Handbook on Overseas Assignments

United States Department of Energy

Office of Human Capital Management

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Introduction

This handbook covers all types of Federal employment overseas, including details, both within DOE as well as to other agencies; transfers to approved international organizations; assignments to permanent DOE positions; cost-free experts; and personal services agreements (PSAs). This handbook contains information, guidance, sample service agreements, and related documentation that are to be used to implement the following directives:

a. Executive Order 11552, Providing for Details and Transfers of Federal Employees to International Organizations at http://www.archives.gov/federal-register/codification/executive-order/11552.html;

b. Title 5 Code of Federal Regulation (CFR) Parts 301, Overseas Employment and 352, Reemployment Rights available at http://cfr.law.cornell.edu/cfr/;

c. Department of State Standardized Regulations (DSSR) at http://aoprals.state.gov/, and applicable Foreign Affairs Manual (FAM) for the DOS medical program (16 FAM)) and Foreign Affairs Manual and Handbook (FAH) for Foreign Service Nationals (3 FAM 4800 and 3 FAH) at http://www.state.gov/m/a/dir/regs/index.htm;

d. Federal Travel Regulation (FTR) at http://www.gsa.gov/portal/content/104790.

e. DOE O 313.1, MANAGEMENT AND FUNDING OF THE DEPARTMENT'S OVERSEAS PRESENCE at http://www.directives.doe.gov/directives/0313.1-BOrder/view;

f. Chapter I of DOE O 320.1, ACQUIRING AND POSITIONING HUMAN RESOURCES at; http://www.directives.doe.gov/directives/0320.1-BOrder-c1/view;

g. DOE O 341.1, FEDERAL EMPLOYEE HEALTH SERVICES at http://www.directives.doe.gov/directives/0341.1-BOrder-a/view;

h. DOE O 551.1, OFFICIAL FOREIGN TRAVEL, at http://www.directives.doe.gov/directives/0551.1-BOrder-d/view;

i. DOE O 552.1, TRAVEL POLICY AND PROCEDURES, at http://www.directives.doe.gov/directives/0552.1-BOrder-aac1/view; and

j. DOE M 552.1-1A, U.S.DEPARTMENT OF ENERGY TRAVEL MANUAL, at http://www.directives.doe.gov/directives/0552.1-DManual-1a/view.

Table of Contents

		Page
Chapter 1	**Temporary Assignments**	**4**
Chapter 2	**Transfers to International Organizations**	**7**
Chapter 3	**Assignments to Permanent DOE Positions**	**8**
Chapter 4	**Local Hires**	**18**
Chapter 5	**Cost-Free Experts**	**19**

Appendix

A	**Checklists for Overseas Assignments**	**20**
B	**Chart of Overseas Assignments**	**28**
C	**Service Agreements for a Temporary Overseas Assignment**	**32**
D	**Sample Agreement with IEA/OECD**	**43**
E	**Letter of Consent**	**49**
F	**Agreement to Transfer to an International Organization**	**50**
G	**Employee Transfer Letter**	**53**
H	**Service Agreement for a Permanent Overseas Position**	**55**
I	**Authorization for Medical Examination (DS-3069)**	**62**
J	**Memorandum of Agreement Regarding the Department of States' Overseas Personal Services Agreement Authority**	**62**
K	**IAEA Policy and Procedures Instruction on Cost-Free Experts**	**62**
L	**IAEA Special Service Agreement for Cost-Free Experts**	**62**
M	**Benefits for DOE Employees Detailed to Iraq and Afghanistan**	**63**
N	**Sample Tour Renewal Agreement**	**68**
O	**Sample Service Agreement Amendment**	**70**

Chapter 1 – Temporary Assignments

Detail vs Temporary Change in Duty Station (TCS). A detail is a temporary assignment that may be of any duration to a DOE organization, to another Federal agency, such as the U.S. Agency for International Development, or to an international organization (see the link to a list of approved organizations on the next page) in which the employee's duty station (also referred to as official worksite) and position of record remain unchanged and per diem and travel expenses are paid. A temporary assignment for at least 6 months, but not more than 30 months, that involves a reassignment or temporary promotion to a position at an overseas location is a temporary change of duty station (TCS) and is eligible for travel and transportation allowances. The determination as to whether or not a temporary assignment that is expected to last at least 6 months should be treated as a detail or TCS should be based on a cost comparison and the employee's willingness to accept a change in pay when the duty station is changed. Per diem and travel expenses or TCS costs may be borne by DOE, the gaining organization, or split, depending on the arrangements worked out by both organizations. For information on the maximum duration of a detail or TCS assignment, see Appendix B.

Temporary/Nonpermanent Positions. These are positions that, when established, are not expected to exist indefinitely. They are normally established for the period of time that funding is available. Funding is often provided on a reimbursable basis from a foreign country or other agency, usually Department of State (DOS) or Department of Defense (DOD). Employees who currently have permanent appointments are either detailed, or reassigned or temporarily promoted with a TCS action. However, new hires are appointed on a temporary or term basis for the expected duration of the assignment, which could be up to 1 year for a temporary appointment or up to 4 years for a term appointment. (Notes: A temporary appointment may be extended up to 1 more year, in which case the employee becomes eligible for health insurance. For an employee to get full benefits, i.e., health insurance, life insurance, and retirement coverage, they must have a term appointment for more than 1 year.)

Compensation. For details, an employee retains his/her regular salary based on locality pay. Details for more than 42 days are eligible for post differential, which is a recruitment and/or retention incentive for locations with unusual hardship conditions that is determined by the DOS (see the Table of Allowances at http://aoprals.state.gov/). The differential begins on the 43rd day in country unless the detail is to a combat area, in which case it is retroactive to the first day (see footnote "y" on the applicable location table).

For a TCS, the employee's basic pay does not include locality pay, but is supplemented with the applicable COLA (post) allowance and, if applicable, post (hardship) differential. The COLA allowance is a cost of living allowance to offset the difference between the cost of living at the post of assignment in a foreign area and the cost of living in the Washington, D.C., area. It is expressed as a percentage, but is a flat annual rate based on the employee's pay and the number of family members eligible for the allowance. The COLA allowance begins on the 1st day in country or, if receiving a temporary quarters subsistence allowance (TQSA), the first day after the TQSA ends. The COLA allowance and post differential are not applicable for determining an employee's high 3-year salary for retirement annuity calculation purposes. If applicable, post differential is effective on the 1st day in country.

For a temporary or term appointment for a nonpermanent position, the employee's basic pay does not include locality pay, but is supplemented with the applicable post allowance and, if applicable, post differential.

If the assignment is at a location that is eligible for danger pay, then the employee will receive the applicable premium as a percentage of basic pay whether on detail, a TCS, or termporary or term appointment. Danger pay is paid when an employee is in an eligible country at least 4 hours. If the employee is in more than 1 eligible

country for at least 4 hours in the same day, then the employee will receive the higher amount if the percentages are different. The locations and percentages for danger pay are available on the applicable location table.

Leave. Detailees are the only employees who are not eligible to accrue up to 45 days of annual leave per 5 U.S.C. 6304 and 5 CFR 630.302 because the overseas location is not their "regular assignment for duty." Subparagraph (c)(1) clarifies that eligibility for the 45 days is "for transfer or reassignment," unless the detail is enroute to a permanent overseas post. Employees who are eligible to earn 45 days of annual leave are eligible to earn home leave. Employees other than detailees will earn home leave, but will not be eligible to use it after 2 years if they will not be able to return for at least another 12 months following the leave period; however if their overseas assignment changes, e.g., they are reassigned to a permanent position and are expected to return for at least another 12 months, then they may be able to use the earned home leave.

Medical and Health. Per DOE O 341.1 and the DSSR, employees must be medically cleared to work overseas. If the duration of the assignment is less than 30 days, the employee's local medical support staff will clear. If the assignment is 30 days or more, then the DOS medical staff will clear. Processing is normally coordinated through the local DOE medical support staff unless the employee is being detailed to DOS or DOD, in which case the employee should make an appointment with DOS' Office of Medical Services or, if applicable, DOD facility. A DOE health brochure, "Foreign Travel Health & Wellness Reference Guide," is available on line at http://humancapital.doe.gov/resources_overseas.htm and, for Headquarters employees, in the local medical clinics which describes what employees should do in preparation of, during, and following a trip overseas, along with information on a medical assistance program (MEDEX Plus) that is available for travelers. Employees may change their health insurance coverage when going overseas and should do so if they have an HMO plan. Employees on temporary assignments are eligible for the DOS medical program at http://www.state.gov/m/a/dir/regs/fam/16fam/index.htm.

Training. DOE employees under Chief of Mission (COM) authority traveling in temporary duty status for more than 30 days in a calendar year are required to complete the course *Serving Abroad for Families and Employees* (S.A.F.E., also known as the *Security Overseas Seminar*). In addition, employees traveling to Iraq, Afghanistan, Pakistan, Yemen, and certain parts of Mexico for more than 30 days and those traveling to Sudan for more than 60 days are required to complete the *Diplomatic Security, Foreign Affairs Counter Threat* (FACT) course. These courses must be completed before employees will be cleared in DOE's Foreign Travel Management System and receive their passport and Visa(s). For more information on these and other courses for overseas assignments, see the Overseas Corps Training Manual which is available at http://humancapital.doe.gov/resources/DOE-Overseas-Corps-Training-Program.pdf.

Documentation. See the checklist at Appendix A for processing a detail or TCS. If the assignment will be treated as a TCS, then documents at Appendix B must be completed to begin the processing for approving travel and transportation expenses, along with the applicable travel authorization documents (see Appendix A). Employees are required by DOE O 313.1 to sign a service agreement. A sample service agreement for a temporary overseas assignment (detail or TCS) is available at Appendix C. If the employee is being detailed to another Federal agency, an Interagency Agreement is needed. Sample Interagency Agreements are available at Appendix D. Also, all travelers to overseas locations must complete DOE F 551.1, Request for Approval of Foreign Travel, and be documented in the DOE Foreign Travel Management System (FTMS) database.

Details toCombat Zones. Special guidance is available for details to Iraq and Afghanistan at Appendix M. Similar benefit packages may be made available to other combat zones if authorized by legislation.

Details to International Organizations. Information is available on the OPM web site at http://www.opm.gov/employ/internat/index.asp. The list of approved International Organizations is available on the DOS web site at http://www.state.gov/p/io/empl/126305.htm.

Note: Under DOE O313.1, all temporary assignments must first be coordinated with the Overseas Presence Advisory Board (OPAB) via the NNSA Office of International Operations. The Office of International Operations will sign off on service agreements for DOE positions. The Office of International Cooperative Activities, Office of Policy and International Affairs (PI) must be kept informed of assignments to international organizations and other countries.

Chapter 2 – Transfers to International Organizations

Approved International Organizations. The list of international organizations that are eligible for employees to transfer to and retain re-employment rights, including certain benefits, is available at http://www.state.gov/p/io/empl/126305.htm. The two international organizations to which DOE employees usually transfer are the International Energy Agency (IEA) and the International Atomic Energy Agency (IAEA).

Re-employment Rights. A transfer to an international organization is a separation action, which means that the employee will no longer be a DOE employee. In order for an employee to retain his/her re-employment rights with DOE and retirement, Thrift Savings Plan (TSP), and insurance benefits, the Head of the employee's Departmental element must sign a Letter of Consent (see the sample at Appendix E). If a Letter of Consent is not signed, an employee may still go to the international organization, but will not retain any re-employment rights and benefits.

Compensation. Employees who are transferred are paid by the gaining organization based on the offer made or agreements between the gaining organization and the employee and/or his organization. The gaining organization pays all travel and transportation expenses and allowances.

Medical and Health. Medical clearances are the responsibility of the gaining organization. An employee may retain his/her health plan coverage when the Head of the employee's Departmental element consents to the transfer.

Documentation. See the checklist at Appendix A for processing a transfer. The employee must be informed of his re-employment rights and benefits either by signing a service agreement (see Appendix F) or the human resources staff providing the same information in the form of a letter (see Appendix G) that the employee responds to regarding his/her benefits that he/she wishes to retain.

Notes:

The Office of International Cooperative Activities, Office of Policy and International Affairs, coordinates the recruitment for and placement from international organizations within DOE for Federal and contractor employees; however, only Federal employees have re-employment rights.

The Office of the Chief Human Capital Officer, Executive Resources Division, provides an annual report on all Federal employees who have been detailed or transferred to an international organization to the Department of State.

Additional information on employment with international organizations is available on the OPM web site at http://www.opm.gov/employ/internat/index.asp.

Chapter 3 – Assignments to Permanent DOE Positions

Background. DOE has established permanent positions with permanent appointments for Federal employees in Vienna, Austria; Sofia, Bulgaria; Beijing, China; Paris, France; Stuttgart, Germany (AFRICOM); Tokyo, Japan; Astana, Kazakhstan; Moscow, Russia; Islamabad, Pakistan, and Kiev, Ukraine as international cooperation has become vital to the success of many of the Department's programs, particularly in the areas of nonproliferation and stewardship of the nuclear stockpile, energy efficiency and conservation, civil nuclear energy, security of energy resources, technology transfer, and industrial competitiveness. In addition, the Overseas Presence Advisory Board (OPAB) has approved the establishment of an office in India, Saudia Arabia, and Brazil, although funding is currently only available for a permanent position in 2 of those locations, and the Office of Electricity Delivery and Energy Reliability (OE) has established a permanent position with a term appointment due to possible funding limitations in Stuttgart, Germany (EUCOM). DOE contractors may staff offices in additional locations, but they are not addressed since this handbook only addresses Federal employment and local hires (see Chapter 4).

DOE gets local logistical and administrative support for its offices from DOS in which DOE pays into a "working capital fund" organization known as the International Cooperative Administrative Support Services (ICASS). The Director, Office of International Operations, NNSA, is or provides the DOE representative to the ICASS Working Group (IWG). The Office of International Operations also serves as the DOE point of contact for coordinating requests for staff, space, quarters, and diplomatic status of DOE employees with DOS. In Stuttgart, Germany, DOE gets its logistical and administrative support from DOD, which is coordinated by OE.

DOE is developing a cadre of employees for permanent overseas positions through competitive rotational assignments with 3 - year tours, except for countries with significant civil strife in which tours are limited to 1 - 2 years. (Note: DOE sources for the cadre are: 1) employees, such as those in the Presidential Management Fellows (PMF) program, who have been detailed, reassigned, or temporarily promoted to a nonpermanent position; 2) employees who have been detailed to another agency overseas; 3) employees who have been detailed or transferred to an international organization; 4) employees, such as those assigned to DOD's COCOMs in the U.S., with term appointments; 5) NNSA's Nonproliferation Graduate Fellowship Program, which is a contractor intern program at the Pacific Northwest National Laboratory; and 6) the emerging Civil Response Corps (CRC) who may be deployed overseas.)

DOE is one of only a few agencies overseas that is not subject to PL-96-465, Foreign Service Act of 1980. DOE employees who are not local hires (see Chapter 4) are covered under Title 5, United States Code, but are also subject to DOS's Standardized Regulations (DSSR) while overseas and DOS's Foreign Affairs Manual (16 FAM) regarding the medical program as long as they are under Chief of Mission/DOS authority. If they are under DOD authority, then they are eligible to use the designated medical facilities in the area. The Federal Travel Regulations (FTR) apply to travel and transportation allowances to and from overseas locations.

Per DOE O 313.1, all permanent assignments must be coordinated with the Office of International Operations on behalf of the OPAB. This currently means that nonNNSA sponsoring program offices will establish positions in their offices with the Office of International Operations' assistance; all NNSA sponsored positions are established in the Office of International Operations, International Operations will initiate the recruitment action, coordinate the selection process with the applicable program office(s), service agreements, pre-deployment, and travel and transportation issues. For nonNNSA sponsored positions, once the employee is hired, *if the employee is not a new Federal employee*, the sponsoring program office will immediately detail the employee to the Office of International Operations for the duration of the assignment; i*f the employee is new to the Federal Government*, the employee cannot be detailed to the Office of International Operations for at least

the first 90-day period, in which case they will remain in the sponsoring program office until the 91st day when they can be detailed to the Office of International Operations. The Office of International Operations will coordinate performance evaluations, tour renewal agreements, and placement of returning employees approximately 6 months in advance of the employee's expected departure with the applicable sponsoring office, employee's previous organization, and other OPAB members, if needed.

New positions must be approved for diplomatic status by DOS's Chief of Mission (COM) of the applicable embassy. This is done by the Office of International Operations via the National Security Decision Directive form NSDD-38.

Predeployment.

a. Training. In preparation for an assignment overseas, employees are expected to participate in DOE's Overseas Corps Training Program, which includes a required Basic Certification Training component. DOE employees under Chief of Mission (COM) authority are required to complete the course *Serving Abroad for Families and Employees* (S.A.F.E., also known as the *Security Overseas Seminar*). In addition, those traveling to Iraq, Afghanistan, Pakistan, Yemen, certain parts of Mexico, and Sudan are required to complete the *Diplomatic Security, Foreign Affairs Counter Threat* (FACT) course. Employees must complete these courses before they will be cleared in DOE's Foreign Travel Management System and receive their passport and visa(s). For complete information on all the training for this program, see the Overseas Corps Training Manual available at. http://energy.gov/hc/policy-and-guidance/employment-and-staffing/overseas-assignments. (Note: Predeployment training and other means of preparation, such as TDY assignments and program office and lab briefings, are currently under review and are likely to change in the near future,)

b. Status.

Current DOE employee. The losing organization should make the employee available for training and processing to the maximum extent possible, particularly if the employee will be promoted in the new position, as it will be more cost effective to have the employee complete their predeployment requirements before the promotion and the employee will continue to get locality pay. Ideally, the employee is not released from the losing organization until at least the employee has secured his/her medical and security clearances since those are conditions of employment (and avoids possible adverse actions if those aren't obtained after being assigned to the new position). Should significant conflicts arise, e.g., the losing organization needs to fill behind the employee as soon as possible when the selection process has been completed, then the employee should be assigned to the overseas position in the gaining organization, in which case the employee will get post allowance instead of locality pay and will be placed in a TDY status at that time.

Most employees are already in the DC area, so there are no travel costs for them. However, if an employee's losing organization is outside the DC area, then the gaining organization must pay the travel costs and per diem even if the employee remains on the roles of the losing organization during the predeployment period. When an employee is assigned to the new position in the gaining organization, the travel costs include the cost to relocate the employee overseas as well as the TDY costs while in DC enroute to the overseas location. The TDY costs are per diem and a Foreign Transfer Allowance (FTA) that covers temporary quarters while in the US enroute to their permanent location.

Federal employee who is transferring to DOE. The employee should not be transferred until their medical and security clearances have been obtained, but, at a minimum, must be completed and submitted before the EOD date. The transfer action will be into the overseas position so the employee

will not be receiving locality pay and will be in a TDY status while completing their training requirements, visa/passport processing, program briefings, etc.

New hire. Employees must have completed and submitted their paperwork for their medical and security clearances before they EOD and should be cleared before deployment. Employees should also complete and submit their travel and transportation and visa/passport paperwork before their EOD date. Once on board, the employee is assigned to the overseas position without locality pay and put on TDY in DC while completing their training requirements, visa/passport processing, program briefings, etc. Employees should be hired in the U.S. or U.S. territory whenever possible to ensure that they are eligible for round-trip travel and transportation allowances and to minimize the time it takes to complete the security clearance process. Employees hired while overseas may not be eligible for those allowances at the end of their tours and will take much longer to complete the security clearance process.

Notes:

a. Per DOS, an employee who does not have a Q or Top Secret security clearance/access authorization may not be able to be assigned to the overseas position for which recruited (currently, this only affects China). Instead, with at least an NACI clearance the employee may be assigned to a comparable position in the sponsoring program office and placed on TDY to the post in order to get access to an embassy. Once the Q clearance/access authorization is secured, the employee is assigned to the position, but must leave and reenter the country once the country clearance is provided by the COM.

b. Per DOD, employees stationed in Germany are regarded as dually employed with DOE and DOD under the Status of Forces Agreement to facilitate relocating in that country.

Status while Overseas. Employees stationed overseas and their dependents are afforded certain diplomatic privileges based on their specific status in the country assigned. Possession of a diplomatic passport alone does not afford an employee and his or her dependents any privileges or immunity, particularly in countries that they may travel on personal leave or official TDY.

Employees must obtain a diplomatic passport and a visa for themselves and any dependent(s) that accompany them for each country in which they will be traveling on official business. Diplomatic passports are available through the DOE Office of International Travel and Exchange Visitors Program, Office of Management at DOE expense and they must be returned to that office upon completion of a tour. Diplomatic passports and the visas for the country to which assigned must be secured before final travel authorizations will be provided. Additional visas for diplomatic passports for countries other than the one in which the employee will reside may be obtained at DOE expense through the closest DOS passport office overseas. Employees are required to maintain eligibility for a diplomatic passport and visa(s) during the entire tour of duty. In the event that a diplomatic passport is lost or stolen while overseas, the employee must notify the Office of International Travel and Exchange Visitors Program promptly.

A diplomatic passport may not be used for personal travel while overseas. Instead, employees must obtain a regular passport at their own expense. The DOE Office of International Travel and Exchange Visitors Program will assist in securing regular passports.

Service Agreement. Employees are required to sign a service agreement (see the sample at Appendix H) for their tour. The agreement describes the assigned position, location, and length of tour; promotion and return rights; pay, travel and transportation, quarters (housing), and education allowances that are authorized; leave

entitlements; medical program and health insurance coverage; and security clearance/access authorization requirements.

Length of Tour. The normal tour for a permanent position is 3 years overseas, exclusive of time spent in a predeployment status and any home leave used after 2 years. The exceptions are:

a. positions in countries where danger pay applies, in which case the normal tour is 1 year with the possibility of a 1-year extension (note: home leave is earned, but not available for use unless the employee is returning or expected to return to another overseas assignment for at least 1 year aftea r 2-year tour); and

b. when management determines that a tour should be extended beyond the maximum length or terminated early.

The minimum tour is 1 year in order to satisfy the requirements of the Federal Travel Regulations (FTR), unless it is in the best interest of the Government to terminate an assignment prior to that time frame. The maximum length of tour will be 3 years, unless:

a. an employee was already overseas for longer than that at the time of the issuance of DOE O 313.1, dated 11-19-09. There is one employee in Vienna and one at AFRICOM who are covered by this exception. When those employee return to the U.S., this "grandfathered" provision will be eliminated unless there is an MOU and/or MOA that was in effect prior to 11-19-09 that could provide for an exception with OPAB concurrence.

b. an employee's 3-year tour is extended after the initial 2-year period or after the 3rd year. This exception is intended to address short-term situations such as mission requirements that cannot be put off until an employee returns from their home leave after 2 years; inadequate well-qualified candidates, in which case a position must be readvertised resulting in the delay of a replacement; a replacement not securing their security clearance in a timely manner; the need to provide an overlap with a replacement to ensure continuity of operations; or to coordinate the relocation with a spouse who is also serving at the same location.

c. an employee is selected for or reassigned to another position at the same or different overseas office that will result in 2 consecutive overseas tours for a maximum of 6 years overseas, exclusive of home leave. Selection for a position in the same office is normally for a promotion, such as the Office Director position.

In the very unusual event that there is a need to extend an employee beyond the maximum 6 years, a request from the Head of a Departmental element or the Departmental element's OPAB member on behalf of the Head of a Departmental element must be submitted through the OPAB to the Office of Secretary for approval, subject to the OPAB's concurrence. Normally, the Deputy Secretary will be the deciding official.

To ensure that an employee's travel and transportation associated with home leave is paid by DOE for a 3-year tour, the initial service agreement will specify that the tour is for 2 years beginning on the date of arrival in country and that the employee may be extended for 1 year following any home leave that may be taken after eligible (see the section on Leave in this Chapter). If extended, the employee will be required to sign an extension, which is referred to in the FTR as a Tour Renewal Agreement (see the sample at Appendix N).

Promotion and Return Rights. The service agreement will indicate whether or not the position to which assigned has known growth potential. The Office of International Operations will initially coordinate placement of a returning employee with the sponsoring program office and, if different, the employee's previous organization. If suitable placement cannot be achieved, then International Operations will coordinate with other OPAB members to secure an appropriate position to effectively utilize the employee's competencies. All organizations should recognize the need to build on the acquired competencies as an Energy Adviser. Placement efforts should begin about 6 months prior to the date that the employee is due to return.

Pay and Pay Allowances. Pay is based on the basic General Schedule without any locality pay while overseas. The applicable allowance(s) are then added to the basic schedule, but is(are) not included in an employee's "high 3" years for calculating a retirement annuity. The eligibility for a pay allowance is determined by the servicing human resources staff based on the DSSR and is confirmed with an SF-50. The effective start and termination dates are determined based on the criteria in the DSSR; normally, an allowance begins on the date of arrival in the country and ends upon departure. The DOE payroll service provider will monitor any DOS change to Section 920 of the DSSR (see http://www.state.gov/m/a/als/), recalculate entitlement amounts, and initiate action to reimburse the employee retroactively if necessary.

a. COLA (Post) Allowance. This is a cost of living allowance to offset the difference between the cost of living at the overseas post of assignment and the cost of living in the Washington, DC, area. It is expressed as a percentage of spendable income, based on the size of the employee's family, non-taxable, and included in an employee's biweekly paycheck. The allowance at the time the service agreement is signed is specified in the agreement, but is subject to change at any time thereafter and often does. This volatility is unfortunate because the post allowance percentage determines the earning rate for home leave, so it is subject to change as well. Approximately two-thirds of the posts in DOS foreign areas do not receive a post allowance. Post allowance begins on the date of arrival at post unless the employee is receiving a temporary quarters subsistence allowance (TQSA). It ends on the 31st consecutive day out of the country if not on leave. If on leave, it ends the date of departure if travel per diem is authorized.

b. Post (Hardship) Differential. This is a recruitment and/or retention incentive for locations where unusual hardship conditions exist. It is expressed as a percentage of basic pay, is included in an employee's biweekly paycheck, and is taxable. It begins on the date of arrival at the post and ends on the date of departure for travel.

c. Difficult to Staff Incentive Differential or Service Need Differential. The latter terminology is commonly used at DOS, while the former terminology is the title to chapter 1000 of the DSSR. This incentive is a supplemental post differential based on 5 U.S.C. 5925(b) (which doesn't specify a title for this hardship differential) for an assignment to a post that is determined to have especially adverse conditions of environment which warrant additional pay as a recruitment and/or retention incentive. To date, this incentive has not been used for DOE positions. If used, DOE is required to maintain a list of Difficult to Staff Incentive Differential designations, i.e., by position, occupation, or post.

d. Advance in Pay. An employee may request in writing, through his/her servicing human resources staff to the DOE payroll staff, that up to 3 months of pay be advanced at the time of transfer to a foreign duty location to purchase items that are necessary, but may not be readily available, at that location. Per 5 CFR Subpart B, an advance in pay creates an indebtedness which must be repaid. Employees will have 7 pay periods to repay the amount that they would normally receive for one pay period, but may pay it off earlier.

The service agreement specifies whether local income tax will be deducted for a particular country. The income tax status of overseas allowances and benefits is explained in the Internal Revenue Service Publication 516 –

Tax Information for U.S. Government Civilian Employee Stationed Abroad. The legal residence declared in the service agreement will be used to determine any State income taxes. DOE will reimburse any Federal, State, or local income tax liability incurred as a result of expenses paid by DOE that are associated with a move, but not for income tax liability resulting from pay and pay allowances.

Travel and Transportation Allowances. Travel and transportation costs for an employee and his/her eligible family member(s) to and from the overseas location will be paid by DOE in accordance with the FTR, DSSR, , and DOE O 552.1, TRAVEL POLICY AND PROCEDURES and DOE M 552.1-1, U.S. DEPARTMENT OF ENERGY TRAVEL MANUAL, with the understanding that the employee will remain in Federal service overseas for a period of at least 1 year from the date that the employee arrives in the overseas location to which assigned. Employees must complete the PCS Information Sheet available and, if applicable, the Employee Application Request for Relocation Services at http://www.cfo.doe.gov/cf11/aod/travel.html, along with initiating the applicable travel authorization documents (see Appendix A), to begin the process for getting travel and transportation costs approved by the applicable management officials, including program, financial, travel, and transportation staffs.

Employees are authorized to take their eligible family member(s) (see the definition of family at paragraph m of Section 040 of the DSSR) at DOE expense if they choose to do so to countries that DOS has authorized accompanied travel. To determine whether a parent satisfies the 51% dependency requirement in Section 040 of the DSSR, employees must provide either:

a. a copy of their previous year's tax return that reflects that the parent is a qualified dependent, or

b. a completed Worksheet for Determining Support that is in the IRS Publication 501, or comparable document.

Those family members who are authorized to accompany the employee must be specified on the DOE PCS Information Sheet. The number of authorized family members is recorded in the Dependent(s) section of the service agreement.

Employees will be authorized full travel and quarters (housing) allowances for their family members, along with an education allowance and/or travel expense to and from the overseas location for college, if applicable, or will be authorized a separate maintenance allowance if they choose to leave them in the United States, even if they are not medically eligible to accompany the employee. Employees are responsible for the conduct of their family member(s) while overseas. If one or more dependents need to return to the United States before the employee is authorized to do so, the employee will be responsible for that cost, unless the travel is authorized for education travel.

The amount of return expenses will be the amount that it costs to return the employee and his/her family to the residence/home of record specified in the service agreement, whether or not the employee actually returns to that location, or, if applicable, the cost to relocate the employee and his/her family to another overseas location.

Employees are authorized the maximum amount of the allowances for which eligible. Depending on the employee's situation, travel and transportation allowances may include the following:

a. travel by a contract carrier(s), i.e., a U.S. airline(s) from the employee's residence at the time of the move to and from the overseas location to which assigned; family members do not have to travel with the employee.

b. per diem while enroute to and from the overseas location.

c. temporary quarters (lodging) subsistence up to 90 days upon arriving at the overseas location and up to 30 days preceding departure to return from that location.

d. shipment of household goods to and from the overseas location and temporary storage of goods at the overseas location and upon return to the U.S. up to 60 days until quarters or the employee's residence is available; if household furnishings are provided at DOE expense, an employee will be limited to no more than the weight limit available to DOS employees.

e. non-temporary storage of household goods (HHG) for the entire period that the employee is assigned overseas when the weight of the HHG shipped is less than 18,000 pounds (18,000 pounds is the maximum combined weight for goods shipped and stored; excess baggage carried on a plane may be claimed as a miscellaneous expense, which is limited to $500 for one traveler or $1,000 for a married couple).

f. shipment of one privately owned vehicle (POV) to and/or from the overseas location.

g. property management services for the rental of the employee's existing residence, in accordance with DOE-302-15.5 of DOE M 552.1-1, which terminates at the expiration of the service agreement.

h. one round trip travel to and from the United States for an eligible family member(s) to attend high school (in lieu of an education allowance, which is described below) or an undergraduate college or university annually.

i. periodic travel to and from a kindergarten, elementary, or secondary school located overseas.

j. reimbursement for those miscellaneous expenses specified in FTR Chapter 302-3.1(b) that are associated with discontinuing residence at one location and establishing residence at a new location; the amount of this benefit depends on whether family members accompany the employee.

k. pre-departure subsistence expense for the employee and family member(s), not to exceed 10 days, prior to departure from the United States.

l. a home service transfer allowance (see section 250 of the DSSR) as follows:

1. a lump sum miscellaneous expense portion to assist with certain extraordinary expenses, i.e., disconnecting and connecting appliances, cutting and fitting rugs and draperies moved from one residence to another, and automobile registration;

2. an actual subsistence expense portion designed to help offset costs of meals, laundry and dry cleaning of clothes, and lodging while staying in temporary quarters (lodging); and

3. a lease penalty expense portion to assist employees receiving the living quarters (lodging) allowance to help offset the expense of unavoidable lease penalties for early termination of a lease due to a transfer required by DOE

that are not otherwise compensated for when the employee returns to the United States which, if authorized, will be in 30-day increments, up to 60 consecutive days (an additional 60 days may be authorized when the program office determines that there is a compelling reason to continue this allowance); in order to receive this allowance, the employee must provide justification for this

allowance and sign a separate certification (also referred to as a service agreement in section 252.5(b) of the DSSR) that the employee will continue to be employed in the Federal Government for at least 12 months in the United States or other non-foreign area; an employee is not eligible for this allowance if he/she will be retiring upon returning to the United States; (note: DOE does not provide a lump sum wardrobe expense portion).

Shipment of consumables is not authorized for DOE employees under the FTR. A consumable allowance is only available to Foreign Service employees.

Quarters Allowances. Whenever free Government housing is not available, a living quarters allowance (LQA) may be authorized. DOS determines whether a post is either a Government quarters or LQA post. If a Government quarters post, DOS usually arranges for housing, but DOE may provide housing at its expense, such as by renting an apartment directly. The maximum LQA is determined by the following factors:

a. the average costs for rent, heat, light, fuel, gas, electricity, and water for the respective post which are surveyed at least annually and, thus, subject to change;

b. the employee's grade level; and

c. the size of the employee's family.

For those posts not designated as LQA posts and Government housing is not readily available, DOE will cover the same costs that the LQA covers. Housing in overseas locations does not necessarily provide all of the amenities found in the United States. Thus, employees should ship only necessary items or purchase them after seeing the accommodations. Furnishings are considered a personal expense and are not covered by DOE. DOE only participates in the DOS or DOD furniture pool when the post is considered to be a "furnished" post.

Housing should be secured through the DOS or DOD Housing Officer at the post prior to a move whenever possible to avoid unnecessary costs and inconveniences.

Education Allowances. Education allowances (see sections 274 and 920 of the DSSR) for grades K*- 12 are granted only for those posts where the cost of adequate schooling is in excess of the cost that would otherwise be incurred for a dependent in a public school in the United States. If adequate schools are available at the post, no higher allowance is established for attendance at a school located away from the post. At DOE overseas locations, DOS has negotiated the tuition with selected schools. As long as an employee uses the selected schools, DOS pays and charges DOE. If the employee chooses to send his/her children to an alternative school(s), DOE will reimburse the employee up to the amount provided by DOS for that post.

* Kindergarten, except for a special needs child, means a one school-year program similar to a public school program in the United States, i.e., immediately preceding first grade, but does not include the nursery school level. Authorizing officials must ascertain that 4-year old children attending kindergarten overseas will be eligible to enter first grade the next year.

Leave and Absence.

a. Annual Leave. Non-SES employees are entitled to carry over a maximum amount of 360 hours (45 days) per year, per 5 U.S.C. 6304(b). SES employees are entitled to carry over up to 720 hours (90 days), per 5 CFR 630.301(a). If approved, annual leave may be used in conjunction with a consultation trip, home leave, or official or personal trip to another location (note: paragraph 4a(4) of DOE O 551.1 does not apply, as the 2-day limit is for travel from the U.S. to an overseas location).

b. Home Leave. Employees are also eligible to earn home leave, per 5 CFR 630, Subpart F. Home leave begins to accrue on the date that an employee arrives at the foreign duty location, but the employee is not eligible to use it until he/she has completed 24 months of continuous service overseas and is expected to be returning overseas for at least 12 months after it has been used. When home leave is used and the employee does not return to an overseas assignment, an indebtedness is created. Home leave must be approved by the employee's supervisor and may be used in conjunction with annual leave. Home leave is maintained separately from other leave balances. A home leave account is established via an SF-52/50 with a NOAC 944. The ATAAPS code for home leave is LK.

5 CFR 630.604 establishes the number of days earned per year based on the "foreign or territorial (but not a tropical) differential" for each post. OPM agrees that the "differential" means "post allowance" not "post differential."

c. Local Holidays. DOE has adopted DOS' practices at 3 FAM 3464 and 3 FAH-1 H-3462 3170 (see http://www.state.gov/m/a/dir/regs/index.htm), which are based on Comptroller General decisions. Excused absence is granted when a post is closed by administrative order on local holidays or when work cannot be performed. Employees are not entitled to holiday or overtime pay if work is performed on those days when they are not Federal holidays.

Medical Program. DOE employees under DOS/Chief of Mission authority are eligible for DOS's medical program (see DOS's Foreign Affairs Manual (FAM), Volume 16 – Medical Program, Section 122.1 at http://www.state.gov/m/a/dir/regs/index.htm). DOE employees and their dependents must be cleared, i.e., they must pass the appropriate level of medical clearance, for their assigned locations by DOS's Office of Medical Services every 2 years in order to be eligible for DOS's medical program and to ensure that the Government does not incur unnecessary medical expenses. DOE employees under DOD authority are eligible to utilize the designated DOD medical facility(ies) in the area.

All initial medical clearance processing for DOS is to be done through the selectee's local medical support staff which will coordinate the clearance process with DOS's Office of Medical Services (per DOE O 341.1) using DOS's form DS-3069, AUTHORIZATION FOR MEDICAL EXAMINATION (see Appendix I; note that only pages 1 and 5 are needed, as pages 2-4 are for DOS employees only) and MEDICAL HISTORY AND EXAMINATION FOR FOREIGN SERVICE (there are 2 forms: DS-1843 for persons 12 years and over and DS-1622 for 11 years and under; see http://www.state.gov/documents/organization/79977.pdf for DS-1843 and http://www.state.gov/documents/organization/79971.pdf for DS-1622), and if the local medical support staff is the Federal Occupational Health (FOH), then FOH 's form AUTHORIZATION FOR DISCLOSURE OF INFORMATION. The time frame to obtain an initial clearance depends on whether dependents will be accompanying the employee and if there are any medical concerns that may pose a problem while overseas, particularly for getting the level of medical service that might be needed. Subsequent medical clearances may be processed through the local DOS medical staff overseas. Medical clearances for DOD may be done through the nearest DOD medical facility or DOS.

Once selected, an employee should schedule an appointment with his/her local medical support staff as soon as possible. The medical support staff will advise on health issues at the overseas location, schedule an examination, may administer some or all of the immunizations that will be required based on the overseas location, and discuss medical insurance coverage (see the next section on Health Insurance).

Should any dependent not be cleared, then the employee will be responsible for that family member's medical expenses should he/she choose to have that member accompany him/her. A separate maintenance allowance will be authorized if a dependent is not medically cleared.

The DOS medical program includes prepaid routine health care services provided by local DOS medical facilities overseas, hospitalization, and any subsequent care by a local practitioner following hospitalization, and medical evacuation services. Costs for such services are paid by DOE through the ICASS (formerly DOE had a Memorandum of Understanding with DOS) at no cost to employees. The services available at local DOS medical clinics vary among locations. Generally, the American trained staffs will provide treatment for minor ailments. Beyond that, the medical staff will provide referrals to an appropriate physician or hospital in the area. Any care other than that provided by the DOS medical staff, including routine dental care, that the employee or his/her dependent(s) needs, is an employee expense. Thus, employees will pay for the non-DOS care and file a claim to his/her health insurer to get reimbursed.

Any questions or concerns regarding whether or not an expense is covered by the DOS Medical Program while overseas, should be addressed with the local DOS medical support staff first.

Health Insurance. Employees must be covered by an insurance plan that reimburses (indemnifies) them for medical costs incurred while overseas, as opposed to an HMO plan which does not provide coverage overseas. This is because DOE has to reimburse DOS for any hospitalization and then bills the employee after DOE makes the payment. Thus, employees reimburse DOE for those payments. Employees may change their existing health plans through their servicing human resources offices up to 31 days prior to going overseas. DOE employees are eligible for a unique health plan for overseas assignments that is available through the Federal Employees Health Benefits (FEHB) Program by the American Foreign Service Protective Association (AFSPA) (for more information on this benefit and others offered by the AFSPA, see http://www.afspa.org/).

Security Clearance/Access Authorization. Employees are required to maintain a Q-level security clearance/access authorization while overseas.

Documentation. See the Checklists at Appendix A, the forms at Appendix B, the Service Agreement for a Permanent Overseas Position at Appendix H, the Authorization for Medical Examination (DS-3069) form at Appendix I, and the Tour Renewal Agreement at Appendix N. The use and processing of these documents are described in the applicable sections of this chapter. Also, all travelers to overseas locations must complete DOE F 551.1, Request for Approval of Foreign Travel, and be documented in the DOE Foreign Travel Management System (FTMS) database.

Chapter 4 – Local Hires

Background. Applicants who reside overseas, both U.S. citizens, including eligible family members (EFM) who have accompanied their spouses or parents overseas, and foreign nationals (FN or FSN, who may be family members), may be hired under various authorities. When employed, this group is referred to as the locally employed staff (LES).

Hiring Authorities. U.S. citizens may be hired non-competitively under 5 CFR 8.2 and 301 on overseas limited appointments. Part 030 of the DSSR addresses eligibility for allowances for U.S. citizens who have been hired while overseas.

LESs may be hired non-competitively under 5 CFR 8.3 using excepted service appointments; however, DOE is not eligible for foreign service appointments. LESs may also be hired using personal services agreements (PSAs), which are established under DOS authority. DOE has a Memorandum of Agreement (MOA) with DOS (see Appendix J) to utilize the PSA authority. For more information on how DOS administers the PSA authority, see Department of State Foreign Affairs Manual, Volume 3 (3 FAM) - Personnel, Chapter 7260, Employment By Personal Services Contract of Foreign Nationals (Host or Thirds Country) and 8000, Overseas Employment Program, *et al* which are available at http://www.state.gov/m/a/dir/regs/fam/.

Currently, DOE has LESs located in the following locations: Baku, Azerbaijan; Sofia, Bulgaria; Beijing, China; Paris, France; New Delhi, India; Tbilisi, Georgia; Tokyo, Japan; Astana, Kazakhstan; Moscow, St Petersburg, and Yekaterinburg, Russia; and Kiev, Ukraine.(update needed?)

Awards Program. DOE has established a special awards program that applies to the LES that are hired under any authority. It is available at http://energy.gov/sites/prod/files/FSN-of-the-Year-Award.pdf. In addition, DOE participates in a DOS awards program for LESs. The purpose of the DOS awards program is to provide consistency among agencies under a Chief of Missions. DOE Office Directors should ensure that proposed awards are consistent with their program office awards program before submitting them to the Chief of Missions for concurrence. For more information on the DOS awards program, see the 3 FAM 4800, Department Awards Program *et al* and Foreign Affairs Handbook Volume 3 (3 FAH) 1 H-4000, Employee Relations, *et al* and 2 H-138, Incentive Awards, which are available at the DOS web site in the previous paragraph.

Local Holidays. DOE has adopted DOS' practices at 3 FAM 3464 and 3 FAH-1 H-34623170 (see http://foia.state.gov/REGS/Search.asp), which are based on Comptroller General decisions. Excused absence is granted when a post is closed by administrative order on local holidays or when work cannot be performed. LESs are not entitled to holiday or overtime pay if work is performed on those days when they are not Federal holidays.

Documentation and Processing. All local hiring is done by DOS's local human resources staffs. DOE Office Directors must first get approval from their respective Headquarters program office to hire. Program offices must then submit a request to the Overseas Presence Advisory Board via the Office of International Operations for approval. Once approval is obtained, then the approval should be provided the local DOS human resources staff which will advise the Office Director on the documentation needed, depending on the appointment authority that will be used, and the processing activities.

Chapter 5 – Cost-Free Experts

Background. Cost-free experts (CFEs) are DOE employees who are provided at no or only partial cost to the International Atomic Energy Agency (IAEA) to perform specific tasks for a limited duration. CFEs are usually DOE contractor employees, but occasionally are Federal employees. There are 3 types of arrangements that the IAEA uses for CFEs.

1. Type A – This is a temporary assignment in which a DOE employee is appointed as a staff member of IAEA. DOE reimburses IAEA for all costs except travel costs for official IAEA business, which are paid by IAEA. This arrangement should be treated as a transfer to an international organization.

2. Type B – This is a non-reimbursable temporary assignment except that any travel costs for official IAEA business are paid directly by the IAEA. This is the most common arrangement. This arrangement should be treated as a detail to an international organization.

3. Type C – This is a cost-sharing situation which is mutually agreed upon by DOE and IAEA. How this arrangement should be treated should be determined on a case-by-case basis, but most likely as a detail.

A copy of IAEA's internal policy and procedures information on CFEs is available at Appendix K. A sample Special Service Agreement for Type B and C arrangements is available at Appendix L. To understand these documents, "the Agency" means the IAEA, "donor" means DOE, and "Subscriber" means the DOE employee.

Documentation. See the checklist at Appendix A for processing transfers and details.

Notes:

Although CFEs are normally NNSA employees or contractors, the Office of International Cooperative Activities, Office of Policy and International Affairs, coordinates the recruitment for and placement from international organizations within DOE; however, only Federal employees have re-employment rights.

The Office of the Chief Human Capital Officer, Executive Resources Division, provides an annual report on all Federal employees who have been detailed or transferred to an international organization to the Department of State.

APPENDIX A

Checklist for Overseas Assignments
By Type of Assignment

1. Job-Related Trip
   a. Documentation of action – an SF-52 for danger pay and post differential, if applicable; document the time in a country using a compensatory time for travel worksheet
   b. Travel & transportation allowances –
      - a DOE F 1510.1A, Travel Authorization (TA) showing per diem and DOE F 1510.9, Request and Authorization for Official Travel
      - Foreign approval, i.e., the DOS cable showing that the country clearance has been approved and the trip summary report that shows that the Departmental element has approved the trip.
   c. Compensation –
      - current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
      - danger pay for war environments; percentage of base pay; effective after 4 hours in a country
      - post differential, if approved; this is a recruitment/retention incentive for hardship locations expressed as a percentage of base pay normally effective on the 43rd day
   d. Security/access authorization and country clearances –
      - maintain current security clearance/access authorization
      - enter in the Foreign Travel Management System (FTMS) within 30 calendar days of departure date or 45 days of departure date if travel is to a sensitive country or involves a sensitive subject
      - clearance from US Embassy(ies) in the country(ies) to be visited
      - passport and visa(s) for applicable country(ies)
   e. Medical clearance, insurance, and evacuation (assumes less than 60-day trip) -
      - local DOE medical support staff clears
      - employee may change to a non-HMO health insurance plan
      - DOE element is responsible for medical evacuation costs
   f. Training (assumes more than 30-day trip) -
      - *Serving Abroad for Families and Employees* (S.A.F.E., also known as the *Security Overseas Seminar*) course
      - *Diplomatic Security, Foreign Affairs Counter Threat* (FACT) course

2. Reassignment, Promotion, or Term Appointment for a Permanent DOE Position
   a. Documentation of action –
      - an SF-52 and PD (an SF-52 is needed for pay incentives, including changes when an employee is no longer eligible when they leave a country)
      - a DOE service agreement 2 years from the date of arrival in country for employees with permanent appointments, but up to 3 years with term appointments
      - if establishing a new position, National Security Decision Directive, NSDD-38, sent to State Department
   b. Travel & transportation allowances –
      - a DOE F 1510.1A, Travel Authorization (TA) showing per diem; DOE F 1510.9, Request and Authorization for Official Travel; and DOE F 4200.33, Procurement Request
      - Foreign approval, i.e., the DOS cable showing that the country clearance has been approved and the trip summary report that shows that the Departmental element has approved the trip.

- the PCS Information Sheet at http://www.cfo.doe.gov/cf11/aod/travel.html for a PCS; dependents are authorized
- attachment to a DOE service agreement; includes movement or storage of household goods
- housing or quarters allowance provided
- education allowance or travel authorized

c. Compensation –
- base pay (no locality pay)
- danger pay for war environments effective after 4 hours in a country (NOAC 946)
- COLA (post) allowance – this is a cost of living allowance expressed as a flat annual rate based on base pay and family size; it's effective upon arrival at post or, if receiving a temporary quarters subsistence allowance (TQSA), after the TQSA ends (NOAC 941; add code for family size in CHRIS)
- post (hardship) differential - this is a recruitment/retention incentive for hardship locations expressed as a percentage of base pay; it's effective upon arrival at post (NOAC 943)
- annual leave accumulation increases to 45 days (360 hours) for carrying forward to a subsequent leave year for non-SES employees, 90 days (720 hours) for SES'
- home leave following 24 months overseas; must be returning overseas for at least 12 months to use it (initiate a NOAC 944 action when initially assigned to establish the leave account)

d. Security/access authorization and country clearances –
- Q-level required, but post may allow an NACI on a TDY basis until the Q is granted
- a DOE F 551.1, Request for Approval of Foreign Travel; enter in the Foreign Travel Management System (FTMS)
- clearance from US Embassy in the country to be visited
- passport and visa for applicable country

e. Medical Clearance, Insurance, and Evacuation -
- State Department medical staff clears following processing by local DOE medical support staff or, for a DOD assignment, DOS or a local DOD medical staff will clear
- employee needs a non-HMO insurance plan
- State Department handles medevac arrangements

f. Training -
- *Serving Abroad for Families and Employees* (S.A.F.E., also known as the *Security Overseas Seminar*) course
- *Diplomatic Security, Foreign Affairs Counter Threat* (FACT) course

3. <u>Detail (when the employee remains on DOE roles), Temporary Change of Station (TCS), and Temporary or Term Appointment for a Nonpermanent Position</u>

a. Documentation of action –
- an SF-52 if over 30 days and a statement of work (SF-50 if the detail will last at least 120 days); an SF-52 for pay incentives and changes; termporary appointments are up to 1 year; term appointments are up to 4 yearsa DOE service agreement

b. Travel and transportation allowances –
- a DOE F 1510.1A, TA; per diem if not a TCS
- Foreign approval, i.e., the DOS cable showing that the country clearance has been approved and the trip summary report that shows that the Departmental element has approved the trip.
- attachment to a DOE service agreement if a TCS (when the duration is 6-30 months) if more cost effective than per diem
- the forms at Appendix B for a TCS

c. Compensation –
- if a detail: current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
- if a TCS or nonpermanent position: COLA and post differential allowances are the same as a permanent position (see paragraph 2c)
- if a detail: danger pay, if applicable, after 4 hours in country; post differential, if applicable, effective on the 43rd day unless a combat zone, in which case it's effective on the 1st day in country (NOAC 946)

d. Security/access authorization and country clearances –
- security clearance/access authorization level depends on assignment, normally a Q; post may allow an NACI on TDY
- entered in the Foreign Travel Management System (FTMS
- clearance from US Embassy(ies) in the country(ies) to be visited
- passport and visa(s) for applicable country(ies)

e. Medical clearance, insurance, and evacuation -
- if less than 60 days, local DOE medical support staff clears
- if 60 days or longer, State Department medical staff clears following processing by local DOE medical support staff if under Chief of Mission/DOS authority; DOS or DOD if under DOD authority
- employee may change health insurance plan
- DOE element is responsible for medical evacuation costs

f. Training (assumes more than 30-day trip) -
- *Serving Abroad for Families and Employees* (S.A.F.E., also known as the *Security Overseas Seminar*) course

Diplomatic Security, Foreign Affairs Counter Threat (FACT) course

4. Detail to Another Agency

a. Documentation of action –
- an SF-52 if over 30 days (SF-50 if the detail will last at least 120 days); an SF-52 for pay incentives and changes
- an Interagency Agreement

b. Travel and transportation allowances – gaining organization provides TA showing per diem
- Foreign approval, i.e., the DOS cable showing that the country clearance has been approved and the trip summary report that shows that the Departmental element has approved the trip.

c. Compensation – current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable; post differential (NOAC 943) and/or danger pay (NOAC 946), if applicable

d. Security/access authorization and country clearances –
- gaining organization determines
- DOE may process passport and visa(s)

e. Medical clearance, insurance, and evacuation -
- gaining agency should process and clear with State Department, if applicable, unless to DOD in which case DOS or DOD clears
- employee may select a non-HMO plan
- gaining agency is responsible for medevac arrangements

5. Transfer to an International Organization

   a. Documentation of action –
      - an SF-52 (NOAC 352 Termination – Appt in (organization)); list retained benefits in the Remarks (see Table 31-13,Rule 11, Authorization Code PZM in the Guide to Processing Personnel Actions)
      - a DOE Letter of Consent needed for re-employment benefit
      - either a DOE service agreement or employee transfer letter which specifies re-employment and retained benefit rights

   b. Travel and transportation allowances – gaining organization provides

   c. Compensation – gaining organization provides

   d. Security/access authorization and country clearances – gaining organization determines

   e. Medical clearance, insurance, and evacuation - gaining organization determines

6. Cost-Free Expert - Treat as either a detail or transfer to an international organization depending on whether the employee will be appointed as a staff member of the gaining organization (transfer) or DOE will pay some or all of the costs except official travel and employee will remain on DOE roles (detail).

Checklist for Overseas Assignments
By Topic

1. Type of Assignment -
   a. Job-related trip
   b. Reassignment or promotion to a permanent DOE position, including TCS
   c. Detail when the employee remains on DOE roles
   d. Temporary or term appointment for a nonpermanent position
   e. Detail to another agency
   f. Transfer to an international organization
   g. Cost-free expert, treat as either a detail or transfer to an international organization depending on whether the employee will be appointed as a staff member of the gaining organization (transfer) or DOE will pay some or all of the costs except official travel and employee will remain on DOE roles (detail)

2. Documentation of Action –
   a. For a job-related trip: none
   b. For a permanent assignment within DOE
      - an SF-52 and PD; SF-52 for all pay actions
      - a DOE service agreement
      - if establishing a new position, National Security Decision Directive, NSDD-38, sent to State Department if under Chief of Mission/DOS authority
   c. For a detail when the employee remains on DOE roles:
      - an SF-52 if over 30 days and a statement of work; SF-52 for all pay actions
      - a DOE service agreement
   d. For a temporary or term appointment to a nonpermanent position:
      - an SF-52 and PD; SF-52 for all pay actions and to establish a home leave account
      - a DOE service agreement
   e. For a detail to another agency:
      - an SF-52 if over 30 days; SF-52 for all pay actions
      - an Interagency Agreement
   f. For a transfer to an international organization:
      - an SF-52 (NOAC 352 Termination – Appt in (organization)); list retained benefits in the Remarks (see Table 31-13,Rule 11, Authorization Code PZM in the Guide to Processing Personnel Actions)
      - a DOE Letter of Consent needed for re-employment benefit
      - either a DOE service agreement or employee transfer letter which specifies re-employment and retained benefit rights

3. Travel & Transportation Allowances –
   a. For a job-related trip:
      - a DOE F 1510.1A, Travel Authorization (TA) showing per diem
      - Foreign approval, i.e., the DOS cable showing that the country clearance has been approved and the trip summary report that shows that the Departmental element has approved the trip.
   b. For a permanent assignment within DOE or TCS:
      - a DOE F 1510.1A, Travel Authorization (TA) showing per diem; DOE F 1510.9, Request and Authorization for Official Travel; and DOE F 4200.33, Procurement Request
      - Foreign approval, i.e., the DOS cable showing that the country clearance has been approved and the trip summary report that shows that the Departmental element has approved the trip.

- attachment to a DOE service agreement; includes movement or storage of household goods
- the PCS Information Sheet at http://www.cfo.doe.gov/cf11/aod/travel.html for a PCS; dependents are authorized
- housing or quarters allowance provided
- education allowance or travel authorized

c. For a detail when the employee remains on DOE roles:
- a TA; per diem
- Foreign approval, i.e., the DOS cable showing that the country clearance has been approved and the trip summary report that shows that the Departmental element has approved the trip.
- attachment to a DOE service agreement if a TCS (when the duration is 6-30 months) if more cost effective than per diem
- the PCS Information Sheet at http://www.cfo.doe.gov/cf11/aod/travel.html for a TCS

d. For a termporary or term appointment to a nonpermanent position:
- a DOE F 1510.1A, Travel Authorization (TA) showing per diem; DOE F 1510.9, Request and Authorization for Official Travel; and DOE F 4200.33, Procurement Request
- Foreign approval, i.e., the DOS cable showing that the country clearance has been approved and the trip summary report that shows that the Departmental element has approved the trip.
- attachment to a DOE service agreement; includes movement or storage of household goods
- the PCS Information Sheet at http://www.cfo.doe.gov/cf11/aod/travel.html; dependents may be authorized, depending on the length of tour and location
- housing or quarters allowance may be provided
- education allowance or travel authorized, if applicable

e. For a detail to another agency: gaining organization provides TA showing per diem

f. For a transfer to an international organization: gaining organization provides

4. Compensation –

a. For a job-related trip:
- current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
- danger pay for war environments; percentage of base pay
- post differential, if approved; this is a recruitment/retention incentive for hardship locations expressed as a percentage of base pay

b. For a permanent position:
- base pay (no locality pay)
- COLA (post) allowance – this is a cost of living allowance expressed as a flat annual rate based on base pay that is effective on arrival at post or, if receiving a temporary quarters subsistence allowance (TQSA), after the TQSA ends (NOAC 941; add code for family size in CHRIS)
- post (hardship) differential - this is a recruitment/retention incentive for hardship locations expressed as a percentage of base pay; effective on arrival at post (NOAC943)
- danger pay, if applicable (NOAC 946)
- annual leave accumulation increases to 45 days (360 hours) for carrying forward to a subsequent leave year
- home leave following 24 months overseas; must be returning overseas for at least 12 months to use it (initiate a NOAC 944 action when initially assigned to establish the leave account)

c. For a temporary change of duty station (TCS) or term appointment to a nonpermanent position:
- base pay (no locality pay)
- COLA (post) allowance – this is a cost of living allowance expressed as a flat annual rate based on base pay (see paragraph 4b)

- post (hardship) differential - this is a recruitment/retention incentive for hardship locations expressed as a percentage of base pay (see paragraph 4b)
- danger pay, if applicable (NOAC 946)
- annual leave accumulation increases to 45 days (360 hours) for carrying forward to a subsequent leave year
- home leave following 24 months overseas; must be returning overseas for at least 12 months to use it

d. For a detail when the employee remains on DOE roles:
- current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
-
- danger pay, if applicable (NOAC 946)

e. For a detail to another agency: current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable; post differential (NOAC 943) and/or danger pay (NOAC 946), if applicable

f. For a transfer to an international organization: gaining organization provides

5. Security/Access Authorization and Country Clearances

a. For a job-related trip:
- maintain current security clearance/access authorization
- enter in the Foreign Travel Management System (FTMS) within 30 calendar days of departure date or 45 days of departure date if travel is to a sensitive country or involves a sensitive subject
- clearance from US Embassy(ies) in the country(ies) to be visited
- passport and visa(s) for applicable country(ies)

b. For a permanent or nonpermanent position:
- Q-level required; post may allow an NACI on a TDY basis
- enter in the Foreign Travel Management System (FTMS)
- clearance from US Embassy(ies) in the country(ies) to be visited
- passport and visa(s) for applicable country(ies)

c. For a detail when the employee remains on DOE roles:
- security clearance/access authorization level depends on assignment
- entered in the Foreign Travel Management System (FTMS) within 30 calendar days of departure date or 45 days of departure date if travel is to a sensitive country or involves a sensitive subject
- clearance from US Embassy(ies) in the country(ies) to be visited
- passport and visa(s) for applicable country(ies)

d. For a detail to another agency:
- gaining organization determines
- DOE may process passport and visa(s)

e. For a transfer to an international organization: gaining organization determines

6. Medical Clearance, Insurance, and Evacuation -

a. For a job-related trip: (assumes less than 60 days)
- local DOE medical support staff clears
- employee may change to a non-HMO health insurance plan
- DOE element is responsible for medical evacuation costs

b. For a permanent position:

- State Department medical staff clears following processing by local DOE medical support staff if under Chief or Mission/DOS authority; DOS or a local DOD staff clears for DOD
- employee needs a non-HMO insurance plan
- State Department handles medevac arrangements

c. For a detail when the employee remains on DOE roles:
- if less than 60 days, local DOE medical support staff clears
- if 60 days or longer, State Department medical staff clears following processing by local DOE medical support staff
- employee may change health insurance plan
- DOE element is responsible for medical evacuation costs

d. For a detail to another agency:
- gaining agency should process and clear with State Department, if applicable
- employee may select a non-HMO plan
- gaining agency is responsible for medevac arrangements

e. For a transfer to an international organization: gaining organization determines

APPENDIX B

Overseas Assignments by Type of Assignment, Appointment or Action, & Duration

Organization and Type of Position or Assignment	Type of Appointment or Action	Maximum Duration	Reference	Comments
DOE - Permanent Position	Career Condtional (initial appointment), Promotion, Reassignment, or Transfer (from another agency)	6 years*	DOE O 313.1	- *1-2 yrs in countries with danger pay; -*Time is at an overseas location exclusive of time in a predeployment status and home leave taken after 2 years; maximum 3 yrs in any 1 position (2 3-yr tours) - A service agreement between DOE and the employee is required that specifies the duration - Employee gets a COLA (post) allowance in lieu of locality pay
	Term	3 years*	DOE O 313.1 & 5 CFR 316.301	-Minimum duration – more than 1 year -* Limited by DOE O 313.1, otherwise up to 4 years - Used when funding or assignment may be limited; employee will be terminated if appointment is not made permanent -Must be more than 1year for employee to be eligible for benefits - A service agreement is required that specifies the duration - Employee gets a COLA (post) allowance in lieu of locality pay
	Temporary Change of Station (TCS)	30 months	FTR §302-3.406	- Minimum duration – 6 months - A service agreement is required that specifies the duration - Employee gets a COLA (post) allowance in lieu of locality pay

	Detail (TDY)	120 days*	5 U.S.C. 3341(b)(1)	-* Renewable in 120-day increments; no limit - A service agreement is required that specifies the duration - Employee maintains locality pay
DOE –NonPermanent Position	Temporary	1 year*	5 CFR 316.401	-* May be extended up to 1 year - Used when funding or assignment may be limited; employee will be terminated if appointment is not made permanent - A service agreement is required that specifies the duration - Employee gets a COLA (post) allowance in lieu of locality pay - Employee is eligible for health insurance if extended more than 1 year
	Term	4 years*	5 CFR 316.301	-Minimum duration – more than 1 year -*May be extended by OPM - Used when funding or assignment may be limited; employee will be terminated if appointment is not made permanent -Must be greater than 12 months for employee to be eligible for benefits- A service agreement is required that specifies the duration - Employee gets a COLA (post) allowance in lieu of locality pay
	Temporary Change of Station (TCS)	30 months	FTR §302-3.406	- Minimum duration – 6 months - A service agreement is required that specifies the duration - Employee gets a COLA (post) allowance in lieu of locality pay
	Detail (TDY)	120 days*	5 U.S.C. 3341(b)(1	-* Renewable in 120-day increments; no limit - No minimum duration

				- A service agreement is required that specifies the duration - Employees maintains locality pay
Another agency – Detail (TDY)	Detail	120 days*	5 U.S.C. 3341(b)(1	-* Renewable in 120-day increments; no limit -MOU may be used with an MOA or just an Interagency Agreement (IAA) that specifies the duration -A service agreement is also required - Employee maintains locality pay - "Details" to COCOMs are covered by DOE-Permanent Position
International Organization - Detail	Detail	5 years*	5 CFR 352.302(c) & 352.306	-*Requires DOS approval up to 8 yrs - MOA with the IO (usually IEA or IAEA) specifies the duration - A service agreement is required that specifies the duration - Employees maintains locality pay - May be a Cost-Free Expert with IAEA where DOE pays some or all of the costs
International Organization - Transfer	Separation	5 years*	5 CFR 352.302(c)	-*Requires DOS approval up to 8 yrs -Letter of Intent needed to establish employee's re-employment rights - A service agreement or Employee Transfer Letter specifies duration, which is based on the IO's offer letter to the employee - Pay is determined by the IO - May be a Cost-Free Expert with IAEA where DOE may pay some or all of the costs
Another Country – Detail (TDY)	Detail	No limit		- MOU may be used with an MOA that specifies the duration - A service agreement is required that specifies the

				duration - Employee maintains locality pay
	Detail & IPA	2 years*	5 CFR 334.104 & DOE M 321.1-1	-*May be extended for 2 more yrs; max 6 yrs during an employee's career - MOA with country -Intergovernmental Personnel Act (IPA) agreement with an eligible organization -Employee is detailed to the organization, e.g., a DOE lab - Funds from country go to the organization (via DOE program office) to pay employee - A service agreement is required that specifies the duration - Employee maintains locality pay

APPENDIX C

U.S. Department of Energy

Service Agreement for a Temporary Overseas Assignment - Detail

(Revised March 2013)

Introduction

This is an employment agreement between the Department of Energy (DOE) and *(employee name)* (hereinafter referred to as "you" or "your") for the purpose of specifying the conditions under which you will provide services for work while located overseas and DOE will provide certain benefits or entitlements.

Effective Date

The effective date of this agreement is the same as the effective date that you are detailed to this position as reflected on the attached SF-50, Notification of Personnel Action and/or SF-52, Request for Personnel Action.

Assigned Position, Location, and Length of Tour

You are being detailed as _____*(position title)*_____ at *(location)*_____ for a period of up to *(no.)* months beginning with the date of your arrival at that location and ending _____*(date)*_____. If necessary, management may terminate your assignment early with reasonable notice, providing that the circumstances are such that reasonable notice can be provided. You will be on a *(reimbursable/non-reimbursable)* detail funded by _____*(organization)*_____.

Promotions and Rights

This position does not have promotion potential or return rights. Upon completion of your detail, you will remain in your current position of record or a similar position in *(Departmental element to which assigned)*, or successor organization.

Pay and Pay Allowances

Your pay is based on the *(pay plan)* Schedule *with* locality pay. When applicable, the following allowance(s) are added to the basic schedule. Annual adjustments will be determined by the amount of the general increase applicable to all schedules. The following pay allowances are authorized in accordance with Section 920 of the Department of State Standardized Regulations (DSSR) when marked:

NA COLA (Post) Allowance. This is a cost of living allowance to offset the difference between the cost of living at the post assignment in a foreign area and the cost of living in the Washington, D.C. area. It is expressed as a percentage (increase over the Washington, D.C. living index), but is a flat annual rate based on your base pay and the number of persons eligible for the allowance. It is included in your biweekly paycheck. The current allowance for your duty location is ($_____) (__%). The percentage also determines the earning rate for home leave.

___ Post (Hardship) Differential. This is a recruitment and/or retention incentive for locations where unusual hardship conditions exist. It is expressed as a percentage of basic pay, included in your biweekly paycheck, and is subject to income tax. The amount of the differential for your duty location is ___%. It is effective on the 43rd day in the country.

Notwithstanding the rate of differential prescribed for the post, the per annum post differential rate at which payment is made shall be reduced, if necessary, so that the

combined per annum post differential and basic pay authorized for you does not exceed the per annum salary authorized at Executive Schedule Level II (Section 552, DSSR). The post allowance is not subject to an aggregate limitation (5 CFR, Section 530.202).

___ Danger Pay. This is additional compensation for locations in which there exists conditions of civil insurrection, civil war, terrorism, or wartime conditions which threaten physical harm or imminent danger to the health or well-being of an employee in eligible locations for at least four (4) hours each day. It is expressed as a percentage of basic pay, included in your biweekly paycheck, and is subject to income tax. The amount of this incentive for your duty location is ___%.

All other compensation, including the post differential, received during the calendar year may not exceed the basic salary at Executive Level I (5 CFR, Section 530.203). Pay allowances are subject to change periodically. Information is available biweekly. Any change will take effect retroactively to the effective date.

You may request in writing, through your servicing human resources office to the payroll office, up to three months of pay be advanced to you at the time of transfer to your foreign duty location to purchase items which are necessary, but may not be readily available, at the foreign duty location. An advance in pay creates an indebtedness which must be repaid. You will have 7 pay periods to repay the amount that you would normally receive for one pay period, but you may pay it off earlier if you choose to do so.

Local Income Tax

Local income tax will not be deducted for the country to which you are assigned.

Leave

You are entitled to carry over a maximum of ____ hours of annual leave each year. You will *not* earn home leave.

Dependent(s)

You are not authorized to take your family members with you.

Passports and Visa(s)

You are required to obtain 1) a diplomatic passport in accordance with 22 CFR Sec. 51.3 and Sec. 53.1, and 2) a visa for each country that you will be traveling in for official business. Diplomatic passports are available through the Headquarters travel services department at DOE expense and they must be returned to that office upon completion of your tour. Diplomatic passports and the visa for the country in which you will reside must be secured before final authorizations will be provided. Additional visas for diplomatic passports for countries other than the one in which you will reside may be obtained at your expense through the closest Department of State passport office overseas. You are required to maintain your eligibility for your diplomatic passport and visa(s) during the entire period of your tour. In the event that a diplomatic passport is lost or stolen, you must notify the Headquarters travel services department immediately.

Travel and Transportation Allowances

Temporary duty travel (TDY) to and from overseas, as well as while at the overseas post, will be performed under the policies and procedures provided in the FTR and DOE O 552.1A and DOE M 552.1-1A, and you will be paid per diem. Per diem allowances while overseas will be based upon those published by DOS in Section 925 of the DSSR. Thus, your detail is not regarded as a temporary change of duty (TCS) for travel and transportation allowances purposes.

Medical Clearance and Coverage

You are required to be cleared by the Office of Medical Services, DOS in order to be eligible to participate in the DOS' medical program and to ensure that DOE does not incur unnecessary medical expenses.

The DOS medical program includes prepaid health care service provided by local DOS medical facilities, hospitalization and subsequent care by a local practitioner following hospitalization, and medical evacuation services. Costs for such services are paid by DOE. Any other health care, including routine dental care, which you need is at your expense.

As a condition of eligibility for the DOS' medical program, you are required to maintain health insurance coverage for services other than those provided by the local DOS medical facility. When DOE incurs such expenses on your behalf, you will be required to reimburse DOE for the amount that is covered by your insurance plan. The insurance plan that you have chosen is _____*(name)*_____.

Security Clearance

You are required to maintain a __ level clearance/access authorization at your overseas position.

Residence

At the time of the detail for this overseas assignment, your place of residence for determining travel and transportation expenses is _____*(city & state)*_____. Your place of residence for income tax and voting purposes is_____*(city & state)* _____.

Effect of Failure to Fulfill the Terms of this Agreement

In the event that you fail to fulfill the terms of this agreement or any amendment to it, including an extension agreement, money expended by DOE to you or on your behalf, except for appropriate salary and benefits, may be recovered from you as debt, unless the termination of this agreement is due to a reason beyond your control and mutually agreed to in writing by an authorized DOE official. Termination for reasons due to misconduct or performance, including failure to maintain the required passport and visa(s), medical clearance (for failure to take a medical exam), or security clearance or failure to reimburse DOE for insurance claims, are regarded as reasons within your control.

Certification

I hereby certify that I have read and understand the terms and conditions of this agreement. I also understand that the above information is accurate as of this date, but that the allowances and benefits are subject to change without prior notice and that, when applicable laws and regulations change which result in a change(s) to the terms and conditions herein, the parties hereto mutually agree that this agreement will be subject to them. Any changes other than those required by applicable laws and regulations must be mutually agreed to in writing by me or my representative or another authorized DOE official.

Employee Name	Date
Authorizing Management Official (Assistant Secretary, Deputy Assistant Secretary or Chief Operating Officer, or equivalent Direct Report to the Office of the Secretary)	Date
Authorizing Travel/Transportation Official	Date
Office of International Operations, NNSA	Date
Human Resources Official	Date

Attachment:
SF-52, "Request for Personnel Action"

Distribution:

Original – Electronic Official Personnel File (eOPF)
Copy – Payroll Staff, CF
Travel/Transportation Staff, CF
Departmental element
Office of International Operations, NNSA
Office of International Cooperative Activities, PI *(if detailed to another country or international Organization)*

PRIVACY ACT STATEMENT

Section 302-1.5 of Title 41 of the Code of Federal Regulations requires the use of a service agreement to support the expenditure of funds to relocate employees. Providing information and signing this agreement is voluntary, but failure to sign this agreement will preclude the authorization of relocation allowances and will result in not being appointed to the position specified herein. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and travel and transportation staffs to approve and record the benefits and entitlements of this employment situation. There are no additional uses that may be made of the information collected in the agreement. The official copy of this agreement is maintained in your electronic Official Personnel File (eOPF), which is a category of record included in the OPM/GOVT-1 General Personnel Records system.

U.S. Department of Energy

Service Agreement for a Temporary Overseas Assignment - TCS

(Revised March 2013)

Introduction

This is an employment agreement between the Department of Energy (DOE) and (*employee's name)* _____ (hereinafter referred to as "you" or "your") for the purpose of specifying conditions under which you will provide services for work while located overseas and DOE will provide certain benefits or entitlements.

Effective Date

The effective date of this agreement is the same as the effective date that you are detailed to this position as reflected on the attached SF-50, Notification of Personnel Action and/or SF-52, Request for Personnel Action.

Assigned Position, Location, and Length of Tour

You are being temporarily assigned as a _____*(title, series and grade)*_____ to _____*(organization, if applicable, & location - city & country)*_____for a period of *(month(s)/year(s))* beginning with the date of your arrival at that location and ending __*(date)*__. If necessary, management may terminate your assignment early with reasonable notice, providing that the circumstances are such that reasonable notice can be provided. You will be on a *(reimbursable/non-reimbursable)*__ detail funded by _____*(organization)*_____ **.**

Promotions and Rights

This position does not have promotion potential or return rights, per se. Upon completion of your tour, you will return to your *(current/former)* position or a similar position at the *(grade or pay rate)* in the *(Departmental element to which permanently assigned)*, or successor organization.

Pay and Pay Allowances

Your pay is based on the *(schedule, e.g., GS, SES, or EJ)* *without* locality pay. When applicable, the following allowance(s) are added to the basic schedule. Annual adjustments will be determined by the amount of the general increase applicable to all schedules. The following pay allowances are authorized in accordance with Section 920 of the Department of State Standardized Regulations (DSSR) when marked:

___ COLA (Post) Allowance. This is a cost of living allowance to offset the difference between the cost of living at the post of assignment in a foreign area and the cost of living in the Washington, D.C. area. It is expressed as a percentage (increase over the Washington, DC living index), but is a flat annual rate based on your base pay and the number of persons eligible for the allowance. It is included in your biweekly paycheck. The current allowance for your duty location is $(*amount*) (%). The percentage also determines the earning rate for home leave. It begins on arrival at post or, if receiving a temporary quarters subsistence allowance (TQSA), after the TQSA ends.

___ Post (Hardship) Differential. This is a recruitment and/or retention incentive for locations where unusual hardship conditions exist. It is expressed as a percentage of basic pay, included in your biweekly paycheck, and is subject to income tax. The amount of the differential for your duty location is ___%. Eligibility begins on arrival at post.

___ Danger Pay. This is additional compensation for locations in which there exists conditions of civil insurrection, civil war, terrorism, or wartime conditions which threaten physical harm or imminent danger to the health or well-being of an employee in eligible locations for at least four (4) hours each day. It is expressed as a percentage of basic pay, included in your biweekly

paycheck, and is subject to income tax. The amount of this incentive for your duty location is ___%.

Notwithstanding the rate of differential prescribed for the post, the per annum post differential rate at which payment is made shall be reduced, if necessary, so that the combined per annum post differential and basic pay authorized for you does not exceed the per annum salary authorized at Executive Schedule Level II (Section 552, DSSR). The post allowance is not subject to an aggregate limitation (5 CFR, Section 530.202).

All other compensation, including the post differential, received during the calendar year may not exceed the basic salary at Executive Level I (5 CFR, Section 530.203). Pay allowances are subject to change periodically. Information is available biweekly. Any change will take effect retroactively to the effective date.

You may request in writing, through your servicing human resources office to the payroll office, up to 3 months of pay be advanced to you at the time of transfer to your foreign duty location to purchase items which are necessary, but may not be readily available, at the foreign duty location. An advance in pay creates an indebtedness which must be repaid. You will have 7 pay periods to repay the amount that you would normally receive for one pay period, but you may pay it off earlier if you choose to do so.

Local Income Tax

Local income tax will not be deducted for the country to which you are assigned.

Leave

You are entitled to carry forward up to ___days (___hours) of annual leave each leave year while you are overseas.

You will earn home leave in the amount of ___ days per year, beginning on the date that you arrive at your foreign duty location in accordance with the provisions of 5 CFR §630.604. This leave is maintained separately from your annual and sick leave accounts. You are not eligible to use the home leave 1) until you have completed 24 months of continuous service overseas, and 2) unless you will be returning overseas for at least 12 months after you have used it. When home leave is used and you do not return to an overseas assignment, you will create an indebtedness. Use of your accrued home leave is subject to approval by your supervisor; it may be used in conjunction with annual leave. You will not be paid for any unused home leave.

Dependent(s)

You *are/are not* authorized to take your *(no./NA)* eligible. family member(s) with you at *(organization/NA)* expense if you choose to do so. Those dependents who are authorized to accompany you are specified on the PCS Information Sheet. You will be authorized travel and housing allowances, as specified in the Federal Travel Regulations (FTR) and the DSSR, for a temporary change of station, but you will not be authorized a separate maintenance allowance to leave your dependent(s) in the U.S. Authorized allowances are specified on the attached checklist of allowances.

You are responsible for the conduct of your dependent(s) while they are with you overseas. If one or more dependents need to return to the U.S. before you are authorized to do so, you will be responsible for that cost, unless the travel is authorized for medical or educational reasons.

Passports and

You are required to obtain 1) a diplomatic passport in accordance with 22 CFR §§51.3

Visa(s)

and 53.1, and 2) a visa for each country that you will be traveling in for official business, for yourself and any dependent that accompanies you. Diplomatic passports are available through the Headquarters travel services department at *(organization)* expense and they must be returned to that office upon completion of your tour. Diplomatic passports and the visa for the country in which you will reside must be secured before final travel authorizations will be provided. Additional visas for diplomatic passports for countries other than the one in which you will reside may be obtained at *(organization)* expense through the closest Department of State (DOS) passport office overseas. You are required to maintain your eligibility for your diplomatic passport and visa(s) during the entire period of your tour. In the event that a diplomatic passport is lost or stolen while you are overseas, you must notify the Headquarters travel services department promptly.

A diplomatic passport may not be used for personal travel while you are overseas; instead you must obtain a regular passport at your own expense, which is recommended. The Headquarters travel services department will assist you in securing regular passports.

Travel and Transportation Allowances

Your detail is regarded as a temporary change of duty station (TCS) for travel and transportation allowances purposes**.** Travel and transportation costs for you and your immediate family, including your household goods, to and from your overseas location will be paid by *(organization)* in accordance with the applicable sections of the FTR, DSSR, and DOE M 552.1.1 with the understanding that you will remain in service at that location for a period of at least one year following the effective date of your appointment to this overseas position. The amounts of authorized allowances are attached. The amount of your return expenses will be the amount that it costs to return you and your family to your legal residence as specified herein, whether or not you return to that location, or, if applicable, the cost to relocate you and your family to another overseas location.

Temporary duty travel (TDY) while at the overseas post will be performed under the policies and procedures provided in the FTR and DOE DOE M 552.1-1. Per diem allowances for TDY travel will be based on those published by DOS in Section 925 of the DSSR.

(Organization) will pay up to the amount that it costs for round trip travel for you and your family to return to your residence for approved home leave. Also, if one or more of your dependents are authorized travel expenses to attend a college or university, *(organization)* will pay that cost in accordance with the DSSR.

Relocation Income Tax Allowance

DOE will reimburse all of the additional Federal, state, or local income tax liability that you incur as a result of expenses paid by DOE that are associated with your move when such expenses are not allowable as deductible moving expenses (FTR §302-17).

Quarters Allowance

A temporary quarters subsistence allowance (TQSA) for housing is authorized based on Part 302-6 of the FTR.

Education Allowance/Travel

You *are/are not* authorized an education allowance for an eligible child who will be enrolled in grades K-12 based on the amount established in Section 920 of the DSSR at the time of enrollment. The allowance may be adjusted based on the school(s) selected, one-time costs, special needs, and other variables delineated in Section 274 of the DSSR. Travel may be authorized for one round trip annually to and from a school located in the United States for a full-time course for secondary education, i.e., a public or private school with grades 9-12, or equivalent, in lieu of an education allowance; undergraduate college education; or an accredited

post-secondary vocational or technical education in accordance with Section 280 of the DSSR and the FTR.

Medical Clearance and Coverage

You and your dependent(s) are required to be cleared by the Office of Medical Services**,** DOS in order to be eligible to participate in the DOS's medical program and to ensure that DOE does not incur unnecessary medical expenses. Should any dependent not be cleared, then you will be responsible for that family member's medical expenses should you choose to have that member accompany you. A medical clearance is good for the period of two years. If your detail is extended beyond two years, then you must renew your and your dependent's(s') clearances.

The DOS's medical program includes prepaid health care service provided by local DOS medical facilities, hospitalization and any subsequent care by a local practitioner following the hospitalization, and medical evacuation services. Costs for such services are paid by *(organization)*. Any other health care, including routine dental care, that you or your dependent(s) need is at your expense.

As a condition of eligibility for the DOS's medical program, you are required to maintain health insurance coverage for services other than those provided by the local DOS medical facility. When DOE incurs such expenses on your behalf, you will be required to reimburse DOE the amount that is covered by your insurance plan. The insurance plan that you have chosen is _____.

Security Clearance

You are required to maintain a ____ level clearance/access authorization at all times in your overseas position.

Residence

At the time of the detail for this overseas assignment, your place of residence for determining travel and transportation expenses upon your return is _____*(city and state)*_____. Your place of residence for income tax and voting purposes is ____*(the same or, if different, city and state)*____. Your place of residence for determining transportation expenses for home leave is _____*(city and state)*_____.

Effect of Failure to Fulfill the Terms of This Agreement

In the event that you fail to fulfill the terms of this agreement or any amendment to it, including an extension agreement, money expended by _____*(organization)*_____to you or on your behalf, except for appropriate salary and benefits, may be recovered from you as a debt, unless the termination of this agreement is due to a reason beyond your control and mutually agreed to in writing by an authorized DOE official. Termination for reasons due to misconduct or performance, including failure to maintain the required passport and visa(s), medical clearance (for failure to take a medical exam), or security clearance or failure to reimburse *(organization)*_____ for insurance claims, are regarded as reasons within your control. You will be required to make such restitution as is required by applicable laws and regulations, including 41 CFR 302-1.5, and the terms and conditions of this agreement.

Certification

I hereby certify that I have read and understood the terms and conditions of this Agreement. I also understand that the above information is accurate as of this date, but that the allowances and benefits are subject to change without prior notice and that, when applicable laws and regulations change which result in a change(s) to the terms and conditions herein, the parties hereto mutually agree that this agreement will be subject to them.

Employee's Signature	Date
Authorizing DOE Management Official	Date
Authorizing Travel/Transportation Official	Date
Office of International Operations, NNSA	Date
Human Resources Official	Date

Attachments:

Travel and Transportation Allowances
PCS Information Sheet
SF-*50/52, (title of applicable form)*

Distribution:

Original – Electronic Official Personnel File (eOPF)
Copy – Payroll Staff, CF
Travel/Transportation Staff, CF
Departmental element
Office of International Operations, NNSA

PRIVACY ACT STATEMENT

Section 302-1.5 of Title 41 of the Code of Federal Regulations requires the use of a service agreement to support the expenditure of funds to relocate employees. Providing information and signing this agreement is voluntary, but failure to sign this agreement will preclude the authorization of relocation allowances and will result in not being appointed to the position specified herein. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and travel and transportation staffs to approve and record the benefits and entitlements of this employment situation. There are no additional uses that may be made of the information collected in the agreement. The official copy of this agreement is maintained in your electronic Official Personnel File (eOPF), which is a category of record included in the OPM/GOVT-1 General Personnel Records system.

Attachment 1

U.S. Department of Energy
Travel and Transportation Allowances

The specific allowances that are authorized are marked:

_____ 1. Travel by a contract carrier(s) from your residence to and from your overseas location for you and your eligible family member(s), regardless of whether they travel with you.

_____ 2. Per diem in the amount of $_____ per day while enroute to your overseas location. The per diem rate for returning to the United States will be determined at that time.

_____ 3. Temporary quarters subsistence allowance (TQSA) based on section 123.2 of the DSSR:

a. Up to 90 days for you and your (*no.*) family member(s) upon arriving at the overseas post.

b. Up to 30 days for you and your (*no.*) family member(s) preceding departure from the overseas post.

_____ 4. Shipment of household goods up to _____ pounds to and from your overseas location and temporary storage of those goods at the overseas location and upon return to the U.S. up to 60 days until you are able to occupy your quarters or residence.

_____ 5. Non-temporary storage of household goods for the period that you are overseas up to _____ pounds (the amount, when combined with the amount that may be shipped, may not exceed 18,000 pounds; excess baggage carried on a plane may be claimed as a miscellaneous expense, which is limited to $500 for one traveler or $1,000 for a married couple).

_____ 6. Shipment of one privately owned vehicle (POV) to and from the overseas location. In the event that you choose not to ship a vehicle to the overseas location and purchase one overseas, you will be authorized to ship your purchased vehicle back to the United States.

_____ 7. Property management services for the rental of your existing residence in accordance with DOE-302-15.5 of DOE M 552.1-1and to terminate upon expiration of this service agreement.

_____ 8. One round trip travel to and from the United States for an eligible family member(s) to attend high school (in lieu of an education allowance) or an undergraduate college or university annually (see section 280 of the DSSR).

_____ 9. Periodic travel to and from a kindergarten, elementary, or secondary school located overseas (see section 277.2c of the DSSR).

_____ 10. Reimbursement for those miscellaneous expenses specified in FTR Chapter 302-3.1(b) that are associated with discontinuing residence at one location and establishing residence at a new location:

_____ a. The lesser of $500 or the equivalent of 1 week's basic pay if unaccompanied.

_____ b. The lesser of $1,000 or the equivalent of 2 week's basic pay if an accompanied tour.

_____ 11. Pre-departure subsistence expense for self and family, not to exceed 10 days, prior to departure to the overseas post (see section 242.3 of the DSSR).

_____ 12. Home service transfer allowance, which includes temporary lodging, in 30-day increments, up to 60 consecutive days, upon return to your U.S. duty station. An additional 60 days may be authorized when the program office determines that there is a compelling reason to continue the allowance. In order to receive this

allowance, you are required to provide justification for this allowance and sign a separate certification (also referred to as a service agreement; see section 252.5(b) of the DSSR) that you will continue to be employed in the Federal Government for at least 12 months in the U.S. or other non-foreign area. You are not eligible for this allowance if you will be retiring upon your return. (See section 250 of the DSSR for a thorough explanation of what this allowance covers. Note: DOE does not provide a lump sum wardrobe expense portion.)

APPENDIX D

Sample Agreement with the International Energy Agency (IEA)/ Organisation for Economic Co-Operation and Development (OECD)
(Note: OECD's spelling of organisation is with an"s", rather than a 'z")

MEMORANDUM OF AGREEMENT

On

Loan of Staff

Between

US Department of Energy (USDOE)

And

The Organisation for Economic Co-operation and Development (OECD)

June 2012

In the interest of fostering cooperation between the Organisation for Economic Cooperation and Development (the OECD) and USDOE ("the Organisations"), these Organisations have agreed to the following loan of staff to share knowledge and expertise.

1. Purpose of the Memorandum of Agreement

USDOE ("the Sending Organisation") and the Organisation for Economic Co-operation and Development ("the Receiving Organisation") agree to the loan of *(employee's name)*, staff member of the Sending Organisation ("the Staff Member"), to the Receiving Organisation. The loan of the Staff Member will be governed by the present Memorandum of Agreement (MOA) and by the terms of an offer letter from the Receiving Organisation to the Staff Member.

2. Assignment

On *(date)*, the Sending Organisation will make the services of the Staff Member available to the Receiving Organisation. The Staff Member will be assigned to the *(organisation title)* as an *(position title)* working in the areas of*(insert the program area(s) from the offer letter)*. Specific tasks will include conducting research, drafting papers, and providing briefings.

3. Duration

The initial loan period is *(no. months and/or dates)*. This period may be extended by the Organisations, subject to the acceptance of the Staff Member, and shall not exceed a total, including any extension, of *(no.)* months. Notice for a proposal of extension will be given by either Organisation at least *(no.)* month(s) prior to the expiry date.

4. Status of the Staff Member

During *(his/her)* loan, the Staff Member will remain an employee of the Sending Organisation and will not be considered as an official or employee of the Receiving Organisation. In particular, *(he/she)* will not benefit from the exemption from taxation provided for under the Convention and Protocols on Privileges and Immunities applicable to the Receiving Organisation on salaries, allowances and indemnities, etc., paid to *(him/her)* by the Sending Organisation. The staff member will ensure that *(he/she)* is in full possession of a valid passport and any necessary visa or other authorisation to enable him to travel prior to taking up duty.

5. Staff Regulations

Except as otherwise stated herein, the Staff Member will remain subject to the staff regulations, rules and instructions applicable to officials or employees of the Sending Organisation including the following:

- The Staff Member remains subject to the Standards of Conduct for Employees of the Executive Branch (5 C.F.R. Part 2635, as well as other laws and regulations applicable to Federal Employees, including, but not limited to, representation as attorney or agent for any person (18 U.S.C. 203 and 205), political activity (Hatch Act 5 U.S.C. 7321-7326), financial conflicts of interest (18 U.S.C. 208), post – employment restrictions (18 U.S.C. 207), and salary supplementation prohibitions (18 U.S.C. 209). *(Employee's name)* will be required to comply with all Department of Energy supplemental ethics regulations.

- The Federal Tort Claims Act and any other Federal tort liability statutes shall apply.

The Staff Member will carry out *(his/her)* daily tasks under the authority of the Receiving Organisation, while at the same time honouring his obligations as a staff member of the Sending Organisation. In the event of conflict, the Organisations will consult each other on possible solutions.

6. Remuneration and Other Payments

The Staff Member will continue to receive *(his/her)* salaries, indemnities, travel allowances, etc., from the Sending Organisation in accordance with the Sending Organisations personnel and travel regulations. The IEA has agreed to cover the transportation costs to and from Paris. Moreover, the IEA shall pay transportation and per diem costs related to the performance of the Staff Members' duties away from the Paris office. In order to contribute to the Staff Member's housing and per diem costs in Paris, the IEA agrees to pay a sum total of € *(no.)* per month to the Sending Organisation, which sum will be applied to reimburse the Sending Organisation for travel allowances distributed to the Staff Member during the term of his assignment to Paris. *(Note: The financial arrangements are subject to negotiations, but reimbursements are made to DOE, not the employee. Delete this statement in the draft and final versions.)*

7. Social and Medical Insurances and Retirement Plan

The Receiving Organisation will not assume social and medical insurance coverage for the Staff Member or *(his/her*) family members during *(his/her*) loan to the Receiving Organisation. During the loan of the Staff Member, the Sending Organisation remains responsible for paying its portion of any medical insurance coverage selected by the Staff Member for *(himself/herself)* and his family. In this framework, the Sending Organisation will provide to the Receiving Organisation a certificate of fitness of the Staff Member issued by the Medical Adviser of the Sending Organisation.

The Staff Member's portion for any elected insurance coverage (medical, dental, vision, life insurance) will continue to be deducted from *(his/her)* salary. The Staff Member will be covered by the Sending Organisation's workers' compensation program during the term of this assignment in the event of a work-related injury or illness.

The Staff Member is not eligible for the Receiving Organisation's retirement plan, so *(he/she)* must maintain that benefit with the Sending Organisation. The Sending Organisation is responsible for its portion of the payments to the *(applicable retirement system)* and the Staff Member's portion will be deducted from *(his/her)* salary.

8. Performance

Performance objectives will be agreed to between the Staff Member and the Receiving Organisation. Where these objectives are not met and insufficient performance cannot be corrected by discussion between the Staff Member and the Receiving Organisation, the Receiving Organisation will discuss the performance issues with the Sending Organisation and take any appropriate measures.

At the request of the Sending Organisation, the Receiving Organisation will supply a report assessing the work of the Staff Member for the purpose of satisfying the Sending Organisation's system for annual performance ratings.

9. Hours of work

Hours of work of the Staff Member will be those agreed to between the Staff Member and the Receiving Organisation on the basis of full time employment, as defined in the Staff Regulations, Rules and Instructions applicable to officials of the Receiving Organisation. The Sending Organisation recognises that there will be occasions when extra hours will be required. In such cases, the Sending Organisation accepts that the Staff Member and the Receiving Organisation will agree on the hours to be worked and the granting, if necessary and as per the policies of the Receiving Organisation, of compensatory leave. Such leave will be taken before the end of the period of loan.

10. Holidays and Other Leaves

With respect to public holidays, the Staff Member will exclusively observe those applicable in the Receiving Organisation. Entitlement to annual leave and other leave will be determined by the regulations, rules and instructions of the Sending Organisation, with the exception of the entitlement for leave according to any other work time percentage programme. The Receiving Organisation undertakes to keep note of any leave taken by the Staff Member and to report these to the Sending Organisation.

11. Discipline

The regulations, rules and instructions applicable to discipline will be those of the Sending Organisation. However, the Receiving Organisation may ask the Sending Organisation to institute disciplinary proceedings and take part in them where necessary.

12. Intellectual Property

Intellectual property rights arising from work done by the Staff Member during the loan will be held by the Receiving Organisation.

Subject to confidentiality or classification requirements of the Receiving Organisation, a copy of the work produced by the Staff Member will be made available to the Sending Organisation upon request. Any use of the work of the Staff Member by the Sending Organisation will be agreed separately in writing between the Organisations.

Should any confidential data and information of the Sending Organisation (including its intellectual property rights and/or know-how) be disclosed to the Receiving Organisation through the Staff Member in connection with, or as necessary for the performance of the work of the Staff Member ("Proprietary Information"), the Receiving Organisation shall maintain the Propriety Information in strict secrecy and shall not disclose any of such Proprietary Information to any third party.

The Staff Member shall be obliged not to disclose to any third party, including the Sending Organisation, information defined and deemed to be confidential information of the Receiving Organisation.

The Staff Member, as a U.S. Government employee, is subject to 18 U.S.C. 1905, which specifies punishment for unauthorized disclosure of confidential information by fine or imprisonment, or both, and removal from office or employment.

13. Expiry and Termination

The Staff Member will return to the Sending Organisation on completion of *(his/her)* loan to the Receiving Organisation. No offer of employment will be made to the Staff Member by the Receiving Organisation without prior consultation of the Sending Organisation.

This MOA may be terminated by either Organisation by providing *(no.)* month(s) written notice to the other Organisation to this effect.

14. Responsibility

The Sending Organisation will not be held liable for any damages, losses or injuries that may be attributed to the Staff Member as a result of his actions, omissions and performance of duties during his loan to the Receiving Organisation.

The Receiving Organisation will manage any civil liability coverage in this respect.

15. Entry into force

This MOA will enter into force upon signature by both Organisations, subject to written confirmation of the acceptance by the Staff Member of the conditions of the MOA.

Made in two original copies.

USDOE	OECD
Kenneth T. VenutoDirector, Office of Human Capital Management Office of the Chief Human Capital Officer 1000 Independence Ave, S.W. Washington, DC 20585	Ms. Michèle Pagé Head of Human Resource Management OECD Delta Building 4 Quai du Point du Jour 92100 Boulogne Billancourt France
Date	Date
Signature	Signature
USDOE	
(Thisis the the Head of the Departmental element or Principal Deputy)	
Date	
Signature	

APPENDIX E

Letter of Consent
for
Transfers to International Organizations

(Name & title of principal contact)
(Name & address of international organization)

Dear _____:

I am pleased to confirm that the Department of Energy agrees to transfer *(employee's name)* to the *(international organization)* for *(requested duration, not to exceed 5 years)* beginning on *(date)*, or as soon thereafter as possible.

(Employee's name) will perform the following work while assigned to the *(international organization)* as a *(position title)* and will be paid at the rate of *(denomination & amount)*.

(Description of work taken from the vacancy announcement or offer letter to the employee)

In the event that the employee will be returning to the Department of Energy, please provide an evaluation of *(employee's name)*'s performance while assigned to your organization to assist us in placing *(him/her)* in an appropriate position.

If there are any questions, please contact *(name)*, who will serve as the principal contact at the Department, at *(e-mail address and phone and fax numbers)*. If there is another individual in your organization who will serve as your principal contact, please provide similar information so we may communicate directly with that individual.

Sincerely,

(Name)
(Title –Head of the Departmental Element)
(Organization)

cc: *(Employee's name)*
Servicing HR office
Departmental element
Office of International Operations, NNSA
Office of International Cooperative Activities, PI

File: Electronic Official Personnel File (eOPF)

APPENDIX F

U.S. Department of Energy

Agreement to Transfer to an International Organization

(Revised January 2008)

Introduction

This is an employment agreement between the Department of Energy (DOE) and (*employee's name)*_____ (hereinafter referred to as "you" or "your") for the purpose of specifying conditions under which you may return to DOE following your transfer assignment and may retain your benefits during your assignment.

Effective Date

The effective date of this agreement is the same as the effective date of your termination on your SF-50, Notification of Personnel Action.

Assigned Position, Organization, and Duration

You are being transferred as a _____*(title)*_____
to _____*(international organization)*_____
at the pay level of _____ for a period of ___*(duration).*

Employment Rights

In accordance with 5 CFR 352.311, you have the right to be re-employed within 30 days by DOE, or its successor agency, as a _____*(title, series, and grade of current position)*_____, or an equivalent position, upon completion of your assignment providing you apply to DOE, or its successor agency, within 90 days of your separation from the international organization.

In accordance with 5 CFR 352.314, for purposes of your re-employment and retained benefit rights: 1) you will be considered as having received all pay increases, including within-grade step increases, that you would have received had you not been on assignment; 2) you will be considered for all promotions as if you were not on assignment; and, 3) if your current position is reclassified during your assignment, your re-employment right will be to a position equivalent to the reclassified position.

The period of separation caused by your employment with the international organization and the period necessary to effect re-employment, if applicable, is deemed employment by the United States for the benefits that you have elected to retain.

Retained Benefits

You have elected to retain the following benefits, if marked, while on your assignment.

___ Retirement
___ Health benefits (_____*(plan)* _____*)*
___ Life insurance
___ Annual leave balance

Thrift Savings Plan (TSP) bulletin 00-13 dated May 9, 2000, states that you cannot participate in the Thrift Savings Plan (TSP) while you are employed by (*international organization*). However, Public Law 106-113, provides that you may make up missed TSP contributions after you are re-employed in the Federal service if you elected to retain

your retirement plan coverage while employed by the international organization and you have made all deposits required for such coverage.

You may change your benefits during open seasons & eligible life events. Any changes to your benefits will result in adjustments in the amount of the contributions made by DOE and in the amount that the DOE payroll service provider bills you quarterly.

You agree to pay your portion of the premiums, which are based on the amount of pay you would have received had you remained at DOE in your current position, when billed by DOE's payroll service provider (DFAS). DOE will pay the employer portion of the benefits that you have elected to retain. If you did not elect to retain any benefits, you are still required to pay your portion of the FICA tax based on the pay you would have received. In accordance with 5 CFR 352.309, failure to make timely payment may result in termination of these benefits. Coverage so terminated may not apply again before you enter on duty in a pay status in an agency. Terminated benefits may be reinstated retroactively if, as to coverage under the appropriate Federal retirement system, the Office of Personnel Management determines that the failure to make a required current deposit was due to circumstances beyond your control and any required payments are deposited at the first opportunity.

You will retain coverage, rights, and benefits under the Federal employees' work injuries and accidental death provisions. However, if you or your dependants receive a payment, allowance, or gratuity from the international organization; payment under an insurance policy for which the premium is wholly paid by the international organization; or other benefit of any kind as a result of the same injury or death, the amount thereof is credited against your benefit.

In the event that you are not re-employed by the Federal government, you will not be eligible to retain the benefits that you retained while on assignment, including being able to retire at the end of your assignment.

You have the right to designate a beneficiary or beneficiaries to receive any unpaid compensation or retirement benefits in the event of your death. If a beneficiary is not designated, 5 U.S. 5528 provides for the distribution of funds in the following manner: first, to your widower; second, if you leave no widower, to your child or children in equal shares, with the share of any deceased child distributed among the descendants of that child; third, if none of the above, to your parents (or parent); and fourth, if none of the above, to your next of kin who may be entitled under the laws of the State in which you are domiciled at the time of your death.

Leave

You are <u>not</u> eligible to accrue leave of any kind during the period of your transfer assignment. If you retained an annual leave balance, you may request a lump-sum payment at any time; however, if you are re-employed, you must refund any lump-sum payment. Should you become re-employed by the Federal government, the employing agency will restore your sick leave account to the amount that existed at the time of transfer.

Certification I hereby certify that I have read and understood the terms and conditions of this agreement. Any changes other than those required by applicable laws and regulations must be in writing by me or my representative or another authorized DOE official.

_____	_____
Employee's Signature	Date
_____	_____
Authorizing DOE Management Official	Date
_____	_____
Human Resources Official	Date

PRIVACY ACT STATEMENT

This agreement satisfies the requirements in 5 CFR 352.308 and 352.309 to document the above information. Signing this agreement is voluntary, but failure to sign this agreement will result in the Department withdrawing its consent to the transfer to the international organization making you ineligible to retain your benefits. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, and human resource staffs to approve and record the decision to permit the transfer and the employee's employment rights and election of benefits. There are no additional uses that may be made of the information collected in the agreement. The official copy of this agreement is maintained in your electronic Official Personnel File (eOPF), which is a category of record included in the OPM/GOV'T General Personnel Records system.

Distribution:

Original – Electronic Official Personnel File (eOPF)
Copy – Payroll Staff, CF
Departmental Element
Office of International Operations, NNSA
Office of International Cooperative Activities, PI

APPENDIX G

Employee Transfer Letter

(Revised January 2008)

(Employee's name and address)

Dear Mr./Ms.(*employee's name*)

The (*organization*) authorized your transfer to (*international organization)* for (*duration*) years effective (*date effective*). This letter provides you with a summary of employee entitlements when transferred to an international organization. More details can be found in 5 CFR Part 352, Subpart C.

Employment Rights

You have the right to be re-employed within 30 days by DOE, or its successor agency, as a *(title, series, and grade of current position)*, or an equivalent position, upon completion of your assignment providing you apply to DOE, or its successor agency, within 90 days of your separation from the international organization.

You will be considered as having received all pay increases, including within-grade step increases, that you would have received had you not been on assignment; all promotions as if you were not on assignment; and, if your current position is reclassified during your assignment, your re-employment right will be to a position equivalent to the reclassified position.

The period of separation caused by your employment with the international organization and the period necessary to effect re-employment, if applicable, is deemed employment by the United States for the benefits that you have elected to retain.

Benefits

You are entitled to retain coverage under your current Federal retirement plan, and to continue your participation in the Federal employees' health benefits and group life insurance programs. However, to retain these benefits you must pay the required employee contributions. If you elect to continue any of these benefits, you will be billed quarterly from the DOE payroll service provider for your portion of the premiums which are based on the amount of pay you would have received had you remained at DOE in your current position. If you did not elect to retain any benefits, you are still required to pay your portion of the FICA tax based on the pay you would have received.

Thrift Savings Plan (TSP) bulletin 00-13 dated May 9, 2000, states that you cannot participate in the Thrift Savings Plan (TSP while you are employed by (*international organization*). However, Public Law 106-113, provides that you may make up missed TSP contribution after you are re-employed in the Federal service if you elected to retain your retirement plan coverage while employed by the international organization and you have made all deposits required for such coverage.

The Department will continue to make its contributions for the benefit(s) that you elect to retain as long as your payments are received when billed by the DOE payroll service provider (DFAS). Failure to make timely

payment may result in termination of these benefits. Coverage so terminated may not apply again before you enter on duty in a pay status in an agency. Terminated benefits may be reinstated retroactively if, as to coverage under the appropriate Federal retirement system, the Office of Personnel Management determines that the failure to make a required current deposit was due to circumstances beyond your control and any required payments are deposited at the first opportunity.

If you are planning to retire within the next five years, you need to continue your participation in the Federal employees' health benefits program in order to continue this benefit into retirement.

You will retain coverage, rights, and benefits under the Federal employees' work injuries and accidental death provisions. However, if you or your dependants receive a payment, allowance, or gratuity from the international organization; payment under an insurance policy for which the premium is wholly paid by the international organization; or other benefit of any kind as a result of the same injury or death, the amount thereof is credited against your benefit.

In the event that you are not re-employed by the Federal government, you will not be eligible to retain the benefits that you retained while on assignment, including being able to retire at the end of your assignment.

You have the right to designate a beneficiary or beneficiaries to receive any unpaid compensation or retirement benefits in the event of your death. If a beneficiary is not designated, 5 U.S. 5528 provides for the distribution of funds in the following manner: first, to your widower; second, if you leave no widower, to your child or children in equal shares, with the share of any deceased child distributed among the descendants of that child; third, if none of the above, to your parents (or parent); and fourth, if none of the above, to your next of kin who may be entitled under the laws of the State in which you are domiciled at the time of your death.

Leave

You are not eligible to accrue leave of any kind during the period of your transfer assignment. If you retained an annual leave balance, you may request a lump-sum payment at any time; however, if you are re-employed, you must refund any lump-sum payment. Should you become re-employed by the Federal government, the employing agency will restore your sick leave account to the amount that existed at the time of transfer.

Please complete and return the enclosed benefits and leave election form before you exit the Department to go to the international organization. Should you have any questions, please contact (*your servicing personnel specialist*) at (*specialist's telephone number*).

Sincerely,

(*Team Leader)*

Enclosure

Original – Electronic Official Personnel File (eOPF)
Copy – Payroll Staff, CF
Departmental Element
Office of International Operations, NNSA
Office of International Cooperative Activities, PI

APPENDIX H

U.S. Department of Energy

Service Agreement for a Permanent Overseas Position

(Revised March 2013)

Introduction

This is an employment agreement between the Department of Energy (DOE) and _____*(employee's name)*_____ (hereinafter referred to as "you" or "your") for the purpose of specifying conditions under which you will provide services for work while located overseas and DOE will provide certain benefits or entitlements.

Effective Date

The effective date of this agreement is the same as the effective date that you are appointed to this position as reflected on the attached SF-50, Notice of Personnel Action.

Assigned Position, Location, and Length of Tour

You are being assigned as a _____*(title, series, pay plan, and grade)*_____, to _____*(organization and location – city and country)* _____ for a period of *(1/2)* year(s) beginning with the date of your arrival at that location. The *(1/2)*-year period ends while you are overseas. You may be extended for another 1-year period. When the initial tour is 2 years, the 1-year extension begins following any home that you may take after the 2-year period. If the 2-year period is extended for another year, you will be required to sign a Tour Renewal Agreement. Conversely, if necessary, management may terminate your assignment early with reasonable notice, providing that the circumstances are such that reasonable notice can be provided.

Promotions and Return Rights

This position (*does/does not*) have promotion potential. If it does have promotion potential, the promotion action will be (*temporary/permanent*). Upon completion of your tour, you have return rights to a position at (*your former grade level/the highest grade level held while overseas*) inDOE.

Pay and Pay Allowances

Your pay is based on the basic General Schedule without any locality pay. The applicable allowance(s) are then added to the basic schedule. Annual adjustments, if authorized, will be determined by the amount of the general increase applicable to all schedules.

The following pay allowances are authorized in accordance with sections 220-229, 510-560, and 920 of the Department of State Standardized Regulations (DSSR) when marked:

____ COLA (Post) Allowance. This is a cost of living allowance to offset the difference between the cost of living at the post of assignment in a foreign area and the cost of living in the Washington, D.C. area. It is expressed as a percentage (increase over the Washington, DC living index), but is a flat annual rate based on your base pay and the number of family members eligible for the allowance. It is included in your biweekly paycheck. The current allowance for your duty location is $_(*amount*)_ (__%). The percentage also determines the earning rate for home leave.

____ Post (Hardship) Differential. This is a recruitment and/or retention incentive for locations where unusual hardship conditions exist. It is expressed as a percentage of basic pay and included in your biweekly paycheck. The differential for your duty location is ____%.

_____ Danger Pay. This is additional compensation for locations in which there exists conditions of civil insurrection, civil war, terrorism, or wartime conditions which threaten physical harm or

imminent danger to the health or well-being of an employee in eligible locations for at least four (4) hours each day. It is expressed as a percentage of basic pay, included in your biweekly paycheck, and is subject to income tax. The amount of this incentive for your duty location is ___%.

Pay allowances are subject to change periodically. Information is available biweekly at http://www.state.gov/m/a/als/. Any change will take effect retroactively to the effective date.

You may request in writing, through your servicing personnel office to the payroll office, up to 3 months of pay be advanced to you at the time of transfer to your foreign duty location to purchase items which are necessary, but may not be readily available, at the foreign duty location. An advance in pay creates an indebtedness which must be repaid. You will have 7 pay periods to repay the amount that you would normally receive for one pay period, but you may pay it off earlier if you choose to do so.

Local Income Tax

Local income tax that will not be deducted for the country to which you are assigned.

Leave

You are entitled to carry forward up to ____ days (_____ hours) of annual leave each leave year while you are overseas.

You will earn home leave in the amount of ____ days per year, beginning on the date that you arrive at your foreign duty location in accordance with the provisions in 5 CFR §630.604. This leave is maintained separately from your annual and sick leave accounts. You are not eligible to use the home leave 1) until you have completed 24 months of continuous service overseas, and 2) unless you will be returning overseas for at least 12 months after you have used it. When home leave is used and you do not return to an overseas assignment, you will create an indebtedness. Use of your accrued home leave is subject to approval by your supervisor; it may be used in conjunction with annual leave.

Dependent(s)

You are authorized to take your *(no.)* eligible family member(s) with you at DOE expense if you choose to do so. Those dependents who are authorized to accompany you are specified on the attached PCS Information Sheet. You will be authorized full travel and housing allowances, as specified in the Federal Travel Regulations (FTR) and the DSSR, for them, including an education allowance and/or travel expense to and from overseas for college, if applicable, but you will not be authorized a separate maintenance allowance to leave your dependent(s) in the U.S. Authorized allowances are specified on the attached checklist of allowances.

You are responsible for the conduct of your dependent(s) while they are with you overseas. If one or more dependents need to return to the U.S. before you are authorized to do so, you will be responsible for that cost, unless the travel is authorized for medical reasons.

Passports and Visa(s)

You are required to obtain 1) a diplomatic passport in accordance with 22 CFR §§51.3 and 53.1, and 2) a visa for each country that you will be traveling in for official business, for yourself and any dependent that accompanies you. Diplomatic passports are available through the Headquarters travel services department at DOE expense and they must be returned to that office upon completion of your tour. Diplomatic passports and the visa for the country in which you will reside must be secured before final travel authorizations will be provided. Additional visas for diplomatic passports for countries other than the one in which you will reside may be obtained at DOE expense through the closest Department of State (DOS) passport office overseas. You are required to maintain your eligibility for your diplomatic passport and visa(s) during the entire

period of your tour. In the event that a diplomatic passport is lost or stolen while you are overseas, you must notify the Headquarters travel services department promptly.

A diplomatic passport may not be used for personal travel while you are overseas; instead you must obtain a regular passport at your own expense, which is recommended. The Headquarters travel services department will assist you in securing regular passports.

Travel and Transportation Allowances

Travel and transportation costs, including your household goods, for you and your immediate family, to and from your overseas location will be paid by DOE in accordance with the applicable sections of the FTR, DSSR, DOE 552.1, and DOE M 552.1-1 with the understanding that you will remain in service at that location for a period of at least one year following the effective date of your appointment to this overseas position. The amounts of authorized allowances are attached. The amount of your return expenses will be the amount that it costs to return you and your family to your legal residence as specified herein, whether or not you return to that location, or, if applicable, the cost to relocate you and your family to another overseas location.

Temporary duty travel (TDY) while at the overseas post will be performed under the policies and procedures provided in the FTR, and DOE O 552.1. Per diem allowances for TDY travel will be based on those published by DOS in section 925 of the DSSR.

DOE will pay a home service transfer allowance for extraordinary, necessary, and reasonable expenses, not otherwise compensated for, when you return from your overseas assignment. Based on section 250 of the DSSR, the home service allowance is authorized for the following:

1) A lump sum miscellaneous expense portion to assist with certain extraordinary expenses (i.e., disconnecting and connecting appliances; cutting and fitting rugs and draperies moved from one residence to another; automobile registration).

2) An actual subsistence expense portion designed to help offset costs of meals, laundry and dry cleaning of clothes, and lodging while staying in temporary quarters.

3) A lease penalty expense portion to assist employees receiving the living quarters allowance to help offset the expense of unavoidable lease penalties for the early termination of a lease due to a transfer required by DOE.

DOE will pay up to the amount that it costs for round trip travel for you and your family to return to your residence for approved home leave.

Relocation Income Tax Allowance

DOE will reimburse all of the additional Federal, state, or local income tax liability that you incur as a result of expenses paid by DOE that are associated with your move when such expenses are not allowable as deductible moving expenses (FTR §302-17).

Quarters Allowance

The type and amount of allowance for housing is specified on the attached PCS Information Sheet.

Education Allowance/Travel

You are authorized an education allowance for an eligible child who will be enrolled in grades K-12 based on the amount established in section 920 of the DSSR at the time of enrollment. The allowance may be adjusted based on the school(s) selected, one-time costs, special needs, and other variables delineated in section 274 of the DSSR. Travel may be authorized for one round trip annually to and from a school located in the United States for a full-time course for secondary education, i.e., a public or private school with grades 9-12, or equivalent, in lieu of an education allowance; undergraduate college education; or an accredited post-secondary vocational or technical education in accordance with section 280 of the DSSR and the FTR.

Medical Clearance and Coverage

You and your dependent(s) are required to be cleared by the Office of Medical Services**,** DOS in order to be eligible to participate in the DOS's medical program and to ensure that DOE does not incur unnecessary medical expenses. Should any dependent not be cleared, then you will be responsible for that family member's medical expenses should you choose to have that member accompany you. A medical clearance is good for the period of your two-year tour. If your tour is extended beyond two years, then you must renew your and your dependent's(s') clearances.

The DOS's medical program includes prepaid health care service provided by local DOS medical facilities, hospitalization and any subsequent care by a local practitioner following the hospitalization, and medical evacuation services. Costs for such services are paid by DOE. Any other health care, including routine dental care, that you or your dependent(s) need is at your expense.

As a condition of eligibility for the DOS's medical program, you are required to maintain health insurance coverage for services other than those provided by the local DOS medical facility. When DOE incurs such expenses on your behalf, you will be required to reimburse DOE the amount that is covered by your insurance plan. The insurance plan that you have chosen is _____.

Security Clearance

You are required to maintain a Q- level clearance/access authorization at all times in your overseas position.

Residence

At the time of selection for this overseas assignment, your place of residence for determining travel and transportation expenses upon your return and home leave is _____*(city and state)*_____. Your place of residence for income tax and voting purposes is _____*(city and state)*_____.

Effect of Failure to Fulfill the Terms of This Agreement

In the event that you fail to fulfill the terms of this agreement or any amendment to it, including an extension agreement, money expended by DOE to you or on your behalf, except for appropriate salary and benefits, may be recovered from you as a debt, unless the termination of this agreement is due to a reason beyond your control and mutually agreed to in writing by an authorized DOE official. Termination for reasons due to misconduct or performance, including failure to maintain the required passport and visa(s), medical clearance (for failure to take a medical exam), or security clearance or failure to reimburse DOE for insurance claims, are regarded as reasons within your control. You will be required to make such restitution as is required by applicable laws and regulations, including 41 CFR 302-1.5, and the terms and conditions of this agreement.

Certification I hereby certify that I have read and understood the terms and conditions of this agreement. I also understand that the above information is accurate as of this date, but that the allowances and benefits are subject to change without prior notice and that, when applicable laws and regulations change which result in a change(s) to the terms and conditions herein, the parties hereto mutually agree that this agreement will be subject to them.

_____	_____
Employee's Signature	Date
_____	_____
Authorizing Management Official	Date
_____	_____
Travel/Transportation Official	Date
_____	_____
Office of International Operations, NNSA	Date
_____	_____
Human Resources Official	Date

Attachments:

Checklist of Travel and Transportation Allowances authorized
SF-50, "Notification of Personnel Action"
PCS Information Sheet

Distribution:

Original – Electronic Official Personnel File (eOPF)
Copy – Payroll Staff, cf
Travel/Transportation Staff, CF
Departmental element
Office of International Operations, NNSA

PRIVACY ACT STATEMENT

Section 302-1.5 of Title 41 of the Code of Federal Regulations requires the use of a service agreement to support the expenditure of funds to relocate employees. Providing information and signing this agreement is voluntary, but failure to sign this agreement will preclude the authorization of relocation allowances and will result in not being appointed to the position specified herein. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and travel and transportation staffs to approve and record the benefits and authorizations of this employment situation. There are no additional uses that may be made of the information collected in the agreement. The official copy of this agreement is maintained in your electronic Official Personnel File (eOPF), which is a category of record included in the OPM/GOVT-1 General Personnel Records system.

Attachment 1

U.S. Department of Energy
Travel and Transportation Allowances

The specific allowances that are authorized are marked:

_____ 1. Travel by a contract carrier(s) from your residence to and from your overseas location for you and your eligible family member(s), regardless of whether they travel with you.

_____ 2. Per diem in the amount of $_____ per day while enroute to your overseas location. The per diem rate for returning to the United States will be determined at that time.

_____ 3. Temporary quarters subsistence allowance (TQSA) based on section 123.2 of the DSSR:

a. Up to 90 days for you and your (*no.*) family member(s) upon arriving at the overseas post.

b. Up to 30 days for you and your (*no.*) family member(s) preceding departure from the overseas post.

_____ 4. Shipment of household goods up to _____ pounds to and from your overseas location and temporary storage of those goods at the overseas location and upon return to the U.S. up to 60 days until you are able to occupy your quarters or residence.

_____ 5. Non-temporary storage of household goods for the period that you are overseas up to _____ pounds (the amount, when combined with the amount that may be shipped, may not exceed 18,000 pounds; excess baggage carried on a plane may be claimed as a miscellaneous expense, which is limited to $500 for one traveler or $1,000 for a married couple).

_____ 6. Shipment of one privately owned vehicle (POV) to and from the overseas location. In the event that you choose not to ship a vehicle to the overseas location and purchase one overseas, you will be authorized to ship your purchased vehicle back to the United States.

_____ 7. Property management services for the rental of your existing residence in accordance with DOE-302-15.5 of DOE M 552.1-1and to terminate upon expiration of this service agreement.

_____ 8. One round trip travel to and from the United States for an eligible family member(s) to attend high school (in lieu of an education allowance) or an undergraduate college or university annually (see section 280 of the DSSR).

_____ 9. Periodic travel to and from a kindergarten, elementary, or secondary school located overseas (see section 277.2c of the DSSR).

_____ 10. Reimbursement for those miscellaneous expenses specified in FTR Chapter 302-3.1(b) that are associated with discontinuing residence at one location and establishing residence at a new location:

_____ a. The lesser of $500 or the equivalent of 1 week's basic pay if unaccompanied.

_____ b. The lesser of $1,000 or the equivalent of 2 week's basic pay if an accompanied tour.

_____ 11. Pre-departure subsistence expense for self and family, not to exceed 10 days, prior to departure to the overseas post (see section 242.3 of the DSSR).

_____ 12. Home service transfer allowance, which includes temporary lodging, in 30-day increments, up to 60 consecutive days, upon return to your U.S. duty station. An additional 60 days may be authorized when the program office determines that there is a compelling reason to continue the allowance. In order to receive this allowance, you are required to provide justification for this allowance and sign a separate certification (also referred to as a service agreement; see section 252.5(b) of the DSSR) that you will continue to be employed in the Federal Government for at least 12 months in the U.S. or other non-foreign area. You are not eligible for this allowance if you will be retiring upon your return. (See section 250 of the DSSR for a thorough explanation of what this allowance covers. Note: DOE does not provide a lump sum wardrobe expense portion.)

APPENDIX I

Authorization for Medical Examination (DS-3069)

(Click on the icon to open)

A:\Authorization for
Medical Examination [

APPENDIX J

Memorandum of Agreement Regarding the Department of State's Overseas Personal Services Agreement Authority

(Click on the icon to open)

A:\MOA with DOS re
PSA Authority 5-03.p

APPENDIX K

IAEA Policy and Procedures Instruction on Cost-Free Experts

(Click on the icon to open)

A:\IAEA - Cost-Free
Experts docs.pdf

APPENDIX L

IAEA Special Service Agreement for Cost-Free Experts

(Click on the icon to open)

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agreement re cost-fre

APPENDIX M

Benefits for DOE Employees Deployed to Iraq and Afghanistan

(Revised March 2013)

Introduction

This document addresses the types of pay, leave, and insurance benefits that are available to non-reimbursable detailees to DOS and DOD and employees deployed to permanent DOE positions, along with information on administering the benefits. Unless specifically stated that DOS or DOD pays, all expenses are paid by the employee's organization. This guidance should be used as a checklist when discussing deployments to Iraq and Afghanistan.

Pay and Hours of Duty

1. **Salary -** DOE employees who are not transferred to DOS or DOD will continue to receive their same salary that they would receive had they not been deployed, which includes locality pay. (Note: COLA differential does not apply.)

2. **Work Schedule** - Employees will be on a 5-day 8-hour schedule, but are expected to work 12-16 hours per day, depending on their work assignment, 6.5 - 7 days per week. Some employees have regular hours, such as 7AM to 9PM, while others work varying schedules in which they can work anytime day or night. Normally, 2 meal periods occur daily, which is non-compensable time. Also, see paragraph 5 regarding Sunday pay.

3. **Overtime** – Overtime may be either regularly scheduled or irregularly scheduled. To be regularly scheduled, the specific hour and day(s) must be known in advance of the administrative workweek in which it occurs. Because the work schedules vary daily among employees, Departmental elements will determine the appropriate form of compensation based on the employee's work assignment and reported time. DOE's policy is that the amount of overtime that occurs daily on a regular, recurring basis will be treated as regularly scheduled; any amount of overtime that fluctuates above that amount must be determined on a case-by-case basis.

Regularly scheduled overtime must be paid at the greater of 1.5 times the applicable locality pay rate for GS-10 step 1 or the employee's actual hourly rate and it is reported in the Automated Time Attendance and Production System (ATAAPS) as "OS". (Note: DFAS is paying the higher amount automatically.)

Irregularly scheduled overtime may be paid at the same rate as regularly scheduled overtime, compensated as compensatory time off, or a combination of both, depending on the grade of the employee (see the DOE Handbook on Overtime) or compensated as Administratively Uncontrollable Overtime (AUO) pay. DOE has authorized AUO pay in light of the known amount of irregular overtime per week and in consideration for program funding, since these funds

may adversely impact organizations financially. If the employee is receiving AUO pay, irregularly scheduled overtime up to the first 10 hours per week is coded in ATAAPS as "OA" and any additional hours are coded as "OU." If the employee is not receiving AUO pay, all irregularly scheduled overtime is coded as "OU."

AUO pay is paid based on the average hours worked per week over a reasonable period of time. Based on the work that was previously performed in Kuwait and what employees are being told during their orientation sessions, the average exceeds 9 hours per week significantly, so the maximum amount of 25% of base pay, including locality pay, is paid. A SF-50, Notice of Personnel, is needed to effect this pay in DFAS. The nature of action code (NOAC) is 818.

4. **Work at Night** - For regularly scheduled work performed during the hours of 6PM and 6AM, night differential is paid in addition to overtime pay and other applicable premiums. That differential is 10% of basic pay, i.e., locality pay or special salary rate. Employees are expected to work during daytime hours to the maximum extent possible to minimize these costs.

5. **Work on Sunday** - For regularly scheduled work performed on a Sunday, an employee is entitled to Sunday pay at the rate of 25% of basic pay, in addition to overtime and other applicable premiums. To receive this entitlement, the employee's tour of duty needs to be changed to Sunday through Thursday, unless the Sunday premium pay is rolled into the employee's basic pay rate (the latter applies to the Power Administrations regarding negotiated pay rates).

6. **Work on a Holiday** - For work performed on a holiday, an employee is entitled to holiday pay for up to 8 hours at the rate of 100% of basic pay, in addition to overtime and other applicable premiums.

7. **Danger Pay** – This benefit is paid when an employee has been in a country a minimum of 4 hours in a day at the following rates, which are a percentage of basic pay:

   Jordan – 15% Iraq – 25%-35% Afghanistan – 35%

   An SF-50 with a NOAC 946 should be prepared for the initial and final departure trips showing the exact times for each country in the remarks section. Fax a copy of the SF-50s to the DOE payroll staff (fax no. 301- 903-1054). Notify the payroll staff by email at PayrollCSRhelpdesk@hq.doe.gov of any change that occurs between the initial travel and departure dates. The email should show the dates and times of arrival and departure for each country. The employee's itinerary showing exact dates and times should come from the employee's compensatory time for travel worksheet (a copy of the worksheet can be attached to the email).

8. **Post (Hardship) Differential** - This is effective on the 43rd day, retroactive to the first day in a country, at the rate of % of basic pay. An SF-50 with a NOAC 943 should be prepared on the 43rd day and terminated upon departure or when the

employee has been out of the country for more than 30 days with the times of arrival and departure in the remarks section. Fax a copy of the SF-50s to the DOE payroll staff (fax no. 301- 903-1054).

9. **Waiver of the Bi-Weekly and Annual Pay Limitation** – The bi-weekly pay cap has been waived for all employees. This means that an employee's pay is subject to 2 annual pay limits: the annual aggregate limit, which is Executive Level I ($_____); and the premium pay limit, which is the greater of Executive Level V ($_____) or GS-15/10; special salary rates are capped at level IV ($_____). All earnings, including danger pay and foreign post differential, that are not paid due to the annual aggregate limit are deferred to the first pay period in the next year. Overtime, night differential, Sunday premium, holiday premium, and AUO pay are subject to the annual premium pay limit. All earnings that are not paid due to the annual premium pay limit are never paid. Basic pay is always paid. Earnings are projected each pay period to identify whether an employee is subject to either limit.

   The waiver of the annual premium pay *(has/has not)* been approved to the Vice President's salary ($_____) for exempt employees deployed to Iraq and Afghanistan for calendar year. This provision is retroactive to January 1.

   Higher graded employees are encouraged to project when they expect to reach the cap before they decide to accept the employment offer to be detailed.

   Organizations must provide the payroll staff a list of their employees who are being deployed so DFAS can manually override the payroll system to avoid the bi-weekly pay cap.

10. **Per Diem** – DOS and/or DOD provides meals, and lodging; DOE organizations are responsible for incidental expenses at $ per day.

11. **Travel Expenses** – DOE organizations are responsible for providing airfare to and from the overseas assignment.

12. **Compensatory Time For Travel** – Employees must provide their information on a timely basis in accordance with their organization's procedures. The employee's travel itinerary is used to determine eligibility for danger pay and post differential.

13. **Medical Services** – *(DOD/DOS)* provides local medical services or will medevac an employee out of the country. Employees must be medically cleared by DOE and DOS prior to departure.

14. **Health Insurance** – Employees should have a non-HMO type plan in case they choose to be treated by a local physician or dentists at their own expense. Employees may change their plan prior to departure or while overseas.

15. **Life Insurance** – FEGLI coverage is maintained at the current level; however, an employee may increase the amount of coverage subject to a physical exam (which is done as part of the medical clearance process).

16. **Workers' Compensation** – Employees are covered by the existing workers' compensation program.

17. **Death Gratuity** – In the event that an employee is killed while on assignment, the employee's family or estate will receive a death gratuity of $100,000.

18. **Regional Rest Breaks** – Employees are authorized one trip for every six-month period of assignment. Employees become eligible for the one trip after 90 days in country. Employees may select the location based on the amount of leave authorized; however, the maximum amount of the transportation cost that will be paid by DOE is the lowest fare to at the time the trip is scheduled. No lodging or per diem will be paid. Employees are authorized up to 5 days of excused absence (administrative leave) and annual leave up to the maximum allowable time off by the employee's supervisor in Iraq or Afghanistan consistent with Chief of Mission guidelines (currently 12 calendar days).

19. **Home Visits** – The primary purpose of these trips is for rest and relaxation in the United States (U.S.). Employees are authorized a home visit periodically, e.g., one trip every 6 months in lieu of a regional rest break, in which annual leave, home leave, if eligible, LWOP, or compensatory time is authorized by the employee's supervisor in Iraq or Afghanistan consistent with DOE leave policies and Chief of Mission guidelines (currently a maximum of 21 calendar days including travel time). Departmental elements may limit the number of home visits per year based on the availability of funds. Travel time to and from the employee's home destination is <u>not</u> charged as leave.

20. **Consultation Trips** – The primary purpose of these trips is to conduct official business in the U.S. They will be authorized and paid consistent with the agreements with DOS and DOD. Employees are in a duty status to and from the US and during the consultation period(s).

21. **Leave** – Employees may request annual leave or LWOP before or after their detail or while in transit to and from their overseas location, for a regional rest break or home visit, and in conjunction with a consultation trip. The amount of annual leave, LWOP, or compensatory time that will be authorized will be determined by the applicable supervisor while on detail based on Chief of Mission guidelines for the maximum amount of days that an employee may be away from post or the employee's supervisor prior to departure or upon returning to DOE; however, the total amount of leave and excused absence for regional rest breaks, home visits, and consultation trips may not exceed 63 calendar days for the year of assignment. Unused annual leave should be restored since the war on terrorism is regarded as an exigency of public service. Home leave will be earned. Employees may be authorized excused absence to make arrangements to depart, e.g., to obtain a physical from a private physician for a medical clearance, or upon returning from overseas to resettle, e.g., to make arrangements to have utilities

turned on, if that cannot be accomplished outside of normal work hours. (Note: employees are in a duty status while attending training at the Foreign Training Institute or other required training location prior to departure).

For questions concerning this information, contact Bruce Murray at bruce.murray@hq.doe.gov or (202) 586-3372 or the payroll staff at PayrollCSRhelpdesk@hq.doe.gov or 301-903-42500 (phone) or fax payroll at 301-903-1054.

APPENDIX N

U.S. Department of Energy

Tour Renewal Agreement for an Overseas Assignment

(Revised March 2013)

AMENDMENT

This amends the service agreement between the Department of Energy (DOE) and ___*(employee's name)*_____ effective _____*(date)*_____ to read as follows:

> Your assignment in _____*(city & country)*____ is extended for ____ months effective the date that you return overseas, on or about _____*(date)*_____.

All other terms and conditions remain unchanged. This amendment is regarded as a Tour Renewal Agreement for purposes of travel allowances in accordance with the Federal Travel Regulation (FTR).

_____	_____
Employee's Signature	Date
_____	_____
Authorizing Management Official	Date
_____	_____
Travel/Transportation Official	Date
_____	_____
Office of International Operations, NNSA	Date
_____	_____
Human Resources Official	Date

Distribution:

Original – Electronic Official Personnel File (eOPF)
Copy – Payroll Staff, CF
Travel/Transportation Staff, CF
Departmental element
Office of International Operations, NNSA

Notes:

1) *This form is to be used for an extension of at least 12 months from the date that the employee returns to the overseas position when utilizing accrued home leave and when there is no change in assignment. If the original service agreement is being extended for another reason, then use the Amendment at Appendix O. If the employee is being assigned to a new position, then a new service agreement is needed.*

2) *If any other change is needed, then specify it following the paragraph regarding the extension.*

3) *An SF-52 and SF-50 must be issued to change the end date for a temporary or permanent position. Only an SF-52 is needed for a detail (TDY).*

APPENDIX O

U.S. Department of Energy

Service Agreement for an Overseas Assignment

AMENDMENT

This amends the service agreement between the Department of Energy (DOE) and ___*(employee's name)*_____ effective _____*(date)*_____ to read as follows:

> *(Insert the change(s) here; e.g., Your assignment in ____(city and country)___ is extended for 1 month so that it ends _(date)_ in order to (describe the reason for the extension).)*

All other terms and conditions remain unchanged. This amendment is not regarded as a Tour Renewal Agreement for purposes of travel allowances in accordance with the Federal Travel Regulation (FTR).

_____	_____
Employee's Signature	Date
_____	_____
Authorizing Management Official	Date
_____	_____
Travel/Transportation Official, CF	Date
_____	_____
Office of International Operations, NNSA	Date
_____	_____
Human Resources Official	Date

Distribution:

Original – Electronic Official Personnel File (eOPF)
Copy – Payroll Staff, CF
Travel/Transportation Staff, CF
Departmental element
Office of International Operations, NNSA