

AGREEMENT

between the

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

HEADQUARTERS, ADMINISTRATION DIVISION  
Washington, D.C.

**NASA**

and

NASA HEADQUARTERS PROFESSIONAL ASSOCIATION

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## BACKGROUND AND PURPOSE OF AGREEMENT

Labor-Management Relations in the Federal Service are governed by Public Law (P.L.) 95-454, the Civil Service Reform Act of 1978. A basic tenet of this law is “that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them:

- (A) safeguards the public interest,
- (B) contributes to the effective conduct of public business, and
- (C) facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment.”

The Act states that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

The Act provides a means to accomplish this objective through methods which provide for the formation and recognition of labor organizations or unions which act as the exclusive representatives for groups of employees, called bargaining units.

The Act provides that these organizations and the Agency shall meet at reasonable times to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute a written agreement on these matters which will be binding on both parties.

This Agreement is the result of such negotiations conducted between the National Aeronautics and Space Administration Headquarters and the NASA Headquarters Professional Association, Local 9 of the International Federation of Professional and Technical Engineers, acting as the exclusive representative for NASA Headquarters non-supervisory scientists and engineers.

The purposes of this Agreement are to improve the well-being of employees in the bargaining unit and to provide a clearer mutual understanding of the rights and responsibilities of management, the Union, and employees in the bargaining unit. It accomplishes this objective through a series of binding agreements on matters of concern to members of the Unit. It also provides a grievance procedure by which differences of opinion between management and individual members and/or the Union can be resolved.

## ARTICLE I

### AUTHORITY

Section 1.01. This Agreement is entered into between NASA Headquarters (hereafter referred to as the Employer) and the NASA Headquarters Professional Association, Local 9, IFPTE, AFL/CIO (hereafter referred to as the Union) pursuant to the authority granted in Title VII, P.L. 95454 and the certification by the U.S. Department of Labor, dated May 15, 1970, Case Number 46-1607(RO), and amended June 7, 1983 by Case Number 3-AC-38, 12 FLRA No. 37.

## ARTICLE 2

### RECOGNITION AND UNIT DESIGNATION

Section 2.01 . The Employer hereby acknowledges that the Union is the exclusive representative of all employees in the Unit as defined in Section 2.02 below.

Section 2.02.. The Unit to which this Agreement shall apply is composed of all full-time classified scientists and engineers in NASA class codes, 200, 700, and 900 employed by NASA Headquarters at Washington, D.C., excluding those in supergrade (GS-16 and above), Senior Executive Service and excepted positions, management officials, supervisors, employees described in section 71 12(b)(2), (3), (4), (6) an (7) of the Federal Service Labor-Management Relations Statute.

Section 2.03. The Employer is not the Agency for purposes of the bargaining relationship.

## ARTICLE 3

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 3.01. Management rights of the Employer are in accordance with those of the “agency” in Section 7106, P.L. 95-454, which is repeated verbatim below:

- “(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency--
- “(I) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
  - “(2) in accordance with applicable laws— “(A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - “(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
  - “(C) with respect to filling positions, to make selections for appointments from--“(i) among properly ranked and certified candidates for promotion; or “(ii) any other appropriate source; and
  - “(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- (b) Nothing in this section shall preclude any agency and any labor organization from negotiating--“(1) at the election of the agency, on 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; “(2) procedures which management officials of the agency will observe in exercising any authority under this section; or “(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.”

Section 3.02. The Employer acknowledges its duty and responsibility to negotiate in good faith with the Union, and that this responsibility includes the obligation:

- a. To approach the negotiations with a sincere resolve to reach a collective bargaining agreement;
- b. To be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;
- c. To meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;

- d. To furnish to the Union, or its authorized representative, upon request and, to the extent not prohibited by law, data:
- (1) Which is normally maintained by the agency in the regular course of business;
  - (2) Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
  - (3) Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining; and
- e. If agreement is reached, to execute on the request of any party to the negotiations a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

Section 3.03. The Employer agrees to provide training to managers and supervisors on the provisions of this Agreement and on their responsibilities relative thereto.

Section 3.04. The Employer shall annually inform members of the bargaining unit of their right to request representation by the Union as provided in Section 71 14(a)(2)(B), P.L. 95-454.

Section 3.05. This Agreement shall be signed by a duly authorized representative of management.

Section 3.06. The Associate Administrator for Management will meet with the Union President once a year on a day during the month of May.

Section 3.07. Individual supervisors and management officials will be responsible for the implementation and administration of this Agreement in their areas of responsibility.

## ARTICLE 4

### UNION RIGHTS AND RESPONSIBILITIES

Section 4.01. The Union, as the exclusive representative of employees in the Unit described in Section 2.02, is entitled to act for and negotiate collective bargaining agreements covering all employees in the Unit.

Section 4.02. The Union shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of the Employer and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
- b. Any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests the representation.

Section 4.03. The Union acknowledges its responsibility to represent the interest of all employees in the Unit without discrimination and without regard to labor organization membership.

Section 4.04. The Union acknowledges its duty and responsibility to negotiate in good faith with the Employer, and that this responsibility includes the obligation:

- a. To approach the negotiations with a sincere resolve to reach a collective bargaining agreement;
- b. To be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;
- c. To meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays; and
- d. If agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

Section 4.05. The Union will furnish to the Employer a current copy of the ruling constitution and bylaws, a statement of its objectives, and any changes thereto.

Section 4.06. This Agreement shall be signed by a duly authorized representative of the Union.

ARTICLE 4 (Cont'd)

Section 4.07. The Union agrees to submit an agenda for the annual meeting with the Associate Administrator for Management at least one week in advance. The Union agrees to provide training to officers and Union representatives on the provisions of this Agreement and on their responsibilities thereto.

Section 4.08. Individual officers and Union representatives will be responsible for the implementation and administration of this Agreement in their areas of responsibility.

## ARTICLE 5

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 5.01. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and to be protected in the exercise of such right.

Section 5.02. Except as otherwise provided under Chapter 71, Title 5, U.S. Code and this Agreement, each employee has the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 5.03. Each member of the Unit has the right to be represented by a representative of the Union, an attorney, or other representative other than the Union, of his own choosing in any grievance or appeal action; or to exercise grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated under this Agreement.

Section 5.04. Nothing in this Article shall be interpreted to limit the rights of employees in areas that are not within the scope of this Agreement.

## ARTICLE 6

### UNFAIR LABOR PRACTICES

Section 6.01. It shall be an unfair labor practice under Chapter 71, Title 5, U.S. Code for the Employer or a sub-element thereof:

- a. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this Chapter;
- b. To encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
- c. To sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
- d. To discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under this Chapter;
- e. To refuse to consult or negotiate in good faith with a labor organization as required by this Chapter;
- f. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by this Chapter;
- g. To enforce any rule or regulation (other than a rule or regulation implementing 5 USC 2302) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or
- h. To otherwise fail or refuse to comply with any provision of this Chapter.

Section 6.02. It shall be an unfair labor practice under Chapter 71, Title 5, U.S. Code for the Union:

- a. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this Chapter;
- b. To cause or attempt to cause the Employer to discriminate against any employee in the exercise by the employee of any right under this Chapter;
- c. To coerce, discipline, fine, or attempt to coerce a member of the Union as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;

ARTICLE 6 (Cont'd)

- d. To discriminate against an employee with regard to the terms or conditions of membership in the Union on the basis of race, color, creed, national origin, sex, age, preferential or nonpreferential civil service status, political affiliation, marital status, or handicapping condition;
- e. To refuse to consult or negotiate in good faith with the Employer as required by this Chapter;
- f. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by this Chapter;
  - g. (1) To call, or participate in, a strike, work stoppage, or slowdown, or picketing of the Employer in a labor-management dispute if such picketing interferes with the Employer's operations, or
  - (2) To condone any activity described in (1) above by failing to take action to prevent or stop such activity.

Nothing in subsection 6.02g shall result in any informational picketing which does not interfere with the Employer's operations, being considered as an unfair labor practice

- h. To otherwise fail or refuse to comply with any provision of this Chapter.
- i. To deny membership to any employee in the bargaining unit, as described in Section 2.02 of this Agreement, except for failure:
  - (1) To meet reasonable occupational standards uniformly required for admission, or
  - (2) To tender dues uniformly required as a condition of acquiring and retaining membership.

This subsection 6.02i does not preclude the Union from enforcing discipline in accordance with procedures under its constitution or bylaws to the extent consistent with the provisions of this Chapter.

Section 6.03. Issues which can be properly raised under an appeals procedure may not be raised as unfair labor practices prohibited under this Article. Except for matters wherein, under 5 USC 7121(e) and (f), an employee has an option of using the negotiated grievance procedure or an appeals procedure, issues which can be raised under a grievance procedure may, in the discretion of the aggrieved party, be raised under the grievance procedure or as an unfair labor practice, but not under both procedures.

Section 6.04. The expression of any personal view, argument, opinion or the making of any statement which:

- a. Publicizes the fact of a representational election and encourages employees to exercise their right to vote in such election,

ARTICLE 6 (Cont'd)

- b. Corrects the record with respect to any false or misleading statement made by any person, or
- c. Informs employees of the Government's policy relating to labor-management relations and representation,

shall not, if the expression contains no threat of reprisal or force or promise of benefit or was not made under coercive conditions, (1) constitute an unfair labor practice under any provision of this Chapter, or (2) constitute grounds for the setting aside of any election conducted under any provisions of this Chapter.

## ARTICLE 7

### CONSULTATION AND NEGOTIATION

Section 7.01 The parties acknowledge their mutual obligation to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting members of the bargaining unit. Conditions of employment shall be as defined in 5 USC 7103(a)(14). If the Employer proposed to change the conditions of employment which affect any member of the bargaining unit, the procedures of this Article must be followed.

#### Section 7.02

- (1) If the proposed change is in writing, the Union shall be given a copy of the proposal; otherwise, the Union shall be briefed on the proposed change. Where the proposed change would affect the entire bargaining unit, the proposed change will be presented to the Union President. However, where the proposed change would affect only a portion of the unit, it shall be presented to the appropriate Union representative.
- (2) The Union shall have ten workdays in which to respond to the proposed change. If circumstances require a shorter response time, the Employer will inform the Union in writing of the required time with the reason for the change. Within the appropriate time period, the Union at its election will either submit its comments or request the opportunity to negotiate the proposed change. If the Union fails to respond within the prescribed period, it will have waived its rights and the Employer may proceed to implement the change.
- (3) If the Union elects to submit comments it will have waived the right to conduct negotiations on the proposed change prior to implementation. The Employer shall notify the Union of its decision and rationale regarding acceptance, modification or rejection of the Union comments, as well as the effective date of the change.
- (4) If the Union elects to negotiate on the proposed change rather than to submit written comments, the negotiations will be held as promptly as possible. The scope of the negotiations shall be confined to the scope of the proposed change and both parties will bargain in good faith. The parties recognize that the law as construed by the FLRA allows an agency in some cases to implement a change before negotiations are completed. Early implementation by the Employer shall be made only when further delay will result in violation of a management right. The Employer will give written notice to the Union at least 24 hours in advance of the action. Decisions to implement under these circumstances will be made by the Headquarters Labor Relations Officer.

## ARTICLE 8

### UNION REPRESENTATION

Section 8.01 . The Employer agrees to recognize and deal with all officers and authorized representatives of the Union, except as specifically limited by Section 8.02.

Section 8.02. The Employer agrees that the Union may designate up to ten people (officers or others) who will be given responsibility for representing bargaining unit members at various levels in the organization. Not more than one person reporting to the same immediate supervisor shall be designated as a Union representative. In addition, in those instances where a major Headquarters Office is assigned more than one Union representative, one of the representatives will be designated the principal representative for matters at the Office level.

Section 8.03. The Union agrees to maintain with the Employer on a current basis, a complete list of all elected officers and authorized representatives and their representational assignments, if any. Changes to the list will be reported to the Employer within one workday after a change is made.

Section 8.04.. Any activities performed by any employee relating to the internal business of the Union (including the solicitation of membership, elections of Union officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

Section 8.05. The ten Union officers or representatives designated in accordance with Section 8.02 shall be granted a reasonable amount of official time to accomplish assigned representational matters for members of the bargaining unit. The Union President is expected to have representational duties across the entire bargaining unit. Examples of these matters include attendance at Labor-Management meetings; presence at formal discussions or examinations as specified in 5 USC 71 14(a)(2); preparation of responses to proposed changes in conditions of employment, including consultation with individual unit members in connection therewith; Union membership on boards, committees, panels, etc.; preparation and presentation of grievances and representation in grievance and arbitration proceedings as provided in Articles 12 and 13; representation in third party proceedings involving disputes under Chapter 71, Title 5, U.S. Code; and conduct of collective bargaining negotiations.

Section 8.06.. The Union agrees to guard against excessive use of time for representational matters and will ensure that Union representatives use representational time only for those matters contemplated by Section 8.05.

Section 8.07. Union officers and representatives will obtain prior authorization, in accordance with established office practices, for all time spent on representational matters. Supervisors will grant such authorization when requested unless important work assignments would be adversely affected. Time spent on representational matters will be reported to the cognizant timekeeper and recorded as "Other Leave" and coded "R." The officer or representative will initial the Time and Attendance Report in the same manner as for other categories of paid leave.

ARTICLE 8 (Cont'd)

Section 8.08. Both parties agree that Sections 8.05, 8.06, and 8.07 shall govern the conduct of representational activities for the term of the Agreement, except as provided in Article 25.

## ARTICLE 9

### SERVICES TO UNION

Section 9.01. The continuing shortage of office space at NASA Headquarters requires many important requirements to remain unfilled or to be only marginally satisfied. However, the Employer recognizes the importance to the Union of having an office in the immediate Headquarters complex and agrees to provide an office location for exclusive use by the Union within a reasonable period of time following the effective date of this Agreement and that could be made available with minimum threat of loss to higher priority needs. In the meantime, the Employer agrees to provide regular scheduled use of a conference room between the hours of 11 AM and 1 PM Monday through Friday, each week. Furnishings will consist of not less than a conference table and 6 chairs, and a lockable 4-drawer metal filing cabinet. A removable door sign will be provided that can be put up and then taken down after each use of the room.

Section 9.02. The use of space by the Union is subject to the following conditions.

- a. The space may be reassigned for other purposes to meet priority needs, requiring the Union to move to another location.
- b. The Employer will not be responsible for Union property located in the space provided.

Section 9.03. The Employer agrees to provide the Union exclusive use of one section of the existing three section, glass enclosed, lockable bulletin boards in the lobby area of buildings FB-6 and FB-IOB. The use of the bulletin boards is subject to the following conditions:

- a. A notice with wording as follows will be posted above the Union section of each bulletin board:

“A section of this bulletin board is furnished for the convenience of the NASA Headquarters Professional Association (NHPA). The NHPA is solely responsible for the material posted. The management of NASA does not vouch for the accuracy or authenticity of information posted by the NHPA. The posting of material by the NHPA on this bulletin board does not constitute endorsement by the management of NASA.”
- b. The Union will be responsible for posting its own material.
- c. The name of the Union will appear on all material posted.
- d. No indication of official endorsement, such as the NASA logo or name should appear in the material.

ARTICLE 9 (Cont'd)

- e. The Union will exercise good judgment in the selection of material posted on the board, and such posted material will be subject to the same standard of good taste and appropriate language as are the Employer's posted materials. The material should not be of such a nature that it improperly reflects on or attacks the integrity or motives of individuals, other unions, NASA or other governmental agencies, or commercial, trade, educational or cultural institutions. The Union will not post any material which can be reasonably construed as political in nature.
- f. The material posted will generally pertain to the business of the Union, its social events, or be related to the conditions of employment in the bargaining unit.
- g. Violations of these conditions may result in loss of bulletin board privileges.

Section 9.04. The Union may use the Headquarters internal mail system to transmit correspondence or other material for representational purposes only.

Section 9.05. The Employer agrees to publish in the Headquarters Weekly Bulletin articles of an informational nature on Union activities or representational matters. Articles will identify the Union source and will be subject to editorial review and normal lead time for publication. Changes proposed by the editorial staff will be discussed with the Union prior to publication.

Section 9.06. The Headquarters Telephone Directory, in its first revision after the effective date of the Agreement and thereafter for the term of this Agreement, will include the following listings:

- a. In the "DIRECTORY INDEX" on page 1, there will be a listing "Union Information" with a reference to the page, behind the Classified and Alphabetical sections, on which the information in part b, below, will be shown.
- b. The Union listing will be as follows:  
  
NASA Headquarters Professional Association IFPTE Local 9, AFL/CIO .  
Room                      Ext.  
Union President: (President's name) Room                      Ext.
- c. The "Alphabetical Listing of Official Mail Codes" will include "NHPA, IFPTE Local 9, AFL/CIO."

Section 9.07. The Employer agrees to publish in the Headquarters Weekly Bulletin, twice yearly, a listing of all Union officers and representatives, together with their room numbers, telephone extensions, and representational assignments, if any.

ARTICLE 9 (Cont'd)

Section 9.08. The Employer agrees to permit the Union to use the Auditorium (Room F-6 104) or other suitable meeting rooms for meetings with the members of the bargaining unit. Meetings and use of the room(s) must be scheduled in advance and conducted on non-duty time, either during lunch time or after the close of regular working hours.

## ARTICLE 10

### LABOR-MANAGEMENT MEETINGS

Section 10.01. In order to promote a system of communication between the members of the bargaining unit and management, the Employer and the Union agree to hold periodic meetings to discuss matters of mutual concern about conditions of employment within the Unit and to resolve problems related thereto.

Section 10.02. In furtherance of the above objective, the duly authorized representative of the Employer or his designee will meet with the Union President or his designee on the first Tuesday of each month beginning with the first month after the effective date of this Agreement. The meeting will normally be scheduled for two hours duration. The Employer will arrange for a meeting room and set the schedule.

Section 10.03. As a general rule, attendance at the regular monthly meetings will be limited to not more than five persons for either side. In those cases where a topic for discussion requires some degree of preparation or may suggest the need for additional attendees, it is expected that the parties will communicate with each other prior to the meeting.

Section 10.04. Additional meetings may be requested by either party in the event of a matter requiring prompt attention.

## ARTICLE II

### DISCIPLINARY ACTIONS

Section 11.01. Employees may be disciplined by one of the following actions:

Formal:	Informal: Oral Admonishment
	Written Reprimand
	Suspension
	Removal
	Reduction in Grade or Pay
	Furlough of 30 days or less

These are the only forms of disciplinary actions which may be employed against members of the bargaining unit.

Disciplinary actions will be applied in a gradual manner, applying the minimum action which is deemed appropriate to the situation.

All disciplinary actions shall be taken for such cause as will promote the efficiency of the service, and shall not be based on race, color, religion, sex, age, national origin, handicap, Union affiliation or any other extraneous factor.

Oral Admonishment shall be applied only to alleged minor violations of employee conduct. It shall be employed as a corrective measure and not as a punitive action. No official written record shall be made of the Oral Admonishment nor shall it be used to justify the level of discipline to be taken in formal disciplinary action.

Section 11.02. Every member of the bargaining unit is entitled to request Union representation during any examination by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee.

When a supervisor or other appropriate authority believes that a violation of employee conduct has occurred which will result in a formal disciplinary action, he/she will attempt to obtain all of the related facts prior to taking additional action. If a meeting with an employee is invoked as part of this action, and the employee request for a Union representative is denied by the supervisor, the employee is entitled to notify the Union of this fact before proceeding with the inquiry. In the event the employee desires a representative he/she will be informed about the area of concern and will be allowed reasonable time to consult with his/her representative prior to the meeting.

Section 11.03. Disciplinary actions shall be proposed and taken in an equitable and timely manner. The parties recognize that the level of discipline will depend on all the facts and circumstances, including but not limited to the employee's record. If prior disciplinary action is considered, this will be stated in the notice to the employee.

## ARTICLE 12

### GRIEVANCE PROCEDURE

Section 12.01. The purpose of this procedure is to provide a mutually acceptable method for the prompt and equitable settlement of grievances and to prevent or minimize future grievances by revealing and eliminating underlying causes of dissatisfaction.

The Union and the Employer earnestly desire that these grievances and complaints be settled so that the efficiency of the organization may be maintained and morale of employees shall not be impaired. Every effort will be made to settle grievances at the first level of supervision. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking settlement of grievances. The initiation or presentation of a grievance by employees will not cause any reflection on their standing with or their loyalty to the agency.

Section 12.02. The term grievance is defined in 5 USC 71 03(a)(9), which is repeated verbatim below:

“(9) ‘grievance’ means any complaint--

“(A) by any employee concerning any matter relating to the employment of the employee;

“(B) by any labor organization, concerning any matter relating to the employment of any employee; or

“(C) by any employee, labor organization, or agency concerning--“(i) the effect of interpretation, or a claim of breach of a collective

bargaining agreement; or

“(ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 12.03. This procedure shall be the exclusive grievance procedure available to Unit members, the Union and the Employer for resolving grievances as defined in Section 12.02.

Section 12.04. Grievances concerned with the following actions may be initiated under statutory or appellate procedures provided by law or by this grievance procedure but not both:

- a. any personnel action that discriminates for or against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, handicap, marital status or political affiliation under 5 USC 2302(b)(1);

## ARTICLE 12 (Cont'd)

- b. removal or reduction in grade for unacceptable performance under .5 USC 4303; and
- c. adverse actions under 5 USC 7512.

The grievant must elect which course of action is to be followed.

With respect to actions under 12.04a. above, selection of the grievance procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to Section 7702 of Title 5 U.S. Code in the case of any personnel action that could have been appealed to the Board, or where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

Section 12.05. This grievance procedure will not be applicable to any grievance concerning:

- a. any claimed violation of subchapter III of Chapter 73 of Title 5 U.S. Code (relating to prohibited political activities);
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal (for reasons of National Security) under .5 USC 7532;
- 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 12.06. As a general rule, grievances relating to a single incident should be initiated within 30 days after the occurrence of the incident or the employee's awareness of the incident. Grievances relating to a continuing practice or condition may be initiated at any time. In the preparation and presentation of a grievance under this procedure, a Unit member may designate only a Union representative as his personal representative. If a Unit member presents a grievance under this procedure directly to management, without Union representation, the Union shall be given an opportunity to have an observer present at any discussions of the grievance. The observer will be on representational time if otherwise he would have been in a duty status. If a Unit member represents himself, the grievance will be processed in accordance with the procedures of this Agreement except that it cannot be committed to arbitration by the grievant. Both the grievant and his representative will be afforded official time necessary for preparation and presentation of the grievance.

Section 12.07. Informal Stage - A grievance will not be rejected for any reason during the informal stage. The grievant is entitled to the services of a Union representative to assist in preparation and presentation of the grievance. The grievant is responsible for obtaining the services of the Union representative if he so desires, and for notifying his immediate supervisor that he has a grievance. When the grievant notifies the supervisor that he has a grievance and is without Union representation, the supervisor will inform the grievant of his right to a Union representative, and will not listen to or discuss the grievance until the grievant obtains a Union representative or the supervisor has given the Union an opportunity to provide an observer at the meeting. In addition, the supervisor may have a representative from the personnel office or an administrative staff person skilled in personnel matters.

## ARTICLE 12 (Cont'd)

An informal discussion of the grievance will be held with the grievant, his Union representative or the Union observer, the immediate supervisor and representative, if any. If the informal discussion with the immediate supervisor reveals that the matter of concern to the grievant is under the responsibility of another official, the immediate supervisor will prepare a statement to that effect and the grievant will arrange for an informal meeting with the cognizant official. The informal discussion with the immediate supervisor or cognizant official must be held within two work days after the initial notification by the grievant, or the grievant may elect to have an informal discussion at the next higher level of supervision or to go immediately to the formal stage. Within five work days after each meeting held during the informal phase, a summary record will be prepared by the immediate supervisor or cognizant official and will be concurred in by both parties. In either case, the immediate supervisor or cognizant official is responsible for taking positive steps to resolve the grievance. If the grievance is not resolved to the grievant's satisfaction within ten (10) work days after the informal discussion with the immediate supervisor or cognizant official, the informal phase will be considered terminated and the grievance may then be submitted to the Headquarters Personnel Officer as a formal grievance for referral to the Deciding Official in accordance with Section 12.11.

If the grievant feels that additional informal discussion with a higher level official might facilitate resolution of the grievance, such a meeting may be held prior to proceeding to the formal stage.

If the grievant should decide not to pursue a formal grievance, the Union may introduce a formal grievance of its own to resolve the issue.

Section 12.08. In the case of a Union initiated or Employer initiated grievance, the informal stage is automatically eliminated.

Section 12.09. Grievances submitted to the formal stage by either an individual or the Union concerning any matter relating to the employment of the employee must be submitted in writing and should include the following information, where applicable:

- a. The initiator's name, name of grievant, if different, and date of initiation.
- b. The time, date and place of the incident causing the grievance, or description of the nature of a continuing grievable matter.

ARTICLE 12 (Cont'd)

- c. Address to which grievance related correspondence should be sent.
- d. The name of supervisor(s) involved.
- e. The Article and Section of the Agreement, the Regulation and paragraph, or other written document upon which the grievance is based.
- f. The details of the incident causing the grievance or of any continuing cause if not attributable to a single incident.
- g. The name of the Union representative.
- h. The name of the management official(s) before whom efforts were made to resolve the grievance.
- i. The remedy sought.

Section 12.10. The formal written grievance shall be submitted to the Headquarters Personnel Officer within five work days after expiration of the informal stage, unless an extension is arranged.

Section 12.11. The Headquarters Personnel Officer will transmit the formal grievance to the appropriate Deciding Official, determined in accordance with Section 12.12, within five work days after the grievance is received, sending a copy of the transmittal to the grievant and the Union.

Section 12.12. The Deciding Official will be lowest level management official with authority to resolve the grievance and who is not personally involved in the matter. This authority may not be delegated.

In the case of a grievance involving the substance (as opposed to interpretation or application) of official policy or procedure, the Deciding Official will be the official to whom the policy-making official reports since it will be assumed that the policy-making official will have been contacted during the informal phase and did not resolve the grievance.

Except in grievances concerned with the substance of official policy or procedure, the Official-in-Charge of the Headquarters Office in which the grievant is employed will be designated as the Deciding Official, unless the Official-in-Charge was involved in the informal stage or is excluded as provided below.

In any case when the grievant does not wish to have the Official-in-Charge of his office serve as the Deciding Official for any reason, a written statement to that effect signed by the grievant only, if he is without Union representation, or by the grievant and the Union President or his designee, will serve as the basis for the Headquarters Personnel Officer to request the Administrator to serve as the Deciding Official or to designate not less than three senior officials who have no personal involvement from which the grievant may select one who will be the Deciding Official.

## ARTICLE 12 (Contd)

Section 12.13. The Deciding Official may not reject a grievance for any reason. The Deciding Official will review the case as soon as possible after being designated and will either:

a. Within two work days, refer the grievance to the Administrator for a decision on grievability if he believes it involves matters falling within the statutory exclusions set forth in Section 12.05. The referral will state the basis for the question of grievability and a copy will be provided to the grievant and the Union. If a decision is not provided within five work days after referral, or if the decision is that the matter is non-grievable, the Union may invoke arbitration.

b. Within ten work days after receipt of the formal grievance or after an affirmative decision on grievability:

(1) Resolve the grievance in favor the grievant; or

(2) Refer the grievance to an Examiner selected by the grievant from the list of qualified examiners provided by the Headquarters Personnel Officer, who will conduct an inquiry and prepare a report of findings and recommendations. The Employer agrees to provide examiner training to two Headquarters employees selected by the Union and to add their names to the list of examiners after their qualification. A copy of the referral memorandum will be provided to the grievant and the Union.

Section 12.14. The Examiner will conduct an inquiry of a nature and scope appropriate to the issue(s) involved in the grievance. The Examiner will hold a preliminary discussion with the parties as a means of ensuring an understanding of the nature and scope of the issue(s) involved and a basis for selecting the method of inquiry. These methods include:

(1) the securing of documentary evidence, (2) personal interviews, (3) a group meeting, (4) a hearing, or (5) any combination of (1) through (4) above. The objective will be to select a method that is satisfactory to all parties concerned. If the parties cannot agree, the Examiner will be required to hold a formal hearing.

Each party will be given an opportunity to provide information and evidence to support his position. Statements obtained by the Examiner through personal interviews for use as evidence should be under oath or affirmation, without a pledge of confidence.

If a hearing is held, all testimony will be taken under oath or affirmation. The contending parties and the Examiner each have the opportunity to confront, examine, and cross-examine all witnesses who offer testimony. Each party has the opportunity to attempt to elicit, while the case record is being developed, testimony and evidence; and each has the opportunity to examine, to challenge, and to respond to documents, exhibits and other evidence entered into the record. A verbatim transcript is not required, however, if not reported verbatim, the record must include a suitable summary of pertinent portions of the testimony, prepared by the Examiner and signed by the parties. If either party disagrees with the summary, that party may submit a written statement of exception. Either party has the option to make a tape recording of the proceedings, however, the recording will not be considered a part of the official record.

## ARTICLE 12 (Cont'd)

When the Examiner begins the inquiry, he will establish an independent grievance file which will be the official record of the inquiry and will include documents related to the grievance. Each party is entitled to a copy of all documents in the file.

Section 12.15. The Examiner's report of findings and recommendations will be submitted to the Deciding Official within 30 days after receiving the grievance from the Deciding Official. Copies of the report will be provided to the grievant and the Union.

Section 12.16. The Deciding Official will accept the Examiner's recommendations unless:

- a. The Administrator is the Deciding Official; or
- b. The Examiner's recommendations against the grievant are considered unacceptable and the Deciding Official grants the relief sought by the grievant; or
- c. The Examiner's recommendations in favor of the grievant are considered unacceptable by the Deciding Official, in which case the grievance must be referred to a higher level of authority for decision. The referral memorandum will state the specific reason(s) why the Examiner's recommendation was not accepted.

Section 12.17. The Deciding Official will notify the grievant and the Examiner of his decision within five work days after receiving the Examiner's report. If the decision is to rule on the grievance, the notification will state the decision, including the schedule for implementation, if applicable. If the decision is to refer the grievance to higher authority, the notification will include a copy of the referral memorandum. At this point, the Union may invoke arbitration. The official to whom it is referred will arrive at a decision and inform the grievant of the decision and the schedule for implementation, if applicable, within ten work days after receiving the grievance from the Deciding Official.

Section 12.18. If the grievant is not satisfied with the decision, the Union may refer the grievance to arbitration in accordance with Article 13.

Section 12.19. When the Employer and the Union agree that multiple grievances from the same person pertain to the same basic issue, the grievances will be combined and processed as a single grievance. In addition, where a number of different people file similar grievances relating to the same issue, the Employer and the Union will jointly select one of the grievances which will be processed to a decision which will apply to the entire group.

Section 12.20. Both parties agree that the time periods set for action in this Article are nominal and may be modified by mutual agreement on an individual case basis.

## ARTICLE 13

### ARBITRATION

Section 13.01. Unresolved matters qualifying for arbitration as described in this Agreement shall be submitted for arbitration upon written request of either the Union or the Employer. An employee may not invoke arbitration proceedings on their own initiative, because only the Union or the Employer may exercise the right to request and invoke arbitration.

Section 13.02. An arbitration request must be made in writing only by and between the Union President and the Headquarters installation Labor Relations Officer within 10 workdays after a point of time in this Agreement describing when arbitration may be invoked. If no written arbitration request is made within this required 10 workday time period, then the right to invoke arbitration will have expired and there shall be no other appeal.

Section 13.03. The receiving party of an arbitration request must be allowed an opportunity of 5 workdays within which to agree if it is a joint request and return it to the initiating party. From the time the arbitration request is returned or should have been returned, the initiating party shall have .5 workdays to transmit either the joint arbitration request or the initiating party's singular arbitration request to the Federal Mediation and Conciliation Service (FMCS). Failure of the initiating party to move the arbitration request in a timely manner by the expiration of the 10 workday time period required by this Section will cause the initiating party to forfeit its right to invoke arbitration without any further appeal.

Section 13.04. Arbitration requests shall call for the FMCS to provide the parties with a list of 7 qualified arbitrators from the Washington Metropolitan Area. The Union President and the Headquarters installation Labor Relation Officer shall meet within 5 workdays after receipt of such list in order to alternately strike names (the party to strike first shall be determined by the flip of a coin) from the list until only one remains who will be the duly selected and agreed upon arbitrator. If for any reason the parties fail to participate in the selection of an arbitrator as provided, the FMCS shall be requested to make a direct designation of an arbitrator to hear the case, and such designation shall be binding on the parties.

Section 13.05. The arbitrator's authority shall be limited to deciding only the issue(s) unresolved in the case presented to arbitration. If the parties fail to agree on a joint submission of the issue(s) for arbitration, the parties shall each present a separate submission and the arbitrator shall determine the issue(s) to be heard. The arbitrator shall have no authority to add to, subtract from, or modify any of the terms specifically provided for by this Agreement. The arbitrator shall be requested by the parties to render a decision as soon as possible, but in any event not later than 30 calendar days after the conclusion of the hearing unless both parties mutually agree to extend the time limit.

ARTICLE 13 (Cont'd)

Section 13.06. Each party shall designate and make known a representative sufficiently prior to the arbitration hearing for such purposes as presenting their respective party's case at hearing and handling any matters related thereto.

Section 13.07. The arbitration hearing will be held during regular hours of the basic work week of Monday through Friday on the premises of and space provided by the Employer. The Union representative (if an employee of the Employer), the aggrieved employee, and witnesses who are employed by the Employer and who are determined to be relevant and necessary by the arbitrator, shall be in a pay status on official time while participating in the arbitration hearing. Any employee who has been subject to a removal for any reason which has already become effective, will not be in any sort of pay status while awaiting an arbitration hearing, participating in arbitration proceedings, or awaiting the final decision of an arbitration or any other appellate body.

Section 13.08. Whenever possible, the Employer and the Union will endeavor to mutually agree upon reasonable and practicable methods for minimizing the costs associated with arbitration. Cost obligations of the parties are as follows:

- (A) The arbitrator's fee and expenses will be shared equally by the parties except as provided in (B) of this Section. The arbitrator's fee and expenses also will be shared equally by the parties whenever an arbitrator is presented with either a case involving more than one issue of grievability and the arbitrator rules in favor of both the Employer and the Union on any number of those issues, or a case involving one or more issues of grievability in addition to other issues related to the merits of the case itself.
- (B) The arbitrator's fee and expenses will be borne entirely by the Employer in any case where the Union invokes arbitration to resolve only an issue of grievability and the arbitrator rules only that the matter is grievable, i.e., decision entirely in favor of the Union. Conversely, the arbitrator's fee and expenses will be borne entirely by the Union if the arbitrator rules that the matter is not grievable, i.e., decision entirely in favor of the Employer.
- (C) The costs of transcribing the hearing will be borne entirely by the party requesting the service and/or transcript, however such costs will be shared equally by the parties when both receive a copy of the transcript or when the arbitrator determines that a transcript is necessary for the arbitrator's own use.
- (D) The Employer shall be solely responsible for the costs of travel and/or expenses associated with any witness from out of town who appears at the request or on behalf of the Employer. The parties shall share equally the costs of travel and/or expenses associated with any witness from out of town who appears at the request or on behalf of the Union and who has been determined to be relevant and necessary by the arbitrator, except that in these circumstances the Employer's share of such costs shall not exceed one half of the maximum amount allowed by applicable laws and regulations.

Section 13.09. The arbitrator's award will be final and binding on both parties, except as provided in 5 USC 7122.

## ARTICLE 14

### ADVERSE ACTIONS

Section 14.01. An adverse action is:

1. a removal;
2. a suspension for more than 14 days;
3. a reduction in grade;
4. a reduction in pay; and
5. a furlough of 30 days or less;

as defined and applied by 5 USC 7512. It is clearly understood by the Employer and the Union that the reduction in grade or removal of an employee for unacceptable performance are not within the meaning of this Article but instead are considered separate and distinct matters under Article 24 of this Agreement as well as the law itself.

Section 14.02. The Employer will process adverse actions in accordance with applicable laws, regulations, and provisions contained in Article 11 of this Agreement.

Section 14.03. Discipline by an adverse action in the form of removal will be taken against an employee only as a last resort except in cases of serious misconduct or criminal acts.

Section 14.04. If the employee receives a written decision by the Employer to effectuate an adverse action, then such written decision shall inform the employee of the option to appeal either under the expedited review procedure of Section 14.05 if applicable, the Grievance Procedure contained in Article 12, or the procedure provided by the Merit System Protection Board. The written decision shall also inform the employee of the manner and time limits required to act in order to utilize either of those appeals procedures.

Section 14.05. The “expedited review” procedure within this Section will be available only to an employee who is subject to an adverse action in the form of removal or a suspension for more than 14 days. The expedited review procedure may be utilized in order to avoid the time consumed by processing a grievance under Article 12 of this Agreement only if all of the following conditions have been satisfied:

- (a) The employee must not have filed a grievance under Article 12 concerning either the written notice proposing the removal or the suspension for more than 14 days or the actual written decision effectuating the removal or the suspension for more than 14 days itself.
- (b) The employee and/or the employee’s Union representative must have provided some form of written answer to the notice proposing the removal or suspension for more than 14 days within the time required by that notice.

ARTICLE 14 (Cont'd)

- (c) The Union must elect to proceed to arbitration in accordance with the provisions of Article 13 of this Agreement after the actual written decision effectuating the removal or the suspension for more than 14 days is properly issued rather than the date the removal or the suspension for more than 14 days itself becomes effective.
- (d) The Union's election to arbitrate described in (c) above also must be clearly labeled with the written identification "EXPEDITED REVIEW."

As soon as conditions (a) through (d) above have been satisfied, then the expedited review procedure will be in effect and neither the employee nor the Union may resort thereafter to utilizing the Grievance Procedure contained in Article 12 for any matter or issue relating to the adverse action in the form of removal or suspension for more than 14 days. With expedited review in effect, the Employer and the Union will endeavor to mutually agree upon reasonable and practicable means to avoid delay in having an arbitrator decide (according to the provisions of Article 13) upon the merits of the employee's removal or suspension for more than 14 days. Nothing contained in this Section may be construed to stay, delay, or change the date contained in the Employer's written decision specifying when the employee's removal or suspension for more than 14 days becomes effective, i.e., the affected employee will not be retained in a duty status while awaiting a final decision by an arbitrator or other appellate body.

Section 14.06. In the event of a decision that an adverse action or any lesser disciplinary action was not warranted and no further appellate action is pending, the advanced written notice which proposed the adverse action and all responses thereto shall be immediately purged from any and all files relating to the employee except the Employer's official separate grievance and/or Merit System Protection Board case files.

## ARTICLE 15

### UNION PARTICIPATION IN HEADQUARTERS PANELS

Section 15.01. The Employer agrees to permit a representative of the Union to attend meetings of the Headquarters Incentive Awards Committee as an observer.

Section 15.02. The Employer agrees to permit a representative of the Union to attend meetings of the Headquarters Employees EO Advisory Group as an observer.

Section 15.03. The Employer agrees to permit a representative of the Union to attend meetings of the Board of Directors of the NASA Headquarters Employees Club (Exchange) as an observer.

Section 15.04. The Employer agrees to permit the Union to designate a representative who will be invited to attend the deliberative discussion phase of activity of each Merit Promotion Rating Panel that is set up to evaluate candidates for a bargaining unit position. The Union will notify the Headquarters Personnel Office of its designee within five workdays after the posting of a given merit promotion vacancy, or it will have forfeited its rights under this section with respect to that vacancy. In addition, if the Union designee is not available to attend when invited, the Panel will complete its work as scheduled.

Section 15.05. The Employer agrees to permit a representative of the Union to attend meetings of each Technical Panel established to evaluate the classification of bargaining unit positions as an observer.

Section 15.06. Both parties agree that attendance as an observer, as provided in this Article, means that the observer generally will not be an active participant in discussions, but will be free to request permission from the presiding official to express an opinion or to make other comments relevant to the discussion. The observer will be bound by the internal rules of the panel regarding the sensitivity of matters discussed.

Section 15.07. The Employer agrees to notify the Union in advance of all meetings of the groups included in this Article.

## ARTICLE 16

### INFORMATION TO THE UNION

Section 16.01. The Employer agrees to provide the Union with one copy of the monthly FOIA listing of Headquarters employees.

Section 16.02. The Employer agrees to provide the Union with a list of members in the bargaining unit not less than twice a year on request.

Section 16.03. The Employer agrees to provide the Union with a list of bargaining unit members with repromotion or other special reemployment preference or rights within 60 days after the effective date of this Agreement. Information on changes will be provided as they occur.

Section 16.04. The Employer agrees to provide the Union a copy of each merit promotion vacancy announcement at the time it is posted.

Section 16.05. The Employer agrees to grant the Union access to the SF-52 log (NHQ Division Form 504, September 1975) maintained in the Headquarters Personnel Office (NHP) upon request and will permit the Union to make a copy.

Section 16.06. The Employer agrees to grant the Union access to all contract documents relating to functions/activities of the bargaining unit that are to be contracted out.

Section 16.07. The Employer agrees to provide the Union, on request, a copy of any existing functional statement for each organizational element in which members of the bargaining unit are employed.

Section 16.08. The Employer agrees to grant the Union access to the current position descriptions and other related documents for all members in the bargaining unit.

Section 16.09. The Employer agrees to provide the Union a copy of any Freedom of Information Act request which specifically requests information on Union activities, or which specifically requests information on a member of the bargaining unit, or the Unit, as related to Union activities, within two workdays after receipt by the Headquarters Freedom of Information Officer. This does not include FOIA requests from a Unit member unless the request otherwise meets the above criteria.

Section 16.10. The Employer agrees to provide the Union a copy of the letter, less enclosures, responding to any FOIA request provided under Section 16.09, within two workdays of its release. The Union will be granted access to the enclosures upon request.

Section 16.11. The Employer agrees to provide the Union a copy of any Personnel Management Evaluation Report that contains information on the bargaining unit.

ARTICLE 16 (Cont'd)

Section 16.12. The Employer agrees to provide the Union a copy of any Survey Report resulting from an attitude survey of Headquarters employees including members of the bargaining unit, within two workdays after official distribution.

Section 16.13. The Employer agrees to provide the Union a copy of new or revised directives or regulations issued by OPM, OMB or other agencies that are on matters that may affect conditions of employment in the bargaining unit, as soon as practicable.

Section 16.14. The Employer agrees to grant the Union access to the Federal Personnel Manual at any of the locations within the Personnel Programs Division, Financial Management Division, and the Office of General Counsel, and will permit the Union to make a copy of selected material.

Section 16.15. The Employer agrees to provide the Union a concurrent copy of any written notification to a unit member alleging performance deficiency or improper conduct, including letters of admonishment or reprimand.

Section 16.16. The Employer agrees to grant the Union access to the most recent RIF Retention Register for members of the bargaining unit upon request.

Section 16.17. The Employer agrees to furnish the Union, annually, a list of members of the bargaining unit who are designated as being in developmental or trainee positions as defined by PPM Chapter 351, Subchapter 7-6 Qualifications for Assignment, and a description of the applicable training or developmental program. Changes to the list will be provided as they occur.

## ARTICLE 17

### TRAINING

Section 17.01. In accordance with the provisions of Chapter 41, Title 5, U.S. Code, and subject to budgetary and other constraints, the Employer agrees to provide members of the bargaining unit with training and career development opportunities to maintain and improve the skills and professional knowledge necessary to perform their work effectively, to develop new skills and knowledge necessary to carrying out the Employer's mission, and to provide for career development opportunities where the needs of the Employer and the interests of the employee are compatible.

Section 17.02. The Employer encourages members of the bargaining unit to discuss their individual career development goals and objectives with their supervisors and the Employee Development Section. The Employee Development Section will provide information, advice, and career counseling to unit members and their supervisors concerning availability and relatedness of training programs in keeping with job related needs and personal career objectives.

Section 17.03. Training opportunities will be offered to unit members without regard to race, religion, color, sex, age, union affiliation, or national origin.

Section 17.04. In those instances where the number of training candidates exceeds the number of available spaces, selection will be made on the basis of relative need and merit.

Section 17.05. The Employer will pay tuition and related support for all approved training programs and, where appropriate, provide official time, per diem, and travel expenses necessary to such training.

Section 17.06. In the event of changes in mission, organization, or technology, which can be determined to require new skills and knowledges in the bargaining unit, the Employer agrees to provide for retraining of affected unit members consistent with the needs of the Employer and availability of resources.

Section 17.07. The Employer will request annually an assessment of training needs by each major office and will use the resulting management approved needs as the primary basis for allocation of available resources. The Union will be provided copies of the assessment results for each organization in which bargaining unit members are employed and will be invited to submit written comments and recommendations thereon. In addition, the Union will be granted access to the records in the Employee Development Section concerning the allocation and utilization of training funds.

Section 17.08. The Employer agrees to develop and submit proposed new or revised employee development policies, which would constitute a change in the conditions of employment for any member of the bargaining unit, to the Union for review and comment in accordance with Article 7 prior to publication and implementation.

ARTICLE 17 (Cont'd)

Section 17.09. Members of the bargaining unit who acquire skills or education through training received without NASA financial support are encouraged to document such training or self-development activities for inclusion in their Official Personnel Folders.

Section 17.10. The Employer agrees to include the Union on the regular distribution list for training information on opportunities relevant to the bargaining unit.

Section 17.11. The Employer agrees to take such steps as may be appropriate; e.g. training or developmental assignment, to assure that members of the bargaining unit receiving benefits under 5 USC .5362 or 5 USC 5363 have the opportunity to obtain necessary qualifications for the selection to positions which would minimize the need for the application of such benefits. The positions to which the provisions of this Section refer are positions available at the time this Section becomes applicable to a given member of the bargaining unit, or that are expected to be available at the time the qualifications have been obtained.

Section 17.12. The Employer agrees to allow the Union up to four hours official time for the purpose of conducting a training session on the provisions of this Agreement for the ten Union officers or representatives designated in accordance with Section 8.02. The Employer agrees to provide the use of a suitable room for the conduct of the training session.

## ARTICLE 18

### WORK WEEK AND TOUR OF DUTY

Section 18.01. The Employer authorizes a flexitime experiment for the maximum number of employees feasible in accordance with the provisions of this Article. For the purposes of this Article, the following definitions will apply:

- a. Basic workweek means the 40 hour workweek consisting of five consecutive basic workdays Monday through Friday.
- b. Basic workday means eight hours plus one-half hour for lunch each day.
- c. Regular work schedule means that a basic workday starts at 8:00 a.m. and ends at 4:30 p.m.
- d. Flexitime means that an employee is allowed to choose his/her own starting time, subject to the limitations of this Article, on a day-to-day basis.
- e. Core time means the portion of the workday including lunch from 9:00 a.m. until 4:00 p.m. during which all employees must be present, unless on approved leave or core time deviation, and until the beginning of which employees are not considered tardy.
- f. Flexband means the portion of the workday during which the employee has the option to select and vary starting time of 7:30 a.m. to 9:00 a.m. and ending time of 4:00 p.m. to 5:30 p.m.
- g. Working hours means the entire workday available under flexitime, extending officially from the start of the morning flexband at 7:30 a.m. to the end of the afternoon flexband at 5:30 p.m.
- h. Core time deviation means an absence specifically authorized by the supervisor during the core time which is made up within the same day during the flexband without a charge to leave.

Section 18.02. Flexitime does not change applicable laws, rules, and regulations governing the basic workday, basic workweek, all types of leave, or compensatory time or overtime. Neither flexitime nor any provision in this Article permits any employee to work varying numbers of hours each day or each week, i.e., the commonly referred to "compressed work schedule or week" which envisions the possibility of a four day 40 hour per week arrangement by altering the basic workday or basic workweek is not allowed under any circumstance.

Section 18.03. Employees are not required to be in attendance during both the morning or afternoon flexbands. An employee may start work at any time (rounded off to the nearest five minute increment) during the morning flexband and will not be considered tardy. A supervisor ordinarily may not refuse an employee permission to end work during the afternoon flexband unless it is clearly apparent that the employee will not be able to complete a basic workday.

## ARTICLE 18 (Cont'd)

Section 18.04. Employees must account for the completion of a basic workday by actual attendance at work and/or by being in an approved leave status.

Section 18.05. Core time deviations will be permitted for employees on an occasional basis and with the advance approval of the supervisor in order to allow an employee to extend his/her one-half hour lunch period or conduct other personal business. Based on arrangements made at the election of the employee and in the discretion of the supervisor, such core time deviations may be without charge to leave only as long as a combination of the employee's starting time and amount of time absent from work do not preclude the employee from accounting for the completion of a basic workday before the end of the official working hours.

Section 18.06. All employees will be required to sign and enter their starting time, period used for an extended lunch period, period of chargeable leave, period of core time deviation, and ending time, as appropriate. All employees are required to sign and enter the appropriate information on a daily basis on a form provided by the Employer and which will be maintained by or near the employee's respective supervisor or designee. Only a supervisor may record the absence, arrival or departure of an employee when the employee is unable to do so (e.g. when an employee is on leave status all day or at another job location). Employees will be provided written instructions when deemed necessary by the Employer in order to effectively implement the sign in/out requirements of this Section or other provision of this Article.

Section 18.07. The Employer will endeavor whenever practicable to schedule meetings or other events requiring the presence of employees during the core time. However, employees are required to attend meetings or other events which on occasion or due to unusual circumstances necessitate scheduling outside of the core time. In any case, employees only will be required to attend meetings or other events for which they have been provided reasonable advance notice.

Section 18.08. Flexitime will be suspended for any employee when on any activity (e.g., court leave, training, assignment, detail, travel, etc.) that is physically situated anywhere away from the actual Headquarters installation. Under these circumstances, the supervisor will establish at his/her discretion one or more of the following options for the employee:

- a. Revert to the regular workday of 8:00 a.m. to 4:30 p.m.
- b. Establish a tour of duty which corresponds with common carrier schedules on days of actual travel.
- c. Establish with the employee a work schedule which corresponds to the demands of the job, better accomplishes the assignment and avoids the payment of compensatory time or overtime.
- d. Establish the first eight hours plus one-half hour for lunch as the daily tour.

## ARTICLE 18 (Cont'd)

Section 18.09. Flexitime may also be suspended when the opening of the buildings is delayed due to hazardous weather or other conditions beyond the control of the Employer. Under these circumstances, all employees in the affected buildings will revert to the regular work schedule for that day. Special considerations may be made for employees in carpools. Employees will report for work as directed by radio announcement, or in accordance with other procedures established by the Employer.

Employees who report for work during the period the office is closed may not be required to work before the office officially opens. Employees who do begin work before the office officially opens will not receive any extra compensation for the work such as compensatory time, overtime, administrative leave, etc., at the end of the day. Employees will be permitted to leave upon completion of a basic workday or the end of the shift established for that day, whichever comes first.

Section 18.10. While the use of flexitime may be suspended under circumstances described by other Sections of this Article, an employee also may be denied flexitime by his/her immediate supervisor based on one or more of the following reasons: (1) The work requirements of the office; (2) The work requirements of the employee's specific position; (3) The requirements of the employee's current assignment; (4) Prior flexitime and/or leave abuses by the employee; (5) The need for continuing office coverage; (6) The need to allow equitable participation by employees under his/her supervision; and/or (7) Work performance problems that require close supervision. The immediate supervisor may not arbitrarily or capriciously deny flexitime to an employee. The immediate supervisor will provide an employee with a written explanation of the reason(s) forming the basis of the denial of flexitime and the specific period of time that such denial will be effective.

Section 18.11. Under flexitime, unusual situations may occur that require the personal attention of the immediate supervisor. Upon written request of the employee, the supervisor may make reasonable special arrangements or exceptions to accommodate problems of a personal nature, on an individual case basis, to the established flexbands where such an exception is considered by the supervisor to be warranted, e.g., educational purposes, carpool arrangements, etc. All such special arrangements or exceptions will be handled by the supervisor fairly and in accordance with other requirements of this Article. Within 10 workdays after receipt of the employee's written request, the supervisor will provide the employee with a written reply either granting or denying the special arrangements or exception.

Section 18.12. Nothing contained in this Article will preclude an employee from filing a claim for compensation of any properly assigned work at either the Headquarters installation or elsewhere which is in excess of the basic workday. Any such claim will be processed and considered in accordance with applicable laws, rules and regulations governing compensation.

Section 18.13. This Article may be reopened upon written request presented by either the Employer or the Union. Such a request to reopen may be presented only within the 30 calendar days after the first year from the effective date of the Agreement. Such reopening shall be limited to considering unforeseen problems of a general rather than individual nature relating to flexitime.

## ARTICLE 19

### SAFETY AND HEALTH

Section 19.01. The Employer will seek to provide and maintain safe working conditions and to comply with all present and future applicable Federal and District laws and regulations regarding the safety and health of members of the bargaining unit.

Section 19.02. The Union agrees that it will encourage members of the bargaining unit to comply with the Employer's safety and environmental health standards, guidelines, regulations and other actions designed to protect the environment and provide a safe and healthful workplace. Members of the bargaining unit have a responsibility to report a work-related injury regardless of whether or not the injury is treated or where treated, and a responsibility to report unsafe or unhealthful working conditions.

Section 19.03. Members of the bargaining unit are entitled to the same medical benefits available generally to other employees.

Section 19.04. Employee medical records shall be maintained under the control of, and shall only be used by, the responsible NASA or NASA contractor professional medical personnel. Confidentiality will be maintained in accordance with OPM and NASA regulations and the Privacy Act of 1974.

## ARTICLE 20

### MERIT STAFFING

Section 20.01. The Employer agrees that each member of the bargaining unit will be provided, on request, a copy of the official position description that accurately describes the current duties and responsibilities of his or her job and other related documents. The Employer further agrees that the signature of the immediate supervisor and the cognizant classification officer, certifies that the position: (1) is properly classified as to series and grade, (2) is necessary to the accomplishment of the responsibilities of the organizational unit in which established, (3) does not include any grade determining duties and responsibilities which are exclusively grade determining in any other position, except in the case of additional identical positions, where the number of positions must be clearly supported by workload.

Section 20.02. The Employer agrees that the immediate supervisor of each member of the bargaining unit is responsible for the accuracy and validity of the current position description and will certify annually that the current position description is accurate and valid.

Section 20.03. The Employer agrees that the signature in Part I (E) and (H) on a Standard Form 52 requesting the establishment of, recruitment for, appointment or reassignment to, a position in the bargaining unit, constitutes a certification by the signing officials that the provisions set forth in Section 20.01 have been reviewed and are satisfied.

Section 20.04. The Employer agrees that, except as provided in Section 20.06, only those qualifications which are necessary to full performance will be required for appointment or reassignment to a position in the bargaining unit.

Section 20.05. The Employer shall provide priority placement consideration of bargaining unit members receiving retained grade or pay benefits under 5 USC 5362 or 5 USC 5363 for placement in positions which are equal to their retained grade or pay.

Section 20.06. The Employer agrees that where a member of the bargaining unit is eligible for priority placement consideration under Section 20.05 but lacks specialized experience to qualify for a vacant position equal to the member's retained grade or pay, special consideration will be given to detailing the member to the vacant position until fully qualified, at which time the reassignment would be made.

Section 20.07 The Employer agrees that it will not hire a consultant or expert, as defined in FPM Chapter 304, to perform duties which: (1) can be accomplished as well by regular NASA employees, (2) call for full-time continuous employment, or (3) are organized to circumvent competitive employment procedures or General Schedule pay limitations.

Section 20.08. The Employer agrees to determine the critical elements of every position in the bargaining unit and to assure their identification in the official position description as soon as practicable.

## CONTRACTING OUT

Section 21.01 . The Union recognizes that the Employer has the authority to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations will be conducted.

Section 21.02. The Employer recognizes that it is not precluded from negotiating with the Union on the number, types and grades of employees or positions assigned to any organization subdivision, work project, or tour of duty, or on the technology, methods and means of performing work. Such negotiation will be at the election of the Employer.

Section 21.03.. The Employer agrees that it will inform the Union of any decision made to contract out activities assigned to members of the bargaining unit as soon as practicable after the decision is made. The Employer further agrees to provide the Union with as much time as is necessary to negotiate on appropriate arrangements for employees adversely affected by the implementation of the decision. These negotiations shall begin as far in advance of implementation as is possible to alleviate or minimize the impact on employees adversely affected.

Section 21.04.. At the time the Union is informed of the decision to contract out, the Employer agrees to provide the Union with a list of all supporting studies, analyses, and other related documents which the Employer used to establish the justification, rationale, or reasons for this decision. These documents will be made available to the Union upon request.

## ARTICLE 22

### PAYROLL ALLOTMENT FOR WITHHOLDING DUES

Section 22.01 . In accordance with 5 USC 7115(a), the Employer agrees to withhold and remit the dues of the members of the Union who are members of the bargaining unit and who voluntarily execute the Standard Form 1187, authorizing that this deduction be made from their pay.

Section 22.02.. The President and/or the Treasurer of the Union will sign the authorization form certifying that the employee is a member of the Union and submit them to the Headquarters Accounting Office.

Section 22.03.. The Headquarters Accounting Office will remit the amount allotted to the Union Treasurer along with an alphabetical list of the members' names.

Section 22.04. Except as provided in .5 USC 7115 (b), any allotment for dues withholding provided for under this Article may not be revoked for a period of one year. The Union shall notify the Employer in writing within .5 workdays when an employee who has executed an allotment for dues withholding under this Article is no longer a member of the Union.

## ARTICLE 23

### DISTRIBUTION AND FORMAT OF AGREEMENT

Section 23.01. Copies of this Agreement shall be printed by the Employer. Sufficient copies, but no less than an initial 500 copies, will be provided to the Union within 60 days from the date it is approved by the Administrator. Pending receipt of the printed copies, a minimum of 25 reproduced copies will be provided to the Union within two workdays after the date the Administrator approves the Agreement.

Section 23.02. The Employer agrees to notify the Union of new accessions to the bargaining unit and the time and place for any formal orientation of these employees by the Headquarters Personnel Office. The Union may send a representative to such orientation sessions to make an appropriate presentation.

Section 23.03. Any amendments to this Agreement will be reproduced by the Employer and provided to the Union.

## ARTICLE 24

## ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 24.01. After the establishment of a performance appraisal system conforming with the requirements of .5 USC 4302, employees may be subject to actions based on unacceptable performance according to the provisions of 5 USC 4303 and regulations issued by the Office of Personnel Management in the form of reduction in grade or removal. However, specific instances of unacceptable performance by the employee on which such a proposed action is based may be supported by one or more deficiency interviews conducted in accordance with this Article.

Section 24.02. The deficiency interview will be conducted following an employee's unacceptable performance so as to allow the employee a reasonable opportunity to demonstrate acceptable performance.

Section 24.03. The deficiency interview may be conducted by the employee's current immediate supervisor and/or the official responsible for evaluating or reviewing the employee's performance with respect to issuance of a periodic performance appraisal.

Section 24.04. Deficiency interviews are a method of documenting the informing of an employee about unacceptable performance that may be used to support a proposed action in the future. Deficiency interviews are recognized as different from conferences or discussions about (1) work assignment matters between a supervisor and an employee, or (2) regular performance which may be required by a performance appraisal system established under 5 USC 4302. Since the Employer and the Union want to encourage rather than inhibit communication between supervisors and employees, it is recognized that the employee is not entitled to a Union representative at those work assignment and/or regular performance conferences or discussions.

Section 24.05. As a minimum, deficiency interviews will include a discussion of the employee's unacceptable performance in relation to the performance standards and critical elements of the position, and an explanation of how the employee may improve performance.

Section 24.06. Deficiency interviews may be documented by the official conducting such a session with a copy provided to the employee. The employee may provide written comments in response to the deficiency interview. Any deficiency interview documentation will be considered and retained by the official as appropriate.

## ARTICLE 25

### DURATION, MODIFICATIONS AND AMENDMENTS

**Section 25.01.** This Agreement shall take effect (1) As of the date it is approved by the Administrator of NASA or a duly appointed designee, or (2) On the 30th day after the date it is executed by the duly authorized representatives of the Employer and the Union, whichever occurs first. Should the Administrator or designee disapprove this Agreement, and the Union elects not to challenge this determination, the parties agree that they shall immediately reopen negotiation to resolve the unacceptable provisions, after which the Agreement shall be resubmitted for approval of the Administrator or designee.

**Section 25.02.** This Agreement shall continue in full force and effect for three years from the date of approval and shall continue in effect from year to year thereafter unless terminated by mutual consent of the parties.

**Section 25.03.** This Agreement may be amended during the term of the Agreement only by mutual consent of the two parties.

**Section 25.04.** This Agreement may be renegotiated at any time after the three year effectivity period upon the request of either party. Notice of intent to renegotiate the terms of this Agreement shall be given not less than ninety days prior to the renegotiation date. The party requesting renegotiation shall submit to the other party a list of all changes it proposes to existing Articles and a proposal containing the statements of any new Articles desired. This proposal shall be submitted at least 60 days prior to the renegotiation date.. The existing Agreement shall remain in effect with its amendments until the new Agreement becomes effective.

APPROVAL SIGNATURES

FOR THE EMPLOYER:

FOR THE UNION:

Jim Pizzarelle  
Labor Relations Officer

Peter K. Hatt  
Director, Administration Division  
National Aeronautics and Space  
Administration, Headquarters.

William A. Lucas  
Chief Negotiator

Richard E. Storm  
Assistant Chief Negotiator

Milton Kramer  
Negotiator

2/24/84

Richard E. Storm  
President, NASA Headquarters  
Professional Association Feb.24, 1984  
Local 9, IFPTE, AFL-CIO.

Effective Date of Agreement: 3/26/84

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