

## **Collective Bargaining Agreement with Congressional Research Employees Association**

### **Agreement between the Library of Congress and the Congressional Research Employees Association with Respect to Senior Level Pay**

#### **Section 1. Purpose**

This agreement establishes the principles, guidelines, and procedures governing pay and performance for bargaining unit Senior Level employees in the Congressional Research Service of the Library of Congress.

This agreement shall have an effective date of July 17, 1995, and shall bind the parties from that date through the duration of the next Collective Bargaining Agreement between The Library of Congress and Congressional Research Employees Association, IFPTE, Local 75, scheduled to be bargained between the parties in late 1995 or early 1996. The matters covered in the "Agreement between the Library of Congress and Congressional Research Employees Association with Respect to Senior Level Pay" shall not be part of the master contract bargaining.

However, after two years from the effective date of this agreement, should any material, substantial, and adverse impact arise concerning implementation of the terms of this agreement, either party may, within 30 days from the date the party raising a concern knew, or should reasonably have known of the occurrence of said impact, and upon written notice to the other, request reopening to discuss said impact. (However, a continuing practice that has material, substantial, and adverse impact may be raised as a basis for reopening.) With respect to such impact allegations arising within the initial two year period. Upon presentation of material, substantial, and adverse impact, the parties shall meet within 30 calendar days of receipt of the written notice to reopen. However, neither party may reopen for the purpose of discussing the amounts of compensation or rates(s) of pay.

By entering into this agreement and its terms, neither party shall be deemed to have waived any right or any argument, whether based in law, rule, or regulation, in any subsequent negotiation, following the period encompassed by this agreement, concerning the matters covered by this agreement.

#### **Section 2. Authority**

Federal Employees Pay Comparability Act of 1990 (FEPCA), Public Law 101-509 of November 5, 1990, 5 U.S.C. §,5376, 5 CFR §, 534.501 et seq., and 2 U.S.C. §, 136.

#### **Section 3. Coverage**

This agreement covers bargaining unit Senior Level positions in the Congressional Research Service designated by the Librarian of Congress as meeting the criteria for inclusion in the Library of Congress Senior Level System. Senior Level positions are those classified above GS-15 of the General Schedule and paid in accordance with the Federal Employees Pay Comparability Act of 1990 (FEPCA), Public Law 101-509 of November 5, 1990 which abolished grades 16, 17, and 18 under the General Schedule (and their equivalents under Scientific and Technical) and replaced them with an ungraded Senior Level system.

#### **Section 4. Relationship to Existing Laws and Regulations**

A. Any laws, Federal regulations, or court decisions applicable to the Library of Congress take

precedence over this agreement as long as they are in effect.

- B. All provisions of this agreement are subject to law.
- C. All Library of Congress Regulations remain applicable to Senior Level employees to the extent that their provisions are not superseded by this agreement or by the Collective Bargaining Agreement between the Library of Congress and the Congressional Research Employees Association, IFPTE, Local 75.

### Section 5. Responsibilities

- A. **The Librarian of Congress.** As appointing authority and agency head, the Librarian of Congress has overall responsibility for and authority over the Library's Senior Level system.
- B. **The Director of the Congressional Research Service.** The Director of the Congressional Research Service is responsible for making certain that levels of achievement and recommendations regarding ratings and performance recognition are justified properly in the performance appraisal and for ensuring equity and consistent application of the standards used to measure levels of performance.
- C. **Supervisors.** Supervisors of Senior Level employees are responsible for performance planning as it relates to the Senior Level employees they supervise; for progress reviews; and for appraisal, measuring performance against plan.
- D. **Delegation.** As circumstances necessitate, the Librarian may delegate any of his responsibilities under this agreement.

### Section 6. Basic Pay and Other Compensation

- A. **Pay Range.** The Library's Senior Level System has minimum and maximum pay range as set by law. The minimum is linked to the General Schedule, specifically 120 percent of the salary for a GS-15/1; and the maximum is equivalent to level IV of the Executive Schedule.
- B. **Basic Pay at Initial Appointment.**
  - 1. Rates of Pay. At the time of initial appointment to a Senior Level position, the Librarian of Congress or designee, on the recommendation of the Associate Librarian for Human Resources, sets basic rate of pay at one of four rates linked to the General Schedule:
    - a. SL-1: 120% of GS-15/1
    - b. SL-2: 128% of GS-15/1
    - c. SL-3: 139.51% of GS-15/1
    - d. SL-4: 162.44% of GS-15/1
  - 2. Factors for Setting Initial Rate of Pay. The initial rate of pay shall be established based on factors related to the position itself and to what the Senior Level employee brings to the position. (In 1991 Senior Level Employees represented by CREA who were either converted

or appointed to the Senior Level system had their pay set at a rate of pay no less than the equivalent of SL-2.) The factors for setting initial rate of pay include:

- a. special qualifications as well as any unique combination of skills;
- b. recognition in the academic, scientific, library or artistic community (or any other field directly related to the position) as an expert;
- c. candidate's current pay;
- d. organizational level of the position within the Library;
- e. significance of responsibilities assigned to the position (i.e. scope and effect);
- f. comparable positions within the Library;
- g. comparable positions in other Federal agencies;
- h. pay for comparable private sector personnel; and
- i. scarcity of qualified employees for the position.

### **C. Adjustments to Basic Pay after Initial Appointment**

1. Annual Employment Cost Index (ECI) Adjustments. ECI adjustments are made to the basic rate of pay, as provided for in Section 8 of this Agreement. The Librarian of Congress has the discretion to establish the amount, if any, of the annual ECI increase for Senior level employees whenever the President of the United States orders such an increase for the General Schedule. The Library's Senior Level four basic rates of pay are adjusted upward accordingly.
2. Locality Pay Adjustments. Locality pay adjustments, as provided for in Section 8 of this Agreement, shall be considered to be part of basic pay for such purposes as may be expressly provided by law (e.g. retirement and life insurance).
3. Adjustments to Basic Pay Based on Performance.
  - a. Adjustments to Senior Level basic pay, other than those driven by statute will be based on performance. Performance based pay adjustments are made to the basic rate of pay.
  - b. Each adjectival rating carries with it a standard dollar value (or percentage value), determined by the Librarian on an annual basis and applied consistently to all Senior Level employees. The performance-based pay adjustment is determined by totaling the dollar values associated with the ratings. Changing fiscal conditions necessitate some flexibility in proposing salary adjustments based upon performance. The great majority of adjustments will fall into the two to three percent range, although extraordinary performance could result in an adjustment as high as ten percent.
  - c. If the performance-based pay adjustment would take the Senior Level employee above the salary limit established by law, then the amount of the proposed performance

adjustment which exceeds the limit will be given as a performance award rather than as an increase to the base.

- d. On an annual basis, management will project the anticipated total dollar amount of Senior Level performance-based increases and will include that dollar projection in the budget preparation and execution process.
- e. The Library, on or about the beginning of each calendar year (beginning in 1996 and thereafter), will announce the formula for making pay determinations for performance for the previous calendar year. The announcement shall be issued prior to the submission of performance accomplishments by covered employees. This information will demonstrate, on an annual basis, the link between particular levels of performance and pay determinations.

The formula for making pay determinations for performance for the 1994 calendar year shall be announced prior to the submission of performance accomplishments by covered employees.

4. Responsibility.

- a. The Librarian of Congress has ultimate responsibility for making performance-based pay adjustments.
  - b. The Office of the Director for Human Resources shall be responsible for ensuring that Senior Level employees' performance-based pay adjustments, in accordance with the Librarian's determinations, are effected the first day of the first pay period on or after May 5 of each year, the anniversary date of the Library's conversion to the Senior Level system.
5. Frequency of Adjustments to Basic Pay. Subject to the provisions of 5 CFR 534.503(c), the Librarian or designee may adjust basic pay only once in a twelve-month period, except for specific pay adjustments authorized by statute.

**D. Other Compensation**

1. Performance Awards. At the discretion of the Librarian or designee, Senior Level employees may receive performance-based awards not to exceed twenty percent of basic pay. Senior Level employees are eligible both for honorary performance awards and for cash awards based on outstanding achievement.
2. Paid Time off as an Incentive Award. Time off without charge to leave or loss of pay may be granted in lieu of a cash award under 5 U.S.C. 4502(e) and 5 CFR Part 451, Subpart C.

**Section 7. Performance Appraisal System**

- A. **Purpose and Scope.** The performance appraisal system documents management expectations and individual job accomplishments. It is designed to:
1. appraise Senior Level employees on their contribution to CRS' and the Library's mission, goals, and objectives;

2. enhance individual motivation and encourage excellence;
3. increase organizational effectiveness and accountability; and
4. provide the basis for pay adjustments and awards related to performance, as well as decisions related to Senior Level development and retention.

B. **Performance Appraisal Process.** The performance appraisal process involves four distinct stages: performance planning, progress review, appraisal, and appraisal review and certification.

C. Performance Planning

1. Performance plans must be established for all Senior Level employees. (The Senior Level employee and the supervisor will determine, in a consultative manner, appropriate relative weights to be assigned to each critical element, against which performance will be measured.) Relative weights should be determined at the start of the performance cycle although they may be adjusted as necessary during subsequent performance reviews. Critical elements are those components of a Senior Level employee's position which contribute significantly toward accomplishment of CRS' and the Library's mission, goals and objectives. Each critical element is considered of such importance that unsatisfactory performance on the element would result in unsatisfactory performance in the position.
2. Senior Level employees will be measured against the following elements:
  - a. Written Analytical Support of the Congress. Prepares authoritative written analyses on the most significant and immediate subjects of the greatest importance in his/her subject area(s). The analyses are of a high level of complexity and are prepared for the development of legislation, for critical stages of the legislative process, and it assist Congress in its oversight role. Written products may be prepared in anticipation of congressional needs or in response to requests.
  - b. Consultative Support of the Congress. Consults with committee and member staff at the highest level. Consultation may assist members and committees in developing and assessing legislative proposals, planning hearings, preparing reports and providing assistance during floor action and conference. Such support is also provided in the form of participation in briefings, seminars and other group activities. Maintains a continuing working relationship with member and committee staff, providing support for their legislative work as well as advising them on the services of the Congressional Research Service and the Library of Congress.
  - c. Intellectual Leadership. Plays a leadership role in the division and the Congressional Research Service in providing support to Congress. Develops and maintains continuing working relationships with other Specialists, analysts and other professional staff in CRS and with specialists in other organizations for the purpose of enhancing CRS support of the Congress. Leads interdivisional and interdisciplinary teams engaged in major research projects. Reviews the work of other specialists and analysts in CRS and, as required, may direct the work of other analysts. Supports and plays a mentoring role for new or junior employees, including women and minority colleagues. Provides advice to division management on research management and planning.

- d. Through a consultative process involving each Senior Level employee and the immediate supervisor, activities will be identified that are designed to achieve the objectives for each critical element.
- e. The supervisor must make the final decision regarding the contents of the performance plan.
- f. Each Senior Level employee must receive a copy of the approved performance plan during the first 30 days of the appraisal period.
- g. The performance plan may be modified during the mid-term documented progress review or at other times if necessary.

#### D. Progress Review

1. Each Senior Level employee's immediate supervisor is responsible for conducting at least one documented progress review, generally mid-way during the appraisal period. Additional problem, the supervisor must schedule a progress review immediately to communicate his/her concern to the affected Senior Level employee and work out a plan for remedial actions. (Continued performance problems should be handled in accordance with the counseling provisions of LCR 2017-5, Section 3(A) and (B). If it becomes clear that the performance is sufficiently poor to result in an unsatisfactory rating on any critical element, the supervisor must schedule such a progress review at least ninety days in advance of issuing the unsatisfactory rating. The rating period shall be extended when necessary to meet the 90 day timeframe necessary for the Senior Level employee to demonstrate improved performance.
2. The progress review must include discussion of:
  - a. the progress being made toward meeting the objectives of the critical elements included in the performance plan;
  - b. the need for changes in the plan based on changes in objectives or responsibilities; and
  - c. the identification of any performance deficiencies and recommendations on how to improve them by the supervisor.
3. There must be recording summarizing the progress review. Both the supervisor and the Senior Level employee should date and initial the performance plan to indicate that the review took place.
4. Progress reviews should also be scheduled and conducted for Senior Level employees who enter covered positions after the start of the appraisal period and who are in the position for at least 180 days during the appraisal period. These progress reviews should be completed near the midpoint of the shortened appraisal period.

#### E. Appraisal

1. Rating Periods

- a. Senior Level employees must be appraised annually. The appraisal period corresponds to the calendar year, January 1 through December 31.
- b. Senior Level employees employed as of December 31 must receive an appraisal if they have been employed as a Senior Level employee for at least 180 days.
- c. Whenever a Senior Level employee moves into a new position, the former supervisor must complete an appraisal.

2. Proposed Rating

- a. Supervisors must rate each Senior Level employee they supervise, based on performance measured against the generic performance standards for each rating level.
- b. Supervisors must rate each Senior Level employee they supervise (a) in the context of each critical element separately, *and* (b) in the context of an overall summary rating.
- c. There are five levels of performance: Outstanding (5 points); Commendable (4 points); Successful (3 points); Minimally Successful (2 points); and Unsatisfactory. *(No points are assigned to Unsatisfactory since a Senior Level employee who is given an Unsatisfactory rating on any critical element must be given an overall summary rating of Unsatisfactory and is subject to demotion or removal from the Library pursuant to the adverse action provisions of the Collective Bargaining Agreement.)*
- d. The overall summary rating will be determined by adding the points assigned to each rating and dividing the total points by the number of critical elements. The following scale shall be used to assign the summary rating:

| <u>Level</u> .....        | <u>Rating/Average</u> |
|---------------------------|-----------------------|
| Outstanding.....          | 4.7 or higher         |
| Commendable.....          | 3.8 to 4.6            |
| Successful.....           | 2.8 to 3.7            |
| Minimally Successful..... | 2.0 to 2.7            |

- e. In supporting the rating given each critical element, supervisors must use a five-level rating scale, with narrative justifications:

- i. Outstanding

A level of rare, high-quality performance. The individual has performed so well that Library goals have been achieved that would not have been otherwise. The individual's mastery of technical skills and thorough understanding of the mission and values have been fundamental to the completion of program objectives. All aspects of performance in the critical element not only exceed normal requirements but are outstanding and deserve special recognition.

- ii. Commendable

A level of unusually good performance that substantially exceeds requirements of the critical element. The individual has exceeded expectations in critical areas and shows sustained support of Library goals. The individual's performance and

initiative are worthy of special notice. Many aspects of performance in the critical element have been outstanding.

iii. Successful

A level of good, sound performance. The individual has contributed positively to organizational goals. All critical element activities that could be completed are. The individual effectively applies technical skills and organization knowledge to get the job done.

iv. Minimally Successful

A level of performance that is minimally acceptable but shows significant deficiencies that require correction. The individual's work is marginal on one or more major activities of the critical element, jeopardizing attainment of the element. Most of the following deficiencies are typically, but not always, characteristic of the individual's work: lack of awareness of policy implications of assignments; reluctance to accept responsibility; incomplete understanding of one or more important areas of the field of work; and lack of clarity in writing and speaking.

v. Unsatisfactory

A level of unacceptable performance. Work products do not meet the minimum requirements of the critical element. Most of the following deficiencies are typically, but not always, characteristic of the individual's work: little or no contribution to organizational goals; failure to meet work objectives; failure to respond to client needs; and inattention to organizational priorities and administrative requirements.

- f. A Senior Level employee who is given an Unsatisfactory rating on any critical element must be given an overall summary rating of Unsatisfactory and is subject to demotion or removal from the Library pursuant to the adverse action provisions of the Collective Bargaining Agreement between the Library of Congress and the Congressional Research Employees Association, IFPTE, Local 75.
- g. A Senior Level employee who disagrees with a rating may request a higher-level supervisory review. The employee must submit a written statement outlining the reasons within five working days after receipt of the rating, and the next higher level supervisor must respond in writing within five working days.

3. Rating by the Director of the Congressional Research Service

- a. The Director of CRS will develop internal mechanisms for reviewing the performance appraisals of all bargaining unit Senior Level employees to ensure a fair and equitable process.
- b. If the Director of CRS lowers any Senior Level bargaining unit member's rating submitted by the Senior Level employee's supervisor, the Director shall inform the supervisor and the employee in writing of his reasons for lowering the rating. The employee shall then have the right to submit (within five working days of receipt of



notification that the rating has been changed) written evidence or comments to the Director through the supervisor supporting the original rating. The Director will have five working days to reconsider his decision, and the employee and the supervisor will be notified promptly.

- F. **Appraisal Review and Certification.** The Director of the Congressional Research Service is responsible for making certain that levels of achievement and recommendations regarding ratings and performance recognition are justified properly in the appraisal and for ensuring equity and consistent application of the standards used to measure levels of performance.
- G. **Issuance of Ratings of Record.** After consulting with the Librarian of Congress or designee to ensure Library-wide consistency of the application of performance standards, the Director of the Congressional Research Service shall then forward those ratings to the Librarian of Congress or designee for final issuance.
- H. **Appeals.** Performance-based pay adjustments, other than those involving "unsatisfactory" ratings resulting in demotion (and corresponding pay reduction) or removal, are not subject to appeal.
- I. **Documentation**
  - 1. The Librarian of Congress or designee must document the final ratings of record by signing each Senior Level's appraisal form.
  - 2. The Office of the Director of Human Resources will retain Senior Level employees' ratings of record in Official Performance Folders.

## Section 8. Other Provisions

- A. **Conversion Rates of Pay.** The 1991 rates of pay established for Senior Level employees on May 5 of that year when the Library converted to the Senior Level system in accordance with the Federal Employees Pay Comparability Act stand.
- B. **Employment Cost Index (ECI) Increases.**
  - 1. The 1992 ECI increase of 3.5% stands.
  - 2. The 1993 ECI increase of 3.2% stands.
  - 3. The 1994 ECI increase of 0% stands.
  - 4. The 1995 ECI increase of 0% stands.
  - 5. Future ECI increases will be applied to bargaining unit Senior Level employees in the same manner that they are applied to management Senior Level employees.
  - 6. By December 1 of each year, CREA may present written recommendations to The Librarian of Congress regarding ECI increases. The Librarian will inform CREA of his decision on this matter prior to January 1.
  - 7. In making his determination, the Librarian will be guided by the amount of the ECI to be

paid under the General Schedule as well as that to be paid the Senior Executive Service, the Executive Schedule, Administrative Law Judges, and the Contracts Appeals Board, and will be mindful of pay compression that may occur by giving a less than full ECI increase.

8. The Librarian will give Senior Level bargaining unit employees on a timely basis the same percentage ECI adjustment given the Library's Senior Level managers.

### **C. Locality Pay Adjustments.**

1. The 1994 locality pay adjustment of 4.23% stands.
2. The 1995 locality pay adjustment of 5.48% stands. (This percentage represents the 4.23% given in 1994 and the additional 1.25% given in 1995.)
3. Future locality pay adjustments will be applied to bargaining unit Senior Level employees in the same manner that they are applied to management Senior Level employees.
4. By December 1 of each year, CREA may present written recommendations to The Librarian of Congress regarding locality pay adjustments. The Librarian will inform CREA of his decision on this matter prior to January 1.
5. Whenever the President or his delegated Pay Agent extends locality-based comparability payments that are applicable to the General Schedule to the Senior Level category as well, the Librarian will give the pay adjustment that is ordered. In the event that no specific amount is ordered but instead is left to the discretion of the agency head, the Librarian will be guided by the amount given the General Schedule, the Senior Executive Service, the Executive Schedule, Administrative Law Judges, and the Contracts Appeals Board, and will be mindful of the pay compression that may result if less than the full amount is given. The Librarian will further ensure that Senior Level bargaining unit employees receive, on a timely basis, the same percentage locality pay adjustment given the Library's Senior Level managers.

### **Section 9. Budgetary Considerations.**

- A. Recognizing the importance of rewarding performance with appropriate pay increases, the Librarian, in making performance-based pay adjustment determinations, will be guided by past years' increases (e.g. 1993: equivalent to \$6,000 for Outstanding ratings all critical elements); principles of pay-for-performance; due regard for the contributions of the Library's commitment to rewarding quality performance; recognition of the need to provide sufficient incentives to retain highly competent employees at the Senior Level; and changing fiscal conditions.
- B. On an annual basis, management will project the anticipated total dollar amount of Senior Level performance-based increases (based on, but not limited by, the previous year's actual increases), will include that dollar projection in the budget preparation and execution process, and will inform the Librarian of the total projected amount of the performance-based increases that have been budgeted.

### **Section 10. Calendar Year 1991.**

- A. Performance-Based Pay Adjustments for Calendar Year 1991. pay adjustments covering 1991 and made in accordance with the November 17, 1992, Interim Agreement between the Library and

CREA stand.

B. Performance-Based Pay Adjustments for Calendar Year 1991 - Senior Level Specialists not Rated because They Entered the Senior Level System in 1991 after Conversion. Except as otherwise provided, these Senior Level specialists may elect individually one of the following:

1. Without undergoing a work file review be deemed to be rated "Successful", and receive the average percentage increase granted CREA's Senior Level specialists that year( which percentage is 2.2%), prorated at the rate of one twelfth for each full month they were in the Senior Level during 1991; or
2. Undergo a work file review and receive a 3.75% increase for Outstanding; 2.75% for Commendable; or 1.75% for Successful; prorated at the rate of one twelfth for each full month they were in the Senior Level during 1991. For purposes of this review Senior Level employees must draft and submit their record of accomplishments along with their work file for 1991 in light of the four broad duties<sup>1</sup> identified in Provision 9 of the November 17, 1992, Interim Agreement between the Parties and the definition of ratings included in this agreement to their division chiefs within thirty days of the effective date of this agreement. The division chief will prepare a written performance evaluation within 10 days of the submission of the employee, meet the employee, and provide a copy to the employee and to the Director of CRS. The Director will review the ratings proposed by the division chiefs, ensure that Senior Level employees are being evaluated in a consistent and equitable manner, and make appropriate ratings based upon their individual performance. The Director may employ a panel to assist in reviewing ratings and insuring that they are consistent and equitable. After consulting with the Librarian of Congress or designee to ensure Library-wide consistency of the application of performance standards, the Director of the Congressional Research Service shall then forward those ratings to the Librarian of Congress or designee for final issuance.
3. Increases under this provision shall be made retroactive to May 16, 1993, and shall be made not later than 30 days following the submission of a written election not to undergo a work file review or the completion of the work file review, whichever is applicable.
4. Such increases shall be considered to be part of basic rate of pay, subject to withholdings provided by applicable Federal, state, and local laws. For all purposes, said new basic rate of pay shall be retroactive to May 16, 1993, with all rights and entitlements appertaining from that date and thereafter.
5. There will be no Unsatisfactory Ratings given under this provision for 1991 performance.

#### **Section 11. Calendar Year 1992.**

- A. Performance-based pay adjustments for Senior Level employees for calendar year 1992 will be based on one of the following, as elected by the individual Senior Level employee:
1. Without undergoing a work file review, be deemed to be rated "Successful", and receive the average dollar amount increase granted to either CRS Senior Level managers or Library managers (whichever is higher) and which amount is \$2,180; or
  2. Undergo a work file review of their performance pursuant to the performance appraisal system described in this agreement, excluding the provision for an overall summary rating.

- a. For purposes of this review, Senior Level employees may redraft and resubmit their record of accomplishments and work file for 1992 in light of the four broad duties<sup>2</sup> identified in provision 9 of the November 17, 1992, Interim Agreement between the Parties and the definition of ratings included in this agreement. Senior Level bargaining unit employees must submit their records of accomplishments to their division chiefs within thirty days of the effective date of this agreement. The division chief will prepare a written performance evaluation within thirty days of the submission by the employee, meet with the employee, and provide a copy to the employee and to the Director of CRS. The Director will review the ratings proposed by the division chiefs, ensure that Senior Level employees are being evaluated in a consistent and equitable manner, and, make appropriate ratings based upon their individual performance. The Director may employ a panel to assist in reviewing ratings and insuring that they are consistent and equitable. After consulting with the Librarian of Congress or designee to ensure Library-wide consistency of the application of performance standards, the Director of the Congressional Research Service shall then forward those ratings to the Librarian of Congress or designee for final issuance.
  - b. Each adjectival rating, assuming the four broad duties are weighted equally, will have dollar values as follows: Outstanding, \$1,500; Commendable, \$750; and Successful, \$250.
3. In addition to any performance-based increases, each Senior Level employee will be given a performance bonus of \$250.
  4. Any performance-based pay adjustments resulting from the 1992 review will be made retroactive to May 16, 1993, and will be made not later than 30 days following the submission of a written election not to undergo a work file review or the completion of the workfile review, whichever is applicable.

Such increases shall be considered to be part of basic rate of pay, subject to withholdings provided by applicable Federal, state, and local laws. For all purposes, said basic rate of pay shall be retroactive to May 16, 1993, with all rights and entitlements appertaining from that date and thereafter.

5. There will be no Unsatisfactory ratings given for 1992 performance.

## **Section 12. Calendar Year 1993.**

- A. Performance-based pay adjustments for Senior Level employees for calendar year 1993 will be based on one of the following, as elected by the individual Senior Level employee:
  1. Without undergoing a work file review be deemed to be rated "Successful" and receive the average dollar amount increase granted to either CRS Senior Level managers or Library managers (whichever is higher) and which amount is \$3,054; or
  2. Undergo a work file review of their performance pursuant to the performance appraisal system described in this agreement, excluding the provision for an overall summary rating.
    - a. For purposes of this review, Senior Level employees may draft and submit their record

of accomplishments and work file for 1993 in light of the four broad duties<sup>3</sup> identified in Provision 9 of the November 17, 1992, Interim Agreement between the Parties and the definition of ratings included in this agreement. Senior Level bargaining unit employees must submit their records of accomplishments to their division chiefs within thirty days of the signing of this agreement. The division chief will prepare a written performance evaluation within thirty days of the submission by the employee, meet with the employee, and provide a copy to the employee and to the Director of CRS. The director will review the ratings proposed by the division chiefs, ensure that Senior Level employees are being evaluated in a consistent and equitable manner, and, make appropriate ratings based upon their individual performance. The Director may employ a panel to assist in reviewing ratings and insuring that they are consistent and equitable. After consulting with the Librarian of Congress or designee to ensure Library-wide consistency of the application of performance standards, the Director of the Congressional Research Service shall then forward those ratings to the Librarian of Congress or designee for final issuance.

3. Each adjectival rating, assuming the four broad duties are weighted equally, will have dollar values as follows: Outstanding, \$1,500; Commendable, \$750 and Successful, \$250.
4. There will be no Unsatisfactory ratings given for 1993 performance.
5. Any performance-based pay adjustments resulting from the 1993 review will be retroactive to May 15, 1994, and will be made not later than 30 days following the submission of a written election not to undergo a work file review or the completion of the work file review, whichever is applicable.

Such increases shall be considered to be part of basic rate of pay, subject to withholdings provided by applicable Federal, state, and local laws. For all purposes, said basic rate of pay shall be retroactive to May 15, 1994, with all rights and entitlements appertaining from that date and thereafter.

### **Section 13. Calendar Year 1994.**

For purposes of this review, Senior Level employees must submit their record of accomplishments and work file for 1994 no later than 30 days from the effective date of this agreement in light of the four broad duties<sup>4</sup> identified in Provision 9 of the November 17, 1992, Interim Agreement between the Parties, and prior to that submission recommend to the supervisor the appropriate weight to be assigned each broad duty, against which performance will be measured pursuant to the performance appraisal system described in this agreement. If the division chief does not agree with the weights recommended by the employee, he will give the employee reasons.

Such increases shall be considered to be part of basic rate of pay, subject to withholdings provided by applicable Federal, state, and local laws. For all purposes, said new basic rate of pay shall be retroactive to May 14, 1995, with all rights and entitlements appertaining from that date and thereafter.

### **Section 14. Calendar Year 1995.**

Performance appraisals and performance-based pay adjustments for Senior Level bargaining unit employees for calendar year 1995 will be based on a review of their performance pursuant to the

performance appraisal system described in Section 7E(2) and (3), F., G., H., and I of this Agreement. Within 10 days from the effective date of this agreement, management will provide training, as deemed appropriate, for Senior Level bargaining unit employees in developing performance plans, and within 30 days from the effective date of this agreement, said employees will submit a progress report of work performed through June 30 along with a Performance Plan for the duration of the calendar year. Both the progress report and the performance plan will be in light of the critical elements described in Section 7 of this agreement.

**Section 15. Calendar Year 1996 and Thereafter.**

Performance appraisals and performance-based pay adjustments for Senior Level bargaining unit employees for Calendar Year 1996 and thereafter will be based on the performance appraisal system described in Section 7 of this Agreement.

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<sup>1</sup> Those four duties are: (1)preparation of authoritative written analyses on the most significant and immediate subjects of the greatest importance in his/her subject area(s); (2)developing and maintaining continuing working relationships with committees and their staffs; (3)maintaining and developing relationships with other specialists and analysts in CRS and other organizations; and (4) playing a leadership role in the division and the Service in support of the legislative agenda.

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<sup>2</sup> See note 1.

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<sup>3</sup> See note 1.

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<sup>4</sup> See note 1.

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**Library of Congress**  
101 Independence Ave. SE  
Washington, D.C. 20540  
Comments: [Webmaster](#)  
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