

Memorandum of Understanding

This memorandum of understanding replaces the language in Article 25, Performance Appraisal System, in the negotiated collective bargaining agreement between AFGE, Local 1309, and the Eastern Region Geographer.

Article 25

Performance Appraisal System

1. **POLICY.** It is the policy of the Employer that the performance appraisal process will be an integral part of the rating official/Employee relationship involving ongoing communication concerning performance.
2. **COMPONENTS OF EMPLOYEE PERFORMANCE PLAN.**
 - a. **Critical element** means a component of a position consisting of one or more duties or responsibilities which contributes toward accomplishing organizational goals and objectives and which is of such importance that unacceptable performance of the element would result in unacceptable performance in the position.
 - b. **Performance standard** means a statement of the expectations or requirements established by the Employer for a critical or required element at a particular rating level. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance.
 - c. The Employer agrees that the Union has an interest in the performance standards established for the various occupations of unit employees. The Employer further agrees to notify the Union during the development and/or revision of model performance standards and to give consideration to the Union's ideas and suggestions.
 - d. Within sixty (60) days after the beginning of each appraisal period or the assumption of a new position or change of duties, performance standards and critical elements shall be established in writing for each unit employee.
 - e. Each employee shall be provided with a copy of his/her performance plan within 60 days of the beginning of the rating period or within 30 days of assignment to a position. Employees cannot be evaluated against critical elements and performance standards until after the date they are made aware of the elements and standards. When appropriate, performance standards shall be applied uniformly for like duties in like circumstances. The Employer will answer any questions the employee asks as to what is necessary to achieve each level of performance.
 - f. All performance plans will be consistent with the duties and responsibilities of the employee's current position description, except in unusual circumstances, such as those instances when an employee is assigned to unclassified duties for short periods of time or on detailed for 120 days or less.

- g. Each employee will have the opportunity for substantive participation in the development of the performance plan upon which his/her performance will be appraised. Groups of employees, where appropriate, can work together to draft a single performance plan or to comment on a draft performance plan that would be applicable to all. However, the Employer retains the right to designate the performance standards and critical elements after consideration of employee views and input.

3. PERFORMANCE APPRAISALS.

- a. Performance appraisals shall be made in a fair and equitable manner in accordance with 5 U.S.C. 4302.
- b. Appraisals shall be performed annually. The performance evaluation shall be given within sixty (60) days of the close of each employee's appraisal period.
- c. Employees will be evaluated only for work performed or reasonably expected to be performed during the rating period. An employee's performance will not be adversely affected by work not assigned. In preparing the rating, the Employer will consider work-related factors beyond the control of the employee which may have made it difficult to meet the written performance standards, or which would, when taken into consideration, raise the employee's rating to a higher level. The employees are responsible for making the Employer aware of these work-related factors beyond the control of the employee(s) as soon as possible.
- d. At least one progress review will be conducted no less than 4-6 months prior to the end of the rating year. The Employer will also conduct progress reviews with employees at any time during the rating period if the employee's performance falls below the fully satisfactory level, or if the employee's performance falls two or more levels below the employee's previous year's rating level. Progress review information will be considered in determining the annual rating of period.
- e. Statistics used in employee evaluations shall be provided to the employees within ten (10) days after their receipt by the supervisor.
- f. If at any time during the appraisal period an employee's performance falls to the "minimally successful" level on any critical element, the employee will be counseled concerning the reasons why his/her performance fails to meet the fully successful performance level, and what steps the employee needs to take to improve his/her performance.
- g. At any time during the appraisal period that an employee's performance falls to the "unsatisfactory" level on any critical element, the employee will be informed in writing of the reasons his/her performance fails to meet the fully successful performance level, and steps the employee needs to take to improve his/her performance. The employee will be given assistance and an opportunity to improve his/her performance to the fully successful level.

- h. The Employer is encouraged to solicit employee input before drafting annual performance appraisals. The Employer will provide employees with an unsigned, written evaluation of performance at least one (1) week before the performance appraisal interview. Such evaluation will not constitute a rating of record. The evaluation will contain recommendations for specific ratings on each element. The parties may communicate about the evaluation before the determination of the rating of record.
 - i. Employees will receive their performance appraisal (signed by the rating and reviewing official) at the official performance rating discussion. At that time, the employee shall be asked to sign that he/she has received the rating (the employee is signifying only that he/she has received a copy, not that he/she agrees or disagrees with the rating). Employees may add comments and supporting documentation to their official performance ratings. Employees have the right to file a grievance under the terms of the negotiated grievance process.
 - j. The Employer will not ask employees to backdate performance appraisals or work plans.
4. When requested by the employee, the Employer will prepare an Individual Development Plan in accordance with the Department of Interior Performance Appraisal Handbook.
5. Employees may request and receive information as needed about the performance management system.

Agreed to this _____ 16 _____ day of December 2004.

For the Union:

_____/s/
Nan Sanders, President
Local 1309, AFGE

For the Employer:

_____/s/
Pam Malam, ER Geographer