

Article 29 Employee Awards

Section 29.01

The percentage allocation for the bargaining unit performance awards budget will be no less than the amount allocated to any other pool, e.g., the non-unit, managerial pool (not including the SES pool). The Employer will provide NTEU with the elements of the awards equation as soon as it is known. Information will include the total adjusted salary and the percentage of salaries allocated to the awards pool for each first tier. NTEU will be provided additional information and details in a briefing, if requested. The Employer will notify NTEU throughout the year of any changes in budget administration that affect the awards pools immediately upon a decision about the change. If funds are available, performance-based cash awards will be paid to employees no later than 4 months after the end of the official rating year.

The parties agree to establish and implement the following performance-based awards:

A. Performance-Based Cash Award

This award is available to all employees in the Performance Management System whose annual summary rating-of-record is "Meets Expectation" (ME) or higher, unless the employee has been rated at "Needs Improvement" or below on any critical element. All employees rated at or above this level will be nominated for a Performance-Based Cash Award. The amount of the cash award will be calculated using the following formula:

1. Each employee's summary rating (ME or above) will be used to determine the distribution factor.
SE (95-100) = 3
SE (80-94) = 2
ME (50-79) = 1
2. The employee's salary (base + locality pay) multiplied by the distribution factor corresponding to his/her summary rating of record equals the employee's weighted salary.
3. The aggregate weighted salaries for each distribution factor multiplied by the distribution factor equals the weighted sum of salaries.
4. The bonus pool divided by the total weighted sum of salaries determines the bonus share percentage.
5. The employee's salary multiplied by the bonus share percentage multiplied by the distribution factor determines the employee's performance award amount.

B. Time-Off Award

This award may be granted without loss of pay or charge to leave subject to the following constraints:

1. Each employee whose summary performance rating is ME (50 – 79) shall be eligible for a Time-Off Award of 10 hours.

2. Each employee whose summary performance rating is SE (80 – 94) shall be eligible for a Time-Off Award of 20 hours.
3. Each employee whose summary performance rating is SE (95 – 100) shall be eligible for a Time-Off Award of 40 hours.
4. Each employee who is eligible for a Time-Off Award will be consulted as to his/her preference for either a Time-Off Award or a Performance-Based Cash Award. If the employee expresses a preference for a Time-Off Award, the employee's preference will be given serious consideration. However, if management determines that it cannot give the employee the preferred Time-Off Award, it will notify the employee that he/she will be nominated for the cash award instead.
5. Time-Off Awards must be used within one calendar year of the date that the award is granted. It may not be transferred if an employee transfers to another Federal agency, nor is the award payable in a lump sum if the employee leaves Federal service.

C. Quality Step Increase

Quality step increases are permanent increases in pay. They are granted at management's discretion to reward sustained performance of high quality significantly above that expected at Level 95 or higher, and to motivate employees toward increased productivity. The following applies to the granting of Quality Step Increases:

1. Quality Step Increases may be granted only to employees who have permanent or indefinite appointments, whose current rate of pay is less than the maximum for their grade, whose current rating of record is at 95 or higher (or equivalent under another system) and who are expected to continue to serve in their current position, or in a similar position at the same grade, at the same level of performance, for the foreseeable future. Decisions on Quality Step Increases will be based on objective criteria. Such criteria shall be published by the Departmental element affected within the first four months of the rating year and distributed to bargaining unit employees with copies sent to the Presidents of each respective Chapter concurrently.
2. Only one Quality Step Increase may be granted to an employee during any 52-calendar-week period.

As soon as practicable management will provide the Union with the name of the employees receiving a QSI, the documented criteria met by the employee to receive the awards, and the names of all bargaining unit candidates who were nominated for a QSI but did not meet the criteria.

Section 29.02

An employee may not receive more than one of the following for the same performance: a Quality Step Increase, a performance-based award cash award, or a time-off award.

Section 29.03

In addition to those performance based awards listed in Section 29.01, employees may be nominated for the following:

- A. Superior Accomplishment (Special Act) Award - This is a monetary or non-monetary award granted for a contribution resulting in tangible and/or intangible benefits to the Government. This is the type of award given for a special act or service.
- B. On-the Spot Award – This award is given to recognize an act performed above and beyond the call of duty or an act demonstrating high quality service.

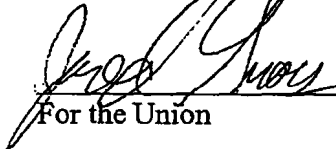
Employees seeking information regarding incentive awards should telephone or visit the Headquarters personnel office, which will advise them as to available awards for which they may be nominated.


Section 29.04

A disapproval of an award nomination must be in writing and shall include a detailed explanation for the decision to deny the award. Award nomination disapprovals shall be in accordance with this Agreement and be fair and equitable. An employee may grieve the disapproval of their award nomination as either; 1) violative of this Agreement; or 2) unfair and NTEU may arbitrate such a grievance, under Article 12 of this Agreement. An employee who receives a written disapproval of their award nomination shall receive two copies. The written disapproval shall contain information concerning the employee's grievance rights as stated above and a statement that one copy may be furnished to NTEU by the employee. The written denial must be provided to the employee no later than 60 days after the end of the rating period.

Section 29.05

The Employer will provide NTEU a quarterly listing of all employees, both bargaining unit and non-bargaining unit, who receive any type of monetary award (e.g., performance, QSI, special act), the basis for the award, and the amount of the award. Upon request, the Employer will provide NTEU with information about the types of acts that led to the award, including any supporting documentation, within 10 days of the request, unless the parties mutually agree to an extension. The Employer will provide NTEU any additional information reasonable and necessary to the processing of a grievance, upon request.


For the Union Date 7/16/08


For Management Date 7/18/08