ATTACHEMENT 5

Conditions Of Appointment, Work Schedule And Employment Form (for signature)

RAO CONDITIONS OF APPOINTMENT, WORK SCHEDULE AND EMPLOYMENT FORM (for signature)

This is a statement of important conditions of appointment, work schedule and employment that apply to all annuitants selected as members of the Corps of Engineers Reemployed Annuitant Office (RAO). **Please review this information carefully, and if you agree to these conditions, sign the statement on the final page, and fax or scan and email it (signature page only) as part of your application packet to: Fax – 202-761-0378**, Email – RAO-Inquiries@usace.army.mil. This is not a comprehensive description of every condition of employment, but it highlights certain critical aspects of the RAO Program. If you are accepted into the RAO program, you should become familiar with these conditions and keep a copy of this document as a reference. If you have any questions about any of this information, please contact the RAO office at RAO-Inquiries@usace.army.mil

a. **Nature of Appointment.** By accepting a position with the RAO, annuitants are hired as temporary employees with an initial appointment of 1 year. After the first year, the appointment can be converted to a 4 year term appointment for a total of 5 years. In unique circumstances it may be converted to an indefinite appointment.

b. **Work Schedule.** The work schedule for all employees in the RAO is "intermittent". This means that employment is on an irregular or occasional basis, with hours or days of work not on a prearranged schedule. This impacts some benefits and entitlements. Due to the intermittent work schedule, Reemployed Annuitants (RAs):

- Are paid only for those hours that you are in duty status and performing work
- Are not eligible for holiday premium pay or Sunday or night differential
- Receive only salary plus any overtime earned
- Do not accrue annual or sick leave and may not use annual or sick leave
- Are not eligible for any other type of leave such as administrative leave
- Are not eligible to elect to make retirement contributions as described in DoD Instruction 1400.25V.300

c. **Classification and Pay Rate. All** RAO positions are classified as one of the following: National Security Personnel System (NSPS), Wage Grade (WG) or Wage Leader (WL) positions. There are no GS, WS, WD, Special Power Rate, or other type of Wage positions in the RAO. RAs are appointed to an official position and at the level determined to be most appropriate for the work of the RAO. The position and pay offered is set in consideration of the RAs qualifications and experience, including recency, as it relates to the needs of the program and the Corps of Engineers' missions. There is no guarantee that the pay level offered will equal the pay of the RA's pre-retirement position. The RAO Program Manager establishes NSPS pay band and pay, using the NSPS Salary Determination regulations and guidance. WG and WL grades and pay are established in accordance with appropriate wage regulations.

d. **Volunteer Separation Incentive Pay (VSIP) Restriction.** Annuitants are not eligible for the RAO program if they have received a VSIP from any agency of the Federal government within the preceding 5 years. Annuitants may repay the entire amount of the incentive payment to be eligible for an RAO appointment, but only after at least one year has elapsed after the VSIP was paid. Applicants must notify the RAO PM if they are repaying a VSIP to apply for the program.

e. **Direct Deposit and Withholdings.** RAs are paid on a bi-weekly basis when deployed and must receive their pay through direct deposit. The following is withheld from RAO paychecks:

- Federal Income Tax
- State Income Tax where applicable
- Old-Age Survivors and Disability Insurance (OASDI) more commonly known as Social Security
- Medicare

f. **Official Duty Station.** The official duty station of all RAs is Walla Walla, Washington for pay consistency purposes (with the exception of those who live in the Washington, D.C. area and are assigned to the Washington, D.C. area – no TDY). All RAs will receive the pay rate, annual cost of living and locality pay increases for the official duty station of Walla Walla, Washington, regardless of where they live or where they are deployed. RAs will not travel to Walla Walla, Washington unless there is a specific reason for deployment to that location.

g. **Medical Clearance**. Medical Clearance is required, both on a pre-employment and an annual review basis. This is accomplished by submitting a medical questionnaire for review by the RAO contract physicians, who make final medical determinations for the RAO Program. Medical clearance may be approved for either field or office deployments, based on the RA's request and physical/medical condition. RAs are required to notify the RAO PM when any changes occur in physical or medical condition. Such changes may require additional, out-of-cycle, medical reviews before additional deployments are approved. Eligibility to deploy may be suspended while medical information is being evaluated. If an RA fails to maintain a current medical clearance, through the annual medical review process, they will be removed from the RAO rolls.

h. **Pay and Maximum Earnings Limitations.** RAs are subject to all pay laws, rules, regulations and procedures as determined by the classification of their official positions and intermittent work schedule. This includes maximum earnings limitations as follows:

- NSPS RAs are subject to the maximum earnings limitation on pay, which provides that premium pay (eg. overtime) cannot cause the bi-weekly pay to exceed that equivalent to a GS-15 step 10 (including any applicable locality-based comparability payment), or Executive Level V, whichever is greater. A waiver of the bi-weekly pay cap may be authorized by the head of the agency or designee in certain emergency or other critical situations. A bi-weekly waiver is not automatic and must be specifically authorized in writing for the specific event (reference 5 CFR 550.105).

- NSPS RAs are subject to the annual maximum earnings limitation not to exceed that of a GS-15 Step 10 (including any applicable locality-based comparability payment) or Executive Level V, whichever is greater. (Reference 5 CFR 550.106).
- All employees are subject to the aggregate maximum earnings limitation not to exceed the rate of pay for level I of the Executive Service at the end of the calendar year in accordance with 5 CFR 530.201.

i. **Effective Date of Appointment**. Applicants who hold a civilian employee appointment elsewhere in federal government at the time of selection for appointment to an RAO position, must be given a break in service of at least 3 days before appointment. This includes appointments on the rolls of other Corps organizations, including the Overseas Contingency Operations (OCO). **The effective date of the appointment will not be finalized until all required paperwork is complete and has been received by the Humphreys Engineer Center Support Activity (HECSA) Civilian Personnel Advisory Center (CPAC) in Washington D.C.**

j. **Benefits Coverage.** Due to the nature of appointment RAs are subject to the following pay and benefits criteria:

- Are excluded from coverage under CSRS and FERS.
- Pay into Social Security. If younger than Full Retirement Age (FRA) (depends on date of birth) and drawing Social Security RAs are subject to the Social Security earnings test (Social Security may be offset by excess earnings). For additional information refer to http://www.ssa.gov.
- Are excluded from Federal Employee's Health Benefit (FEHB) coverage. However, if it was taken into retirement, the normal premium will continue to be withheld from their annuity.
- Are excluded from Federal Employee's Group Life Insurance (FEGLI) coverage. However, if an employee has taken it into retirement, the normal premium will continue to be withheld from his/her annuity.
- May not contribute to the Thrift Savings Plan.
- Do not establish or increase survivor benefit entitlements.

k. **Standard Requirements and Conditions of Federal Employment.** RAs are subject to all standard requirements and conditions of Federal employment such as Safety, Standards of Conduct, Ethics, Employee Accountability During Emergencies, EEO, Hatch Act provisions regarding permitted and prohibited political activity for Federal employees, etc. and related training, unless specifically excepted. Harassment of any kind, including sexual harassment, is prohibited.

l. **Civilian Employee Common Access Card (CAC).** RAs must obtain and keep a current civilian employee Common Access Card (CAC) in order to be deployed, and must carefully safeguard the civilian employee CAC, even when not deployed. In addition, RAs are responsible for monitoring the expiration date of the civilian employee CAC and taking timely actions to obtain a new civilian employee CAC prior to expiration. The civilian employee CAC should not

be surrendered at the end of a deployment. It is only surrendered when employment in the RAO program ends.

m. **Conflict of Interest Prohibition.** Applicants may not be hired, and RAO employees may not remain in the RAO program, while employed as a contractor or as a member of FEMA's 'Cadre On-Call Response Employees' (COREs) program, unless the applicant or employee can demonstrate that there is no possibility of conflict of interest with the work of the RAO program. To request such consideration, the annuitant must provide the RAO PM with full information regarding the contract or FEMA work. Each case will be decided on an individual basis by the RAO PM with required input from CECC.

n. **Immunization.** RAs must comply with immunization requirements appropriate to the deployment location, and may be responsible for making arrangements to obtain immunizations prior to deployment. TDP (tetanus, diphtheria and pertussis) and hepatitis A are required. Other immunizations may be required based on the deployment location and conditions.

o. **Employee Accountability During Emergencies.** RAs must comply with the USACE Personnel Accountability during Emergencies Procedures. In the event of an emergency, personnel should make every effort to contact their local supervisors in accordance with local established emergency accountability plan. If this is not possible, personnel can account for themselves by calling 1-877-HI-USACE (1-877-448-7223 or emailing 877.hi.usace@usace.army.mil.

p. **Personal Email Contact Address. All RAs must have an email address** to be considered for employment in the RAO. If they do not have a personal email address they may obtain a free web-based account from numerous major providers (examples are Yahoo, Hotmail, G-Mail, etc). Free access to web-based email is available through most libraries. If this is not possible, they should discuss the situation with the RAO Program Manager (PM).

q. **Awards.** RAO members who provide exemplary service for the supported organization may be recognized through Honorary Awards or other non-monetary recognition. Due to the unique nature of the RAO, monetary awards are not considered appropriate and will not be authorized.

r. **Overseas Contingency Operations (OCO) Deployment**. The RAO does not deploy members directly to OCO, due to the specialized requirements of that program. RAs wishing to deploy in support of OCO must be separated from the RAO rolls in order to be picked up on those rolls. After the OCO deployment, individuals may request to be returned to the RAO rolls, after a break in service of at least 3 days.

s. **Employee Responsibility.** All RAO employees are responsible to check the RAO website (https://eportal.usace.army.mil/sites/RSC/rao/Pages/default.aspx) periodically for updates to these conditions of employment.

Sign below, then fax or scan and email this signature page as part of your application packet to:

Fax – 202-761-0378 or

Email – RAO-Inquiries@usace.army.mil

Fax

To: **From:**

U.S. Army Corps of Engineers **Fax No: _____**

CECO-O RAO

3rd Floor GAO Bldg.

441 G Street, NW

Washington, DC 20314-1000

Fax No: 202-761-0378

Email – RAO-Inquiries@usace.army.mil

To: RAO Program Manager,

I have read, understand and accept the Conditions of Appointment, Work Schedule and Employment presented above in Paragraphs a-q and also contained in Attachment 5 of SOP CECO-O-1 dated 1 June 2009.

Name (printed) _____

Signature _____

Date _____