

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
(NASA), GODDARD SPACE FLIGHT CENTER (GSFC) AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 29 ON THE
PERSONAL IDENTITY VERIFICATION LOG-IN DEPLOYMENT**

The parties to this MOU are NASA GSFC (hereafter, Management) and IFPTE, Local 29 (hereafter, Goddard Engineers, Scientists, and Technicians Association or GESTA). This MOU applies to Bargaining Unit Employees (hereafter Employees or BUEs) covered by Article 1 of the Collective Bargaining Agreement (CBA) between GESTA and Management. This MOU constitutes the entire understanding of the aforementioned parties regarding Personal Identity Verification (PIV) SmartCard log-in deployment for BUEs at GSFC as shown below:

1. The provisions for PIV log-in deployment are described in the GSFC Smartcard Frequently Asked Questions (FAQ) and posted at <http://go.usa.gov/kXDB>. This first MOU clause does not establish any legal precedence and is an exception because it may be necessary to update the information posted on the web site on a more frequent basis. Management shall notify GESTA in advance of any forthcoming PIV SmartCard policy changes as soon as possible. Additionally, Management shall notify GESTA of PIV SmartCard FAQ document changes if they have an impact on working conditions of BUE's or otherwise create a bargaining obligation. The parties' obligations as outlined in the CBA remain in full force and effect.
2. Management will release communication to employees (e.g. via GSFC Announcement, Information Technology and Communications Directorate (ITCD) email notices, and/or DATELINE as appropriate) to stress the importance for employees to maintain accountability and accessibility of their NASA issued Smartcards as related to PIV deployment. Management shall provide an advance copy of such communication to GESTA for review and comments at least two business days prior to dissemination to employees.
3. Management will release a communication to employees (e.g. via GSFC Announcement, ITCD email notices, and/or DATELINE) to inform employees of processes and/or procedures to escalate requests for IT support related to PIV deployment which involve work stoppages in efforts to help employees minimize potential down time related to work stoppages. Management shall provide an advance copy of such communication to GESTA for review and comments at least two business days prior to dissemination to employees.
4. Management will implement PIV deployment in accordance with the provision of the Federal Service Labor-Management Relations Statute, the CBA, and NASA policies, including the NASA Procedural Requirements for Identity and Credential Management (currently NPR 1600.4), which outlines terms and conditions related to the NASA Smartcard Subscriber Agreement.
5. GESTA BUE's shall be provided with at least 15 business days written advance notice, such as e-mail, prior to their migration to mandatory PIV Log-In deployment.

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The deployment will commence February 3, 2015 and be staggered by Management as needed (i.e. according to ACES and Non-ACES computer types). Upon request, GSFC will liberally grant exceptions of at least 20 calendar days to any BUE requesting an alternative date of PIV implementation.

6. Any disciplinary action related to PIV Log-In Deployment and use shall be in accordance with the provision of the Federal Service Labor-Management Relations Statute, the CBA, and NASA policies. Management agrees to exercise leniency for a period of 90 calendar days after PIV SmartCard deployment notifications and for other future deployments such as for MAC, Linux system users, etc., in instances involving employees who have forgotten or lost their PIV SmartCard and disciplinary action for inappropriate conduct is under consideration.
7. GSFC will make every reasonable effort to ensure BUE's are provided with the ability to log-in to their work computers, typically within 2 hours, if their badges are forgotten or lost or stolen.
8. Upon request, GSFC shall exempt BUE's from the PIV SmartCard log-in requirement if the PIV SmartCard is lost or stolen until said PIV SmartCard is found, or replaced by the Badging Office or appropriate contingencies are put in place to mitigate or to prevent work stoppages. In addition, upon request, GSFC shall exempt BUE's from the PIV SmartCard log-in requirement for extenuating circumstances that prevent the use of the PIV SmartCard log-in requirement such as inoperable or incompatible computer software; hardware problems with the PIV SmartCard reader or the PIV SmartCard itself, etc. until such time that the problem(s) are resolved and allow the BUE to log-in into their computer system(s) using the PIV SmartCard. In the cases above BUE's shall be able to log-in to their computer system manually in accordance with the instructions provided in the FAQs document unless other appropriate contingencies are put in place to mitigate or to prevent work stoppages. There are no limits to PIV SmartCard log-in exemptions BUE's can request and be approved by Management provided the requests are legitimate.
9. GSFC will follow the guiding principles as outlined in the Smartcard FAQs and in this agreement which aims to maximize availability and to minimize and to prevent work stoppages related to mandatory PIV Log-In Deployment which negatively impact BUE's ability to perform assigned duties.

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This MOU becomes effective immediately, upon signature by the Ranking Union Official and the Agency Representatives authorized to enter into binding agreements with GESTA. Further agreements between the parties related to this matter shall be documented as addenda to this MOU or as independent MOU/MOA, as determined by mutual agreement.

For Management:

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