

MEMORANDUM OF UNDERSTANDING

October 2006

Between the

National Federation of Federal Employees, Forest Service Council
and the

U.S.D.A. Forest Service

FOREST SERVICE PERFORMANCE PLAN

In the interest of implementing the Agency's new Five Level Performance Management Program, the agency and the Union agreed to incorporate the jointly developed FSH 6109.13—Performance, Training, and Awards Handbook, Chapter 10---Performance Management Program in Article 15, Performance Management System, of the Master Agreement Between FS and NFFE, in accordance with Article 11.4 of the Master Agreement. Procedures and arrangements not so captured in the aforementioned Agency issuances are documented in this Memorandum of Understanding (MOU) as follows:

- A. **Existing Law, Rules, or Regulations:** Nothing in this MOU or associated directive may conflict with the existing law, rules, or regulations governing Performance Management.
- B. **Employees adversely affected by implementation:** If a third party decision changes agency direction regarding use of Safety, Civil Rights, Security as performance aspects of an element, the agency will correct the adverse impact for employees already impacted by the erroneous implementation of this program.
- C. **Transition to new Performance Management Program:** The performance period under the new program will begin no later than March 31, 2007 and individual performance plans must be established by that date. "Mid-year reviews" under the previous performance management program will include a closeout rating under that system. The closeout rating will be treated as an advisory rating under the new program for the annual appraisal period.
- D. **Safety, Civil Rights and Security:** The Parties are not in agreement that performance elements should include Safety, Civil Rights and Security unless they can be objectively measured in accordance with Section 13.14 of FSH 6109.13 (Specific, Measurable, Attainable, Relevant and Time bound).

However, the Parties do agree that when they are included employees and their supervisors should discuss specific means of measuring their performance in compliance with FSH 6109.13 Section 13.11. The parties also agree that, depending on individual circumstances, management action to correct deficiencies in these areas could involve actions taken under either 5 CFR 432 or 5 CFR 752, and in compliance with FSH 6109.13 Section 18. When management determines that conduct negatively affects performance, they will

give timely notice in writing to the employee that their conduct, e.g. civil rights violation, is affecting their performance so that the employee has opportunity to correct their behavior prior to it affecting their performance rating.

- E. **Temporary Employees:** Temporary employees included in a bargaining unit are covered by the terms of Article 24 of the Master Agreement.
- F. **Permanent Seasonal Employees:** Permanent Seasonal Employees must be in duty status at the time of establishing a performance plan and delivering a rating of record.
- G. **Element Ratings Feedback:** To be included into section 15.4 as item number 6, and re-number trailing items accordingly:

“Supervisors should consider obtaining feedback from a supervisory employee’s subordinates in appraising the supervisory employee’s performance in Element 2—Leadership/Management (sec.13.32c).”

- H. **Requested Written Documentation of Performance Ratings:** In section 15.3 item 7, Management agrees to modify the wording by removing the word “any”. The modified wording is as follows:

“The final rating of record must be documented on the AD-435 and written justification for the rating will be provided upon the request of the employee.”

- I. **ADA Compliance:** The FSH 6109.13 Ch 10., and all associated training materials will be ADA compliant.
- J. **Introduction of the Program:** Management will issue a “roll out” letter to all Washington Office Directors, Regions, Stations and Areas concurrent with issuance of the Directive, and will provide a copy to Union leadership.
- K. **Employee Roll Out Letter:** The Parties will jointly develop and issue a “roll out” letter to all employees. The letter will specify the:
 - a. Training protocol;
 - b. Implementation date for the new Program. March 31st, 2007;
 - c. Employees will have a minimum of 30 days to complete the training;
 - d. Individual employees must complete the training prior to participating with their supervisors in establishing their performance plans;
 - e. Individual Plans are to be established within the 30 day timeframe in section 13 of FSH 6109.13 Ch. 10.
 - f. Close-out procedures for former rating system. Close out ratings under the 3 level system will be considered as “advisory ratings” in the annual appraisal period;

- g. Any variations or specifications in the roll-out that apply to sub-groups of employees, e.g. permanent seasonal employees must be in pay status.
- h. Employees will be provided adequate official time to participate in establishment of their individual plans consistent with section 13 of FSH 6109.13 Ch. 10.
- i. If the employee is unable to participate in development of their individual plan, the rating official and employee will document that in the individual plan.

L. **Training:** Training will be made available to employees in various formats to meet their individual circumstances (i.e.; FSWEB, CD, Aglearn, and hardcopy). Aglearn will be the required training method, unless employees do not have reasonable access to it, or the training is delivered in a group setting.

- a. Supervisors are to provide their employees adequate official time to successfully complete the training;
- b. Training may be delivered in a group setting, but must use the provided content of training materials and test;
- c. Successful completion must be documented, and a copy of the documentation provided to the employee;
- d. Content of training materials will be consistent with the negotiated FSH 6109.13 Ch. 10 handbook and this MOU.
- e. Management will explain how bargaining unit employees performance in Safety, Civil Rights, and Security will be measured and to the extent feasible will be measured objectively.
- f. The computer based training modules will contain links to referenced documents. When training materials are provided in hardcopy, hardcopy of referenced documents will also be provided.

M. **Evaluation and Monitoring:** The Forest Service Partnership Council will evaluate implementation of the new Performance Management Program after the initial performance period. Additional training may be developed by the Parties and provided to enhance the effectiveness of program implementation and operation.

_____ Date _____
 William Dougan
 President, FSC

_____ Date _____
 Hank Kashdan
 Deputy Chief for Business
 Operations

Expiration of this MOU is upon completion of the items specified above.