION 10.07** It is agreed that this Article does not give a Unit employee the right to refuse to perform work when directed to do so in order to accomplish the Center's mission. Supervisors have the right to require employees to be on duty to perform work and attend meetings as necessary to carry out the mission of the organization. Employees will not be required to work hours in excess of their work schedules without adjustments or compensatory time or overtime as appropriate. In such cases, the supervisor will provide as much advance notice to the employee as possible. However, Management shall not set work requirements for the express purpose of circumventing the employee's use of the Flexible Work Schedule.

**SECTION 10.08** Management has the right to terminate an employee's participation in the Flexible Work Schedule or Flexitour for cause. Such termination will require approval from the Division Chief or higher. If an employee is removed from the Flexible Work Schedule or Flexitour, he/she will be put on a standard tour of duty consisting of a regularly scheduled, 8-hour day. The employee may discuss this termination with his/her supervisor and have a GESTA representative present to assist in this discussion. If this discussion does not resolve the problem, the employee is entitled to use the Negotiated Grievance Procedure in accordance with Article 16 of this Agreement.

**SECTION 10.09** Irregular tours of duty will be implemented in accordance with existing rules and regulations.

**SECTION 10.10** Management will include GESTA in any study or inquiry into the workings of this Article.

**SECTION 10.11** Based upon an employee's particularized need Management will consider an employee's request for part-time employment. The employee shall submit the request to the immediate supervisor with sufficient detail to describe the particularized need along with any documentation which supports the employee's request. Management will normally respond to the employee's request within thirty (30) workdays.

## **Article 11 Changes in Work Assignments**

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

**SECTION 11.02** Management agrees to notify Unit employees at least ten (10) workdays in advance of any reassignment to a new position or work area, unless there are emergency conditions which preclude this advance notice. If the new work area is off-site and inside the commuting area of the Center or from an off-site location within the commuting area to the Center, Management will provide at least ten (10) workdays advance notice, unless there are emergency conditions which preclude the notice. If the location is off-site and external to the commuting area, the same provisions as above apply with a twenty (20) workdays advance notice. If there are personal reasons which cause the employee to feel he/she could not function effectively in the new assignment, they should be submitted in writing to, and discussed with, the responsible supervisor or Management official. Within five (5) workdays after the aforementioned discussion, and prior to the employee's date of reassignment, the supervisor shall render a final decision, in writing, on the reassignment. In all cases, the supervisor will consider the reasons submitted by the employee before making such final decision.

**SECTION 11.03** Employee requests for a reassignment will be considered based on workload requirements and staffing needs of the Center and the qualifications, career interests, and work history of the employee. The employee may also request, and will be granted consideration of his/her medical history for health reasons. Such requests should normally be directed to the employee's immediate supervisor. If there are personal reasons or circumstances where the employee is reluctant to discuss his/her interest in a reassignment with the present supervisor, the employee or his/her GESTA representative may contact a personnel management/labor relations specialist within the Office of Human Resources to explore the reassignment possibilities. Employees may arrange for a GESTA representative to be present during discussions concerning requests for reassignment. Prompt consideration will be given to employee-initiated requests for reassignment. There will be no unnecessary disclosure of the elements of the discussion by either the personnel management/labor relations specialist or the GESTA representative.

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

**SECTION 11.05** Following reassignment, subject to budget and work project limitations, training necessary to improve employee proficiency will be made available.

**SECTION 11.06** The parties agree it is preferable that reassignments be arranged with the employee's consent. Upon the employee's request, he/she will be informed as to the reason(s) for the action and why he/she was selected for the permanent reassignment.

**SECTION 11.07** Nothing shall preclude the parties from negotiating upon mutual consent a program of inter- or intra-directorate rotational assignments.

## **Article 12 Details**

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

**SECTION 12.02** Management shall control the duration of details and assure that details do not compromise the open-competitive principle of the merit system or the principles of job evaluation. Details must be limited to an initial period of not more than 120 days with extensions in not more than 120 day increments up to a maximum total of:

- a. 1 year for details to positions at either the same, higher or lower grade level;  
or
- b. 1 year for details to unclassified positions.

Extensions beyond these limitations will require prior approval from the Office of Human Resources (OHR).

In the administration of a. above, a detail into a higher graded position or a position with a higher promotion potential than the detailed employee has shall not be utilized solely to provide an employee an opportunity to gain qualifying experience or to prevent others from gaining qualifying experience for the position.

### **SECTION 12.03**

a. Details in excess of thirty (30) days will be recorded on Standard Form (SF) 52 (Personnel Action Request) with appropriate statement of duties or classified position description which must be forwarded to the OHCM through normal management approval channels and maintained as a permanent record in the Official Personnel Folder (OPF).

b. Except for brief periods, an employee should not be detailed to perform work of a higher grade level unless there are compelling reasons for doing so. Details in excess of sixty (60) days to a higher graded position must be accomplished through the NASA Competitive Placement Plan (NHB 3335.1C) and this Agreement. Details in excess of 120 days to a position with projected promotion potential must be accomplished through the NASA Competitive Placement Plan and this Agreement. No later than ninety (90) days after a competitive detail to a higher graded position, an employee shall be given a temporary promotion. The SF 52 and appropriate position description to initiate such personnel actions must be forwarded to the OHCM through normal management channels for competitive placement actions.

c. Details of thirty (30) days or less need not be documented in the OPF. However, if circumstances subsequently make necessary the extension of such a detail beyond the



thirty (30) days, an SF 52 will be prepared and forwarded to the OHCM showing as the effective date the day on which the employee began performing the new duties, thereby giving the employee full credit for all work performed during the detail.

**SECTION 12.04** Management agrees that normally positions in the Units will be filled by Unit employees, as appropriate, when details of more than thirty (30) days are required.

**SECTION 12.05** Supervisors shall notify the employee at least ten (10) workdays prior to the detail unless there are unusual circumstances which would preclude such notice. The supervisor shall discuss the assignment with the employee upon the employee's request. If the detail is to an off-site location within the commuting area of the Center, the notification will be at least ten (10) workdays prior to the detail unless there are unusual circumstances which preclude the notice. If the location is off-site and outside the commuting area, the same conditions apply with at least a twenty (20) workdays notice.

**SECTION 12.06** The officially assigned supervisor remains responsible for requests for personnel action and assignment of performance ratings. The supervisor to whom the employee is detailed is responsible for making work assignments and monitoring job conduct and performance as provided for in Article 31 of this Agreement.

## **Article 13 Overtime**

**SECTION 13.01** Under a basic and Flexitour System, overtime work is in excess of 8 hours in a day or 40 hours in a week that is ordered in advance by Management and performed in addition to an employee's basic work requirement. Under a Flexible Work Schedule, overtime work is in excess of 80 hours in a bi-weekly pay period ordered in advance by Management and performed in addition to an employee's basic work requirement. Overtime assignments will be distributed among employees as fairly and impartially as possible depending on the skills, abilities, and job related knowledge required in the performance of the work. Management will give consideration to an employee's request not to work overtime. If Management determines that the work requirements can be fully met by other employees in the organizational element who are willing to work overtime, the employee's request will be granted.

**SECTION 13.02** Overtime must be officially ordered or approved by Management officials. Employees required to perform authorized overtime services shall be compensated by overtime pay or compensatory time off in accordance with applicable rules and regulations and the provisions of this Agreement. No employee shall be required to work uncompensated overtime. Employees may claim entitlement to overtime as described herein or declare such work to be part of their basic work requirement as described in Article 10 of this Agreement.

**SECTION 13.03** In the assignment of overtime during the workweek, Management agrees to provide employees with advance notice unless there are emergency conditions or exigencies beyond the control of Management which preclude advance notice. Employees who are asked to work either Saturday or Sunday or on a non-workday will be provided advance notice of at least one (1) full workday prior to the requested workday. When work is to be performed on a holiday, normally at least three (3) workdays advance notice will be given.

**SECTION 13.04** In the event of emergencies, retroactive approval shall be granted for overtime worked if the responsible Management officials determine that there were valid reasons for unscheduled overtime. In the event such a request for overtime is not granted, upon request Management shall provide a complete written delineation of the reasons for the denial.

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

**SECTION 13.06** Compensatory time off in lieu of pay shall be granted when requested by an employee whose basic rate of pay is equal to or less than the maximum rate for GS-10, unless it is determined that the work situation is such that the granting of compensatory time off is not practical. If the request is denied based on the work situation, overtime pay shall be paid. An employee whose rate of pay is in

excess of the maximum for GS-10 shall be required to take compensatory time rather than paid overtime, at the option of Management, unless compensatory time off would be lost or impractical based upon the work situation. Premium pay may be paid or compensatory time granted to an employee whose basic pay rate is less than the maximum of a GS-15 only to the extent that it would not cause his/her aggregate rate of pay (straight-time base pay plus premium pay) to exceed the amount payable to the maximum rate for grade GS-15 for any pay period. Similar to the situation described in Section 13.02 of this Article, employees may optionally treat compensatory hours of work as time towards their basic work requirement as described in Article 10 of this Agreement.

**SECTION 13.07** Earned compensatory time off must be used not later than the end of the seventh pay period after the pay period in which it is earned unless an extension is granted. Supervisors are responsible for ensuring that eligible employees are granted compensatory time off within the prescribed time limit. An employee who fails to take compensatory time off within the time limit, loses the right to both compensatory time and overtime pay unless the failure is due to an exigency of the Service beyond the control of the employee. The supervisor shall inform employees of any impending loss of compensatory time.

**SECTION 13.08** Management shall provide existing records of overtime, to the extent available, for employees in the Units to GESTA, upon its request, to aid in settling specific or potential grievances.

**SECTION 13.09** The supervisor will normally not change an employee's tour of duty to avoid overtime.

**SECTION 13.10** Overtime shall be calculated in half-hour increments.

## **Article 14 Travel**

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

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

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

**SECTION 14.03** When it is essential that travel be performed during non-duty hours and the employee may not be paid overtime under law, the official authorizing the employee's travel shall record his/her reasons for ordering those hours either on the travel orders or in a separate memorandum, a copy of which shall be furnished to the employee concerned upon his/her request.

If travel outside regularly scheduled duty hours is officially ordered and is performed under one of the conditions listed in Section 14.02(b) above, it shall be considered as hours of employment and compensated as overtime or compensatory time. Overtime pay or compensatory time earned may be granted for performance of work while traveling even though the work performed is of the same kind ordinarily performed at the employee's duty station. In such cases, however, Management must require the employee to perform the work during travel and overtime must be officially ordered in advance for the time spent working. Overtime earned under these provisions will be processed in accordance with Article 13 of this Agreement.

**SECTION 14.04** Both parties recognize that travel may be required on non-duty time; however, to the maximum extent practicable, Management shall schedule the time to be spent by an employee in travel status within the regularly scheduled work hours of the employee. When an employee is required to travel outside his/her regular duty hours under conditions for which overtime may not be paid, upon request of the employee, he/she shall be provided a written explanation as to the reasons why the travel was ordered during non-duty time.

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

- a. Normally employees on official travel shall not be required to travel during

unreasonable hours if sleeping accommodations are not available on the mode of common carrier transportation used. An employee shall not be expected to use a carrier whose schedule requires boarding or leaving the carrier between 10:00 p.m. and 6:00 a.m. if there are more reasonable departure or arrival scheduled times that will meet mission requirements.

b. Employees who complete temporary duty assignments at an hour that would necessitate using transportation scheduled to arrive at their official duty station after 10:00 p.m. of that day may delay start of the return travel until the earliest reasonable hour on the ensuing day even though that day is a non-workday. Travel once started shall be performed on a through basis unless interrupted by emergency annual or sick leave.

c. Employees who are required to perform official travel and who arrive at their residences after midnight may be granted an excused absence to provide adequate rest before reporting for work at their permanent duty station. The excused absence shall be one (1) hour for each whole hour or part thereof in a travel status after midnight, but not to exceed eight (8) hours.

**SECTION 14.06** Employees required to perform authorized overtime services beyond the regularly scheduled workday while on temporary duty shall be compensated in accordance with applicable rules and regulations and Article 13 of this Agreement.

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

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

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

**SECTION 14.10** If NASA or Center Management calls a meeting necessitating travel by Bargaining Unit employees, travel expenses will be paid in accordance with applicable regulations. For the purpose of other Government sponsored labor-management meetings, or IFPTE sponsored meetings which are in the Government's interest (see Article 9, Section 9.10 of this Agreement), the parties will meet to discuss authorization of per diem and travel expenses, as necessary for attendance.

**SECTION 14.11** Management agrees to process travel vouchers in as expeditious a

manner as possible so that out-of-pocket payments by employees for official travel expenses may be reimbursed in a timely manner. Employees are responsible for submitting travel vouchers to their supervisors as soon as possible.

**SECTION 14.12** Management shall make reasonable efforts to notify employees of the final disposition of travel requests not less than seventy-two (72) hours before the scheduled start of travel where practical.

**SECTION 14.13** Employees who wish to travel by other than the preferred mode must request approval for their personal preference. Such approval will not be unreasonably withheld. Should a dispute arise, such dispute shall be subject to the Negotiated Grievance Procedure (Article 16) of this Agreement.

**SECTION 14.14** Employees may request annual leave in conjunction with official travel. Such requests for annual leave must be reasonable and properly documented and justified in the travel authorization package in accordance with GMI 9710.1E, Enclosure J. Such requests will not be unreasonably denied.

**SECTION 14.15** In the event that an employee is required to travel within the local commuting area and transportation has not been arranged, the employee will contact the vehicle coordinator to determine if a Government vehicle is available. In the event that a Government vehicle is not available, and it is determined by the supervisor that the trip cannot be delayed until Government transportation becomes available and the employee is authorized to use his/her privately owned vehicle, the employee can request reimbursement for mileage at the rate in effect at the time of travel using Standard Form (SF) 1164. Multiple trips can be claimed on each SF 1164.

## **Article 15 Adverse or Disciplinary Actions**

**SECTION 15.01** The parties agree that disciplinary actions may be necessary to promote the efficiency of the Service. Such actions may be taken only for just and sufficient cause. Employees may be disciplined informally through warnings or oral admonishments or through formal actions ranging from written reprimands to adverse actions including: suspension for fourteen (14) days or less, suspension for more than fourteen (14) days, reduction in grade or pay, or removal. The parties hereby recognize that the Civil Service Reform Act eliminated the concept of reduction in rank as a disciplinary or adverse action.

**SECTION 15.02** Prior to initiating an adverse or disciplinary action, the responsible Management official will review or investigate and document the allegations to determine if there is sufficient cause to proceed with the action. Management shall ensure that disciplinary or adverse actions are reasonable and appropriate to the circumstances.

**SECTION 15.03** In the event of any examination of an employee by a representative of Management in connection with an investigation, GESTA shall be given the opportunity to be present at such examination if:

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

As long as it does not unreasonably delay the investigation, the employee shall be granted reasonable time to consult with his/her designated representative before the scheduled examination.

**SECTION 15.04** Before a formal reprimand may be issued to an employee the Management official having authority to issue the reprimand shall meet and discuss the matter with the employee. Prior to the meeting, the employee will be advised of the subject matter and the reasons for considering the reprimand and his/her right to GESTA representation in addition to the opportunity to review the evidence relied upon. At the meeting the employee shall be permitted to present information and explanations to rebut the allegation. After considering the facts, the Management official will take one of the following actions:

- a. If the facts of the case do not support the allegation, the employee shall be notified orally of such decision and advised that the matter is considered closed.
- b. If the facts of the case support the allegation, but it is believed a written reprimand is not necessary to correct the situation, the matter may be concluded by a discussion with the employee. During the discussion the employee may be orally admonished and warned that in any future case stronger action may be required.
- c. If the facts of the case support the allegation, and a written reprimand is deemed sufficient to correct the situation, the employee shall be notified of the decision by a written reprimand. The letter of reprimand will contain, at a

minimum, the following information:

1. the reason(s) for the reprimand, a summary of the explanation, and conclusions;
  2. the time limit for filing a grievance and where information can be obtained about the Negotiated Grievance Procedure; and
  3. the time period during which the reprimand will be retained in the employee's Official Personnel Folder (OPF) is six (6) months unless there is a repetitious act or similar offense during that six months. In this event, the original reprimand may be retained until the subsequent action(s) are removed from the OPF.
- d. If the facts of the case support the allegation, but it is believed a letter of reprimand is not sufficient to correct the situation, stronger formal disciplinary action may be initiated in accordance with Section 15.05 below, as appropriate.

**SECTION 15.05** An employee against whom a suspension for fourteen (14) days or less is proposed is entitled to:

- a. an advance written notice stating the specific reasons for the proposed action;
- b. an opportunity to review the material which Management is relying upon to support the reasons for the proposed suspension;
- c. a reasonable time to answer orally and/or in writing, and to furnish affidavits and other documentary evidence in support of the answer. The number of days to answer will be specified in the notice of proposed action, and a request for an extension will be considered and not unreasonably withheld if a request is properly filed in writing prior to the end of that specified period;
- d. notice of the right to be represented by GESTA, an attorney, or other representative; and
- e. a written decision and the specific reasons therefore at the earliest practicable date.

**SECTION 15.06** An employee against whom one of the following actions is proposed is entitled to those rights afforded by Title 5 United States Code (USC) 7513:

- a. a removal;
  - b. a suspension for more than fourteen (14) days;
  - c. a reduction in grade;
  - d. a reduction in pay; or
  - e. a furlough of thirty (30) days or less. (Although furloughs are not disciplinary actions, they are processed as an adverse action under Title 5 USC 7512.)
- In any of the above situations, the employee shall be advised of his/her right to be represented by GESTA or other representative.

This Section does **not** apply to:

- a. a suspension or removal under Title 5 USC 7532;
- b. a reduction in force action under Title 5 USC 3502;
- c. a reduction in grade or removal under Title 5 USC 4303; or
- d. an action initiated under Title 5 USC 1215.



**SECTION 15.07** Management recognizes the right of employees to be represented by GESTA or other representative of their choosing at any stage of an adverse or disciplinary action, grievance, or related appeal. In any situation where an employee elects to be represented, Management will be advised in writing as to the designated representative. Copies of all correspondence to the employee concerning the matter will be provided to the designated representative.

**SECTION 15.08** The responsible Management official shall carefully consider the employee's answer to the proposed action and will inform the employee and his/her designated representative of the decision prior to the effective date of any formal action. If the decision is to effect the adverse action, the employee shall be advised of his/her grievance or appeal rights. Adverse actions effected against an employee and referenced in this Agreement are appealable through the Negotiated Grievance Procedure (Article 16) of this Agreement to the extent authorized by that procedure. An affected employee has an alternate but not duplicate avenue of appeal to the Merit Systems Protection Board (MSPB) with respect to those adverse actions referenced in Section 15.06 of this Article. Section 7701 of Title 5 USC sets forth procedures for appeal to the MSPB.

**SECTION 15.09** In cases where Unit employees elect not to be represented by GESTA, Management agrees to notify GESTA of all adverse or disciplinary actions effected for those employees in accordance with Article 8, Section 8.03g of this Agreement. This information will be provided in accordance with the Privacy Act and will not include the name of the employee or the basis for the action. In such cases, GESTA will be permitted to have an observer present at any adverse or disciplinary action hearing if such hearing is provided for by Management in accordance with Title 5 USC 7513, unless the appellant objects on the grounds of personal privacy and the hearing officer determines that such objection is valid. If otherwise in a duty status, the observer will be on official time.

**SECTION 15.10** Management agrees that an employee and his/her representative in presenting an appeal shall be free from restraint, interference, coercion, discrimination or reprisal.

**SECTION 15.11** Issues which can properly be raised under an appeals procedure may not be raised as unfair labor practices prohibited under Section 7116 of Title 5, USC. Except for matters for which an employee has an option of using the Negotiated Grievance Procedure (Article 16) of this Agreement or an appeals procedure, issues which can be raised under the Negotiated Grievance Procedure may, at the discretion of the aggrieved party, be raised under the Negotiated Grievance Procedure or as an unfair labor practice, but not under both procedures.

**SECTION 15.12** In accordance with the provisions of the NASA Plan for a Drug-Free Workplace, a Unit employee who admits voluntarily to the use of illegal drugs, is rehabilitated, and remains drug-free is exempted from disciplinary or adverse actions

for past drug use.

**SECTION 15.13** In the event of a dispute over representation rights at an examination (see Section 15.03 of this Article), the matter will be referred to the Labor Relations Officer for good faith discussions with GESTA in an attempt to resolve the matter. These discussions will not unreasonably delay the examination.

## **Article 16 Grievance Procedure**

**SECTION 16.01** The procedure described herein shall be the exclusive procedure available to all employees in the Units for resolving grievances in accordance with the Civil Service Reform Act of 1978. This Negotiated Grievance Procedure covers any matter of employee concern or dissatisfaction which is subject to the control of Center Management with the exception of a termination during a probationary period (which must be addressed through the Merit Systems Protection Board (MSPB) in accordance with law and regulation) and the exclusions cited in Section 16.02 below.

**SECTION 16.02** This Negotiated Grievance Procedure does not apply to:

- a. any claimed violation of subchapter III of Chapter 73 of Title 5 United States Code (USC) relating to political activities;
- b. retirement, life insurance or health insurance;
- c. a suspension or removal under Section 7532 of Title 5 USC;
- d. any examination, certification or appointment; or
- e. the classification of any position which does not result in the reduction in grade or pay of an employee.

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

**SECTION 16.04** To be considered under the procedures of this Article, employee grievances must be submitted in good faith and within a reasonable period of time. If the grievance concerns a particular action or occurrence, it must be submitted within fifteen (15) workdays of the date of the incident or action, or within fifteen (15) workdays after the employee first became aware of the matter. However, any leave of the employee should be excluded from either fifteen day period. Grievances relating to continuing actions (or occurrences) may be initiated at any time.

**SECTION 16.05** Any formal complaint or grievance between an employee and Management shall be processed in accordance with the following steps:

**STEP 1:** An employee with a complaint or grievance shall first discuss the matter with his/her immediate supervisor and attempt to resolve the problem. If the grievance concerns a matter beyond the control of the supervisor, the employee

shall be referred to the Management official or staff office having authority to deal with the grievance. The employee may be represented by his/her GESTA representative in presenting the grievance. The employee shall be provided a decision on the grievance within ten (10) workdays.

**STEP 2:** If a satisfactory settlement of the complaint has not been reached in STEP 1, within ten (10) workdays after receipt of the STEP 1 decision the grievance shall be reduced to writing and submitted to the Director of the directorate to which the grievant is assigned with a copy to the Labor Relations Officer. The written grievance must be dated, signed by the grievant(s) and include (1) specific information as to the basis for the grievance, (2) the remedial action requested, (3) the name of the employee's GESTA representative, if any, and (4) the dates and names of the supervisor or officials with whom the complaint was discussed in STEP 1. The employee shall be given a written decision within fifteen (15) workdays after the grievance is submitted at STEP 2 of this procedure. Prior to the decision at this step of the procedure, the Director of, or his/her designee, shall meet with the employee to discuss the grievance. If the employee has elected to have GESTA representation, both the designated representative and the responsible Area Vice President of GESTA, or his/her designee, may participate in this discussion. If the employee has not requested the assistance of GESTA, the GESTA Area Vice President, or his/her designee, shall be given the opportunity to be present at the meeting.

**STEP 3:** If the STEP 2 written decision does not resolve the grievance, the grievant has ten (10) workdays after receipt of the Step 2 decision to file a written request for reconsideration of the STEP 2 decision with the Center Director with a copy to the Labor Relations Officer. The employee and his/her GESTA representative, if any, shall be given the opportunity to make a personal presentation of the grievance to the Center Director or his/her designee. The GESTA President or his/her designee may also participate in the meeting held to present the grievance. The employee shall be given a written decision by the Center Director, or his/her designee, within twenty (20) workdays after the grievance is submitted at STEP 3 of this procedure.

If the Center Director delegates hearing the grievance, GESTA may request that the designee be reconsidered. Denial of the request is not subject to this Negotiated Grievance Procedure.

It is understood that normally no more than two (2) GESTA representatives will be present at the STEP 2 or STEP 3 grievance meeting.

**SECTION 16.06** An appeal of a removal, reduction in force action, or suspension for more than fourteen (14) days will be initiated at STEP 3 of this Negotiated Grievance Procedure. Appeal of all other adverse actions, performance appraisals, or actions based on unacceptable performance will be initiated at STEP 2, except

when the deciding official of the action being grieved is the Director of; in these cases the appeal will be initiated at STEP 3.

**SECTION 16.07** A grievance of any personnel action that the grievant alleges was a result of discrimination based on race, color, religion, sex, national origin, age, disability, marital status, political affiliation, or sexual orientation will be initiated at STEP 2 of this Negotiated Grievance Procedure.

**SECTION 16.08** When an employee is pursuing a grievance under this Article, Management shall ensure that the employee is aware of his/her right to have a GESTA representative present at any formal meeting scheduled by Management to discuss the grievance with the employee.

**SECTION 16.09** Either GESTA or Management may file grievances concerning alleged violations of this Agreement. If GESTA is the aggrieved party, the written complaint shall be submitted to the Center Director with a copy to the Labor Relations Officer. If Management is the aggrieved party, the complaint shall be submitted to the GESTA President. The Center Director, or his/her designee, and the GESTA President shall meet within seven (7) workdays after receipt of the complaint to discuss the matter in dispute. A written decision shall be given the aggrieved party no later than seven (7) workdays after this meeting. If the aggrieved party is not satisfied, the issue in dispute may be referred to arbitration.

**SECTION 16.10** Employees and their GESTA representatives shall be given a reasonable amount of work time to prepare and present grievances. The time provided shall include time to review official records and documents which may be material to the issues in the grievance, or evidence relied upon for an adverse or disciplinary action. Access to such records and documents may vary widely from case to case depending on the nature of the grievance and the complexity of the issues. Necessary records and documents that are relevant shall be made available to the employee and his/her GESTA representative upon request.

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

**SECTION 16.12** Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to this Negotiated Grievance Procedure or is subject to arbitration may be submitted to arbitration for a grievability/arbitrability determination. It is understood by the parties that the Federal Mediation and Conciliation Service may respond to a unilateral request for a list of arbitrators.

**SECTION 16.13** Selection of this Negotiated Grievance Procedure in no manner prejudices the right of an aggrieved employee to request the MSPB to review the final decision pursuant to Section 7702 of Title 5 USC in the case of any personnel

action that could have been appealed to the MSPB or, where applicable, to request the Equal Employment Opportunity Commission (EEOC) to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the EEOC.

**SECTION 16.14** If an employee or group of employees withdraws a grievance or leaves the Bargaining Unit for any reason including death before pursuing it to the final step and GESTA believes the issue in the grievance involves a violation of this Agreement, the matter may be submitted as a GESTA grievance under the procedure provided in Section 16.09 of this Article.

**SECTION 16.15** The parties may by mutual consent negotiate during the life of this Agreement an alternative dispute resolution procedure. Such procedure, if negotiated, shall not impinge on the exclusivity of this Negotiated Grievance Procedure but will be supplemental to it.

-Alternative Dispute Resolution MOU

## **1. Introduction**

The following stipulations record the understanding of the parties concerning the implementation of an Alternative Dispute Resolution (ADR) Program applicable to bargaining unit employees represented by GESTA. This Program will be implemented as a 6-month Pilot Program, commencing on December 7, 2005. The 6-month pilot period may be extended by mutual agreement of the parties. GESTA will after the pilot period and each six month period thereafter, evaluate GESTA's position and choose one of the following options: a) Continuing participation in the program; b) Continuance with negotiated modifications; c) Discontinuance of this MOU. The program review shall continue each six months for a period of three (3) years. Thereafter, if either party proposes changes to the ADR Program it may do so in accordance with the provisions of Article 44, Section 44.04 of the CBA.

## **2. Internet Availability**

Management will add a link to the Office of Human Resource's web page to include this Memorandum of Understanding as an attachment to Article 16, (Grievance Procedure), Section 16.15, of the CBA, while this MOU is in effect.

## **3. Announcement**

Management will prepare an Announcement informing GESTA bargaining unit employees that they may participate in the revised pilot ADR Program. This Announcement will include the URL to GESTA's Collective Bargaining Agreement. Before issuing the Announcement to all GESTA employees, Management will provide six (6) workdays advance copy of the Announcement to GESTA for review and approval of any text that pertains to GESTA bargaining unit employees. This advance copy will be provided to GESTA in an electronic format, if possible. The advance notice will begin once a GESTA Officer signs an acknowledgment receipt. If, after GESTA's initial review, Management makes changes to the Announcement that impact GESTA bargaining unit employees, GESTA will be given an additional six (6) workdays to review and approve those changes. This same advance notice period will also be applied to any ADR documents being issued to GESTA bargaining unit employees (e.g., standardized package, Agreement to Mediate, etc.)

## **4. ADR Program is Voluntary**

In the implementation of the Pilot ADR Program, the parties understand and agree that this Program is to be supplemental to the Negotiated Grievance Procedure (NGP), in accordance with Article 16, Section 16.15. Participation in the ADR Program is voluntary for the employees; this means that employees may not be forced, coerced, intimidated, retaliated or discriminated against in any way for participating, or not participating, in the ADR Program.

## **5. Employee Issues/Problems and ADR**

In the event that a workplace issue/problem is between two employees who are Bargaining Unit (BU) employees, a BU employee and any other employee, then ADR shall not be used unless both parties choose to use the ADR program. Additionally, employees may request ADR for any other issue/problem when agreed to by both parties.

## **6. ADR in lieu of Step 1 Grievance in the Negotiated Grievance Procedure (NGP)**

In order to preserve the initial filing time-frame provided for in Article 16, Section 16.04 of the CBA, it is understood and agreed that instead of filing a Step 1 grievance, an employee may request the use of ADR within fifteen (15) workdays of the date of the incident or action; or within fifteen (15) workdays after the employee first became aware of the matter. However, any leave of the employee shall be excluded from either fifteen (15) workday periods. If a satisfactory settlement of the complaint has not been reached under the ADR Program, the ADR Program Manager will issue a written Notice of Disposition. Within ten (10) workdays after the employee's receipt of the ADR Program Manager's written Notice of Disposition, the employee may file a Step 2 grievance under the NGP.

### **7. ADR at Steps 2 and 3 of the NGP**

a. If the employee chooses to file a grievance under the provisions of the NGP, he/she still has the option of electing to use ADR at any Step in the grievance process. At such election by the employee, the grievance process will be placed on hold and the clock stopped in the grievance process while the employee participates in ADR. If a satisfactory settlement of the complaint has not been reached under the ADR Program, the ADR Program Manager will issue a written Notice of Disposition. The Deciding Official will issue a grievance decision within the timeframes specified in Section 16.05.

b. GESTA may request ADR either before filing a union grievance or before invoking arbitration in accordance with Article 16, Section 16.09, or when agreed to by both parties. As in 7.a. above, the grievance process will be placed on hold and the clock stopped on the grievance process while the union participates in ADR.

### **8. ADR available prior to filing for Arbitration**

Article 17, (Arbitration), Section 17.02 specifies that a request for arbitration must be submitted in writing by GESTA within twenty (20) workdays after receipt of the Step 3 grievance decision. ADR services can be requested by, and provided to GESTA or a GESTA BU employee, upon mutual agreement of the parties, during this twenty (20) workday period, but not thereafter. If such a request is timely made, the twenty (20) workday time period for invoking arbitration will be placed on hold and the clock stopped at the point at which ADR is requested and during the time GESTA or the employee participates in ADR. Should ADR be unsuccessful, GESTA may request arbitration within the remaining portion of the twenty (20) workday time period. The remaining portion of the twenty (20) workday period shall commence from the date of receipt of the ADR Program Manager's written Notice of Disposition of the ADR Process.

### **9. GESTA Representation during ADR**

a. A GESTA Officer may be present as a representative during any ADR session(s) involving a bargaining unit employee at the request of the employee. Participation in the ADR process is voluntary and employees may not be forced, coerced, intimidated, retaliated or discriminated against in any way in electing, or not electing, union representation or any other form of representation. Management will notify bargaining unit employees of their rights to union representation in the ADR standardized package.

b. If an employee has not requested the assistance of GESTA, GESTA shall be given the opportunity to be present at that ADR session in the capacity of observer only. Management agrees to provide GESTA with a least 2 workdays notice to allow GESTA to arrange for an observer to attend. GESTA agrees to provide the Labor



Relations Officer with the name of the observer within those 2 workdays. As is the case with all participants present, the GESTA Representative/Observer will be required to sign the Agreement to Mediate, which includes a provision governing the confidentiality of the mediation process consistent with the Administrative Dispute Resolution Act of 1996. It is understood that the act of signing the Agreement to Mediate does not constitute a waiver by GESTA of any statutory or regulatory rights, or any other rights described in the Collective Bargaining Agreement. GESTA agrees that its observer has no role or input in developing a settlement of the complaint or issue during mediation session(s).

c. A BU employee who has not requested to be represented by GESTA will be informed of the possibility of a GESTA Officer attending his/her ADR session as an observer. If the employee raises a concern regarding GESTA's attendance, the Labor Relations Officer will notify GESTA. GESTA agrees to take the employee's concern under advisement and will notify the Labor Relations Officer within 2 workdays of this notice whether it intends to attend the ADR session.

## **10. Mediator Selection**

a. The employee will initially select which group (source) of mediators to be used in mediation, i.e., either the Shared Neutrals Program (SNP) or the Contracted Service Provider (CSP). Accordingly, the ADR Program Manager (PM) will provide the employee with the names and biographical information of at least three (3) lead mediators and two (2) co-mediators from the SNP; or five (5) mediators from at least three (3) CSP's as per the employee's source of mediator selection. The ADR PM will indicate her/his first choice for the employee's consideration.

b. The employee will be given up to six (6) workdays from the date he/she receives the mediators' names and biographical information to either: select the mediator from the list of mediators from the CSP, or select the mediator and co-mediator from the list of mediators and co-mediators from the SNP. The employee may delegate selection of the mediator(s) to her/his GESTA representative.

c. If the mediator selected is not reasonably available, then the employee may select another mediator(s) from the list provided, or the employee may request and will be provided with a new list of mediators as per the procedure above, and a new mediator selection will be made within four (4) workdays. In the interest of expediting the process, the employee is encouraged to pick both a 1<sup>st</sup> and 2<sup>nd</sup> choice for mediator during the initial six (6) workday review. The employee will not be required to reveal his/her 2<sup>nd</sup> choice unless the 1<sup>st</sup> choice mediator is not reasonably available.

d. The selection of a mediator for the Informal EO Complaint Process will be made by the ADR Program Manager from the source elected by the complainant (i.e., SNP or CSP).

## **11. ADR time allowances**

BU employees and their GESTA representatives shall be given a reasonable amount of work time to prepare for and participate in ADR session(s). The time provided should include time to review official records and documents, which may be material to the issues in the grievance, or evidence relied upon for an adverse or disciplinary action. Access to such records and documents may vary widely from case to case depending on the nature of the grievance and the complexity of the issues. Necessary records and documents that are relevant shall be made available to the employee and his/her GESTA representative upon request to the Labor Relations Office.

## **12. Metrics**

a. The ADR Program Manager will collect and provide the following information in the aggregate:

- Satisfaction with the process
- If the parties would recommend the process to others
- If they would use the process again
- If the Mediator remained neutral
- If the Mediator adequately explained the process and wrote down the points of agreement accurately
- If the Mediator demonstrated competence in the facilitation of the mediation process
- If the Mediator created an environment for open communication, and
- If the Mediator was respectful and listened well

b. Metrics data will include the number of GESTA bargaining unit and non-bargaining unit cases and for GESTA BU employees only, type of cases (whether interpersonal, EO, or grievances) and the number of cases resolved through mediation.

13. The metrics information will be provided to GESTA in a timely manner in order to properly assess the ADR program. The ADR timeframes in this MOU are in workdays.

## **Article 17 Arbitration**

**SECTION 17.01** This Article provides for arbitration of unresolved grievances concerning the interpretation and application of this Agreement. Arbitration can only be invoked by Management or GESTA.

**SECTION 17.02** A request for arbitration must be submitted in writing to either the Center Director or the President of GESTA within twenty (20) workdays after receipt of the decision under STEP 3 of the Negotiated Grievance Procedure (Article 16 of this Agreement). Within five (5) workdays after receipt of the request for arbitration, the moving party shall request from the Federal Mediation and Conciliation Service a list of seven (7) impartial persons to act as arbitrator. The parties shall meet within ten (10) workdays after receipt of the list. If they cannot mutually agree on one of the listed arbitrators, then each party shall alternately strike one arbitrator's name from the list until one name remains. The remaining name shall be the duly selected arbitrator.

**SECTION 17.03** The arbitrator's award shall be subject to laws, regulations, policies and the provisions of Section 7121 of Title 5 United States Code (USC). The arbitrator shall not have authority to add to or subtract from, to modify, or fail to consider any of the terms of this or any agreements made between the parties.

**SECTION 17.04** The arbitrator's fee and expenses including a transcript, if any, ordered by the arbitrator shall be shared equally by the parties. The arbitration hearing shall be held at the Center during the regular day shift hours. All personnel actively participating in the hearing shall be given official work time without charge to leave.

**SECTION 17.05** The arbitrator shall be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

**SECTION 17.06** It is agreed that an arbitration award under this Article shall be final and binding upon the parties, except that an aggrieved employee may seek judicial review of the award prescribed in Section 7123 of Title 5 USC, and either party may file exceptions to the award as prescribed in Section 7122 of Title 5 USC.

**SECTION 17.07** It is understood that an arbitrator is authorized to award, in any case where an employee is found to have been affected by an unjustified or unwarranted personnel action, backpay in accordance with Title 5 USC 5596 as well as attorney fees in accordance with Title 5 USC 5596 and Title 5 USC 7701(g).

**SECTION 17.08** The parties shall hold a pre-arbitration conference no less than ten (10) workdays prior to the scheduled hearing date. The purpose of the pre-arbitration conference is to ensure that participants will be kept to a minimum and the hearing will be as brief as possible. Matters that will be discussed include witnesses, exhibits, stipulations, and affidavits or depositions which either party intends to introduce.

Failure to discuss these matters shall not prevent either party from introducing any evidence at the hearing. It is understood that the parties will seriously reconsider settlement of the grievance at this conference.

## **Article 18 Reduction in Force**

**SECTION 18.01** It is agreed that Office of Personnel Management (OPM) regulations governing reduction in force (RIF) shall be followed when establishing competitive levels; when releasing an employee from his/her competitive level by separation, demotion, furlough for more than thirty (30) days, or reassignment involving displacement; or when lack of work funds, reorganization causing separation, reclassification due to change in duties, or the need to make a place for a person exercising reemployment or restoration rights requires Management to release the employee. A RIF will be conducted free from Prohibited Personnel Practices as described in Section 2302 of Title 5 United States Code (USC).

**SECTION 18.02** In accordance with Article 3 of this Agreement, the determination of the number, types and grades of positions to be abolished, determination of qualifications for displacement (bumping and retreating), determination of what vacancies, if any, are to be filled during a RIF and selection of individuals to fill such vacancies are decisions reserved to Management by the Civil Service Reform Act. When vacancies are to be filled during a RIF, it shall be in accordance with applicable provisions of Part 351 of the Code of Federal Regulations (CFR).

**SECTION 18.03** When it has been decided by Management that a RIF which involves Unit employees will be conducted, Management shall inform the GESTA President of that decision prior to general public release by Management. Within ten (10) workdays after this notification, Management will provide GESTA an opportunity to meet and discuss its concerns regarding the methods, procedures and criteria to be used in effectuating the RIF, as well as, to discuss the anticipated impact on the Bargaining Units as a result of the RIF decision. GESTA agrees that any information provided by Management, as specified below, will be treated as privileged information and will not use it in a manner that may compromise Management's formal notifications.

a. When established, Management will provide GESTA the retention registers on which the RIF will be based. These registers will reflect the current position descriptions and competitive levels of all NCC 200, 300 and 700 Unit personnel. Once the initial retention registers have been provided, GESTA will be notified on a bi-weekly basis (or weekly, if changes are made weekly) of any changes to the retention registers until the completion date of the RIF. Such changes will include, but not be limited to, promotions, reassignments, separations, changes in competitive levels, etc.

b. When the approximate number and types of positions to be abolished have been determined, Management agrees to notify the GESTA President and to consider the views of GESTA concerning the anticipated impact on the Bargaining Units.

c. On the day prior to issuance of the specific RIF notices, Management agrees to provide GESTA the most current annotated retention registers covering positions in the GESTA Bargaining Units. Management further agrees to inform the GESTA President of

changes made in RIF actions involving Unit employees between the date the RIF notices are issued and the effective date of the RIF. GESTA agrees not to inform any employee of these actions until notified by Management that all employees have received written RIF notices.

d. After the RIF notices have been issued and prior to the effective date of such actions, it is agreed that GESTA shall bring to the attention of the Director of Human Resources, or his/her designee, those RIF decisions which GESTA believes to be improper or in error and the reasons for that belief. GESTA shall be informed of the final determinations in a case of this nature.

**SECTION 18.04** In determining RIF assignment rights, Management agrees that the displacement protection afforded employees in trainee positions shall be restricted to positions in formally designated and existing developmental programs. For this purpose, the developmental program:

- a. must have been designed to meet a real Management need for the development of skilled manpower;
- b. must have been formally designated, with its provisions announced to employees and supervisors; and
- c. must have been fully implemented with participants having been chosen through standard selection procedures.

The retention registers provided to GESTA under the procedures specified in Section 18.03 of this Article shall identify all Unit employees in formally designated developmental programs.

**SECTION 18.05** During a RIF, affected employees may be placed in existing or newly established vacant positions. When vacancies are filled in these circumstances, it shall be in accordance with applicable provisions of Part 351 of the CFR regarding such actions.

**SECTION 18.06** A career or career conditional employee who is separated under RIF procedures shall be placed on the Reemployment Priority List and afforded priority consideration for competitive positions for which qualified, available and entitled in the commuting area from which separated, consistent with governing OPM and NASA instructions. Exceptions to the above will only be made in accordance with the provisions of Part 330 of the CFR. Management shall notify each employee or former employee adversely affected by such exceptions of the reasons for the exception and his/her right of appeal to the Merit Systems Protection Board or the Negotiated Grievance Procedure (Article 16) of this Agreement, as appropriate.

**SECTION 18.07** Unit employees affected by RIF actions have the right to review regulations, retention registers, competitive level records (including supporting rationale), position descriptions, or other records pertinent to the action. In reviewing RIF records, the employee may, if he/she wishes, be assisted by a GESTA representative. The employee and his/her representative shall be given a reasonable

amount of work time for this purpose.

**SECTION 18.08** Management shall provide GESTA prompt notice of any changes to the currently designated competitive areas.

**SECTION 18.09** If it is proposed to separate any Unit employee as a result of a RIF action, Management will provide such employees outplacement assistance consistent with the OPM and NASA guidelines for such activities. Such assistance will include obtaining training programs sponsored by states or the Federal Government for which affected employees may be eligible.

**SECTION 18.10** Bargaining Unit employees affected by RIF actions have the right to appeal through the Negotiated Grievance Procedure in accordance with Section 16.06 of Article 16 of this Agreement. Section 7121 of Title 5 USC provides that the Negotiated Grievance Procedure is the exclusive procedure for Bargaining Unit employees for resolving matters falling within its coverage such as appeals of RIF actions.

**SECTION 18.11** GESTA will receive advance notice of any furlough of thirty (30) days or more affecting Unit employees which will be processed under the provisions of this Article. Management and GESTA agree that it is in the best interest of the Center that constant and open communication be maintained when there is a likelihood of a furlough of any duration. Management is required to afford GESTA the opportunity to collectively bargain on the impact and implementation of the Center's decision to furlough in accordance with application of law and Article 6 of this Agreement.

**SECTION 18.12** To minimize adverse effects upon Unit employees, Management agrees to take into consideration anticipated attrition, using the most current data, in establishing the number of positions to be abolished in a RIF.

**SECTION 18.13** Upon the issuance of specific RIF notices, Management will make every effort to minimize promotion actions for Bargaining Unit employees in the affected organizational unit until the RIF is implemented.

## **Article 19 Competitive Levels**

**SECTION 19.01** Competitive level determinations made by Management shall be consistent with the provisions of 5 Code of Federal Regulations Chapter 351. Before implementing any reduction in force (RIF), Management must assign each position in the affected competitive area to a competitive level in accordance with applicable Office of Personnel Management rules and regulations and the provisions of this Article.

**SECTION 19.02** A competitive level consists of all the positions in a competitive area that are in the same grade or occupational level and that are so alike in qualification requirements, duties, responsibilities, pay schedule and working conditions that Management may readily assign an employee in one position to any of the positions without changing the terms of the employee's appointment and without unduly interrupting the Center's work program. Characteristics shared by positions in the same level include, but are not limited to, similarity of duties, responsibilities, and similar requirements for experience, training and skills.

**SECTION 19.03** The parties recognize that when Management considers the effects of qualifications on the composition of a competitive level, the concern is not with the qualifications an employee possesses but with the qualifications required by the duties and responsibilities of the position as stated in the current official position description.

**SECTION 19.04** The competitive level to which an employee's position is assigned may change as a result of reassignment to new or different work, significant changes in duties which affect the title, series, or grade of the position or other actions or factors which serve to affect the competitive level determination of an employee's position. Once established, any competitive level change of an employee that results from a change in his/her position will be communicated to that employee and to GESTA under the provisions of Article 8, Section 8.01 and the requirements of Article 18, Section 18.03 of this Agreement if a RIF is in progress.

**SECTION 19.05** Management shall maintain records of each competitive level showing all positions in the level. When positions with the same NASA Class Code, title, and grade are placed in different competitive levels, a brief rationale will be placed in the record. If records of competitive levels have not been kept current, they will be carefully reviewed and updated when a RIF is expected. In the event of a RIF, these records will be made available for review by GESTA, as necessary for representational purposes, and employees who are affected by RIF actions.

**SECTION 19.06** Competitive levels are established and used solely for processing RIF actions and have no meaning to employees except in a RIF situation. However, upon completion of the computerized system for automating the maintenance of competitive levels, at any time upon request of a Unit employee, the Office of Human Resources shall inform the employee as to the competitive level for his/her position and other positions which are currently assigned to the same competitive level.



## **Article 20 Contracting**

**SECTION 20.01** GESTA recognizes that Management has the authority to make determinations with respect to contracting out and to determine the personnel by which Center operations are conducted to accomplish the mission of the Center. Management agrees that all contracting out decisions will be made in conformance with applicable laws and regulations or the Office of Management and Budget Circular A-76, as appropriate.

**SECTION 20.02** Management shall give GESTA at least ten (10) workdays notice of its intent to contract out. Management will provide GESTA with reasons for the action and an opportunity to meet and discuss issues and concerns. Upon Management's decision, GESTA will be provided the following information, as appropriate, when there are Bargaining Unit employees involved who may be adversely impacted:

- a. listing of Bargaining Unit employees potentially impacted;
- b. reorganization plans;
- c. functional statements; and
- d. nature of reassignments.

Management further agrees to minimize any adverse effects of the contracting out action by reassigning employees to other positions to the extent practicable, consistent with reduction-in-force procedures and staffing needs. If employees are separated, Management will operate an outplacement program to assist them in finding other employment.

## **Article 21 Leave and Excused Absence**

### **SECTION 21.01** Annual Leave

a. Employees shall earn annual leave in accordance with applicable laws and regulations. Accrual of annual leave is the right of the employee in that its accrual may not be denied. The use of annual leave is a right of the employee subject to leave being scheduled and approved by the supervisor in accordance with essential work requirements.

b. Supervisors are responsible for working with employees in planning and scheduling annual leave on a year-round basis to provide for vacation period(s) and to enable scheduling of leave that employees might otherwise forfeit. Supervisors shall advise employees with leave to be used or forfeited of the need for submitting a Standard Form 71 so the leave may be scheduled in writing before the start of the third bi-weekly pay period at the end of the leave year. If the employee does not request leave or does not use the leave that was approved, any resulting forfeiture shall be considered to be by the employee's choice. Scheduled annual leave that the employee is unable to use due to sickness or a work situation determined to be an exigency of the public business, shall be restored in a separate leave account as provided in applicable regulations. Scheduled annual leave that otherwise would be forfeited by an employee cannot be canceled unless that leave can be rescheduled prior to the end of the leave year or an exigency approved.

c. Management makes available for use the full amount of annual leave to be earned for the leave year to each permanent employee's leave account at the beginning of the leave year. No other advance of annual leave is permitted under existing law.

d. Consistent with workload and manpower requirements, Management shall maintain a liberal leave policy in circumstances such as, but not limited to:

- (1) death in the employee's immediate family,
- (2) illness in the employee's immediate family where the employee's care and attendance is required (see Section 21.03g of this Article regarding the the Family and Medical Leave Act of 1993),
- (3) holidays associated with the religious faith of the employee, or
- (4) preplanned vacations.

e. Employees are expected to obtain prior approval from their supervisors for annual leave. However, there may be unforeseen circumstances or emergency situations where the employee cannot obtain the prior approval. In such circumstances the employee is expected to notify the responsible supervisor or his/her designee by 10:00 a.m. on the day of the absence of the reasons for and duration of the absence. Failure to give the required notice may result in the absence being charged to absence without leave (AWOL) unless there are extenuating circumstances. Employees also may be charged AWOL if the reasons for the unscheduled absence do not warrant the use of emergency annual leave. Time charged to AWOL is subject to review through the Negotiated Grievance Procedure (Article 16) of this Agreement.

f. The minimum charge for annual leave is one-half hour and additional charges are in multiples of one-half hour.

g. Management shall meet with GESTA before initiating any policy of forced annual leave and shall negotiate the impact of such policy.

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

**SECTION 21.02 Sick Leave**

a. Employees shall earn and be granted sick leave in accordance with applicable statutes, regulations and this Agreement. To the extent accrued, sick leave shall be granted when employees are incapacitated from the performance of duties by sickness, injury, pregnancy and confinement or for time off for medical, dental or optical examination or treatment. In addition, sick leave may be used in limited amounts and in accordance with 5 Code of Federal Regulations (CFR) 630.401 for the following:

- (1) care for a family member, as defined in 5 CFR 630.1201, with a physical or mental illness, injury, pregnancy, childbirth or medical, dental, or optical examination or treatment;
- (2) making arrangements and/or attending the funeral of a family member;
- (3) when exposure of an employee to a communicable disease may present a health risk to others; or
- (4) adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

b. The minimum charge for sick leave is one-half hour and additional charges are in multiples of one-half hour.

c. Employees are responsible for notifying their supervisors when they are unable to report for work because of illness or injury. Whenever possible, sick leave absences should be reported by 10:00 a.m. on the day of the absence. Employees are expected to request advanced approval from their supervisor for sick leave for prearranged medical, dental, or optical examination or treatment. When illness occurs while the employee is on duty, a visit to the Health Unit shall not be a prerequisite for granting sick leave.

d. Management agrees that a medical certificate will not be required to support sick

leave absences of five (5) consecutive workdays or less. The employee's initials on the Time and Attendance Record will constitute the personal certification of the employee as to the incapacity for duty.

e. Normally, sick leave absences in excess of five (5) consecutive workdays must be supported by a medical certificate. In certain instances it may be unreasonable to require such a certificate. In such cases a signed statement by the employee stating the nature of the incapacity and the reason why a certificate was not obtained may be submitted upon return to duty in lieu of a certificate, subject to approval from the supervisor. Management may establish a deadline for the submission of the certification. This deadline will be no sooner than five (5) workdays from the employee's return to duty.

f. In cases of alleged sick leave abuse, the supervisor shall first meet with the employee to discuss the reason(s) and basis for the suspected sick leave abuse. At this meeting the employee shall be permitted an opportunity to explain the reasons for the absences and use of sick leave. If the employee's explanation is acceptable, no further action will take place. If, however, the sick leave use is still questionable, the employee may be given written notice of the special requirement for obtaining medical certificates or other evidence to support the sick leave absences. This special requirement shall be established for a specified time period, not to exceed six (6) months. GESTA will be notified in accordance with Article 8, Section 8.03h of this Agreement.

g. Sick leave may be advanced in cases of serious disabilities or ailments when required by the exigencies of the situation. To obtain the advance, the employee must submit a request in writing with a medical certificate through supervisory channels to the Director of Human Resources. An advance of sick leave may be granted only if the employee has not accrued sufficient sick leave to cover the period of incapacitation and if Management has reason to believe the employee will return to work after recovery. It is not required that an employee use annual leave before advanced sick leave is granted.

h. When sickness occurs for one or more days during a period of annual leave, the period of illness may be charged to sick leave and the charge of annual leave reduced accordingly.

i. An employee retiring for reasons of disability is entitled to use accrued sick leave prior to separation as provided in the regulations.

j. An employee who is under a doctor's instruction to limit work activities shall present a written statement from the attending physician to his/her supervisor.

**SECTION 21.03** Leave Without Pay

a. Leave without pay may be granted to employees consistent with the Center's

policies and applicable laws and regulations.

b. Subject to workload and staffing considerations, the Center Director or his/her designee may grant employees leave without pay in one (1) year increments or any fraction thereof in order to serve in full-time positions as officers or representatives of the International Federation of Professional and Technical Engineers or AFL-CIO affiliates excluding positions with GESTA.

c. Leave without pay shall be granted as appropriate under regulatory requirements to protect employee status and benefits during any period pending action by the Office of Worker's Compensation Programs (OWCP) on a claim resulting from work-related injury or illness. Employees who elect to use sick or annual leave while claims are pending with OWCP shall be advised by Management as to procedures for the buy-back of leave in the event the claim for compensation benefits is approved.

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

e. Employees returning to duty from leave without pay shall be granted such rights, privileges and seniorities to which they may be entitled in accordance with appropriate regulations.

f. Nothing in this Article shall be construed to affect employee rights in the application of reduction-in-force procedures.

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

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

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

**SECTION 21.04** Excused Absence for Climatic/Emergency Conditions

a. If early dismissal is authorized because of weather or other emergency conditions, all nonessential employees who are in a duty status shall be excused from work without charge to leave from the time specified by the early dismissal notice.

b. Employees who apply for annual leave after receipt of the early dismissal notice shall be charged leave in multiples of one-half hour from the time they depart until the time set for dismissal. Employees who are on previously approved annual leave, sick leave or leave without pay shall be charged the type of leave previously approved for the entire or part of the day that the installation is closed.

c. Where employees make every reasonable effort to get to work on time but are unable to do so because of snow or ice storms, flooding or other severe weather conditions, supervisors may grant excused absence without charge to leave for up to one (1) hour.

d. In the event severe weather conditions develop during nonwork hours, which require the closing or delaying the opening of the installation, Management shall notify radio and TV stations in the Metropolitan Washington/Baltimore/Annapolis area.

**SECTION 21.05** Excused Absence for Court Service and Jury Duty

a. In the event an employee is called for jury duty, jury duty examination, or to serve as a witness in a court case where the United States or a state or local government is a part of the proceeding, Management shall grant court leave not to exceed eight (8) hours per day, consistent with applicable regulations. This provision does not apply to appearance in court in an official duty capacity or to witness service in judicial proceedings involving private parties only.

b. Employees called for the above civic duties shall notify their supervisors promptly and submit a copy of the court order or summons. Upon completion of the jury duty or witness service, an employee shall present to his/her supervisor satisfactory evidence of the time spent performing such duty or service together with any record of jury duty or witness fees. Fees or allowances received by the employee will be treated in accordance with applicable regulations. Allowances received for travel expenses and meals shall be retained by the employee.

**SECTION 21.06** Excused Absence for Voting and Registration

a. Management and GESTA mutually agree all employees should be encouraged to exercise their right to vote.

b. Excused absence without charge to leave may be granted for employees to vote in national, state, or municipal elections or referendums in their residential areas as follows:

1. When the polls are not open at least three (3) hours either before or after the employee's regular hours of work, the employee may be granted the amount of excused absence which will permit reporting to work three (3) hours after the polls open, or leave work three (3) hours before the polls close, whichever requires the lesser time off.

2. When the place of voting is beyond the normal commuting distance and in a location where absentee ballots are not permitted, the employee may be granted time off to

vote, not to exceed one (1) day. If additional time is necessary for this purpose, it must be charged to leave.

c. Excused absence to register to vote may be granted on substantially the same basis as for voting except that no time will be granted if registration can be accomplished on a non-workday or during non-duty hours.

**SECTION 21.07** Religious Observance

To the extent called for in Public Law 95-390, dated September 29, 1978, supervisors shall accord employees the opportunity for compensatory time work in connection with taking time off without charge to leave if the personal religious beliefs of an employee require abstention from work.

**SECTION 21.08** Employees who volunteer as blood donors without compensation to off-Center blood drives sponsored by the American Red Cross, military hospitals or other blood banks or to respond to emergency calls for blood donors will be authorized up to three (3) hours of excused absence (to include travel and recuperation time). The excused absence will apply on the day the person donates blood. For the Center's blood donation program, employees may be excused for the amount of time necessary to give blood and recuperate. An employee who suffers adverse physical effects should report to the Health Unit for examination. If the examining physician determines that the adverse effects warrant excusing the employee from his/her assigned duties for the remainder of the day, the physician will notify the employee's supervisor. The supervisor will excuse the employee from duty for the remainder of the day without loss of pay and without charge to leave. The employee has the right to select the time/date that he/she wishes to donate blood subject to approval from the employee's supervisor.

**SECTION 21.09** The Center agrees to continue the Leave Transfer Program.

**SECTION 21.10** In lieu of using annual leave, sick leave or leave without pay, on a case by case basis and only upon formal approval in advance by the Center Director, an employee may work some or all of his/her official duty hours away from the traditional office work site for a specified time-limited period in order to accommodate a situation posing a severe personal hardship on the employee which would likely prevent the employee from continuing to work. Such an arrangement may be appropriate for varied reasons, including but not limited to recuperation of the employee or a dependent family member from major illness or injury, a personal or family crisis, or unusual home care requirements for a newborn or newly-adopted child. The alternate work site will usually be the employee's residence.

An employee wishing to pursue a work at home arrangement must, in conjunction with the supervisor, define: a fixed work schedule which includes hours to be worked at home and hours to be worked at the traditional office site; tasks which can reasonably be performed by the employee at the home work site; methods for the supervisor to

transmit to and receive assignments from the employee and to account for the time and attendance; any equipment or other services needed at the home work site; and the expected duration of the work at home arrangement.

A request for a work at home arrangement should be submitted by the employee's supervisor through intervening levels of Management and the Director of, to the Office of Human Resources (OHR). The OHCM will provide a recommendation to the Center Director and, if approval is recommended, will also prepare the necessary documents to effect the work at home arrangement and forward them to the Center Director for signature.



## **Article 22 Holidays**

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

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

**SECTION 22.03** In accordance with the Law, an employee who is required to work on a holiday shall receive pay at his/her rate of basic pay plus premium pay at a rate equal to his/her rate of basic pay for all hours not to exceed eight (8) hours worked on such holiday. Premium pay, as appropriate, will be paid in accordance with applicable regulations (see Article 13 of this Agreement). Overtime work performed on a holiday shall be compensated for in the same manner as overtime work performed on any other day.

**SECTION 22.04** It is agreed that an employee shall not be scheduled to perform work on a holiday which is not essential or required to meet an emergency workload commitment.

**SECTION 22.05** Holidays will not be considered for use as furlough days unless mutually agreed upon by the parties.

## **Article 23 Position Classification Program**

**SECTION 23.01** It is agreed that the classification program shall be conducted in accordance with the guidelines issued and authorities delegated by the Office of Personnel Management (OPM). Management will maintain current and accurate position descriptions for all positions in the Units.

**SECTION 23.02** Management agrees that each employee is entitled to a copy of his/her current position description. If an employee changes positions as a result of a reassignment during a reorganization, a promotion, or any other personnel action, Management agrees to provide the employee with a copy of the description for the new position within thirty (30) days.

**SECTION 23.03** To assure that positions are properly described and classified, supervisors are expected to report major changes in duties and responsibilities of employees to the Office of Human Resources (OHR). Upon request, the employee shall be informed by his/her supervisor as to the status of the action to redescribe his/her position. The supervisor shall discuss any change in classification which will affect the grade, series, title, or qualification requirements of the position with the employee before the effective date of the change. Upon written request to the OHCM, the reasons for the change in classification will be provided in writing to the employee. Except for employee initiated changes, when any classification action takes an employee out of the GESTA Bargaining Units, the employee will be notified in writing of the reasons for the change.

**SECTION 23.04** When the phrase "performs other duties as assigned" or a similar statement is included in a position description, it shall be understood to mean minor or incidental tasks related to the position being described. If there are changes in the major duties and responsibilities regularly assigned the position, prompt action shall be initiated to amend the position description. The revised position description will be provided to the employee within thirty (30) days.

**SECTION 23.05** An employee who believes that his/her position is improperly described or classified should first discuss the matter with his/her supervisor. If unable to resolve the problem, the employee may request an explanation of the classification and/or an audit of the position. Employees may have a GESTA representative present during such an employee requested explanation and/or audit. The GESTA representative attending an audit will be in a non-participatory status. The purpose of an audit is for the employee to explain the duties and responsibilities actually being performed. If this audit does not resolve the problem, the employee may appeal the classification action in writing to the OHCM, directly to NASA Headquarters, or to the OPM. The appeal must concern the classification of the position, not the accuracy of duties described in the position description. An employee may file an appeal at any time relative to a classification currently in effect.

If the employee appeals to the OHCM directly, within seven (7) workdays of the receipt of the written appeal, a personnel management specialist will contact both the employee and the appropriate supervisor(s) to arrange for a fact-finding session. Upon request, applicable classification guidance will be made available for review and discussion with the employee and his/her representative prior to the fact-finding session. If a representative is desired, the employee must designate the representative in writing to the OHCM. The selection of a representative does not convey a right to the representative to be present during any fact-finding session conducted where the employee is not present.

All parties bear the same obligation to cooperate in processing the appeal. This includes the requirement to provide information in a timely fashion and in a manner specified. The representative should relay instructions from the OHCM to the appellant as quickly and accurately as possible. Employees are entitled to GESTA representation and assistance at any phase of a classification appeal.

The OHCM is responsible for determining the best method of gathering facts concerning the duties, responsibilities and qualification requirements of the appealed position. However, the appellant's representative may submit any information concerning the position which is significant to its classification.

A decision will be rendered by the Director of Human Resources or his/her designee and forwarded to the employee along with any evaluation statement prepared. The employee may file a further appeal with NASA Headquarters or the OPM according to prescribed procedures.

**SECTION 23.06** NASA classification codes may be appealed only under the NASA Classification Appeals Procedure. The inclusion or exclusion of a duty in the official position description or the accuracy of the official position description is not appealable under the Classification Appeals Procedure. If the accuracy of the position description cannot be resolved between the employee and the supervisor, the OHCM will decide the appeal on the basis of the actual duties and responsibilities assigned by Management and performed by the employee. Disputes concerning the accuracy of position descriptions where there is no classification issue involved may be submitted at STEP 2 of the Negotiated Grievance Procedure (Article 16) of this Agreement.

**SECTION 23.07** When an appeal has been filed, Management shall provide the appellant and any GESTA representative designated by the employee with copies of all correspondence and material submitted as a result of the appeal. In the event an employee has filed a classification appeal, Management shall not take action to adjust the employee's duties because he/she filed an appeal until a decision has been rendered on the appeal.

**SECTION 23.08** When a classification appeal has been decided with NASA or OPM, Center Management shall take appropriate corrective action.

**SECTION 23.09** The parties recognize that OPM occupational codes and the NASA classification codes assigned in the classification process are used as indicators of the occupational or work specialization of the positions.

**SECTION 23.10** No Unit employee shall be assigned for more than one (1) year to a position which has not been assigned a classification in accordance with the OPM regulations.

**SECTION 23.11** Temporary employees with appointments of more than 180 days shall be notified of the status and conditions attendant to their appointment, and/or extensions of their initial appointment, in accordance with OPM regulations.

**SECTION 23.12** Management agrees that a determination concerning the competitive level grouping of positions for retreating or bumping rights of employees and that consideration for repromotion shall be based on such factors as the duties of the positions involved and the qualifications and skills required to perform the work described in the official position description.

**SECTION 23.13** A classification decision which results in the reduction in pay of a Unit employee or alleged violations of this Article are subject to the Negotiated Grievance Procedure (Article 16) of this Agreement. All other appeals may be submitted to the OPM or to NASA Headquarters, except as noted in Section 23.06 of this Article.

## **Article 24 Promotions**

**SECTION 24.01** The parties recognize that the purpose of the merit promotion program is to assure selection from among the best qualified persons available to fill vacancies on the basis of merit, fitness, and qualifications and without regard to race, color, religion, national origin, marital status, sex, age, non-disqualifying physical disabilities, union affiliation, personal favoritism or political affiliations. Discrimination based on sexual orientation is a prohibited personnel practice. The merit promotion program does not guarantee promotion but is intended to assure that all employees receive fair and equitable consideration for promotional opportunities.

**SECTION 24.02** Competitive placement actions concerning Bargaining Unit positions shall be processed in accordance with the NASA Competitive Placement Plan (CPP), NASA Handbook (NHB 3335.1C) as supplemented by the following procedures:

- a. Vacancy announcements for positions within the Units will continue to be posted in buildings on bulletin boards for a minimum of nine (9) workdays. When the area of consideration is expanded beyond the Center, the announcement will remain open for a minimum of eleven (11) workdays.
- b. The evaluation factor(s) will be determined in advance of the vacancy announcement by the selecting official, subject to approval by the Director of Human Resources or his/her designee to assure compatibility with the current position description, and shall be listed in the announcement.
- c. The minimum area of consideration for positions within the Units will be at least Centerwide. For all advertised positions in the Bargaining Units, a first Certificate of Eligibles will be provided to the selecting official that includes only Goddard employees who were among the best qualified applicants. After considering applicants on the first Certificate of Eligibles and upon request of the selecting official, a second Certificate of Eligibles which includes all best qualified applicants within the advertised area of consideration will be provided.
- d. Evaluation panels may be used in accordance with the provisions of the CPP to evaluate candidates for Unit positions with projected promotion potential to the GS-14 or GS-15 level.
- e. It is agreed that deliberations of the evaluation panel involve the review of files and documents which are confidential in nature and subject to the Privacy Act. Panel members may not discuss the deliberations or information contained in files and documents outside the panel meetings unless such matters are appropriate for discussion with Center Management officials involved with the specific vacancy.
- f. When interviews are held, the selecting official shall give all the candidates who are on the Certificate of Eligibles the opportunity for an interview before final selection is

made. When interviews are held and where travel costs would be involved, a telephone interview may be arranged. Exceptions to these requirements may be made where applicants are unavailable due to absence on extended travel or leave and where they cannot be reached by phone.

g. Evaluation of each candidate for promotion shall be based only on material submitted by the employee to include the Standard Form 171 or Optional Form 612. In addition to the basic application form, applicants should submit their most recent performance rating of record. Employees will be responsible for submitting both the application and required supplemental documentation by the closing date of the announcement.

h. It is agreed that Management will advise the Union when a Management referral, as described in NHB 3335.1C, Chapter 2, Section 207.3, is being considered for a vacancy.

**SECTION 24.03** Management agrees to meet and confer with GESTA in accordance with Article 6 of this Agreement concerning changes in local policies and procedures for implementing changes in the CPP.

**SECTION 24.04** Employees within the Units who have been demoted within NASA without personal cause shall be given special consideration for repromotion as provided in the CPP and applicable regulations. Although not guaranteed repromotion, such employees should be repromoted when a vacancy occurs at their former grade (or any intervening grade) for which it can be demonstrated that they are well qualified. As a minimum, the selecting official shall review the repromotion eligible's Official Personnel Folder (OPF). Consideration of employees entitled to special consideration for repromotion must precede efforts to fill any vacancy by the CPP except when another employee has a statutory or regulatory right to be placed in or considered for the position. If a selecting official considers an employee entitled to special consideration under this paragraph but decides not to select the employee for promotion and then the employee is certified to the official on the Certificate of Eligibles and is not selected, the selecting official must state for the record his/her reason(s) for the non-selection. Upon request, the reason(s) for non-selection will be provided in writing to the employee. The names of employees entitled to special consideration for repromotion will be maintained in the Office of Human Resources (OHR).

**SECTION 24.05** Employees entitled to consideration for repromotion under the provisions of Section 24.04 of this Article shall be advised in writing by the OHCM of any merit promotion announcements for positions for which they qualify for special consideration ten (10) days, but no later than three (3) days, prior to closing the position to merit promotion or other selection processes. Repromotion eligibles who are going on leave or temporary duty away from the Center for more than ten (10) days may arrange with the OHCM to be included as a candidate for any merit

promotion competition for which they qualify while absent by specifying in writing what types of positions they wish to be considered for and the length of their absence. This can be done by submitting a written request to the OHCM.

**SECTION 24.06** GESTA shall be furnished a copy of all Center vacancy announcements prior to posting.

**SECTION 24.07** Employees who compete for competitive placement opportunities shall be provided the following information in writing by the OHCM:

- a. the name of the individual selected;
- b. whether the employee was found to be qualified on the basis of minimum standards;
- c. whether the employee's name was on the list of candidates from which selection was made; and
- d. upon request, the employee's individual score and the score needed to be on the best qualified list. Further, upon request, the unsuccessful candidates shall be advised in what areas, if any, they should improve to increase their chances for future promotions.

**SECTION 24.08** Promotion actions are not appealable to the Office of Personnel Management (OPM). However, OPM may investigate, in accordance with its regulations, an employee allegation that Management has not handled a complaint in accordance with the established procedures or that a basic requirement of the CPP has been violated. If an employee concern cannot be resolved on an informal basis and the employee submits a formal complaint alleging a violation of the CPP or this Article, the complaint will be processed under the Negotiated Grievance Procedure (Article 16) of this Agreement. Non-selection from among a group of properly ranked and certified candidates shall not be accepted as the basis for a formal complaint or grievance. Employees may be represented or assisted by GESTA in any formal complaint or grievance concerning a merit promotion action.

**SECTION 24.09** A career promotion is a promotion of an employee without current competition. When an employee's position is reconstituted at a higher grade because of additional duties and responsibilities, the employee may be eligible for a career promotion. All career promotions shall be consistent with the basic requirements established by OPM. Performance of work at the higher grade is not a prerequisite factor in determining career promotions.

Career promotions shall be awarded in a fair and equitable manner. Selection for a career promotion shall not be arbitrary or capricious.

**SECTION 24.10** Upon request to the OHCM or to their supervisor, an employee shall be provided information as to the projected promotion potential of his/her present job. Other information as to the projected promotion opportunities and career counseling services shall also be provided at the request of the employee.

**SECTION 24.11** Special consideration for a repromotion eligible shall continue for a four (4) year period unless the employee declines a reasonable offer of a position as defined in 5 Code of Federal Regulations, Section 536.206.

**SECTION 24.12** In accordance with NHB 3335.1C, Chapter 2, Section 202.2 dated February 1, 1993, an employee who was not afforded proper consideration due to a procedural error in a previous competitive placement action must be given priority consideration for the next appropriate (i.e., similar) vacancy for which the employee meets minimum qualifications to be filled under the CPP. Priority consideration means that the employee will receive consideration before other candidates. The selecting official will, at a minimum, review the employee's OPF or other information provided by the employee. If the employee is not selected he/she will be given written reasons for non-selection upon request.

**SECTION 24.13** Copies of the Agency-wide competitive announcements received by Management will be available in the OHCM.

**SECTION 24.14** The provisions of this Article apply solely to positions within the Bargaining Units. (See also Article 43, Section 43.04.)

**SECTION 24.15** Management agrees to provide GESTA with vacancy announcements currently open for competition under the revised CPP (i.e., NHB 3335.1C) and results of canceled and closed announcements. At any time upon specific GESTA request, GESTA will be informed as to what plans have been made for filling a previously announced vacancy. When a previously announced vacancy has not been filled, Management will inform all position applicants and GESTA, upon request, of the reason(s) for the decision not to fill the vacancy and whether a decision has been made to fill the vacancy in the future.

**SECTION 24.16** Upon an employee's request, the employee's supervisor will identify in writing to the employee specific objectives, tasks, training, or other requirements necessary for consideration for promotion up to the full performance level of his/her position.



## **Article 25 Within-Grade Increase**

**SECTION 25.01** Employees whose performance is determined to be at an acceptable level of competence, in accordance with Article 31 of this Agreement and appropriate NASA and Federal personnel regulations, shall be granted within-grade increases when they meet prescribed waiting period requirements.

**SECTION 25.02** Approximately ninety (90) days prior to an employee's completion of the time requirement for a within-grade increase, the Office of Human Resources shall forward a certification as to the level of competence to the appropriate organization. If there are factors in the employee's performance which may cause the within-grade increase not to be granted on its due date, he/she should be notified in writing at least sixty (60) days, but in no event less than thirty (30) days, in advance of the due date of the within-grade increase of the following:

- a. an explanation of each job element in which the employee's performance is considered to be below the acceptable level;
- b. what the employee must do on each job element to improve performance to the acceptable level; and
- c. how the supervisor shall provide assistance for the employee to improve the performance to an acceptable level.

**SECTION 25.03** When it is determined that an employee is performing below an acceptable level of competence, he/she shall be advised in writing as soon as possible after completion of the waiting period. The written determination shall include the reasons for that determination and information on the employee's right to request reconsideration of the determination by submitting a written request to the Director of Human Resources within fifteen (15) days after receipt of the determination notice. The reconsideration shall be accomplished by a Management official at a higher level in the organization who took no part formally in the original decision. The employee has the right to contest the basis for the determination personally and/or in writing and the right to have a GESTA representative or someone else of the employee's own choosing to assist in presenting the request for reconsideration. The employee shall be provided a written decision within fifteen (15) workdays. If circumstances prevent a decision within this time frame, the reconsideration file will be documented as to the reasons for that delay. If the reconsideration is unfavorable, the employee has, and shall be so notified, the right to file a grievance at STEP 2 of the Negotiated Grievance Procedure (Article 16) of this Agreement.

**SECTION 25.04** If a determination is changed as a result of a reconsideration or grievance, the employee is entitled to the within-grade increase on the date when the increase would otherwise have become due.

**SECTION 25.05** If the employee has not been given thirty (30) days advance notice as provided in Section 25.02 of this Article, the supervisor may still make a determination and deny the within-grade increase when it is due. However, in such

cases, the supervisor shall be required to make another determination sixty (60) days later. If the determination is reversed, the within-grade increase is effective on the date it was originally due. A new determination can be made at any time the supervisor concludes that the employee is performing at an acceptable level. A new determination, however, must be made no later than fifty-two (52) weeks from the date the within-grade was due. At any time within the above fifty-two week period the employee may request a discussion with the supervisor regarding his/her progress. Supervisors are encouraged to counsel with employees and assist them during this period and to make an interim determination if deemed appropriate.

## **Article 26 Hazard Pay Differential**

**SECTION 26.01** Employees are entitled to a pay differential for hours of duty involving unusual physical hardship or hazard as provided in Office of Personnel Management (OPM) and Agency regulations in accordance with the schedule published in Appendix A of Part 550, Code of Federal Regulations (CFR). However, hazard pay differential may not be paid an employee when (1) the hazardous duty has been taken into account in the classification of his/her position; or (2) when adequate safeguards, safety precautions, protective devices or procedures exist so that the degree of risk has been reduced to a negligible level. In accordance with the Factor Evaluation System, an employee's position description shall reflect any hazardous duty which was considered in the classification of the position. Exceptions to the above may be made in the following situation: (1) the actual circumstances of the specific hazard or physical hardship have changed from that taken into account and described in the position description, and (2) using the knowledge, skills, and abilities that are described in the position description, the employee cannot control the hazard or physical hardship, thus, the risk is not reduced to a less than significant level.

**SECTION 26.02** If the employee disagrees with the determination of Section 26.01 above, and where pay differential is the issue, the employee may follow the grievance and arbitration procedures outlined in Article 16 and 17 of this Agreement.

**SECTION 26.03** If there are work situations in the Units not covered in one of the categories for which OPM has authorized hazard pay, but considered by Management to warrant a pay differential because of severe hazard or hardship, they shall be submitted for review by OPM as provided in Section 550.903 of 5 CFR.

**SECTION 26.04** Nothing in this Article shall be interpreted to preclude the right of GESTA or the International Office of IFPTE to request OPM to consider amendments or additions to the schedule for hazard pay differentials.

## **Article 27 Incentive Awards Program**

**SECTION 27.01** Management and GESTA recognize the significance of, and the benefits to be derived from, the Incentive Awards Program. The Program shall be designed and administered to encourage employees to participate in improving the efficiency and economy of Government operations and to recognize and reward employees for suggestions, inventions, special achievements or other personal accomplishments.

**SECTION 27.02** Incentive awards shall be approved and presented in accordance with NASA and Center guidelines. Management will obtain and consider the views of GESTA prior to implementing any substantive changes in the Incentive Awards Program.

**SECTION 27.03** Management agrees that GESTA may appoint a member to serve on the Center Standing Awards Committee.

**SECTION 27.04** An employee dissatisfied with the decision on his/her suggestion may file a written request with the Awards Officer to have his/her suggestion reconsidered. A copy of the employee's written request shall be distributed to committee members when a committee is convened.

**SECTION 27.05** Suggestions that are initially rejected but later implemented shall be reconsidered for award purposes.

**SECTION 27.06** Based on a particularized need, and in accordance with the provisions of Title 5 United States Code, Section 7114(b), GESTA will be afforded the opportunity to review award justifications. Management agrees to address any errors in the awards process and, if necessary, will take action to appropriately recognize any employee adversely impacted by the error.

## **Article 28 Professional Recognition**

**SECTION 28.01** Management and GESTA recognize the importance of publishing the results of scientific and technical work in conformance with the highest appropriate standards of scientific and technical reporting. Such reporting may be in NASA scientific or technical publications, in contractor or grantee reports, in scientific or technical reports, in journals, in proceedings of professional meetings, and/or in any suitable media. Review and approval of the contents of all publications and presentations shall be through the normal Management review process.

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

**SECTION 28.03** No NASA editor or supervisor shall substantially alter a paper or report submitted for publication without discussing the reason for the change with the author prior to publication. The final decision as to whether or where to publish resides with Management, with consideration given to the author's request in this regard.

**SECTION 28.04** It is agreed that when material is approved by Management for presentation at a technical meeting, the principal author of the paper shall be permitted to make the presentation unless there are mitigating circumstances which preclude his/her attendance at the meeting.

**SECTION 28.05** Professional employees are encouraged to join and participate in technical societies. Employees may be authorized to attend or chair meetings of technical societies on work time, subject to Management approval. GESTA agrees that Management decisions concerning participation in the meetings of professional or technical societies will not be subject to the arbitration provisions (Article 17) of this Agreement. The issue of participation in technical society meetings may, however, be considered in the arbitration forum, if relevant, in a dispute related to an employee's performance rating.

**SECTION 28.06** For positions in basic and applied research, formally recognized professional contributions and achievements shall, at the request of the employee, be forwarded by the employee's supervisor to the Office of Human Resources for inclusion in the Official Personnel File (OPF) in accordance with OPM regulations.

**SECTION 28.07** When technical accomplishments are formally recognized through the Incentive Awards Program, they shall be documented in the employee's OPF. An employee may update the personal qualifications record in his/her OPF at any time to include additional information on their professional contributions, achievements, and activities. Such information shall not be altered or removed from the OPF without the knowledge of the employee.

## **Article 29 Equal Employment Opportunity**

**SECTION 29.01** The parties agree to work together to assure that all employees are given equal opportunity in all employment and personnel practices without regard to race, color, religion, age, national origin, sex, or physical or mental disability as required by law or regulation. Both parties agree that discrimination based on sexual orientation or marital status will not be tolerated at the Center. Discrimination based on either of the above factors is a prohibited personnel practice under Title 5 United States Code, Chapter 2302(b)(10).

**SECTION 29.02** Management agrees to inform GESTA of any changes in Equal Employment Opportunity (EEO) policies, programs and affirmative action plans which involve or affect employees in the Units. GESTA assistance, suggestions, and views shall be solicited in developing or revising EEO plans. GESTA shall be given copies of the Center's Affirmative Action Plan and any supplemental EEO plans which are developed for directorates where Unit employees are assigned. Upon request, GESTA shall be provided statistical data routinely maintained in the Equal Opportunity Program Office.

**SECTION 29.03** GESTA may submit nominations for prospective EEO counselors at the Center. Any candidate nominated must subsequently meet the qualifications criteria established by OPM prior to appointment as a counselor. The use of a GESTA nominee as an EEO counselor shall in no way interfere with the right of employees in the Units to consult with a counselor of their own choosing.

**SECTION 29.04** Employees who file EEO complaints shall be entitled to have a GESTA representative or any other representative of their own choosing assist and/or represent them in presenting and pursuing the complaint.

**SECTION 29.05** Management shall inform GESTA of all EEO complaints; informal complaints by statistics and formal complaints by name and, with the employee's consent, by category of complaint, e.g., race and/or sex consistent with applicable laws and regulations. Management shall inform GESTA of the date of formal EEO hearings five (5) workdays in advance of such hearings. However, it is understood that GESTA has no role or input in the processing or settlement of individual complaints unless it has been designated as the representative of the complainant. (See Appendix A)

**SECTION 29.06** An aggrieved employee having a complaint of discrimination shall have the right of review as set forth in the Civil Rights Act as amended and the Rehabilitation Act as amended.

**SECTION 29.07** Management agrees to treat matters of sexual harassment in accordance with the rules, regulations and guidelines promulgated by the Equal Employment Opportunity Council. Management will continue to circulate an annual

notice to employees stressing the importance of maintaining an environment free from sexual harassment.

**SECTION 29.08** GESTA may appoint a representative to each of the Center's EEO Advisory Groups.

## **Article 30 Training and Employee Development**

**SECTION 30.01** The Center shall provide training and career development opportunities to employees to acquire, maintain and improve the skills and professional knowledge necessary to perform their work effectively, to develop new skills and knowledge necessary to carry out the Center's mission, and to provide for career development opportunities where the needs of the Center and the interests of the employee are compatible. Management shall continue to publish information on training opportunities and programs available to Unit employees. The training program shall be administered subject to the provisions of law, regulations, Agency policy, budgetary constraints and this Agreement.

**SECTION 30.02** The Center encourages employees to discuss their individual career development goals and objectives with their supervisor and seek counseling from the supervisor and the Office of Human Resources (OHR) in attaining their goals. The OHCM shall provide information and advice to Unit employees and their supervisors concerning availability and relatedness of training programs in keeping with job-related needs and personal career objectives. Career counseling shall be available if requested by the employee and if the employee's career goals are consistent with current or projected training and staffing needs of the Center.

**SECTION 30.03** All training opportunities will be offered to Unit employees without regard to race, religion, sex, age, union affiliation or national origin. In a similar manner, physical disability shall not be used as a basis for discrimination, subject to the provisions of Title 5 United States Code, Section 7203. Discrimination based on sexual orientation or marital status is a prohibited personnel practice.

**SECTION 30.04** Management shall support all approved individual training requests and normally shall provide tuition and official time if the employee is otherwise in a duty status. Per diem and travel expenses to attend such training are subject to Management approval.

**SECTION 30.05** Employees who acquire new or enhanced skills related to their profession through self-training or training received outside Government channels are encouraged to document such training or self-development activities for inclusion as part of their Official Personnel Folder. Such documentation must be made part of the employee's record when presented by the employee or his/her representative subject to Office of Personnel Management rules.

**SECTION 30.06** Changes in the employee development policy statement presently set forth in the current GMI shall be submitted to GESTA in accordance with Article 6 of this Agreement.

**SECTION 30.07** Management may provide for the training and/or retraining of its employees in accordance with Section 30.01 of this Article and Article 3 of this



Agreement when affecting a major change in the Center's skill mix. When knowledge of the impact of pending changes in technology, function, organization, and mission is available, Management will plan for retraining of employees involved when appropriate. Management will consider the budget and workforce needs of the Center in making these determinations. Management will solicit and consider GESTA's views and recommendations before making such training or retraining program determinations.

**SECTION 30.08** It is generally understood that training for Unit employees usually falls within the following categories:

- a. training to maintain or enhance technical proficiency;
- b. training in the nontechnical aspects of individual work assignments and responsibilities; or
- c. retraining of employees affected by changes in the mission of the Center, technology, or the Center's skill mix.

## **Article 31 Performance Appraisal System (Also referred to as NASA Employee Performance Communication System "EPCS")**

### **SECTION 31.01**

The Performance Appraisal System will be conducted in a fair, equitable and reasonable manner and be free from prohibited personnel practices described in Title 5 United States Code (USC) 2302.

This performance appraisal system covers professional employees as defined in Title 5 USC 7103 (a)(15) and "technicians" as defined in this collective bargaining agreement.

### **SECTION 31.02 Purpose**

This system is intended to improve individual and organizational performance by enhancing communications between the supervisor and the employee. It is also instrumental in providing accurate information about work performance for use by Management and employees in making work-related decisions; increase individual and organizational effectiveness; foster more effective supervisor/employee working relationships; and clarify accountability. The system consists of an interactive results-oriented process tailored to the unique needs and style of the Agency. Specific actions by both the supervising official and the employee are required, and these actions must be carried out with a reasonable degree of rigor if optimum benefit is to be derived.

### **SECTION 31.03 Applicability**

The Performance Appraisal System for employees within the GESTA Bargaining Units will be implemented according to this Article, applicable law and regulation. Management shall not establish any secondary employee appraisal system, independent from or derivative of the system defined in this Article, at any administrative Center level.

### **SECTION 31.04 Union Representation**

Employees are entitled, at their option, to the presence of a GESTA representative:

- a. At the meeting when the final performance plan is presented to the employee for signature;
- b. At the mid-term review meeting;
- c. At any progress review meeting between the employee and the supervisor;
- and d. When the employee formally presents the information supporting his/her reconsideration

The unavailability of a union representative will not unduly delay a performance meeting between the employee and supervisor. Generally, performance meetings will not be postponed by more than one (1) workday to accommodate the employee's ability to secure a union representative.

### **SECTION 31.05 Definitions**

a. Critical Element - A work assignment or responsibility of such importance that a rating of Fails to Meet Expectations in that element would result in a determination that an employee's overall performance summary rating is Unacceptable. Such

elements shall be used to measure performance only at the individual level (5 CFR 430). The number of critical elements shall be applied in a fair and equitable manner and take into account the nature of the employee's job.

b. Non-Critical Element - A dimension or aspect of individual, team, or organizational performance, exclusive of a critical element, that is used in assigning a performance summary level. Such elements may include, but are not limited to, objectives, goals, program plans, work plans, and other means of expressing expected performance. Failure on a non-critical element cannot be used as a basis for a performance-based action, i.e., reduction in grade or removal from the Federal Service nor can the employee's overall performance summary rating be declared as *Unacceptable* based on that failure (5 CFR 430).

c. Performance Standards - Broad statements of expected accomplishments or behaviors. Performance standards may be expressed in terms of quantity, quality, timeliness, process, product, or other manner of performance. The performance standards must be job related, valid, reliable and, to the extent feasible, objective.

d. Performance Plan - All of the written performance elements and standards that set forth expected performance.

e. Progress Review - A Rating Official's and employee's review and documented discussion of the employee's performance; progress in meeting the performance elements and standards of the employee's performance plan; and, training and development needs and requirements. A progress review does not result in a Rating of Record.

f. Administrative Supervisor (Rating Official) - The official (usually the immediate supervisor) who is responsible for developing a performance plan; periodically reviewing performance; resolving employee work priority conflicts with the technical supervisor; and, appraising performance against the plan at the end of each appraisal period.

g. Technical Supervisor (including Detail/Matrix Manager) - The official who is responsible for providing formal technical supervision to an employee and providing assessments of the employee's performance consistent with the terms of this Agreement. This official may be the employee's Administrative Supervisor.

h. Reviewing Official - The official (usually the second-level supervisor) who reviews and approves a performance summary rating of *Distinguished*, *Needs Improvement* or *Unacceptable*.

i. Individual Performance Element Rating Levels - One of five (5) ratings, as listed below, assigned to an employee's performance on each element. A designation of "Not Rated" will be applied when an employee has had an insufficient opportunity to

demonstrate performance on the element.

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

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

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

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

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

j. Performance Summary Rating Levels - One of five (5) ratings, as listed below, assigned to an employee's overall performance:

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

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

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

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

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

### **SECTION 31.06** Details and Matrix

a. The performance appraisal shall be prepared by the person who is designated as the employee's Administrative Supervisor. That Official shall discuss the employee's performance with any other Technical Supervisor responsible for the employee's work during the appraisal period. Consideration of performance information provided by other than the Administrative Supervisor shall include consideration of the amount of time spent on such assignments.

b. For any detail or matrix assignment in excess of sixty (60) days, the Administrative Supervisor shall obtain a brief narrative statement of the employee's performance during that period from the Technical Supervisor. This narrative statement shall also be provided to the employee in a timely manner. To the extent that performance under a detail or matrix assignment of sixty (60) days or less, as explained by the Technical Supervisor, is relied upon by the Administrative Supervisor in determining the overall rating, a brief written summary of that assessment shall be made by the Administrative Supervisor and also provided to the employee in a timely manner.

c. If a detail or matrix assignment of fewer than thirty (30) days is instrumental to a *Needs Improvement* or *Fails to Meet Expectations* rating, the Administrative Supervisor shall include a brief statement as to what consideration was given to the period of time in the assignment. d. The Administrative Supervisor will coordinate preparation of

performance plans and input into the progress review process with Technical Supervisors of employees under details or matrix assignments, as appropriate. e. Employees who are detailed or matrixed assigned shall be promptly provided in writing with the name of the Technical Supervisor to whom assigned.

**SECTION 31.07** Basic Provisions

a. Appraisal Period - Appraisals of job performance will be made annually in writing. The performance appraisal period begins after presentation to the employee of his/her finalized performance plan. No performance appraisal rating will be assigned to any employee who has been under a performance plan for fewer than ninety (90) days.

b. Performance Plan Development – At the beginning of the appraisal period, the supervisor will establish a performance plan in consultation with the employee. They will review the employee’s skills and work experiences as they relate to the duties and responsibilities of the position description and the organizational unit. Before finalizing the performance plan, the supervisor must provide a draft of the plan to the employee and give the employee an opportunity to provide input/feedback. To the maximum extent feasible, the supervisor will respond to the employee’s contributions. In the case of disagreements, the supervisor will make the final decision concerning the content of the performance plan.

c. Meeting with the Supervisor – The Administrative Supervisor will meet with each 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.

d. Training and Development - An employee’s training and development needs must be addressed in the employee’s performance planning discussions. It is the joint responsibility of the employee and supervisor to certify on the performance plan that this discussion has taken place. These discussions may form the basis for an employee’s Individual Development Plan (IDP). All employees will be offered the opportunity to develop an IDP.

e. Progress Reviews - At a minimum, one (1) progress review will be conducted approximately at the mid-point of the appraisal period. Either the Administrative Supervisor or the employee may request additional progress reviews provided reasonable notice is given. Changes in the performance plan will be documented by the Administrative Supervisor and initialed by the employee. The Administrative Supervisor will provide, in writing, recommendations for improvement of problems discussed during the progress review when requested by the employee. The employee may document for the plan any concerns or reservations.

f. Notice of *Unacceptable* Performance - The employee may be rated *Unacceptable* only after being given at least sixty (60) calendar days prior notice to allow a reasonable opportunity to demonstrate acceptable performance while on a Performance

Improvement Plan (PIP). If necessary, the PIP period may be extended. The reasonable opportunity period, which will begin no less than seven (7) calendar days after issuance of the warning, is not extended by any annual leave, leave without pay, absence without leave, or any sick leave, unless significant periods of sick leave used by the employee during this period are determined to render such opportunity unreasonable. If the PIP, when issued, does not provide sixty (60) calendar days before the end of the annual rating period, the rating period will be extended for the duration of the PIP. The PIP shall be in writing and shall include the following elements:

1. Which performance elements and standards the employee is failing to meet;
2. What the employee must do to bring his/her performance to the Needs Improvement level; and
3. What assistance will be made available to the employee, to include, but not to be limited to the following:
  - a. to whom the employee will report;
  - b. what additional training, if any, will be offered; and
  - c. the frequency and purpose of meetings.

Upon the employee's request, a meeting will be held with the supervisor within seven (7) calendar days of issuance of the PIP to seek clarification of the items a thru c, listed above. The employee may have a union representative present at this meeting.

g. Remedial Actions - Administrative Supervisors will help employees improve unacceptable performance by providing as appropriate, training, counseling, review processes, and/or resource assistance. If unacceptable performance is the result of a new job requirement or a change in technology, training may be provided if appropriate. Employees who are not performing at the Fully Successful level will not be eligible to receive a Within-Grade Increase (WIG). When an employee's performance is rated Unacceptable after the PIP period, Management shall consider the full range of remedial actions, including reassignment, reduction in grade, and removal.

h. Reconsideration - Upon receipt of an official appraisal, the employee may request reconsideration as specified in Section 31.08c.(6) of this Article.

i. Use of Results of Performance Appraisal - The results of the performance appraisal will be used as a basis for making decisions with respect to training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees.

j. Performance Appraisal Form - All performance appraisal information will be recorded on the performance appraisal form and become a part of the official Employee Performance File (EPF). Specifically, the completed form shall be maintained for the most recent four (4) years within the EPF by the responsible office in accordance with the provisions of the Privacy Act. Except for general administrative purposes where the identification of an individual employee is not important, the responsible office will maintain an access/checkout record which indicates to whom the completed form or other EPF record was revealed and when. The record shall be available to the

employee for review upon request. If during the course of this Agreement, changes are proposed to the performance appraisal form, such changes shall be negotiated in accordance with the provisions of Article 6, Section 6.02(b) of this Agreement.

k. Union Activities - GESTA officials are expected to meet the performance standards for their position of record. When the employee is a GESTA representative who spends official time performing authorized labor relations activities, the performance appraisal process shall provide for due consideration by the supervising official of such activities. Adjustments may be necessary in the work requirements so that the employee is not penalized for engaging in authorized representational functions. The Performance Appraisal System will not be used to inhibit the representational activities of a GESTA official or representative nor shall that official or representative be denied access to the benefits of this system because of the time spent in that capacity. Requests for official time must be requested in accordance with Article 9.06.

l. Pre-established Distribution (Quotas) - Performance appraisals will be based solely on the employee's actual performance of the requirements specified in his/her performance plan. There will be no pre-established distributions (quotas).

### **SECTION 31.08** Appraisal Process

a. Performance Plan Development - The Administrative Supervisor will meet with each employee at the beginning of the appraisal period to get input/feedback from the employee; assure its clarity; and, provide the employee with a written copy of the final plan.

1. The plan will include the critical and non-critical performance elements of the position which are applicable to the appraisal period. The number of critical and non-critical performance elements shall take into account the nature of the employee's job and shall not be excessive.
2. The performance standards shall be recorded on the performance plan. Each standard must clearly communicate performance expectations. It should identify, where possible, the measures that will be used to evaluate the performance results. At a minimum, the standards must be written at the Meets Expectations level.
3. The establishment of Performance Element standards for the *Meets Expectations* rating level. The performance standards shall be recorded on the performance plan or will identify/reference appropriate guidance documents. When it is considered appropriate to include specific projects, tasks, or actions in the performance plan, they may be presented as performance standards. Administrative Supervisors must offer an employee the opportunity to provide input into his/her performance plan. Before finalizing a performance plan, the supervisor must provide a draft of the plan to the employee and give the employee an opportunity to provide input/feedback. The supervisor is ultimately responsible for the contents of the plan. When there are disagreements, the

supervisor will make the final decision on what is included in the plan.

Both the Administrative Supervisor and the employee will certify that the performance plan has been discussed. The employee may document concerns, reservations, and/or problems regarding the plan on the form.

To aid in the process of communications, any supporting documentation relevant to the performance elements, standards, and indicators may be reviewed by the Administrative Supervisor and employee as appropriate.

4. Each standard must include a sufficient number of performance indicators to clearly communicate performance expectations. Performance indicators should identify, where possible, the measures that will be used to evaluate the performance results and must be written at the *Meets Expectations* level.

b. Progress Reviews - This phase is intended to accommodate the objectives and mission of the GSFC and to increase communications between the Administrative Supervisor and the employee. Progress reviews should clarify or update the performance plan as the work unfolds and ensure that the final appraisal is based on the work actually performed. An employee must be given the opportunity to provide input relative to the elements/standards for the progress review. At a minimum, one (1) progress review will be conducted approximately mid-way in the appraisal period. Either the Administrative Supervisor or the employee may initiate additional progress reviews provided reasonable notice is given. The Administrative Supervisor shall initiate a progress review whenever there is a need to change the performance plan. The progress review includes an explanation of all changes from the original performance plan. Changes to the plan will be initialed and dated by the employee acknowledging that the change has been discussed. The employee may express his/her written reasons for concerns or reservations regarding the progress review for inclusion with the performance plan.

c. Performance Assessment - At the end of the appraisal period, performance is evaluated by comparing actual performance to the performance requirements in the performance plan. This assessment involves the followings steps:

1. The Administrative Supervisor must offer the employee an opportunity to provide input relative to his/her accomplishments against the performance standards.
2. The Administrative Supervisor will assess the employee's achievements against the performance standards and assign one of five rating levels to each element and to the employee's overall performance. In so doing, the Administrative Supervisor must prepare a general narrative statement of the significant aspects of the employee's job performance and include a rationale for the overall rating assigned.



3. The Administrative Supervisor shall take into consideration factors beyond the control of the employee.
4. The next higher level supervisor reviews the assessment if the summary rating assigned is Distinguished, Needs Improvement, or Unacceptable. Approval by the higher-level official is not required for a rating of Fully Successful or Accomplished.
5. After the review is completed, the Administrative Supervisor discusses the appraisal with the employee and provides him/her a copy of the completed appraisal form. The employee may make written comments in response to the appraisal.
6. The employee may request reconsideration of the appraisal by the Reviewing Official through the Rating Official within thirty (30) calendar days after receipt of the completed appraisal form. Within those 30 calendar days, the employee must provide any information in writing in support of the request. The employee will receive a decision within a reasonable period of time. During reconsideration, an employee will have access, upon request, to any material relied upon by the Administrative Supervisor to support either individual performance element rating(s) or the overall rating. Following reconsideration, an employee may grieve a performance appraisal rating in accordance with the Negotiated Grievance Procedure (Article 16) of this Agreement. If, on review, the rating and/or narrative is changed, a new form will be issued and filed in accordance with Section 31.07(i) and will bear no marking or annotation which would identify that the rating had been changed.
7. Upon request, GESTA shall be provided data which is normally maintained by the Agency in the regular course of business and is reasonably available, necessary, and relevant to the discharge of GESTA's collective bargaining and representational responsibilities, e.g., statistical summary of overall rating results for Unit employees under a Reviewing Official. This information does not include guidance, advice, counsel, or training provided for Management officials or supervisors relating to collective bargaining.

**SECTION 31.09 Performance Appraisal Responsibilities**

- a. In cases of reassignment, appraisal of performance at the end of an appraisal period is the responsibility of the current Administrative Supervisor. The current Administrative Supervisor shall contact the supervisor of each position to which the employee was permanently assigned during the rating period and obtain information on performance in such position(s) for consideration in the assessment of the employee's performance for the appraisal period.
- b. When an Administrative Supervisor changes jobs or leaves the installation within

ninety (90) days of the end of the rating period, s/he shall provide a performance assessment. The performance assessment will be taken into consideration by the current Administrative Supervisor. When the Administrative Supervisor changes jobs or leaves the installation with more than ninety (90) days left in the rating period, s/he shall provide a performance assessment for each employee for consideration by the new supervisor. When a Technical (detail/matrix) Supervisor changes jobs or leaves the installation and has observed an employee's performance for a minimum of (ninety) 90 days, then s/he shall provide a performance assessment.

c. Written performance assessments described in this Section will be provided to the employee upon request.

d. Information relied upon by the current Administrative Supervisor in assessing an employee's performance shall be provided to the employee in writing in a timely manner (i.e., as soon as practicable upon completion of a detail, reassignment, etc.).

**SECTION 31.10 Use of Appraisal Results**

The results of the performance appraisal will be used as a basis for promoting, training, reassigning, rewarding, reducing in grade or removing, and/or retaining employees as follows:

a. Promotion – Performance appraisals are one of the factors used in considering promotion eligibility.

b. Training – An employee's need for training, as evidenced in performance appraisals, shall be a factor in Management's decision concerning training and development plans. An employee will be provided appropriate training if poor performance is a result of a new job requirement or a change in technology.

c. Reassignment - If an employee's performance appraisal reveals that his/her abilities could be utilized more appropriately in another position, reassignment will be considered. In addition, an employee can request reassignment in accordance with Article 11.03.

d. Within-Grade Increase (WIG) - An employee will be granted a WIG if the most recent appraisal rating is Fully Successful or higher. An employee with a lower rating of record will not be granted a WIG until overall performance returns to at least Fully Successful. If the most recent appraisal does not support the decision, there must be a written assessment of performance, based upon the performance plan, setting forth the reasons for granting or withholding the WIG.

e. Performance Awards - Employees shall be considered for and granted cash awards, time off awards, and quality step increases as follows:

1. An employee who receives a performance summary rating of *Distinguished*,

*Accomplished or Fully Successful* is eligible for monetary and non-monetary recognition. Subject to available funds, performance awards will be based upon a percentage of salary. Awards may include a combination of cash and time off. The monetary value of the combined award will not exceed the designated award percentage for the rating level.

2. An employee who receives a *Needs Improvement or Unacceptable* performance rating is not eligible for either a monetary or non-monetary performance award.

3. All awards will be processed in accordance with NPR 3451.1, "NASA Awards and Recognition Program" or its successor document. Awards will be granted on the basis of merit only and shall not be influenced by pre-established distribution based on preferential assignment or grade.

f. Reduction in Grade or Removal – An employee may be reduced in grade or removed if s/he continues to fail to meet expectations after assistance and a reasonable opportunity to improve is given. Appropriate measures will be taken to assure the reasonableness and fairness of the associated PIP. Such action will be taken in accordance with law, regulation and the provisions of this Agreement.

g. Retention - In the event of a reduction in force, credit for performance will be computed in accordance with 5 CFR 351.504, "Credit for performance."

#### **SECTION 31.11** Performance Appraisal Training

Management agrees to develop and administer a briefing for all Bargaining Unit employees no later than sixty (60) calendar days after implementation of significant program changes. A continuing program will be maintained for new employees.

#### **SECTION 31.12** Performance Appraisal System Evaluation

The Performance Appraisal System will be evaluated for effectiveness and regulatory compliance in accordance with Agency requirements. GESTA shall be invited to participate in feedback activities that include bargaining unit employees and shall receive copies of the results of such feedback.

#### **SECTION 31.13** Records

All completed appraisal forms are for official use only. The responsible office will assure that performance appraisal files are maintained and retained in accordance with Office of Personnel Management regulations at 5 CFR 293, Subpart D.

#### **SECTION 31.14** Probationary Employees

Probationary employees are subject to the provisions of 5 CFR 315, Subpart H. Generally speaking, the first year of service of a new employee who is given a career or career-conditional appointment is a probationary period. Such employees shall receive performance feedback on a regular basis.

**APPROVED THIS 7<sup>th</sup> DAY OF AUGUST, 2007 BY:**

Edward J. Weiler Director Goddard Space Flight Center David R. Jones President  
Goddard Engineers, Scientists, & Technicians Association, Local 29

**NEGOTIATING COMMITTEE**

Tonya B. West John T. Riley Bernadette G. Fowler Walter T. Flournoy Lia S. Jones Dr.  
Donald W. Deering

## **Article 32 Safety and Health**

**SECTION 32.01** Management agrees to provide and maintain safe working conditions, and the parties will comply with all existing and future applicable federal, state and local laws and regulations relating to the safety and health of employees covered by this Agreement.

**SECTION 32.02** Employees have the right to report and request an inspection of unsafe or unhealthful working conditions, existing in any workplace where such an employee is employed. Upon the request of the individual making the report, no person shall disclose his/her name or other personal identifiers except in accordance with the provisions of 29 CFR 1960. Suspected hazards, unhealthful or unsafe work conditions identified by employees should be immediately reported to the responsible supervisor or Facilities Operations Manager, or the Head of the Safety, Environmental and Security Office (SESO). The decision to close down or modify an operation or work activity because of unsafe conditions shall be made by the supervisor, the Safety Officer or responsible Management officials in the Center's safety and health organization. Management will not require an employee to work in areas or on equipment where conditions detrimental to safety or health exist. Where there is reason to believe imminent danger to life or safety exists, the work or test operations should be suspended immediately pending assessment or correction of the hazard. Management and GESTA agree to cooperate to prevent and/or eliminate accident, injury, and health hazards.

**SECTION 32.03** Decisions on application of safety and health standards and alleged unsafe or unhealthful conditions shall be made by occupational safety and health specialists and officials in the Center's safety and health organization. Unit employees may obtain the assistance of GESTA representatives in resolving disputes concerning alleged hazardous conditions. Such complaints may be referred directly to the SESO or presented at labor-management meetings as indicated in Article 7 of this Agreement. Unit employees and their GESTA representatives shall be advised as to the disposition of any complaint or recommendation which they submit. Written complaints or presentations shall be evaluated by technical specialists in the Center's health and safety organization or Occupational Safety and Health Administration (OSHA) representatives. An employee who has submitted a written report of unsafe or unhealthful conditions will receive a written, detailed assessment of the situation to include a general reference to applicable statutory or regulatory citations within fifteen (15) days if Management determines there are not reasonable grounds to believe that a hazard exists and does not plan to make an inspection based on such a report.

**SECTION 32.04** Hazard assessments shall be made in any work area or operation which may involve potential safety or environmental health problems to assure that adequate protective clothing, devices, and safety measures are used to minimize or eliminate any risks to the safety and health of employees. Employees assigned to work in areas or operations where there are potential hazards shall be instructed by the

responsible supervisor as to the nature of the hazards and operational and emergency safety measures and procedures to be followed. Where employees are exposed to a potentially hazardous environment in their regular work assignments, as determined by the SESO, they shall be given medically prescribed periodic examinations under the Center's medical monitoring program.

**SECTION 32.05** It is agreed that Management shall provide all protective clothing, special tools, warning systems and/or devices determined necessary by the SESO to assure the safety of employees in performing work assignments. Employees will use and honor such tools, warning systems and devices.

**SECTION 32.06** GESTA is encouraged to submit its suggestions and recommendations for changes in safety policies and practices at any time. Safety problems or recommendations may be referred to Management through regularly scheduled labor-management meetings. Matters of immediate concern involving imminent danger or safety hazards should be referred directly to the SESO or appropriate officials in the Center's safety and health organization.

**SECTION 32.07** Employees within the Bargaining Units may be appointed to serve on standing or ad hoc safety or health committee(s). Selections for such assignments shall be made by the Chairperson of the Safety and Environmental Steering Committee (S&ESC) on the basis of professional disciplines and work related knowledge required. GESTA shall be given the opportunity to nominate unit employees for consideration for such committee assignments. Nominees identified by GESTA shall be carefully considered based on their experience and qualifications and availability for the work assignment.

**SECTION 32.08** GESTA may be given the opportunity to designate a representative to accompany OSHA or Headquarters inspectors in annual walk-through inspections conducted by area safety committees. Management shall allow a GESTA representative the opportunity to accompany inspectors during the inspection of the workplace. During the course of an inspection, any employee in the Units will have the opportunity to report an unsafe or unhealthful working condition to the inspectors. The GESTA representative has the right to participate in the closing conference, if one is held, after the inspection has been completed and be informally advised of any apparent unsafe or unhealthful working condition disclosed by the inspection. If there are accidents involving serious injuries or death to Unit employees, or property damage to work areas of Unit employees, GESTA will be given the opportunity to nominate a representative to participate as an observer in the investigation conducted by an accident investigation committee.

**SECTION 32.09** GESTA shall be provided copies of reports from SESO walk-through inspections and quarterly statistical reports on occupational injury and illness cases.

**SECTION 32.10** Management shall provide first-aid treatment for any employee who

is injured in the performance of work or contracts a job-related disease or illness. Management shall make every effort to arrange transportation, if required, for an employee incapacitated due to illness or an accident on the job. Employees injured on the job shall not be charged annual or sick leave on the day of the injury. Subsequent payments for time lost due to on-the-job incurred injuries shall be in accordance with applicable regulations on compensation or leave.

**SECTION 32.11** Workers' compensation benefits for job-related injuries or occupational illnesses shall be determined by the Department of Labor's Office of Workers' Compensation Program. Employees who suffer job-related injuries or illnesses shall be advised as to their rights, benefits and procedures for filing a claim under the Compensation Act.

**SECTION 32.12** Subject to applicable regulations, no employee is required to submit to any fitness for duty medical examination and/or testing by Center-designated practitioners. The employee has the right to seek judgements as to fitness for duty from independent Board certified licensed practitioners in accordance with regulation. Records of such judgments shall be made a part of the record for any decision and shall be rigidly controlled in accordance with the Privacy Act. A fitness for duty examination requested by Management shall require the concurrence of the Director of Human Resources or his/her designee.

**SECTION 32.13** Medical information maintained by the Center on any employee shall be made available for review by the employee or his/her designated representatives in accordance with provisions of 5 Code of Federal Regulations (CFR) and the Privacy Act. Subject to the Privacy Act, Medical information will not be released without prior approval from the employee.

**SECTION 32.14** The Center shall participate in the Federal Employee Occupational Health Program and provide medical treatment and services for employees consistent with related program guidelines issued by the OPM and NASA and subject to available funds. Employees who receive medical services or examinations during work hours at the Center's medical facility shall not be charged annual or sick leave if they are otherwise in an active duty capacity, excluding physical fitness program participation.

**SECTION 32.15** Periodic health maintenance examinations may be made available to employees on a voluntary basis. The scope and frequency of the physical examinations and the tests provided will be determined by the Center's Medical Officer consistent with NASA policies and availability of funds for that purpose. Any findings or records developed as a result of voluntary participation in health maintenance or screening examinations shall be safeguarded as medically confidential. These Health Screening Maintenance Clinic records shall be maintained in accordance with the provisions of the Privacy Act (see Article 5, Section 5.08 of this Agreement).

**SECTION 32.16** Recognizing that health, safety, productivity and morale are

influenced by work environment, Management agrees to provide employees necessary space with adequate lighting, ventilation, and heating in which to perform their assigned duties. Where employees feel that the work environment does not permit performance of their assigned duties, they should report the problem to their immediate supervisor. The supervisor shall investigate the situation and advise the employee of the findings.

**SECTION 32.17** If a Center Management official directs an employee to change his/her dress or personal appearance for health or safety reasons, the employee shall be given the reasons in writing.

**SECTION 32.18** Management agrees to implement the Alcoholism and Drug Abuse Program as provided in the Employee Assistance Program and to make employees aware of the program. Management shall provide GESTA with available information on OPM training in these areas.

**SECTION 32.19** Subject to available funds, Management agrees to provide:

- a. training in first-aid, resuscitation, and fire extinguisher use;
- b. the NASA supervised physical fitness program and through its medical services contractor shall provide facilities and an appropriately staffed program as required by NASA Management Instruction (NMI) 1800.4. The parties agree that the use of the physical fitness facility by contractor employees is limited to specific Centerwide activities, e.g., Fun Run. GESTA will meet at least semi-annually with the health facility manager;
- c. free "flu shots" annually on a voluntary basis for all Unit employees, as determined necessary by a competent Federal medical officer. Tetanus immunizations and similar immunizations shall be provided for employment-related reasons; and
- d. medical assistance at the Center's Health Unit in the administration of medicines, changing of dressings, and available therapy at the request of the employee's private physician and prescription.

**SECTION 32.20** Management agrees to provide training for GESTA representatives to assist them in participating in workplace safety inspections referenced in Section 32.08 of this Article.

**SECTION 32.21** Management agrees to maintain a Centerwide Safety and Environmental Steering Committee during the life of this Agreement. The purpose of the Committee will be to monitor and promote the Center's Safety and Environmental Program as well as assist Management to maintain an open channel of communication between employees and Management concerning safety and environmental matters. The Committee will be chaired, on a two (2) year rotating basis, by a senior Management official and will be comprised of senior Management officials from each directorate. The GESTA units will be allowed to designate a total of two (2) representatives to serve on the Committee. This Committee will meet as needed and will issue minutes of the meetings to Committee members. Minutes for the GESTA



representatives will be sent to the Union office address. The Committee will meet annually with the Center Director to review program status.

**SECTION 32.22** GESTA shall receive formal notices of unsafe or unhealthful working conditions. In addition, GESTA shall be provided copies of any Center abatement plans prepared in accordance with 29 CFR 1960.30(c).

**SECTION 32.23** Management shall furnish to GESTA copies of applicable accident investigation reports which concern accidents resulting in a fatality or the hospitalization of five (5) or more employees.

**SECTION 32.24** Exposure to airborne concentrations of asbestos fibers shall be considered unacceptable when the eight (8) hour time-weighted average of airborne concentrations of asbestos fibers exceeds current industrial standards in accordance with 29 CFR 1910.1001 unless personal protective equipment is used.

## **Article 33 Official Personnel Records**

**SECTION 33.01** The Official Personnel Folder (OPF) prescribed by the Office of Personnel Management (OPM) is the 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 Office of Human Resources (OHR) in screening qualifications, determining status, computing length of service, and other information needed in providing personnel services. In addition, OPFs may be reviewed by, or be used to furnish information to, supervisors, managers, and other officials whose duties require access to such OPFs. A checkout and access record shall be maintained in the OPF for the life of the file in accordance with the Privacy Act regulations.

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

**SECTION 33.03** Any record in the OPF which has not been disclosed to the employee shall not be used as a basis for disciplinary action. Except as provided by the OPM regulations, no material of a derogatory nature which has not been subject to due process procedures (legal or administrative) which might reflect adversely upon the employee's character or Government career shall be placed in the OPF without the employee's knowledge and an opportunity for the employee to provide an explanation or a rebuttal for the OPF.

**SECTION 33.04** Records of complaints and charges determined to be unfounded, placed in the OPF, shall be only those authorized by the OPM as required records or as necessary to document entitlement to back pay or other benefits. Such complaints or charges shall not be considered in connection with any disciplinary action or promotion consideration.

**SECTION 33.05** OPFs shall be maintained in accordance with regulations and instructions issued by the OPM. Employees may submit written requests for correction or amendment of records in their OPF to the Director of Human Resources. Corrections or amendments shall be made within thirty (30) workdays unless the request is denied. If the request is denied, the employee shall be advised in writing of the reasons within ten (10) days and the procedures for appealing the denial under the Privacy Act.

**SECTION 33.06** In accordance with the Privacy Act regulations, OPFs will not be disclosed to any Federal official without the consent of the subject individual unless such disclosure is necessary for the performance of official duties. It is the policy of the OHCM that any individual removing an OPF from the file shall not disclose the content of an OPF to any person whose duties do not require access to such materials. OPFs

will not be removed from the OHCM without written authorization from the Director of Human Resources, which shall be kept with the checkout card and which shall include the reasons for the removal and review. Upon request, an employee may review the checkout card for his/her OPF.

## **Article 34 Supervision**

**SECTION 34.01** The parties recognize that due to the Center's project-oriented environment, work is often accomplished by collocating employees with organizations other than the one to which they are assigned. In these situations, the employees have an administrative supervisor, plus a day-to-day technical supervisor in the organization to which collocated. Each employee is entitled to know who his/her supervisor(s) is and shall have direct access to his/her supervisor(s) at a time convenient to both the employee and the supervisor(s).

**SECTION 34.02** Employees have responsibilities consistent with their professional capacity and grade for setting day-to-day work priorities (tasks); however, in the event that there are unresolvable conflicts between multiple assignments, the administrative supervisor will establish priorities.

**SECTION 34.03** Employees shall not be required to report to more than one administrative supervisor. In the event that a higher ranking member of Management gives orders or directions directly to an employee without the knowledge of the employee's supervisor and these 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 simultaneously, the administrative supervisor will establish task priorities. In cases where there is both an administrative supervisor and technical supervisor(s) and ambiguities on task priorities persist, the administrative supervisor will establish priorities and notify the employee. Upon request, this notice will be provided in writing. This Section does not prohibit an employee from receiving work assignments from authorized project leaders or supervisors other than the administrative supervisor.

**SECTION 34.04** GESTA, through its representatives, may bring to the Labor Relations Officer's attention, situations within the Units where they feel there are work-related problems due to supervisory performance.

**SECTION 34.05** The parties hereto recognize that a unique and special situation exists with respect to Unit employees whose job assignments deal with contracted out work. In such a situation the employee's duties may often be intermingled with or overlap the work of the contractor. The supervisor, therefore, shall take particular care to define, specify, and delineate the work assignments and responsibilities with respect to the contractor's work. Where contractor orientation or training appears in the employee's performance plan, the employee's position description will accurately reflect that responsibility. Nothing in this Section shall be interpreted to allow any Unit employee to refuse any work assignment.

## **Article 35 Solicitation**

**SECTION 35.01** GESTA recognizes the Center's civic responsibilities and shall participate in all officially authorized drives such as the Combined Federal Campaign and shall encourage employees to do their share. Solicitation of employees for funds, sale of tickets, donations, or for any purpose shall be permitted only for pre-authorized campaigns.

**SECTION 35.02** During any officially approved fund raising drive, employees have the right to make their donations in accordance with true voluntary giving and to keep the gift confidential if they so choose. Any coercion or violation of an individual's confidentiality is subject to the Negotiated Grievance Procedure (Article 16) of this Agreement.

**SECTION 35.03** Whenever possible, Management will use volunteers to provide administrative support to officially authorized drives.

## **Article 36 GEWA Exchange Activities**

**SECTION 36.01** The parties recognize the need for an employee welfare association to promote the efficiency, welfare, and morale of employees. Management agrees to continue its current practice of authorizing and recognizing exchange activities and services through the operation of the Goddard Employees' Welfare Association (GEWA) in accordance with applicable NMIs and GMIs, laws and regulations.

**SECTION 36.02** GESTA will be provided a copy of the GEWA annual financial statement.

**SECTION 36.03** GESTA will be provided a copy of the minutes of the monthly Council meetings. GESTA will also be provided an advance copy of the agenda for the forthcoming Council meeting to provide a GESTA representative an opportunity to present GESTA's views to the Council. This representative, appointed by the GESTA President, may attend Council meetings on official time to submit comments and suggestions concerning GEWA operations and activities to the GEWA Council. Additionally, an annual meeting between the GESTA President and the Chairperson of the Council will be arranged upon request by GESTA to discuss GEWA activities. The request for this meeting will be coordinated through the Labor Relations Officer.

**SECTION 36.04** It is agreed that GESTA will be accorded access to and use of facilities controlled by GEWA in accordance with the same criteria used to determine access and use by any other GSFC employee organization.

**SECTION 36.05** Management agrees to continue to make facilities available for a day care center.

## **Article 37 Employment of Persons with Disabilities**

**SECTION 37.01** GESTA recognizes the importance and benefits to be derived from the Center's program to employ and place persons with disabilities in positions for which they are occupationally qualified. Management shall continue to operate a positive program to facilitate the placement, utilization and advancement of employees with disabilities, including disabled veterans, and shall invite GESTA to provide comments during any formal evaluation of the program.

**SECTION 37.02** Management shall consider recommendations and suggestions from GESTA as to improvement in the program including recommendations for improved accessibility to facilities, information, training, and special equipment. Management shall consider and make every effort to implement expeditiously such recommendations and suggestions as appropriate.

**SECTION 37.03** The parties agree to comply with applicable laws, rules and regulations in the administration of this Article, including those pertaining to disabled veterans.

**SECTION 37.04** Management agrees to continue the Advisory Committee for Persons with Disabilities. GESTA may appoint a representative to serve on this committee.

**SECTION 37.05** When studies or reports are made on accessibility to GSFC facilities, GESTA will be provided a copy.

**SECTION 37.06** Where a situation is identified by an employee with a disability as hazardous to that employee, Management will immediately look into the situation and determine if an unsafe or unhealthful condition does exist. If the situation is determined to be unsafe or unhealthful, Management will take immediate action to correct the problem in consultation with the employee and/or GESTA, upon the employee's request.

**SECTION 37.07** Management shall provide reasonable accommodation for employees with a disability in accordance with Section 37.03 of this Article. If one or more employees with a disability requests an accommodation and Management denies the request on the grounds that it is not reasonable, Management will explain the reasons for the denial.

## **Article 38 Intergovernmental Personnel Mobility Assignments**

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

**SECTION 38.02** Management agrees to notify GESTA whenever a temporary assignment affecting Unit employees is being considered under this Article.

**SECTION 38.03** Management agrees to consider GESTA's recommendations as to employees within the Units who may be interested in such assignments.

**SECTION 38.04** An employee may have a GESTA representative present during discussions with Management on an IPA assignment.

**SECTION 38.05** All assignments shall be made in accordance with Part 334 of 5, Code of Federal Regulations.



## **Article 39 Facilities for GESTA Communications**

**SECTION 39.01** Management agrees to provide access to Center bulletin boards for posting of material pertaining to official GESTA matters. Management agrees to provide GESTA a bulletin board (under glass with lock and key) to be located in the vicinity of each cafeteria.

**SECTION 39.02** GESTA may use the Center's internal mail system solely for the purpose of distributing correspondence which relates to representational activities authorized under Title 5, United States Code, Chapter 71.

**SECTION 39.03** Management will provide for a monthly bulk mailing of representational material or the GESTA Monthly Newsletter in accordance with the following:

- a. GESTA will deliver sufficient copies of the representational material or GESTA Newsletter to the GSFC's central mailroom;
- b. The mailroom will affix address labels and distribute the Newsletter or representational material to employees in the Bargaining Units in a timely manner; and
- c. GESTA will provide the Labor Relations Officer appropriate copies of the representational material or Newsletter before distribution to unit members. Additional bulk mailings may be provided subject to Management approval.

**SECTION 39.04** GESTA shall be permitted to use Dateline Goddard to announce GESTA's general membership meetings. GESTA will also be permitted to use Dateline Goddard for other messages or announcements relating to representational activities, subject to Management approval. GESTA agrees to submit the announcement(s) to the Labor Relations Officer at least two (2) workdays prior to the desired publication date.

**SECTION 39.05** "Goddard Engineers, Scientists and Technicians Association (GESTA) Local 29, IFPTE (AFL-CIO/CLC)" shall be listed as an organization in the Center's telephone directory in the following locations:

- a. Directory Index;
- b. GSFC - Support Services Directory (under "Grievances/Complaints" and "Labor Relations"); and
- c. Supplemental Alphabetical Personnel Listing (under "Labor Organizations"). This listing will include GESTA's executive officers by name and Union title. These listings shall include the GESTA office telephone and fax numbers.

**SECTION 39.06** Upon reasonable advanced notice and subject to availability, Management will provide suitable meeting facilities for GESTA Bargaining Units and membership meetings.

**SECTION 39.07** GESTA will have access to an electronic mail account to be used for representational purposes. It is agreed that electronic mail may be used by GESTA for

communications between Bargaining Unit employees and the GESTA office. GESTA agrees that communications involving the electronic mail system directed to Management will only be addressed to the Labor Relations Officer.

## **Article 40 Employee Payroll Allotments for Withholding Dues**

**SECTION 40.01** Management shall withhold GESTA membership dues as voluntarily allotted by members of the Units in good standing with GESTA in accordance with the provisions of this Article. GESTA shall determine whether a member is in good standing. Eligible employees shall be permitted to make an allotment for the payment of dues to only one labor organization of which he/she is a member.

**SECTION 40.02** The amount withheld shall include only regular periodic dues requested to maintain a member in good standing and shall not include initiation fees, special assessments, back dues, fines, and similar items not considered as dues.

**SECTION 40.03** Allotment of GESTA dues shall be made on Standard Form (SF) 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues. This form, completed, signed by the employee, and certified by an authorized official of GESTA, shall be forwarded to the Labor Relations Officer for verification of Bargaining Unit status and from there will be forwarded to the Payroll Office for processing. GESTA shall be responsible for supplying the SF 1187 to its members.

**SECTION 40.04** Dues shall be withheld in equal installments each bi-weekly pay period, in the amount certified by GESTA on SF 1187, as the regular dues of GESTA and in accordance with existing pay procedures. The amount withheld shall not be changed unless GESTA certifies to Management that the dues have been changed. A change shall take effect beginning with the first full pay period following receipt by Management of the certification of a change.

**SECTION 40.05** Dues withholding shall become effective the first full pay period after a properly executed allotment form is received by the Accounting Branch, Payroll Office.

**SECTION 40.06** GESTA dues shall not be withheld if an employee's net salary for the pay period is insufficient to cover the dues when other legal and required deductions have been made, including any indebtedness to the Government.

**SECTION 40.07** The effective date of an allotment revocation shall be no earlier than the first full pay period commencing on or after the anniversary of the employee's allotment withholding authorization.

**SECTION 40.08** Allotments shall be terminated when an employee retires, dies, or is moved or reassigned out of the recognized Unit. Employees being moved or reassigned out of the Unit are responsible for notifying the Labor Relations Officer of their change to non-Bargaining Unit status. An allotment shall also be terminated when GESTA notifies Management, in writing, that a member is no longer in good standing. The allotment shall terminate effective with the beginning of the first full pay period after

receipt of notice of the events in this paragraph.

**SECTION 40.09** Promptly after completion of each pay period, Management shall remit to GESTA the total amount of the dues withheld. With this remittance shall be sent a list of names of participating employees, the amounts withheld, and the pay period for which the deductions were made. No charge shall be made by Management for this service.

## **Article 41 Distribution of Agreement**

**SECTION 41.01** Copies of this Agreement and any amendments thereto shall be reproduced by Management. GESTA shall be provided with 100 copies.

**SECTION 41.02** Management agrees to provide, label and distribute copies of this Agreement to all Unit employees. Copies of the Agreement will also be provided to all supervisors and managers of Bargaining Unit employees.

**SECTION 41.03** New employees to GSFC who are eligible for the Bargaining Units will be advised at the time they are processed into the Center of their status as to the Bargaining Units and provided a copy of this Agreement.

**SECTION 41.04** This Agreement will be printed in an 8 1/2" x 11" format. An alternative media (diskette or braille) will also be available, upon request, for print-handicapped employees.

## **Article 42 Parking**

**SECTION 42.01** During the life of this Agreement, but subject to law and Executive Order, Management agrees to provide parking facilities for employees free of charge.

**SECTION 42.02** To the extent practical, parking spaces shall be assigned to employees with a physical disability. Such spaces shall be as close to the employee's work as practical.

**SECTION 42.03** Parking or traffic violations are subject to enforcement action in accordance with existing Center policy.

**SECTION 42.04** Upon request, the GESTA President or his/her designee, will meet on a semi-annual basis with a representative of the Security Branch with cognizance of the Center's parking policy and the enforcement thereof.

**SECTION 42.05** GESTA, upon receipt of information or data from meetings conducted under the provisions of Section 42.04 above, or based upon information or data independently acquired, may invoke the provisions of Article 6, Section 6.02a. (Consultation Process) of this Agreement, to present concerns and/or recommendations to address parking issues of a Centerwide or a localized nature.

## **Article 43 General Provisions**

**SECTION 43.01** GESTA will be given advance notification of any general personnel program reviews at the GSFC to be conducted by the Office of Personnel Management (OPM), NASA Headquarters, or other Federal agencies.

**SECTION 43.02** No investigation, survey, or questionnaire shall be processed by Management which would abridge, deny, or encroach upon an employee's legal or civil rights under the Law. To the extent possible, copies of any survey or questionnaire shall be furnished to GESTA five (5) workdays prior to distribution to employees in the Bargaining Units.

**SECTION 43.03** The parties recognize the need for a pre-retirement counseling program. Management shall consider the recommendations of GESTA in planning and operating the program. Upon request, arrangements shall be made for the GESTA President or his/her designee to meet with the Program Coordinator in the Office of Human Resources to present GESTA's views and suggestions concerning retirement counseling activities.

**SECTION 43.04** The parties recognize the right of employees to be represented or assisted by GESTA in connection with complaints concerning a merit promotion action involving positions outside the Bargaining Units. Unit employees covered by this Agreement have the right of access to the Negotiated Grievance Procedure provided for in Article 16 of this Agreement to handle those complaints.

**SECTION 43.05** Upon request, and in accordance with the Privacy Act, a Unit employee shall be permitted to review any record maintained by the Center on that employee. The request for records review will be filed with the appropriate office or, when required, with the Center's Privacy Act Officer, and responded to within ten (10) days. Management will notify employees annually of their right to review records maintained under NASA's systems of records as published in the Federal Register. The notice will include information on where employees may go to review a complete list of records maintained under NASA's systems of records.

**SECTION 43.06** To the extent feasible, GESTA agrees to notify the Labor Relations Officer thirty (30) days in advance of its intent to file an Unfair Labor Practice. During the thirty day period, Management and GESTA will meet in a good faith effort to resolve the issue(s).

## **Article 44 Duration, Modifications, and Amendments**

**SECTION 44.01** This Agreement shall remain in full force and effect for a four (4) year period commencing with the approval of the Agreement in accordance with Section 7114(c) of Title 5 United States Code, and thereafter for additional one (1) year periods unless written notice of intent to modify or terminate at the end of the current term is given to the other party. Such notice of intent to modify or terminate shall be given no less than ninety (90) days before termination.

**SECTION 44.02** Upon the written request of either party, the parties will meet as soon as practical to exchange proposals and thereafter begin negotiations as soon as practical. Negotiations will continue on the basis of at least two (2) days per week until agreement is reached.

**SECTION 44.03** The parties agree that this Agreement includes all the provisions either party desired to discuss and negotiate as of the effective date of this Agreement. GESTA agrees that the provisions of this Agreement are reasonable and a conscious exercise of any rights it may claim as a labor organization certified under the provisions of the Civil Service Reform Act of 1978. This Agreement may be reopened at any time for the purpose of amending those articles which are required to be amended by changes in laws or regulations or for the purpose of negotiating new articles on subjects not previously negotiated where such new articles would be required by changes in law or regulations. Either party may reopen the Agreement on matters for which new or extended bargaining rights are provided by statute or Executive Order. Nothing in this Section is intended to negate the rights and obligations of the parties to bargain in good faith regarding negotiable proposals, whether initiated by GESTA or Management, which involve matters not addressed by this Agreement and which have not been expressly waived by the parties.

**SECTION 44.04** At any time during the term of this Agreement, the parties may, by mutual accord, terminate, extend, change or revise this Agreement. The party requesting the reopening shall submit a proposed agenda to the other in writing. A failure to consent to reopening under this Section by either party shall not be the basis for the filing of any grievance under this Agreement.

**SECTION 44.05** This Agreement will remain in full force and effect until the effective date of a new Agreement.



## **Appendix A Memorandum of Understanding: Article 29, Equal Employment Opportunity**

In the application of Article 29, if GESTA obtains the employee's consent, approval of the Administrative Judge to attend an EEO hearing as an observer, and can demonstrate the mutual interest to both Management and the Union, the GESTA representative will be granted official time contingent upon the supervisor's determination that the GESTA representative can be spared from his/her official job assignment. Such request will be submitted to the Labor Relations Officer.

SIGNED THIS 20th DAY OF MARCH, 1995.

*Arletta R. Love* Arletta R. Love Labor Relations Officer Goddard Space Flight Center

*George D. Mistretta* George D. Mistretta President Goddard Engineers, Scientists and Technicians Association

## **Appendix B Memorandum of Understanding: Article 31, Performance Appraisal**

The parties agree that the existing provisions of Section 31.10g, Retention, will remain in effect until such time as Governmentwide regulatory or legislative changes (whichever comes first) are effective and Agency implementation guidance is provided to the Centers. At such time, the parties agree that Article 31 of this Collective Bargaining Agreement (CBA) will be reopened to renegotiate Section 31.10g in accordance with Article 44.03 of this CBA.

Management also agrees to notify Bargaining Unit employees of any negotiated changes.

It is understood that this MOU will terminate upon renegotiation of Section 31.10g.

This MOU does not detract from, alter, or modify this CBA.

*SIGNED THIS 31th DAY OF JANUARY, 1997.*

Arletta R. Love Labor Relations Officer Goddard Space Flight Center

George D. Mistretta President Goddard Engineers, Scientists and Technicians  
Association