

DEFENSE, VETERANS AND EMERGENCY MANAGEMENT
Military Bureau
Joint Force Headquarters, Maine National Guard
Camp Keyes, Augusta, Maine 04333-0033

Updated February 2012
Previous editions are obsolete.

MENG-HRO-HRS

MEMORANDUM FOR MENG TECHNICIANS

SUBJECT: Technician Rights and Benefits when Entering into Absent-Uniformed Service (AUS) Status to Perform Active Military Duty for **Thirty (30) Days or more**

1. The information contained herein applies when a permanent (includes indefinite) Technician enters into Absent-Uniformed Service (AUS) status to perform active military duty for thirty (30) days or more.
2. **DOCUMENTING AUS:** AUS for 30 calendar days or more must be documented on a SF-50, Notification of Personnel Action. You must submit the following to HRO prior to AUS status:
 - a. A signed, SF-52 (Request for Personnel Action) specifying the effective date.
 - b. A copy of your military orders.
 - c. A signed, completed "FEHB Election Form" (Attachment 1).
 - d. A signed, completed "FGLI Election Form" (Attachment 2).
3. **CHARGING LEAVE:** Technicians on orders may use accrued military leave, earned compensatory time for both overtime and travel, annual leave and sick leave (if appropriate) during periods of Absent-US status. Currently, the pay system rejects the code (CT) for compensatory time earned for overtime because of the KG (military furlough) code. Until changes to the payroll system are completed, Technicians who wish to charge regular compensatory time (CT) must do so prior to entering into AUS status.
4. **ANNUAL/SICK LEAVE:** You will not accrue any annual or sick leave while in a nonpaid status. Unused annual and sick leave accumulated prior to AUS will be available for use upon your return to Technician duty.
5. **WITHIN GRADE/STEP INCREASES:** You will receive all within grade/step increases and pay adjustments you become eligible for during your absence.
6. **RESTORATION RIGHTS:** You are limited to a 5-year period of restoration rights back to Technician status with this Agency. The 5-year limit is cumulative and could include prior military tours. You must notify HRO if you plan to exercise your restoration rights. Submission of a signed SF-52 (Request for Personnel Action) with an effective date to return to Technician duty is acceptable notification. Your separation from active duty must be under honorable conditions and not for cause. Federal law requires military membership as a condition of civilian employment. Therefore, if military membership is lost, and you cannot be restored as a member of the MENG, you will be provided a 30-day advance notice prior to your separation from Technician employment.

Time limits: If your Orders are for **less than 31 days**, you must report back to work at the beginning of the next regularly scheduled work day following the completion of service and the expiration of 8 hours of time for transportation back to your residence. Technicians who serve **more than 30 but less than 181 days** on orders must request reemployment no later than 14 days after completion of service. Technicians who serve on Orders for **more than 180 days** have 90 days after completion of service to request reemployment.

7. **TECHNICIAN POSITION VACANCIES:** You may apply, and will be considered equally with other Technicians, for Technician Position Vacancies during your 5-year restoration period.

8. **FEDERAL EMPLOYEES GROUP LIFE INSURANCE (FEGLI):** Coverage (to include basic plus optional) continues for 12 months of AUS at no cost to you. If you wish to continue FEGLI coverage for up to an additional 12 months (at your cost), be sure to read and complete Attachment 2 (**FEGLI Election Form**) prior to leaving on active duty. Upon your return to Technician duty, your FEGLI coverage will be restored to the election which was in place prior to being placed in AUS. Regular death benefits are payable while AUS. Accidental death benefits are also payable under Basic insurance (and Option A, if applicable) unless the employee was in actual combat or nuclear weapons were being used at the time of the injury that caused the employee's death. Accidental death benefits are in addition to regular death benefits. Even if accidental death benefits are not payable, regular death benefits ARE ALWAYS payable.

9. **NATIONAL GUARD ASSOCIATION OF THE UNITED STATES (NGAUS) INSURANCE:** Coverage (excluding Disability) continues if you pay direct. There are no war or aviation exclusions to life insurance protection. Your family will receive the benefits even if you die while flying or while involved in armed conflict if you continue to pay the premiums direct during AUS.

10. **FEDERAL EMPLOYEES HEALTH BENEFITS (FEHB):** The following options apply to Technicians in AUS status to perform active duty for 30 days or more. For tours of less than 30 days, your FEHB enrollment will continue without change and no election can be made.

a. Option to Terminate Coverage:

(1) If you **elect to terminate** your enrollment, you must notify HRO in writing BEFORE the date you enter AUS status. You continue to be covered for 31 days at no cost. FEHB coverage will automatically resume on the day you return to Technician status.

(2) If you **do not elect to terminate** coverage at the beginning of your tour and are participating in premium conversion, **YOU MAY NOT ELECT TO TERMINATE COVERAGE AT A LATER TIME** except during an open season. There are no provisions allowing for late requests for "retroactive" termination. If no election or a late election is received, your insurance will continue.

b. Options to Continue Coverage:

(1) If called or ordered to active duty (voluntarily or involuntarily) in support of a **contingency operation** as defined in section 101(a)(13) of Title 10, United States Code, the government will pay both the employer's and employee's share of FEHB premiums. Maximum period of eligibility for each period of active duty is 24 months beginning the day the employee is placed in nonpaid (AUS) status to perform active duty and ends 24 months later. The use of paid leave during AUS does not extend the 24-month period. Employees who remain

in paid status prior to AUS or return to paid status (charge leave) intermittently during AUS will have FEHB premiums automatically deducted from their pay and will NOT be reimbursed. You must provide HRO qualifying written orders.

Current Contingencies/Operations:

(Due to mission changes this list may not be comprehensive over time)

<u>Contingency</u>	<u>Authority</u>	<u>Effective Date</u>	<u>Status</u>
Bosnia <ul style="list-style-type: none"> • Operation Joint Endeavor • Operation Joint Guard • Operation Joint Forge 	Executive Order 12982	December 8, 1995	Ongoing
Iraqi Crisis <ul style="list-style-type: none"> • Operation Southern Watch • Operation Northern Watch 	Executive Order 13076	February 24, 1998	Ongoing
Kosovo <ul style="list-style-type: none"> • Operation Allied force 	Executive Order 13120	April 27, 1999	Ongoing
911 Terrorist Attacks <ul style="list-style-type: none"> • Operation Enduring Freedom • Operation Noble Eagle 	Executive Order 13223	September 14, 2001	Ongoing

(2) If called or ordered to active duty **NOT IN SUPPORT OF A CONTINGENCY** operation, you are liable for your employee share of the FEHB premiums for the first 12 months and for 102% of the full subscription charge for the next 12 months. At the end of the 24 month period your FEHB will terminate. Payment for coverage during the last 12 months must be made on a current basis. Payment for the first 12 months may be made while you are absent or when you return.

11. **THRIFT SAVINGS PLAN:** No contributions can be made to your civilian TSP account while in nonpaid status and you may not withdraw funds. Upon return to Technician duty you may be eligible to make retroactive contributions to your civilian account. These retroactive employee contributions will be reduced (offset) by the amount of employee contributions made to your military TSP account during your period of active duty. FERS employees will receive agency matching contributions as make up contributions are made. IN ADDITION, FERS employees who contribute to their military TSP account while on active duty, will be entitled to have makeup agency matching contributions deposited directly into their civilian TSP account based on those contributions. If you have an outstanding TSP loan, you must notify HRO. HRO will provide appropriate documentation to the TSP office for you.

12. **RETIREMENT CONTRIBUTIONS:** You cannot withdraw your retirement contributions. You continue to be covered by the retirement law, i.e., CSRS or FERS. Death and disability benefits under the civilian retirement rules would apply. Military deposit rules apply for period of service to be creditable for civil service retirement. Generally, the following would apply: The deposit would equal the lesser of 7% (CSRS) 3% (FERS) of the military basic pay OR 7% (CSRS) (.8% FERS) of the civilian pay.

If the deposit is paid before the interest accrual date (within 3 years of return to duty), no interest accrues.

13. FEDERAL EMPLOYEES DENTAL AND VISION INSURANCE PROGRAM (FEDVIP): Technicians enrolled in the Federal Employees Dental and Vision Program (FEDVIP) who will experience a period of nonpaid status in excess of 30 days to perform active military duty (AUS) must coordinate continuation and payment of benefits or cancellation directly through BENEFEDS. A Customer Service Representative is available to assist you Monday to Friday from 9:00am to 7:00pm by calling 1-877-888-3337. Or, you may visit their website anytime at www.benefeds.com. THERE IS NO 31-DAY EXTENSION OF COVERAGE UNDER FEDVIP. Coverage ends when eligibility ends.

14. FLEXIBLE SPENDING ACCOUNT (FSA): Nonpaid status (AUS) in excess of 30 days due to military deployment provides the option to cancel your FSA or to adjust your annual election. Technicians must contact FSAFEDS directly to file a Qualifying Life Event (QLE) form. A Customer Service Representative is available Monday to Friday from 9:00am to 9:00pm by calling 1-877-372-3337 or you may visit their website anytime at www.fsafeds.com.

15. EMPLOYEE ASSISTANCE PROGRAM (EAP): The EAP can be very helpful to Technicians and their families in coping with the stress and disruption associated with a call to active military duty. EAP's provide short-term counseling and referral services to help with financial, emotional, and dependent care problems. These services are available for all family members by calling 1-800-869-0276.

16. Questions may be directed to the undersigned at 430-6016.

FOR THE HUMAN RESOURCES OFFICER:

/signed/

LYDIA A. JORDAN
LTC, LG, MEARNG
Human Resources Specialist (Employee Benefits)

Attachments

1. FEHB Election Form
2. FEGLI Election Form

FEHB ELECTION FORM

(Technicians entering AUS status to perform military duty for 30 days or more)

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Previous editions are obsolete.

HEALTH INSURANCE: (*initial* beside your choice)

_____ **Continue** my FEHB enrollment. I will be performing active duty in **SUPPORT OF A CONTINGENCY** operation and have attached qualifying Orders. I understand my premiums (both government and employee share) will be paid in full for up to 24 months from the date I enter into AUS status excluding any periods of paid leave.

_____ **Continue** my FEHB enrollment for 24 months. I will be performing active duty that is **NOT IN SUPPORT OF A CONTINGENCY** operation. I understand that I am responsible to pay my portion of the premium for the first 12 months and 102% of the premium (government and employee share plus 2% administrative fee) for the remaining 12 months. I further understand I may make payments directly to the finance center or incur a debt to be paid upon my return for the first 12 months; however, payments after the first 365 days must be made on a current basis.

_____ **Terminate** my FEHB. I understand the effective date will be the date I enter into AUS status. I also understand that if I do not choose to terminate effective on the day I enter AUS, and I participate in premium conversion, **I MAY NOT ELECT TO TERMINATE COVERAGE AT A LATER TIME** except during an Open Season.

TSP: Do you have an outstanding TSP Loan? YES _____ NO _____

_____ **I have been counseled that I may be potentially eligible for Reserve Differential Pay. The process has been explained to me and I understand that it is my responsibility to initiate the action.**

CONTACT INFORMATION (required):

Technician Name: _____

Home Mailing Address: _____ Phone # _____

Name of your Technician Supervisor: _____ Phone # _____

Technician Signature and Date

FEGLI ELECTION FORM
FEDERAL EMPLOYEES' GROUP LIFE INSURANCE (FEGLI) PROGRAM
(February 2012)

Name of Technician: _____ Date: _____

You must make your election on this form and return it to the Human Resources Office (HRO) before you enter into nonpaid status (but not later than the end of 12 months in nonpaid status).

Public Law 110-181, the Department of Homeland Security Appropriations Act, authorizes the continuation of FEGLI coverage for an additional 12 months, up to a total of 24 months, for Federal employees called to active duty in the uniformed services.

Currently, if you are in a nonpaid status while on active duty, the FEGLI coverage continues free for 12 months. FEGLI continues free for 12 months or until 90 days after military service ends, whichever date comes first. At that time, the coverage terminates, subject to a 31-day extension of coverage and the right to convert to an individual policy.

The new law allows you to continue FEGLI coverage and or reduce the coverage of any optional insurance for an ***additional*** 12 months. Then, it will end with a right to convert to an individual policy. During the additional 12 months of coverage, you must pay both the employee and agency share of premiums for Basic coverage and the full premium for any Optional coverage (there is no agency contribution).

You have two choices:

(1) Elect to have your FEGLI coverage terminate at the end of 12 months in nonpaid status.

Or,

(2) Elect to continue coverage for an additional 12 months and agree to pay the premiums for the additional time period.

If you wish to continue your FEGLI coverage for an ***additional*** 12 months, you must agree to the following terms and conditions. Please indicate your election on this notice by writing your initials next to your election, and print your name and sign your full signature where requested.

TERMINATION: If you elect to terminate your FEGLI coverage at the end of the 12 months in nonpaid status or if we do not receive a completed election form from you prior to the end of the first 12-month period, your FEGLI coverage will be terminated at the end of 12 months in nonpaid status. Your coverage will continue for an additional 31 days at no cost to you. During those 31 days, you will be eligible to convert to an individual policy and you will be given information regarding your right to convert to an individual policy.

CONTINUATION: If you elect to continue your FEGLI coverage, you must pay the premiums, both the employee and agency share, for Basic coverage and the full premium for any Optional coverage. You must submit payments directly to the Payroll Disbursing Office on a bi-weekly pay basis. Payment instructions will be provided to you. Advance payments are permitted.

FEGLI Election Form (continued)

_____ I elect to **terminate** my FEGLI coverage at the end of 12 months in nonpaid status, subject to a 31-day extension of coverage and the right to convert to an individual policy. I understand that the coverage will be reinstated automatically upon my return to Technician pay and duty status.

_____ I elect to **continue** my FEGLI coverage for an additional 12 months after completion of my first 12 months in nonpaid status. I agree to pay the applicable premiums, both the employee and the agency share for Basic coverage and the full premium for any Optional coverage, for each additional month after the first 12 months in nonpaid status. My failure to pay the premiums on a bi-weekly basis within the required timeframe (FEGLI coverage will terminate after two consecutively missed payments) will constitute a voluntary cancellation of my coverage, subject to the 31-day extension of coverage and the right to convert to an individual policy.

_____ I elect to **continue and reduce** my FEGLI coverage for an additional 12 months after completion of my first 12 months in nonpaid status. I agree to pay the premiums, both the employee and the agency share for Basic coverage and the full premium for Optional coverage, for each additional month after the first 12 months in nonpaid status. My failure to pay the premiums on a bi-weekly basis within the required timeframe (FEGLI coverage will terminate after two consecutively missed payments) will constitute a voluntary cancellation of coverage, subject to 31-days extension of coverage and the right to convert to an individual policy.



A LETTER must accompany your election to continue and reduce your FEGLI coverage outlining the coverage you would like to become effective after your initial 12 months. Upon return to Technician duty, your FEGLI coverage will be restored to the election which was in place prior to being placed in a nonpaid status.

If you elect to continue FEGLI beyond 12 months, HRO will provide you with additional information to include the bi-weekly cost of premiums, effective date, timelines and a copy of the payroll remittance form. The cost of your premiums are subject to change due to the coverage that you elect, increase in pay, and changes to age groups which are used to calculate the cost of FEGLI coverage. I have read and understand the conditions in this notice.

Technician Name – **PRINT**

Social Security Number

Technician **SIGNATURE**

(Date)

HRO Specialist Name (Print)

Payroll Office Identification #
(Army-97380800) (Air-97380100)

HRO Specialist Signature

(Date)