



## HUMAN RESOURCES DEPLOYMENT INFORMATION – FREQUENTLY ASKED QUESTIONS ABOUT PAY

### 1. Who do I contact if I encounter a pay problem?

**Answer:** If you encounter a pay problem during deployment, contact the deployed Customer Service Representative (CSR) immediately. Each individual is given the name and means of contacting the deployed CSR during pre-deployment preparation. If you realize there is a pay problem after return to the home station, you should contact the deployed CSR via e-mail, with a copy to the home station CSR.

### 2. What are my basic pay entitlements when deployed to the CENTCOM area of operations (AOR)?

**Answer:** In addition to the information below, there is a chart at TAB A, which outlines the basic entitlements for deployment to the CENTCOM AOR.

A) **Locality Pay** - Employees in TDY status retain their basic pay and locality pay. Employees on a temporary change of station (TCS)/reassignment to Iraq, Afghanistan, or other OCONUS countries do not receive locality pay;

B) **Premium Pay** - Overtime, night differential, Sunday, and holiday premium pay, governed by 5 CFR 550, must be reported on the time and attendance card and are all included in the annual limitation on premium pay. The annual limitation is further discussed in item 5, below.

i) **Overtime** – All General Schedule (GS) and Wage Grade (WG) employees deployed to an overseas location are exempt from the Fair Labor Standards Act, thus the overtime rate is the no higher than the rate for GS-10 Step 1, regardless of the employee's grade. The GS-10, step 1 rate for calendar year 2003 is \$39,115 per annum. Employees are not eligible for overtime pay for travel outside of non-duty hours, responding to an alarm during non-duty hours, or any other on-call situations.

ii) **Night Differential** – GS employees receive a 10% differential for all regularly scheduled hours from 1800-0600. WG employees receive a 7.5% differential for all regularly scheduled hours from 1500-2400; the differential increases to 10% if the regularly scheduled work is between 2300-0800. The rate at which a WG employee is compensated is determined according to whether the majority of the work is performed in one or the other of the two time periods listed.

iii) **Sunday** – Sunday pay consists of basic pay plus premium pay at a rate equal to 25% of the rate of basic pay for each hour of Sunday work up to a maximum of 8 hours

(or the number of hours on an established compressed work schedule, whichever is greater) when Sunday is a part of the employee's regularly scheduled tour of duty. Additionally, those employees are compensated for Sunday hours worked when they are in paid leave or excused leave status on Sunday, when they would have otherwise been working the regularly scheduled tour of duty. Employees are not entitled to Sunday pay during training. Sunday pay is not included in the rate of basic pay used to compute the pay for holiday work, overtime pay, or night pay differential.

iii) **Holiday** – Holiday pay consists of basic rate of pay, plus the premium rate which is a rate equal to the basic pay rate, for holiday work not in excess of 8 hours. Employees assigned to duty on a holiday are entitled to pay for at least 2 hours of holiday work. Holiday work is in addition to overtime pay or night pay differential, or premium pay for Sunday work, but is not included in the rate of basic pay for determining the overtime, night differential and Sunday work rates of premium pay. An employee is not entitled to holiday premium pay while engaged in training.

C) **Post Differential** – Determined by the State Department. Amount is dependent upon work location. Post differential is retroactive to the first day after serving 42 consecutive days in country. If deployed in TDY status, claim for payment, via the SF-1190, must be filed at the end of the TDY tour. This rate is reviewed by the State Department biennially and adjusted as determined by the State Department. Web address for viewing post differential

D) **Danger Pay** – Determined by the State Department. Amount is dependent upon work location. Danger pay is earned as of first day in country. If deployed in TDY status, claim for payment, via the SF-1190, must be filed at the end of the TDY tour.

E) **Imminent Danger Pay** – Flat monthly rate (\$150 a month as of December 2003) determined by the State Department. Civilian entitlement applies only in those areas where military are paid imminent danger pay and there is no provision for danger pay for civilians who are assigned in support of the military operation. Once there is a decision to grant danger pay to civilians, the civilians can no longer receive imminent danger pay.

A list of the Department of State authorized payments is available at the following web sites: Department of State Standardized Regulation (DSSR), 540 Post Differential on Detail, which is at <http://www.state.gov/m/a/als/1759.htm> and Department of State Standardized Regulation (DSSR), Section 920, Post Classification and Payment Tables which is at [http://www.state.gov/WEB\\_920/web\\_920.cfm](http://www.state.gov/WEB_920/web_920.cfm) .

**3. I've heard that there is a \$125,400 annual cap on my pay; then I heard that the annual cap is \$171,900, which is it?**

**Answer:** There are two distinct caps, which limit the amount of compensation General Schedule (GS) employees may earn in a calendar year. There is only one cap for prevailing rate employees.

The first annual cap amount is at Executive Schedule (ES) Level V, which for calendar year 2003 is \$125,400, or the local rate for GS-15, step 10, whichever is greater. This limitation, or cap, applies only to the amount of base pay, plus locality pay, and premium pay that a GS employee can be paid in one calendar year. Prevailing rate employees are not affected by this pay cap. Premium pay includes: the dollar value of compensatory time, which has been converted to overtime, overtime, Sunday, holiday, and night differential. Excluded from the definition of premium pay is overtime paid to employees under the Fair Labor Standards Act (FLSA) and compensatory time off earned in lieu of FLSA overtime pay. Any premium pay due, which causes the employee's sum of base, locality, and overtime pay to exceed \$125,400 or the GS-15, step 10, is forfeited. (5 CFR 550.103) If your payments in a calendar year exceed this amount, you are indebted to the federal government and receive a debt letter, as you would with any other overpayment. A waiver can be requested, but it is unlikely to be considered as this salary limitation is statutory.

The ES Level I cap, which for calendar year 2003 is \$171,900, is the aggregate pay cap and includes those pays subject to the \$125,400/GS-15, step 10 cap as well as the following: base pay, plus locality pay; premium pays; recruitment, relocation and retention bonuses; awards and performance-based cash bonuses; post differential; and, danger pay allowances. A complete list of compensation that is subject to the aggregate pay cap and what is specifically excluded from the calculation is available at 5 CFR 530.201: [http://edocket.access.gpo.gov/cfr\\_2003/pdf/5cfr530.202.pdf](http://edocket.access.gpo.gov/cfr_2003/pdf/5cfr530.202.pdf)

**4. How does the statutory waiver of the biweekly pay limitation affect my pay?**

**Answer:** Under certain circumstances, the statutory limitation on biweekly earnings can be waived. However, when the biweekly pay limitation is waived, pay is still governed by the annual limitation. As stated in 2b above, the earnings subject to this limitation include base and premium pay. The annual limitation on premium pay is discussed in item 5, below. Prevailing rate employees are not subjected to either the biweekly or annual limitations on pay as stated in the Code of Federal Regulations at 5 CFR 550.101(b)(4).

The biweekly pay for GS employees is limited to the equivalent of GS-15 step 10, plus locality pay (maximum rate for GS-15 in your locality) or Executive Schedule (ES) Level V, which for CY 2003 is \$125,400, whichever is greater,. For example a GS-15, step 10 annual rate in Washington, D.C. is \$124,783. However, the rate for rate for ES Level V,

at \$125,400 is greater, so the biweekly limitation rate is computed using the ES Level V rate. The bi-weekly limitation on premium pay for Washington, D.C. is \$4807.20; therefore, those employees cannot be paid for any premium pay earned in excess of \$4807.20 a pay period. The 2003 biweekly limitations on premium pay can be viewed at the following OPM website: <http://www.opm.gov/oca/pay/HTML/07GSCap.asp> (5 CFR 550.105)

#### **5. If the biweekly pay limitation is waived, why is there still a limit on my biweekly pay?**

**Answer:** The DFAS payroll system has an edit that allows an employee to earn only 1/26th of the aggregate salary cap, approximately \$6600.00 each pay period. This edit is in place to ensure that you continue to receive basic biweekly pay through the end of the year. DFAS puts a biweekly ceiling on the employee's pay, so they can monitor employee's entitlements and prevent an overpayment and indebtedness to the government. For 2003, DFAS processed all cut backs at the end of the calendar year. For CY 2004 DCPS will be modified to properly track payments made against anticipated earnings. Therefore, the Denver DFAS Pay Office pays all monies cut back in the following pay period, unless the total earnings and future earnings based on your projected work schedule puts you close to the cap for 2004. In this case cut backs are paid in June 2004, if applicable.

For example: My entitlement for this pay period is \$5400, because the biweekly pay limitation is waived, the full entitlement is paid. However, when my entitlement is \$6800 for the pay period, my salary is limited by the DFAS aggregate biweekly limitation of \$6600.00. In this instance, you receive the cut back of \$200.00 in the following pay period, unless your year to date earnings and projected earnings are at or close to the ES Level V amount for 2004.

#### **6. What is premium pay?**

**Answer:** Premium pay includes the dollar value of compensatory time, which has been converted to overtime, overtime, Sunday, holiday, and night differential. Excluded from the definition of premium pay is overtime paid to employees under the Fair Labor Standards Act (FLSA) and compensatory time off earned in lieu of FLSA overtime pay. All earned premium pays are documented on the time and attendance sheet for the pay period in which the pay is earned. (5 CFR 550.103).

#### **7. How does the annual limitation on premium pay earnings affect me?**

**Answer:** The annual limitation on premium pay applies only to the General Schedule (GS) pay scale; it does not apply to prevailing rate including power rate pay schedules. When the biweekly pay limitation is waived, as it is for those deployed in support of Operation Enduring Freedom and Operation Iraqi Freedom, the GS employee's premium pay is limited only by the annual limitation. The annual limitation allows payment of premium pay only to the extent that the payment does not cause the total of basic pay, including locality pay, and premium pay for the calendar year to exceed the

maximum rate of GS-15 or Executive Schedule V. The Executive Schedule Level V rate for 2003 is: \$125,400. The maximum rate for GS-15 is governed by the geographic locality. The GS-15 plus locality rate for each geographic area can be viewed on the OPM website at <http://www.opm.gov/oca/07tables/indexGS.asp> GS employees are not compensated for any overtime, night differential, holiday, or Sunday worked after the maximum earnings limitation is reached. Thus, it is imperative that supervisors schedule work in a manner that does not cause employees to work without compensation.

### **8. What is the aggregate limitation on pay?**

**Answer:** The Code of Federal Regulations, at 5 CFR 530.203, says that an employee's amount of total compensation earned in a calendar year cannot exceed the rate payable for Executive Schedule I, which for the year 2003 is: \$171,900. The following are included in the aggregate limitation on total compensation: base pay, plus locality pay; premium pays; recruitment, relocation and retention bonuses; awards and performance-based cash bonuses; post differential; and, danger pay allowances.

Specifically **excluded from the total aggregate limitation are:** back pay due to an unjustified personnel action under 5 U.S.C. 5596; overtime pay under the Fair Labor Standards Act; severance pay; and lump-sum payments for accumulated and accrued annual leave on separation.

### **9. Is it possible to not be paid earned or awarded compensation because of the aggregate limitation on pay?**

**Answer:** The aggregate limitation on pay, which is equivalent to the 2003 Executive Schedule, Level 1 rate of \$171,900, considers both nondiscretionary and discretionary pays. Discretionary pay, such as awards, danger pay, and post differential, is not payable when you have reached the aggregate limitation; however, that discretionary pay is deferred in the Defense Finance and Accounting Service (DFAS) system until the following calendar year. Premium pay earned by GS employees, if it exceeds the annual limitation of premium pay, is not deferrable; thus, that amount is not paid. The following are 2 examples; one when premium pay can be deferred under the aggregate limitation and the other when it is not deferrable. Both employee A and employee B are in a locality where the maximum annual amount of base pay, with locality pay, and premium pay is \$125,400.

#### Example 1: Employee A

Base pay, plus locality pay	\$100,000 per year
Premium pay	\$ 20,000 per year
Annual total	\$120,000 per year
Relocation bonus, awards	\$ 52,000

Total aggregate compensation \$172,000

Example 2: Employee A

Base pay, plus locality pay \$100,000 per year

Premium pay \$ 20,000 per year

Annual total \$120,000 per year

Relocation bonus, awards \$ 52,000

Total aggregate compensation \$172,000

Two months after the aggregate limitation is reached, the employee earns \$2,000 premium pay. Since the employee has not reached the annual limitation on premium pay (\$125,400 per year), the \$2,000 premium pay, which is in excess of the annual limitation on aggregate compensation, may be deferred until the following calendar year.

Example 2:	Employee B
Base pay, plus locality pay	\$100,000 per year
Premium pay	\$26,400 per year
Annual total	\$126,000 per year
Cash award, danger pay	\$25,000
Danger pay, post differential	\$25,000
Total Aggregate Compensation	\$176,400

Employee B's base pay, plus locality pay and premium pay, for the calendar year is limited by the annual cap to \$125,400; therefore, Employee B must forfeit the \$1,000 excess amount earned. The excess \$4,500 in discretionary payments, which is in excess of the aggregate limitation of \$171,900, is deferred until the next calendar year.

**10. How do I obtain payment for my danger pay and post differential when deployed on TDY status?**

**Answer:** Just prior to redeployment to CONUS, you submit a signed SF-1190 to your deploying CPAC. The SF-1190 must include your arrival and departure dates for each overseas location. For example, if you were temporarily reassigned to TAC, you submit your signed SF-1190, with arrival and departure dates for each overseas location, to the TAC CPAC for final processing.

**11. Why would some employees receive post differential and danger pay prior to return from TDY and others not?**

**Answer:** SF-1190 forms should be filed at the completion of the TDY tour. While this was not clearly stated in initial DFAS directives, it is now mandated in the updated version of the directives. Thus, all are now filed in conformance with current DFAS directives.

**12. Am I eligible to accumulate annual leave at the higher overseas accumulation rate during deployment to the CENTCOM theater of operations?**

**Answer:** Only employees who are temporarily reassigned to Iraq are eligible to accumulate a maximum of 45 days annual leave per year. The effective date for accumulation of the 45 day annual limitation is the date the employee begins to perform duties in the area outside of the United States. When the amount of the employee's accumulated and accrued annual leave is not more than 45 days, the employee may carry forward the full amount that is unused at the end of the current leave year. Senior Executive Service employees are entitled to accumulate up to 720 hours per leave year. (5 CFR 630.302) Employee procedures for requesting leave in theater are established by the Commander, or the Commander's designee.

**13. What can I do about my use-or-lose annual leave that I am unable to take because I am deployed in support of Operation Enduring Freedom or Operation Iraqi Freedom?**

**Answer:** Employees designated as emergency essential in a combat zone are performing work that meets the requirements for the purpose of restoring forfeited annual leave. For emergency essential employees who forfeit annual leave at the beginning of the leave year, because the agency determined the employee's services were required in response to the national emergency, the forfeited annual leave is deemed to have been scheduled in advance and should be restored. (5 USC 6304(d)(1)(B) and 5 CFR 630.308).

**14. If I want to volunteer to deploy, but don't have life insurance, can I elect a plan under the Federal Employee Group Life Insurance (FEGLI)?**

**Answer:** If you are otherwise entitled to elect FEGLI, such as holding a permanent or TERM appointment, you may elect a basic life insurance option when you are designated as emergency essential for deployment purposes.

**15. What FEGLI coverage do I have if I am working in a combat zone in a support capacity?**

**Answer:** Working in a combat zone does NOT cancel FEGLI coverage. The Office of Personnel Management (OPM) has confirmed that civilians who are deployed with the military to combat support roles during times of crisis are not in actual combat and are entitled to accidental death and dismemberment (AD&D) benefits under FEGLI. If a Federal employee working in a war zone is killed, regular death benefits are payable to the employee's beneficiaries. Accidental death benefits are also payable under Basic insurance (and Option A, if the employee had that coverage) unless the employee was participating in actual combat at the time of the injury that caused the employee's death. The Office of Federal Employees' Group Life Insurance (OFEGLI) decides whether to pay accidental death benefits only after thoroughly studying the facts and documentation surrounding an employee's death. The determination is made on a case by case basis. While we cannot say that in 100% of civilian deaths AD&D benefits will be payable, we can say that it is highly unlikely for a civilian to be in actual combat. Accidental death benefits are in addition to regular death benefits. Even if accidental death benefits are not payable, regular death benefits ARE payable.