

NEGOTIATED SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement"), effective as of the date when both parties have signed, is entered into by and between the National Aeronautics and Space Administration, Goddard Space Flight Center (hereinafter "Management" or "NASA GSFC") and the Goddard Engineers, Scientists and Technicians Association, IFPTE Local 29 (hereinafter "Labor" or "GESTA").

In the interest of promoting the principles of the Federal Service Labor-Management Relations Statute (hereinafter "Statute"), the parties agree to fully resolve and settle the following Unfair Labor Practice (ULP) charge filed by GESTA on April 27, 2012 based upon the terms included in the below paragraphs: Federal Labor Relations Authority (FLRA) Case No. WA-CA-12-0450 (also referred to as the "ULP").

WHEREAS, the parties desire to make full and final settlement of the above referenced case and all actions or issues arising from or relating to FLRA Case No. WA-CA-12-0450, and in consideration of the mutual covenants and Agreements contained herein, the parties agree as follows:

1. NASA GSFC agrees to:

a. Maintain a centralized collection of GSFC physical library resources (i.e. hard copy journals and books) at the Greenbelt campus, Building 21 based on the collection analysis team recommendations.

b. Identify funding that will support the re-opening of the GSFC physical library and re-open the GSFC physical library, with reduced staff, no later than five (5) working days after the execution of this Agreement. Management agrees to provide GESTA with as much advance notice of the physical library re-opening as possible, but no less than 24 hours' notice unless mutually agreed to by both parties. Management will schedule collection assessment activities for 8:00 am through 1:00 pm and will open the physical library from 12:00 pm through 5:00 pm of the day to provide GESTA Bargaining Unit Employees (BUE's) with access to the physical library for five hours per workday, which matches the level of access prior to January 2012. By mutual agreement the parties can agree to change the GSFC physical library opening hours. Prior to the re-opening of the physical library, GESTA BUEs will continue to have access to the library resources and service in accordance with the procedures currently described on the NASA Goddard Library website.

c. Make a good faith effort to ensure continued availability of multifunction space at the Greenbelt campus, Building 21. Any future plans to revamp multifunctional space will be subject to the availability of funding and may be subject to determinations regarding the structural analysis of the exact proposed location. Management will ensure GESTA receives advance notice of any scheduled major facility construction/renovation library project(s) in accordance with the GESTA Collective Bargaining Agreement (CBA), Article 8, Section 8.09.

d. In accordance with Article 6 Labor Management Responsibilities, 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 the CBA or takes an action creating a bargaining obligation, Management will notify GESTA in writing. GESTA will be given reasonable time, as described in Article 6 of the CBA, 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. Pursuant to the Statute, the parties will negotiate in good faith over matters described above in accordance with the CBA.

e. Post the attached notice which confirms that BUE rights under the Statute will remain protected and that NASA GSFC intends to comply with all of its statutory and contractual obligations. The notice will acknowledge that NASA GSFC issued a Center-wide announcement regarding the GSFC library transition to electronic services in October/November 2011, but did not issue separate advance written notice directly to GESTA or provide an explicit advance opportunity to elect consultation or bargaining in accordance with the CBA regarding the planned transition prior to January 2012. NASA GSFC will post legible notices (with the body text at no less than 11 point font) within five (5) working days of the execution of this Agreement, at eye level in a prominent location (e.g. bulletin boards or wall in the lobby of each major building) and unobstructed from view in existing physical major buildings (i.e. 1-34) where GESTA BUEs are located at the Greenbelt Campus, for no less than forty-five (45) consecutive calendar days. A copy of the notice to be posted in accordance with this section is attached at the end of this Agreement.

2. GESTA agrees to:

a. Within five (5) working days of the execution of this Agreement, and Management's posting of the attached notice as described in 1.e. above withdraw the ULP charge filed by GESTA on April 27, 2012 (i.e. FLRA Case No. WA-CA-12-0450).

b. By the signing of this Agreement, withdraw, waive and release any and all present and past claims for remedial action(s) related to the FLRA case docketed as WA-CA-12-0450.

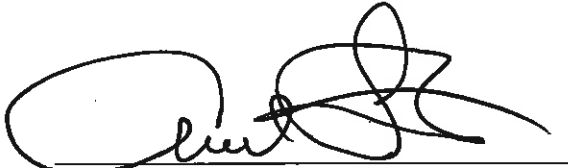
3. The parties' signature on this Agreement constitutes a full and complete settlement of any and all issues and remedial action(s) arising from FLRA Case WA-CA-12-0450. In addition, GESTA agrees to waive its right to pursue administrative or adjudicatory action(s) in any forum concerning the matters raised in this FLRA case and that they will not be made the subject of future litigation, provided that this Agreement is not violated by Management.

4. This Agreement will take effect immediately upon ratification by both parties. The Agreement may be modified only upon the expressed written mutual Agreement of the parties. No other Agreements shall be binding unless in writing and signed by both parties.

5. If either party believes that the other party has failed to comply with the terms of this Agreement, or if there is a problem(s), or issue(s) arising in this matter after of the execution of this Agreement, then the parties will address the alleged Agreement violation, problem(s), or dispute(s), in accordance with the provisions set forth in the CBA and/or applicable law.

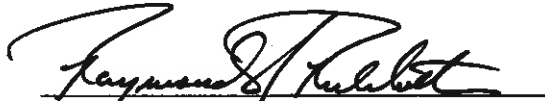
6. Nothing in this Agreement is intended to conflict with current law, government-wide rule or regulation, or NASA GSFC directive. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect. The terms of this Agreement will not establish any precedent nor will the Agreement be used as a basis by GESTA or any GESTA BUE(s) as justification for similar terms in the subsequent exercise of management's rights as set forth in the Statute.

By our signatures below, we acknowledge that we have read, understand, and agree to the terms described above in this Settlement Agreement.



Anel Flores
President
GESTA (IFPTE Local 29)

Oct. 4, 2012
Date signed by GESTA



Raymond J. Rubilotta
Deputy Director
Management Operations

4 Oct 12
Date signed by NASA GSFC



National Aeronautics and Space
Administration
Goddard Space Flight Center

NO. 2012-01
DATE <i>October 4, 2012</i>

Goddard Posting

SUBJECT: Labor-Management Relations at NASA GSFC/ Physical Library Closure

As your new Center Director, I'd like to take an opportunity to highlight the importance of healthy management-employee relations in the Federal Government and at Goddard.

In 1962, President Kennedy issued Executive Order 10988, which gave federal employees the right to collective bargaining and the ability to join, form, or assist labor organizations. Thereafter, Labor-Management Relations in the Federal Government continued to evolve with the 1978 passage of the Federal Service Labor-Management Relations Statute (FSLMRS). The FSLMRS protects the rights of federal employees to organize and participate through labor organizations in workplace decisions that affect them. In turn, the FSLMRS directs federal agencies to recognize and enable federal employees to exercise their collective bargaining rights under the FSLMRS.

Here at Goddard, we appreciate the valuable contributions of labor organizations representing employees during the formation and implementation of policies and procedures in support of our Center's vision and mission. We are committed to upholding rights and responsibilities established by the FSLMRS.

In October of last year NASA GSFC issued a Center-wide announcement regarding the Greenbelt library transition to electronic services, but did not issue a separate advance written notice directly to the appropriate labor representatives; the Goddard Engineers, Scientists and Technicians Association (GESTA), or provide an explicit advance opportunity to labor to elect consultation or bargaining in accordance with the Collective Bargaining Agreement (CBA) regarding the planned transition prior to January 2012. In the future, NASA GSFC will notify GESTA regarding proposed changes to the library and afford GESTA the opportunity to elect consultation or bargaining in accordance with our CBA.

The Office of Human Capital Management (OHCM) administers the Goddard Labor Relations Program and supports our community by providing guidance and advice, serving as the liaison between labor and management, interpreting collective bargaining agreements, and facilitating the flow of information to labor organizations, such as advance notice of proposed changes to conditions of employment and formal meetings. For more information on the Goddard Labor Relations Program, please contact OHCM at 6-7283.


Chris Scolese
Center Director