

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND THE LABOR CAUCUS OF THE LABOR-MANAGEMENT FORUM
REGARDING THE AGENCY'S PHASED RETIREMENT PROGRAM**

PARTIES

The parties to this Memorandum of Agreement (MoA) are the National Aeronautics and Space Administration, Washington, DC (hereafter, NASA or Management) and the Labor Caucus of the Labor Management Forum established under Executive Order 13522 (hereafter, Labor).

AUTHORITY

This MoA is authorized under the provisions of Executive Order 13522, Creating Labor-Management Forums to Improve Delivery of Government Services.

PURPOSE

Public Law 112-141, Section 100121 authorized Phased Retirement, a tool designed to assist management with: succession planning; maintaining essential skills and competencies for a temporary period of time; and facilitating mentoring and knowledge transfer. The law provides eligible employees, who are preparing for retirement, an opportunity to continue working on a part time basis while receiving partial retirement benefits.

This MoA between Management and Labor documents their Agreement below on an implementation of this Public Law.

This MoA has no effect on any other agreement that may exist between Management and Labor.

AGREEMENT

In the implementation of the Agency's initiative described above, Labor and Management agree to the following:

- 1) NASA's Phased Retirement Program will be implemented and applied in a manner that is fair, equitable; and in accordance with a) government-wide law and regulations, b) this MoA, and c) applicable Agency Directives.
- 2) Phased Retirement is not an employee benefit or entitlement. An Employee who wishes to enter Phased Retirement is responsible for presenting a case to convince the approving official that his/her plan for work and mentoring during Phased Retirement is advantageous to NASA.

- 3) Center Directors will determine the level at which Phased Retirement applications are decided. Approving Officials must be at least one level above the applicant's immediate supervisor, unless the immediate supervisor is a Center Director. Decisions regarding applications for Phased Retirement will be timely and based on the criteria set forth in the NASA policy. Centers may establish additional criteria or limitations. Denials will be documented and provided to the employee in a timely manner.
- 4) If an employee's request to participate in Phased Retirement is denied, he/she may request reconsideration to an official designated by the Center. If the reconsideration does not overturn the denial, employees may grieve to the extent the matter is covered by the applicable grievance procedure.
- 5) Phased Retirement is intended to be a temporary status that concludes with the employee's transition to full retirement. An employee entering Phased Retirement must execute a written agreement that defines the conditions and commitments applicable to his/her participation in the program. This includes the items required by government-wide regulations and NASA Policy, and any additional items required by the employee's Center. Among the provisions of each agreement will be:
 - a. A commitment that the employee will fully retire at the end of the approved Phased Retirement period, and
 - b. A waiver of grievance or appeal rights to the Merit Systems Protection Board in the event a request to extend the Phased Retirement period or return to full employment is denied. The waiver does not include other statutory rights to challenge these actions, such as the right to file a complaint of discrimination with the EEOC or a complaint of whistleblower retaliation to the Office of Special Counsel.

POINT OF CONTACT

Janet R. Deschak
Janet.R.Deschak@nasa.gov
202-358-0095

OTHER PROVISIONS

Nothing in this Agreement is intended to conflict with current law or regulation. 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.

EFFECTIVE DATE

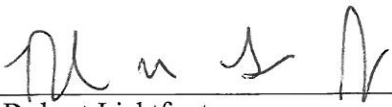
This MoA shall take effect immediately upon the signature of both parties.

MODIFICATION/PERIODIC REVIEW/RECONSIDERATION

Either Labor or Management has the right to request a review of this MoA at any time. Changes to this MoA may only be made with the mutual consent of both parties and must be reduced to writing.

DURATION


This agreement shall remain in force for three years from the date it is signed by all parties, or until the termination of Executive Order 13522, whichever comes first.



Robert Lightfoot
NASA Associate Administrator
Co-Chair, Labor-Management Forum

3/31/15

Date




Lee Stone
Chair, Labor Caucus
Co-Chair, Labor-Management Forum

3/31/15

Date

Concurrence:



Jeri Buchholz
Assistant Administrator for
Human Capital Management

3.31.15

Date