(d) If none of the above, to the executor of the estate.

(e) If none of the above, to the next of kin under the laws of the State in which the employee lived at the time of death.

(2) A designation may be made or updated at any time by
| using Standard Form 2808. |Upon completion, the form should be sent
| directly to the Office of Personnel Management for validation. The
| forwarding address is on the form. The Bureau cannot validate this
| form.| It is important to keep the designation of beneficiary current. Changes in family status without a corresponding change in the designation of beneficiary may result in a settlement other than that intended by the employee.

(3) A designation of beneficiary is for a lump-sum death benefit only and does not affect the right of any person who is entitled to a survivor benefit.

**EffDte: 05/30/1996 MCRT#: 550 Div: D3 Cav: SecCls:

18-2.18 Medicare Benefits (See 18-3.18.)

(1) All CSRS employees began paying the Medicare portion of the FICA tax on January 1, 1983. At the age of 65, whether retired or still in service, employees are eligible for Medicare Part A - Hospital Insurance without paying a monthly premium.

(2) Medicare Part B - Supplementary Medical Insurance is
| also available for a monthly premium.

(3) After retirement, Medicare becomes the primary insurance payer and the annuitant's Federal Employees Health Benefits (FEHB) plan becomes the secondary payer.

**EffDte: 04/22/1999 MCRT#: 876 Div: D3 Cav: SecCls:

18-3 FEDERAL EMPLOYEES RETIREMENT SYSTEM (FERS)

Unlike CSRS, which derives its entire benefit from a single pension, FERS is a three-tiered retirement plan. All FERS employees are mandatorily covered by Social Security (see Section 18-5). In addition, all FERS employees belong to the Thrift Savings Plan (TSP), regardless of whether or not they personally contribute to the TSP (see Section 18-4). The third tier of FERS is the FERS Basic Benefit, an annuity similar to the CSRS annuity and likewise administered by the United States Office of Personnel Management

(OPM). FERS covers all employees first hired since 1984, as well as
| those former CSRS-covered employees who transferred to FERS during|a
| FERS|open season or following a break in service from which they
returned after 1986.

**EffDte: 08/26/2002 MCRT#: 1224 Div: D3 Cav: SecCls:

| 18-3.1 |Eligibility for FERS Basic Benefit (See 18-3.1.2, 18-3.16 and 18-3.19 (2) & (3)).|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| |18-3.1.1 Immediate Retirement - Unreduced

| Employees are vested after five years of civilian Federal
| service. Unlike CSRS, there is no "one-out-of-two" minimum coverage
| requirement immediately prior to separation. Age and years-of-service
| requirements are shown below:

AGE	YEARS OF SERVICE	SPECIAL CONDITIONS
62	5	None
60	20	None
Minimum Retirement Age (MRA)	30	None for unreduced annuity. See Section 18-3.1.2 below for MRA table.
50 Any	20 25	Must be involuntarily separated (i.e., major reorganization or reduction in force (RIF)). Unlike CSRS, no reduction for retiring under age 55.
50 Any	20 25	Law Enforcement (the years on the chart represent the minimum number of years of FEDERAL CIVILIAN LAW ENFORCEMENT OFFICER SERVICE needed to retire at the listed age). (See 18-3.19.)|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| |18-3.1.2 Immediate Retirement - Reduced (See 18-3.1.1 and 18-3.16.)

| An employee can retire under FERS after just ten years of
| service if he/she retires at the FERS Minimum Retirement Age (MRA).
| However, if the employee does not meet the age-and-service
| requirements under Section 18-3.1.1 above for an unreduced immediate
| retirement, his/her FERS Basic Benefit annuity will be reduced by 5
| percent for each year he/she is under age 62 at the time the annuity
| begins. The annuity reduction, once made, will not decrease as the
| retiree gets closer to age 62. However, an employee who is at or over
| his/her MRA and has at least ten years of service on the date he/she
| leaves the Government may elect not to file for retirement until a
| later date, thereby diminishing the amount of the reduction (or
| eliminating it altogether if he/she files at age 62). Such a
| retirement would still be considered immediate for continuing the
| employee's Federal health and life insurance into retirement. The
| table for finding an employee's FERS MRA is shown below:

YEAR OF BIRTH	MRA
Before 1948	55 years
1948	55 years, 2 months
1949	55 years, 4 months
1950	55 years, 6 months
1951	55 years, 8 months
1952	55 years, 10 months
1953 through 1964	56 years
1965	56 years, 2 months
1966	56 years, 4 months
1967	56 years, 6 months
1968	56 years, 8 months
1969	56 years, 10 months
After 1969	57 years

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18-3.1.3 Mandatory Retirement

| |Section 8425(b), Title 5, United States Code, requires law
| enforcement officers covered by FERS to|retire no later than the end
of the month in which they become 57 years old, provided they have at
least 20 years of federal civilian law enforcement officer service.
If they do not have 20 such years at the age of 57, they must retire
no later than the last day of the month in which they acquire 20 years
| of federal civilian law enforcement officer service. |Exceptions to
| mandatory retirement may be made by the agency head as described in
| MAOP, Part I, 18-3.1.4.|

**EffDte: 05/30/1996 MCRT#: 550 Div: D3 Cav: SecCls:

18-3.1.4 Exceptions to Mandatory Retirement (See MAOP, Part 1, 18-3.1.3.)

| |The procedures for requesting and granting exemptions from
| mandatory retirement for Special Agents covered by FERS are the same
| as for those covered by CSRS. (See MAOP, Part 1, 18-2.1.3.)|
|

**EffDte: 04/22/1999 MCRT#: 876 Div: D3 Cav: SecCls:

| |18-3.2 Credit for Service

| Credit is given for years, months, and days of civilian
| service and military service on the date of retirement. (See
| important details concerning military deposits in Section 18-3.9.).
| Sick leave is not given retirement credit under FERS unless the
| retiring employee had at least five years of CSRS-creditable civilian
| service prior to joining FERS. In such a case, the lesser of (a) the
| sick leave balance as of the separation date, or (b) the sick leave
| balance as of the date the employee transferred from CSRS to FERS is
| converted to years, months, and days of credit and added to the CSRS
| component of the FERS Basic Benefit in the manner outlined in Section
| 18-2.2. (See Section 18-3.4 for definition of CSRS component.) As
| under CSRS, only years and months of combined service are used in
| computing the FERS Basic Benefit after the total length of service has
| been determined.|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| 18-3.3 |"High-Three" Average Salary

| The total service (years and months) and the "high-three"
| average salary are the two factors used in computing the FERS Basic
| Benefit. Any consecutive three years of service may be used for the
| "high-three" average, and the "high-three" is determined in the same
| manner as for CSRS annuities (see Section 18-2.3).|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| 18-3.4 |Computing the Annuity (See 18-3.2, 18-3.7(2), 18-3.8(2), 18-3.10(3), 18-5.5(4) and 18-5.6(3).)

| (1) The general formula used to determine the amount of
| the annual FERS Basic Benefit is:

| 1% X "high-three" average X length of service

| Special law enforcement retirement rules provide the
| following FERS Basic Benefit computation for Special Agents:

| 1.7% X "high-three" average X each of first 20 years

| plus

| 1% X "high-three" average X each year over 20

| Employees who retire at age 62 or older and have at least
| 20 years of creditable service at the time of retirement have their
| FERS Basic Benefits computed at:

| 1.1% X "high-three" average X length of service

| (2) Employees previously covered under CSRS who had
| either (a) five years of CSRS-creditable civilian service as of the
| day of their last separation from the Government and return from the
| break in service after 1/1/87, with at least some of that service
| subject to CSRS payroll deductions, or (b) five years of CSRS-
| creditable civilian service as of 12/31/86, regardless of whether any
| of it was subject to CSRS payroll deductions if continuously employed
| since then, will have a portion of their FERS Basic Benefits
| determined under the CSRS computation rules outlined in Section
| 18-2.4. This is known as a CSRS component to their FERS Basic
| Benefits, and applies to (a) all civilian service subject only to the
| CSRS (not to CSRS Offset or the 1984-86 "interim plan"), (b) all
| deposit service performed prior to becoming subject to FERS, and (c)
| all military service performed prior to becoming subject to FERS.
| The annuity for remaining service to the employees' credit will be
| computed under the FERS formula described above.

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18-3.5 Contribution Rates

(1) Because all FERS employees pay the full FICA tax, the FERS law links employee contributions to the percentage of salary paid for the Social Security portion of the tax. FERS-covered employees pay the same as employees covered by CSRS; however, the FERS contribution is offset by the 6.2 percent Social Security tax.
| Therefore, the FERS|contribution is 0.80 percent of base pay and
| locality pay. Agents pay 1.3 percent of base pay, locality pay and
| availability pay to FERS.|
|
(2) The Social Security contribution and benefit base is
| |$84,000 in 2002.| FERS-covered employees earning more than this base
are still subject to the FERS withholding rates described above
(unlike CSRS Offset, which would revert to the full withholding rates

for the pay exceeding the base).

**EffDte: 08/26/2002 MCRT#: 1224 Div: D3 Cav: SecCls:

| |18-3.6 Voluntary Contributions

| Since all FERS-covered employees automatically belong to
| the Thrift Savings Plan, the FERS law does not permit any FERS-covered
| employee to make voluntary contributions to the Civil Service
| Retirement and Disability Fund. This is true even for those former
| CSRS employees who had opened voluntary contribution accounts under
| CSRS before transferring to FERS. However, such employees may
| continue to hold their voluntary contribution accounts, and the
| voluntary contributions made under CSRS will continue to earn interest
| while the employees are covered by FERS. No new contributions may be
| made to those accounts after transferring to FERS.|

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| |18-3.7 Deposits

| (1) A significant difference between CSRS and FERS is
| that deposits for civilian service performed after 12/31/88 which was
| not previously subject to CSRS or FERS withholdings may not be made
| under FERS. Deposits may be made for such civilian service if it was
| performed before 1/1/89.

| (2) The amount of a deposit made under FERS depends on
| when the service was performed and how it will be credited. For
| former CSRS-covered employees whose deposit service would be credited
| as part of the CSRS component of their FERS Basic Benefits (see
| explanation in Section 18-3.4), the amount of the deposit for such
| service would be 7 percent of basic pay for the period to be credited,
| plus appropriate interest (see Sections 18-2.6 and 18-2.7). Since
| other periods of nondeduction service performed before 1/1/89 would
| be given credit under FERS rules (and applied to the FERS portion of
| the Basic Benefit), those deposits would be at 1.3 percent of basic
| pay for service performed through 1987 and 0.94 percent of basic pay
| for service performed in 1988, plus appropriate interest as described
| above.

| (3) Unpaid deposits under FERS can be paid at any time
| prior to retirement by filing Standard Form 3108.|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| |18-3.8 Redeposits (See 18-3.16.)

| (1) Another major difference between CSRS and FERS
| involves the right to redeposit refunded contributions after an
| employee returns to the Federal service. If a FERS-covered employee
| leaves the Government and receives a refund of FERS contributions for
| a period of service subject to FERS, he/she may not redeposit the
| refund upon returning to the Federal service.

| (2) Two types of refunds may be redeposited under FERS,
| and both involve previous CSRS-covered service. If a former CSRS-
| covered employee transfers to FERS with enough previous service to
| make a CSRS component in his/her FERS Basic Benefit (see explanation
| in Section 18-3.4) and had received a refund of his/her CSRS
| contributions for that service, the refund may be redeposited while in
| a FERS-covered position. In such a case, the amount of the deposit
| and the interest accrual will be under the CSRS rules in Section
| 18-2.8 (since the recredited service will lie within the CSRS
| component). If a former CSRS-covered employee resigns from the
| Government with fewer than five years of CSRS-covered service
| (thereby not qualifying for a CSRS component upon joining FERS),
| receives a refund of that service, and then returns to the Federal
| service under mandatory FERS coverage, that refund may also be
| redeposited while in a FERS-covered position. However, if that
| employee should leave the Federal service again and receive a FERS
| refund, that redeposited period of service would be considered FERS
| covered service and may not be redeposited again.

| (3) As is the case for deposits under FERS, redeposits
| can be paid at any time prior to retirement by filing Standard Form
| 3108.|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| |18-3.9 Military Service Credit and Deposits (See 18-3.2.)

| (1) The same types of military service creditable under
| CSRS (see Section 18-2.9) are creditable under FERS. The CSRS rules
| governing treatment of military retired pay (see Section 18-2.9) also
| apply to FERS.

| (2) A major difference between the systems is the
| treatment of military service performed after 1956. Under CSRS,
| provisions are made to make deposit for such service in order to avoid
| annuity reductions at age 62 based on simultaneous Social Security
| eligibility. However, there are some circumstances where CSRS
| employees hired before 10/1/82 can elect not to make the deposit.
| Under FERS, all employees are mandatorily subject to Social Security,
| and the FERS law assumes all employees will qualify for Social
| Security benefits at age 62. Therefore, the FERS law requires a
| deposit to be made for creditable military service performed after

| 1956 (even if the employee first entered on duty prior to 10/1/82), or
| no credit will be given for such service for either eligibility or
| computation purposes under FERS. The amount of the deposit also
| differs under FERS; employees with no CSRS component in their FERS
| Basic Benefits would pay 3 percent of their military base pay
| earned while on active duty. Compound interest would begin to accrue
| on the second anniversary of their entry into FERS coverage. On the
| other hand, employees who performed military service prior to joining
| FERS and who would have a CSRS component in their FERS Basic Benefits
| would have the military service applied to the CSRS component. This
| would mean that the post-1956 military service credit deposit would be
| made under the CSRS rules in Section 18-2.9. In all cases, military
| deposits must be made to the Bureau prior to retirement.|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| |18-3.10 Disability Retirement (See 18-5.3(3).)

| (1) Under FERS, an employee is eligible for disability
| benefits after 18 months of service, regardless of whether the service
| was performed under FERS alone or some of it was performed under CSRS.
| Application is made to OPM. After reviewing the application and
| supporting documentation, OPM makes the determination as to whether
| all criteria for a disability retirement benefit are met. Other than
| the minimum length of service, the eligibility rules for disability
| retirement under FERS are the same as for CSRS (see Section 18-2.10).

| (2) Since FERS employees are covered by Social Security,
| and since the Social Security program also offers disability benefits,
| the disability benefit computation under FERS takes into account an
| employee's eligibility for Social Security disability benefits. At
| the time an employee applies for FERS disability retirement, he/she
| must also contact the Social Security Administration (SSA) to
| determine whether he/she also qualifies for Social Security disability
| benefits. This contact must be made even if the employee has not met
| the minimum number-of-quarters-of-coverage requirement for Social
| Security benefits, disability or otherwise. SSA's answer will be
| included in the employee's FERS disability paperwork OPM will use to
| compute benefits. The definition of "disability" is stricter for
| Social Security purposes than it is for CSRS or FERS (i.e., Social
| Security requires an employee to be unable to perform any job, not
| just his/her current one), so in most cases, employees will not
| qualify simultaneously for both benefits.

| (3) If the retiring employee is not eligible for Social
| Security disability benefits, his/her FERS Basic Benefit would be:

| First year: 60% of "high-three" average salary

| Second year and all future years until employee reaches age 62: 40%
| of "high-three" average salary

| All years after reaching age 62: FERS Basic Benefit computed under
| the nondisability rules in Section 18-3.4; however, the length of time
| between the employee's separation and his/her 62nd birthday is added
| to his/her length of creditable service in computing the non-
| disability FERS Basic Benefit.

| (4) If the retiring employee is eligible for Social
| Security disability benefits as well as a FERS disability retirement,
| the FERS Basic Benefit in the first year of retirement is reduced by
| 100 percent of his/her Social Security disability benefit. The FERS
| Basic Benefit for the second year and all years before reaching age 62
| is reduced by 60 percent of his/her Social Security disability
| benefit. After the employee reaches age 62, he/she receives a non-
| disability FERS Basic Benefit computed in the manner described above.

| (5) Under FERS, the 80 percent limit on earnings from
| wages and/or self-employment, as well as OPM's right to request
| medical evidence of continued disability, are the same as for CSRS
| disability retirees (see Section 18-2.10).|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

18-3.11 Survivor Benefits - Death in Service (See 18-3.12(4).)

(1) If an employee dies while covered by FERS (with or without eligibility for a CSRS component) after 18 months of civilian service, his/her spouse will receive a special lump-sum payment called the Basic Employee Death Benefit (BEDB), provided they were married for at least nine months. The BEDB consists of an indexed amount
| |($24,000 in 2002),|plus the greater of (a) 50 percent of the deceased employee's "high-three" average salary, or (b) 50 percent of the deceased employee's final annual salary rate. Even though the BEDB is a one-time payment, the survivor would still qualify to continue Federal Employees Health Benefits (FEHB) coverage if the employee had a self-and-family FEHB plan at the time of death. FEHB premium payments would then be paid directly to OPM.

(2) If an employee dies while covered by FERS after ten or more years of creditable service, his/her spouse will receive both the BEDB and an annuity, provided they were married for at least nine months. As under CSRS, the marriage duration requirement does not apply if the death was accidental or if there is a child of the marriage. FEHB coverage can also continue for the survivor if the employee had a self-and-family FEHB plan at the time of death.

(3) The spousal survivor annuity is 50 percent of what the FERS Basic Benefit would have been if the employee had been eligible to retire on the date of death. This is true even if the employee had a CSRS component to the FERS Basic Benefit or if the employee was a Special Agent or other law enforcement officer.

The survivor annuity for the spouse of an Agent who at the time of

death had served at least 20 years as a federal law enforcement officer but had not yet reached age 50 will be computed as if the Agent had met the eligibility requirements for law enforcement retirement. The formula for law enforcement retirement given in MAOP, Part 1, 18-3.4 will be used in computing the annuity, resulting in a higher survivor annuity.

(4) Regardless of whether the surviving spouse receives the BEDB alone, the BEDB with a survivor annuity, or no benefit, unmarried dependent children under age 18 (or 22 if they are full-time students) would receive a fixed-rate survivor annuity if the employee dies in service. A child over age 22 incapable of self-support because of a disability incurred before the age of 18 will receive an annuity indefinitely unless the child becomes capable of self-support.

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| |18-3.12 Survivor Benefits - After Retirement

| (1) As under CSRS, a retiring employee may elect a
| survivor benefit under FERS, with a corresponding reduction in his/her
| monthly annuity. The maximum survivor annuity under FERS is 50
| percent of the employee's full FERS Basic Benefit (with or without a
| CSRS component). If the employee elects to provide this maximum,
| his/her FERS Basic Benefit will be reduced by 10 percent. For
| example, if the full FERS Basic Benefit is $33,600, the reduction for
| a maximum survivor annuity is $3,360, and at the time of the
| annuitant's death, the surviving spouse will receive 50 percent of
| $33,600, or $16,800 per year. The reduction in the annuity ceases if
| the spouse predeceases the retiree.

| (2) A retiring employee may elect to provide half of the
| maximum survivor annuity (or 25 percent of the full FERS Basic
| Benefit). Unlike CSRS, no other percentage of the FERS Basic Benefit
| can be used as the base for a survivor benefit. The retiring employee
| can also elect to provide no survivor annuity for his/her spouse. As
| is true under CSRS, OPM will honor the half-survivorship or no-
| survivorship elections only if the retiring employee provides his/her
| spouse's notarized signed consent to the lower benefit.

| (3) If a retiree dies leaving a spouse younger than age
| 60 (when the spouse would qualify to receive Social Security survivor
| benefits), the spouse will receive a Special Retirement Supplement in
| addition to the FERS survivor annuity. The Supplement would be the
| lesser of (a) the benefit the spouse would receive if the employee had
| been under CSRS, minus the regular FERS benefit, or (b) the estimated
| Social Security survivor benefit the spouse would receive at age 60.
| The Supplement would be paid until the spouse qualifies for the Social
| Security survivor benefit.

| (4) The provisions regarding former spouse benefits,
| post-retirement survivor annuity elections, the spouse's loss of the

| survivor benefit due to remarriage under age 55, and "insurable
| interest" elections described in Section 18-2.12 for CSRS survivor
| benefits also apply to FERS. Survivor benefits for unmarried
| dependent children of retirees are the same as described in Section
| 18-3.11.|

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| |18-3.13 Survivor Benefits - Former Employee's Death

| (1) Unlike CSRS, survivor annuities are available to
| surviving spouses of former employees who resigned from the
| Government, did not receive a refund of their retirement
| contributions, and died before qualifying for a deferred annuity. The
| former employee must have had at least ten years of creditable service
| by the time of his/her death, at least five of which were covered by
| CSRS/FERS deductions or deposits. Also, the spouse had to be married
| to the employee on the day he/she separated from the Federal service.
| As with survivor annuities for survivors of retirees, former spouses
| may receive this survivor annuity based on the death of a qualifying
| former employee if so directed by a court order.

| (2) The survivor can elect to receive this annuity either
| the day after the former employee would have been eligible for an
| unreduced FERS Basic Benefit, or the day after death. If the former
| date is chosen, the survivor annuity will be 50 percent of the
| deceased former employee's FERS Basic Benefit. If the latter date is
| chosen, that survivor annuity is actuarially reduced.

| (3) The survivor can also decline this survivor annuity
| and elect to receive the lump-sum credit (i.e., the refund of the
| unexpended balance of the former employee's retirement
| contributions).|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| |18-3.14 Alternative Form of Annuity (AFA)

| The rules governing the AFA under CSRS described in
| Section 18-2.14 also apply to FERS.|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| |18-3.15 Cost of Living Adjustment (COLA) for Annuitants

| The rules governing COLA's for CSRS annuitants described
| in Section 18-2.15 apply to FERS, with two significant exceptions.
| The COLA under FERS is one percentage point below the percentage
| increase in the Consumer Price Index during the preceding Fiscal Year
| if that percentage increase is 3 percent or greater; otherwise,
| the FERS and CSRS COLA's are identical. The other difference is that
| COLA's under FERS are not paid to retirees under age 62, even if they
| retired earlier than age 62, unless they are (a) disability retirees,
| (b) retired Special Agents or other law enforcement officers, or (c)
| survivor annuitants. In those three cases, COLA's are paid in
| accordance with the same schedule as in Section 18-2.15. In
| addition, FERS retirees with a CSRS component would have that
| component increased by the full CSRS COLA each year (once they have
| completed the first year of their retirements). The FERS COLA rules
| and payment schedule would apply to the FERS component of their Basic
| Benefits.|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| |18-3.16 Leaving Bureau Service Prior to Eligibility

| Employees who resign prior to qualifying for an immediate
| FERS Basic Benefit have several options. They may take a refund of
| their retirement contributions (but they should remember that refunds
| of FERS contributions may not be redeposited if they later return to
| the Federal service--see Section 18-3.8). If they do not take a
| refund, they may apply for a deferred FERS Basic Benefit (a) at their
| MRA if they have at least ten years of creditable service (but they
| should note the reductions for retiring under age 62 in Section
| 18-3.1.2), or (b) at age 62 if they have at least five
| years of creditable service and want to avoid reductions for retiring
| under that age (see Section 18-3.1.1).|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| |18-3.17 Beneficiary Designation (See MAOP, Part I, 20-17 thru 20-17.5.)

| The rules governing designations of beneficiaries
| (including the order of precedence) described in Section 18-2.17 for
| CSRS employees also apply to FERS. The FERS designation of
| beneficiary form is Standard Form 3102, which should be filed with the
| Bureau (not with OPM, as is the case under CSRS).|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| |18-3.18 Medicare Benefits

| The rules concerning Medicare benefits for Federal
| employees outlined in Section 18-2.18 also apply to FERS-covered
| employees. Since all FERS-covered employees pay the full FICA tax
| (including the Medicare portion), all FERS-covered Federal civilian
| service is fully creditable for Medicare purposes.|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| |18-3.19 Special Retirement Supplement

| (1) FERS retirees depend on three sources of post-
| retirement income; the FERS Basic Benefit, the Thrift Savings Plan,
| and Social Security. However, Social Security does not begin paying
| nondisability benefits until a retiree reaches age 62. Because many
| FERS-covered employees may retire before reaching that age, the FERS
| law authorizes a Special Retirement Supplement to be added to the
| Basic Benefits of certain FERS-covered employees who retire before
| reaching age 62. This Supplement is meant to "fill in" for some of
| the retirees' future Social Security-derived income, and it is paid to
| retirees until they qualify for Social Security at age 62.

| (2) Special Agents retiring under the law enforcement
| officer rules in Section 18-3.1.1 are eligible for the Special
| Retirement Supplement. So are other employees who retire on an
| immediate FERS Basic Benefit (a) at their MRA with
| at least 30 years of service, or (b) at age 60 after 20 years of
| service.

| (3) The Special Retirement Supplement is computed by
| multiplying a retiring employee's estimated full-career Social
| Security benefit (a full career for Social Security purposes is 40
| years) by the number of full calendar years the employee worked under
| FERS, then dividing that result by 40. Since the Supplement is
| designed to replace a portion of Social Security benefits until the
| employee qualifies for Social Security, the Supplement is subject to
| the Social Security earnings test. If the employee, after retirement,
| earns more than the Social Security earnings limit, the Supplement is
| reduced by half of the amount by which his/her earnings exceed the
| limit. Special Agents retiring under the law enforcement officer
| rules in Section 18-3.1.1 are not subject to the earnings test prior
| to age 55.|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| 18-4 |THRIFT SAVINGS PLAN (TSP)| (See 18-3.)

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

18-4.1 Definition of TSP

The TSP is a tax-deferred retirement savings plan, similar to a 401-K plan or an Individual Retirement Account (IRA). Contributions must be made on a regular basis and are deducted from
| the employee's|pay.|

**EffDte: 08/26/2002 MCRT#: 1224 Div: D3 Cav: SecCls:

| 18-4.1.1 |Deleted|

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| 18-4.1.2 |Deleted|

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| 18-4.1.3 |Deleted|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

18-4.2 Eligibility to Participate

| |All employees in a covered position under CSRS or FERS
| may participate in the TSP.|

**EffDte: 08/26/2002 MCRT#: 1224 Div: D3 Cav: SecCls:

18-4.3 TSP Open Season

(1) There are two TSP open seasons each year. The first
| open season begins|April 15|and ends|June 30.| The second
| open season begins|October 15|and ends|December 31.|

(2) During the TSP open seasons, employees may start,

stop, increase, or decrease their TSP contribution by submitting a
| completed TSP-1 election|form.|

**EffDte: 08/26/2002 MCRT#: 1224 Div: D3 Cav: SecCls:

| 18-4.3.1 |Deleted|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| 18-4.3.2 |Deleted|

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| 18-4.3.3 |Deleted|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

18-4.4 Maximum TSP Contribution Rates

TSP contributions are withheld from an employee's basic pay, locality pay and availability pay. Employees covered by the
| FERS may contribute up to|12|percent of their|pay, and CSRS employees
| may contribute seven percent of their pay in 2002. These
| percentages will increase by one percent each calendar year until 2006
| when there will no longer be a percentage limit.| The Internal
| Revenue Service|(IRS) imposes|a maximum contribution amount
| allowable each year. |This limit is set at $11,000 in 2002 and will
| increase $1,000 each year until 2006. The limit will be set at
| $15,000 in 2006 and future years.|

**EffDte: 08/26/2002 MCRT#: 1224 Div: D3 Cav: SecCls:

18-4.5 Government TSP Contributions

(1) Employees covered by CSRS do not receive any TSP contributions from the Bureau.

(2) The Bureau automatically contributes 1 percent into the TSP for employees covered by FERS. The Bureau will match, dollar for dollar, the first 3 percent contributed by employees covered by

FERS, plus the automatic 1 percent. The Bureau will also contribute 50 cents on the dollar, for the 4th and 5th percent contributed by the employee. Therefore, employees who contribute 5 percent of their pay to the TSP will have 4 percent of matching contributions plus the
| automatic 1 percent contributed by the Bureau. |Although FERS
| participants may contribute to TSP as soon as employment begins, the
| Bureau's contributions do not begin until the second TSP open season
| after the employment began.|

**EffDte: 08/26/2002 MCRT#: 1224 Div: D3 Cav: SecCls:

| 18-4.6 Investment Options

Employees may diversify their investment by allocating their TSP contributions, including the government's contributions,
| into|five|different funds. Any combination of|investments is
| permitted.|

| The|five|funds are described as follows:

The G Fund is invested in Government securities. This is a risk-free investment and returns a competitive variable rate of interest.

The F Fund is a corporate bond market fund with investments in insurance companies and mortgages. Some risk is involved in F Fund investments.

The C Fund is a stock index fund with investments in common stocks. This fund allows a greater return; however, it also carries a greater risk.

| |The S Fund is a stock fund invested in small U.S. companies.

| The I Fund is a stock fund invested in international companies.|

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| 18-4.7 Interfund Transfers|and Allocation of Future Contributions|

| (1) |TSP participants may reallocate future contributions
| or contributions already in their account|by using the ThriftLine,|the
| web site,|OR by submitting a completed Form|TSP-50|to the|Thrift
| Board|at the National Finance Center in New Orleans, Louisiana. The
| address is on the Form|TSP-50.| This form CANNOT be processed by the
| |Bureau.|

| (2) |Deleted|

**EffDte: 08/26/2002 MCRT#: 1224 Div: D3 Cav: SecCls:

| |18-4.8 Vesting in the TSP

| All employees are immediately vested in their own
| contributions and the Government's matching contributions. They must
| have at least three years of civilian service to be vested in the
| automatic 1-percent Government contribution. Employees who leave
| Government service with less than three years of civilian service
| forfeit the automatic 1 percent plus the earnings on that 1 percent.|

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18-4.9 TSP Loan Program

(1) Employees who participate in the TSP may borrow from their own contributions and the earnings on their contributions. They cannot borrow any of the government's contributions. Employees covered by FERS must have their spouse's consent to take a TSP loan. CSRS employees need only notify their spouses that they are taking out a TSP loan.
|

(2) Although the employee is borrowing his/her own TSP contributions, interest is charged on the loan. The interest rate on the loan is the rate that the G Fund is earning at the time of application. This rate is fixed over the life of the loan. Principal and interest payments go back into the employee's TSP account.

(3) The maximum amount of a loan cannot exceed $50,000, and the minimum amount is $1,000. The amortization on a loan for purchase of a primary residence can be for 15 years. For all
| other loans, amortization can be for four years.

(4) Loan payments must be made by payroll deduction and the outstanding loan balance can be prepaid at any time without penalty. If an employee resigns or retires with an outstanding TSP
| loan at the time of separation, the FRTIB will give him/her|90|days to
| pay off the loan balance. If the total balance is not paid in|90| days, the FRTIB will report the unpaid balance to the IRS as taxable income. The employee will have to pay income taxes on the amount of the unpaid loan balance and, depending on his/her age, the employee may be subject to a 10-percent early withdrawal penalty.

| (5) The Form TSP-20 is used to apply for all TSP|loans.|

**EffDte: 04/22/1999 MCRT#: 876 Div: D3 Cav: SecCls:

| 18-4.10 TSP Payout Options |(Text Moved to 18-4.10.1)|

**EffDte: 04/22/1999 MCRT#: 876 Div: D3 Cav: SecCls:

| |18-4.10.1 TSP Payout Options After Separation from Service

| (1) After an employee has been separated from service for
| more than 30 days, he/she may elect a withdrawal option.

| (2) Regardless of the employee's eligibility for
| retirement benefits, he/she has many withdrawal options. If the
| account balance is $3,500, or less, the account balance will be paid
| out automatically unless the employee otherwise advises the Thrift
| Board. Other options are:

| (a) The money can be left in the account until age
| 70 1/2.

| If the money is left in the TSP account after separation from federal
| service, the money can continue to be distributed among the three TSP
| funds. However, no contributions can be made after separation from
| federal service.

| (b) The account balance can be transferred to an
| Individual Retirement Account (IRA) or other eligible retirement plan
| under the Internal Revenue Code.

| (c) The former employee can receive the account
| balance in a single payment or a series of equal monthly payments over
| a fixed period.

| (d) The former employee can receive a life annuity.
| There are many types of annuities from which to choose, including a
| single life annuity or one with a survivor annuity. The account
| balance must be at least $3,500 to purchase an annuity.

| (3) A former employee who was covered by the FERS
| retirement system and is eligible for a FERS basic annuity must have
| their spouse's consent to withdraw any money from their TSP account.
| Spouse's consent is not needed if the former employee requests an
| annuity from the TSP account with a survivor benefit for the spouse.
| A former employee who was covered by CSRS need only notify their
| spouse of a withdrawal.|

**EffDte: 04/22/1999 MCRT#: 876 Div: D3 Cav: SecCls:

| |18-4.10.2 TSP In-Service Withdrawals

| TSP participants may now have access, under limited
| circumstances, to funds in their TSP accounts while they are still
| employed by the federal government. Two types of in-service
| withdrawals are available to TSP participants.

| (1) Participants who are age 59 1/2 or older can make a
| one-time withdrawal of all or a portion of their vested account
| balances.

| (2) Participants, regardless of age, who can demonstrate
| financial hardship can make a withdrawal of their own contributions
| and the earnings on their contributions (up to the amount of their
| documented hardship). After a participant makes a financial hardship
| withdrawal, he/she cannot make contributions to the TSP or make
| another financial hardship withdrawal for a period of six months.|

**EffDte: 04/22/1999 MCRT#: 876 Div: D3 Cav: SecCls:

18-4.11 Taxing of TSP Benefits

| |Contributions to the employee's TSP account are taken out
| of the employee's pay before federal (and, in most cases, state)
| income taxes are computed; this means that the employee does not pay
| income taxes on contributions to his/her TSP account in the years that
| they are made. Also, the earnings on the TSP account are not subject
| to federal income tax while the money is in the TSP. Therefore, all
| of the money from the TSP account will be taxed as ordinary income for
| federal income tax purposes in the year(s) that it is received. State
| and local laws vary in the treatment of TSP withdrawals. Employees
| should consult with their state or local tax authority concerning
| taxation of a TSP withdrawal. The withdrawal method chosen determines
| when income tax must be paid.|

**EffDte: 07/17/1995 MCRT#: 414 Div: D3 Cav: SecCls:

18-4.12 TSP Beneficiary Designation

(1) An employee may designate a beneficiary to receive a lump-sum refund of the employee's TSP account in case of the employee's death. A designation should only be made if the employee does not wish the payment to be made in the legal order of precedence, which is:

(a) To the widow or widower.

(b) If the widow(er) is deceased, to the children, with the share of a deceased child distributed among the decedents of that child.

(c) If none of the above, to the parents in equal shares.

(d) If none of the above, to the executor of the estate.

(e) If none of the above, to the next of kin under the laws of the State in which the employee lived at the time of death.

(2) A designation may be made or updated at any time by |filing a Form TSP-3 with the Thrift Board. DO NOT SEND TSP BENEFICIARY CHANGES TO THE BUREAU.| It is important to keep the designation of beneficiary current. Changes in family status without a corresponding change in the designation of beneficiary may result in a settlement other than that intended by the employee.

|(3)Upon the death of an employee, the beneficiary must make a withdrawal election. They may not leave the contributions in the TSP account.|

**EffDte: 07/17/1995 MCRT#: 414 Div: D3 Cav: SecCls:

18-4.13 Account Statements

The Thrift Board sends account statements to TSP participants at the beginning of each of the two annual open seasons (see Section 18-4.3). These statements are sent to the participant's home. THEREFORE, IT IS IMPORTANT FOR EMPLOYEES TO KEEP THEIR ADDRESS CURRENT. Employees who have a change of address must advise their division front office so the new address can be entered into the Bureau's computer system. Each pay period, the Bureau's Payroll Office forwards updated employee information to the|Thrift|Board, including the new address.

**EffDte: 05/30/1996 MCRT#: 550 Div: D3 Cav: SecCls:

18-4.14 ThriftLine (See 18-4.7.)

(1) The ThriftLine is an interactive voice response system for the TSP. It is available 24 hours a day, seven days a week, from a touch-tone telephone by dialing (504) 255-8777. The ThriftLine offers monthly rates of return for the|five|TSP funds, monthly account balances, and status of loan requests or withdrawal requests. Also, the ThriftLine can be used to make, change, or cancel an interfund transfer.

(2) Specific information concerning an individual account may be obtained by using the Personal Identification Number (PIN).

Individual PIN numbers were given on the account statements sent to participants in November, 1994, and all previous statements, but will not appear on future statements, with the exception of the first statement sent to new participants. The ThriftLine can also be used to replace a lost PIN number or to select a different PIN number.

**EffDte: 08/26/2002 MCRT#: 1224 Div: D3 Cav: SecCls:

| |18-4.15 TSP Web Site

| The Thrift Board has provided a very user friendly web site
| which can be found at www.tsp.gov. All TSP bulletins, booklets, and
| forms can be found on this web site. It also provides the ability to
| access personal account information using the PIN. Estimated account
| balances at time of retirement can be calculated as well as projected
| annuity income estimates.|

**EffDte: 04/22/1999 MCRT#: 876 Div: D3 Cav: SecCls:

| |18-4.16 Rollovers to TSP Account

| TSP participants may rollover or transfer funds from similar
| tax deferred retirement accounts into their TSP account. Types of
| accounts which are accepted for rollover are 401(k), 457, and
| traditional Individual Retirement Accounts (IRA). To request a
| rollover, the participant must complete and submit to the Thrift Board
| a Form TSP-60 which can be downloaded from the TSP web site.|

**EffDte: 08/26/2002 MCRT#: 1224 Div: D3 Cav: SecCls:

| 18-5 |SOCIAL SECURITY (See 18-3.)

| The Social Security system was established in 1935 as a
| supplementary form of retirement income. Since then, the program has
| been expanded to provide a partial replacement of earnings due to
| retirement, disability, or death of the wage earner. Social Security
| is administered by the Social Security Administration (SSA) of the
| Department of Health and Human Services, and the Bureau's only Social
| Security-related function is to withhold the Social Security tax for
| covered employees. However, the vast majority of Bureau employees
| will be affected by Social Security, either through their own Social
| Security benefits or those of certain relatives. This section of the
| MAOP describes the aspects of the Social Security program most likely
| to affect Bureau employees covered by CSRS or FERS.|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

| 18-5.1 |Coverage

| All FERS employees are mandatorily covered by Social
| Security. So are all Executive Schedule (i.e., Presidential)
| appointments and noncareer positions in the Senior Executive Service.
| CSRS-covered employees are simultaneously covered by Social Security
| (through CSRS Offset) if they returned on or after 1/1/84 from a break
| in CSRS coverage lasting 366 or more days, or if they return to
| positions required to be under Social Security by law while retaining
| their CSRS coverage due to their previous service. Any employee hired
| for other than a permanent appointment is subject to Social Security;
| they can also be under CSRS or FERS if the law would also provide
| coverage under those systems.|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

18-5.2 Benefits - Retirees (See 18-5.5(2).)

(1) Social Security retirement benefits can be paid to workers who have at least one work credit, or "quarter of coverage," for each year after the year he/she reached age 21 and before the year he/she reaches age 62 if he/she was born after 1929. Workers born before 1930 must have at least one quarter of coverage for each year from 1950 through the year of reaching age 62. Most Bureau employees would need 40 quarters of coverage by the year they reach age 62 to qualify. However, the 40 quarters do not need to be earned continuously; up to four quarters may be earned each year, so many employees would qualify with just ten years of Social Security-covered employment. These quarters of coverage can be based on nonfederal employment as well as such federal civilian or military service subject to Social Security. A worker can apply for either (a) full Social Security benefits at age 65 to 67, depending on the year of birth,, or (b) reduced Social Security benefits at age 62, if he/she has met the minimum coverage requirement by the time he/she applies. The following chart shows the age at which full Social Security retirement benefits are payable:

Year of Birth	Retirement Age for full benefits	Year of Birth	Retirement Age for full benefits
1937	65	1955	66 and 2 months
1938	65 and 2 months	1956	66 and 4 months
1939	65 and 4 months	1957	66 and 6 months
1940	65 and 6 months	1958	66 and 8 months
1941	65 and 8 months	1959	66 and 10 months
1942	65 and 10 months	1960 and after	67
1943-54	66		

| (2) For workers who reach age 62 in|2002,|the Social Security benefit (which SSA calls the Primary Insurance Amount (PIA)) is computed as follows:

| 90 percent of the first|$592|of the individual's Average Indexed Monthly Earnings (AIME) from Social Security-covered employment

plus

| 32 percent of|$593 to $3,567|of his/her AIME

plus

| 15 percent of any remaining AIME over|$3,567|

(3) The dollar amounts in the above formula are called "bend points," and they are adjustable each year. CSRS-covered employees should review Section 18-5.5 to determine how the Windfall Elimination Provision (WEP) would adjust the percentage by which the first bend point is multiplied (thereby lowering the total PIA for affected retirees). The full PIA (after WEP adjustment) would be payable if the retiree applies for Social Security benefits at age 65 to 67, depending on the year of birth. The PIA would be reduced by 5/9 of 1 percent for each month the retiree is under full retirement age if he/she applies for Social Security benefits before reaching that age. A cost of living adjustment (COLA), identical to the one made to CSRS annuities (see Section 18-2.15), is made each year to Social Security retirement benefits.

**EffDte: 08/26/2002 MCRT#: 1224 Div: D3 Cav: SecCls:

| |18-5.3 Benefits - Others (See 18-5.6(1).)

| (1) Fewer than half of all Social Security benefits paid
| in a given year are paid to retirees. The rest are paid to survivors
| of deceased retirees, to spouses and other family members of workers,
| for disability, and for Medicare health benefits.

| (2) A spouse of a retired worker is eligible for separate
| Social Security benefits equal to 50 percent of that worker's PIA if
| the spouse is age 65 or older. If the spouse is at least age 62, but
| under age 65, the benefit would be equal to 37.5 percent of the
| retiree's PIA. If the spouse is caring for the retiree's child and
| the child is under age 16, the spouse's benefit would be 50 percent of
| the retiree's PIA regardless of the spouse's age. Former spouses who
| were married to Social Security-eligible retirees for at least ten
| years can also qualify for benefits as early as age 62. A CSRS
| retiree who also qualifies for a spousal Social Security benefit based
| on his/her spouse's or former spouse's work record may have that
| benefit seriously affected by the Public Pension Offset (see Section
| 18-5.6).

| (3) Employees can qualify for Social Security disability
| benefits at any age if they are unable to perform any gainful work and
| if the disability is expected to last (a) at least 12 months, or (b)
| until death, if expected sooner. The monthly disability benefit would
| be equal to an affected employee's PIA at the time the disability
| occurs, and it would not be reduced if it begins before age 65. See
| Section 18-3.10 for information about the effects Social Security
| disability benefits have on the computation of FERS disability
| benefits. No such effects are found under CSRS.

| (4) The surviving spouse of a deceased worker can receive
| Social Security benefits equal to (a) the worker's full PIA if the
| spouse applies at age 65, (b) 82.9 percent of the PIA if the spouse
| applies at age 62, or (c) 71.5 percent of the PIA if the spouse either
| applies at age 60 or is disabled and applies between ages 50 and 59.
| Former spouses can also qualify for Social Security survivor benefits.
| As with spousal benefits described above, CSRS retirees who qualify
| for Social Security survivor benefits based on the work record of a
| spouse or former spouse may have those benefits seriously affected by
| the Public Pension Offset (see Section 18-5.6).|

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| |18-5.4 Effect on CSRS Offset Annuities

| An employee simultaneously covered by CSRS and Social
| Security (coverage commonly called CSRS Offset) who retires under age
| 62 gets his/her full CSRS annuity (see Section 18-2.4) from the date
| of retirement until he/she reaches age 62 and qualifies for Social
| Security. At that point, the CSRS annuity is reduced by the amount
| of his/her Social Security benefit directly attributable to his/her
| Federal service covered simultaneously by CSRS and Social Security.
| There is no reduction made to the Social Security benefit on account
| of CSRS Offset, though reductions may be made to that benefit for
| other reasons as appropriate. Usually, the combined Social Security
| and CSRS amounts after the offset provide a greater benefit than the
| unreduced CSRS benefit alone.|

**EffDte: 05/27/1993 MCRT#: 28 Div: D3 Cav: SecCls:

18-5.5 Windfall Elimination Provision (WEP) (See 18-5.2(3).)

(1) Social Security benefits are weighted in favor of workers who spent most of their work lives in low-salaried positions. But Social Security counts only the employment subject to Social Security coverage in determining benefits. Many CSRS-covered employees qualified for Social Security due to military service and nonfederal employment. However, those employees were treated for Social Security purposes as if their Social Security-covered

employment represented their whole life income, thereby drawing proportionately higher Social Security benefits than they would have if their federal service had been considered in computing those benefits. Public Law 98-21, the Social Security Amendments of 1983, contains the WEP in order to reduce or eliminate this unintended "windfall" benefit.

(2) A retiring employee's normal Social Security computation includes 90 percent of his/her Average Indexed Monthly Earnings (AIME) up to the first "bend point" (see Section 18-5.2). The WEP reduces this percentage to 40 percent if the retiree has fewer than 21 years of substantial Social Security coverage. The other two steps in the Social Security computation formula (see Section 18-5.2) are not affected by the WEP.

The percentage of AIME up to the first bend point ($505 in 1999) varies as follows with years of substantial Social Security coverage:

YEARS OF COVERAGE	PERCENTAGE OF AIME TO FIRST BEND POINT
20 or fewer	40 (full WEP reduction)
21	45
22	50
23	55
24	60
25	65
26	70
27	75
28	80
29	85
30 or more	90 (no WEP reduction)

(3) The WEP does not affect the amount of a federal retirement benefit. Social Security benefits containing the WEP are paid from the first month the retiree simultaneously receives Social Security and his/her federal retirement benefit.

(4) The WEP has no effect on FERS Basic Benefits if they are based purely on FERS-covered employment. Some (but not all) FERS-covered employees with a CSRS component to their FERS Basic Benefits (see Section 18-3.4) could be affected by the WEP.

(5) The WEP does not apply to (a) federal workers first hired after 1983, (b) persons employed on 1/1/84 by a nonprofit organization in a position mandatorily covered under Social Security on that date, (c) persons with 30 or more years of substantial earnings under Social Security, (d) persons whose only pensions are based on railroad employment, (e) persons whose only non-Social Security employment was before 1957, and (f) federal workers who were first eligible for either Social Security or an immediate CSRS annuity on or before December 31, 1983.

18-5.6 Public Pension Offset (PPO) (See 18-5.3 (2) & (4).)

(1) Under Social Security rules, an individual who qualifies for a Social Security benefit based on his/her own employment and for a spousal or survivor Social Security benefit based on someone else's work record (see Section 18-5.3) would have the spousal or survivor benefit reduced by the amount of the benefit based on his/her own employment. The PPO provides similar treatment to retired federal employees whose federal pensions are based on work not covered by Social Security, but who qualify for Social Security spousal or survivor benefits based on someone else's work record.

(2) The PPO reduces a retiree's Social Security spousal or survivor benefit by two-thirds of the amount of his/her federal pension. Often, this reduction will completely eliminate the Social Security spousal or survivor benefit. However, employees should bear in mind that (a) the PPO does not apply to individuals still working for the government (other than reemployed annuitants), and (b) the PPO does not reduce the Social Security spousal or survivor benefits of a federal employee's or retiree's spouse, unless the spouse also earned a federal pension in his/her own right.

(3) FERS-covered employees who have no CSRS component (see Section 18-3.4) are exempt from the PPO. So are those FERS-covered employees who transferred from CSRS during the 1987 FERS open season and 1988 belated election opportunity. FERS-covered employees
| who transferred from CSRS after January 1, 1988, must be subject to FERS for five years in order to escape the PPO. CSRS Offset employees are exempt from the PPO because they will be retiring from Social Security-covered employment. Also exempt are employees first eligible for a CSRS annuity before July 1, 1983, and were receiving one-half support from their spouses. Anyone first eligible for a CSRS annuity before December 1, 1982, who met the Social Security requirements for spousal benefits in effect on January 1, 1977, is also exempt from the PPO.

(4) The PPO has no effect whatsoever on a federal retiree's eligibility for Medicare benefits at age 65 based on the work record of his/her spouse.

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| 18-6 |DELETED|

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| 18-6.1 |Deleted|

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| 18-7.1 |Deleted|

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********** END OF REPORT **********

SECTION 19. EMPLOYEE CLAIMS FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

**EffDte: 10/30/1984 MCRT#: 0 Div: FD Cav: SecCls:

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 02-26-2007 BY 60324 AUC BAW/CPB/STP

19-0.1 INTRODUCTION

The Military Personnel and Civilian Employees' Claims Act of 1964 provides for the settlement of claims against the United States by civilian officers and employees of the Department of Justice for damage to or loss of personal property incident to their service with the Department. Authority for handling such claims was

vested in the Attorney General for employees of the Department of Justice, and authority to settle all claims of Bureau employees has been delegated to the Director by Department of Justice
| Order|2110.23C|effective|December 13, 1991.|

**EffDte: 04/22/1998 MCRT#: 778 Div: FD Cav: SecCls:

19-1 SETTLEMENT OF CLAIMS

(1) "Settle" means consider, ascertain, adjust, determine, and dispose of any claim, whether by full or partial allowance or disallowance. All claims filed under the Act are subject to the approval of the Director.

(2) The acceptance of an award by the claimant constitutes a release for the United States of all liability to the employee based on the occurrence giving rise to the claim for which the award is made. The claimant accepts an award upon negotiation of the settlement check. Prior to negotiating the settlement check, a claimant may discuss the amount of the award with the approving official.

**EffDte: 10/30/1984 MCRT#: 0 Div: FD Cav: SecCls:

19-2 ALLOWABLE DAMAGES AND/OR LOSSES

Claims are allowable under the Act for damage to or loss of personal property if:

(1) Such damage or loss was incident to the employee's

service with the Department and the possession of that property is determined to be reasonable, useful, or proper under the particular circumstances involved.

(2) Such damage or loss was not caused either wholly or partially by the negligent or wrongful act of the claimant, his/her agent, dependent or co-worker. Negligence is defined as the failure to exercise the care which a reasonable and prudent person would have exercised under the same or similar circumstances.

(3) Such damage or loss involved:

(a) Personal property located in quarters when such quarters were assigned or provided in kind by the Federal Government, or when such quarters are located outside the United States and the employee involved is not a local or native resident of the area.

(b) Personal property located in a storage place designated or authorized by the employee's supervisor or an official who has been delegated the authority to approve such authorization for storage of the property.

(c) Personal property, including personal clothing, subjected to extraordinary risks in the performance of duty, or hazardous circumstances beyond the control of the employee while at the place of employment. (Ordinarily, a sudden, unexpected act of God does not constitute an extraordinary risk.)

(d) Personal property transferred under a Government Bill of Lading, or by a commercial carrier which operates in intrastate or interstate commerce under an authorized certificate or permit relative to a change of duty station or other authorized transfer or travel.

(e) Property owned by the United States when the employee is financially responsible for it.

(f) Personal property used for the benefit of the Government at the direction of a superior authority.

**EffDte: 10/30/1984 MCRT#: 0 Div: FD Cav: SecCls:

19-3 DAMAGES AND/OR LOSSES NOT ALLOWABLE

Claims are not allowable under the Act for damage to or loss of personal property if:

(1) The loss or damage occurred at quarters occupied by the claimant within one of the fifty states or the District of Columbia, unless the quarters were assigned to him/her or otherwise provided in kind by the Government.

(2) Such damage or loss involved:

|(a) Property used primarily in Government offices for the personal convenience, gratification, comfort, diversion, or entertainment of the employee.|

|(b)| Property acquired for sale, or being used for personal business or profit.

|(c)| Property acquired, possessed or transported in violation of law or regulations.

|(d)| Amounts recoverable from insurers or carriers, or pursuant to the performance of a contract.

|(e)| Transportation losses involving baggage, household goods, or other shipments if the claimant chose an unlicensed carrier without obtaining prior approval from the Director or the official who authorized the employee's change of station.

|(f)| Contractors or other persons who, while under contract to the Government, caused an incident which resulted in the loss or damage to an employee's personal property. Though the Government is secondarily responsible primary liability rests with the contractor. (The term "contractor" excludes those carriers referred to in 19-2 (3)(d).)

|(g)| Motor vehicles or trailers when mileage payment is authorized, unless extraordinary risks are involved that would permit the employee to be covered by 19-2 (3)(c). (Generally, uninsured collisions resulting from wanton negligence when mileage is authorized are not compensable under the Act.)

|(h)| Loss or damage of articles sent through United States or international mail systems, or loss or damage of articles of extraordinary value. Such articles should be insured by owners. (See 19-12.)

|(i) Money and currency, unless it can be shown that the employee is required by the nature of his/her assignment to carry money or currency. Reimbursement for loss of money or currency shall be limited to an amount determined to have been reasonable for the claimant to have had in his/her possession at the time of the incident. It must be conclusively shown that the money or currency was in a locked container and that the quarters themselves were locked, or that the loss was the direct result of an incident occurring because the employee was known to be on official business.|

**EffDte: 10/30/1984 MCRT#: 0 Div: FD Cav: SecCls:

19-4 INFORMATION TO EMPLOYEES - INSURANCE

Most claims for damages to or loss of personal property arise during shipment and storage of household goods incident to
| permanent changes of station. Employees should be informed prior to such moves of the contents and applicability of this Order. They should also be informed of the advisability of obtaining commercial insurance to cover such shipments since damages or losses that can be paid are limited by the Act and repayment for damages or losses incurred may not be as rapid as the payment of insurance claims. Such insurance is desirable to cover claims specifically excluded or limited by this Order. Employees should be advised of the difference between losses covered by carriers based on released weight of shipments and losses covered by commercial insurance.

**EffDte: 08/29/1990 MCRT#: 0 Div: FD Cav: SecCls:

19-5 CLAIMS INVOLVING PARTIES OTHER THAN THE GOVERNMENT

In cases where loss or damage of personal property has occurred, employees are cautioned not to sign a release, or a statement containing a release, if there is a possibility of recovery against a carrier, warehouser, insurer or other contractor. Employees must file and diligently pursue any claim they may have against parties other than the Government prior to submission of a claim under the Act. Employees are further cautioned not to sign any release or statement that property was received in good condition unless and until they have performed a reasonable inspection and are satisfied that no loss or damage occurred. Failure to file and pursue such a claim, or the signing of a release or statement of arrival in good condition will prejudice the handling of the claim under the Act.

**EffDte: 08/29/1990 MCRT#: 0 Div: FD Cav: SecCls:

19-6 ASSIGNMENTS

A claimant shall subrogate, i.e., assign, to the United States Government his/her right, title and interest in any claim he/she may have against a carrier, insurer or other party for damage to or loss of personal property for which a settlement was received under the Act. The assignment shall extend to the amount of the settlement payment accepted by the claimant. In addition, the claimant shall furnish the Department such evidence as may be necessary to enforce the claim against the carrier, insurer, or other party. After payment of his/her claim by the United States, the claimant will, upon receipt of any payment from a carrier or insurer, pay the proceeds to the United States to the extent of the payment received by him/her from the United States. Such amount
| should be forwarded by the claimant to the|Relocation Management

| Office, Property Procurement and Management Section, Finance|Division.

**EffDte: 12/07/1993 MCRT#: 133 Div: FD Cav: SecCls:

19-7 LIMITATION OF ATTORNEY FEES

No more than 10 percent of the amount paid in settlement of each individual claim shall be paid, delivered to, or received by any agent or attorney on account of services rendered in connection with that claim (Title 31, USC, Section 243).

**EffDte: 10/30/1984 MCRT#: 0 Div: FD Cav: SecCls:

19-8 FILING OF CLAIMS

All claims allowable under the Act shall be filed with the Director, FBI, in accordance with the procedures set forth herein.

(1) WHO MAY FILE A CLAIM

(a) A claim may be filed by any civilian officer or employee of the Department for damages to or loss of personal property incident to his/her service in the Department.

(b) If a person is deceased, an allowable claim may be filed by the personal representative of the decedent's estate, or the decedent's surviving spouse, children, father or mother or both, or brother(s) or sister(s) or both, provided such claim arose before, concurrently with, or after the decedent's death. Claims of survivors shall be settled and paid in the order listed.

(c) Claims filed by an agent or legal representative of a claimant must be supported by a power of attorney or other satisfactory evidence of authority to file on behalf of the claimant.

(2) TIME LIMITATION ON FILING CLAIMS

| |(a)| A claim should be presented as soon as possible after discovery of the damage or loss. Immediate action by a claimant will facilitate the processing of his/her claim. Delays cause difficulty in securing statements of essential witnesses and necessary documents. In order for any claim to be considered for any form of settlement, it must be presented in writing within a two-year period after the occurrence of the loss, except that if the loss occurred in time of war or in time of armed conflict in which the claimant is a government participant, or if such a war or armed conflict intervenes within two years after the occurrence of the loss and good cause is shown, the claim may be presented not later than two years after that

cause ceases to exist, or two years after the war or conflict is terminated, whichever is earlier. For purposes of the Act, the beginning and ending of an armed conflict are the dates established by concurrent resolution of Congress or by a proclamation of the President.

|(b) If personal property remains in storage after the expiration date of legal entitlement to storage at government expense, the claim accrues on the date of expiration of legal entitlement to storage at government expense.|

(3) MAXIMUM AMOUNTS ALLOWABLE UNDER THE ACT

(a) The maximum amount which may be paid for a single claim is|$40,000.| The submission of two or more claims arising from the same incident in order to circumvent the statutory ceiling is prohibited. However, if upon submission of a claim additional losses or damage are discovered, supplemental claims may be filed but all the claims shall be processed and considered as one claim under the Act.

(b) Claims for Damage in Foreign Countries. Employees with claims arising from incidents occurring in foreign countries may be paid an amount not to exceed|$40,000. On paying a claim that arose in a foreign country, the government is subrogated for the amount of the payment to a right or claim that the claimant may have against a foreign country for the damage or loss for which the government made payment.|

(c) |Deleted|

(d) |Deleted|

(4) SUBMISSION OF CLAIM

All claims shall be submitted on Form DOJ-110 (January, 1980) "Employee Claim for Loss or Damage to Personal Property," and Form DOJ-110A, "Schedule of Property." Upon completion of the applicable sections, the claimant shall forward the original and two copies of the form(s) together with appropriate supporting evidence to either his/her supervisor or the official who authorized the use, transfer, etc., of the personal property.

(5) PROCESSING OF CLAIMS

The Relocation Management Office at FBIHQ has the responsibility for processing and adjudicating claims for loss/damage to|employees' personal property incident to their service with the FBI.| Claims will be submitted on DOJ Forms 110 and 110A to FBIHQ, Attention: Relocation Management Office, Room|1839.| The following documents MUST be attached to DOJ Forms 110 and 110A when filing a claim:

(a) Copy of estimate of repairs/replacement (where applicable).

(b) Copy of receipts for repaired/replaced item

(where applicable).

(c) Copy of Carrier's Descriptive Inventory.

(d) Any other documents or photographs to support loss/damage as claimed.

**EffDte: 04/22/1998 MCRT#: 778 Div: FD Cav: SecCls:

19-9 EVIDENCE IN SUPPORT OF CLAIM

The burden of proof as to the loss or damage of personal property and the value of such property rests with the claimant. The extent of documentation required in support of a claim shall be determined by the official authorized to settle claims. The following documentation should be provided as a minimum, when applicable, by the claimant when submitting his/her claim:

| (1) |One|itemized repair|estimate, one estimate|as to the
| value of property prior to damage, and/or|one estimate|for replacement cost.

(2) A copy of the document authorizing, assigning, or providing the location where the personal property was located at the time the loss or damage occurred.

(3) Evidence, in those cases where a possibility of
| recovery exists against a carrier,|warehouser,|insurer, or other contractor, that a claim was filed and denied or there was a refusal to pay the claim in full. The reasons for the denial or refusal to pay in full should be included as part of this evidence.

(4) Statements of witnesses and/or other persons having personal knowledge of the facts underlying the claim.

(5) A copy of the travel authorization if personal property was lost or damaged while in transit and/or while in temporary storage during the transit process.

(6) A power of attorney or other satisfactory evidence of authority to file when the claim is filed by an agent or legal representative of the claimant.

| |(7) Where a report of loss or damage has been made to
| local authorities, the case or report number, date, and identity of
| the officer to whom the report was made. Same as to claims made to
| carriers and insurers.|

**EffDte: 10/30/1984 MCRT#: 0 Div: FD Cav: SecCls:

19-10 SUPERVISORY REVIEW

The facts and circumstances surrounding the damage to or loss of the claimant's personal property shall be reviewed by the claimant's supervisor or the official who requested the use of such personal property. This individual, if satisfied that the article(s) in question was in fact reasonable, useful, or proper under the circumstances existing at the time and place of the incident, and also if in his/her opinion the damage or loss was not caused by the negligent or wrongful act of the claimant, his/her agent, dependent or co-worker, then that individual will certify his/her concurrence on the Form DOJ-110 (January, 1980), or if unsatisfied as to the bona fides of the claim, official shall indicate his/her nonconcurrence and forward the claim and all other supporting documentation and
| justification to the|Property Procurement and Management Section,
| Finance|Division, FBIHQ, for review, evaluation, and investigation of the claim. Form DOJ-110 and all supporting evidence shall comprise a claim file.

**EffDte: 03/07/1994 MCRT#: 208 Div: FD Cav: SecCls:

19-11 DETERMINING VALUE OF DAMAGED OR LOST PERSONAL PROPERTY

All amounts claimed, recommended, approved or disapproved shall be computed under the guidelines set forth herein.

(1) Factors for Determination of Compensation - Compensation allowable for an item of personal property shall not exceed the depreciated value of the item at the time of its damage or loss. Depreciated value shall be determined by taking into consideration the following factors:

(a) Replacement Cost - The value of damaged or lost personal property is primarily based on the replacement cost at the claimant's duty station at the time of the incident. Replacement cost should be computed on the basis of a new item which is identical to or substantially similar in nature to the item which was damaged or lost. However, in no case shall the replacement cost, within reasonable limits, exceed the original cost of acquiring the item. In these situations, employees should obtain adequate insurance coverage to guard against unusual losses. (See 19-4.)

(b) Estimated (Appraised) Value - If the cost of replacing a damaged or lost item of personal property cannot be accurately placed because of the uniqueness or individuality of the item or for other reasons, valuation may be dictated by qualified, reputable, and credible evidence of value at the time of the incident. (See 19-12 on items of extraordinary value.) Appraisals and/or other evidence shall be furnished to ascertain the credibility, reliability, and impartiality of the claim, the appraisal and the resulting valuation.

(c) Adjusted Value - If the value of damaged or lost personal property cannot be determined by other means, the purchase price, or value, at the time of acquisition shall be adjusted to reflect the increased cost of replacing the item resulting from the declining value of the dollar. Sufficient information shall be furnished to enable a sound evaluation to be conducted to arrive at a fair valuation.

(d) Depreciation - Depreciation represents the decrease in the value of an item due to wear and tear, natural deterioration, obsolescence, lack of care and depletion. The rate of decrease varies by type of property. Rates of depreciation for various types of property are found in the Table of Rates of Depreciation.

(e) Salvage - Salvage value represents that portion of the cost of personal property that is recovered at the end of its productive life. Some articles such as typewriters and automobiles are traded in on similar assets at the end of their useful life. Generally, the salvage values of such articles are their trade-in values. Ordinarily, other articles of personal property possess no trade-in value and little or no salvage value but may possess scrap value for its intrinsic material content. Salvage value will be based on the most reliable estimates available and shall be included in all claims where its effect is material.

(f) Collectibles - A collectible is any amount due an individual from an insurance company, carrier, or other person resulting from damage to or loss of an insured article of personal property, or an article lost or damaged while under the care of a carrier or other person.

(g) Cost of Repair - If the property can be economically repaired, the allowable compensation is the actual or estimated net cost of repairs necessary to restore the property to substantially the condition which existed immediately before the damage. The cost of repairs may be established by a receipted bill or one estimate signed by reputable dealers or repairers. If the cost of repairs exceeds the depreciated value of the item at the time of damage, then the depreciated value shall be used as the maximum basis for compensation. Claims are not normally payable for fees paid to obtain estimates of repair (or appraised values) in conjunction with submitting a claim under this Act. However, where, in the opinion of the approving officer, the claimant could not obtain an estimate without paying a fee, such a claim may be considered in an amount reasonable in relation to the value and/or the cost of repairs of the articles involved, provided that the evidence furnished clearly indicated that the amount of the fee paid will not be deducted from the cost of repairs if the work is accomplished by the estimator.

(h) Depreciated Value - Depreciated value is that value which remains after depreciation is applied against the replacement cost, estimated value, or adjusted value of an item of damaged or lost personal property. The depreciated value shall be the

maximum amount to be awarded in settlement of a claim filed under the Act.

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19-12 ITEM OF EXTRAORDINARY VALUE

| An item of extraordinary value is not|totally|compensable under the Act. An item of extraordinary value is one which because of |extraordinary|quality of workmanship or design, the high value of materials it contains, or its association with a past event or period, or historical figure, possesses a value far beyond the usual value of an item of like nature. Such an item|includes those articles which primarily serve an artistic or decorative purpose, or which are collector's items and should be insured by employees as stated in 19-4. For purposes of this order, an item of extraordinary value is any single item; i.e., painting, china cabinet, or set of items such as silverware or china which has a value in excess of $3,000. Reimbursement for loss or damage to an item of extraordinary value shall be limited to $3,000.|

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| |19-13 EMERGENCY PARTIAL PAYMENTS

| Quite frequently a claimant is in immediate need of funds to replace damaged or destroyed property and avoid unnecessary hardship and inconvenience. An emergency partial payment is authorized under the following circumstances:

| (1) A hardship situation must exist;

| (2) The total amount claimed is within the monetary jurisdiction of the approving or settlement authority involved; and

| (3) It is determined that the claim is clearly payable under the Act, in an amount exceeding the amount of the proposed emergency payment. Prior to making any advance payment, the authority approving such payment normally will obtain an executed acceptance agreement from the claimant or his/her representative in the language and format indicated below:

| EMERGENCY PARTIAL PAYMENT ACCEPTANCE AGREEMENT

| _____
| (Date)

| I, _____ , agree to accept the sum of $_____ as a partial payment in order to alleviate immediate need and in partial

| settlement of my claim for (property damage) (property loss) sustained
| by me as the result of an incident on _____ involving a
| (shipment of household goods) (loss in quarters)_____.
| (other)

| I understand that this amount will be deducted from any award made in
| final settlement of my claim.

|
| _____
| (Claimant's signature)

|
| _____
| (Name printed)|

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| |19-14| INSTRUCTIONS FOR PREPARING FORM DOJ-110

Complete an original and two copies in accordance with the instructions in the following paragraphs which are keyed to the form
| on|a|following page.

(1) Name of Claimant - Enter the full name of the claimant. If the claimant is other than the employee, enter the name of the employee in parentheses below that of the claimant.

(2) Title of Position - Enter the position of the employee at the time the loss or damage occurred.

| (3) Address of Claimant (Include|ZIP|Code) - Enter the current mailing address of the claimant.

(4) Office Where Employed/Telephone No. - Enter the name of the office (organizational unit) which employed the employee at the time the loss or damage occurred.

(5) Location of Office (at Time of Incident) - Enter the name of city and state where the employee's office was located at the time the loss or damage occurred.

(6) Social Security No. - Enter the social security number of the claimant.

(7) Location Where Loss or Damage Occurred - Enter the address of the building where the property was located when the loss or damage occurred. If the property was in transit, state the point of origin and destination.

(8) Date of Loss or Damage - Enter the date on which the loss or damage occurred. If the property was in transit and the date is not known, indicate the dates on which the property was in transit.

(9) Facts and Circumstances of the Incident - State in detail all the facts and circumstances under which the loss or damage occurred.

(10) Affirmations and Claimant Certification - Answer in the appropriate block either "Yes" or "No" for each of the indicated questions. The claimant shall then sign his/her full signature and date. When signing this claim, the claimant certifies that he/she is entitled to any payments made and is aware of penalties for willfully making a fraudulent claim.

(11) Amount of Claim - Enter the sum of the figures from the amount claimed column of the Schedule of Property (DOJ-110A). From this total subtract any amount collected or collectible from an insurance company or carrier to arrive at the total amount claimed.

(12) Supervisory Certification - Have the employee's supervisor or the cognizant supervisory official who corrected the use of the article(s) in question attest to the validity and propriety of the claim by signing and dating the claim.

(13) Claims Recommendation - Leave blank. This section is to be completed by the reviewing official.

(14) Approval of Claim - Leave blank. This section is to be completed by the settling official.

(15-17) Voucher No., Schedule No., Paid by Check No. - Leave blank. To be completed by accounting officials.

(18) Accounting Classification - Leave blank. To be completed by accounting officials.

NOTE: See sample of Form DOJ-110 which follows.

FORM NOT VIEWABLE IN AUTOMATED MANUAL

**EffDte: 10/30/1984 MCRT#: 0 Div: FD Cav: SecCls:

| |19-15| INSTRUCTIONS FOR PREPARING FORM DOJ-110A

Complete an original and one copy in accordance with the instructions in the following paragraphs which are keyed to the form.

(1) Claimant - Enter the full name of the claimant. If the claimant is other than the employee, enter the name of the employee in parentheses below that of the claimant.

(2) Page of - Consecutively number each page of the Schedule of Property. Indicate the total number of pages comprising the schedule. This information will ensure that all pages are accounted for.

(3) Line Number - Consecutively number each article listed.

(4) Description of Article - Enter the name of the article. If known, also enter the brand, manufacturer and model,

serial or ID number, or other information available to more specifically describe the article. For claims regarding household goods, include inventory item number as listed on carriers' Household Goods Descriptive Inventory.

(5) Nature and Extent of Damage

(a) Describe the nature and extent of damage received by each damaged article listed.

(b) Insert the word "missing" next to each lost article listed.

(6) Date of Purchase or Acquisition - Enter the month and year for purchase or acquisition. When the month is unknown, enter June. When the exact year is unknown, enter the best estimate.

(7) Value of Item/Basis - Enter the value of the lost or damaged article of personal property less applicable salvage value. The value of the item shall be based upon either the replacement cost, the estimated value as supported by appraisals, or the original purchase price if known. The basis upon which the article is valued should be indicated by inserting after the value either an "R" for replacement cost, "E" for estimated value, or "O" for original purchase price.

(8) Depreciation (Rate) - Leave blank. This column to be utilized by the adjudicating officer.

(9) Depreciation Amount - Leave blank. This column to be utilized by the adjudicating officer.

(10) Maximum Amount Allowable - Leave blank. This column to be utilized by the adjudicating officer.

(11) Cost of Repairs - Enter the cost of repairing a damaged item of personal property as supported by a receipted bill or estimate signed by a reputable dealer. If the item is missing, then insert an "N/A" in this column to indicate that this step is not applicable.

(12) Amount Claimed. Enter the amount which is claimed.

(13) and (14) Reserved for Reviewing Official. Leave blank. These columns are to be utilized by the reviewing officials.

NOTE: See sample of Form DOJ-110A which follows.

| |Sample: DOJ-110A|

FORM NOT VIEWABLE IN AUTOMATED MANUAL

**EffDte: 10/30/1984 MCRT#: 0 Div: FD Cav: SecCls:

********** END OF REPORT **********

SECTION 20. MISCELLANEOUS PERSONNEL MATTERS

20-1 Deleted

20-1.1 Deleted

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 02-26-2007 BY 60324 AUC BAW/CPB/STP

20-1.2 Deleted

20-2 Deleted (See *Security Policy Manual* at http://rmd.fbinet.fbi/ppu/manuals-desk/manuals_published_in_new_format.htm)

20-2.1 Address and Telephone Number (See MIOG, Part 2, 16-9.1 (9).)

Report to FBIHQ each change in address of an employee (separations from Bureau excluded) on Form FD-310. The FD-310 is printed through BPMS - Address/Locator.

20-2.2 Births

Employees may have births announced in "The Investigator" by e-mailing that information to Investigator.

20-2.3 Deaths

20-2.3.1 Deaths of Relatives

Submit Form FD-208 in cases of death of a close relative of an employee. The deaths of other relatives need not be reported unless there is a particular reason why FBIHQ should be advised. If the employee is temporarily assigned elsewhere, as in cases where on an inspection assignment, the official to whom he/she is then assigned should notify FBIHQ in addition to notifying the employee's office of assignment.

20-2.3.2 Death of Bureau Employee

When a Bureau employee dies, promptly notify FBIHQ of death and surrounding circumstances. Render all assistance possible to relatives. Promptly advise FBIHQ of funeral details as soon as available since this information is disseminated throughout FBIHQ and the field. FBIHQ will then issue instructions separately regarding handling of certain aspects of the deceased's estate which pertain to employment.

20-2.4 Deleted

20-2.4.1 Return to Duty

(1) In those instances in which FBIHQ has been advised of an employee's absence for illness, Form FD-277 must be submitted upon return to duty with the following items executed for Agent personnel:

(a) Physician's statement indicating employee's qualification for duty;

(b) "Employee returned to active duty _____;"

(c) "Employee's physical condition is _____."

(2) Only items (b) and (c) need be executed for support employees. If condition warrants an Agent having medical mandates (restrictions), indicate on Form FD-277 that this is being done UACB.

20-2.5 Deleted (See *Security Policy Manual* at http://rmd.fbinet.fbi/ppu/manuals-desk/manuals_published_in_new_format.htm)

20-2.6 Name of Parent, Foster Parent, Stepparent, Guardian, etc.

Advise FBIHQ of change by letter using FBI memorandum paper. Communication must set out name, address, age, place of birth, occupation, and, if pertinent, date and place of naturalization.

20-2.7 Emergency Notification Designee

Advise FBIHQ of change in information regarding person to be notified in case of emergency by reporting change on Form FD-310. The FD-310 is printed through BPMS - Address/Locator.

20-2.8 Deleted

20-3 FBI SKILLS BANK

The FBI Skills Survey Form, X422, must be completed by all employees entering on duty. Thereafter, forms will be updated annually on a preprinted form. Each employee will receive the preprinted form in October or November. The Skills Form will be used to maintain an automated data base from which all personnel information, including skills data, can be obtained. The data is used for a variety of functions, including resource management projections, staffing, crisis management, and for further development and implementation of other automated systems. Data obtainable includes, but is not limited to, employees': hobbies, interests, abilities, and experience; educational levels; special Bureau qualifications; and personnel information, such as age, assignment(s), grade(s), etc. Data can be obtained or manipulated depending upon information needed.

20-4 PERSONNEL FILES

20-4.1 Field Personnel Files

(1) One field personnel file is to be maintained for each employee and kept in the sole possession of the SAC. The file should contain memoranda or other documents bearing on the employee's efficiency, or on such matters as authorizing an Agent to carry a personal firearm. There should only be one copy of each document and it should be serialized, stamped with the office stamp, and initialed for filing. When an employee is transferred to a new office, their personnel file is sent there and the new office continues to serialize where the previous office left off. The index must be searched to locate any investigative files regarding the employee when an employee reports to an office. Duplicate serials from the investigative file should be discarded and the remaining serials consolidated into the personnel file. (See MAOP, Part 1, 11-1.3(1), Part 2, 2-4.2.1(4) and Legal Attache Manual, Section 4-3.)

NO documentation regarding Equal Employment Opportunity (EEO) discrimination matters, to include precomplaint counseling, is to be placed in any personnel file or field office file. Examples of such documents are: EEO settlement agreements, EEO administrative leave matters, notification communications to division heads advising that a complaint was filed, and communications from complainants, their attorneys, the FBI's Office of Equal Employment Opportunity Affairs (OEEOA) and the Equal Employment Opportunity Commission, which identify complainants. This also includes any and all documents generated during an EEO complaint investigation. To maintain confidentiality throughout the EEO process, all such documentation is to be retained by the OEEOA, unless advised to the contrary by OEEOA. Documents pertaining to EEO administrative matters, which DO NOT relate to or identify an EEO complainant are not considered confidential and may be serialized in a personnel file or field office file as deemed appropriate. For example, documents that do not relate to or identify the EEO complainant are as follows: a memorandum from DOJ, EEOC, legal opinion from OGC, training materials, and ECs with updates

regarding some aspects of the program. In any instance where assistance is needed to determine where a document should be filed, contact should be made with the OEEOA at FBIHQ, [redacted] b2

(2) Medical Records - See MAOP, Part 1, 24-11

(3) Deleted (See *Security Policy Manual* at http://rmd.fbinet.fbi/ppu/manuals-desk/manuals_published_in_new_format.htm)

(4) When an employee transfers to FBIHQ or becomes an SAC, the personnel file, the Employee Medical File System (EMFS) subfile and the Employee Security subfile are sent to FBIHQ. The files of an employee who resigns or retires should be retained for 90 days and then sent to FBIHQ for final disposition. The files of a permanent or temporary indefinite employee leaving for military service are maintained in the field office inasmuch as employees have certain mandatory restoration rights and may return to that office, and because, in their absence, they have a right to be considered for promotions that arise. The file should thus be available for review for qualifications. Upon notification from FBIHQ that an employee no longer has restoration rights, the files are to be forwarded to FBIHQ. (See (2) and (3) above and MAOP, Part 1, 24-11, and Part 2, 2-4.2.1(4).)

(5) The main personnel file and the corresponding EMFS subfile and Employee Security subfile must be kept under lock and key under the SAC's supervision in such a manner that no employee will have access to his/her own file.

20-4.2 Employees' Access to Personnel Files (See MAOP, Part 1, 1-15.1, 1-3.6; Part 2, 9-12; MIOG, Part I, 190-2.6; Legal Attache Manual, Part 1, 4-3.)

(1) An employee may request and be afforded access to his/her official personnel file without submitting a Privacy Act request. For the purposes of this access provision, an official personnel file is defined as an employee's 67 file record along with any subfiles which exist as a part of the 67 file record such as the Sub M, Sub S, etc. Any employee for whom there are both a field office file and an FBI Headquarters (FBIHQ) file will have the option of indicating whether he/she wants access to one or both files. To access his/her official personnel files without submitting a Privacy Act request, an employee should execute an FD-834.

(2) With the exception of LEGATs, each FBIHQ division and field office will be responsible for responding to requests for access to official personnel files by employees assigned to their respective division/office. (LEGATs will forward requests from employees assigned to their offices to FBIHQ for handling.) Field offices will also be responsible for handling requests from employees assigned to resident agencies within that office's territory.

(3) Field office employees will submit an executed FD-834 to the Special Agent in Charge (SAC) or Assistant Director in Charge (ADIC). FBIHQ employees will submit an executed FD-834 to the Assistant Director (AD) of their assigned division or their office head.

(4) An employee's field office personnel file will be made available for inspection within 15 days of his/her request. An employee's FBIHQ personnel file will be made available for inspection within 45 days of his/her request. The 15- and 45-day periods for providing access to field office and FBIHQ personnel files, respectively, will begin upon RECEIPT of the employee's request by the SAC, ADIC, AD or office head.

(5) Upon review of the file, an employee will be afforded an opportunity to submit to the respective SAC, ADIC, AD or office head a response or rebuttal to any information in his/her official personnel file for inclusion in that file.

20-5 HEALTH CARE PROGRAMS - SEE MAOP, PART 1, SECTION 24

20-5.1 Moved to MAOP, Part 1, 24-3, 24-3.1, 24-3.2, 24-3.3, and 24-3.5

20-5.1.1 Moved to MAOP, Part 1, 24-3, 24-3.1, 24-3.2, 24-3.3, and 24-3.5

20-5.1.2 Moved to MAOP, Part 1, 24-3.6

20-5.1.3 Moved to MAOP, Part 1, 24-3.8

20-5.1.4 Moved to MAOP, Part 1, 24-3.7

20-5.1.5 Moved to MAOP, Part 1, 24-3.5

20-5.1.6 Deleted

20-5.1.7 Moved to MAOP, Part 1, 24-9

20-5.2 Moved to MAOP, Part 1, 24-4

20-5.2.1 Moved to MAOP, Part 1, 24-4.1

20-5.2.2 Moved to MAOP, Part 1, 24-4.2

20-5.3 Deleted

20-5.4 Moved to MAOP, Part 1, 24-7

20-5.5 Moved to MAOP, Part 1, 24-8

20-5.5.1 Moved to MAOP, Part 1, 24-8.1

20-5.5.2 Moved to MAOP, Part 1, 24-8.2

20-5.5.3 Moved to MAOP, Part 1, 24-8.3

20-5.6 Moved to MAOP, Part 1, 24-9

20-6 OUTSIDE EMPLOYMENT (See MAOP, Part 1, 1-16, 1-24, 20-6.3.2 and 20-28; Legal Attache Manual, 4-10; MIOG, Part 1, 67-11, Security Policy Manual)

20-6.1 Departmental Order 350-65 (See MAOP, Part 1, 20-28; MIOG, Part 1, 67-11.)

(1) No employee may engage in any outside employment that will interfere with proper performance of his or her official duties, create or appear to create a conflict of interest, or reflect adversely on the Department. A "conflict of interest" exists whenever the performance of the duties of an employee has or appears to have a direct or predictable effect on a financial interest of such employee or of their spouse, minor child, partner, or person or organization with which he or she is associated or is negotiating for future employment.

(2) No professional employee may engage in the private practice of his or her profession, such as law, although the Deputy Attorney General may on request make a specific exception in unusual circumstances. (See MAOP, Part 1, 1-1(2).)

(3) Except in the proper discharge of his or her official duties, no employee may act as an attorney (a) for prosecuting any claim against the United States or receive any gratuity or interest in any such claim for his or her assistance in prosecution thereof or (b) for anyone before any department, court, office, or commission in any matter where the United States is a party or has a direct and substantial interest; or directly or indirectly receive or solicit any compensation for services rendered by himself or herself or another before any department, court, etc. An employee may, if it is not otherwise inconsistent with proper performance of his or her duties, (a) act as attorney without pay for any person in a federal personnel administration proceeding or; (b) represent any cooperative, voluntary, professional, recreational, or similar organization or group not established or operated for profit, if a majority of the organization's or group's members are current officers or employees of the United States or of the District of Columbia, or their spouses or dependent children; or, (c) with FBIHQ approval, act as attorney with or without pay for a member of his or her family or other person or estate for which he or she is executor or other personal fiduciary, except in matters he or she participated in personally and substantially as a government employee through decision, recommendation, investigation, etc., or matters which are the subject of his or her official responsibility. Exception (b) applies only so long as the matter at issue is not a claim; a judicial or administrative proceeding where the organization or group is a party; or involves a grant, contract, or other agreement (including a request for such items) providing for the disbursement of federal funds to the organization or group. This is not to say that an employee is prohibited from giving testimony under oath or from making statements required to be made under penalty for perjury or contempt. (See MAOP, Part 1, 1-1(2).)

(4) No one whose government employment has ended may knowingly act as an attorney for anyone other than the United States in connection with any proceeding wherein the United States has a direct or substantial interest and wherein he or she participated personally and substantially while an employee.

(5) No former employee may, within two years after his or her employment has ended, appear personally before any court or government office as attorney for anyone other than the United States in connection with any matter wherein the United States has a direct or substantial interest, which was under his/her official responsibility as a government employee at any time within two years preceding the termination of such responsibility. (See MAOP, Part 1, 1-1 (11)(g).)

(6) No partner of an employee may act as attorney for anyone other than the United States in connection with any matter wherein the United States has a direct or substantial interest in which matter such employee is participating or has participated personally and substantially as an employee, or which is the subject of his/her official responsibility.

(7) All employees have been furnished a copy of the Ethics Handbook, which summarizes Departmental Order 360-65, and must comply with its provisions.

20-6.2 Deleted (See *Security Policy Manual* at http://rmd.fbinet.fbi/ppu/manuals-desk/manuals_published_in_new_format.htm)

20-6.3 Bureau Policy (See MAOP, Part 1, 1-9, 20-28; MIOG, Part 1, 67-11.)

The Bureau desires wherever possible to grant requests for outside employment; however, in reviewing such requests the Bureau must consider the following factors:

(1) Legal restrictions or statutes and departmental regulations

(2) Conflict with or capitalization on Bureau employment

(3) Whether compatible with position as employee of law enforcement agency

(4) Nature of employment and employer

(5) Interference with regular attendance or efficient performance of duties (employee's current work performance should be no less than Meets Expectations)

(6) Interference with general availability of employee

(7) Impairment of health or efficiency of employee

20-6.3.1 Special Factors (See MAOP, Part 1, 20-28 and Legal Attache Manual, Part 1, 4-10; MIOG, Part 1, 67-11.)

(1) Dual compensation - Federal employees are not entitled to receive basic compensation from more than one civilian government job for more than an aggregate of 40 hours of work in any calendar week. Bureau positions being typically full time, not part time, the law thus prevents our employees from holding any other federal job.

(2) The Bureau will not approve outside employment on the part of any of its employees in lines of work where the duties would be questionable or might reflect adversely on employee or the Bureau; employments involving forms of gambling, or evasions of the law are obviously employments that the Bureau will not approve.

(3) No employee will be allowed to work for any concern which has received unfavorable publicity regarding its merchandise, methods, or general reputation of its employees.

(4) If a Bureau employee has been approved to engage in outside employment and a situation occurs wherein it is questionable to allow the continuation of such employment, the Security Officer should immediately advise the SAC and notify the Security Programs Manager only if there is an extensive trustworthiness issue.

(5) An employee on sick leave undoubtedly will, by the same token, be unable to engage in an outside job. If he/she desires to do so on any day for which sick leave has been requested, he/she must secure prior Bureau (SAC, Legat, or Security Programs Manager) approval.

(6) Security reasons dictate that no employee should submit to a polygraph examination as a prerequisite for outside employment.

(7) Wives of Legal Attaches and other personnel assigned abroad are not to accept outside employment in the country to which they are stationed without Legal Attache approval.

20-6.3.2 Outside Employment of Special Agents (See MAOP, Part 1, 1-1 (10), 1-16, 1-24, 20-6.1, 20-28; MIOG, Part 1, 67-11.)

Outside employment may create a conflict of interest, reflect adversely upon the FBI, or interfere with the complete availability or the proper and effective performance of the duties of the Special Agent position and accordingly is prohibited by law, Bureau policy and the Code of Federal Regulations.

(1) It is the intention of Bureau policy to prohibit outside employment activities wherein a Special Agent renders services or is actively or materially involved in managing, creating, developing or transforming something to produce economic gain or to generate income pursuant to an informal or formal contract. The nature of the activity, the extent of the Special Agent's participation, and the understanding between the parties arctors considered in making a determination.

(2) For purposes of applying this prohibition against compensated outside employment, the receipt of economic benefit or gain for work is the essence of employment. This includes gain derived from personal services actually rendered, wages, salaries, honoraria, commissions, professional fees and any other form of compensation or thing of value. (See MAOP, Part 1, 1-1(2).)

(a) Self-employment is considered to be outside employment.

(3) A Special Agent shall not:

(a) Engage in any compensated outside employment except as permitted by this section;

(b) Receive compensation for serving as an officer or board member of any association, corporation, or other entity, to include nonprofit entities such as charitable organizations and professional associations, as well as any unit of state or local government;

(c) Accept a fee from an outside source on account of a public appearance, speech, lecture or publication if the public appearance or the preparation of the speech, lecture, or publication is part of the official duties of the Agent;

(d) Receive compensation or anything of monetary value for any consultation, lecture, teaching, discussion, writing or appearance the subject matter of which is devoted substantially to the responsibilities, programs, or operations of the Department of Justice or Federal Bureau of Investigation, or which draws substantially on official data or ideas which have not become part of the body of public information;

(e) Engage, whether with or without compensation, in teaching, lecturing or writing that is dependent on information obtained as a result of his/her government employment except when that information has been made available to the general public or when the Deputy Attorney General gives written authorization for the use of nonpublic information on the basis that the use is in the public interest.

(4) Uncompensated participation in civic, religious or charitable activities or organizations will not be considered employment.

(5) An Agent may receive compensation for hobby, recreational and writing activities, which have not been formally or informally contracted for in advance, provided the activity is not prohibited by any other manual provision, statute or regulation and will not create or appear to create a conflict of interest, reflect adversely upon the Department of Justice, or in any manner interfere with the complete availability or the proper duties of the Special Agent position.

(6) Special Agents are obviously permitted to manage their own assets and to generate income through outside passive-type investments such as stocks, bonds, annuities, income from life insurance contracts and endowment contracts, interest, dividends, capital gains, and nominal rental property to name a few.

(a) Agent involvement with rental property may often constitute outside employment based on the Agent's degree of active participation or involvement. The rental of property will be considered outside employment when the Agent's involvement consists of more than the mere collection of rents, occasional minimal maintenance, etc., such as to call into question the Agent's availability or would otherwise be inconsistent with this policy. For example, while it is permissible to rent a portion of one's primary residence, an entire residence as a result of an official transfer, or vacation property, it is impermissible to regularly purchase, refurbish, and sell houses, directly collect rents from several tenants in an apartment complex or several residences unless managed by another, such as a rental management company.

20-7 FLEXIBLE AND ALTERNATE WORK SCHEDULES (AWS) (See also MAOP, Part II, 1-2.4.2.)

20-7.1 Flexible Schedules (See MAOP, Part I, 8-6(3), Part II, 1-2.4.2.)

(1) A flexible work schedule or flexitime is any schedule which provides support and Wage Board personnel (hereinafter, support employees) a measure of control over their own working hours. Flexitime breaks the workday into two distinct kinds of time: core time is the portion of the day when all employees must be at work, and flexible time is the portion of the workday when the employee has the option of choosing a starting and quitting time, within prescribed limits. This represents an alternative to the traditional fixed, rigidly controlled work schedules, but is not meant to replace the traditional work schedules nor the odd-hour shifts. (See MAOP, Part I, 20-8.)

(2) The two requirements of any flexible work schedule are:

(a) The employee must be at work during core time, except for leave and other authorized absences.

(b) The employee must account for the total number of hours scheduled for work each day.

(3) Each SAC or division head must ensure the availability of sufficient personnel to adequately discharge the FBI's responsibilities. Therefore, the granting of flexible work schedules, as with the granting of leave, must have the approval of designated supervisory personnel.

(4) The utilization of a flexible work schedule within each division will be at the discretion of each SAC or division head, or their designee. The most extensive flexible work schedule will permit the flexible bands to start at 6 a.m. and end at 6 p.m. at 15- minute increments with provisions for a mid-day flex and core-time deviation. The SAC or division head may institute more restrictive use of flexible work schedules at any time, consistent with work requirements within each office.

(5) Employees on flexible work schedules should neither receive favored treatment nor be penalized as a result of flexitime, but rather, they should be treated in an equitable manner with employees working on a standard nonflexible work schedule.

20-7.2 Alternate Work Schedules (AWS) (See MAOP, Part 1, 8-6(3); Part 2, 1-2.4.2(3).)

(1) AWS are schedules that offer support and Wage Board employees (hereinafter referred to as support employees) the option of establishing a permanent schedule that compresses their basic work requirement of 80 hours into a period of less than the traditional 10 days in a biweekly period which fulfills their personal scheduling needs and meets the responsibilities of the FBI. Part-time employees may also participate in AWS by fulfilling their basic work requirement of 16-32 hours per week in less than the normal two to four days per week. The AWS Program provides support employees much more flexibility in scheduling their workday and week than the conventional flexitime schedule. AWS should not be confused with odd hour shifts. Because of overtime, premium pay and holiday pay restrictions, participation is voluntary--support employees cannot be required to work AWS.

(2) Implementation of an AWS Program is at the discretion of each SAC, division head, or their designee who may limit participation by individual, group, function or the entire office to ensure the availability of sufficient personnel to adequately discharge the responsibilities of the FBI. Final approval of AWS rests with the office or division head, or their designee. AWS is a time capture matter which should be recorded by the time and attendance person at the initiating office or division; no input from FBIHQ is required.

(3) Participation in AWS is open to support employees, including part-time and odd-hour shift employees; however, approval of any AWS, as with leave, is the responsibility of designated supervisory personnel.

(4) Requirements for any AWS work schedule:

(a) The employee must request authorization to work an AWS by completing form FD-968, Flexible Work Option Request Form. In executing this form, employees are to complete Section 1 in its entirety. Employees are reminded that no schedule is permanent and that this request will be reviewed on a periodic basis, but no less than once per year.

(b) The request must clearly state the schedule being proposed.

(c) Additional justification for the requested work option may be attached to the form.

(d) Offices should maintain, as a matter of permanent record, any participation in an AWS Program, number of employees participating, number of schedule terminations (reverting to traditional work schedules), reasons for terminations, and any evaluations or studies conducted to determine the impact of these schedules on morale and the effectiveness and efficiency of office operations.

(e) A more restrictive use of an AWS may be instituted at any time, including restricting or suspending participation of any individual, group or the entire office depending on a variety of factors, such as office work requirements, performance and production considerations or abuse.

(f) Program oversight responsibility is situated with the Employee Benefits Unit. Any questions pertaining to AWS Programs should be directed to Employee Benefits Unit.

(g) Decisions on requests will normally be made within 30 days of the date the request is received by management.

(h) In addition to termination of a flexible work schedule by management, employees may discontinue participation in a flexible work schedule by notifying their supervisor in writing (using an EC) prior to the end of the pay period.

(i) The EBU must be provided a "cancelled" copy of the request form (FD-968) when employees discontinue their participation in the flexible work option.

20-8 ODD-HOUR SHIFTS (See MAOP, Part I, 20-7.1, & Part II, 1-2.4.2(2)(g).)

(1) Odd-hour shifts, i.e., any scheduled working hours different from the regular Monday-through-Friday day shifts, may not be established without prior authority of the SAC or division head. Such shifts are to be authorized only where factual justification is shown that these shifts will enhance the operation of an office, and/or such shifts will provide necessary services at a time beneficial to employees with no interference in the efficient operation of the office. It is the responsibility of each division head to select the best qualified and most deserving employees for assignment to any odd-hour shifts.

(2) Odd-hour shifts may be approved at the discretion of the SAC or division head for employees who desire same for justifiable reasons. If the shift is established solely at the request of/and benefit for an employee, premium pay will not be paid for work performed on a day or hour of the day for which premium pay would ordinarily be authorized.

(3) Support personnel may be assigned Saturday duty on a rotating basis to provide for essential services. Employees should be assigned a Tuesday through Saturday workweek for the week they have Saturday duty. When scheduling an employee for a Tuesday through Saturday workweek, the employee must be advised of his/her new shift at least one week in advance.

(4) The general policy on work schedules is to economize on night differential pay, and to achieve the utmost standardization in the working hours consistent with work requirements of each office and consideration to specific employees' needs.

20-9 WORK PERMITS (FBIHQ)

(1) Bureau employees under the age of 18 years, with the exception of those who will reach their 18th birthday within a month after they enter on duty, must secure work permits. The names of new employees in this category are automatically tabulated by the Personnel Management Section of the Personnel Division. A schedule is set up for the employee to be interviewed, and a written request for a work permit is furnished to the employee to be presented personally to the Department of School Attendance and Work Permits of the District of Columbia. An employee applying for a work permit must have in his/her possession a birth certificate or attested transcript issued by a registrar of vital statistics or other officer charged with the duty of recording births. In the absence of such a birth certificate, suggestions as to other acceptable proof of birth can be found in Public Law 618-70th Congress, an act to regulate the employment of minors within the District of Columbia.

(2) The Bureau follows the policy of restricting the assignment of employees under 18 years of age to the regular day shifts. In addition, employees under 18 years of age may not work more than 8 hours in any one day, nor more than 6 days in any one week. Therefore, any hours worked beyond the regular 40-hour

workweek must be performed on the sixth day rather than on the employee's regular workdays. (See MAOP, Part I, 20-23 (4).)

20-10 TOURS OF DUTY OF WOMEN AND MINORS

Each field office must comply with the provisions of any applicable child labor laws governing the territories under its jurisdiction. Although this Bureau and other Federal agencies are not legally bound by state regulations regarding the employment of females, it is desirable that efforts be made to comply with the provisions of such regulations. Accordingly, the provisions of such regulations should be ascertained and every possible effort should be made toward general compliance. Such compliance should be consis- tent with the Bureau's best interests. If any conflict with state regulations appears imminent, FBIHQ should be contacted.

20-11 Deleted

20-12 COMPUTATION OF CLERK-AGENT RATIO

In computing the clerk-Agent ratio, personnel are separated into two categories. All Special Agents, including supervisors, ASACs and SACs, comprise one group, and all non-Agent personnel, including clerks, stenographers, Electronics Technicians, etc., the other. Divide the number of Special Agent personnel into the number of clerical personnel and the result is the clerk-Agent ratio. No personnel assigned to an office may be excluded from this computation. Personnel under transfer to an office must be counted in the computation of the office to which they have been transferred after the orders transfer have been received, even if they have not yet reported; and they should be excluded from computation of the office from which transferred, even though they may not have departed on transfer. Personnel resigning or entering on absence for maternity reasons must not be computed in the ratio once their letters indicating such action have been forwarded to FBIHQ and acknowledged. Involuntary separations are not computed in the clerk-Agent ratio after written notification has been approved by FBIHQ and forwarded.

20-13 PENDING WORD PROCESSING WORKLOAD

(1) Deleted

(2) The word processing workload is considered unaddressed (delinquent) when untranscribed for more than seven calendar days. The day that work is received will be counted as day one. If workload becomes excessive, contact should be made with the Word Processing Program Manager, Pocatello Information Technology Center, Pocatello, Idaho, Operations Section, Information Resources Division. (See Correspondence Guide-FBIHQ, 1-11.3.)

20-14 FIREARMS TRAINING OF NONINVESTIGATIVE EMPLOYEES

As a rule only Special Agents receive firearms training from the Bureau. Exceptions are: Electronics Technicians and Security Patrol Clerks on the night and midnight shifts at San Juan, Puerto Rico, and the Security Guard Force at the FBI Academy, Quantico, Virginia.

20-15 SERVICE RECORDS, CREDIT INQUIRIES AND INQUIRIES DIRECTED TO EMPLOYEES

20-15.1 Service Record Inquiries

Inquiries for service records on present or former employees and inquiries concerning indebtedness of in-service employees are handled at FBIHQ. Employees must refrain from expressing either orally or in writing, except to official superiors, any opinion bearing upon the efficiency or standing of former or present

employees. Individuals making oral inquiries should be referred to FBIHQ for such information and FBIHQ should be advised of the request. Written communications received by the field containing requests for such information should be transmitted to FBIHQ as an enclosure to FD-438a, which is a copy of FD-438 to be used by field to advise the inquirer his/her request has been forwarded to FBIHQ, Washington, D.C., for handling.

20-15.2 Credit Inquiries

The field may verify employment in routine credit inquiries ensuring inquiry is for legitimate reasons. Data supplied should be confined to entrance-on-duty date, salary, and whether support personnel or Agent. Notation that information was provided should be made in personnel file.

20-15.3 Other Inquiries Directed to Employees

For Bureau policy concerning employees providing information or opinions based on personal association with present or former FBI employees and non-FBI acquaintances, see Part I, 1-15.3, and Part II, 10-17.11.2, of this manual.

20-16 REST PERIODS - VENDING MACHINES

(1) Vending machines are permissible if the SAC considers them desirable. Proceeds from vending machines may be retained by the division where they are located and utilized by the office recreation or welfare association. If reports from any office indicate abuses in the use of the machines, consideration will be given to removing them.

(2) A 10-minute rest period may be taken by noninvestigative employees during each 4-hour work period. This rest period is to be limited to employees working within the FBI office. Rest periods may not be taken at the beginning or the end of the workday but should be taken for example, at midmorning and at midafternoon. They should be so scheduled as to ensure an adequate staff is on duty in the office at all times.

20-17 DESIGNATION OF BENEFICIARY (See MAOP, Part I, 18-2.17 & 18-3.17.)

20-17.1 Purpose (See MAOP, Part I, 18-2.17 & 18-3.17.)

During Government employment employees will establish and build up valuable monetary benefits, the disposition of which in the event of death can be controlled by execution of certain beneficiary forms.

20-17.2 Items Involved (See MAOP, Part I, 18-2.17 & 18-3.17.)

These items may involve considerable amounts of money and accordingly employees should clearly understand the effect of the execution of the various beneficiary forms. The things of value referred to relate to:

(1) Money owed to employee in the form of unpaid compensation, such as accrued annual leave, unpaid salary, and expense vouchers, etc.

(2) Money accrued in the Civil Service Retirement System and Federal Employees Retirement System (FERS).

(3) Money payable through coverage under the Federal Employees' Group Life Insurance Act.

20-17.3 Execution of Forms (See MAOP, Part I, 18-2.17 & 18-3.17.)

Each of the items listed in 20-17.2 above requires the execution of a separate beneficiary form (SF-1152, SF-2808 or SF-3102, and SF-2823 respectively), if it is desired that the money be paid in a way which is

other than the order set forth by existing legislation. A designation, change, or cancellation of beneficiary in a will or other document will have no effect.

20-17.4 Undesignated Beneficiary (See MAOP, Part I, 18-2.17 & 18-3.17.)

It is not necessary that these beneficiary forms be executed, if it is satisfactory for the payment to be made in the prescribed order set forth below:

(1) To the widow or widower

(2) If neither of the above, to the child or children in equal shares, with the share of any deceased child distributed among the descendants of that child

(3) If none of the above, to the parents in equal shares or the entire amount to the surviving parent

(4) If there be none of the above, to the duly appointed legal representative of the estate of the deceased, or if there be none, to the person or persons determined to be entitled thereto under the laws of the domicile of the insured

20-17.5 Annual Reminders (See MAOP, Part I, 18-2.17 & 18-3.17.)

This matter should be a topic discussed annually at Agent and clerical conferences.

20-18 LOST GOVERNMENT CHECKS

(1) In reporting the loss of a Government check by an employee, the payee must set forth by letter the circumstances surrounding the loss of the check. This letter must show whether the check was endorsed, the payee's home address, and must be signed by the payee.

(2) Deleted

(3) If a check has been mailed by FBIHQ but the field office has no record of its receipt, a letter from the SAC or ASAC is all that is necessary.

(4) All letters should be forwarded to the Payroll Administration and Processing Unit, Accounting Section, FBIHQ, at the earliest possible date. No action can be taken by FBIHQ to place a stop on a lost check or to have a substitute check issued until receipt of the above-described letters.

20-19 INVENTIONS

Whenever any invention is developed by an employee arising out of the latter's official duties or connected in any way with Bureau operations, FBIHQ is to be advised, attention of the headquarters' division most closely concerned or associated with the invention in question.

20-20 PERSONAL APPEARANCE, DRESS AND GROOMING STANDARDS FOR BUREAU EMPLOYEES

20-20.1 Policy

The traditional policy of the FBI is that all employees should have the appearance of business people, both as to dress and grooming. FBI employees should dress in the typical mode of the business and professional communities while on official duty. All male employees, except those who are specifically exempt due to the nature of their duties, should be dressed in business shirts, ties, and trousers suitable for office wear. During certain climatic conditions, SACs of the various field offices and the division heads at FBIHQ may issue instructions that employees who have no exposure to the public are permitted to wear other attire as a substitute to the above mentioned attire. The SAC, as well as division heads, must insure that sufficient restraints are exercised so that employees will not become relaxed to the point where it will be necessary to make adjustments to bring about conformance to the business-professional appearance.

20-20.2 Appearance Standards

(1) The manner and style of one's clothing or the manner in which a person wears his or her hair is a matter of individual pride and self-respect. Employees of both sexes are expected to maintain a neat appearance, and to keep their hair clean and well groomed at all times.

(2) The American people trust and are confident that the FBI will continue to perform in their behalf in an exemplary manner. That degree of trust and confidence was achieved by our outstanding performance of our duties and by the neat, well-groomed appearance we have presented to the American people.

(3) Although performance can never be estimated or judged by appearance alone, the standards of neatness and grooming adhered to by the men and women of the FBI have created in the minds of the American people an image of faithful and professional performance of duty.

(4) Accordingly, our appearance has, and will, contribute to the efficiency of our service in behalf of the American people. Therefore, extremes in clothing and in hair length or style are to be avoided.

20-20.3 Regulations

The "FBI Employee Handbook," under grooming and demeanor, outlines the standards expected of support and service personnel of the FBI. Memoranda to all SACs, titled "Personal Appearance of Bureau Employees," 25-75(A) dated June 10, 1975; 38-74(A) dated August 6, 1974, and 47-73(A) dated November 6, 1973, set out the Bureau's traditional posture that all employees should present a businesslike appearance, both as to dress and grooming, while in duty status.

20-21 PERMANENT PART-TIME EMPLOYMENT FOR SUPPORT PERSONNEL (See MIOG, Part 1, 67-1.3; MAOP, Part 1, 20-28.)

Employees who are authorized to work on a part-time basis are subject to the following rules:

(1) The employee must have a prearranged regularly scheduled tour of duty consisting of an equal or varied number of hours per day.

(2) The employee's work schedule must be not less than 16 hours or more than 32 hours per week, or less than 32 hours or more than 64 hours in a pay period.

(3) Part-time employees will be covered under a Federal Retirement System. Retirement annuities are prorated for part-time service performed on or after April 6, 1986.

(4) Employees will be eligible for coverage under the Federal Employees Group Life Insurance (FEGLI) program, including FEGLI Basic coverage and all available optional coverages, if the positions they hold would otherwise qualify for FEGLI coverage in a full-time tour of duty. Part-time employees who receive less than $8,000 per year in basic pay will be covered for $10,000 under FEGLI Basic coverage. When an employee enters FBI service in a part-time position, FEGLI Basic coverage is automatic, with the right to elect any desired FEGLI optional coverage, if the employee holds a position subject to FEGLI coverage, no waiver of FEGLI coverage is in effect from previous employment, and at least 180 days have passed since the employee's previous covered federal civilian service (if any) ended. If fewer than 180 days have passed, the FEGLI coverage in effect (if any) in the employee's previous federal service will automatically be reinstated.

(5) Employees will be eligible for coverage under the Federal Employees Health Benefits Program (FEHBP). The part-time employee will not receive the full government contribution but a prorated share of the government contribution and the employee must pay the difference of the government contribution. Full-time employees changing to part-time will be eligible to change their enrollment from one health benefit plan to another and must also pay the prorated share of the government contribution. A part-time employee who is in receipt of compensation from the Office of Workers' Compensation Program will be entitled to the full government contribution for FEHBP.

(6) The annual and sick leave of an employee will be prorated. For example, employees with less than 3 years of service earn 1 hour of annual leave for each 20 hours worked. With 3 to 14 years of service, employees earn 1 hour of annual leave for each 13 hours worked. Employees earn 1 hour of sick leave for each 20 hours worked.

(7) Part-time employees will be entitled to military leave. The rate at which such leave accrues is a percentage of the rate prescribed by Title 5, USC, Section 6323, as amended by P.L. 96- 431. The amount of leave is determined by dividing 40 into the number of hours in the regularly scheduled workweek of that employee during the fiscal year. No more than 15 days of accrued, unused military leave may be carried over into any fiscal year.

(8) Part-time employees will be paid for a holiday if it falls on a day of employees' prearranged tour of duty.

(9) Part-time employees will receive the 10 percent night differential for any portion of their regularly scheduled tour of duty which occurs between 6 p.m. and 6 a.m.

(10) Part-time employees are not entitled to Sunday premium pay.

(11) Part-time employees should not work overtime without prior Bureau approval. Overtime is any work performed in excess of 8 hours a day or 40 hours a week, or work performed outside an employee's officially established compressed work schedule.

(12) Requests from high-grade professionals (above GS 9) to work part time will be considered on an individual basis when special circumstances exist, or when permitting this would be in the best interest of the Bureau.

(13) In general, permanent part-time employees are entitled to the same overall appeal rights and protections in adverse actions and reduction-in-force proceedings as full-time employees.

(14) Part-time employees receive a full year of service credit for each calendar year worked for the purpose of computing retirement eligibility, date of career tenure, completion of probationary period, within-grade increases, and change in leave categories. Part-time work is, however, prorated to determine experience for qualification requirements.

(15) A more restrictive use of part-time work schedules may be instituted at any time, including restricting or suspending participation of any individual or group based upon the critical needs of the division. A part-time schedule may be temporarily suspended for up to two consecutive pay periods, or alternatively, employee(s) may be converted back to permanent full-time status when warranted, provided a full funded staffing level (FSL) slot is available for each employee to be converted.

(16) Employees converted to part-time status through the reasonable accommodation process may not be converted to full-time until resolution of the reasonable accommodation through appropriate FBI procedures.

(17) Employees hired directly into a permanent part-time status can be converted to permanent full-time status, provided a full funded staffing level slot is available.

20-22 LUNCH/DINNER PERIODS (See MIOG, Part 1, 67-1.3.)

(1) Employees are entitled to a lunch/dinner period which is to be scheduled during the middle portion of the employee's tour of duty. This period is not considered a work period for pay purposes but is added to the number of hours actually worked to become their scheduled tour of duty. The purpose of a lunch/dinner period is to provide the opportunity for nourishment and a deviation from work activities; therefore, lunch/dinner periods should not be scheduled at the end of the work shift.

(2) Part-time employees should also schedule a lunch/dinner break if they work in excess of four hours a day.

(3) It is not necessary that an employee be permitted to leave the premises during the meal period.

20-23 TEMPORARY LIMITED EMPLOYMENT FOR STUDENTS

The purpose of this program is to provide on-the-job experience for high school students in their particular vocational field. The FBI benefits from the students' services while they are employed under this program and hopefully gains full-time, fully trained personnel upon their graduation. Employees who are hired under this program are subject to the following:

(1) The student must be at least 16 years of age, pass necessary tests, and remain enrolled in high school. Prior to taking the oath of office, they must pass a physical examination and appropriate background investigation.

(2) The students will be released from their schools to work in this program per the regulations of the individual institution.

(3) Their appointment in this program will not exceed their graduation date.

(4) They must have a prearranged, regularly scheduled tour of duty. This tour of duty may be 40 hours per week during the summer between their junior/senior year and be converted to part time during the school term (minimum 16 hours/maximum 32 hours per week). (See MAOP, Part 1, 20-9(2).)

(5) The students are eligible for a GS 3 (entry level clerical) or GS 4 (Office Automation Clerk) position.

(6) They must meet performance standards set for the position or be subject to removal under inadequate work performance procedures. If the student works full time during the summer, it is recommended a special performance appraisal be submitted prior to conversion to part-time employment.

(7) Appointees are eligible for coverage under the Federal Insurance Contributions Act (social security). Sick and annual leave is accrued at the rate of one hour for every 20 hours worked. They are paid for a holiday if it falls during their regularly scheduled tour of duty. They receive service credit.

It should be noted the appointees are not eligible for life insurance, health insurance, retirement benefits, or promotional opportunities until such time as they are converted to permanent appointments. They will be considered for the next higher grade level upon conversion, if recommended.

(8) Appointees hired under the Temporary Limited Employment for Students (TLES) Program are not subject to controlled personnel ceilings. Requests to hire are to be coordinated through the Personnel Resources Unit, Administrative Services Division, to determine if funding is available.

(9) Restrictions on employment of relatives apply as stated in Manual of Investigative Operations and Guidelines, Part 1, 67-1.4.

(10) Employees may be converted to full-time career appointments upon graduation provided:

(a) the employee can be absorbed within existing Target Staffing Levels;

(b) the employee performed at acceptable levels without jeopardizing performance and conduct standards set by the educational institution;

(c) the employee provided proof of graduation; and

(d) the appropriate management recommendation for conversion.

(11) Request to hire other than full-time employees - FD- 391 should be used to request to hire part-time employees and students hired under the TLES Program.

20-24 Deleted

20-25 Deleted (See *Security Policy Manual* at http://rmd.fbinet.fbi/ppu/manuals-desk/manuals_published_in_new_format.htm)

20-26 Deleted (See *Security Policy Manual* at http://rmd.fbinet.fbi/ppu/manuals-desk/manuals_published_in_new_format.htm)

20-27 GARNISHMENT OF WAGES FOR COMMERCIAL DEBT

On October 6, 1993, Congress enacted Section 9 of Public Law 103-94 which waived the federal government's sovereign immunity to permit compliance with garnishment orders for commercial debts. This law permits the garnishment of federal employees' wages for any debt which is the subject of a legal process from any court of competent jurisdiction (state or federal). This provision was effective February 3, 1994.

20-27.1 Legal Process

(1) Legal process means any writ, order, summons, or other similar process in the nature of a garnishment.

(2) Creditors may send interrogatories to the agency and the employee concerning income subject to the act.

(3) The FBI will honor legal documents submitted for the collection of any legal debt of its employees and for recovery of attorney's fees, interest and court costs. The Act provides that an agency's administrative costs in executing the garnishment action may be added to the garnishment, and that the agency may retain costs recovered as offsetting collections.

20-27.2 Service of Legal Process

(1) The legal process must be served on the proper agency official, who, upon receipt, will have 15 days to notify the employee.

(2) The legal process may be served through certified or registered mail or by personal service on the Chief of the Payroll Administration and Processing Unit (PAPU) or Designee, Room 1885, 935 Pennsylvania Avenue, Northwest, Washington, D. C. 20535- 0001. The process service must be served on the Headquarters Unit Chief of PAPU or Designee due to the 15-day legal requirement of notifying the affected employee.

(3) The legal process will only be accepted if it is accompanied by sufficient information to permit prompt identification of the employee, including the name and Social Security Number of the employee. Additional information such as the date of birth and home address of the employee is desirable.

(4) Each field division should assign responsibility to the Chief Division Counsel as a point of contact for inquiries from state courts or agencies. Service of the legal process should not be accepted by field divisions.

20-27.3 Compliance With Legal Process

(1) In most cases, orders of garnishment specify how much is to be taken from an employee's disposable earnings. The FBI is required to honor these orders up to the limits set by the Consumer Protection Credit Act. This law limits the amount of garnishment to up to 25 percent of an employee's disposable earnings. In some jurisdictions, state law establishes different limits; however, the amount of the garnishment will never exceed 25 percent of the employee's disposable earnings. In determining the amount of pay subject to garnishment, the following amounts are excluded from gross pay to determine the disposable earnings:

(a) Amounts owed by the employee to the United States.

(b) Amounts required by law to be deducted from the employee's pay for the following reason:

1. Social Security taxes (Medicare and OASDI).

2. Amounts properly withheld for federal, state or local income tax purposes (the withholding of additional income tax amounts may be permitted only when the employee presents evidence of a tax obligation which supports the additional withholding).

3. Amounts deducted as health insurance premiums.

4. Normal retirement contributions (this includes amounts contributed to the Thrift Savings Fund).

5. Basic life insurance under the Federal Employees' Group Life Insurance (FEGLI) program (all optional life insurance premiums and any life insurance premiums paid for by allotment are not exempt from withholding).

(2) Any future pay authorization submitted by the employee subject to the garnishment for commercial debts will be evaluated to determine if subject to exemption from withholding.

(3) The maximum commercial garnishment may not reduce an employee's aggregate disposable income below $127.50 per week.

(4) The amount of the biweekly withholding will be revised any time a change in the employee's gross pay occurs, such as a change in grade or salary or additional premium pay earned.

(5) Child support and alimony orders will take priority over orders for collecting any other debts. If more than one legal process has been effected with respect to an employee, such payments required to be made shall be available to satisfy processes in priority order based on the time of receipt of service, with the process being satisfied out of amounts remaining after satisfaction of all processes which have been previously served.

(6) An "automatic stay" will occur when any type of bankruptcy is filed that has the effect of ending all commercial garnishments currently in effect.

20-27.4 Notification of Legal Process

Whenever the Unit Chief of PAPU, Finance Division, is effectively served with any process or interrogatories, PAPU shall respond within 30 days after the date of effective service is made, and shall, as soon as possible but not later than 15 days after the date of effective service, send written notice to the affected employee. A written notice that such process has been served, together with a copy thereof, will be forwarded to the personal attention of the affected employee at his or her duty station in a sealed envelope. This notice will stipulate the amount of the garnishment. A copy of this notice will also be forwarded to the personal attention of the employee's division head or Special Agent in Charge and the Unit Chief of the Personnel Security Unit, National Security Division in a sealed envelope. After the legal process has been found sufficient on the face for processing, the employee will receive written notice of the amount that will be withheld biweekly for the garnishment, the date of the salary payment which will include the garnishment deduction and any of the agency's administrative costs added to the garnishment amount.

20-28 PART-TIME SPECIAL AGENT EMPLOYMENT PROGRAM (PTAP) (See MAOP, Part 1, 1-16, 1-16.1, 1-16.2, 20-6, 20-6.1, 20-6.2, 20-6.3, 20-6.3.1, 20-6.3.2.) (Formerly 20-28.1, 20-28.2, 20-28.3, 20-28.4)

(1) GENERAL POLICY STATEMENT: The purpose of the PTAP is to permit Special Agents (SAs) a period of time to alter the pace of their career, while maintaining the ability to remain active in their investigative responsibilities. SAs are limited to no more than ten (10) years in the PTAP contingent on the needs of their offices including the availability of work consistent with their positions and grade levels.

OBJECTIVE: The program's objective is to enhance the worklife and, therefore, the FBI's maintenance of a balanced workforce of SAs by accommodating the needs of those who would benefit from a reduction in the demanding schedule normally required of SAs.

(2) QUALIFICATIONS: In order to qualify for the PTAP, an Agent must:

(a) Have served at least two years as an SA (NOTE: If the employee is a reinstated SA, he/she must have completed one year in a full-time field assignment in addition to any required retraining at Quantico prior to making a request to enter this program);

(b) Have received a "Meets Expectations" (ME) performance rating on each of the last two annual Performance Appraisal Reports (PARs);

(c) Have qualified for Availability Pay (AVP) in conformance with the requirements for AVP (see the Manual of Administrative Operations and Procedures (MAOP), Part 1, 8-1); and

(d) Not be on probation as the result of an administrative action or in a jeopardy period as a result of a performance issue.

(3) REQUIREMENTS:

(a) Except as set forth herein, part-time Agents (PTAs) are subject to the same rules as support personnel as set forth in the MAOP, Part 1, 20-21.

(b) If the SA applying for the PTAP is in grade GS-11 or GS-12, he/she will be required to work an equivalent number of hours as comparably situated full-time employees (8 hours a day/40 hours a week) before being considered for promotion.

EXAMPLE: A GS-12 Agent has completed 52 weeks of the 104 weeks (two years from GS-12 to GS-13) specialized experience for promotion to GS-13. The Agent will be working 20 hours per week in the PTAP. Therefore, it will take the Agent 104 weeks (three years total - 52 weeks full time and 104 weeks part-time at 20 hours per week) to complete specialized experience requirements necessary for promotion to GS-13.

(c) PTAs are expected to maintain the ME performance level while in the program. (NOTE: Receipt of a "Does Not Meet Expectations" Warning PAR does not necessitate an immediate return to full-time status; however, the PTA must acknowledge the potential for that action in the event his/her performance does not improve during the opportunity period.)

(d) A PTA may be considered for transfers; however, he/she must be prepared to return to a full-time schedule upon arrival in the new office. Return to part-time status is dependent upon the Agent's needs, submission of a new request and the decision of the division head in the new office.

(e) In crediting time toward transfers, PTAs will receive credit for 50 percent of the months spent in the program.

(4) PROCEDURES FOR APPLICATION: The SA applying for the PTAP must submit a written request to the division head stating his/her reason(s) for entry into the program and that he/she meets all of the qualifications for participation. The SA must indicate the number of hours per week he/she intends to work, a proposed biweekly schedule, and the manner in which current assignments will be accomplished. Any perceived impact that entry into the program may have on the SA's squad and/or office must also be addressed.

In the written request, the SA must acknowledge that he/she is aware of the discontinuation of AVP while in a part-time status and that, despite his/her personal circumstances, he/she may be required to return to a full-time schedule based on the needs of the office. The SA must also acknowledge that all specialized experience requirements must be fulfilled before promotion, if any, is considered.

(5) DIVISION HEAD RESPONSIBILITIES:

(a) The division head will evaluate and decide on each request to participate in the program on a case-by-case basis, consistent with policy. No division head may establish a blanket policy which discourages Agents from requesting participation in the PTAP.

(b) If the division head approves the request, he/she must direct appropriate management officials to establish the specific details of the PTA's schedule and work assignments.

(c) If the division head must deny the request, he/she must document the decision in writing, including the specific rationale for the decision, and project a date when a request may be resubmitted.

(d) If a division head must require a PTA to return to a full-time schedule, he/she must advise the Agent, in writing, of the decision and afford at least two weeks notice prior to the effective date for the schedule change to allow the PTA to make any arrangements necessary. Extreme emergencies affecting national security may demand less notice; however, all attempts will be made to consider work life issues before returning the PTA to full-time.

(e) Division heads are required to set annual ticklers to ensure that SAs in the PTAP continue to meet the requirements of the program, that continuing mission requirements are being met, and that the SA's overall period of participation in the PTAP does not exceed the established 10-year limitation.

(6) PROCEDURES FOR APPEAL:

(a) If an SA's request to participate in the program is denied, or if the division head requires the PTA to return to a full-time schedule, the SA may submit a written appeal of the decision to the Section Chief, Personnel Assistance Section, Administrative Services Division.

(b) The appeal package for denial of entry into the PTAP must include a copy of the original PTAP request, a copy of the division head's written decision, and the SA's justification for requesting the reversal of that decision.

(c) The appeal of an instruction to return to a full- time schedule must include a copy of the division head's communication advising of the decision and the specific rationale for it, a copy of any current personal information submitted to the division head in light of the instruction to return to full-time status, and the SA's justification for requesting a reversal of the decision.

(7) ADMINISTRATION:

(a) As with all SAs, the use of the PTAP resources is at the discretion of the division head.

(b) Permanent changes to an individual's schedule require the submission of an SF-52 approximately 30 days prior to the pay period when change is to occur. (NOTE: Schedule changes of a temporary nature, e.g., a week long in-service at the Academy, do not require submission of an SF-52.)

(c) PTAs will be issued or continued on a performance plan consistent with their position and grade, and will be rated on that plan in accordance with the requirements of the Performance Appraisal System.

(d) PTAs will be paid on an hourly basis computed at the current grade and step of the position(s) held while in the PTAP.

(e) PTAs should not normally be scheduled to work overtime. On rare occasions when this may become necessary, contact must be made promptly with the Personnel Policy Unit, Administrative Services Division.

(f) PTAs may serve as relief supervisors, secondary relief supervisors and Assistant Division Counsel, subject to the following:

1. PTAs may not be appointed as secondary relief supervisors unless they work 32 hours per week.

2. A relief supervisor who enters the PTAP will remain in the Executive Development and Selection Program (EDSP) and continue to serve as a relief supervisor, unless the individual submits a written request to be removed from the EDSP.

3. A supervisor is not required to step down from his/her supervisory position when applying for the PTAP; however, he/she must step down before starting to work less than full-time. A supervisor who steps down to enter the PTAP will be assigned nonsupervisory duties, but will remain in the EDSP to serve as a relief supervisor unless the individual submits a written request to be removed from the program. (NOTE:

Supervisors assigned to FBIHQ or Quantico who step down and enter the PTAP can expect to be assigned to either the Washington or Baltimore Field Office.)

(g) PTAs who wish to return to supervisory positions must compete for advertised vacancies regardless of prior supervisory experience or status. If selected, the PTA MUST return to full-time status.

(h) In the event of a reduction-in-force, PTAs will be covered under regulations published in Title 5, Code of Federal Regulations (CFR), Section 351.

(i) PTAs are counted against a field office/division's funded staffing level (FSL) according to governing resource allocation policy and practice.

(j) PTAs are required to continue to fulfill all administrative requirements, e.g., firearms, legal training, etc.

20-28.1 Revised and Moved to 20-28

20-28.2 Revised and Moved to 20-28

20-28.3 Revised and Moved to 20-28

20-28.4 Revised and Moved to 20-28

20-29 FBI OCCUPATIONAL SAFETY AND HEALTH PROGRAM (OSHP) AUTHORITIES AND RESPONSIBILITIES

(1) The FBI shall provide to all FBI employees Bureauwide a safe and healthful work environment that is free of recognized hazards and is in compliance with all Occupational Safety and Health Administration (OSHA) standards and requirements.

(2) The Director has appointed the Assistant Director (AD), Personnel Division (PD) as the "Designated Agency Safety and Health Official" (DASHO) as described in OSHA regulations; other FBI officials have been appointed "Deputy DASHOs" with sufficient authority to ensure the effective management and administration of the FBI's OSHP.

(3) The Director specifically authorized the designation of a principal FBI SAFETY AND OCCUPATIONAL HEALTH MANAGER (SOHM), who will administer the FBI's OSHP. The FBI Headquarters OSHP Office is located in the PD and is under the supervision of the Section Chief (SC) of the Personnel Assistance Section (PAS).

(4) The FBI requires all FBI facilities (leased or owned) to receive OSH and environmental management audits at least every five years and receive OSH and environmental inspections at least annually, by qualified and authorized OSH inspectors. Special arrangements will be made by the FBI SOHM regarding the inspection of covert facilities.

(5) The Director requires the abatement of unsafe and/or unhealthful working conditions and/or practices related to FBI operations or facilities in a timely manner; and the acquiring, utilization and maintenance of approved personal-protective equipment, approved safety equipment and devices necessary to protect FBI employees.

(6) Performance plans relating to program management for all FBI managerial and supervisory personnel will include a statement regarding OSH responsibilities, as required by DOJ Safety and Health Order 17792A, and the OSHA standard as set forth in Title 29, CFR, Part 1960.

(7) FBI employees will be provided authorized official time to participate in OSH activities.

(8) One goal of the FBI's OSHP is to ensure that no FBI employee is required to perform an assigned task if doing so poses an unacceptable risk of imminent danger of death or serious bodily harm. By the very nature

of law enforcement work, all FBI employees are exposed to certain workplace hazards. The FBI management officials must minimize these risks through careful and thorough planning, hazard abatement, and implementation of the FBI OSHP in a manner that is consistent with the accomplishment of the FBI mission.

(9) FBI managers and supervisors should ensure that no FBI employee is subject to restraint, coercion, interference, discrimination and/or reprisal for filing a report of an unsafe or unhealthful working condition and/or practice, or for participation in other OSH activities.

(10) The AD, PD, as the FBI DASHO, will ensure the development of a Bureauwide OSHP which will include environmental goals, objectives, and a proactive strategic plan for reducing and/or eliminating occupational accidents, injuries, and illnesses; and establishing a Bureauwide OSH and environmental evaluation system for all FBI operational entities.

(11) The AD, PD, will ensure the development of a set of Bureauwide OSH and environmental priorities with respect to the factors which cause occupational accidents, injuries, and illnesses in FBI workplaces, so that appropriate corrective actions can be taken.

(12) The AD, PD, will establish the FBI Headquarters (HQ) OSHP Office at FBIHQ and that office will be supported by at least four Regional OSHP Offices located in Chicago, Illinois; Houston, Texas; Los Angeles, California; and New York, New York.

(13) The AD, PD, shall ensure that the FBI SOHM builds an adequate staff of full-time professionals to develop, implement, and administer, on a day-to-day basis, a Bureauwide OSHP that is in full compliance with the OSHA standards, fire and building code requirements, Environmental Protection Agency (EPA) requirements, General Service Administration (GSA) facilities standards, and the Uniform Federal Accessibility Standards (UFAS).

(14) The Director has appointed each field and FBIHQ division head and office head to act as a "Deputy DASHO." Each FBI division head and office head shall assist the AD, PD, in developing and implementing a safe and healthful workplace for FBI employees assigned to his/her division.

(15) Each FBI division head and office head shall establish and provide annual written OSH goals and objectives; a proactive strategic plan for reducing and/or eliminating occupational accidents, injuries, and illnesses; and shall establish and provide written OSH priorities annually with respect to the factors which cause occupational accidents, injuries, and illnesses in FBI workplaces within their respective divisions/offices, so that appropriate corrective actions can be taken.

(16) Each FBI division head and office head shall be responsible for ensuring that all OSH reporting and recordkeeping requirements and other OSH documents are maintained and submitted, as necessary or required, to the SOHM. Records must be maintained regarding inspections, audits, up-to-date lists of amounts and chemicals used, stored or destroyed, facility abatement logs, notices to employees regarding safety issues, Occupation Emergency Plans, OSH committee meetings, and safety training.

(17) Annually each FBI division head and office head must ensure that budget submissions include requests for appropriate personnel and nonpersonnel resources necessary to implement and effectively administer his/her specific OSHP. This submission should include all necessary administrative costs such as the cost of abatement of unsafe or unhealthful working conditions and/or practices, OSH training, OSH committee meetings, inspections, investigations, and personal-protective equipment.

(18) Each FBI division head and office head shall be responsible for ensuring that an adequate number of trained Collateral Duty Occupational Safety and Health Officials (CDSHOs) is maintained at all times.

(19) The FBI SOHM will serve as the OSH advisor for the FBI, applying expert knowledge of safety, fire protection and prevention, environmental, and occupational health concepts, principles and laws to all aspects of the FBI OSHP including the establishment and maintenance of Bureauwide OSH policies and programs.

(20) The FBI SOHM shall develop and provide Bureauwide oversight to OSH educational activities, promoting year-round OSH awareness programs, and shall develop and provide Bureauwide oversight to OSH workplace inspection techniques and programs.

(21) The FBI SOHM shall direct year-round OSH surveys to ensure that FBI workplaces are being properly inspected and that recognized OSH workplace hazardous conditions and practices are being recorded and abated in a timely manner.

(22) The FBI SOHM shall develop OSH job descriptions, duties, and training requirements for CDOSHOs within the FBI.

(23) The FBI SOHM shall develop and provide Bureauwide oversight to accident investigations in the workplace.

(24) The FBI SOHM shall develop and provide Bureauwide oversight to an OSH Workplace Tracking System that will document the results of OSH workplace activities (i.e., abatement projects, accident investigations, OSH employee training requirements, environmental incidents, OSHA violations and written OSHA citations, OSH complaints filed by FBI employees, OSH inspections and surveys, etc.) for specific divisions and offices.

(25) All FBI employees who exercise managerial and/or supervisory functions will, to the extent of their authority, be requested to furnish FBI employees a place of employment, which is free from recognized hazards that are likely to cause death or serious physical harm and to report all FBI facility fires, hazardous material spills, gas leaks, etc., to the FBI SOHM, and to their respective division heads within 24 hours of the first notification of the reported emergency. Managers must ensure that FBI employees are made aware of their right to report unsafe and unhealthful working conditions and/or practices to their immediate supervisor and/or appropriate FBI OSH officials without fear of restraint, coercion, interference, discrimination, and/or reprisal.

(26) All FBI employees are expected to comply with all OSH practices, requirements, rules, and regulations outlined and issued by the SOHM.

(27) All FBI employees will be required to use the safety and personal-protective equipment necessary for their protection and will observe other OSH policies, programs, and procedures as provided or directed by the FBI management.

(28) All FBI employees are responsible for reporting unsafe and unhealthful working conditions and/or practices to their immediate supervisor and/or an appropriate FBI OSH official.

| SECTION 21. |PROBATIONARY EMPLOYEE POLICY AND PROCEDURES|

**EffDte: 07/22/1993 MCRT#: 30 Div: D3 Cav: SecCls:

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21-1 INTRODUCTION (See MAOP, Part 1, 5-4.3, 13-10, 13-13 & 13-14.)

(1) Appointments to positions in the FBI are contingent upon satisfactory completion of a one-year probationary period which begins when employees enter on duty. In addition, appointments of new Special Agent (SA) trainees, on or after December, 1994, and newly hired Forensic Examiners in the Laboratory Division, are contingent upon satisfactory completion of a two-year probationary period which begins when employees enter on duty as new SAs or Forensic Examiners. However, the two-year probationary period must be expressly stated as a condition of employment at the time the appointment is made. During this period, supervisors and management officials are responsible for ensuring, through vigilant oversight and direction, that new employees possess the qualities and abilities necessary for successful service. | Within their first year on duty, probationary employees deemed deficient in performance and/or conduct may be reduced in grade or removed without the formality, privileges and protection afforded | nonprobationary personnel. |New SAs and Forensic Examiners, who are | nonpreference-eligible, may also be reduced in grade or removed during | the duration of their formal training programs and at any time within | their two-year probationary periods for conduct reasons or suitability | reasons without the formality, privileges, and protection afforded | nonprobationary personnel.| The policy and the procedures to be utilized to effect such actions follow. It must be noted that this policy supplements, but does not supersede or replace, existing performance appraisal and personal conduct policy. (See MAOP, Part 2, 8-1.2.1.)

(2) Notwithstanding the above, preference-eligible employees have certain procedural rights. In this regard, preference eligible employees who have completed one year of current continuous service in the same or similar positions within an agency are entitled to certain statutory due process rights set forth at Title 5, United States Code (USC), Section 7513. As a general matter, a preference eligible employee includes an honorably discharged veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized; during the period beginning on April 28, 1952, and ending on July 1, 1955; or for at least 180 days during a period occurring after January 31, 1955, and before October 15, 1976 (with exceptions applying to the National Guard and the Reserves). The term also includes certain disabled veterans. In addition, under certain limited circumstances "preference eligible" can include an unmarried widow/widower of a veteran, the spouse of a disabled veteran, or the mother of a deceased or disabled veteran. It does not include members of the FBI-DEA Senior Executive Service.

(See Title 5, USC, Section 2108.) Preference-eligible employees may only be removed or reduced in grade or pay for such reasons that will promote the efficiency of the service. (See MAOP, Part 1, 21-8.)

(3) Preference-eligible employees who have completed one year of current continuous service are entitled to the following procedural rights: (a) at least 30 days' advance written notice stating the specific reasons for the proposed action, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed; (b) a reasonable time of not less than seven days to answer orally and in writing and to furnish affidavits and other documentary evidence; (c) the right to be represented by an attorney or other representative; (d) a written

decision which includes the specific reasons for the agency action; (e) the right to appeal the adverse action to the Merit Systems Protection Board (MSPB); and, (f) the right to inspect documents which the agency relied upon in arriving at its decision.

(4) Nonpreference-eligible employees are not legally entitled to the same procedural rights as preference-eligible employees. Nonetheless, probationary employees who are being reduced in grade or removed from the rolls will be advised in writing of such action and the reasons for same. Nonpreference-eligible employees in a probationary status have no appeal rights either inside or outside the FBI. (See MAOP, Part 1, 13-1(5) & 14-4.2(4).)

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21-2 CITATIONS GOVERNING PROBATIONARY PERIODS

(1) As an excepted service, the FBI is NOT subject to Title 5, United States Code (USC), Section 3321, or to Title 5, Code of Federal Regulations (CFR), Part 315, Subparts H and I, all of which pertain to probationary periods in the competitive service.

(2) The FBI is subject to Title 5, USC, Sections 4301 - 4302a and to Title 5, CFR, Part 430, Subparts B and D, which pertain to performance appraisal. Title 5, USC, Section 4303 and Title 5, CFR, Part 432, which pertain to the reduction in grade or removal of employees covered by the Performance|Appraisal|System|(PAS)|based on unacceptable performance, apply ONLY to those FBI employees who have completed one year of current continuous employment in the same or similar positions.

(3) Under Title 5, USC, Sections 7511-7513, and the related regulations in Title 5, CFR, Part 752, Subpart D, adverse actions may be taken only for such cause as will promote the efficiency of the service. In the FBI, referenced provisions apply ONLY to preference-eligible employees who have completed one year of current continuous employment in the same or similar positions. The advance notice and response privileges conferred by referenced

statutory and regulatory provisions have traditionally been afforded to all FBI employees without regard to their preference-eligible status.

(4) FBI policy and procedures relative to performance appraisal and adverse actions are set forth in the Manual of Administrative Operations and Procedures (MAOP), Part 1, Sections 5 and 13, respectively; similar information regarding the Probationary Agent Program is included in the MAOP, Part 2, Section 8. For general information concerning Probationary Employee Policy and Procedures, see the MAOP, Part 1, Section 21. FBI executives, management officials and supervisors are also responsible for knowledge of supplemental information regarding these areas as set forth in related policy communications, booklets and the like.

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21-3 INDIVIDUALS/ACTIONS TO WHICH POLICY APPLIES

(1) With the exception of those in the FBI Senior Executive Service, this policy applies to all individuals newly appointed to positions in the FBI. It also covers those individuals whose reinstatement to a position in the FBI is contingent upon satisfactory completion of a probationary period.

(2) This policy does NOT cover actions involving employees dismissed for preemployment conditions. Concerns of this
| nature must be immediately brought to the attention of the|Bureau
| Applicant Employment Unit (BAEU), Administrative Services|Division
| |(ASD),|and addressed in accordance with guidance received. The|BAEU|
will coordinate these matters with the appropriate units at FBI
| Headquarters, such as the|Staffing|Unit,|ASD.| This policy is also NOT
pertinent to probationary periods established in connection with disciplinary actions.

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21-4 DEFINITIONS

(1) "Acceptable performance" - Performance that meets an
| employee's performance requirement(s) or standard(s) at the|Meets
| Expectations|level for employees subject to the|PAS.|

(2) "Appraisal" - The act or process of reviewing and evaluating the performance of an employee against the described performance standard(s).

(3) "Current continuous employment" - A period of employment in the same or similar positions without a break in service

of a workday.

(4) "Minimum appraisal period" - The 90-calendar day period an employee must serve on notice of critical elements and performance standards before a Performance Appraisal Report (PAR) can be issued.

(5) "Probationary Period"

(a) A one-year period would begin the date an employee enters on duty and would end at the close of business on the last working day of that period (regardless of whether a leap year is involved). Thus, if an employee was appointed on Sunday, March 11, with a regular tour of duty from 8 a.m. to 4:30 p.m., he/she would complete probation at the close of business on Friday, March 8, the following year.

(b) For new Special Agent (SA) trainees and newly hired employees for Forensic Examiner positions in the Laboratory Division, a two-year period would begin the date the new SA or Forensic Examiner enters on duty and would end on the last working day of that period. As an example, if the new SA or Forensic Examiner was appointed on Sunday, December 11, 1994, with a regular tour of duty from 8 a.m. to 4:30 p.m., they would complete probation at the close of business on Wednesday, December 11, 1996.

(c) A termination made effective at the close of business on the last working day of the probationary period, with no time specified, would become effective at midnight - after the probationary period has been completed. This means that the employee must be removed BEFORE the close of business of the last day of the probationary period; otherwise, the employee automatically completes probation, and the agency must then take action under policy governed by Title 5, Code of Federal Regulations, Part 432 or 752, as appropriate.

(d) Notwithstanding the above, for the purposes of performance-based dismissal actions only, probationary periods end after all employees' first year of service.

(6) "Reassignment" - The movement of an employee from one position to another with no change in grade or salary.

(7) "Reduction in grade" - The involuntary assignment of an employee to a position at a lower classification or job grading level.

(8) "Removal" - The involuntary separation of an employee from employment with an agency.

(9) "Same or similar positions" - Positions in which the duties performed are similar in nature and character and require substantially the same or similar qualifications, so that the incumbents could be interchanged without significant training or undue interruption to the work.

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21-5 RESPONSIBILITIES

(1) The Assistant Director (AD) of the Administrative Services Division (ASD) is responsible, personally or through designated staff members, for administering all personnel activities, including the formulation of personnel policies and overall administration and management of the FBI's centralized personnel program. This responsibility includes, but is not limited to, authorizing the reduction in grade or removal of any employee covered by this policy.

(2) The Personnel Officer is responsible, personally or through designated staff members, for managing and directing the FBI's performance appraisal systems, and for managing and directing the administrative processes required to address performance-based disciplinary matters. The Assistant Director, Office of Professional Responsibility, is responsible, personally or through designated staff members, for managing and directing the FBI's disciplinary process. These responsibilities include, but are not limited to, reviewing, analyzing and evaluating specific|PAS|applications and the results of administrative inquiries to ensure compliance, and concurring with or disapproving recommendations to reduce in grade or remove probationary employees.

(3) The AD of the Training Division (TD) is responsible, personally or through designated staff members, for managing and directing the training afforded at the FBI Academy to newly appointed Special Agents. This responsibility includes, but is not limited to, establishing and monitoring the levels of performance which must be met for a new Agent to continue in/graduate from the FBI Academy and reviewing recommendations to remove an Agent trainee who has failed to meet the established criteria. He/She is personally responsible for authorizing the removal of new Agent trainees who have failed to meet the criteria established for the academic, firearms, or physical fitness/defensive tactics programs, and for notifying new Agents of this decision.

(4) Each head of office is responsible for the appraisal process under his/her jurisdiction as well as for the oversight of conduct and disciplinary matters. In this regard, he/she must impose controls to ensure that probationary employees' performance, conduct, and suitability are monitored and evaluated in an effective, timely and consistent manner, and that supervisors afford assistance designed to help employees achieve the requisite minimum level of performance.

(5) Rating and reviewing officials are responsible for: consistently monitoring and evaluating subordinates' performance, conduct, and suitability; assisting employees to meet an acceptable level of performance; counseling employees regarding performance,

conduct, and suitability; and initiating any necessary performance appraisal, disciplinary, or other personnel actions in a timely manner.

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21-6 NEW AGENTS AT THE ACADEMY

Reference is made to the policy document captioned "Requirements at the FBI Academy," which defines the levels of
| performance which must be met by every|New Agent Trainee (NAT)|to continue in the training program and graduate. The document also explains the New Agent Review Board (NARB) process and defines the
| |performance, suitability and requirements|of the Agent position
| considered critical to effective job performance. |NATs|receive a copy of this document for review and are required to indicate, in writing, their understanding of the contents of the document.

| (1) PROGRAM FAILURE. When|an NAT|fails to meet the criteria established for the academic, firearms, or
| |defensive tactics program,|he/she may be subject to dismissal from the Academy. In these instances, the employee is to be notified, in writing by the approving official, the AD, TD, that his/her employment is being terminated for failure to meet the specified training requirements.

| (2) NARB|OR OTHER INVESTIGATIVE FACT-FINDING PROCEDURES.
| Upon review of the investigative findings, the AD, TD, will take
| appropriate action up to and including a recommendation to dismiss the
| NAT. In the instance of a recommendation for dismissal, the
| documents|reflecting the bases for and the approval of that action|are
| to be|forwarded to the Personnel Officer, Personnel Assistance and Facilities Management Branch, Administrative Services Division (ASD). Personnel assigned thereto will promptly review the matter for compliance with governing policies and will coordinate with other offices, e.g., Office of Equal Employment Opportunity Affairs, as required. The AD, ASD, is responsible for approving/disapproving the recommendation and will notify the employee, in writing, of the decision and the reason(s) for the action.

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21-7 MONITORING, DOCUMENTING AND REVIEWING

(1) Once new Agent or support employees report to their offices, their supervisors must be particularly alert to, and consistent in, monitoring and documenting their performance and personal conduct. With respect to appraisal matters, both positive and negative examples of probationary employees' performance are to be

documented with sufficient frequency and detail to permit the assignment of performance levels when collectively reviewed in terms of the requirements of the employees' critical elements and the measurement criteria in their performance standards.

(2) Rating officials are to record training and instructions afforded probationary employees in order to assess their ability to perform required assignments in an acceptable manner. Similarly, all instances in which assistance is provided to
| probationary employees to improve performance which is less than|Meets
| Expectations|is to be recorded for appropriate consideration as the appraisal process continues. Maintenance of such documentation will facilitate rating and reviewing officials' determinations regarding the nature of the supervision and guidance required to ensure employees complete their assignments in an acceptable manner.

(3) Supervisors and management officials must also be alert to, consistent in documenting, and careful in balancing the needs of probationary employees. In so doing, supervisors should consider the health of employees, as well as their family members, in relation to the office's need for reliable employees who report to work regularly. Accordingly, probationary employees must be advised during their indoctrination and reminded as necessary during their probationary period that the use of leave is an earned privilege subject to supervisory approval.

(4) Any incident reflecting a failure to meet/observe a condition of employment or a violation of personal conduct policy must be carefully documented. Examples of such incidents would include, but are not limited to, those in the schedule of disciplinary offenses in the MAOP, Part 1, 13-13. The record is to include not only details of the incident itself, but also the employee's response when questioned regarding the failure or violation and any mitigating circumstances known or claimed. In addition, details regarding the instructions, advice and/or guidance provided to the employee with respect to the immediate and potential consequences of the incident and the effect of any repetition are to be documented.

(5) Creation of records in a timely manner is necessary in order to permit the consideration of all appropriate factors regarding employees' performance and conduct when deciding whether to retain, reduce in grade or release employees prior to the close of their probationary period. The absence of records or records which lack adequate detail may preclude the formulation of an informed judgment to take such an action on an employee prior to the expiration of his/her probationary period. Additionally, uniform, consistent treatment and documentation of incidents occurring during employees' probationary periods will serve to reinforce the FBI's clear policy regarding personal conduct and minimize the potential for misunderstandings between the employees and their supervisors and managers.

(6) Heads of offices are responsible for establishing and implementing appropriate controls to ensure that all subordinate management officials and supervisors not only collect and maintain appropriate documentation but also review it periodically with

particular attention to its effect, if any, on an employee's ability to successfully complete his/her probationary period. For new Agents, it is suggested that reviews be keyed to their file reviews which must be conducted at least every 60 days. (See MAOP, Part 2, 1-1.4, 1-3.13.3, and 8-1.2.3.) A similar schedule is recommended for new support personnel.

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21-8 PERSONNEL ACTIONS

(1) Reassignment, reduction-in-grade, and removal are the principal personnel actions utilized in connection with probationary employees. Unlike reduction-in-grade and removal, reassignments are not adverse actions and may be justified simply in terms of the needs of an office. Executives, management officials and supervisors are encouraged to consider the likely benefits of the reassignment of a probationary employee in terms of his/her qualifications for other positions, the needs of the current work area, and the total staffing needs of the office. Employees who were serving in an FBI support position prior to appointment to the Special Agent position and are subsequently removed from the Special Agent position during the probationary period may be returned/reassigned to their former support position or a similar position, regardless of their preference status. As well, those FBI employees serving in a support position prior to their selection for the Forensic Examiner position may be returned/reassigned to their former support position or a similar position should they fail to successfully perform in the position of Forensic Examiner, regardless of their preference status.

(2) Recommendations to remove or reduce a probationary employee in grade will normally be justified either in terms of performance or conduct deficiencies. Such recommendation must be
| reviewed and approved by the Assistant Director,|Administrative
| Services|Division or a designee. While not required by law or regulation, in the interest of uniformity and consistency, probationary employees who are being reduced in grade or removed from the rolls are to be advised in writing of the action being taken and the reasons for same. This communication should include the statement that the probationary employee has no right to appeal the action within the FBI. However, preference-eligible employees are entitled to certain procedural rights. See MAOP, Part 1, 21-1. (See also MAOP, Part 1, 14-4.2 (3).)

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21-9 PERFORMANCE APPRAISAL

Rating and reviewing officials are required to apply

uniform, consistent evaluation procedures in assessing the performance of each of their subordinates. The careful exercise of this responsibility is critical in evaluating the performance of probationary employees to determine their fitness for continued employment. The information generated through the systematic application of the performance appraisal process provides an excellent basis to determine progress during the first year on duty and will assist supervisors and management officials in making retention decisions.

(1) MANAGEMENT EXPECTATIONS. Administrative controls must be imposed to ensure that new employees are promptly placed on notice of their Performance Plan, i.e., critical elements and performance standards. Delays in presenting Performance Plans to new Agents may severely limit rating and reviewing officials' ability to make informed judgments regarding their performance especially in light of the fact that the first four (4) months of their probationary period is spent at the FBI Academy.

| New support employees and Agents who are subject to the|PAS|and who
| achieve at least the|Meets Expectations|level on each of their critical elements, have met the minimum level required for retention in their positions. Rating and reviewing officials may NOT require probationary employees to demonstrate a higher level of performance than is otherwise required for retention in FBI positions.

(2) APPRAISAL PROCESS. Sound application of the appraisal process is one of the most effective ways to safeguard the human and material resource investment made in the recruitment, investigation, and hiring of new employees. While supervisors are encouraged to utilize the full process to address performance deficiencies, they may elect the use of summary procedures to address significant performance problems or in instances in which the appraisal process cannot be completed in sufficient time to allow final action within a probationary period. In considering their recommendations, heads of offices must carefully weigh the following factors: the recruiting/hiring/training investment to date; the magnitude of the problem(s) observed; the nature and extent of the assistance previously provided; the amount of time remaining in the employee's probationary period; and the projected cost in human and material resources and program/assignment integrity, if an opportunity
| period (minimum of 90 days for personnel subject to the|PAS)|is afforded. Refer to Section 21-10 for information regarding the

treatment of significant performance deficiencies in connection with the efficiency of the service.

(3) PERFORMANCE BELOW THE MINIMUM. When it is determined that a probationary employee is not achieving the minimum level for retention and is not responding to assistance, the supervisor should promptly initiate contact with personnel assigned to the Performance, Recognition and Awards Unit (PRAU). Information regarding any conduct issues should also be presented for referral to the Office of
| Professional|Responsibility|as appropriate.

(a) While supervisors need to allow their

probationary employees sufficient time to establish performance patterns, they are not required to wait until the end of the minimum appraisal period to discuss poor performance, initiate action to assist the employee to improve, or recommend a personnel action, e.g., reassignment, which may increase the employee's potential for performing acceptably. Similarly, despite a normal tendency to allow the benefit of the doubt with respect to formally judging new employees' performance, experience reflects that delays in officially recognizing deficiencies rarely benefit either the employee or the agency.

(b) When opportunity periods are initiated, employees are effectively promised assistance and a specified period of time to demonstrate improved performance. Recommendations for reduction in grade or removal are based on employees' failure to improve to the minimum level required for retention during their opportunity periods. Once notified of an opportunity period and absent unusual circumstances, e.g., a significant conduct incident or repetition of inappropriate conduct after counseling, a probationary employee will be considered to be ENTITLED to the assistance and time promised regardless of the date his/her probationary year ends. In effect this means that, if the opportunity period ends at approximately the same time or shortly after the probationary period ends and the employee has failed to improve, there will not be time to take action prior to the expiration of the probationary period. Action to reduce in grade or dismiss can still be taken, but he/she will be granted the same rights, e.g., advance written notice, afforded nonprobationary employees under the governing law and regulations.

(4) IMPROVEMENT OPPORTUNITIES. Providing assistance, as
| specified in|a Does Not Meet Expectations|- Warning PAR, and careful monitoring of the employee's performance throughout his/her opportunity period is crucial to the decision required at the close of

the opportunity period. Contact with PRAU personnel should be maintained during this period to facilitate the prompt preparation, review and acceptance of the documents required to close the period.

This is particularly important in addressing performance problems experienced by new Agents who are exposed to several investigative areas. For example, a new Agent may conduct applicant investigations in an acceptable manner but not be able to properly manage criminal investigations. Accordingly, it is imperative that such an Agent continue to be assigned criminal cases during his/her opportunity period and given assistance to improve in the handling of same. Only through this process can executives, management officials, and supervisors ensure that an appropriate basis exists to determine the individual's potential as an FBI employee.

| (5) FAILURE TO IMPROVE. When a|PAS|probationary employee
| does not achieve the|Meets Expectations|level during an opportunity period, the required resolution PAR or communication must be prepared and issued as quickly as possible to permit action before the expiration of the employee's probationary period. As indicated in the
| |PAS|policy and procedural material, the appraisal document used to

resolve an employee's warning status must contain specific examples of performance during the opportunity period. The examples should parallel those included in the warning PAR in order to show that the employee in fact had the opportunity to improve in the same areas in which performance deficiencies were previously noted.

If an employee fails to improve to an acceptable level, the head of his/her office is responsible for recommending reassignment, reduction-in-grade or removal. The resolution document along with the appropriate cover communication setting forth the issuing office's recommendation should be forwarded directly to the PRAU. This should allow the PRAU sufficient time to review and address the recommendation made prior to the expiration of the probationary period.

| (6) RECONSIDERATION REQUESTS/APPEALS. Under existing|PAS| policy, employees may request the Personnel Officer to reconsider any PAR received. Such a request, particularly at the close of an opportunity period, will not stay the action recommended by the issuing office, given the Personnel Officer's initial acceptance of the PARs involved. Probationary employees do not have the right to appeal actions based on performance appraisals outside the FBI.

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| |21-10 REPORTING CONDUCT DEFICIENCIES (See MAOP, Part I, 21-9(2).)

| (1) Executives, management officials and supervisors must
| carefully consider any misconduct of a new employee and the impact it
| may have on his/her career in the FBI. Supervisors who are concerned
| about the conduct of a probationary employee are encouraged to
| promptly initiate contact with the ASU. Misconduct coupled with
| performance deficiencies should be brought to the attention of the
| PRAU and ASU to ensure coordination of efforts.

| (2) When the head of the office concurs that the nature
| of a probationary employee's performance or conduct deficiencies
| warrants reduction-in-grade or removal, a communication setting forth
| the specific facts supporting a recommendation will be prepared and
| forwarded directly to the ASU. Personnel assigned to the ASU will
| review the communication for compliance with policy as well as any
| other relevant policies and will ensure coordination with other
| offices as appropriate.|

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| 21-11 |SUITABILITY STANDARDS|

**EffDte: 03/23/2000 MCRT#: 950 Div: D3 Cav: SecCls:

| 21-11.1 |Defining Suitability| (See 21-11.2.)

Suitability standards were developed based on an analysis of job requirements for entry-level SAs conducted by a contract firm hired by the FBI. This job analysis identified entry-level knowledge, skills, and abilities (KSAs) for SAs. Entry-level SAs are considered to be those in a probationary status. The suitability standards described below are directly related to these critical KSAs. Any SAs who are deemed substantially deficient in, or unable to exhibit appropriately, any one of these six dimensions during their two-year probationary periods (one-year probationary periods for SAs who are preference-eligible) will be removed from the SA position based on a lack of suitability. These six dimensions will also be used by the
| FBI to assess the suitability of support|employees|serving in a probationary status.

| It is intended that any|employees|who are deemed substantially deficient in, or unable to exhibit appropriately, any one of the six dimensions during their probationary periods will be removed from their positions based on a lack of suitability. It is also anticipated that the Office of Professional Responsibility will be able to apply these same standards in terms of misconduct dismissals for unprofessional conduct such as poor judgment and lack of candor. The six dimensions developed for measuring suitability are set forth below.

(1) Conscientiousness: Includes behavior that is dependable, responsible, organized, careful, and thoughtful, with a great attention to detail and follow-through. It is the ability to systematically plan, anticipate problems, and develop contingencies to avoid those problems. It can be contrasted with behavior that is unreliable, careless, negligent, and lax. Unsuitable behavior in this category includes excessively sloppy and careless work, being irresponsible when asked for something, losing important documents, materials, equipment, etc., and the failure to ask for assistance when appropriate and necessary.

(2) Cooperativeness: Includes behavior that involves following the chain of command and being willing to collaborate with individuals in the Bureau, in other law enforcement agencies, in the local government, and in the community. It is closely associated with the ability to relate effectively with others and being sensitive to others' needs. It can be contrasted with behavior that disrupts the work through insubordination or uncooperative actions. Unsuitable behavior in this category includes being rude, antagonistic, and/or impatient with other law enforcement officials, unnecessarily questioning the performance of fellow workers in front of others, being disrespectful to employees, and using abusive language.

(3) Emotional Maturity: Includes behaviors that involve maintaining self-control and approaching potentially volatile situations, events, and people in a calm, professional manner. It is

the ability to be flexible, adapt to changing situations, and remain levelheaded and effective under stress. It is contrasted with behavior that is immature, irrational, and shows a lack of control over one's behavior. Unsuitable behavior includes reacting angrily or violently to comments made by individuals, acting inappropriately (i.e., excessive drinking and driving) outside of work, using excessive force, not reacting at all when it is appropriate to react or the inability to use appropriate force or other means when necessary, and engaging in any form of harassment of discrimination.

(4) Initiative: Includes behavior that involves perseverance and dedication in performing the duties of the job, going above and beyond expectations to accomplish the job, making suggestions to improve work processes, performing duties without having to be told, and a willingness to put in the long hours the job requires. This is highly correlated with motivation and includes exhibiting a commendable work ethic. It can be contrasted with behavior that involves failing to do what it takes to do the job successfully because of laziness or lack of interest. Unsuitable behavior in this category includes refusing to put in additional time during a crisis, failing to follow through with others because of inconvenience, and deliberately wasting time taking a number of breaks while on duty.

(5) Integrity and Honesty: Includes behavior that shows the person to be honest, trustworthy, self-disciplined, and respectful of laws and regulations; behaviors that display high standards of ethical conduct and actions that are taken without jeopardizing or compromising these standards, even when there are no ramifications for not doing so. Behaviors involve following agency policy and the letter and spirit of the law and avoiding even the appearance of impropriety. This is related to a person's professionalism, ability to maintain a positive image, ability to serve as a role model and represent the FBI positively to others. It can be contrasted with behavior that involves breaking the law and deviating from agency policy. Unsuitable behavior in this category includes accepting favors and gratuities, showing favoritism to friends or relatives, failing to report conflict of interest situations, lying, cheating, stealing (i.e., voucher fraud), lack of candor, failure to cooperate in an administrative inquiry, abuse of sick leave, and using government property for inappropriate personal reasons.

(6) Judgment: Includes the ability to evaluate information, think critically, question assumptions and discern merits

and deficiencies in logic, and self-assess one's own skills. Behaviors indicate the ability to decide on and commit to a responsible course of action, as well as the ability to accept constructive criticism and evaluate it appropriately. Unsuitable behavior in this category includes taking actions without thinking of the consequences, acting in a way that jeopardizes the reputation of the office and/or the FBI, or adamantly denying negative feedback on performance and refusing to improve one's noted deficiencies by a superior.

21-11.2 Failure to Meet Suitability Standards

(1) Suitability dismissals will be based on the suitability criteria described in MAOP, Part 1, 21-11.1 and in conjunction with a review of existing Bureau policy and precedent. The conduct, | performance, and suitability of all|probationary employees| must be carefully monitored and documented by supervisory and management officials.

| (2) Dismissals of|employees|during their probationary periods based on suitability grounds will be reviewed in connection with conduct-related matters pending in the Office of Professional Responsibility (OPR) or will be referred to the Personnel Officer, Administrative Services Division (ASD), FBIHQ, for adjudication. The FBI's Personnel Officer will serve as the centralized authority to evaluate suitability dismissal requests and will ensure that terminations based on suitability are fair and equitable.

(3) Due to the serious nature of these actions, proposed suitability dismissals must be thoroughly documented, like all other dismissal matters, and transmitted to FBIHQ, OPR, if conduct related, or the Personnel Officer, in the electronic communication (EC) format with accompanying documents as enclosures to the ECs. In addition to fully documenting the proposed actions, division heads recommending suitability dismissals will be required to explain why the requested actions are necessary and provide specific references to one or more of the suitability dimensions. Formal recommendations from division | heads to dismiss|probationary employees|must also be included in the ECs transmitted to FBIHQ.

(4) The suitability standards described in MAOP, Part 1, 21-11.1 are expected to complement, not substitute for, the New Agent Review Board and Forensic Examiner review procedures currently used by the Training Division and Laboratory Division, respectively, to gauge the progress of SAs and FEs in training as well as the current procedures used by offices to document and report conduct-related matters to the OPR.

(5) Suitability dismissals may not be appealed within the FBI and only preference-eligible employees may appeal such dismissals outside of the FBI.

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********** END OF REPORT **********

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SECTION 22. FOREIGN LANGUAGE PROGRAM

22-1 LANGUAGE TESTING MATTERS (See MIOG, Part 1, 67-6.3.3, 67-7, 67-7.10.)

22-1.1 General Information - Policies and Procedures (See MAOP, Part 1, 22-1.2, 22-1.4; MIOG, Part 1, 67-6.3.3.)

Language testing of applicants is performed using one of two existing test batteries. They are the Foreign Language Test Battery (FLTB) and the Spanish Language Test Battery (SLTB). The FLTB is administered to Special Agent (SA) applicants in any language, or to Language Specialist (LS), Language Monitor (LM), Contract Linguist (CL), and Contract Language Monitor applicants in all languages except Spanish. The SLTB is administered to LS, LM, CL, and Contract Language Monitor applicants in the Spanish language. Test instruments and test batteries for FBI employees may vary, depending upon Bureau and specific program needs. The processing office must administer tests in accordance with test administration procedures provided with the test materials described below. Testing should take place in a quiet environment, free from distractions. Examinees should be properly advised of the testing procedures prior to the actual test(s), including when and when not to use dictionaries, and must be monitored during the entire test administration. Test materials are for official use only and must be afforded appropriate test security measures at all times to avoid compromise. Loss or compromise of test materials damages the integrity of the FBI's language testing effort, and represents a financial loss to the Bureau. Examinees should be advised that all speaking tests are audio-recorded. At the conclusion of testing Language Training and Assessment Unit (LTAU), FBIHQ, sends the processing office an official report of results. Should the applicant fail any portion of the test battery, the report of results will include a statement of the retesting policy.

22-1.2 Testing SA Bureau Applicants (BUAPs)

(1) Language Program Processing: The processing office must request the test materials from FBIHQ, Testing and Assessment Unit/LSS. SA applicants are administered Phase I of the FLTB which consists of a listening and reading comprehension test. After the test is administered, the processing office returns all test materials to Testing and Assessment Unit/LSS for grading. Should the applicant pass Phase I, the processing office schedules Phase II of the FLTB, which consists of a speaking test in the foreign language.

(2) Non-Language Program (Non-LP) Processing: Those competitive SA applicants who qualify under other programs, but are not most competitive for Phase II of the SA Selection System (SASS) testing may be considered most competitive if they pass the FLTB in one of the Bureau's critical languages. The processing office must request and return the test materials as described in MAOP, Part 1, 22-1.1; however, only a passing score in the listening portion of Phase I of the FLTB is needed in order to proceed to Phase II of the FLTB-Non-LP. In that case, Testing and Assessment Unit/LSS will advise the processing office to obtain a completed Self-Assessment Form (SAF) from the applicant. Testing and Assessment Unit/LSS will contact the processing office if a speaking test is warranted based on the results of the SAF. The processing office should then schedule Phase II of the FLTB-Non-LP which consists of a speaking test in the foreign language.

(3) Other SA (Speaking Only) Processing: SA applicants who have successfully completed Phase II of the SASS testing and qualify under other programs but who have indicated that they have foreign language ability should be afforded a speaking proficiency test in the final stages of the applicant processing. The processing office should contact FBIHQ, Testing and Assessment Unit/LSS to schedule a speaking ability test in the foreign language, identifying the examinee as an SA (Speaking Only) applicant. An official report of results will be sent to the processing office.

22-1.3 Testing Procedures for Language Specialists and Contract Linguists (See MAOP, Part 1, 22-9.1.)

Testing procedures and policies are identical for processing LS and CL applicants.

(1) Processing under all languages (except Spanish): The processing office must request the testing materials from FBIHQ, Testing and Assessment Unit/LSS. LS/CL applicants are administered Phase I of the FLTB, which consists of a listening and a reading comprehension test in the foreign language and a translation test from the foreign language into English. (In languages where no translation test exists, an English writing test is administered.) After administering Phase I, the processing office should return all test materials to LTAU for grading. Should the applicant pass Phase I, the processing office schedules Phase II of the FLTB, which consists of speaking ability tests in the foreign language and in English.

(2) Processing under the Spanish Language: The processing office must request the test materials from FBIHQ, Testing and Assessment Unit/LSS. Field offices with high-volume Spanish testing may request multiple quantities of Phase I tests to have on hand so that the testing process can begin immediately. LS/CL (Spanish) applicants are administered Phase I of the SLTB which consists of a listening summary translation exam. Should the applicant pass Phase I, Testing and Assessment Unit/LSS will send materials for Phase II of the SLTB which consists of two (2) tests: one from Spanish into English and the other from English into Spanish. Testing and Assessment Unit/LSS will not accept requests for multiple quantities of these tests. Should the applicant pass Phase II, the processing office schedules Phase III of the SLTB, which consists of speaking ability tests in Spanish and English.

(3) Language Monitor (LM) and Contract Language Monitor (CLM) testing assesses the applicant's ability to carry out monitoring duties which consist of listening to foreign language oral conversations and summarizing these conversations into English. The processing office must request the testing materials from FBIHQ, Testing and Assessment Unit/LSS. LM/CLM applicants in all languages except Spanish are administered the listening comprehension portion of the FLTB and the English Composition test. Applicants in Spanish are administered a listening summary translation exam. After the administration of these tests, the processing office should return all test materials to the Testing and Assessment Unit/LSS for grading. Should the applicant pass Phase I, the processing office schedules Phase II of the FLTB, which consists of speaking ability tests in both the foreign language and the English language.

(4) Contract Document Translator (CDT) testing assesses the applicant's ability to translate from the foreign language into English. CDT applicants in all languages are administered the reading comprehension test in the foreign language and a translation test from the foreign language into

English. (SOURCE: PER OFFICIAL PROCUREMENT VEHICLE, "CONTRACT LINGUIST Basic Ordering Agreement (BOA)", FISCAL YEAR 2006 VERSION.)

22-1.4 Testing On-Board Personnel

(1) Field office support personnel interested in applying for either the SA position under the Language Program, the LS position, or the LM position should contact their field office Applicant Coordinator. Support personnel assigned to FBIHQ should contact the Applicant Coordinator at WFO. Support employees interested in these positions are required to follow the processing procedures stated in MAOP, Part 1, 22-1.1.

(2) The processing office will coordinate all language testing with Testing and Assessment Unit/LSS, FBIHQ, and all results will be sent directly to the processing office's Applicant Coordinator. Testing and Assessment Unit/LSS will test in accordance with language requirements and priorities.

(3) On-board SA and support personnel interested in establishing a base-level rating in order to make their foreign language skills a matter of record should contact the field office Foreign Language Coordinator (FLC) for guidance or contact FBIHQ, Testing and Assessment Unit/LSS directly to schedule the appropriate text in the foreign language. All test results will be forwarded to the field office FLC for appropriate distribution.

22-1.5 Other Testing (See MAOP, Part 1, 22-4.)

(1) Foreign Language Incentive Program (FLIP): On-board employees in the San Juan field office may qualify for FLIP payment if they meet the minimum qualifying proficiency level set for FLIP. The employee must contact Testing and Assessment Unit/LSS to schedule a speaking test in Spanish. The test will be administered telephonically, and the results will be reported to the field office via an official report of results.

(2) Foreign Language Pre/Post-training Tests: An employee who is participating in Bureau-paid language training may be required to take an aptitude test and/or other pretraining tests. An end-of-training, FBI-administered speaking test and any other testing deemed necessary to evaluate and measure the success of language training will be required. Testing and Assessment Unit/LSS may also require language testing of employees who received FBI-paid language training for the purpose of longitudinal studies regarding the long-term effectiveness of such training. Employees will be advised of the testing procedures at the appropriate time.

(3) Defense Language Aptitude Battery (DLAB): The DLAB is a multiple-choice test with audio and written stimuli delivered in an artificial language designed to test a person's aptitude for learning a foreign language. The DLAB is administered to a person one time only; therefore, if a person has taken the DLAB before (including while in the military), he or she need not retake it. SA personnel may take the DLAB at any time. Support personnel can take the DLAB only if directed by Testing and Assessment Unit/LSS in connection with language training. The DLAB should be available through the Applicant Coordinator's (AC) office. The AC may request the DLAB from Testing and Assessment Unit/LSS. On the day of the test, the test administrator must monitor the examinee for the entire duration of the exam. Upon completion of the exam, the test administrator must collect all test materials, including the answer sheet(s), and return them to

Testing and Assessment Unit/LSS for processing. The results of the test will be sent to the field office via an official report of results.

22-1.6 Foreign Language Test Security

All test booklets and cassettes are serially numbered. Most test materials are maintained at Testing and Assessment Unit/LSS and charged out as requested, but some are charged out permanently to specific field offices. All test materials, whether permanently or temporarily issued to a field office, are to be maintained in the SAC's safe or other designated safe with controlled access and should be provided appropriate security at all times. Only authorized personnel should have access to test materials. Test materials should not be duplicated or faxed. All notes and drafts of translation and writing tests should be collected from the examinee and properly disposed of to prevent test compromise. The field should always adopt measures to ensure that examinees are closely monitored while taking the test.

22-1.7 Retesting Policy and Waivers

(1) Only one retest of each failed portion of the FLTB and SLTB is permitted. Retests are a different version of the same test and are permitted after a waiting period of at least one (1) year, but not more than two (2) years from the initial test date. If the failed portion is not retaken within two years of the original test date, the entire test battery must be retaken. Passing test battery scores are good for three (3) years from the date that the last phase of the test was administered. After three years, if the applicant has not filled a position within the FBI where he or she utilizes the language skills successfully, the entire test battery must be retaken.

(2) Speaking Proficiency test scores for on-board personnel are valid for one to five years, depending on the skill level. Scores of 0, 0+, 1, 1+, 2 and 2+ are valid for one (1) year. Scores of 3 and 3+ are valid for three (3) years. Scores of 4, 4+ and 5 are valid for five (5) years. Pretraining test scores cannot be older than one year, regardless of the level of proficiency of the last test score. To update scores, on-board personnel should contact the FLC in their field office or Testing and Assessment Unit/LSS to schedule a speaking test.

(3) A DLAB retest can be administered only once, at least six months from the first administration, if:

(a) The examinee was administered the DLAB by the Defense Language Institute (DLI) or Testing and Assessment Unit/LSS and the agency is unable to provide a copy of the official DLAB score; or

(b) There were irregularities during the administration of the DLAB test. In this instance, the Staffing Assistant/Language Coordinator should prepare an electronic communication (EC) detailing what irregularities occurred during the test administration and forward to Testing and Assessment Unit/LSS.

(c) In other instances, examinees must provide written justification in the form of an EC detailing why they are requesting a retest. The EC should be forwarded to Testing and Assessment Unit/LSS. Testing and Assessment Unit/LSS will review the request and make a determination. All determinations will be final and will be made on a case-by-case basis.

(4) Upon request from the appropriate field office, the one-year waiting period for retaking the failed portion of a test battery, either the FLTB or the SLTB, may be waived by Testing and Assessment Unit/LSS's Program Manager, Testing Management System, if the individual (a) offers a critical language, and (b) in the opinion of Testing and Assessment Unit/LSS's Program Manager, Testing Management System, the individual has a reasonable expectation of success on the second try. The three-year period after an applicant's test scores are considered to have expired may be waived by Testing and Assessment Unit/LSS's Program Manager, Testing Management System, if (a) there is a hiring delay that is not due to any fault of the applicant, and (b) if the applicant's scores are high enough that, in the Program Manager's opinion, there is a reasonable expectation that no significant language attrition has occurred.

(5) The requirement that all scores must be passing may be waived, in exceptional circumstances with the approval of both Language Testing's Unit Chief and the Manager of the Testing Program, if the following conditions are met: (a) a written opinion from the appropriate field office showing that an investigation will be hindered in the absence of a linguist, (b) the applicant's deficient | score is close to the passing score, (c) the applicant's other scores are passing, and (d) the position for which the applicant will be hired is temporary and contractual. (SOURCE: PER EC 66F-HQ-A1192082; SERIAL 503; DATE 8/21/2002)

22-1.8 Military Language Test Scores

Applicants for whom the Defense Language Proficiency Test is required as part of their test battery, and who have passed this test while in the military, do not need to retest if they provide evidence of passing scores that are not more than two years old. Testing and Assessment Unit/LSS will accept as evidence an original official report, with raised seal and inked signature, sent directly from the Defense Language Institute.

22-1.9 Reasonable Accommodation

The processing office should contact the OEEOA, for any examinee's request for reasonable accommodation.

22-1.10 Cheating

Any examinee discovered cheating on any portion of the language test battery will be disqualified and will be ineligible for any further testing by Testing and Assessment Unit/LSS. There are no exceptions to this policy.

22-1.11 Speaking Proficiency Test (SPT) Cancellations

(1) The processing office is to notify Testing and Assessment Unit/LSS of any cancellations at least forty-eight (48) hours prior to the scheduled test date.

(2) Examinees who have cancelled on two (2) consecutive occasions will have their file closed out by Testing and Assessment Unit/LSS, and no further testing will be administered for a six (6) month period.

(3) Examinees who do not cancel and do not report for testing will have their files closed out by Testing and Assessment Unit/LSS, and no further testing will be administered for a one (1) year period.

22-2 FOREIGN LANGUAGE TRAINING PROGRAM (See MAOP, Part II, 1-1.9.)

22-2.1 Background (See MAOP, Part 2, 1-1.9.)

(1) Objectives and Prioritization - Because of the globalization of every aspect of our society, a large percentage of the FBI's investigations involve subjects and/or victims who are non- English speakers. The need for foreign language skills has increased significantly, and they have become extremely important in every phase of these investigations, from human intelligence collection to preparation for trial. To address this language need, the Language Training Unit is tasked with the responsibility of providing language or language-related training to employees who have not been hired to perform language-related assignments, but for whom the foreign language is necessary for the performance of official duties. The FBI will also provide language-related training to enhance an employee's current foreign language skills and thus better his or her job performance. The FBI's targeted proficiency level for language students is the same as the proficiency goal for hiring, a Level 3 on the Interagency Language Roundtable scale. However, the minimum proficiency goal set for any particular student's language training may be higher or lower, depending on Bureau need. Priority will be given to employees with a direct operational need for a language, and/or to languages for which the Bureau has no or very limited capability.

(2) Bureau Requirements - A minimum of one year of Bureau service is required before an employee may be considered for language training. Other requirements are set forth below under the individual categories of training.

(3) Training Agreement

(a) Government Employees' Training Act (GETA) policy stipulates that training at government or nongovernment facilities must have a direct bearing on overall organizational job requirements for which there are not enough qualified personnel. Such training cannot be for the purpose of qualifying individuals for positions or promotions for which they otherwise would not be qualified while suitably qualified personnel are available for such positions. Employees receiving training incur a service agreement under GETA provisions which is described in MAOP, Part 2, 8-1.4.

(b) All personnel who receive foreign language training paid for by the FBI must sign a Continued Service Agreement and agree to use these acquired language skills as needed by the FBI. The length of the service obligation will be stated in the Agreement, and will be determined by the cost and duration of training.

(4) Types of Training

In order to match language training to the needs of individual field offices and employees, different types of training are provided.

(a) Survival language training is for employees who have no previous training and no proficiency in a given language, that is, for employees whose proficiency in the language is equivalent to a 0 on the Interagency Language Roundtable (ILR) scale, and who want to learn survival-level language

skills. MTT training will be made up of two survival language training courses, Survival I and Survival II. Less commonly taught languages such as Hindi, Greek, etc., will be referred to the full-time program.

(b) Full-time language training is for employees who have had previous training in a given language, and have current (not more than one year old) Speaking Proficiency Test (SPT) scores between 0+ and 2+, who want to improve their language skills. These employees are eligible for placement in a full-time intensive or full-time immersion program taught at a private language school.

(c) In-country language training is available for advanced language learners who study difficult languages. In-country training will make it possible for the student to spend an extended period of time in the country where the language is spoken. It will provide for the combination of language study with work in a professional environment. The goal of in-country training is for the student to reach Level 3, the general professional proficiency level, as measured according to the U.S. Interagency Language Roundtable scale.

(d) The Video Tele-Training (VTT) Program is for employees who have had previous language training, have a current (not more than one year old) SPT score between 1+ and 2+, and want to refresh, maintain, or enhance their language skills. These employees are eligible for part-time language instruction through the FBI's VTT program, which provides "long-distance learning" where the student(s) and instructor can interact through a video teleconferencing system.

(5) Training Selection

The best course of language instruction for each applicant is chosen on the basis of the information contained in the Language Training Application (LTA), which is submitted to Language Training Unit during its annual Open Season. Training selection will depend on:

(a) The Final Learning Objectives (FLOs), which are the specific foreign language requirements the applicant requests to prepare him/her to carry out assigned duties;

(b) The criticality of the language need, with the highest priority given to the greatest need and potential benefit to the FBI; and

(c) In the case of a Special Agent (SA) who comes to the FBI under the Language Program, or an SA who has received language training from the FBI and has achieved some proficiency in a certain language, but who subsequently has a job-related need to receive training in a second language, Language Training Unit will provide that SA with MTT survival training in the second language. After the SA completes MTT training in the second language, Language Training Unit will continue to provide language training to the SA only in the language in which the SA is stronger, that is, for which the SA has a higher score on the Speaking Proficiency Test (SPT), provided that the SA has an ongoing need for that language. If the SA wants to continue training in the language in which he/she is weaker, that is, in which the SA has a lower SPT score, the head of the SA's division will have to justify to Language Training Unit why the SA should receive training in his/her weaker language. Also, the SA will have to have completed any service obligation incurred for training in the first language in order to continue training in the second. An exception

will be made to this rule if the SA needs training in a second language because he/she has been nominated to the Legat Program.

(d) Availability of funds.

(6) Training Evaluation

(a) In accordance with GETA and Language Training Unit policy, all training (including self-study) shall be evaluated in terms of cost effectiveness. This will include evaluation of the training institution, post-training testing of students, and long-term tracking of student language-related performance.

(b) Language Training Unit will monitor FBI student language training (including self-study). It will be necessary for the student(s) to demonstrate satisfactory progress in achieving the stated proficiency goal in order to continue training. Decisions regarding termination of training contracts or self-study programs are based upon unsatisfactory progress or attendance will be made by the LTAU.

(c) To measure the success of all FBI-paid language training, students must submit to pre-training and post-training testing, as well as other assessments designed to measure the quality and short-/long-term effectiveness of language training provided. Students will also be required to complete a post-training questionnaire.

(7) The minimum professional proficiency is a level 3 speaking proficiency on the Interagency Language Roundtable Scale. Level 3, therefore, is the targeted proficiency level for language | students. The terminal proficiency goals for Legal Attaches and Assistant Legal Attaches are: Speaking Level 3, Listening Level 3, and Reading Level 2. The proficiency goals for Intelligence Analysts assigned to Legat offices are the same. Language Training Unit will consider requests for the language maintenance program for individuals with a speaking proficiency level of 3 if the funding is available.

22-2.2 Open Season - Special Agents GS-10 through GS-13 (See MAOP, Part 2, 1-1.9.)

Requests for language training for SAs GS-10 through GS-13 must be made through the open season procedure at the beginning of each fiscal year. This procedure will allow for cost-effective grouping of SAs according to similar needs and ability levels, timely processing, and priority selection of SAs with the greatest operational need for language training. Per an annual electronic communication (EC), Language Training Unit will advise each field division of the duration of open season and the appropriate procedures to follow when applying for language training. Special language training requests based on unanticipated needs submitted at other times during the year will be reviewed on a case-by-case basis.

22-2.3 Supervisory Special Agents (SSAs) GS-14 and Above (See MAOP, Part 2, 1-1.9.)

SSAs with documented language training requirements may submit a language training application at any time. Language Training Unit will review and prioritize such applications and design a suitable training approach to meet the SSA's needs.

22-2.4 Foreign Language Training for Support Personnel

(1) Language Training Unit provides language training for FBI Language Analysts (LAs), which may include specialized training in higher level translation skills or in consecutive or simultaneous interpretation. New LAs will be trained in the formats and conventions used to translate foreign language materials and to process pertinent information.

(2) All LAs will be instructed as necessary in the Intelligence Community's standardized systems of Romanization for languages not written in the Latin alphabet. These standards ensure uniformity in the transliteration of names from these languages. Instruction in standardized Romanization systems will be available to other FBI employees as well, whether as part of MTT training or through other training. The Intelligence Community (IC) standards are available on the Language Service's web page.

(3) Foreign language training is also available for support personnel who are not hired to perform duties related to processing foreign language materials and for whom the foreign language skill is necessary to function while performing their official duties (e.g., Office Assistants in Legal Attache (LEGAT) offices).

22-2.5 Foreign Language Training for Legal Attache (LEGAT) Personnel/Selectees and Spouses

22-2.5.1 Legal Attache Personnel/Selectees

LTAU is responsible for coordinating language training for Legal Attaches, Assistant Legal Attaches, Office Assistants, and any other Bureau employees who have been selected for, or are under transfer orders to, a LEGAT assignment.

(1) Legat personnel, including those who have been selected for, or are under transfer orders to, a Legat assignment when applying for language training must complete an "Application for Language Training." The application should be submitted to Language Training Unit, FBIHQ. Language Training Unit will need 30 days to process a training request.

(2) Legat personnel who are already in a foreign assignment, in addition to the application, must also obtain a completed "Language Training Provider Form" (LTPF) from the potential teacher or language training institution if no FBI contract training provider is available locally. For training which is anticipated to exceed $2,500.00, but not exceeding $25,000.00, three LTPFs must be obtained to meet procurement regulations. The LTPF is not required for training which will take place under existing FBI language training contracts.

(3) There will be open enrollment for all Legat training requests. However, all pre-training requirements must be completed before training will be approved by Language Training Unit.

(4) Prior approval for all language training requests must be granted by Language Training Unit before funding can be allotted based on the regulations outlined in the Government Employee Training Act (GETA).

(5) If appropriate, Language Training Unit may assign self-instructional materials to employees as the most suitable approach. Employees may also initiate a request for self-instructional materials, at any time, by contacting Language Training Unit's Foreign Language Resource Center.

(6) Legat personnel whose tour of duty will end within one year will not be approved for additional language training, with the exception of self-instructional materials.

(7) The minimum professional proficiency is a level 3 speaking proficiency on the Interagency Language Roundtable Scale. Level 3, therefore, is the targeted proficiency level for language students. The terminal proficiency goals for Legal Attaches and Assistant Legal Attaches are: Speaking Level 3, Listening Level 3, and Reading Level 2. The proficiency goals for Intelligence Analysts assigned to Legat offices are the same. Language Training Unit will consider requests for the language maintenance program for individuals with a speaking proficiency level of 3 if the funding is available.

(8) The terminal proficiency goals for Office Assistants are Speaking Level 2, Listening Level 2, and Reading Level 1.

(9) All training involves mandatory testing requirements. Pretests may include the Defense Language Aptitude Battery (DLAB) for beginners, and the Self-Assessment Form and/or an oral telephone test for non-beginners. Post-training testing involves an oral telephone test. Post-training requirements also include a post-training questionnaire and may involve additional assessment forms.

(10) Employees who receive Bureau-paid language training incur a service obligation commensurate with the duration and cost of training. (Consult MAOP for specific information.)

(11) Training approval by Language Training Unit will be limited to or depend on available funds, the suitability of the requested training to FBI needs, and as described herein.

22-2.5.2 Spouses of LEGAT Personnel/Selectees

By regulation, spousal training cannot be funded through GETA or the Language Training Unit language training budget. The Office of International Operations will locate appropriate funding for this purpose if the funding is available. Language Training Unit will process language training requests for spouses for up to $2,500.00 per year. (No spousal training will be approved within the last year of the international assignment.)

(1) All pre- and post-training requirements for spouses are the same as for employee training described above; the proficiency goals for spouses are Speaking Level 2, Listening Level 2, and Reading Level 1.

(2) Depending on availablity, spouses may utilize Bureau self-instructional materials through LTAU's Foreign Language Resource Center.

22-2.6 Foreign Language Resource Center (FLRC)

(1) Foreign Language Self-Study Training

Language Training Unit's Foreign Language Resource Center (FLRC) provides self-study foreign language training materials for Special Agents, Legal Attache personnel, and support personnel who need basic language development, follow-up skill building, and/or refresher training. Self-study foreign language training materials are available in different formats (such as workbooks, audio tapes, video tapes, and CD-ROM computer-delivered courseware), in various skill levels, and

in many different languages. Priority will be given to those employees demonstrating the most pressing needs (i.e., TDY or short-term assignments). Otherwise, the materials will be available on a first-come, first-served basis for a period of three months. Individuals utilizing self-study foreign language training materials will need to fulfill certain pre- and/or post-training test/evaluation requirements as determined by Language Training Unit.

(2) Other Resources

Language Training Unit's Foreign Language Resource Center provides a link between the FBI and other language community resources, such as on- line glossaries and other multimedia resources. The FLRC provides advice and other ancillary language-related services, including referrals to appropriate agencies and organizations.

22-3 DELETED

22-4 FOREIGN LANGUAGE INCENTIVE PROGRAM (FLIP) (See MAOP, Part 1, 22-1.5.)

(1) The purpose of FLIP is to reward FBI employees in the San Juan Division for substantial use of their Spanish language expertise in service to the FBI. Each FLIP recipient must have a valid oral proficiency score of 2 or higher in Spanish. Scores of 2+ and below are valid for a period not to exceed one year; scores of Level 3 or 3+ are valid for a period not to exceed three years; scores of Level 4 and higher are valid for a period not to exceed five years. It is the responsibility of the FLIP participant to ensure that test scores are current. Test appointments must be made by March 30th of the FLIP Award year.

(2) Each FLIP recipient must have a rating of Meets Expectations on all critical elements on their most recent annual performance appraisal report.

(3) SAC, San Juan, or his/her designee, must certify that employees are required to use their Spanish language ability in the performance of their duties.

22-5 EMPLOYEE LANGUAGE ANALYST PROGRAM

(1) The LS Program was established in 1996 to ensure prompt and professional attention to all areas of concern relating to the administrative and operational issues of LSs, Language Monitors (LMs) and Supervisory Foreign Language Program Coordinators (SFLPCs).

(2) All administrative issues regarding promotions, transfers, training (non-GETA-funded), Language Specialist Advisory Committee (LSAC) functions, resource reallocations and/or redesignations are managed by the Foreign Language Program Manager(s) primarily responsible for managing LS Program issues as assigned by the FBI Linguist Program Manager.

(3) The LS Program's mission is accomplished through liaison with FBIHQ entities, non-FBI personnel, field office personnel, and the LSAC. Tracking issues and initiatives within the Foreign Language Program (FLP) that directly impact the LS program ensures that the program is efficient, effective and responsive to the needs of LSs, LMs, Supervisory Foreign Language Program Coordinators, and the FBI.

22-5.1 Entry-Level Grade Determination and Promotions for the Language Specialist (LS) and FBIHQ Translator Position

(1) All applicants, including on-board employees, must pass the Bureau foreign language test battery with requisite scores in order to be considered for the LS or LM position.

(2) The career ladder for the LS position is GS-7 through GS-12 and the career ladder for the LM position is GS-7 through GS-13. Promotions within these ladders are contingent upon the incumbent's meeting of experience and/or educational requirements identified by MAOP, Part 1, 22-5.1 (3) through (6) and upon supervisory approval. (For additional information regarding LS promotion to the GS-13 level, see MAOP, Part 1, 22-5.2 through 22-5.6.

(3) Applicants or on-board employees who possess qualifying experience and/or college-level education totaling four years qualify for the GS-7 LS and LM positions.

(a) The college degree may be in any subject. Qualifying experience consists of any work with a foreign language (i.e., translating, teaching, interpreting, editing foreign-language manuscripts, or experience in positions requiring a bilingual capability). Also considered are life experiences from residing in the nonnative language culture. Where English is the nonnative language, residence in the United States qualifies. Life experience, however, may only be applied toward the GS-7.

(b) For Bureau employees who pass the foreign language examination, qualifying experience may also include experience gained through normal FBI duties. This type of experience may only be applied toward the GS-7. While previous Bureau experience may not be language-related, familiarity with the FBI's mission, policies, and procedures gives these candidates a greater amount of institutional knowledge. This knowledge is essential in order to perform at an acceptable level within the LS and FBIHQ Translator position.

(4) Applicants or on-board employees who possess qualifying experience and/or college-level education totaling five years qualify for the GS-9 LS and LM positions.

(a) Completion of a Master's degree qualifies an applicant for the GS-9 LS and FBIHQ Translator positions. The Master's degree must be in the foreign language or a related subject (for example: English, foreign affairs, area studies, etc.)

(5) Applicants or on-board employees who possess qualifying experience and/or college-level education totaling seven years qualify for the GS-11 LS and FBIHQ Translator positions.

(a) Completion of a Ph.D. qualifies a candidate for the GS-11 LS and LM positions. The Ph.D. must be related to foreign language or country area studies.

(6) Applicants or on-board employees who possess qualifying experience and/or college-level education totaling eight years qualify for the GS-12 LS and LM positions.

(7) On-board employees who have served as LMs at the GS-12 level for a period of one year qualify for the GS-13 LM position.

(8) If an applicant gains additional experience and/or education which would affect their hiring grade after the initial grade determination and prior to entering on duty, the Bureau Applicant Employment Unit, Administrative Services Division (ASD), will forward the applicant's file to the Language Administration and Acquisition Unit for supplemental review. If this review discloses

the applicant possesses additional work experience and/or education which qualifies them for a higher grade, the matter will be forwarded to the Pay Administration and Support Staffing Unit, ASD, for final determination.

22-5.2 Criteria for Promotion to the GS-13 Level for Language Specialists (See 22-5.1.)

(1) The GS-13 Language Specialist position is not part of the Language Specialist career path. It is unique, and each recommendation for promotion to that level will be considered on an individual basis. Each GS-13 position will be limited to the incumbent. In order to be considered for promotion to the GS-13 level, a Language Specialist must have: completed one year at the GS-12 level; an overall fully successful rating on their last Performance Appraisal Report; and, their rating official's recommendation.

(2) The rating official of the Language Specialist being considered for promotion must draft an electronic communication certifying that they meet the established criteria for promotion to the GS-13 level position and that there is sufficient complex work within the candidate's foreign language fluency at that field office to warrant the promotion.

(3) All eligible GS-12 Language Specialists will be evaluated in two phases to determine if they meet the qualifications for promotion to the GS-13 level. Phase one is the submission of one of the following documents which will be evaluated for accuracy, correct register, punctuation, and syntax (if possible, the work exemplars should not contain any markings which would identify the Language Specialist):

(a) a verbatim audio translation (length 6-10 pages); or

(b) a document translation (length 6-10 pages).

The work exemplars must exhibit a level of difficulty and institutional knowledge to demonstrate the ability to perform the duties and responsibilities at the GS-13 level. Difficulty may be demonstrated by the subject matter (technical, legal, political, scientific, etc.), specialized terminology, or quality of the material. The work exemplars will also be evaluated to determine the level of English in the summaries and translations to ensure the correct grammar, syntax, spelling, and semantics have been employed.

(4) For phase two, the Language Specialist will be further evaluated to determine the extent to which their education, work experience, and training indicate that they possess the following six Knowledge, Skills, and Abilities (KSAs) which have been identified as necessary in order to demonstrate possession of the required experience to perform the duties and responsibilities of the GS-13 Language Specialist. Of the six KSAs, number one has been identified as a core KSA and the Language Specialist must score at least five points on this KSA and a minimum of three points on the other KSAs. To be considered for promotion the LS must score at least 20 out of a possible 30 points.

KSA #1 - Ability to communicate effectively in writing in order to provide expert level verbatim translations from recorded and written material (foreign language to English and English to foreign language) from a variety of documents including financial, medical, legal, coded information;

KSA #2 - Ability to evaluate the work of others;

KSA #3 - Ability to communicate orally in order to interact and work independently with people at all levels of responsibility;

KSA #4 - Ability to research difficult and hard-to-find terminology from a variety of resources in order to render accurate translations both written and oral for a variety of documents;

KSA #5 - Ability to provide in-depth and precise oral or written analysis or profiles on investigative targets and/or situations; and

KSA #6 - Knowledge of federal and FBI policies and guidelines pertaining to national security and criminal investigative programs.

This certification, along with the completed promotion package from the Language Specialist, must be submitted by field office management to the appropriate Translation Deployment Unit for that language at FBIHQ, Attention: Language Services Section, for further review and evaluation.

(5) Submission deadlines for receipt of promotion packages will be February 1st and August 1st of each year. Packages received after either of these dates will not be considered until the next scheduled session.

(6) Upon receipt of a completed promotion package, which must include work exemplars, completed KSA responses, and certification from the rating official, the Program Manager or Program Specialist assigned to the appropriate Translation Deployment Unit for that language will send the work exemplars to an expert of the submitted foreign language for review and evaluation. The TDU will make every effort to ensure the anonymity of the candidates. After the work exemplars are reviewed, the KSAs will be further evaluated by a Qualifications Review Board (QRB). If there are discrepancies or concerns as a result of the work exemplar review, a second review will be conducted.

22-5.3 Composition and Standards for the GS-13 Language Specialist QRB (See 22-5.1.)

(1) The QRB is a rotational national board comprised of three SLSs or GS-13 LSs and chaired by either the Unit Chief of the appropriate Translation Deployment Unit for that language or his/her designee as the final selecting official.

(2) The QRB will evaluate the promotion package using a crediting plan approved by the Administrative Services Division (ASD).

(3) The evaluation process will determine if correct grammar, syntax, spelling, and semantics have been employed and that the level of English and the foreign language is at the expert level. The examples will also be reviewed for accuracy, relevancy, conciseness, and institutional knowledge.

(4) The Section Chief, LSS, or their designee, will convene a new QRB at each sitting to fairly reflect the make-up of the pool of candidates and to ensure geographical diversity.

(5) All deliberations will be audio-taped and maintained by the appropriate Translation Deployment Unit for that language for a period of FIVE years. (See MAOP, Part 1, 7-6.7 and 22-5.6 (15)(d).)

22-5.4 Personnel Resource List (PRL) Transfer Matters (See also MAOP, Part 1, 11-16.6 and 22-5.1.)

(1) An EC from Administrative Services to All Divisions, dated March 3, 1999, and titled "SUPPORT PERSONNEL TRANSFER POLICY" set forth approval for no-cost, personal convenience transfers for employees assigned to the 1040 job series.

(2) Personnel Resource List (PRL) transfers are offered to LSs and LMs throughout the FBI. PRL transfers are based upon seniority and are approved at no cost to the FBI if there are vacancies designated for the language of the requesting LS or LM.

(3) The advertisement for a PRL transfer to fill an existing vacancy in a field office is at the discretion of LSS. LSS will assess and determine if an interoffice PRL transfer will have an adverse effect on the Foreign Language Program and on the national workflow as prioritized by the operational divisions at FBIHQ.

(4) PRL transfers are approved in the best interest of the FBI. Exigent operational needs may at times provide a temporary basis to forestall the PRL transfer or relocation of an LS or LM. Release of the LS or LM may also be temporarily denied when granting the request would have a significant negative impact on organizational efficiency or effectiveness.

(5) In instances where an employee is denied release pursuant to a special position PRL transfer from their current office for more than 30 days, the concurrence of the Transfer Unit must be obtained.

(6) Because of the difficulty in replacing some LSs who may otherwise be approved for a transfer, concurrence is required from the division where the LS or LM is departing, as well as from the receiving office. If concurrence is not received from the LS or LM's supervisor, LSS will not approve the transfer. Furthermore, LSS will assess if the interoffice PRL transfer will have an adverse action on operational needs of the participating field divisions and will determine if filling the vacancy with an outside applicant is best for the FLP.

(7) Due to retirements, resignations and removals, vacancies often change throughout the year for each division. When LS or LM vacancies occur, LSs and LMs are given priority consideration for the vacant position. If no LSs or LMs apply for a transfer to the office with the existing vacancy by a set deadline, the position is either offered to Contract Linguists or on-board personnel or applicants for the LS position who have passed all phases of the foreign language test battery.

(8) Transfer requests are not carried over from one open season to the next; therefore, each LS or LM requesting a PRL transfer must submit his/her first, second or third choice for a PRL transfer during each open season.

(9) LSS has established two open seasons for each calendar year during which PRL transfer requests will be accepted, (January 1 - March 1 and June 1 - August 1). LSs and LMs requesting PRL transfers may request them during these times.

(10) LSs and LMs requesting PRL transfers must satisfy the following criteria:

(a) the LS or LM must have one year of continuing service with the FBI as a permanent employee;

(b) have a rating of at least "Meets Expectations" on each critical element of their most recent Performance Appraisal Report;

(c) agree to bear all costs associated with the transfer;

(d) agree to work whatever shift is required by the receiving office;

(e) be able to report for duty within 90 days of the issuance of the transfer orders; and,

(f) be willing to serve a minimum of three years in his/her new office of assignment.

(11) Exigent operational necessity may at times provide a temporary basis to forestall the PRL transfer or relocation of LSs. Release may also be temporarily denied when granting the request would have a significant negative impact on organizational efficiency or effectiveness. In instances where an employee is denied release from their current office for more than 30 days, the concurrence of the Transfer Unit must be obtained.

(12) All transfer requests should be made by completing the PRL Transfer Form and returning it to the Employee Language Analyst Assessment Program/LSS, FBIHQ, by COB, March 1 and August 1. To be considered for PRL transfers, interested LSs and LMs must complete the Language Specialist Program PRL Transfer Form and return it to LSS by the specified deadline for each open season.

(13) LSs and SLSs are urged to secure a copy of the referenced EC at 66F-HQ-A1240026-TF, serial 322 (for information on other rules and regulations effecting PRL transfers as they pertain to the LS Program).

(14) At the end of each open season, LSS will forward the names of all LSs requesting transfers to the Transfer Unit for processing or retention. If necessary, linguists may be officially notified of their placement and ranking on the PRL, but cannot be guaranteed a transfer.

22-5.5 Language Specialist Professsional Development Certification Plan (PDCP) (See MAOP, Part 1, 22-5.1.)

(1) The Professional Development Certification Plan is applicable to all LSs and LMs.

(2) In the event that only one LS is assigned to an office, the LS's supervisor should ensure that training required by this plan is provided. Some of the requirements may be met by sending an LS's and LM's work to be reviewed by an experienced LS or LM in another division or, if funding is available, allowing the LS to travel to another field division for one-on-one training.

(3) Additionally, to ensure full compliance with this training initiative, Supervisory Foreign Language Program Coordinators and Foreign Language Program Managers are encouraged to coordinate training dates with intraoffice automation professionals or outside vendors, and the Chief Division Counsel to provide training to LSs on legal and computer-related matters.

(4) S Supervisory Foreign Language Program Coordinators and Foreign Language Program Managers must ensure that all LSs for whom they are responsible for issuing performance ratings complete the following:

(a) Review the LS Administrative and Operational Handbook (LS Handbook)

1. The LS Handbook was developed to ensure that all LSs, LMs and Supervisory Foreign Language Program Coordinators and Foreign Language Program Managers have an all-inclusive directory of current policies and other guidelines established for the LS program. Included in the LS Handbook are: policies established for training, transfers, and promotions; copies of performance plans for each LS and LM position; position descriptions for each LS and LM position; FBI and federal regulations regarding temporary duty assignments, tips for courtroom testimony; FISA and Title III guidelines; and acronyms utilized within the FBI and the FLP. Overviews of various criminal, national security and counterterrorism program initiatives are also provided.

(b) Review FBI Guidelines and Policies regarding the FLP found in this section (22) of the MAOP.

1. FBI guidelines and policies regarding the FLP included in the MAOP and Manual of Investigative Operations and Guidelines (MIOG) are often not reinforced. Knowledge of MAOP and MIOG procedures are vital in order for LSs and LMs to ensure that their final products are completed within full and acceptable compliance as outlined in the MAOP and MIOG.

(c) Computer Training

1. LSs and LMs must have or acquire basic computer skills in order to manage communications that they must produce on a daily basis. Therefore, LSs and LMs must attend a basic software utilization training course, i.e., WordPerfect or Word, Windows, etc. This training can be accomplished through a vendor or "in-house" training by the field office's computer personnel. In addition to basic computer training, orientation and continual training must be provided to LSs on the operations of FBI digital collection systems such as Digital Storm, Red Wolf, and Voice Box, as applicable to each field office.

(d) Legal Training

1. It is imperative that LSs know which FBI internal guidelines and federal laws are applicable to minimization while monitoring Title IIIs, and Department of Justice and FBI rules and regulations pertaining to handling electronically-intercepted materials.

2. The legal training provided to LSs under this initiative should be commensurate to that which is required for incoming new Special Agents. Supervisory Foreign Language Program Coordinators and Foreign Language Program Managers should consult their respective Chief Division Counsel to determine when this training is offered in his/her division.

3. Testifying in court is a rare duty for most LSs. Knowing courtroom etiquette and how to prepare to testify in court while representing the FBI is very important. Therefore, with the implementation of this training initiative, LSs must attend Moot Court training.

(e) Intra-office Training

Intra-office training introduces LSs and LMs to the policies and procedures within each field division. This training affords new LSs the opportunity to receive one-on-one training from experienced LSs or Supervisory Foreign Language Program Coordinators and Foreign Language Program Managers regarding FBI translation procedures and regulations. This training will include instructions for preparing verbatim and summary translations, as well as having the incoming LS's work reviewed by an experienced LS or a Supervisory Foreign Language Program Coordinator.

(f) Interpreting Training

Other training recommended, based upon availability, includes interpreting training and attending an LS in-service at Quantico or another site. Interpreting training must include the completion of at least one interpreting assignment and, if feasible, the LS should attend a basic consecutive interpretation training course or debriefing.

(g) In-Service Training

In-service training will be provided as authorized by the Training Division. LSs, LMs and Supervisory Foreign Language Program Coordinators and Foreign Language Program Managers will be advised when these training events will be held.

(5) Instructions for Implementation of the PDCP

The following instructions must be followed to ensure proper tracking of tasks completed by each LS and LM:

(a) Supervisory Foreign Language Program Coordinators and Foreign Language Program Managers must provide a copy of the Professional Development Certification Form (PDCF) to all new LSs and LMs within the FIRST two weeks of assignment to the LS position.

(b) Upon completion of each task, the LS or LM and his/her supervisor must certify the completion by signing the PDCF and providing the actual date of completion of each task.

(c) Upon completion of certifying all tasks, the LS or LM is provided a copy of the PDCF for his/her personal file and a copy should be retained in the LS's or LM's intraoffice personnel file.

(d) The LS's or the LM's supervisor must provide a copy of the PDCF to LSS for retention.

(e) DEADLINES

1. A completed PCDF is required for/by each LS or LM one calendar year from the LS's or the LM's EOD date.

2. LS supervisors and/or rating officials must ensure that the deadlines for completion of all training requirements set forth in the PDCP are met.

22-5.6 Language Specialist and Language Monitor Promotions (See MAOP, Part 1, 22-5.1.)

(1) This section sets forth promotion policy for LSs and LMs assigned to FBI field offices and FBIHQ, Language Services Translation Center (LSTC).

(2) LMs may advance to the GS-9 level only. This advancement is approved after the LM has served one year in the GS-7 and is recommended by his/her supervisor after having met all expectations and/or requirements of the GS-7 LM position.

(3) LS promotions below the GS-13 level are approved at the field office level by the LS's rating official.

(4) All LSs, whether assigned to a field office or to FBIHQ, LSTC, must present a promotion package to LSS in order to be considered for promotion to the GS-13 LS position.

(5) The requirements for consideration for promotion to the GS-13 LS position are satisfied by knowledge and skills in the following:

(a) English and one foreign language sufficient to render translations with correct grammar, syntax, spelling and use of a wide range of both technical and nontechnical vocabulary;

(b) advanced skill in translating that has been gained through extended experience to render material in precise, accurate, idiomatic English of a level and in a style appropriate to the subject matter; and,

(c) mastery of an exceptionally wide range of vocabulary and grammar, spelling and syntax. It also involves mastery of all aspects of the translating field and knowledge of the subject matter well enough to be considered an expert translator in that field.

(6) Duties of a GS-13 LS

(a) GS-13 LSs are recognized as experts in the field of translation (in other words, they provide translations and interpretations that are final and authoritative and are sought out by other LSs for assistance).

(b) GS-13 LSs are responsible for translating and/or interpreting very difficult material from a variety of disciplines (scientific, technical or political). Standard assignments for courts, attorney meetings, etc., do not meet these requirements.

(c) The work of a GS-13 LS affects investigations and intelligence initiatives undertaken by the Bureau, and occasionally by other departmental agencies. Liaison with contacts is not limited to FBI officials, and includes high-ranking officials from outside the FBI (foreign judges, heads of foreign government agencies, heads of foreign law enforcement agencies, attorneys, etc.) or people who provide information critical to the course of FBI investigations.

(d) GS-13 LSs provide accurate evaluations, assessments, and/or rate other linguists' work, which include GS-13 Promotion Packages and Quality Control work reviews.

(7) In order for LSs to be considered for promotion to the GS-13 LS position, GS-13 level work must be generated by and available in the recommended LS's office on a constant and long-term basis. Any LS recommended for promotion to the GS-13 LS position must spend at least 25 percent of his/her 8-hour workday completing GS-13 level work assignments. Therefore, any division submitting GS-13 promotion packages must provide proof that the division is constantly making GS-13 level work available to the recommended LS. Additionally, proof must be provided which indicates that the division is expected to continue to generate and/or have available GS-13 level work for at least 3-5 years. Packages received from divisions that cannot provide this information will not be accepted.

(8) LSs promoted to the GS-13 LS position must be available to complete GS-13 level work as needed and assigned. LSs who refuse to complete GS-13 LS assignments, including evaluating GS-13 promotion packages, will be considered as not meeting the expectations of their new position and may be considered ineligible to remain in the GS-13 LS position.

(9) Promotion Open Season

(a) LSS has established two open seasons for which all eligible full-time LSs may apply for promotion to the GS-13 LS position. An LS may apply for promotion ONCE each calendar year. Promotion packages must be received by LSS by February 1 or August 1 of each calendar year. All packages must be submitted by the LS's supervisor. Packages received after the established deadlines or without proper documentation will be returned to the Linguist for submission during the next open season.

(b) The promotion process consists of two phases: Phase I - LSs may submit samples for evaluation; and Phase II, LSs may submit Knowledge, Skills and Abilities statement (KSAs). Evaluations of work samples and KSAs will be conducted by GS-13 Linguists and SLSs.

(c) Advancement to Phase II cannot be accomplished until the LS's work samples are certified as meeting the criteria established for promotion to the GS-13 LS position.

(10) Explanation of GS-13 Promotional Criteria

The following information explains the criteria for promotion to the GS-13 LS position and the evaluation process followed by reviewers of GS-13 work samples.

(a) Referencing the Position Classification Standard for the GS-1040 Job Series, the requirements for consideration for promotion to the GS-13 LS position is satisfied by knowledge of English and one foreign language. This knowledge of English and one foreign language must be sufficient enough to render translations with correct grammar, syntax, spelling and use of a wide range of both technical and nontechnical vocabulary. Advanced skill in translating that has been gained through extended experience to render material in precise, accurate, idiomatic English of a level and in a style appropriate to the subject matter should also be demonstrated.

(b) Each LS has been previously provided a sample promotion package which lists six KSAs that must be addressed by LSs seeking promotion to the GS-13 LS position. The primary and core duty of a GS-13 LS is outlined in KSA #1, which is "the ability to communicate effectively in writing in order to provide expert level verbatim translations from written and recorded material (foreign language to English and English to foreign language) from a variety of documents including financial, medical, legal, coded and/or encrypted information."

(11) Explanation of the Evaluation Process

(a) The work samples provided by a LS are reviewed by GS-13 LSs or Supervisory Foreign Language Program Coordinators (SFLPCs) and Foreign Language Program Managers (FLPMs). All reviewers of GS-13 work samples utilize a standard evaluation form that describes the core duties of the GS-13 LS position. This evaluation form details the level of difficulty and the types of translations that are routinely completed by GS-13 LS's.

(b) Additionally, the reviewers use a standard key (the Error Notation Key) to annotate errors found within work samples. The reviewers provide comments on the work samples in regards to the accuracy, content, structure, grammar, vocabulary, syntax and the technical nature of the translation.

(c) If denied promotion, the LS is eligible to submit another promotion package during the next open season. The package must be received by LSS prior to the deadline set for each open season. The reviewers' comments forwarded to the LS with the denial letter should aid LSs in deciding the

proper course of action to take in making improvement in the areas noted. It is also recommended that, if applicable and if funding is available, the LS should consider registering for a course that may help to improve in areas where skill enhancement is necessary.

(12) Phase I - Instructions for submitting work samples.

The initial submission for the LS's promotion package must include the following:

(a) An EC recommending the LS for promotion;

(b) A signed supervisor certification form;

(c) A signed LS certification form;

(d) Four copies of three diverse work-related samples that are not more than three years old and do not total more than 10 pages combined.

(e) Each work sample must be numbered and its components clearly marked (i.e., Sample I (original) and Sample I (translation); Sample II (original) and Sample II (translation); Sample III (original) and Sample III (translation)).

(f) Each page of each work sample must be numbered.

(13) Phase II - Instructions for Submitting KSA Packages.

(a) LSs must submit the KSA package to his/her rating official for approval. The LSs supervisor must forward the KSA package to LSS by an official EC. LSs should not list references for verification or his/her name within the body of the KSAs, but may list references on a separate sheet of paper.

(b) The LS's KSA package must contain the following:

1. One original set of KSAs WITH THE LS'S NAME AND FIELD OFFICE (to be retained by LSS), and

2. Four copies of the LS's KSA submissions VOID OF NAME OR FIELD OFFICE to be rated by a Qualifications Review Board (QRB).

(14) Return of promotion packages to candidates for noncompliance to submission procedures.

The following is a noninclusive list of grounds for which promotion packages will be returned for noncompliance:

(a) Translations from audio without the audiotape and vice versa;

(b) Supervisor recommendation missing;

(c) Translation missing for document(s) submitted;

(d) Work samples: Too many or too few pages. Work samples should consist of three different work samples. The combined total number of pages should not exceed 10 (ten) pages for all three samples;

(e) Original document missing;

(f) Submitting the same work sample twice (new work samples must be submitted for each open season);

(g) Submitting additional work samples for a secondary language. The work sample submitted should be for the language for which LS is assigned, i.e., if he/she is an Arabic LS and is assigned to an Arabic LS position, his/her work samples should be from or into Arabic; and,

(h) KSA packages received that have the LS's name on all copies of the KSA. The LS's name and identifying information should only be on one copy of the KSA submission. The remaining three (3) copies should be blank in the space for the name and other personal identifying data. This is for the purpose of immediately submitting KSAs for evaluation.

(i) Documents typed in all caps or not properly marked, i.e., pages not numbered and/or no differentiation between the original source material and the translation.

(15) Instructions to Evaluators of GS-13 Promotion Packages.

(a) Upon receipt of GS-13 promotion packages, LSS/TDU personnel assigns each package an Employee Tracking Number (ETN). The ETN is a unique number that ensures the anonymity of each package during the entire promotion process.

(b) During Phase I evaluators rate three work samples submitted by candidates applying for the GS-13 LS position. Evaluators utilize the LSS approved Error Notation Key (ENK) as a guide for annotating errors, omissions and other anomalies found within the samples. Specific instructions regarding the use of the ENK is provided during hands-on training or self-study instructions offered by the LSS/TDU.

(c) During Phase II evaluators rate KSA packages submitted by candidates who have passed Phase I. Evaluation of KSA packages are performed by a combination of three GS-13 LSs and SLSs known as a QRB.

(d) The purpose of the QRB is to review and rate promotion packages submitted by LSs seeking promotion to the GS-13 LS position. An Administrative Services Division-approved crediting plan will be utilized. All QRB proceedings are tape recorded and held by LSS for FIVE years. (See MAOP, Part 1, 7-6.7 and 22-5.3 (5).)

(e) When serving on a QRB, members must adhere to the following guidelines:

1. Rate each package utilizing the ASD's approved Crediting Plan Evaluation Form;

2. Complete the rating sheet and report the scores to LSS by fax or e-mail;

3. Retain the entire package until a QRB is convened to discuss the promotion package;

4. A QRB will convene only if there is a point difference that requires further discussion. In the event that a QRB cannot reach a consensus on the final score of a KSA package and detailed evidence has been provided by the LS that clearly supports statements provided in response to the KSA question, the entire KSA package along with all comments made by all raters will be forwarded to the Unit Chief of the Translation and Deployment Unit for final disposition.

5. After a QRB has rated KSAs and no further discussions are required, QRB members must return all original materials to LSS by Federal Express. Any photocopies made of the promotion packages must be shredded.

(16) LSS Report of Results and/or Status of Promotion Packages to GS-13 Candidates

LSS intends to notify GS-13 candidates within 30-45 workdays regarding the status of the promotion package. However, exigent operational deadlines may sometimes delay the processing of the package. If the LS's work samples are acceptable, he/she will be given 30 days from the date of the notification EC to submit a completed KSA package to his/her supervisor for review. If the LS's work samples are not acceptable, he/she will be notified via an official communication along with a summation of the reviewers' comments.

(17) GS-13 Promotion Package Appeal Procedures - Phase I

If the LS wishes to appeal the reviewers' decision, he/she may do so in writing, fully detailing the reasons which justify the appeal, within 10 days from the date of notification EC by an official EC to the appropriate Unit Chief of the Translation Deployment Units, LSS.

(18) GS-13 Promotion Package Appeal Procedures - Phase II

If the LS wishes to appeal the QRB panel's decision, he/she may do so in writing, fully detailing the reasons which justify the appeal, within 10 days from the date of the notification EC, via an official EC to the Section Chief of the LSS.

22-5.7 On-Board and Former Employees Seeking Reinstatement to the LS or LM Position

(1) All former and on-board employees seeking reinstatement into an LS or LM position must have test scores that are no more than three years old. This policy is also applicable to those employees returning from Legat and/or overseas assignments where they were not assigned to an LS position.

(2) LSS test certification expires after three years unless an employee is continually assigned to an LS, LM, SFLPC or FLPM or Contract Linguist position. Therefore, if an employee separates from an LS or LM position and wishes to return to an LS, SFLPC or FLPM position, and, has test scores on file in the LSS that are more than three years old, he/she must be retested (recertified) in the applicable foreign language before being reconsidered for reassignment to an LS, SFLPC or FLPM or LM position.

(3) If the employee passes all testing requirements, he/she must compete with other employees for any available LS positions that exist in the current office of assignment.

22-5.8 Language Specialist of the Year Award

(1) The LS of The Year Award was established in order to recognize the outstanding achievements or contributions made by individual LSs throughout the FBI. This is a non-monetary award to be presented each April for service rendered in the previous calendar year.

(2) Nominations for LS of the Year Award will be accepted from November 1 - December 1 of each calendar year. Nominations must be presented on the Official Language Specialist of the Year Nomination Form. Nominations that are not submitted on the required form will not be accepted.

(3) Award

The Language Specialist of the Year Award will be awarded as a wooden plaque with an engraved plate bearing the name of the award, the recipient and the year for which the award is given, as well as an inscription with the name of the Bureau and LSS. Only one Language Specialist of the Year Award will be granted per year. The selectee and six finalists will be chosen from those nominated by their respective supervisor from all seven regions established by the Language Specialists' Advisory Committee. Finalists will receive a certificate from LSS congratulating them on their selection.

(4) Nomination Process

(a) The FBI Linguist Program Manager will oversee the nomination process. By November 1 of each year, this program manager will notify rating officials that they can submit one nomination for Language Specialist of the Year Award and will instruct that nominations be sent to LSS by December 1 of each year.

(b) Nominations can only be submitted by the LS's rating official, and each rating official may nominate one LS. Nominations should include the name of the nominee, the nominee's assigned field office, the name of the person making the nomination, and a brief narrative no longer than two pages explaining why the nominee is deserving of the award. The narrative must cite specific examples of actual work tasks and actions that demonstrate the required qualifications.

(c) Nominations should be based on sustained exceptional performance and will be rated on three areas: dedication, productivity, and professionalism shown during the previous calendar year.

(5) Listed below is a NONINCLUSIVE list of areas of consideration that may be noted within the narrative:

(a) DEDICATION may be demonstrated by a continued willingness to work long hours or unusual shifts; filling last-minute TDY assignments; or, putting work priorities ahead of personal convenience.

(b) PROFESSIONALISM may be indicated by presenting consistently polished work product; displaying a professional demeanor while conducting and establishing liaison with individuals at all levels of responsibility inside and outside of the FBI for whom he/she may be assigned translation and/or interpreting assignments; and, diplomacy under pressure.

(c) PRODUCTIVITY implies a level of output consistently above that produced by other Language Specialists without a decrease in quality or accuracy.

(6) Selection Committee

(a) The FBI Linguist Program Manager will group the nominations by each LSAC region (1-7) and distribute the nominations to the selection committee by December 31 of each year.

(b) The selection committee will be comprised of a randomly chosen combination of three Language Specialist Supervisors. This will include Supervisory Foreign Language Program Coordinators or Foreign Language Program Managers and/or Language Specialist Supervisors for the first year. Thereafter, the selection committee will be comprised of two Language Specialist

Supervisors and the Language Specialist of the Year from the preceding year. Language Specialist supervisors cannot serve on the selection committee for consecutive years.

(c) There will be two selection committees. The first committee will review all nominations and select 7 regional finalists and will have until January 15 to review the nominations and select a finalist from each region, after which the program manager will schedule a face-to-face meeting, a video conference or teleconference with the second committee to discuss the nominations, review the 7 regional finalists' nominations and select the LS of the Year by February 1 of each calendar year. The decision for the LS of the Year will be made by March 15 of each year and the LS of the Year will be awarded by April 1 of each calendar year.

(d) In addition to the final reviews conducted by the selection committee, Language Services Translation Center supervisors and Deployment Program Specialists will be contacted for input relative to assistance rendered by the nominated LSs in support of national priority matters and temporary duty assignments.

(7) Selection Criteria

(a) The appointed TDU program manager will serve as a nonvoting chair to record the votes of selection committee members to determine the finalists in each region. There will be one finalist selected for each of the seven regions.

(b) After finalists have been selected, committee members will deliberate and vote to determine which of the finalists is to be named Language Specialist of the Year based on the following scoring system: Dedication (1-10 points); Productivity (1-5 points), and; Professionalism (1-5 points).

(8) Presentation

(a) The FBI Linguist Program Manager at LSS will announce the name of the Language Specialist of the Year along with the names of the six regional finalists by March 15 of each year.

(b) The plaque for the winner and certificates for the six finalists will be sent to the recipients' respective field offices to be presented in an all-employee conference or other suitable setting before April 1 of each year.

22-6 TRANSLATION POLICY (See MIOG, Part 2, 13-23.)

22-6.1 Request for Translation

(1) Designate request for translation "Attention: Translation and Deployment Unit I, II, III (depending on the language), FBIHQ." To see which languages are covered by which TDU unit go to: http://di.fbin.fbi/lss/translation/LSTC_Language_POC_Breakdown.pdf.

(2) Handle material as evidence when applicable, and clearly indicate request that the material should be handled as evidence.

(3) Request summary translation unless a full translation is absolutely essential.

22-6.2 Translation in Reports

(1) If translations are set forth in a report, the translator's identity should not be set forth in any portion of the report.

(2) Parenthetical comments made by translators are for information and guidance and should not be incorporated in a report or in any communication to be used in a report.

22-6.3 Responsibilities of the Field and Legal Attaches with Respect to Translation

The office initiating the request for a translation has the responsibility of taking whatever investigative action is necessary and of disseminating pertinent details contained therein to other interested offices and to FBIHQ.

22-6.4 Translations in the Field and Legal Attaches

(1) All translations handled in the field and Legal Attaches must be performed within office space, unless otherwise approved by FBIHQ, and must be performed by fully qualified personnel who have passed appropriate translation tests.

(2) All translations of forms or other material for official distribution from English into a foreign language done by personnel other than FBIHQ Translators must be submitted to the appropriate Translation and Deployment Unit I, II, III for review and retyping, if necessary, before printing and/or distribution.

(3) The translating office will generally furnish two copies of the translation to the contributor.

(4) Unless otherwise instructed by FBIHQ, when material is sent directly from one field office to another for translation, furnish a copy of the cover communication to FBIHQ, Attention: Translation and Deployment Unit, FBIHQ, and follow the same procedures on the return of the translation to the contributor.

(5) In connection with translation disseminated, whether the dissemination is restricted to other interested offices or includes outside agencies, the translator's name must appear only on the translating office's file copy.

22-6.5 Translations at FBIHQ

All translations handled at FBIHQ must be performed within FBIHQ office space, unless otherwise approved, and must be performed by fully qualified personnel who have passed appropriate translation tests.

22-6.6 FORWARDING ELECTRONIC COMMUNICATIONS ACROSS ARACHNET

(1) The Language Services Translation Center (LSTC) serves as the coordinator for all waning of lines nationwide on the Digital Collection System (DCS; also known as Red Wolf). All offices wanting to transfer DCS data across Arachnet network should contact one of the Translation and Deployment Units (depending on the language) to coordinate the transfer and provide the necessary information. This is due in large part to the great amount of foreign language support that information gained by the DCS usually require.

(2) The LSTC will attempt to assist any field office with its request for coverage of DCS materials, but this will be done based on the Bureau's priorities for language coverage.

(3) For more information see EC dated 11/05/2002, 66F-HQ-A1222316-TL. (SOURCE: 66F-HQ-A1222316-TL.)

22-7 LANGUAGE SPECIALIST (LS) AND LANGUAGE MONITOR (LM) TRANSFER REQUESTS

(1) LSs and LMs interested in Personnel Resources List (PRL) transfers must complete an LSS Linguist Transfer Request Form and return it prior to February 1st for consideration during the first open season or prior to September 1st for consideration during the second open season. Only LSs and LMs whose names appear on the current PRL at the time of the selection process will be considered for a PRL transfer.

(2) LSs and LMs will be officially notified of their placement and ranking on the PRL by the Translation and Deployment Unit.

(3) Hardship Transfers (See MAOP, Part 1, 11-16.5.)

(4) Unrequested Transfers

(a) LSs are required to sign a preemployment mobility agreement prior to employment. Accordingly, they must be available for transfer to any office, to include those not listed as their PRL choice (see MAOP, Part 1, 11-16.6).

22-8 MISCELLANEOUS

22-8.1 General FISA and Language Workload Survey

(1) The Operations Management Unit/LSS requires that statistics be sent to the Standards, Policy, Automation, and Metrics Program (SPAM) on a monthly basis. This includes details of the work that linguists perform nationwide, as well as a report of all FISA cases and how much is processed across the country. The linguist workload information is used to assist with workload hiring and recruiting initiatives, indicating how many linguist resources LSS has and how many they need. Both this data and the FISA information is shared with the upper echelons of FBI management to enable the Bureau to determine how well it is covering the critical Counterterrorism and Counterintelligence FISAs.

(2) Beginning 8/1/2006 the General FISA and Language Workload Survey (GFLWS) was combined from earlier monthly CT/CI and Quarterly Workload Surveys. All field offices with linguists and/or FISAs are required to send the GFLWS survey, completed, by the 15th of the month after the reporting period. Thus, for June reporting period, the survey is due by the 15th at SPAM/OMU/LSS.

(3) Field offices are required to provide ECs with the GFLWS and to include not only FISAs that linguists work on, but any active FISA in the field office.

(4) For more information about the GFLWS see EC dated 6/20/2006, 321E-HQ-A1222316-WM Serial 153. (SOURCE: 321E-HQ-A1222316-WM; Serial 153.)

22-8.2 Foreign Language Program Coordinator

(1) Each field office must designate a Foreign Language Coordinator (FLC) to serve as the office's foreign language training representative and primary liaison with the Language Services Section, FBIHQ.

(2) All foreign language training requests made by Special Agent and support personnel must be coordinated with and approved by that office's FLC prior to submission to FBIHQ.

(3) The FLC must maintain an up to date listing of completed language training and certified proficiencies of personnel assigned to that office.

(4) The FLC serves as the office's principal point-of-contact with the Translation and Deployment Units, FBIHQ, in requesting temporary duty assignment assistance from other FBI components and non-FBI linguists. Prior to making such requests, the FLC must ensure that ALL linguist resources within their office are fully exhausted.

(5) The FLC is responsible for ensuring their office completes and submits a Language Specialist Field Workload Survey, when required, for each language by established deadlines. They are also responsible for QC reports, etc., if no SFLPC is stationed in the office (see MAOP, Part 1, 22-8.1.).

(6) The FLC is responsible for submitting QC reports quarterly on their linguist and the work they do.

22.8.3 Quality Control Unit and Policy

(1) The Bureau has implemented a Translation Quality Control Policy in order to ensure quality translation products by the LS's, LM's, CL's, and CM's, and any linguists that perform work for the FBI. There are five categories of translation work that must undergo Quality Control Review (QCR).

1. All translations from English into the Foreign Language.

2. All translations into English that will be disseminated as public source material outside the FBI.

3. All summaries, transcripts, and translations going to court.

4. Random samples of translation work done by linguists with more than 1 year of operational experience as FBI linguists as well as at least two examples of TIII or FISA materials marked "Not Pertinent."

5. All translation work done by linguists with less than 1 year of operational experience as FBI linguists for their first forty hours of work and after their initial training period. This is followed by random reviews for the next 80 hours of their work.

(2) This review is intended to ensure that linguists are translating FBI documents accurately, completely, and without missing pertinent information. It also is intended to ensure that linguists understand the standards and translation guidelines of the Bureau and use them consistently.

(3) Field offices are required to report on a quarterly basis on all of the linguists under their control regarding what QC reviews have been conducted and what the results of those reviews are.

(4) The Quality Control Unit trains and certifies QC Reviewers so that QC reviews are performed in a consistent fashion. The Unit also audits all reporting for compliance with the policy and to ensure accuracy and consistency.

(5) For more information about the QC policy and how to implement it, see the Quality Control Unit's web site at http://oi.fbinet.fbi/lss/qcu/ and Translation Quality Control Policy and Guidelines; Modified Procedure and Guidelines (66F-HQ-A1222316 Serial 2158), dated 12/30/2004 at http://oi.fbinet.fbi/lss/omu/TranslationQCPolicy+Guideline.pdf. Or e-mail the QCU at: HQ_Div19_Quality_Control.

22-8.4 Regional Program Managers

(1) The Operations Management Unit/LSS has created a Regional Program Manager program for managing the Foreign Language Program nationwide. The Regional Program Managers (RPMs) are located in 8 sites around the country, covering eight regions:

1. Northeast (New York)

2. Mid-Atlantic (Washington, DC)

3. Southeast (Miami)

4. Gulf (Houston)

5. Southwest (San Antonio)

6. Southern California and Hawaii (Los Angeles)

7. Northwest and Alaska (Salt Lake City)

8. North Central (Chicago)

(2) RPMs have the following responsibilities over the Foreign Language Program:

1. Instruct, assist, and educate Foreign Language Coordinators regarding policy and procedures;

2. Monitor FLP performance in offices, detect inefficiencies, and ensure alignment with national priorities;

3. Guarantee full, timely and accurate reporting of foreign language workload metrics;

4. Ensure optimum utilization of linguist resources for both local and national needs;

5. Brief office management regularly regarding FLP issues; and

6. Partner with the field in managing linguist resources, serving as Reviewing Officials for linguist supervisors.

(3) For more information, see EC dated 8/3/2005, 66F-HQ-A1222316 Serial 2486. (SOURCE: 66F-HQ-A1222316; Serial 2486.)

22-8.5 LSS Control Files

(1) The Records Management and Finance divisions approved LSS's request for a Foreign Language Program (FLP) classification and designated the same as 321E, effective October 1, 2005. Effective October 1, 2005, LSS reclassified its main file 66F-HQA1222316 to 321E-HQ-A1222316, which will serve as the main FLP file number. Field offices were requested to create 321E sub-files to manage the various aspects of the Foreign Language Program in their respective offices.

(2) For specific sub-files see EC dated 9/21/2005, 319W-HQ-A1487698-DI; Serial 2. (SOURCE: 319W-HQ-A1487698-DI; Serial 2)

22-9 CONTRACT LINGUIST PROGRAM

The FBI's Contract Linguist Program provides vital foreign language support to fieldwide counterterrorism, foreign counterintelligence, and criminal investigations. It is administered through the Language Resource and Planning Unit (LRPU), Language Services Section (LSS), which serves as the Contracting Officer's Technical Representative (COTR) for all Basic Ordering Agreements (BOAs) issued to independent contractors as well as contract translation agencies.

22-9.1 Screening Process

The screening process for each Contract Linguist/Monitor candidate is extremely thorough and includes a series of language proficiency tests (see MAOP, Part 1, 22-1.3), a polygraph examination, a personnel security interview, and a background investigation (see MIOG, Part 1, Section 260-6).

Each office is responsible for the processing of Contract Linguist/Monitor candidates through the initiation of the background investigation. The Language Resource and Planning Unit (LRPU), LSS, coordinates the background investigation and furnishes a complete background investigation to the Law Enforcement and Contractor Adjudication Unit for final adjudication.

22-9.2 Contract Administration

The FBI contracts for various types of language-related services (translation, interpreting, testing and monitoring) on a short-term and/or long-term basis. These services are primarily performed within FBI space or an approved location utilizing FBI- supplied materials and equipment. CONTRACTORS PERFORMING TRANSLATION, MONITORING AND INTERPRETING SERVICES ARE NOT AUTHORIZED TO WORK OUTSIDE OF FBI SPACE, SUCH AS WORKING IN THEIR RESIDENCE OR PLACE OF BUSINESS UNLESS SPECIFICALLY AUTHORIZED IN WRITING. ANY SUCH AUTHORIZATION WOULD NECESSARILY BE LIMITED IN SCOPE. The BOA is the document which defines the services to be performed by the contractor, and the contracting policies and procedures which govern the program. Actual work assignments are issued by a work order placed against the BOA. The duration, type of service, and place of performance will be set forth in each work order.

22-9.3 Translation Service (Contract Linguist)

The translation service is primarily document-to-document or audio-to-document translation. The material may be composed of voice recordings, whereby the Contract Linguist cannot question the

speaker(s) as to the meaning, terminology or significance of inflection. The subject matter may be in any area for which the FBI has jurisdiction. The Contract Linguist shall translate into English from the target language, the speech and/or writings of non-English speaking individuals and on occasion render from English into the target language. These translations may be provided to the requestor in either verbatim or summary form depending on the assignment.

22-9.4 Translation Service (Contract Document Translator)

The translation service is primarily document-to-document translation. The material to be translated will primarily be textual whether paper documents or computer generated text or graphics and of varying degrees of legibility. The subject matter may be in any area for which the FBI has jurisdiction. (SOURCE: OFFICIAL PROCUREMENT VEHICLE, "CONTRACT LINGUIST Basic Ordering Agreement (BOA)", FISCAL YEAR 2006 VERSION.)

22-9.5 Monitoring Service (Contract Language Monitor)

The monitoring service is comprised of audio summary translations. The material may consist of voice recordings, whereby the Monitor cannot question the speaker(s) as to the meaning, terminology, or significance of inflection. The subject matter may be in any area for which the FBI has jurisdiction. The Monitor shall analyze intelligence data translated from recorded material. The Monitor shall provide the necessary minimization requirements during an investigation. The monitor cannot appear as expert witnesses in Federal Court unless they meet the requirements of a fully qualified Contract Linguist. (SOURCE: OFFICIAL PROCUREMENT VEHICLE, "CONTRACT LINGUIST Basic Ordering Agreement (BOA)", FISCAL YEAR 2006 VERSION.)

22-9.6 Monitoring Service (Contract English Monitor)

The monitoring Service in English requires the preparation of verbatim and/or summary transcriptions of English language audio transmissions. The material is composed of voice recordings, whereby the Monitor cannot question the speaker (s) as to the meaning, terminology, or significance of inflection. The subject matter maybe in any area for which the FBI has jurisdiction. The monitor can appear as an expert witness in Federal Court. (SOURCE: OFFICIAL PROCUREMENT VEHICLE, "CONTRACT LINGUIST Basic Ordering Agreement (BOA)", FISCAL YEAR 2006 VERSION.)

22-9.7 Language Testing Services (Contract Speaking Proficiency Tester/Contract Rater/Contract Tester)

Linguists providing testing services perform speaking proficiency tests, written tests, and/or test administration duties. The purpose of the speaking proficiency and written tests are to determine the language ability of FBI applicants, contractors, and on-board employees in English and the target language. The test administration function provides administrative support to the Testing Program.

22-9.8 Interpreting Service (Contract Interpreter)

The interpreting service is primarily English into the target language, either simultaneous or consecutive. It may also be necessary to interpret from the foreign language into

English. Interpreting shall be for high-level meetings and conferences, instructional seminars, guided tours (such as the FBI Headquarters Tour Route) and other occasions (as an example: during polygraph examinations of non-English speaking examinees).

22-9.9 Contract Management - Nondisclosure

All information developed as a result of work orders placed against the BOA is for the exclusive use of the FBI. All reports, work papers, internal memoranda, or any other documents produced by the contractor shall become the property of the FBI. The contractor expressly agrees by signing the BOA not to publish, disclose, or disseminate in any form to any person, natural or artificial findings, recommendations, work products, or any other information relating to the services provided to the FBI.

22-9.10 Record Keeping

The contractor is required to keep detailed records of their hours worked, (i.e., invoices), travel related paperwork (i.e., vouchers and receipts) and documents regarding their work produced as it pertains to their work orders.

22-9.11 Audiometer Exams

The contractor, excluding those contractors who only provide service under the Contract Testing services, shall complete an annual hearing examination prior to commencement of work on October 1. The physician shall provide a written report regarding the results of the examination. The original report relaying the results shall be submitted to the Contracting Officer's Technical Representative (COTR), Language Services Section (Room WB-602), FBIHQ. The cost for this test shall be borne solely by the contractor. The FBI will not reimburse the contractor for this expense. This test shall be given by an independent audiologist.

22-9.12 Work Order Procedures

Work orders shall be issued to the contractor prior to the commencement of work or travel. The contractor will be issued a work order for each travel assignment, including travel within the resident agencies of the local field office. The contractor shall provide the required service as set forth in the work order. The contractor shall not accept any work or travel assignments without receiving the written work order from the COTR. In emergency situations, the COTR will issue a verbal work order; however, the following business day, a written work order will be issued.

22-9.13 Place of Performance

The contractor shall perform required services under FBI supervision in FBI space in the geographic location where they live; however, work locations may extend beyond those areas if approved by the COTR. Contract SPTs may perform authorized duties from their residence or place of business as stated on the work order.

22-9.14 Period of Performance

The terms of the BOA shall start on the effective date and continue through September 30, of the fiscal year, with an option to renew annually. The BOA may be canceled in its entirety by either party upon 30 days' written notice to the other party. However, the BOA may be terminated by the FBI at any time if the parties fail to agree upon any addition, amendment and/or deletion to this BOA which is required by statute, Executive Order, the Justice Acquisition Regulations, or Contract Linguist Program policy. The BOA may also be terminated by the FBI at any time if the contractor fails to attend a required meeting or workshop or perform services agreed upon by acceptance of a work order issued.

22-9.15 Security Requirement

All contractors shall possess a current valid FBI security clearance and/or facility access at the appropriate level to perform the required service. Loss or suspension of the required access and/or clearance at the appropriate level will result in the contractors inability to perform in accordance to the terms and conditions of this BOA. As a result, inability to perform the services agreed upon will lead to immediate termination of this agreement and any work order issued thereunder.

22-9.16 Training

Upon receipt of a work order and the commencement of work, contractors will be given on-the-job training in FBI procedures and guidelines. Contractors will be given information regarding the specific area of investigation in which they will be working, and other such pertinent training as is necessary for the satisfactory performance of their duties. Some computer system training will be given, when necessary.

22-9.17 Past Performance

The FBI will continuously evaluate the quality of the contractor's performance. The evaluation may include periodic work reviews and language testing. This information will be considered for each assignment of work orders and for each renewal of the BOA.

22-9.18 Labor Hour Pricing

The work order will include the labor-hour rate(s) and/or per test rate established for each contractor. The rate listed is NONNEGOTIABLE.

22-9.19 Overtime

Overtime will be paid for work performed in excess of 40 hours per week only with prior written approval from the COTR, Language Services Section, FBIHQ. In the absence of the COTR, the Language Service's Program Manager over the Contract Linguist Program may approve the Overtime Request Form. In emergency situations, the designated supervisor shall contact the COTR the next business day and advise of the circumstance and request overtime approval. However, the form must be submitted with the written circumstances stated. Overtime hours will be reimbursed at the rate of one and one-half times the hourly rate. If prior approval is not received, any work performed in excess of 40 hours per week shall be paid at the hourly rate as stated in the work order.

22-9.20 Holiday Pay

Holiday pay will only be paid when the contractor is requested to work by the COTR or the COTR's field office representative on the following holidays: New Year's Day; Martin Luther King's birthday; George Washington's birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving day; and Christmas day. Holiday pay must also be requested in advance using the Overtime Request Form with written approval from the COTR. It is required that the same procedure be followed as if requesting overtime.

22-9.21 Travel

Travel may be required by the contractor. Contractors may not travel until a work order is issued and accepted. The work order will be issued for a 30-day period or less. A new work order will be issued after the initial 30 days for any anticipated TDY assignment over 30 days. In the event that a contractor must travel in an emergency situation, oral approval will be given by the COTR.

22-9.22 Travel Reimbursements

Contractors will be reimbursed for travel expenses in accordance with the Federal Travel Regulation per diem rates in effect at the time the travel was taken. The per diem rate that is reimbursable is the rate for the TDY locality, not the rate where lodging is obtained.

22-9.23 Government Furnished Material

Any equipment or supplies required by the contractor to perform the required duties shall be government-furnished material. This shall include computer equipment, Xerox machine (if needed), office space (desk and phone), tape recorder and headset, and office supplies. All government-furnished material shall be provided to the contractor prior to commencement of an assignment. The contractor shall carefully perform a complete inspection at the time of issuance. The contractor shall immediately advise the issuing office of any defects of the material provided. The contractor assumes full responsibility for the care and safekeeping of all government-issued material.

22-9.24 Payment Consideration

Payment to the contractor for orders placed under the BOA shall be made no later than 30 days from the date a proper invoice is received at the FBI contracting office. All invoices are to be submitted monthly; on or after the first day of the following month. Invoices will not be accepted before this date nor will they be accepted on a bi-weekly basis. All invoices are to be submitted to the COTR at the appropriate address. Treasury regulations do not permit payment of nonoriginal invoices; therefore, facsimile and xerox copies will not be accepted. All payments will be sent via direct deposit to the contractor's designated financial institution.

22-9.25 Payment Inquiries

Inquiries regarding payment information are NOT to be made before the initial 30 days of acceptance of a proper invoice have passed. All inquiries are to be made in writing and directed to the COTR. The inquiry may be sent via facsimile or by mail. Inquiries made to the Commercial Payment Unit will not be entertained.

22-10 DEPLOYMENT PROGRAM

(1) Contact your Foreign Language Coordinator to determine whether or not you have Language Specialists (LSs) or Contract Linguists (CLs) within your office that may be available to assist.

(2) Contact your Applicant Coordinator so that he/she can identify potential CLs that are in background.

(3) If no in-house resources are available, write an electronic communication (EC) to ask for linguistic assistance. Send the EC to Intelligence Directorate, Attention: Linguist Deployment Program/LSTC/LSS, FBI HQ. This communication must include the following:

(a) Title of case

(b) Case File Number

(c) Brief synopsis about the case, identifying language and dialect

(d) Total number of linguists needed

(e) Total number of active lines

(f) Total number of shifts per day

(g) Anticipated start date of Title III/FISA

(h) Anticipated length of Title III/FISA

(i) Point of contact name and phone number

(4) In your communication include taskings or assignments that in-house LSs or CLs are performing which may prevent them from assisting in this Title III or FISA.

(5) Keep the appropriate TDU for the languages needed current with any changes or additions to your initial request for assistance. As field office requirements for linguists on FISAs and Title IIIs are always changing, the TDUs will not reserve any linguists when the initial EC is received. Continued communication between the Unit Chiefs and Foreign Program Managers of the TDUs and the requesting office will ensure the availability of linguists when an office is ready to begin monitoring the FISA or Title III.

(6) All receiving offices are advised not to contact any field divisions or translation agency regarding the availability of LSs or CLs. If you know of a linguist in another division or if there is a linguist in your division available or willing to go on TDY, please contact the Linguist Deployment Program Specialist at LSTC/LSS/FBI HQ to get approval and coordination for deployment.

(7) In the event that the TDU for the needed language receives several requests for the same language at the same time, the Deployment Program Specialist will consult with the appropriate substantive desk for assistance and prioritization of casework, and will advise the affected field offices accordingly.

(8) In order to evaluate the efficiency of the linguists sent on TDY, the TDUs request that an FD-780, Office Follow-Up form, be filled out and sent to Deployment Program Specialist, LSTC/LSS/FBI HQ, no later than five business days after the Title III or FISA has ended.

| SECTION|23. POSITION MANAGEMENT PROGRAM|

**EffDte: 08/24/2001 MCRT#: 1130 Div: D3 Cav: SecCls:

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| |23-1 PURPOSE

| The FBI Position Management Program is an integrated part of
| the administrative planning process for the Bureau and its
| organizational components, and includes due regard for work methods,
| equipment, facilities, procedures, techniques, skills and knowledges.
| Adherence to the principles stated in this section when planning and
| executing position and organizational design activities will result in
| such benefits as increased organizational efficiency, manageable
| operating costs, better service delivery, elimination of
| organizational "stove-piping," and better defined pathways for the
| development and utilization of our workforce at all organizational
| levels within the Bureau.|

**EffDte: 08/24/2001 MCRT#: 1130 Div: D3 Cav: SecCls:

| |23-2 RESPONSIBILITIES

| The Personnel Officer is responsible for the overall
| administration of the FBI Position Management Program, and shall
| ensure both that position management issues are addressed in an
| effective and consistent manner throughout the Bureau, and that
| processes associated with requesting and approving position and
| organizational design changes are properly carried out by all parties.
| At any time deemed appropriate, the Personnel Officer or his/her
| designee will conduct a substantive review and validation of position
| management methodologies, processes and decisions, and institute any
| actions deemed necessary to ensure compliance with applicable law and
| regulation, as well as with Bureau policy as set forth in this
| section. Specific responsibilities of other executives, management
| officials, supervisors, and organizational elements follow.|

**EffDte: 08/24/2001 MCRT#: 1130 Div: D3 Cav: SecCls:

23-2.1 Section Chief, Human Resource Management Section (HRMS)

The Section Chief, Human Resource Management Section (HRMS), Administrative Services Division (ASD), is delegated the responsibility for ensuring that position management requests are reviewed and decisions rendered in an effective and consistent manner, and for approving/disapproving specific requests for position
| management studies/actions reviewed by the|Position Management Unit
| (PMU).|

**EffDte: 05/31/2002 MCRT#: 1207 Div: D3 Cav: SecCls:

| 23-2.2 |Deleted|

**EffDte: 05/31/2002 MCRT#: 1207 Div: D3 Cav: SecCls:

23-2.3 HRMS Unit Chiefs

Individual Unit Chiefs within HRMS are responsible for determining which requested actions received in their organizations have the potential for significant position management and/or resource
| allocation implications and, therefore, require review by the|HRMS
| Section Chief.| For those requests which do not require|HRMS Section
| Chief|review, the Unit Chiefs are responsible for managing the review and disposition of such requests within their units and for coordinating such reviews with other HRMS units as required.

**EffDte: 05/31/2002 MCRT#: 1207 Div: D3 Cav: SecCls:

| |23-2.4 Heads of FBI Organizational Components

|
Assistant Directors and Heads of Offices (in FBIHQ) and
| Assistant Directors in Charge and Special Agents in Charge (in FBI
| field divisions) are responsible for ensuring that the position
| management policy set forth in this section is actively supported
| within their organizations, and that all processes and requirements
| associated with proposing position management related actions for
| their organizations are followed.|

**EffDte: 08/24/2001 MCRT#: 1130 Div: D3 Cav: SecCls:

| |23-2.5 Supervisors and Line Management Officials

| Supervisors and line management officials in all FBI
| organizations are responsible for addressing the position management
| issues identified in this section when proposing the establishment of
| new position(s), or other actions regarding existing positions, under
| their cognizance, and/or when proposing addition, deletion or
| realignment of functions within their organizational elements.|

**EffDte: 08/24/2001 MCRT#: 1130 Div: D3 Cav: SecCls:

| |23-3 POSITION MANAGEMENT PRINCIPLES AND OBJECTIVES (See 23-4.2.)

| (1) It is Bureau policy that all positions and
| position structures should be based on the following basic position
| management principles:

| (a) A minimum number of positions with as low a
| proportional ratio as possible of supervisory, managerial and staff
| support positions to nonsupervisory operating positions, consistent
| with the need for effective execution of assigned programs and
| functions. This includes minimizing the use of deputy, assistant, and
| comparable top-level positions which increase management and
| supervisory overhead costs and which have a questionable impact on
| productivity. Additional supervisory or staff positions required for
| developing an inexperienced workforce, performing a new mission, or
| implementing new laws, regulations, and procedures should be earmarked
| for review during periodic program evaluations to determine continuing
| need.

| (b) A reasonable balance between professional and
| technical/support positions; specifically, a balance closely related
| to the frequency of professional and technical/support tasks in the
| organization's normal work cycle.

| (c) A reasonable proportion of trainees and
| lower-graded employees to fulfill estimated replacement needs for
| full-performance level and higher-graded employees, taking into
| account predictable requirements, past records of separations and
| transfers, expansion needs if pertinent, availability of trained
| replacements in the labor market, and training time required.

| (d) A clear delineation of work assignments and
| job-to-job relationships which avoids excessive supervision and
| review, excessive staff advice and assistance, and overlaps,

| conflicts, and ambiguities in work assignments.

| (e) Adequate opportunity for development and
| progression up well-defined career ladders and career paths for those
| employees who show significant capability and potential for more
| responsible positions requiring planned experience at lower levels.
| Such opportunities need not be in a single organization if all steps
| are available by rotation among activities.

| (f) Sufficient job interest to attract, retain, and
| motivate employees of the needed level of competence; specifically,
| sufficient challenges, variety and responsibility to attract and hold
| professional, technical, administrative and clerical competence where
| needed and sufficient opportunity to attract high-quality employees at
| the normal entry levels.

| (g) A clear understanding and definition of the kinds
| and levels of skills and knowledges required for competent and safe
| performance of the duties of all positions, to avoid recruitment of
| over-qualified as well as under-qualified employees.

| (h) A sound use of grade levels, resulting in a
| well-balanced position structure where grades are fully supported by
| essential work to be accomplished, and employees are fully utilized at
| the level of the positions to which they are assigned.|

**EffDte: 08/24/2001 MCRT#: 1130 Div: D3 Cav: SecCls:

| |23-4 SUBMITTING POSITION MANAGEMENT REQUESTS TO HRMS|

**EffDte: 08/24/2001 MCRT#: 1130 Div: D3 Cav: SecCls:

| |23-4.1 Consultation with Position Management Unit

| Prior to formalizing any written requests for position
| management actions, FBIHQ and field divisions should contact PMU for
| advice on preparing the request, and to fully discuss the proposed
| action(s), thereby reducing the risk that unforeseen considerations
| will arise once the request is formally submitted.|

**EffDte: 08/24/2001 MCRT#: 1130 Div: D3 Cav: SecCls:

| |23-4.2 Core Requirements for Establishing a Business Case for Proposed Position Management Actions (See 23-4.3.)

| (1) All requests for the establishment of new position(s), | changes to existing positions, or realignment of positions or | functions within an organization, must be predicated on a "business | case" for undertaking review of and implementing the action(s) being | sought. In order for HRMS to determine that a legitimate business | case exists for proceeding, organizations should include discussion of | the following factors as part of their written request:

| (a) Changes in the mission or functions of the | organization which have had an impact on existing position(s), or | require the establishment of a new position(s);

| (b) Technological or other changes which require new | bodies or levels of knowledge, skills and abilities;

| (c) Whether the new/changed duties identified are | presently, or were formerly, performed by some other position(s) in | the organization;

| (d) The impact of the proposed action(s) on | supervisory position(s) with cognizance over the new/changed duties | identified;

| (e) The benefits that are expected to accrue to the | requesting organization from the proposed action(s) (e.g., increased | organizational efficiency/effectiveness, reduced operating costs, | better service delivery, elimination of "stove-piping"); and

| (f) The relationship of the proposed action(s) to the | overall principles and objectives of the FBI's Position Management | Program, as described in Section 23-3 above.|

**EffDte: 08/24/2001 MCRT#: 1130 Div: D3 Cav: SecCls:

23-4.3 Additional Supporting Information for Position Management Requests

In addition to the information required by Section 23-4.2 above, organizations may submit drafts of any new or revised position descriptions included within the scope of the request and should provide a current organizational chart which clearly depicts the relationships of all positions under review to each other and to the supervisory and managerial positions to which they report. Organizations may be asked to submit specific additional supporting | information as a result|of the|conduct of the review by the cognizant HRMS unit(s).

**EffDte: 05/31/2002 MCRT#: 1207 Div: D3 Cav: SecCls:

| |23-5 RELATIONSHIP OF HRMS POSITION MANAGEMENT PROCESSES TO RESOURCE ALLOCATION PROCESSES

| All requesting organizations, including divisions with
| delegated position classification authority, should be aware that any
| position management study which causes classes of positions to be
| changed because of a business case must have PMU and (when required)
| HRMS concurrence prior to implementation. As part of this process,
| PMU will continue to coordinate all position management actions with
| the Finance Division and the Resource Management Allocation Board
| (RMAB) prior to the release of study results.|

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********** END OF REPORT **********

| SECTION|24. MEDICAL SUPPORT OPERATIONS|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 02-26-2007 BY 60324 AUC BAW/CPB/STP

| |24-1 ORGANIZATION (Formerly 16-5.1.1)

| |(1) The Health Care Programs Unit at FBIHQ is located
| in Room 6344, JEH Building. The Health Care Programs Unit at
| FBIHQ and authorized Health Services in the field offices are
| staffed with registered nurses who are required to have a minimum
| of two years of occupational health nursing experience before
| entering on duty with the FBI.

| (2) FBIHQ Health Care Programs Unit is staffed to
| provide services from 7:00 a.m. to 5:00 p.m., Monday through
| Friday for employees. The field offices' Health Services provide
| services during the workday, as established by the SAC/ADIC.
| Emergency recommendations are given by the medical officer on
| call, telephonically during nonduty hours by contacting the
| switchboard.|

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| |24-1.1 Functions of the Health Care Programs Unit (Formerly 16-5 through 16-5.1.2)

| (1) The primary functions of the Health Care Programs
| Unit are: to provide assessment and initial emergency treatment,
| counseling, recommendations, referrals to physicians, interviews
| regarding health problems and/or omissions on EOD physical
| examination reports, follow-up service when indicated regarding
| health problems, contacting employees' physicians, and promotion

| of better health, awareness and safety habits through health
| education and preventive health programs.

| (2) Immunizations and other injections are given when
| indicated and required, i.e., international travel, evidence
| recovery at disaster scenes, etc. In Health Services staffed
| with only one nurse, injections are given only when approved by
| FBIHQ Health Care Programs Unit.

| (3) All physical examination reports on support and
| Agent applicants, hardship transfers, Legat personnel and their
| families and all physical examination for special assignments are
| reviewed in the field Health Services, then forwarded to FBIHQ
| Health Care Programs Unit for fitness-for-duty qualification

| determination. In those field offices having a nurse, the nurse
| is responsible, with the SAC's/ADIC's concurrence, for monitoring
| contracts and scheduling annual physical examination at nearby
| contract facilities.

| (4) The nurse(s) assigned in the field will be
| responsible for providing educational programs for employees
| regarding good health habits, health services operations and
| preventive health programs available to all employees.

| (5) Employees injured on duty may be sent to a medical
| facility for examination and/or treatment, or may select a duly
| qualified physician or hospital in the nearby area. The Health
| Service provides the injured employee with Form CA-16 (Request
| for Examination and/or Treatment, Form CA-17 (Duty Status Report), and
| Form CA-1 (Federal Employee's Notice of Traumatic Injury and Claim for
| Continuation of Pay/Compensation), with attached Privacy Act of 1974
| Notice.

| (6) Health Care Programs Unit coordinates federally
| mandated programs such as Bloodborne Pathogens, Hearing
| Conservation, and Medical Surveillance Programs such as lead and
| other exposures.

| (7) In order to evaluate the services provided by
| health care contractors, the Health Care Programs Unit asks that
| all Special Agents and specialty employees receiving a fitness-
| for-duty physical examination complete an FD-866 and return the
| form to the Health Care Programs Unit at FBIHQ, Room 6344,
| Attention: Fitness-for-Duty Program.|

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| |24-1.2 Field Health Services (Formerly 16-5.2)

| The Atlanta, Boston, Chicago, Clarksburg Satellite
| Facility, Cleveland, Dallas, Denver, Detroit, Houston,
| Los Angeles, Miami, Newark, New York, Philadelphia, Quantico,
| San Diego, San Francisco, and Washington Field Offices are
| equipped with Health Services which function along the same lines
| as the FBIHQ Health Care Programs Unit. Occupational Health
| Nurses who function as Regional Occupational Health Program
| Managers are located at the Chicago and New York Offices and
| FBIHQ. These nurses assist divisions without assigned medical
| personnel.|

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| |24-2 Special Agent Essential Tasks

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| |24-2.1 Lift/Carry

| (1) With assistance, lift and carry individual (e.g., subject) resisting arrest to vehicle or into back of vehicle or van.

| (2) Lift and carry body bunker (25 lbs.) while conducting a search of home, apartment, or building.

| (3) Lift and carry trash/trash cans to separate subject's trash.

| (4) Without assistance, lift and carry objects weighting 30 to 50 lbs. (e.g., boxes of paper, electronic surveillance equipment, personal computers, two-man ram, evidence recovery boxes).|

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| |24-2.2 Push/Pull

| (1) With assistance, pull/drag uncooperative individuals (e.g., boxes of paper, electronic surveillance equipment, personal computers, two-man ram, evidence recovery boxes).

| (2) Without assistance, pull/drag uncooperative individuals (e.g., subject) 20-25 feet during a search or arrest situation.

| (3) Without assistance, separate uncooperative persons by pushing, pulling, using locks, grips, or holds (e.g., break up fights).

| (4) With assistance, separate uncooperative persons by pushing, pulling, using locks, grips, or holds (e.g., break up fights).

| (5) With assistance, physically restrain (e.g., handcuff, hold) or subdue a resistive individual (e.g., subject, drugged person).

| (6) Handcuff a subject.

| (7) Place leg restraints on a subject.

| (8) Apply touch pressure to control a person without

| injury.

| (9) With assistance, place (pull/push) resistive
| subject into vehicle (e.g., back seat of car, van).

| (10) Without assistance, place (pull/push) resistive
| subject into vehicle (e.g., back seat of car, van).

| (11) Use rake to sift through debris for evidence.

| (12) Use shovel to dig/turn over debris while looking
| for evidence.

| (13) Use sifters to sift through debris to find
| evidence.

| (14) Without assistance, physically restrain (e.g.,
| handcuff), hold or subdue a resistive individual (e.g., subject,
| drugged person) using reasonable force on the job or during
| training.

| (15) Use bodily force (e.g., body, foot) to gain entry
| through a locked door or barrier.

| (16) Use hand tools (e.g., screwdrivers, wrenches) to
| install or repair electronic equipment.

| (17) Practice and maintain a high proficiency level of
| current defensive and tactical skills.|

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| |24-2.3 Climb

| (1) Climb up/down stairs carrying equipment.

| (2) Climb over guard rail or medical barrier (2-3 feet).

| (3) Climb over wire or chain-link fence.

| (4) Climb over wooden fence.

| (5) Climb over wall (4 feet or higher).

| (6) Climb through first floor window to gain entry to
| a building.

| (7) With assistance, climb through second floor window
| to gain entry to a building.

| (8) Climb/pull self through attic opening to access
| attic or loft to execute a search warrant or search for a person.

| (9) Climb 6-13 foot stepladder or fixed ladder to
| enter building, attic, fire escape, or loft.

| (10) Climb 14-20 foot straight ladder or fixed ladder
| to access building, attic, or roof.

| (11) Climb into/out of dumpsters to locate subject or
| evidence.

| (12) Climb onto or into the back of tractor-trailer or
| piece of heavy equipment.

| (13) Climb up fire escape to gain access to building or
| secure escape path.|

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| |24-2.4 Quick Movements

| (1) Block and evade blows, punches, kicks, etc., with
| arms, hands, or legs.

| (2) Quickly get out of vehicle in response to an
| emergency call or to chase subject.

| (3) Quickly get into vehicle to pursue subject in car
| or to assist another Agent in an emergency.|

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| |24-2.5 Bend/Stoop/Squat

| (1) Stoop/squat to search for physical evidence under
| seats, dash, hood of vehicle (e.g., car, heavy equipment) or to
| gather information (e.g., VIN#).

| (2) Stoop/squat to look for physical evidence at crime
| scene.

| (3) Bend/stoop to search for evidence in rubble of bomb
| scene.

| (4) Stoop/squat to install tracking/recording devices
| in confined spaces, under furniture, or in vehicles (e.g., under
| seats, dash, hood).

| (5) Bend/stoop/squat to connect or disconnect computers.

| (6) Stoop/squat over to assist handcuffed subject from
| a prone position to a standing position.

| (7) Bend/stoop to talk to person on ground or children.

| (8) Bend/stoop/squat to get behind cover to conduct
| surveillance (2-12 hours/day).

| (9) Bend/stoop to get under cover when executing a raid.

| (10) Kneel/crouch in back of van to conduct
| surveillance.

| (11) Kneel/crouch to prepare or operate surveillance
| equipment.|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| |24-2.6 Stand

| (1) Stand for extending periods (e.g., one hour or
| more) during surveillance.

| (2) Stand for extended periods of time on full alert
| during hostage or barricade situation.

| (3) Stand for extended periods of time to search or
| seize evidence (e.g., office building, label evidence, crime
| scene bomb scene).

| (4) Stand for several hours indoors or outdoors while
| conducting interviews at an incident or crime scene.

| (5) Stand to provide security support for various
| events (e.g., Olympics, political events).|

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| |24-2.7 Walk

| (1) Walk on flat surfaces to conduct search or during
| investigation.

| (2) Walk to follow subject during surveillance.

| (3) Walk in a search pattern over varied terrain to
| look for evidence or individual.

| (4) Walk continuously to conduct search of wooded

| areas.

| (5) Walk up hills, gullies, or embankments.

| (6) Walk in loose, dirt, gravel, mud, or sand.

| (7) Walk across elevated surfaces (e.g., flat
| roofs, catwalks).

| (8) Walk to escort prisoners from jail to court.

| (9) Walk up and down stairs.

| (10) Approach arrest location maintaining cover
| and with appropriate speed and identification displayed
| to secure perimeter.

| (11) Walk while wearing 25 to 55 pounds of gear.

| (12) Walk to provide security support for various
| events (e.g., Olympics, political events).|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| |24-2.8 Run

| (1) Run to stay ahead of subject during
| surveillance.

| (2) Run in pursuit of fleeing subject.

| (3) Run up and down stairs.

| (4) Run to position to set up for a search
| warrant or arrest.

| (5) Run while wearing 25 to 55 pounds of
| gear during training or mission.

| (6) Move team members through a confrontational
| or tactical situation.|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| |24-2.9 Jump

| (1) Jump over obstacles (e.g., guard rail, ditch,
| hedge, bicycle) 2-4 feet.

| (2) Jump down from elevated (4-5 feet) surface (e.g., | fence, wall, platform, porch, loading dock).

| (3) Jump up and pull self onto an elevated (4-5 feet) | surface (e.g., platform, porch, loading dock).|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| |24-2.10 Crawl

| (1) Crawl to look for evidence (e.g., look for hair, | fibers).

| (2) Crawl or crouch into position to conduct | surveillance.|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| |24-2.11 Sit

| (1) Sit in vehicle or van on surveillance for an | extended period of time.

| (2) Sit for extended periods of time (e.g., one or | more hours) at desk, in meetings, or during court cases.

| (3) Sit to interview victims or subjects.

| (4) Sit to monitor (e.g., take notes and record time of | call) a Title III case.|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| |24-2.12 Firearms

| (1) Load and unload handgun, shotgun, rifle, and MP5.

| (2) Assemble/disassemble and clean handgun and other | weapons.

| (3) Fire 50 rounds with handgun at target during | practice or firearms qualification from standing, kneeling, | prone, and behind barricade positions. Fire up to 200 rounds at | each quarterly training session.

| (4) Fire handgun on the job (moving or stationary).

| (5) Fire 2 strings of 5 rounds using a shotgun during
| practice or firearms qualification.

| (6) Fire shotgun on the job (moving or stationary).

| (7) Fire MP5 during firearms qualification or on the
| job.

| (8) Fire weapon after pursuing subject on foot.

| (9) Cover subject and areas of responsibility with
| weapon for extended period of time.

| (10) Cover an area of responsibility for an extended
| period of time.

| (11) Clear a home/apartment/building while covering
| area with weapon.

| (12) Discharge chemical (e.g., Capstun, pepper spray)
| at resistive individual (e.g., subject) while avoiding blow back
| effects to others in the area.

| (13) Hold weapon (handgun, shotgun) on felony subject
| until back-up arrives.|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| |24-2.13 Operate Hand Controls

| (1) Operate keyboard on computer to enter/retrieve
| information.

| (2) Install a body wire on another Agent, informant, or
| cooperative witness.

| (3) Operate camera to take pictures of surveillance
| activities, crime scene, victim, evidence, and subjects.

| (4) Operate binoculars, monoculars, and other night
| vision equipment while conducting surveillance.

| (5) Photocopy evidence for presentation at trial or
| hearing.

| (6) Duplicate surveillance tapes for presentation at
| trial or hearing.

| (7) Operate radio/cell phone while driving vehicle/van
| at high speeds.

| (8) Operate tape recorder to record interviews or
| confessions.

| (9) Operate video camera/camcorder to record
| surveillance activities, crime scene, victim, evidence, and
| subjects.

| (10) Operate electronic surveillance equipment (e.g.,
| CCTV, microphones, body recorder and transmitters) to obtain
| information or evidence.

| (11) Take photographs to support investigations,
| publications, or products.|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| |24-2.14 Drive

| (1) Drive vehicle (car, van) at posted speeds in the
| performance of daily duties.

| (2) Drive vehicle on open road (i.e., uncongested) at
| high speeds in response to call or emergency.

| (3) Drive vehicle through congested areas in response
| to call or emergency.

| (4) Drive vehicle at posted speeds on open road (e.g.,
| uncongested) and in congested areas.

| (5) Drive in pursuit of a subject fleeing on foot.

| (6) Drive to conduct surveillance of a moving vehicle.

| (7) Pull into and out of traffic in pursuit of subject.

| (8) Drive 2 or more hours to get from one location to
| another.

| (9) Transport prisoner/subject to jail, hospital, or
| FBI office.|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| |24-2.15 Write

| (1) Take notes while conducting interviews,
| observations, surveillance to record and summarize information
| for documentation purposes.

| (2) Write electronic communications (ECs) (e.g., memos, investigative proposals) that provide thorough, appropriate, relevant, and timely information about a case or lead.

| (3) Complete reports (e.g., information in Title III investigation).

| (4) Write results of investigation efforts (e.g., inserts, FD-302, reports, logs) on a timely basis.

| (5) Write materials (e.g., operations plan, community outreach) that will be disseminated in an oral or written format (e.g., briefings, training).

| (6) Generate database or spreadsheets to track and classify investigative information.

| (7) Prepare affidavits in support of various types of warrants (e.g., search, arrest, seizure, Title III).

| (8) Prepare evidence (e.g., transcripts of wiretaps) for presentation at trial or hearing.

| (9) Take notes on items of concern during squad or task force meetings.

| (10) Prepare forms to carry out an arrest plan or to request resources needed for an investigation (e.g., money, body recorder).

| (11) Complete receipts or logs (e.g., to catalog evidence seized, transfer evidence voucher to property clerk, return property to owner).

| (12) Record locations of all evidence recovered from crime scene.

| (13) Make sketches, displays, or drawings to provide a graphic aid for use in investigations.|

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| |24-2.16 Read

| (1) Review and adhere to Bureau and other agency policies and procedures (e.g., conduct, deadly force) and appropriate manuals for operation of equipment (e.g., night vision gear, gas masks, shields).

| (2) Read Bureau and other agency (e.g., DEA) case

| files and records to locate information.

| (3) Review forms (e.g., FD-302, incident reports) for
| completeness and accuracy.

| (4) Review inventory records for accuracy and
| completeness to determine the status of equipment.

| (5) Read reports consisting of short, descriptive
| phrases (e.g., FD-302, incident reports, criminal history
| records, posted lists, I.D. cards, aircraft log books).

| (6) Examine documents and files from computer
| (e.g., Lexis-Nexis, Internet databases, ACS (Automated Case
| Support, Bureau computer system), reading from computer screen
| 50-80 percent of time).

| (7) Read legal documents, federal, state, and city laws
| and codes.

| (8) Read and interpret coded material (e.g., NCIC
| printout).

| (9) Read tape transcripts.

| (10) Read handwritten documents from subjects during
| investigation.

| (11) Read floor plans to carry out training or
| mission.|

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| |24-2.17 Comprehension/Cognitive Skills

| (1) Maintain chain of custody to ensure admissibility
| when collecting, packaging, and preserving physical evidence for
| study and analysis.

| (2) Use ACS computer system to access other case files.

| (3) Serve subpoenas and execute search warrants or
| other court orders to obtain information and evidence.

| (4) Classify incidents to determine the appropriate
| report or form to complete.

| (5) Evaluate documents to determine the appropriate
| security classification of information.

| (6) Analyze documents, evidence (e.g., financial
| documents, bank records, telephone records, letters), and other

| information to determine if a federal violation has occurred.

| (7) Determine whether probable cause exists to search
| persons or property.

| (8) Evaluate information on criminal activities to
| determine whether to initiate a preliminary or full
| investigation.

| (9) Analyze and compare cases or pieces of evidence
| for relationships or similarities.

| (10) Assess the reliability and accuracy of
| information received from subjects, witnesses, victims, or other
| law enforcement personnel.

| (11) Assess personality characteristics and beliefs of
| individuals (e.g., subjects, informants, witnesses) using
| information from files, observations, personal contacts, etc., to
| allow for effective interactions or to create psychological
| personality profiles.

| (12) Prepare emergency and nonemergency plans for
| conducting investigations or executing arrests such as
| identifying locations, personnel, communication, and equipment
| requirements, and safety considerations.

| (13) Adapt and adjust plans in response to changes
| in circumstances during an arrest or seizure of evidence.

| (14) Adjust focus of investigation in response to new
| evidence or arrests.

| (15) Catalog wire taps and summarize the tapes and
| logs for each day.

| (16) React quickly and made split-second decisions
| about the use of physical and deadly force in unexpected
| situations.

| (17) Plan and organize case load with little
| supervisory assistance to ensure that deadlines are met and all
| cases proceed effectively.

| (18) Control the activities of informant sources
i.e., make assignments and payments, ensure that all appropriate
| guidelines are followed).

| (19) Direct and monitor the activities of undercover
| personnel, their work effectiveness, and well-being.

| (20) Review the performance of and provide
| supervision/instruction to other Agents.

| (21) Direct the manpower and direction of a case.

(22) Work in a team environment as a member or a leader in diverse settings which include individuals from a variety of organizations (e.g., FBI offices, local, state, federal, or foreign agencies).

(23) Make and track assignments and evaluate the effectiveness of Agents.

(24) Identify and develop strategies for obtaining information.

(25) Identify sources of information needed to solve a problem, carry out a task, or conduct an investigation or inspection.

(26) Develop long-range plans (e.g., strategic plans, training, scenario plans) and accompanying objectives.

(27) Identify and consider trends (e.g., changes in the law, technological developments, crime patterns) and conditions (e.g., global, political, social) when developing long-range or strategic plans.

(28) Balance short-term requirements with a broader, long-term perspective.

(29) Take into account and consider organizational systems, constraints, and other units, programs, and functions when developing long-range plans.

(30) Locate individuals using investigative techniques.

(31) Cultivate and develop informants/assets.

(32) Respond to leads from other FBI offices in a timely manner.

(33) Summarize information from telephone or radio call conversation.

(34) Maintain case files (e.g., arrests, warrants).

(35) Determine the monetary value of recovered or seized property by referring to appropriate sources of information.

(36) Listen to description of an incident and interpret the details in relation to the law and other factors (e.g., recent crimes).

(37) Recognize inconsistencies in subjects' behavior and verbal statements.

(38) Arrange for and conduct lineups and photo spreads of subjects to obtain identification of subjects.

| (39) Determine best method to conduct surveillance.

| (40) Determine entry format (e.g., occupant
| permission, knock, no knock).

| (41) Decipher code language encountered during a
| Title III.

| (42) Make recommendations regarding Bureau policies
| and procedures.

| (43) Dispatch teams at an incident or from a command
| post.

| (44) While working with other law enforcement agencies,
| judge whether others are safe and competent to perform duties.

| (45) Ensure understanding of current operational plan
| according to FBI and DOJ policy.

| (46) Be knowledgeable of Lesson Plans and Standard
| Operating Procedures (SOPs).

| (47) Develop new training scenarios and research
| various techniques and equipment.

| (48) Learn new skills related to operational mission
| (e.g., driving tactical equipment, tractor-trailer rigs) in a
| very short period of time to meet mission requirements.

| (49) Quickly recover and move on after a stressful or
| unpleasant situation.

| (50) Serve as relief supervisor to improve skills for
| possible promotion to team leader.|

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| |24-2.18 Calculate

| (1) Analyze financial records to determine whether
| fraud has occurred.

| (2) Perform simple arithmetic calculations (add,
| subtract, multiply, divide).

| (3) Inventory evidence (e.g., money, computers).

| (4) Use weights and measures (metric-grams/kilograms,
| street value of drugs).

| (5) Calculate the hours needed to determine necessary
| manpower.

| (6) Prepare expense vouchers.|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| |24-2.19 Communicate

| (1) Interview witnesses, informants, victims to obtain
| or provide information or assistance.

| (2) Interrogate subjects and informants to elicit
| relevant information/evidence.

| (3) Brief/inform others (e.g., other Agents, other law
| enforcement agencies, supervisors, ASAC, SAC, foreign governments)
| about problems, situations, work progress, or crime-related
| information.

| (4) Present cases to the Assistant U.S. Attorney
| stating facts, summarizing information, and answering questions.

| (5) Provide testimony by stating facts and answering
| questions.

| (6) Lecture to outside agencies (e.g., civic leagues,
| schools) as a representative of the Bureau (e.g., drug education).

| (7) Provide information regarding specialty (e.g.,
| bankruptcy fraud, computer virus crime) to other Agents.

| (8) Use radio to report routine or emergency incidents
| and locations.

| (9) Participate in hostage negotiations (e.g., over
| the phone, face-to-face, radio) with subjects.

| (10) Talk subject (armed or unarmed) or mentally
| disturbed or drug incapacitated person into surrendering.

| (11) Use telephone to gather/exchange information
| with other Agents, law enforcement agencies, witnesses, etc.

| (12) Talk to citizens to answer their questions and
| respond to their concerns.

| (13) Communicate with individuals from a variety of
| backgrounds (e.g., socioeconomic, ethnic) during covert
| operations.

| (14) Communicate with individuals speaking a foreign

| language.

| (15) Talk to emotionally upset or out-of-control
| individuals.

| (16) Maintain composure and communicate information
| (e.g., description of individuals, vehicles) under stressful
| conditions (e.g., in pursuit, witness to violent event,
| environmental hazards).

| (17) Inform subject of his/her legal rights during
| interrogation.

| (18) Dictate case notes clearly into recorder so that
| they may be transcribed.

| (19) Request, clarify, and comprehend information
| presented by others (e.g., team members, team leaders, law
| enforcement agencies) in order to plan and execute mission in a
| safe and effective manner.

| (20) Extract critical information from an interview
| and correctly relay that information to appropriate persons.|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| |24-2.20 Hearing

| (1) Listen to conversation being recorded on a body
| wire or other electronic eavesdropping equipment (may be in a
| noisy environment, busy intersection, bar, train station, through
| static in electronic system).

| (2) Relisten to surveillance tapes and check the
| transcripts for accuracy and to make revisions.

| (3) Overhear conversations in a bar or other noise
| environment.

| (4) Hear an order or instruction spoken in a normal
| tone from a distance of 10-25 feet.

| (5) Hear conversation over the sounds of machinery/
| traffic while interviewing individuals or receiving instructions
| at crime scene.

| (6) Listen to radios and distinguish appropriate calls.

| (7) Identify speech and voice characteristics over the
| phone (e.g., sex, age, accent) while recording messages
| accurately.

| (8) Listen to sounds while searching an area for an
| individual/subject (e.g., whispering, movement, breathing).

| (9) Listen at closed door for noise or voices before
| entering room or building.

| (10) Listen to surveillance tapes to transcribe
| information recorded.|

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| |24-2.21 Vision

| (1) Search wooded areas for evidence (e.g., weapons,
| clothing, blood).

| (2) Search buildings/structures for evidence (e.g.,
| weapons, clothing, blood).

| (3) Search building/structures for subjects.

| (4) Survey/evaluate crime scene or crisis site to
| quickly gather information (e.g., potential danger, neighborhood
| residents, gang look-outs, bystanders, exits, entrances,
| obstacles, usage patterns).

| (5) Monitor subject activities using visual (e.g.,
| CCTV) and/or auditory techniques (e.g., microphones, body
| recorders and transmitters) to determine a subject's patterns or
| gather evidence.

| (6) Be vigilant during surveillance of CCTV.

| (7) Search wooded areas for subjects.

| (8) Use flashlight at night to read documents or take
| notes during surveillance.

| (9) Read street signs, mailboxes, and house numbers
| from vehicle.

| (10) Read license plate from a distance up to 50 feet.

| (11) Identify model and color of vehicles from 100
| feet away.

| (12) Distinguish colors at traffic signals, signs,
| computer and electronic wiring, and bomb wiring.

| (13) Observe and report description (e.g., hair color,
| height, clothes) of individual from a distance of 30 to 100 feet.

| (14) Recognize a person previously known based on
| description (but wearing different clothes) from a distance of 30
| to 100 feet.

| (15) Recognize a person based on a photograph you saw
| previously (e.g., day, week ago).

| (16) Recognize a person based on a verbal description
| (e.g., age, hair color, clothing).

| (17) Determine whether a person is under the influence
| of drugs or alcohol by using visual cues.

| (18) Focus sight of gun and determine what is in
| subject's hand.

| (19) Scan videotape quickly to gather evidence or to
| look for subject.

| (20) Conduct site survey before conducting a mission.|

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| |24-2.22 Miscellaneous

| (1) Follow through on assignments, even under
| difficult and adverse conditions (sleep deprivation, stressed,
| fatigued).

| (2) Participate in personal physical fitness training
| to maintain readiness required for performance of duties.

| (3) Process arrested subjects (e.g., fingerprint,
| photograph, inventory personal property).

| (4) Detect smells that should be investigated and
| approximate their origin (e.g., smoke, gas, alcohol).|

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| |24-3 FITNESS FOR DUTY (FFD) EXAMINATIONS (Formerly MAOP, Part 1, 20-5.1)

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| 24-3.1 Special Agent FFD Examinations|(See MAOP, Part 1, 24-3.2.)|(Formerly MAOP, Part 1, 20-5.1, 20-5.1.1)

|(1) Even-numbered birthdays - Complete FFD examination. The first even-numbered birthday examination may be waived after entry on duty if timing interval since baseline examination is less than two years.

(2) Odd-numbered birthdays - Update Standard Form (SF) 93, Report of Medical History. Individuals should update their medical history and make a statement in Block 7a "Present Health" of one of the following:

(a) "No change in medical condition since previous examination." In this case the SF-93 will be routed by the medical coordinator to HCPU for updated report into the Bureau Personnel Management System to indicate current FFD status.

(b) "Health review needed, change since last examination." The Occupational Health Nurse (OHN) assigned (if none assigned, the medical coordinator will send this information to FBIHQ, HCPU, FFD) will clarify by telephone or personal interview any significant (potential for interference with essential tasks) change in medical condition since the previous FFD examination. Need for and content of interim examination will be determined by this review process, in consultation with an FBI medical officer, as appropriate.

(3) Exercise Stress Testing (EST) frequency will vary based upon age, baseline test at age 40 years, repeated at ages 44 and 48 years and at every complete FFD examination beginning at age 50 years (age 50, 52, 54, 56 years).|

**EffDte: 03/18/2005 MCRT#: 1377 Div: D3 Cav: SecCls:

24-3.2 Foreign Appointments (See Legal Attache Manual, Part 1, 4-6.) (Formerly MAOP, Part 1, 20-5.1, 20-5.1.1)

|(1) FBI REQUIREMENTS: All Special Agents (SAs) are required to have a Fitness For Duty (FFD) physical examination conducted in years in which they have an even-numbered birthday. Odd-numbered birthdays require completion of the Standard Form 93 (SF-93), Report of Medical History, to determine if an interim focused examination is required. To accommodate SA personnel on Legal Attache assignments abroad in remaining compliant with FFD examinations, there is flexibility with regard to timing of physical examination as follows:

(a) SAs who anticipate travel back to CONUS within a period of three months prior through three months past their birth month should contact the Legat Medical Program Manager within Health Care Programs Unit (HCPU) for guidance and assistance in scheduling their physical examinations. Time permitting during travel to CONUS, physical exams may be scheduled either at FBIHQ or at the

| contracted examination facility in the field office to which they are
| traveling.

| (b) If travel to CONUS within this time frame
| is not anticipated, SA Legat personnel may request a Department of
| State "In-service" physical examination be conducted by the Regional
| Medical Officer (RMO) at post. HCPU will accept this physical as
| their periodic FFD physical. The caveat to this is that the SA must
| request a copy of the physical from the RMO and send it to the Legat
| Medical Program Manager.

| (2) DEPARTMENT OF STATE REQUIREMENTS

| (a) Pre-post Physical Examinations: All Legat
| Program appointees, both Agent and support, as well as their spouses
| and eligible dependents are required to take a prescribed medical
| examination prior to departure for post and receive a medical
| clearance before passports are issued. If there are questions
| regarding eligibility of dependents for medical clearance, the correct
| answer corresponds to whether or not they are being funded for travel
| with the sponsor.

| (b) During Overseas Tour of Duty: Department
| of State physical examinations are offered, not required, to all
| Legat employees and their eligible family members after being at post
| for a period of two years.

| (c) Transfers to a Different Post: In the
| event that a Legat employee has a direct transfer to another post,
| he/she should contact the Legat Medical Program Manager within HCPU at
| FBIHQ for guidance regarding need for an updated physical exam.

| (d) Exiting the Legat Program: When exiting
| the Legat Program, all Legat Program employees and their eligible
| dependents are entitled, if they desire, to an exit physical
| examination. If adequate examination facilities are available, these
| examinations are encouraged to be done at post 60 to 90 days prior to
| departure. However, if adequate medical facilities are not available,
| or if the employee and dependents prefer, the examinations may be
| conducted within 90 days of arrival in the United States. Completion
| is especially important to document medical condition(s) which might
| require follow-on care. Failure to complete the exit examination may
| result in nonpayment of such claims.

| (e) Newly Acquired Dependents: Dependents
| newly acquired as a result of marriage, birth, adoption, or legal
| guardianship should have a physical within 90 days of the event. A
| copy of the physical examination reports should be sent to the Legat
| Medical Program Manager.

| (f) Dependent At Age 21: Dependents of Legat
| employees, upon reaching the age of 21, are no longer covered
| medically by Department of State. These dependents may elect to have
| a separation physical conducted 90 days prior to their 21st birthday.

| (3) TEMPORARY ASSIGNMENT EXAMINATIONS

| To be ensured coverage by the Department of State Medical
| Program of unexpected medical problems, employees on overseas
| assignment in excess of 60 calendar days a year are expected to
| complete a Department of State physical examination and receive a
| medical clearance prior to proceeding abroad on TDY assignment.
| Contact the Legat Medical Program Manager for guidance and assistance.

| (4) HOSPITALIZATIONS AND/OR MEDEVACS

| All Legat offices should establish a policy and procedure
| for notifying the Legat Medical Program Manager of any hospitalization
| and/or medical evacuations (medevacs) of Legat employees or their
| family members. This will facilitate authorization to establish a
| fund citation for payment and assist reestablishment of medical
| clearance.

| (5) SERIOUS ILLNESS OR INJURY

| Legat employees with either an illness or injury that
| prevents them from performing the essential duties of their position
| for a period in excess of 30 days should report their medical
| condition to the Legat Medical Program Manager.|

**EffDte: 07/10/2005 MCRT#: 1397 Div: D3 Cav: SecCls:

| 24-3.3 Periodic Examination for Non-Agent Employees|(See MAOP, Part 1, 24-3.1.)|(Formerly MAOP, Part 1, 20-5.1, 20-5.1.1)

(1) Applicants: Applicant FFD examinations are required for auto mechanics, language specialists (audiometer test only), police officers, investigative specialists, health care workers (including occupational health nurses and medical officers), electronics technicians, latent fingerprint specialists, latent fingerprint photographers, and members of the Support Surveillance Group, Hazardous Materials Response Unit, and Evidence Response Team. (See MIOG, Part 1, 67-8.5.1.)

| (2) Employed Members: Upon employment,|support employees
| in FFD positions will receive FFD examinations at the same frequency
| and scope as noted for Special Agents in MAOP, Part 1, 24-3.1.
| Exceptions are made for auto mechanics and health care workers and
| others removed from exposure risk or worldwide duty travel
| requirements. EST will be performed only if required to make a FFD
| determination when a significant question is raised by FFD
| examination, and must be approved by HCPU. Language specialists'
| audiometer testing will be conducted according to the periodic
| examination schedule of every two years, on even-numbered birthdays.|

**EffDte: 03/18/2005 MCRT#: 1377 Div: D3 Cav: SecCls:

| |24-3.4 Basic Medical History Requirements for Employees Not Otherwise Covered by the FFD Program

| Anyone receiving an immunization at FBI expense in
| anticipation of overseas travel should be required to complete a
| SF-93, Report of Medical History, no less frequently than every
| three years. When an employee is scheduled or arrives for an
| immunization, a check of their local employee health file should
| be accomplished. If SF-93 is older than three years or no
| medical file exists, one should be made at that time and SF-93
| completed and/or updated and placed on record. A copy of the
| SF-93 is sent to a local or regional FBI Occupational Health
| Nurse (OHN) for review. If questions of sufficient gravity are
| raised which require more detailed information, the OHN will
| attempt to clarify by telephone call to obtain additional
| history. If still concerned, the SF-93 should be forwarded to HCPU
| for medical officer review and recommendation regarding overseas
| clearance. Refusal to cooperate with medical history
| requirements will result in employee's medical mandate exclusion
| from overseas travel.|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| |24-3.5 Authority for Examinations and Related Follow-up Actions (Formerly MAOP, Part 1, 20-5.1 and 20-5.1.5)

| No FFD physical examination is to be arranged for any
| individual without prior authority of FBIHQ. The exceptions are
| the required physicals and audiometry examinations afforded at
| designated medical facilities that are assigned by the HCPU.
| Physicals arranged by employee with their private physicians will
| not serve as a substitute for the Bureau-required FFD physical.
| The FBI will not pay for any physicals that have not been
| properly authorized.|

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| |24-3.6 Employee Responsibility to Provide Information

| (Formerly MAOP, Part 1, 20-5.1.2)

| Employees undergoing such examinations must, when
| interviewed by the medical examiner, advise examiner of pertinent
| physical symptoms, medical history, including any defects or
| injuries for which such employee may be receiving pensions or
| compensation awards from the Office of Workers' Compensation

| Programs, Department of Veterans Affairs, and the like, in order
| that the medical examiner may adequately consider this
| information as relating to the scope of the examination.|

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| |24-3.7 Provision of Information to Medical Examiner (Formerly MAOP, Part 1, 20-5.1.4)

| The medical examiner must be furnished with a copy of
| the previous report of medical examination (SF-88), its
| attachment (FD-300), and SF-93, a report of medical history.|

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| |24-3.8 Employee Responsibility to Report Treatment (Formerly MAOP, Part 1, 20-5.1.3)

| (1) All investigative personnel, electronics technicians
| and language specialists must promptly notify their SAC or
| division head when they receive treatment, care or attention from
| a private physician for a condition which might impair an
| employee's fitness for duty. These employees must also notify
| division head or SAC of any condition manifesting itself to the
| extent of impairment of fitness for full duty, even though such
| condition is not being treated by a physician. FBIHQ should be
| promptly advised of treatment for any serious condition. Colds
| and other minor illnesses need not be made a matter of record.|

| (2) A commercial driver must immediately notify his/her
| management official when taking a medication that could manifest
| itself to the extent of impairment of fitness for full duty. This
| includes the use of both controlled substances and over-the-counter
| medications.|

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| |24-4 MEDICAL PROFILE SYSTEM (Formerly MAOP, Part 1, 20-5.2)

| (1) This system outlines the medical, physical, and
| job-related environmental parameters determined necessary to
| accommodate the employee's physical or mental capabilities or
| restrictions. Medical Profile is a system in which an employee
| is identified in a particular category relative to his or her

| current individual medical status or condition. Each profile
| states whether or not the employee is medically qualified to
| perform the full duties of his or her job description.

| (2) The Medical Profile System also includes medical
| mandates that outline the medical, physical, and job-related
| environmental parameters needed to accommodate the employee's
| medical condition or disability.

| (3) A physician's medical diagnosis, laboratory and
| examination results will be kept in a separate, strictly
| confidential record system. The diagnostic information will be
| revealed only in accordance with the standards of practice and
| medical confidentiality, i.e., with permission of the employee.|

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| |24-4.1 Special Agents (Formerly MAOP, Part 1, 20-5.2.1)

| (1) Medical mandates (restrictions) are assigned by the
| Bureau's Medical Officer (MO), a Bureau physician, or a private
| physician utilized by the employee when he/she has an illness,
| injury, physical/mental condition that precludes or limits their
| ability to perform the expected duties of their position.

| (a) Condition will be followed closely by the
| Fitness-For-Duty Subunit, Health Care Programs Unit to effect the
| proper assignments of medical mandates (restrictions) as well as
| the removal of medical mandates.

| (b) Nonarduous duties will be designated based on
| the medical mandates that are assigned to the employee, taking
| into consideration his/her physical and/or medical capabilities.

| (c) It will be determined by the physician if an
| employee is medically capable of assignments involving raids,
| arrests, and use of firearms.

| (2) Agents on Medical Profile System with assigned
| medical mandates (restrictions) are to be permitted to
| participate in firearms training, provided the Agent's evaluating
| physician is fully familiar with the Agent's condition, and is
| aware of the nature of firearms training, and furnishes a written
| statement that, in the physician's opinion, such participation
| would not be injurious to the Agent's health or dangerous to
| others. (See MIOG, Part 2, 12-16 (1).)

| (3) In instances where the evaluating physician does
| not certify the Agent to attend training and the prospects for
| future participation are remote due to the Agent's condition,
| authority to carry a firearm will be rescinded and any
| Bureau-issued weapon turned in. (See MIOG, Part 2, 12-16 (2).)

| (4) When a doctor recommends removal of medical
| mandates (restrictions), a medical statement from the physician
| must be submitted to Fitness-for-Duty Subunit, Health Care
| Programs Unit (HCPU), FBIHQ to support the employee's removal
| from medical mandates subject to approval by the FBI's MO.|

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| |24-4.2 Resident Agents (Formerly MAOP, Part 1, 20-5.2.2)

| (1) No Agent with assigned medical mandates
| (restrictions) will be designated or continued as a Senior
| Resident Agent, Alternate Senior Resident Agent, or Resident
| Agent. This applies also to any Agent who has any physical
| disability of any kind or who is being treated for any
| disability. In considering a recommendation for designation of
| resident agency personnel, carefully evaluate physical
| qualifications and include a statement with your recommendation
| that there are no physical disabilities or there is no ongoing
| treatment for any disability. In each case you should receive
| assurance from the Agent involved that he/she has no physical
| disability of any kind and is not being treated for any physical
| disability nor has there been any manifestation of a disability.
| Ensure that FBIHQ is advised in each instance in which a Resident
| Agent becomes disabled, is being treated for a disability, or in
| which there is any question concerning this. When recommending
| retention, complete justification must be furnished, together
| with comments whether sufficient amount of nonarduous work exists
| to keep such Agent fully occupied and that sufficient Agents are
| available to handle emergency assignments.

| (2) FBIHQ should be advised at least once every 60
| days of employee's condition unless the condition is such that
| more frequent correspondence is necessary.

| (3) In forwarding any communication to FBIHQ
| pertaining to Resident Agents, caption should include appropriate
| designation. If the Agent has a disability or is under treatment,
| include complete information regarding prognosis, as well as
| specific date Agent will be restored to full-duty status. Such
| data must be substantiated by statements from a qualified
| medical examiner.

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| |24-5 MEDICAL MANDATES PROGRAM

| (1) Medical conditions which render an incumbent

| Bureau employee unable to perform essential functions of the
| position held may be short or long term in nature. Similarly,
| a serious medical diagnosis or physical limitation may require
| recurrent screening for potential problems of assignment. The
| following system categorizes restrictions into levels of
| immediacy and follow-up, called Medical Mandates. There are four
| levels:

| (a) Medical Mandate I - No specific restrictions
| are present but a serious diagnosis requires additional scrutiny
| before assignment to locations with austere conditions and/or
| medical support availability. An example would include an
| employee with a well-controlled seizure disorder or adult onset
| diabetes mellitus, or presence of previously treated and stable
| coronary artery disease.

| (b) Medical Mandate II - A medical condition has
| been identified which restricts essential job functions for more
| than 30 days but is expected to resolve within a reasonable
| period of time with no permanent limitations of those functions.
| Examples include required surgical procedure or recovery from a
| serious injury such as a broken leg or hip.

| (c) Medical Mandate III - A prolonged serious
| medical condition or physical limitation with prolonged and
| uncertain duration, that is, has not reached maximum medical
| improvement. Examples include cancer diagnoses requiring
| continuing therapy to reach hopeful stabilization or improvement,
| or physical injuries which require rehabilitation. Six months to
| a year is normally expected to be the maximum observation period
| before definitive resolution unless extenuating circumstances
| dictate a longer observation period.

| (d) Medical Mandate IV - A medical condition or
| physical limitation which is considered to be permanent which has
| reached maximum medical improvement, and which prevents the
| employee from fulfilling an essential function of the job, with
| or without reasonable accommodation. Examples include paralysis
| or nonrecoverable loss of major organ function such as heart,
| kidney, or liver.

| (2) Medical Mandates Program Entry - Inquiries and/or
| examinations may not exceed the scope of a medical condition's
| effect on the employee's ability, with or without reasonable
| accommodation, to perform the essential functions of the job
| without posing a direct threat. Employees may become subject to
| the Medical Mandates Program by:

| (a) Self-identification, voluntarily supplying
| information from their personal physician;

| (b) Supervisory request based upon observed limitations
| which are affecting the employee's ability to perform the essential
| functions of his or her job, or based upon objective concerns
| that the employee may be a direct threat to self or others; or

| (c) Following identification in conjunction with
| a regularly scheduled FFD examination.

| (3) Medical Mandates Process - Once an FFD question is
| raised, medical information is forwarded to HCPU for Medical
| Officer review and recommendation regarding entry into the
| Medical Mandates Program. If the information submitted is
| insufficient for the required review to be completed, the Medical
| Officer will so state with a letter directing attention to
| specific questions remaining in the case. At entry into the
| program, specific recommendation is made regarding placement of
| the employee in Medical Mandate I, II, III, or IV, and any
| required schedule for follow-up medical information. In
| addition, the employee is flagged in the Critical Case Tracking
| portion of the Bureau Personnel Management System (BPMS) to
| assure proper interaction between HCPU evaluations and
| supervisors and managers when employees in the Medical Mandates
| Program are identified for assignments such as deployments,
| transfer, and other special duties.

| (4) Maximum Medical Improvement Procedures - Maximum
| medical improvement is a prognostic statement explaining that
| medical treatment has fulfilled its likely benefit to an
| individual, such that remaining limitations are considered
| permanent. Determination of maximum medical improvement may be
| made by the employee's personal physician, by specialty
| consultation related to an FFD examination, or by lack of
| progress in treatment for a prolonged period as determined by
| the FBIHQ Medical Officer reviewer and by the Medical Mandates
| Evaluation Board (MMEB).

| (5) Referral to the Disabilities Program Manager -
| When maximum medical improvement is reached, an employee will be
| notified in writing by HCPU that referral has been made to the
| Disabilities Program Manager, OEEOA. Notification will include
| an explanation of the MMEB procedures and the employee's rights.
| Such notification will allow 45 days for an employee to consult
| his or her physicians and attorneys of choice at the employee's
| own expense, and provide him or her an opportunity to present
| written comments and materials, including medical information and
| legal briefs to the Disabilities Program Manager. Upon the
| employee's request, the FBI will furnish him or her an
| opportunity to review the materials upon which the FBI has relied
| in placing the employee in Medical Mandate IV.

| (6) Bureau-requested FFD - To clarify medical factors
| in the case, at the Bureau's discretion the employee may be
| ordered, pursuant to Title 5, CFR, Section 339.301, to undergo a
| FFD examination at Bureau expense. The examination will focus on
| questions raised by the medical officer, but generally will
| include current diagnosis, prognosis for recovery, continuing
| treatment, and whether or not the employee has reached maximum
| medical improvement. Examinations will not exceed the scope of a
| medical condition's effect on the employee's ability, with or
| without reasonable accommodation, to perform the essential
| functions of the job without posing a direct threat. Failure

| of the employee to comply with the FFD examination and/or to
| provide requested medical information may be considered
| insubordination for appropriate administrative action.

| (7) Reasonable Accommodation - The Disabilities
| Program Manager will forward the information to HCPU for
| additional medical review and to the Administrative Law Unit
| (ALU), Office of the General Counsel (OGC). Once the medical and
| legal consultations are complete, the case will be scheduled for
| review by the MMEB.|

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| |24-6 MEDICAL MANDATES EVALUATION BOARD (MMEB)

| (1) Appointment of Voting Members - The MMEB will
| consist of FBIHQ supervisors/managers, and field office
| supervisory personnel familiar with the essential functions of
| the position held by the employee being reviewed. Voting members
| will be appointed by the Assistant Director, ASD.

| (2) Term of Appointment - Members serve for a period
| of one year and may be reappointed for additional one year terms
| until unavailable to serve.

| (3) Composition

| (a) The Chairperson of the MMEB will be the
| Section Chief with management responsibility for the HCPU.

| (b) Voting members will be the Chairperson and
| other appointed management personnel from FBIHQ and field
| offices, including support personnel managers and Supervisory
| Special Agents as required. FBIHQ representative will be drawn
| from Section Chief positions of the various divisions. Field
| representative will include an Assistant Special Agent in Charge
| from nearby field offices and/or designated field supervisor(s).

| (c) Disabilities Program Manager, OEEOA, serves
| as administrative deputy to the Chairperson, to include the actions
| as described below.

| (d) Permanent advisors to the MMEB will be the
| Disabilities Program Manager (OEEOA), FBIHQ Medical Officer(s), a
| Fitness-for-Duty nurse, a representative of OGC, and a
| representative from the unit within the ASD which oversees
| staffing issues.

| (4) MMEB Timing and Quorum - Meetings will generally be
| held on the first Thursday of each month or at the call of the
| Chairperson. A quorum will consist of three voting members and
| the Chairperson and permanent advisors or their designees. If

| the employee is an SA, at least one voting member will be an SA. If the employee is a support employee, at least one voting member will be drawn from the same job family as the employee, preferably the Program Manager. Decisions are reached by majority vote.

| (5) Report of MMEB Findings - After making the determination of whether or not an employee is capable of performing the essential functions of his or her position with or without reasonable accommodation, the MMEB shall set out its findings and make recommendations as to the appropriate disposition of the case in writing, enumerating its reasons to the ASD Personnel Officer. Voting members and advisors may submit in writing dissenting views if desired. The employee will be provided a copy of the MMEB's findings and recommendations.

| (6) Personnel Officer Review and Disposition - The Personnel Officer will review the Board's findings, recommendations and dissenting views, if any, and make the final determination as to what action shall be taken. The possible actions include:

| (a) Approving the findings and recommendations in whole or in part;

| (b) Disapproving the findings and recommendations in whole or in part;

| (c) Returning the case to the MMEB after an additional specified period of observation for reconsideration. ASD will supervise all required follow-up action.

| (7) Notification - MMEB notification of affected employees will be by mail, signed by the Personnel Officer, and go through the appropriate division/office head.

| (8) Disabilities Program Manager Responsibilities - Forwards case file information to ALU for review and provides input to the MMEB during proceedings regarding disabilities program management.

| (9) Health Care Programs Unit (HCPU) Responsibilities

| (a) The Medical Officer prepares a synopsis of the essential medical details of the case for review by the MMEB, including evidence regarding maximum medical improvement and persistent medical imitations once all pertinent information is obtained;

| (b) Copies and distributes case files to members for review at least three duty days prior to each meeting;

| (c) Prepares and maintains official minutes of proceedings of each meeting;

| (d) Prepares electronic communications (ECs) and letters to employees regarding results of MMEB decisions,

| and;

| (e) Tracks actions to completion.

| (10) Human Resources Representative Responsibilities - Provides expert opinions as to appropriate and possible personnel actions.

| (11) Legal Representative Responsibilities - Reviews medical and personnel details of each case for meeting discussion and provides written legal guidance related to determination of disability and evaluation of reasonable accommodation decisions of the MMEB.

| (12) Division/Office Head Responsibilities - Every effort shall be made by division/office heads to assist employees who accept a reasonable accommodation to a new Bureau position, as well as assisting those who are removed from the rolls of the FBI. Efforts shall include offer of services of the FBI's Employee Assistance Program and assistance in applying for disability retirement and/or workers compensation if the case is job related.

| (a) Position Search - The MMEB may request the division/office head to identify a vacant position for which the employee is otherwise qualified, which meets the reasonable accommodation requirements of the employee or which does not have any specific medical/physical requirements. If no appropriate vacant position can be identified within the employee's division/office, the search will be referred to the appropriate FBIHQ staffing office for additional guidance.

| (b) Position Offer - If an appropriate vacant position is identified, it will be offered to the employee requiring the accommodation by the division/office head. If the position is outside the employee's previous commuting area, the reassignment will be offered to the employee as a cost transfer (i.e., at the FBI's expense, according to policy decision by ASD on January 6, 2000).

| (c) Position Acceptance/Denial - Documentation as to the availability or nonavailability of a position and the employee's acceptance or refusal of the position will be communicated by EC back to the appropriate unit within ASD dealing with position management.

| (d) Position Unavailable - If an appropriate vacant position is not available, or if the employee refuses to accept a vacant position being offered, the following action will be initiated:

| 1. A proposal will be made to terminate the employee from the rolls of the FBI for nondisciplinary reasons due to inability to perform the essential duties and responsibilities of the position, with or without accommodation.

| 2. The employee will be urged to file for
| disability retirement and will be provided assistance to do so
| by a retirement counselor assigned to the Personnel Assistance
| Section.

| 3. If the employee believes the condition
| was precipitated by or is in any manner work related, application
| may be made for reimbursement from the Office of Workers'
| Compensation, U.S. Department of Labor.

| (13) Appeal Procedure/Reinstatement

| (a) The employee may appeal the final
| determination of the Personnel Officer to the Assistance Director
| (AD), Administrative Services Division (ASD). Any appeal must be
| within 30 days after the employee is notified of the final
| determination. Upon the employee's request, documents used by
| the MMEB in its deliberation will be provided to the employee.
| The employee may include with the appeal additional written
| submissions relevant to the appeal which the employee desires
| the AD, ASD to consider in deciding the appeal.

| (b) If within one year of release an employee's
| medical condition has improved to the point that he/she is
| capable of performing the essential functions of the position
| previously held, he/she can request a reevaluation. If
| improvement is validated, application may be made for
| reinstatement to the employee's former position. The employee
| remains subject to other standard reinstatement requirements
| (e.g., updated background investigation).

| (c) If the employee has fully recovered from a
| COMPENSABLE injury WITHIN ONE YEAR from the date of eligibility
| for compensation, the employee shall be restored immediately and
| unconditionally to his or her former position or an equivalent
| one, pursuant to the requirements of Title 5, CFR,
| Part 353.301 (a).

| (d) If an employee is fully recovered from a
| COMPENSABLE injury AFTER ONE YEAR from the date of eligibility
| for compensation, the employee shall receive priority
| consideration, agency wide, for restoration to the position that
| he/she vacated, or any equivalent one, pursuant to the
| requirements of Title 5, CFR, Part 353.301(b).|

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| |24-7 PHYSICAL FITNESS PROGRAM (See MAOP, Part 1, 15-1.1.1(3).) (Formerly MAOP, Part 1, 20-5.4)

| Special Agents are encouraged to establish and sustain
| a high level of physical fitness. Physical fitness enables

| Agents to cope more readily with the stresses of a law
| enforcement career and handle critical contingencies readily and
| confidently. The success of the program, in terms of benefits to
| the individual and the Bureau, depends on the professionalism of
| each Agent participant and on the management of the program by
| our SACs, ASACs, Field Supervisors and Field Fitness Advisors.
| Accordingly, the following guidelines have been established for
| the maintenance of the FBI Focus on Fitness Program:

| (1) Each Special Agent is responsible for his or her
| availability while participating in the program. Rapid response
| should be of paramount concern to each Agent. As such, it is
| incumbent upon each individual participating in the program to
| establish a recall procedure in the event of immediate need.

| (2) Three one-hour exercise periods per week have been
| authorized for Physical Fitness Program participants. Workouts
| may be coupled with lunch periods. All exercise periods must
| occur during the participant's regularly scheduled work shift,
| including one hour immediately before, and one hour immediately
| after the scheduled work shift. Workouts are not to be conducted
| at home. AVP guidelines prohibit exercise periods as overtime.
| Note: The requirement that exercise periods must occur during
| the participant's regularly scheduled work shift does not apply
| to those individuals attending New Agents classes. Specific
| exceptions to the requirement may be granted to those individuals
| assigned to undercover operations or to those working permanent
| shift work with the prior written approval of the SAC.

| (3) Field Fitness Advisors are directed to publicize
| benefits of participation in the program to encourage maximum
| participation. These benefits include, but are not limited to,
| such areas as the following: decreasing the risk of coronary
| heart disease through the lowering of blood pressure, decreasing
| pulse rate and cholesterol levels, improving diet and weight
| control, reducing stress and tension, improving emotional and
| physical well being, and increasing energy, alertness, and
| productivity. Suggestions, recommendations, or requests of a
| specific nature should be directed to the Training Division,
| Attention: Physical Training Unit.

| (4) All Special Agent personnel whose most current
| annual physical examination certified them "fit for duty" may
| voluntarily participate in the semiannual FIT tests scheduled by
| their respective field divisions or Headquarters divisions.
| This FIT test is to be administered by a Certified Special Agent
| Fitness Instructor. "Certified" means that this Agent, acting in
| the capacity of a Fitness Instructor, has attended and
| successfully completed the one-week Basic Law Enforcement Fitness
| Instructor Certification Course in-service taught by the Training
| Division at the FBI Academy or at a field school taught by members
| of the Physical Training Unit of the FBI Academy.

| (a) Each Agent's results are to be entered in the
| Fitness Information Terminal System (FITS) and he/she is to be
| furnished a personalized, confidential fitness history form

| showing past performance and current performance compared to
| existing Bureauwide performance norms by sex, age and event.

| (5) Injuries and occupational diseases arising from
| participation in previously approved Physical Fitness Program
| activities are compensable under the Federal Employees'
| Compensation Act. Workers' compensation benefits may be paid for
| injuries or occupational diseases only if the employee was
| authorized to participate in the Physical Fitness Program, the
| nature of the exercise causing such activity was on the approved
| Physical Activity Classification List, and the injury occurred
| during an authorized time frame. (See MAOP, Part 1, 15-1.1.1,
| for instructions on submitting worker's compensation claims.)

| (6) Participation is also encouraged for field
| Electronic Technicians (ETs), inclusive of supervisory ETs and
| Telecommunications Managers, following guidelines and policies
| set forth above. Participation of ETs assigned to FBIHQ is
| encouraged but is with the consent of their Assistant Director.|

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| |24-8 PSYCHOLOGICAL FITNESS FOR DUTY (FFD) PROCESS (Formerly MAOP, Part 1, 20-5.5)

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| |24-8.1 Psychological FFD Evaluations (Formerly MAOP, Part 1, 20-5.5.1)

| Set forth for the purpose of clarification are the
| responsibilities of the Health Care Programs Unit (HCPU),
| Employee Assistance Unit (EAU), Administrative Services Division
| (ASD), and the Security Programs Manager, Security Division, with
| regard to FFD, but more particularly as it related to the roles
| of the respective staffs of each program in dealing with
| psychological problems affecting FBI employees.|

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| |24-8.2 Background (Formerly MAOP, Part 1, 20-5.5.2)

| (1) The FFD Program is managed by the HCPU, Personnel
| Assistance Section (PAS), ASD. The FFD Program assesses an
| employee's physical and psychological fitness to safely perform
| the essential functions of his/her position, and to assist the
| Security Program Manager in making determinations as to the

| employee's ability to hold a security clearance, which is a
| condition of employment.

| (2) Pursuant to Title 5, Code of Federal Regulations
| (CFR), Part 339.301, the FBI may order psychological FFD
| evaluations for all employees who are subject to medical
| requirements, i.e., Special Agents (SA), police officers,
| investigative specialists, electronic technicians, and auto
| mechanics. Psychological FFD evaluations are authorized when
| employees exhibit otherwise unexplained irrational, bizarre, or
| aberrant behavior/conduct which prevents them from suitable
| performing the essential functions of their positions and/or
| calls into question their trustworthiness to maintain their
| security clearances.

| (3) The authority of Bureau-mandated FFD evaluations
| is covered in:

| Title 5, CFR, Part 339.301
| MAOP, Part 1, Section 1-25, Drug Deterrence Matters
| Executive Orders 12968, 10450
| Public Law 100-71, Section 503|

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| |24-8.3 Psychiatric Evaluation Process (Formerly MAOP, Part 1, 20-5.5.3)

| (1) INFORMATION AND DETERMINATION PHASE

| (a) A Special Agent in Charge (SAC) or division
| head may request a psychological FFD evaluation of an employee,
| subject to Title 5, CFR, Part 339.301, whose conduct or behavior
| adversely impacts his/her ability to suitable perform the
| essential functions of the job; or whose trustworthiness is
| questioned, and therefore, whose security clearance could be
| withdrawn. Documentation regarding the individual's alleged
| aberrant behavior; past and current medical information; past and
| current performance documentation; and documentation leading up
| to and including specific details causing the request for a
| psychological FFD evaluation should be submitted to HCPU, PAS,
| ASD. Upon receipt of the information HCPU will review the
| medical file, clinical records, private physician and/or
| therapist and hospital records. HCPU will also review the most
| current physical examination results. The review of this
| material is to determine whether there is a physical explanation
| for the behavior/conduct at issue.

| (b) A psychological FFD evaluation may be
| requested in the case of employees not covered by Title 5, CFR,
| Part 339.301, whose trustworthiness is questioned, and,
| therefore, whose security clearance could be withdrawn. Is such
| cases HCPU will review submitted documentation regarding

| conduct/behavior and current medical records and refer the issue
| to the Reinvestigation Unit, Security Division. The
| Reinvestigation Unit will evaluate whether or not a
| trustworthiness issue exists and, if so, request HCPU to conduct
| a psychological FFD evaluation.

| (c) The criteria for determining the need for a
| psychological FFD evaluation are that the identified behavior/
| conduct is not physically explained and indicates a significant
| defect in the ability of the employee to perform the essential
| functions of his/her position particularly when:

| 1. the employee poses a threat to the
| health, safety or physical well-being of themselves or others; or

| 2. the employee poses a threat to national
| security.

| (d) Behavior that negatively affects the
| employee's performance or is disruptive to the workplace should
| first be addressed by the supervisor, administratively, through
| the Performance Appraisal System, the Office of Professional
| Responsibility or any other appropriate action available to
| management. This should include referral to Employee Assistance
| Program (EAP), if appropriate. In addition, if the employee's
| behavior is not consistent with the interests of national
| security, documentation must be submitted to the Reinvestigation
| Unit. Such behavior would include:

| 1. suicidal or homicidal behavior;

| 2. any behavior which shows that the
| individual may not be reliable or trustworthy; or

| 3. any illnesses, including any mental
| condition, of a nature which in the opinion of competent medical
| authority may cause a significant defect in judgment or
| reliability, with due regard to the transient or continuing
| effect of the illness, and the medical findings of such case.

| (e) When an employee has been recommended for a
| psychological FFD evaluation, management should evaluate the
| safety and disruptiveness of the behavior in the workplace, and
| the employee's ability to fulfill the duties and responsibilities
| of the position. If the behavior is unduly disruptive or is a
| threat to the health, safety or physical well-being of others,
| then consideration should be given to removing the employee from
| the workplace. Management should immediately contact the Section
| Chief, PAS, ASD, and the Security Programs Manager, Security
| Division, and request approval to place the employee on
| administrative leave, if such a decision is warranted.

| (f) In either case the employee should be kept on
| administrative leave until a medical or psychological professional
| has conducted an examination and given a diagnosis and prognosis
| of the employee's condition in a written report to HCPU. When an

| employee has been notified that he/she has been found unfit to
| return to duty, the employee must then utilize accrued sick leave,
| annual leave, or leave without pay while receiving treatment.
| The Voluntary Leave Transfer Program is also an option.

| (2) NOTIFICATION PHASE

| Once sufficient documentation has been obtained and
| reviewed by the aforementioned managers and mental health
| professionals, a letter will be sent to the employee advising
| him/her of the authority that the FBI has to order a psychological
| FFD evaluation. The letter will specifically address the date and
| location of where the evaluation is to occur. Failure of an
| employee to report for an authorized psychological FFD
| evaluation can and will be considered insubordination and can
| result in administrative action being taken, up to and including
| dismissal from the FBI. The letter is sent via overnight delivery
| to the SAC with instructions for presenting the letter to the
| employee.

| (3) EVALUATION PHASE

| (a) The psychological FFD evaluation is conducted
| by a licensed mental health provider on contract to the FBI.
| Presently, approved contractors are located in Chicago, Illinois;
| Chapel Hill, North Carolina; Los Angeles, California, and
| Washington, D.C. Where possible, arrangements are made through
| the EAP Coordinator in the designated city to facilitate and
| assist the employee through this process.

| (b) During the examination, the evaluator is
| authorized to conduct any physical, psychological, or psychiatric
| tests deemed necessary and appropriate to fully evaluate the
| employee's FFD status. The evaluator is required to furnish HCPU
| with appropriate documentation setting forth the results of the
| examination. The report must address the following areas which
| correspond to Title 5, CFR, Part 339.104:

| 1. the history of the condition, including
| references to findings from previous examinations, treatments,
| and responses to treatment, if appropriate;

| 2. clinical findings of the mental health
| status examination and the results of psychological tests;

| 3. diagnosis, including current clinical
| status;

| 4. prognosis, including plans for future
| treatment and an estimate of the expected time frame for
| recovery;

| 5. an explanation of the impact of the
| medical or psychological condition on overall health and
| activities, including the basis for any conclusion that
| restrictions or accommodations are or are not warranted, and

| where they are warranted, an explanation of their therapeutic
| or risk-avoiding value;

| 6. an explanation of the medical/
| psychological basis for any conclusion which indicates the
| likelihood that the individual is or is not expected to suffer
| sudden or subtle incapacitation by carrying out, with or without
| accommodation, the tasks or duties of a specific position;

| 7. narrative explanation of the medical
| basis for any conclusion that the medical/psychological
| condition has or has not become static or well-stabilize
| (a condition which is not likely to change as a consequence of
| the natural progression of the condition, specifically as a
| result of the normal aging process, or in response to the work
| environment or the work itself) and the likelihood that the
| individual may experience sudden incapacitation (an abrupt onset
| of loss of control of physical or mental function) or subtle
| incapacitation (gradual, initially imperceptible impairment of
| physical or mental function whether reversible of not) which is
| likely to result in performance of conduct deficiencies as a
| result of the medical/psychological condition; and

| 8. the evaluation should specifically
| address any medical of psychological condition of a nature which
| may cause a significant defect in the judgment and reliability of
| the individual who is entrusted with the protection of national
| security information.

| (c) HCPU received the initial verbal report of
| the findings of the evaluation within 48 hours. A full written
| report of the findings follows within two to three weeks.

| (4) OUTCOME PHASE

| (a) The psychological FFD evaluation report is
| sent to the HCPU for initial review and recommendation as to the
| fitness of the employee. It is then forwarded to Section Chief,
| PAS, who will determine if the employee can perform all essential
| functions of the position, based upon the recommendations
| contained in the evaluation; or to the Security Programs Manager
| who will determine whether the employee's retention of a security
| clearance is consistent with national security. After reviewing
| the findings, appropriate health and administrative measures are
| instituted as follows:

| 1. the employee is found fit to return to
| work without limitations or requirements;

| 2. if the employee is found fit to return to
| duty, but with a diagnosis requiring treatment, limitations are
| directed and monitoring mechanisms are required. These include,
| but are not limited to, private doctor/therapist reports
| regarding the progress of treatment and prognosis of the
| condition; HCPU oversight and consultations; and proof of
| attendance at support meetings, if applicable;

| 3. if the employee if found not FFD, specific requirements are set out if the notification letter which must be fulfilled prior to the employee returning to full or limited duty status; a reevaluation may be conducted at a time when private doctor/mental health professional and HCPU validate that the employee is ready to return to work. This will generally occur within three to six months of the initial evaluation examination.

| (b) Once the outcome of the evaluation is determined, a letter is prepared and sent to the employee. Included in the letter are the specific findings of the examination and a determination of duty status. If limitations are imposed, the employee is advised that these limitations must be followed in order to continue employment with the FBI. This is known as the "Return to Work Agreement." The employee's signature on the "Return to Work Agreement" constitutes an agreement with the FBI that the employee is willing to follow the limitations set forth in the letter in order to return to work. Failure to abide by the limitation will be considered insubordination, which is subject to administrative action, up to and including dismissal. The Assistant Director (AD)/Assistant Director in Charge (ADIC)/SAC, as appropriate, will be sent the original letter in a sealed envelope addressed to the employee, along with a separate communication setting forth the outcome and the limitations the employee must abide by when returning to work and other necessary information. The AD/ADIC/SAC will be instructed to hand-deliver the original letter to the employee an ensure that the employee fully understands the directives contained within and the ramifications of the letter. The employee is notified within the letter that a copy of the evaluation report will be furnished to his/her private physician/therapist upon completion and return of an "Authorization for Disclosure of Medical Information" form.

| (c) If the employee feels that he/she has a disability for which he/she wishes to seek accommodation, then the employee should be referred to the FBI Disability Program Manager in the Office of Equal Employment Opportunity Affairs for further information and guidance.

| (5) REEVALUATION PHASE

| If required, a reevaluation is conducted within three to six months after the initial examination. After one year in an unfit status, the HCPU can propose to the FBI's Personnel Officer that, based upon the employee's inability to perform the essential functions of the job, a letter of dismissal for medical reasons be sent. The letter would also advise the employee of his/her right to file for a medical disability or workers' compensation as appropriate. A dismissal letter may be originated by the Reinvestigation Unit if the employee's trustworthiness to hold a "Top Secret" security clearance is revoked as a result of the FFD examination.

(6) HCPU INTERACTION WITH EAP

(a) The EAP will provide information to the HCPU, regarding the employee, when the employee's behavior/conduct crosses the boundary of what EAP can maintain within its realm of confidentiality. Information requiring disclosure includes behavior/conduct that indicates the employee has a significant defect in judgment or trustworthiness such as:

1. conduct that poses a threat to the health, safety, or physical well-being of the employee or others;

2. conduct that poses a threat to national security;

3. allegations of criminal activity; or

4. allegations of child abuse.

(b) For SAs and other employees with medical mandates, the Section Chief, PAS, is authorized to order an FFD evaluation. For employees who do not have medical mandates, the Reinvestigation Unit should be notified and they will determine if an FFD is justified.

(c) When EAP clients fall into any of the above categories, EAP Coordinators/Counselors must advise the Employee Assistance Administrator/Unit Chief of the EAU. The EAU will refer the relevant information involving the specific incident to HCPU and/or Reinvestigation Unit as appropriate. EAP will be kept apprised of the course of the case.

(7) EMPLOYEE RESPONSIBILITIES WITH REGARD TO PSYCHOLOGICAL TREATMENT AND USE OF PRESCRIBED PSYCHOTROPIC DRUGS OUTSIDE OF EAP

(a) Employees who are required to complete the SF-93, "Medical History," at the time of an official physical examination must do so truthfully, completely, and accurately. Information relating to treatment of such employees for a psychiatric/psychological condition, which may adversely impact an employee's judgment or reliability, must be reported on the SF-93 and will be reviewed by HCPU. HCPU will initially determine if the employee's condition is being monitored by EAP. If the employee is participating in EAP, further inquiry may not be necessary. However, information regarding the employee's treatment must be provided to HCPU if the employee is not being monitored by the EAP. In such cases the employee will receive a letter from HCPU requesting documentation from the employee's treatment provider regarding his/her diagnosis, treatment and prognosis. All information will be handled, as with all medical information, in a highly confidential manner by HCPU.

(b) Further, the FBI may, pursuant to Title 5, CFR, Part 339.301, require Agents and other employees specified

| above to disclose their use of prescribed psychotropic
| medications that significantly affect their cognitive and motor
| skills. Further, the FBI may consider that information in
| determining whether an adjustment to an employee's duties is
| required. Such decisions must be based on adequate medical
| documentation and take into account both the short-and long-term
| interests of the FBI, and the public which it safeguards. It is
| not the FBI's intent to adversely affect or restrict its employees
| from seeking professional assistance and medication when required.
| That situation would neither serve the FBI, its employees, nor the
| public. Therefore, each incident will be reviewed on a
| case-by-case basis. Further, restricted duty will not adversely
| affect an employee and will only be continued for as long as such
| duty restrictions are required.

| (c) Additional information regarding psychological
| FFD evaluations and use of prescribed psychotropic drugs can be
| addressed to FBIHQ, HCPU, ASD, extension 4976, Room 6344.|

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| |24-9 IMMUNIZATION POLICY (See MIOG, Part 1, 67-8.5.2(2) and 67-8.6.2(2).) (Formerly MAOP, Part 1, 20-5.1.7 and 20-5.6)

| (1) PURPOSE: The purpose of this section is to
| establish an FBI Immunization Policy to address the provision of
| a safe and healthful work environment and the protection of
| employees from vaccine-preventable diseases as set forth in the
| below-listed statutes and orders. The Immunization Policy shall
| assure disease prevention and management of communicable diseases
| by providing the Centers for Disease Control (CDC) recommended
| adult immunizations to specified employees. The policy set forth
| in this section defines the roles and responsibilities of the
| Administrative Services Division (ASD), division/office heads,
| Special Agents (SAs), and Special Support Employees (SSEs). The
| Health Care Programs Unit (HCPU), ASD, will implement the
| Immunization Policy and manage the Immunization Program.

| (2) SCOPE: The Immunization Policy applies to all SAs,
| SSEs, and others identified by the division/office heads to be in
| need of immunizations based on the employee's assigned duties
| and/or international travel. SSEs include: electronics
| technicians, Evidence Response Teams, evidence control
| technicians, Disaster Squad, Special Surveillance Group members,
| police officers, emergency technicians, and health care workers.

| (3) OBJECTIVE: To promote a safe and health work
| environment for employees through health education and the
| administration and maintenance of adult immunizations.

| (4) RESPONSIBILITIES OF THE ASD

The ASD will provide health, immunization, and travel advice; conduct health surveillance; monitor immunizations; review health histories; issue travel clearances; and, provide fitness-for-duty physical examinations.

(a) Initial immunizations offered to employees are listed here: Hepatitis A, Hepatitis B, Tetanus and Diphtheria (Td), Influenza, Measles, Mumps, Rubella, Polio, Oral Typhoid, and Tuberculosis (TD) screening test. Provided for travel by the Department of State, Public Health Department, Department of Defense, or other FBI-authorized providers are yellow fever, required once every 10 years, and other exotic immunizations.

(b) The ASD will provide FBI Occupational Health Nurses (OHNs) with guidelines and physician's order for the administration of immunizations and will annually review same.

(c) The ASD will provide FBI OHNs training in the administration and monitoring of immunizations.

(d) The ASD will designate an OHN in the HCPU to facilitate employee immunization needs.

(e) The ASD will develop and maintain an immunization data-tracking system and provide status reports as required.

(5) RESPONSIBILITIES OF THE DIVISIONS/OFFICE HEADS:

(a) Each division/office head will be responsible for implementing the Immunization Policy.

(b) Each division/office head will be responsible for submitting an immunization questionnaire (FD-864) for all SAs, SSEs, and others identified to participate in duties which may expose the employee to disease.

(c) Each division/office head must report the identity of employees assigned tasks with high risk for disease exposure in order for HCPU to conduct an individualized assessment and authorization for immunizations.

(d) Each division/office head will ensure that all applicants for the SA and designated SSE positions complete the immunization questionnaire (FD-864) and provide evidence of immunizations or immunity to the preemployment examining physician for the following prior to entering on duty:

1. Tetanus/Diphtheria within the last 10 years.

2. MMR (Measles, Mumps, Rubella) for those born after 1956.

3. Polio.

| If applicant has a history of a prior positive Tuberculosis test, it must be documented on the preemployment physical. If there is no prior history of positive Tuberculosis test results, applicants will be given a Mantoux PPD test as part of the preemployment physical examination at FBI expense.

| If an applicant is unable to submit proof of immunization or demonstrate immunity to the preemployment physician at the contract facility for the above-mentioned diseases, he/she must be immunized, at his/her own expense, and submit documented proof to the preemployment examining physician that this has been done.

| Compliance with the FBI's Immunization Policy is a condition for hire, and applicant physical examinations submitted without documented evidence of immunization status will not be medically approved.

| (e) Each division/office head will be responsible for ensuring that all on-board SAs, SSEs and others identified for travel or at high risk for disease-exposure assignments, complete the immunization questionnaire (FD-864) and submit same to the HCPU, ASD, for a health and immunization advisory. Divisions/offices with assigned OHNs will submit this information through the assigned nurse. The assigned OHN will provide health education, travel advisory, immunizations or direct the employee to an authorized provider, and will submit quarterly reports to HCPU, ASD. The OHN will document the health education, travel advice, and immunizations in the employee's health record and in the employee's personal immunization record.

| (f) Each division/office head will be responsible for ensuring that all periodic reporting and recordkeeping requirements are maintained and submitted as necessary or required to HCPU.

| (g) Each division/office head will ensure that vaccines shipped to their offices are stored according to the manufacturer's recommendations and are provided to health services contractors or OHNs.

| (h) Each division/office head will ensure that emergency procedures are in place prior to the administration of vaccines and that any adverse reactions to the vaccine are reported to the HCPU, ASD, and to the Department of Health and Human Services on the "Vaccine Adverse Event Reporting System (VAERS)" form.

| (6) RESPONSIBILITIES OF FBI EMPLOYEE:

| (a) Each employee identified as at risk for disease exposure will be offered immunizations and TB screening skin tests. It is the employee's responsibility to complete their immunization questionnaire, advise health care providers of any allergies, and to maintain their International Certificate

| of Vaccination, PHS-731 record of immunizations. Immunizations
| will be documented in the employee's record.

| (b) It is the employee's responsibility to remain
| within the Health Clinic/Contractor's Office for approximately 15
| minutes after receiving an immunization to be observed for signs
| of an adverse reaction.

| (c) It is the employee's responsibility to
| immediately report to HCPU any illness contracted while on
| official Bureau travel or assignment.

| (d) It is the employee's responsibility to
| complete the appropriate Workers' Compensation Forms if any
| illness or injury is contracted or occurs while on official
| Bureau travel or assignment.

| (e) It is the employee's responsibility to accept
| or decline immunizations. To decline immunizations, an employee
| should sign a declination statement that states the employee was
| advised of the benefits and risks and declines the immunization.
| Should the employee at a later time desire to be immunized, the
| employee should request immunization.

| (7) REFERENCES

| Title 5, Code of Federal Regulations

| The Occupational Safety and Health Act, Title 29, Code
| of Federal Regulations

| Executive Order 12196

| 1997 Immunization Guidelines for the Department of
| State

| The Centers for Disease Control Recommendations for
| Adult Immunizations|

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| |24-10 FBI EMERGENCY MEDICAL SERVICE (EMS) PROGRAM|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| |24-10.1 EMS Medical Director Appointment and Responsibilities

| (1) The mission of the Health Care Programs Unit is
| to promote the health and well-being of all FBI employees. These
| responsibilities include facilitating emergency health care in

| the workplace. The EMS Medical Director is an FBI Medical
| Officer appointed by the Director with responsibilities as
| defined below.

| (a) Advise FBI supervisors, managers, and FBI
| incident commanders regarding the medical support requirements of
| Bureau contingency operations. Assist personnel tasked by these
| managers in the determination of personnel and other resources
| required to provide this support. Through the Special Agent in
| Charge (SAC) or FBI Incident Commander, ensure that the medical
| support plans developed reflect current national standards of
| emergency medical care.

| (b) Approve initial and continuing training
| requirements for FBI prehospital providers. Approve and
| implement standing orders and protocols. Approve and administer,
| on behalf of the FBI, a quality assurance program for the FBI
| emergency medical services.

| (c) Authorize, when required, the procurement of
| controlled substances, prescription pharmaceuticals and medical
| devices. Through the SAC, ensure that appropriate records of
| use, storage and application of these materials are maintained at
| the field office level in accordance with applicable federal
| standards.

| (d) Assist the FBI Occupational Safety and
| Environmental Program (OSEP) Unit and other FBI management in
| carrying out their Occupational Safety and Health Administration
| (OSHA) obligations regarding workplace safety in contingency
| field operations. Provide, through the FBI Incident Commander,
| medical recommendations for eliminating or minimizing unsafe
| conditions and practices found during mission planning or
| execution.

| (e) At the request of FBI authorities, serve as
| principal consultant in emergency medicine to the Strategic
| Information Operations Center (SIOC) or other FBI incident
| command and control assets. Through the Critical Incident
| Response Group (CIRG), assist these authorities in planning
| medical support of contingency missions.

| (f) Serve as the FBI liaison physician with
| outside agencies and institutions with regard to the FBI EMS
| Program, including but not limited to medical agencies of the
| Department of Defense, the FEMA and the United States Public
| Health Service.

| (g) At the request of the SAC, assist field
| offices in the development of a local Memorandum of
| Understanding (MOU) with hospitals, medical institutions, trauma
| centers, community EMS or other sources of local emergency care.
| These MOUs will support special operations at the level of the
| field office by providing for rapid transition of injured persons
| from FBI EMS to sources of definitive medical treatment. Promote
| the experience of those field offices with successful local MOU

| relationships throughout the Bureauwide EMS for the overall
| improvement of the emergency care provided to FBI employees
| involved in contingency operations.

| (h) Assist the Unit Chief, HCPU, in providing
| oversight to contractors providing research, education, program
| development, medical consultation or direct patient care during
| FBI field operations.|

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| |24-10.2 Field Operations Medical Support Concept of Proportional Medical Response

| (1) The concept of proportional medical response is
| based upon deployment of an escalating medical support capability
| relative to the increasing mission requirements of a contingency
| evolution. This concept is applicable to Rapid Deployment Teams
| (RDTs), Evidence Response Teams (ERTs), Augmented/Enhanced
| Special Weapons and Tactics Teams (SWATs), Hazardous Material
| (HAZMAT) Response Teams and Dive Teams.

| (a) The field office SWAT team can be viewed as
| the basic level of tactical capability within the FBI.
| Similarly, the existing SWAT Emergency Medical Technician-Basic
| (EMT-B) system serves as the basic medical support component at
| this level of organization.

| (b) In augmented SWAT operations combining the
| tactical resources of multiple field offices, medical support
| must escalate in response to the needs of multiple teams, often
| deployed over a wide area. Command personnel must determine
| whether local civilian Emergency Medical System (EMS) Advanced
| Life Support (ALS) and hospital/trauma center capability will
| provide for definitive care of a casualty within the standard of
| care requirements recognized in the United States. These
| standards can be summarized as initial stabilization in the field
| (EMT-B level of care) within four minutes, access to ALS (EMT-
| Paramedic or EMT-P) within ten minutes, and definitive trauma or
| advanced emergency medical care in a hospital setting within one
| hour.

| (c) As the number of reactive personnel
| increases, additional SWAT EMTs may be required to meet the
| standard of care guideline. As the geographic extent of the
| operations widens, the time-to-advanced life support medical
| standard of care may require civilian EMS deployment on a
| stand-by basis, or aeromedical evacuation arrangements to permit
| transition of a casualty to definitive care within the one hour
| time frame.

| (d) Prolonged operations require nonemergent

| access to medical care for minor medical and surgical problems.
| This capability, usually summarized as "sick call" must be an
| additional feature of medical support for prolonged operations.

| (e) A goal of one SA/EMT-P and two SA/EMT-Bs
| would provide initial ALS capability for special operations in
| more austere settings without extending the considerable
| personnel costs of Paramedic training to the entire EMT-B
| population. Enhanced or Augmented SWAT teams would benefit from
| similar coverage when operating in remote areas. As a
| contingency evolves, covering larger areas or involving more
| total personnel, an additional "medic package" would be added to
| establish a "Two-Plus-Four" SA/EMT-P and SA/EMT-B capability for
| RDT-level incident response.

| (f) A minimum equipment package is specified for
| EMT-B SWAT, ALS SWAT and RDT medical support by the Medical
| Director, EMS.|

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| |24-10.3 Credentialing of FBI Emergency Medical Service (EMS) Personnel

| (1) The EMS Medical Director has established the
| requirements listed below to meet national standards of EMS
| administration for FBI personnel.

| (a) Initial Appointment to Bureau EMS Additional
| Duty - FBI personnel are designated by their SAC or designee as
| SWAT/Special Operations EMS providers. GETA funds are available
| for the initial and recertification education requirements of
| Emergency Medical Technicians (EMTs). Approval for GETA funding
| of initial certification is contingent upon receipt of an EC from
| the local SWAT or special team coordinator to the EMS Medical
| Director at FBIHQ, Health Care Programs Unit (Room 6344)
| designating an individual for SWAT or special team medical duty.

| (b) Core Curriculum

| 1. Basic Life Support (BLS) providers -
| Maintain current EMT-Basic certification in a state
| jurisdiction. National Registry EMT-Basic (NREMT-B)
| certification is also required.

| 2. Advanced Life Support providers -
| Maintain a current EMT-Paramedic (EMT-P) certification as
| above. NREMT-Paramedic certification is also required.

| 3. Personnel may obtain NREMT status by
| attending initial EMT training approved by NREMT or by
| challenging the National Registry Examination. Recertification
| of all NREMT levels of care is required every two years. Contact

| the National Registry of EMTs at (614) 888-4484 or www.nremt.org
| for details.

| (c) Emergency Cardiac Care Certification

| 1. BLS Providers - Basic Cardiac Life
| Support (BCLS) or Heartsaver certification renewed at two year
| intervals.

| 2. ALS Providers - Advanced Cardiac Life
| Support (ACLS) certification at two year intervals.

| (d) Tactical EMT

| 1. Support Employees - Certification in
| Emergency Medical Technician-Tactical (EMT-T) is required for
| support employees only. Initial certification is recommended
| within one year of assignment to EMS duty. EMT-T is available
| through the Counter Narcotics/Terrorism Operations Medical
| Support (CONTOMS) program of the Casualty Care Research
| Center (CCRC), Uniformed Services University of the Health
| Sciences (USUHS). CONTOMS training is a 56 hour course offered
| by CCRC at various locations nationally. Renewal of CONTOMS
| certification is not required. Contact the CONTOMS Coordinator
| at (301) 295-6263 or via website www.usuhs.gov for a course
| schedule. Courses equivalent to CONTOMS may be substituted upon
| approval of the EMS Medical Director.

| 2. SA/EMT SWAT Personnel - EMT-T/CONTOMS is no
| longer mandatory for SA/EMT. Tactical training supplementing
| that received in New Agent Training is conducted locally at the
| discretion of the division SWAT team leader.

| (e) Continuing Skills Training - Maintain
| affiliation with a local jurisdiction EMS or Emergency
| Department/Trauma Center for the purpose of periodic practice of
| EMT skills. The Office of the General Counsel (OGC) has
| determined that this activity is covered by the Federal Tort
| Claims Act as required training for SWAT SA/EMTs. Approval of
| GETA funding of recurrent certification is contingent upon
| documentation of compliance with continuing skills training as
| follows:

| 1. BLS Providers - A minimum of eight hours of
| continuing skills training in a three month period.

| 2. ALS Providers - A minimum of eight hours of
| continuing skills training per month.

| (f) Protocol Review - This protocol and
| Acknowledgment Form is provided by HCPU to each newly
| credentialed EMS provider upon appointment. Following receipt of
| initial or updated protocols from HCPU, return the signed
| Acknowledgment of EMS protocol review form to HCPU, Room 6344
| FBIHQ. This form indicates review and understanding of the
| Bureauwide EMS Protocol. FBI EMS providers with expired

| certification should contact the appropriate jurisdiction for
| information on renewal of their EMT and BCLS/ACLS credentials.
| Renewal of credentials in the FBI EMS will follow upon receipt of
| renewal confirmation.|

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| |24-11 MEDICAL RECORDS - PERSONNEL FILES (Formerly MAOP, Part 1, 20-4.1 (2))

| (1) Information contained in medical records is
| protected by the Privacy Act of 1974, Title 5, United States
| Code, Section 552a. The Privacy Act precludes disclosure or
| dissemination of protected information to secondary parties
| without the written permission of the subject or pursuant to the
| enumerated exceptions in subsection (b) of the Act. Any employee
| who willfully discloses medical material in any manner to any
| person or agency not entitled to receive it is guilty of a
| misdemeanor and could be fined.

| (a) A separate medical file is to be created as
| a subfile to the employee's personnel file and designated Sub M.
| To illustrate, if the employee's existing file is numbered 67-AL-
| 12345, the corresponding Employee Medical File System (EMFS)
| subfile will be numbered 67-AL-12345 Sub M.

| (b) Documents that should be filed in the EMFS
| subfile are:

| 1. Physical examination reports and records

| 2. FD-856 - Request for Reasonable
| Accommodation (and all attachments)

| 3. Correspondence relating to Medical Profile
| System, medical mandates (restrictions) - when an illness is described

| 4. FD-277 - Return to Duty Matters - when illness
| is mentioned

| 5. Physical condition matters - when illness
| is mentioned

| 6. Compensation forms describing accident/
| illness

| 7. Communications relating to physical
| examination matters and overweight matters

| 8. Doctor's certificates when an illness is
| described

| 9. Communications relating to psychiatric

| status/care

| (c) Documents that should NOT be filed in the
| EMFS subfile and should remain in the personnel file are:

| 1. Maternity leave matters

| 2. FD-277 - Return to Duty Matters - when
| illness is NOT mentioned

| 3. Physical condition matters -
| correspondence relative to leave during extended
| illness/hospitalization - when the illness is NOT described

| 4. Compensation forms NOT describing
| accident/illness

| 5. Doctor's certificates when an illness is
| NOT described

| (d) The main file and the corresponding EMFS
| subfile are to be cross-referenced to each other in the "See
| also Nos" space provided on the file cover, Form FD-245d. The
| EMFS subfile will accompany the main personnel file to an
| employee's new office upon transfer. When an employee retires,
| resigns, etc., both files will be forwarded to FBIHQ in
| accordance with guidelines in Section 20-4.1 (4).

| (e) In field offices the EMFS subfile must be
| kept under lock and key under the SAC's supervision in such a
| manner that no employee will have access to his/her own file.
| The SAC may designate an employee to have oversight of the
| medical files. In field offices with a permanent Health Service,
| this duty shall be assigned to the Occupational Health Nurse.
| It is imperative that all employees with access to medical files
| understand the legal ramifications of this responsibility.

| 1. It will be incumbent upon the field office
| Occupational Health Nurse, or designated personnel, to not only
| designate the items for inclusion in the EMFS but also provide
| the authorization for the folder's release to appropriate users,
| noting the sensitive medical and psychological material that is
| occasionally contained therein. The field office should maintain
| a list of individuals authorized to receive medical files.

| 2. All medical information coming to the
| attention of the SAC should be directed to FBIHQ, Chief Medical
| Officer, via the Health Care Programs Unit. In the event that
| questions arise regarding the propriety of the release of
| medical information, the FBIHQ, Occupational Health Nurse
| Manager, should be consulted for guidance.|

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********** END OF REPORT **********