U.S. NUCLEAR REGULATORY COMMISSION

DIRECTIVE TRANSMITTAL

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Appointments, General Employment Issues, Details, and Position Changes

Directive 10.1

Contents

Policy 1

Objectives 1

Organizational Responsibilities and Delegations of Authority 2

Chairman 2
The Commission 2
Director, Office of the Inspector General (OIG) 3
Executive Director for Operations (EDO) 3
Director, Office of Personnel (OP) 3
Director, Office of Administration (ADM) 4
Deputy Chief Financial Officer and Controller (DCFO/C) 5
Office Directors and Regional Administrators 5

Applicability 5

Handbook 6

References 6

Appointments, General Employment Issues, Details, and Position Changes

Directive 10.1

Policy
(10.1-01)

It is the policy of the U.S. Nuclear Regulatory Commission to appoint and assign employees who are well qualified to carry out the mission of the agency efficiently and effectively without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition; without favoritism based on personal relationship or patronage; and with proper regard for their privacy and constitutional rights.

Objectives
(10.1-02)

- To effect appointments in a fair and equitable manner following basic general employment guidelines in use within the Federal sector. (021)
- To meet organizational mission needs and efficiently utilize the skills, knowledges, and abilities of NRC employees through application of details and position changes. (022)
- To ensure agencywide uniformity in the application of appointment and employment practices and in the use of details and position changes. (023)
- To maintain a drug-free Federal workplace. (024)

Organizational Responsibilities and Delegations of Authority
(10.1-03)

Chairman
(031)

- Initiates the appointment, subject to the approval of the Commission, of the members of the Atomic Safety and Licensing Board Panel. (a)
- Serves as the appointing authority for executives reporting to the Chairman, and for the Director and the Senior Executive Service (SES) staff of the Office of Public Affairs, and for the Director of the Office of Congressional Affairs. (b)
- Delegates to the Executive Director for Operations the function of appointing all employees under the Commission and covered by this directive (other than those whose appointment is specifically provided for by the Chairman or by the Commission). (c)
- Appoints the personnel employed in his or her immediate office. (d)

The Commission
(032)

- Serves as the appointing authority for the Directors of the Offices of the General Counsel, International Programs, State Programs, Secretary of the Commission, Commission Appellate Adjudication, and the Chief Administrative Judge, Atomic Safety and Licensing Board Panel, as well as the Executive Director for Operations and the Directors of the Office of Nuclear Regulatory Research, Nuclear Reactor Regulation, and Nuclear Material Safety and Safeguards. (a)
- Delegates to the respective heads of Commission-level offices the function of appointing the staff to those offices (other than the Offices of Public Affairs and of Congressional Affairs). (b)
- Delegates to the appropriate chairperson the function of appointing the staff of the Atomic Safety and Licensing Board Panel and the Advisory Committee on Reactor Safeguards. (c)

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The Commission
(032) (continued)

- Approves interim access authorizations and employment clearances as necessary. (d)
- Each Commissioner appoints the personnel employed in his or her immediate office. (e)

Director, Office of the Inspector General (OIG)
(033)

- Grants exceptions to personnel practices and procedures for employees in OIG as specified in Handbook 10.1. (a)
- Signs agreements for reimbursable details affecting OIG employees. (b)

Executive Director for Operations (EDO)
(034)

- Under authority delegated by the Chairman, appoints without any further action by the Commission all employees under the Commission and covered by this directive other than those whose appointment is specifically provided for by the Chairman or the Commission. (a)
- As appropriate, delegates to office directors and regional administrators authority to make selection for appointments and positions of general employment. (b)
- Designates positions (other than those filled by readers, interpreters, and personal assistants to employees with disabilities) to be filled by NRC limited (excepted) appointments in accordance with the criteria set forth in Handbook 10.1. (c)
- Grants exceptions or deviations from the administrative or procedural requirements of this directive when such requirements are not based on law or Executive order. (d)

Director, Office of Personnel (OP)
(035)

- Grants exceptions to personnel practices and procedures as specified in Handbook 10.1. (a)

Director, Office of Personnel (OP)
(035) (continued)

- Prescribes the standards, requirements, and guidance for the appointment of individuals for employment in the NRC and for effecting details and position changes. (b)

- Provides staff assistance to Commissioners, office directors, and regional administrators in carrying out their appointment and general employment responsibilities, including the detail of employees and the changing of positions of employees. (c)

- Provides final interpretations or decisions regarding the intent and applicability of this directive. (d)

- Ensures that operating practices and procedures meet the intent of the interchange agreement with the Office of Personnel Management, as described in Exhibit 1 of Handbook 10.1. (e)

- Delegates to regional administrators personnel authorities, as appropriate, through a signed delegation agreement. (f)

- Serves as Appointing Officer to ensure that all personnel actions conform to merit principles, are consistent with sound management practices, and are in accord with legal and regulatory requirements and applicable instructions. (g)

- Makes appropriate reports concerning the employment of retired members of the uniformed services. (h)

- Signs agreements concerning the detail of employees, with the exception of OIG employees, between the NRC to another Federal agency or a State agency. (i)

- Reviews and signs, or delegates authority to review and sign, "Notification of Personnel Action" (Standard Form 50). (j)

Director, Office of Administration (ADM)
(036)

- Determines the initial and continuing eligibility of NRC applicants, employees, and student volunteers for employment, clearance, and access authorization required for NRC employment. (a)

Director, Office of Administration (ADM)
(036) (continued)

- Determines whether any security objection exists to the employment of NRC applicants before the completion of the preappointment investigation and grant of access authorization. (b)

- Requests approval of the Commission to grant interim access authorization and employment clearance to designated individuals who require access to restricted data before completion of the required investigation, based on Subsection 145b of the Atomic Energy Act of 1954, as amended. (c)

Deputy Chief Financial Officer and Controller (DCFO/C)
(037)

- Furnishes required information concerning the employment of retired members of the uniformed services to the finance center of the appropriate uniformed service. (a)

- As delegated to the Director, Division of Budget and Analysis (OC/DBA), approves agreements in advance under which there is a detail of employees from the NRC to an outside agency, regardless of whether the NRC is to be reimbursed in accordance with Section (035)(f)) of Management Directive (MD) 4.2, "Administrative Control of Funds." (b)

Office Directors and Regional Administrators
(038)

As provided for in any applicable delegation agreements and in Handbook 10.1, carry out their personnel management responsibilities regarding the appointment; general employment, details, and position changes of employees in their offices.

Applicability
(10.1-04)

All NRC employees shall follows the policy and guidance of this directive and handbook except—

Applicability
(10.1–04) (continued)

- Members of the Senior Executive Service (see MD 10.135, "Senior Executive Service (SES) Employment and Staffing Programs") (a)
- Experts, consultants, and members of advisory committees (b)

Handbook
(10.1–05)

Handbook 10.1 provides the operational practices and procedures applicable to appointments, general employment, details, and position changes affecting NRC employees with exceptions as noted above.

References
(10.1–06)

Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.).

Code of Federal Regulations—

5 CFR 352, Subpart C, "Detail and Transfer of Federal Employees to International Organizations."

5 CFR 353, "Reemployment of Military and Civilian Retirees to Meet Exceptional Employment Needs."

5 CFR 553, "Restoration to Duty from Military Service of Compensable Injury."

10 CFR 10, "Criteria and Procedures for Determining Eligibility for Access to Restricted Data or National Security Information or an Employment Clearance"

Energy Reorganization Act of 1974, as amended (42 U.S.C. 5801 et seq.).

Freedom of Information Act (5 U.S.C. 552).

Intergovernmental Personnel Act of 1970, as amended (5 U.S.C. 3371–3376).

NUREG/BR–0086, "The Individual Development Plan (IDP) Process," latest revision.

—— 0136, "NRC Drug Testing Program," Rev. 2, December 1990.

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References
(10.1–06) (continued)

NRC Management Directive 4.2, "Administrative Control of Funds."

—— 7.6, "Public and Confidential Financial Disclosure Reports."

—— 10.13, "Special Employment Programs."

—— 10.15, "Merit Staffing Program."

—— 10.41, "Pay Administration."

—— 10.67, "Non–SES Performance Appraisal System."

—— 10.99, "Discipline, Adverse Actions, and Separations."

—— 12.3, "NRC Personnel Security Program."

—— 14.2, "Relocation Allowances."

Privacy Act of 1974, as amended (5 U.S.C. 552a).

United States Code, Title 5 "Government Organization and Employees."

5 U.S.C. 3343, "Details; to International Organizations."

5 U.S.C. 7532, "Suspension and Removal."

Appointments, General Employment Issues, Details, and Position Changes

Handbook 10.1

Contents

Part I

General Information 1

Purpose of This Handbook (A) 1
Collective Bargaining Agreement (B) 1
Office of Personnel Management (OPM) (C) 2

Part II

Appointments 3

NRC Authority for Appointments (A) 3
Types of Appointments (B) 3
Appointments to "Obligated" Positions (C) 4
Effecting Appointments (D) 4
Offers of Appointment (1) 4
Reference Inquiries (2) 4
Medical Fitness (3) 5
Selective Service Registration Status (4) 5
Tentative Offer Contingencies (5) 5
Final Offer (6) 5
Certification by the Appointing Authority (7) 5
Oath of Office and Appointment Affidavit (8) 6
Agreement Covering Discoveries, Inventions, and Improvements (9) 6
Restrictions Against Owning Certain Security Interests (10) 6
Formalization of Appointment (11) 6
Official Personnel File (OPF) (12) 7
Reporting the Employment of Retired Members of the Uniformed Services (13) 7

Part III

General Employment Issues 8

Nondiscrimination (A) 8

Contents (continued)

Part III (continued)

Citizenship (B) 8
Veterans' Preference (C) 8
Nepotism (D) 9
Conduct and Suitability (E) 10
Annuitants (F) 11
Selective Service Registration (G) 11
Employment Eligibility Verification (H) 11
Conditions of Employment for Retired Members of the Uniformed Services (I) 11
Pay From More Than One Civilian Position (J) 12
Employment on a Part-Time or Intermittent Basis (K) 12
Temporary Employment (L) 13
Term Employment (M) 14
Restoration to Duty From Military Service or Compensable Injury (N) 15

Part IV

Details and Rotational Assignments 16

Details in General (A) 16
Interagency Details and Details From or To State, Local, and Indian Tribal Governments, Institutions of Higher Education, and Other Eligible Organizations (B) 17
Interagency Details and Details From or To a State Agency (1) 17
Use of Interagency Details (2) 17
Reimbursable Details (3) 18
Nonreimbursable Details (4) 19
Travel Expenses (5) 19
Documentation (6) 19
Agreement Covering Discoveries, Inventions, and Improvements (7) 19
Security (8) 20
Intergovernmental Personnel Act (9) 20
Details to International Organizations (10) 20

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Contents (continued)

Part IV (continued)

Details Within the NRC (C) 20
Rotational Assignments (D) 22
General Information (1) 22
Participating in the Rotational Process (2) 23
Identifying Rotational Assignments (3) 24
Implementing Rotational Assignments (4) 24

Part V

Position Changes 26

Promotions (A) 26
General (1) 26
Rate of Promotion for Permanent Promotions (2) 26
Exceptions (3) 27
Career Ladder Promotions (4) 28
Accretion of Duties Promotions (5) 28
Temporary Promotions (6) 29
Change to Lower Grade (Demotion) (B) 33
General (1) 33
Involuntary Actions (2) 33
Voluntary Actions (3) 33
Repromotion Following Voluntary Demotion (4) 34
Reassignments (C) 34
General (1) 34
Selection (2) 34
Reassignments Involving a Change in Commuting Area or Geographic Relocation (3) 34
Failure to Accept a Reassignment (4) 35

Contents (continued)

Exhibits

1 Agreement for the Movement of Personnel Between the Civil Service System and the Nuclear Regulatory Commission (NRC) 36
2 Form I-9, "Employment Eligibility Verification" 41
3 OF 69, "Assignment Agreement" 43
4 NRC Form 711, "Rotational Assignment Application" 47
5 NRC Form 725, "Rotational Assignment Opportunity Notice" 48

Part I
General Information

Purpose of This Handbook (A)

This handbook contains the program requirements and practices relating to appointments and general employment requirements for positions within the Nuclear Regulatory Commission and to the staffing of agency positions (excluding those in the Senior Executive Service [SES], experts and consultants, and members of advisory committees) involving details and position changes. (1)

Appointments, general employment requirements, and staffing practices for SES positions are described in Management Directive (MD) 10.135, "Senior Executive Service (SES) Employment and Staffing Programs." (2)

Practices applicable to experts and consultants are described in MD 10.6, "Use of Consultants and Experts," whereas practices applicable to members of advisory committees are described in MD 10.12, "Member Appointments for Advisory Committees." (3)

Merit staffing procedures for agency positions, excluding those of the SES, are described in MD 10.15, "Merit Staffing Program." (4)

Additional practices and procedures applicable to the staffing of positions for the Senior Level System and Administrative Judges may be found in MD 10.145, "Senior Level System," and MD 10.153, "Administrative Judges—Compensation and Staffing." (5)

Collective Bargaining Agreement (B)

When provisions of the collective bargaining agreement with the employees' exclusive representative are in conflict with the provisions of this handbook with regard to bargaining unit employees and bargaining unit positions, the provisions of the agreement will govern.

Office of Personnel Management (OPM) (C)

The NRC's independent merit system has been recognized by OPM, as evidenced by its continued interchange agreement with OPM (formerly the Civil Service System; see Exhibit 1 of this handbook).

Part II

Appointments

NRC Authority for Appointments (A)

Positions in the NRC, excluding those in the Senior Executive Service (SES), are filled under the authority of Section 161d of the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974. By action of the NRC, the NRC excepted itself on January 20, 1975, under that authority from the regulations and procedures of the competitive civil service. While NRC personnel practices and procedures generally are consistent with those of the competitive service, NRC appointments carry the term "excepted" to indicate exception from the competitive civil service. However, all NRC appointments except Presidential appointments and SES appointments are subject to the veterans' preference requirements. (1)

An appointment is the action of effecting the employment of a person as an employee of the NRC. (2)

Types of Appointments (B)

Appointments in the NRC fall into two major categories: (1)

- Appointments of a permanent nature (a)
- Appointments of a temporary or time-limited nature, such as temporary, term, or "serves at the pleasure of" types of appointments (b)

The specific type of appointment and the title for the "nature of action" will be determined by the personnel representative on the basis of management needs and the parameters of the position being filled. (2)

Types of Appointments (B) (continued)

The personnel representative will advise the appropriate supervisor or manager of any special employment conditions, renewal options, return rights, or other factors that are applicable to the specific type of appointing authority used. (3)

Appointments to "Obligated" Positions (C)

Positions vacated by employees having permanent type appointments who are called to military service or who are transferred with reemployment rights to a national defense agency may be filled only on a temporary or an indefinite basis. Appointees to these positions must be informed that they are in Tenure Group II for reduction-in-force purposes and that they will be reassigned or otherwise removed from those positions when the former occupants return to the positions.

Effecting Appointments (D)

Offers of Appointment (1)

Offers of appointment may only be made by authorized Office of Personnel (OP) or regional personnel representatives.

Reference Inquiries (2)

A tentative offer of appointment to an outside candidate will usually be made by the personnel representative after a number of reference inquiries have been completed, depending on the circumstances. (a)

Reference inquiries may be made through personal or telephone interviews, or by written inquiries. All written responses to inquiries will become part of the official merit selection record. In the case of personal and telephone inquiries, answers should be recorded specifically as they are given by the interviewee for placement in the official file. All reference checks must be conducted in accordance with Exhibits 14, 15, and 16, as appropriate, of Management Directive (MD) 12.3, "NRC Personnel Security Program." (b)

Effecting Appointments (D) (continued)

Medical Fitness (3)

Before making an appointment or effecting a transfer from another Government agency, the appointing officer (the Director, OP, or his or her designee or a regional personnel officer [RPO], as appropriate) must determine the appointee's medical fitness for the position. This determination will be made on the basis of an assessment of the duties of the position and a review of pertinent pre–employment documents on file and drug-testing analysis, when required. (a)

The determination of medical fitness must be made before the appointee begins any travel necessary to report for duty. (b)

Selective Service Registration Status (4)

The procedures described in Part III of this handbook must be followed.

Tentative Offer Contingencies (5)

The personnel representative must explain to the candidate in the tentative written offer the specific pre-employment contingencies that must be met, such as requirements for a trial period and requirements involving conflicts of interest, financial disclosure, drug testing, and eligibility for employment clearance and access authorization.

Final Offer (6)

When the conditions set forth under the certification by the appointing authority are met, the OP representative or the RPO notifies the candidate that conditions have been met, and the approximate entrance-on-duty date is set.

Certification by the Appointing Authority (7)

The Director, OP, or his or her designee, or the RPO, as appropriate, will certify by signing the Standard Form (SF) 50, "Notification of Personnel Action," at the time of appointment that to the best of his or her knowledge, the various laws, regulations, standards, policies, procedures, and requirements concerning the selection have been adhered to.

Effecting Appointments (D) (continued)

Oath of Office and Appointment Affidavit (8)

The appointment affidavit is usually executed on the day of entrance on duty except that under special circumstances it may be executed before or after the employee is placed on the rolls. (a)

The oath of office must be administered and the affidavits must be signed before any salary is paid. (b)

Agreement Covering Discoveries, Inventions, and Improvements (9)

Each new appointee, except clerical and manual labor personnel who will have no access to technical data, will be required to complete an NRC Form 203, "Agreement Covering Discoveries, Inventions, and Improvements," as part of the employment process. (a)

If a new appointee has an existing agreement with another party relating to inventions, discoveries, or improvements, he or she is required to obtain execution of the Consent and Waiver portion of the NRC Form 203 from the other party. (b)

Any request for an exception or modification of this requirement will be forwarded to the Office of the General Counsel (OGC) for a decision. Completed NRC Form 203s will be forwarded to OGC. (c)

Restrictions Against Owning Certain Security Interests (10)

Agency regulations provide that certain employees of the NRC and their spouses or minor children shall not own any stock, bonds, or other security interests issued by any company included on a list that is published by the Commission. (a)

The designation of agency employees covered by the security ownership restriction is governed by MD 7.6, "Public and Confidential Financial Disclosure Reports." (b)

Formalization of Appointment (11)

All of the actions concerned with appointment to a position in the NRC are formalized with the issuance of the SF 50 by the personnel representative. The SF 50 is the evidence of the legal basis for payment of an employee and for determining the rights and privileges to which an employee is entitled under law and regulation.

Effecting Appointments (D) (continued)

Official Personnel File (OPF) (12)

An OPF will be established for each employee. The records and reports of personnel actions effected during the employee's service and the necessary documents and papers relating to these actions will be filed in the OPF in accordance with applicable Office of Personnel Management (OPM) regulations. (a)

Information from the OPF will only be disclosed in accordance with the provisions of the Privacy Act and the Freedom of Information Act. (b)

Reporting the Employment of Retired Members of the Uniformed Services (13)

The Director, OP (or his or her designated representative or the RPO, as appropriate), will report to the finance center of the appropriate uniformed service each accession to a civilian position of a retired member of the uniformed services (Regular or Reserve, and regardless of the basis for the retirement) and each personnel action that moves an employee from a position for which exception is authorized to a position for which exception is not authorized, or vice versa, in accordance with OPM regulatory instructions. An accession means any addition to the agency's rolls, regardless of the type of personnel action. (a)

The Office of the Controller will furnish information in the form requested by the finance centers concerning NRC salary payments to retired persons. (b)

Part III
General Employment Issues

Nondiscrimination (A)

All employees and applicants for employment with the NRC shall receive fair and equitable treatment in all aspects of personnel management without regard to race, color, religion, sex, handicapping condition, age, marital status, political affiliation, or national origin, and with proper regard for their privacy and constitutional rights. (1)

Vacant positions in the NRC may be filled by noncompetitive appointment and internal placement described in this handbook or by competitive appointment and internal placement described in Management Directive (MD) 10.15, "Merit Staffing Program." Each position will be filled on the basis of merit, fitness, and qualifications without discrimination because of reasons other than merit and without favoritism because of personal relationship or patronage. This requirement must not be interpreted in such a way, that it restricts the right of the selecting official to fill a vacancy by utilizing, when appropriate, one of the authorized exceptions to competitive procedures as described in MD 10.15. (2)

Citizenship (B)

Positions in the NRC will usually be filled with citizens of the United States, unless the Director, Office of Personnel (OP), determines that a noncitizen's potential contribution to the nuclear regulatory program will materially benefit the program by contributing unique or unusual skills or talent not possessed to any comparable degree by an available U.S. citizen. Such individual(s) must be found eligible for NRC employment clearance and access authorization to be employed by NRC.

Veterans' Preference (C)

Except for the Senior Executive Service (SES) and Presidential appointments, positions in the NRC are filled in accordance with veterans' preference requirements.

Nepotism (D)

A relative is an individual who is related to the NRC official as one of the following: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister. A public official is an individual in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated to appoint, employ, promote, or advance individuals, or to recommend individuals for appointment, employment, promotion, or advancement, in connection with employment in the NRC. The employment of relatives is subject to the restrictions described below. (1)

- A public official in the NRC may not appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement in the NRC any individual who is a relative of the public official. An individual may not be appointed, employed, promoted, or advanced in or to a position in the NRC if such action has been advocated by a public official who is serving in or exercising jurisdiction or control over the NRC and who is a relative of the individual. (a)

- An individual appointed, employed, promoted, or advanced in violation of this part is not entitled to pay. Money may not be paid from the Treasury as pay to an individual so appointed, employed, promoted, or advanced. (b)

- This requirement must not be construed in such a way as to prohibit the appointment of a preference-eligible individual in any case in which the passing over of the individual certified to a selecting official in accordance with merit staffing procedures would result in the selection for appointment of an individual who is not preference eligible. (c)

- When necessary to meet urgent needs resulting from an emergency posing an immediate threat to life or property, relatives of NRC public officials may be appointed to meet those needs under temporary appointments not to exceed (NTE) 1 month. These appointments may be extended NTE a second month if the emergency still exists. (d)

Nepotism (D) (continued)

- No employee shall be retained in a position under the administrative direction or supervision of any relative, and no person shall be selected for or retained in a position in which he or she will exercise administrative direction or supervision over a relative. (e)

- No relative of any employee in OP may be appointed to a position in any program for which OP staff members possess authority to make final selections, including positions as summer aids, student employees, summer clerical employees, and central support secretaries. (f)

Additional guidance regarding nepotism, when applicable, is described in the management directive for the specific program. For example, special guidance on nepotism applicable to mentally retarded or severely disabled students is described in MD 10.13, "Special Employment Programs." (2)

Before appointing any relative of any NRC employee to a position in the NRC, the personnel representative must notify the Director, OP. (3)

Conduct and Suitability (E)

If the conduct of an applicant for employment with the NRC may reasonably be expected to interfere with or prevent effective performance, either in the position applied for or by the NRC in the accomplishment of its mission, the applicant may be barred from employment with NRC. These reasons include—

- Delinquency or misconduct in prior employment (1)

- Criminal, dishonest, infamous, or notoriously disgraceful conduct (2)

- Intentional false statements or deception or fraud in connection with an application (3)

- Habitual use of intoxicating beverages to excess without adequate evidence of rehabilitation (4)

- Abuse of narcotics, drugs, or other controlled substances without adequate evidence of rehabilitation (5)

Conduct and Suitability (E) (continued)

- Any statutory disqualification (6)
- Ineligibility under the provisions of 10 CFR 10 or 5 U.S.C. 7532 for NRC employment clearance and access authorization (7)

Annuitants (F)

An annuitant under the Civil Service Retirement System (CSRS) or the Federal Employees' Retirement System (FERS) cannot be barred from employment in any position for which qualified solely because of retired status. (1)

The NRC observes the conditions of employment applicable to annuitants described in appropriate regulatory instructions of the Office of Personnel Management (OPM). (2)

Selective Service Registration (G)

A male who was born after December 31, 1959, who was or is required to register under Section 3 of the Military Selective Service Act, and who is not so registered or knowingly and willfully did not so register before the requirement terminated or became inapplicable to him, is not eligible for employment with the NRC.

Employment Eligibility Verification (H)

The NRC is required to verify employment eligibility of individuals on the "Employment Eligibility Verification" form approved by the Attorney General (Form I-9 see Exhibit 2). (1)

Any individual hired after November 6, 1986, must complete a Form I-9. For purposes of completion, the term "hired" applies to those employed, recruited, or referred for a fee. (2)

Conditions of Employment for Retired Members of the Uniformed Services (I)

Retired members of the uniformed services may be employed in NRC positions, in accordance with merit principles and practices, under the conditions specified by OPM in appropriate regulatory instructions. (1)

Conditions of Employment for Retired Members of the Uniformed Services (I) (continued)

Conditions and requirements applicable to a request to waive limitations on dual compensation for retired members of the uniformed services are described in 5 CFR 553. (2)

Retired members of the Armed Forces who are preference eligible are granted any earned veterans' preference in appointment actions. (3)

Retired members of the Armed Forces are granted earned preference in reduction–in–force actions in accordance with reduction–in–force regulatory instructions of OPM. (4)

Time in military service can count for purposes of setting the rate of annual leave accrual and for purposes of retirement. (5)

Pay From More Than One Civilian Position (J)

An individual may not receive pay from more than one civilian position for more than a total of 40 hours of work in any 1 week. No restriction exists on the number of appointments the individual may hold simultaneously, only on the number of hours for which he or she may be paid.

Employment on a Part-Time or Intermittent Basis (K)

As required, employment may be on a part–time basis or on an intermittent basis, regardless of the type of appointment given. (1)

Employment guidelines for NRC's Part–Time Career Employment Program are described in MD 10.13, "Special Employment Programs." This program is applicable to individuals holding permanent type appointments only. (2)

Part–time employees work on a prearranged regular schedule of less than 40 hours per week. These employees are subject to the same conditions and entitled to the same benefits as a full–time employee on the same type of appointment, except that leave is earned on a prorated basis and, in most cases, NRC's contribution to any Federal Employee Health Benefits plan is also prorated. (3)

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Employment on a Part-Time or Intermittent Basis (K) (continued)

Intermittent employees perform work on an irregular, occasional, or intermittent basis in which the hours or days of work are not based on a prearranged schedule. The employee is paid only for the time he or she is actually employed. These individuals are subject to the same conditions as full–time employees on the same type of appointment. They are also entitled to the same benefits as full–time employees on the same type of appointment, except as indicated: (4)

- They are not covered by retirement system benefits (FERS or CSRS). (a)
- They are not eligible for health or group life insurance benefits. (b)
- They do not earn annual or sick leave. (c)

An employee who is changed without a break in service to an intermittent work schedule from another type of work schedule continues to receive the benefits held while on the other type of work schedule, except that he or she does not earn annual or sick leave. (5)

Temporary Employment (L)

Temporary employment is used—(1)

- To fill a short–term position not expected to last longer than 1 year (a)
- To meet an employment need that is scheduled to be terminated within the time parameters of term employment as described below for such reasons as abolishment, reorganization, contracting out of the function, funding reductions, or completion of a specific project or peak workload (b)
- To fill positions on a temporary basis when the positions are expected to be needed for placement of permanent employees who would otherwise be displaced from other parts of the organization (c)

Temporary employment is for a specified period of time not to exceed 1 year. The appointment may be extended up to a maximum of an additional year (24 months of total service). (2)

Temporary Employment (L) (continued)

Employment in successor positions (positions that replace and absorb the position to which the individual was originally assigned) are considered extensions of the original appointment as are employment in positions involving the same basic duties and in the same major office or region and same commuting area as the original appointment. (3)

Positions that have been previously filled by a temporary appointment for an aggregate of 2 years or 24 months within the preceding 3 years cannot be filled again by a temporary appointment. (4)

The NRC may make an overseas limited appointment for 1 year or less to meet administrative needs for temporary employment. Such appointment may be extended for up to a maximum of an additional year. (5)

Temporary employees generally are not eligible to receive benefits such as participation in the retirement, health benefits, or life insurance programs unless their appointment exceeds 1 year. (6)

Term Employment (M)

Term employment is used—(1)

- To carry out special project work (a)
- To staff new or existing programs of limited duration (b)
- To fill positions in activities undergoing contracting out or in the process of being closed (c)
- To adjust for the uncertainty of future funding (d)
- To replace permanent employees who have been temporarily assigned to another position, are on extended leave, or who have entered military service (e)

Term and temporary employment may cover the same situations. The only difference is the service limit. (2)

Term employment involves work designated to last for a specified period of time exceeding 1 year and lasting not more than 4 years on a calendar basis. (3)

Term Employment (M) (continued)

Term employees may work on a full-time, part-time, or intermittent basis. (4)

Term employees are eligible for a variety of benefits including within-grade increases and participation in the retirement, health benefits, and life insurance programs. (5)

Term employment within the NRC also includes "professional term employment" positions that are especially designed for professional personnel working in project-type assignments. (6)

Restoration to Duty From Military Service or Compensable Injury (N)

The NRC will follow the restoration requirements described in 5 CFR 553.

Part IV
Details and Rotational Assignments

Details in General (A)

Details are used to meet the temporary needs of an organization when necessary services cannot be obtained by other more desirable or practicable means. (1)

All details must be made without discrimination because of reasons other than merit. (2)

Agreements under which there is a detail of employees are subject to the administrative control of funds procedures set forth in Parts VI and VIII of the Handbook to Management Directive (MD) 4.2, "Administrative Control of Funds." The Office of the Controller (OC) must approve the following details in advance: (3)

- Details to another Government entity regardless of whether NRC is to be reimbursed (Director, Division of Budget and Analysis [OC/DBA]) (a)
- Nonreimbursable details from another Government entity to the NRC (Director, OC/DBA) (b)
- Details to another NRC organization with a different fund source (Deputy Chief Financial Officer and Controller) (c)

Details involve the temporary assignment of an employee, with no official change in position classification or grade, to a different position for a specified period, with the employee returning to his or her regular duties at the end of a detail. Technically, a position is not filled by a detail because the employee continues to be the incumbent of the position from which he or she is detailed. (4)

An employee who continues to carry out the duties of the position to which he or she is assigned and who also performs some of the duties of another position for a limited time is generally not considered to be on detail. (5)

General Information (A) (continued)

For qualifications purposes, the experience of employees on detail is credited as an extension of the work the employee was performing immediately before the detail, or on its own merit, whichever is more beneficial to the employee. (6)

Service while on detail is generally credited for time-in-grade purposes at the grade of the position the employee officially holds. (7)

Interagency Details and Details From or To State, Local, and Indian Tribal Governments, Institutions of Higher Education, and Other Eligible Organizations (B)

Interagency Details and Details From or To a State Agency (1)

An interagency detail is an authorized temporary assignment of an employee from one Federal agency to another that does not change the employee's official position assignment or basic pay status. (a)

A detail from or to a State agency is an authorized temporary assignment of an employee that does not change the employee's official position assignment or basic pay status. (b)

Use of Interagency Details (2)

The services of an employee of another Federal agency or a State, local, or other eligible agency may be secured for the performance of duties in NRC on a reimbursable or nonreimbursable basis for pay purposes, or for travel and per diem, or both. However, nonreimbursable details to other Federal agencies are generally not acceptable. (a)

An NRC employee may be detailed to another Federal agency or a State, local, or other qualified agency on a reimbursable or nonreimbursable basis if the employee's services can be spared without serious impairment of NRC operations and the loan will be in the national interest. (b)

Interagency Details and Details From or To State, Local, and Indian Tribal Governments, Institutions of Higher Education, and Other Eligible Organizations (B) (continued)

Use of Interagency Details (2) (continued)

Details of NRC employees to either a member or a committee of Congress will be on a reimbursable basis. The Director, Office of Personnel (OP), for NRC employees or the Inspector General, OIG, for OIG employees, will be advised immediately when these details are proposed. Section 303d of the Atomic Energy Act of 1954, as amended, provides requirements on details to congressional committees. (c)

Generally, all interagency details to other Federal agencies must be reimbursable except when the detail either—(d)

- Involves a matter related to the lending agency's appropriation and will aid the agency in accomplishing the purpose for which appropriations are provided (i)
- Will have a negligible impact on the lending agency's appropriation. All details based on negligible impact are subject to the time limits described for details within the NRC (ii)

The above information is not applicable to details under the Intergovernmental Personnel Act. (e)

Reimbursable Details (3)

Reimbursable details are limited to a 1-year period, subject to extension. The salary of an employee who is detailed on a reimbursable basis from one Federal agency to another or from one State, local, or other qualified agency to another is paid from the appropriation of the agency in which the employee is regularly employed. That agency is then reimbursed for the employee's salary based on a written agreement between the two agencies that is made in advance of the detail. This agreement, signed by the responsible administrative officials of both agencies (the Director, OP, for the NRC employees or the Inspector General, OIG, for OIG employees), must be cited on billing documentation issued to the reimbursing agency.

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Interagency Details and Details From or To State, Local, and Indian Tribal Governments, Institutions of Higher Education, and Other Eligible Organizations (B) (continued)

Nonreimbursable Details (4)

Nonreimbursable details also require a written agreement between the agencies concerned. The lending agency will not be reimbursed for the employee's salary during the period of the detail. Nonreimbursable details must meet one of the two exception categories noted in Section (B)(2)(c) of this part. (a)

In addition, time and attendance reports must be submitted regularly to the agency from which the employee is detailed. (b)

Travel Expenses (5)

The expenses of any official travel performed in connection with the work of the agency to which an employee is detailed will usually be paid by the gaining agency. If the work is a joint effort, however, the lending agency may agree to pay all or part of the travel expenses.

Documentation (6)

A copy of the detail agreement is given to the employee concerned and one copy is placed in the employee's Official Personnel File (OPF) as a permanent document. Copies are also furnished to the finance and security offices of both the gaining and lending agencies.

Agreement Covering Discoveries, Inventions, and Improvements (7)

Civilian or military personnel assigned to, or on detail to, the NRC from other agencies are required to complete NRC Form 203. (a)

If the detailee has an existing agreement with another party relating to inventions, discoveries, or improvements, he or she is required to obtain execution of the Consent and Waiver portion of the NRC Form 203 from the other party. (b)

Any request for an exception or modification of this requirement will be forwarded to the Office of the General Counsel (OGC) for a decision. The completed NRC Form 203 will be forwarded to OGC. (c)

Interagency Details and Details From or To State, Local, and Indian Tribal Governments, Institutions of Higher Education, and Other Eligible Organizations (B) (continued)

Security (8)

The Office of Administration should be consulted before the beginning of an interagency detail to NRC for a determination regarding access authorization requirements.

Intergovernmental Personnel Act (9)

Guidance on temporary assignments under the provisions of the Intergovernmental Personnel Act of 1970 may be found in 5 CFR 334, and in the instructions specified on Office of Personnel Management Form OF 69, "Assignment Agreement" (Exhibit 3).

Details to International Organizations (10)

Assignments to international organizations are discussed in 5 U.S.C. 3343 and 5 CFR 352, Subpart C. Additional information on assignments to international organizations can be obtained from the Office of Personnel (OP).

Details Within the NRC (C)

Details may be appropriate under circumstances such as meeting temporary workload needs, pending official assignment, pending description and evaluation of a new position, pending the return of an absent employee, and for training purposes, particularly when the training is part of established promotional or developmental programs. (1)

Since the use of details may conflict with the principles of sound management and of job evaluation, details will be made only when absolutely necessary, and for as short a period as possible. Extensions beyond a total 1-year period require the approval of the Director, OP, for NRC employees or the Inspector General, OIG, for OIG employees. (2)

Details Within the NRC (C) (continued)

Details of 90 days or more to higher graded positions or positions with higher promotion potential than the position held by the detailee must be handled through the use of merit selection procedures. This category includes details a Senior Level System position. Generally, an employee assigned to perform the full range of duties of a higher graded position for a period that is expected to exceed 90 days should be given a temporary promotion using competitive procedures. However, if the detail does not require the employee to perform the full range of the higher graded duties but only a portion of them, a detail is appropriate. (3)

Details of non–SES employees to SES positions should be kept to a minimum. These details should not be used as a trial period for consideration of an employee for an SES appointment or as a means of providing specific employees with the opportunity for acquiring the necessary qualifications for entry into the SES, unless the detail is part of the NRC SES Candidate Development Program requirements. Only NRC employees with "permanent" type appointments can be detailed to SES career reserved positions. (4)

Competitive procedures must be used when detailing a non–SES employee to an SES position for more than 240 days unless the employee is eligible for a noncompetitive career SES appointment. (5)

The Office of Personnel Management (OPM) must approve a detail of more than 240 days if the detail is of a non–SES employee to an SES position that supervises other SES positions. (6)

Details to unclassified duties generally should be limited to 120 days. Extensions beyond 120 days require the approval of the Director, OP, for NRC employees or the Inspector General, OIG, for OIG employees. (7)

Details to lower graded positions should be avoided when possible and should be kept to the minimum amount of time. (8)

Employees may be detailed without regard to qualification requirements and time–in–grade restrictions. (9)

Performance plans (elements and standards) are required for individuals detailed for 120 days or more. (10)

Details Within the NRC (C) (continued)

Generally, a detail is initially made for 120 days or less and, when required, is extended in increments of up to 120 days up to the 1-year period. (11)

All details longer than 30 days shall be documented by issuing a Standard Form (SF) 50. The office to which the employee is being detailed (the gaining office) shall prepare an SF 52, "Request for Personnel Action," and shall route it through the office from which the employee is being detailed (the losing office) for concurrence, to the appropriate OP representative or regional personnel officer (RPO). This documentation must be made as soon as it is known that the detail will exceed 30 days. A short description of the duties to which the employee is detailed must be appended to the SF 52 to ensure proper evaluation of the employee's total experience. (12)

To terminate the detail at its conclusion, the office to which the employee has been detailed shall prepare an SF 52 and route it as previously indicated. This task must be accomplished whether or not the detail actually ends on the scheduled not-to-exceed date. (13)

Rotational Assignments (D)

General Information (1)

Rotational assignments are generally short-term lateral assignments of employees to other functions and components within the agency for the purpose of broadening staff capabilities. The purpose of rotational assignments is to develop greater overall capability and versatility within the staff to better accomplish the mission of the agency. These assignments are designed to develop employee skills, foster a greater understanding of NRC programs, develop greater cohesion and cooperation among the staff, and provide employees with broader experiences and new challenges. (a)

Although rotational assignments directly benefit participating employees, it should be emphasized that the operating needs of NRC and its organizational components are of paramount concern when effecting rotational assignments. For this reason, final approval of a rotational assignment requires the concurrence of appropriate managers in the office to which the employee is permanently assigned. Although rotational assignments are not an employee entitlement, managers and supervisors should fully utilize the rotational assignment process to develop staff knowledge, skills, and abilities. (b)

Rotational Assignments (D) (continued)

General Information (1) (continued)

All NRC offices and regions can participate in the rotational process. All NRC employees can participate in rotational assignments, except for employees serving under temporary appointments. Employees already participating in a developmental program that includes rotational assignments (e.g., the Women's Executive Leadership Program, the Executive Potential Program for Mid-Level Employees, and the Intern Program) will not be considered for additional rotational assignments. (c)

An employee may be rotated to a vacant position or to an unclassified set of duties. No vacancy announcement or vacant position is required for a rotational assignment to be developed. The normal duration of a rotational assignment is 3 to 6 months. (d)

Participating in the Rotational Process (2)

Consideration for a rotational assignment can develop in several ways: (a)

- Employees may indicate their interest by contacting their regional personnel office or OP service center representative and providing a completed "Rotational Assignment Application" (NRC Form 711, Exhibit 4). Employees should discuss their interest in rotational assignments with their supervisors and, as appropriate, include such interests in their Individual Development Plans (see NUREG/BR-0086 latest revision). (i)

- With the current supervisor's approval, an employee also may identify and discuss a potential rotational assignment directly with a management official of another organization. (ii)

- Supervisors may identify employees believed to be well suited for rotational assignments to or from their organizations. (iii)

Appropriate supervisory approval is needed for consideration for all rotational assignments. (b)

Rotational Assignments (D) (continued)

Identifying Rotational Assignments (3)

Supervisors or managers having rotational opportunities may submit a "Rotational Assignment Opportunity Notice" (NRC Form 725, Exhibit 5) to the appropriate OP service center or regional personnel office representatives. The notice should describe the assignment, the qualifications desired, the length of rotation, and so forth. (a)

The Chief of Employment and Staffing, OP, along with OP service center and regional personnel office representatives, will compare rotational opportunities with employees' rotational assignment applications. The applications that potentially match rotational opportunities will be forwarded to the office(s) or region(s) in which the opportunities are available. Offices and regions will follow up with supervisors and employees, as appropriate. An agreement between the losing and gaining organizations must be reached before the employee is notified that a rotational assignment will be effected. (b)

At their discretion, supervisors may interview employees interested in rotational assignment when ready to fill the rotational opportunity. Telephone interviews are acceptable. There is no requirement for any or all interested employees to be interviewed. (c)

The Chief of Employment and Staffing, OP, will routinely provide copies of rotational assignment applications to offices and regions for their consideration in developing rotational opportunities. (d)

Implementing Rotational Assignments (4)

Usually, the office to which the employee is permanently assigned is responsible for the resource costs (e.g., FTE) associated with a rotational assignment. However, travel and other resource costs may be negotiated between the losing and gaining organizations. (a)

Agency performance appraisal regulations and bargaining agreement provisions apply to rotational assignments. Employees on rotational assignments for more than 120 days should be provided performance elements and standards and be given a summary rating by the rotational assignment supervisor. This rating should be considered by the supervisor of record in the annual performance appraisal. Employees on rotational assignments for more than 8 months during the rating period should be given their annual performance appraisals and ratings of record by the rotational assignment supervisor. (b)

Rotational Assignments (D) (continued)

Implementing Rotational Assignments (4) (continued)

Agency travel and per diem regulations apply to employees participating in rotational assignments away from their regular duty station. (c)

Employees who have any questions or want further information concerning rotational assignments should contact their OP service center or regional personnel office representatives. (d)

Part V
Position Changes

Promotions (A)

General (1)

A promotion is the official change of a continuously employed NRC employee from one grade level to a higher grade level in the same pay system, or to a position with a higher representative rate under a different pay system. (a)

Employees under either "permanent" or "temporary" types of appointments may be changed to higher grade positions if the candidate for promotion meets the requirements outlined below. In addition, promotion of employees with "permanent" types of appointments are made in accordance with the NRC Merit Selection System as described in Management Directive (MD) 10.15. (b)

Rate of Promotion for Permanent Promotions (2)

For provisions governing bargaining unit positions and employees, the collective bargaining agreement with the employees' exclusive representative should be consulted. (a)

As a general rule, an employee is expected to serve in his or her current position long enough to demonstrate ability, competence, and fitness for promotion. However, the number of advancements an employee may receive and the number of grades he or she may be advanced are not limited so long as one of the following terms is met at the time of each advancement. (b)

- Advancement to Positions at the GG–6 Level or Above (i)
  - Candidates for advancement to a position at GG–6 through GG–11 that is in a line of work properly classified at one–grade intervals must have completed at least 52 weeks of service in positions no more than one grade lower than the position to be filled. (*a*)

Promotions (A) (continued)

Rate of Promotion for Permanent Promotions (2) (continued)

- Candidates for advancement to a position at GG–7, GG–9, or GG–11 that is in a line of work properly classified at two–grade intervals must have completed at least 52 weeks of service in positions no more than two grades lower than the position to be filled. The NRC follows Office of Personnel Management (OPM) guidance for identifying lines of work properly classified at two–grade intervals. (*b*)
- Candidates for advancement to a position at GG–12 or above must have completed at least 52 weeks of service in positions no more than one grade lower than the position to be filled. (*c*)
- When there is no position at the next lower grade in the normal line of promotion to the position to be filled, candidates must have at least 52 weeks of service in positions no more than two grades lower than the position to be filled. (*d*)

• Advancement to Positions at the GG–5 Level or Below (ii)

A candidate may be advanced to a position at GG–5 or below if any of the following apply:

- The position is no more than two grades above the lowest grade level he or she held within the preceding 52 weeks under nontemporary appointment. (*a*)
- The candidate met this restriction for advancement to the grade of the position to be filled at any time in the past. (*b*)
- The candidate previously held a position at or above the grade level of the position to be filled at any time under any type of appointment. (*c*)

The NRC follows OPM guidance to determine how service under pay schedules other than the GG schedule is credited, what constitutes the "usual line of promotion," and so forth. (c)

Exceptions (3)

When it is determined to be in the best interests of the NRC, the Director, Office of Personnel (OP), may, in rare cases, approve exceptions to the rate of promotion upon written request by office directors or regional administrators.

Promotions (A) (continued)

Career Ladder Promotions (4)

Only an employee with a current annual summary performance rating of at least "Fully Successful" may be considered for a noncompetitive career ladder promotion to a higher grade level. (a)

No employee may receive a career ladder promotion who has a rating below "Fully Successful" on a critical element that is also critical to performance at the next higher grade of the career ladder. (b)

Generally, career ladder promotions are noncompetitive promotions within the career ladder up to and including promotion to the target position of the career ladder in which there was initial competitive selection for entry into the career ladder. (c)

Promotion to the next stage or the target position in the career ladder is dependent, in addition to having no less than a "Fully Successful" performance rating, upon the individual's performing the full scope of duties and responsibilities described for the next or target career ladder position. (d)

Accretion of Duties Promotions (5)

An accretion of duties promotion is a noncompetitive promotion resulting from a reevaluation of the duties of the position. (a)

To warrant consideration for an accretion of duties promotion, at a minimum all of the following criteria must be met: (b)

- The duties of the "old" or current position must be absorbed into the "new" position. (i)
- The change in duties (additional duties) must not be the result of planned management action. (ii)
- The incumbent of the position must be performing the duties at no less than the "Fully Successful" level. (iii)

An accretion of duties promotion cannot be made from a nonsupervisory to a supervisory position. (c)

Promotions (A) (continued)

Temporary Promotions (6)

General Use (a)

Temporary promotions cannot be made to Senior Executive Service (SES) positions. (i)

Temporary promotions may be used when an employee performs the duties of a vacant position or replaces an incumbent during an extended absence. (ii)

Temporary promotions may be used when an employee assumes responsibility for a higher level workload for a limited period. (iii)

Temporary promotions may be used when an employee participates in a special project that will last for a limited period. (iv)

Competitive Procedures (b)

Competitive procedures must be used for temporary promotions of 90 days or more. (i)

If an employee has been detailed, rather than being temporarily promoted, to and is performing the full range of duties of a higher grade position, the assignment must be changed to a temporary promotion no later than the beginning of the pay period following the 90th day of the detail, regardless of whether time-in-grade requirements have been met. Details should not be used to circumvent competitive procedures for temporary promotions on temporary assignments of at least 90 days or more. (ii)

The competitive procedures discussed in MD 10.15, "Merit Staffing Program," must be used if a temporary promotion is scheduled to last longer than 90 days. (iii)

In no case may an employee who has completed 90 days on a temporary promotion be allowed to continue to perform the full range of duties of the temporary position after the promotion has been terminated and the employee returns to his or her position of record. (iv)

Promotions (A) (continued)

Temporary Promotions (6) (continued)

Noncompetitive Procedures (c)

If the temporary promotion is to last less than 90 days, it may be made with or without competition. However, if a temporary promotion is made noncompetitively and the assignment lasts 90 days or more, one of the following choices must be made:

- Competitive procedures may be used to select an employee (either the same employee who had been noncompetitively promoted or another employee). (i)
- A different employee may be noncompetitively promoted. (ii)

Inappropriate Use of Temporary Promotions (d)

Temporary promotions are not to be used in the following situations:

- To give an employee a trial period before permanent promotion (i)
- To decide among candidates for permanent promotion (ii)
- To train an employee in higher grade duties (iii)
- When the employee is not performing the full range of duties of the higher level position (iv)
- When a deputy or other staff member routinely acts for a brief period during a supervisor's absence (v)

Effective Date of a Temporary Promotion (e)

A temporary promotion may be effective at the beginning of an employee's assignment to perform the full range of duties of a higher grade position, or at the beginning of any pay period between the first and the 90th day of this assignment, at the supervisor's discretion in consultation with OP.

Qualifications for a Temporary Promotion (f)

Employees receiving temporary promotions, whether selected competitively or noncompetitively, are subject to the same qualifications requirements as employees receiving permanent promotions. (i)

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Promotions (A) (continued)

Temporary Promotions (6) (continued)

Qualifications for a Temporary Promotion (f) (continued)

The Director, OP, may waive requirements if no other employees are available to be temporarily promoted. (ii)

Time-in-grade requirements do not apply to temporary promotions. (iii)

Temporary Promotion Information (g)

An employee selected for a temporary promotion must be informed in writing in advance of the promotion of the circumstances that make a temporary promotion, rather than a permanent promotion, appropriate; of the temporary nature of the action and of all conditions relating to it, including the expected duration; and that he or she will return to his or her regular position or one at the same grade level when his or her services are no longer needed in the higher grade, whether or not the expected period has ended. (i)

The Standard Form (SF) 50, "Notification of Personnel Action," documenting the temporary promotion must state in the "Remarks" section that the employee has full knowledge of the conditions of the temporary promotion. (ii)

Length of a Temporary Promotion (h)

An employee may be temporarily promoted for the expected duration of his or her services in the higher grade using competitive or noncompetitive procedures, as appropriate. (i)

The initial period of a competitive temporary promotion may not exceed 1 year. (ii)

If the employee's services are still needed in the higher grade after a year, the Director, OP, will review the position to determine whether it is actually a temporary position. If it is not, the position will be filled permanently by appropriate means. (iii)

If the situation warrants, the temporary promotion may be extended for an additional year for a total of 2 years. (iv)

Promotions (A) (continued)

Temporary Promotions (6) (continued)

Ending a Temporary Promotion (i)

Unless extended by the NRC to meet additional temporary needs, a temporary promotion automatically ends on the specified date. (i)

A temporary promotion may be ended at any time before the specified date at the discretion of the NRC. (ii)

Neither the adverse action procedures of MD 10.99, "Discipline, Adverse Actions, and Separations," nor the reduction–in–force (RIF) procedures of MD 10.103, "Non–SES Reduction in Force," apply when a temporary promotion is ended and the employee returns to his or her regular position or to a position at the same grade level. (iii)

Within–Grade Increases (j)

MD 10.41, "Pay Administration," contains specific information relating to within–grade increases during and after termination of temporary promotions.

Performance Appraisal (k)

Performance appraisals are required for temporary promotions of more than 120 days. (i)

MD 10.67, "Non–SES Performance Appraisal System," contains the specific information relating to performance appraisal requirements for temporary promotions of more than 120 days. (ii)

Promotion of Temporary Employees (l)

Temporary type employees are also eligible for promotions (i.e., changes to higher graded positions). Inasmuch as their appointments are not subject to merit staffing procedures, these promotions may be made noncompetitively. (i)

These promotions are subject to applicable qualification requirements and time–in–grade restrictions. (ii)

Management may, at its discretion, extend the temporary appointment concurrently with the promotion action, but this extension is not mandatory. (iii)

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Change to Lower Grade (Demotion) (B)

General (1)

A change to a lower grade is the official change of a continuously employed NRC employee from one grade level to a lower grade level in the same pay system or to a position under a different pay system with a lower representative rate. (a)

The NRC follows OPM guidance in comparing representative rates. (b)

Involuntary Actions (2)

Involuntary changes to a lower grade, except changes upon expiration of a temporary promotion, are considered adverse actions. (a)

Guidance concerning these actions is contained in MD 10.99. (b)

Voluntary Actions (3)

In certain instances, employees may voluntarily seek a change to a lower grade for their own convenience. These actions are effected by the Appointing Officer without regard to the adverse action requirements of MD 10.99, provided that the following two conditions apply: (a)

- Management and supervisors have not requested or required the action. (i)
- The employee has furnished the personnel representative with a written request stating that he or she requests the action voluntarily. (ii)

Granting these requests is at the discretion of management and is dependent upon the availability of work at the lower level for which the employee is qualified. This action may be accomplished either through assigning the employee to a new position or through restructuring the duties of the employee's current position. (b)

Action to accommodate these requests must not displace other employees. (c)

Change to Lower Grade (Demotion) (B) (continued)

Repromotion Following Voluntary Demotion (4)

An employee who has been voluntarily changed to a lower grade may be repromoted without competition to any grade he or she previously held under a nontemporary appointment.

Reassignments (C)

General (1)

A reassignment is the official change of a continuously employed NRC employee from one position to another at the same grade in the same pay system, or to a position under a different pay system with the same representative rate. (a)

The NRC follows OPM guidance in comparing representative rates. (b)

An individual cannot be noncompetitively reassigned from a nonsupervisory to a supervisory position unless that individual previously held a supervisory position in which his or her performance was evaluated as at least "Fully Successful." (c)

Selection (2)

Reassignments of employees with "permanent" types of appointments are based on the needs of the service. (a)

Competition is not required if the reassignment is to a position with no higher promotion potential than the position vacated. (b)

If an employee is selected for reassignment as the result of competitive procedures, the date of his or her movement to the new organization is established in accordance with the competitive procedures requirements specified in MD 10.15. (c)

Reassignments Involving a Change in Commuting Area or Geographic Relocation (3)

The provisions of MD 14.2, "Relocation Allowances," apply in the case of employees who are reassigned to different commuting or geographic areas. (a)

Reassignments (C) (continued)

Reassignments Involving a Change in Commuting Area or Geographic Relocation (3) (continued)

No changes take place in basic health and life insurance benefits, participation in the Thrift Savings Plan, leave, or retirement for employees accepting geographic reassignments; however, the employee may have to change his or her health insurance carrier. (b)

Special salary rates, geographic adjustments, or locality pay may be affected as these pay provisions are localized to specific areas and are not transferrable. (c)

Employees must be notified in writing at least 120 days in advance of the intent to reassign them to a new commuting or geographic area and the intended date of the reassignment. The employee may voluntarily waive the 120–day notification period. (d)

Performance of substantial duty (defined as in excess of 11 workdays during a 30–day period) by the employee must be limited at the new duty station before the effective date of the reassignment. (e)

Failure to Accept a Reassignment (4)

An employee's failure to accept a reassignment that has been directed by the NRC within the same commuting or geographic area may be made the basis for removal under adverse action procedures. (a)

Employees who decline to accept a reassignment that has been directed by the NRC outside the commuting or geographic area may, if otherwise eligible, be eligible for discontinued service retirement or severance pay. If an employee is eligible for discontinued service or optional retirement, severance pay is not applicable. (b)

Exhibit 1

Agreement for the Movement of Personnel Between the Civil Service System and the Nuclear Regulatory Commission (NRC)

In accordance with the authority provided in section 6.7 of the Civil Service Rules, employees serving in positions in the Nuclear Regulatory Commission (NRC) may be appointed to positions in the competitive civil service, and employees serving in positions in the competitive civil service may be appointed to positions in the NRC subject to the following conditions:

1. **Type of appointment held before movement**

   Employees of the NRC must be serving in continuing positions under NRC regular appointments (excepted) or NRC regular appointments (excepted) (conditional). Employees in the competitive civil service must be serving in continuing positions under career-conditional or career appointments.

2. **Qualification requirements**

   Employees of the NRC must meet the qualification standards and requirements for the position to which they are to be appointed in accordance with Civil Service Commission (CSC)* established regulations for transfer of employees within the competitive civil service. Employees in the competitive service must meet the regular standards and requirements established by the NRC for appointment to the position.

3. **Length of service requirement**

   Employees of the NRC must have served continuously for at least 1 year in the NRC before they may be appointed to positions in the competitive civil service under the authority of this agreement. Employees in the competitive civil service must have completed the 1-year probational period required in connection with their career-conditional or career appointments in the competitive service before they may be appointed to positions in the NRC under the authority of this agreement.

4. **Selection**

   Employees of the NRC may be considered for appointment to positions in the competitive civil service in the same manner that employees of the competitive service may be considered for transfer to such positions. Employees in the competitive service may be considered for appointment to a position in the NRC on the basis of their qualifications for the positions to be filled without regard to the order of selection within qualification categories provided for in the special plan approved by the CSC for the NRC under Section 302.104 of the Civil Service Regulations.

*Now the Office of Personnel Management (OPM).

Approved: October 12, 1994
(Revised: October 10, 1995)

Exhibit 1 (continued)

5. **Type of appointment granted after movement**

   Employees of the NRC who are appointed to competitive positions under the terms of this agreement will have career or career-conditional appointments, depending upon whether they meet the 3-year service requirement for career tenure. The service which commences with an NRC regular appointment (excepted) or an NRC regular appointment (excepted) (conditional) will be acceptable toward meeting the service requirement. Employees of the competitive civil service who are appointed to positions in the NRC under the terms of this agreement will receive NRC regular (excepted) appointments or NRC regular (excepted) (conditional) appointments, depending upon whether they meet the 3-year service requirement for career appointment.

6. **Probationary and trial periods**

   Employees who are appointed under this agreement will not be required to serve new probationary or trial periods.

7. **Status**

   NRC employees who are appointed in the competitive civil service under the terms of this agreement will receive competitive civil service status. Thereafter, such employees will be entitled to the benefits and privileges provided by the CSC's* rules, regulations, and instructions for persons having a competitive civil service status. Employees of the competitive civil service who are appointed by the NRC under the terms of this agreement will have whatever privileges are normally provided by the NRC to persons who initially receive NRC regular (excepted) to NRC regular (excepted) (conditional) appointments in that agency.

8. **Effective date**

   This agreement becomes effective on October 1, 1975, and shall expire, unless renegotiated, on December 31, 1978.** Further, this agreement may be terminated thirty (30) days following notice from either agency.

//S//	//S//
William S. Anders, Chairman Nuclear Regulatory Commission	Robert E. Hampton, Chairman United States Civil Service Commission
10/28/75 (Date)	10/6/75 (Date)

*Now the Office of Personnel Management (OPM).
**Extended without time limitations by Federal Personnel Manual (FPM) Letter 315-12, dated December 29, 1978.

Exhibit 1 (continued)
Office of Personnel Management (OPM) Clarification of Requirements for Noncompetitive Movement

In response to a March 23, 1984, query to OPM regarding the Interchange Agreement and the issue of noncompetitive movement of career employees between the Nuclear Regulatory Commission (NRC) and the competitive civil service, OPM sent the following response.

"Dear Mr. Bird:

This refers to your letter of March 23, 1984, and subsequent discussions concerning the requirements for noncompetitive movement of career employees between the Nuclear Regulatory Commission and the competitive civil service.

In your letter, you voice concern that the provisions of the Federal Personnel Manual (FPM), regarding noncompetitive appointment in the competitive service based on service under other merit systems (FPM chapter 315, subchapter 6, paragraph 2(c)), are more restrictive than, and significantly different from, the language of the Interchange Agreement for the Movement of Personnel Between the Civil Service Commission-now OPM-and NRC in 1975). Specifically, you point out two areas of contention: the type of appointment an NRC employee must serve under to be eligible for noncompetitive appointment into the competitive service; and the period of service required for eligibility to move under the agreement. In both instances, the language of the interchange agreement, in comparison to the FPM, is seemingly open to more than one interpretation.

Implicit in OPM's decision to enter into an interchange agreement under civil service rule 6.7 is an affirmative finding that the agreement meets the requirements of law concerning appointments to the competitive service and that the movement permitted by the agreement will promote good civil service administration. Any interpretation of an agreement that is adverse to OPM's responsibility to administer the civil service system, pursuant to established requirements, is void and lacking of any legal effect. OPM cannot be made to accept an interpretation that was beyond its understanding of the terms of the agreement at the time the agreement was entered into.

Thus, it is our opinion that the interchange agreement, though not as precisely stated, was intended to mirror the meaning of the FPM language regarding the length of service required for movement. We cannot agree, that the language of the agreement clearly affords eligibility for noncompetitive appointment to persons who do not have 1 year of continuous service immediately before the move. Paragraph 3 of the agreement states that, "Employees of the NRC must have served continuously for at least 1 year in the NRC before they may be appointed to positions in the competitive civil service". This requirement, in conjunction with the requirement in Paragraph 1 that the employees be serving in qualifying NRC appointments at the time of noncompetitive movement, should be read as requiring that employees have 1 year of continuous service before the move.

Exhibit 1 (continued)

Further the use of the word "continuous" clearly indicates that breaks in service affect eligibility for movement. Although the agreement does not contain a direct reference to breaks in service, the use of the word "continuous" demonstrates an intent that breaks in service will affect that eligibility. In contravention of the fact that the language of the agreement is somewhat imprecise, we can find no basis to conclude that it was intended to provide noncompetitive appointment eligibility to persons who do not have 1 year of current, continuous service, even though these persons may have satisfied the service requirement during an earlier period of employment.

As to your other point of contention, we believe that the language of the interchange agreement would, indeed, permit service in a temporary appointment to be credited toward the 1-year service requirement as long as the employee held a permanent appointment at the time of the noncompetitive appointment. Therefore, any NRC employee who meets the service requirement set out in the agreement is eligible for noncompetitive appointment into the competitive civil service. However, since temporary service is not credited toward career tenure in the civil service, only service under the permanent appointment, would be considered in determining whether the individual received a career-conditional or a career appointment in the competitive service.

In conclusion, we believe that the requirement for current, continuous service contained in FPM chapter 315 is correct and its intent is mirrored in the interchange agreement between OPM and NRC. Further, FPM chapter 315 implicitly recognizes and permits service in a temporary appointment to be credited toward the one year service requirement as long as the employee held a permanent appointment at the time of noncompetitive appointment.

Sincerely,

/s/
Donald L. Holum, Chief
Staffing Policy Analysis Division"

Exhibit 1 (continued)

UNITED STATES
OFFICE OF PERSONNEL MANAGEMENT
WASHINGTON, D.C. 20415

OFFICE OF THE DIRECTOR

JUN 24 1994

Mr. Paul E. Bird
Director, Office of Personnel
Nuclear Regulatory Commission
Washington, DC 20555-0001

Dear Mr. Bird:

I have approved your request to amend the personnel interchange agreement between the Nuclear Regulatory Commission (NRC) and the competitive service. Effective immediately, employees who are involuntarily separated without personal cause will be eligible for noncompetitive appointment for 1 year from the date of separation.

This amendment brings the provisions of NRC's interchange agreement into line with the provisions of agreements established with other agencies. In accordance with the intent of 5 CFR 6.7 that agreements be reciprocal, the new provisions will apply to employees of both NRC and the competitive service. We will notify other agencies of this amendment and of NRC employees' expanded eligibility for noncompetitive appointments.

Sincerely,

Lorraine A. Green
Deputy Director

Exhibit 2

Form I-9, "Employment Eligibility Verification"

EMPLOYMENT ELIGIBILITY VERIFICATION (Form I-9)

1 EMPLOYEE INFORMATION AND VERIFICATION: (To be completed and signed by employee.)

Name: (Print or Type) Last	First	Middle	Birth Name
Address: Street Name and Number	City	State	ZIP Code
Date of Birth (Month/Day/Year)		Social Security Number	

I attest, under penalty of perjury, that I am (check a box):

- ☐ 1. A citizen or national of the United States.
- ☐ 2. An alien lawfully admitted for permanent residence (Alien Number A _____).
- ☐ 3. An alien authorized by the Immigration and Naturalization Service to work in the United States (Alien Number A _____ or Admission Number _____, expiration of employment authorization, if any _____).

I attest, under penalty of perjury, the documents that I have presented as evidence of identity and employment eligibility are genuine and relate to me. I am aware that federal law provides for imprisonment and/or fine for any false statements or use of false documents in connection with this certificate.

Signature	Date (Month/Day/Year)

PREPARER/TRANSLATOR CERTIFICATION (To be completed if prepared by person other than the employee. I attest, under penalty of perjury, that the above was prepared by me at the request of the named individual and is based on all information of which I have any knowledge.

Signature	Name (Print or Type)		
Address (Street Name and Number)	City	State	Zip Code

2 EMPLOYER REVIEW AND VERIFICATION: (To be completed and signed by employer.)

Instructions:
Examine one document from List A and check the appropriate box, *OR* examine one document from List B *and* one from List C and check the appropriate boxes. Provide the *Document Identification Number* and *Expiration Date* for the document checked.

List A Documents that Establish Identity and Employment Eligibility		List B Documents that Establish Identity	and	List C Documents that Establish Employment Eligibility
☐ 1. United States Passport		☐ 1. A State-issued driver's license or a State-issued I.D. card with a photograph, or information, including name, sex, date of birth, height, weight, and color of eyes. (Specify State) _____		☐ 1. Original Social Security Number Card (other than a card stating it is not valid for employment)
☐ 2. Certificate of United States Citizenship		☐ 2. U.S. Military Card		☐ 2. A birth certificate issued by State, county, or municipal authority bearing a seal or other certification
☐ 3. Certificate of Naturalization		☐ 3. Other (Specify document and issuing authority) _____		☐ 3. Unexpired INS Employment Authorization Specify form _____
☐ 4. Unexpired foreign passport with attached Employment Authorization				
☐ 5. Alien Registration Card with photograph				
Document Identification # _____		*Document Identification* # _____		*Document Identification* # _____
Expiration Date (if any) _____		*Expiration Date (if any)* _____		*Expiration Date (if any)* _____

CERTIFICATION: I attest, under penalty of perjury, that I have examined the documents presented by the above individual, that they appear to be genuine and to relate to the individual named, and that the individual, to the best of my knowledge, is eligible to work in the United States.

Signature	Name (Print or Type)	Title
Employer Name	Address	Date

Form I-9 (05/07/87)
OMB No. 1115-0136

U.S. Department of Justice
Immigration and Naturalization Service

Exhibit 2 (continued)

Employment Eligibility Verification

NOTICE: Authority for collecting the information on this form is in Title 8, United States Code, Section 1324A, which requires employers to verify employment eligibility of individuals on a form approved by the Attorney General. This form will be used to verify the individual's eligibility for employment in the United States. Failure to present this form for inspection to officers of the Immigration and Naturalization Service or Department of Labor within the time period specified by regulation, or improper completion or retention of this form, may be a violation of the above law and may result in a civil money penalty.

Section 1. Instructions to Employee/Preparer for completing this form

Instructions for the employee.

All employees, upon being hired, must complete Section 1 of this form. Any person hired after November 6, 1986 must complete this form. (For the purpose of completion of this form the term "hired" applies to those employed, recruited or referred for a fee.)

All employees must print or type their complete name, address, date of birth, and Social Security Number. The block which correctly indicates the employee's immigration status must be checked. If the second block is checked, the employee's Alien Registration Number must be provided. If the third block is checked, the employee's Alien Registration Number *or* Admission Number must be provided, as well as the date of expiration of that status, if it expires.

All employees whose present names differ from birth names, because of marriage or other reasons, must print or type their birth names in the appropriate space of Section 1. Also, employees whose names change after employment verification should report these changes to their employer.

All employees must sign and date the form.

Instructions for the preparer of the form, if not the employee.

If a person assists the employee with completing this form, the preparer must certify the form by signing it and printing or typing his or her complete name and address.

Section 2. Instructions to Employer for completing this form

(For the purpose of completion of this form, the term "employer" applies to employers and those who recruit or refer for a fee.)

Employers must complete this section by examining evidence of identity and employment eligibility, and:

- checking the appropriate box in List A *or* boxes in both Lists B and C;
- recording the document identification number and expiration date (if any);
- recording the type of form if not specifically identified in the list;
- signing the certification section.

NOTE: Employers are responsible for reverifying employment eligibility of employees whose employment eligibility documents carry an expiration date.

Copies of documentation presented by an individual for the purpose of establishing identity and employment eligibility may be copied and retained for the purpose of complying with the requirements of this form and no other purpose. Any copies of documentation made for this purpose should be maintained with this form.

Name changes of employees which occur after preparation of this form should be recorded on the form by lining through the old name, printing the new name and the reason (such as marriage), and dating and initialing the changes. Employers should not attempt to delete or erase the old name in any fashion.

RETENTION OF RECORDS.

The completed form must be retained by the employer for:

- three years after the date of hiring; or
- one year after the date the employment is terminated, whichever is later.

Employers may photocopy or reprint this form as necessary.

U.S. Department of Justice
Immigration and Naturalization Service

OMB #1115-0136
Form I-9 (05/07/87)

Exhibit 3

OF 69, "Assignment Agreement"

OF 69 (Rev. 2-89)
U.S. Office of Personnel Management
FPM Chapter 334

ASSIGNMENT AGREEMENT

Title IV of the Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371 - 3376)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 30 days of the effective date of the assignment, two copies of this form must be sent to:

U.S. Office of Personnel Management
Personnel Mobility Program
Staffing Operations Division/CEG
1900 E Street, NW
Washington, D.C. 20415

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Programs in the U.S. Office of Personnel Management.

PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT

1. Check Appropriate Box

☐ New Agreement ☐ Modification ☐ Extension

PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name *(Last, First, Middle)*

3. Social Security Number

4. Home Address *(Street, City, State, ZIP Code)*

5. - A. Have you ever been on a mobility assignment?
☐ YES ☐ NO

5. - B. If "YES", date of each assignment *(Month and Year)*
From To

PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency *(List office, bureau or organizational unit which is party to the agreement)*

7. State or Local Government *(Identify the governmental agency)*

8. Is assignment being made through a faculty fellows program? If "YES", give name of the program.
☐ YES ☐ NO

PART 4 - POSITION DATA

A - Position Currently Held

9. Employment Office Name and Address *(Street, City, State and ZIP Code)*

10. Employee's Position Title

11. Office Telephone Number *(Include the Area Code)*

12. Immediate Supervisor *(Name and Title)*

B - Type of Current Appointment

13. Federal Employees *(Check appropriate box.)*
☐ Career Competitive
☐ Other *(Specify):*

Grade Level

14. State and Local Employees

State or Local Annual Salary

Original Date Employed by the State or Local Government *(Month, Day, Year)*

C - Position To Which Assignment Will Be Made

15. Employment Office Name and Address *(Street, City, State and ZIP Code)*

16. Assignee's Position Title

17. Office Telephone Number *(Include the Area Code)*

18. Immediate Supervisor *(Name and Title)*

Previous edition is usable

50 69 - 105

Exhibit 3 (continued)

PART 5: TYPE OF ASSIGNMENT

19. Check Appropriate Boxes

- ☐ On detail from a Federal agency
- ☐ On leave without pay from a Federal agency
- ☐ On detail to a Federal agency
- ☐ On appointment in a Federal agency

☐ Full Time
☐ Part Time
☐ Intermittent

20. Period of Assignment *(Month, Day, Year)*
From | To

PART 6: REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

PART 7: POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment.

PART 8: EMPLOYEE BENEFITS

23. Rate of Basic Pay During Assignment

24. Special Pay Conditions *(Indicate any conditions that could increase the assigned employee's compensation during the assignment period)*

25. Leave Provisions *(Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave.)*

Page 2

Approved: October 12, 1994
(Revised: October 10, 1995)

Exhibit 3 (continued)

PART 9 - FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations *(If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)*

27. State or Local Government Agency Obligations

PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

☐ 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.

☐ 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11 - OPTIONS

30. Indicate coverage "N/A", if not applicable

A. Federal Employees Group Life Insurance

☐ Covered ☐ N/A

B. Federal Civil Service Retirement System or Federal Employees Retirement System

☐ Covered ☐ N/A

C. Federal Employee Health Benefits

☐ Covered ☐ N/A

31. State or Local Agency Benefits *(Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)*

32. Other Benefits *(Indicate any other employee benefits to be made part of this agreement)*

PART 12 - TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

Page 3

Exhibit 3 (continued)

PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check Appropriate Boxes

☐ A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.

☐ B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.

☐ C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.

☐ D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.

☐ E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. *(For Federal employees only)*

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment *(Name of Organization)*	36. Date *(Month, Day, Year)* From	To
37. Signature of Assigned Employee	38. Date of Signature *(Month, Day, Year)*	

PART 15 - CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

State or Local Government Agency	Federal Agency
39. Signature of Authorizing Officer	40. Signature of Authorizing Officer
41. Date of Signature *(Month, Day, Year)*	42. Date of Signature *(Month, Day, Year)*
43. Typed Name and Title	44. Typed Name and Title

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

Page 4

★U.S. GOVERNMENT PRINTING OFFICE: 1988-0-623-394

Exhibit 4
NRC Form 711, "Rotational Assignment Application"

NRC FORM 711 (9-94) — U.S. NUCLEAR REGULATORY COMMISSION

ROTATIONAL ASSIGNMENT APPLICATION

EMPLOYEE INFORMATION

1. NAME OF APPLICANT	2. CURRENT GRADE
3. CURRENT TITLE	4. DESIRE FOR ROTATIONAL ASSIGNMENT INCLUDED IN IDP ☐ YES ☐ NO
5. CURRENT EMPLOYING OFFICE (OFFICE/DIVISION)	6. PAST ROTATIONAL ASSIGNMENT ☐ YES, WHEN? ☐ NO

EMPLOYEE ROTATION PREFERENCE

7. State any specific position(s), organizations, or geographical areas to which you would like to rotate.

8. What do you hope to gain, for yourself or your current organization, by participating in a rotational assignment.

SIGNATURE – EMPLOYEE	DATE

SUPERVISOR'S ROTATION SUGGESTIONS

SUPERVISOR'S CONCURRENCE

9. MAXIMUM LENGTH OF ROTATION (MONTHS)	10. DATE AVAILABLE TO BEGIN ROTATION

11. I support a rotational assignment for this employee and agree to allow him/her to participate in a rotational opportunity if the workload of the office permits.

SIGNATURE – SUPERVISOR	DATE
SIGNATURE – OFFICE DIRECTOR / REGIONAL ADMINISTRATOR / DESIGNEE	DATE

NRC FORM 711 (9-94) — PRINTED ON RECYCLED PAPER

Exhibit 5
NRC Form 725, "Rotational Assignment Opportunity Notice"

NRC FORM 725 (9-92) — U.S. NUCLEAR REGULATORY COMMISSION

ROTATIONAL ASSIGNMENT OPPORTUNITY NOTICE

ROTATIONAL ASSIGNMENT OPPORTUNITY

1. NAME OF IMMEDIATE SUPERVISOR			2. APPROXIMATE GRADE LEVEL OF THE ASSIGNMENT
3. OFFICE	4. DIVISION	5. GEOGRAPHICAL LOCATION	
6. MINIMUM LENGTH OF ASSIGNMENT	7. MAXIMUM LENGTH OF ASSIGMENT	8. PROPOSED STARTING DATE	9. PROPOSED ENDING DATE

BRIEF DESCRIPTION OF ASSIGNMENT

QUALIFICATIONS

10. REQUIRED

11. DESIRED

APPROVAL

SIGNATURE – OFFICE DIRECTOR/REGIONAL ADMINISTRATOR/DESIGNEE	DATE

NRC FORM 725 (9-92) — PRINTED ON RECYCLED PAPER