

ARTICLE 39

TEMPORARY AND TERM EMPLOYMENT

SECTION 1

The purpose of this Article is to clarify the rights of term employees and temporary employees where those rights may not be clear elsewhere in the Agreement.

SECTION 2

In accordance with 5 CFR 316, Temporary and Term Employment, for purposes of this Agreement, mean the following:

- A. A temporary appointment is one for a period not to exceed one (1) year; the appointment may be extended up to a maximum of one (1) additional year, for a total of no more than twenty- four (24) months of service where the need for an employee's services is not permanent.
- B. A term appointment is one for a period of more than one (1) year, when the needs of the service so require and the employment need will last for a limited period of four (4) years or less. The Employer may make either type of time-limited appointment in appropriate circumstances where the need for an employee's services is not permanent.
- C. Reasons from making a term appointment include, but are not limited to, project work, extraordinary workload, scheduled abolishment, reorganizations, contracting out of the function, uncertainty of future funding, or the need to maintain permanent positions for placement of employees who would otherwise be displaced from other parts of the organization.

SECTION 3

When employees are given time-limited appointments, they will be advised on the Notice of Personnel Action form (SF-50) of the specific "not to exceed" duration of the appointment (referred to in this Article as the "anticipated expiration date" of the appointment).

SECTION 4

The Employer will provide written notice to persons hired under time-limited appointments that they do not acquire competitive status from the appointment, and that they may not be converted to either career conditional or career status without appropriate examination and competition. However, veterans having a compensable service-connected disability of thirty (30%) percent or

more are eligible to be converted to career or career-conditional appointments from the term appointments not limited to sixty (60) days or fewer. Such conversions or appointments are subject to existing laws and regulations in effect at the time the conversion or appointment is made.

SECTION 5

The Employer will give temporary and term employees whatever instruction it deems necessary on the duties assigned to them. Any out-of-office training requests by such an employee are subject to applicable budgetary constraints and workload and optimal staffing considerations.

SECTION 6

Term employees will be accorded all benefits and privileges to which they are entitled under applicable laws and regulations. For example:

- A. Term employees serving in positions subject to the General Schedule are eligible for within-grade increases in accordance with government-wide regulations.
- B. Term employees are eligible for certain benefits in accordance with government-wide regulations. Term employees should contact the Servicing Human Resources Center to discuss benefits for which they are eligible.

SECTION 7

The employment of a term employee ends automatically on the anticipated expiration date of her/his term appointment (as stated on the SF-50), unless the employee is separated prior to that date. Once they have completed a one (1)-year trial period, term employees in competitive appointments who are involuntarily separated prior to the anticipated expiration date of their appointments, for reasons other than completion of the project or lack of work, are entitled to the adverse action or unacceptable performance action appeal procedures of this Agreement.

SECTION 8

- A. A temporary employee's appointment may be terminated before the anticipated expiration date of her/his appointment (as stated on the SF-50) due to reasons including, but not limited to, lack of funds, lack of work, or for cause.
- B. Where possible, these temporary employees will be given two (2) weeks advance notice prior to the termination of their appointment. Termination for cause may be effectuated without any advance notice.

- C. Any termination will be reflected in a written notice, setting forth the reasons for the action and applicable appeal rights, and notifying the temporary employee of her/his option to resign. A temporary employee may not grieve her/his termination under the negotiated grievance procedure in Article 45 unless a prohibited personnel practice is alleged.