

TEMPORARY, PART-TIME, AND PROBATIONARY EMPLOYEES

SECTION 1. GENERAL: This Article sets forth the different provisions applicable to temporary, part-time, and probationary employees for Title 5 and Title 38 employees. Temporary, part-time and probationary employees are also covered by the terms of other articles in this CBA to the extent consistent with applicable laws and regulations.

SECTION 2. TEMPORARY EMPLOYEES: Temporary employees may be separated at any time upon notice in writing from the Agency. When it is determined that a temporary employee is to be separated, it is recommended that the employee be given fifteen (15) day notice except in egregious circumstances, or when loss of funding or Full Time Equivalent Employee (FTEE) authority requires that notice be shortened.

SECTION 3. PART-TIME EMPLOYEES:

A. Definition: Part-time employees are those who perform duties on less than a full time basis, and have a regularly scheduled tour of duty that is less than 80 hours in a biweekly pay period.

B. Holidays: When a holiday falls on a part-time employee's regularly scheduled workday, the employee will be paid for the number of hours he or she would normally be scheduled for that day.

C. Requests for Part-time Employment: The Agency will give full consideration to employee requests regarding part-time employment consistent with resources and mission requirements. The Agency recognizes that part-time employment may be particularly appropriate for the following employees:

1. Employees seeking gradual transition into retirement;
2. Employees with disabilities or others who require a reduced workweek through a Reasonable Accommodation request;
3. Parents who must balance family responsibilities with the need for additional income;
4. Students who must finance their own education and/or vocational training; or
5. Employees pursuing further education.

D. Requests to change employment status: Requests to change from full time employment to part-time, or from part-time employment to full time, will be discussed with the employee. If an employee submits a written request and the request is denied, the employee will be provided with written reasons for the denial.

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E. Right of Refusal: A full time employee shall not be required to accept part-time employment as a condition of continued employment.

F. Negotiability: If the Agency proposes to convert any encumbered full time positions to part-time, it will provide the Union with Notice in accordance with the "Bargaining During the Term of the Agreement" Article of this CBA.

G. Adjustments: An employee may request a temporary or permanent adjustment of an established part-time work schedule based on personal need or to permit participation in approved details, other assignments, or training, and the Agency will give full consideration to each such request. Duty hours for part-time employees will be established or changed by Standard Form-50.

H. Access to activities: The Agency agrees to provide part-time and full time employees equivalent access to employee activities, e.g., recreational facilities. Employees will not be denied opportunities for attendance for approved training courses solely because of part-time status. In cases of budgetary constraint and limited availability, the Agency may give priority to offering training for full-time employees, except in cases involving reasonable accommodation.

I. Probationary Period: For a probationary employee who transfers within the Agency, prior federal civilian service counts toward completion of probationary period when it is in Defense Health Agency (DHA), is in the same line of work, and contains or is followed by no more than a single break in service that does not exceed thirty (30) calendar days. The probationary period for part time employees is computed in the same manner as for full-time employees.

J. Effects of Conversion: Prior to an employee accepting conversion to part-time status, the Agency will advise the employee in writing of the effects of converting to part-time employment as it relates to employee benefits.

K. Subsequent Conversion: Employees who accept or convert to part-time positions have no guarantee that they will subsequently be converted to full time employment, but the Agency agrees to consider the employee's request based on the employee's circumstances and the needs of the organization. The Agency agrees to give first consideration, where workloads and staffing considerations permit, to increasing an incumbent to full-time status before seeking an outside hire for the same position and location.

SECTION 4. PROBATIONARY EMPLOYEES:

A. Qualifications: All probationary periods will be established in accordance with 5 CFR Parts 315.801 and 315.802, and any other applicable Federal law. Probationary periods will also be governed by government-wide regulations in existence at the time this Agreement was approved.

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B. Representation: Probationary employees are entitled to Union representation.

C. Probationary Period: Title 5 employees serve a one-year probationary period unless otherwise specified in applicable Federal law. Probationary periods will also be governed by government-wide regulations in existence at the time this Agreement was approved. During that time, employees will have the opportunity to develop and to demonstrate their proficiency. To that end, the Agency agrees that probationary employees will be advised in writing of applicable critical and noncritical elements, performance standards, and general conduct expectations at the beginning of their probationary period (normally within the first 30 days of employment). The supervisor will explain the requirements of the probationer's position and answer any questions the employee may have.

D. Counseling: From the beginning of the probationary period, the supervisor will communicate with the employee regarding performance deficiencies and/or conduct issues, and assist in addressing these issues. In the event that there are deficiencies in the employee's conduct and/or performance that may affect the employee's continued employment, the supervisor will counsel the employee and document the meeting (i.e., MFR, formal counseling, or verbal counseling reduced to writing), with a copy given to the employee. Failure to comply with this provision does not preclude the Agency from taking appropriate action in accordance with applicable law.

E. Assistance with Performance: The Agency will consider employees' specific requests for assistance to improve their performance. It is suggested that the supervisor contact LMER regarding any observed deficiencies in performance or conduct at any time during the probationary period. The employee may be given the opportunity to address deficiencies.

F. Impending Separation: In cases of impending separation for performance deficiencies the Agency may give consideration to placement of the probationary employee in positions commensurate with his or her demonstrated ability.

G. Notice of Termination: The Agency may terminate an employee on a probationary or trial period because of his or her performance or conduct. The employee shall be notified in writing as to why he or she is being terminated and the effective date of the action.

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