

**Settlement Agreement
GC UMG 14-01**

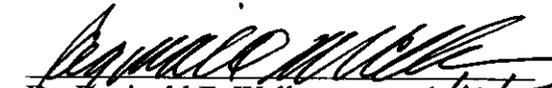
1. The Agency commits to provide ongoing refresher training on PACS. This training will instruct managers on the following:
 - A. to engage in open communications with all employees, including the importance of career development opportunities;
 - B. to better clarify for employees what level of performance is necessary for Level 3 and Level 5 ratings in each performance element, and to provide clearer examples of Level 3 and Level 5 performance to employees (noting that the examples contained in the PPM is not an exhaustive list of Level 5 performance);
 - C. to better inform employees on what factors will be considered in appraising performance;
 - D. to better advise employees as to the method that will be used to make any subjective judgments in assessing performance; and
 - E. to better advise employees as to what information will be gathered to assess performance
2. The Agency agrees to ensure greater openness and transparency in the solicitation for and assignment of noncompetitive details, special projects, volunteer opportunities, etc. among qualified bargaining unit employees.
3. The parties agree to explore modifications to the current appraisal system (PACS), which may include developing an interim and/or permanent replacement or revised appraisal system.
4. The parties agree to engage in settlement discussions to resolve GC UMG 15-01 as soon as possible after the parties sign the settlement agreement for GC UMG 14-01.
5. Within 90 days of executing a settlement agreement for GC UMG 14-01, the Agency will issue a payment of \$300 to all current AFGE bargaining unit employees who received an overall 3.5 element average for the FY 2013 appraisal cycle.
6. In consideration for the above, the Union would agree to withdraw GC UMG 14-01. The Union's withdrawal of GC UMG 14-01 does not waive the Union's right to raise the facts and evidence relied upon by the Union to support GC UMG 14-01 in its processing of GC UMG 15-01 or other grievances or complaints. Additionally, by agreeing to this settlement agreement, the Agency does not admit or concede any of the allegations contained in GC UMG 14-01.


RFC
AS

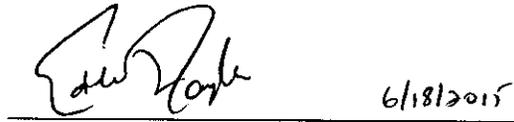

7. Nothing in the settlement for GC UMG 14-01 shall be construed as any type of constraint, waiver, or binding precedent of the parties' respective rights in processing or settling GC UMG 15-01 or other grievances or complaints. Additionally, nothing in this settlement shall be construed as any type of constraint or waiver on any or all defenses that the Agency may raise in processing or settling GC UMG 15-01.

For the Agency:

For the Union:

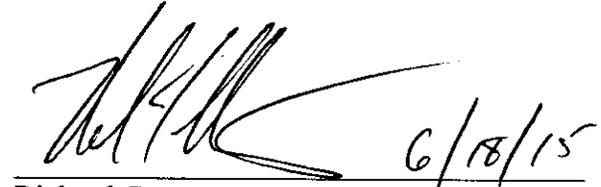

Dr. Reginald F. Wells
Deputy Commissioner for
Human Resources

6/18/15


Eddie Taylor
Center Director, OLMER

6/18/2015


Jim Marshall
President, AFGE Council 215


Richard Couture
Litigation Chair, AFGE

6/18/15

RFC


Sidebar to the Settlement Agreement for GC UMG 14-01

(The parties recognize that modifications to the current appraisal system may necessitate further discussions and/or changes to relevant provisions of the Performance (Article 21), Awards (Article 17) and Merit Promotion (Article 26) articles. Nothing in this agreement waives either parties' rights under 5 USC 71.)

The format will be as follows:

- A. Each side will have seven (7) participants.
- B. The parties will initially meet at Central Office for three (3) days (Monday and Friday will be travel days) for one week in January or February, 2016. If the FY 2016 budget does not permit for face to face meetings, the parties will explore technological arrangements.
- C. The Agency agrees to pay for six (6) union travelers for that first 7 on 7 meeting.
- D. The Agency agrees to pay for six (6) union travelers for a subsequent 7 on 7 meetings, to be held on dates to be determined by the parties.
- E. Additional meetings may be scheduled upon the mutual consent of the parties.

If the parties do not reach resolution through the above-outlined approach, the parties will defer any negotiable matters to term negotiations, and will proceed in accordance with applicable term negotiations ground rules.

