



Employee Military Leave Activation Package

For Reservists Called To Active Duty

Drug Enforcement Administration
Human Resources Division
Compensation and Benefits Section

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The Field Division is responsible for ensuring that employees who receive military orders for active duty receive a copy of this package. Please complete the below check list and forward all items on check list to the HQ, Human Resources Division, Compensation and Leave Management Unit.

_____ A completed and signed Employee Check List

_____ Employee's Military Orders

_____ Federal Employees Health Benefits (FEHB) Enrollment Form for – Absent – Uniformed Service (AUS) (formerly known as Leave without Pay (LWOP)-US)

_____ Request for Personnel Action (SF-52) – Absent - Uniformed Service
(See Military Leave - Attachment 1)

_____ Request for Personnel Action (SF-52) – Return to Duty
(See Military Leave - Attachment 2)

REQUEST FOR PERSONNEL ACTION

PART A - Requesting Office (Also complete Part B, Items 1, 7-22, 32, 33, 36 and 39.)

1. Actions Requested RETURN TO DUTY	2. Request Number
3. For Additional Information Call (Name and Telephone Number) COMPLETE	4. Proposed Effective Date COMPLETE
5. Action Requested By (Typed Name, Title, Signature and Request Date) COMPLETE	6. Action Authorized By (Typed Name, Title, Signature, and Concurrence) COMPLETE

PART B - For Preparation of SF 50 (Use only in FPM Supplement 292-1. Show all dates in month-day-year order.)

1. Name (Last, First, Middle) DOE, JOHN E.	2. Social Security Number 555-55-5555	3. Date of Birth 11-11-1970	4. Effective Date LEAVE BLANK
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First Action

5-A. Code 292	5-B. Nature of Action RETURN TO DUTY
5-C. Code Q3K	5-D. Legal Authority 5 CFR PART 353
5-E. Code	5-F. Legal Authority

Second Action

6-A. Code	6-B. Nature of Action
6-C. Code	6-D. Legal Authority
6-E. Code	6-F. Legal Authority

7. FROM: Position Title and Number	15. TO: Position Title and Number COMPLETE FIELDS 15 - 19 AND 22																								
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14. Name and Location of Position's	22. Name and Location of Position's Organization
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Employee Data

23. Veterans 1 - None 3 - 10 Point /Disability 5 - 10 Point/Other 2 - 5 Pt. 4 - 10 Point/Compensable 6 - 10 Point/Compensable/30%	24. Tenure 0 - None 2 - Conditional 1 - Permanent 3 - Indefinite	25. Agency Use	26. Veterans Preference for RIF <input type="checkbox"/> Yes <input type="checkbox"/> NO
27. FEGLI	28. Annuitant Indicator	29. Pay Rate Determinant	
30. Retirement Plan	31. Service Comp.	32. Work Schedule	33. Part-Time Hours Per Biweekly Pay Period

Position Data

34. Position Occupied 1 - Competitive Service 3 - SES General 2 - Excepted Service 4 - SES Career Reserved	35. FLSA Category E - Exempt N - Nonexempt	36. Appropriation Code	37. Bargaining Unit Status
38. Duty Station Code	39. Duty Station (City - County - State or Overseas Location)		

40. Agency Data	41.	42.	43.	44.
45. Educational Level	46. Year Degree Attained	47. Academic Discipline	48. Functional Class	49. Citizenship 1-USA 8-Other
50. Veterans Status		51. Supervisory Status		

PART C - Reviews and Approval (Not to be used by requesting office)

Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
A.			D.		
B.			E.		
C.			F.		

2. Approval: I certify that the information entered on this form is accurate and that the proposed action is in compliance with statutory and regulatory requirements.	Signature	Approval
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5-C. Code	5-D. Legal Authority	6-C. Code	6-D. Legal Authority
5-E. Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

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Employee Check List

Name (print/type): _____

Please complete the below checklist and return to your Division's Personnel Liaison before your report date.

Please initial:

_____ I have notified my supervisor of my upcoming military service.

_____ I have reviewed my Rights and Benefits under USERRA.

_____ FEHB Enrollment Form for Absent - Uniformed Service

_____ Enclosed is a copy of my military orders.

_____ Print a copy of the [Checklist for Veterans and Reservists Called to Active Duty](#) to keep with you while you are deployed. The checklist provides additional instruction on what to do before you deploy, while deployed and what to do when you return.

Signature

Date

EMPLOYMENT RIGHTS AND BENEFITS OF FEDERAL CIVILIAN EMPLOYEES WHO PERFORM ACTIVE MILITARY DUTY

Civilian Federal employees who are members of the Uniformed Services and who are called to active duty (or volunteer for active duty or full-time National Guard duty) are entitled to the following rights and benefits:

1. PAY - Employees performing active military duty will receive compensation from the Armed Forces in accordance with the terms and conditions of their military enlistment or commission. They will not receive any compensation from their civilian employing agency unless they elect to use military leave or annual leave as described in paragraphs 2 and 3, below. As usual, agencies should continue the payment of availability pay for criminal investigators and annual premium pay for administratively uncontrollable overtime (AUO) work, or regularly scheduled standby duty, on days of military leave or annual leave.

2. MILITARY LEAVE - Employees who perform active military duty may request paid military leave, as specified in 5 United States Code (U.S.C) 6323(a). Under the law, an eligible full-time employee accrues 15 days (120 hours) of military leave each fiscal year. See OPM's fact sheet on military leave at <http://www.opm.gov/oca/leave/HTML/military.HTM> and Frequently Asked Question on Military Leave at <http://www.opm.gov/FAQs/Search.aspx?q=military%2bleave&start=30> .

3. LEAVE - Employees who perform active military duty may request to use accrued and accumulated annual leave to their credit (under 5 U.S.C. 6303 and 6304), and such requests must be granted by the agency. In addition, requests for advanced annual leave may be granted at the agency's discretion. See <http://www.opm.gov/oca/leave/HTML/ANNUAL.HTM> for more information on annual leave.

Additionally, in accordance with 5 Code of Federal Regulation (CFR) 353.208 that implements the Uniformed Service Employment and Reemployment Rights Act (USERRA), an employee performing service with the uniformed services must be permitted, upon request, to use earned compensatory time off for travel, or accrued sick leave (consistent with statutory and regulatory criteria for using sick leave), during such service. An employee is entitled to use annual leave, military leave, earned compensatory time off for travel, or sick leave intermittently with leave without pay while on active duty or active/inactive training.

Employees who elect to use personal leave (annual, sick, military, or compensatory time off for travel) will receive compensation from their civilian position for all hours charged to such leave in addition to their military pay for the same period. Employees who enter into active military duty may choose to (1) have their annual leave remain to their credit until they return to their civilian position, or (2) receive a lump-sum payment for all accrued and accumulated annual leave. See <http://www.opm.gov/oca/leave/HTML/lumpsum.htm> for more information on lump-sum payments for annual leave.

4. LEAVE WITHOUT PAY - The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) generally requires an agency to place an employee entering the military

on Absent - Uniformed Service (AUS), formerly known as LWOP-US, unless the employee chooses to be placed on military leave, annual leave, or other available leave, as appropriate, or the employee provides a written request to be separated (Reference: 5 CFR 353.106). Full-time employees do not earn annual or sick leave in a pay period in which they have accumulated 80 hours of LWOP. In addition, part-time employees on LWOP also earn less annual and sick leave, since they earn leave based on the number of hours in a pay status.

5. HEALTH BENEFITS - Employees who are in a non-pay status or separated while on military duty for more than 30 days may keep their Federal Employees Health Benefits (FEHB) coverage for up to 24 months from the date the absence to serve on military duty begins. For further information on FEHB coverage see

<http://www.opm.gov/insure/health/eligibility/reservists.asp> and Frequently Asked Questions About FEHB for Federal Civilian Employees Called to Active Duty Service at <http://www.opm.gov/healthcare-insurance/insurance-faqs/?cid=dd3ae39f-0130-40bf-bf88-74a42e2af9d3> and <http://www.opm.gov/healthcare-insurance/insurance-faqs/?cid=1eed8cd-e559-436b-825f-1ac934c1713f>

NOTE: DEA and many agencies are paying the employee's health benefits premium share, in addition to the employer's health benefits premium share for covered employees ordered to active duty in support of a contingency operation. The authority and contingency operation should be listed on the employee's orders to report for active duty.

A contingency operation is defined as “a military operation that is (a) designated by the Secretary of Defense or (b) results in the call or order to, or retention on active duty under section 688, 12301(a), 12304, 12305, or 12406 of Title 10 U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress. Operations include: Kosovo – Operation Allied Force and Joint Guardian; 911 Terrorist Attacks – Operation Enduring Freedom; Noble Eagle; Infinite Justice and Iraqi Freedom.

Employees who are not serving in support of a contingency operation are not entitled to have their premiums paid by their agencies. For the first 12 months of enrollment, employees are responsible for the enrollee share of the premium, and the agency will pay its share. For continued FEHB coverage for an additional 12 months, the enrollee is responsible for both the employee and agency shares of the premium, plus an additional 2% administrative fee.

If an employee elects to continue coverage, premiums will be deducted each pay period leave is used. Unpaid premiums accumulated during the coverage period will either be deducted from his/her pay upon return to duty or the premium may be paid directly to the National Finance Center (NFC) by check or money order.

Employees who elect to terminate their FEHB coverage must notify the DEA Human Resources Division. An election form is included in this packet.

6. LIFE INSURANCE - While you are AUS your FEGLI coverage will continue for up to 12 months **at no cost to you**. When your FEGLI coverage ends you will have a free 31-day extension of coverage or you may continue your coverage for an additional 12 months. If you

elect to continue your coverage for the additional 12 months, you are responsible for **paying both** the employee and agency shares of premiums for Basic coverage and the entire premium for Optional coverage. See page 12 for additional FEGLI information.

For more information on life insurance benefits see <http://www.opm.gov/healthcare-insurance/insurance-faqs/life/?cid=c658ebbc-f386-4626-818a-9e652b7152d2>

7. RETIREMENT - An employee who is AUS while performing active military duty continues to be covered by the retirement law--i.e., the Civil Service Retirement System (CSRS) or the Federal Employees Retirement System (FERS). Death benefits will be paid as if he or she were still in the civilian position. If the employee becomes disabled for his or her civilian position during the AUS and has the minimum amount of civilian service necessary for entitlement to disability benefits (5 years for CSRS, 18 months for FERS), the employee will become eligible for disability benefits under the retirement law. Upon eventual retirement from civilian service, the period of military service is creditable under either CSRS or FERS, subject to the rules for crediting military service.

If an employee separates to enter active military duty, he or she generally will receive retirement credit for the period of separation when the employee exercises restoration rights to his or her civilian position. If the separated employee does not exercise restoration rights, but later re-enters Federal civilian service, the military service may be credited under the retirement system, subject to the rules governing credit for military service.

8. MILITARY DEPOSIT “BUY BACK” SERVICE - All honorable active duty military service is potentially creditable for retirement purposes. CSRS employees employed October 1, 1982 or later and **FERS employees will not receive credit for the military service unless a deposit is made.** A deposit is a payment to the Federal retirement fund to cover a period of civilian service during which no Federal retirement deductions were withheld.

In computing the military deposit for service under both CSRS and FERS, two calculations will be made: (1) 3% (FERS employee) or 7% (CSRS employee) of the military basic pay, and (2) an alternative calculation of what the CSRS or FERS employee contributions would have been for the civilian service had the individual not entered into the military. Employee will pay the lesser amount of the two.

Please contact Human Resources Division, Employee Benefits and Retirement Unit (HRSE), if you have any questions concerning the Military Deposit “buy back” service at 202.353.7861.

9. THRIFT SAVINGS PLAN - For purposes of the Thrift Savings Plan (TSP), no contributions can be made, either by the agency or the employee, for any time in AUS status or for a period of separation. Note: Contributions may be allocated when employees use military leave, annual leave and/or sick leave (consistent with statutory and regulatory criteria for using sick leave) while AUS and the payment for those hours is enough to cover the allotted contribution. Agencies should refer to the Thrift Savings Plan Bulletin for Agency TSP Representatives, No. 01-22, dated May 3, 2001. For additional information, contact the DEA Benefits Unit at 202-353-7861. Employees should refer to the TSP Fact Sheet - Effect of Non-pay Status on TSP

Participation. Both issuances are available on the TSP Internet web site at <https://www.tsp.gov/index.shtml> .

If employees are subsequently reemployed in, or restored to, a position covered by FERS or CSRS pursuant to 38 U.S.C. Chapter 43, they may make up missed contributions. It is the employee's responsibility to contact the DEA HR Processing Center at 202-307-1222, within 60 days of their return to duty to arrange to make up missed contributions. FERS employees are entitled to receive retroactive Agency Automatic (1 percent) Contributions, and, if they make up their own contributions, retroactive Agency Matching Contributions.

Also, if FERS employees separate and their Agency Automatic (1 percent) Contributions and associated earnings are forfeited because they did not meet the TSP vesting requirement, the employees are entitled to have these funds restored to their accounts after they are reemployed. In addition, if employees separate and their accounts are disbursed as automatic cash outs, the employees may return to the TSP an amount equal to the full amount of the payment after they are reemployed. For additional information see the TSP Fact Sheet - "Benefits that Apply to Members of the Military Who Return to Federal Civilian Service" at <https://www.tsp.gov/forms/formsPubs.shtml>.

10. RETURN TO CIVILIAN DUTY - An employee, who enters active military duty (voluntarily or involuntarily) from any position, including a temporary position, has full job protection, provided he or she applies for reemployment within the following time limits:

(A) Employees who served less than 31 days must report back to work at the beginning of the next scheduled workday following their release from service and the expiration of 8 hours after a time for safe transportation back to the employee's residence.

(B) Employees who served more than 30 days but less than 181 days must apply for reemployment within 14 days of release by the military.

(C) Employees who served more than 180 days have 90 days to apply for reemployment.

Employees who served less than 91 days must be restored to the position for which qualified that they would have attained had their employment not been interrupted. Employees who served more than 90 days have essentially the same rights, except that the agency has the option of placing an employee in a position for which qualified of like seniority, status, and pay.

Upon return or restoration, an employee generally is entitled to be treated as though he or she had never left for purposes of rights and benefits based upon length of service. This means that the employee must be considered for career ladder promotions, and the time spent in the military will be credited for seniority, successive within-grade increases, probation, career tenure, annual leave accrual rate, and severance pay. An employee, who was on a temporary appointment serves out the remaining time, if any, left on the appointment. The military activation period does not extend the civilian appointment.

An employee performing active military duty is protected from reduction in force (RIF) and may not be discharged from employment for a period of 1 year following separation (6 months in the case of a Reservist called to active duty under 10 U.S.C. 12304 for more than 30 days, but less than 181 days, or ordered to an initial period of active duty for training of not less than 12 consecutive weeks), except for poor performance, conduct or for suitability reasons.

11. APPEAL RIGHTS - An employee or former employee of an agency in the executive branch (including the U.S. Postal Service) who is entitled to restoration in connection with military duty may appeal an agency's failure to properly carry out the law directly to the Merit Systems Protection Board (MSPB), or the employee may first submit a complaint to the Department of Labor, which will attempt to resolve it. If resolution is not possible, the Department may present the case to the Office of the Special Counsel, which may represent the employee in an appeal to the MSPB. Appeals to the Board must be submitted within 30 calendar days after the effective date of the action being appealed.

12. EMPLOYEE ASSISTANCE PROGRAMS (EAPs) - Employee Assistance Programs can be very helpful to employees and their families in coping with the stress and disruption associated with a call to active military duty. EAPs provide short-term counseling and referral services to help with financial, emotional, and dependent care problems. These services are available to employees who have been called to active military duty (or who volunteer for such duty) and to employees who are family members of those who are performing active military duty. In addition, many EAPs offer services to family members of employees.

All military services provide extensive support to family members, and Federal employees affected by deployment should take time to learn about what is available to them. There is research-based guidance on how best to handle the family issues that occur during deployment, as well as a wide array of practical information and support resources.

Federal Employee Health Benefit (FEHB)

CONTINUING THE ENROLLMENT

DEA will pay both the employer's and employee's share of the Health Benefits premium for up to 24 months for covered employees activated in the US Military. If you are called or ordered to active duty on or after September 14, 2001, and are:

1. Enrolled in an FEHB plan;
2. A member of a reserve component of the armed forces;
3. Called or ordered to active duty in support of a contingency operation pursuant to Title 10, United States Code, and Executive Order 13223 of September 14, 2001;
4. Placed on AUS or separated from service to perform active duty; and
5. Serving on active duty for a period of more than 30 consecutive days.

If you elect to continue FEHB coverage and you do not meet all of the above qualifications you will incur a debt. Your FEHB coverage will continue for up to 12 months and you agree to repay your share to DEA when you return to pay status.

TERMINATING THE ENROLLMENT

If you elect to terminate your FEHB enrollment (or the enrollment terminates after 24 months), the termination will take effect at the end of the last pay period in which premiums were with held from pay. FEHB coverage will continue at no cost to you for an additional 31 days. When you return to pay and duty status, or at the end of the first pay period your pay becomes sufficient to cover your premium, you must reenroll within 60 days if you want FEHB coverage.

SELECTING OPTION

Complete the FEHB Enrollment Form for – Absent - Uniformed Service (AUS) and return with your checklist to your Division's point of contact.

FEHB Enrollment Form for Absent - Uniformed Service

Name:	SSN:	Phone Number:
Office/Division:		
After reading and understanding the FEHB Options, I elect to:		
Please initial:		
<input type="checkbox"/> CONTINUE ENROLLMENT		
<input type="checkbox"/> I understand that I will incur a debt if I do not qualify to have my FEHB portion paid by DEA.		
<input type="checkbox"/> Make payments when I return to pay status (pretax benefit unless I waived coverage).		
<input type="checkbox"/> Submit direct payments to the National Finance Center (no pretax benefit).		
OR		
<input type="checkbox"/> CANCEL ENROLLMENT (Complete Parts A and E of the Health Benefits Registration Form, SF-2809), coverage will be cancel effective the last day of the pay Period.		
<input type="checkbox"/> TERMINATE ENROLLMENT -If you elect to terminate your FEHB enrollment (or the enrollment terminates after 24 months), the termination will take effect at the end of the last pay period in which premiums were withheld from pay. FEHB coverage will continue at no cost to you for an additional 31 days.		
Signature:	Date:	

Federal Employees' Group Life Insurance (FEGLI)

While you are AUS your FEGLI coverage will continue for up to 12 months **at no cost to you**. When your FEGLI coverage ends you will have a free 31-day extension of coverage or you may continue your coverage for an additional 12 months. If you elect to continue your coverage for the additional 12 months, you are responsible for **paying both** the employee and agency shares of premiums for Basic coverage and the entire premium for Optional coverage. To elect the additional 12 month coverage, you must complete and return the "FEGLI Additional Continuation of Life Insurance Coverage for Federal employees Called to Active Duty" form located on pages 13 and 14 **before the end of** your first 12 months in non-pay status. Once completed, the form is returned to DEA/HRSP. Return instructions are provided on the form.

Regular death benefits are payable to your beneficiaries if you are enrolled in FEGLI and killed while on active duty. Accidental death and dismemberment benefits (AD&D) are also payable under Basic insurance (and Option A, if you have Option A) with some exclusions. These exclusions include if you are in a war or any armed aggression or insurrection in which you are in actual combat (or nuclear weapons were used) at the time bodily injuries are sustained. The Office of Federal Employees' Group Life Insurance (OFEGLI) determines whether AD&D is payable, not your agency or OPM.

For more information, please see OPM's Benefits Administration Letter at <http://www.opm.gov/retirement-services/publications-forms/benefits-administration-letters/2008/08-203.pdf>.

For additional information please visit <http://www.opm.gov/healthcare-insurance/insurance-faqs/life/?cid=c658ebbc-f386-4626-818a-9e652b7152d2>.

**Federal Employees' Group Life Insurance (FEGLI)
Additional Continuation of Life Insurance Coverage for
Federal Employees Called to Active Duty**

Name of Employee: _____ Date: _____

*You must make your election on this notice and return it to the DEA/HRSP **before** the end of your 12 months in non-pay status or your FEGLI coverage will automatically terminate at that time.*

Public Law 110-181, the Department of Homeland Security Appropriations Act, enacted January 28, 2008, 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.

We have determined that you are eligible to continue your FEGLI coverage.

Currently, if you are in a non-pay status on the agency rolls while on active duty, the FEGLI coverage continues free for 12 months. If you separate to go on military duty, for FEGLI purposes, you are also considered to be in nonpay status. 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 law allows you to continue FEGLI coverage 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).

The law allows coverage to continue only for the additional 12 months.
You have two choices:

- (1) Elect to have your FEGLI coverage terminate at the end of the first 12 months of non-pay status or
- (2) Elect to continue the coverage for an additional 12 months and agree to pay the premiums for this 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 indicate in the notice that you elect to terminate your FEGLI coverage at the end of the first 12 months in non-pay 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 non-pay 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, for the additional 12 months of coverage. You must make payment arrangements with your employing agency before you leave for active duty service.

I have read this notice, and I understand my choices.

_____ I elect to terminate my FEGLI coverage at the end of 12 months in non-pay 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 work in pay and duty status in a FEGLI-eligible position.

_____ I elect to continue my FEGLI coverage for an additional 12 months after completion of my first 12 months in non-pay status. By choosing to continue coverage 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 nonpay status. My failure to pay the premiums within the required timeframe 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.

(Employee's Name – Please Print)

(Employee's Signature)

(Date)

(Employing Agency Representative Name)

(Employing Agency Representative Signature)

(Date)

If you have any questions, contact the Compensation and Leave Management Unit (HRSP) at 202.307.4030.

Please return your selection to HRSP via fax at: 202.307.4499 or mail to:

DEA/HRSP
8701 Morrissette Drive
Springfield, Virginia 22152

5 WORK DAYS OF EXCUSED ABSENCE

The President announced that, as recognition of Federal civil servants who were called to active duty in the continuing war on terrorism, all returning activated members of the military will be granted 5 work days of excused absence without charge to personal leave. This order covers all employees who were activated for military service in connection with Operation Noble Eagle, Operation Enduring Freedom, Operation Iraqi Freedom, or any other military operation subsequently established under Executive Order 13223.

Regular military service, annual training, etc., are not qualifying for this entitlement. Questions about eligibility for this entitlement should be directed to the Compensation and Leave Management Unit (HRSP), DEA Headquarters. A copy of the employee's military orders should be attached to any requests for determination of eligibility. Requests may be faxed to HRSP at (202)307-4499.

Barring mission requirements, supervisors must grant this period of excused absence prior to the employee's resumption of his/her duties. The employee must provide notification of intent to reemploy, once this is done, the 5 days is awarded **prior** to resumption of duties. It is important that the Headquarters HR Compensation and Leave Management Unit (HRSP) be advised of the employee's return to DEA as possible so that the employee's records are reactivated.

Employees should submit the usual leave request to document the request and approval of the excused absence in webTA. The employee should note in the remarks on the Time and Attendance Report (T&A) and the leave request "Return to Duty from Absent-Uniform Service". Transaction code 66 (OTHER PAID LEAVE) must be used to report the approved absence.

Because excused absence is not annual leave, employees who separate from Federal Service are not paid for these days. The use of the excused absence is not an exigency of public business, and therefore, cannot be used as a reason for restoration of forfeited annual leave. Employees who are at risk of forfeiture should be sure to schedule and use their annual leave to avoid forfeiture.

22 DAYS (176 HOURS) MILITARY LEAVE

The Department of Defense Appropriations Act (Public Law 108-136, Section 1113) provides that federal employees activated for “full-time military service as a result of a call or order to active duty in support of a contingency operation” or called or ordered to active duty in support of civil authorities in the protection of life and property may utilize up to an additional 22 days (176 hours) for leave under 5 U.S.C. 6323 (b). Contingency operations are military activations for Operation Enduring Freedom and all other active duty operations in support of the fight against terrorism, the Iraq conflict, the Afghanistan conflict, and similar conflicts. These 22 days are completely separate from, and in addition to “military leave” accrued by the employees in the Reserves each year. The 22 days are subject to the provision of 5 U.S.C.; Section 5519, therefore, leave taken under this authorization is offset by salary monies paid to the employees by the military base pay during the same period of service.

In essence, this law allows activated military employees to receive the greater of the military pay or their DEA salary while they are on active duty, for 176 hours. These employees are allowed to use 176 hours of this special leave each calendar year. Employees may not carry any unused portion into a subsequent calendar year.

It is important to note that because payments must be offset by military pay received, no entry on the T&A reports should be made by the timekeeper. The payments will be made by the Compensation and Leave Management Unit upon a written request from the employee with supporting documentation for payment. Payment will be made to the employee’s regular salary payment location unless a different mailing address is requested and provided. A sample request memo is attached for requesting the additional 22 days of military leave.

Please refer any leave or compensation related questions to the Compensation and Leave Management Unit at (202)307-4030.

SAMPLE MEMO

Subject: Request to Receive Compensation for
Up to 22 Days of Military
Leave per Calendar Year (DFN: 520-09)

To: Section Chief
Compensation and Benefits Section
Human Resources Division

From: (your name and office)

I request to be compensated for use of 22 Days of Military Leave as follows:

Days of leave: _____
number of days

Dates: _____
starting and ending dates

My Social Security Number is _____ (Last 4 digits)

Please initial and provide all documentation:

_____ I have enclosed a copy of my military activation orders.

_____ I have enclosed copies of my military pay statements covering the dates of the leave usage requested above.

_____ I understand that I will receive my DEA salary for the applicable days listed above, less my military salary paid as documented with the military pay statements. I understand that the funds will be deposited in my bank account where my salary payments have been sent unless I provide a check mailing address below.

If you have any questions, you can reach me at:

eMail address: _____

Mailing address:

Reservist Differential for Federal Civilian Employees
Called to Active Duty

The Office of Personnel Management (OPM) issued guidance for implementing the Reservist Differential as cited in 5 U.S.C. 5538. Effective March 15, 2009, Federal civilian employees who are members of the Reserve or National Guard and are called or ordered to active duty are entitled to payment of a “reservist differential.”

This differential is equal to the amount by which an employee’s projected civilian “basic pay “for covered pay period exceeds the employee’s actual military “pay and allowances” allocable to the pay period. The reservist differential is not payable for periods during which the employee is receiving civilian basic pay for performing work or using civilian paid leave or other paid time off.

In order to be eligible for this payment, the employee must meet both of the following conditions:

1. A covered employee is absent from a Federal civilian position in order to perform active duty in the uniformed services pursuant to a call or order to active duty under **sections 331, 332, 333, 688, 12301(a), 12302, 12304, 12305, or 12406, of title 10, United States code**, and is serving on such qualifying action duty; and
2. The employee is entitled to reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA – 38 U.S.C., Chapter 43) for such active duty.

Note: Military orders must clearly reflect one of the above authorities.

To receive compensation employees must submit copies of the following documents:

- Military orders
- Military earnings and leave statements for each pay period where the differential is claimed.
- Reservist Differential Claim Form (See Military Leave Attachment 3)

Forward the above documents to:

DEA Headquarters
Human Resources Division
HRSP, Compensation and Leave Management Unit
8701 Morrissette Drive
Springfield, Virginia 22152

Additional information on the reservist differential is available at: <http://www.opm.gov/reservist/>
For specific questions related to submitting requests for payments, contact the Compensation and Leave Management Unit by telephone at 202-307-4030.

Reservist Differential Claim Form – To be Completed by the Employee

This form must be submitted by the District with every set of monthly military pay stubs. Please submit this form along with the following to your District representative:

- Reservist Differential Claim Form – To be Completed by the Employee
- Military Pay Stubs for the month submitted
- Military Orders (if initial submission) with the Authority highlighted

District:		
Name:		
SSN:		
Contact Information:	Number:	
	E-Mail:	
	Mailing Address:	

Military Orders (only needed for initial submission or if changed)

The following periods are qualifying military duties that entitle an employee to receive reservist differentials. Please check the appropriate box for your military orders. Attach and highlight qualifying period. If the authority is not located on the orders, you must contact the headquarters that issued the orders (listed at the top of orders) to get them revised.

10 USC 688		10 USC 12301(a)		10 USC 12302		10 USC 12304		10 USC 12305	
10 USC 12406		10 USC 331		10 USC 332		10 USC 333			

Emergency Military Leave Waiver

My signature, below, acknowledges my understanding that I may claim reservist differential, or emergency military leave, but not both, for a period of time during which I am serving in the military. Unless I specify dates below for periods of emergency military leave, I hereby certify that this claim for reservist differential is in lieu of any entitlement I might otherwise have to emergency military leave.

Name	Signature	Date

Dates this month that I would like to use emergency military leave instead of receiving the reservist differential:

Military Pay

Enter the amount that you received in military pay for the month. Attach all military pay stubs.

MONTH:							
Base Pay:		BSH:		FSSA:		Pysc. Dipl Pay:	
BAH:		CEFIP:		HDIP:		SDIP:	
BAS:		CSP:		HDP:		Special Duty Assign:	
ACIP:		DVDY:		HFP/IDP:		SWO:	
AIP:		Field Rations:		JACP:		VSP/ASP/BCP:	
BCP:		FSH/FSA-II:		Nurses' medical bns:		Other:	