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Article 21

Performance

Section 1. Introduction

SSA will strive for continuous improvement in Agency performance to fulfill its commitment to providing quality public service. The Agency has decided to implement a ~~three-tier~~ **pass/fail** performance **system and plan that, the** ~~Performance Assessment and Communication System (PACS).~~ The PACS provides managers with an effective and equitable system for managing employee performance.

Section 2. Overview

~~A. PACS uses a three-tier rating system for ratings on individual performance elements and for the summary appraisal rating.~~

~~Most employees will be rated on four standard elements. The PACS offers three summary appraisal rating of record levels with clear distinctions among those performance levels to differentiate between high performing employees (Level 5 — Outstanding Contribution), the more typical successful employees (Level 3 — Successful Contribution), and employees whose performance is clearly failing (Level 1 — Not Successful).~~

24

25 ~~B.—New hires and trainees may serve under special pass/fail performance plans~~
26 ~~during their initial appraisal period. This special provision for new hires and~~
27 ~~trainees recognizes that the first year of employment in their new SSA positions~~
28 ~~may be spent in formal classroom and on-the-job training and allows these~~
29 ~~employees additional time to demonstrate performance in all elements of their~~
30 ~~positions.~~

31

32 ~~C. The PACS is used to make certain personnel decisions.~~

33

34 ~~Within-Grade Increase – An employee who has attained an appraisal rating of~~
35 ~~“Successful” will be entitled to a within-grade increase, as long as current~~
36 ~~performance is consistent with the rating of record.~~

37

38 ~~An appraisal rating of at least “Successful” is required in order to be considered~~
39 ~~for awards and/or promotions.~~

40

41 ~~The performance appraisal will be considered in making determinations~~
42 ~~regarding reductions in force (RIF) in accordance with Article 14 of this~~
43 ~~agreement.~~

44

45 **Accomplishment of the agency mission is intended to be achieved within**
46 **an environment that recognizes the interdependence of employee**
47 **contributions and thus promotes teamwork.**

48 **Improvement in agency performance will be sought by analyzing work**
49 **processes and correcting systemic problems and/or revising processes, as**
50 **appropriate. Consistent with SSA's commitment to an environment that**
51 **promotes teamwork, the accomplishment of group or team objectives will**
52 **be the cornerstone of performance assessment.**

53 **To promote teamwork and eliminate employee competition fostered by the**
54 **agency's 3-level system, a simplified performance assessment system will**
55 **be employed. The purpose of the performance assessment system agreed**
56 **to in this article is to provide a framework for honest feedback and open,**
57 **two-way communications between employees and their supervisors. The**
58 **system focuses on contributions within the scope of the employee's job**
59 **description in achievement of SSA's overall service mission.**

60 **Accomplishment of objectives is intended to be achieved within a**
61 **teamwork environment. The assessment system includes an annual written**
62 **certification of achievement for each employee. The main emphasis of this**
63 **system is day-to-day interaction among employees and supervisors which**
64 **includes the implementation of modern and flexible work practices where**
65 **the agency's objectives are emphasized by progressive personnel**

66 **management.**

67

68 **The parties intend for it to be viewed as a positive building block in the**
69 **foundation of a new relationship based on shared interests and mutual**
70 **objectives.**

71 **The assessment system will emphasize:**

- 72 ○ **Employee Development;**
- 73 ○ **Administrative Simplicity;**
- 74 ○ **The evolution of the supervisor's role to team leader and coach;**
- 75 ○ **Overall employee contributions rather than one or more "Generic**
76 **Job Tasks;"**
- 77 ○ **Recognition of special skills and contributions such as translation**
78 **and interpretive activities done as part of or in addition to regular job**
79 **duties;**
- 80 ○ **Group goals, not generic job tasks.**

81 **In short, individuals will be viewed "holistically," in a performance**
82 **environment that is meant to accentuate the positive.**

83 **The assessment system will not:**

- 84 ○ **Be used as a disciplinary tool;**

- 85 ○ **Foster individual competition--rather it will encourage unit and group**
- 86 **achievement of the Agency's Mission;**
- 87 ○ **Be based on numerical goals and/or numerical performance levels;**
- 88 ○ **Be punitive, adversarial or labor-intensive.**

89 **An annual certification of "successful" assures employees of entitlement to**
90 **within-grade increases, basic eligibility for promotion consideration, basic**
91 **eligibility for award consideration and serves as a positive, tangible**
92 **assertion that the employee is in good standing.**

93

94 **Section 3—Policy**

95 **A. The provisions of this article apply to all bargaining unit employees in**
96 **the competitive and excepted service, including wage system employees,**
97 **except employees excluded by law or 430.101 CFR.**

98 **B. The employee performance system in its entirety and its application will**
99 **be fair, equitable, reasonable and related to the employee's position**
100 **description.**

101 **C. The agency will not prescribe a distribution of levels of ratings for**
102 **employees covered by this agreement. Each employee's performance will**
103 **be judged solely against the performance standards applicable to his/her**
104 **job.**

105 **D. In order to foster accountability, SSA will provide each bargaining unit**
106 **employee with the position descriptions and performance plans of his/her**
107 **rating and approving officials, and will encourage all employees to supply**
108 **advisory ratings of these officials to those officials' first line supervisors**
109 **and to the Union, for each performance element, up to three times per year.**
110 **Anonymous advisory ratings will be allowed for those employees who fear**
111 **reprisal or retribution.**

112

113 Section 4. Definitions of Commonly Used Terms

114

115 A. Performance Elements are work assignments and responsibilities that are key
116 to achieving the Agency's mission and goals and reflect the Agency's
117 commitment to providing outstanding public service.

118

119 B. Critical element means a work assignment or responsibility of such
120 importance that unacceptable performance on the element would result in a
121 determination that an employee's overall performance is unacceptable.

122

123 C. Performance standard means the management approved expression of the
124 performance threshold(s), requirement(s), or expectation(s) that must be met to
125 be appraised at a particular level of performance. A performance standard may
126 include, but is not limited to, quality, quantity, **and** timeliness, ~~and manner of~~
127 performance.

128

129 Performance standards provide the framework for the expectations of what
130 employees will accomplish and how it will be done. Employees are only rated on
131 the standards that are applicable to them.

132

133 D. Performance plan means all of the written, or otherwise recorded,
134 performance elements that set forth expected performance. A plan must include
135 all critical and non-critical elements and their performance standards.

136

137 ~~E. Alignment Statement is a standardized form that managers will provide to~~
138 ~~employees to facilitate discussion regarding how their work contributes to~~
139 ~~achievement of Agency goals and objectives. The statement may be~~
140 ~~supplemented with information about component goals and targets.~~

141

142 E. Rating of record means the performance rating prepared at the end of an
143 appraisal period for performance of agency-assigned duties over the entire
144 period and the assignment of a summary level within a pattern (as specified in
145 Sec. 430.208(d)), or in accordance with Sec. 531.404(a)(1) of this chapter (Code
146 of Federal Regulations). ~~There are three summary appraisal levels for this~~
147 ~~performance plan: Outstanding Contribution (Level 5); Successful Contribution~~
148 ~~(Level 3) and Not Successful (Level 1).~~

149

150 F. Progress review means communicating with the employees about
151 performance compared to the performance standards of critical and non-critical
152 elements.

153

154 G. New Hires – External hires who are new to the Social Security Administration.

155

156 H. Trainees – Employees, both external hires and employees
157 promoted/transferred to a new position, who management determines need a
158 structured period of training, including on-the-job training and mentoring, to
159 perform the basic duties of the position.

160

161 ~~J. Element Average—The average of the performance element ratings which is~~
162 ~~used to determine eligibility for awards. It is a computation summary derived in~~
163 ~~the performance evaluation process. Each performance element in the~~
164 ~~employee's appraisal is assigned a rating of 1, 3, or 5. The individual~~
165 ~~performance element ratings of 3 and 5 are added together and the total is~~
166 ~~divided by the number of performance elements and the resulting number is the~~
167 ~~Element Average.~~

168

169

170 **I. Performance-Accomplishment of work assignments or responsibilities.**

171

172

173

174 Section 5. Length of Appraisal Period

175

176 A. The ~~PAGS~~ appraisal period is one year. The appraisal period is normally
177 from October 01 through September 30. A rating of record will be prepared at the
178 end of the appraisal period and issued to the employee within 30 days of the
179 completed appraisal period.

180

181 B. The minimum appraisal period for employees is 120 days. Employees must
182 be under a performance plan for a minimum of 120 days to be eligible for an
183 annual performance appraisal at the end of their appraisal period. Employees
184 serving in a probationary period will not receive a rating of record until after
185 completion of their probationary period.

186

187 C. Employees who have been under their performance plan for less than 30
188 days and are approved for an extended absence in excess of 150 days will begin
189 a new minimum appraisal period upon their return to duty. This does not preclude
190 the appraising official from considering the employee's performance during the
191 period the employee was under the performance plan for less than 30 days.

192

193 Section 5 - Expectation Discussions

194

195 A. At the beginning of the appraisal period, **or upon entry into a new position,**
196 the appraising official and the employee will meet **one-on-one** to discuss the
197 performance expectations **that apply to that employee for the current**
198 **appraisal period. Jointly, the employee and the appraising official will** ~~se as~~
199 ~~to attempt to arrive at a full and complete~~ **develop a common** understanding of
200 ~~what is required to achieve the successful contribution performance level~~
201 ~~described in the plan~~ **performance standards, performance expectations, and**
202 **critical elements to be used and applied in assessing the employee's**
203 **performance during the appraisal period. The standards and critical**
204 **elements shall be in writing and initialed by the employee and the**
205 **appraising official, with initials indicating that each has seen and**
206 **discussed the written items. If the Agency will have more than the**
207 **appraising official and the employee in attendance at this meeting, the**
208 **meeting will be considered a formal discussion, and the Agency will**
209 **provide the Union advance notice and the opportunity to be present and**
210 **participate.** ~~Expectation discussions provide meaningful context to performance~~
211 ~~standards and provide a means to align employee contributions to Agency goals~~
212 ~~and objectives.~~

213

214 **The appraising official shall incorporate the initialed standards and critical**
215 **elements into the performance plan and provide the employee with a full**
216 **explanation of how the appraising official will apply the performance**
217 **standards, including the documentation that Management will use in**

218 **assessing performance under each critical element. Once the appraising**
219 **official has communicated the standards and identified the critical**
220 **elements, both the appraising official and the employee will discuss how**
221 **fulfilling expectations would result in a successful rating.**

222

223 B. The discussion will also include an explanation of the performance plan
224 terminology, the method(s) to be used to determine the level of performance in
225 each Element, the nature and type of work product or other result to be counted,
226 reviewed, or otherwise monitored. The discussion ~~may~~ **will** also include
227 examples of the performance requirements for ~~Level 3 as they relate to the~~
228 ~~requirements for~~ the Successful Contribution Level. The discussion shall attempt
229 to avoid subsequent misunderstandings about the performance expectations and
230 their application to the employee's performance.

231

232 C. An employee shall not be rated on a performance standard that was not
233 disclosed to him/her as part of a written performance appraisal plan.

234 **Performance standards will be directly related to the official position**
235 **description of the employee and their application will be fair, equitable,**
236 **objective, and reasonable.**

237

238 ~~D. If the Agency decides to use numerics as performance standards, it will~~
239 ~~clearly be identified as such.~~

240

241 D. The appraising official will document the expectations discussed with the
242 employee. ~~The documentation may be a short statement or a bullet list of the~~
243 ~~expectations conveyed to the employee.~~ Standard expectations ~~may~~ **will** be
244 developed for standard positions. ~~This~~ **All** documentation **pertaining to this**
245 **discussion** will be filed in the employee's SF-7B Extension File ~~as part of the~~
246 ~~PACS~~ and a copy will be given to the employee.

247

248 E. Subsequent expectation sessions ~~should~~ **will** be held when there is a change
249 in the work situation such as:

250

251 a change in the supervisor of record,

252

253 a detail,

254

255 a change in component goals or objectives, or

256

257 a return to duty from an extended absence of one hundred and twenty (120) days

258 or more.

259

260 Section 6. Appraisal Period Mechanics

261

262 **A. Development and Communication of Standards and Expectations**

263 **1. To fulfill its obligation to encourage employee participation in the**
264 **development of performance standards under 5 USC 4302(a)(2), the**
265 **Agency will meet with the Union annually to discuss performance**
266 **standards for bargaining unit positions for the coming appraisal**
267 **cycle. The Union may present recommendations and supporting**
268 **evidence regarding the performance standards. The Agency will**
269 **consider the Union's presentation in good faith and will advise the**
270 **Union of the results of the Agency's review in writing. This process**
271 **will be completed prior to October 1 each year.**

272 **2. The Union will be provided copies of critical job elements and**
273 **standards for all employees covered by this Agreement, and will be**
274 **notified and provided opportunities to attend and participate in any**
275 **meetings that rating and approving officials have with employees to**
276 **present or discuss performance standards. The parties agree that**
277 **such meetings constitute formal discussions.**

278 **3. The Union will be provided copies of critical job elements and**
279 **standards for all employees covered by this agreement. The Union**
280 **will be afforded opportunities, at the Component level, to bargain**
281 **before said critical elements and standards are implemented and**
282 **issued to the employee, and before deletions are made in job**
283 **elements, performance standards, or the aspects that make up the**
284 **job elements. Bargaining will address these matters, and will also**

285 **include, but not be limited to, procedures and arrangements**

286 **regarding performance measurement, reviews, and audits.**

287 **4. The parties agree to negotiate reduced workloads for union officials**

288 **other than full-time union officials, who are projected to use at least**

289 **25% of their paid hours to perform EEO and union activities on**

290 **official time. Notice of such projection will be provided by the union**

291 **representative's Local President, Regional Vice President or other**

292 **level of the union.**

293

294 **A B.** Issuing Performance Plans

295

296 Supervisors will issue performance plans to employees no later than 30 days

297 from the beginning of their appraisal periods.

298

299 Supervisors will meet with employees ~~individually~~ **one-on-one** to discuss their

300 performance plans at the time they are issued. In the context of this discussion,

301 supervisors will:

302 discuss employee performance elements, standards and expectations that

303 will be used to evaluate the employee, **in accordance with Article 21,**

304 **Section 5 A-D, above.**

305

306 ~~identify numeric data that may be considered in measuring employee progress~~
307 ~~and contributions.~~

308

309 discuss employee development needs and opportunities, the employee's **and**
310 **supervisor's** commitment to success and the relationship between
311 contributions and employee recognition, **including the Article 17 Awards**
312 **program and all other award and recognition programs.**

313

314 Employees and their supervisors will sign the performance plan to acknowledge
315 that the performance plan has been issued and the initial performance discussion
316 has been held. A copy of the signed performance plan **and all documentation**
317 **pertaining to the discussion** will be given to the employee and the original will
318 be placed in the SF-7B Extension File.

319

320 Managers may meet with employees collectively, in addition to individual
321 performance discussions, to convey information that is general for all employees,
322 such as unit/team ~~goals~~ **expectations.**

323

324 B. Monitoring Performance and Communications

325

326 Ongoing two-way communication between the ~~manager~~ **supervisor** and the
327 employee is an effective tool for successful performance. Discussions should be
328 a candid, forthright dialogue between the ~~manager~~ **supervisor** and the employee

329 aimed at improving performance, the work process, or product. These
330 discussions will provide the employee the opportunity to seek further guidance
331 and understanding of his/her work performance, to surface needs, or to
332 participate in a dialogue about his/her contribution. Discussions may be initiated
333 by the manager or by the employee.

334

335 Supervisory conclusions based upon observations of an employee by
336 ~~management~~ will be timely communicated to the employee **as soon as possible**
337 **after the observation has been made, normally the same day.** ~~during informal~~
338 ~~discussions and/or the progress review.~~ If the employee disagrees with the
339 supervisory conclusions on individual cases or overall performance to date,
340 he/she may provide management with written rebuttals that will be placed in the
341 SF-7B Extension File.

342

343 An employee may inform his/her appraising official in writing, which includes
344 Email, of factors beyond his/her control that have affected his/her performance.
345 The appraising official will consider such factors when evaluating performance for
346 the appraisal period. The written documentation will be placed in the employee's
347 SF-7B Extension File.

348

349 C. Formal Performance Discussion

350

351 At least ~~once~~ **twice** during the appraisal period, **approximately one-third and**
352 **then two-thirds of the way through the appraisal period,** ~~management the~~
353 **rating official** will have a documented performance discussion with each
354 employee regarding the employee's performance. **The progress review will**
355 **indicate to the employee what the employee's rating would be at that time**
356 **for each critical element and what would be necessary for the employee to**
357 **improve. If the rating official determines that an employee is not**
358 **performing at a fully successful level, he/she shall provide that information**
359 **to the employee during that progress review.** During the discussion,
360 management should discuss the employee's contributions and results achieved
361 within each performance element, reinforce expectations, and identify needs for
362 performance improvement.

363

364 To ensure that all performance related activities are identified and documented,
365 employees ~~should~~ **may** provide feedback about their contributions to managers.

366

367 ~~Managers~~ **Supervisors** ~~should~~ **will** document the content of performance
368 discussions. ~~The documentation may be a short statement or a bullet list~~
369 ~~highlighting individual accomplishments and/or contributions.~~ **Employees, and**
370 **their union representatives if requested, will be able to see the performance**
371 **related information about themselves stored in the system. Employees will**
372 **be given a reasonable amount of time during their regular work schedules**
373 **and the right to enter into the system their own achievements, successes**

374 **and rebuttals to any information they believe is inaccurate. The system will**
375 **not allow anyone to change anything that was entered by another person**
376 **(i.e., supervisors cannot change an employee's entries).**

377

378 Employees and supervisors will sign the performance plan to acknowledge that
379 the formal discussion was held. ~~The~~ **All documentation pertaining to the**
380 **discussion** will be placed in the SF-7B Extension File and a copy given to the
381 employee.

382

383 D. Annual Performance Appraisal

384

385 ~~Supervisors~~ **The rating official** will schedule time **for a one-on-one meeting**
386 with the employee to issue his/her **proposed** rating of record within 30 days of
387 the end of the employees' appraisal period. **At the agreed-upon scheduled**
388 **time, the proposed rating and any comments or findings regarding the**
389 **employee's performance during the appraisal period will be provided in**
390 **writing, along with all documentation relied upon in determining the**
391 **proposed rating.**

392

393 **If the employee disagrees with the rating and/or any comments or findings**
394 **regarding his/her performance, the employee may request reconsideration**
395 **with the rating official within three (3) days. The employee may submit a**
396 **written rebuttal and provide any additional documentation to support the**

397 **reconsideration request. A reasonable amount of duty time will be provided**
398 **for the employee to gather documentation and prepare the response.**

399

400 **Within three (3) days after the submission of the reconsideration request,**
401 **the rating official will meet with the employee, one-on-one, to issue the final**
402 **rating. If the rating official denies any part of the reconsideration request,**
403 **he/she will timely provide the employee with a written explanation stating**
404 **the reasons for the denial. If the employee still disagrees with any part of**
405 **the final rating, he/she may file a complaint or grievance in accordance with**
406 **Articles 18 or 24 of this Agreement**

407

408 If employees have not served under their performance plans for the minimum
409 appraisal period, their annual performance appraisal will be postponed until the
410 120 day appraisal period has been completed.

411

412 ~~Annual performance appraisals for new employees who are not covered by the~~
413 ~~PACS New Hires and Trainees (NHT) procedures will be postponed until one of~~
414 ~~the following conditions are met:~~

415

416 ~~the probationary period is completed, or~~

417

418 ~~the trial period for term appointment is completed, or~~

419

420 ~~the initial excepted service appointment not limited to 1 year or less is completed.~~

421

422 E. Optional Employee Self-Assessment

423

424 Employees will be provided the option of completing a one page, end-of-cycle
425 self-assessment highlighting their contributions and accomplishments relating to
426 the performance plan. Employees, who wish to submit a self-assessment, must
427 do so no later than 10 days after the end of their appraisal period. A reasonable
428 amount of time, ~~as determined by the supervisor,~~ will be provided for this activity.

429 **If the rating official does not fully concur with the self-assessment, the**

430 **employee will receive a written explanation within 5 days.** Self-

431 assessments ~~and rating official replies should~~ **will** be maintained in the SF-7B

432 Extension File.

433

434 F. Feedback from Workgroup/Special Projects/Details

435

436 Rating officials are responsible for obtaining feedback regarding an employee's
437 performance on workgroups, special projects, or details outside the normal work
438 unit when the activity ~~would~~ **could** have an impact on the determination of the
439 employee's performance. In determining ~~whether to solicit feedback~~ **the weight**
440 **to give to this performance**, consideration should be given to the activity,
441 duration of the activity, and the amount of time the employee spent on the
442 activity.

443

444 Feedback ~~should~~ **will** be obtained in writing from the supervisor responsible for
445 the workgroup, project or detail. The assignment supervisor may include
446 feedback obtained from a non-supervisory project leader, ~~technical expert~~ or
447 team leader. Employees ~~should~~ **will** be given a copy of the feedback and
448 provided an opportunity to include comments. Feedback information ~~should~~ **will**
449 be maintained in the SF-7B Extension File.

450

451 **G. Application of Performance Standards and Considerations In Assessing**
452 **Performance**

453

454 **When assessing performance, the Agency will apply performance**
455 **standards fairly and equitably. Performance standards will be directly**
456 **related to the employee's official duties as listed on the position**
457 **description. Performance standards will be applied uniformly for like duties**
458 **in like circumstances.**

459

460 **An employee shall not be rated on a performance standard or performance**
461 **criteria that was not disclosed to him/her as part of a written performance**
462 **appraisal plan.**

463

464 **No employee shall be assessed on performance related to “any other**
465 **duties as assigned” which are not expressly stated in the employee’s**
466 **position description.**

467

468 The Agency, when assessing performance, will consider factors which affect
469 performance that are beyond the control of the employee. **No employee shall**
470 **be held responsible for factors beyond their control, including, but not**
471 **limited to:**

- 472 **a. use of annual leave, sick leave, administrative leave, LWOP,**
473 **credit hours, or other type of approved leave**
- 474 **b. understaffing of positions necessary to process workloads**
- 475 **c. lack of available time to process workloads, especially**
476 **complex or time-intensive workloads**
- 477 **d. delays in processing caused by administrative actions, lost or**
478 **misdirected mail, computer system problems, etc.**
- 479 **e. errors caused by the actions of others**
- 480 **f. management changes in workload priorities**
- 481 **g. use of union official time by union representatives**
- 482 **h. use of official time by complainants, grievants, and witnesses**
- 483 **i. use of official time spent in EEO and EEO-related activities.**

484

485 ~~When numerical goals, guidelines, indicators and pars are factors in appraising~~
486 ~~an employee in a given critical element, m-~~ **Management will consider the**

487 employee's other job assignments and the actual amount of time available to
488 perform the job function being appraised under that critical element.

489

490 ~~Management will also consider the approved use of official time when evaluating~~
491 ~~employee performance.~~

492

493 In the performance of and accounting for Agency work, statistical measures and
494 their application will be reliable.

495

496 The procedures that are used to gather information **about performance and**
497 **measurement of Agency work, and to apply this information** in order to
498 evaluate employee performance, must reasonably ensure the **fair, reliable,**
499 accurate evaluation of performance, **with any statistical data compiled in a**
500 **manner recognized as valid by the statistical community.**

501

502 Management will timely disclose to each employee all records that relate to
503 his/her performance appraisal.

504

505

506 H. Documentation of Annual Performance Appraisal

507

508 Standard forms will be used to document the employees' performance, **to be**
509 **designed jointly by the Union and Management within 60 days of**

510 **implementation of this Agreement.** Rating supervisors will sign and date the
511 annual performance appraisals and make copies of them. Employees will sign
512 and date the copy of their annual performance appraisals to indicate receipt.
513 Employees will receive the original signed appraisals. Copies of appraisals will
514 be maintained in the SF-7B Extension File and recorded on the Agency's
515 automated management information system. Appraisals will be maintained in
516 accordance with SSA's policies and procedures.

517

518 ~~I.—Element Average~~

519

520 ~~In order to differentiate degrees of above average performance to determine~~
521 ~~eligibility for awards, the Element Average will be computed based on the rating~~
522 ~~of each individual element. An Element Average is not computed for those~~
523 ~~employees with a Level 1 rating because they are not eligible for awards.~~

524

525 ~~Only performance element ratings of 3 and 5 will be used.~~

526

527 ~~All elements are given equal weight in computing the element average.~~

528

529 ~~An Element Average is not computed on PACS-NHT appraisals. Those new~~
530 ~~hires and trainees covered by PACS-NHT will be rated on two elements and will~~
531 ~~be rated "Pass" or "Fail". For purposes of awards, "Pass" corresponds to an~~
532 ~~average of 3.0 and "Fail" corresponds to a rating of 1.0.~~

533

534 Section 7. Procedures for Marginal and Failing Performance

535

536 The procedures for dealing with marginal and failing performance apply to **all**
537 employees **covered by this Agreement, including employees hired under the**
538 **Federal Career Intern Program (FCIP) hiring authority** ~~who are entitled to the~~
539 ~~procedural and appeal rights described in 5 CFR 432 or 5 CFR 752.~~

540 **The agency agrees not to characterize performance as a conduct matter for**
541 **purposes of avoiding its obligation under 5 U.S.C. Chapter 23 and 5 U.S.C.**
542 **Chapter 43 to provide assistance, training, and a bona fide opportunity to**
543 **employees to improve their performance. If a matter is covered by a critical**
544 **element of the position, it will be addressed through Article 21 rather than**
545 **Article 23 of this Agreement.**

546

547 ~~These procedures are not applicable to employees who are not entitled to the~~
548 ~~procedural and appeal rights described in 5 CFR 432 or 5 CFR 752, or who have~~
549 ~~waived those rights. These employees may be terminated for performance~~
550 ~~reasons with appropriate written notice.~~

551

552 A. Performance Assistance

553

554 ~~When an employee's performance is identified as marginal or failing, the~~
555 ~~manager should conduct a performance discussion with the employee to~~
556 ~~determine the reason(s) for the poor performance.~~

557 **1. If data clearly points to significant performance-related problems of an**
558 **individual employee, the supervisor will schedule a meeting with the**
559 **employee and inform the employee of the purpose of the meeting and that**
560 **he/she should request the assistance and presence of a union**
561 **representative at this meeting.**

562 ~~The manager should discuss with the employee:~~

563

564 ~~the expectations for improving performance;~~

565

566 ~~the employee's responsibilities; and,~~

567

568 ~~what assistance may be needed to perform at the Successful Contribution Level,~~
569 ~~which may include training, or mentoring, or other appropriate support.~~

570 **2. The supervisor, employee and, if requested, a union representative, will**
571 **meet to identify the specific problem, determine the root cause, and**
572 **develop a written assistance plan to resolve the problem if one is needed.**
573 **Travel and per diem expenses for union representation will be paid for all**
574 **activity under this Section. Local representatives will be used to the extent**
575 **possible, as determined by the Union.**

576 ~~An employee will be allowed 30 calendar days to successfully improve his/her~~
577 ~~performance.~~

578 **3. The assistance plan will afford the employee a reasonable**
579 **opportunity of at least 120 days to resolve the identified performance-**
580 **related problem. ~~The manager may extend the period if the employee is~~**
581 **~~demonstrating significant progress toward successful performance. This~~**
582 **initial 120 day period will be extended if the employee is making**
583 **significant progress or if the employee is suffering from illness or**
584 **injury, or other absence, which may have prevented the employee from**
585 **reaching the successful level of performance during the original**
586 **performance period. For seasonal employees, this period will be not**
587 **less than 120 days in non-furlough status. At any time during the**
588 **assistance period, the supervisor may conclude that assistance is no**
589 **longer necessary. The supervisor will so notify the employee of this**
590 **determination in writing.**

591 Employees are considered to be performing at the Successful Contribution Level
592 **(Level 3) for purposes of any performance-related personnel actions** during
593 a period of performance assistance, **and will not be subject to adverse action**
594 **for performance-related problems.** If a rating of record becomes due during a
595 period of performance assistance, the employee will be rated ~~no lower than~~ **at**
596 the Successful Contribution Level ~~(Level 3)~~. Employees will be eligible for WIGIs
597 and awards during an assistance period. Employees in career ladder positions
598 will also be eligible for career ladder promotions, provided that the other

599 requirements for promotion are met. If after successful completion of a
600 Performance Assistance Plan an employee develops another performance
601 related problem, they are entitled to another period of Performance Assistance.

602

603 ~~The manager should summarize the discussion in writing. This will be~~
604 ~~initialed by the employee and placed in their SF-7B Extension File, along with~~
605 ~~copies of training schedules and documentation of any other assistance~~
606 ~~provided. The employee will be given copies.~~

607 **4. The assistance plan will be tailored to the specific needs of the**
608 **employee and will include, but is not limited to, formal training, on-the-**
609 **job training, counseling, scheduled uninterrupted time to address**
610 **backlogs, assignment of a qualified journey-level mentor who will**
611 **provide individualized mentoring and performance assistance, and**
612 **other assistance as appropriate.**

613 **5. The purpose of the period of assistance is to help the employee**
614 **improve, rather than to accumulate documentation as the basis for a**
615 **future performance-related adverse action. The parties agree that**
616 **placing the employee on 100% review does not equate to appropriate**
617 **assistance.**

618 **6. If the employee has chosen to be represented by the union, a union**
619 **representative has the right to be present at all performance-related**
620 **meetings with the employee.**

621

622 B. Opportunity to Perform Successfully (OPS)

623

624 If following the Performance Assistance period, **the supervisor is unable to**
625 **make an assessment that the employee is successfully performing his/her**
626 **critical job duties and responsibilities, the supervisor, in the presence of**
627 **the union representative, will give the employee a documented written**
628 **performance interview communicating this determination and initiating a**
629 **performance improvement (OPS). The manager will summarize the**
630 **discussion in writing. This will be initialed by the employee and placed in**
631 **their SF-7B Extension File, along with copies of training schedules and**
632 **documentation of any other assistance provided. The employee will be**
633 **given copies.**

634

635 ~~performance is below the Successful Contribution Level, the manager should~~
636 ~~initiate a performance improvement plan, the OPS Plan.~~

637 The OPS represents a formal process for performance improvement developed
638 by the ~~manager~~ **employee's rating official and created in consultation with**
639 **the Union.**

640

641 To institute an OPS Plan, the manager must provide written notice to the
642 employee, **with a copy to the employee's designated union representative,**
643 **that includes, but is not limited to:**

644

645 the critical element(s) for which performance is unacceptable;

646

647 **in objective terms**, the performance requirement(s) or standard(s) that must be
648 attained in **each critical element at issue in** order to demonstrate acceptable
649 performance;

650

651 a statement that the employee is not in good standing and any WIGI or career
652 ladder promotion will be withheld for the duration of the plan;

653

654 a summary of assistance already provided, along with the results;

655

656 a statement of the ~~manager's~~ plan for providing additional assistance to the
657 employee (e.g., **targeted** training, **individualized** mentoring, **time that will be**
658 **made available to address backlogs and receive training**, etc.);

659

660 a statement that the employee **is entitled to a bona fide opportunity to**
661 **improve but that the employee** has the responsibility to improve performance,
662 which may include seeking assistance needed, reading and researching issues,
663 etc., **and that management will make every effort to assist with the needed**
664 **improvement;**

665

666 a statement that unless the employee's performance in the critical element(s)
667 improves to and is sustained at an acceptable level, the employee may be
668 reassigned, reduced in grade, or terminated; **and**

669

670 **a statement that the employee has the right to union representation and the**
671 **presence of the union at all meetings during the OPS.**

672

673 OPS Plans will be instituted for a period of 120 calendar days. Managers may
674 terminate the plan if successful performance is demonstrated and sustained
675 before the end of the 120 days. Managers may extend the period if the
676 employee is demonstrating significant progress toward the Successful
677 Contribution Level of performance.

678

679 A copy of the written OPS notice will be placed into the employee's SF-7B
680 Extension File.

681

682 During the OPS, the manager will conduct ongoing discussions with the
683 employee about progress toward improvement. **If represented by the union in**
684 **this process, the employee's union representative will be given the**
685 **opportunity to attend and participate.** The manager will document these
686 discussions and work reviews in the employee's SF-7B Extension File. The
687 employee will be given copies of discussions and work reviews placed in his/her

688 Extension File.

689

690 Employees are considered to be performing at the Not Successful level (~~Level 4~~)
691 while under an OPS Plan. If a rating of record becomes due while an employee
692 is under an OPS Plan, the rating of record will be delayed until the plan is
693 completed. If a WIGI becomes due while an employee is under an OPS Plan, a
694 Not Successful rating of record will be prepared and the WIGI will be denied.

695

696 At the end of the OPS period if performance has not improved to the Successful
697 Contribution Level, an **Unsuccessful** ~~Level 4~~ rating of record will be issued.

698

699 If performance has improved to the Successful Contribution Level, **the employee**
700 **will be notified in writing of his/her successful completion of the OPS and a**
701 **copy of the notice will be placed in his/her SF-7B Extension File. If and a**
702 rating of record is due, the rating will be **Successful** ~~Level 3~~. ~~If performance has~~
703 ~~improved to the Successful Contribution Level and a rating of record is not due,~~
704 ~~the employee will be notified in writing of his/her successful completion of the~~
705 ~~OPS and a copy of the notice will be placed in his/her SF-7B Extension File.~~

706

707

708 Section 8. Performance-Based Actions

709

710 A. Managers ~~will~~ **may** initiate a performance-based action if, despite the
711 additional assistance provided in accordance with the OPS Plan, the employee's
712 performance has not improved to the Successful Contribution Level by the end of
713 the OPS period. This will result in the employee's reassignment to another
714 position; e.g., the prior position, or reduction in grade, or termination.

715

716 B. Demotions or removals for performance-based reasons must be
717 accomplished in accordance with the applicable law and government-wide
718 regulations governing the employees covered and the procedures to be followed
719 (i.e., 5 CFR Part 432 or 5 CFR Part 752).

720

721 C. An employee receiving a proposed action based on unacceptable
722 performance is entitled to:

723

724 30 day advance written notice of the proposed action that identifies **and**
725 **documents in paper format** ~~both the specific~~ **each and every** instances of
726 unacceptable performance by the employee on which the proposed action is
727 based and the critical element(s) of the employee's position involved in each
728 instance of unacceptable performance;

729

730 to be represented by **the Union**, an attorney or other representative;

731

732 time to respond to the notice of proposed action orally and in writing;

733

734 a final written decision within 30 days after the expiration of the advance notice
735 period.

736

737 D. The employee may appeal to the Merit Systems Protection Board in
738 accordance with applicable law, or the Union on behalf of the employee may
739 timely file a written request to invoke arbitration under the terms of this
740 Agreement. The choice of appeal forum is irrevocable. An employee shall be
741 deemed to have exercised the appellate option at such time as the employee
742 timely initiates an appeal under the statutory procedure, or the Union on behalf of
743 the employee timely files a written request to invoke arbitration, whichever occurs
744 first. Arbitration must be invoked no later than thirty (30) days after the effective
745 date of the action unless EEO counseling is initiated pursuant to Article 24
746 Section 8 **of this Agreement.**

747

748 ~~E. Managers have the option of taking a performance-based action without~~
749 ~~instituting a new OPS Plan if:~~

750

751 ~~the employee has successfully completed an OPS Plan by demonstrating~~
752 ~~improved performance, and~~
753 ~~within a one-year period following the beginning of that OPS Plan, the~~
754 ~~employee's performance again falls below the Successful Contribution level in~~
755 ~~the same element, and~~

756

757 ~~there is sufficient documentation to support a performance-based action.~~

758

759 ~~F. If these three conditions are not met, the manager will initiate a new OPS~~

760 ~~Plan.~~

761

762 **After successful completion of an OPS, if the employee develops another**
763 **performance related problem in the same or different critical element of the**
764 **position, the employee will be entitled to another period of performance**
765 **assistance and, if needed, another OPS.**

766

767 G. The Not Successful (Level 1) rating of record for an employee who has been
768 demoted or reassigned for performance-based reasons in accordance with this
769 Section will continue in effect until completion of the employee's appraisal period
770 for his/her current position. However, if the employee is eligible for a WIGI prior
771 to the completion of this appraisal period, a rating of record will be issued when
772 the employee has demonstrated successful performance for at least 120 days.

773

774 Section 9. Special ~~PACS~~ Provisions for New Hires and Trainees (~~PACS~~-NHT)

775

776 A. Overview

777

778 **It is recognized by the parties** ~~New hires and trainees may be issued a~~
779 ~~pass/fail PACS-NHT performance plan. The PACS-NHT provisions recognize~~
780 that many new hires and trainees require a lengthy period of formal classroom
781 training and/or on-the-job training before they can perform the full range of their
782 job duties. The PACS-NHT provisions provide these employees with additional
783 time to demonstrate successful performance before they are rated under the
784 normal PACS performance plan. **Management will provide the Union with the**
785 **same notification and opportunities to participate and represent that are**
786 **described in the above sections of this Article, when SSA meets with NHTs.**

787

788 B. Employees Covered

789

790 New Hire/Trainees

791

792 Employees newly hired into SSA positions for the first time, or following a break
793 in SSA employment, ~~may be covered by the special PACS provisions for new~~
794 ~~hires and trainees (PACS-NHT).~~ Since new hires for some positions would be
795 expected to perform the full range of job duties without extensive
796 training/mentoring, additional time would not be needed to evaluate performance.

797

798 Current SSA Employee Trainees

799

800 Current SSA employees who move, without a change in appointment or a break
801 in service, into new positions **(or from specialist to generalist, or generalist to**
802 **specialist duties)** that require a lengthy training period may also be covered by
803 special ~~PACS~~-NHT provisions during the training period.

804

805 C. Length of Appraisal Period

806

807 Trainees

808

809 The initial appraisal period for the new hires covered under ~~PACS~~-NHT
810 provisions begins with their entrance on duty into the new position and ends one
811 year from that date. They are issued a limited performance plan consisting of
812 two elements: Engages in Learning and Interpersonal Skills. Probationary
813 employees are not appraised during their first year.

814

815 If the employee's training period ends before the end of the probationary period,
816 he/she is issued a rating of record at the end of the probationary period based on
817 these two elements. The employee is then issued a full performance plan for the
818 next rating period.

819

820 If the employee's training period does not end before the end of the probationary
821 period, he/she is issued a rating of record at the end of the probationary period

822 based on the two elements. The employee is then reissued a limited
823 performance plan with the two elements until training is completed.

824

825 At the completion of training, the employee is given the full performance plan. A
826 rating of record is issued if a rating is due and the employee has been under the
827 PACS-NHT plan for at least 120 days.

828

829 ~~The above applies to covered employees serving under a trial period for term~~
830 ~~appointments and to covered employees in the first year of employment under~~
831 ~~excepted service appointments that are not limited to 1 year or less.~~

832

833 Upon issuance of a full performance plan, employees will be given a minimum
834 appraisal period of 6 months. If a rating of record is due before completion of this
835 6 month period, the rating will be delayed until the end of the first 6 months under
836 the full performance plan. Thereafter, all employees will be covered under the
837 normal PACS provisions and the appraisal period will end on the applicable date
838 described in Section 4.

839

840 2. Current SSA Employee Trainees

841

842 The initial appraisal period for SSA employees who move, without a change in
843 appointment or a break in service, into new positions that require a lengthy
844 training period, begins with the date they enter the trainee position.

845

846 Trainee as used here is not meant to include the length of time needed to reach
847 the journeyman level of a career ladder position.

848

849 If the employee's training period has not ended by the end of his/her appraisal
850 period, issue an ~~PACS~~-NHT appraisal if the employee has been covered by a
851 performance plan for at least 120 days. The employee will then be issued
852 another ~~PACS~~-NHT performance plan.

853

854 If the employee's training period has not ended by the end of his/her appraisal
855 period, and the employee has not been covered by a performance plan for at
856 least 120 days, management will defer issuing an ~~PACS~~-NHT appraisal until the
857 employee has been covered for 120 days. The employee will then be issued
858 another ~~PACS~~-NHT performance plan.

859

860 If the training period is completed by the end of his/her appraisal period, an
861 ~~PACS~~-NHT appraisal will be issued. A regular ~~PACS~~ performance plan will then
862 be issued.

863

864 Upon issuance of a full performance plan, employees will be given a minimum
865 appraisal period of 6 months. If a rating of record is due before completion of this
866 6 month period, the rating will be delayed until the end of the first 6 months under
867 the full performance plan. Thereafter, all employees will be covered under the

868 normal ~~PACS~~ provisions and the appraisal period will end on the applicable date
869 described in Section 4.

870

871 D. ~~PACS~~-NHT Performance Plans

872

873 Supervisors will issue ~~PACS~~-NHT performance plans to new employees and
874 trainees no later than 30 days from their entrance on duty into their new
875 positions.

876

877 Supervisors will meet with new employees and trainees to discuss their
878 performance plans at the time they are issued. Initial Performance Plan
879 discussions will be conducted and documented in accordance with Section 6.

880

881 E. Monitoring Performance

882

883 Supervisors will monitor the performance of new hires and trainees and conduct
884 formal progress reviews in accordance with the provisions in Section 6.

885

886 F. Annual ~~PACS~~-NHT Performance Appraisal

887

888 Annual ~~PACS~~-NHT performance appraisals must be completed at the end of
889 employees' initial appraisal periods. Supervisors will provide employees with
890 their ratings of record within 30 days of the end of their appraisal periods.

891

892 If employees have not served under their PACS-NHT performance plans for the
893 minimum appraisal period (i.e., 120 days), their annual performance appraisal for
894 the initial appraisal period will be postponed until the minimum appraisal period
895 has been completed.

896

897 Supervisors will consider feedback from other sources, including mentors and
898 training instructors, to ensure a fair, complete and ongoing appraisal of
899 employees' work/learning activities during the rating period. Feedback should be
900 obtained, maintained and considered in accordance with the provisions in
901 Section 6.

902

903 PACS-NHT annual performance appraisals will be documented and maintained
904 in accordance with the provisions in Section 6.

905

906 G. Procedures for PACS-NHT Marginal and Failing Performance

907

908 1. New Hires and Trainees with Appeal Rights

909

910 The procedures for dealing with marginal and failing performance in Section 7
911 will also apply to new hires and trainees serving under PACS-NHT performance
912 plans who are entitled to the procedural and appeal rights described in 5 CFR
913 752 or 5 CFR 432.

914

915 2. New Hires and Trainees without Appeal Rights

916

917 The procedures for dealing with marginal and failing performance in Section 7 do
918 not apply to new hires and trainees serving under ~~PACS~~ NHT performance plans
919 if they are not entitled to the procedural and appeal rights described in 5 CFR
920 752 or 5 CFR 432 ~~or if they have waived those rights~~. In these situations, new
921 hires and trainees who demonstrate marginal or failing performance may be
922 terminated for performance reasons with appropriate written notice.

923

924 **Section 9 - Teams**

925

926 **Whereas the parties have yet to negotiate over subject matter dealing with:**

927

928 **Teamwork, teams, teamwork environment, team or group goals or**
929 **objectives, and evolution of the supervisor's role to team leader and coach,**
930 **the parties agree that the use of this and other related terminology in**
931 **Article 21 does not constitute a waiver on the part of the union to enter into**
932 **full and complete negotiations with the administration over such subject**
933 **matter.**

934

935 **Section 10 – Use of Numerics**

936

937 **The parties recognize that the use of numbers and/or numerical indicators**
938 **in past performance measurement systems has sometimes proven**
939 **counterproductive. Although both parties agree that statistical data utilized**
940 **to evaluate process effectiveness or individual performance must be**
941 **reliable, valid, fair and equitable it is also recognized that a further union**
942 **management effort is needed to clarify the Agency's use of numerical data**
943 **at both the organizational and the individual level.**

944 **Accordingly, the parties agree that the issue will be handled at National**
945 **Level Labor/Management Forum meetings. The National**
946 **Labor/Management Forum will address SSA's use of numbers and**
947 **numerical data in measuring workloads, work processes and individual and**
948 **group performance with it's primary objective to assure absolute integrity**
949 **of the data. The results of this undertaking will be incorporated into Article**
950 **21. In the interim, no numerical goals will be used.**

951 **Any change in this intent will be addressed in accordance with Article 4 of**
952 **this Agreement.**

953

954

955 **Section 12-Use of Chapters 43 and 75**

956

957 **The parties agree that the issue of appropriateness in the use of Chapter's**
958 **43 and 75 for adverse actions in relation to Article 21 will be referred to a**
959 **sub-group appointed by the National Labor Management Committee. The**
960 **sub-group is chartered to develop acceptable language for inclusion as a**
961 **memorandum of understanding incorporated into Article 21. The sub-**
962 **groups product shall be referred to the National Labor Management Forum**
963 **for approval.**

964

965 **Section 13 – Appraisal Information**

966

967 **A. The Administration will provide the Union with seven (7) copies of an**
968 **annual report on appraisals. This report will show distribution of**
969 **performance appraisals by grade and organization for Headquarters, ODAR**
970 **Central Office and ODAR Field, Regions by components, DOC and PSC's.**

971

972 **B. An appraisal website will be established to collect all information**
973 **regarding agency appraisals, including name of employee appraised,**
974 **summary rating and element ratings for each employee, position and duty**
975 **station, divided by region and component. All employees and the Union**
976 **will have access to the website. The site will be updated monthly. The**
977 **agency will provide such information directly to the Union, upon request.**

978

979

980