

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
FORT BLISS DENTAL HEALTH ACTIVITY (DENTAC)
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE) LOCAL 2516
FOR DEPARTMENT OF DEFENSE PERFORMANCE MANAGEMENT AND
APPRAISAL PROGRAM (DPMAP)

1. References.

a. DoD Instruction 1400.25, Volume 431, "Performance Management and Appraisal Program", February 4, 2016

b. Collective Bargaining Agreement, 15 August 1996

2. Subject: Department of Defense Performance Management and Appraisal Program (DPMAP)


a. **Introduction.** This Memorandum of Understanding (MOU) is between Fort Bliss Dental Health Activity (DENTAC) and AFGE Local 2516 (otherwise known as the Union). The purpose of this MOU is to recognize the Parties' agreement on provisions implementing the Department of Defense Performance Management and Appraisal Program (DPMAP) required by Section 1113 of the National Defense Authorization Act for FY10 (Public Law 111-84, 5 U.S.C. 9902), as implemented by Department of Defense Instruction (DoDI) No. 1400.25, Volume 431 (February 4, 2016). The Parties hereby agree that the provisions of this MOU will be fully incorporated in the Parties' Collective Bargaining Agreement (CBA) section covering Performance Rating System identified currently as Article X, Performance Appraisal of the Parties CBA.

b. **Performance Review Committee.**

(1) The parties shall establish a Performance Review Committee whose purpose shall be to review, monitor, and recommend adjustments to the performance management system. For the purposes of this agreement, Performance Management System include employee appraisals and evaluations, performance awards, performance improvement, and employee development program and policies.

(2) Union representatives serving on this committee will be allowed pre-decisional involvement in all workplace matters contained in this performance management agreement.

(3) The Performance Review Committee will develop the necessary measurements and metrics that will be used in its review of the performance

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management system and its relationship to the organization's performance.

(4) The Performance review Committee will not be an adjudicating or deciding step in the resolution of any performance based grievance. They may however, use summary information of performance based grievances and personnel actions as part of their measurements and metrics used to analyze and make recommendations with respect to the performance management system for the purpose of correcting problems and deficiencies.

c. Implementation.

(1) If supervisors or employees do not have access to the electronic MyPerformance appraisal tool, they must use the paper copy of DD Form 2906 to document the performance plan, progress review(s) and rating of record. The DD Form 2906 should be initialed and signed.

(2) Unless the manual system (DD Form 2906) is being used, all employees will have access to computers during duty time for the reasonable purpose of utilizing the electronic Performance Management System. All employees will be given access to use a computer on duty time to make all necessary changes and inputs to their portion of the online Performance Management System with any necessary assistance provided by management.

d. Training.

(1) Implementation. The Agency will provide initial training developed in conjunction with union collaboration for all employees. The Union is entitled to have a representative attend each training session. During the initial evaluation period, the Agency will make a computer available to all employees the equivalent of four days per month (32 hours). If a computer is not available in the work area, the employee will be allowed to go to an available computer lab. The purpose of this time is for DPMAP self-orientation. The Agency will provide a link to the DPMAP tool on the SharePoint page. Employees who wish to be retrained will coordinate retraining with their supervisor.

(2) Sustainment. The Agency will offer DPMAP training at a minimum once a quarter with sufficient frequency to provide access to employees on all shifts. The Union is entitled to have a representative attend each training session. The Agency will provide scheduled blocks of time to accommodate employees without computer access. Availability will be coordinated for the months of February-March and September to coincide with performance plans initiation/close-out and mid-point periods. This access will coincide with development of the initial performance plan, mid-point review, and closing out of the performance appraisal. The Union will be kept informed of any updates or modifications to the initial training material developed during Impact and Implementation negotiations.

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e. Basic Requirements.

(1) Appraisal Cycle. The standard appraisal cycle will be 1 April to 31 March.

(2) Minimum Period of Performance. An employee must have the opportunity to perform element(s) for the minimum 90-calendar-day period.

(3) Self-Assessment Tool. The Self-Assessment is not mandatory; employees may be given assistance in creating and writing this document in the course of their normal duties with no repercussions or disadvantage.

(4) Retention Schedule for Employee Files. Employees will be provided an email reminder on an annual basis prior to the removal of any record or previous evaluation being dropped from the MyPerformance system in sufficient time for them to obtain a copy of any deleted document or information and verify the documents have been properly uploaded into their electronic official personnel file (E-OPF).

(5) Transfer of Employee Performance Files. Management will transfer with the employee the most recent rating of record to another Department of Defense (DoD) Component when the employee is assigned to another organization within the Component in accordance with Department of Defense Instruction (DoDI) 1400.25-V431.

(6) Confidentiality. Any yearly evidence based history of workplace results may be maintained by supervisors. Derogatory performance or conduct records will be maintained in a manner to preserve the confidentiality of the employee's data. Any files subject to review by Joint Commission or other parties shall not contain derogatory performance or conduct records.

f. Planning Performance.

(1) Performance Plans. Each employee must have a written performance plan established and approved normally within 30 calendar days of the beginning of the appraisal cycle or the employee's assignment to a new position or set of duties.

(2) Critical Elements. Critical elements are those work assignments or responsibilities of such importance that unacceptable performance on one or any parts of the element would result in a determination that the employee's overall performance is unacceptable. Critical elements will be linked to the DoD core values or organizational goals. Supervisors may discuss the DoD and Army core values during performance discussions. Unless included in a performance element, employees will not be rated on these values.

(a) Accuracy. All critical elements to be used for performance appraisals should be directly related to the employee's assigned Position Description, that the supervisor

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or other appropriate management official has reviewed, determined to be complete and accurate for the duties assigned to the employee, and communicated to the employee at the beginning of the rating period or whenever elements or expectations change during the rating period. The use of additional duties shall never constitute a majority of the total number of critical elements.

(b) Consistency. It is the responsibility of the rating official to monitor employee performance throughout the rating period. In the interest of maximizing employee performance, ongoing feedback is vital to a positive and progressive performance management between the rating official and the employee. If at any time during the rating period the rating official determines that an employee is performing at an unsuccessful level in one or more critical elements, early intervention is imperative and the supervisor should call for a meeting with the employee to discuss the employee's performance. If an employee is counseled for performance and the conversation changes to conduct/behavior and the employee invokes Weingarten Rights, the meeting will be stopped and the employee will be afforded Union representation.

(c) Consultation. The Employer will notify the Union and, if requested, consult with the Union before making changes to policies, practices, and understandings currently in effect covered by written directives which are appropriate for consultation per the CBA.

(d) Mid-Term Bargaining: The process is triggered when the Union or management submits a written notification of policy change or initiative. Either party will have ten (10) calendar days following receipt of written notice within which to submit a written request to negotiate. The Union will be deemed to have assented to such initiative or change if it has failed to submit such request within the ten days. The parties will develop appropriate ground rules necessary for the negotiations and are encouraged to use an interest-based bargaining approach in such discussions.

g. Performance Standards.

(1) It is a recommended best practice that management use 3 to 10 performance standards to support each critical element.

(2) Performance standards may include, but are not limited to criteria such as quantity, quality and timeliness. A performance standard will permit accurate evaluation of performance on the basis of objective criteria related to the job in question for employees.

(3) Supervisors will write performance standards that indicate the performance level which will meet the standard level for an element/standard so employees are aware of how to achieve the "Fully Successful". It is a best practice to identify performance that meets "Outstanding" levels.

(4) Performance standards describe how the requirements and expectations

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provided in the performance elements are to be evaluated. Performance standards must be provided for each performance plan and must be written at the "Fully Successful" level. The standards should include specific, measurable, achievable, relevant, and timely (SMART) criteria, which provide the framework for developing effective results and expectations. SMART standards objectively express how well an employee must perform his or her job to achieve performance at the "Fully Successful" level by providing standards that are SMART.

(5) Percentage Rate (Successful or Error): When quality or other wording is expressed in a performance standard as a number/percentage rate a supervisor will use valid statistical measurements to determine that rate.

(6) Numerical Error Rate: When quality is expressed in a standard in terms of a number of allowable errors, the employee may request information on the sample size and the sample size shall be the same for each employee performing like duties and working under the same position description. If a larger or smaller sample size is reviewed for an employee the rate will be set consistent with the rate of other employees performing the same task adjusted if there is a difference in volume.

h. Modifications/Notifications.

(1) Modifications: Plans may be modified as organization goals and priorities or employee responsibilities change. All approved modifications to performance elements or standards must be discussed with and communicated to the employee, and the employee should acknowledge the revisions in the MyPerformance appraisal tool or on the DD Form 2906. If considering a change to an element or standard within 90 calendar days of the end of the appraisal cycle when work requirements change or new duties are assigned, the supervisor may:


(a) Revise the element or standard at the beginning of the next appraisal cycle

(b) Update the plan. If the employee does not have an opportunity to perform the new element(s) for the minimum 90-calendar-day period, do not rate the revised element(s); or

(c) Extend the appraisal cycle by the amount of time necessary to allow 90 calendar days of observed performance under the revised element or standard. Extending the appraisal cycle will affect the start date of the employee's subsequent appraisal cycle; however, the subsequent appraisal cycle should still end March 31 of the following calendar year.

(2) Notification: Employees will be provided with elements and standards at the beginning of every rating period or normally within the first 30 calendar days. Employees will also receive notifications for the following situations:

(a) Whenever a new or modified performance plan is issued.

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(b) A change of supervisor of record.

(c) Details and reassignments in accordance with the CBA

i. Monitoring Performance.

(1) Performance Plan. The rating official will meet in person with the employee to present the performance plan unless extenuating circumstance prevent a face-to-face discussion. After attempting to meet face-to-face with the employee if unsuccessful, then alternative counseling options such as e-mail or teleconference could be explored. Examples of extenuating circumstances include, but are not limited to, an employee on extended leave or significant geographic separation. Extenuating circumstances may cause alternative counseling options to be the first counseling option. The goal of this discussion is for the rating official to explain, clarify and communicate the employee's job responsibilities and to ensure that there is a clear and common understanding of the duties and responsibilities contained in the employee's position description and performance plan. In the discussion will be the levels of performance necessary to obtain fully successful in each summary rating and is recommended, as a good practice, to discuss how to exceed a given performance standard or critical element, their relationship to the Agency's mission and will occur throughout the annual assessment period.

(2) Employee Feedback. The employee will be given five (5) work days to review the proposed plan and submit any recommended changes, deletions or additions, as well as justification for the recommendations.

(3) Informal and Formal Discussions. Rating official or employees may initiate performance discussions at any time during the appraisal cycle to foster ongoing engagement and understanding. During team discussions no individual will be identified or singled out for derogatory information in relation to performance. Discussions will be face to face, candid, forthright dialogues between the rating official and employee(s) aimed at improving the work process or product and assisting employees with professional development. If, in rare circumstances, it is impossible for the rating official to meet the employee within a timely manner, the employee's file will be documented to show the request for a discussion and the failure to have one.

(4) Initiation. Informal discussions may be initiated by the supervisor, rating official (if not the immediate supervisor) or employee. The rating official will meet with an employee within five (5) work days if requested by the employee or to present the employee's performance plan. If an employee is counseled for performance and the conversation changes to conduct/behavior and the employee invokes Weingarten Rights, the meeting will be stopped and the employee will be afforded Union representation.

(5) Additional Guidance. The supervisor or rating official should provide

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additional guidance aimed at developing the employee(s), removing obstacles and improving the work product or outcome. Additionally, discussions will provide the employee the opportunity to seek further guidance and understanding of his or her work performance and offer suggestions for self-improvement. This does not preclude subsequent formal discussion regarding performance appraisals to include the mid-term assessment.

j. **New and Revised Elements.** The rating official at the time the performance plan is established will discuss the proposed new or revised elements, standards, and the fully successful level of performance with the employee. The rating official will ensure that the employee has access to the current position description, and the standards and elements. Changes whether oral or written to the performance plan within the last 30 days will either be not rated, or cause for extending the rating period per DoDI 1400.25-V 431.

k. **Inconsistency.** Where a performance plan is inconsistent with a PD because of inaccuracy, the PD, unless it is a higher directed standardized PD, should be revised to reflect current duties.

l. **Mid-Year and On-going Review.** Continuous performance feedback and/or counseling is desirable for both employees and rating officials.

(1) **Mid-Year Review:** a formal discussion with the employee to indicate what the employee's rating would be at midyear for each critical job element and what would be necessary for the employee's performance to improve, if necessary.

(2) Performance deficiencies should not be used to adversely affect the performance rating, unless the employee has been previously notified of the deficiency and has been given an opportunity to improve.

(3) Supervisors may identify an employee's need for training or developmental opportunities in order to enhance the knowledge, skills, or abilities related to the employee's job performance in his or her current position.

(4) Throughout the rating period, employees will be afforded time to document contributions in My Journal. A half hour will be allocated in conjunction with one monthly clinic meeting.

m. **Preparation and Submission of Performance Appraisal.** A written rating of record must be provided at the end of the appraisal cycle, normally within 30 days, for each employee who has been under an approved performance plan for 90 calendar days during the cycle. Each employee's performance plan will be judged solely against his/her performance standards assessed fairly and equitably and consistent with applicable laws and the CBA. Employees will be notified verbally or by email no less than 10 calendar days prior to employee input being due for consideration in the performance evaluation.

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(1) Employee Input/ Self-Assessment.

(a) The self-assessment system will: emphasize performing duties outlined in his or her position description and performance elements, promptly notifying supervisors about factors that interfere with an employee's abilities to perform duties at the level of performance required by performance elements. Employees will be trained in Self-Assessments of their own performance. The Self-Assessment is not mandatory; employees may be given assistance in creating and writing this document in the course of their normal duties with no repercussions or disadvantage. Employee self-assessments should be given serious consideration in developing the performance rating for that employee. If information provided by the employee is disputed or disregarded, it is recommended that the employee be informed in writing of the reasons. The Self-Assessment is based on the performance of the employee with regard to the performance plan that determines the rating and the rating official remains responsible for adequately and accurately observing, fostering, motivating and evaluating that performance throughout the entire rating period.

(b) The self-assessment system will not: be used as a disciplinary tool, foster individual competition, be based on numerical goals and/or numerical performance levels not contained in the employee's own performance standards, be punitive, adversarial or typically apply absolute performance standards except where they are crucial to the mission.

(c) The absence of employee input does not relieve the supervisor of the responsibility of writing a performance assessment addressing the employee's performance standards and contributions.

(2) Performance Narratives. Narratives are highly encouraged for elements at the "Fully Successful" level but are required for "Outstanding" and "Needs Improvement". The performance rating assigned should reflect the level of the employee's performance as compared to the standards established. Some samples that may be useful in developing standards for an employee are provided in the following subparagraphs. These samples are intended to be illustrative only, do not apply to all work situations, and must be tailored to each particular situation.

(a) Level 5 – Outstanding-Produces exceptional results or exceeds expectations well beyond specified outcomes. Sets targeted metrics high and far exceeds them (e.g., quality, budget, quantity). Handles roadblocks or issues exceptionally well and makes a long-term difference in doing so. Is widely seen as an expert, valued role model, or mentor for this work. Exhibits the highest standards of professionalism.

(b) Level 3 - Fully Successful-Effectively produces the specified outcomes, and sometimes exceeds them. Consistently achieves targeted metrics. Proactively informs supervisor of potential issues or roadblocks and offers suggestions to address or

prevent them. Achieves goals with appropriate level of supervision.

(c) Level 1 – Unacceptable-Does not meet expectations for quality of work; fails to meet many of the required results for the goal. Is unreliable; makes poor decisions; misses targeted metrics (e.g., commitments, deadlines, quality). Lacks or fails to use skills required for the job. Requires much more supervision than expected for an employee at this level.

(d) Rating Employee Performance-The supervisor will assign an individual performance element rating of either 5, 3, or 1 to each critical element. All performance element ratings are averaged to calculate the rating of record, which reflects the employee's overall job performance during the appraisal cycle based on the rating criteria outlined in Table 2, 3.5.c, DODI 1400.25.

(3) Performance Rating Level. DPMAP will be a positive building block in the foundation of a relationship based on shared interests and mutual objectives, employee development, the supervisor's role as team leader and coach, overall employee contributions, recognition of special skills and contributions in addition to position description duties and additional duties as assigned, provide feedback to management and employees on an ongoing basis with the goal of improving employee performance and providing opportunity for employee recognition.

(4) Considerations. In evaluating an employee's performance, matters beyond his or her control which affect a standard shall be considered by the rating official.


(5) Annual Appraisal. The rating official will meet in person with the employee to present the annual appraisal unless extenuating circumstance prevent a face-to-face discussion.

(6) Both the rating official and the employee should sign the Performance Appraisal. The employee's signature shall not be taken to mean that he or she agrees with any/all of the information or that the employee waives any rights to appeal/grieve the rating or discussions regarding performance.

(7) After Higher Level Review the written performance appraisal will be provided to the employee, normally within thirty (30) days of the completion of the appraisal period, through the electronic appraisal tool. The employee will be given no less than one (1) duty day to review the appraisal before signing it.

(8) Appeal/Grievance time limits shall not begin until the day the employee receives his or her copy of the final, signed document.

(9) Reconsideration. Employees may seek reconsideration of issues related to the performance appraisal process (e.g., individual performance element ratings and ratings of record) through the administrative grievance system or, where applicable, negotiated grievance procedures. Employees may not challenge contents (e.g.,

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performance elements or standards) or an employee performance plan and decisions to grant or not grant a performance award or quality step increase (QSI) through the administrative grievance system or, where applicable, negotiated grievance procedure.

(10) Grievability. Performance appraisals are subject the negotiated grievance procedure in accordance with the CBA.

n. Link to Other Personnel Actions.

(1) Performance Rating Uses. The performance rating given to employees under this performance assessment system is used for a number of purposes, to include but not limited to:

(2) An employee who has attained a rating of at least "Fully Successful," has achieved an "acceptable level of competence" and will be entitled to appropriate within-grade increases.

(3) The rating of record will be used in consideration for appropriate awards, promotions, other personnel actions, and recognition for changes in operations, work processes, training, teamwork, etc.


(4) The rating of record may be used in evaluating candidates under the merit promotion plan contained in the CBA.

(5) Reduction in Force (RIF). Employees' performance ratings of record due before the issuance due date of specific RIF notices will be submitted to the servicing personnel office in sufficient time for retention standing to be determined. The due date will be in accordance with the RIF instructions.

(6) Specially Situated Employees. There are a number of special circumstances that may affect an employee's eligibility for a performance rating.

(a) Details. When an employee is detailed, it is the responsibility and a requirement of the supervisor of record to obtain input from the detail supervisor and use the information in the development of the performance plan, progress reviews, and completion the rating of record.

(b) Union Duties. When an employee is engaged in union representational responsibilities, the time spent performing union representation does not constitute work of the agency and does not count toward the minimum period of performance of 90 calendar days under an approved performance plan. If an employee performs agency work to meet the 90-calendar day requirement under an approved performance plan, that employee is eligible to receive a rating of record. The Agency acknowledges that bargaining unit employees who perform work as part of the Union are doing so for the benefit of the Parties as well as the public. Use of official time and excused absence for Union activities shall not adversely affect the employee's appraisal.

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o. Performance Improvement Plans (PIP).

(1) The rating official, supervisor (if different from the rating official), employee, and, if requested, a Union representative, will meet to identify the specific problem, determine the root cause, and develop a written improvement plan to resolve the problem. The time allowed must be reasonable and commensurate with the duties and responsibilities of the position, typically 30-90 calendar days. If during the PIP there is an unexpected departure of the supervisor, CPAC, the new supervisor and the Union will meet to discuss options for moving forward.

(2) The improvement plan will identify the critical element(s) for which performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance. It will state which assigned tasks demonstrate the unacceptable performance and how they relate to an identified job requirement(s), element(s), and standard(s), as applicable. The PIP will include specific instances (i.e. date, counseling) of unacceptable performance. The identified supervisor or other management designee will meet with the employee and discuss progress made during the PIP period at least once a week. The plan will state that unless performance in a critical element(s) or standard(s) improves to and is sustained at an acceptable level for a minimum period up to one year, the employee may be reduced in grade, reassigned or removed from Federal service.

(3) The improvement plan will state which supervisor or management officials will be available to teach, guide, coach, and otherwise assist the employee in reaching "Fully Successful" performance, including what specific assistance will be provided and when. Employees may request additional assistance, which can include formal training, on-the-job training, counseling, assignment of a mentor, or other assistance as appropriate, and all items identified will be given in written form to the affected employee.

(4) The employee will be informed in writing that personnel-related actions (Within Grade Increases, awards) may be withheld while this level of performance continues. At any time during the performance improvement period, the rating official may conclude that assistance is no longer necessary because the employee's performance has improved to at least "Fully Successful." The rating official will notify the employee of this determination in writing. If, following the performance improvement period, the rating official is unable to make an assessment that the employee is successfully performing his/her critical job duties and responsibilities, the rating official will give the employee a documented performance interview communicating this determination. In that case, it is appropriate to extend the assistance period until an assessment can be made, consistent with law.

(5) If all remedial action fails and the employee's performance is determined to be unacceptable, the supervisor will provide written notification to the employee that the employee may be liable for one of the following actions:

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(a) When the employee is capable of performing another position of the same grade, the supervisor may propose to reassign the employee to such a position.

(b) When the employee is not capable of performing any position at the same grade but is capable of performing a position at a lesser grade, in the same or different job series, the supervisor may propose a demotion to a position at the next lower grade.

(c) If neither (1) nor (2) above is feasible, the supervisor may propose removal. An employee who is reassigned or demoted to a position at a lower grade based on unacceptable performance will receive a new performance plan, in accordance with this Agreement.

(d) An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to: 30 days advance written notice of the proposed action, identifying specifics for the proposed action which will be limited to those identified elements of unacceptable performance identified in the PIP. The notice will include specific instances of unacceptable performance, critical element(s) for which the employee did not achieve "fully successful" performance and on what the decision is based, the employee will be afforded union representation and reasonable time to orally or in writing rebut the proposed adverse action. The advance notice period may be extended once for an additional thirty (30) days by the commander or other designated officials.

(e) The employee may appeal to either the Merit Systems Protection Board in accordance with applicable law, EEO, Whistleblower, grievance process. An employee shall be deemed to have exercised the appellate option at such time as the employee timely initiates an appeal under the statutory procedure or the Union timely files a written request to invoke arbitration, whichever occurs first. Arbitration must be invoked no later than 30 days after the effective date of the action unless EEO counseling has initiated.

3. Publicizing. The agency agrees to provide an electronic link to this MOU which is easily accessible and visible on the Organization's SharePoint page which is available to all employees.

4. Effective.

We, the undersigned as duly authorized representatives of our respective agencies, agree to support the provisions and intent of this agreement. This agreement will become effective upon the date of approval by Defense Civilian Personnel Advisory Service (DCPAS).

It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

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This MOU is subject to renegotiation upon the expiration of the Collective Bargaining Agreement, 15 August 1996, or if any unforeseen impact should occur, AFGE 2516 (the Union) retains its full bargaining rights for the life of this MOU.

If during the lifetime of this MOU, DoDI 1400.25-V431 is updated or modified, or provisions are added by future Army Regulation, the Parties retain the right to modify this MOU to conform to any new requirements. It is understood that the Union may elect to bargain any such changes.

In witness, whereof, the parties hereto have executed this agreement this 30th day of November 2017.

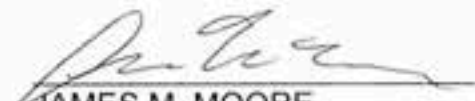
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