

MEMORANDUM OF UNDERSTANDING
BETWEEN
101ST AIRBORNE DIVISION (AIR ASSAULT) AND FORT CAMPBELL

U.S. ARMY INSTALLATION MANAGEMENT COMMAND - FORT
CAMPBELL

U.S. ARMY MEDICAL DEPARTMENT ACTIVITY - FORT CAMPBELL

U.S. ARMY DENTAL ACTIVITY - FORT CAMPBELL

U.S. ARMY SIGNAL REGIONAL NETWORK ENTERPRISE CENTER -
FORT CAMPBELL

U.S. ARMY LOGISTIC READINESS CENTER - FORT CAMPBELL

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 2022
(AFL-CIO)

1. References

- a. DoD Instruction 1400.25, Volume 431, "PERFORMANCE MANAGEMENT AND APPRAISAL PROGRAM", February 4, 2016
- b. Collective Bargaining Agreement, May 13, 2015

2. Subject

The purpose of the performance assessment system, known as DoD Performance Management and Appraisal Program (DPMAP), in this MOU is to provide a framework to ensure honest feedback and open, two-way communications between Appropriated Fund (AF) employees and their supervisors. The system focuses on contributions within the scope of the employee's job description in achievement of the Agency's overall service mission. The main emphasis of this system is day-to-day interaction among employees and supervisors which includes the

implementation of modern and flexible work practices where the Agency's objectives are emphasized by progressive personnel management.

3. General

The Performance Management System will be administered in accordance with applicable laws, regulations, the CBA and this MOU in order to achieve a system that is fair, equitable, consistent and objectively applied.

4. Definitions

Terms used in this MOU that relate to the Performance Management System, such as "appraisal," "critical element," or "performance rating" will have the same meanings as in government-wide regulation.

5. Performance Management Requirements

This system will be a positive building block in the foundation of a relationship between the employees and management based on shared interests and mutual objectives.

a. The assessment system will emphasize:

- (1) Employee development;
- (2) Administrative simplicity;
- (3) The supervisor's role as team leader and coach;
- (4) Overall employee contributions;
- (5) Recognition of special skills and contributions such as translation and interpretive activities done as part of or in addition to regular job duties; and
- (6) Unit and group achievement of the Agency's mission.

b. The assessment system will not:

- (1) Be used as a disciplinary tool;
- (2) Foster individual competition;
- (3) Be based on numerical goals and/or numerical performance levels not contained in the employee's own performance standards;
- (4) Be punitive, adversarial or overly labor-intensive;

- (5) Apply absolute performance standards except where they are crucial to the mission; and
- (6) Be based on expectations or requirements that are unrealistic and unattainable by most employees working under normal conditions.
- c. The Agency will not prescribe a distribution of levels of ratings for employees covered by this Agreement. Each employee's performance will be judged solely against his/her performance elements/standards.
- d. To foster a culture of high performance, supervisors and employees should engage in two-way performance feedback throughout the appraisal cycle.
 - (1) Formal performance meetings will be held in person and in private.
 - (2) Formal performance meetings will normally be held between the rating official and the employee. If more than one agency official participates in a formal performance meeting with an employee, the employee will be first apprised of their right to have a Union representative present if they so choose in sufficient time to arrange for a representative to attend.
 - (3) Formal performance discussions will be documented and the employee will be furnished with copies of any/all documentation presented at the time of the meeting.
- e. Employees will only be assessed on the DoD core values or organizational values to the extent applicable to the assessment of a performance element.

6. Electronic Performance Management System

- a. Should the Agency utilize an electronic performance management system, all bargaining unit employees will be offered and allowed to attend face to face training in its use prior to implementation. This training will include at a minimum such things as understanding how it works, what information is being recorded by the electronic system, accessing information about oneself, preparing self-assessments, and entering information about oneself into the system. All training will be documented and placed in the employees' training records.
- b. 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.
- c. All bargaining unit employees will have access to computers on duty time for the purpose of utilizing the electronic performance management system. Employees will be given a period of time, up to four hours, at the initial

performance plan meeting, at progress reviews, and end of the rating cycle to utilize the MyPerformance tool. In the event that additional time is necessary employees will coordinate approval with their supervisor. All efforts will be made to avoid disadvantaging employees who do not regularly use a computer in their jobs. To the extent the Agency requires employees to use computers for the Performance Management System, those employees will receive any necessary assistance.

- d. Employees will be able to see performance related information about themselves that is kept in the system and will have a reasonable amount of time (up to four hours unless otherwise coordinated and approved by the supervisor) to review the information during their regular work schedules. Employees will also have the right to enter into the system their own achievements and successes. The system will not allow anyone to change anything that was entered by another person (i.e., supervisors cannot change an employee's entries).
- e. Those employees who do not write self-assessment documents in the course of their normal duties will be given necessary assistance so as not to be disadvantaged.
- f. Employee self-assessments should be given serious consideration in developing the performance rating for that employee.
- g. Choosing not to provide the voluntary self-assessment will not disadvantage an employee relative to those employees who do provide voluntary self-assessments, in and of itself.
- h. The Agency will ensure that the electronic performance management system complies with all privacy requirements.

7. Performance Plan

- a. All critical elements used for performance appraisals will be directly related to the employee's assigned Position Description, that the supervisor 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.
- b. To the maximum extent feasible, critical elements will be consistent for standard or like positions. Variations from these critical elements will be based on actual differences in the job.

- c. Application of all performance standards shall be fair, equitable, and consistent with regulatory requirements.
- d. When quality is expressed in a standard in terms of a number of allowable errors, the sample size shall be the same for similarly situated employees performing like duties and working under the same supervisor.
- e. Rater will provide written examples of performance expectations at the "Success" level.
- f. Performance rating levels are as follows: 5-"Outstanding", 3-"Fully Successful", 1-"Unacceptable", NR-"Not Rated".

8. Performance Plan Modification

- a. When performance plans are modified or changed during a performance period, those changes will be communicated to the employee and discussed to ensure the employee understands the new standard.
- b. Changes will be acknowledged and the revisions will be noted in the MyPerformance appraisal tool or on the DD Form 2906.
- c. Employees will be advised in writing if;
 - (1) the element or standard will apply at the beginning of the next appraisal cycle;
 - (2) the plan is being updated during the current cycle; or
 - (3) the current appraisal cycle is being extended by the amount of time necessary to allow 90 calendar days of observed performance under the revised element or standard.

9. Performance Discussions

- a. Performance discussions will be held in a private venue and will normally be between the supervisor and the employee. In instances where more than one agency official is in attendance, the employee will be advised in advance and provided the opportunity to have a Union representative present.
- b. At a minimum, employees will be provided three documented performance discussions per rating period. These required discussions will include the initial performance plan meeting, one progress review, and the final performance appraisal discussion to communicate the rating of record.

- c. Mandatory progress reviews will normally occur during the middle of the rating cycle. This does not preclude additional progress reviews.
- d. Informal discussions are a standard part of supervision and should occur throughout the annual assessment period. Discussions may be initiated by the supervisor, rating official (if not the immediate supervisor) or employee. If the employee is requesting an informal performance discussion and management does not meet within 15 work days, the employee should use the negotiated grievance procedures.
- e. Discussions should be candid, forthright dialogues between the supervisor or rating official and employee aimed at improving the work process or product and developing the employee. The discussion will provide the opportunity to assess accomplishments and progress as well as identify and resolve any problems in the employee's or work team's work product.
- f. Where indicated, the supervisor or rating official should provide additional guidance aimed at developing the employee, removing obstacles and improving the work product or outcome. Discussions will provide the employee the opportunity to seek further guidance and understanding of his/her work performance and offer suggestions for improving processes.

10. Performance Evaluation

- a. The appraisal cycle for employees covered by the DoD Performance Management and Appraisal Program is April 1 through March 31.
 - b. Employees will be advised in writing, at least thirty (30) days before deadlines in which employee input is due for consideration in the performance evaluation.
 - c. The minimum period of performance is 90 calendar days. Employees who perform under an approved performance plan for a minimum of 90 calendar days will be rated based on the period of demonstrated performance.
 - d. To the extent feasible, the Employer shall ensure that employees are not statistically advantaged or disadvantaged by the assignment of downtime when evaluating their performance.
 - e. Supervisors will write performance narratives that succinctly addresses the employee's performance measured against the performance standards for the appraisal cycle.
- (1) The performance narrative justifies how an employee's ratings are determined and provides support for recognition and rewards (or any administrative or adverse action, if necessary).

- (2) Performance narratives will be provided for each element that is rated outstanding or unacceptable.
- f. The use of absolute Performance Standards will follow existing laws, regulations, and case law to the maximum extent feasible and will not preclude the possibility of obtaining an overall “outstanding” rating.
- g. Ratings of record will normally be completed within forty-five (45) days after the end of the rating cycle.

11. Improving Performance

- a. It is the responsibility of the Employer to monitor employee performance throughout the rating period. If at any time during the rating period the rating official determines that an employee is performing at an unacceptable level in one or more critical elements, the rating official will call for a meeting with the employee to discuss the employee's performance.
- b. The supervisor, employee, and, if requested, a Union representative, will meet to identify the specific problem, determine the root cause(s), and develop a written improvement plan to resolve the problem.
 - (1) The improvement plan will identify the element(s) for which performance is unacceptable and a description of the unacceptable performance. The PIP will identify what standards the employee must attain in order to demonstrate acceptable performance. The plan will state that unless performance in a critical element(s) improves to and is sustained at an acceptable level for a minimum period of one year, the employee may be reduced in grade, reassigned or removed from Federal service.
 - (2) The time allowed for the opportunity to improve must be reasonable and commensurate with the duties and responsibilities of the position, typically 30-90 days.
 - (3) The improvement plan will be tailored to the specific needs of the employee and may include formal training, on-the-job training, counseling, assignment of a journeyman mentor, reasonable accommodation, or other assistance as appropriate.
 - (4) The improvement plan will state which supervisor or management officials will be available to guide, coach, and otherwise assist the employee in reaching “Fully Successful” performance, what specific assistance will be provided and when. Employees may request additional assistance.

- c. The purpose of the performance improvement period is to help the employee improve. Placing the employee on 100% review does not equate to appropriate assistance.
- d. If, following the performance improvement period, the rating official is unable to make an assessment that the employee is “fully successful” in 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 an additional 60 days.
- e. 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 subject to one of the following actions:
 - (1) When the employee is capable of performing another position of the same grade, management may reassign the employee to such a position.
 - (2) 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, management may propose a change to lower grade.
 - (3) The supervisor may propose a removal.
- f. 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 appropriate regulations and this MOU.
- g. An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to the procedures in CBA Article 30-4.
- h. A decision whether to retain, reduce in grade, or remove an employee will normally be made not later than thirty (30) days after the date of expiration of the notice period. The employee will be given this decision in writing. Unless the action is proposed by the Head of the Agency, the deciding official will be at a higher management level than the proposing official. The decision will:
 - (1) Specify the instances of unacceptable performance and the critical element(s) for which the employee did not achieve “Fully Successful” performance, and on what the decision is based;
 - (2) Specify the action to be taken, the effective date, and the employee's right to appeal the decision.

12. Link to Other Personnel Actions

- a. Employee performance may impact other personnel actions. When a negative determination is given, an employee shall be informed in writing of the reasons for the decision.
- b. An employee who achieves less than “Fully Successful” rating of record shall be advised of the potential adverse impact on RIF.

13. Publicizing

The employer agrees to provide an electronic link to this MOU which is easily accessible and visible on the Organization’s Intranet page which is available to all bargaining unit employees.

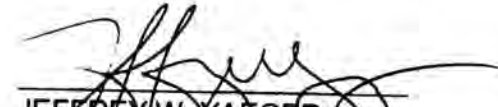
14. Effective


We, the undersigned as duly authorized representatives of our respective directorates, agree to support the provisions and intent of this agreement. This agreement will become effective upon the date of the last signature.


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

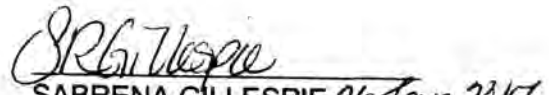
This MOU is subject to renegotiation upon the expiration of the Collective Bargaining Agreement, May 13, 2015, or if any unforeseen impact should occur, AFGE Local 2022 (the Union) retains its full bargaining rights for the life of this MOU.


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.

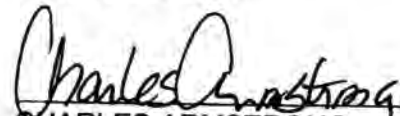

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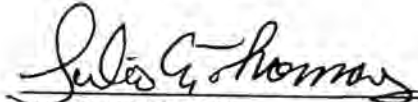

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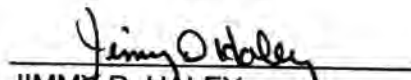

SABRENA GILLESPIE 26 Jan 2017
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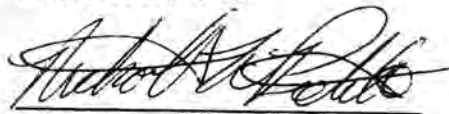

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Approved by the Department of Defense on May 19, 2017.