

SENSITIVE

Manl-ID: MAOPPI MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1

First Offense - Oral reprimand to removal

Second Offense - Oral reprimand to removal

Third Offense - Oral reprimand to removal

14. Fitness for duty (overweight)

Applies to: Agent Personnel

First Offense - Oral reprimand

Second Offense - Oral reprimand to 5-day suspension

Third Offense - Oral reprimand to 15-day suspension

15. Smoking regulations (See MAOP, Part 2, 2-1.6.)

Applies to: All personnel

First Offense - Oral reprimand to censure

Second Offense - Oral reprimand to 5-day suspension

Third Offense - Oral reprimand to 14-day suspension

16. Security violations for:

Applies to: All personnel

a. Loss of classified/sensitive information

First Offense - Censure to removal

Second Offense - Suspension to removal

Third Offense - Suspension to removal

b. Mishandling classified/sensitive information by: improper removal, storage (to include unlocked/unsecure safes, vaults, or cabinets), disposal, transporting, reproduction, transmittal, or access

Applies to: All personnel

First Offense - Oral reprimand to removal

Second Offense - Censure to removal

Third Offense - Suspension to removal

c. Computers

Applies to: All personnel

Medium Risk

1. Failure to properly label ADP storage media

2. Unauthorized Software

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3. Unlicensed Software

4. Nonofficial use of FBI computers

5. Introduction of malicious code

First Offense - Oral reprimand to removal

Second Offense - Censure to removal

Third Offense - Suspension to removal

High Risk

1. Misuse of accessor IDs and passwords

2. Improper maintenance

3. Improper equipment and media disposal

4. Failure to maintain proper control of FBI microcomputers and ADP storage media

5. Unauthorized telecommunications

6. Unauthorized access to FBI computers or networks or exceeding authorized codes

First Offense - Censure to removal

Second Offense - Suspension to removal

Third Offense - Suspension to removal

d. Routing of "Top Secret" or SCI information by telelift system, mail-mobile, pneumatic tube, U.S. Postal Service, or other commercial mail service

Applies to: All personnel

First Offense - Oral reprimand to removal

Second Offense - Oral reprimand to removal

Third Offense - Censure to removal

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13-13.1 Moved to 13-14.1

13-13.2 Moved to 13-14.2

13-13.3 Moved to 13-14.3

13-13.4 Moved to 13-14.4

13-13.5 Moved to 13-14.5

13-14 DISCIPLINARY PROBATION (FORMERLY 13-13) (See MAOP, Part I, 1-30.3, 8-1.12.2.)

Disciplinary probation is a corrective and/or punitive procedure (which may be imposed with censure and/or suspension when so dictated by the factual situation) to closely monitor an employee's performance with intent to provide counsel and correction during a specified period of time. During the disciplinary probation period, a denial of certain employee benefits may be imposed.

13-14.1 Purpose of Disciplinary Probation (Formerly 13-13.1)

To provide the employee with notice that the particular area of inefficiency, delinquency, or poor judgment, etc., will be afforded close scrutiny for a specified period of time. During the period of disciplinary probation, the employee is expected to make a concerted effort to improve in the deficient area.

13-14.2 Length of Disciplinary Probation (Formerly 13-13.2.)

The length of the disciplinary probation period is flexible and will be determined by the Director or Director's delegated representative. In most cases the original disciplinary probation period will be 90 days for Special Agents and 60 days for support employees.

13-14.3 Effects of Disciplinary Probation on Employee (Formerly 13-13.3)

During the period of disciplinary probation an employee:

- (1) Will not be promoted from one GS or Wage Board level to another;
- (2) Will not be considered for advancement within the Executive Development and Selection Program of the Bureau;
- (3) Will not be considered for a Personnel Resource List Transfer;
- (4) May have a promotion delayed for a period of time not to exceed the period of disciplinary probation if the action occurred during the preceding 12 months and has not been offset by a strong favorable recommendation for promotion from the employee's superior. The final determination will be made by the Personnel Officer at FBIHQ.

13-14.4 Application of Disciplinary Probation (Formerly 13-13.4.)

An employee will be placed on disciplinary probation only when the cause for administrative action is work performance related or work-related.

- (1) Work performance considers the technical competence aspect of an employee.
- (2) Work-related action involves judgment, common sense, and the impact the cause has on the public's perception of the FBI.

13-14.5 Removal from Disciplinary Probation (Formerly 13-13.5)

(1) At the expiration of a disciplinary probation period, the Administrative Summary Unit, Personnel Division, will activate a computer entry into the Bureau's Personnel Management System to remove the employee from probation. No paperwork will be involved on the part of the SAC/AD or FBIHQ for this process to occur. However, should the SAC/AD choose to recommend that an employee remain in a probationary status due to continued deficiency in the area for which the employee was disciplined, the Administrative Summary Unit should be telephonically advised just prior to the end of the period, followed by an appropriate communication detailing the basis for same. It is important that a tickler be set in the respective divisions so this matter can be followed closely.

(2) As a guideline in recommending that an employee in a probationary status be continued in this status, the employee must continue to be deficient in the area for which they had been initially disciplined. If the employee is deficient in another area, this would not be sufficient justification to continue the initial probationary status. If additional problems are identified, the SAC/AD should seriously consider recommending an additional disciplinary action to address the other deficient areas, whether it be performance or conduct related.

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SECTION 14. APPEALS AND GRIEVANCES

**EffDte: 02/28/1978 MCRT#: 0 Div: OPD3 Cav: SecCls:

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14-1 INTRODUCTION

(1) The FBI has always attempted to anticipate and avoid possible sources of employee discontent or grievances by following fair and objective policies, uniformly applied to all. To detect and solve grievances which might arise, the FBI depends upon the alertness of its supervisors and officials.

(2) The FBI is confident that its indoctrination and training programs ensure that each employee is fully aware that any grievance should be brought to the attention of their supervisor so that the matter may be discussed, explained and resolved. All employees should be aware that their division head or Special Agent in Charge is always available for further discussion with them of any problem which cannot be handled satisfactorily on the supervisory level; and that any problem which cannot be resolved satisfactorily on any lower level may be brought to the Director's attention in writing, or may be presented orally to an appropriate Bureau official.

(3) Other means by which employees may present their problems include the suggestion program or contact with the inspectors who periodically inspect each division or field office. In addition, certain formal procedures exist as set out in the subsections below.

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14-2 CONTESTING PERFORMANCE APPRAISALS

(See Part I, Section 5 of this manual.)

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14-3 POSITION CLASSIFICATION

Position classification decisions may be appealed in accordance with provisions of Title 5, Code of Federal Regulations, Chapter 1, Part 511. Supervisors should be alert for situations in which it appears an employee may be considering an appeal. Experience has shown that if a supervisor carefully explains to an

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employee the basis for a given classification action misunderstandings are averted. If difficulty persists in a given case, it may be feasible to take administrative steps, such as readjustment of work assignments, to eliminate it. FBIHQ should be notified of problems which resist settlement. If need arises, FBIHQ will furnish, upon request, the necessary instructions for filing classification appeals.

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14-4 APPEAL RIGHTS

**EffDte: 02/28/1991 MCRT#: 0 Div: D3OP Cav: SecCls:

| 14-4.1 | Appeal Rights of Preference Eligible Employees Regarding Adverse Actions

| Pursuant to Title 5, United States Code (USC), Section
| 7511, "preference eligible" employees (e.g., certain veterans) who
| have completed one year of current continuous service in the same or
| similar positions with an agency may have certain procedural rights
| when an adverse action is proposed or taken against them. For the
| purposes of this manual, an "adverse action" involves removal,
| suspension for more than 14 days, reductions in grade or pay, or a
| furlough of 30 days or less. (See MAOP, Part I, 13-10, 13-13(3) &
| 14-4.2.)|

**EffDte: 12/01/1994 MCRT#: 353 Div: D3OP Cav: SecCls:

14-4.2 Appeal Rights in General (See MAOP, Part 1, 8-1.11 and 13-13.)

(1) This subsection provides a general overview of the appeal rights of an employee when there is an administrative action of a disciplinary nature. For a discussion of the additional rights of a preference eligible employee when there is an adverse action, see MAOP, Part 1, 13-10 and 14-4.1. For the purposes of this manual, an adverse action is removal, suspension for more than 14 days, reduction in grade or pay, or a furlough of 30 days or less. For a discussion of an employee's rights when there is a proposal for the employee to be reduced in grade or removed for unacceptable performance, see MAOP, Part 1, 5-4.7 and 5-4.7.1.

(2) Recommendations for adverse actions are made by a field office, headquarters division or the inspection staff and forwarded to the Office of Professional Responsibility (OPR). The matter is reviewed in the Administrative Services Division or OPR and a decision recommended. If, following review of the matter by the

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Assistant Director of the OPR, it is determined that administrative action is warranted, the action is taken and the employee notified. The action taken (or determination made) by the Assistant Director of the OPR is subject to review by the Deputy Director. If the proposed disciplinary action is against a member of the FBI's Senior Executive Service (SES), below the rank of Assistant Director, or an ASAC, the Deputy Director would determine whether an administrative action is warranted. The action taken by the Deputy Director is subject to review by the Director. If the proposed disciplinary action is against an Assistant Director or the Deputy Director, the Director would determine whether an administrative action is warranted. The actions taken by the Director with regard to an Assistant Director or Deputy Director are subject to review by the Deputy Attorney General.

(3) If the employee has not completed his/her probationary period of employment which began when the employee entered on duty, he/she will be notified that he/she has no right to appeal the action within the FBI (see MAOP, Part 1, 21-8). If the employee has completed the probationary period, the employee will be notified that he/she may appeal the action to the next level of authority for appeals. Should an employee who has completed his/her probationary period be concerned about other administrative actions taken against him/her short of adverse action, with the exception of oral reprimands and letters of censure, the employee may express this concern, through channels, to his/her SAC, Assistant Director, office head, or the Personnel Officer. In a case where disciplinary action was taken by an SAC, Assistant Director, office head, or the Personnel Officer, the appeal will be handled by the Assistant Director, | Administrative Services|Division. When disciplinary action is taken against SES members or ASACs, the Deputy Director is the action authority. The Director is the final appeal authority for disciplinary actions taken by the Deputy Director. Appeals must be received within 30 calendar days after the effective date of the disciplinary action. Thereafter, nonpreference eligible FBI employees in the excepted service do NOT have a right to appeal a disciplinary action to the Merit Systems Protection Board (MSPB). A "preference eligible" employee who has completed one year of current continuous service in the same or similar positions in an agency, in addition to being able to appeal a disciplinary action as indicated above, may also appeal an "adverse action" (e.g., removal, suspension for more than 14 days, reduction in grade or pay) to the MSPB. As a general matter, appeals to the MSPB by preference eligible employees are to be filed within 30 days after the effective date of the adverse action. (See SAC Memorandum 11-90 dated April 20, 1990, and MAOP, Part 1, 13-2(4) and 13-10, regarding the handling of offenses by SACs and Assistant Directors.)

(4) With the exception of the reference to the appeals rights of preference eligible employees in regard to the MSPB, the rights discussed in this section are not required by statute or regulation and should not be construed to indicate or imply that nonpreference eligible employees in the excepted service have a property interest in their employment such as in the form of an expectation of continued employment with the FBI. (See MAOP, Part I, 13-1(5) & 21-1.)

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**EffDte: 05/01/2002 MCRT#: 1191 Div: OPD3 Cav: SecCls:

14-5 CIVIL SERVICE REFORM ACT (PUBLIC LAW 95-454)

**EffDte: 04/27/1990 MCRT#: 0 Div: D3 Cav: SecCls:

14-5.1 Public Law 95-454

Public Law 95-454 provides the authority to grant grade retention for a period of 2 years and the authority for granting indefinite pay retention when an employee is demoted through no fault of his/her own. This is provided the demotion is not due to personal cause based upon conduct, character or inefficiency or at the employee's own request or consent.

**EffDte: 04/27/1990 MCRT#: 0 Div: D3 Cav: SecCls:

14-5.2 Requirement for Grade Retention

When an employee is demoted to a position which is lower graded than the position held immediately prior to demotion, as a result of a reduction-in-force or as a result of a reclassification process, he/she may qualify for grade retention. To qualify, the employee must have had served 52 consecutive weeks in the same agency in a grade or grades higher than the one to which demoted, and the position which is being reduced has to have been classified at the higher grade for a continuous period of at least one year immediately before the reduction.

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14-5.3 Requirement for Pay Retention

Pay retention shall apply to an employee whose rate of basic pay would otherwise be reduced as the result of the following: the expiration of a two-year period of grade retention; a reduction-in-force when the employee does not meet the eligibility requirements of grade retention; the reduction or elimination of scheduled rates; placement of an employee into a nonspecial rate position or into a lower special rate position from a special rate position; placement of an employee in a position in a lower wage area or in a position in a different pay schedule; or the placement of employee in a formal employee development program (upward mobility).

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14-5.4 Appeals

The denial of grade or pay retention benefits can be appealed under some circumstances. See Title 5, Code of Federal Regulations, Chapter 1, Part 511, for appeal rights.

**EffDte: 03/28/1989 MCRT#: 0 Div: D3 Cav: SecCls:

14-5.5 Temporary Promotion or Reassignment

Employee's entitlement to grade or pay retention is not affected by a temporary promotion or temporary reassignment. However, an employee serving under a temporary promotion or temporary reassignment may not retain a grade or rate of basic pay held during the temporary promotion or temporary reassignment.

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14-5.6 Wage Board Employees

Similar salary retention provisions apply to Wage Board employees.

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| 14-6 WITHIN-GRADE INCREASE |(See MAOP, Part 1, 8-8.6)|

(1) An employee who is denied a within-grade increase because of failure to perform at an acceptable level of competency may request reconsideration of the Bureau's action by filing a written request within 15 calendar days after receiving the denial notification.

(2) If the employee files a request for reconsideration, FBIHQ will establish a reconsideration file containing all pertinent documents relating to the negative determination and the request for reconsideration. This file will be made available to the employee and/or his/her personal representative for review.

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(3) If the negative determination is sustained after reconsideration, the employee will be informed in writing of the reasons for the decision and that he/she has the right of appeal to the Merit Systems Protection Board (MSPB) within 30 days of receipt of the notification. An employee can only appeal to the MSPB if he/she requests internal reconsideration of the WIGI denial first.

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14-7 SUPPORT PROMOTION AND PLACEMENT

Refer to MAOP, Part I, Section 7-7.

**EffDte: 06/06/1995 MCRT#: 389 Div: D3 Cav: SecCls:

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

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SECTION 15. INJURIES AND DISABILITIES

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15-1 EMPLOYEE COMPENSATION MATTERS (FEDERAL EMPLOYEES' COMPENSATION ACT)

**EffDte: 04/14/1988 MCRT#: 0 Div: D3 Cav: SecCls:

15-1.1 Coverage

The Federal Employees' Compensation Act (FECA) (Title 5, USC, Section 8101 and following) provides compensation and medical care for all civil officers and employees of all branches of the Government of the United States (including instrumentalities of the United States wholly owned by the United States) for disability due to personal injuries sustained while in the performance of duty. The term "injury" includes, in addition to injury by accident, a disease proximately caused by the employment. The law also provides for the payment of funeral and burial expenses and compensation for the dependents if the injury or disease causes the employee's death. The FECA is also applicable to Federal employees while serving as Federal petit or grand jurors and while serving as members of the Reserve Officers' Training Corps and certain other groups, a listing of which is maintained by the Department of Labor. The FECA is administered by the Office of Worker Compensation Programs (OWCP), United States Department of Labor.

**EffDte: 04/14/1988 MCRT#: 0 Div: D3 Cav: SecCls:

15-1.1.1 Notice of Injury (See MAOP, Part 1, 15-1.4, 15-1.7.)

(1) An employee is required to give his/her official superior (supervisor) written notice of injury in the performance of duty. Compensation may be denied if notice of injury is not given or if the supervisor does not have actual knowledge of the injury. The applicable Form CA-1 or CA-2 is used. Section 10.110 of the Code of Federal Regulations requires the Agency to submit the CA-1 to OWCP not later than 10 days after receipt of the written notice from employee of an injury. Field offices must submit the CA-1 directly to the OWCP District Office which covers their geographical area. The only CA-1 forms which should be forwarded are those in which there has been time lost from work and/or medical treatment received by the injured employee. Field offices must forward a copy of the CA-1 to FBIHQ.

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All other employee compensation matters must be submitted to FBIHQ. FBIHQ forwards compensation cases and related material to OWCP which has the adjudication responsibility.

(2) The CA-1 forms should be submitted to the appropriate District Office listed below:

BOSTON	PHILADELPHIA	KANSAS CITY
Connecticut	Delaware	Iowa
Maine	Pennsylvania	Kansas
Massachusetts	West Virginia	Missouri
New Hampshire		Nebraska
Rhode Island	JACKSONVILLE	
Vermont	Alabama	DENVER
	Florida	Colorado
NEW YORK	Georgia	Montana
New Jersey	Kentucky	North Dakota
New York	Mississippi	South Dakota
Puerto Rico	North Carolina	Utah
Virgin Islands	South Carolina	Wyoming
	Tennessee	
		SEATTLE
DALLAS	CHICAGO	Alaska
Arkansas	Illinois	Idaho
Louisiana	Minnesota	Oregon
New Mexico	Wisconsin	Washington
Oklahoma		
Texas		
CLEVELAND	DISTRICT OF COLUMBIA	SAN FRANCISCO
Indiana	Maryland	Arizona
Michigan	Virginia	California
Ohio	District of Columbia	Hawaii (HONOLULU)
	All Legats	Nevada

(3) The U.S. Department of Labor (DOL) has ruled that any employee who is injured while performing a Physical Fitness Program (PFP) authorized exercise is eligible for Workers' Compensation benefits. Conditions of such coverage are that the exercise which gave rise to the injury must be approved by the agency and that the individual employee is enrolled in the agency's PFP. (See Part 1, Section 24-7, of this manual, for details regarding the Bureau's PFP.)

In this regard, DOL has issued the following instructions regarding injuries relating to the PFP:

(a) Injuries and occupational diseases arising from participation in an approved PFP are compensable under the Federal Employee's Compensation Act. (See MAOP, Part 1, 24-7, for details.)

(b) All Forms CA-1 which attribute an injury to a PFP activity should be accompanied by a statement from the employee's supervisor indicating that the employee was enrolled in the PFP, and that the injury was sustained while the employee was performing

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authorized exercises under the Program.

(c) When a Form CA-2 is filed claiming that an occupational disease is casually related to the PFP participation, the employee should state specifically what activities caused the condition. A statement should be provided by the supervisor showing what exercises were approved, in order to assure that the activities performed were authorized under the Program.

(d) All employees in a PFP must receive medical clearance to participate. (Be certified by a medical doctor during his/her annual, or in some cases, triennial medical examination.)

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15-1.1.2 Medical Care

An injured employee is entitled to first aid and medical care for the injury; this includes hospital care when needed. The medical care may be provided by any nearby duly qualified physician or hospital of the employee's choice. When travel is necessary to receive medical care, the injured employee may be furnished transportation and may be reimbursed for travel and incidental expenses.

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| 15-1.1.3 Traumatic Injuries|(See MAOP, Part 1, 15-1.8.)|

A traumatic injury is defined as a wound or other condition of the body caused by a specific event or incident or a series of events or incidents within a single workday or shift. The injury must be identifiable as to time and place of occurrence and member or function of the body affected and be caused by a specific event or incident or series of events or incidents within a single day or work shift. Traumatic injuries are distinguished from occupational disease or illnesses in that the latter are produced by systemic infections; continued or repeated stress or strain; exposure to toxins, poisons, fumes, etc.; or other continued and repeated exposure to conditions of the work environment over a longer period of time. Traumatic injuries also include damage or destruction to prosthetic devices or appliances, exclusive of eyeglasses and hearing aids unless the eyeglasses and hearing aids were damaged incidental to a personal injury requiring medical services.

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15-1.2 Continuation of Pay (COP)

An employee who sustains a disabling, job-related traumatic injury is entitled to continuation of regular pay for a period not to exceed 45 calendar days. However, in no event shall this be construed as requiring continuation of a person's employment beyond the date it would have terminated had the employee not been injured. The Bureau will continue the injured employee's pay unless the claim falls in one of the controversial categories listed below. This pay is subject to income tax, retirement, and other deductions. It should be noted that any other benefit (including medical care) is considered to be compensation. An employee's pay during continuation of pay will include premium, night or shift differential, Sunday and holiday pay, or other extra pay; however, overtime pay must not be included. Employees have 45 days in which to begin using the 45-day COP. Additionally, if employees use only a portion of the 45-day COP, they are allowed to use the remaining days within 45 days from the date they first returned to work following the date of injury.

(1) In counting COP, use calendar days and not workdays. This includes holidays, weekends and days off.

(2) A day or portion of a day, spent in a light-duty or limited-duty status, within the 45 days of disability, is counted as one day of COP. This also includes the days the employee's job was modified to accommodate work restrictions set by the attending physician. However, COP is only chargeable when there has been a formal assignment to an established job which is normally paid at a lower salary and would otherwise result in loss of income to the employee. The employee must be furnished with documentation of the personnel action prior to the effective date of the action. If the employee performs work of a limited light-duty nature in the absence of documentation of a personnel action as described, COP will not be chargeable. Return to work on a light-duty reassignment or detail is to be reported to OWCP. OWCP must be provided with documentation that the employee was found unfit for his or her regular job.

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15-1.2.1 Controverting Claims

If an employee's claim falls into one or more of the categories listed below, it must be controverted and the employee's pay stopped. In all other cases it may be controverted; however, the employee's regular pay will not be interrupted during the 45-day period unless the controversion is sustained by the OWCP. FBIHQ or field office will controvert and terminate pay only if:

(1) The disability is a result of an occupational disease or illness; or

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(2) The injury occurred off the premises and the employee was not involved in official "off-premise" duties; or

(3) The injury was caused by the employee's willful misconduct; the employee intended to bring about the injury or death of himself/herself or another person; or the employee's intoxication was the proximate cause of the injury; or

(4) The injury was not reported on Form CA-1, within 30 days following the injury; or

(5) Work stoppage first occurred 45 days or more following the injury; or

(6) The employee initially reports the injury after his/her employment has terminated; or

(7) When the employee, having been requested to submit a doctor's certificate substantiating incapacitation for duty, fails or refuses to do so.

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15-1.2.2 Procedure for Controverting

(1) COP is controverted by:

(a) Completing the indicated portion on Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, and submitting the form to OWCP within 10 days of the injured employee's signature date on the form.

(b) Submitting detailed information and a statement to support controversion of COP.

(2) Where pay is continued after the employee stops work due to a disabling injury, it is not interrupted until information is received to the effect that the employee is no longer disabled; or notification from the OWCP that pay should be terminated; or the expiration of 45 days (the period of COP). If it appears that the employee will not return to work by the end of COP, the following procedures are to be followed:

(a) After 30 days of COP: Begin preparations to submit a wage loss claim to OWCP. Office supervisory personnel should give Form CA-7, Claim for Compensation on Account of Traumatic Injury, to the injured employee with instructions to complete Part A and return the form within one week. The employee should be advised that OWCP consideration of the claim will depend on timely submission of the Form CA-7 by the employee and the timely submission by the doctor of medical evidence of disability for work for a specific period (CA-16 or CA-20).

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(b) After 40 days of COP: If the Form CA-7 has not been returned, the office should contact the employee telephonically and request immediate submission of the form. If the employee has not returned to work by the 40th day of COP, the office should submit the completed Form CA-7, and any new medical evidence it has, to OWCP. If the employee returns to work after the Form CA-7 had been submitted, the office should notify OWCP BY TELEPHONE IMMEDIATELY to verify return to work. Telephone notification is critical to avoid overpayment.

(c) Ten (10) days before the period covered by Form CA-7 expires: If disability is expected to continue beyond the period claimed on the Form CA-7, the office should give the injured employee another Form CA-7, Claim for Compensation on Account of Disability, with instructions to complete and return it to the office. The office should send it to OWCP at least 5 days before the end of the period covered by the initial Form CA-7 expires. Where disability is expected to continue, and until advised by OWCP that the employee has been placed on its regular roll, the office should continue to obtain and submit Forms CA-7 at least 5 days before the end of the period claimed on the preceding Form CA-7.

(3) Compensation based on loss of wages is payable after the 45th day in traumatic injuries or from the beginning of pay loss in all other types of injuries.

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15-1.3 Injuries Resulting in Total Disability

When an injured employee who has no dependents loses pay due to total disability resulting from an injury, compensation is payable at the rate of $66 \frac{2}{3}$ percent of the pay rate established for compensation purposes. The compensation rate is increased to 75 percent when there are one or more dependents. Dependents include a wife or husband; an unmarried child under 18 years of age or if over 18, incapable of self-support, or a student (until reaching 23 years of age or completing four years of school beyond the high school level); or a wholly dependent parent. Compensation begins when the employee starts to lose pay if the injury causes permanent disability or if there is pay loss for more than 14 days; otherwise compensation begins on the fourth day after pay stops. Compensation may not be paid while an injured employee receives pay for leave. The employee has the right to elect whether to receive pay for leave or to receive compensation.

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15-1.4 Responsibility for Reporting Traumatic Injury (See MAOP, Part 1, 15-1.1.1, 15-1.7 (2).)

When an employee sustains a traumatic injury in the performance of duty, the employee or someone acting on his/her behalf must give a written report on Form CA-1 to the supervisor within two workdays following the injury. The supervisor must ensure its prompt submission (no later than 10 workdays following written notice of injury from employee) to the OWCP District Office with one copy forwarded to FBIHQ. It must be shown on the form whether the employee wishes sick or annual leave or requests continuation of regular pay for the period of disability.

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15-1.5 Duty Status Reports

(1) A "Duty Status Report," Form CA-17, will be used to obtain interim medical reports concerning the employee's duty status. If during the 45-day period the treating physician indicates the employee is able to return to work but he/she refuses to do so, the continued absence from work will result in an overpayment. If the treating physician indicates the employee is able to return to work with restrictions, Form CA-17, showing the ability to work, plus an explicit statement of the light-duty job offered to the employee, along with its physical requirement and documentary evidence of the offer, are to be submitted to the appropriate OWCP district office, as evidence that entitlement to COP may be terminated. The period of absence from the job which resulted in the overpayment will be determined by the OWCP. The supervisor may then require the employee to resolve any overpayment.

(2) Similarly, if an employee returns to light duty, documentation must be submitted in writing to the appropriate OWCP office, that the employee was found unfit for regular duty by the attending physician, and that the employee was placed in a light-duty job, or that the employee's regular job was modified as a result of the injury.

(3) If medical evidence shows disability is expected to continue beyond 45 days and compensation is desired after expiration of the period, Form CA-7 must be completed and filed with the appropriate OWCP district office not more than 14 workdays after the termination of the 45 days of COP. Additional Forms CA-7 should be submitted every two weeks until the employee returns to duty or is placed on automatic rolls with OWCP.

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15-1.6 Responsibility for Reporting Nontraumatic Injury |(See MAOP, Part 1, 15-1.4.)|

An injured employee, or someone acting on the employee's behalf, is required to give notice of injury and file claim for compensation for disability within 30 days after an injury in the performance of duty or in unusual cases a longer period is permissible. Form CA-2 is provided for this purpose. If the injured employee dies, dependents are required to file claim for compensation for death within the specified time, with the exception that the timely filing of a disability claim because of an on-the-job injury will satisfy the time requirements for a death claim based on the same injury. Notices and claims are to be filed with the employee's supervisor who will submit the notice and claim to the designated workers' compensation representative (with a copy forwarded to FBIHQ) for transmittal to OWCP. The person claiming benefits must thereafter submit any other reports and proof that OWCP may require.

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15-1.7 Responsibility of Supervisor (Traumatic Injury Cases)

(1) Upon receiving notice that an employee has sustained a job-related traumatic injury the division head, SAC, or appropriate supervisor will promptly authorize medical care. Form CA-16 must be issued by Bureau official within 4 hours of employee's request, or in case of emergency, at the time the need for medical treatment is recognized by the official supervisor. Provide the employee with Form CA-1 for reporting the injury and upon receipt of the completed form return to the employee the "Receipt of Notice of Injury."

(2) Advise the employee of the right to elect continuation of regular pay or use annual or sick leave, if the injury is disabling. Inform the employee whether continuation of pay will be controverted, and if so, whether it will be terminated, and the basis for such action. If the supervisor controverts the claim (whether or not pay is terminated), explanation for the controversion must be submitted on the supervisor's portion of Form CA-1 and/or by separate narrative report for consideration by the Bureau and OWCP. Form CA-1, fully completed by both employee and supervisor, together with all other pertinent information and documents, must be submitted within two workdays following the supervisor's receipt of the form from employee (and within 10 days following written notice of the employee's injury) to OWCP District Office in the appropriate geographical area (see 15-1.1.1).

(3) Form CA-16 may be released to an Army, Navy, Air Force or Department of Veterans Affairs medical officer or facility, or to a duly qualified private physician.

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| 15-1.7.1 Selecting Medical Facility or Physician |(See MAOP, Part 1, 15-1.1.2.)|

(1) The injured employee has the option to initially select a duly qualified private physician or hospital in the area. Generally speaking, the area is defined as within 25 miles of the employing establishment or the employee's home. The supervisor shall give the injured employee an opportunity to select the physician. The physician selected by the employee should be contacted by telephone to determine if the physician is available and will accept the employee for treatment. If not, the employee must select another qualified physician. Should the employee wish to change physicians after the initial choice, the OWCP must be contacted for approval.

(2) Medical providers (physicians) who have been convicted under a criminal statute for fraudulent activities in connection with a federal or state program for which payments are made to providers for medical services are automatically excluded from participation in the FECA program. This means that their bills for services rendered to the employee will not be honored by OWCP. OWCP will periodically distribute the names and addresses of excluded providers, along with those who have been reinstated, to federal agencies. An excluded physician may be reimbursed only for services rendered in a medical emergency. An employee whose initially chosen attending physician is excluded will be given the opportunity to choose a new physician.

(3) Authorization of medical care is valid for 60 days, unless withdrawn sooner by OWCP, by written notification to the | provider|and injured employee.|

(4) OWCP will make no payment or reimbursement if a bill is submitted more than one year beyond the calendar year in which the expense was incurred or the case was first accepted, whichever is later.

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15-1.7.2 Physician Defined

The term physician includes surgeons, osteopathic practitioners, podiatrists, dentists, clinical psychologists, optometrists, and chiropractors within the scope of their practice as defined by state law. The term physician includes chiropractors only to the extent that their reimbursable services are limited to treatment consisting of manual manipulation of the spine to correct an abnormal subluxation as demonstrated by X-ray to exist, and subject to regulation by the Secretary of Labor. Naturopaths, faith healers, and

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other practitioners of the healing arts are not recognized as physicians within the meaning of the law.

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15-1.8 Occupational Disease Cases

Upon receiving notice that an employee has sustained an occupational disease, the supervisor should provide the employee with |Form|CA-2 for reporting the occupational|disease. Upon|receipt of |the completed|form, the supervisor will|return to the employee the "Receipt of Notice of Injury." Continuation of pay is not applicable in these cases. Advise the employee to furnish supporting medical and factual information requested on the Instruction Sheet, attached to the CA-2. If possible, this information should accompany the form when it is submitted to FBIHQ. Submission of the form should not be delayed. Advise the employee of the right to elect sick or annual leave, pending adjudication of the claim by the OWCP.

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15-1.9 Permanent Total Disability

When an injury causes total disability, the employee is entitled to compensation until death unless the employee is medically |or vocationally rehabilitated. Compensation for total disability equals 66 2/3 percent of the employee's pay, and 75 percent when there is a dependent. The employee may receive additional compensation, not |to exceed|\$1500|per month, when the services of an attendant are |medically established and documented. These services are to be |provided by a home health aide, licensed practical nurse or similarly |trained individual.|

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15-1.9.1 Partial Disability; Loss of Wage-Earning Capacity

An injured employee|who returns to work at a lesser paying |position|may receive compensation computed on loss of wage-earning |capacity when unable to return|to his/her position at the date of |his/her injury|because of partial disability as a result of the injury. The compensation will be paid so long as there is a loss of wage-earning capacity.

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15-1.9.2 Scheduled Awards

Compensation is provided for specified periods of time for the permanent loss, or loss of use, of each of certain members, organs, and functions of the body. Compensation for proportionate periods of time is payable for partial loss, or loss of use, of each member, organ or function. The compensation for scheduled awards will equal 66 2/3 percent of the employee's pay, and 75 percent of the pay when there is a dependent. Proper and equitable compensation, not to exceed \$3,500, may be paid for serious disfigurement of the face, head or neck. Compensation for loss of wage-earning capacity may be paid after the schedule expires.

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| 15-1.10 Death |(See Legal Attache Manual, Section 4.)|

Burial Expense - A sum, not to exceed \$800, may be paid for funeral and burial expenses. When an employee dies outside of the United States or away from home or official duty station an additional sum may be paid for transporting the remains to the employee's home. An additional sum of \$200 is paid to the personal representative of the decedent for reimbursement of the costs of termination of the decedent's status as an employee of the United States.

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15-1.10.1 Dependent Compensation

When there are no children entitled to compensation, the employee's widow or widower may receive compensation equal to 50 percent of the employee's pay until death or remarriage. Upon remarriage, a widow or widower will be paid a lump sum equal to 24 times the monthly compensation being paid on his or her own behalf, except that if such remarriage occurs on or after the age of 55, the lump sum payment will not be made and compensation will continue until the beneficiary's death. When there is a child entitled to compensation, the compensation for the widow or widower will equal 45 percent of the employee's pay plus 15 percent for each child, but not more than 75 percent of the employee's pay. A child is entitled to compensation until he or she dies, marries, or reaches 18 years of age, or, if over 18 and incapable of self-support, becomes capable of

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self-support. If an unmarried child is a student when reaching 18 years of age, compensation may be continued for as long as the child remains a student or until he or she marries. It may not, however, be continued beyond the end of the semester or enrollment period after the child reaches 23 years of age or has completed four years of school beyond the high school level.

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15-1.10.2 Minimum and Maximum Compensation

| Maximum compensation for disability may not exceed 75 percent of the monthly pay of the highest step of grade 15 of the General Schedule. Basic monthly pay does not include locality adjustments. This maximum compensation limit does not apply to disability sustained in the performance of duty which was due to an assault that occurred during an attempted assassination of a federal official. For total disability, minimum compensation may not be less than 75 percent of the monthly pay of the first step of grade 2 of the General Schedule or actual pay, whichever is less. Minimum compensation for death is computed on a minimum pay equal to the basic monthly pay of an employee at the first step of grade 2 of the General Schedule. The total maximum compensation may not exceed the employee's pay or 75 percent of the monthly pay of the highest step of grade 15 of the General Schedule, except that compensation in death cases is allowed to exceed the employee's monthly pay if such excess is created by authorized cost of living increases.

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15-1.11 Vocational Rehabilitation

| Vocational rehabilitation, job counseling, and placement assistance may be provided to an injured employee who is unable to return to usual employment because of permanent disability due to the injury. Additional compensation not to exceed \$200 per month may be paid if it is considered necessary for maintenance when the employee is pursuing an approved training course. Also, an employee will be paid at the rate for total disability while pursuing an OWCP-approved training course.

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15-1.12 Medical Information Needed for Reinstatement (See MIOG, Part 1, 67-3.9.)

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| (1) The Bureau may monitor the employee's medical progress
| and duty status by obtaining periodic medical reports:

| (a) The form CA-17 is usually adequate for this
| purpose.

| (b) To aid in returning an injured employee to
| suitable employment, the employer may also contact the employee's
| physician in writing to obtain work limitations and consideration of
| possible light duty assignments.

| (c) The employer may also contact the injured
| employee at reasonable intervals to request periodic medical
| reports.

| (2) The Bureau does not have the authority to order an
| employee or former employee receiving compensation benefits to submit
| to a medical examination related to the accepted compensable injury
| for the purposes of re-employment, but the Bureau may offer a medical
| examination by a Bureau designated physician. The Bureau is obligated
| to pay for the cost of this examination.

| (3) Where the attending physician or the OWCP notifies
| the Bureau that the employee is partially disabled (that is, the
| employee can perform some work but is not able to return to the
| position held on the date of injury), the employer should act as
| follows:

| (a) If the employee can perform a specific
| alternative position that is available at the Bureau, written notice
| must be provided to the partially disabled employee. The notice must
| include all items noted in (3)(d) below.

| (b) If the employee can perform restricted or
| limited duties only, which are not a part of an existing specific
| position, the Bureau should determine whether an existing job can be
| modified to accommodate the medical restrictions of the injured
| employee. If so, the Bureau must advise the employee in writing of
| the modified position. Such notification must include all items noted
| in (3)(d) below.

| (c) The employer may make any job offer verbally,
| but is required to provide the same offer in writing to the employee
| within two business days of the verbal offer.

| (d) The written job offer must include a description
| of the duties of the position, the physical requirements of those
| duties, the date that the position is available and the salary rate of
| the position. This notice must also include a date by which the
| employee is required to either return to work or notify the Bureau of
| his/her decision to accept or refuse the job offer. The Bureau must
| send a complete copy of any job offer to the OWCP when it is sent to
| the employee.

| OWCP has the final authority in determining whether any job offer that
| is within the employee's medical limitations, is suitable.

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15-1.13 Buy-back of Leave

(1) When disabled from work, an employee may decide to take sick or annual leave, or both, rather than compensation to avoid possible interruption of income. If the employee elects to take leave and the claim for compensation is subsequently approved, the employee may arrange with the employing agency to buy back the leave used and have it reinstated to the employee's account. The compensation to which he or she is entitled would pay a part of the buy-back cost and the employee is required to pay the balance. The amount the employee will be required to pay will depend on several factors such as the length of the period of disability and the amount of Federal income tax which is withheld from leave pay.

(2) An employee who uses leave and decides to buy it back, may file a claim on Form CA-7 while still in leave status. In the interim, the OWCP will consider and resolve any points at issue. No compensation payments may be paid, however, while the employee is still in leave status. Arrangements to buy back leave must be made with the Bureau.

(3) Under regulations of the Office of Workers' Compensation Programs, Department of Labor, an agency may establish the period in which a request for buy-back of leave will be accepted. Effective June 1, 1979, FBIHQ will not accept buy-back requests for periods which are in excess of three years retroactive. The time period during which a request will be accepted will commence on the last day of leave utilized in connection with the injury.

(4) If an employee buys back regular annual leave which is recredited to a prior leave year, and the recredit causes a leave balance at the end of that leave year to be in excess of the maximum accumulation (240 hours), the excess leave will immediately be forfeited as of the beginning of the leave year following the year to which it is recredited. In situations in which it appears that the Bureau did not inform the employee of the consequences of buying back leave which would be forfeited, the employee can be retroactively returned to an annual leave status to an extent necessary to avoid forfeiture of the repurchased leave. This procedure would also require a refund of compensation payments to OWCP for the period of annual leave.

(5) If repurchase of sick or annual leave is in the same tax year in which the leave was used, the amount is excluded from taxable income for that year.

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15-1.14 Third Party Liability

| (1) If an injury or death for which benefits are payable
| under the FECA is caused, wholly or partially, by someone other than a
| federal employee acting within the scope of his or her employment, the
| injured employee can be required to take action against that third
| party.

| (2) The OWCP has the right to reimbursement for expenses
| incurred in a claim from any damages recovered in a case involving
| third party liability. The recovery of these funds ultimately reduces
| the "charge-back" amount that the Bureau is required to pay to the
| OWCP. At the minimum, in the presence of third party liability, the
| injured employee is required to seek damages for the injury or death
| from the third party, either through an attorney or on his/her own
| behalf. He or she must:

| (a) Either initiate a lawsuit within the appropriate
| statute of limitations period or obtain a written release of this
| obligation from OWCP or Solicitor or Labor (SOL) unless a recovery
| is possible through a negotiated settlement prior to filing suit;

| (b) Refuse to settle or dismiss the case for any
| amount less than the amount necessary to repay OWCP's disbursements
| without receiving written permission from OWCP or SOL;

| (c) Provide periodic status updates and other
| relevant information in response to requests from OWCP or SOL;

| (d) Submit detailed information about the amount
| recovered and the costs of the suit on a "Statement of Recovery" form
| approved by OWCP; and

| (e) Pay any required refund to OWCP. |

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15-1.15 Basic Compensation Forms

FORM #	TITLE
CA-1	Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation
CA-2	Federal Employee's Notice of Occupational Disease and Claim for Compensation
CA-2a	Notice of Employee's Recurrence of Disability and Claim for Pay/Compensation
CA-5	Claim for Compensation by Widow, Widower,

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and/or Children

- CA-5b Claim for Compensation by Parents, Brothers, Sisters, Grandparents, or Grandchildren
- CA-6 Official Superior's Report of Employee's Death
- CA-7 Claim for Compensation on Account of Traumatic Injury or Occupational Disease
- CA-16 Request for Examination and/or Treatment
- CA-17 Duty Status Report
- CA-20 Attending Physicians Report
- CA-20a Attending Physicians Supplemental Report

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15-1.16 Penalties

| (1) Statutory provisions make it a crime to file a false
| or fraudulent claim or statement in connection with a claim under the
| FECA, or to wrongfully impede a FECA claim.

| (2) Any person who makes a false statement to obtain
| federal employees' compensation payments to which he or she is not
| entitled is subject to criminal prosecution by the Department of
| Justice.

| (3) In addition, administrative proceedings may be
| initiated under the Program Fraud Civil Remedies Act of 1986 to
| impose civil penalties and assessments against persons who make,
| submit or present or cause to be made, submitted or presented false,
| fictitious or fraudulent claims or written statements to OWCP under
| the FECA.

| (4) When a beneficiary of compensation either pleads
| guilty or is found guilty on either federal or state criminal charges
| of defrauding the United States government in connection with a claim
| for benefits, the entitlement to any further compensation benefits is
| terminated. This termination is permanent and not subject to any
| subsequent change in the employee's medical condition.

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| 15-2 FEDERAL EMPLOYEES HEALTH BENEFITS|(FEHB)|PROGRAM

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The Federal Employees Health Benefits (FEHB) Program, which became effective at the beginning of the first pay period after July 1, 1960, gives all eligible government employees an opportunity to enroll in an approved health benefits plan. The government contributes a portion of an employee's premium, and the remainder is paid by the employee through payroll deduction. The amount of the premium varies depending on the chosen plan and option (i.e., self only or self and family).

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15-2.1 Available FEHB Plans and Eligibility

(1) Eligible employees have the choice of enrolling in a fee for service plan or a comprehensive medical plan (often called a health maintenance organization (HMO) plan). Fee for service plans reimburse the employee or the health care provider (doctor, hospital, etc.) for services covered by the plan, and the employee may choose any provider at any time (although these plans usually provide preferred provider options (PPOs) as an incentive to reduce costs). Fee for service plans available to FBI employees include the governmentwide Service Benefit Plan sponsored by the national Blue Cross/Blue Shield organization, the plan sponsored by the Special Agents Mutual Benefit Association (SAMBA), and a variety of plans sponsored by unions and other employee organizations. HMOs, on the other hand, designate the physicians and organizations which will serve as health care providers to enrollees of those plans, and provide their services only within defined geographic areas. HMOs generally have no deductibles and lower copayments than fee for service plans, since payments to the provider are made on a regular basis instead of for specific covered services.

(2) A comparison chart of the major benefits and premiums of all FEHB plans and general information about the FEHB program are included in the U.S. Office of Personnel Management's (OPM's) Brochure RI 70-1, the Guide to FEHB Plans for Federal Civilian Employees. The complete description of benefits for each FEHB plan is described in the individual brochure for that plan. The RI 70-1, the plan brochures, and Standard Form 2809, the Health Benefits Registration Form, are available from FBIHQ's Employee Benefits Unit (EBU) and each division's insurance representative, as well as on OPM's Internet site. Regardless of which plan an employee may choose, he/she is not required to take a physical examination, and he/she (and any eligible family member) is covered without regard to any preexisting medical condition. (See MAOP, Part 1, 2-7.)

(3) Employees serving on permanent (i.e., career or career-conditional) appointments, term appointments, and temporary appointments in excess of one year's duration are eligible to enroll in the FEHB program within 60 days after entry on duty, as well as for the permissible changes cited in section 15-2.4 below. FEHB coverage is not available to contract employees and those temporary employees

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| whose appointments are limited to less than one year's duration.
| Eligible employees may enroll to cover only themselves or both
| themselves and their eligible family members. Family members eligible
| to be covered by an FEHB plan include an employee's current spouse and
| his/her unmarried dependent children under age 22, including
| stepchildren (if they live with the employee in a regular parent-child
| relationship), foster children, adopted children, and/or recognized
| natural children. An employee cannot register to enroll in the FEHB
| program if he/she is covered through the FEHB registration of another
| individual.|

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15-2.2 Effective Dates

| |Generally, FEHB enrollments and changes in enrollment
| become effective on the first day of the first pay period after the
| pay period in which an authorized FBI official receives the Standard
| Form 2809 requesting the enrollment or change. The Standard Form 2809
| may be received either by FBIHQ's EBU or by a field office insurance
| representative. The effective date of a cancellation made outside the
| annual FEHB Open Season is the end of the pay period in which the
| Standard Form 2809 is received by an authorized FBI official. The
| effective date of enrollments and changes made in conjunction with the
| annual FEHB Open Season is January 1 of the year following the year in
| which the Open Season is conducted. The effective date of an
| enrollment or change made in conjunction with the birth or acquisition
| of an eligible child is the first day of the pay period in which the
| child is born or otherwise acquired. Upon an employee's specific
| written request certifying that there are no longer any family members
| eligible to be covered in a self and family enrollment, the effective
| date of a change from self and family to self only made under such
| circumstances may be retroactive to the first day of the first pay
| period after the one in which there were no family members eligible
| for coverage.|

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15-2.3 SAMBA

| |SAMBA offers a fee for service FEHB plan to all FBI
| employees eligible for coverage in the FEHB program. However, an
| employee may enroll in the SAMBA plan only if he/she is otherwise
| eligible to enroll or change an FEHB enrollment due to an event cited
| in section 15-2.4 below. Coverage under the SAMBA Health Benefit Plan
| conveys full membership in SAMBA; employees not covered by the SAMBA
| Health Benefit Plan may enroll in other SAMBA plans (i.e., dental and
| vision, group term life insurance, accident, disability, etc.), but
| must pay an associate member's fee of \$1.00 per pay period. In

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| addition, SAMBA offers a Dependent Health Benefit Plan to employees
| under the regular SAMBA Health Benefit Plan whose children are
| unmarried, financially dependent, and between the ages of 22 and 27.
| This plan is outside the FEHB program and is not a part of the FEHB
| Temporary Continuation of Coverage (TCC) provisions described in
| section 15-2.13 below. Additional information pertaining to
| enrollment, premiums, and benefits of the SAMBA Health Benefit Plan
| are set forth in the FEHB plan brochure for the SAMBA plan, while
| additional information pertaining to other SAMBA plans are set forth
| in the separate SAMBA general brochure. |

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| 15-2.4 Permissible Changes |(See 15-2.1 and 15-2.3.)

| (1) |An eligible employee not currently enrolled in the
| FEHB program may enroll when the following events occur:

| (a) Entry on duty, or first eligibility for
| coverage,

| (b) The annual FEHB Open Season,

| (c) A change in family status (for example,
| marriage, birth or death of family member, adoption, legal separation,
| divorce, acquisition of child, or issuance of a court or
| administrative order requiring coverage for eligible children),

| (d) A change in employment status (for example,
| reemployment after a break in service of more than three days, return
| to pay status following a loss of coverage due to expiration of 365
| days of nonpay status, or termination of coverage during nonpay
| status, restoration to a civilian position after military service,
| change in type of appointment from temporary to a type eligible for
| FEHB participation, or a change to or from a part-time tour of duty),

| (e) Separation from federal employment when either
| the employee or the employee's spouse is pregnant,

| (f) A transfer to or from a post of duty outside the
| 50 United States,

| (g) A loss of coverage by either the employee or an
| eligible family member under either FEHB or another group insurance
| plan (for example, loss of coverage under another FEHB enrollment due
| to termination, cancellation, or change to self only of the covering
| enrollment, loss of coverage under another federal health insurance
| plan such as TRICARE, loss of membership in an employee organization
| plan when employee is no longer a member of the organization, loss of
| coverage under Medicaid or similar state-sponsored program, or a loss
| of coverage for any reason under a nonfederal health plan),

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(h) The employee's spouse's loss of coverage under a nonfederal health plan when the spouse follows an employee who moves out of the previous home area to accept another federal position, or

(i) A temporary employee completing one year of continuous service, thereby making him/her eligible for FEHB participation.

(2) In addition to the above, an employee who is already enrolled in an FEHB plan may change plans, or may change from self only to self and family under the same plan, when the following events occur:

(a) An employee, or eligible family member, loses coverage due to the discontinuance, in whole or in part, of his/her FEHB plan,

(b) An employee, or eligible family member, moves out of the geographic servicing area of the HMO covering them,

(c) An employee becomes eligible for Medicare (this change may only be made once in a lifetime),

(d) An enrolled temporary employee receives a salary insufficient to make withholdings for the FEHB plan in which he/she is enrolled, or

(e) An employee enrolled in a self only plan receives a court or administrative order requiring a change to a self and family plan serving the area where his/her children live, in order to provide health insurance coverage for his/her children.

(3) An employee may cancel his/her enrollment or, if enrolled for self and family, may change to self only at any time, provided he/she is not under court or administrative order to maintain a self and family plan to provide coverage for his/her children. In such an event, and if FBIHQ receives a qualifying court order on or after October 30, 2000, EBU may deny the requested change. If such a change was inadvertently processed by the FBI, EBU may change the enrollment back to self and family (if the plan serves the area where the children live), or may change the enrollment to the standard self and family enrollment of the Service Benefit Plan (if the employee's own plan does not serve the area where the children live), provided that the employee does not make the appropriate change on his/her own within one pay period after receiving written notice from EBU of the obligation to comply with the order. If otherwise eligible, a cancellation or change to self only could result in loss of pretax treatment of FEHB premiums (i.e., premium conversion), unless the change is made in conjunction with a qualifying life event (see section 15-2.14).

(4) The Notice of Change in Enrollment Status form (Standard Form 2810) is for the exclusive use of FBIHQ personnel to give official notice to employees and carriers of enrollment actions and must not be completed and/or submitted by a field office representative.

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| (5) | The enrollment of an employee continues without
| change when an individual enters the service of the Bureau from
| another government agency without a break in service of more than
| three calendar days provided the employee was not|previously|enrolled
| in an|HMO not covered by the new geographic area, or in a plan
| sponsored by an employee organization of which the employee is no
| longer eligible for membership. In such a circumstance, the|employee
| should register again by|completing a new SF-2809.|

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15-2.5 Nonpay Status

| (1) Employees in|any type of nonpay status (including
| military service, suspension, absence without leave, or approved leave
| without pay) may terminate their FEHB coverage during nonpay status,
| or they may continue their FEHB coverage for up to 365 consecutive
| days of nonpay status and have both the employee share and the
| government share of their health insurance premiums paid by the
| Bureau. However, employees who choose continued coverage must
| reimburse the Bureau for the employee share by either
| submitting|payments for health benefits coverage|to the FBIHQ Payroll
| Unit|or|having|the|accumulated premiums|withheld|from pay|upon return
| to pay status.

| (2) |Deleted|

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| 15-2.6 |Deleted|

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| 15-2.7 |Deleted|

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| 15-2.8 Retirement |(See 15-2.9.)|

| (1) Employees who retire are eligible to continue|their
| FEHB enrollments into retirement|if they meet all of the following
| requirements: |be|enrolled in a health benefits plan at the time of
| retirement; retire|on an|immediate annuity|(including an optional,

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| discontinued, or disability retirement); and|have been continuously
| enrolled for health benefits during all service since|either the|first
| opportunity to enroll or for the five years of service immediately
| preceding|retirement.|

| (2) |When an employee is eligible to continue his/her
| enrollment into retirement, FBIHQ will prepare the appropriate
| documents to transfer his/her enrollment to the Office of Personnel
| Management (OPM) under the Civil Service Retirement System (CSRS) or
| Federal Employees Retirement System (FERS), as appropriate.|

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| 15-2.9 |Reemployed Annuitants

| CSRS and FERS annuitants who are reemployed in the Bureau
| and who had their FEHB coverage transferred to OPM at the time they
| retired may continue their health insurance as retirees, and need not
| re-register for FEHB coverage upon returning to duty. CSRS and FERS
| annuitants who either lose their annuities upon reemployment or who
| did not meet the five-year participation requirement for continuing
| FEHB coverage after retirement may re-register for FEHB coverage upon
| returning to duty, provided they have been appointed in positions
| eligible for FEHB coverage. In addition, a CSRS or FERS annuitant may
| ask OPM to transfer his/her FEHB coverage back to the Bureau upon
| reemployment in order to participate in the premium conversion (i.e.,
| pre-tax treatment of premiums) program. Reemployed annuitants who
| are covered by the FEHB program as employees may have their FEHB
| coverage transferred to OPM upon final separation, provided they meet
| the five-year participation requirement in section 15-2.8 above.|

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15-2.10 Survivors

| A survivor of an enrolled employee or annuitant is
| eligible to continue|FEHB coverage after the death of the employee or
| annuitant if the employee or annuitant was enrolled for self and
| family at the time of death, and if at least one member of the family
| (i.e., the current spouse or any eligible child) is entitled to a
| survivor benefit under CSRS or FERS (either a continuing annuity or
| the FERS Basic Employee Death Benefit). Continued coverage for all
| eligible family members will be automatic when the title to the
| qualifying survivor benefit is established, provided the above
| qualifications are met. If the survivor benefit is insufficient to
| pay the monthly FEHB premium, the eligible survivor may establish a
| direct payment plan with OPM to continue the FEHB coverage.|

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15-2.11 Federal Employees' Compensation Act

An employee or former employee who receives benefits under the Federal Employees' Compensation Act is eligible to continue enrollment if all of the following requirements are met: is enrolled in a health benefits plan at the time compensation starts; has been continuously enrolled for health benefits during all of service since first opportunity to enroll, or for the five years of service immediately preceding the start of compensation under the Federal Employees' Compensation Act, or, from on or before December 31, 1964, until the start of compensation; receives "monthly compensation"; and is determined by the Secretary of Labor to be unable to return to duty.

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| 15-2.12 Civil Service Retirement Spouse Equity Act

| The Civil Service Retirement Spouse Equity Act of 1984 and
| the Federal Employees Benefits Improvement Act of 1986 amended the
| Federal Employees Health Benefits Act to permit certain former spouses
| of civil service employees, former employees and annuitants to enroll
| in a health benefit plan under the Federal Employees Health Benefits
| Program (FEHBP). Former spouses who are eligible for health benefits
| must pay both the employee's and the Government's share of the premium
| and must register to enroll in the program with the agency where the
| employee is or was employed at the time the marriage was dissolved. |

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15-2.12.1 Conversion Rights and Temporary Extension of Coverage

The former spouse of an employee is covered for health benefits for 31 days after divorce with the right to convert to a nongroup plan. To prevent loss of health benefits coverage, the former spouse may desire to convert to the nongroup policy with the employee's health benefit carrier while waiting for health benefits eligibility under the Spouse Equity Act to be established and the enrollment to become effective. | Since the National Finance Center
| sends information to carriers on the first and fifteenth of each month
| and it takes insurance carriers at least two weeks after receipt to
| establish enrollees on their systems, enrollees should prepare for the
| delay between the time they sign up for insurance and the time they
| receive their identification cards from the carriers. Enrollees
| should stock up on needed medication and make doctor appointments

| during the 31-day extension of coverage. (See MAOP, Part I, 15-2.13.3
| (3).)|

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15-2.12.2 Eligibility Requirements for Health Benefits

The former spouse must meet the following requirements to be eligible to enroll in a health benefit plan:

(1) The former spouse must not have remarried before age 55;

(2) The former spouse must have been covered as a family member in an FEHBP plan at some time during the 18 months preceding the date of the dissolution of marriage; and,

(3) The former spouse must provide evidence of future entitlement to any of the following benefits:

(a) A portion of the employee's annuity based on a qualifying court order under Title 5, United States Code (USC), Section 8345 (j), which requires that the Office of Personnel Management (OPM) shall pay (in part or in whole) another person other than the employee, if and to the extent expressly provided for in the terms of any court decree of divorce, annulment, or legal separation, or the terms of any court order or court-approved property settlement agreement incident to such court decrees.

(b) Survivor annuity benefits based on a qualifying court order under Title 5, USC, Section 8341 (h), which states that a former spouse of a deceased employee, member, or annuitant is entitled to a survivor annuity if and to the extent expressly provided for in an election under Section 8339 (j)(3), or in terms of any decree of divorce, annulment, court order, or court-approved property settlement agreement incident to such decree.

(c) A survivor annuity elected by the employee under Title 5, USC, Section 8339 (j)(3), which refers to an election to provide survivor annuity to a former spouse which shall be made at the time of retirement or, if later, within two (2) years after the date the marriage to the employee or member is dissolved, subject to a deposit in the fund by the retired employee or member, within a two-year period, the amount to be determined by the OPM. An election under this paragraph shall not be effective if it conflicts with any court order or decree or in case an employee or member has remarried; then the spouse's written consent is required.

(4) A special eligibility rule exists for a former spouse who was married to an employee who retired prior to May 7, 1985. Such a former spouse must not be remarried before age 55 and must have been enrolled in a health benefits plan as a family member at any time

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during the 18 months preceding the dissolution of marriage. Additionally, it is required that either the employee annuitant elected before May 9, 1986, to provide a survivor annuity to the former spouse, or the former spouse satisfies all the following conditions:

- (a) the former spouse's marriage to the retiree was dissolved after September 14, 1978;
- (b) the former spouse was married to the retiree for at least 10 years of the retiree's creditable civilian service;
- (c) the former spouse is not receiving any other employer-produced retirement or survivor annuity;
- (d) the spouse has not married before reaching age 55;
- (e) the former spouse applies to OPM for a survivor annuity before May 9, 1987; and
- (f) the former spouse is at least 50 years old when filing the application.

(5) A special eligibility rule also exists for a former spouse who was married to an employee who died prior to May 7, 1985. Such a person is eligible for enrollment if (1) the deceased employee had been eligible for an immediate annuity on or before the date of death; (2) the former spouse has not remarried before the age of 55; (3) the former spouse was enrolled as a family member in an FEHBP health benefits plan at any time during the 18 months preceding the dissolution of marriage; and (4) the former spouse satisfies all the conditions for a survivor annuity described above.

(6) A former spouse of an employee who separates from Federal service before becoming eligible for immediate annuity is eligible to enroll only if the marriage to the former employee was dissolved before the employee left Federal service.

| (7) When a former spouse who has continued coverage
| remarries during the 36 months following the divorce or annulment,
| he/she is eligible for temporary continuation of coverage. This
| coverage expires on the same date it would have expired if the person
| had never been eligible for coverage under the spouse equity
| provisions. |

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| 15-2.12.3 Procedure for Establishing Eligibility

| (1) OPM will determine the former spouse's entitlement to
| a survivor annuity or a portion of the employee's retirement annuity

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| as a prerequisite to the former spouse's eligibility to enroll in the
| FEHBP. The former spouse should send a written request to the Office
| of Personnel Management, Compensation Group, Office of Retirement
| Programs, Post Office Box 17, Washington, D.C. 20044, for the
| determination. The former spouse should include a certified copy of
| the court order, the employee's or retiree's name, date of birth,
| social security number, the last employing agency and, if applicable,
| the date of retirement.

| (2) After reviewing the information provided by the
| former spouse, OPM will send the former spouse a written decision
| concerning the former spouse's entitlement to a future survivor
| annuity. The former spouse must submit a copy of OPM's decision to
| Headquarters along with a copy of the divorce decree. Upon receipt,
| the employee's file will be reviewed to determine if the former spouse
| was covered as a family member in an FEHBP plan at any time during the
| 18 months preceding the date of dissolution of marriage, to verify the
| former spouse's age, and if under age 55, that he or she has not
| remarried. The former spouse is required to certify that the
| qualifications for eligibility to enroll have been met and that the
| former spouse will notify the employing office within 31 days of an
| event that disqualifies eligibility.

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|15-2.12.4 Registration Procedures

| If it is determined that the former spouse is eligible,
| the former spouse will be advised and furnished the appropriate
| information. To enroll, the former spouse should complete the Health
| Benefits Registration Form (SF-2809), using his or her own name, date
| of birth and social security number. The name, date of birth, and
| social security number of the employee, former employee or annuitant
| should be entered in the "Remarks" section of the SF-2809. A
| certification must be obtained from the former spouse that the
| employing office will be notified within 31 days of an event which
| would terminate eligibility.

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|15-2.12.5 Denial of Enrollment

| If it is determined that the former spouse is ineligible
| for health benefit coverage, the former spouse will be notified in
| writing and furnished the reason for the denial. The former spouse
| will be advised in writing of the right to request OPM's
| reconsideration of the denial within 31 days of the date of the letter
| stating that coverage has been denied. The former spouse should send
| a request to the Office of Personnel Management, Compensation Group,

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| Office of Insurance Programs, Program Coordination and Control, Post
| Office Box 436, Washington, D.C. 20044.|

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| |15-2.12.6 Office Where Former Spouse Must Enroll|(See MAOP, Part I, 15-2.13.3(3).)|

(1) Former spouses who are receiving payment of survivor annuity or a portion of an employee annuity from OPM must enroll through OPM and pay premiums directly to OPM. Former spouses whose marriages dissolved after the employee retired must also register with and pay premiums to OPM.

(2) Former spouses who have future entitlement to a survivor annuity or portion of an employee annuity but are not yet receiving them, must register with and pay premiums to the National Finance Center.|

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| |15-2.12.7 Time Limitation for Enrollment

| An eligible former spouse must apply for health benefits
| coverage by the latest of the following dates:

| (1) February 27, 1987; or

| (2) within 60 days after the dissolution of the marriage,
| or if the marriage is dissolved after retirement, 60 days after the
| dissolution or after the retired employee elects to provide a survivor
| annuity for the former spouse; or

| (3) within 60 days after the employee annuitant elects to
| provide a former spouse annuity or after OPM notice of entitlement to
| a former spouse annuity.|

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| |15-2.12.8 Choice of Plan

| A former spouse may enroll in either of the two
| Governmentwide plans (Service Benefit Plan and Indemnity Benefit
| Plan), the employee organization plans or the comprehensive medical
| plans which are available for a specific geographical area. The

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| former spouse is not restricted to the same plan that the employee
| enrolled under prior to the divorce. To enroll in an employee
| organization plan, the former spouse must become a member of the
| sponsoring organization and pay the annual or one-time only membership
| dues. Former spouses who enroll in the SAMBA Health Benefit Plan are
| not eligible for the various insurance programs offered by SAMBA. |

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| |15-2.12.9 Type of Enrollment

| A former spouse who is eligible to enroll in the FEHBP may
| elect coverage for self only or for self and family. A family
| enrollment covers only the former spouse and any unmarried dependent
| natural or adopted children of the former spouse and the employee,
| former employee or annuitant, provided the child is not also covered
| by another FEHBP enrollment. To be eligible for coverage a child must
| be single and under age 22. An unmarried child over age 22 who is
| incapable of self-support because of a mental or physical disability
| existing before age 22 is eligible for coverage. |

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| |15-2.12.10 Effective Date of Enrollment

| The effective date of the former spouse's enrollment will
| be the first day of the pay period beginning more than 30 days after
| the employing office receives the SF-2809 and satisfactory proof of
| eligibility. |

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| |15-2.12.11 Payment of Premiums|(See MAOP, Part I, 15-2.13.3(3).)|

| The former spouse must submit payment (both the employee's
| and Government's share) of the premiums|on a monthly basis to the
| National Finance Center. | If the|National Finance Center|does not
| receive payment by the due date, the former spouse will be notified
| that coverage will be cancelled if payment is not paid within 15 days
| after receipt of the notice which is sent by certified mail, return
| receipt requested. The effective date of a termination for failure to
| pay premiums within the time frame is the last day of the pay period
| for which payment has been received. Once the enrollment is
| cancelled, the former spouse will not be entitled to the temporary
| extension of coverage for conversion, cannot convert to an individual

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contract, and cannot reenroll.

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|15-2.12.12 Opportunities to Change Enrollment

| The following events will allow the former spouse to
| enroll or change enrollment:

| (1) A former spouse may change enrollment to self only at
| any time. If a former spouse changes enrollment to self only, any
| family members who lose coverage are not entitled to the temporary
| extension of coverage for conversion, and may not convert to an
| individual contract.

| (2) The former spouse may make an enrollment change
| during open season or upon the occurrence of one of the following
| events, in accordance with regulations issued by OPM:

- | (a) birth or acquisition of a child,
- | (b) move from an area served by a comprehensive
| medical plan,
- | (c) termination by an employee organization plan,
- | (d) termination of plan in which enrolled,
- | (e) eligibility for Medicare,
- | (f) change from self only to self and family if an
| eligible child loses coverage under another FEHBP enrollment.

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|15-2.12.13 Cancellation of Enrollment by Former Spouse

| A former spouse may cancel enrollment at any time by
| executing an SF-2809. The coverage will be cancelled the last day of
| the pay period following the pay period in which the SF-2809 is
| received. However, once the enrollment is cancelled, the former
| spouse and family members, if any, are not entitled to the temporary
| extension of coverage for conversion and cannot convert to an
| individual contract for health benefits. Once the enrollment is
| cancelled, the former spouse may not enroll.

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| 15-2.12.14 Termination of Enrollment|(See MAOP, Part I, 15-2.13.1(3).)|

Upon terminating an enrollment, the former spouse will be furnished a copy of the SF-2810. The former spouse has 36 months in which to convert to nongroup coverage if eligible under temporary continuation of coverage. At the end of the 36 months, the former spouse has an additional 31 days to convert his/her coverage. Once a former spouse's enrollment has been terminated, the former spouse may not reenroll. A former spouse's enrollment terminates, subject to the temporary extension of coverage for conversion, at midnight of the last day of the pay period in which the earliest of the following events occurs:

(1) Qualifying court order ceases to provide entitlement to survivor annuity or a portion of retirement annuity under a retirement system for Government employees.

(2) Former spouse remarries before age 55.

(3) Former spouse remarries the employee, separated employee, or annuitant on whose service the benefits are based.

(4) Former spouse dies.

(5) Employee on whose service the benefits are based dies, and no survivor annuity is payable.

(6) Separated employee, on whose service the benefits are based dies before meeting the requirements for a deferred annuity.

(7) Employee on whose service benefits are based leaves Federal service before establishing title to a deferred annuity.

(8) OPM refunds retirement contributions to the separated employee on whose service the health benefits are based.

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| 15-2.12.15 Termination of Coverage of Family Members

The coverage of a family member of a former spouse terminates, subject to the temporary extension of coverage for conversion, at midnight of the earlier of the following dates:

(1) The day on which the individual ceases to be a member of the family (family members who lose coverage because the former spouse cancels have no temporary extension or conversion rights);

(2) The day the former spouse ceases to be enrolled.

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|15-2.13 Temporary Continuation of Coverage

| On December 27, 1989, the Office of Personnel Management
| (OPM), issued implementing regulations to Title II of Public Law 100-
| 654, "Federal Employees Health Benefits Program (FEHB) Amendments Act
| of 1988." These regulations went into effect on January 1, 1990, to
| provide for the temporary continuation of health benefits coverage for
| certain individuals who lose their coverage. These include former
| employees who separate from the Bureau, children of Bureau employees
| or annuitants who lose their status as family members, and certain
| former spouses of employees or annuitants who lose their status as
| family members. |

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|15-2.13.1 Eligibility Requirements and Length of Coverage

| (1) Three groups of individuals are eligible for
| temporary continuation of coverage based on the following qualifying
| events:

| (a) Employees who separate from service (voluntarily
| or involuntarily) unless the separation is due to gross misconduct and
| would not otherwise be eligible for continued coverage.

| (b) Children who were covered under an employee's,
| former employee's or an annuitant's enrollment, but no longer meet the
| requirements for coverage. This includes children who:

- | 1. marry before reaching age 22
- | 2. reach age 22
- | 3. lose status as stepchildren or foster
| children
- | 4. not recognized as natural children
- | 5. disabled children age 22 or older who marry,
| recover from their disability, or become self-supporting

| (c) Former spouse who was enrolled in an FEHB plan
| as a family member at some time during the 18 months before the
| marriage ended and has since remarried before reaching age 55, or is
| otherwise not entitled to a portion of the employee or annuitant's
| annuity benefit or a survivor benefit based on the employee or
| annuitant's service.

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| (2) Individuals who ARE NOT eligible for temporary
| continuation of coverage include:

| (a) Family members who lose coverage when an
| employee changes to self only or cancels coverage.

| (b) Employees who lose coverage after 12 months in a
| nonpay status.

| (c) Civil Service Retirement System (CSRS)
| annuitants and survivor annuitants who lose coverage because their
| annuities are insufficient to cover premiums.

| (d) Annuitants whose annuities terminate. This
| applies primarily to disability annuitants whose annuities stop
| because of recovery or restoration to earning capacity.

| (e) Compensationers who lose coverage because their
| compensation terminates.

| (f) Survivor annuitants whose annuities terminate,
| unless the terminating event is one that allows temporary continuation
| of FEHB coverage.

| (g) Employees who transfer to a position that is
| excluded from FEHB coverage by law.

| (h) Widow(er)s and children who lose coverage
| because of the death of an employee or annuitant and who are not
| eligible for survivor benefits.

| (i) Children whose survivor annuities stop because
| they are no longer students.

| (j) Employees who separate from the Bureau due to
| gross misconduct cannot participate.

| (3) The length of temporary coverage for individuals is
| as follows:

| (a) Former employees - 18 months after the date of
| separation from service.

| (b) Children and former spouses of employees and
| annuitants - 36 months after the date of the change in status.

| (c) Children and former spouse of former employees
| with temporary continuation of coverage - 36 months after the date the
| employee separated from the Bureau. (See MAOP, Part I, 15-2.12.14.)|

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|15-2.13.2 Notification of Eligibility

| (1) Eligible individuals have 60 days from the time they
| lose coverage to notify Employee Benefits Unit (EBU) that continuation
| of temporary coverage is desired. If the EBU is not notified of a
| child or former spouse's eligibility for temporary continuation of
| coverage within the 60-day time limit, the OPPORTUNITY to elect
| coverage ENDS 60 days after the qualifying event in the case of a
| child and 60 days after the change in status in the case of a former
| spouse unless circumstances beyond the enrollee's control occurs which
| prevent him/her from advising of the qualifying event within the
| appropriate time frame. HOWEVER, A LACK OF KNOWLEDGE OF THE
| REGULATIONS DOES NOT CONSTITUTE CAUSE BEYOND HIS/HER CONTROL.

| (2) Separating employees will be notified by the employee
| conducting the exit interview of their opportunity to elect temporary
| continuation of coverage no later than 30 days after their coverage
| ends. Former employees must submit their election of continued
| coverage to the EBU within 60 days after the date of separation.

| (3) In the case of children who become eligible, the
| covered employee has the responsibility of notifying EBU of the change
| in the child's status within 60 days after the event that caused the
| loss of coverage. EBU will send an enrollment form and pertinent
| literature. The child MUST respond within 60 days after the
| qualifying event or notification by the Bureau to elect coverage in
| order to ensure temporary continuation of coverage.

| (4) If a former spouse becomes eligible for temporary
| continuation of coverage, EITHER THE EMPLOYEE OR THE FORMER SPOUSE
| must notify EBU within 60 days after the change in status. Within 14
| days EBU will contact this individual with a detailed explanation of
| the program and enrollment procedures. The former spouse must submit
| the election of continued coverage within 60 days after the later of
| the date of qualifying event, date coverage under spouse equity
| provisions is lost, or within 60 days from date notification from the
| Bureau was received.

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|15-2.13.3 Enrollment and Payment of Premiums

| (1) To enroll, the eligible individual should complete an
| SF-2809, Health Benefits Enrollment Form. An individual electing
| continued coverage may enroll in any plan or option for which he or
| she is eligible, not necessarily the plan they were in at the time
| they became eligible for temporary continuation of coverage. After
| their initial enrollment, individuals may change enrollment during the
| FEHBP "Open Season" or when there is an event which allows a change in
| enrollment.

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| (2) Individuals must pay the full cost of the premium
| (theirs and the Government's share), plus a 2 percent administrative
| charge. Once eligibility has been established and enrollment is
| allowed, EBU will send all necessary materials required for processing
| to the United States Department of Agriculture, National Finance
| Center, New Orleans, Louisiana. The Center will establish and
| maintain enrollee's accounts, perform billing and collection
| functions, respond to inquiries, and make other appropriate
| determinations such as cancellation of enrollments and eligibility to
| make other changes in enrollments.

| (3) National Finance Center (NFC) (See MAOP, Part I,
| 15-2.12.1, 15-2.12.6, 15-2.12.11.)

| (a) The NFC acts as the central processing office
| for collection of premiums and the administrative fee. NFC will issue
| coupons directly to the enrollee for payment of monthly premiums,
| conduct open season each year for eligible enrollees, perform billing
| and collection functions, generate termination or cancellations of
| enrollees, correspond with enrollees regarding the Direct Premium
| Remittance System, and maintain computer system operations regarding
| this program.

| (b) Since the NFC sends information to insurance
| carriers on the first and fifteenth of each month and it takes
| carriers at least two weeks after receipt to establish enrollees on
| their systems, enrollees should prepare for the delay between the time
| they sign up for insurance and the time they receive their
| identification cards from the carriers. Enrollees should stock up on
| needed medication and make doctor appointments during the free 31-day
| extension of coverage.

| (c) Enrollees should be aware coverage is
| retroactive to the 32nd day after termination of regular group
| coverage. If there are delays in notification and processing of
| enrollment forms, enrollees may have to pay a sizeable LUMP SUM
| PAYMENT at the time of the first billing for coverage.

**EffDte: 12/16/1993 MCRT#: 171 Div: D3 Cav: SecCls:

|15-2.13.4 Changing Enrollment

| (1) Enrollees may change their enrollment from self and
| family to self only at any time. If an enrollee changes to self only,
| family members who lose coverage are entitled to the free 31-day
| temporary extension of coverage before conversion to an individual
| contract.

| (2) Enrollees may change coverage during open season or
| upon the occurrence of one of the following events: change in family
| status; change to self alone; move from area served by comprehensive

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| plan, termination of an employee organization plan, termination of the
| plan in which enrolled, eligibility for Medicare coverage, or child's
| coverage under another enrollment ends. |

**EffDte: 12/16/1993 MCRT#: 171 Div: D3 Cav: SecCls:

|15-2.13.5 Termination of Enrollment

| (1) Former employees and family members who lose coverage
| other than by cancellation (including cancellation by nonpayment of
| premiums) or discontinuance of the plan have a 31-day temporary
| extension of coverage for the purpose of converting to a nongroup
| contract with their health benefits plan. This is true even when they
| also have the right to elect temporary continuation of FEHB coverage.
| The first 31 days of the period of eligibility for coverage under
| Public Law 100-654 run simultaneously with the 31-day temporary
| extension of coverage. If they elect continued coverage under Public
| Law 100-654, their enrollment charges begin on the day after the free
| 31-day temporary extension of coverage ends. If they elect temporary
| continuation of FEHB coverage instead of conversion policy, they have
| another 31-day extension of coverage (with no cost to them) and
| another opportunity to convert to nongroup coverage when the temporary
| continuation ends (unless it ends due to cancellation or
| discontinuance of the plan).

| (2) An enrollee may cancel his/her enrollment at any
| time. However, once canceled, neither the enrollee nor any family
| member covered by the enrollment will be entitled to a 31-day
| extension of coverage for conversion to a nongroup plan. In addition,
| once canceled, the former enrollee cannot reenroll.

| (3) If an enrollee does NOT make payments to the NFC
| within the specified time frame, he/she is considered to have
| voluntarily canceled his/her enrollment effective with the last day
| for which premiums were paid. Enrollees whose coverage is canceled by
| nonpayment of premiums may NOT reenroll or be reinstated unless they
| were prevented by circumstances beyond their control from making
| payment within the specified time frame.

| (4) An enrollee whose coverage is canceled due to
| nonpayment of premiums is NOT entitled to the free 31-day temporary
| extension of coverage NOR to conversion to an individual contract.

| (5) Enrollment ends either because the period of
| temporary continuation expires or enrollee cancels enrollment
| (including cancellation by nonpayment of premiums). If the enrollment
| ends because of expiration of the period of temporary continuation of
| coverage, the enrollee IS entitled to free 31-day temporary extension
| before conversion to an individual contract.

| (6) Coverage of family members ends when the covering
| enrollment ends or when the person ceases to meet the requirements for

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| being considered a family member. A family member who loses the
| continued coverage for any reason other than cancellation of the
| covering enrollment (including cancellation by nonpayment of premiums)
| IS entitled to the 31-day extension of free coverage before conversion
| to an individual contract.|

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| |15-2.14 Pre-Tax FEHB Premium Payments (Premium Conversion)

| (1) As of the first pay period after October 1, 2000,
| employees covered by FEHB plans will have their health insurance
| premiums withheld from their paychecks before taxes are applied to the
| remainder of their salaries. Legally speaking, a Bureau employee
| allots a part of his/her salary back to the FBI under this procedure;
| the Bureau in turn pays the employee's share of his/her FEHB premium
| without that share being subject to federal, state, or social security
| taxes (of course, the Bureau still pays the government's share of the
| premium as well). This is known as "premium conversion" and is
| authorized by part 892 of Title 5, Code of Federal Regulations, and by
| section 125 of the Internal Revenue Code.

| (2) All FEHB-covered employees are eligible to participate
| in premium conversion, and it is automatic unless an employee elects
| not to participate by submitting a signed document to the Employee
| Benefits Unit, Administrative Services Division. An employee may
| submit such a document only at his/her initial enrollment in the FEHB
| program, at the initial premium conversion offering in September 2000,
| within 60 days after experiencing a qualifying life event (QLE), or at
| the annual FEHB Open Season. As premium conversion is otherwise
| automatic, no signed document will need to be submitted in order to
| elect to participate in premium conversion, except when an employee
| chooses to return to premium conversion during an Open Season or
| following a QLE after previously waiving participation.

| (3) An employee may decline participation in premium
| conversion, or return to participation if he/she previously declined,
| in conjunction with a QLE even if the employee does not make a change
| in his/her FEHB enrollment due to the QLE. Any election to decline,
| or return to, premium conversion is effective prospectively: on the
| effective date of an Open Season change for declinations/elections
| filed in conjunction with the Open Season, and on the first day of the
| first pay period after receipt in the employing office for
| elections/declinations made in conjunction with a QLE. A QLE is
| defined as:

- | (a) Addition of a dependent
- | (b) Birth or adoption of a child
- | (c) Changes in entitlement to Medicare or Medicaid for
| an employee and/or the employee's spouse or dependent

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- | (d) Change in work site
- | (e) Change in the employee's, spouse's, or dependent's
| employment status from full-time to part-time, or the reverse
- | (f) Death of the employee's spouse or dependent
- | (g) Divorce or annulment
- | (h) Loss of a dependent
- | (i) Marriage
- | (j) Significant change in the employee's or spouse's
| health coverage related to the spouse's employment
- | (k) Start or end of an unpaid leave of absence for
| either the employee or his/her spouse
- | (l) Start or end of a spouse's employment
- | (4) An employee who is participating in premium conversion
| may elect to cancel his/her enrollment or change from self-and-family
| to self-only coverage either at the annual FEHB Open Season or in
| conjunction with, and consistent with, a QLE.
- | (5) An employee who is placed in nonpay status may continue
| participation in premium conversion if he/she (1) elects to prepay
| his/her share of the FEHB premium to the Finance Division before
| nonpay status begins, or (2) elects to pay his/her share of the FEHB
| premium to the Finance Division through direct "catch-up" payroll
| withholding after he/she returns to pay status. An employee who
| elects to pay his/her share of the FEHB premium to the Finance
| Division through direct periodic payments while in nonpay status will
| not have those payments subject to premium conversion; they will be
| made on an after-tax basis.
- | (6) Premium conversion may not be carried into retirement.
| However, an annuitant who is reemployed by the Bureau is eligible to
| participate in premium conversion, provided that he/she is reemployed
| in a position which would convey eligibility to FEHB coverage, and
| his/her health insurance would be transferred from his/her retirement
| system to the Bureau. At the time of reemployment, the reemployed
| annuitant has the right to request that the insurance not be
| transferred (keeping him/her out of premium conversion) if he/she so
| desires. |

**EffDte: 09/21/2000 MCRT#: 1013 Div: D3 Cav: SecCls:

| 15-3 | FBI EMPLOYEE ASSISTANCE PROGRAM (EAP)|

**EffDte: 02/14/1992 MCRT#: 0 Div: D3 Cav: SecCls:

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| 15-3.1 | Definition of Terms

| (1) Alcoholism/Alcohol Abuse - A treatable
| disorder/disease characterized by repeated episodes of excessive
| drinking which interferes with an employee's health, social
| adjustment, and work performance.

| (2) Community Resources - Agencies and individual
| practitioners available to provide professional services to FBI
| employees referred to them by the Employee Assistance Program (EAP).
| These agencies and individual practitioners include, but are not
| limited to: hospitals and other inpatient treatment facilities,
| mental health clinics, counseling centers, marriage counselors,
| psychologists, social workers, psychiatrists, financial counseling
| services, and attorneys.

| (3) Drug Abuse - A treatable disorder/health problem
| characterized by a pattern of repeated episodes of drug use which
| interferes with an employee's health, social adjustment, and work
| performance.

| (4) Drug Deterrence Program (DDP) - A comprehensive
| program, within the FBI, which is consistent with the President's
| Drug-Free Federal Workplace initiative, consisting of: urinalysis
| testing for drugs of abuse, referral to the EAP for counseling and
| rehabilitation, employee education, and supervisory training about
| drug abuse issues.

| (5) Emotional/Behavioral/Mental Health Problems - A wide
| range of personal problems any of which may be characterized by
| feelings of distress and/or impairment of an employee's health, social
| adjustment, work performance, and psychological well-being.

| (6) Illegal Drug - A controlled substance as defined by
| Section 802(a) of the Controlled Substances Act, Title 21, United
| States Code (USC), the possession of which is unlawful. This does not
| include the use of a controlled substance pursuant to a valid
| prescription or other uses authorized by law.

| (7) Management Official - An employee required or
| authorized by the FBI to formulate, determine, interpret, or influence
| the policies of the FBI.

| (8) Supervisor - An employee required or authorized by
| the FBI to direct or assign work to other employees and who, through
| observation and the exercise of independent judgment, is able to
| evaluate their performance.

| (9) Employee Assistance Counseling - Confidential
| counseling by FBI Headquarters EAP staff, Field Coordinators, or other
| duly authorized individuals, which may include, but is not limited to,

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| basic short-term counseling and referral services for employees with
| personal problems that adversely affect their work performance.

| (10) Self-Referral - The voluntary request for assistance
| made directly to an EAP staff member by an employee who is, or has a
| family member who is, experiencing a life problem which may have a
| negative impact on his or her job performance.

| (11) Short-Term Counseling - Approximately one to three
| sessions required to assess presenting and/or underlying problems and
| concerns to determine a source for referral. This term is defined on
| a case-by-case basis as some situations may require longer assessment
| to identify problems or extended follow-up following referral and
| treatment.

| (12) Supervisory/Management Referral - The referral of an
| employee to the EAP by a supervisor as a result of recognized
| deteriorating job performance, conduct problems, and or noticeable
| distress impacting on employee behavior. |

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| 15-3.2 Policy

It is the policy of the FBI to provide confidential, short-term counseling and referral assistance to employees who have personal problems that adversely affect their job performance and health. Ordinarily, an employee will overcome personal life problems independently and there may be little or no effect on job performance. If the employee cannot resolve such problems alone, traditional supervisory practices may serve as the needed motivation or guidance necessary to return the employee's job performance to an acceptable level. In some cases, however, neither the efforts of the employee nor the supervisor are effective at resolving the employee's problems and unsatisfactory job performance persists. The EAP will be available to deal with such persistent employee problems within the following framework:

(1) The FBI recognizes that almost any human problem is treatable if identified early and referral is made to the appropriate community resource for care. These problems include, but are not limited to: alcoholism, drug abuse, physical illness, mental or emotional distress, marital and family problems, and financial and legal concerns.

(2) For the purposes of this policy, alcoholism is a preventable and treatable disease in which the employee's job performance may be impaired as a direct consequence of the abuse of alcohol.

(3) With regard to drug abuse, the FBI recognizes that this is a treatable health problem and employees with this problem

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will receive the same offer of assistance as that extended to employees having any other illness or health problem. However, the Bureau cannot condone employee drug activity which is contrary to law. When illegal drug use is involved, an individual's participation in the EAP will not preclude the Bureau from taking appropriate disciplinary/administrative action against the employee for his or her use of illegal drugs, except as provided herein for self-referrals. Disciplinary action in accordance with Executive Order 12564 can be initiated and could include the full range of disciplinary/administrative actions up to and including dismissal.

(4) When supervisors have reasonable cause to believe that an employee's problem also involves criminal conduct directed toward or potentially harmful to the person or property of others, this information should be reported to the appropriate authority in accordance with existing policy set out in the MAOP, Part 1 Section 1-4, entitled, "Illegal Activities" and Part 1, Section 13, "Disciplinary Matters."

(5) The EAP is not bound to extend assistance to an individual who persists in conduct that is against the law, openly discusses illegal activities, or plans or exhibits behavior that would threaten either his/her own life or the lives of others.

(6) Employees will not have their job security, promotional opportunities, or retirement eligibility jeopardized on account of their request for assistance and participation in the EAP.

(7) Employees found to be using illegal drugs as a result of urinalysis drug testing pursuant to the FBI's Drug Deterrence Program (DDP), or who have otherwise been identified by management officials to have used illegal drugs, shall be referred to the EAP. An employee's decision to participate in the EAP when he or she has been referred under these circumstances will be taken into consideration by management officials and disciplinary/administrative action will be decided on a case-by-case basis depending on all mitigating factors and the totality of the circumstances. Such considerations will include, but are not limited to, the sensitivity of the employee's position and whether the employee's conduct has undermined the Bureau's confidence in his/her trustworthiness. The intent of the EAP policy is rehabilitative and not punitive.

(8) Information concerning individuals who participate in the EAP is confidential and governed by federal regulations which impose certain criminal penalties for improper disclosure. Records and EAP counselor's notes pertaining to an individual's participation in this program are protected and WILL NOT be referred to or made part of an employee's Official Personnel Folder. The confidentiality of these records/information, whether recorded or not, will be maintained in accordance with Title 42, Confidentiality of Alcohol and Drug Abuse Records (CFR), Part 2, the Privacy Act, Title 5, USC, Section 552a, 1984 and all other relevant laws and regulations. (See MAOP, Part 1, 15-3.3.1 (1).)

(9) Employees who decide to undergo a prescribed program of treatment or rehabilitation which will require absence from work

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will be granted sick leave as is the case with any other health problem. If the individual has an insufficient amount of accrued sick leave available, advanced sick leave, annual leave, or leave without pay may be granted for this purpose in accordance with the LEAVE POLICY MANUAL. Administrative leave should be allowed, within reasonable constraints, when an employee meets with an EAP Coordinator/Counselor.

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15-3.3 Administration of Program

(1) In order to be an effective and viable program, supervisors must realize the EAP policy is positive--not punitive--and that in cases other than "self-referrals," it will be the supervisor who is in the best position to recognize an employee's problem through job deterioration manifesting itself through such things as absenteeism, changes in quality of performance, and behavioral changes. The supervisor, however, is cautioned not to diagnose; this is the function of a trained clinician. Further, since sensitivity to employee problems and support of the EAP are integral to good leadership, FBI managers are expected to facilitate employee assistance and outreach efforts. To underscore the importance of these efforts, all management and supervisory personnel will be held directly accountable for any inaction on their part under circumstances which reasonably require their intervention. (See MAOP, Part I, 1-30.1 through 1-30.4.)

(2) The management officials and supervisors are responsible for:

(a) Supporting the EAP by continually observing and evaluating the work performance of all employees under their supervision.

(b) The identification and documentation of specific instances of deteriorating work performance and employee behavior that fails to meet acceptable standards of conduct.

(c) Consulting with the EAP Counselor when the employee's problem(s) cannot be resolved by traditional supervisory practices alone and there may be a need for referral to the EAP for corrective action. Managers and supervisors must be able to effectively document and describe the employee's behavior as it relates to work performance but they are not to attempt to diagnose or draw conclusions about an individual's personal problem(s). The preliminary assessment of the nature of the employee's problem(s) is an EAP function, especially when it may involve mental health and/or substance abuse problems.

(d) Determining, after consultation with and the concurrence of EAP staff, that referring the employee to the EAP is

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appropriate.

(e) Conducting an interview with the employee focusing on the behavior that is directly related to poor job performance or deteriorating conduct. Whether or not the employee indicates that his/her difficulty is caused by a personal problem, the supervisor should inform the employee about the EAP services available and offer to refer him/her to the EAP. If the problem persists after the initial consultation with EAP staff, the supervisor should present a firm choice for the employee by encouraging referral acceptance and by describing the consequences of continued unsatisfactory work performance. Participation in the EAP is voluntary and does not preclude supervisors from taking necessary disciplinary action. An employee's acceptance, refusal or cooperation with the EAP, if indicated, should be taken into consideration by a supervisor before he/she proceeds with administrative/disciplinary action. If the employee refuses help and performance continues to be unsatisfactory, the supervisor has complied with his/her program responsibilities and is then obligated to take the necessary adverse action.

(f) Ensuring that their referral to the EAP is documented in writing as well as orally. The written documentation is the supervisor's record that the employee has been offered EAP assistance. The EAP staff can assist the supervisor in preparing a memorandum for this purpose, during supervisory consultation sessions. The memorandum will NOT be placed in the employee's Official Personnel Folder. The memorandum will be maintained by the supervisor as part of his/her recordkeeping system, and the Privacy Act prevents its disclosure beyond the EAP without the employee's written consent. In the event that administrative/disciplinary action is instituted against an employee who has had a documented offer of EAP assistance and who subsequently denies having received it, the memorandum may become part of the adverse action file to dispute the validity of the employee's claim.

(g) Refraining from discussing with the employee the possibility that his/her work performance difficulties may be related to alcohol or drug problems. Again, the supervisor should focus on the employee's job performance only. However, when the employee is at work and does not appear to be in full control of his/her faculties, the supervisor should immediately inquire about the employee's physical/medical condition while being aware that behavioral symptoms commonly associated with alcohol intoxication and drug abuse can be caused by other health problems. Where applicable, the employee should be immediately referred to the Health Service/Occupational Health Nurse for assessment and emergency treatment. Locations that have no medical personnel should refer the employee to a private physician, community health service or hospital. Further, any employee who experiences problems with substance abuse must be encouraged to seek professional assistance on an immediate basis. We must be assertive in reaching out to coworkers in need of EAP services and take steps to ensure those in need are promptly afforded whatever counseling, treatment or assistance may be necessary.

Ultimately, if the employee's behavior was determined to be related to alcohol or drug intoxication, the supervisor and/or medical personnel

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should discuss the facts of the situation with the employee and refer him/her to the EAP.

(3) The Employee Assistance Administrator (EAA) will be assigned on a full-time basis and has the lead role in providing technical expertise, as well as direct program administration, which will include planning, budgeting, organization, implementation, supervision and training responsibilities for the Bureauwide program. In addition, the EAA will be responsible for:

(a) The technical and administrative supervision of the field office and Headquarters EAP Coordinators;

(b) Establishing field office EAP Coordinators and providing them with technical supervision and assistance;

(c) Overseeing the preparation and submission of annual EAP statistical accomplishment reports to the OPM;

(d) Providing consultation to management officials and supervisory staff concerning organizational matters and employees with behavioral problems. Organizational matters are not limited to administrative/operational issues but also include the identification of occupational stressors unique to the FBI, their impact on job related employee problems and resolution strategies;

(e) Ensuring coordination of training services between the EAP and the Behavioral Science Unit;

(f) Ensuring that the policies and procedures set forth in this manual and all supporting federal directives are followed by all employees under his/her supervision. This includes the adherence to confidentiality requirements and other standards of ethical practice;

(g) Providing for the design and implementation of training programs for managers, supervisors and employees concerning their roles within the program and publicizing the services that are available;

(h) Making recommendations to management officials and supervisory staff concerning the continuing education requirements necessary for EAP personnel;

(i) Developing and maintaining a nationwide listing/register of community rehabilitation and treatment resources available for the referral of employees and/or their family members in need of such assistance;

(j) Representing the FBI through liaison with national, state and local organizations which are public, private and professional on matters concerning EAPs;

(k) Conducting the necessary evaluation, research and monitoring to ensure program effectiveness;

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(l) Ensuring that counseling, assessment and referral services are provided to all employees referred by others or upon self-referral;

(m) Overseeing coordination and follow-up of employee rehabilitation through communication with community treatment resources;

(n) Hiring and supervising contractors, personnel, and other resources in order to accommodate EAP needs;

(o) Establishing and maintaining budgetary needs to accomplish program effectiveness.

(4) The EAP Coordinator is responsible for:

(a) The implementation and operation of the EAP within his/her local area (field/Headquarters).

(b) Providing short-term counseling and referral services to all employees referred to the EAP by others or upon self-referral.

(c) Providing consultation with supervisory staff concerning the identification and management of employees with problems that may be adversely affecting job performance.

(d) Providing educational materials and training to supervisors in order to familiarize them with their roles and responsibilities within the program.

(e) Publicizing the EAP and ensuring that all employees are aware of the services available.

(f) Coordination with the DDP Coordinator in order to educate employees about illegal drug abuse in the workplace and the relationship between the DDP and the EAP. (EAP Coordinators are not to be assigned any responsibilities or duties directly under the DDP which would involve the actual drug testing of employees.)

(g) Referring employees in need of assistance to community treatment/rehabilitation resources and monitoring the employee's progress, through appropriate follow-up, during and after the rehabilitation period.

(h) Adhering to all policies and procedures set forth in the EAP policy and all supporting federal directives. This includes strict adherence to federal confidentiality regulations and other standards of ethical practice.

(i) Preparing and submitting to the EAA biannual statistical accomplishment reports on employee participation in the program. Information provided in these reports will be for statistical purposes only and will not contain any data that would either directly or indirectly reveal the identity of a participating employee.

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(j) Conducting periodic evaluations of program effectiveness and, when appropriate, providing feedback to management officials and the EAA.

(k) Maintaining a local listing/register of community rehabilitation and treatment resources utilized for the referral of employees and/or their family members in need of such assistance.

(l) Periodically visiting community treatment/rehabilitation resources for assessment and quality assurance purposes.

(m) Maintaining his/her skills and the knowledge base necessary for the effective delivery of EAP services, by participation in continuing education programs.

**EffDte: 03/16/1995 MCRT#: 387 Div: D3 Cav: SecCls:

| 15-3.3.1 Employee Responsibility/Self-Referral Procedure

(1) Employees who suspect that their work performance has been negatively affected by an emotional, behavioral, alcohol, or drug abuse problem are encouraged to contact the EAP. In addition, EAP services are offered to the members of an employee's family, to the extent feasible, who may also need assistance with a personal problem. Employees seeking assistance can contact the EAP Coordinator in their respective field office/division or the EAA at FBI Headquarters. Communications between an employee's family members and EAP personnel are subject to all applicable confidentiality requirements previously cited in 15-3.2(8).

(2) When an employee in good faith voluntarily seeks EAP assistance for an illegal drug abuse problem, EAP personnel will not require the employee to waive his/her right to confidentiality before assistance will be provided. These employees, however, must remain drug free as a subsequent finding of illegal drug use will result in the initiation of disciplinary action as detailed in the DDP. Furthermore, if the employee's illegal use of drugs comes to the attention of management subsequent to the employee's receiving EAP assistance or successfully completing a rehabilitative program, no disciplinary action will be taken against the employee for illegal drug use. For example: The employee is treated, rehabilitated, and returned to work. One year later management is informed of the employee's previous drug use for which he/she was treated the previous year. No disciplinary action can be taken against this employee.

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15-3.3.2 On-Call Schedule

(1) In the event of an emergency during after-duty hours, all employees and their family members are authorized to contact the FBIHQ EAP on-call counselor.

(2) A monthly schedule of counselors on call will be forwarded to the Assistant Director of the Personnel Division and the FBIHQ switchboard.

(3) The switchboard operator will connect the caller directly to the counselor on call that evening.

(4) All major emergencies must be fielded through the EAP Administrator.

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15-3.4 Implementation of the Program

(1) Personnel in charge of field offices and regional support centers are responsible for:

(a) Designating an individual to serve, on a full-time or part-time basis, as an EAP Coordinator. To avoid potential conflicts of interest, the EAP Coordinator (or counselor) or anyone administering the EAP should not also be assigned the responsibilities of Security Countermeasures Program Manager and/or Security Officer. (See MIOG, Part I, 261-1.)

(b) Knowing the Federal confidentiality regulations cited in this manual section and ensuring that EAP Coordinators adhere to these requirements and other standards of ethical practice.

(c) Ensuring that EAP Coordinators are allowed sufficient time, as part of their official duties, to effectively implement the program.

(d) Providing the necessary space, equipment and other resource needs required to ensure individual confidentiality and the accomplishment of program goals.

(e) Ensuring that employees under their supervision in need of EAP services are referred to the EAP Coordinator for assistance.

(f) Providing for the training of managers, supervisors, and employees concerning their roles within the program and publicizing the services that are available.

(g) Allowing EAP Coordinators the opportunity to

participate in continuing education programs in order to maintain their skills and the knowledge base necessary for the effective delivery of services.

(2) This program should not be construed as a relaxation of FBI standards of conduct. FBI policy continues to require that employees should never cause themselves to be mentally or physically unfit for duty.

(3) While Public Law 91-616 and Merit Systems Protection Board decisions generally require rehabilitation efforts to be made before disciplinary action for unsatisfactory job performance be taken, they do not preclude agency action if rehabilitation fails, is refused, if job performance does not improve, or either actions or activities are present and constitute employee misconduct.

(4) No employee's job security will be threatened by self-referral for counseling or referral assistance provided by the EAP staff.

**EffDte: 11/15/1993 MCRT#: 139 Div: D3 Cav: SecCls:

|15-3.4.1 FBI's Critical Incident Response Program

| (1) Basic Definitions

| (a) Critical Incident - A turning point event. A
| critical incident is often called a crisis event. A critical
| incident is any event which has a stressful impact sufficient enough
| to overwhelm the usually effective coping skills of either an
| individual or a group. Critical incidents are typically sudden,
| powerful events which are outside of the range of ordinary human
| experiences. Because they are so sudden and unusual, they can have a
| strong emotional effect even on well-trained, experienced people. If
| the critical incident is extreme in nature, it may serve as the
| starting point for the psychiatric disorder called "Post-Traumatic
| Stress Disorder."

| (b) Post-Traumatic Stress Disorder (PTSD) - A
| psychiatric disorder which may result from exposure to traumatic
| events and critical incidents. Symptoms include flashbacks related
| to the event, sleep difficulties, problems in concentration,
| withdrawal, difficulty controlling anger and problems in
| relationships. PTSD is common in professionals who are routinely
| exposed to traumatic events in the course of their employment and may
| be mistaken for depression. PTSD negatively impacts the ability of a
| professional to function effectively at their job.

| Research demonstrates that PTSD can be reduced significantly by
| pre-incident education programs and by debriefings provided by
| Critical Incident Stress Management Teams. Individuals who are
| experiencing PTSD can have symptoms reduced or eliminated, often

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| quickly, by experienced mental health professionals who have
| been trained in techniques to treat PTSD.

| (c) Debriefing - Generic term for the Critical
| Incident Stress Debriefing process developed by Dr. Jeffrey T.
| Mitchell (see (d)).

| (d) Critical Incident Stress Debriefing (CISD) - A
| group meeting or discussion about a distressing critical incident.
| Based upon core principles of crisis intervention, the CISD is
| designed to mitigate the impact of a critical incident and to assist
| the personnel in recovering as quickly as possible from the stress
| associated with the event. The CISD is run by a specially trained
| FBI team which includes a mental health professional and peer support
| personnel.

| (e) Critical Incident Stress Management (CISM) - A
| wide range of programs and intervention strategies which have been
| designed to prevent stress in emergency personnel and to assist them
| in managing and recovering from significant stress should they
| encounter it in their work. CISM is much broader than just Critical
| Incident Stress Debriefings (CISD). It contains many special
| programs and strategies including pre-incident education, significant
| other support programs, individual consults, peer counseling, initial
| discussions, crisis intervention training, disaster preparedness, and
| disaster assistance programs. The best way to think of CISM is as a
| comprehensive approach to stress management. CISD is only one of the
| many techniques under the heading of CISM.

| (f) On-Scene Support Services - Whenever direct
| support services are provided at the scene of a traumatic incident,
| while the event is still going on, the services are called "on-scene"
| support services. There are three basic supports which are provided
| at the scene: 1) brief interventions with FBI personnel who are
| showing significant signs of distress, 2) advice and counsel to the
| commanders, and 3) assistance to victims, survivors and family members
| who are directly involved with the incident. On-scene services are
| provided by trained FBI peer support personnel. It is extremely
| important to remember that no group services are ever provided at the
| scene since group services at the scene will invariably cause more
| distress in the personnel. On-scene support services to FBI
| personnel are limited to one-to-one contacts, not groups.

| (g) Spouse and Significant Other Support Services -
| Support for the emergency services personnel is inadequate unless it
| also includes special support services for the spouses and
| significant others. Greater emphasis is being placed on the loved
| ones of the emergency worker. They also hurt and are indirectly
| negatively impacted by the same traumatic events which affect the
| emergency services personnel (tertiary victims). Many CISM teams are
| adding significant others to the teams in order to better serve the
| loved ones of emergency personnel who have been distressed by the
| traumatic events. Many special programs already exist to assist the
| significant others of emergency personnel. There are educational
| programs, debriefings after traumatic events, small ongoing support
| groups, grief seminars and family fairs.

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| (h) Follow-Up Services - Every time an on-scene
| support service, a defusing or a debriefing is provided, it is
| necessary to follow these actions up with one or more types of
| follow-up services. Follow-up services include telephone calls,
| office visits, chaplain contacts, small group meetings, contacts with
| SACs, peer visits, one-on-one services, family contacts, referral for
| professional contact and any number of other helpful outreach
| programs which can be thought of in the aftermath of a tragic event.

| (2) General Principles of Critical Incident Stress
| Debriefing (CISD):

| (a) CISD is not psychotherapy.

| (b) Following most well-defined and delineated
| traumatic events, the ideal time for a debriefing is after the first
| 24 hours and before 72 hours. There will, of course, be some
| variation on the best time for a debriefing depending on the nature
| of the event, the level of distress in the personnel, schedule
| considerations, the needs of the group, and the demand of the job.
| Some debriefings, particularly those for line-of-duty deaths, may be
| provided before the end of the first day. Certainly, many debriefings
| have been given much later than the 72-hour time frame because
| circumstances warranted a later debriefing. In the final analysis,
| debriefings are ideally utilized when the participants are most
| psychologically receptive.

| (c) CISD is primarily prevention but can be used to
| mitigate post-traumatic stress as well.

| (d) CISD accelerates the rate of normal recovery, in
| normal people, who are having normal reactions to abnormal events.

| (e) CISD is not an operational critique of a crisis
| situation or traumatic event.

| (3) The Employee Assistance Unit (EAU), under the
| auspices of the FBI, has advanced the initiative to better safeguard
| and promote the psychological well-being of its employees following a
| critical incident through the Critical Incident Response
| Program/Critical Incident Stress Management (CISM).

| (4) Critical Incident Response Teams

| In June, 1995, the FBI instituted four Critical Incident
| Response Teams throughout the United States for immediate response to
| critical incidents which include, but are not limited to:

| (a) Death of employee, spouse, or family member

| (b) Major disaster or man-made catastrophe
| (earthquake, bombing, etc.)

| (c) Taking a life in the line of duty

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- | (d) Suicide of an employee, spouse, or family member
- | (e) Violent traumatic injury to an employee
- | (f) Witnessing/handling multiple fatalities
- | (g) SWAT operation where dangers are present
- | (h) Hostage taking/barricaded suspect negotiation
- | (i) Observing an act of corruption, bribery, or other
| illegal activity by a fellow worker
- | (j) Suspension and/or threat of dismissal

| (5) The purpose of the FBI's CISM policy is to afford
| those individuals who were exposed to critical incidents (shooting,
| death, or serious injury, suicide, homicide, hostage situation,
| Special Weapons And Tactics (SWAT) activities, etc.) a confidential
| program that will mitigate the adverse effects of the critical
| incident through peer counseling, CISD, defusing, family assistance
| and support, and follow-up services. Like EAP, the CISM is available
| to help all employees and their family members readjust to life
| following a traumatic incident.

| (6) CISDs/defusings will be provided to the individual or
| group of individuals exposed to or experiencing a critical incident.
| This will be decided by the EAU after consultation with the
| appropriate division head. Debriefings are most effective when they
| are mandatory because individuals who are the most traumatized by an
| incident are usually the most resistant to talking about their
| reactions.

| (7) The trauma of a critical incident is catastrophic to
| the person experiencing the event. A critical incident is not only
| one single situation in a person's life, but it can also be a series
| of events which add up to cumulative stress. No two individuals have
| the same reaction to a critical incident. One-third have a serious
| reaction; one-third have a medium reaction; and one-third have a
| minimal reaction. How an individual responds to a critical incident
| depends upon the nature and extent of the emotional baggage he or she
| is carrying. The failure to resolve personal issues often leads to a
| variety of negative patterns. Some individuals overreact to
| perceived threats; some underact to clear dangers; and, for some,
| neither real nor perceived threats evoke any discernible reaction.
| While some employees quit the job prematurely, others develop
| discipline problems due to increased absenteeism, burnout, stress
| disorders, alcohol abuse problems or a host of other personal
| problems that can interfere with functioning at home and on the job.

| (8) Agents are given training, firearms and bulletproof
| vests to equip them to survive critical incidents. The FBI also has
| the responsibility to equip its employees so they are able to deal
| constructively with and survive the emotional aftermath of critical
| incidents. A CISM program represents a set of interventions that can
| help FBI employees cope with emotional effects of a critical

| incident.|

**EffDte: 09/21/1998 MCRT#: 829 Div: D3 Cav: SecCls:

| |15-3.5 Confidentiality of Information

| The law requires that information relating to the identity
| diagnosis, prognosis, or treatment of an employee, which is developed
| and maintained in connection with an EAP function, is confidential and
| may be released to others only under the following circumstances:

| (1) With employee's written consent.

| (a) This includes disclosures about the fact that an
| employee has ever contacted EAP personnel, participated in the program
| in any way or about any information regarding the employee's problem,
| unless the employee consents to such disclosure in writing. EAP
| personnel must discuss this issue during their first contact with an
| employee to determine the extent and nature of information, if any, to
| be disclosed to supervisors and/or management officials.

| (b) Persons authorized to receive information
| provided for in an initial disclosure are prohibited from making any
| redisclosure of this information unless further disclosure is
| expressly permitted by written consent. This prohibition includes
| disclosures by EAP personnel to supervisors, management officials,
| and/or community treatment resources.

| (c) Example of circumstances when disclosure can be
| made with employee consent are:

- | 1. For purposes of diagnosis, treatment, and
| rehabilitation (e.g., referral to community resources).
- | 2. To an employee's attorney.
- | 3. To an employee's family.
- | 4. To an insurance company, third-party payers,
| or other funding sources; and
- | 5. To a supervisor or management official.

| In all of the above situations, EAP personnel must ensure that
| consent was given voluntarily and granting the request for disclosure
| will not be harmful to the employee or the EAP's capacity to provide
| services.

| (2) Without employee written consent:

| (a) These conditions are purposely limited and
| include medical emergencies and court orders.

| (b) If the EAP Coordinator believes:

| 1. The employee's mental or physical condition
| is a threat to the employee's safety or to the safety of others or
| would otherwise affect the national security or law enforcement
| operations; or

| 2. The employee's behavior in conjunction with
| his/her problem undermines the investigative process, the EAP
| Counselor should immediately advise the EAA at FBI Headquarters an
| appropriate action will be determined.|

**EffDte: 02/14/1992 MCRT#: 0 Div: D3 Cav: SecCls:

| 15-4 |DELETED|

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

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SECTION 16. SERVICES AVAILABLE TO EMPLOYEES

**EffDte: 02/28/1978 MCRT#: 0 Div: D3FD Cav: SecCls:

| 16-1 | DELETED|

**EffDte: 06/21/2001 MCRT#: 1124 Div: D3 Cav: SecCls:

| 16-1.1 | Deleted|

**EffDte: 12/06/1999 MCRT#: 938 Div: D3 Cav: SecCls:

| 16-1.2 | Deleted|

**EffDte: 12/06/1999 MCRT#: 938 Div: D3 Cav: SecCls:

| 16-1.3 | Deleted|

**EffDte: 12/06/1999 MCRT#: 938 Div: D3 Cav: SecCls:

| 16-1.4 | Deleted|

**EffDte: 12/06/1999 MCRT#: 938 Div: D3 Cav: SecCls:

| 16-1.5 | Deleted|

**EffDte: 06/21/2001 MCRT#: 1124 Div: FDD3 Cav: SecCls:

| 16-1.6 | Deleted|

**EffDte: 06/21/2001 MCRT#: 1124 Div: D3 Cav: SecCls:

16-1.7 Deleted

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**EffDte: 04/23/1991 MCRT#: 0 Div: D3 Cav: SecCls:

| 16-1.8 | Deleted

**EffDte: 06/21/2001 MCRT#: 1124 Div: D3 Cav: SecCls:

16-2 HOUSING (FIELD)

Housing registers in field offices need not be maintained except in those areas where housing facilities are so scarce that a register or guide is necessary to assist employees coming to that office in finding suitable housing. The necessity of maintaining such a register is left to the SAC. If the register is maintained, set a tickler to review the situation at least once each year. Each SAC should endeavor to ensure that employees are not living in disreputable or questionable quarters. If the register is maintained, following instructions apply:

(1) The register should contain a list of those apartment developments where furnished and unfurnished apartments are available. Liaison should be maintained with the management of larger apartment projects for the purpose of assisting Bureau personnel, particularly Agents on transfer to field offices, to obtain suitable living accommodations.

(2) This register should contain a list of private homes where suitable furnished rooms may be obtained for both male and female personnel. In those cities where business residences for female employees are in existence, female employees arriving on transfer or entering on duty from other areas of the country may have the opportunity to secure suitable accommodations. It shall be the responsibility of the SAC to arrange for inspection of places recommended to personnel for housing, and the names of individuals operating rooming houses or residences should be checked through office indices.

(3) This register should contain a list of hotels in the field office territory so that accommodations may be secured for Bureau personnel desiring hotel rooms.

(4) In larger field offices, it may be helpful to have available a photocopied list of apartment developments to provide employees on transfer so that it may be used as a guide in seeking suitable living quarters.

**EffDte: 04/23/1991 MCRT#: 0 Div: D3 Cav: SecCls:

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16-3 BUREAU-APPROVED RECREATIONAL ASSOCIATION

**EffDte: 09/25/1987 MCRT#: 0 Div: D3 Cav: SecCls:

16-3.1 General

(1) Employees of FBI Headquarters (FBIHQ), field offices, resident agencies, or Legats may join together and form a Recreation Association (RA). Each office's association may be operated separate and distinct from any other association.

(2) The purpose of the association shall be to promote and encourage athletic, social, and welfare activity among all members thereof so that there may exist among the FBI employees who are association members a realization of their common interests and goals as well as a feeling of good fellowship and a spirit of camaraderie. So that these objectives may be achieved, the RA of each office shall sponsor and/or encourage athletic, recreational, and welfare activities.

(3) This association shall not knowingly operate in violation of the regulations and/or policies of the FBI. Employees are not to participate in recreational-type activities, i.e., athletic, social, etc., during their official working hours. The association shall look to the FBI for guidance to ensure that the activities of the association do not violate the regulations and/or policies of the FBI. This shall be accomplished by reference to established written codifications and sources of FBI regulations and policies such as the FBI's manuals of regulations and memoranda, and through seeking the advice of FBIHQ whenever such written codifications are not available or applicable.

**EffDte: 09/25/1987 MCRT#: 0 Div: D3 Cav: SecCls:

16-3.2 FBIRA Membership

(1) All FBI employees working at Headquarters, a field office, resident agency, or Legat, shall be eligible to join an RA operating in that office. Depending on the nature of the association's activities, the association may restrict membership to those paying membership dues, which are to be established by the individual association, board, or executive committee. Membership in a field office association does not necessarily afford members the rights or benefits available to other field office association members; each local association may restrict its benefits to current FBI employees who are assigned to the particular field office and are members of that office's association. However, nothing is to preclude any RA from using its organization to notify other

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employees in other offices of recreational activities, or other information of interest to such employees.

(2) Each local association should determine when the membership drive should begin and should have procedures in place for the election of association officers and/or Board of Directors.

**EffDte: 09/25/1987 MCRT#: 0 Div: D3 Cav: SecCls:

16-3.3 FBIRA Funds

(1) If any local association collects money from dues, bake sales, sales of FBI memorabilia, or the like, the association must maintain records and books for such income and expenditures in line with appropriate accounting practices. These records and books will be reviewed by the Inspection Division audit staff during each office's inspection process.

(2) Each local association earning profits or income from its operation must properly report such income to the state income tax entity (if appropriate) and to the Federal Internal Revenue Service (IRS). It should be noted that field office associations, if they restrict the source of their income and limit their membership to only local FBI employees, may qualify as a tax exempt organization, and after receiving that status from IRS will not need to file taxes with IRS thereafter. They should also seek tax exempt status from the state and local taxing authorities and operate accordingly.

(3) FBIRA funds are to be used to promote office recreational and social activities for FBIRA members. The FBIRA fund may be used to purchase flowers or gifts in the event of illness, hospitalization, or death of member/employees. Gifts in lieu of flowers may include items like books or fruit, or, in case of death, cards or contributions to favorite charities. Gifts from FBIRA funds are not to be provided in connection with resignations, retirements, promotions, transfers, departures on military leave or maternity reasons, weddings, birthdays, baby showers, and the like. However, FBIRA funds can be expended to buy plaques or gifts recognizing employees who have volunteered their time and effort in connection with RA activities.

**EffDte: 08/24/1987 MCRT#: 0 Div: D3 Cav: SecCls:

16-3.4 Formal Organization

(1) A field office association should adopt a constitution and bylaws. The constitution, at a minimum, should set forth the association's purpose, eligibility for membership in the association, the governing body and how they are elected/appointed,

| the existence of bylaws, provisions for amending the constitution and
| bylaws.

| (2) The bylaws should explain in detail the following:

| (a) eligibility for membership in the field office
| association;

| (b) officers of the association, how they are
| elected/appointed, and their responsibilities; the existence of an
| executive committee, if any, and its functions and responsibilities;

| (c) sources of the RA's income and provisions for
| approval of each expenditure;

| (d) provisions for maintenance of financial
| records and timely filing of tax returns;

| (e) provisions for the auditing of each office's
| financial records; and

| (f) language reflecting that the activities of the
| association must conform with Bureau regulations and policies. |

**EffDte: 08/24/1987 MCRT#: 0 Div: D3 Cav: SecCls:

16-3.5 Merchandising

(1) The use of the FBI name, initials, and seal are governed by federal laws and regulations. Title 18, United States Code (USC), Section 709, prohibits, without the written permission of the Director, the use of the name or initials "FBI," or any colorable imitation of such words or initials in any manner which reasonably conveys the impression that the FBI approves, endorses, or authorizes a particular product or business.

(2) In conjunction with this, Title 41, Code of Federal Regulations, Section 128-1.5007(b), provides that "requests for permission to reproduce the seal(s) of the FBI... shall be referred to the head of the Departmental organization for decision." It has been the position of the Bureau to deny all requests for commercial reproduction of the FBI's name and initials where a particular product was to be marketed to the public at large.

(3) The Washington Metropolitan FBIRA has authorization from the Director to market various items bearing the FBI's seal, badge, name, and initials through the Washington Metropolitan FBIRA Store. The use of a single authorization source ensures the integrity of items purchased by Bureau employees. Therefore, all field office FBIRAs must obtain from the Washington Metropolitan FBIRA a copy of the necessary procedures for purchase of items either from the Washington Metropolitan FBIRA Employee Store, Room 8704, 935

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Pennsylvania Avenue, NW, Washington, DC 20535-0001, or directly from the Washington Metropolitan FBIRA-approved vendors. Only the Washington Metropolitan FBIRA may approve vendors. Authority to approve the use of the FBI's seal, badge, name, and initials on merchandise sold at the FBI Academy PX, Quantico, Virginia, has been | delegated to the Assistant Director, Training Division. |Requests to | use FBI indicia and violations of related federal laws should be | coordinated with the Administrative Law Unit, Office of the General | Counsel. |

(4) All offices should be alert to the unlawful use of the FBI seal or initials on products without authorization. Any violations should be referred to the Criminal Investigative Division to determine whether there is a violation of Title 18, USC, Section 709.

**EffDte: 07/15/2002 MCRT#: 1212 Div: D9 Cav: SecCls:

16-4 LITERATURE

**EffDte: 08/24/1987 MCRT#: 0 Div: D3 Cav: SecCls:

| 16-4.1 |Deleted|

**EffDte: 12/06/1999 MCRT#: 938 Div: D3 Cav: SecCls:

16-4.2 Recreational Literature

| The Personnel|Assistance|Section receives and distributes literature and announcements on various non-Bureau social functions being held in the Washington area to the various divisions. It is the responsibility of the various division heads to ensure that material is properly posted and that the bulletin boards are maintained in a current condition.

**EffDte: 12/06/1999 MCRT#: 938 Div: D3 Cav: SecCls:

16-4.3 Distribution of Literature

All floaters and announcements of FBIRA activities are distributed to FBIHQ division heads and field offices for information of employees by the FBIRA activity promoter.

**EffDte: 04/23/1991 MCRT#: 0 Div: D3 Cav: SecCls:

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| 16-5 FBI HEALTH CARE PROGRAMS UNIT: J. EDGAR HOOVER (JEH) F.B.I. BUILDING AND FIELD OFFICES |(See MAOP, Part 1, Section 24.)|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| 16-5.1 |Deleted|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| 16-5.1.1 |Moved to 24-1|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| 16-5.1.2 |Moved to 24-1.1|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| 16-5.1.3 |Deleted|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

| 16-5.2 |Moved to 24-1.2|

**EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

16-6 VOLUNTEER BLOOD DONORS

**EffDte: 04/23/1991 MCRT#: 0 Div: D3 Cav: SecCls:

16-6.1 American Red Cross

Through arrangements with the American Red Cross Blood
| Center, the Personnel|Assistance|Section of the|Administrative

| Services|Division schedules and operates bloodmobiles in the JEH Building for employees desiring to donate blood at the American Red Cross.

**EffDte: 12/06/1999 MCRT#: 938 Div: D3 Cav: SecCls:

16-6.1.1 Benefits

Since the Bureau is an active participating member of the Red Cross blood donor program, blood is furnished free of charge when needed to Bureau employees and relatives defined as spouse, parent, minor child of a donor or a participant, or any other relative living in the same household and economically dependent upon the employee. Employees may secure blood replacements when needed, by contacting their supervisors or the central blood donor representative. The person hospitalized must advise the hospital that the Red Cross should be notified if blood is needed.

**EffDte: 04/23/1991 MCRT#: 0 Div: D3 Cav: SecCls:

16-6.1.2 Requirements

An employee may donate every eight weeks, but only five times in any 12-month period. A donor is accepted from ages 18 through 65; however, from 18 to 21 years, a parent's permission is required unless the donor is married or living away from parental household and self-supporting. A permit must be presented at the center for each time a minor donates. This permit, as well as additional information as to the medical history requirements, may be obtained from the blood donor representative in either the
| Personnel|Division or the|Criminal Justice Information
| Services|Division.

**EffDte: 04/21/1994 MCRT#: 226 Div: D3 Cav: SecCls:

16-6.1.3 Field Offices

Field offices should ensure that employees are made aware of and encouraged to participate in the blood donor program. In the offices in which no blood donor program is available, periodic contact should be made with the American Red Cross or similar facility to determine if a program is being established. FBIHQ should be advised of any change.

**EffDte: 11/28/1983 MCRT#: 0 Div: D3 Cav: SecCls:

| 16-6.2 | Deleted |

**EffDte: 11/28/1983 MCRT#: 0 Div: D3 Cav: SecCls:

16-6.3 Leave

| No leave is to be charged for the time necessary for|the|
| purpose of donating blood. |At FBIHQ, each employee who
| successfully completes a blood donation is authorized to receive
| two hours of administrative leave for recuperative purposes
| immediately following his/her blood donation. A slip certifying
| the donation is to be provided as each donor leaves the donation
| area. The administrative leave is intended to be used
| immediately following a donation; however, employees and their
| supervisors may arrange a more mutually convenient time that day
| to use the leave if Bureau needs prevent the leave from being
| immediately used. Since the leave is being granted for
| recuperative purposes, it is not to be used beyond the day it is
| granted. Other FBI offices which host or regularly participate
| in blood donor programs may establish a similar grant of
| recuperative administrative leave along these guidelines. |

**EffDte: 06/21/2001 MCRT#: 1123 Div: D3 Cav: SecCls:

16-7 FEDERAL EMPLOYEES' GROUP LIFE INSURANCE (FEGLI)

**EffDte: 11/28/1983 MCRT#: 0 Div: D3 Cav: SecCls:

16-7.1 General Information

(1) Group life insurance first became available to federal employees by law effective August 29, 1954. Effective February 14, 1968, all eligible employees (including those who previously waived coverage) were permitted to acquire Regular Insurance coverage of (a) a minimum of \$10,000, if they earned less than \$8,000 per year, or (b) their annual salary (rounded to the next highest \$1,000) plus \$2,000, if they earned \$8,000 or more per year. Employees covered by Regular Insurance could also elect Optional Insurance of an additional \$10,000. Effective April 1, 1981, all previous enrollments and waivers of FEGLI were cancelled, and all eligible employees were permitted to acquire Basic (formerly Regular Insurance), Option A - Standard (formerly Optional Insurance), Option B - Additional, and Option C - Family. Open enrollment periods, during which eligible employees could enroll or change their FEGLI

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| coverage without restriction, were held in|1985, 1993, and 1999;|
| those actions took effect August 1, 1985,|May 30, 1993, and
| April 23, 2000,|respectively. A limited open enrollment period took
| place in 1995 which allowed employees who had previously waived FEGLI
| coverage to enroll only for FEGLI Basic coverage; those enrollments
| became effective the first day of the first pay period after they were
| processed by FBIHQ. |(See 16-7.4 (2).)|

(2) FEGLI Basic coverage is equal to an employee's annual basic pay (rounded to the next highest \$1,000) plus \$2,000. Locality pay authorized by the Federal Employees' Pay Comparability Act of 1990 is included in basic pay, as is Availability Pay for Special Agents. Basic coverage has an Accidental Death and Dismemberment feature which is equal to the basic insurance amount at the time of an employee's accidental death, or varying percentages in the event of loss of
| |vision or limbs.| This feature is discontinued at retirement. An
| extra benefit is given to employees under age 45 at no cost.
| Beneficiaries of employees who die under age 36 receive double the
| amount of Basic coverage. The extra benefit payable to beneficiaries
| of employees who die between|ages|36 and 44 is reduced by 10 percent
| for each year over age 35 at the time of death; no extra benefit is
| payable if an employee dies after reaching age 45. The extra benefit
| is not subject to Accidental Death and Dismemberment coverage.
| Employees who have Basic coverage may also be covered by Options A, B,
| and C. Option A - Standard provides \$10,000 of coverage. Like Basic,
| Option A - Standard has Accidental Death and Dismemberment coverage
| which is discontinued at retirement. Under Option B - Additional,
| employees may elect an amount equal to one, two, three, four, or five
| times their annual basic pay (rounded to the next highest \$1,000).
| Accidental Death and Dismemberment coverage is not included in Option
| B - Additional. Option C - Family insures the employee's spouse for
| |a minimum of|\$5,000 and each of the employee's eligible children under
| |age 22 for|a minimum of|\$2,500. |An employee electing Option C -
| |Family may elect amounts of coverage equal to one, two, three, four,
| |or five times the minimum amounts stated above.| Children incapable of
| self-support are eligible for coverage after age 22. Accidental Death
| and Dismemberment coverage is not included in Option C - Family.

**EffDte: 04/20/1999 MCRT#: 889 Div: D3 Cav: SecCls:

16-7.2 Cost of FEGLI Coverage

(1) The cost per biweekly pay period of FEGLI Basic
| insurance to employees is|\$0.155|per \$1,000 of coverage. This
| represents two-thirds of the Basic premium; the government pays the
| other third.

(2) The cost per biweekly pay period of Option A -
| Standard insurance to employees is the full cost of the premium and
| varies by age as follows: (See MAOP, Part 1, 16-7.7(2).)

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AGE GROUP	\$10,000 INSURANCE
Under age 35	\$0.30
Ages 35 - 39	0.40
Ages 40 - 44	0.60
Ages 45 - 49	0.90
Ages 50 - 54	1.40
Ages 55 - 59	2.70
Ages 60 - 64	6.00
Ages 65 - 69	6.00
Age 70 and over	6.00

(3) The cost per biweekly pay period of Option B - Additional insurance to employees is the full cost of the premium and varies by age as follows: (See MAOP, Part 1, 16-7.7 (3) and 20-28.4.)

Age Group	Withholding per \$1,000 Insurance
Under age 35	\$0.03
Ages 35 - 39	0.04
Ages 40 - 44	0.06
Ages 45 - 49	0.10
Ages 50 - 54	0.15
Ages 55 - 59	0.31
Ages 60 - 64	0.70
Ages 65 - 69	0.70 (1999), 0.90 (after)
Age 70 and over	0.70 (1999), 1.40 (after)

(4) The cost per biweekly pay period for each multiple of Option C - Family insurance to employees is the full cost of the premium and varies by age as follows: (See MAOP, Part 1, 16-7.7(4).)

Age of Employee	Withholding per multiple (\$5,000 spouse, \$2,500 child)
Under age 35	\$0.27
Ages 35 - 39	0.34
Ages 40 - 44	0.46
Ages 45 - 49	0.60
Ages 50 - 54	0.90
Ages 55 - 59	1.45
Ages 60 -64	2.60
Ages 65 - 69	2.60 (1999), 3.00 (after)
Age 70 and over	2.60 (1999), 3.40 (after)

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16-7.3 Electing FEGLI Coverage (See MAOP, Part 1, 16-7.5(5).)

Employees are automatically under FEGLI Basic coverage

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upon entry-on-duty and will remain so unless they complete a Standard Form (SF) 2817 to decline such coverage. Within 31 days after entry-on-duty, employees should complete a SF-2817 to indicate whether they desire to keep FEGLI Basic coverage, and if so, whether they want to elect any or all of the options. A copy of the completed SF-2817 is filed in the employee's Official Personnel Folder at FBIHQ. Once completed, this form must be promptly forwarded with the other entry-on-duty forms to the Administrative Services Division for processing. Employees may also elect Basic and/or any optional coverages during any FEGLI Open Season designated by the United States Office of Personnel Management (OPM). However, employees eligible to participate in the 1995 Open Season were limited to enrolling only in FEGLI Basic coverage. During the 1999 Open Season, employees made their FEGLI elections on a special FEGLI 1999 Open Enrollment Election Form (Form RI 76-27) rather than the SF-2817.

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16-7.4 Effective Dates of Coverages

(1) FEGLI Basic coverage is effective on an employee's first day in pay and duty status. Coverage under Options A, B, and C is effective on his or her first day in pay and duty status occurring on or after the date the completed SF-2817 is received at FBIHQ.

(2) FEGLI Open Season changes are effective on the first day of the first pay period following the date prescribed by OPM and following a pay period in which the employee was in both pay and duty status for at least half of his or her tour of duty. However, no date was prescribed for enrollments in the 1995 Open Season; those enrollments took effect under the provisions of Section 16-7.4(1) above. (See 16-7.1 (1) above re effective date of 1999 Open Season.)

(3) A waiver of coverage by a new employee is effective the day his or her SF-2817 is received at FBIHQ, if it is received during the employee's first pay period. If an SF-2817 waiving any FEGLI coverage is received after an employee's first pay period, the waiver is effective on the last day of the pay period in which it is received at FBIHQ. (See MAOP, Part I, 16-7.9.1.)

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16-7.5 Conditions for Changing Elections

(1) Employees who waive coverage and later decide to request Basic and/or any of the options may do so during a FEGLI Open Season regardless of age or medical condition; however, they must enroll in or maintain Basic coverage in order to elect any option. At times other than an Open Season, an employee who desires to cancel a

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| previous waiver of Basic, Option A, and/or Option B, |or to add as many
| multiples of Option B as desired without changing family status, |can
| do so only if (a) at least one year has passed since his or her last
| change in FEGLI coverage, and (b) the employee provides satisfactory
| evidence of insurability. To meet the latter requirement, the
| employee should have a physician complete an SF-2822 (Request for
| Insurance); the cost of any examination given to complete this form is
| the responsibility of the employee.

| The employee should notify the |Administrative Services |Division in
| writing of his or her desire to cancel a previous FEGLI waiver so that
| an SF-2822 may be provided to him or her.

| (2) Employees may waive any FEGLI |coverage, or reduce the
| number of multiples previously elected under Option B and/or Option
| C, |by completing an SF-2817 to show what coverages, if any, they
| choose to keep in force.

| (3) Upon marriage, or the birth, adoption, or other
| acquisition of an eligible child, employees who have Basic coverage
| may enroll under Option B - Additional. The number of salary
| multiples of Option B coverage an employee may elect is limited to the
| number of eligible family members the employee acquires with the
| qualifying event. For example, an employee who marries someone with
| no children may elect one multiple of Option B, while an employee who
| marries someone with three children who become the employee's
| stepchildren may elect four multiples. A married employee who
| previously had no Option B coverage and who |acquires a child |may
| elect one multiple, not two. If an employee already has Option B
| coverage and either marries or acquires new children, he or she may
| elect as many additional multiples of Option B (up to the maximum of
| five) as the number of family members he or she acquired with the
| qualifying event. |If an employee loses his or her spouse by death or
| divorce, he or she may elect as many additional multiples of Option B
| (up to the maximum of five) as he or she has dependent children. For
| example, an employee who divorces and who has three children may elect
| up to three additional multiples for this event. | No SF-2822 is
| required to make these changes in Option B coverage; however, the
| employee must file a new SF-2817 to make the changes within 60 days
| after the date of the qualifying event.

| (4) Employees who have Basic coverage are eligible to
| enroll |or increase multiples of coverage |under Option C - Family after
| marrying or acquiring an eligible child. |The number of multiples of
| Option C coverage an employee may elect is limited to the number of
| eligible family members the employee acquires with the qualifying
| event (up to the maximum of five). If an employee loses his or her
| spouse by death or divorce, he or she may elect as many additional
| multiples of Option C (up to the maximum of five) as he or she has
| dependent children. | No SF-2822 is required to |make these changes
| in Option C coverage; |however, an employee must file a new SF-2817 to
| |make the changes |within 60 days after the date of the qualifying
| event.

| (5) Employees who return to federal service after a break
| in service of 180 days or more are treated as new employees for FEGLI

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purposes. This means that all previous waivers of FEGLI coverage are cancelled, and the returning employee is automatically under FEGLI Basic coverage from the date he or she returns to service. This coverage will remain in effect unless the employee waives it. As in 16-7.3 above, the employee should file an SF-2817 within 31 days after returning to service, indicating whether he or she wants to continue Basic coverage and, if so, whether he or she wants to enroll in any of the options. No SF-2822 will be required to enroll in any FEGLI coverage the employee desires under these circumstances.

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| 16-7.6 Designation of Beneficiaries (See MAOP, Part 1, 16-7.12|and 16-7.13.)|

It is not necessary to name a beneficiary if an employee wishes to have FEGLI death benefits paid in accordance with the following order of precedence:

- (1) the employee's widow or widower,
- (2) the employee's children, in equal shares, with the share of any deceased child distributed among that child's descendants,
- (3) the employee's surviving parent(s), in equal shares if both parents are living,
- (4) the duly appointed executor or administrator of the employee's estate, or
- (5) the employee's next of kin, as determined by the laws of the employee's state of domicile at the time of his or her death.

| |However, if there is a court order in effect naming a specific person
| or persons to receive life insurance benefits upon the employee's
| death, the benefits under the employee's FEGLI Basic, Option A, and
| Option B coverage will be paid to the person(s) named in the court
| order, instead of those who would otherwise be entitled under the
| order of precedence.|

| Employees who wish to name a beneficiary other than|those provided
| in the order of precedence,|or who wish to change the order of
| precedence with regard to a beneficiary named above, may file an
| SF-2823 (Designation of Beneficiary). Beneficiaries can be
| designated ONLY by filing an SF-2823, and that form must be received
| by|the Employee Benefits Unit, Administrative Services Division,|
| prior to the death of the employee. A person who signs an SF-2823 as
| a witness may not be designated as beneficiary of that FEGLI payment.
| A trust may be named as a beneficiary; such a designation must
| indicate that the FEGLI benefit is payable to the trustee or successor
| trustee, give the name of the trust (if any), and show the name(s) of

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| the person(s) who signed the trust document and the signature|date,
| and acknowledge that no further claim may be filed with FEGLI for the
| insurance benefit if the trustee is paid and then fails to distribute
| the benefit in accordance with the terms of the trust.| Any
| designation of beneficiary on an SF-2823 remains in effect until
| revoked by the employee through another SF-2823. An employee who
| simply wishes to revoke a previous designation|and thereby
| reinstitute the order of precedence|is not required to name a new
| beneficiary if he or she is satisfied with the above order of
| precedence; the revoking SF-2823 need only state, "Cancel previous
| designations."

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16-7.7 Continuation of FEGLI Coverage After Retirement (See MAOP, Part 1, 16-7.10.)

(1) Employees may continue their FEGLI Basic coverage (without the Accidental Death and Dismemberment supplement) into retirement if they (a) retire on an immediate annuity, (b) have had Basic coverage for the five years of service immediately before retiring (or all service since their FIRST chance to enroll, if less than five years), and (c) do not convert the Basic insurance into an individual policy (see Section 16-7.9.2). A retiring employee who | wants continued Basic coverage after retirement must file|Standard | Form 2818 (Continuation of Life Insurance Coverage as a Retiree or | Compensationner), |electing whether to have the Basic insurance amount reduced by 75 percent, 50 percent, or zero after he or she reaches age 65. The amount of Basic insurance carried into retirement is the amount in force on the date of separation, and that amount remains fixed until the month after the employee reaches age 65. If the 75 percent reduction has been chosen, the Basic insurance begins reducing at that point by 2 percent each month until the chosen level has been reached; the reduction is 1 percent each month if the 50 percent reduction has been chosen. Employees who elect the 75 percent | reduction will pay a premium of|\$0.3358|per \$1,000 of coverage until they reach age 65; after then, the Basic coverage is free. Employees | who elect the 50 percent reduction will pay a premium of|\$0.8558|per \$1,000 of coverage until they reach age 65; after then, the premium is \$0.52 per \$1,000 of coverage. Employees who elect no reduction will | pay a premium of|\$2.0258|per \$1,000 of coverage until they reach age 65; after then, the premium is \$1.69 per \$1,000 of coverage. Employees who desire to continue coverage under Options A, B, or C after retirement must also continue their Basic coverage.

(2) Employees may continue their coverage under Option A - Standard into retirement if they have had such coverage for the five years of service immediately before retiring (or all service since their FIRST chance to enroll, if less than five years) and if they do not convert the Option A coverage to an individual policy. Employees who retire before age 65 and continue Option A into retirement will pay the normal Option A premium for their age (see

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Section 16-7.2(2)) until they reach age 65; after then, the Option A coverage is free. At age 65, the amount of Option A coverage (\$10,000) begins to reduce by 2 percent per month until it reaches \$2,500 (a 75 percent reduction), where it remains for the rest of a covered employee's life unless cancelled.

(3) Employees may continue their coverage under Option B - Additional into retirement if they have had such coverage for the five years of service immediately before retiring (or all service since their FIRST chance to enroll, if less than five years) and if they do not convert the Option B coverage to an individual policy. At the time of retirement, employees covered by Option B must note on an SF-2818 or its accompanying attachment whether they wish to continue the amount of their Option B unreduced after age 65, or to allow it to begin reducing at age 65 by 2 percent per month for 50 months until Option B coverage ends. Employees who retire before age 65 and continue Option B into retirement will pay the normal Option B premium (per \$1,000 of coverage) for their age (see Section 16-7.2(3)) until they reach age 65. After then, employees who elected to continue Option B unreduced will continue to pay the normal Option B premium for their age; employees who elected to allow Option B to reduce will pay no further premium after reaching age 65. A retiring employee may carry into retirement only the lowest number of multiples of Option B coverage he or she had during the five years of service immediately before retiring. However, he or she may elect to reduce the number of multiples at any time before or after retirement by completing an SF-2817.

(4) Employees may continue their enrollments in Option C - Family into retirement if they have been enrolled in Option C for the five years of service immediately before retiring (or all service since their FIRST chance to enroll, if less than five years). A retiring employee may carry into retirement only the lowest number of multiples of Option C coverage he or she had during the five years of service immediately before retiring; however, those employees enrolled in Option C prior to April 24, 1999, who elect additional multiples of Option C during 1999, are still in service on April 23, 2000, and who retire before April 23, 2005, will be able to carry into retirement the number of multiples elected during 1999. As with Option B above, he or she may elect to reduce the number of multiples at any time before or after retirement by completing an SF-2817. At the time of retirement, employees covered by Option C must note on an SF-2818 or its accompanying attachment whether they wish to continue the amount of their Option C unreduced after age 65, or to allow it to begin reducing at age 65 by 2 percent per month for 50 months until Option C coverage ends. Employees who retire before age 65 and continue Option C into retirement will pay the normal Option C premium (per multiple of coverage) for their age (see Section 16-7.2(4)) until they reach age 65. After then, employees who elected to continue Option C unreduced will continue to pay the normal Option C premium for their age; employees who elected to allow Option C to reduce will pay no further premium after reaching age 65.

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16-7.8 Effect of Leave Without Pay (LWOP) on FEGLI Coverage (See MAOP, Part 1, 16-7.9.1.)

An employee on LWOP continues his or her FEGLI coverage for up to 365 consecutive days in LWOP status. No premium is due for this coverage during LWOP. The insurance terminates after 365 consecutive days on LWOP; if the employee returns to the federal service afterward in a FEGLI-covered position, the insurance he or she had at the time of termination is restored upon reentry on duty. An employee on LWOP due to a work-related injury or disease may continue FEGLI coverage as a compensationeer (see Section 16-7.10) and would not be subject to the 365-day coverage limit.

**EffDte: 04/20/1999 MCRT#: 889 Div: D3 Cav: SecCls:

16-7.9 Termination and Conversion of FEGLI Coverage

**EffDte: 05/08/2002 MCRT#: 1196 Div: D3 Cav: SecCls:

16-7.9.1 Termination

FEGLI coverages terminate when an employee files a waiver (see Section 16-7.4(3)), is separated from the Federal service, has been on LWOP more than 365 days (see Section 16-7.8), or transfers to a job where he or she is excluded from FEGLI coverage by law or regulation. The employee's FEGLI Basic and optional coverages (without the Accidental Death and Dismemberment feature) are extended without cost for 31 days after the day the coverages terminate.

**EffDte: 10/14/1993 MCRT#: 118 Div: D3 Cav: SecCls:

16-7.9.2 Conversion

(1) Upon resignation or retirement, employees may convert their FEGLI coverages to individual life insurance policies (for other than term insurance). The Payroll Unit, Finance Division, will issue a separating employee covered by FEGLI an SF-2819 (Notice of Conversion Privilege). To convert, a former employee should request an SF-2821 (Agency Certification of Insurance Status) from the Employee Benefits Unit, Administrative Services Division, FBIHQ. The former employee should send this form, together with the SF-2819 and other documentation outlined on the form, to the Office of Federal Employees Group Life Insurance (OFEGLI), Post Office Box 2627, Jersey City, New Jersey 07302-2627. OFEGLI will then inform the

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former employee how much insurance he or she may convert and with which participating insurance companies he or she may purchase coverage. The former employee may then contact a participating insurance company as directed by OFEGLI's notice. A retiring employee has the same conversion privilege as a separating employee if he or she retires on an immediate annuity and does not choose to carry some or all of his or her FEGLI coverage into retirement (see MAOP, Part 1, 16-7.7 (1).)

(2) Effective January 1, 1987, employees who entered the military on active duty, including active duty for training purposes, could continue their FEGLI coverage for up to 365 days in the same manner as coverage is continued for employees in other types of nonpay status. At the end of 365 days of military service, an SF-2819, (Notice of Conversion Privilege) will be furnished to employees still in the military in order for them to convert their coverage.

**EffDte: 05/08/2002 MCRT#: 1196 Div: D3 Cav: SecCls:

| 16-7.9.3 | Deleted |

**EffDte: 05/08/2002 MCRT#: 1196 Div: D3 Cav: SecCls:

| 16-7.10 | FEGLI Coverage During Workers' Compensation | (See MAOP, Part I, 16-7.8.) |

Employees entitled to benefits from the Office of Workers' Compensation Programs (OWCP) for a job-related illness or injury may continue FEGLI coverage as a "compensationeer." FEGLI Basic coverage is continued during the first 365 consecutive days of LWOP without cost, and the cost for any of the three options will be withheld from the compensation payments. Following the 365 day LWOP period, FEGLI coverage may be continued through OWCP (with no Accidental Death or Dismemberment feature) for employees receiving benefits from that agency. The qualifications to continue coverage are the same as in Section 16-7.7 for continuing coverage as a retiree.

**EffDte: 10/14/1993 MCRT#: 118 Div: D3 Cav: SecCls:

| 16-7.11 | FEGLI Coverage for Reemployed Annuitants

A Federal retiree whose annuity continues during reemployment keeps FEGLI coverage in one of two ways. If the retiree is reemployed in a position which does not carry eligibility for life insurance as an employee, his or her FEGLI coverage continues through the retirement system and is administered by OPM. If the retiree is

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| reemployed in a position which carries the right to life insurance as
| an employee, the coverage as a retiree is suspended and the retiree
| reacquires FEGLI coverage as an employee (including Accidental Death
| and Dismemberment benefits). Premiums are withheld from the
| reemployed annuitant's salary as they would be for other covered
| employees. If the reemployed annuitant waives or declines any FEGLI
| coverage while he or she is reemployed, the waiver or declination will
| also apply to FEGLI coverage as a retiree when he or she retires
| again. A reemployed annuitant whose annuity is RECALCULATED (not
| merely supplemented) upon the second retirement has his or her FEGLI
| retirement coverage determined by the amounts and types of FEGLI
| coverage in effect on the day of the second separation. |

**EffDte: 10/14/1993 MCRT#: 118 Div: D3 Cav: SecCls:

16-7.12 Filing for FEGLI Death Benefits (Previously Section 16-7.9.3)

When an employee dies, the person entitled to be paid the FEGLI death benefits (see Section 16-7.6) must complete a Form FE-6 (Claim for Death Benefits). Following the death of a Bureau employee, the completed FE-6 (with a certified copy of the death certificate) is sent to FBIHQ, which files the FE-6 with the Office of Federal Employee's Group Life Insurance (OFEGLI), 200 Park Avenue, New York, New York 10166-0114. When the spouse or child of an employee covered by Option C - Family dies, the employee completes a Form FE-6 DEP (Statement of Claim). A Bureau employee in this situation would send the FE-6 DEP (and certified copy of the death certificate) to FBIHQ, which would file it with OFEGLI. The appropriate survivor of a retired federal employee would obtain the FE-6 from OPM and, upon completion, file it directly with that agency.

**EffDte: 07/19/1995 MCRT#: 424 Div: D3 Cav: SecCls:

16-7.13 Living Benefits

| Effective 7/25/95, a terminally ill employee who is
| determined by his or her physician to have nine or fewer months to
| live may apply to be paid all of his or her FEGLI Basic insurance
| amount, or any multiple of \$1,000 up to the total of the FEGLI Basic
| insurance amount (less approximately five to six percent of the
| requested amount, which OFEGLI will retain to represent lost interest
| to the FEGLI program). No Living Benefits payment may be made from
| the employee's FEGLI optional insurance amounts, and when the employee
| dies, any FEGLI optional insurance still in force and any FEGLI Basic
| amount not previously paid as Living Benefits will be paid to the
| employee's beneficiaries as described in Section 16-7.6. Should the
| employee be paid Living Benefits and not die as expected, the employee
| may not subsequently reenroll in FEGLI Basic insurance. An employee
| desiring Living Benefits should obtain Form FE-8 (Application for

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| Living Benefits) from OFEGLI and, upon completion, file it directly
| with OFEGLI.

**EffDte: 07/19/1995 MCRT#: 424 Div: D3 Cav: SecCls:

| 16-7.14 Assignment of Ownership of FEGLI

| Employees covered by FEGLI may assign ownership of their
| FEGLI insurance policies to someone other than themselves, including
| any firm, corporation, trust, or other legal entity. Assignment
| transfers from the employee to the new owner of the policy all rights
| and title to the policy, including the right to designate
| beneficiaries and the right to decide whether the employee may make
| changes in his/her FEGLI coverage (including cancellation).
| Assignment of shares of the policy may be made to more than one new
| owner; however, if the employee assigns any part of his/her FEGLI
| policy to a new owner, he or she may not retain any part of the FEGLI
| policy -- the remainder must also be assigned to someone else.
| Following assignment, the employee will still be liable for paying the
| legal FEGLI premiums described above for his/her coverage. Assignment
| of a FEGLI policy may be made for any reason; but assignment is an
| irrevocable action. However, the new owner may subsequently assign
| the policy back to the employee if the new owner so desires.
| Employees who wish to assign ownership of their FEGLI policies may
| obtain Form RI 76-10 (Assignment of Federal Employees Group Life
| Insurance) from the Personnel Division. |

**EffDte: 07/19/1995 MCRT#: 424 Div: D3 Cav: SecCls:

16-8 UNEMPLOYMENT COMPENSATION FOR FEDERAL EMPLOYEES

Unemployment compensation benefits are available to
eligible separated federal employees after terminal leave expires.
Tax-free basic benefits extend generally for 26 weeks in a benefit
year, but vary in amount per week depending upon the state. Some
states augment benefits with additional allowances made for
dependents. Eligibility determination rests solely with state
unemployment insurance offices. Generally, claimants must register
with those offices, must be unemployed, and must be able and available
to work when work is offered, or must be in a leave-without-pay status
| for seven days or more. Employees should be furnished an SF-8 at the
time of the exit interview notifying them of their rights to claim
such benefits.

**EffDte: 10/31/2000 MCRT#: 1034 Div: D3 Cav: SecCls:

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16-9 FEDERAL SAFETY COUNCILS

The Federal Safety Council and its field affiliates, Regional Federal Safety Councils, are administered by the Secretary of Labor. The Council and its regional affiliates periodically hold meetings for the purpose of assisting Government agencies in preventing and reducing accidents, and developing and maintaining safety organizations to eliminate work hazards and health risks. The President and the Secretary of Labor have in the past requested the cooperation of all Government agencies in this endeavor, and Federal regulations require that agencies should participate in such councils. Accordingly, FBIHQ desires that the SAC or SAC's designated representative participate in such councils in your area in an "observer" status when a local council requests your attendance or when information to be provided would be of benefit to employees or office operations. Only extreme operational requirements should be allowed to justify any given instance of nonparticipation.

**EffDte: 03/26/1992 MCRT#: 0 Div: D3 Cav: SecCls:

16-10 CHARITY CAMPAIGNS

Since 1956 the guidelines for charity campaigns in the FBI have been governed by the White House policy and program overseeing charitable fundraising within the Federal establishment. See the administrative file for details regarding the policies and procedures. A copy of Executive Order 10927 regarding fundraising within the Federal service is also maintained in the administrative file.

**EffDte: 03/26/1992 MCRT#: 0 Div: D3 Cav: SecCls:

| 16-10.1 Fundraising Activities

| (1) An employee may engage in fundraising only in
| accordance with the restrictions in part 950 of 5 CFR on the
| conduct of charitable fundraising in the federal workplace and in
| accordance with paragraphs (3) and (4) of this section.

| (2) DEFINITIONS OF TERMS:

| (a) Fundraising means the raising of funds for a
| nonprofit organization, other than a political organization as defined
| in Title 26, USC, Section 527 (e), through:

| 1. Solicitation of funds or sale of items; or

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| 2. Participation in the conduct of an event by
| an employee where any portion of the cost of attendance or
| participation may be taken as a charitable tax deduction by a person
| incurring that cost.

| (b) PARTICIPATION IN THE CONDUCT OF AN EVENT means
| active and visible participation in the promotion, production, or
| presentation of the event and includes serving as honorary
| chairperson, sitting at a head table during the event, and standing in
| a reception line. The term does not include mere attendance at an
| event provided that, to the employee's knowledge, his/her attendance
| is not used by the nonprofit organization to promote the event. While
| the term generally includes any public speaking during the event, it
| does not include the delivery of an official speech as defined in the
| following paragraph or any seating or other participation appropriate
| to the delivery of such a speech. Waiver of a fee for attendance at
| an event by a participant in the conduct of that event does not
| constitute a gift for purposes of 5, CFR, Part 2635, Subpart B.

| (c) OFFICIAL SPEECH means a speech given by an
| employee in his/her official capacity on a subject matter that relates
| to his/her official duties, provided that the employee's agency has
| determined that the event at which the speech is to be given provides
| an appropriate forum for the dissemination of the information to be
| presented and provided that the employee does not request donations or
| other support for the nonprofit organization. Subject matter relates
| to an employee's official duties if it focuses specifically on the
| employee's official duties, on the responsibilities, programs, or
| operations of the employee's agency as described in 5, CFR,
| 2635.807(a) (2) (i) (E), or on matters of Administration policy on
| which the employee has been authorized to speak.

| (d) PERSONALLY SOLICIT means to request or otherwise
| encourage donations or other support either through person-to-person
| contact or through the use of one's name or identity in correspondence
| or by permitting its use by others. It does not include the
| solicitation of funds through the media or through either oral
| remarks, or the contemporaneous dispatch of like items of mass-
| produced correspondence, if such remarks or correspondence are
| addressed to a group consisting of many persons, unless it is known to
| the employee that the solicitation is targeted at subordinates or at
| persons who are prohibited sources as defined in MAOP, Part I,
| 1-13.2.1. It does not include behind-the-scenes assistance in the
| solicitation of funds, such as drafting correspondence, stuffing
| envelopes, or accounting for contributions.

| (3) Fundraising in an official capacity. An employee may
| participate in fundraising in an official capacity if, in accordance
| with a statute, Executive order, regulation or otherwise as determined
| by the agency, he/she is authorized to engage in the fundraising
| activity as part of his/her official duties. When authorized to
| participate in an official capacity, an employee may use his/her
| official title, position and authority. (See (1).)

| (4) Fundraising in a personal capacity. An employee may
| engage in fundraising in his/her personal capacity provided that

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| he/she does not:

| (a) Personally solicit funds or other support from a
| subordinate or from any person known to the employee to be a
| prohibited source.

| (b) Use or permit the use of his/her official title,
| position or any authority associated with his/her public office to
| further the fundraising effort, except that an employee who is
| ordinarily addressed using a general term of address, such "The
| Honorable," "Doctor" or a former military rank, may use or permit the
| use of that term of address or rank for such purposes; or

| (c) Engage in any action that would otherwise
| violate the Office of Government Ethics standards of conduct. (See
| (1).)|

**EffDte: 07/12/1994 MCRT#: 271 Div: D9D3 Cav: SecCls:

16-11 PAYROLL MATTER - VOLUNTARY ALLOTMENTS TO FINANCIAL ORGANIZATIONS

(1) Regulations provide that employees can have: a maximum of two deductions made from their salary for savings allotment(s) purposes and sent to a financial organization(s); the entire amount of net pay (after all other deductions) sent to a financial organization for credit to a checking account; separate voluntary allotments for SATI and/or SAMBA life insurance premiums; | voluntary allotments for dues to an association of management | officials and/or supervisors (including membership dues for the FBIAA, | SES and BADGE); charitable contributions to the Combined Federal | Campaign; Special Agents' Insurance Fund membership assessment; income | tax withholdings; savings for an employee assigned to a post of duty | overseas; and a voluntary allotment for child support and/or alimony payments.

(a) Employees desiring to enroll in the Savings Allotment Program and/or net pay checking must execute SF-1199A (Direct Deposit Sign-Up Form) bearing revision date of July, 1984. Public Law 103-356, dated October 13, 1994 mandates that all newly hired employees, who begin to receive federal wage or salary payments on or after January 1, 1995, must be paid by electronic funds transfer. All newly hired employees must sign up for direct deposit, as a condition of employment, within 45 days of their EOD date. This form should also be used to increase or decrease the savings allotment(s). The government agency copy of the completed SF-1199A should be forwarded to FBIHQ, Attention: Payroll Administration and Processing Unit, Accounting Section. The financial organization and the employee should retain the other completed copies of SF-1199A.

(b) Cancellations of savings and net pay allotments to financial organizations may be accomplished by executing FD-434

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(Request for Cancellation of Savings|or|Checking Account Allotments). The completed form should be forwarded to FBIHQ, Attention: Payroll Administration and Processing Unit, Accounting Section. The request for cancellation should be processed by the Payroll Office prior to the account being cancelled at the financial organization.

(2) Amounts withheld for SATI and SAMBA life insurance |premiums; Combined Federal Campaign; Special Agents' Insurance Fund |membership assessment; and income tax withholdings|are deducted as separate voluntary allotments and will not affect the two savings allotments.

(3) Optional Form 299 (Request by Employee for Action on Allotment of Pay) must be used to authorize a voluntary allotment for child support and/or alimony payments. A new form should be submitted to increase or decrease the amount of the allotment or to cancel the allotment. The original copy of the completed form should be forwarded to FBIHQ, Attention: Payroll Administration and Processing Unit, Accounting Section. One copy each of the form should be retained by the recipient of the allotment and by the employee.

Extreme care must be exercised when completing Optional Form 299; particularly item eight must show the correct name and mailing address of the recipient of the allotment since the biweekly payments will be forwarded to the recipient by the Department of the Treasury rather than by the FBI. The amount of the allotment will be deducted each pay period and forwarded to the recipient. No deduction will be made when an employee is on leave without pay for a part of the pay period in which the pay is insufficient to cover the entire allotment. An amount will not be withheld for a voluntary allotment from the final salary payment upon separation from the FBI.

(4) A supply of Forms SF-1199A, FD-434 and Optional Form 299 may be ordered by requisition from Bureau supply.

**EffDte: 10/19/1995 MCRT#: 464 Div: FD Cav: SecCls:

16-12 THE SPECIAL AGENTS INSURANCE FUND

(1) The Special Agents Insurance Fund (SAIF) was organized on January 29, 1935, for the purpose of providing a sum of money for the families of Agents killed in the line of duty. The policy at that time was to pay to the beneficiary the entire sum collected at the time of death; thus the initial payment was \$4,136.17. Because of the disparity in death benefits paid as a result of this policy, the membership voted during September, 1939, to thereafter pay the sum of \$5,000 to each beneficiary. During November, 1940, the membership voted to extend payments to the beneficiaries of Agents who died from any cause, rather than requiring that the Agent's death be caused by violence. During 1943, the Agent membership voted to increase member contributions to \$10 and to increase the survivor benefits to \$10,000. Assessments and

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benefits remained constant until April 12, 1967, when the membership voted to increase the assessment to \$20 and to increase the survivor benefits to \$20,000. Effective January 1, 1980, the Board of Governors increased the benefits payable to \$30,000 with no increase in the \$20 assessment. The purpose of the fund is to merely supplement, not replace, the Agent's insurance coverage and to provide funds which are immediately available to the surviving spouse.

(2) Historically, an assessment of the membership has been called after six successive deaths or when the assets of the fund fall below a predetermined amount, presently \$500,000. This fund is reinsured with Life Insurance Company of North America (INA) so that in the event of five or more deaths in any one incident (24-hour period) the fund will pay the beneficiary of the first five and INA will then pay the next 90 beneficiaries.

(3) Membership is limited to Special Agents, Inspectors, Assistant Directors, Assistants to the Director, the Associate Director, the Deputy Director, Associate Deputy Directors and the Director of the Federal Bureau of Investigation who are on active duty. To apply for membership in the SAIF prospective members should execute Form FD-253, Application/Renewal of Membership and Designation of Beneficiary.

(4) Because the purpose of SAIF is to provide immediate funds to the beneficiaries of deceased Special Agents, only individuals may be designated as primary beneficiaries. Estates and trust funds may be designated as contingent or secondary beneficiaries. If a minor child is listed as the beneficiary, a delay of payment of the fund may be incurred until a guardian is appointed.

**EffDte: 09/28/1990 MCRT#: 0 Div: D3 Cav: SecCls:

16-12.1 Bylaws of the Special Agents Insurance Fund

"BYLAWS OF
THE SPECIAL AGENTS INSURANCE FUND

"ARTICLE I
"Name

"Section 1. The name of this beneficial association shall be the Special Agents Insurance Fund, hereinafter referred to as SAIF or the Fund.

"ARTICLE II
|"Objective|

|"Section 1. The|objective|of SAIF is to provide a sum of money by voluntary contributions from members for payment to the designated | beneficiary or beneficiaries of a deceased member, or the Fund member's estate if no beneficiary has been designated, upon the death

of a member.

"ARTICLE III
"Membership

"Section 1. The membership of SAIF shall be limited to the Special Agents, Inspectors, Assistant Directors, Deputy Director, and the Director of the Federal Bureau of Investigation (FBI) who are law enforcement officers and who are on active duty.

"Section 2. Membership of a person eligible under Section 1 of this Article shall commence with the acceptance of an application and initial assessment by an authorized representative and continues until terminated by any of the following events, except as otherwise provided in Sections 3, 4, and 5 of this Article:

(a) Death of the member.

(b) Separation from the rolls of the FBI by the member's retirement, resignation, dismissal, or transfer to another federal agency. Membership shall terminate as of the date and time active duty in the FBI ceases.

(c) Commencement of leave without pay (LWOP) for active service in the United States Armed Forces. Membership shall terminate as of the date and time active duty in the FBI ceases.

(d) Failure to pay an assessment within thirty (30) calendar days from the date upon which the SAIF Board of Governors has declared an assessment is due and payable. Membership shall terminate as of close of business on the thirtieth day.

"Section 3. For each newly appointed Special Agent of the FBI, membership in SAIF shall commence immediately upon the administration of the Oath of Office. Membership shall continue only if formal application is made and initial assessment paid by the newly appointed Agent within thirty calendar days of entering on duty as an Agent. Should the new Agent die within the thirty-day period, and before making formal application for membership and payment of the initial assessment, the initial assessment will be withheld from the death benefit. Failure of the new Agent to make formal application for membership and to pay the initial assessment within thirty days of entering on duty will result in an immediate termination of membership.

"Section 4. Any member of the Fund who is carried on the rolls of the FBI in the status of Leave Without Pay (LWOP) due to illness, any member on LWOP due to a special assignment, and any member on detail to another federal agency or Congressional Committee who is not paid under the FBI's payroll system, shall continue as a member of SAIF provided that all assessments are paid directly to the Fund.

"Section 5. A retired member who has returned to active duty in the FBI is eligible for membership.

"Section 6. Persons on active duty and eligible for membership, but who have not previously been members of the Fund, may become members upon the acceptance of an application and payment of an initial assessment and all prior assessments since the date they first became

eligible for membership in the Fund.

"Section 7. Former members of the Fund who are on active duty and continue to be eligible for membership under Section 1 of this Article, may become members upon the acceptance of an application and payment of all prior assessments occurring after the termination of their membership and while they were on active duty and eligible for membership.

"ARTICLE IV
"Member's Voting Privileges

"Section 1. Each member shall be entitled to cast one vote, by ballot, on all matters submitted to the membership for vote. The Assistant Director of the Personnel Division (PD) shall furnish written proposals and ballots to the membership for voting on any occasion required by the Board of Governors or any occasion covered elsewhere in these Bylaws. The Assistant Director, PD, shall supervise the election process, tally all votes cast and submit a written report of the results to the Chairman of the Board of Governors.

"Section 2. A majority vote cast by the members shall govern in all matters properly submitted to the membership for vote, except as provided in Section 3 of this Article.

"Section 3. In elections held for the purpose of selecting a new Board of Governors, the five (5) nominees with the greatest individual accumulations of votes cast shall constitute the newly elected Board.

"ARTICLE V
"Board of Governors

"Section 1. The Board of Governors of the Fund shall consist of five (5) members elected by the members of SAIF. The Board of Governors shall serve for a term of three (3) years. Governors may serve no more than two consecutive terms. A newly elected Board of Governors shall take office on December 1, 1985, and each third year thereafter.

"Section 2. Governors will automatically cease to hold office upon termination of their membership in the Fund.

"Section 3. Except as provided in Section 2 of this Article, unless a Governor resigns, the Board shall hold office until a new Board is elected. Completion of term of office shall not be considered disqualifying for the purpose of this Section.

"Section 4. Any vacancy on the Board of Governors shall be filled for the remainder of the unexpired term by appointment of a Fund member by the Chairman of the Board of Governors.

"Section 5. The Board of Governors shall act as a nominating committee to submit to the membership a list of ten (10) nominees for election of a new Board before the expiration of its term of office.

"Section 6. The Board of Governors shall act as advisors to the

Director of the FBI, in his capacity as Trustee of the Charles S. Ross Fund, on matters regarding investment of Ross funds and payment of benefits.

"ARTICLE VI
"Organization and Meetings of
The Board of Governors

"Section 1. The Board of Governors shall elect from the Governors, a Chairman who shall hold such office for the remainder of the Board's term or until the Board's successors are elected. The Chairman shall be the presiding officer of the Board, and shall perform all of the duties usually incident to such office.

"Section 2. The Board of Governors shall appoint a Fund member as Recording Secretary to maintain a record of the Governing Board's deliberations. The Recording Secretary serves at the pleasure of the Board of Governors.

"Section 3. There shall be no stated meetings of the Board of Governors, except that the Board must meet at least once annually. The Chairman shall convene meetings of the Board from time to time as required by pending business.

"Section 4. Three members of the Board of Governors shall constitute a quorum capable of transacting any business that may come before the Board, except as provided in Section 1 of Article IX.

"Section 5. The following shall be the order of business at meetings:

1. Reading of Minutes of previous meeting
2. Reports of Recording Secretary
3. Unfinished Business
4. New Business
5. Adjournment

"ARTICLE VII
"Powers and Duties of the Board of Governors
in addition to those covered elsewhere
in these Bylaws

"Section 1. The business management and affairs of SAIF shall be under the direction and control of the Board of Governors. The Board of Governors shall have authority to levy assessments on the membership, authorize contracts, incur liabilities, expend and invest funds, and such other matters and things connected with the conduct of the Fund as they may determine. The Board of Governors shall act with due care and diligence and exercise ordinary skill with respect to the management and administration of the affairs of the Fund and in the use or preservation of its property and assets.

"Section 2. The Board of Governors may grant special or general authority to others, and may likewise withdraw such authority, all upon such terms and conditions as the Board of Governors may determine, except that the Assistant Director of the Personnel Division (PD) of the FBI will receive and account for all monies of

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the Fund. The Assistant Director, PD, shall take necessary steps to announce assessments as required by the Board of Governors and to collect same, and shall disburse benefit payments in appropriate instances. The Assistant Director, PD, shall prepare and submit in writing to the Board of Governors, an annual report on the financial condition of the Fund. All financial, administrative and other records of the Fund shall be placed in the care, custody, and control of the Assistant Director, PD, and be made available to the Board of Governors upon request.

"Section 3. The funds of SAIF shall be deposited only in regular (interest-bearing) savings accounts, certificates of deposit, or money market funds, in such banks and financial institutions as the Board of Governors may determine, to be withdrawn only as may be determined by the Board of Directors, except as otherwise provided in Section 4 of this Article.

"Section 4. All transactions concerning investments of SAIF funds shall be approved by the Chairman of the Board of Governors. This approval shall be recorded in memoranda format from the Recording Secretary to the Chairman. In the event time is of the essence, the Chairman may orally authorize the investment of SAIF funds to be confirmed by follow-up memorandum. In the Chairman's absence, another Governor shall be designated by the Chairman to act in his stead.

"Section 5. The Board of Governors shall consider all matters pertinent to the operation of the Fund and all suggestions submitted by members of the Fund and shall submit to the membership of the Fund for vote only those matters deemed appropriate by the Board. When a matter is submitted to the membership of the Fund for vote, the submission shall be in writing and shall be accompanied by a ballot.

"Section 6. The Board of Governors shall cause the financial statements of the Fund to be audited annually by Special Agent Accountants of the FBI and advise the membership of the results of all audits conducted.

"ARTICLE VIII

"Assessments, Benefits and Disbursements

"Section 1. The initial assessment for each new member shall be twenty dollars (\$20) and subsequent assessments in the amount of twenty dollars (\$20) may be levied on the entire membership from time to time by the Board of Governors, as the state of the Fund may require, except as provided in Section 2 of this Article.

"Section 2. A newly appointed Special Agent shall be required to pay an initial assessment of twenty dollars (\$20) to become a Fund member but shall not be required to pay any assessments payable before the completion of New Agents' Training at the FBI Academy.

"Section 3. Members failing to pay an assessment within thirty (30) calendar days from the date upon which the assessment is due shall forfeit all rights under the Fund until they shall have paid the assessment missed and any subsequent assessments. Should a member die within the thirty-day grace period provided for payment of the

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assessment, the assessment amount will be withheld from the death benefit payable.

"Section 4. The primary beneficiary designated by a member shall be a person or persons. Estate and trust funds shall not be designated by a member as the primary beneficiary, but may be designated as the contingent beneficiary.

"Section 5. The 'Application for Membership, Designation of Beneficiary Form' (FD-253) shall be executed by all eligible persons | to apply for SAIF|membership|and to designate Fund beneficiaries. | Form FD-253 must again be executed in its entirety|to change | beneficiaries. A change in beneficiaries, to be valid, must be | received and processed by the Personnel Division prior to the death of | the member.|

| "Section 6. |Except as otherwise provided under Article III, Section | 4, of these Bylaws, the initial assessment and all subsequent | assessments must be paid through payroll allotment. Payroll allotment | Form FD-818 has been established for this purpose. Any member failing | to properly execute an FD-818, or who cancels their SAIF payroll | allotment, shall immediately forfeit all rights under the Fund.|

| "Section|7.| The liability of the Fund shall not under any | circumstances exceed the amount of monies in the Fund at the time any | liability shall occur.

| "Section|8.| Except as provided in Sections|7|and|9|of this Article, | payment shall be made|upon|the death of a member of the Fund in the | amount of thirty thousand dollars (\$30,000). Payment shall be made to | the designated beneficiary or beneficiaries, or|to|the estate of the | decedent if no beneficiary has been designated.

| "Section|9.| In the event death of a member is by suicide, no payment | shall be made unless the member has been a member of the Fund for a | continuous period of at least two years at the time of death.

| "Section|10.| One signature from each of two groups of signatories | shall be required for any and all disbursements of monies from the | Fund. One group of signatories shall be composed of all members of | the Board of Governors; the second group of signatories shall be | composed of the Assistant Director, Personnel Division, the FBI | Personnel Officer and the Recording Secretary.

**"ARTICLE IX
"Changes in Bylaws**

"Section 1. These Bylaws may be altered, amended, or changed only by a majority vote of the Board of Governors.

"Section 2. The membership must be notified in writing of any changes to these Bylaws approved by the Board of Governors"

**EffDte: 07/13/1995 MCRT#: 406 Div: D3 Cav: SecCls:

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16-13 CHARLES S. ROSS FUND

(1) The Charles S. Ross Fund was established on December 15, 1944, by Mrs. May C. Ross, widow of Charles S. Ross, with the Director of the FBI as trustee. This charitable trust was established to provide a payment of \$1,500 to the beneficiary of any Special Agent killed in the line of duty. There is no cost for membership in this fund.

(2) In 1980, the U.S. District Court was petitioned to relieve the Director from the \$1,500 limitation on the amount which may be paid to the beneficiary of Agents killed in the line of duty. The Court ruled to allow the Director to pay a sum which is approximately equivalent to the purchasing power of \$1,500 in 1944 dollars. Annually, the amount paid is reevaluated and increased accordingly to the purchasing power of the 1944 dollar.

(3) The Board of Governors for the SAIF serves in an advisory capacity to the Director of the FBI for the Charles S. Ross Fund. Form FD-253, Application/Renewal of Membership and Designation of Beneficiary, is also used for Special Agents to designate a beneficiary for the Charles S. Ross Fund.

**EffDte: 01/23/1986 MCRT#: 0 Div: D3 Cav: SecCls:

16-14 PUBLIC SAFETY OFFICERS' DEATH AND DISABILITY BENEFITS (See MIOG, Part 1, 184-9.)

(1) The Public Safety Officers' Benefit Act, as amended (Title 42, USC, Section 3796(a) through (f)), provides a lump-sum benefit to survivors of federal law enforcement officers killed in the line of duty or accidentally while on duty. The benefit shall be | \$259,000, | adjusted annually by the percentage increase in the Consumer Price Index. Eligibility for this benefit will be determined by the Department of Justice.

(2) Congress has provided in this Act that the surviving spouse of a qualifying law enforcement officer will receive the entire benefit if there are no surviving children. One-half of the benefit will be divided equally among the law enforcement officer's surviving children, with the other half of the benefit paid to the surviving spouse. The surviving children would share the entire benefit equally if there is no surviving spouse. If the law enforcement officer is survived by neither a spouse nor any children, the benefit will be divided in equal shares among the officer's surviving parent(s). If the law enforcement officer is survived by no spouse, child, or parent, no benefit will be paid. Law enforcement officers may not designate any beneficiary to receive the benefit under this Act.

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(3) Congress has provided by amendment to this Act that the lump-sum benefit described in paragraph (1) shall be paid to any federal law enforcement officer who has become permanently and totally disabled as the direct result of a catastrophic personal injury sustained in the line of duty on or after November 29, 1990. Eligibility for this benefit will be determined by the Department of Justice. However, the following prerequisites must be met to receive the disability benefit:

(a) An award of maximum compensation must be granted; and

(b) The disability must result in the law enforcement officer's permanent and complete separation from his or her employing agency.

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

16-15 HUMANITARIAN EXPENSE FUND

(1) On 10/27/90 Congress passed Public Law 101-647, 104 Stat. 4916, the Crime Control Act of 1990 (CCA of 1990). For lack of specific statutory authorization, the FBI was never able to provide assistance to survivors (i.e., spouse, parents, children, and in-laws) of employees who were wounded or killed in the line of duty. Under Title 28, United States Code, Section 3201(a), authority was granted to the Director of the FBI to appropriate \$25,000 per fiscal year to pay humanitarian expenses incurred (1) by an employee of the Bureau as a result of a serious illness, serious injury, or death occurring while on official business, or (2) by a member of the immediate family of such employee, incident to the serious injury or death occurring while on official business.

(2) Authority for administering the Humanitarian Expense Fund has been delegated to the Employee Benefits Unit (EBU), |Personnel|Division|(PD), |with all approved expenses incurred on behalf of FBI employees or their immediate families charged to the EBU's cost code - 0344.

(3) Since the Humanitarian Expense Fund has a cap set by law of \$25,000 per fiscal year, the FBI is not permitted to supplement it by additional funding from other sources. Therefore, in order to ensure funds are disbursed in an equitable and uniform manner, direct reimbursement is limited to \$1,000 per individual and \$3,000 per family. This policy ensures equal treatment and that one accident or other covered matter would not use all the available funding. However, the EBU is authorized to exceed the \$1,000 and \$3,000 limitations in unusual situations.

(4) The fund will be reconsidered in September of each year, if funds are available, to determine whether additional reimbursements can be made. Only those unpaid expenses which are

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appropriate and which would have been paid in the first place if funding had allowed it at the time will be considered.

(5) Expenses generally fall into two categories, (1) professional services such as psychological counseling, and (2) travel expenses associated with transporting the family to the hospital, when remote from the office of assignment, and survivors to attend funerals, memorial services, and critical incident seminars.

(6) The following procedures are to be used to request use of Humanitarian Expense Funds:

(a) Requests are to be submitted to the EBU with full details and justification for requested expenses. Requests must identify the employee and/or immediate family members involved and detail the nature of the expenses and estimated costs, including travel cost (detail travel on Travel Request Form FD-540), of any FBI employee(s) required to travel with the employee's family members.

(b) Upon approval or disapproval of request by the Assistant Director of PD, the EBU will notify the requestor and provide instructions and financial limitations, if appropriate.

(c) Professional services approved by the EBU should be documented on Requisition for Supplies and/or Equipment (FD-369) which will be converted into a purchase order. In addition, the vendor may submit invoices for services to the EBU.

(d) Travel-related expenses will require extensive involvement of an on-scene assistance officer, assigned by the field office or FBIHQ entity, who is to coordinate all travel arrangements, pay all related bills, and submit a travel voucher for the expenses incurred by the individuals being provided humanitarian assistance and any accompanying FBI employee. Travel expenses will be limited to the levels currently established by Federal Travel Regulations.

(e) The assistance officer is to make hotel reservations and pay the hotel bill and expenses such as food, taxi, etc., or provide the family with cash to pay their own expenses, ensuring costs are within the per diem rate limits. An advance of funds may be obtained for this purpose.

(f) The assistance officer is to prepare the travel voucher to account for all travel expenses and submit same to EBU for review and approval.

**Efdte: 04/21/1994 MCRT#: 226 Div: D3 Cav: SecCls:

16-16 EMPLOYEE BENEVOLENT FUND (See also MAOP, Part 1, 16-16.1)

(1) The Employee Benevolent Fund (BF), also known as the Benevolent Fund, was established on April 9, 1997. This fund

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provides immediate financial assistance to the family of any FBI employee who dies from any cause during his or her service with the FBI. The BF is open to all employees.

(2) The cost of membership in the BF is \$1.00 per pay period, payable through payroll deduction, and will include the following coverage:

(a) If a member of the BF dies while a Bureau employee, the designated beneficiary will be paid a minimum of \$15,000 by check within one workday after the death is reported to the Employee Benefits Unit, Administrative Services Division. The check will be sent to the beneficiary by the BF's administrator. (If death is caused by suicide, no payment will be made unless the member, at the time of death, had been a member of the BF for a continuous period of two years.) Unlike conventional life insurance, there will be no need for survivors to fill out a claim form or get a certificate of death in order to receive the money. The money is guaranteed, as the BF is backed by the Special Agents Mutual Benefit Association (SAMBA).

(b) If the employee dies due to a terrorism-related incident, SAMBA has agreed to pay an additional \$100,000 payment to the beneficiary, for a minimum of \$115,000, as long as the employee does not already have such protection through another SAMBA plan.

(3) There are two types of beneficiaries an employee may designate to receive proceeds from the BF.

(a) Primary beneficiaries are those persons who would immediately receive the money if they are still living when the employee dies. The employee may designate as many of these as he or she wishes and divide the money between them, but may only designate individuals (not businesses, trusts, or other entities) to be primary beneficiaries.

(b) Secondary beneficiaries are the beneficiaries who the employee chooses to receive the money if the primary beneficiaries have died by the time the employee dies. Secondary beneficiaries may be individuals, or may be designated as trusts, corporations, schools, charities, or any other legal entities.

(4) Membership in the BF ends when an employee separates from active-duty employment in the FBI for any reason, including retirement.

(5) The BF is governed by a five-member Board of Governors. The initial Board was appointed by Aegis, the Support Employees Advisory Committee to the Director, and took office December 1, 1996. Future Boards will be elected by vote of the Fund's members. Board members serve a term of three years and may serve no more than two consecutive terms.

(6) Persons eligible for membership may become members only during an "open season" and upon the execution and delivery

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of the forms FD-862 (payroll allotment authorization form) and FD-863 (enrollment form) to an authorized representative. The initial open season shall extend for 30 calendar days. Open seasons are expected to be infrequent and cannot be held more frequently than once every two years. Open seasons are initiated at the discretion of the Board of Governors.

(a) New employees are enrolled in the BF upon taking the oath of office; however, to remain enrolled they must execute and deliver forms FD-862 and FD-863 to an authorized representative within 30 calendar days of entering on duty.

(b) A former member who has returned as a permanent or term employee is eligible for membership upon reinstatement, and must complete and deliver forms FD-862 and FD-863 to an authorized representative within 30 calendar days of reinstatement.

(7) Execute FD-862 (payroll allotment authorization form) to cancel allotments. Execute FD-863 (enrollment form) to change beneficiaries.

(8) See MAOP, Part 1, 16-16.1, for complete BF Bylaws.

**EffDte: 05/16/2000 MCRT#: 976 Div: D3 Cav: SecCls:

16-16.1 "Bylaws of the Employee Benevolent Fund (See MAOP, Part 1, 16-16.)

"ARTICLE I "Name

"Section 1. The name of this beneficial association shall be the Employee Benevolent Fund Inc., hereinafter referred to as BF or the Fund. The Fund is a nonprofit corporation formed under the laws of the District of Columbia.

"ARTICLE II "Objective

"Section 1. The objective of BF is to provide a sum of money by voluntary contributions from members for payment to the designated Primary beneficiary(ies) or Contingent beneficiary(ies) of a deceased member, or the Fund member's estate should the employee die prior to executing and delivering the required "Application of Membership and Designation of Beneficiary Form" (FD-863) and Allotment Form (FD-862) during his/her first 30 days of service.

"ARTICLE III "Membership

"Section 1. Membership in the BF is limited to employees of the FBI who are permanent or term employees, Full-time or part-time. Temporary employees are ineligible to join. All permanent or term

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employees on the FBI personnel rolls 30 calendar days after the date that these bylaws become effective, and all employees who enter on duty thereafter, are eligible to join the BF.

"Section 2. Except as provided for in Section 3 of this Article, membership of a person eligible under Section 1 of this Article shall commence with the execution and delivery of the "Application of Membership and Designation of Beneficiary Form" (FD-863) and the Allotment Form (FD-862) to an authorized representative and continues until terminated by any of the following events, except as otherwise provided in Sections 3, 4, and 5 of this Article:

"(a) Death of the member.

"(b) Separation from the rolls of the FBI by the member's retirement, resignation, removal, or transfer to another Federal agency. Membership shall terminate as of 12:01 A.M., of the calendar day after the effective date of the member's separation from the personnel rolls of the FBI.

"(c) Leave without pay (LWOP) for any reason for more than 365 consecutive days.

"(d) Voluntary cancellation of the payroll allotment (FD-862) as of 12:01 A.M., of the calendar day after the effective date of the cancellation.

"Section 3. For each new employee of the FBI, membership in BF shall commence immediately upon the administration of the Oath of Office. Membership shall continue only if the "Application of Membership and Designation of Beneficiary Form" (FD-863) and Allotment Form (FD-862) are executed and delivered to an authorized representative within thirty calendar days of entering on duty. Failure to execute and deliver the forms within thirty calendar days of entering on duty will result in an immediate termination of membership.

"Section 4. A former member who has returned as a permanent or term employee in the FBI is eligible for membership upon reinstatement. Membership shall continue only if the "Application of Membership and Designation of Beneficiary Form" (FD-863) and Allotment Form (FD-862) are executed and delivered to an authorized representative within thirty calendar days of reinstatement. Failure to execute and deliver the forms within thirty calendar days will result in an immediate termination of membership.

"Section 5. Persons eligible for membership may become members only during an "open season" and upon the execution and delivery of the "Application of Membership and Designation of Beneficiary Form" (FD-863) and Allotment Form (FD-862) to an authorized representative. The initial open season shall extend for 30 calendar days. Open seasons are expected to be infrequent and cannot be held more frequently than once every two years. Open seasons are initiated at the discretion of the Board of Governors.

**"ARTICLE IV
"Member Voting Privileges**

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"Section 1. Each member shall be entitled to cast one vote, by ballot, on all matters submitted to the membership for vote. The Assistant Director of the Administrative Services Division (ASD) shall be requested to furnish written proposals and ballots to the membership for voting on any occasion required by the Board of Governors or any occasion covered elsewhere in these Bylaws. The Board shall request the Assistant Director, ASD, to supervise the election process, to tally all votes cast and submit a written report of the results to the Chairman of the Board of Governors.

"Section 2. A majority vote cast by the members shall govern in all matters properly submitted to the membership for vote, except as provided in Section 3 of this Article.

"Section 3. In elections held for the purpose of selecting a new Board of Governors, the five (5) nominees with the greatest individual accumulations of votes cast shall constitute the newly elected Board.

"ARTICLE V

"Board of Governors

"Section 1. The Board of Governors of the Fund shall consist of five (5) members elected by the members of BF. The Board of Governors shall serve for a term of three (3) years. Governors may serve no more than two consecutive terms. A newly elected Board of Governors shall take office on December 1, and each third year thereafter.

"Section 2. Governors will automatically cease to hold office upon termination of their membership in the Fund.

"Section 3. Except as provided in Sections 2 and 6 of this Article, unless a Governor resigns, the Board shall hold office until a new Board is elected. If at the completion of term of office a new board is not elected, the current board will preside until such elections may occur.

"Section 4. Any vacancy on the Board of Governors shall be filled for the remainder of the unexpired term by appointment of a Fund member by the Chairman of the Board of Governors.

"Section 5. The Board of Governors shall act as a nominating committee to submit to the membership a list of ten (10) nominees for election of a new Board before the expiration of its term of office.

"Section 6. A minimum of three Board members is required to call an emergency meeting of the entire Board for the purpose of removing a fellow Board Member. All five Board members must be present at such a meeting and all Board members must vote on whether to remove a Board member. A majority vote will be required to remove the Board member for cause only.

"ARTICLE VI

**"Organization and Meetings of
The Board of Governors**

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"Section 1. The Board of Governors shall elect from the Governors, a Chairman who shall hold such office for the remainder of the Board's term or until the Board's successors are elected. The Chairman shall be the presiding officer of the Board, and shall perform all of the duties usually incident to such office.

"Section 2. The Board of Governors shall appoint a Fund member as Recording Secretary to maintain a record of the Governing Board's deliberations. The Recording Secretary serves at the pleasure of the Board of Governors.

"Section 3. The Board must meet at least once annually. The Chairman shall convene other meetings of the Board from time to time as required by pending business. Meetings may also be called as set forth in Article V, Section 6.

"Section 4. Three members of the Board of Governors shall constitute a quorum capable of transacting any business that may come before the Board, except as provided in Article IX, Section 1 and Article V, Section 6.

"Section 5. The following shall be the order of business at meetings:

1. Reading of Minutes of previous meeting
2. Reports of Recording Secretary
3. Unfinished Business
4. New Business
5. Adjournment

"ARTICLE VII

**"Powers and Duties of the Board
of Governors in addition to those
covered elsewhere in these
Bylaws**

"Section 1. The business management and affairs of BF shall be under the direction and control of the Board of Governors. The Board of Governors shall have authority to adjust the level of contributions on the membership, authorize contracts, incur liabilities, expend and invest funds, accept gifts, contributions, donations, bequests, and devises and such other matters and things connected with the conduct of the Fund as they may determine. The Board of Governors shall act with due care and diligence and exercise ordinary skill with respect to the management and administration of the affairs of the Fund and in the use of preservation of its property and assets.

"Section 2. The Board of Governors may grant special or general authority to others, and may likewise withdraw such authority, all upon such terms and conditions as the Board of Governors may determine, except that the Assistant Director of the Administrative Services Division (ASD) of the FBI will be requested to receive and account for all monies of the Fund. At the request of the Board of Governors the Assistant Director, ASD, shall take necessary steps to announce open seasons and/or allotment adjustments as required by the

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Board of Governors, and shall disburse benefit payments in appropriate instances. The Assistant Director, ASD, will be requested to prepare and submit in writing to the Board of Governors, an annual report on the financial condition of the Fund. All financial, administrative, and other records of the Fund shall be placed in the care, custody, and control of the Assistant Director, ASD, and be made available to the Board of Governors upon request.

"Section 3. The funds of BF shall be deposited only in regular (interest-bearing) savings accounts, certificates of deposit, or money market funds, in such banks and financial institutions as the Board of Governors may determine, to be withdrawn, only as may be determined by the Board of Governors except as otherwise provided in Section 4 of this Article.

"Section 4. All transactions concerning investments of BF funds shall be approved by the Chairman of the Board of Governors. This approval shall be recorded in memoranda format from the Recording Secretary to the Chairman. In the event time is of the essence, the Chairman may orally authorize the investment of BF funds to be confirmed by follow-up memorandum. In the Chairman's absence, another Governor shall be designated by the Chairman to act in his/her stead.

"Section 5. The Board of Governors shall consider all matters pertinent to the operation of the Fund and all suggestions submitted by members of the Fund and shall submit to the membership of the Fund for vote only those matters deemed appropriate by the Board. When a matter is submitted to the membership of the Fund for vote, the submission shall be in writing and shall be accompanied by a ballot as set forth in Article IV.

"Section 6. The Board of Governors shall cause the financial statements of the Fund to be audited annually and advise membership of the results of all audits conducted.

**"ARTICLE VIII
"Costs, Benefits, and
Disbursements**

"Section 1. The fund shall be funded through contributions to be paid by the use of payroll allotments. The contribution is initially set at \$1.00 per pay period, per member. The contribution for the entire membership may be adjusted from time to time by the Board of Governors, as the state of the Fund may require.

"Section 2. Allotment adjustments to match required contributions will be automatic. Membership will be advised at least two pay periods in advance to any payroll adjustments.

"Section 3. The primary beneficiary designated by a member shall be a natural person or natural persons. Estates and trusts shall not be designated by a member as the primary beneficiary, but may be designated as the contingent beneficiary.

"Section 4. The "Application of Membership and Designation of

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Beneficiary Form" (FD-863) and Allotment Form (FD-862) shall be executed by all eligible persons to apply for BF membership and to designate Fund beneficiaries. Form FD-863 must again be executed in its entirety to change beneficiaries. A change in beneficiaries, to be valid, must be delivered to the Administrative Services Division prior to the death of the member.

"Section 5. Except as otherwise provided under Article III, Section 4, of these Bylaws, all contributions will be made through payroll allotment. The BF Allotment Form (FD-862) has been established for this purpose.

"Section 6. Except as provided in Section 7 of this Article, payment shall be made upon the death of a member of the Fund in the amount of no less than 25 thousand dollars (\$25,000). In the event the death is caused by a terrorist act as defined by SAMBA Terrorist Protection Insurance, and the member is not already covered by SAMBA Terrorist Protection Insurance, the amount of payment will increase by \$100,000. Payment shall be made to the Primary beneficiary(ies) or Contingent beneficiary(ies) of a deceased member, or the Fund member's estate should the employee die prior to executing and delivering the required "Application of Membership and Designation of Beneficiary Form" (FD-863) and Allotment Form (FD-862) during his/her first 30 days of service.

"Section 7. In the event death of a member is by suicide, no payment shall be made unless the member has been a member of the Fund for a continuous period of at least two years at the time of death.

"Section 8. Two signatures shall be required for any and all disbursements of monies from the Fund. Signatories shall be composed of all members of the Board of Governors.

**"ARTICLE IX
"Changes in Bylaws**

"Section 1. These Bylaws may be altered, amended, or changed only by a majority vote of the Board of Governors.

"Section 2. The membership must be notified in writing of any changes to these Bylaws approved by the Board of Governors.

**EffDte: 02/18/1999 MCRT#: 863 Div: D3 Cav: SecCls:

|16-17 DEATH GRATUITY PAYMENT (DGP)

| Public Law 104-208, effective September 30, 1996, gave
| federal agencies the authority to pay up to \$10,000 as a death
| gratuity to the "personal representative" of an employee who died from
| an injury sustained in the line of duty on or after August 2, 1990.
| This includes an employee who dies after separation from service.

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| This DGP is to be paid from appropriations in an amount when combined
| with certain other payments, that does not exceed \$10,000. Other
| payments that must be considered in determining the amount of the
| gratuity are:

| (1) \$200 payable by Office of Workers' Compensation
| Programs (OWCP) for reimbursement of the costs of termination of the
| decedent's status as an employee; and

| (2) Up to \$800 payable by OWCP for funeral and burial
| expenses in cases of employees who die as a result of an injury
| sustained in the performance of duty.

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

|16-18 FEDERAL LAW ENFORCEMENT DEPENDENTS ASSISTANCE ACT

| The Federal Law Enforcement Dependents Assistance Act of
| 1996 provides financial assistance for the purpose of higher education
| to the dependents (i.e., spouses and children) of federal law
| enforcement officers who died or became disabled in the line of duty
| on or after May 1, 1992. Like the Public Safety Officers' Death and
| Disability Benefit, this program is administered and paid by the
| Department of Justice.

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

|16-19 PROFESSIONAL LIABILITY INSURANCE

| Professional liability insurance is insurance which provides
| coverage for legal liability for damages as a result of injuries to
| other persons, damage to their property, or other damages or losses to
| such other persons (including the expenses of litigation and
| settlement) resulting from or arising out of any tortious act, error,
| or omission while acting within the scope of official duties.
| Coverage also includes the cost of legal representation for a covered
| individual in connection with any administrative or judicial
| proceeding (including investigative or disciplinary proceedings)
| relating to any act, error, or omission while acting within the scope
| of official duties.

| (1) The law implementing reimbursement of professional
| liability insurance mandates reimbursement of this insurance to
| certain qualified employees. For purposes of this section the term
| "qualified employee" includes law enforcement officers, attorneys,
| supervisors, and management officials. Only those employees occupying
| the above positions are eligible for reimbursement of up to one-half
| the cost incurred for the purchase of professional liability
| insurance, not to exceed \$115 per year. However, for good cause, this

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| amount may be reduced to not less than \$50 a year.

| (2) Qualified employees who have purchased professional
| liability insurance through Wright and Company (SATI) will
| automatically be reimbursed for up to one-half of the cost of the
| insurance. No action is required on behalf of qualified employees to
| obtain reimbursement. The reimbursement will always be paid in
| arrears, after the fiscal year ends. Thus, reimbursement for
| insurance purchased for fiscal year 2001 (October 1, 2000 to
| September 30, 2001) will not be paid until after October 1, 2001 and
| so on.

| (3) Qualified employees who have purchased professional
| liability insurance outside of Wright and Company must submit a claim
| for reimbursement of the insurance. Only one payment will be
| authorized each fiscal year as reimbursement for professional
| liability insurance. Therefore, it is recommended that employees wait
| until payment has been made in full each fiscal year before submitting
| a claim for reimbursement of professional liability insurance.

| (a) Claims for reimbursement of the insurance should
| be made through submission of a properly executed FD-794, Draft
| Request Form, supported by a copy of the insurance certificate/policy
| and proof of payment for the applicable year. The employee must
| indicate his/her title on the FD-794. The completed request should be
| forwarded to the Travel Advance and Payment Unit, Room 1270, for
| processing and issuance of payment.

**EffDte: 11/15/2001 MCRT#: 1155 Div: FD Cav: SecCls:

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

SECTION 17. RESIGNATIONS

17-1 RESIGNATIONS

17-1.1 Notice of Resignation

Employees should give reasonable period of advance notice. FBIHQ approval need not be secured for an employee to cease active duty for purpose of resigning, even though employee will cease duty on same day resignation is submitted. (For resignations submitted during personnel action inquiries, refer to Part I, Section 13-12 of this manual.)

17-1.2 Manner of Submission

Each employee who resigns must do so in writing and the reason for resignation must be documented on the Standard Form (SF) 52. When an employee is leaving the FBI to accept employment without a break in service in another federal agency, the personnel action processed is a Termination-Appt In (agency) rather than a resignation.

(1) The following procedures will be followed when an employee RESIGNS their employment with the FBI:

(a) The employee will send an e-mail or provide a written notice stating the effective date and the reason for resignation to his/her supervisor with a copy to the head of division.

(b) When the employee resigns orally, he/she is also required to provide written confirmation. The person who received the oral resignation shall request an e-mail or written notice from the employee. If this is not provided, the person who received the oral resignation must document this in writing.

(c) The head of division is responsible for sending the request for resignation to the Staffing Unit, Administrative Services Division. The request must be accompanied by an FD-193, Report of Exit and Separation, or FD-193a, Report of Exit and Separation for Temporary Employment.

(d) The Staffing Unit representative will prepare and input the SF-52 into the Bureau Personnel Management System and then process the personnel action.

(2) The following procedures will be followed when an employee leaves the FBI to TRANSFER to another federal agency:

(a) The employee will send an e-mail or provide a written notice with the pertinent information (name of agency, effective date, etc.) to his/her supervisor with a copy to the head of division.

(b) The head of division is responsible for sending the separation notice to the Staffing Unit, Administrative Services Division. The notice must be accompanied by an FD-193, Report of Exit and Separation, or FD-193a, Report of Exit and Separation for Temporary Employment.

(c) The Staffing Unit representative will prepare and input the SF-52 into the Bureau Personnel Management System and then process the personnel action.

17-1.3 Deleted

17-1.4 Effective Dates of Resignations and Payment for Unused Leave

17-1.4.1 Routine Resignations

Resignations are normally effective at the close of business on the day the employee ceases active duty, and the employee is paid a lump-sum payment for unused annual leave.

17-1.4.2 Other Types of Resignations

(1) For details on employees entering military service, see Part I, Section 10 of this manual.

(2) An employee resigning for maternity purposes is generally paid for accrued sick leave for the period of incapacitation and the resignation will become effective upon expiration of accrued sick leave. In order for the employee to be paid for sick leave, a medical certificate must be furnished certifying as to her inability to continue working after the date she will cease active duty, and the date of expected delivery. This certificate must be submitted with the employee's letter of resignation. Employee is paid a lump-sum for any unused annual leave in the year of separation.

(3) For an employee resigning to accept a position at another Federal agency, the resignation is normally effective on the date the employee ceases active duty. Annual and sick leave are transferred to the hiring agency upon request of that agency, provided that agency is subject to the same Annual and Sick Leave Act as the FBI. If this is not the case, the employee will normally be paid for accrued annual leave and forfeit sick leave.

17-1.5 Withdrawal of Resignation

Once a resignation is submitted, it may be withdrawn or revoked up until the time it becomes effective, unless a sound administrative reason exists for not permitting the withdrawal, in which case the matter should be coordinated with the Administrative Services Division. If a submitted resignation is later withdrawn, FBIHQ should be notified on a timely basis.

17-1.6 Final Payment for Salary and Lump-Sum Leave Payment

Separated employees receive payment for any workdays worked during the pay period in which resignation becomes effective on regular payday for that pay period. If employees are carried on the rolls until expiration of sick leave, their final payment is sent to their bank. Lump-sum leave payments are included in employee's final salary payment. Where any restored leave is not used before separation and if separation occurs before the specified time limit for use, the employee will receive a lump-sum payment for unused restored leave. Restored annual leave included in a lump-sum payment is not subject to refund of the lump-sum payment and may not be recredited if the employee is reemployed prior to the expiration of the lump-sum period.

17-1.7 Return of Government Property (See MIOG, Part 2, 12-1.3, 12-3.)

Upon resignation, separation, or suspension, SAC shall collect all Government property which has been issued to the employee.

17-1.7.1 Field Procedures (See MAOP, Part 1, 17-1.7.4, Part 2, 6-10.2(3); MIOG, Part 2, 12-1.3, 12-3, 12-5.)

In the field, the Bureau Personnel Management System, Issued Personal Property Subsystem and the Property Management Application are to be reviewed for property assigned to an employee prior to completing Form FD-367 and submitting to FBIHQ with appropriate property. In addition, all division manual and automated records are to be reviewed for property assigned to employees before separating from the Bureau. Any property that consists of credentials (Agent and non-Agent) and badges is to be packed separately from any other item and forwarded to FBIHQ, Attention: Property Procurement and Management Section, Property Management Unit (PMU), by registered mail. All telephone calling cards must be forwarded to FBIHQ, Attention: Operations Section, Telecommunications Services Unit, Information Resources Division, by registered mail. Legal Handbooks for Special Agents are to be packed separately and forwarded to FBIHQ, Attention: Manuals Desk. Upon resignation, any field personnel files, including subfiles, should be retained in the field office for 120 days after employment has terminated, and then destroyed. FBI identification cards, U.S. government licenses, and FBI Employee Handbooks should be disposed of by each field division. Each field division must notify the PMU by submitting an FD-367 for any of the above property. Firearms and Ballistic Protective Undergarments (BPU) are to be packed separately and forwarded to FBI Academy, Room 110, DN Building, Quantico, Virginia, 22135, by registered mail, along with a copy of the FD-367. A notation must be made on the original FD-367 that the firearm and BPU have been forwarded directly to Quantico under separate cover.

17-1.7.2 Manuals (See MAOP, Part 2, 6-10.2 (4).)

Manuals that are returned to the Manuals Desk, FBIHQ, must have Form FD-474 attached to each manual returned.

17-1.7.3 FBIRA Membership Cards

Current FBIRA membership cards of employees who are leaving service shall be secured from employees in every instance and shall be destroyed by SAC. Advise FBIHQ of destruction in communication reporting property return. If employee was not a member of FBIRA, such fact should be reported in communication or on return property receipt.

17-1.7.4 Support Employee Identification Cards

Upon resignation of support employee, FBI identification card should be secured and destroyed in field and Bureau advised.

17-1.7.5 FBIHQ Procedures

At FBIHQ, all badges, credentials and identification badges should be secured and forwarded to the PMU, PPMS, FD with a signed FD-281. Telephone calling cards are to be forwarded to Telecommunications Services Unit, Operations Section, Information Resources Division, along with a signed FD-281. All weapons are to be forwarded to the FBI Academy, Room 110, DN Building, Quantico, Virginia, by registered mail, along with a copy of the FD-367 and a signed FD-281.

17-1.7.6 JEH Building Access Cards

Security access badges issued to employees for access to the JEH Building should be returned to the Protective Security Unit, Security Division, Room 1358, with a signed FD-281.

17-1.8 Return of Employee and Family to Continental United States Following Separation from Duty (See Legal Attache Manual, Part 1, 5-8.)

Employees returning to the Continental United States from service abroad for separation purposes, including retirement, must begin travel and transportation of household goods no later than six months from the date of the employee's separation, unless delayed travel is authorized. To qualify for return travel and transportation expenses, the employee must have completed the agreed-upon period of service abroad. Employees hired locally are not eligible for return travel and transportation expenses.

- (1) Employees requesting separation travel must submit a written request to the Travel Advance and Payment Unit (TAPU), Accounting Section, Room 1396, to exercise their entitlement to this benefit. If the employee does not exercise his/her entitlement to separation travel within six months of his/her separation date, the employee will be considered to have waived his/her entitlement to return travel and transportation expenses.
- (2) If additional time is required to complete separation travel, the employee must submit a written request to the TAPU, Room 1396, not later than 30 days from the end of the six-month period, setting forth the circumstances that have precluded him/her from completing separation travel and the length of time needed to complete the travel. Reasons for delay may include, but are not limited to, children's completion of school year, unable to sell current residence (must document efforts), serious illness or death of an immediate family member, Act of God.
 - (a) Requests for delayed travel because of outside employment will not be approved.
 - (b) When delayed travel is authorized, all travel and transportation (including delivery of household goods) must be completed no later than two years from the date of the employee's separation.
- (3) The following relocation benefits are reimbursable in connection with separation travel: one-way travel, transportation of household goods, and shipment of one privately owned vehicle, if shipped abroad, to his/her actual place of residence in the United States.
 - (a) Travel and transportation of household goods may be authorized to an alternate destination, provided the government's cost does not exceed the cost that would have been paid for travel and transportation to the employee's actual residence when assigned abroad. Any additional cost resulting from travel and transportation of household goods to an alternate destination must be borne by the separating employee.

17-2 EMPLOYEES LEAVING SERVICE

17-2.1 Deleted (See *Security Policy Manual* at http://rmd.fbinet.fbi/ppu/manuals-desk/manuals_published_in_new_format.htm)

17-2.2 Employees Departing on Absence for Maternity Reasons

FD-309 is to be used to record exit interview, and it should be submitted to FBIHQ immediately following interview. The following points should be followed:

- (1) Furnish employee with FD-462 at the same time the FD-309 is executed. FD-462 explains maternity benefits available to employee.
- (2) Submit an administrative performance rating only if there has been a substantial change in employee's work performance since last rating. If there is no substantial change, merely so state on FD-309. If absence for maternity reasons extends to the end of the regularly scheduled rating period, an annual performance rating must be submitted at that time.
- (3) Employees who resign for maternity reasons, rather than going on absence for maternity reasons, should be handled as described in 17-2.1 above.

17-2.3 Employees Leaving for Military Service

See Part I, Section 10-5 of this manual for interview of employee leaving for military service.

| SECTION 18. |FEDERAL RETIREMENT SYSTEMS|

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

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18-1 INTRODUCTION

| |All FBI employees are covered by one of two retirement
| systems, the Civil Service Retirement System (CSRS) or the Federal
| Employees Retirement System (FERS). All employees first hired into a
| Federal civilian position on or after 1/1/84 are covered by FERS.
| Employees who reinstate to Federal service and are exempt from FERS
| because of a previous period of service under CSRS have six months
| from the date of reinstatement to transfer to FERS if they had more
| than three days break in service. |

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

| 18-1.1 Submission of Request for Employee Retirement|Certificate|

| Heads of offices may request a congratulatory
| |certificate|from the Director for retiring employees by submitting an
| FD-931 (Request for Employee Retirement|Certificate). | Forms should be
| submitted to the|Executive Secretariat Unit, Records Management
| Division, |30 days in advance of the retirement date (if possible).
| Employees must have 20 years of cumulative|federal government|service
| in order to be eligible for a|certificate, |and there should be nothing
| in the employee's work record which would preclude him/her|from|
| receiving a congratulatory|certificate|from the Director. Exceptions
| are made for employees with fewer years of service who retire on
| disability. |Certificates|will be sent to the heads of offices for
| presentation or delivery.

**EffDte: 11/21/2002 MCRT#: 1244 Div: RM Cav: SecCls:

| 18-2 |CIVIL SERVICE RETIREMENT SYSTEM (CSRS)

| CSRS is the original Federal retirement system, created by
| Congress in 1920. CSRS benefits are in the form of a single annuity
| based on a retired Federal employee's longevity and salary history.
| The United States Office of Personnel Management (OPM) administers
| CSRS. While many CSRS-covered employees also earn benefits from
| Social Security and the Thrift Savings Plan (TSP), they are not a part
| of CSRS. |

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

| 18-2.1 | Eligibility|

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

| 18-2.1.1 | Immediate Retirement

| Employees are vested after five years of civilian service
| and are eligible for an immediate annuity if they have at least one
| year of civilian service under CSRS during the two years prior to
| separation. Age and years-of-service requirements are shown below:

AGE	YEARS OF SERVICE	SPECIAL CONDITIONS
62	5	None
60	20	None
55	30	None
50	20	Annuity reduced if under age 55; must be involun- tarily separated (i.e., major reorganization or reduction in force (RIF)).
Any	25	
50	20	Law Enforcement (at least 20 years of Federal civil- ian law enforcement officer service)

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

18-2.1.2 Mandatory Retirement

| |Section 8335 (b), Title 5, United States Code requires a
| law enforcement officer to|retire no later than the end
| of the month in which they become age 57, provided they have at least
| 20 years of law enforcement service. If they do not have 20 years of
| law enforcement service at the age of 57, they must retire no later
| than the last day of the month in which they acquire 20 years of law
| enforcement service. |Exceptions to mandatory retirement may be made
| by the agency head as described in MAOP, Part I, 18-2.1.3. |

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

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| 18-2.1.3 Exception to Mandatory Retirement (See MAOP, Part 1, 18-2.1.2|and 18-3.1.4.)|

(1) The Attorney General has delegated to the Director of the FBI the authority to grant exceptions to mandatory retirement to Special Agents (SAs) whose continued service is required by the public interest and would promote the mission of the FBI. Exceptions will be made on a case-by-case basis for up to one year at a time and can be made up to the month in which the Agent will reach 60 years of age. A recommendation from the division head for exception must be submitted | to the|Administrative Services|Division no more than six months prior to the mandatory retirement date. Members of the Senior Executive Service (SES) should submit their requests for exception to the Director 18 months prior to their mandatory retirement date. The request for exception should include the following:

(a) The SA's name, date of birth, length of law enforcement service, and date of mandatory retirement;

(b) The SA's grade, series, title, organizational title, and duty location;

(c) A statement that the SA is willing to remain in government service for the length of the exception;

(d) A thorough description of the reasons the SA's retention is required by the public interest and would promote the needs of the FBI in fulfilling its mission;

(e) The requested duration of the exemption; and

(f) A certification by the SA's division head or SAC that the proposed exemption is required by the public interest and would promote the needs of the Bureau in fulfilling its mission.

(2) No more than 20 exceptions for members of the SES may be granted at any given time. Any SES member who is a Special Agent and desires to extend his/her Bureau service must make their intentions known by submitting a communication to the Director approximately 18 months prior to reaching their mandatory retirement date. The communication must specify to what age or date the requestor desires to continue service, not to exceed age 60. Any SES member considering this option is encouraged to discuss the matter fully with the Director.

(3) The SES Board, chaired by the Deputy Director and staffed by the Assistant Directors of the Criminal Investigative, | Finance, Inspection, National Security, |Administrative Services, | Information Resources, and Training Divisions, as well as the Chairperson of the Special Agent Mid-Level Management Selection

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Board will review requests for extended service and provide a recommendation to the Director. The Director will then serve as the final authority for approving/denying the request.

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

| 18-2.2 | Credit For Service (See 18-3.2.)

| Credit is given for years, months, and days of civilian
| service, military service, and accrued sick leave on the date of
| retirement. (See important details concerning military deposits in
| Section 18-2.9.) Approximately 174 hours of sick leave provide an
| additional month of service. After combining all service and sick
| leave, only years and months of service are used in computing the
| annuity. For example:

	YEARS	MONTHS	DAYS
Civilian service	28	8	12
Military service	2	0	0
Sick leave	0	10	25
Total	30	18	37
equals	31	7	7
Used to compute annuity	31	7	

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18-2.3 "High-Three" Average Salary (See 18-3.3.)

The total service (years and months) and the "high-three" average salary are the two factors used in computing the annuity. Any consecutive three years of service may be used for the "high-three" average. Although the average must be from three consecutive years, it does not have to be three calendar years. For example, the three-year period can be from 3/27/92 through 3/26/95. Basic pay,
| Availability Pay (AVP), and locality pay are used in determining the
| "high-three" average salary.

**EffDte: 04/02/1996 MCRT#: 525 Div: D3 Cav: SecCls:

| 18-2.4 Computing the Annuity (See 18-2.10(3), 18-3.4(2) and 18-5.4.)

| retirement account to avoid paying taxes and a penalty on the
| interest.|

Voluntary contributions may remain in CSRS after retirement and will be used to increase the annuity. Each \$100 of voluntary contributions will provide an additional benefit of \$7 per year, plus 20 cents for each full year the annuitant is over age 55 at the time of retirement.

Interest rates on CSRS contributions have been as follows:

1985--13.0 percent	1993--7.125 percent
1986--11.125 percent	1994--6.25 percent
1987--9.0 percent	1995--7 percent
1988--8.375 percent	1996--6.875 percent
1989--9.125 percent	1997--6.875 percent
1990--8.75 percent	1998--6.75 percent
1991--8.625 percent	1999--5.75 percent
1992--8.125 percent	

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| 18-2.7 Deposits (See 18-2.6 and 18-3.7(2).)

| Employees who entered on duty between approximately 1951
| to 1978 and were appointed to a nonlaw enforcement position were
| considered on temporary appointments. Those employees were covered by
| Social Security and were not covered by CSRS until converted to
| permanent appointments (usually after three years). At the time of
| retirement, credit will be given for the years of temporary service;
| however, the annuity will be reduced by 10 percent of the amount of
| the deposit owed on the date of retirement (including interest).
| Interest on deposits accrues at the rate of 3 percent per year,
| compounded annually, for any nondeduction service prior to 10/1/82.
| Unpaid deposits can be paid at any time prior to retirement by filing
| Standard Form 2803.

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

18-2.8 Redeposits (See 18-2.6 and 18-3.8(2).)

(1) A redeposit is the amount owed to CSRS for a refund of CSRS contributions for a previous period of service. Interest accrues on redeposits and is compounded annually. For refunds prior to October 1, 1982, the interest is compounded at 3 percent per year, regardless of when the employee begins the redeposit or how long he/she needs to complete it. For refunds on or after October 1, 1982, the interest is compounded at 3 percent per year through December 31, 1984, then at variable rates as shown under Section 18-2.6.

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(2) Redeposits may be paid any time prior to retirement by filing Standard Form 2803. If a redeposit for refunded service prior to October 1, 1990, is not paid, the annuity will be actuarially reduced. The amount of the reduction depends upon the amount owed at time of retirement (including accrued interest) and the employee's life expectancy.

(3) The following table of factors is used to determine the reduction. The total amount of the redeposit owed, including interest, is divided by the factor for the age of the employee on the date of retirement. The result is the amount of the monthly reduction in the CSRS annuity.

CSRS
PRESENT VALUE FACTORS

For annuities commencing on or after October 1, 1997

AGE AT RETIREMENT	REDUCTION FACTOR	AGE AT RETIREMENT	REDUCTION FACTOR
40	271.2	66	156.8
41	267.1	67	152.0
42	263.3	68	147.1
43	259.9	69	142.3
44	256.5	70	137.1
45	252.5	71	131.9
46	248.4	72	126.7
47	244.4	73	121.5
48	240.2	74	116.2
49	235.8	75	111.0
50	230.9	76	105.9
51	226.7	77	100.8
52	222.6	78	95.8
53	218.2	79	90.9
54	213.5	80	86.2
55	208.5	81	81.6
56	204.0	82	77.1
57	199.4	83	72.8
58	194.7	84	68.7
59	190.2	85	64.7
60	186.1	86	61.0
61	181.2	87	57.4
62	176.0	88	54.1
63	171.3	89	50.9
64	166.4	90	47.9
65	161.5		

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18-2.9 Military Service Credit and Deposits (See 18-2.2 and 18-3.9 (1) & (2).)

(1) At time of retirement, credit is given for active

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| duty military service performed prior to 1/1/57. Active duty military
| service performed on or after 1/1/57 is also creditable; however, a
| deposit may be due for some employees.

| (2) Creditable service includes active duty or active
| duty for training in the Army, Navy, Air Force, Marine Corps, Coast
| Guard, service in the Commissioned Corps of the U.S. Public Health
| Service after 6/30/60, and service as a commissioned officer of the
| National Oceanic and Atmospheric Administration after 6/30/61.
| Service performed in the National Guard is creditable only if
| performed under Title 10 of the United States Code or by "call of the
| President." Also, active duty for training (often referred to as two-
| week summer camps) while in the military reserves is creditable if the
| service was not performed while on leave from a Federal civilian
| position. Weekend drills while in the reserves are not creditable.

| (3) Employees who first entered on duty before 10/1/82
| will receive credit for active duty military service at time of
| retirement. The retired employee will lose credit for post-1956
| service at age 62 if the retiree is eligible for a Social Security
| benefit, unless a deposit is paid.

| (4) Employees who first entered on duty on or after
| 10/1/82 will receive credit for pre-1957 military service. Post-1956
| military service is creditable only if a deposit is paid, regardless
| of future Social Security eligibility.

| (5) Under CSRS, the post-1956 service credit deposit is
| 7 percent of the employee's total military base pay earned while
| on active duty. Compound interest began to accrue on 10/1/85. The
| variable rates of interest are given in Section 18-2.6. Military
| deposits must be made to the Bureau prior to retirement.

| (6) Employees who are receiving military retired pay have
| the option of waiving their military retired pay and receiving credit
| for their military service in their CSRS benefit. Generally, the
| military service cannot be used unless the military retirement pay is
| waived. However, employees who are entitled to military retired pay
| which was earned because of reserve duty do not need to waive their
| reserve retirement benefit to receive credit for any creditable
| active-duty military service they may have performed. Employees whose
| military retired pay was based on a service-connected disability
| incurred in combat or in line of duty during a period of war likewise
| may receive credit for their military service without waiving military
| retired pay.)

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

18-2.10 Disability Retirement (See 18-3.10 (1) & (5).)

(1) After five years of civilian service, employees covered by CSRS are eligible for disability benefits. Application is

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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.

(2) To qualify for disability retirement, employees must have five or more years of civilian service and be physically or mentally unable to perform the duties of their assigned positions or another position that the Bureau could accommodate them in which would have similar duties, pay the same salary, and be within the same commuting distance. Accommodation within the same commuting area is not required if the employee is in a position which is subject to transfer.

(3) The benefit paid will be the greater of (a) the amount obtained under the general formula given in Section 18-2.4 or (b) the guaranteed minimum.

(4) The guaranteed minimum is the lesser of (a) 40 percent of the "high-three" average salary or (b) the amount obtained under the general formula after increasing the actual years of service by the time remaining between the date of separation from service and the date the employee becomes age 60.

| (5) | If an Agent is approved for disability retirement and |
| has already attained 20 years of federal law enforcement service, but |
| has not yet reached age 50, he/she will have their disability |
| retirement computed using the CSRS law enforcement formula given in |
| 18-2.4. An Agent who has not yet served as a federal law enforcement |
| officer for 20 years will have their disability retirement benefit |
| computed using the guaranteed minimum method given in number (4) |
| above. |

| (6) | An annuitant who is receiving disability benefits is |
| allowed to earn income from wages and/or self-employment. However, if |
| earnings in any calendar year are at least 80 percent of the current |
| rate of basic pay for the position from which the employee retired, |
| the employee is considered to be restored to earning capacity and the |
| benefit is stopped. |

| (7) | Employees who are receiving retirement benefits |
| because of disability may be required at any time by OPM to provide a |
| current physician's report. Benefits will be discontinued if the |
| employee is found to be recovered. |

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

18-2.11 Survivor Benefits - Death in Service (See 18-2.12.)

(1) If an employee dies while covered by CSRS after 18 months of civilian service, his or her spouse will receive an annuity, provided they were married for at least nine months. This requirement does not apply if the death was accidental or if there is a child of

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the marriage.

(2) Generally, the spouse will receive 55 percent of the annuity earned by the creditable service and average salary. However, if it produces a higher annuity, the spouse will receive a guaranteed minimum which is 55 percent of the lesser of (a) 40 percent of the employee's "high-three" average salary, or (b) the annuity obtained by increasing the service by the time between the employee's death and the date the employee would have reached age 60. The spouse loses the survivor benefit if he/she remarries before the age of 55.

(3) |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 I, 18-2.4 will be used in computing the annuity, |
| resulting in a higher survivor annuity.|

(4) |Unmarried children under age 18, or 22 if they are |
| full-time students, will also receive an annuity if the employee dies |
| in service. A child 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.

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

|18-2.12 Survivor Benefits - After Retirement (See 18-3.12(4).)

(1) If the employee is married at time of retirement, the annuity will be reduced to provide the maximum survivor annuity. Under CSRS, the maximum survivor annuity is 55 percent of the full annuity. The reduction will be 2.5 percent of the first \$3,600 of the full annuity, plus 10 percent of the remaining annuity over \$3,600. For example, if the full annuity is \$33,600, the first \$3,600 is reduced by 2.5 percent, or \$90. The remaining \$30,000 is reduced by 10 percent, or \$3,000. The total reduction is \$3,090, and at the time of the annuitant's death, the surviving spouse will receive 55 percent of \$33,600, or \$18,480 per year. The reduction in the annuity ceases if the spouse predeceases the employee.

(2) A retiring employee may elect less than a full survivor annuity or no survivor annuity for his/her spouse. OPM will honor this election only if the retiring employee provides his/her spouse's notarized signed consent to the lower benefit.

(3) If the employee was divorced after 5/6/85, the former spouse may receive, by court order, all or part of the survivor annuity.

(4) An employee who is unmarried at the time of retirement and later marries may elect a survivor annuity for his/her

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| spouse. However, the retiree's annuity must be retroactively reduced,
| as if the retiree had been married continuously since the date of
| retirement.

| (5) A spouse or former spouse loses the survivor benefit
| if he/she remarries before the age of 55.

| (6) An employee who is in good health at the time of
| retirement may elect to provide a survivor annuity for a person who
| has an "insurable interest" in the employee, such as a relative or a
| current spouse who would not otherwise get a survivor annuity because
| of a court order awarding an annuity to a former spouse. To provide
| this benefit, the annuity would be reduced 10 to 40 percent,
| depending on the difference in the employee's age and the age of the
| person named. This reduction would be in addition to the reduction
| for the regular survivor annuity.

| (7) Benefits are also payable to unmarried dependent
| children as stated under Section 18-2.11. |

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

|18-2.13 Leaving Bureau Service Prior to Eligibility

| Employees who resign prior to being eligible for an
| immediate CSRS annuity have two options. They may take a refund of
| their retirement contributions or leave their contributions in the
| fund and apply for a deferred annuity at the age of 62. |

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

18-2.14 Alternative Form of Annuity (AFA) (See 18-3.14.)

| An employee, who|at time of retirement suffers from a
| life-threatening illness and is eligible for regular retirement, |may
| elect to receive a lump sum payment equal to the total contributions
| they have made to CSRS in addition to a monthly annuity. Under the
| AFA law, the monthly annuity is actuarially reduced by an amount which
| depends on the retiree's age at retirement and the amount of his/her
| contributions. Electing the AFA does not affect the potential
| survivor annuity; however, the election requires the spouse's consent.

| |The AFA is not an option for an employee who is applying for
| disability retirement or who has a court-awarded retirement benefit
| payable to a former spouse. |

**EffDte: 02/15/1994 MCRT#: 192 Div: D3 Cav: SecCls:

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||18-2.15 Cost of Living Adjustment (COLA) for Annuitants (See 18-3.15 and 18-5.2(3).)

| An employee who retires under CSRS receives a COLA
 | effective December 1st of each year after retirement. The COLA is
 | equal to the percentage increase in the Consumer Price Index for the
 | preceding Fiscal Year. The first COLA after retirement will be
 | prorated depending on the number of months since the retirement. For
 | example, if the employee retires on 4/30/92, he/she will receive only
 | 7/12 of the first year's COLA because the employee was retired for
 | only seven months prior to the effective date of the COLA. The
 | individual would receive the full COLA each year thereafter. |

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

||18-2.16 CSRS Offset

| An employee who resigns with at least five years of
 | Federal civilian service under CSRS and reinstates after a break in
 | service of more than one year will be placed in a retirement category
 | referred to as CSRS Offset. CSRS Offset employees are covered by CSRS
 | and Social Security at the same time. The eligibility requirements
 | and the benefits are the same as if they were covered by CSRS alone.
 | When a CSRS Offset employee becomes eligible for Social Security
 | benefits (usually at age 62), the CSRS annuity will be reduced by the
 | amount of the Social Security benefit attributable to his/her Federal
 | civilian service covered simultaneously by both CSRS and Social
 | Security. |

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

18-2.17 Beneficiary Designation (See 18-3.17 and Part I, 20-17 through 20-17.5.)

(1) An employee may designate a beneficiary to receive a lump sum refund of the employee's CSRS contributions in case of the employee's death, provided no survivor is eligible for an annuity. 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.