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# Bargaining Unit Blotter

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Policing Region 6 Management since 1997

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February 20, 2015

## **POSITION CLASSIFICATION, PARS, AND YOU!**

It's that time of year when supervisors and employees engage in our performance evaluation process, PARS. As you may have noticed, Management is increasingly looking to make rank and file employees more "accountable" for their work accomplishments. Accordingly, employees (and their Union) need to hold supervisors more "accountable" for doing their jobs, also.

The following points from the Master Collective Bargaining Agreement, or MCBA, should help bargaining unit employees better understand/navigate the PARS process, and ensure compliance with negotiated agreements.

Remember, you have 30 days to file a formal grievance if you believe that your supervisor is not complying with the MCBA. **Please do not wait until the 30<sup>th</sup> day while trying to "work things out" with your boss before contacting a union rep for assistance!**

### POSITION DESCRIPTIONS (MCBA Article 33, Position Classification)

- You have the right to a current position description reflecting your principle duties and responsibilities, normally within the first pay period of assignment to a position.
- "Other duties as assigned" should be incidental to the principal duties and responsibility of the position. These may be duties impractical to include in the narrative portion of the PD, as well as duties which may be required in emergency situations.
- When permanent changes in duties, responsibilities, or supervisory relationship warrant, the position description shall be amended or rewritten in a reasonable time, generally within 30 calendar days.
- Bargaining unit employees will be given reasonable advance notice of any position audit or review that may affect the classification of the employee's position.

If an audit or review results in proposed changes to an employee's position description, the employee will be notified before the changes goes into effect.

- The Union will be notified as soon as possible when changes in position classification standards result in changes to title, series or grade, or bargaining unit status of bargaining unit positions.

- The Union will also be informed as soon as possible when, due to a reorganization or realignment of program responsibilities, new bargaining positions are being established and/or significant changes in the duties and responsibilities of positions within the bargaining unit are being made.
- Classifications themselves are not grievable; however, violations of the contract provisions above regarding classifications are. Employees who are dissatisfied with the classification of their position should follow the procedures outlined in Article 33 of the MCBA. The Union has the right to assist employees in preparation of a classification appeal.

PARS (MCBA Addendum to Contract, Article 34, "Employee Performance Evaluation")

*Preparation of Performance Plans*

- Supervisors, *in collaboration with the employee*, are responsible for writing performance measures for each critical element, non-critical element and performance measures.
- Supervisors, by position, are responsible for performance ratings.
- In order to facilitate collaboration, a meeting shall be scheduled at least one week in advance of finalization of the performance plan, in order to allow the employee to provide input to their performance plan.
- Barring exigent circumstances, the phrase "other duties as assigned," or its equivalent, shall not be used in performance plans to regularly assign work for a preponderance of duty hours. This does not preclude the employer from detailing employees to other assignments in accordance with applicable laws.
- Management will assign "other duties" in a manner consistent with safe and lawful work practices.
- Critical elements, non-critical elements and performance measures so identified *must be* consistent with the duties and responsibilities contained in the employee's properly classified position description, and applied in a *fair, consistent and reasonable manner*.
- It is the supervisor's responsibility to initiate a revision to the employee's PD, in accordance with applicable law and the MCBA, or to change the employee's standards and/or assignments to bring them into line with the employee's PD.
- Employees cannot be held accountable on critical elements for factors outside their control.
- 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).

- In establishing critical elements, non-critical elements, and performance measures, due consideration will be given to:
  - The resources available and the authority delegated necessary to meet the identified critical elements, non-critical elements, and performance measures;
  - Employee input; and
  - Performance measures for comparable positions at the same grade.
- Assumptions: Performance standards will make allowances for factors over which an employee has little, if any, control, but which might exert a significant impact on the employee's performance or ability to achieve an objective.

The supervisor shall work collaboratively with the employee to identify all assumptions relevant to that employee's performance plan.

The supervisor shall then make the determination of the applicable assumptions and list them in the standard. *The employee may attach his or her comments on assumptions to the performance plan.* Assumptions may include, but are not limited to, travel and training funds, availability of "high visibility" assignments and budget constraints.

- When there are unresolved differences between the immediate supervisor and the employee regarding critical elements, non-critical elements and performance measures, the employee may add written comments for consideration and final determination by the second-level supervisor. The title of the second-level supervisor must be on the cover sheet of the performance plan.
- The individual employee and supervisor should discuss the plan and make any changes that are needed. The supervisor and employee may signify joint agreement with the plan by both signing and dating the plan.

If the parties cannot agree, the plan is established. The date the employee signs the plan, or refuses to sign, 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 an employee disagrees with the performance plan, the employee may attach his or her statement of concern to the performance plan and that statement of concern becomes a part of the plan which must be considered by the supervisor of record at all times when interim and final ratings are prepared.
- The employer cannot take a performance-based adverse action against an employee who does not have a valid performance plan issued by the supervisor.

### *Assessing Performance*

- 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 of 90 days or more, is reassigned to another EPA organization, transfers to another agency, or when the employee's supervisor departs from that supervisory position.

The interim appraisal will be input to the employee's annual appraisal. Interim ratings must be given consideration proportional to the amount of the appraisal period the employee and departing supervisor occupied each position.

If the employee has not completed the minimum period of performance, the departing supervisor should provide narrative performance highlights only.

- To the extent that an employee was assigned no work or very little work, or the employee was not given a chance to demonstrate his or her performance under a particular critical job element, the supervisor shall not find that the employee's work was unsuccessful.
- For a critical job element for which the employee has not had a legitimate opportunity to perform assigned work under a performance element or very little work was assigned, that critical job element shall not be considered when preparing a summary level rating.
- The use of properly requested and approved leave shall not be a negative factor in an employee's performance rating.
- If an employee does not agree with the action taken as a result of a performance appraisal -- including, but not limited to, a demotion, within grade decrease, or removal -- he or she may grieve or appeal that action in accordance with the MCBA. An employee's rating of record is grievable under the MCBA.
- Supervisors are 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.*
- During the appraisal discussion, the supervisor is required to communicate how each performance element was rated, the measurement sources and measurements used in preparing the rating, and the rating of record. The supervisor will discuss the rating of record with the employee to avoid misunderstandings and possible inaccuracies.
- The date the employee signs or refuses to sign the appraisal cover sheet will be considered the date the rating of record was communicated to the employee.
- The employee is entitled to attach his or her disagreement or concerns to the rating of record. The employee is not required to prepare his or her written disagreement or concerns with the rating of record at the actual discussion.

#### GENERAL:

Training: The choice of subject matter, areas for training, selection, and assignment of training is a function and right of management. (Article 26, Human Resource Development; Article 4, Rights of the Employer).

If you have any questions, please contact Mark Ford, Chief Steward, at 5-7336

*For a copy of the MCBA, please go to [www.afqecouncil238.org](http://www.afqecouncil238.org), pull down menu item "Agreements and Constitution."*

*A copy of your most recent position description should be in your e-OPF, or you can request it from your Division/Office Program and Management Analyst. (MCBA Article 8, Employee Rights, Section 9)*