

**MEMORANDUM OF AGREEMENT
BETWEEN GODDARD SPACE FLIGHT CENTER
&
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1923**

This Memorandum of Agreement (MOA) is entered into, by and between, Goddard Space Flight Center (GSFC) (“Employer” or “Agency”) and the American Federation of Government Employees (AFGE), Local 1923 (“Union”) also referred to as the parties.

In the matter concerning the implementation of GPR 8730_7A, Lab Management Program at the Goddard Space Flight Center, Wallops Flight Facility the parties agree to the following:

1. As it pertains to the assignment of this function to unit employees and/or nominees selected for this function, Management agrees that the application of the Lab Management Program will be fair, objective, and consistent with government-wide law, rule, or regulation as well as the collective bargaining agreement (CBA).
2. Consistent with the process described in Figure 1 – Certification Process, Management agrees that, prior to nominating an employee to the function of Lab Manager, for each laboratory respective laboratory work space:
 - a. Management will acknowledge all qualified employees and select one as appropriate. In making its selection, Management will consider relevant experience, expertise, current workload and other professional development activities (e.g. training, IDP’s, details, education programs, etc).
 - b. Where appropriate and feasible, (e.g., budget and resources), Management will consider the use of contractors.
3. Management agrees that assignments pertaining to this initiative shall not be arbitrary or capricious, and will be based on bona fide criteria respective to the Lab Management Program.
4. Management agrees that in situations where an employee’s assignment or responsibility pertaining to this initiative conflicts with that associated with the employee’s other job functions, the Employer will notify the employee of which assignment/responsibility takes precedence as needed.
5. Management agrees that the members appointed to the Lab Management Steering Committee will decide the necessary method to participate in the meetings (i.e., Video, Conference, telecom, travel to Greenbelt (providing appropriate travel expenses are available) etc.).
6. Management will re-evaluate the incumbent Laboratory Manager’s assignment every two (2) years, and notify the incumbent of this re-evaluation. At this time, management shall consider an incumbent’s request to continue or terminate the assignment.

7. Management agrees to post the agreement covering this matter on the OHCM website under AFGE Collective Bargaining Agreement within seven (7) workdays of the effective date.
8. The provisions of this MOA are not meant to alter, modify or change the existing CBA.

The parties agree to this MOA as written above.

FOR AGENCY:

FOR AFGE LOCAL 1923:



FOR Linda Ledman DATE 11/2/12
Labor Relations Officer (Acting)
GSFC



Ben Robbins DATE 11-2-12
Vice President
AFGE, Local 1923