

# DEPARTMENT OF ENERGY

## Service Agreement for an Overseas Position

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| <b>Introduction</b> | This is an employment agreement between the Department of Energy (DOE) and _____ (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. |
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| <b>Effective Date</b> | 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. |
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| <b>Assigned Position, Location, and Length of Tour</b> | You are being assigned as a _____, GS-_____, to _____ (location) for a period of _____ year(s) beginning with the date of your arrival at that location. The _____-year period ends while you are overseas. If offered and mutually agreed to, you may be extended for another _____-year period. If the assignment is extended, you will be required to sign an extension agreement. |
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| <b>Promotions and Return Rights</b> | This position ( <i>does/does not</i> ) have promotion potential. Upon completion of your tour, you have return rights to a position at ( <i>the highest grade level held while overseas</i> ) in _____ (organization). |
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| <b>Pay and Pay Allowances</b> | <p>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 will be determined by the amount of the general increase applicable to all schedules.</p> <p>The following pay allowances are authorized in accordance with Section 920 of the Department of State Standardized Regulations (DSSR) when marked:</p> <p>_____ 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 of basic pay and included in your biweekly paycheck. The current allowance for your duty location is ____%. The amount of the allowance determines the earning rate for home leave.</p> <p>_____ Post 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 amount of the differential for your duty location is ____%.</p> <p>Pay allowances are subject to change periodically. Notice is provided DOE on a quarterly basis. When this occurs, the change will take effect retroactively to the effective date.</p> <p>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.</p> <p><b>Reference:</b> <a href="http://www.state.gov/m/a/als/920/">http://www.state.gov/m/a/als/920/</a></p> |
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| <b>Local Income Tax</b> | There <u>is/is no</u> local income tax that will be deducted for the country to which you are assigned. |
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**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.

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**Dependent(s)** You are authorized to take your eligible family members with you at DOE expense if you choose to do so. Those dependents who are authorized to accompany you are specified on the attached SF-1190, Foreign Allowances Application, Grant and Report. 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.

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**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.

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**Travel and Transportation Allowances** Travel and transportation costs for you and your immediate family, including your household goods, to and from your overseas location will be paid by DOE in accordance with the applicable sections of the FTR, DSSR, and DOE 1500.2A 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 1500.2A. 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 paragraph 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 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. Also, if one or more of your dependents are authorized travel expenses to attend a college or university, DOE will pay that cost in accordance with the DSSR.

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| <b>Relocation Income Tax Allowance</b> | DOE will reimburse any Federal, state, or local income tax liability that you incur as a result of expenses paid by DOE that are associated with your move. |
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| <b>Quarters Allowance</b> | The type and amount of allowance for housing is specified on the attached SF-1190, Foreign Allowances Application, Grant and Report. |
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| <b>Education Allowance</b> | 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. |
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| <b>Medical Clearance and Coverage</b> | 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 another two years, then you must renew your and your dependent's(s') clearances. |
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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 \_\_\_\_\_.

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**Security Clearance** You are required to maintain a \_\_\_\_ level clearance/access authorization at all times in your overseas position.

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**Residence** At the time of selection or renewal for this overseas assignment, your place of residence for determining travel and transportation expenses upon your return is \_\_\_\_\_. Your place of residence for income tax purposes and voting is \_\_\_\_\_. The home leave address of record is \_\_\_\_\_.

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**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.

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**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. 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.

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Employee's Signature

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Date

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Authorizing Management Official

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Date

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Travel/Transportation Official

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Date

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Human Resources Official

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Date

Attachments:

Travel and Transportation Allowances

SF-50

SF-1190

## Travel and Transportation Allowances For

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 based on the DSSR (STR 123.3):
  - a. Up to 90 days for you and your family member(s) upon arriving at the overseas post.
  - b. Up to 30 days for you and your family member(s) preceding departure from the overseas post.
- 4. Shipment of household goods up to \_\_\_\_\_ pounds and temporary storage of those goods at the overseas location up to 60 days until you are able to occupy your quarters.
- 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).
- 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 Fee for the rental of your existing residence, not to exceed \$200.00 per month, and 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.
- 9. Periodic travel to and from a kindergarten, elementary, or secondary school located overseas (see paragraph 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 assignment post, based on the DSSR (STR 242.3).
- 12. Home service transfer allowance, not to exceed consecutive 60 days (approved in 30-day increments), 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 sign a separate certification (also referred to as a service agreement; see paragraph 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.

