

1 Article 33

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3 Temporary, Probationary, Part-Time Permanent and Seasonal Employees

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6 Section 1. General

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8 All employees of the bargaining unit shall be covered by the terms of this Agreement to  
9 the extent consistent with CSRA and other applicable laws and regulations.

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12 Section 2. Temporary Employees

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14 A. Should the need arise to employ individuals at other than entry-level positions, the  
15 Union will be informed prior to the appointment.

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17 B. The Administration will notify the Union of the proposed separation of temporary  
18 employees. **The notice to the Union will provide the reason(s) for separation.**

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20 C. Temporary employees may be separated at anytime upon notice in writing from  
21 the Agency. **The notice will state the reason(s) for separation.** When it is determined  
22 that a temporary employee is to be separated, the employee will normally be given two  
23 (2) weeks' notice.

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Section 3. Probationary Employees

A. The Administration agrees to provide probationary employees with the opportunity to develop and to demonstrate their proficiency.

B. During the probationary period, the employees' conduct and performance in the actual duties of their positions may be observed, their pre-employment background investigated, and they may be separated from the service for cause.

C. Probationary employees will be entitled to ongoing counseling about their conduct and performance and their standing through completion of their probationary period.

D. Probationary employees have the right to Union representation.

E. It is management's intent that, when a probationary employee is to be separated, the employee will ordinarily be given two (2) weeks notice of termination, when practicable or such notice as the remaining probationary period permits.

F. ~~In cases of impending separation (for cause other than misconduct), the Administration will give consideration to placement of the probationary employee in positions commensurate with his/her demonstrated ability.~~ **A letter of termination will advise probationary employees of their statutory appeal rights. If the employee**

47 **previously completed a probationary period, but demonstrates unacceptable**  
48 **performance while serving in a new probationary period following selection, the**  
49 **Agency will make every reasonable effort to return that employee to his or her**  
50 **former position and duty station. In cases where employees are serving their initial**  
51 **probationary period who are subject to impending separation (for cause other than**  
52 **misconduct), the Administration will give consideration to placement of the**  
53 **probationary employee in positions commensurate with his/her demonstrated**  
54 **ability**

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56 **G. All provisions of this Agreement apply to probationary employees, except**  
57 **those provisions which are inconsistent with law, rule, or regulations.**

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60 Section 4-Part-Time Employees

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62 A. If a full-time employee wishes to convert to part-time, he/she shall make a request  
63 to his/her supervisor. ~~The Administration will give good faith consideration to the~~  
64 ~~employee's request based on the employee's circumstances and the needs of the~~  
65 ~~organization.~~ **Management will make every effort to accommodate the employee's**  
66 **request.**

67

68 B. Employees who accept or convert to part-time positions have no guarantee that  
69 they will subsequently be converted to full-time employment, but the Administration

70 agrees to consider the employee's request based on the employee's circumstances and  
71 the needs of the organization. Management will give first consideration, ~~where workloads~~  
72 ~~and staffing considerations permit~~, to increasing an incumbent to full-time before seeking  
73 an outside hire for the same position and location.

74

75 C. The Administration will advise the employee of the effects of change to part-time  
76 employment and, in case of change in grade, the salary of the part-time appointment.

77

78 D. Requests for changes to part-time and full-time employment can be made in  
79 writing and will be retained and considered for at least 6 months.

80

81 E. An employee who is denied a conversion from full-time to part-time or vice versa  
82 shall be notified in writing, ~~upon request~~, of the reasons.

83

84 F. The Administration agrees to establish regular tours of duty for part-time  
85 permanent appointees which are consistent with appropriate law, rules and regulations.  
86 Tours of duty for part-time employees will be established or changed by Standard Form  
87 52. Tours of duty determine the employee's eligibility for pay on holidays as well as other  
88 benefits and entitlements under law.

89

90 G. The Administration recognizes that part-time employment may be particularly  
91 appropriate for certain classes of employees; e.g.

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93 1. Individuals seeking gradual transition into retirement or another career;

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95 2. Individuals who for health, family, education, or other personal reasons require a  
96 reduced workweek.

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98 H. As a general rule a full-time employee will not normally be required to accept part-  
99 time employment as a condition of continued employment, nor will the Administration,  
100 where operating conditions permit, abolish a full-time position occupied by an employee  
101 in order to make that position available on a part-time basis.

102

103 I. Management will **make every reasonable effort to approve** ~~give consideration to~~  
104 an employee's request for temporary adjustment of a part-time work schedule because of  
105 personal hardship or to permit participation in management approved details, other  
106 assignments or training, if operating conditions permit.

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108

109 Section 5. Furlough and Recall Procedures (DOC)

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111 Furlough and recall of seasonal employees in the Data Operations Center will be  
112 accomplished in the following manner. The Union reserves the right to bargain the  
113 furlough and recall procedures on seasonal employees other than those employed in the  
114 Data Operations Center.

115

116 Furlough

117

118 A. The Administration shall canvass and furlough first those seasonal employees of  
119 the installation who volunteer to be furloughed. If more employees wish to be furloughed  
120 than is necessary, the employees with the earliest service computation date will be  
121 placed on furlough.

122

123 B. Furlough those seasonal employees whose most recent summary appraisal is less  
124 than the successful contribution level, those with the most recent service computation  
125 dates first.

126

127 C. Furlough those seasonal employees whose most recent summary appraisal is the  
128 successful contribution level or better, those with the most recent service computation  
129 dates first.

130

131 D. In cases of ties on any roster, the choice shall be determined by lot.

132

133 Recall

134

135 A. Seasonal employees whose most recent summary appraisal was the successful  
136 contribution level or better will be recalled first, based on the earliest service computation  
137 dates. All other seasonal employees will constitute the second group for recall, and  
138 within that group, also, recall will be by service computation date.

139

140 B. In case of ties on any roster, the choice will be determined by lot.

141

142 Notices

143

144 A. Notice of recall shall be given to employees at the earliest feasible date, but not  
145 less than ~~ten (10)~~ **thirty (30)** workdays before the effective date of the action.

146

147 B. Management will ~~attempt to give~~ **provide** employees at least ~~10 days~~ **thirty (30)**  
148 **days** advance notice of furlough.

149

150 C. The Union will be provided a copy of all recall lists, based on service computation  
151 date.

152

153 D. The Union will be provided a copy of all furlough lists, based on service  
154 computation date.

155

156 E. The Union, if it requests them, will be provided copies of notices of furloughs and  
157 recalls which are sent to the employees.

158

159

160 Section 6. Job Sharing/Splitting

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162 A. Purpose

163

164 Job sharing/job splitting provides employees with considerable work scheduling flexibility  
165 beyond normal part-time work. It is expected to open opportunities for increased part-  
166 time work and provide humanitarian assistance to employees with special spousal care,  
167 child care, elder care, or other special needs.

168

169 Job sharing/job splitting is limited to two employees in a team. The job sharers are  
170 expected to seek management assistance and approval in drawing up the job share plan  
171 so that the work will be properly divided.

172

173 In the administration and application of the article, all part-time employees shall be  
174 treated fairly and equitably in all aspects of personnel management consistent with law,  
175 government-wide rule or regulation and the national agreement.

176

177 B. Definitions

178

179 Job sharing is a form of part-time employment in which the tours of duty of two  
180 employees are arranged in such a way as to cover a single full-time position. Job sharing  
181 will be considered only if the traditional part-time employment is not practical or feasible.

182

183 Job splitting is a form of job sharing where the duties and functions of one full-time  
184 position are split to create two new positions, each staffed by a part-time employee. Job

185 splitting will be considered only if the traditional part-time employment and job sharing is  
186 not practical or feasible.

187

188 C. Status

189

190 Although they share the duties of a full-time position, job sharers are considered to be  
191 individual part-time employees for purposes of appointment, tour of duty, pay,  
192 classification, leave, holidays, benefits, position change, service credit, record keeping,  
193 reduction in force, adverse actions, grievances and personnel ceiling.

194

195

196 D. Tour of Duty

197

198 Tour of duty shall be: **“Employees who change to a part-time tour after April 8, 1979,**  
199 **must, with certain exceptions, have a work schedule of at least sixteen (16) but not**  
200 **more than thirty-two (32) hours per week. Part-time employees can occasionally**  
201 **change their part-time tours of duty with the agreement of their supervisors. A**  
202 **change must be made in advance of the workweek in which it is to occur. An**  
203 **increase in the tour of duty above thirty-two (32) hours per week is not permitted**  
204 **for more than two (2) consecutive pay periods. Also, as a result of work**  
205 **requirements, an Agency may change the schedule of a part-time employee to full**  
206 **time on either a short-term or permanent basis.” Per PPM S340\_1, Exhibit 2. ~~that as~~**  
207 ~~defined in FPM 340-6, Section 1-5, dated March 12, 1985.~~ Each employee to the

208 maximum extent feasible shall be informed of his/her regularly scheduled work hours, as  
209 agreed to by the Employer, employee and the other job sharer. Management will make  
210 every reasonable effort to avoid scheduling additional hours not contiguous with the  
211 established tour of duty. If management schedules noncontiguous hours, it will provide  
212 an explanation in writing justifying the need to work nonconsecutive hours. The Employer  
213 agrees that the statutory, regulatory and contractual provisions shall apply in any situation  
214 in which overtime may be worked.

215  
216 A variety of different work scheduling arrangements can be used, for example, split days  
217 (one job sharer works mornings and the other afternoons), alternate days (one job sharer  
218 works Monday, and the other Tuesday, etc.) or split weeks (one job sharer works from  
219 Monday morning through noon Wednesday and the other works noon Wednesday  
220 through Friday). Job sharers may also work alternate weeks so long as each job sharer  
221 works no more than 32 hours a week and has at least one hour of work regularly  
222 scheduled in each of the two weeks of the biweekly pay period. The latter is necessary in  
223 order to meet the legal definition of regularly scheduled work which permits an employee  
224 to earn leave. The work schedules of job sharers may overlap (one job sharer may work  
225 from 10 a.m. to 2 p.m. every day and the other from noon to 4 p.m.). This arrangement  
226 can provide agencies with extra coverage during heavy workload periods. A certain  
227 amount of overlap may also be desirable to enable job sharers to attend staff meetings or  
228 familiarize each other with work developments. Although most job sharers split the hours  
229 of a full-time position in half, this is not an absolute requirement. For example, one job  
230 sharer could work 24 hours each week and the other 16. In an AWS office, one member

231 may work five days a week from 7 a.m. to 1 p.m. and the other member from 12 noon to 6  
232 p.m., five days a week.

233

234 E. Flexibility

235

236 Job sharing can provide the agency and the employees with considerable work  
237 scheduling flexibility. Work disruptions which tend to occur when employees are on  
238 extended leave can be reduced through job sharing. One job sharer might be off for  
239 three weeks, but the other would still be on duty and could work additional hours to cover  
240 the full schedule in accord with law, rule and regulation and the National Agreement.

241

242 F. Job Classification

243

244 Job sharers will share identical position descriptions since they are sharing one full-time  
245 position. Job splitters may have different position descriptions and career ladders. Job  
246 splitting will not be used to reduce the grade(s) of any current positions nor will it be used  
247 to compromise any current career ladders.

248

249 G. Leave

250

251 A regularly scheduled part-time employee with less than 3 years of service earns 1 hour  
252 of annual leave for each 20 hours in a pay status. With 3 but less than 15 years of  
253 service, the employee earns 1 hour of annual leave for each 13 hours in pay status; with

254 15 or more years of service, 1 hour for each 10 hours in pay status. Hours in pay status  
255 include straight-time and overtime hours up to a total of the Agency's basic working hours  
256 in a pay period (normally 80 hours). Leave is charged for absence during the hours the  
257 employee is scheduled to work. A part-time employee is eligible for all other leave  
258 categories e.g., absence without leave, funeral leave or excused absences on the same  
259 basis as a full-time employee. A part-time employee is eligible to participate in AWS,  
260 flextime, and credit hours as permitted by the National Agreement.

261

#### 262 H. Holidays

263

264 If a holiday falls on a day a part-time employee is scheduled to work and the employee  
265 does not work, the employee is paid for the number of hours scheduled for that day. If  
266 the part-time employee works during his or her scheduled hours on a holiday, the  
267 employee is entitled to holiday premium pay only for those hours scheduled.

268

#### 269 I. Health Insurance

270

271 A part-time employee is eligible to participate in the Federal Employees Health Benefits  
272 program. The coverage provided for a part-time and full-time employee is the same but  
273 the cost to a part-time employee is greater **since they receive a pro-rated government**  
274 **contribution toward their health insurance premium according to the number of**  
275 **hours in the tour of duty during the pay period as documented on the SF-50. Part-**  
276 **time employees must pay the difference between this amount and the government**

277 **contribution for a full-time employee. There are three categories of part-time**  
278 **employees who are exempt from the health benefits proration:**

- 279
- 280 **1. Employees with part-time tours of duty of less than sixteen (16) hours per week,**
  - 281
  - 282 **2. Employees with mixed tours (i.e. employees who, due to a fluctuating workload,**
  - 283 **work a part-time tour part of the year and a full-time or intermittent tour the**
  - 284 **remainder of the year), and**
  - 285
  - 286 **3. Employees who have worked a part-time tour since before April 8, 1979 without a**
  - 287 **break in service. Per PPM S340\_1 Exhibit 2. based on FPM Supplement 890-1**
  - 288

289 J. Position Change

290

291 A part-time employee is covered by an agency's merit promotion program and should be  
292 reassigned, detailed or promoted in accordance with such programs in the same way and  
293 under the same circumstances as other career or career-conditional employees.

294 Movement from a part-time to a full-time position is not subject to competition unless  
295 required by the procedures in ~~FPM Chapter 335~~ **PPM S335 dated 4/1/94** governing  
296 promotion and internal placement and the National Agreement.

297

298 K. Adverse Actions/Grievances

299

300 A part-time employee has the same protection as a full time employee in the event of  
301 adverse actions such as suspensions, removals, furloughs and reduction in grade or pay.

302

303

304 L. Reduction in Force

305

306 In a RIF, part-time employees are placed in a separate competitive level from comparable  
307 full-time employees. When released from competitive level, a part-time employee can  
308 compete only for other part-time jobs. Similarly a full-time employee has assignment  
309 rights only to a full-time position and cannot displace a part-time employee.

310

311 M. Merit Promotion

312

313 A job sharing team may apply for a full time position under agency merit promotion  
314 programs but the qualifications of each job sharer should be evaluated individually. If  
315 both job sharers are among the best qualified, they should be referred as a team to the  
316 selecting official. A job sharer may also apply individually for promotion to a part-time or  
317 full-time position. In the latter case, the job sharer would have to agree to a full-time work  
318 schedule if selected for the position.

319

320 N. Pay and Classification

321

322 Principles and procedures apply equally to full-time and part-time positions. The grade  
323 level of a position is determined by the level of difficulty of work; an employee's work  
324 schedule should have no effect on the proper classification of a position.

325

326 O. Other Provisions

327

328 1. If an employee is engaged in part-time work and the Agency deems that it is  
329 necessary to convert the individual to full-time work, to the maximum extent feasible, it  
330 shall give the employee at least two weeks notice prior to the start of the effected  
331 administrative work week. The employee will be given an opportunity to explain how  
332 such action may cause undue hardship. The Agency on presentation of a reasonable  
333 explanation showing the undue hardship will then make every reasonable attempt to  
334 alleviate the situation and to find other ways to accomplish the work. The Agency will  
335 afford the employee a written explanation of the reason for change to a full-time position  
336 for any period of time exceeding two full pay periods.

337

338 2. Additional hours will not be assigned to employees engaged in job sharing for the  
339 purpose of eliminating the need to schedule qualified, full-time employees for overtime.  
340 Such overtime hours will be assigned and accomplished according to contractual  
341 obligations.

342

343 3. The employment of an individual in a part-time position or a seasonal position shall  
344 not be a basis for exclusion from participation in a job sharing/job splitting program.

- 345
- 346 4. Those individuals currently engaged in a de facto job sharing arrangement shall be  
347 covered under this article.
- 348
- 349 5. No employee shall be barred from job sharing on the basis of age, race, marital  
350 status or other relationship, Union activity, gender or religion.
- 351
- 352 6. In the event that one of the employees participating in a job sharing arrangement  
353 leaves job sharing for any reason, then management shall make every reasonable effort  
354 to assist the employee in locating a new job sharing partner.
- 355
- 356 7. Employees currently employed in a part-time position and covered by the same  
357 position description may request the opportunity to enter into a job sharing arrangement  
358 consistent with the terms of this article.
- 359
- 360 8. The Employer agrees that the entry into job sharing is a strictly voluntary action  
361 initiated by the employee's express request and without any form of coercion by the  
362 Employer. The Employer agrees to make known to all employees on a periodic basis the  
363 availability of part-time employment, including job sharing and job splitting and to assist  
364 any interested employee in setting up a job sharing/job splitting arrangement.
- 365
- 366 9. Each employee entering into a job sharing/job splitting arrangement shall be given  
367 a written explanation of their rights, benefits, and work schedule. This information will

368 include the intended work schedule and the information shown on exhibit #2 in ~~PMS 340-~~  
369 **4 PPM S340\_1** (“**Employees who change to a part-time tour after April 8, 1979,**  
370 **must, with certain exceptions, have a work schedule of at least sixteen (16) but not**  
371 **more than thirty-two (32) hours per week. Part-time employees can occasionally**  
372 **change their part-time tours of duty with the agreement of their supervisor. A**  
373 **change must be made in advance of the workweek in which it is to occur. An**  
374 **increase in the tour of duty above thirty-two (32) hours per week is not permitted**  
375 **for more than two (2) consecutive pay periods. Also, as a result of workload**  
376 **requirements, an Agency may change the work schedule of a part-time employee**  
377 **to full time on either a short-term or permanent basis.”** The job sharing/job splitting  
378 plan is to be signed and dated by the Employer and the employees.

379

380 The job sharing/job splitting agreement shall incorporate the understanding that in the  
381 event that one of the job sharing/job splitting parties leaves, management will assist the  
382 remaining partner in finding another partner, and will give them a reasonable amount of  
383 time to find another partner if management concludes that the needs of the position  
384 requires full-time staffing.

385

386 It is understood that during that period, the employee may be required to increase his/her  
387 tour of duty depending upon the needs of the organization and the terms of their job  
388 sharing/job splitting agreement.

389

390 Changes to any approved job sharing arrangement will require the establishment of a  
391 new job sharing plan consistent with this article.

392

393 10. Any conflicts between SSA's, DHHS, or OPM's Guides and this article shall be  
394 resolved by following this article.

395

396 11. If job splitting is implemented, any changes in employees' working conditions not  
397 otherwise covered by this article will be handled in accordance with the National  
398 Agreement and 5 U.S.C. 71.

399

400 12. Employees who enter into job sharing have no guarantee that they will  
401 subsequently be converted to full-time or regular part-time employment, but the  
402 Administration agrees to consider the employee's request based on the employee's  
403 circumstances and the needs of the organization. An employee who is denied conversion  
404 shall be notified in writing of the reasons, upon request.

405

406 13. If SSA determines that a position cannot be job shared, it will so notify the Union at  
407 the General Committee level in writing of its reasons as soon as possible.

408

409 14. Participation in any experiments will not automatically preclude participation in job  
410 sharing.

411

412 15. Management agrees that each member of the job sharing/job splitting team will be  
413 provided adequate workspace and will make reasonable efforts to provide in-office  
414 security to protect employee's personal belongings.

415

416 16. It is understood that job-sharing/job splitting is not intended to require employees  
417 to perform job duties when they are not in duty status. Therefore, every effort will be  
418 made to minimize the need for communications with employees while not on duty.

419

420 17. Leave requests by employees in a job sharing situation shall be approved or  
421 denied in accordance with Article 31. Leave will not be denied solely on the basis of  
422 participation in a job share situation.

423

424 18. The Union is not precluded from conducting job share/job splitting surveys which  
425 will be mailed to job share/job splitting participants. SSA will provide the Union designee  
426 with a listing of the names, grades, positions, and duty stations of the affected  
427 employees.

428

429 19. In order to assist potential job sharers, SSA agrees to publicize potential job share  
430 needs in the same manner SSA publicizes leave sharing.

431

432 20. Where an employee requests to work part-time and job sharing/job splitting is  
433 being considered, SSA will grant reasonable amounts of duty time for employees to  
434 speak with/to each other about the possibility of job sharing/job splitting, drafting and

435 revising their proposals, completing the surveys, discussions with management and the  
436 Union about job sharing/job splitting and their proposals.

437

438 21. SSA will give bona-fide consideration to employees requesting reassignment from  
439 a non-job sharing position to a job sharing position and from a job sharing position to  
440 another job sharing position. This will also include positions in other locations, as  
441 specified by the employee. An employee whose request is denied shall be notified of the  
442 reasons in writing upon request.

443

444 22. Awards for job sharers will be consistent with Article 17 of the National Agreement.  
445 It is understood that neither party has compromised its respective position concerning the  
446 pro-ration of awards for part-time employees.

447

448 23. When management meets with potential job-sharing participants, the Union will be  
449 provided notice and an opportunity to be present under Article 3, Section 6, E of the  
450 National Agreement.

451

452 Potential job-sharing/job splitting participants shall submit a written proposal to their  
453 immediate supervisor.

454

455 Potential participants will receive a written response from management within a  
456 reasonable amount of time (normally within 10 work days) of submitting their written  
457 proposal informing them of acceptance or rejection of their job sharing/job splitting

458 proposal. If rejected, the reasons will be stated. The participants may revise their written  
459 proposal to accommodate the reasons given for rejection and resubmit it for another  
460 decision.

461

462 24. The Administration will give good faith consideration to the employees' initial  
463 requests and requests for continuing participation in job sharing/job splitting based on  
464 employee circumstances and needs of the organization.

465

466 25. If at any time the Spokesperson, AFGE General Committee (or designee) or the  
467 Deputy Commissioner for Human Resources (or designee) believes that there is a  
468 problem with the plan, either party may submit to the other party an outline of the  
469 situation. Both parties will make a good-faith effort to resolve any problems or  
470 misunderstandings expeditiously.

471

472 26. The parties to this Agreement recognize that certain positions may involve those  
473 that are traditionally career-ladder. In these positions, employees entering into a job-  
474 sharing arrangement must be at the journey person grade. In those situations where  
475 employees are not in a career-ladder, job sharers must be at the same grade.

476

477 27. Performance appraisals for the part-time employees, including job sharing/job  
478 splitting, will be handled in accordance with the National Agreement. Throughout the  
479 tenure in a part-time position the employee's appraisal will not reflect the performance of  
480 the job share partner.

481

482 28. Job sharing/splitting will not be used for the purpose of reducing FTE's.

483

484 **29. The Agency will negotiate and implement job sharing/splitting programs at all**  
485 **facilities, including but not limited to the WBD OC.**

486

487 **30. The Agency will provide the General Committee notice, yearly, on the**  
488 **anniversary date of the contract, regarding the number of people who utilize job**  
489 **sharing/splitting programs. Such notice will identify the numbers by component**  
490 **and work location.**

491

492

493 **Section 7- SSA Federal Career Intern Program (FCIP)**

494

495

496 **A. Purpose of SSA FCIP**

497

498 **The purpose of the SSA Federal Career Intern Program (FCIP) is to facilitate the**  
499 **employment of exceptional individuals with diverse professional experiences,**  
500 **academic training and competencies and prepare them for careers which support**  
501 **our mission of public service. It will be used only to fill clearly articulated unique**  
502 **or specialized needs consistent with established Schedule B excepted service**  
503 **authority and necessary for purposes of good administration [5 U.S.C. 3302(1)],**

504 **and will not be used in place of traditional hiring authorities or merit promotion**  
505 **procedures where such needs are not identified up front. There will be no**  
506 **additional academic or other qualifications for standard positions beyond those**  
507 **that apply to career/career-conditional appointments, and training provided will be**  
508 **equivalent to that provided for other appointees. All required OPM approvals will**  
509 **be obtained by SSA.**

510

511 **B. Notice to Current SSA employees of FCIP Positions**

512

513 **Since there are no public solicitations or announcements required, and because**  
514 **current employees may apply for FCIP appointments, all SSA employees will be**  
515 **notified, both orally and in writing, whenever the Agency decides to fill one or more**  
516 **positions through the FCIP authority. Each notice will identify, at a minimum, the**  
517 **position to be filled, the grade, the location, the date by which interest must be**  
518 **expressed, the place where information will be posted, and the contact information**  
519 **for the selecting official. The purpose of this notice is to ensure that no**  
520 **contractual or legal requirements for placement and competition under merit**  
521 **promotion procedures are circumvented.**

522

523 **C. Notice to All FCIP Applicants of Conditions of Employment**

524

525 **Whether applicants are external or internal, each will be provided a copy of an FCIP**  
526 **Statement of Understanding, which fully explains FCIP rights and conditions of**

527 **employment at the time of selection, and after one year in the program, as**  
528 **compared to and contrasted with the rights and conditions of employees selected**  
529 **under traditional competitive procedures. The Statement will be included with**  
530 **every oral or written solicitation or posting, and with each appointment letter. It**  
531 **will again be furnished to each FCIP incumbent at his/her one year and two year**  
532 **anniversaries.**

533

#### 534 **D. Union Rights and Involvement**

535

536 **It is understood that all individual and group meetings by Management with FCIP**  
537 **incumbents, and with SSA career or career conditional employees who have**  
538 **expressed interest in FCIP appointments, and which concern conditions of**  
539 **employment, are formal discussions as defined in 5 U.S.C. 7114(a)(2)(A).**  
540 **Management agrees to notify AFGE in advance of such meetings, and provide**  
541 **opportunities to participate.**

542

543 **All recruitment and selection/non-selection documentation will be retained by SSA,**  
544 **including documentation concerning the passing over of preference eligible**  
545 **candidates, tests utilized, personnel office audits and reports, etc., and will be**  
546 **made available upon request to affected employees and to AFGE for audit**  
547 **purposes.**

548

549 **SSA will provide the AFGE General Committee with advance notice and an**  
550 **opportunity to bargain when there are changes to FCIP, including limitations or**  
551 **termination of the program, including those changes resulting from OPM program**  
552 **changes or court decisions. SSA will also furnish data each year regarding the**  
553 **number of FCIP employees, the FCIP retention rates, and the numbers of**  
554 **employees hired and retained under other hiring authorities. The Agency will**  
555 **conduct a study to determine the cost effectiveness and retention rates of**  
556 **employees hired under all Agency hiring programs and authorities.**

557

#### 558 **E. Reassignment and Reinstatement Rights**

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560 **Employees in FCIP positions have the same rights to be reassigned, including for**  
561 **hardship reasons, as employees hired through other authorities.**

562

563 **Career conditional and career employees who lose that status to accept an FCIP**  
564 **position, but fail to complete their FCIP training programs for reasons other than**  
565 **misconduct or unsuitability, will be reinstated to the same or similar positions**  
566 **previously held. Employee preferences and subsequent reassignment requests**  
567 **will be seriously considered, and written explanations provided when preferences**  
568 **and requests are not honored.**

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