

**MEMORANDUM OF AGREEMENT  
BETWEEN  
NATIONAL FEDERATION OF FEDERAL EMPLOYEES (NFFE) LOCAL 476  
AND  
US ARMY COMBAT CAPABILITIES DEVELOPMENT COMMAND (DEVCOM)  
COMMAND, CONTROL, COMMUNICATIONS, COMPUTERS, CYBER, INTELLIGENCE,  
RECONNAISSANCE  
AND SURVAILLANCE CENTER (C5ISR CENTER)**

SUBJECT: Memorandum of Agreement covering participation of NFFE Bargaining Unit Employees (BUEs) in the C5ISR Center Science and Technology Reinvention Laboratory Personnel Demonstration Project (“STRL Demo”) contained in Federal Register Notice/ *Vol. 66, No. 210 I Tuesday, October 30, 2001*

This Memorandum of Agreement (MOA) is entered into by and between the C5ISR Center (hereafter referred to as “Employer”) and NFFE 476 (hereafter referred to as “NFFE,” or “the Union”). This MOA is effective upon the date of Agency Head approval.

On or about October 18<sup>th</sup>, 2021 the Employer timely acknowledged the Union’s demand to bargain a new comprehensive participation agreement in the STRL Demo. The Parties (*i.e.*, NFFE, and the C5ISR Center) agreed, pursuant to provisions within the applicable Collective Bargaining Agreement (“CBA”), to negotiate this MOA informally. Nothing in this MOA is intended to contradict, change, or override the rights, obligations, and rules governing the STRL Demo, contained in Federal Register Notice/ *Vol. 66, No. 210 I Tuesday, October 30, 2001*; the STRL Demo Internal Operating Procedures (IOP), dated 31 January 2003; minor modifications or waivers of regulations that have been made to or secured under the STRL Demo; judicial decisions concerning the STRL Demo; government-wide regulations; and Federal laws (collectively referred to hereinafter as “Federal Law”). To the extent there is a conflict between any provision in this MOA and Federal Law, Federal Law controls and supersedes the conflicting provision(s) in this MOA.

**AGREEMENTS:**

- 1) If, at any point during the life of this MOA, the Employer decides to discontinue supervisory participation in the STRL Demo, the Union will be afforded the right to discontinue participation of BUEs in the STRL Demo.
- 2) In the event NFFE participation in the STRL Demo ends for any reason, BUEs will be converted to the prevailing pay and performance assessment systems in place at the time. The Union shall be afforded the right to bargain conversion out of the STRL Demo. However, there shall be no obligation by any Party to bargain over STRL Demo conversion matters already addressed by Federal Law.
- 3) The terms and provisions detailed in this MOA shall remain in full force and effect through the life of the applicable CBA. When the applicable CBA is eligible for renegotiation, either Union or the Employer may choose to terminate or re-negotiate any and/or all provisions of this MOA, as well as any other STRL Demo processes or procedures otherwise not outlined in this document but set forth in the STRL Demo’s governing documents (to the extent such processes are negotiable). Incorporation by reference shall be implemented IAW Article 18 of the 2021 NFFE476 CBA. This MOA is to be considered part of the NFFE476 CBA and subject to the terms of the CBA to include, but not limited to, Article 2 (Duration and Effective Date of CBA).

SUBJECT: Memorandum of Agreement on the C5ISR Center Science and Technology Reinvention Laboratory (STRL) Personnel Demonstration Project – NFFE 476

- 4) The Union will be given notice of changes having a substantial impact to the STRL Demo and the opportunity to bargain in accordance with the terms contained within the applicable CBA.
- 5) Training and Communication – The Parties agree that communication and training are essential to the STRL Demo’s success. The Employer will provide non-supervisory STRL Demo training to BUEs. The Employer will ensure supervisors afford BUEs sufficient opportunities to attend one STRL Demo training per year. BUEs will be authorized and strongly encouraged to attend scheduled or makeup sessions unless mission requirements, extended TDY, training, or other extenuating circumstances prevent attendance. The Agency will make available to the Union for review all new or modified Demo training material to be presented to BUEs. STRL Demo training will include procedures for writing effective performance objectives, the evaluation process (e.g., trendline estimator, reconciliation), distinction between scores of 50 vs. 35 vs. 24, etc.
- 6) Personnel Management Board (PMB) – The Employer will give the Union advance notice of scheduled PMB meetings. The Union’s representative may participate in PMB meetings. No more than one (1) such representative from each Union shall attend any one (1) PMB meeting. Management at its discretion may excuse the Union representative for portions of the meeting which are not applicable to their bargaining unit(s). Such excusal requests will be honored by the Union’s representatives. The parties agree that the authorization of “official time” as defined by the applicable CBA is appropriate for PMB meeting attendance.
- 7) Evaluation of BUEs shall be accomplished in an objective manner with no requirements of a quota system concerning performance rating distribution. Upon receipt of the final cost of living adjustment, pay pool funding will be determined and the Union will be informed of the aggregated dollar amount for the organization and what it consists of, yearly.
- 8) Performance Reviews.
  - a. Periodic reviews and Supervisor/BUE discussions should occur throughout the rating cycle, and should be documented. Adverse discussions will be documented.
    - i. The initial meeting requires the establishment and discussion of the BUE’s objectives and how these fit into the organization’s mission.
    - ii. The midpoint meeting and other meetings during the rating period serve to update the objectives as appropriate and provide feedback to the BUE on performance to date. BUEs should document accomplishments throughout the rating period to facilitate discussion. The Supervisor should document any changes to the BUE’s objectives. The Supervisor uses these reviews to give the BUE guidance/recommendations. No scores/ratings are to be discussed at these meetings because they are not final until the rating process is complete.
    - iii. The final meeting provides the BUE with an opportunity to discuss their performance/accomplishments with their supervisor as compared to the employee’s established performance plan.
  - b. Addressing Unacceptable Performance.
    - i. If, at any time during the rating period, a BUE’s performance in any element/objective is unacceptable, the BUE must be placed on a Performance Improvement Plan (PIP). The PIP outlines the performance areas that are unacceptable/failing, how they are unacceptable/failing and what is required to improve performance. Supervisors are encouraged to seek advice and assistance from the servicing CPAC in preparing the PIP. The BUE must be afforded a period of opportunity to improve for a minimum of 30 calendar days. If, at the

SUBJECT: Memorandum of Agreement on the C5ISR Center Science and Technology Reinvention Laboratory (STRL) Personnel Demonstration Project – NFFE 476

conclusion of the PIP, the BUE's performance has improved to acceptable/successful, no further action is necessary.

- ii. If, at the completion of this improvement period, the BUE has not improved, the BUE will be given an unacceptable performance rating, and a notice of proposed personnel action, if appropriate. The unacceptable performance rating can result in removal from Federal Service; placement in a position in a lower pay band with a corresponding reduction in pay; a reduction in pay within the same pay band or a change in position or occupational family; or reassignment to another position at the same or lower grade. Generally, BUEs with an unacceptable rating will not be permitted to remain at their current pay band/salary/grade. For Demo BUEs, reductions in base pay within the same pay band or changes to a lower pay band will result in a minimum 5% decrease in the BUE's base pay. A written notice of proposed action will:
  1. Provide thirty (30) calendar days advance written notice of the proposed action and will identify specific instances of unacceptable/unsuccessful performance on which the proposed action is based; the performance elements/objectives involved in each instance of unacceptable/unsuccessful performance; that as a member of the Bargaining Unit, he or she is entitled to representation; and the BUE's right to reply (in writing, orally, or both) within twenty (20) calendar days.
  2. Include the following language for NFFE BUEs: *"You are represented by NFFE Federal District 1, Local 476, and therefore entitled to representation in accordance with the Negotiated Contract between the United States Army Command, Control, Communications, Computers, Cyber, Intelligence, Surveillance, and Reconnaissance (C5ISR) Center; United States Army Communications-Electronics Command (CECOM); and the National Federation of Federal Employees Federal District 1, Local 476, IAMAW, AFL-CIO. Should you wish to, contact NFFE for assistance via mail to P.O. Box 625, Aberdeen Proving Ground, Maryland 21005-0625; or via telephone at (410) 278-2456; or via E-mail at usarmy.apg.cecom.mbx.nffe-local-476@mail.mil; or browse to nffe476.org for other contact options."*
  3. Provide that a written decision will be issued as soon as possible after the end of the reply period as set forth in paragraph 8(b)(ii)(1) above. The decision will be issued by a Supervisor or Management Official who is in a higher position than the Supervisor who proposed the action, unless proposed by the Technical Director, C5ISR Center.
- c. Within two years of the beginning of the PIP, if the BUE's performance deteriorates again to an unacceptable/unsuccessful level, a follow-on action such as a reassignment, removal or reduction in pay band level/grade may be initiated with no additional opportunity to improve. The exception to this is when a BUE has had a change in position description or performance plan, in which case the BUE will be afforded a new PIP for the elements rated unacceptable. If a BUE has performed acceptably for two (2) years from the beginning of the PIP and performance then declines to an unacceptable/unsuccessful level, the BUE will be afforded an additional period of opportunity to improve before the employer proposes any follow-on action(s).

SUBJECT: Memorandum of Agreement on the C5ISR Center Science and Technology Reinvention Laboratory (STRL) Personnel Demonstration Project – NFFE 476

- d. If a PIP ends prior to the end of the rating period and the BUE's performance improves to an acceptable/successful level, the BUE will still be appraised at the end of the rating period. If a PIP ends after the end of the rating period, the BUE will be rated at the conclusion of the PIP and be given a performance payout if the individual's total performance score is 21 or above.
  - e. BUEs shall be given the opportunity to be represented, if requested, by their exclusive representative at meetings between BUEs and Supervisors when issued a PIP and during any formal discussion concerning the PIP. The Employer shall also be given the opportunity to request a CPAC Human Resources Specialist or an attorney at these meetings.
- 9) BUEs should document and record accomplishments during the rating period in preparation for performance reviews. BUEs should record accomplishments in the prevailing performance management IT system (currently PRIME) and may elect to complete a self-assessment of their performance in each Performance Element using the benchmarks as a guide.
  - 10) At the end of the rating period, the first-line Supervisor will initially assign a score to each of the Performance Elements. The Supervisor will consider the BUE's accomplishments, the self-assessment (if provided), customer feedback, etc. The first-line Supervisor's initial scores/ratings are tentative until completion of the rating process.
  - 11) BUEs shall be clearly informed as to the identity of their Supervisory chain. All BUE work assignments shall be made by or through the Supervisory Chain or other designated authority.
  - 12) When rated each year, BUEs will receive a written Performance Appraisal that reflects the scores assigned to each Performance Element. BUEs will receive the Total Performance Score and the amount of base pay increase/bonus, as appropriate.
  - 13) In order to accurately evaluate a BUE's performance, Supervisors shall inform BUEs individually of mission requirements and any changes to performance objectives. This should be accomplished as soon as is practicable and recorded in the prevailing performance management system (currently PRIME).  
BUEs who perform Union representation tasks less than full-time are evaluated on their regular duty assignments. Should a BUE perform full-time union representation duties throughout the rating the period, the BUE is entitled to receive a performance score of 30 or equivalent, an "acceptable rating."
  - 14) Pay Pool Structure – BUEs may fall into one of three pay pools, depending upon their assignments within the organizational structure.
    - a. BUSINESS AND OPERATIONS PAY POOL – BUEs throughout the C5ISR Center who generally perform business and operations technical functions that support and enable the Center's technology-based mission will be evaluated within this pool.
    - b. ENGINEERING AND SYSTEMS INTEGRATION (ESI) DIRECTORATE TECHNICAL PAY POOL – All BUEs who generally perform the Center's technology-based mission (*e.g.*, technicians, engineers, scientists, and certain administrative staff that are generally teamed with the leader they directly support) within ESI will be evaluated within this pool.
    - c. RESEARCH AND TECHNOLOGY INTEGRATION (RTI) DIRECTORATE TECHNICAL PAY POOL – All BUEs who generally perform the Center's technology-based mission (*e.g.*, technicians, engineers, scientists, and certain administrative staff that are generally teamed with the leader they directly support) within RTI will be evaluated within this pool.

SUBJECT: Memorandum of Agreement on the C5ISR Center Science and Technology Reinvention Laboratory (STRL) Personnel Demonstration Project – NFFE 476

- 15) BUEs shall be given their final performance appraisal upon completion of the rating cycle. BUE personnel records will be provided in accordance with the applicable CBA. Each rated BUE should sign their appraisal acknowledging that the appraisal has been given to them; signature on the appraisal does not represent a BUE's agreement with the contents of the appraisal. If a BUE refuses to sign/date an appraisal, the Supervisor will note in the signature block that the "BUE refused to sign/date." This statement will be annotated prior to giving the original to the BUE. Time limits to file any grievance will begin when the BUE has received the original appraisal with the required signatures and/or annotations as stated above in this section.
- 16) STRL Demo Data – Upon request, bargaining unit statistical data (such as number of BUEs receiving salary increases vs bonus payouts) will be provided to the Union, upon completion of the appraisal cycle. After each rating period has concluded, pay pool data will be collected and statistics will be reported. The Union shall be informed of all STRL Demo metrics (*i.e.*, column headings) that are tracked within the STRL Demo Payout Workbook for each Pay Pool. These workbooks will contain a column identifying the Bargaining Unit affiliation of each employee assigned to the pay pool. NFFE may request additional reports based on a particularized need in accordance with 5 U.S.C. § 7101 et seq. The additional reports may include data from non-NFFE pay pools so that NFFE may engage in comparative analyses.
- 17) At the beginning of the rating cycle or upon assignment to a position, the Supervisor and BUE shall review the BUE's job description and performance objectives. The performance objectives reflect the major functions and tasks of a BUE's job and define a BUE's responsibility for the tasks as well as the expected output or results. BUEs who feel that they are performing duties outside the scope of their job description may request their immediate Supervisor to review their job descriptions. Performance objectives may be modified, changed or deleted as appropriate during the rating cycle. The supervisor assigns a weight to each of the performance elements. Supervisors will schedule performance reviews with their BUEs at the midpoint and the closeout of the rating period.
- 18) Reduction in Force (RIF) Procedures – The Parties agree to be bound by the RIF procedures contained within the STRL Demo's governing documents and the applicable CBA. Should Federal Law change, the Employer may be required to amend STRL Demo RIF procedures to align with new requirements. If the change substantially impacts conditions of employment, the Employer shall provide the Union with adequate notice and the right to bargain in accordance with their governing CBA.
- 19) The Employer will continue the use of the In-Band Advancement authority as a compensation vehicle, where appropriate.
- 20) STRL Demo Performance Rating Grievances – BUEs have the right to grieve their STRL Demo performance rating/score. BUEs who grieve their performance rating/score will initially receive a performance payout based upon the rating of record (*i.e.*, the rating/score being grieved). If the STRL Grievance Process results in a higher score, additional shares and/or a larger payout, the additional payout amount will be paid from the BUE's assigned pay pool using organizational dollars.
  - a. STRL DEMO STEP ONE GRIEVANCE PROCEDURE: BUEs have twenty-one (21) calendar days from the receipt of their performance appraisal to grieve specific element(s) score(s) and/or the total performance score. The BUE or BUE representative will submit the written Grievance to the Grievant's Supervisor or other person in the Grievant's chain of command. The Supervisor who received the Grievance shall have fifteen (15) calendar days to forward the BUE's Grievance, along with the applicable Supervisor's recommendation(s), to the C5ISR Center G1 Labor and Performance

SUBJECT: Memorandum of Agreement on the C5ISR Center Science and Technology Reinvention Laboratory (STRL) Personnel Demonstration Project – NFFE 476

Management Team (LPMT). The LPMT will notify the appropriate Pay Pool Panel Members that a Grievance has been received. The Pay Pool Panel Members will review the Step One Grievance as well as the corresponding Supervisor's recommendation(s). The Pay Pool Panel Members will reach an independent determination and make a recommendation to the Pay Pool Manager. The Pay Pool Manager will review all available information and make a final decision. The Grievant or Grievant's representative and the Grievant's Supervisor will be notified of the Step One decision in writing, signed by the Pay Pool Manager, within thirty (30) calendar days of the Step One Grievance submission. If the Pay Pool Manager decides to change the appraisal narrative, a performance element score(s), and/or the total performance score, a new appraisal will be generated.

- b. **STRL DEMO STEP TWO GRIEVANCE PROCEDURE:** If the Step One Grievant is dissatisfied with the Pay Pool Manager's decision they, or their representative, may request reconsideration within twenty-one (21) calendar days of receiving the Step One decision. Such reconsideration will normally be referred to the C5ISR Center Deputy Director. In all cases, the deciding official at this stage must be at an organizational level higher than any BUE involved in the Grievance. The deciding official will respond to the BUE in writing, with a copy to the Grievant's Representative, the Pay Pool Manager and the Grievant's Supervisor within forty-five (45) calendar days of the Step Two Grievance submission. If the Step Two decision results in a change to any performance element score(s) or the total performance score, a new appraisal will be generated. The LPMT will generate a new appraisal and the servicing Civilian Personnel Advisory Center (CPAC) ensure necessary action is taken to change the payout. The Step Two decision is final unless the Grievant's Representative invokes either the Alternative Dispute Resolution (ADR) or Arbitration process outlined in the applicable CBA.
- 21) The terms, conditions, timelines and agreements contained within this MOA may be modified by mutual agreement, although permanent changes should be made in writing, which must be submitted to Agency Head for approval. In unusual circumstances requests for exceptions to applicable time limits may be requested and granted for good cause shown.
  - 22) Union Participation in the Reconciliation meetings for those pay pools containing one or more BUEs. Union observers shall not participate in reconciliation meetings during which the observer BUE will be discussed. There should be no reconciliation discussions taking place outside of the formal reconciliation meetings. NFFE shall be provided a copy of all documents distributed to reconciliation participants during the reconciliation meetings. Prior to the convening of any reconciliation process meeting, NFFE will be notified and given the opportunity to attend as an observer. The Parties agree that the Union has the right to send one (1) observer to any and all discussions regardless of level, notwithstanding the conditions described above.

All Union observers, before they shall be admitted to any reconciliation meeting, must sign a Non-Disclosure Agreement provided by the C5ISR Center, which will include the following terms:

- a. The observer may not copy, remove, photograph, or screen shot any document or electronic communication that is presented during the reconciliation meeting, although observers may take and keep their own notes;
- b. The observer shall not participate in reconciliation meetings during which the observer BUE will be discussed and must proactively depart from any discussions in which it becomes apparent that the observer BUE will be discussed;

SUBJECT: Memorandum of Agreement on the C5ISR Center Science and Technology Reinvention Laboratory (STRL) Personnel Demonstration Project – NFFE 476

- c. A violation of the NDA by an observer shall permit the C5ISR Center to suspend either that observer's or the Union's access and participation in the pay pool reconciliation process, depending upon whether the C5ISR Center declares the NDA breach to be a material or non-material one; and
- d. Nothing in the NDA shall preclude the Union from requesting and relying upon any document shown or disclosed in the reconciliation process for the purpose of supporting any Grievance between the Parties.

Each observer may be required to sign such a Non-Disclosure Agreement (NDA) on an annual basis as determined by the C5ISR Center. The C5ISR Center shall, in the event that it determines that a Union observer has breached the NDA, notify the Union of that breach. If the C5ISR Center declares that the NDA breach is non-material, the C5ISR Center Director (or designee) may bar the particular Union observer from attending reconciliation meetings for up to two full years from the notice of the breach. If the C5ISR Center declares that the NDA breach is a material one, the C5ISR Center Director (or designee) may bar the Union from participation in any reconciliation meetings for up to full two years from the notice of the breach. The Parties agree that the Union (and not any individual BUE) may grieve the C5ISR Center's decision that a breach of the NDA has occurred. If a third-party adjudicator finds in favor of the Union on any such Grievance, the C5ISR Center's bar – whether of the particular observer or the Union – shall be terminated. If, however, the third-party finds in favor of the C5ISR Center, the two year ban on entry to reconciliation meetings – whether of the particular observer or the Union – shall extend from the date of the decision. Nothing in the foregoing sentences shall preclude the C5ISR Center from invoking the terms above in the event of a subsequent NDA breach.

- 23) Presentation of Ratings. When BUEs are presented with their ratings they shall be given additional information allowing them to interpret their ratings with respect to the pay pool score distribution and the rules limiting salary increases. Specifically BUE ratings shall include at least the following information:
- a. The BUE's score;
  - b. The cutoff score between the lowest third of scores received in the pay pool and the middle third of scores received;
  - c. The cutoff score between the middle third of scores received in the pay pool and the highest third of scores received;
  - d. Lowest salary that's part of the "top 15%" of the DB3 band;
  - e. The salary midpoint of the BUE's pay band; and
  - f. The mean, median, and standard deviation of the BUE's pay pool.
- 24) Embedded Employees. Embedded Employees are C5ISR Center employees who are operationally controlled by a non-C5ISR Center organization for one hundred percent of their productive mission time. Embedded employees will not have their ratings adversely impacted solely as a consequence of working away from the C5ISR Center. Management will endeavor to acquire annual written performance input for every embedded C5ISR Center employee. If the receiving organization provides such input, the C5ISR Center will take the input into consideration when determining the employee's rating and acknowledge and summarize the input in the justification for the employee's rating. Non-C5ISR Center organizations with operational control over C5ISR Center BUEs should also have input into the objectives of embedded C5ISR Center employees.

SUBJECT: Memorandum of Agreement on the C5ISR Center Science and Technology Reinvention Laboratory (STRL) Personnel Demonstration Project – NFFE 476

- 25) Sabbaticals. Upon conclusion of the sabbatical the BUE will be given the opportunity to return to the same position which they held before beginning the sabbatical or to an equivalent position.
- 26) Career Ladders. The Employer should provide a consolidated document package to BUEs employed under a career ladder containing the details of the program as implemented for the BUE. These details should include (1) a citation to the legal authority for the program, (2) the type of appointment (e.g., Temp, Term, or Permanent), (3) the requirements, schedule, and criteria used to permit and rate BUE advancement along the ladder, (4) the name of POCs who can provide advice on career development, (5) the expected employment disposition after the conclusion of the ladder, and (6) applicable Union contact information.



SUBJECT: Memorandum of Agreement on the C5ISR Center Science and Technology Reinvention Laboratory (STRL) Personnel Demonstration Project – NFFE 476

**SIGNATURE PAGE**

APPROVALS:

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MICHAEL SEMENORO

President

NFFE Local 476 IAMAW (AFL-CIO)

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DATE

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JONATHAN KELLER

Deputy Director

U.S. Army Futures Command, CCDC C5ISR

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DATE