

ARTICLE 34

DETAILS & TEMPORARY PROMOTIONS

SECTION 1- Details and Temporary Promotions

- A. The term "detail" as used in this Article means a temporary assignment of an employee to a different classified position within the bargaining unit, or to a different set of unclassified duties, for a specified period of time, with the employee returning to her/his position of record at the end of the detail. The employee continues to encumber the bargaining unit position from which s/he was detailed during the term of the detail.
- B. The term "temporary promotion" as used in this Article means a temporary assignment for a specified period of time to a position at a higher grade than the one the employee currently holds where the employee is expected to return to his or her regular duties and grade at the end of the assignment. An employee must meet the qualification standards and other legal and regulatory requirements, such as time in grade for the higher-grade level before he or she can be temporarily promoted.
- C. The provisions of this Article apply to details to bargaining unit positions at the same or higher grade. Details may also be used to provide opportunities for interchange programs or developmental assignments. Selections for details will be made on a fair and equitable basis.
- D. Areas of consideration for details will be based on legitimate work-related reasons. ~~To the extent feasible, information about detail opportunities will be disseminated to all eligible employees within the defined areas of consideration.~~
- E. Subject to valid operational needs, supervisors will encourage detail opportunities and will approve employee requests for details. Where a detail request is denied, the supervisor will provide the reasons for the denial in writing at the time of the denial. Additionally, the supervisor will work with the employee to find another suitable detail opportunity. Detail periods will not be arbitrarily limited or extended by the Agency.
- F. The Employer agrees that where ~~it is expected that~~ an employee will be detailed to a higher-graded bargaining unit position for a period in excess of ~~thirty one (31)~~ ten (10) ~~and fewer than one hundred twenty (120)~~ consecutive workdays, the employee will be temporarily promoted to that position, and the employee will be paid for such promotion, effective at the beginning of the first full pay period following the beginning of the the first day of the detail, subject to legal and regulatory requirements, such as time in grade. The temporary promotion should be initiated at the earliest date it is known by the Employer that the details is expected to exceed ten (10) consecutive workdays. The ten (10) consecutive work day provision will not be circumvented by rotating employees into a higher-grade position for

less than ten (10) workdays solely to avoid the higher rate of pay.

- G. For purposes of this section, an employee who performs the grade-controlling duties of a higher-graded position for at least 25% of his/her time for ten (10) consecutive work days, shall be temporarily promoted in accordance with Section 2.A above.
- H. Employees detailed or temporarily promoted to classified positions will be provided with a copy of the position description. Employees detailed to unclassified duties will be provided with written "Statement of Duties." The temporary assignment supervisor will generally meet with the employee to discuss what is expected from the employee. This meeting/discussion will normally be held within the first two workdays of the detail or earlier, if appropriate.
- I. For details or temporary assignments of less than one hundred twenty (120) calendar days, including informal or constructive details and temporary assignments, the temporary assignment supervisor upon request from the employee, will provide a written report on the employee's performance to the employee's supervisor of record and provide a copy of that report to the employee. The Employer agrees to consider the appraisal or feedback in preparing the employee's rating of record for the current appraisal year.
- J. Details and temporary assignments, including informal or constructive details and temporary assignments, for more than ten (10) consecutive workdays will be formally and timely documented in the employee's official personnel file (OPF), which may be done electronically. Confirmation of the detail will be provided to or, if electronically-filed, may be printed by the employee.
- K. When an employee is formally or constructively detailed to a higher graded position for more than 120 days (consecutively or nonconsecutively) during a one year period and performs at an acceptable level of competence in that position, but is not eligible for a temporary promotion beyond the 120 day period, the Employer will grant a special act award or other form of recognition to the employee, comparable to the difference in pay between the employee's current GS level and the GS level of the higher graded position for the duration of the detail.

SECTION 2- Detail Announcement and Selection Process

A. When the Employer determines to fill any position through a detail or non-competitive temporary promotion, which will extend for more than thirty (30) calendar days, the Employer will announce the detail opportunity with at least fourteen (14) workdays' advance notice in the appropriate OPDIVs, Staffdivs or Offices, and solicit for volunteers from interested and qualified employees possessing the necessary grade, skill level and experience requirements for the detail. The announcement will contain information about the detail position, to include the duration period, necessary requirements for selection, and how to apply. Qualified employees will be permitted to submit for consideration for the detail opportunity during the fourteen (14) workday period, and the employer will consider each employee's submission prior to selection. The Employer will make its selection known to employees who expressed an interest.

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B. If there are more qualified employees than there are positions to be filled, the most senior qualified employee, using HHS EOD, who bids on the position will be selected. If the most senior qualified applicant received the same or similar opportunity within the last twelve (12) months, he or she will be passed over until all other qualified volunteers been selected.

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SECTION 3- Merit Promotion

Selection for details will be accomplished in compliance with Article 36 (Merit Promotion) when the Employer reasonably expects the detail to the higher graded position to last longer than one hundred twenty (120) consecutive days. However, the Employer may elect to use competitive procedures for details of lesser time.

~~A. Details of more than ten (10) consecutive calendar days will be formally documented in the employee's OPE, which may be done electronically. Confirmation of the detail will be provided to or, if electronically filed, may be printed by the employee.~~

SECTION 4- Beginning and Ending the Detail Period

In order to ensure a smooth transition between positions:

1. the Employer will provide necessary orientation to the employee at the beginning of any detail;
2. the Employer will provide to an employee who has been on detail to a different work area, the time reasonably necessary to re-familiarize her/himself with the position to which s/he is returning; and
3. the Employer will inform the employee of any changes in operating procedures which affect the manner in which the duties of the position of record are performed.
4. Employees who are detailed or temporarily promoted will normally be relieved of work required in the previous position when the detail or temporary promotion is in effect.
5. When possible, employees returning from detail will be returned to their same workstation occupied prior to the detail.

SECTION 5- Performance Evaluation

Employees rating while on detail or temporary promotion will conform to Article 30 Performance Management Appraisal Program.

SECTION 6- Termination

The Employer retains the right to terminate a detail or temporary promotion at any time, based on operational need.

SECTION 7- Credited Experience

The experience that an employee obtains while on a detail or temporary promotion will be credited as experience either in the employee's current position or the position to which s/he is detailed, whichever is more advantageous to the employee, subject to qualification rules and principles.