

**MEMORANDUM OF AGREEMENT
BETWEEN
COMMUNICATIONS-ELECTRONICS COMMAND (CECOM)
AND
NATIONAL FEDERATION OF FEDERAL EMPLOYEES (NFFE) LOCAL 476**

SUBJECT: Acquisition Demonstration Project (AcqDemo) Implementation for Bargaining Unit Employees (BUE)

The Communications-Electronics Command (CECOM) and National Federation of Federal Employees (NFFE) Local 476, hereafter referred to as the “Agency” and the “Union” respectively, and collectively as the “Parties,” hereby enter into this Memorandum of Agreement (MOA) for the purpose of implementing the Acquisition Demonstration Project (AcqDemo) for employees assigned to the bargaining unit wherein the Union is certified as the employees’ exclusive representative. The Army AcqDemo Office will be provided a signed copy of this MOA for review.

1) References:

- A) 5 USC Chapter 71
- B) Federal Register Volume 82, No. 216. November 09, 2017 “Civilian Acquisition Workforce Personnel Demonstration (AcqDemo) Project: Department of Defense,”

2) Agreements

A) Mid-Point review and Final Appraisal

Prior to each scheduled mid-point review and the delivery of the covered Employee’s final Contribution Based Compensation and Appraisal System (CCAS) appraisal, the employee will be strongly encouraged, but not required, to provide "self-assessment" statements using CAS2Net software system for the Contribution-based Compensation and Appraisal System (CCAS). Should covered employees choose to provide “self-assessment” statements, it is best for the employee to ensure that all contribution factors are addressed. If self-assessments are not provided by the employee, the supervisor will develop the assessments to include application of career path factor level descriptors, expected contribution criteria, customer feedback, personal observation, input from others, etc. The mid-point review and final appraisal will accurately reflect job performance, regardless of whether or not a self-assessment was completed. The lack of a self-assessment will not be used in determining an employee's performance or contribution rating.

B) This section is left blank.

C) Implementation Timeline

The timeline specified herein is an approximation. Factors beyond the control of the Parties may have an impact on the Parties’ ability to meet the suspense dates described herein. The Parties shall endeavor to engage in informal discussions regarding timeline concerns. Notice of the severance of this agreement as a result of delays beyond the

Parties' control shall be served in writing. All payouts will be made by the listed dates based on the ratings current at that time, regardless of any pending or future grievances. If any grievance is decided after the payout date and if that grievance requires the grievant's salary or contribution award to be increased the additional funds will not be taken from other members of the pay pool but will instead be supplied by other CECOM funds outside of the AcqDemo pay pools.

Dates:

30 September: End of Rating Period

NLT 10 Oct or the first work day after 10 Oct : Employees complete self-assessment in CAS2Net, along with completing their contribution and performance plan (objectives)

Second and Third weeks in Nov: Pay Pool Panel Meetings

NLT 2nd Friday in Jan: Rating official and employee review and discuss approved OCS, CRI and CA payout as applicable

First full pay period in Jan: Effective date of CCAS Payouts

NLT 10 Apr or the first work day after 10 Apr: Employees complete Midpoint review self-assessments in CAS2Net.

NLT 30 April or the first work day after 30 April: Rating Officials complete Midpoint reviews and document discussion in CAS2Net.

D) Duration of this Agreement

The Parties agree to participate in the AcqDemo for a period that concludes on 31-Mar-2025.

Retroactive applicability—The Parties to this Memorandum agree that the terms and conditions agreed to within this Memorandum shall apply retroactively to April 1, 2020 despite the fact that this date is earlier than the effective date of this Memorandum.

Both Parties agree to re-negotiate if there are any significant changes to the GS or DP-MAP system.

During the term of this Agreement, should EO 13839--Promoting Accountability and Streamlining Removal Procedures Consistent with Merit System Principles, or parts of EO 13839, be materially modified, superseded, or rescinded by the President of the United States and/or Congress, or is modified or abrogated by the final order of a federal court of competent jurisdiction or a final order of the Federal Labor Relation Authority (FLRA), this MOA may be opened for renegotiation in its entirety by either party.

If the Parties agree to continue to participate in the AcqDemo past this 5-year period, they agree to negotiate a new MOA or renew the current MOA by an affirmative, signed, mutual written addendum to that effect.

E) Participation in Personnel Policy Board

NFFE shall be entitled to provide one representative as a full-fledged member in the Personnel Policy Board (PPB). The Agency will give NFFE advance notice of meetings. Failure of the Union to respond to the advance notice shall not preclude the Agency from proceeding with necessary business. All personnel will adhere to the Privacy Act and collective bargaining agreements in maintaining AcqDemo records personally identifiable to an employee.

F) This section is left blank.

G) Pay Pool Structures for NFFE Bargaining Unit Employees

The Agency shall implement a total of two (2) pay pools for NFFE Bargaining Unit Employees (BUEs). These pay pools will be designed such that they create a means to perform “apples to apples” comparison of employee contributions, based upon the type of work the employees in the pool perform rather than by the organization in which they happen to be employed. Assignment to a particular pay pool shall be made primarily on the basis of job series.

All covered NFFE employees will be assigned to one of the two (2) pay pools described below. The NFFE Pay Pools inclusions will be as follows; and under no circumstance will any non-bargaining unit employee or other non-NFFE bargaining unit employee be assigned to these pools:

- i) **“Technical” Pay Pool Includes:** 0801, 0803, 0854, 0855, 1306, 1550
- ii) **“Business” Pay Pool Includes:** 0170, 0510, 0511, 0905, 1222, 1515

This pay pool structure is based upon the detailed roster of bargaining unit employees provided to NFFE as of October of 2017. Any job series not listed above shall be added to the pay pool the Agency and NFFE mutually determine to be appropriate.

H) Union Participation in the Pay Pool Panels:

Prior to the convening of the pay pool panel, NFFE will be notified and given the opportunity to attend as an observer of the Panel’s activities. The Union may have no more than one (1) observer present at a Pay Pool Panel meeting at any one time. This does not preclude the Union from substituting an observer during a Pay Pool meeting or from using multiple observers to attend multiple concurrent Pay Pool meetings. The Parties agree that the Union has the right to observe any and all discussions. All Parties will sign an annual statement of nondisclosure of the discussions. Hard copies or

electronic copies of the files will be provided during the panel discussions. Under no circumstances will any of the copies leave the meeting room. All copies will be returned to the pay pool administrators at the end of each session.

I) General Pay Increases Granted by Congress:

A covered employee's rating of record shall have no impact on whether the employee receives any General Pay Increase (aka: "Across the board increase," or "Cost of Living Adjustment") approved by Congress.

J) Pay Pool Funding:

Management reserves the right to determine the amount of the CA that is reserved for other awards. The amount of the CA that is reserved for other awards will not go outside the pay pool from which it has been reserved. It must be distributed among the employees of the pay pool from which it originated. All funds will be disbursed by the end of the fiscal year and the agency will provide a disbursing report to the appropriate Union once all data has been calculated.

K) Formal Discussions:

The Union has the right to be present when an employee in its bargaining unit, if, IAW 5 USC 7114(a)(2)(A), such discussions include any grievance or general condition of employment. If those topics are intended for, or included in, the discussion with its bargaining unit employee, the Agency will invite the Union to attend.

L) Contribution Improvement Plans (CIPs):

CIPs may only be imposed anytime that an employee has been identified as inadequately contributing or an unacceptable level of performance rating approved by the Pay Pool Manager has been awarded through the Pay Pool Panel process.

Neither the Union, nor the individual employee, has the right to bargain over the requirements contained within the CIP. Prior to being placed on a CIP the employee will be notified of their right to Union Representation.

The employee will be placed on a 30 day CIP unless management determines in its sole and exclusive discretion that a longer period is necessary in order to provide sufficient time to evaluate an employee's performance.

Failure to achieve an adequate level of contribution and/or performance after having been placed on a CIP may result in a contribution-based action being imposed under applicable laws/rules/regulations. Alternatively, a supervisor may address inadequate performance under the separate statutory authority to take inadequate contribution-based actions under 5 U.S.C. chapter 75, as modified in the waiver section of 82 FR 52104, dated November 9, 2017.

M) Unsuccessful Contribution Scores:

During the appraisal period, supervisors must counsel employees on perceived deterioration of contributions and performance in a timely manner, using the contribution

factors and performance appraisal quality levels (PAQL). Any written negative evaluation recordation of that counseling must be shared with the employee within 30 days. Supervisors must document this deterioration of contributions in CAS2Net mid-point review and/or additional feedback and should include a record of the counseling session or other documents as appropriate. If the employee fails to improve after receipt of additional assistance/guidance (within a period of at least 60 days), the supervisor, in consultation with the appropriate labor relations office, should initiate a contribution improvement plan (CIP) IAW the references in section 1 of this MOA. Consideration of a CIP is mandatory when an employee's OCS and Basic Pay meet above the Upper Rail (Overcompensated Region) and/or when an employee's Rating of Record is "1" (unacceptable) in any PAQL factor.

If an employee does not successfully complete the CIP, a reduction in pay (which may include a change to a lower broadband level and/or reassignment) or removal action may be proposed which will be reviewed by the pay pool manager. Additionally, the supervisor may recommend ratings that could result in a denial or reduction of the CRI and CA to the pay pool manager.

N) CCAS results reportable to the Unions:

Standard CCAS reports will be provided to the Union. This information will mirror the information given to the Agency.

O) Control Points:

Control points will be codified via the employee's Position Description.

P) Reduction in Force:

Reduction in Force (RIF) procedures shall be conducted in a manner consistent with the provisions of the Federal Register.

Q) Miscellaneous: Any provision contained within this MoA may be modified via the mutual consent of the Parties.



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