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[DESCRIPTION](#) [NEWSLETTER](#) [CURRENT ISSUES](#) [PRESS RELEASES](#) [LINKS](#) [MEMBERS](#)
[PAGE](#) [HISTORY](#) [SITE INDEX](#)

Inside The Fishbowl

Official Newsletter of NTEU 280

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Table of Contents

- **PARS Update**
- **[NTEU PARS Negotiated Agreement](#)**

PARS Update:

At the January 4, 2007, PARS Lunch and Learn, NTEU national negotiator, Rick Bialczak joined NTEU Chapter 280 Officers and bargaining unit members to review PARs changes as a result of negotiations. When EPA first introduced the PARS evaluation system without negotiating with any of the EPA unions, NTEU filed an unfair labor practices action forcing EPA to the negotiations table this past August. Since management can define the standards, we focused on procedures as a way to safeguard our employee's rights. After all this effort to reach an agreement, EPA management let NTEU know in December, that they want to reopen negotiations in order to link PARs performance ratings with awards, and change the employees rating period to run in a fiscal year cycle rather than calendar year. We are expecting a specific proposal from management by mid-February. Here are highlights of how agreement specifics are interpreted from the EPA-NTEU Agreement, which is reproduced below:

- Narrative Justification (Sec. 5C) This provision ensures that when you receive your rating you also receive a written justification. Your manager must tell you (in writing) why you have the rating they gave you and not a higher rating. This is important because it may help you form the basis of an appeal if you disagree with your supervisor's evaluation.
- Fair and objective language (Section 6 Paragraph 2). Your performance rating must be based upon a fair and reasonable sample of your work. Any critical element that is so critical that your job is unsatisfactory if you fail it must be specific and measurable. If two out of three of your critical elements are rated satisfactory, it will be hard for your supervisor to make a case for an overall unsatisfactory rating.

- Your Supervisor can consider your feedback of your standards and must keep your written objections attached to the standards if you don't agree with your supervisor.
- Position Description (Section 8). Your performance standards must be consistent with your Position Description. Unless the task in the performance plan fits your position description, it should not be there. Changes to your performance plan or position description must be in writing.
- You may request to see your supervisor's performance plan. While cascading applies, you are not responsible for completing your supervisor's PAR standards. The idea is to cascade goals, not specific activities
- Progress Reviews (Sec. 10) While no quarterly meeting is required, if, at the end of the 3 month period, a problem was not raised by your supervisor, they may not raise the issue as a problem (from the previous quarter) in the next quarter or the annual review. The exception to this is a pattern of behavior that becomes evident throughout multiple quarters. Your supervisor is required to meet with you for a mid-year appraisal and at the employee's request, they shall provide a written appraisal. An employee may request a written appraisal from their Supervisor after a quarterly review also. Your supervisor must continually communicate with you to avoid surprises. For example, let's say you received a rating of "outstanding" All year goes by and your supervisor doesn't talk with you. The assumption is that your rating will not decrease, because your supervisor has not advised you that your performance has changed.
- There are no quotas as to how many employees in a unit receive a certain rating. It is unlawful to engage in a forced distribution system. You should contact NTEU Chpt. 280 Officers immediately if you have evidence of such a forced distribution system for PARS ratings.
- Before an employee may receive a rating of record of "unsatisfactory" or "minimally satisfactory" the employee must first have been put on a "PAP", a performance assistance plan for 45 days. An employee may be placed on a PAP at any time. The procedure calls for a PAP, which may be followed by a rating of "minimally satisfactory" or "unsatisfactory" if the terms of the PAP are not met. (The time period of the PAP may be extended past 45 days.) Then the employee may be placed on a "PIP", a performance improvement plan, which lasts 90 days. Only employees rated "unsatisfactory" can be put on a PIP. At the conclusion of the PIP, the employee may face an adverse employment action such as dismissal if performance is still unsatisfactory.
- Negative information (Sec. 10 E) If a supervisor is going to confront you with negative information at the end of the performance year, (at the annual review) they must give you 5 working days notice (7 calendar days). They need to "make you aware of the information" so that you can prepare for the discussion concerning the negative information.
- These are some examples concerning the applicability of the NTEU PARS agreement. Each situation has unique factors that may impact the result. We urge you to contact us immediately if you have been notified that you are being placed on a PAP or PIP or are receiving a "minimally successful" or an "unsuccessful rating".

NTEU PARS Negotiated Agreement Effective Date: September 30, 2006.

The new “close out periods” described in the Agreement will be effective with the quarter beginning January 2007. This Agreement contains 28 Sections and is 19 pages long. The Agreement will be posted on the EPA intranet: <http://intranet.epa.gov/ohr/policy/pars/index.htm>

EPA-NTEU Performance Appraisal and Recognition System (PARS) Agreement

Section 1. Preamble.

A. The performance management system will emphasize:

1. Linking employee performance elements and standards directly to the Agency’s mission, strategic goals, programs and policy objectives, and/or annual performance plans and budget priorities.
2. Providing employees with a clear understanding of what is expected of them in a result-oriented performance plan which is applied to their respective areas of responsibility and stated in terms of observable, measurable, and demonstrable performance.
3. Creating a framework for managers and employees to have an ongoing dialogue about the employee’s job performance and developmental needs.
4. Differentiating between levels of performance to provide an equitable basis for personnel actions.
5. Providing managers with the mechanisms to recognize and reward excellent performers.
6. Providing a process to correct less than fully successful performance.

B. Authorities. The administration of all matters covered by this Article shall be governed by 5 U.S.C. Chapter 43; 5 CFR 430, 432, and 531; EPA Order 3151.1A1, Performance Management; and EPA Order 3110.16, Reduction in Grade and Removal Based On Unacceptable Performance.

Section 2. Definitions.

- A. "Acceptable level of competence" means performance of an employee at the successful level, warranting advancement of the employee's rate of basic pay to the next higher step of the grade in accordance with 5 CFR 531.
- B. "Additional performance element" means a dimension or aspect of individual, team, or organizational performance that is not a critical element. Such elements will not be used in assigning summary levels.

C. "Appraisal period" means the established period of time for which performance will be reviewed and a rating of record prepared.

D. "Assumptions" means known factors over which an employee has little or no control, but which might exert a significant impact on the employee's performance or ability to achieve an objective. Employees will not be held accountable under critical elements for factors outside their control.

E. "Critical element" means a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is unacceptable. Such elements shall be used to measure performance only at the individual level.

F. "Within grade increase" means a periodic increase in an employee's rate of basic pay from one step of the grade of the position to the next higher step of that grade.

G. "Interim rating" means a written rating prepared as input to the rating of record by the former supervisor when a change of supervisor occurs during the appraisal period. An employee must have completed the minimum period of performance to receive an interim rating.

H. "Minimum period of performance" means the minimum amount of time (90 calendar days) under a performance plan that must be completed before a rating of record may be given.

I. "Performance plan (performance agreement)" means all of the written or recorded performance elements setting forth expected performance. A performance plan must include all critical (and additional) elements and their performance standards.

J. "Performance improvement plan (PIP)" means a written document from the employee's immediate supervisor designed to help an employee improve performance that is below the fully successful level.

K. "Performance standard" means the expressed measure of the level of achievement established by the Employer for the duties and responsibilities of a position or group of positions. Each critical element must have a Fully Successful performance standard.

L. "Progress review" means communicating with the employee, normally at the mid-year point, about performance progress in critical and additional elements. A progress review is required, but not limited to, at least once per performance cycle. The review, which should be documented, also includes assessing the need to adjust the performance plan, results of workload review, developing a plan of action for improving performance (where appropriate), and discussing individual development. In its totality, the progress review forms the foundation for employee development; performance improvement; and/or the summary rating of record.

M. "Rating" means the written appraisal of performance compared to the performance standard(s) for each critical element on which there has been an opportunity to perform for the minimum period.

N. "Rating of record" means the performance rating prepared at the end of the appraisal period for performance over the entire period and the assignment of a summary level. This constitutes the official rating of record as defined in 5 CFR Part 430. Ratings of record are the official documentation for personnel actions such as within-grade increases, career ladder promotions, successful completion of probationary period, reduction in force, and adverse performance-based actions, absent acceptable substitutes in accordance with Government wide regulations.

Section 3. Appraisal Period.

The annual appraisal period begins on January 1 and ends on December 31.

Section 4. Minimum Period of Performance.

Only employees who have completed a minimum period of performance will be evaluated at the end of the appraisal period. The appraisal period begins for individual employees when the employee signs or declines to sign the performance plan. If the minimum 90 day cycle cannot be met before the end of the performance cycle (calendar year), the appraisal period must be extended until the 90 days are met. The appraisal period will not be extended for employees entering new positions in December.

Section 5. Summary Rating Levels.

The Employer has determined that there are five summary rating levels. No further distinctions may be documented or recorded.

A. The five summary rating levels are:

Outstanding (O): This level is reserved for the truly exemplary employee who demonstrates the highest degree of achievement in his/her area(s) of work. This employee demonstrates an extraordinary degree of initiative and self-reliance in identifying and resolving problems or requirements of the work situation, and in developing, recommending or executing innovative solutions successfully to accomplish tasks ahead of target. The employee is extremely adaptable in adjusting to, and resolving, new, unusual, difficult or complex situations or problems in order to successfully accomplish program objectives. The employee's performance and contributions are of such a high level that they produce a significant and positive impact on the performance of others and the operations or reputation of the work unit.

Exceeds Expectations (EE): This level signifies that the results achieved are clearly beyond what could be reasonably expected.

Fully Successful (FS): This level signifies the employee's performance results achieved are those that can be reasonably expected of any employee on the job in order to fully and adequately achieve assigned responsibilities.

Minimally Satisfactory (MS): This level signifies that there is a significant performance-related problem(s) although the performance has not reached "Unsatisfactory" in any Critical

Element. The employee demonstrates limited ability in producing work of acceptable volume and/or quality within established timeframes; or exhibits limited sense of personal responsibility and accountability in work assignments; or experiences difficulty in addressing new or unusual work situations under normal pressure; or requires frequent guidance and assistance from supervisor or others. When performance is rated at this level, informal assistance in the form of a Performance Assistance Plan (PAP) must be provided to the employee to help improve his/her performance to “Fully Successful.”

Unsatisfactory (U): This level signifies the performance of the employee consistently fails to meet the established performance standards in one or more critical elements of the employee’s position. When performance is rated at this level, a performance Improvement Plan (PIP) must be implemented to help the employee improve his/her performance to “Fully Successful.”

B. Summary Performance Ratings:

Outstanding (O): One-half or more Critical Elements are rated Outstanding, none lower than Exceeds Expectations.

Exceeds Expectations (EE): One-half or more Critical Elements are rated Exceeds Expectations or higher, none lower than Fully Successful.

Fully Successful (FS): Majority of Critical Elements are rated Fully Successful and none lower than this level.

Minimally Satisfactory (MS): One or more Critical Elements are rated Minimally Satisfactory, none are Unsatisfactory.

Unsatisfactory (U): One or more Critical Elements are rated Unsatisfactory.

C. Narrative Justification

All performance appraisals must contain a written narrative justification for each critical element and summary rating beyond simply stating that the standards for a given critical element or that all critical elements (as regards the summary rating) have been met, not met, exceeded, etc. Normally, rating narratives need not exceed two single-spaced typed pages. If no justification is available due to a lack of opportunity to perform on a particular critical element or where observation of performance was necessary but not possible, this fact will be so noted.

Section 6. Supervisors' Performance Management Responsibilities.

Supervisors are responsible for preparing and reviewing performance plans, performance ratings, award nominations, and performance-related personnel actions, in accordance with the terms of this Agreement.

Performance plans will be applied in a fair and objective manner. They will measure actual work performance in relation to the performance requirements of the positions to which employees are assigned and will be based on a reasonable and representative sample of the employee's work.

Section 7. Content of the Performance Plan.

A performance plan must contain the following items:

A. Title. "Performance Plan."

B. Element. Name and/or description of the performance element.

C. Element Type (Critical or Additional). Each element will be designated as either a critical element or an additional element. A performance plan shall contain a maximum of five critical elements and a minimum of two. Additional elements are optional.

D. Performance Standard. The performance requirement(s) or expectation(s) for an appraisal at a particular level of performance. At a minimum, standards must be documented at Fully Successful for critical elements. The Employer has determined that the Fully Successful performance standard is:

- Delivers quality products and/or services that support the Agency's mission, strategic goals, programs and policy objectives, and/or annual performance plans and budget priorities and that meet customer expectations. Organizes and sets priorities for routine work. Completes quality (and set volume of) work within required time frames that complies with established policies and procedures. Communicates/responds clearly, professionally and timely, effectively and accurately representing the organization by keeping abreast of Agency policies and programs. Produces written materials that are grammatically correct, clear, concise, accurate and thoroughly researched, reflecting Agency policy and integrated appropriately with other Agency offices. Develops and implements solutions to problems and offers suggestions for improvements independently and acceptably without supervisory intervention within delegated authority of job responsibility. Works effectively with subordinates, peers and superiors.

If additional elements are used, standards are described only at the Fully Successful level.

E. Measurement Source(s). Identification of sources that may establish a reliable and supportable basis for a rating and may be used to determine if standards are met/not met, such as, but not limited to: personal observations, employee written products, or feedback from team leaders.

F. Element Rating. Each critical element must have an element rating of O, EE, FS, MS, or U.

G. Assumptions. Identification of known factors over which an employee has little or no control but which might have a significant adverse impact on his/her ability to successfully meet required performance.

H. Employee Signature/Date. The employee's acknowledgment of receiving the performance plan.

I. Supervisor's Signature/Date. Identification of the supervisor and his/her approval of the performance plan.

J. The name and title of the second-level supervisor must be on the cover sheet.

Section 8. The Performance Plan.

The performance plan is determined by the supervisor in collaboration with the employee. The steps to writing a performance plan include:

A. Identifying two to five critical elements, considering the organizational strategic goals, function, responsibilities, priorities, and the position description. Critical elements are for individual performance only and affect the employee's summary rating. Additional elements are optional and may be used to review group performance. They do not affect the summary rating. All elements are rated O, EE, FS, MS, or U.

B. Using the Fully Successful performance standard for each critical element.

C. Keeping performance plans current and accurate. If a critical element is added or amended during the appraisal period, any rating of it must be based on the minimum period of performance. The employee will be given any changes in the performance plan in writing and may discuss any of the changes with his/her supervisor.

D. Performance plans must, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the positions in question and must be shared with the employee in advance.

E. Performance standards must be specific, observable and measurable. The performance standard must provide a clear means of assessing whether objectives have been met.

F. Forced Distribution: the Employer will not prescribe a distribution of levels of ratings for employees covered by this Agreement.

G. The standards and critical elements in the plan must be consistent with the employee's Performance Description (PD). Critical elements and standards that are outside of the employees PD are inappropriate. To the extent that, during the appraisal period, it becomes clear that the employee's performance plan is being interpreted to require work outside of the employees PD, it is the responsibility of the supervisor to initiate a revision to the employees PD, in accordance with applicable law and the CBA, or to change the employees standards and/or assignments to bring them into line with the employees PD.

H. No job function can be designated a Critical Element unless unacceptable performance on the Critical Element would result in a determination that an employee's overall performance is unacceptable (5 CFR 430.203).

I. The supervisor is responsible for using appropriate means to keep performance agreements current and accurate and to obtain the performance data required to accurately assess the employee's performance.

J. In establishing performance elements, Critical Elements, non-critical elements, and performance standards, consideration will be given to:

1. The resources available and the authority delegated necessary to meet the identified Critical Elements and performance standards;

2. Employee input; and

3. Standards for comparable positions.

K. It is understood that employees cannot be held accountable on Critical Elements for factors outside their control.

L. When there are unresolved differences between the immediate supervisor and the employee regarding Critical Elements and performance standards, the employee may add written comments for consideration and final determination by the second-level supervisor.

M. Employees may be responsible for promoting Agency goals, but will not be held accountable for supervisory goals. Those goals are the responsibility of the individual supervisor. Where possible, these goals will be consistent for all similarly situated series-grade employees.

N. Upon request, when establishing an employee performance plan, supervisors will permit an employee to view relevant sections of the supervisor's performance plan in order to better understand how their CJE's are affected by cascading.

Section 9. Communicating Performance Plans.

A. It is the supervisor's responsibility to communicate the expectations as described in the formal written performance plan to employees within the first 30 days of the appraisal period or within 30 days of the employee's arrival in a new position. The individual employee and supervisor should then agree on the plan by both signing and dating it. However, if the employee and supervisor cannot agree, the plan will still be established. The date the employee signs, or refuses to sign, the plan is the beginning date of the minimum period of performance. If the employee refuses to sign the plan, then the supervisor annotates the disagreement and date in the employee signature block. If the employee disagrees with the plan, the employee may attach a statement of concern to the original performance plan. An employee's initials on a plan, where provided for, indicates only that the plan has been received, not an employee's agreement with the performance plan. The supervisor keeps the original plan and provides the employee a copy.

B. All procedures or requirements referenced in the critical job elements and standards will be communicated to affected employees at the time the employees receive their critical job elements and standards. When an employee is expected to meet a new standard that is different from that referenced in the performance plan, that difference will be communicated in writing.

C. Each critical element and each aspect of the element will be numbered and/or lettered for identification purposes. The Employer will inform the employee, at the time the critical elements and standards are communicated, whether aspects of any critical job elements are to be accorded different priority or criticality. Employees may notify the Union of any changes to their performance plan.

D. The Agency cannot take a performance-based adverse action against an employee whose performance plan: a) has not been in effect for the period of time specified by this Agreement; and b) does not comport with the required contents of a performance plan as set forth in this Agreement.

E. Subsequent discussions on the contents of the Performance Plan shall occur when there is a change in the work situation which materially alters the performance plan, including, but not limited to the following:

1. A change in the supervisor of record;
2. When an employee returns from an extended absence of ninety (90) calendar days or more.

F. Upon request, electronic or hard copies of performance plans shall be provided to the Union.

Section 10. Progress Reviews

A. In addition to the annual performance appraisal, the supervisor will have at least one formal feedback discussion (progress review) with the employee, usually by mid-year. Frequent informal reviews of performance throughout the appraisal period may be requested by the employee or conducted by the supervisor. The progress review(s) should be open, candid, and aimed at improving work products, and provide an opportunity for feedback regarding accomplishments and individual developments. At the employee's request, progress reviews will be captured in writing for review and concurrence by both parties.

Supervisors are encouraged to provide performance feedback to employees on a quarterly basis throughout the rating cycle. Where instances of deficient performance are not conveyed to an employee by the end of the quarter, his/her performance will be deemed at least fully successful unless information on the deficient performance was not reasonably available to the supervisor. Only feedback delivered to the employee by the end of each quarter will be used as a basis for negative impact on the annual rating of record unless: 1) information on the deficient performance was not reasonably available to the supervisor; or 2) the deficient performance represents a pattern starting in one quarter and coming to fruition in a later quarter.

B. The process of monitoring performance is ongoing. Therefore, 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 (classroom and on-the-job), and providing additional coaching, monitoring, mentoring, and other developmental activities, as appropriate, to help improve employee performance until the employee shows improvement. Special emphasis should be given to those cases when an employee's performance indicates a decrease in the overall rating.

C. Progress reviews shall be scheduled at least one week or more in advance in order to allow the employee to provide advance input at the option of the employee. If, during or after the mid-year progress review, an employee is in disagreement with the review or feels the supervisor has failed to note accomplishments, the employee may request a follow-up progress review and request that the supervisor correct or amend the original mid-year progress review.

D. Progress reviews shall be conducted in a manner that protects the privacy and dignity of the employee. With the supervisor's permission, the employee may request that a Union representative be present at a progress review.

E. If performance-related information may adversely affect the employee's rating, the employee will be made aware of the information at least seven (7) calendar days prior to the review in order to facilitate his or her ability to respond and correct inaccurate information. The sources of such information will be annotated in the performance evaluation. Supervisors will not withhold pertinent and objective information necessary to appraisal of the employee's performance. In the interest of full and fair communication, supervisors will communicate areas of improvement, performance issues and other potential negative feedback as soon as practicable.

F. The Agency will grant employees a reasonable amount of administrative time to make written comments concerning any disagreement with a progress review. Such comments will be attached to and retained with the written review. The supervisor will determine the appropriate time for the employee to prepare the written response based on workload demands. Normally, this time will be scheduled no later than three (3) work days after the receipt of the request for administrative time.

G. Progress reviews are not considered ratings of record and therefore are not grievable in and of themselves; however, they may be challenged in the context of a grievance over an assigned rating of record. An exception to the general non-grievability of progress reviews will exist where the progress review serves as part or all of the basis for denying an employee a benefit obtained through collective bargaining such as overtime, flexiplace, or AWS and where such denial gives rise to the filing of a grievance. This subsection is intended to apply only to the feedback delivered in the progress review and not to any contractual or legal provision contained in this Article.

H. When a review of an employee's work performance is made by a manager above the employee's immediate (or first line) supervisor and that review produces negative feedback with respect to that employee's performance, the procedural requirements set forth in paragraph "E"

of this section will apply. Wherever possible, the employee will be given the opportunity to meet and/or discuss the matter with the higher-level supervisor who provided the performance-related comments.

Section 11. Interim Ratings

A. Interim ratings must be prepared for employees who have been under a performance plan for the minimum period of performance when the employee completes a detail, is reassigned to another EPA organization, or when the employee's supervisor, having supervised the employee for the minimum period, departs from that supervisory position. (If less than the minimum period of performance, only performance highlights or problems will be provided.) This rating will be shared with the employees.

B. The supervisor must indicate all measurement sources used in preparing the interim rating.

Section 12. Timing of the Appraisal

A. Performance appraisals (ratings of record) are scheduled to be performed annually within 30 days of the close of the appraisal period. Under special circumstances, appraisals may deviate from that schedule:

B. If the employee has not completed the minimum period of performance by the end of the performance cycle, then the rating of record is given at the end of the minimum period. (This section does not apply to employees moving into a new position in the last month of the annual rating cycle, in which case they will be rated based upon their previous position.)

C. Whenever an employee leaves EPA after having served the minimum period of performance, the supervisor will prepare a performance rating if so requested by the employee. This will be forwarded to the servicing HRO and placed in the employee's Employee Performance File.

Section 13. Assessing Employee Performance.

A. The rating process requires the supervisor to assess the employee's performance accomplishments against the standards contained in the performance plan.

B. 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 (email or hardcopy) to submit for his or her manager's consideration.

C. The supervisor will give due consideration to an employee's self-assessment.

D. Employees may make written comments concerning any disagreement with an annual appraisal within fourteen (14) calendar days of receipt. Such comments will be attached to and become part of the appraisal. This period will not impact the time for filing a grievance under Article 34.

E. Employees may 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.

F. Annual ratings of record will reflect the employee's performance for the appraisal period unless the information necessary to make such an appraisal is not available.

G. An employee may sign or not sign their performance appraisal. Signature indicates receipt only, not concurrence.

H. Only critical elements will be used to determine an employee's summary rating on their performance appraisal..

I. An employee's performance rating will be based strictly on his or her performance against those critical elements that apply during the appropriate performance rating cycle.

J. Performance plans will be applied in a uniform manner for all employees with substantially similar critical elements and standards and with similar working conditions, with particular attention to employees performing the same job in the same work unit.

K. Employees whose primary language is not English, or whose supervisor's primary language is not English, or who have disabilities with respect to hearing or speaking, will not be disadvantaged in their performance appraisal by their less frequent use of direct verbal contact.

L. Cascaded goals do not alter the requirement that any evaluation of employee performance be based on individual performance against critical job elements in the performance plan.

Section 14. Appraising Disabled Veterans.

As prescribed by Executive Order 5396 and 5 CFR 430.208(f), the performance rating for a disabled veteran will not be lowered because the veteran has been absent from work to seek or receive medical treatment.

Section 15. Protected Union Activities & Collateral Duties.

A. No union representative shall be prejudiced or adversely affected for using official time for authorized representational activity. Only time spent performing work related to an employee's elements and standards will be considered in performance appraisals. Union representational functions will not be considered a factor when evaluating critical elements.

B. Authorized time spent performing collateral duties will not be considered a negative factor when evaluating critical elements.

Section 16. Sources of Appraisal Input.

The written performance standards and sources of appraisal input will be applied in a fair and understandable manner. The supervisor is responsible for obtaining the performance data required to accurately assess the employee's performance. The feedback will be factual and relevant to the performance plan. If the information may adversely affect the employee's rating, the employee will be made aware of the information in order to facilitate the ability to respond to the information and provide clarification. Supervisors will not knowingly withhold pertinent information necessary to the appraisal of the employee's performance.

Section 17. Rating an Element

The supervisor is responsible for obtaining the performance data required to accurately assess the employee's performance. Employees are encouraged to provide their supervisor with a written self-assessment (e.g., list of accomplishments completed) at the end of the appraisal period. After reviewing the employee's self-assessment and other appraisal input against the performance plan, the supervisor will assign a rating to each performance element. The rating level for each critical element is O, EE, FS, MS or U.

Section 18. Assigning the Summary Level

The employer has determined that once all of the performance elements have been rated, the supervisor will assign the summary level (rating) as follows:

Outstanding (O): One-half or more Critical Elements are rated Outstanding, none lower than Exceeds Expectations.

Exceeds Expectations (EE): One-half or more Critical Elements are rated Exceeds Expectations or higher, none lower than Fully Successful.

Fully Successful (FS): Majority of Critical Elements are rated Fully Successful and none lower than this level.

Minimally Satisfactory (MS): One or more Critical Elements are rated Minimally Satisfactory, none are Unsatisfactory.

Unsatisfactory (U): One or more Critical Elements are rated Unsatisfactory.

Section 19. Approving the Rating of Record

If the summary level is Outstanding, Exceeds Expectations or Fully Successful, the supervisor must sign and date the form to approve the rating of record. A rating of record of Minimally Satisfactory or Unacceptable requires a higher-level supervisory review. If the rating of record is Minimally Satisfactory, the employee will be given an informal Performance Assistance Plan (PAP) to improve his/her performance to at least the Fully Successful level. If the rating of record is Unsatisfactory the employee will be given an opportunity to demonstrate Fully Successful performance in accordance with law and regulation, unless the rating of record has been assigned at the end of a performance improvement plan.

Section 20. Documenting the Rating

Official documentation of the rating of record consists of the established performance plan, showing the rating of each assigned element, combined with the completed cover sheet containing the rating of record, signatures, and comments. Additional pages may be used if required.

Section 21. Communicating the Rating

Following approval of the rating of record, the supervisor meets privately with the employee to conduct the appraisal interview. No more than one (1) supervisor will be present during the appraisal interview, unless otherwise agreed to by the employee. At the conclusion of the interview, the employee will initial the cover sheet. An employee's initial on the cover sheet indicate only that the rating has been received, not an employee's agreement with the performance appraisal. The date the employee signs or refuses to sign the cover sheet is considered the date the rating of record was communicated to the employee. The employee will receive a copy of the rating no later than three days following the appraisal interview.

Section 22. Record Keeping

The servicing HRO will maintain the original appraisal package in an Employee Performance File (EPF) as required by law and regulation.

Section 23. Employee Development (new section 24)

A. Employees shall be informed of the opportunity to create an individual development plan (IDP) during their appraisal interview and progress review.

B. The supervisor shall have at least one formal discussion concerning career goals and individual development needs with an employee every year. This may be conducted contemporaneously with the appraisal interview. An individual development plan (IDP) identifies developmental needs and career objectives. An IDP is required if requested by the employee. The IDP process may include conducting a self-assessment, obtaining assessments from others, and identifying opportunities for career growth. If a supervisor identifies required training, he or she will notify the employee and, if applicable, annotate the IDP.

Section 24. Performance Assistance

Continuous, informal feedback between the supervisor and employee is essential to ensure an atmosphere that maintains successful performance. However, if at any time during the appraisal year the supervisor identifies that an employee's performance has fallen from Fully Successful to Minimally Satisfactory which may affect the employee's rating, he or she will meet with the employee in an informal meeting/counseling session to work collaboratively to correct the problem. If the employee or the supervisor believes that additional assistance, such as developing an informal performance assistance plan (PAP) is needed to correct the problem, and if the supervisor concurs, a union representative may be requested to participate in that session.

Even if the supervisor does not concur with an employee's request for inclusion of the Union in the collaborative development of the PAP, the employee may still, at his/her discretion, elect to seek assistance from the Union outside of the supervisor-employee PAP collaboration process. The counseling session regarding development of the PAP will be documented in writing, with a copy provided to the employee.

A. The plan will afford the employee an opportunity of at least 45 days to resolve the identified performance-related problem. A written PAP indicates that the employee's performance is below Fully Successful. However, no rating of record will be assigned until completion of the PAP.

B. The PAP will be tailored to the employee's specific needs and may include formal training, on-the-job training, counseling, assignment of a journeyman mentor, or other assistance as deemed appropriate.

C. The purpose of the period of assistance is to help the employee improve his/her performance to the Fully Successful level. The supervisor will provide assistance to the employee to facilitate the employee reaching the Fully Successful level.

D. At any time during this assistance period or at the end of the PAP period, the supervisor may determine that assistance is no longer necessary due to improved, sustained performance at the Fully Successful level. The supervisor will provide the employee with a written notice of this determination.

E. Notwithstanding the above, if at any time during the assistance period the employee's performance is determined to have dropped to Unsatisfactory in one or more critical elements, a formal performance improvement plan shall be initiated under Section 25.

Section 25. Performance Improvement Plan (PIP)

If the supervisor determines that the employee's performance in one or more of his or her critical elements is Unsatisfactory, the supervisor shall develop a written PIP in consultation with the employee, and if requested by the employee, a union representative.

It is in the Parties' best interest to address performance issues as soon as they are discovered. Therefore, although an employee may be immediately placed on a PIP, corrective action should be taken as soon as performance is seen to drop below the Fully Successful level. Ordinarily, and in conformance with Sections 10 and 25, this should result in a PAP being issued to the employee before the issuance of a PIP. If the employee so elects, s/he may notify the Union of the PIP meeting and they will be allowed to be present to participate in part or all of the collaborative process to develop a plan to correct the problem. The employee, at her or his own volition, may also contact and work with the Union outside the PIP meeting.

A. A PIP is a document intended to identify an employee's performance deficiencies, actions the employee must take to improve performance, and provisions for counseling, training or other assistance designed to improve performance to Fully Successful. Placement on a PIP constitutes

a formal opportunity period as required by 5 USC 4302(b)(6).

B. The employee's performance rating must be based on at least 90 days under an assigned critical element in which performance is determined to be Unsatisfactory. A PIP must be presented to an employee within 15 working days after the employee is notified in writing of Unsatisfactory performance by the receipt of a new rating of record with a summary rating of Unsatisfactory.

C. A PIP should be in the form of a memorandum from the immediate supervisor to the employee. A specified beginning and ending date should designate the length of time the PIP will be in effect (not less than 60 calendar days); the length of the PIP will depend on the nature of the position and the performance deficiencies involved, and the length of time reasonably required to demonstrate Fully Successful performance. The following information should be included in the PIP:

- (1) The employee's name, position title, series, grade, and organizational location;
- (2) The basis for the PIP, e.g. performance at Unsatisfactory level on one or more critical elements;
- (3) A restatement of the assigned critical element(s) in which the employee is performing unacceptably and a description of how the performance was determined to be deficient in relation to the performance plan;
- (4) References to any previous counseling sessions conducted during the appraisal period;
- (5) A specific description of the requirements that must be met, in terms of quality, quantity, timeliness, manner of performance, or other measure of performance for work to be determined Fully Successful. Numerical criteria or bench marks used by the supervisor to interpret a performance standard must also be stated;
- (6) A similar explanation of what will constitute Unsatisfactory performance;
- (7) Examples of ways the employee can improve performance and a description of the various kinds of assistance the employee will receive during the PIP;
- (8) A schedule of any periodic performance reviews that will be conducted - during the PIP;
- (9) A list of assignments with due dates or completion dates, if appropriate;
- (10) A statement that the employee is expected to maintain Fully Successful performance in the remaining critical elements; and
- (11) Notification that failure to improve performance to Fully Successful will result in a reassignment, reduction in grade or removal.

D. Implementation of a PIP.

- (1) The supervisor dates the PIP and sends it to the next higher level supervisor for approval;
- (2) The supervisor will meet and discuss the approved PIP with the employee. The employee signs the PIP and is provided a copy. The employee's signature signifies receipt, not concurrence. If the employee refuses to sign, the supervisor will annotate the PIP and date the annotation;
- (3) The supervisor sends the PIP to the servicing HRO along with the original performance agreement and rating package. The PIP will be filed in the EPF. It will be removed and destroyed if the employee's performance improves to Fully Successful and remains there for one year from the beginning of the PIP.

E. Terminating or Extending a PIP. A PIP may be terminated or extended in certain situations. In such cases, the action will be documented by a memorandum to the employee and a copy to the servicing HRO for inclusion in the EPF.

- (1) A PIP will be terminated if the employee is reassigned to a different position at the same or different grade. The PIP is not continued in effect in the new position. The PIP will be removed from the EPF and destroyed after one year of Fully Successful performance.
- (2) A PIP may be terminated if the employee's performance improves to Fully Successful prior to the expiration of the PIP;
- (3) A PIP will be removed from the EPF and destroyed when the employee leaves the Agency;
- (4) A PIP may be extended at any time with the approval of the higher level supervisor.
- (5) Notwithstanding the existence of an ongoing PIP, an employee may request a transfer to another position as a means of resolving the performance issue. An employee shall not be forced to successfully complete the PIP before moving on to another position.
- (6) The Employer should consider a reassignment before instituting a reduction in grade or termination.

F. Expiration of a PIP. If a PIP is not extended or terminated by the designated expiration date, the supervisor must notify the employee of the status of his /her performance. If the employee's performance has improved to Fully Successful, the supervisor must prepare a new rating of record if the opportunity period was triggered by an annual rating of Unsatisfactory. The new rating will be sent to the servicing HRO, with the employee and supervisor each retaining a copy. The servicing HRO will substitute the new rating of record for the previous one, and destroy the previous rating of record.

Section 26. Grievability

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. If dialogue between an employee and his/her supervisor does not resolve the matter, the employee may file a grievance in accordance with the negotiated grievance procedure article in the parties' collective bargaining agreement (CBA).

Section 27. Advisory Board

1. The parties agree to form a joint Union Management Advisory Board to review, evaluate and make recommendations for changes in the development and operation of PARS including but not limited to training programs to address areas of concerns (e.g., consideration of problems identified in grievances), surveys and work studies, and implementation issues for PARS. During evaluations and voting procedures, the Union representatives shall serve as participating members of the committee.
2. The Advisory Board will be comprised of four (4) members: two (2) members selected by the NTEU National Office; and two (2) members to be selected by the Agency. Bargaining Unit members of the Advisory Board will be granted official time for all meetings and work performed in connection with Board, absent workload exigencies. Every effort will be made to schedule Advisory Board meetings such that BU members will be able to attend. The Agency agrees to pay travel and per diem for each BU team member outside the commuting area of the meeting location.
3. The recommendation(s) of this Advisory Board will be submitted to the Assistant Administrator of the Office of Administration and Resource Management, or her or his designee who will seriously consider the recommendations. The Board may request a decision in writing.
4. The Advisory Board will meet at least semi-annually.
5. Because the program set forth in this section is intended to be innovative and evolutionary in nature, and because its fairness and effectiveness is critical to the Agency achieving its mission, the Agency and Union will jointly evaluate the fairness and effectiveness of this multi-level performance management system annually.
6. A written report summarizing the findings and recommendations for the PARS system will be jointly authored by the Agency and the Union and will be made available by June 1 of each year. When the parties cannot reach consensus on findings and recommendations, they may issue separate documents.
7. The Union shall have the right to conduct independent studies. The Union also has the right to request information from the Agency, per 5 USC 7114, to support these studies.

Section 28. Supplemental Provisions

1. A copy of this agreement will be posted on the EPA intranet.

2. Should the Agency decide in the future to broadly deploy uniform critical elements and standards affecting employees represented by NTEU, it will bargain the impact and implementation of such a decision with a designated national NTEU representative.

3. All provisions of the CBA not specifically addressed by this agreement will remain in force and without change.

4. This agreement replaces Article 9, "Employee Performance Evaluation" and is considered to be part of the terms of (and may be re-negotiated under) the collective bargaining agreement as it is governed by Article 33 of that agreement in regard to mid-term negotiations. Further, the Parties understand that recommendations of the Advisory Board may trigger a re-opener of this agreement.