

ARTICLE 30

PERFORMANCE MANAGEMENT APPRAISAL PROGRAM

SECTION 1- Purpose and Scope

A. The purpose of the Performance Management Appraisal Program (PMAP) is to improve employee and organizational performance. It encourages continuous communication between employees and supervisors, provides a mechanism to evaluate employee performance and identify strengths and weaknesses, and provides a mechanism to address deficient performance effectively through such activities as increased communication, coaching, training, and if necessary, through appropriate personnel actions. Feedback and ratings under the PMAP system will be provided in a fair, consistent, constructive and equitable manner. This Article is intended to be used in conjunction with the Department of Health and Human Services PMAP document (Appendix 4) issued August 19, 2013. To the extent that there is a conflict in this Article or CBA with the PMAP policy or other management-issued performance documents, the parties' collective bargaining agreement governs.

B. The PMAP covers all NTEU bargaining unit employees covered by this Collective Bargaining Agreement.

~~B. The Employer and Union agree that the effectiveness of this program will be evaluated within six (6) months from the end of the performance period by a joint labor-management workgroup. There will be equal numbers of NTEU representatives and management officials.~~

SECTION 2- Objectives

The objectives of the PMAP are to:

- Improve employee and organizational performance by defining critical aspects of employee performance and assessing results achieved;
- **Communicate** and clarify organizational goals and objectives to employees;
- Facilitate evaluation of employee performance;
- Encourage communication between supervisors and employees;

- Identify good employee performance for recognition;
- Address deficient performance effectively through such things as increased communication, coaching, training and if necessary, through appropriate personnel actions; and
- Provide uniform and consistent evaluation of performance for all covered employees.

SECTION 3- Terms and Definitions

All bargaining unit employees will receive a performance appraisal that will be based on a comparison of the employee's performance with the standards and elements established for the appraisal period. Terms used in this Article are defined as follows:

- A. Appraisal (Rating) means the process under which performance is reviewed and evaluated.
- B. Appraisal period means the established period of time for which performance will be reviewed and a rating of record will be prepared. The appraisal period normally covers the Calendar Year (January 1 through December 31). An employee must be under a performance evaluation plan a minimum of ninety (90) calendar days during a rating period to receive a rating.
- C. Critical Element means work assignments or responsibilities of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is unacceptable. Such elements are used to measure performance only at the individual level.
- D. Performance means an employee's accomplishment of assigned work or responsibilities.
- E. Performance Plan means all written, or otherwise recorded, performance elements that set forth expected performance. A performance plan must include all critical and non-critical elements as determined by the Employer and their performance standards (measures).
- F. Performance standard means a statement of the performance threshold, requirement, or expectation that must be met to be appraised at a particular level of performance. A Performance Standard (Measure) may include, but is not limited to, quality, quantity, timeliness and manner of performance.
- G. Progress review means communicating with the employee about his/her performance to date compared to the performance standards for each element. Progress reviews are important for providing consistent performance feedback to employees and can be conducted at any time during the appraisal period. One formal progress review is required and is generally conducted midway through the appraisal period

- H. Rating Official means the official responsible for informing the employee of the critical elements of his/her position, establishing performance requirements, providing feedback, appraising performance, and assigning the summary rating. The rating official is normally the employee's immediate supervisor.
- I. Rating of Record (Final Rating) means the performance rating prepared at the end of an appraisal period for performance of Agency-assigned duties over the entire period and the assignment of a summary level within a pattern. A final rating summarizes and measures an employee's performance on each element for which there has been an opportunity to perform for the minimum rating period. In most cases a summary rating (see definition below) will become the rating of record.
- J. Summary rating means combining the written appraisal of each critical element (on which there has been an opportunity to perform for the minimum period, i.e., 90 calendar days) to assign a summary rating level. The rating official derives the summary rating from appraising the employee's performance during the appraisal period on each element.

SECTION 5- Performance Plans

- A. When the Agency proposes a new performance plan for employees that differs from the PMAP implemented during the prior performance year, the Union will be provided notice in accordance with Article 3 of this Agreement. In addition to the bargaining rights and obligations set forth in Article 3, the Union may provide recommendations regarding the substance of the changes, and present supporting evidence pertaining thereto. The Employer will consider the Union's recommendations and advise the Union, in writing, of the results of its review no later than five (5) workdays prior to implementation. Once notice and bargaining obligations have been fulfilled, the Agency will follow the requirements below upon implementing the PMAP.
- B. 1. The supervisor shall present the employee with a written copy of his or her PMAP as soon as practicable. The supervisor and employee should discuss goals and work expectations for the rating period. Discussions may cover the employee's official duties and responsibilities; organizational goals and objectives; the type of performance necessary to achieve each rating level; and, the employee's goal for the future. Additionally, these discussions will include an identification of cascading goals for which the employee is also responsible. The Agency agrees that it is important for supervisors to communicate with employees to set relevant, achievable goals that support the organization's mission. Each employee should actively participate in developing his/her performance plan for the appraisal period. Supervisors shall clearly communicate expectations and metrics. The following is a list of actions that supervisors shall follow:
- Communicate to employees their strengths and encourage the development of necessary skills to overcome weaknesses;
 - Active partnering in performance management to reinforce positive manager-

employee relationship;

- Provide equitable performance expectations;
- Submit constructive feedback and improvement strategies;
- Discuss and identify, where appropriate, supervisor support of employees development and professional growth;
- Development of objective performance measures that reflect job requirements;
- Provide an atmosphere that allows for two-way communication;
- Provide and encourage constructive feedback;
- When applicable, discuss individual goals or Individual Development Plan.

2. In developing performance plans for a given position, the Employer agrees to consider the views of the employees who occupy the position. Consistent with Section 5C below, prior to implementing a new or revised performance plan, the Employer will provide employees whose performance will be assessed under it with a draft of the new or revised plan, identifying all new or revised portions of that plan and informing the employees that they should read the new or revised plan and submit any comments they wish to make to their supervisors. The supervisor will consider the views of the employee, when such views are presented, before implementing the performance plan.

- C. ~~The performance plan shall be provided to the employee within fourteen (14) days after the beginning of the rating period.~~ Employees will be given five (5) workdays to review and submit written and/or oral comments on any proposed performance plan applicable to them. Reasonable requests for extensions will normally be granted. Before comments are due, an employee may request to meet on duty time with a Union representative to discuss the proposed changes in his/her performance plan. The Employer agrees to consider the comment(s) of an employee before finalizing a new or revised performance plan. If the employee declines to sign, the effective date of the plan is the date the rating official attempted to obtain the employee's signature. The supervisor will note this on the plan, citing the date the employee was given a copy of the established plan.
- D. The employee's signature means that the supervisor has communicated the performance plan to the employee. It does not mean that the employee agrees with the plan.
- E. The supervisor is responsible for providing information about the performance plan and his/her expectations to help the employee understand the requirements of the plan. The employee is responsible for ensuring that he/she has a clear understanding of the supervisor's expectations and the standards against which performance will be measured. The employee should request clarification from the supervisor when needed.
- F. An employee will not be evaluated on any aspect of his/her performance plan until the employee receives the new performance plan that incorporates these changes.
- G. Ratings will be based on the application of established performance standards to the

employee's observable or measurable performance.

- H. The Employer will consider extenuating circumstances outside the control of the employee, when applying performance standards against employee performance.
- I. The Employer will consider such factors as availability of resources, lack of training, or frequent authorized interruptions of normal work duties.
- J. The Employer shall not establish any quota system for appraisals.
- K. Annual ratings/annual ratings of record when used will reflect the employee's performance for the full annual appraisal period unless the information necessary to make such an appraisal is not available. Ratings for periods of time which are less than the full annual appraisal period will be so noted.
- L. An employee's signature on a performance appraisal indicates only that the performance appraisal has been received, not an employee's agreement with the performance appraisal.
- M. Authorized time spent performing collateral duties and/or Union representational functions will not be considered as a negative factor when evaluating any critical job elements. For example, if a Union representative has spent 30% of a work period on official time, annual leave, LWOP or performing Union duties, this fact will be considered in the application of expected performance standards.
- N. When evaluating performance, it is important to communicate to employees all changes in working procedures before they can be charged with errors or held accountable.
- O. The fact that an employee assumes new tasks, receives new critical job elements, changes positions, is a trainee, and/or gets promoted to a new position does not create a presumption that his or her performance is only "Achieved Expected Results".

SECTION 6- Elements and Standards

A. Elements

1. A performance evaluation plan shall contain two (2), and generally no more than six (6) elements. The Employer has determined that all elements are critical and define what is important in the job.
2. If team elements are used, employees shall be rated for their individual contributions to the success of the team.
3. If changes are made for any reason to an individual employee's critical job elements, performance standards, or the elements or areas that comprise the

critical job elements, the affected employee(s) will be promptly notified. Changes shall be initialed and dated by the rating official and the employee, and a copy provided to the employee within two (2) workdays.

4. If the Employer changes any of the aspects (for example, any addition, removal or alteration of a performance aspect or measure) of a CJE requirement, it will serve notice on NTEU of such a change, in accordance with Article 3 of this Agreement, and bargain to the extent required by law.

B. Performance Standards

1. Performance standards define successful performance of each element. The PMAP performance plan identifies performance measures at each of the 5 ratings levels. (See example PMAP performance plan attached as Appendix 5 of this agreement).
2. ~~To the extent possible~~ Standards must be:
 - Objective. Free from personal feelings or opinions that might bias the rating of actual performance;
 - Explicit. Clearly written and free from ambiguities;
 - Observable or measurable. Specify discernable conditions, characteristics, and allow for differentiating between levels of performance; and
 - Attainable. Goals or results/outcomes must be achievable and realistic for each level of performance. Measures shall be neither too easy nor too difficult but instead state what is normally expected in order for the job element to be successfully met. All objectives must be attainable by the end of the rating period. If numeric information on performance will not be available by the end of the rating period, it must be clear how success will be measured.

C. Modifying Performance Plans

1. ~~Performance elements and standards may be changed as necessary during the rating period, subject to notice and bargaining obligations.~~ Changes to the original performance plan shall be initialed and dated by the rating official and the employee, and a copy provided to the employee within two (2) workdays.
2. If a plan is revised to include new performance elements and/or measures, changes shall become effective at the time they are given to the employee. An employee may not be rated on a new element or performance standard or any major revisions to an existing element or performance standard that has been in effect less than ninety (90) days.

SECTION 7- Progress Reviews

~~A. Progress Reviews~~

1. The rating official shall provide communication regarding the employee's achievement of goals and objectives throughout the rating period. Formal face to face conversations are one way this communication can occur. Communication may include such things as comments on written products the employee has submitted, e-mail comments regarding assignments, suggestions concerning better ways of conducting business, etc. Such feedback coupled with the regular mid-year progress review discussion will be sufficient for most employees to understand expectations and measure progress toward meeting these expectations. However, if performance is below the Achieved Expected Results level, additional steps, including written documentation and meetings, should be taken to provide feedback.
2. The process of monitoring performance is ongoing. However, when the supervisor notices performance at lower than a Achieved Expected Results level, the Employer will counsel employees in relation to their overall performance rating on an as needed basis. Such counseling will normally take place when a supervisor notices a decrease in performance and include advice or recommendations on better communicating job requirements, identifying and providing supplemental training, and providing additional coaching, monitoring, mentoring, and other developmental activities, as appropriate, to help improve employee performance until the employee shows improvement.
3. The supervisor of the employee may initiate discussions to provide feedback concerning performance. Each discussion should be candid and forthright and aimed at identifying performance strengths and weakness; barriers to success; methods for improving performance; training needed; etc.
4. The rating official shall conduct at least one (1) documented progress review discussion in person between the establishment of the performance and the end of the rating period (generally mid-year). During any progress review, the rating official and employee may discuss the:
 - a. Employee's accomplishments;
 - b. Performance standards remaining to be accomplished and any barriers that may impede their accomplishment;
 - c. Revisions to the plan which may reflect changes in work assignments or program initiatives, deficiencies in performance and required improvements; and
 - d. Training and developmental needs.
5. During the mid-year progress review discussion, the supervisor may identify aspects or

factors within each element or performance measures that the employee should focus improvements efforts on during the remaining time in the rating period. These aspects may be marked on the form for emphasis or identification purposes.

6. A written narrative is not required in connection with the progress review unless performance is less than Achieved Expected Results. However, where performance has declined, the supervisor will provide written feedback when requested. If a written narrative is prepared, a copy will be furnished to the employee. The supervisor and the employee will sign and retain a copy of the progress review documentation. If the employee declines to sign and date the form, the supervisor shall note that the employee declined to sign, citing the date the employee was given a copy.

SECTION 8- Performance Ratings

~~A. Element Ratings~~

1. ~~If a plan is revised to include new performance elements and/or measures, changes shall become effective at the time they are given to the employee, [once Article 3 notice and bargaining obligations have been fulfilled](#). An employee may not be rated on a new element or performance standard or any major revisions to an existing element or performance standard that has been in effect less than ninety (90) days.~~

A. There are five (5) levels for rating performance on each element:

- i. Level 5: Achieved Outstanding Results (AO): 5 points
- ii. Level 4: Achieved More than Expected Results (AM): 4 points
- iii. Level 3: Achieved Expected Results (AE): 3 points
- iv. Level 2: Partially Achieved Expected Results: 2 points
- v. Level 1: Achieved Unsatisfactory Results (UR): 1 point
- vi. NR (Not Rate-able): performance of the duties/responsibilities reflected by the critical job elements and standards has not been observed

B. The Employer has determined that the following method shall be used to translate the composite element rating into a final rating:

- i. Level 5: Achieved Outstanding Results (AO): 4.5 – 5 points
- ii. Level 4: Achieved More than Expected Results (AM): 3.6 – 4.49 points

- iii. Level 3: Achieved Expected Results (AE): 3.0 – 3.59
 - iv. Level 2: Partially Achieved Expected Results (PA): 2.0 -2.9
points
 - v. Level 1: Achieved Unsatisfactory Results (UR): 1 to 1.9
points
- C. Final ratings shall be derived after rating and assigning a score to each critical element. The rating official will explain the basis for score assigned to each critical element. The rating official will total the points and divide by the number of critical elements, to arrive at an average score (up to two decimal places). This score will be converted to a summary rating Employer-determined exceptions to the mathematical formula are outlined in the PMAP document.
- D. When the employee's final rating is below "Achieved Expected Results", the rating official shall prepare a written explanation describing the specific areas in which the employee failed. Upon request, when an employee's final rating has declined, the supervisor will prepare a written explanation describing the specific areas in which the employee's performance has declined.
- E. The Employer has determined that the system does not require a second level review of the rating. However, at the discretion of the OPDIV Head, the rating official may submit the employee's evaluation to a reviewing official for concurrence prior to providing the rating to the employee. Any changes to the evaluation or rating by the reviewing official will be provided in writing.
- F. However, when an employee's supervisor has determined that a rating of Achieved Unsatisfactory Results may be issued to an employee, the supervisor shall first discuss the proposed rating with the employee. The employee will be given an opportunity to respond to the rating in writing. The supervisor shall provide the appraisal, the appropriate documentation and any written response prepared by the employee for a second level review. If the second level review establishes that a rating of Achieved Unsatisfactory Results is appropriate, the final rating of Achieved Unsatisfactory Results will be prepared. A second level review is required for all Achieved Unsatisfactory Results ratings.
- G. The final rating shall be discussed with the employee. The final rating shall be in writing, or otherwise recorded, and given to the employee as soon as possible after the end of the rating (normally within thirty (30) days).
- H. [Employees will receive copies of all supervisory feedback regarding performance for the rating period. Such feedback will be included with the final PMAP evaluation for the rating period.](#)

- I. Employees who wish to comment on their final rating may record their comments on the appraisal form or as an attachment to it. Such comments will be attached to and become part of the appraisal.
- J. Employees will be provided with a reasonable amount of administrative time, not to exceed four (4) hours, to prepare written comments concerning any performance appraisal that becomes the employee's annual rating of record. Such comments will be attached to and become part of the appraisal. Failure to rebut does not indicate employee agreement with the appraisal. Similarly, failure by the supervisor to comment on the employee's rebuttal does not indicate agreement with the employee's comments. It is not necessary or appropriate for a supervisor to prepare additional remarks regarding the employee's comments in that the appraisal constitutes management's stated position.
- K. The annual performance appraisal provides invaluable information to supervisors regarding an employee's need for additional training or coaching, and provides the employee with realistic feedback on how well he or she has performed during the rating cycle, as compared to the critical job elements for his or her position. Because of the importance of the annual appraisal, any disagreement between the supervisor and the employee over its content should be resolved in an expedited manner that encourages open and constructive dialogue regarding the supervisor's performance expectations, the employee's performance, and the appraisal itself.
- L. An employee, who disagrees with his/her numerical score and wishes to file a grievance, may do so in accordance the negotiated grievance procedure in Article 45, Grievance Procedure.
- M. If an employee who receives an Achieved Unsatisfactory Results rating subsequently successfully completes a Performance Improvement Plan (PIP), the employee will be provided a written statement of the successful completion of the PIP and the level of performance reached.

SECTION 9- Employee Self-Assessment

- A. During the final thirty (30) days of an employee's annual appraisal period (or as otherwise agreed upon), the employee may prepare a written self-assessment.
- B. An employee who prepares such assessment shall be granted a reasonable amount of administrative time, not to exceed four (4) hours to do so, and shall submit that self-assessment to his or her immediate supervisor by no later than the last workday of his or her annual appraisal cycle.

SECTION 10- Position Changes, Details, Promotions, Temporary Assignments

- A. Employee Not Under a Plan for at Least 90 days. An employee is considered to be ratable if he/ she has performed under a plan for at least ninety (90) days during the rating period. If a final rating cannot be prepared at the end of the annual rating period because the employee has not been under a plan for at least ninety (90) days, the rating period shall be extended until the ninety (90) day period is reached. A final rating shall be prepared as soon as possible after ninety (90) days is reached, normally within thirty (30) days.
- B. Permanent Position Changes. If an employee permanently changes positions during the rating period, and has performed under a plan for at least ninety (90) days in the previous position, the employee's rating official must prepare a rating appraising the employee's performance to date in the previous position. **This rating will be provided to the new rating official who will include the rating, with clear annotation, in deriving the final rating for the annual rating period. The employee shall be provided a copy of the rating as well as the opportunity to respond and rebut, as set forth in Section 8 of this Article.**
- C. Details/Temporary Promotions. When an employee is temporarily detailed or receives a temporary promotion to a position with the Employer for ninety (90) days or more, the gaining supervisor shall prepare a performance plan describing the critical elements of the temporary job and prepare a rating of the employee's performance during the temporary work assignment. **This rating will be provided to the supervisor of record upon the employee's return to the original position and will be included, with clear annotation, by the rating official when determining the employee's final rating for the annual rating period. Employees shall receive a copy of all supervisory feedback on performance during the rating period with the final PMAP evaluation. The employee shall be provided a copy of the rating as well as the opportunity to respond and rebut, as set forth in Section 8 of this Article.**
- D. Temporary Assignments Outside the Agency. The rating official will make a reasonable attempt to obtain a performance assessment for any temporary work assignment by an employee performed outside the Agency. At a minimum, the rating official will contact the temporary duty supervisor and request a memorandum describing the assignments performed by the employee and an assessment of how well the employee performed the assignments. **If definitive information is obtained, the rating official will include it, with clear annotation, when determining the final rating for the annual rating period. Employees shall receive a copy of all supervisory feedback on performance during the rating period with the final PMAP evaluation. The employee shall be provided a copy of the rating as well as the opportunity to respond and rebut, as set forth in Section 8 of this Article.**
- E. Supervisory Changes. Whenever a supervisor leaves his/her position, he/she shall provide a written assessment about his/her employee's performance, up to the time of the change, so that the gaining supervisor will have information to consider when preparing a final rating at the end of the annual rating period, and so that the employee will be properly credited for work accomplished during the entire rating period.

- F. Where an employee receives performance ratings from two or more supervisors, those ratings will be weighted proportionate to the amount of time the employee worked under each supervisor, when deriving the annual performance rating.

SECTION 11- Change in Organization or Federal Agency

When an employee moves to a different organization within the Employer or to a Federal agency outside the Employer at any time during the Employer's rating period, the most recent performance ratings of record must be transferred as required in 5 CFR Part 293, including the rating that must be prepared at the time of the position change if the performance plan was in effect for at least ninety Days.

SECTION 12- Employee Performance File

After a rating of record is issued, any form which identifies job elements, the performance standards for those elements, along with any changes, including appraisal information on those elements, shall be retained for four (4) years in the Employee Performance File (EPF) system established for employees covered by this program.

SECTION 13- Conflicts of Interest

Where a conflict of interest exists between a supervisor and employee, the second-line supervisor (or other appropriate supervisor) will perform the evaluation and acknowledge any conflicts of interests in the written evaluation.

SECTION 14- Performance Data

The Employer agrees to furnish NTEU National an electronic data file, ~~to the extent that it is available~~, containing bargaining unit employees represented by NTEU subject to the new PMAP: an employee's summary rating score (~~when available~~), location, grade and step, series and position title, any RNOGAD data, and any awards/QSIs. The information will be provided no later than August 31 each year.

SECTION 15- Joint Training

The Union and the Agency will jointly develop a training program through a joint labor management team to train employees on Articles 30 and 27. The team shall have an equal number of labor/ management individuals. The parties will appoint their team members within ninety (90) days of the effective date of this Agreement. Thereafter, the teams will meet bi-monthly until all aspects of the training program have been developed and an implementation date set. The training program should be implemented within one (1) year of

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the effective date of this agreement.