

MEMORANDUM OF AGREEMENT (MOA)

ON

Acquisition Demo (AcqDemo) Program at Arnold Air Force Base (AFB)

References:

- A. DOD Civilian Acquisition Workforce Personnel Demonstration Project (AcqDemo) Operating Guide, dated 31 July 2020
- B. AcqDemo Federal Register Notice; 82 FR 52104, dated 9 Nov 2017
- C. *Acquisition Demo (AcqDemo) Program at Arnold Air Force Base (AFB) MOA dated 14 February 2019*

This MOA rescinds the *Acquisition Demo (AcqDemo) Program at Arnold Air Force Base (AFB) MOA dated 14 February 2019* and implements the provisions below.

1. The American Federation of Government Employees (AFGE) Council 214 and Air Force Materiel Command (AFMC), hereafter referred to as the Union and Management, hereby enter into this MOA regarding the above matters as they apply to AFGE bargaining unit employees (BUEs) covered by the Master Labor Agreement (MLA) between the Parties.
2. AcqDemo is a congressionally-mandated project designed to provide an alternative to the General Schedule personnel system. The DOD AcqDemo Operating Procedures outline the scope of management and employee responsibilities and participation within the AcqDemo project (Reference A). The Federal Register noted above (Reference B) provides the basis for the AcqDemo Operating Guide. This MOA provides guidance for the operation of AcqDemo at Arnold AFB.
3. This MOA will be provided to all BUE's participating in the AcqDemo program.

Position Requirements Document (PRD)

4. The PRD will accurately reflect the duties, responsibilities, and KSA's for the occupational series, title, career path, and broadband level of the position. The PRD will also contain the Contribution-Based Compensation and Appraisal System (CCAS) Factors, with their Expected Contribution Criteria, Discriminators, and Descriptors designed for the corresponding career path and broadband level. These are the Factors on which the employees' contributions will be evaluated.

5. Bargaining Unit employees will receive a copy of an updated PRD upon request.

Performance Appraisal Quality Level (PAQL)

6. In order to comply with 10 United States Code (U.S.C.) §1597(f) CCAS has been modified to embrace the quality of performance an employee demonstrates in achieving his/her expected contribution results through an assessment of performance under each of the contribution factors.

Performance criteria are defined in the three performance appraisal quality levels and includes the criteria on which employee performance is appraised. They are assigned through the comparison of the CCAS factor Expected Contribution Criteria, descriptors and discriminators, an employee's contribution plan, and the impact of the quality of the contributions on the organization.

7. Performance criteria will be defined for each quality level, to include "Fully Successful" performance. Performance criteria will be written in a manner such that an employee is able to recognize when they exceed contribution criteria and achieve a performance appraisal quality level rating of "outstanding". Performance Appraisal Quality Levels recognizes the contribution criteria and reflect the performance level of the work outcomes to the organization and mission.

8. When an individual factor is rated "Outstanding" or "Unacceptable," a performance narrative will be written to capture the justification for such rating. Supervisors will be instructed to include specific areas for improvement when an employee receives an unacceptable PAQL.

9. Upon request, the supervisor will provide clear guidance on how to perform at the "Outstanding" performance level for each contribution factor. Clear guidance is information recorded in the Supervisor's Employee Brief or on a separate piece of paper for insertion into the Supervisor's Employee Brief or into CAS2Net, that briefly and accurately describe the level of performance required by the employee to perform at the "Outstanding" level for each factor. The supervisor will sign and date the written guidance and the employee will sign and date acknowledging receipt. The supervisor will retain a copy in the Supervisor's Employee Brief and provide a copy to the employee.

10. Upon employee request, supervisors will meet with the employee to discuss progress of the contribution plan, areas needing improvement, assistance available, and expectations for the remainder of the cycle.

Contribution Plan (CP)

11. CCAS is an appraisal system that measures the employee's contribution and performance to the mission of the organization. The CCAS appraisal cycle starts 1 October and ends 30 September each year. A CP outlines the expected contributions to the organization's mission for each employee throughout the rating cycle. The CP will be developed based on the duties identified in the PRD and IAW AFMC business rules. The CP is a written document, which is maintained online in the Contribution-Based Compensation and Appraisal System Software for the Internet (CAS2Net) of contribution objectives tailored to the duties and responsibilities of each individual employee. The CP will accurately reflect management's expectations for contributions, and to ensure the employee's contributions are commensurate with their current salary.

12. Management will ensure pay pools use the Broadband Level Descriptors and Discriminators as the benchmarks by which employees will be evaluated for their contributions along with each factor's expected contribution criteria for performance during the CCAS appraisal cycle.

13. Employees are allowed and encouraged to provide ideas, comments, or recommendations relating to contribution objectives to supervisors for consideration at any time or when the contribution plan is being changed. Any hard copy employee written input will be retained in the Supervisor's Employee Brief, for the life of the plan. When an existing contribution plan is issued, employees will be provided a reasonable amount of time to review and provide comments to the contribution plan.

14. At the beginning of each CCAS appraisal cycle, the supervisor should communicate the organization's mission and goals to the employee. Employees will be given the opportunity to provide input regarding proposed contribution objectives for the CCAS cycle via the CAS2Net system. The CP will address all three factors of contribution evaluation in the Contribution – Results – Impact (CRI) format. The supervisor will finalize the CP in CAS2Net and discuss the final CP with the employee IAW the AcqDemo Operating Guide. If additional clarification or explanation of the CP is provided during the discussion, the discussion will be documented on a separate piece of paper or Memorandum for Record (MFR) and inserted into the Supervisor's Employee Brief (AF Form 971). The date and method of communication regarding the CP will be entered in CAS2Net by the supervisor. Whenever an employee's duties, mission, or goals significantly change in a manner that the CP is no longer applicable, the employee and supervisor will discuss the new duties and the CP will be updated in CAS2Net as necessary. Employees will be allowed up to 2 hours to review and provide comments on the contribution plan. In the application of the overall contribution plan, the employer will take into account mitigating factors such as availability of resources, equipment, lack of training, or frequent authorized interruptions of normal work duties.

Mid-Point Reviews

15. A minimum of one mid-point review will normally be held at the midpoint of the annual CCAS cycle. The employee may request additional feedback at any point during the CCAS cycle. The mid-point review allows employees and supervisors to discuss the employee's current contributions and performance compared to the employee's CP, and allows the supervisor to provide feedback on how to improve contributions and performance or maintain current contribution and performance levels, compared to pay pool established rating criteria. The supervisor will finalize the mid-point review in CAS2Net and discuss it with the employee IAW the AcqDemo Operating Guide. If any areas of needed improvement are identified, or any other details the supervisor feels are pertinent to record are discussed, the discussion will be documented on a separate piece of paper or MFR and inserted into the Supervisor's Employee Brief. The supervisor will record the date and method of communication regarding the mid-point review in CAS2Net. Supervisors may consider discussions with employees when reviewing mid-point feedback records during final appraisal.

16. Prior to each scheduled mid-point review and the final CCAS appraisal, the employee is encouraged to provide "self-assessment" statements within CAS2Net, utilizing "CRI" format and ensuring that all three factors are addressed. Employee self-assessment statements are voluntary and the absence of a self-assessment statement alone will not justify a negative mid-point review, appraisal result, or PAQL score.

CCAS Appraisal Process

17. Employees will have access to training on writing effective “self-assessment” statements and contribution objectives. Training should include how to depict demonstrated quality of performance in achieving expected contributions. Employees will be granted a reasonable amount of duty time to complete “self-assessment” statements.

18. When determining an employee’s CCAS contributions, associated compensation, and performance; weighting of factors may be used at the discretion of the pay pool and pay pool manager IAW the AcqDemo Operating Guide and local business rules. The total award budget distribution between CCAS awards and other awards throughout the year will be decided by a Personnel Policy Board IAW the AcqDemo Operating Guide. Pay pools which include bargaining unit employees should ensure a Union representative be provided with a copy of pay pool business rules and provided an opportunity to provide feedback. The Union will be notified at least 15 calendar days prior to the CCAS pay pool deliberations taking place. The total award budget set aside for CCAS awards will be IAW the Civilian Acquisition Workforce Personnel Demonstration Project (AcqDemo) Federal Register. The Award Category Level will set by Expected Overall Contribution Score (EOCS) range. NH-03s will be split between Cat II/III based on EOCS range. Maximum EOCS range set by AcqDemo conversion-out rules. This Allows GS-12 to be rated against NH-03 (GS-12 equivalent).

19. The supervisor will communicate the appraisal Overall Contribution Score (OCS), PAQL score, factor scores, and pay adjustments to each employee in a formal feedback session. The supervisor will record the date and method of communication in CAS2Net.

20. Employees who are under CCAS for less than 90 consecutive calendar days and are in a pay pool as of September 30 will receive General Pay Increase (GPI) IAW the Federal Register.

21. The pay pool manager and supervisors must ensure the employee information contained in the program is safeguarded during the CCAS process. The Privacy Act of 1974 applies to all data, regardless whether finalized or not, during the entire process. Employee information, such as name, will not be disclosed outside of pay pool proceedings. Pay pool managers who convey the outcomes of the CCAS process must do so in a manner that ensures individuals cannot be personally identified by the posting of the results.

22. Supervisors should document counseling sessions when employees receive feedback for deterioration of contributions or performance. Feedback sessions should be conducted between the supervisor and employee when the deterioration in contributions or performance occurs. Documentation of these sessions should occur following counseling sessions. Deteriorating contributions or performance must be documented prior to initiating a Contribution Improvement Plan (CIP).

23. To maintain a quality civilian workforce and encourage employees to strive for top performance, supervisors should take positive action as soon as a performance problem is observed. At any time during the performance appraisal cycle that the employee's contribution and/or performance starts deteriorating, the supervisor will initiate an opportunity period to give

the employee a reasonable amount of time to demonstrate acceptable contributions and/or performance. This means an amount of time commensurate with the duties and responsibilities of the employee's position sufficient to allow the employee to show whether he or she can contribute adequately and/or perform acceptably to the standards. The supervisor will help the employee improve performance during the opportunity period. This can include supervisory instruction and counseling personal demonstration, peer coaching, frequent reporting, special assignments, on-the-job training, etc. Although not required by regulation, formal training may be provided. This training should be given a sufficient high ranking within the appropriate training priorities."

24. Management will take appropriate action to timely effect any changes to an employee's performance records when it has been determined appropriate under the negotiated grievance procedures of the MLA or other appeal process. If the employee achieved fully successful accomplishment of the CIP requirements, the employee is provided written notification of adequate/improved contribution and performance and is advised that he/she must sustain adequate contribution and/or fully successful performance for up to two years from the beginning of the opportunity period as described in Section 7.10. If there is another inadequate contribution and/or unacceptable level of performance finding within a two-year period from the beginning of the opportunity period, the employee can be issued a notice of contribution-based action, i.e., reassignment, reduced in pay (amount determined by organization), changed to a lower broadband level with or without a reduction in basic pay, or removed from Federal Service. Employee will sign the notice of improvement to acknowledge his/her receipt of the consequences of another inadequate contribution finding and/or unacceptable rating of record during the two-year trial period.

Contribution Improvement Plan (Optional and Mandatory)

25. A decision to reduce pay or remove an employee for inadequate contribution or performance shall be IAW AcqDemo Operating Procedures. All employees shall be given a written notice of proposal to take a contribution or performance based action at least 30 calendar days prior to the date the action will be effective. All relevant documentation pertaining to a reduction in pay or removal that is based on inadequate contributions or performance shall be preserved and made available for review IAW AcqDemo Operating Procedures. In the event that a proposed action does not take place because an employee has achieved an adequate level of contribution or performance the employee will be notified in writing that the proposed action will not be taken, with the employee receiving a copy and a copy retained in the Supervisor's Employee Brief (AF Form 971).

Transfers and Reassignments

26. In the event of downsizing associated with a formal reorganization/realignment, management will inform potentially affected employees of the potential for downsizing at least 90 calendar days prior to the action taking place. Management will inform employees of their right to request reassignment or change to a lower grade at least 90 calendar days prior to downsizing occurring. Management will also instruct potentially affected employees on the procedures for requesting expedited reassignment or change to a lower broadband or grade as a Priority Placement Program (PPP) registrant after formal notice is provided to the affected employee.

27. Employees may receive a lateral reassignment to the same or different broadband with the same maximum base pay providing the employee meets OPM qualifications standards and DAWIA requirements for the position, as applicable. A new CP will be completed to ensure the employee understands the new assignment and the contributions and performance that are expected. If the employee does not consent, the employee must be provided written notice of the intent to reassign at least 30 calendar days prior to the effective date. The employee and the supervisor will both sign the intent to reassign and a copy will be given to the employee and a copy retained in the Supervisor's Employee Brief (AF Form 971).

28. Upon an employee's placement to a position with no change in series or broadband level the supervisor will document in the Supervisor's Employee Brief (AF Form 971) the date of the change, the lack of change to series, broadband level, and KSA's, and employee understanding of the reassignment. A new CP will be completed to ensure the employee understands the new assignment, expected contributions and performance and the plan will be entered into CAS2Net.

Movement to a Lower Broadband Level

29. In the event of a voluntary change to a lower broadband in the same or different career path, the employee's salary may be set at any point within the broadband level to which appointed, except that the new salary will not exceed the employee's current salary or the maximum salary of the broadband level to which assigned, whichever is lower. An employee's written request for a voluntary change to a lower broadband or different career path will include a reason(s) for the request as well as employee and supervisor signatures and dates. All actions shall be documented by use of an official personnel action and be retained in the Supervisor's Employee Brief (AF Form 971) as well as appropriately filed IAW local procedures. If the employee applies through a USA Job Announcement and is selected, this is considered the written request.

30. An employee may receive a reduction in pay within his/her existing broadband level and career path; be changed to a lower broadband level; and/or be moved to a new position in a different career path due to a contribution based action. An employee may only be involuntarily moved to a lower broadband after the pay pool manager determined that the employee contributions resulted in an inadequate contribution which resulted in a lack of partial or no general pay increase (GPI). Change to a lower broadband is authorized when the base pay results in a salary lower than the minimum of the pre-appraisal broadband.

31. Employees who are involuntarily reduced in pay/changed to a lower broadband due to an adverse action will have their based pay reduced by at least six percent, but will be set no lower than the minimum salary of the broadband level to which assigned. Employees placed into a lower broadband due to adverse action are not entitled to pay retention.

32. Employees who are involuntarily reduced in pay/changed to a lower broadband due to a contribution based action will have their pay reduced at least six percent but will not be set any lower than the salary of the next lower stop and consider point used IAW AFMC business rules and the AcqDemo Operating Guide when considering increases in pay. Change to a lower broadband is only authorized when the decrease in pay results in a salary lower than the minimum of the pre-appraisal broadband. In the event the reduction in pay does not result in a

salary lower than the minimum of the pre-appraisal broadband, no change to a lower broadband is authorized.

33. In cases where an involuntary change to a lower broadband occurs that is not a result of adverse or contribution based action (i.e. RIF/Surplus), the employee's salary will either be their current salary if within the salary range of the new broadband, the maximum salary within the new broadband, or will receive retained pay, whichever is commensurate with the employees current salary. The employee must receive at least 30 calendar day's written notice prior to an involuntary change to a lower broadband in the same or different career path. The written notice will include a reason(s) for the change, the planned effective date, and associated appeal rights. In addition, the employees and supervisor's signatures and dates will be documented on the written notice. All actions shall be documented by use of an official personnel action and copies shall be retained in the Supervisor's Employee Brief (AF Form 971).

Temporary Promotions

34. Employees who are serving in a temporary promotion will have their expected contributions adjusted accordingly, as appropriate, to account for the lack of contributions and performance relating to their primary position as outlined in their CP. Such time away from their primary position for temporary promotion duties will not be viewed as lack of contributions or performance.

Occupation, Series, and Broadband Level Concerns

35. If an employee formally raises a concern pertaining to the occupational series, title, or broadband level of his or her position to the supervisor it must be done in writing. It is the supervisor's responsibility to inform the employee of the requirement for formal concerns to be in writing. The union will be notified in writing after an employee appeal has been filed within 10 work days. All documentation will be provided to the union pertaining to the appeal upon union request.

CCAS Grievances

36. All employees who are in the bargaining unit may grieve CCAS Overall Contribution Score (OCS), PAQL rating, and/or Contribution Improvement Plans under Article 6 of the MLA. The union may request aggregate data of the CCAS results following the closeout of an appraisal cycle.

Bargaining Unit Employees are required to follow the Negotiated Grievance Procedure. Grievances will be tracked and monitored in CAS2Net via the grievance module. The grievance module is a means of submitting, documenting, and resolving adjustments related to employee annual assessment results. Upon any changes to an employee's appraisal as a result of a grievance, the CAS2Net system will recalculate scores, compensation, supervisor's assessment, etc.

Union Representation Duties

37. Union official who perform representation duties 100% of their time are entitled to receive the General Pay Increase (GPI). Employees who perform union representation tasks less than full time will have their expected contributions and performance standards adjusted accordingly to account for time away from the job for union representation duties. Such time away from the job for union representation duties will not be viewed as lack of contributions or performance.

38. Official DOD AcqDemo survey data will be provided to the Union upon request. The Union reserves the right to request data regarding the CCAS rating cycle.

39. The Union reserves the right to request additional data concerning AcDemo. Data requests will be specific to the type of data needed and the request will outline the particularized need for the data requested.

40. Once per year, not to exceed three appraisal cycles from the date of this agreement, one (1) union representative will be granted up to three (3) days, to participate in Agency-funded, travel orders to visit Arnold AFB, upon request. The Union will be provided travel orders to discuss any concerns pertaining to evaluations of affected BUEs and have representational meetings with interested BUEs to discuss any AcqDemo concerns/issues.

41. All remedies available under the MLA or 5 U.S.C. 71 will remain available to the parties if concerns cannot be cooperatively resolved.
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