

- DIRECTIVE  
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## CHANGE TRANSMITTAL SHEET

FSIS DIRECTIVE  
TEMPORARY PROMOTIONS AND DETAILS

4300.6

10/26/00

### I. GENERAL

A. **Applicability.** Provisions in this directive cover nonbargaining unit employees only. Provisions for bargaining unit employees are in FSIS Directive 4300.5.

B. **Part Two.** Contains instructions for temporary promotions. **NOTE:** Only permanent employees may apply for temporary promotions.

C. **Part Three.** Provides instructions applicable to details both within and outside FSIS.

### II. CANCELLATION

This transmittal is canceled when contents are filed.



for Deputy Administrator  
Office of Management

### FILING INSTRUCTIONS

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HRD – Employment Services and Policy  
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# TEMPORARY PROMOTIONS AND DETAILS

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**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOOD SAFETY AND INSPECTION SERVICE  
WASHINGTON, DC**

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**TEMPORARY PROMOTIONS AND DETAILS**

**PART ONE--BASIC PROVISIONS**

**I. PURPOSE**

This directive provides procedures for temporary promotion and detail of FSIS non-bargaining unit employees.

**II. CANCELLATION**

Cancels FSIS Directive 4300.5 Revision 3, dated 5/30/90, as it applies to non-bargaining unit employees. However, the provisions in FSIS Directive 4300.5 Revision 3 still apply to bargaining unit employees.

**III. REASON FOR REISSUANCE**

This directive contains OPM regulations and FSIS policy on temporary promotions and details.

**IV. REFERENCES**

FSIS Directive 4300.5, Details of Personnel  
FSIS Directive 4315.3, Probationary Period for Newly Appointed Supervisors and Managers  
FSIS Directive 4335.1, Merit Promotion Plan  
FSIS Directive 4430.1, Performance Evaluation Plan  
FSIS Directive 4530.3, Salary Rate Determinations for GS and PMRS Employees

**V. ABBREVIATIONS AND FORMS**

The following will appear in their shortened form in this directive:

FASB	Financial and Accounting Systems Branch, Financial Management Division
HRD	Human Resources Division
OPM	Office of Personnel Management
SPO	Servicing Personnel Office
SF-52	Request for Personnel Action

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All Offices (Except IIC's and Below)

**OPI:**

HRD – Employment Services and Policy Branch

## VI. DEFINITIONS

A. **Detail.** A temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to regular duties at the end of the period. For pay and benefits purposes, the employee continues to hold the position to which permanently assigned. Subject to appropriate approval, an employee may be detailed within the same or another FSIS organization, to another Federal department or agency, or to an outside organization.

B. **Highest Previous Rate.** The highest rate of basic pay previously paid to an employee under a permanent appointment with a regularly scheduled tour of duty.

C. **Interim Rating.** A formal written record of an employee's performance when there is a change in circumstances before the end of the appraisal period with a summary rating assigned. Interim ratings must cover a minimum time period of 90 days. Interim ratings are combined to form a rating of record.

D. **Nonreimbursable Detail.** The lending organization agrees to and bears all expenses. Nonreimbursable details require approval of the FASB.

E. **Reimbursable Detail.** The lending organization is reimbursed for the detail employee's regular salary, fringe benefits, and any additional authorized expenses. A written agreement is required that documents the provisions of the detail and is signed by officials of the lending organization and the receiving organization.

F. **Temporary Promotion.** The official assignment of a permanent employee to a higher-graded position for a specific period of time with compensation at the higher grade. Temporary promotions are usually internal placement actions (within FSIS).

G. **Unclassified Duties.** A set of work activities and tasks with no written description and no officially assigned grade level, occupational series, or position title by an appropriate classification authority.

## VII. COVERAGE

A. This directive covers permanent and temporary FSIS employees, **except** employees:

1. Covered by a collective bargaining agreement.
2. Detailed under the Intergovernmental Personnel Act.
3. Detailed and temporarily promoted to Senior Executive Service positions.

4. Appointed from an OPM register within the previous 90 days.

B. Part Two (Temporary Promotions) applies to permanent employees only.

#### VIII. **GENERAL GUIDELINES**

A. Employees are not entitled to a retroactive temporary promotion when detailed to a higher grade position.

B. A temporary promotion or detail is appropriate only when the employee must perform a position's full range of duties and responsibilities. If duties of the position are divided among several employees, a temporary promotion or detail is inappropriate.

#### IX. **FACTORS TO CONSIDER**

Each situation is different and the options may vary. When an employee is eligible for **either** a temporary promotion **or** detail, management decides the appropriate action. Contact the SPO for additional guidance, if needed. Consider the following factors when deciding whether to temporarily promote or detail an employee:

A. Length of the proposed assignment. (**EXAMPLE:** If the employee assumes the higher level duties for an extended period, a temporary promotion may enhance employee motivation and morale.)

B. Regulatory requirements and restrictions for each type of action.

C. Fair and equal treatment of employees to the extent possible. **EXAMPLE:** If practical, offer several eligible employees an opportunity to serve in the higher grade position on a rotational basis.

#### X. **INAPPROPRIATE USE**

A detail or temporary promotion must address a legitimate temporary need and may not be made solely for the following reasons:

A. As a trial period or "test" to determine if an employee can perform satisfactorily in the job.

B. In lieu of taking proper steps to address an employee's conduct or performance problems.

C. To provide additional compensation to an employee for a short period of time (i.e. less than 28 days or 2 pay periods) or when it is unlikely the individual will perform the full range of duties in the higher-grade position.

## XI. USE OF COMPETITIVE PROCEDURES

A. **Required.** Follow competitive procedures if a temporary promotion or detail to a higher grade position (or one with known promotion potential) will exceed 120 days.

1. An employee's prior service during the preceding 12 months under a noncompetitive temporary promotion and noncompetitive detail to a higher grade position counts toward the 120-day maximum.

2. The time detailed to unclassified duties counts towards the 120-day maximum if the duties are later classified as a higher grade position or one with promotion potential.

B. **Not Required.** Competition is not required if:

1. The temporary promotion or detail to a higher grade position (or one with known promotion potential) will not exceed the 120-day maximum described in Subparagraph A.

2. The employee is eligible for noncompetitive promotion on a permanent basis. **EXAMPLE:** The employee previously held the grade or promotion potential to that grade on a permanent basis under a career or career-conditional appointment and did not lose the grade or position for performance or conduct reasons.

## XII. PERFORMANCE EVALUATION

The supervisor who assigns and reviews the employee's work during the detail or temporary promotion:

A. Establishes performance elements and standards when the detail or temporary promotion is for 90 days or more.

B. Discusses and presents a copy of performance elements and standards to the employee within 30 days of the start of the temporary promotion or detail.

C. Prepares a rating to document performance and accomplishments at the end of the temporary promotion, detail, or the appraisal cycle (if the employee was covered by the performance standards for at least 90 days). Combine interim ratings completed during the appraisal period to derive the employee's rating of record. (See FSIS Directive 4430.1.)

XIII. **TERMINATION OF PER DIEM UPON TRANSFER TO  
PERMANENT DUTY STATION**

A. An employee loses entitlement to per diem when the temporary duty station location becomes the permanent duty station location. Per diem stops on the day the employee receives (oral or written) notice of the duty station change. The employee's reimbursement voucher must contain a statement giving the date the notice was received.

B. An employee detailed to a geographic area with a different locality pay continues to receive the locality rate of pay for the official position of record.

## **PART TWO--TEMPORARY PROMOTIONS**

### **I. APPROPRIATE USE**

Use temporary promotions to:

- A. Fill a temporary position.
- B. Accomplish project work of a definite duration.
- C. Fill a position temporarily during reorganization, downsizing, or hiring freeze.
- D. Meet other temporary needs.

### **II. TIME LIMITS**

A. Temporary promotions are for a specified time period not to exceed 5 years. Longer periods require OPM authorization. Long-term temporary promotions (i.e., 2-5 years) are not routine, but may be appropriate to accomplish a major Agency initiative.

B. A temporary promotion initially made for less than 5 years may be extended, as appropriate. Competitive procedures may apply if the initial vacancy announcement did not state an extension could be made. (Contact the SPO to discuss the particular situation.)

### **III. QUALIFICATIONS**

Only permanent employees are eligible for temporary promotions. The employee must meet OPM qualifications and other applicable requirements (such as time-in-grade) for the higher grade position.

### **IV. EMPLOYEE NOTIFICATION**

A. When possible, the SPO gives the employee advance notice of the conditions of the temporary promotion. The advance notice includes:

- 1. The time limits of the promotion.
- 2. The reason for the time limit.
- 3. The requirement for competition beyond 120 days, where applicable.

4. A statement that the employee may be returned, at any time, to the position from which temporarily promoted, or to a different position of equal grade and pay.

5. How pay is set upon return to the former grade.

B. When advance notification is not possible, the SPO provides notice as soon as possible after the promotion is made.

## V. **SUPERVISORY OR MANAGERIAL PROBATIONARY PERIOD**

A. A supervisory or managerial position requires a probationary period when **all** of the following conditions are met:

1. The temporary promotion is for 120 days or more.
2. The position may become permanent without further competition.
3. The above conditions are a matter of record.

B. The employee does not serve a probationary period if previous service in a supervisory or managerial position fulfills this requirement. (See FSIS Directive 4315.3.)

C. When a supervisory or managerial employee is serving a probationary period in a permanent position and is temporarily promoted to a non-supervisory or non-managerial position, the service while temporarily promoted is not credited towards completion of the probationary period.

## VI. **DOCUMENTATION**

Send an SF-52 to the SPO to:

- A. Initiate, extend, or early termination of a temporary promotion.
- B. Advertise a vacancy to be filled by temporary promotion using competitive procedures.

## VII. **TERMINATION**

A temporary promotion ends when the employee is no longer assigned the full range of higher level duties, or the promotion is made permanent. This may occur on or before the not-to-exceed date. Prepare an SF-52 and submit to the SPO if the promotion is terminated before the not-to-exceed date. The SPO automatically terminates a temporary promotion when the not-to-exceed date is reached. If the employee has:

- A. **Less than one year** on the temporary promotion:

1. The employee's pay is set at the appropriate step in the former grade, including within-grade increases and other pay adjustments the employee would have received in the former grade.

2. The employee is not entitled to highest previous rate, grade retention, or pay retention based on service under a temporary promotion of less than one year. (See FSIS Directive 4530.3.)

B. **One year or longer** of continuous service on a temporary promotion, the employee is entitled to highest previous rate when the pay is set at the lower grade.

## PART THREE--DETAILS

### I. APPROPRIATE USE

- A. Use details for any legitimate management purpose, such as to:
1. Meet unexpected workloads.
  2. Accomplish project work of a definite duration.
  3. Carry out work when there is a shortage of personnel or change in mission or organization.
  4. Provide on-the-job training to enhance individual or organizational performance (**EXAMPLE:** Rotational assignments to cross-train several employees.)
  5. Place an employee pending classification or security clearance.
- B. Recommend details to:
1. A position at the same, lower, or higher grade.
  2. Unclassified duties, only when there is an immediate need for specific work to be done and one of the following applies:
    - a. The position is not formally established because the work will be completed in one year or less; **or**
    - b. The specific work **must** begin before a final classification decision is made on a proposed position.
- C. A detail is not appropriate when an employee continues to carry out the duties of the permanently assigned position while performing **some** duties of another position for a limited time. (**EXAMPLE:** While the position is vacant or the incumbent is on leave).

### II. TIME LIMITS

- A. Schedule details and extensions:
1. For the shortest practical time period that meets the organization's needs.
  2. In increments of 120 days or less.

B. Competitive procedures may apply, see Part One, Subparagraph XI.A.

C. Details beyond one year require approval of the Director, HRD. Submit a request for approval and a justification statement to the Director, HRD, at least 45 days before the end of the year. The request must include:

1. Reason for the detail.
2. The nature of the assignment or project.
3. A brief description of the duties.
4. The expected completion date of the assignment or project.

### III. **QUALIFICATIONS**

The employee is not required to meet OPM qualifications requirements for the position. (**EXCEPTION:** Employee must meet any minimum educational requirements.) The employee must be able to satisfactorily perform the assigned work. If competitive procedures are followed, the same standards apply to all candidates.

### IV. **SUPERVISORY OR MANAGERIAL PROBATIONARY PERIOD**

A. An employee detailed to a supervisory or managerial position does not serve a probationary period.

B. When a supervisory or managerial employee is in a probationary period in a permanent position and is detailed to a non-supervisory or non-managerial position, the service while detailed is not credited towards completion of the probationary period.

### V. **SENSITIVE POSITIONS**

The same security program requirements apply to detailed and permanently assigned employees in a sensitive position.

### VI. **DOCUMENTATION**

A. The office gaining the services of the detailed employee sends an SF-52 to the SPO when the detail is scheduled for:

1. **30 days or more** to a higher-grade position or one with more promotion potential.
2. **120 days or more** to any other position.

B. Provide the reason for the detail on the SF-52.

C. Include a brief statement of the employee's duties and responsibilities for a detail to unclassified duties.

VII. **REIMBURSABLE DETAILS**

A. **Between FSIS Divisions.** A reimbursable detail between FSIS divisions requires the office losing the employee's services to report the following information to FASB:

1. Name, grade, and salary of the detailed employee.
2. FSIS organizational unit gaining the employee's services.
3. Length of the detail.

B. **Between FSIS and Another USDA Agency or Departmental Office.**

1. Any office that details an employee to another USDA agency for more than 30 days must be reimbursed for the employee's salary and expenses by the gaining agency. (Contact FASB for specific information.)

2. The office gaining the employee's services sends the SF-52 to the employee's SPO, which forwards a copy to FASB.

3. FASB:

a. Negotiates with the offices involved to prepare a reimbursement agreement addressing billing and collection for the employee's salary and expenses.

b. Ensures the agreement is signed by both offices, reflecting mutual concurrence, within 30 calendar days of the effective date of the detail.

c. Agreements not reached and signed within 30 days require:

(1) FASB to notify the gaining office to terminate the detail immediately and advise the SPO of the termination.

(2) The FSIS office to submit an SF-52 to the SPO to terminate the detail.

VIII. **OUTSIDE DETAILS**

Contact the SPO to coordinate **prior approval** of details to:

- A. Other Federal agencies.
- B. The White House or Congressional committees.
- C. Commissions, councils, and boards authorized by law.
- D. Other governments or international organizations.
- E. Other government employees for FSIS positions.



for Deputy Administrator  
Office of Management