

1 Article 33

2  
3 Temporary, Probationary, Part-Time Permanent and Seasonal Employees  
4

5  
6 Section 1. General  
7

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.~~ **Temporary,**  
10 **probationary, part-time and seasonal employees who are in the bargaining unit are**  
11 **covered by this article except where such coverage would be contrary to**  
12 **applicable laws, rules, regulations and the Recognition and Coverage article of this**  
13 **Agreement.**  
14  
15

16 Section 2. Temporary Employees  
17

18 ~~A. Should the need arise to employ individuals at other than entry level positions, the~~  
19 ~~Union will be informed prior to the appointment.~~

20  
21 ~~B. The Administration will notify the Union of the proposed separation of temporary~~  
22 ~~employees.~~  
23

24 ~~C. Temporary employees may be separated at anytime upon notice in writing from the~~  
25 ~~Agency. When it is determined that a temporary employee is to be separated, the~~  
26 ~~employee will normally be given two (2) weeks notice.~~

27

28

29 Section 3. Probationary Employees

30

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

33

34 ~~B. During the probationary period, the employees' conduct and performance in the actual~~  
35 ~~duties of their positions may be observed, their preemployment background~~  
36 ~~investigated, and they may be separated from the service for cause.~~

37

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

40

41 ~~D. Probationary employees have the right to Union representation.~~

42

43 **E. C. Probationary employees may be separated at any time upon notice in writing**  
44 **from the agency.** It is management's intent that, when a probationary employee is to  
45 be separated, the employee will ordinarily be given two (2) weeks notice of

46 ~~termination, when practicable, or such notice as the remaining probationary period~~  
47 ~~permits.~~

48

49 ~~F. In cases of impending separation (for cause other than misconduct), the~~  
50 ~~Administration will give consideration to placement of the probationary employee in~~  
51 ~~positions commensurate with his/her demonstrated ability.~~

52

53

54 Section 4. Part-Time Employees

55

56 A. If a full-time employee wishes to convert to part-time, he/she shall make a request to  
57 his/her supervisor. The Administration will give good faith consideration to the  
58 employee's request based on the employee's circumstances and the needs of the  
59 organization.

60

61 B. Employees who accept or convert to part-time positions have no guarantee that they  
62 will subsequently be converted to full-time employment, but the Administration agrees  
63 to consider the employee's request based on the employee's circumstances and the  
64 needs of the organization. ~~Management will give first consideration, where workloads~~  
65 ~~and staffing considerations permit, to increasing an incumbent to full-time before~~  
66 ~~seeking an outside hire for the same position and location.~~

67

68 C. The Administration will advise the employee of the effects of change to part-time  
69 employment and, in case of change in grade, the salary of the part-time appointment.  
70

71 D. Requests for changes to part-time and full-time employment can be made in writing  
72 and will be retained and considered for at least 6 months.  
73

74 ~~E. An employee who is denied a conversion from full-time to part-time or vice versa shall  
75 be notified in writing, upon request, of the reasons.~~  
76

77 ~~F.~~ **E.** The Administration agrees to establish regular tours of duty for part-time permanent  
78 appointees which are consistent with appropriate law, rules and regulations. Tours of  
79 duty for part-time employees will be established or changed by Standard Form 52.  
80 Tours of duty determine the employee's eligibility for pay on holidays as well as other  
81 benefits and entitlements under law.  
82

83 **G.F.** The Administration recognizes that part-time employment may be particularly  
84 appropriate for certain classes of employees; e.g.,  
85

- 86 1. Individuals seeking gradual transition into retirement or another career;
- 87
- 88 2. Individuals who for health, family, education, or other personal reasons require  
89 a reduced workweek.  
90

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

95  
96 **H.** Management will give consideration to an employee's request for temporary  
97 adjustment of a part-time work schedule because of personal hardship or to permit  
98 participation in management approved details, other assignments or training, if  
99 operating conditions permit.

100

101

## 102 Section 5. Furlough and Recall Procedures (DOC)

103

104 Furlough and recall of seasonal employees in the Data Operations Center will be  
105 accomplished in the following manner. The Union reserves the right to bargain the  
106 furlough and recall procedures on seasonal employees other than those employed in the  
107 Data Operations Center.

108

### 109 Furlough

110

111 A. The Administration shall canvass and furlough first those seasonal employees of the  
112 installation who volunteer to be furloughed. If more employees wish to be furloughed

113 than is necessary, the employees with the earliest service computation date will be  
114 placed on furlough.

115

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

119

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

123

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

125

126 Recall

127

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

132

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

134

135 Notices

136

137 A. Notice of recall shall be given to employees at the earliest feasible date, but not less  
138 than ten (10) workdays before the effective date of the action.

139

140 B. Management will attempt to give employees at least 10 days advance notice of  
141 furlough.

142

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

145

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

148

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

151

152

153 ~~Section 6. Job Sharing/Splitting~~

154

155 ~~A. Purpose~~

156

157 ~~Job sharing/job splitting provides employees with considerable work scheduling~~  
158 ~~flexibility beyond normal part-time work. It is expected to open opportunities for~~

159 ~~increased part-time work and provide humanitarian assistance to employees with~~  
160 ~~special spousal care, child care, elder care, or other special needs.~~

161  
162 ~~Job sharing/job splitting is limited to two employees in a team. The job sharers are~~  
163 ~~expected to seek management assistance and approval in drawing up the job share~~  
164 ~~plan so that the work will be properly divided.~~

165  
166 ~~In the administration and application of the article, all part-time employees shall be~~  
167 ~~treated fairly and equitably in all aspects of personnel management consistent with~~  
168 ~~law, government-wide rule or regulation and the national agreement.~~

169  
170 ~~B. Definitions~~

171  
172 ~~Job sharing is a form of part-time employment in which the tours of duty of two~~  
173 ~~employees are arranged in such a way as to cover a single full-time position. Job~~  
174 ~~sharing will be considered only if the traditional part-time employment is not practical~~  
175 ~~or feasible.~~

176  
177 ~~Job splitting is a form of job sharing where the duties and functions of one full-time~~  
178 ~~position are split to create two new positions, each staffed by a part-time employee.~~  
179 ~~Job splitting will be considered only if the traditional part-time employment and job~~  
180 ~~sharing is not practical or feasible.~~

181

182 ~~C. Status~~

183

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

188

189 ~~D. Tour of Duty~~

190

191 ~~Tour of duty shall be that as defined in FPM 340-6, Section 1-5, dated March 12,~~  
192 ~~1985. Each employee to the maximum extent feasible shall be informed of his/her~~  
193 ~~regularly scheduled work hours, as agreed to by the Employer, employee and the~~  
194 ~~other job sharer. Management will make every reasonable effort to avoid scheduling~~  
195 ~~additional hours not contiguous with the established tour of duty. If management~~  
196 ~~schedules noncontiguous hours, it will provide an explanation in writing justifying the~~  
197 ~~need to work nonconsecutive hours. The Employer agrees that the statutory,~~  
198 ~~regulatory and contractual provisions shall apply in any situation in which overtime~~  
199 ~~may be worked.~~

200

201 ~~A variety of different work scheduling arrangements can be used, for example, split~~  
202 ~~days (one job sharer works mornings and the other afternoons), alternate days (one~~  
203 ~~job sharer works Monday, and the other Tuesday, etc.) or split weeks (one job sharer~~  
204 ~~works from Monday morning through noon Wednesday and the other works noon~~

205 ~~Wednesday through Friday). Job sharers may also work alternate weeks so long as~~  
206 ~~each job sharer works no more than 32 hours a week and has at least one hour of~~  
207 ~~work regularly scheduled in each of the two weeks of the biweekly pay period. The~~  
208 ~~latter is necessary in order to meet the legal definition of regularly scheduled work~~  
209 ~~which permit an employee to earn leave. The work schedules of job sharers may~~  
210 ~~overlap (one job sharer may work from 10 a.m. to 2 p.m. every day and the other from~~  
211 ~~noon to 4 p.m.). This arrangement can provide agencies with extra coverage during~~  
212 ~~heavy workload periods. A certain amount of overlap may also be desirable to enable~~  
213 ~~job sharers to attend staff meetings or familiarize each other with work developments.~~  
214 ~~Although most job sharers split the hours of a full-time position in half, this is not an~~  
215 ~~absolute requirement. For example, one job sharer could work 24 hours each week~~  
216 ~~and the other 16. In an AWS office, one member may work five days a week from~~  
217 ~~7 a.m. to 1 p.m. and the other member from 12 noon to 6 p.m., five days a week.~~

218

219 ~~E. Flexibility~~

220

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

227

228 ~~F. Job Classification~~

229

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

234

235 ~~G. Leave~~

236

237 ~~A regularly scheduled part-time employee with less than 3 years of service earns 1~~  
238 ~~hour of annual leave for each 20 hours in a pay status. With 3 but less than 15 years~~  
239 ~~of service, the employee earns 1 hour of annual leave for each 13 hours in pay status;~~  
240 ~~with 15 or more years of service, 1 hour for each 10 hours in pay status. Hours in pay~~  
241 ~~status include straight-time and overtime hours up to a total of the Agency's basic~~  
242 ~~working hours in a pay period (normally 80 hours). Leave is charged for absence~~  
243 ~~during the hours the employee is scheduled to work. A part-time employee is eligible~~  
244 ~~for all other leave categories e.g., absence without leave, funeral leave or excused~~  
245 ~~absences on the same basis as a full-time employee. A part-time employee is eligible~~  
246 ~~to participate in AWS, flextime, and credit hours as permitted by the National~~  
247 ~~Agreement.~~

248

249 ~~H. Holidays~~

250

251 ~~If a holiday falls on a day a part-time employee is scheduled to work and the~~  
252 ~~employee does not work, the employee is paid for the number of hours scheduled for~~  
253 ~~that day. If the part-time employee works during his or her scheduled hours on a~~  
254 ~~holiday, the employee is entitled to holiday premium pay only for those hours~~  
255 ~~scheduled.~~

256

257 ~~I. Health Insurance~~

258

259 ~~A part-time employee is eligible to participate in the Federal Employees Health~~  
260 ~~Benefits program. The coverage provided for a part-time and full-time employee is the~~  
261 ~~same but the cost to a part-time employee is greater based on FPM Supplement~~  
262 ~~890-1.~~

263

264 ~~J. Position Change~~

265

266 ~~A part-time employee is covered by an agency's merit promotion program and should~~  
267 ~~be reassigned, detailed or promoted in accordance with such programs in the same~~  
268 ~~way and under the same circumstances as other career or career-conditional~~  
269 ~~employees. Movement from a part-time to a full-time position is not subject to~~  
270 ~~competition unless required by the procedures in FPM Chapter 335 governing~~  
271 ~~promotion and internal placement and the National Agreement.~~

272

273 ~~K. Adverse Actions/Grievances~~

274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296

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

~~L. Reduction in Force~~

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

~~M. Merit Promotion~~

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

~~N. Pay and Classification~~

297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319

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

~~O. Other Provisions~~

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

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

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

323  
324 ~~4. Those individuals currently engaged in a de facto job sharing arrangement shall~~  
325 ~~be covered under this article.~~

326  
327 ~~5. No employee shall be barred from job sharing on the basis of age, race, marital~~  
328 ~~status or other relationship, Union activity, gender or religion.~~

329  
330 ~~6. In the event that one of the employees participating in a job sharing~~  
331 ~~arrangement leaves job sharing for any reason, then management shall make~~  
332 ~~every reasonable effort to assist the employee in locating a new job sharing~~  
333 ~~partner.~~

334  
335 ~~7. Employees currently employed in a part-time position and covered by the same~~  
336 ~~position description may request the opportunity to enter into a job sharing~~  
337 ~~arrangement consistent with the terms of this article.~~

338  
339 ~~8. The Employer agrees that the entry into job sharing is a strictly voluntary action~~  
340 ~~initiated by the employee's express request and without any form of coercion by~~  
341 ~~the Employer. The Employer agrees to make known to all employees on a~~  
342 ~~periodic basis the availability of part-time employment, including job sharing~~

343 ~~and job splitting and to assist any interested employee in setting up a job~~  
344 ~~sharing/job splitting arrangement.~~

345  
346 ~~9. Each employee entering into a job sharing/job splitting arrangement shall be~~  
347 ~~given a written explanation of their rights, benefits, and work schedule. This~~  
348 ~~information will include the intended work schedule and the information shown~~  
349 ~~on exhibit #2 in PPMS 340-1. The job sharing/job splitting plan is to be signed~~  
350 ~~and dated by the Employer and the employees.~~

351  
352 ~~The job sharing/job splitting agreement shall incorporate the understanding that~~  
353 ~~in the event that one of the job sharing/job splitting parties leaves, management~~  
354 ~~will assist the remaining partner in finding another partner, and will give them a~~  
355 ~~reasonable amount of time to find another partner if management concludes~~  
356 ~~that the needs of the position requires full-time staffing.~~

357  
358 ~~It is understood that during that period, the employee may be required to~~  
359 ~~increase his/her tour of duty depending upon the needs of the organization and~~  
360 ~~the terms of their job sharing/job splitting agreement.~~

361  
362 ~~Changes to any approved job sharing arrangement will require the~~  
363 ~~establishment of a new job sharing plan consistent with this article.~~

364

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

367

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

371

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

378

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

382

383 ~~14. Participation in any experiments will not automatically preclude participation in~~  
384 ~~job sharing.~~

385

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

389  
390 ~~16. It is understood that job sharing/job splitting is not intended to require~~  
391 ~~employees to perform job duties when they are not in duty status. Therefore,~~  
392 ~~every effort will be made to minimize the need for communications with~~  
393 ~~employees while not on duty.~~

394  
395 ~~17. Leave requests by employees in a job sharing situation shall be approved or~~  
396 ~~denied in accordance with Article 31. Leave will not be denied solely on the~~  
397 ~~basis of participation in a job share situation.~~

398  
399 ~~18. The Union is not precluded from conducting job share/job splitting surveys~~  
400 ~~which will be mailed to job share/job splitting participants. SSA will provide the~~  
401 ~~Union designee with a listing of the names, grades, positions, and duty stations~~  
402 ~~of the affected employees.~~

403  
404 ~~19. In order to assist potential job sharers, SSA agrees to publicize potential job~~  
405 ~~share needs in the same manner SSA publicizes leave sharing.~~

406  
407 ~~20. Where an employee requests to work part-time and job sharing/job splitting is~~  
408 ~~being considered, SSA will grant reasonable amounts of duty time for~~

409 ~~employees to speak with/to each other about the possibility of job sharing/job~~  
410 ~~splitting, drafting and revising their proposals, completing the surveys,~~  
411 ~~discussions with management and the Union about job sharing/job splitting and~~  
412 ~~their proposals.~~

413  
414 ~~21. SSA will give bona fide consideration to employees requesting reassignment~~  
415 ~~from a non-job sharing position to a job sharing position and from a job sharing~~  
416 ~~position to another job sharing position. This will also include positions in other~~  
417 ~~locations, as specified by the employee. An employee whose request is denied~~  
418 ~~shall be notified of the reasons in writing upon request.~~

419  
420 ~~22. Awards for job sharers will be consistent with Article 17 of the National~~  
421 ~~Agreement. It is understood that neither party has compromised its respective~~  
422 ~~position concerning the pro-ration of awards for part-time employees.~~

423  
424 ~~23. When management meets with potential job sharing participants, the Union will~~  
425 ~~be provided notice and an opportunity to be present under Article 3, Section 6,~~  
426 ~~E of the National Agreement.~~

427  
428 ~~Potential job sharing/job splitting participants shall submit a written proposal to~~  
429 ~~their immediate supervisor.~~

430

431 ~~Potential participants will receive a written response from management within a~~  
432 ~~reasonable amount of time (normally within 10 work days) of submitting their~~  
433 ~~written proposal informing them of acceptance or rejection of their~~  
434 ~~job sharing/job splitting proposal. If rejected, the reasons will be stated. The~~  
435 ~~participants may revise their written proposal to accommodate the reasons~~  
436 ~~given for rejection and resubmit it for another decision.~~

437

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

441

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

447

448 ~~26. The parties to this Agreement recognize that certain positions may involve~~  
449 ~~those that are traditionally career ladder. In these positions, employees~~  
450 ~~entering into a job sharing arrangement must be at the journey person grade.~~  
451 ~~In those situations where employees are not in a career ladder, job sharers~~  
452 ~~must be at the same grade.~~

453

454 ~~27. Performance appraisals for the part-time employees, including job sharing/job~~  
455 ~~splitting, will be handled in accordance with the National Agreement.~~

456 ~~Throughout the tenure in a part-time position the employee's appraisal will not~~  
457 ~~reflect the performance of the job share partner.~~

458

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