

## MEMORANDUM OF AGREEMENT

The Laborers' International Union of North America (LIUNA) and the Indian Health Service (IHS) agree to the implementation of IHS Circular 97-9, Performance Appraisal System (PAS) and IHS Circular 97-10, Recognition and Awards Program (RAP), as follows:

1. A percentage of aggregate base pay per organizational component shall be budgeted for each fiscal year to recognize employees, in accordance with IHS Circular 97-10, Section 10. LIUNA's input will be considered, consistent with Partnership principles, in establishing the awards budget and LIUNA will be informed of any changes to the budget during the year. To the extent permitted by law, the parties agree to bargain on the impact and implementation of budget decisions and/or changes.
2. Employees who feel that their position descriptions are obsolete or inaccurate are reminded of their right to have their position description reviewed in accordance with established procedures and their collective bargaining agreement. The accuracy of an employee's position description will be addressed when performance standards are issued and during any performance review.
3. It is the intent of the parties that performance standards deal with the performance of official duties, and that conduct issues should be differentiated from performance issues. Conduct issues are more appropriately dealt with by disciplinary/adverse action procedures, and not by performance evaluation procedures.
4. When multiple positions are covered by standardized position descriptions, the performance plans for those positions may also be standardized.

5. If a Reduction in Force (RIF) should occur for any reason, the length of service credit applicable for a passing performance evaluation will be the maximum allowable by the Office of Personnel Management (OPM).
6. Joint briefings (conducted by Management and the Union) on IHS Circulars 97-9 and 97-10 will be provided to supervisors and employees in each Area and Headquarters. The briefing materials will be uniform, developed by Management and the Union, and presented at the local facility, as expeditiously as possible. Training will also be provided on writing and communicating standards and elements, defining what is critical, updating position descriptions, and other relevant topics. The training may be provided by videotape presentation, if available.
7. The importance of the Awards Program will be emphasized by providing quarterly reminders to supervisors and employees about awards and by requiring quarterly reports. These reminders and reports will be provided to the Partnership Council or Award Committee. Information about the Awards Program may be furnished through the Employee Bulletin, memorandum, bulletin board notice, deskdrop, e-mail, or other method, to be decided at the local level by the parties.
8. As part of the awards nomination process, employees may recommend another employee for an award. The recommendation should be submitted in writing to the supervisor of the nominated employee, describing the accomplishments and how they have benefitted the Agency. The nominee's supervisor will consider all such recommendations.
9. An award will be established for Consistent Superior Performance, to recognize employees whose performance has been consistently above the Acceptable level for a sustained period of time. It is the parties' intent that a significant portion of the awards budget be established for these awards.
10. Prior to implementation, a joint Performance Appraisal and Awards Review Committee, with representatives from the Union and Management, will be established in each Area and Headquarters. It is strongly recommended that, whenever possible, this Committee be part of Partnership activities. This Committee will monitor and study the implementation of these policies, including the implementation guidelines set forth in Attachment 1, and make recommendations for any necessary adjustments. The structure of the Committee will be worked out at the local level by the parties.

Information concerning the awards budget will be provided. The manner of providing information and of obtaining Union input will be worked out at the local level.

11. All awards will be documented in the Official Personnel Folder (OPF) or Employee Performance Folder (EPF), in accordance with regulations governing such records.
12. The parties agree to announce and publicize awards at every general staff meeting. (Or through some other system to be worked out at the lowest possible level).
13. The parties may further negotiate at the appropriate operational level on such matter as: Awards Committee structure, supplemental criteria for awards, communicating the awards program, and other local matters.

14. Those matters which <sup>may</sup> ~~are~~ not negotiable but which are of mutual interest and concern to the parties may be referred to the appropriate Partnership Council. Such matters might include (but are not limited to):

- Establishing organizational goals in accordance with IHS Circular 97-9
- Communicating those goals to supervisors for inclusion in performance plans and performance management
- Planning for reviewing, revising and updating position descriptions, as needed.
- Ensuring fairness and consistency in applying the IHS recognition and awards program
- Providing adequate funding for the awards program
- Developing, communicating and applying performance standards
- Exploring the possible standardization of position descriptions and their concomitant performance plans.

13. The parties agree that an ADR process may be helpful to deal with concerns involving the application of the performance standards, and may be utilized in accordance with collective bargaining agreements.

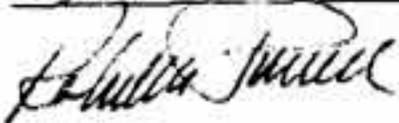
14. The parties understand that it is difficult, if not impossible, to anticipate the effects of the new programs in advance. Therefore, the parties agree to post-implementation bargaining, which can be initiated at any time by mutual agreement. After the programs have been in effect for one full appraisal cycle, either party can reopen this Agreement to modify or add to it, in order to negotiate procedures or appropriate arrangements to alleviate any adverse impact on bargaining unit employees.

15. To the extent that the provisions of this Agreement are in conflict with existing collective bargaining agreements, this Agreement will take precedence.

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Signed for LIUNA



4/22/99

Signed for IHS



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