

ARTICLE 27

AWARDS

SECTION 1 – GENERAL PROVISIONS

- A. All awards programs of the Employer shall be administered in a fair and equitable manner, and in accordance with applicable law, regulation, policy, and this Agreement. Awards will be based on merit.
- B. The Union will be given timely advance notification, an invitation to attend and an opportunity to participate at any OPDIV\STAFFDIV-wide, Region-wide and other organizational level award ceremonies.
- C. The parties acknowledge that monetary awards are contingent upon the availability of funds.
- D. Awards and recognition should be given as close in time as possible to the achievement being recognized.
- E. All employees who meet eligibility requirements may receive awards, including QSIs.
- F. The Employer shall establish awards pools at the appropriate levels of the organizations (e.g., OPDIV, STAFFDIV, Regional Office, etc.); for FDA Headquarters, pools will be established at the centers level. Once these awards pools are established, the Employer will notify the Union. By December 31 of each year, the Agency will notify NTEU of where the awards pools will be for the appropriate rating cycles.
- G. The awards unit pools will be based upon a percentage of bargaining unit salaries as of the beginning of the fiscal year. The percentage of salary for the bargaining unit awards pool will be the same percentage as used for the non-bargaining unit awards pool. The Employer will notify the Union as soon as funding levels for awards pools (both performance and incentive awards) have been determined, and will provide sufficient data to demonstrate the proper calculation and allocation of these awards pools.

SECTION 2 - PERFORMANCE AWARDS PROGRAM

- A. Performance awards will be based upon the employee's overall final rating of record.
 - 1. Employees whose summary rating is Achieved Outstanding Results will receive a performance award payment up to 5% of salary, including locality payment or special rate supplement (as of the last day of the rating period). The specific percentage of salary will be determined on an award pool basis.

2. Employees whose performance is Achieved More than Expected Results may be eligible for a performance award, at the discretion of the Employer, up to 4% including locality payment or special rate supplement (as of the last day of the rating period). The specific percentage of salary will be determined on a pool-by-pool basis.
 3. Employees whose performance is Achieved Expected Results may be eligible for a performance award, at the discretion of the Employer, of up to 3.0%, including locality payment or special rate supplement (as of the last day of the rating period) The specific percentage of salary will be determined on a pool-by-pool basis.
- B. Employees may request to convert the cash award amount into time-off equivalent, not to exceed an aggregate calendar year total of 40 hours time off. Any remaining balance will be paid out in cash.
- C. Employees will not receive both a QSI and a cash award for the same performance.
- D. Employees who receive an Achieved Outstanding Results rating may be eligible for a QSI.

SECTION 3 - INCENTIVE AWARDS PROGRAMS

- A. The Incentive Awards program covers superior accomplishment awards for special acts or services, length of service recognitions, and a variety of non-cash honor awards for accomplishments that occur at any point during the fiscal year.
- B. Incentive awards (including Special Act, TOA, etc.) are appropriate to recognize contributions to the quality, efficiency or economy of government operations
Examples include, but are not limited to:
- non-recurring contribution either within or outside of job responsibilities;
 - scientific achievement;
 - act of heroism;
 - high quality contribution involving a difficult or important project or assignment;
 - special initiative and skill in completing an assignment or project before the deadline;
 - initiative and creativity in making improvements in a product, activity, program, service; or current practice;
 - ensuring the mission of the unit is accomplished during a difficult period by successfully completing additional work or a project assignment while maintaining the employee's own workload;

- contribution to the well-being of the community (non-monetary);
 - performance that contributes to protecting and promoting the health of the American people;
 - influencing/guiding others toward achieving organizational goals;
 - advancement of team goals toward HHS mission; supporting team and individual team members; supporting organizational units; and
 - recognition of an employee or group's disclosure of fraud, waste or abuse resulting in tangible or intangible benefits to the government.
- C. Incentive Award committees will notify all employees, through Employee Bulletins or other appropriate forms, of incentive awards committee meetings at least fourteen (14) days in advance of the meeting. Such notification will contain a brief explanation of the incentive awards criteria and a description of the procedures for submitting nominations for incentive awards.
- D. The Employer agrees it will establish no quotas or predetermined distribution rates for the size and number of incentive awards.
- E. The following criteria apply to special act or service awards:
1. The individual or group contribution must have been a one-time occurrence. It may be a single action or series of actions, performed either within or outside normal responsibilities. The determining factor in distinguishing what constitutes a special act or service is the one-time nature of the contribution itself. An aspect of the job can be recurring, but a special act or service award may be appropriate for a one-time special effort in performing that aspect of the job that would not otherwise be appropriately recognized through a performance award.
 2. Normally, the period of performance for a special act or service award will not exceed 120 days.
- F. Peers and supervisors may nominate employees or groups for incentive awards; Employees may nominate themselves for incentive awards. Nominators must submit their nominations to the local committee with jurisdiction over the nominee's organization.
- G. Nominators may inform nominees that they have been nominated for an award. Nominators and/ or individuals participating in the approval decision may not release or publicize any information about unapproved nominations to anyone other than the nominee.
- H. Employees will be notified of the approval of any award, and may be issued a certificate.

SECTION 4 - TIME OFF AWARDS

A. Determinations to grant a time off award in excess of one (1) workday, shall be reviewed and approved by an official who is at a higher level than the official who made the initial decision. If the time off award was at the recommendation of a joint awards committee, a determination to grant a time off award in excess of one (1) workday shall be reviewed and approved by the appropriate official, consistent with § B below. Approval will be based on reasonable and relevant criteria applied uniformly to all similarly situation employees.

B. In accordance with applicable regulations:

1. A time off award may not be converted to a cash payment.
 - a. Full-time employees may not be granted more than 80 hours of time off during a single leave year.
 - b. The maximum amount of time off during a single leave year for part-time employees or employees with an uncommon tour of duty is the average number of hours of work in the employee's biweekly scheduled tour of duty.
2.
 - a. For full-time employees, time off awards are limited to a maximum of 40 hours for a single contribution.
 - b. The maximum time off award for a single contribution for part-time employees or employees with an uncommon tour of duty is one-half the maximum amount of time that could be granted under Section 4B1(b) above.

SECTION 5

A. Labor Management Award Committees

1. The Employer shall continue local labor-management incentive awards committees (or establish additional ones as necessary); however, at FDA Headquarters committees will be established at the centers level. There will be an equal number of bargaining unit members and management representatives on each team. The local chapters will appoint the BU members of these Committees. The Committees shall continue to operate under existing procedures. Any committee may modify their procedures at any time.
2. The award pool will be divided between performance awards and incentive/suggestion awards. In no event will there be less than 15% of the funds from the established awards pool reserved for incentive/suggestion awards. The Committees may recommend a higher percentage to be reserved.

3. These Incentive Award Committees shall meet quarterly to make recommendations, unless the parties agree that a quarterly meeting is not necessary. Those bargaining unit employees on the committees will be released from duty, absent a workload disruption. Dates of Committee meetings will be scheduled in advance and notice will be provided to the appropriate Chapter President. If the Chapter President cannot appoint BU members in a timely manner, the award nominations will be referred to the deciding official without a committee recommendation. Meetings may be rescheduled if determined necessary by the deciding official.

B. Incentive Awards

1. Awards handled by the committees will be time off awards, suggestion awards, special act awards and informal recognition items.
2. With respect to incentive awards, the Committees will:
 - a. Make recommendations of the use or non-use of informal recognition items, type used, if appropriate, for this purpose;
 - b. Develop a process for submitting nominations for awards and recognition;
 - c. Develop a process for recommending which nominees receive awards and recognition (guidelines, criteria, forms, information, etc.);
 - d. Review nominations and recommend approval/disapproval of awards (with or without modification);
 - e. Recommend time off awards in lieu of cash if budget shortfall restricts use of monetary awards or any other legitimate, performance based reason;
3. The parties will develop a process that ensures that awards are granted as close in time as possible to the achievements being recognized and that all grantees receive a fair share of the awards funds.
4. The Committees will reach recommendations by consensus. If no consensus is reached regarding an award nomination, the final decision will be made by the individual with the award approving authority.
5. The official with award approval authority will consider the Committee's recommendations and accept, modify or reject them. If the recommendations are rejected or modified, the approving official will provide the Committee with her/his written rationale in order to guide its future deliberations. The mere fact that the Deciding Official does not accept the committee's recommendation is not grievable unless it violates law, rule, regulation, or a matter covered in the CBA.

6. Employees may not receive more than one reward or recognition item for the same special act or service.
7. No Committee member may participate in the review and discussion of any nomination for which s/he is the nominator or nominee, or for which s/he has a familial or blood relationship or any other relationship that gives rise to a conflict of interest.
8. Strict confidentiality concerning nominations and deliberations must be maintained by all Committee members and any other individuals who are privy to information on the nomination forms. This provision notwithstanding, nominators may, consistent with above, inform nominees that they have been nominated for an award.
9. Existing Committees with the current practice of signing off on incentive awards shall continue to have the authority to do so under this agreement.

C. Performance Awards

1. Labor-management performance awards committees shall be established at appropriate levels of the organizations (OPDIV, STAFFDIV, Office, etc.). Existing incentive awards committees may assume this function if the incentive awards committee determines it is in the best interests of the parties. Generally these committees are established at the awards pool level but may be established at a higher level (OPDIV/STAFFDIV). Nothing shall preclude the establishment of a higher level committee having overarching responsibility to oversee subordinate committees within an OPDIV/STAFFDIV. Each OPDIV/ STAFFDIV shall have at least one performance awards committee.

The Agency shall inform the NTEU National President of the appropriate level for the performance award committees for each OPDIV/STAFFDIV and their management representatives on each committee before December 31 of each year.

The NTEU National President shall inform the Agency of who the Union representatives will be for each committee by January 15 of each year.

Each committee shall meet prior to January 31 of each year to discuss procedures which will be used to make their recommendation to the Deciding Official.

2. These committees shall:
 - a. be comprised of equal numbers of bargaining unit members and management representatives. Committees at the awards pool level shall not exceed three (3)

members from each, the Union and Management. Higher level committees shall not exceed five (5) members from each, the Union and Management.

- b. receive the aggregate performance scores and the awards budget for each awards pool no later than February 15 of each year.
 - c. meet at reasonable times to ensure recommendation are made in a timely manner.
 - d. make recommendations to the Deciding Official no later than March 15 of each year.
3. With respect to performance awards, the Committees shall:
- a. base their recommendation on the aggregate final ratings for those employees within the Committee's jurisdiction and funds availability.
 - b. recommend the percent payouts for each rating level on an annual basis for which an employee may be eligible an award, i.e., Achieved Outstanding Results, Achieved More than Expected Results and Achieved Expected Results.
 - c. limit their recommendation to a rating level or a numerical score For example, de pending upon the specific circumstances, a committee may recommend that all employees receiving an overall rating of record of Achieved Outstanding Results be awarded 5% of salary and Achieved More than Expected Results be awarded up to 4% and Achieved Expected Results be awarded up to 3.0%; OR may recommend that employees receive a gradation of amounts based on their actual composite rating, e g employees with 5.0 receive 5% of salary, 4.9 receive 4.9% of salary and so forth.
4. The Deciding Official shall:
- a. consider the committee's recommendation and make his/her decision on award payout by March 31 of each year. If the recommendations are rejected or modified, the deciding official will provide the Committee with her/his written rationale in order to guide its future deliberations.
 - b. make his/her decision on awards payout by March 31 regardless of whether a timely recommendation was made by the committee Failure of a committee to meet and/or make a timely recommendation shall not affect the Deciding Official's responsibility to make a decision by this date

Performance awards will be paid out as soon as practicable

5. The Committee's recommendation must award all Achieved Outstanding Results employees prior to awarding Achieved More than Expected Results and

Achieved Expected Results employees.

SECTION 6

Centers for Disease Control and Prevention (CDC) and Indian Health Services/Engineering Services.

As an exception to the above process, for those CDC bargaining unit employees located at the National Center for Health Statistics, Hyattsville, Maryland, and for those IHS employees of the Engineering Service unit represented by NTEU, will continue to follow all existing policies and the recommendations set forth by those OPDIVs to include Performance Awards Committee. The NCHS Committees shall continue to operate under existing procedures and policies .

SECTION 7

- A. The Employer agrees to furnish to NTEU National an electronic data file, to the extent that it is available, containing each bargaining unit employee represented by NTEU: an employee's summary rating score, location grade/series, any Race, Nationality, Origin, Gender, Age and Disability (RNOGAD) data, and any awards/QSIs The Employer agrees to provide this data no later than August 31 of each calendar year.
- B. The Employer agrees to provide to the local Chapter with a semi-annual listing of all employees who have received incentive awards, the kind of awards they received, and the amount of the award.
- C. The Employer agrees to provide the Union with other relevant and necessary data and information concerning awards, as requested.