

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**National Archives and Records Administration**  
**and**  
**American Federation of Government Employees Council 260**

The parties have collaborated in revising Article 16 Performance Management System of the National Agreement of 2012. The parties agree that the revised Article 16 is effective immediately, except that performance standards describing the outstanding level of performance will not be required to be included in performance plans until October 1, 2019. This MOU supersedes the previous version dated July 6, 2018.

Article 16 Performance Management System

Section 1. General

The Performance Management System will be administered in accordance with the terms of this Agreement, Merit Systems Principles, NARA policy, as well as all Federal statutes and regulations. The Agency will administer the Performance Management System in a way so that it does not engage in Prohibited Personnel Practices.

Section 2. Definitions

For the purpose of this Article, the following definitions apply:

- A. Performance appraisal is the process of comparing actual job performance against performance standards, rating each critical element, and assigning a summary rating.
- B. Performance standards are statements of the expectations or requirements established by management for a critical element at a particular rating level. These should include distinctions to differentiate among outstanding, highly successful, fully successful, and minimally successful.
- C. A Critical Element is a component of a position consisting of one or more duties and responsibilities that contribute toward accomplishing organizational goals and objectives and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.
- D. The rating of record is the official written summary of an employee's performance given at the end of the rating period and is determined by evaluating the employee's performance against the employee's written performance standards.

Section 3. Establishing Performance Standards

- A. Uniform Performance Appraisal Rating Periods.

The annual appraisal period for all NARA employees is October 1 through September 30 of each fiscal year.

B. Rating Levels.

The level of ratings for each individual element and the summary rating are: outstanding, highly successful, fully successful, minimally successful, and unacceptable.

C. Evaluation Form.

The rating for each element will be explained in writing. Each employee will be given a copy of her or his performance appraisal within 60 days after the end of the appraisal period.

D. General Performance Level Definitions.

1. Outstanding. Rare, high quality performance that results in extraordinary and exceptional accomplishments with significant contributions to objectives of the organization. Performance that consistently far exceeds standards established at the highly successful level.
2. Highly successful. Unusually good performance that consistently generates results above those expected of the position. Performance meets or exceeds all standards established at this level and makes a significant contribution towards achieving organizational objectives.
3. Fully successful. Good performance and work quality and quantity indicative of a fully competent employee. Performance meets all standards established at this level and contributes towards achieving organizational objectives.
4. Minimally successful. Performance below the level expected of most employees; the minimum level for retention on the job. Performance meets standards established at this level.
5. Unacceptable. Performance that is inadequate for retention in the job. Performance fails to meet minimally successful performance standards on one or more critical elements.

- E. Each employee will be issued a performance plan with critical elements and performance standards specifically defined for her or his position. Performance standards will be clear, attainable, fair, and, to the extent possible, measurable.

#### Section 4. Procedures for Issuing Performance Plans

- A. The employee will receive, within 30 calendar days of the start of the new rating period, in writing, the critical elements and performance standards for her or his position. Performance standards will be issued on an annual basis, or when the employee changes positions, or when a critical element or performance standard is changed.
- B. At the time the supervisor furnishes a copy of the written critical elements and performance standards to the employee, the supervisor, the employee and the



- employee's Union representative (if the employee elects to have one present) will discuss the critical elements and performance standards.
- C. If the critical elements or performance standards are unclear to the employee or the employee has input regarding the elements and standards the supervisor will seek to clarify the elements and standards. The Supervisor will consider the employee's input before completing the plan. Management has the right to set performance standards.
  - D. After the discussion has been completed, and all input considered, the supervisor and employee will complete and sign the employee's performance plan. A copy will be furnished to the employee and the Union representative, if any. The final performance plan will be issued within 15 calendar days of the employee's receipt of the initial performance plan described in subpart A. above.

#### Section 5. Performance Feedback

- A. Managers and supervisors will provide constructive feedback regarding performance on a regular basis during the rating period. If at any time during the rating period, a supervisor finds that an employee's performance is below fully successful, the supervisor will provide assistance to improve performance. Subject to the availability of funds, training will be made available when it would assist in improving employee performance.
- B. At a minimum the supervisor will provide written and verbal performance feedback at both the middle and end of the appraisal period. Performance reviews will be documented in accordance with NARA policy.
- C. During the performance reviews, an employee will be provided specific written feedback regarding their performance compared to the standards in the performance plan. At the mid-year performance review and upon request the supervisor will explain to the employee how her or his performance would be rated as of that date. At the annual performance review the supervisor will provide the employee with a rating for each applicable critical element and a summary rating for the appraisal period.
- D. During performance reviews supervisors will provide individualized feedback based upon the employee's input and the supervisor's own observations. Employees are encouraged to provide their supervisor with a summary of their accomplishments prior to the mid-year and annual performance review.
- E. The supervisor will make appropriate allowances for work-related factors that were beyond the control of the employee which may have made it more difficult, or impossible, to meet the written performance standards.
- F. During mid-year and annual performance reviews, the supervisor will answer any questions the employee may have concerning what is necessary to improve performance. The employee may submit written comments regarding the review that will be retained by the supervisor. Employee comments are not approved for retention in Official Personnel Files (eOPF).

- G. An employee's signature on the performance appraisal acknowledges receipt and does not document agreement. The employee will not be required to sign the performance appraisal.
- H. Performance reviews should be an open, honest, and two-way conversation between an employee and the supervisor. Normally the Union and Labor Relations are not entitled to be present at performance review discussions.
- I. Employees may grieve their annual performance appraisals, including the factual basis for information included in the narrative.
- J. At the employee's request the supervisor will provide copies of materials not otherwise available to the employee that the supervisor used, if any, to assess the employee's performance. Any request for such materials will not extend the period for filing a grievance on a performance appraisal.

#### Section 6. Unacceptable Performance

- A. Performance which is below the minimally successful level (or is at any future defined level of unacceptable performance) on one or more critical elements is unacceptable.
- B. When performance is unacceptable the supervisor must notify the employee in writing and allow employee a reasonable opportunity period to demonstrate acceptable performance before taking any performance based action.
- C. This notice to the employee will:
  - 1. Identify the critical element(s) for which performance is unacceptable;
  - 2. Inform the employee of the performance standards that must be reached in order to be retained in the position;
  - 3. Give the employee a reasonable opportunity to demonstrate acceptable performance; and
  - 4. Indicate the assistance that will be provided.
- D. During the opportunity period, the supervisor will provide active and appropriate assistance to help the employee improve her or his performance. This assistance may consist of closer supervision, counseling, guidance, formal training, or other assistance as determined by the supervisor.
- E. If at the conclusion of the opportunity period the employee's performance is still unacceptable, and Management determines to propose to reduce the employee in grade, or remove the employee from service, the employee is entitled to:
  - 1. Thirty calendar days' advance written notice of the proposed action specifying instances of unacceptable performance on which the proposed action is based, the critical element(s) involved in each instance of unacceptable performance, and, if a performance appraisal has been prepared, a copy of the performance appraisal.



2. Notification that the employee has the right to reply to the proposal verbally and/or in writing and to be represented by the Union (or by another representative, including an attorney);
  3. A reasonable period of time for the employee to answer verbally and/or in writing. Normally the time allowed should not be less than 15 calendar days following the date the employee receives the notice; and
  4. A written decision that specifies the instances of unacceptable performance on which the action is based.
- F. Management must issue its written final decision no later than 30 calendar days after the expiration of the notice period. The deciding official may extend the notice period by no more than 30 additional calendar days.

#### Section 7. Within-Grade Increases (WGI)

- A. If a WGI is denied for an employee, the employee will be informed in writing of:
1. The reason(s) for the negative determination;
  2. The respects in which performance must be improved in order to achieve an acceptable level of competence; and
  3. The right to request reconsideration of the negative determination.
- B. The explanation of the right to request reconsideration will include notification that:
1. The request must be made in writing within 15 calendar days of receipt of the negative determination;
  2. The employee, if otherwise in a duty status, will be granted a reasonable amount of official time to review the material that is the basis of the negative determination and to prepare a response;
  3. The employee will have the right to be represented by the Union (or other representative); and
  4. The name and address of the Management official to whom the request for reconsideration should be delivered. This person will be an official at a higher level than the reviewing official.
- C. The Management official, who receives a request for reconsideration, will issue a decision on the request for reconsideration within the following time limits:
1. After receipt of the request for reconsideration, the decision will be issued within 15 calendar days; however, if Management needs additional time, the employee and/or representative must be notified of the reason(s) for delay and the estimated date of the decision.
  2. If the decision is to grant the WGI, the decision will be made retroactive to the first day of the first pay period following completion

of the waiting period and in compliance with the conditions of eligibility.

3. If the decision is to deny the WGI, the notice of decision will inform the employee of the right to grieve under the negotiated grievance procedure.
4. When a WGI has been withheld, the rating official may, at any time at least 90 calendar days after the denial, determine that the employee has demonstrated sustained performance at an acceptable level of competence, prepare a new rating of record, and grant the WGI. However, the rating official is only required to determine whether an employee's performance is at an acceptable level of competence after each 52 weeks following the original eligibility date for the WGI.

#### Section 8. Performance Awards

- A. An annual rating of record of "outstanding" or "highly successful" may be the basis for a cash award. Awards are subject to Management approval. If granted, an award may be made in accordance with the memorandum of understanding between the Parties (October 2011). Upon issuance of new federal guidance regarding awards, the parties will engage in bargaining over a new memorandum of understanding.
- B. Awards should be made as promptly as practicable.

#### Section 9. Keeping Records of Performance

The employee and the employee's Union representative have the right to a copy of any records of performance.

#### Section 10. Quantifiable Standards

- A. Engineered standards are standards derived from methods such as time and motion studies, benchmark studies, or any other similar method.
- B. Historical standards are standards derived from past performance data.
- C. Management will notify the Union prior to conducting a study regarding engineered standards, normally at least one week in advance. Employees will be informed of the purpose and intent of the study. Upon request, the Union and employees will be provided those portions of the completed study relating to the establishment of the performance standards.
- D. Where the physical layout, equipment, or other constraints impact performance of tasks Management will establish local standards.
- E. When calculating historical standards, Management will exclude the performance data of employees who have received counseling or disciplinary actions for unsafe acts during the period being studied.
- F. When Management includes quantifiable standards in an employee's performance plan, the plan will explicitly consider the quality of the work

performed and will include a minimum of one critical element not based on quantifiable standards.

- G. When the Agency changes the Federal Records Centers Program (FRCP) productivity standards or the methodology used to calculate the standard the Agency will notify the Union. The Union will have 20 calendar days to submit recommendations concerning the changes, but may request an extension. Management will give due consideration to the Union's recommendations prior to implementing the change. Management makes the final decision on productivity standards and methodology.

#### Section 11. Individual Development Plans

- A. An individual development plan (IDP) is a tool to assist employees in career and personal development. Its primary purpose is to help employees reach short and long-term career goals, as well as improve current job performance.
- B. Bargaining unit employees may develop an IDP, but no bargaining unit employee will be required to do so. The Manager/supervisor will meet with the employee and make a good faith effort to provide constructive feedback towards a working IDP.
- C. Any training, travel, or other expenses identified in the IDP are subject to the availability of funds.

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NARA

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