

**MEMORANDUM OF UNDERSTANDING BETWEEN  
GODDARD SPACE FLIGHT CENTER  
&  
GODDARD ENGINEERS, SCIENTIST, AND TECHNICIANS  
ASSOCIATION (GESTA) IFPTE Local 29**

This Memorandum of Agreement (MoU) is entered, by and between, Goddard Space Flight Center (GSFC), and Goddard Engineers, Scientist and Technicians Association, Local 29, IFPTE, AFL-CIO/CLC, (GESTA) also referred to as the parties.

The purpose of this MOU is to identify the negotiated and agreed to terms and conditions by the parties, pertaining to the impact and implementation of Goddard Space Flight Center Executive Order 14043 “Requiring Coronavirus Disease **Mandatory Vaccination Policy** at Goddard Space Flight Center. GESTA recognize that the safety and well being of employees should be the primary goal of any agreement concerning the impact and implementation of Executive Order 14043.

The parties agree to the following:

1. Vaccine Related Information

Management will provide timely communications to all employees on all aspects and guidance related to the vaccine mandate as they become available. Management will also ensure employees are made aware of the GSFC Coronavirus website. The Center website will include:

- A link to the Agency Coronavirus Website maintained by NASA HQ
- A point of contact for questions regarding the COVID-19 Vaccine Survey (currently Dr. Azhar Rafiq).
- A point of contact for questions regarding the COVID-19 Vaccine Mandate Reasonable Accommodation medical and religious exemption requests (currently Merechia Davis).
- Points of contact Team regarding questions about the disciplinary process and the vaccine mandate requirement (currently the Center LRO Timothy McGhee and Francesca Peters).
- Links to all necessary forms, instructions, status updates, and news.
- Applicable timelines related to the COVID-19 vaccine mandate, etc.
- Other applicable information related to COVID-19 vaccines.

## 2. Progressive Disciplinary Process

Management agrees that counseling and education will be part of the progressive discipline process beginning November 9, 2021; and that no adverse action will take place prior to January 2, 2022.

Management will ensure consistency in accordance with the agreed upon language in the GESTA CBA Article 15 Adverse and Disciplinary Actions. Management shall ensure that the disciplinary or adverse actions are reasonable and appropriate to the circumstances. Management will not proceed directly to removal based solely on an employee's vaccination status.

If an employee provides an agency with appropriate documentation after November 8, 2021 that the employee has received the first dose in a 2-dose series vaccine, an agency will hold any disciplinary action in abeyance pending receipt of appropriate documentation that the employee has received the second dose within the designated 3 or 4-week interval depending on the vaccine received by the employee, even if this means the employee will not be fully vaccinated until after November 22, 2021. The employee should be provided a deadline for receiving the final dose of the vaccine and providing appropriate documentation.

If an employee provides an agency with appropriate documentation of receiving a full dose of a single dose vaccine, the disciplinary process shall end.

If, after November 8, 2021, and during the disciplinary process, an employee provides an agency with appropriate documentation that the employee has received the full vaccine regimen, the disciplinary process shall end. Management will request that NSSC adds a remark to a personnel action (SF-50) stating an employee became compliant with EO 14043.

Employees who are not fully vaccinated will be required to follow all applicable safety and testing protocols if reporting to a Goddard Space Flight Center facility.

## 3. Maintenance of Status Quo

Whereas Executive Order (EO) 14043 provides discretion in implementing this government-wide rule, and whereas the extent of that discretion can be exercised through collective bargaining, and inclusive of the duty to negotiate in good faith, the status quo as it applies to changes in conditions of employment that are not mandated by EO 14043 shall be maintained pending the completion of bargaining, including any impasse proceedings. The status quo in this regard would include, at minimum, the effectuation of any adverse action taken under this EO. Additionally, management will, where applicable, hold in abeyance any disciplinary process pending the completion of bargaining.

#### 4. Dissemination of Vaccine Information

Management will provide a clear statement to employees on submission and dissemination of all their vaccine related information. All information on employee vaccination status shall be treated as sensitive personally identifiable information. Access to any information on vaccination status and accommodation requests shall only be disseminated to individuals as necessary for performance of their duties related to the vaccine mandate.

No supervisor shall share this information with anyone but the individual employee or higher management, limited to those who have a lawful government purpose for access to the information (in this case, HRO, EOPO, OGC, supervisor, and security).

#### 5. Exemption Process

The timeline, implementation, and follow-up and appeal process for the policy for medical and religious, as defined in Title VII of the Civil Rights Act of 1964, exemptions to the vaccine mandate shall be clearly and completely explained and communicated to employees.

Employees seeking an exemption shall follow the Agency established COVID-19 reasonable accommodation process, that will ensure fair and consistent consideration for each individual exemption case. Management will provide the official decision of each case in writing and in a timely manner to the employee.

GSFC testing and on-campus safety protocols for employees will be clearly explained and transmitted to all employees.

If an exemption request is denied, the timeline for progressive discipline will not start until the employee has received their final notice of denial.

Management shall provide an appeal process for employees denied an exemption.

No employee will be subject to discrimination or adverse action in any way for seeking an exemption.

#### 6. Telework

Management will make every attempt, if/when applicable based on official business needs, to enable unvaccinated employees, whether exempt or not, to work remotely, even if undergoing disciplinary procedures.

## 7. Safety Protocols

Employees will be required to follow any/all safety protocols established for entry to the Goddard campus. Details of the safety protocols related to the vaccine mandate will be communicated to GESTA before implementation. GESTA may bargain on safety protocols. Management reaffirms that we will adhere to Article 6 of the GESTA CBA and the Federal Services Labor-Management Relations statute.

Management will continue to allow all employees to utilize telework or other alternate work arrangements as much as possible.

Exempted employees will be required to adhere to the terms of their individually approved requests (reasonable accommodation). Employees with an approved exemption request will still be required to adhere to the safety protocols established for all employees. Employees found not adhering to these protocols may be subject to disciplinary action.

## 8. COVID-19 Testing

In the event COVID-19 testing will be required, Management will ensure and communicate a clear and secure process for exempted employees to be tested and provide testing results. GESTA reserves the right to bargain on the testing policy.

## 9. Privacy and security of vaccination records

Management and GESTA agree that:

- electronic copies of an employee's vaccination documents are collected and stored in a secure manner,
- the records are restricted to only those needing access,
- the records are separate from the employee personnel file, and
- employees' Reasonable Accommodation (RA) requests and records are maintained and secured in accordance with the existing RA policy.

## 10. COVID-19 Status Reporting

Management agrees to provide the following information to the GESTA Executive Committee if it becomes available and it is releasable:

Percentage of vaccinated civil servant employees at GSFC  
Number of exempted civil servant employees at GSFC  
Number of unvaccinated civil servant employees without exemptions at GSFC

Management agrees to provide the cumulative number of GESTA bargaining unit employees terminated due to violation of the vaccine mandate, at least monthly throughout the pandemic (until the Agency returns to normal operations).

Management will provide the approximate percentage of employees working onsite at least monthly throughout the pandemic (until the Agency returns to normal operations). If Management receives the information more frequently, Management will provide the information to GESTA no more than on a biweekly recurrence.

The parties agree to this MoU as written above.

FOR THE EMPLOYER:

FOR THE UNION:

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Timothy McGhee                      DATE  
Labor Relations Officer  
Goddard Space Flight Center

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David R. Williams                      DATE  
President  
Goddard Engineers, Scientist and  
Technicians Association, IFPTE Local 29