

UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT
Missouri National Guard Technician USERRA Checklist

The USERRA Technician Checklist assists Missouri National Guard Federal Employees with understanding and determining elections and options available to them when they perform military service.

Required Documents needed by HR to process the Absent-US or Separation-US Action are:

1. Request for Personnel Action – Standard Form 52 (SF52),
2. Technician USERRA Checklist
3. Orders calling technician to active duty.

This document must be read and completed in its entirety. You are required to initial all applicable blocks to indicate your elections and understanding of the subject matter. Failure to complete this document properly can cause you and your family significant payroll and/or benefit issues.

PRIVACY ACT STATEMENT

AUTHORITY: 5 USC 301, Department Regulations; Title 5, USC Chapters 43, 61, and Executive Order 9397.

PRINCIPAL PURPOSE: To properly process the technician USERRA election, and document benefits elections and performance of service in the uniformed services.

ROUTINE USE(S): The information provided will be used to process the Absent-US or Separation-US election through the Defense Civilian Personnel Data System (DCPDS), electronic Official Personnel Folder (eOPF), Defense Civilian Payroll System (DCPS), and ensure that the documentation is correctly filed.

MANDATORY: Failure to provide all the requested information could lead to a delay in processing the action and also impact any benefit elections.

I. INDIVIDUAL INFORMATION

1. Name:	2. SSN:	3. Technician Unit:	4. Pay Plan-Grade-Step:
5. Street Address:	6. City:	7. State:	8. Zip:
9. Phone Number:	10. Email Address (where you may be reached during military service):		
Emergency Contact:	Phone Number:	Relationship:	

II. USERRA ELECTION TYPE

ABSENT – UNIFORMED SERVICE (ABSENT – US): This election will place technicians in approved/authorized absence in either a paid or non-paid status depending upon the leave he/she may choose to use. Employee is absent (whether in pay or non-pay status) to perform military duty and has reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA – 38 U.S.C. chapter 43).

SEPARATION – UNIFORMED SERVICES (SEPARATION - US): This election is a form of resignation, but allows USERRA protections. This is a separation action initiated when the employee enters military duty and provides written notice of intent not to return to a position of employment with the agency or elects to be separated in lieu of placement in a leave without pay status. This selection does not prevent you from applying for reemployment. **An employee has the option to elect Absent-US or Separation-US.**

NOTE: (1) You must provide Military Orders.
 (2) Effective date of USERRA election will coincide with the start date of the military order.
 (3) A technician may use Comp Time Earned while on military orders. However, to use Comp Time Earned, the effective date of Absent-US must be delayed until the technician uses all desired Comp Time Earned. It must be used exclusively and consecutively, and prior to the use of any other leave type. Once the desired amount of Comp Time Earned is exhausted, the HRO will process the personnel action and the technician will remain on Absent - US for the duration of the order.

Initial ONLY ONE option below:

I ELECT ABSENT – US	Effective Date:
I ELECT SEPARATION – US	Effective Date:

III. EARNED LEAVE

A technician may use the following approved paid leave while in Absent-US: Annual Leave, Military Leave, Compensatory Time, or Sick Leave if appropriate. Technicians earn 120 hours of Military Leave at the start of each fiscal year.* See rule for Compensatory Time Earned under Forfeiture of Earned Leave

Accumulated Leave

ABSENT-US members: Your earned leave will be saved in the pay system unless you elect to use it.

SEPARATION-US members: Your Annual Leave will be paid out in a lump sum payment.

Forfeiture of Earned Leave

ABSENT-US status:

- (1) A maximum of 240 hours of Military Leave can be accumulated. Military Leave over 240 hours will be forfeited and cannot be restored.
- (2) A maximum of 240 hours of Annual Leave can be accumulated. Annual Leave over 240 hours will be forfeited, but may be restored upon request.
- (3) Compensatory Time and Time Off Awards cannot be conserved nor restored and will be forfeited if not used within 1 year from date they were earned.
- (4) If Compensatory Time is forfeited due to deployment, employee must show proof of loss due to deployment, such as LES' and pay documentation.

SEPARATION-US status:

If using earned leave, your separation effective date will be the day after your last day of your earned leave. Otherwise;

- (1) Paid Military Leave, Compensatory Time, and Time Off Awards will be forfeited if not used prior to separation and cannot be restored.
- (2) Annual Leave – you will receive a lump sum payment.

Lump Sum Payout

SEPARATION-US members: Any unused Annual Leave will be paid out in a lump sum which will be on the last LES or an additional LES after separation. Compensatory Time, Military Leave, and Time off Awards are automatically forfeited (if not used), and do not qualify as part of the lump sum payment. Therefore, it is highly encouraged to use these leave types prior to the anniversary date you earned them or they will be removed and cannot be restored by DFAS.

Initial ONLY ONE Below:

I **DO** have compensatory time earned that I elect to use before being placed in Absent-US status. Please place me in Absent-US when my comp time is exhausted. **Number of Hours:** _____

I **DO NOT** have compensatory time earned that I would like to use prior to being placed in Absent-US. My Absent-US date will be the same date as the start of my military order.

IV. TECHNICIAN PAY

ABSENT-US members: Any automatic deductions, investments and/or garnishments such as normal employment benefits or investments (Health Benefits, Life Insurance, Thrift Savings Plan, and Loans) established on your technician pay will temporarily halt during your Non-Pay status and will be automatically restored upon your return to duty or during times when you are in Active Pay status (i.e. while using accrued leave, military leave, etc). If you have **child support** payments/garnishments established on your technician pay, you must ensure DFAS has a copy of the court order. DFAS contact number is (866) 859-1845.

You may be eligible to receive a "Reservist Differential" payment if your civilian "basic pay" normally exceeds the amount of your military pay during a pay period if you are ordered to active duty under section (Title 10 USC 331, 332, 333, 688, 12301 (a), 12302, 12304, 12305, or 12406). You may receive a differential sum equal to the amount of your civilian salary to offset your military pay as long as you are in authorized Non-Pay status. Additional information can be found at <http://www.opm.gov/reservist/>. It is **YOUR** responsibility to notify the HRO if you believe you qualify for Reservist Differential.

SEPARATION-US members: You will have your Technician Pay and all Employee Benefits such as automatic deductions, investments and/or garnishments discontinued. You will receive a separation packet containing forms and directions informing you how to handle your former benefits and/or pay information. It is **YOUR** responsibility to coordinate for or meet your deduction or garnishment requirements/obligations.

To manage your pay information (i.e. Address, Direct Deposit, LES delivery, and Allotment information) you will need to access the DFAS My Pay Web Site at <https://mypay.dfas.mil>.

Initial Below:

I understand my absence or separation will have certain affects on my technician pay while in Absent-US/SEP-US.

V. RESTORATION PERIODS

Initial Below:

I understand that I have **NO RE-EMPLOYMENT RIGHTS** if I serve more than a **cumulative total of 5 years** (unless mobilized under contingency operations such as defined in 10 USC 101(a)(13)(b)).

VI. FEDERAL EMPLOYEE'S HEALTH BENEFITS (FEHB)

Continuing FEHB during Non-contingency Operations

If you are entering military service for non-contingent operations such as AGR, Active Duty for Special Work, Military School, WTU, etc, you may continue FEHB for up to 12 months and pay your share of your premiums. You may continue your FEHB for an additional 12 months (NTE 24 total months) by paying 102% of the premium which includes your premium share, the Government's share, and a 2% administrative fee.

If electing to continue FEHB coverage, you may pay the premiums on a continuous basis to avoid an FEHB debt upon your return to duty.

Checks should be made payable to:

DFAS-CL DSSN8522
P.O. Box 99555
Cleveland, OH 44199-8019

Payments should include the member's SSN and annotate USERRA FEHB payment in the memo part of the check.

Continuing FEHB during Contingency Operations

Your FEHB premiums (both the employee and government contributions) will be paid by the agency up to 24 months if you are:

- (1) Called or ordered to active duty (voluntarily or involuntarily) in support of contingency operations as defined in 10 USC 101(a)(13)(b).
- (2) Placed in ABSENT-UNIFORMED SERVICE to perform active duty.
- (3) Serving on active duty for a period of more than 30 consecutive days.

***Use of Intermittent Leave: Normal FEHB deductions (your share + Gov't share) will resume during any period you receive paid leave.*

SEPARATION-US members: You will continue to have FEHB coverage until your date of separation.

Terminating Coverage (Contingent, Non-contingent)

ABSENT - US members: You may terminate your FEHB providing:

- (a) Military service is more than 30 days and
- (b) Termination is effective the date of or after entering military service unless covered by early TRICARE (Qualifying Life Event).

The HRO will complete a Standard Form (SF) 2810 along with this checklist to terminate your FEHB if elected. ABSENT - US members have the option to terminate FEHB up to 60 days after being placed in non-pay status.

SEPARATION - US members: You will have your FEHB coverage automatically terminated on the day you are separated unless you elect to cancel at an earlier date.

FEHB terminations allow for a 31-day extension of coverage.

Reinstatement/Enrollment

You have 60 days after returning to duty/reemployment to reinitiate/reenroll in FEHB. If you are covered by TRICARE (TAMP coverage) following your military service period, you may elect to submit a Waiver of Immediate Reinstatement of FEHB to our office. This form allows you to push your FEHB reenrollment period to coincide with your loss of TRICARE insurance, rather than the end of your military order. It is YOUR responsibility to re-enroll in FEHB prior to the end of your TAMP coverage to avoid a lapse in coverage.

Initial below only if you DO NOT have FEHB Coverage:

I DO NOT HAVE FEHB. SKIP TO PART VII.

Initial ONLY ONE below if you DO have FEHB Coverage:

CONTINGENCY or NON-CONTINGENCY OPERATIONS (FEHB TERMINATION)

I ELECT TO TERMINATE my FEHB

NON- CONTINGENCY OPERATIONS (RETAIN FEHB)

I ELECT TO RETAIN FEHB and incur a debt. Upon my Return to Duty, I understand I will receive double deductions of FEHB premiums until the debt is satisfied. I understand that after the first 12 months, I will pay 102% of the premiums.

I ELECT TO RETAIN FEHB and pay on a continuous basis during my absence by paying directly to DFAS. I understand that after the first 12 months, I will pay 102% of the premiums.

CONTINGENCY OPERATIONS (RETAIN FEHB)

I ELECT TO RETAIN FEHB. I am aware the agency will cover my FEHB premium not to exceed 24 months, and I understand I will pay my normal FEHB deductions during any pay period I use technician leave.

VII. FEDERAL EMPLOYEES' GROUP LIFE INSURANCE (FEGLI)

ABSENT–US and SEPARATION–US members: FEGLI coverage will continue for up to 24 months in accordance with (IAW) the Department of Homeland Security (DHS) Appropriations Act 2008, Sec. 1102 so long as military service is for more than 30 days.

FEGLI will continue for up to 12 months at no cost to you. However, you may continue FEGLI for an additional 12 months if your military service is beyond 12 months. To qualify for the additional coverage beyond the first 12 months, you are responsible for both your share and the agency share of premiums for the Basic coverage, and the entire cost for any Optional insurance. Failure to pay the premiums as specified will constitute a voluntary cancellation of your coverage, subject to the 31-day extension of coverage and the right to convert to an individual policy.

TERMINATION: Your FEGLI coverage will be terminated at the end of 12 months of non pay status if you indicate that you elect to terminate coverage. 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.

CONTINUATION: You must pay the employee and agency share of your premiums if you elect to continue your FEGLI coverage for Basic coverage and the full premium for any Optional coverage, for the additional 12 months. Payment arrangements must be made before you leave for active duty service. Your current FEGLI elected options will be automatically restored upon your return to duty or reemployment.

Initial Below if you DO NOT have FEGLI Coverage:

I DO NOT HAVE FEGLI. SKIP TO PART VIII.

Initial ONLY ONE Below if you DO have FEGLI Coverage:

I ELECT TO TERMINATE my FEGLI coverage at the end of my 12 month free period.

I ELECT TO CONTINUE my FEGLI coverage for an additional 12 months and incur any cost associated with the continuation of coverage.

VIII. FEDERAL EMPLOYEES DENTAL & VISION INSURANCE PROGRAM (FEDVIP)

FEDVIP is separate from FEHB and does mirror the same coverage stipulations. You may elect to continue FEDVIP coverage, cancel, or have it automatically terminated at the time you enter military service.

Continued Coverage / Direct Billing

ABSENT –US members: You may elect to continue FEDVIP coverage throughout the duration of your military service. After two consecutive pay periods in **Non-Pay** status, payment for FEDVIP coverage will no longer be electronically withdrawn, but you will receive your FEDVIP billing in the mail know as **Direct Billing**. Your bill must be paid by sending in a check payable to **BENEFEDS** for the amount due. Failure to do so may cause you to default on your coverage.

Cancellations

You may cancel your FEDVIP so long as cancellation is effective the date of or after and not prior to entering military service. There is no stipulated timeframe to cancel your coverage; therefore, if you forget to submit your cancellation request, your coverage is subject to automatic termination. You must cancel directly with FEDVIP (see FEDVIP Contact below)

Terminations

ABSENT –US members: Failure to comply with FEDVIP's Direct Billing procedures or to submit your cancellation request may cause your coverage to be automatically terminated.

SEPARATION –US members: You will have your FEDVIP coverage automatically terminated on the day you are separated unless you elect to cancel at an earlier date.

FEDVIP Contact

You must contact BENEFEDS Customer Service by email at Service@BENEFEDS.com or call (877) 888-FEDS (877-888-3337) to coordinate all payment requirements and/or cancellation requests. Additional information can be found at www.benefeds.com.

Initial ONLY ONE Below:

I DO NOT HAVE FEDVIP.

I understand my FEDVIP options and will take the necessary steps above as appropriate.

IX. FEDERAL LONG TERM CARE INSURANCE PROGRAM (FLTCIP)

If enrolled in the Federal Long Term Care Insurance Program (FLTCIP) premiums payments must be current to avoid cancellation of coverage – enrollees are not allowed to incur a debt. To coordinate direct billing, contact a LTC rep at **1-800-582-3337** to discuss and/or change my payment option. If you are deployed, direct billing may not be feasible. Having a payroll deduction or automatic bank withdrawal may be the best option.

X. NGAUS Disability/ Life Insurance

The NGAUS Disability and/or Term Life Insurance provider (ReliaStar) needs to be notified when a technician that is enrolled in either type of insurance enters military service that is over **30 days**. This is in order to suspend the insurance premiums for the disability coverage and bill you directly for the term life insurance premiums. You must complete the NG 76 and submit with your USERRA package to notify ReliaStar that you have entered active duty.

Initial ONLY ONE Below:

I am not enrolled in NGAUS Disability / Life Insurance

I am entering Absent-US and elect to Maintain my NGAUS coverage and will incur a double- deduction for any missed premiums upon my RTD.

I am entering Absent-US and elect to terminate my NGAUS coverage on EFFECTIVE DATE:

XI. FLEXIBLE SPENDING ACCOUNTS (FSAFEDS)

Upon receiving orders of 31 days or more, employees enrolled in any of the three Flexible Spending Accounts (FSAFEDS) must notify FSAFEDS immediately of the change in employment status by calling 1-877-372-3337. Enrollees may accelerate the pre-tax deductions prior to entering Absent-US or Sep-US status.

Absent-US members that have not pre-paid their election will have their account frozen while on Absent-US and will not be eligible for reimbursement of any Health Care Flex Spending Account (HCFA) expenses incurred during the period of Absent-US until the benefit period ends or until being returned to duty and begin making allotments again, whichever occurs first.

SEP-US members will have their FSA terminate as of the date of separation and there are no extensions. Any health care expenses incurred after the date of separation are not reimbursable. For Dependent Care Flex Spending Account (DCFA), claims can be submitted until the end of the benefit period or until account balance is used up, whichever occurs first.

Under the Heroes Earnings Assistance and Relief Tax (HEART ACT), employees may receive a taxable disbursement of the unused HCFA balance now as a Qualified Reservist Distribution (QRD). The funds are taxable income in the year funds are received and that there is a time limit to request a QRD beginning with the date of the orders and ending on the last day of the FSAFEDS grace period. Requests for a QRD must be made by contact FSAFEDS directly at 1-877-372-3337.

For more information please visit their website at www.FSAFEDS.com

XII. THRIFT SAVINGS PLAN (TSP)

ABSENT-US members: If you have TSP Loan(s), your loan deductions will temporarily be frozen while in **Non-Pay** status. A TSP-41, Notification to TSP of Non-Pay Status form will be generated on your behalf notifying TSP of your entrance into military service. If you wish to continue making payments while in AUS status, please utilize the TSP loan coupons (TSP 26) available on the TSP website for direct payments.

SEP-US members: TSP Loan deductions will stop upon separation. **If you do not pay the loan in full prior to separation, it will process as a taxable distribution and will be subject to taxes, and an early withdrawal penalty when applicable.** You may contact the TSP Office at 1-TSP-YOU-FRST (1-877-968-3778) to make other payment arrangements.

CONTRIBUTING TO YOUR MILITARY TSP ACCOUNT- If you contribute to your Military TSP account during your military service period, your military contributions can be used as credit to receive your technician agency matching contributions upon your return to technician status. You may also make retroactive TSP contributions to your civilian TSP account if your military TSP contributions are less than the missed technician TSP amount. To do this, you must contact the HRO within 60 days of your return to civilian service. To receive matching contributions, you must show the HRO proof of contributions to your military TSP account by providing all Military LESs during period of service which clearly shows military TSP deduction amounts.

Initial ONLY ONE Below:

I DO have a TSP Loan. HRO will submit a TSP-41, Notification to TSP of Non-Pay status, to the TSP.

I DO NOT have a TSP Loan.

Initial Both Below:

MATCHING TSP CONTRIBUTIONS. I understand my Military TSP contributions may be used as credit for Civilian TSP agency matching contributions. I understand that I must provide all military LES' as proof of TSP contributions.

RETROACTIVE CONTRIBUTIONS. I understand I may make retroactive contributions and elections to my TSP account by submitting a written request to the HRO within **60** days of my return to civilian service if I exercise restoration rights.

XIII. RETIREMENT BENEFITS

ABSENT-US members: Will have death and disability benefits continued under their current retirement system. If you are in a non-pay status during your military service for more than a full pay period, you may need to make a deposit into your civilian retirement fund in the amount you would have contributed had you never left. Failure to make a deposit could result in a loss of civilian service retirement credit. CSRS employees must make a deposit if first hired after October 1, 1982; All FERS employees must make a deposit for time to be credited.

SEPARATION-US members: Death and disability benefits will be discontinued upon the date of separation.

Both Absent-US and SEP-US members may be eligible to make Military Deposits for military service which may be potentially creditable. In order to obtain federal retirement coverage for military service, members must complete an RI 20-97 (Estimated Earning During Military Service) form, attach the respective DD-214, and submit to HRO. While optional, the forms must be submitted to avoid a reduction in civilian retirement credit. Contact the Human Resources Office for additional information and/or to receive the form.

Initial Below:

I understand my Retirement/Military Deposit options.

TECHNICIAN SIGNATURE

I have read and understand my USERRA options, benefits, elections, and conditions.
SIGNATURE:

Date:

HR REMOTE DESIGNEE/SUPERVISOR USE ONLY

Complete/check off each item to verify completion:

Completed by:

SF -52 attached

Military Orders attached

HRO USE ONLY

Complete/check off each item to verify completion:

Completed by:

SF -52 attached

Military Orders attached

FEHB code: _____

SF 2810 attached

TSP-41 for Loan

Other: _____

**FEDERAL EMPLOYEES' GROUP LIFE INSURANCE (FEGLI) PROGRAM
ELECTION FORM: EXTENSION OF COVERAGE WHEN CALLED TO ACTIVE DUTY**

Name of Employee: (Please Print) _____ Date: _____

You must make your election on this notice and return it to the employing office 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 non-pay 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 new 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 new 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 nonpay 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 nonpay 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 non-pay 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.

If you have any questions, contact the Human Resources Office or your Remote Designee.

(Employee's Name – Please Print)

(Employee's Signature)

(Date)

(Agency's Name-Please Print)

(Agency's Signature)

(Date)

Continuation of Federal employees Group Life Insurance (FEGLI) Coverage
REMITTANCE FORM

Employees must include a copy of this form with each payment submitted to the DFAS-CL Disbursing Office. Your check should be made payable to DFAS-CL DSSN 8522.

Your payment and remittance form should be mailed to the DFAS-CL Disbursing Office address below:

For employees paid by DFAS **Cleveland** Payroll Office with a Payroll Office ID of:

97380600, 97380700, 97381400, 97381500, 97381800 mail to:

DFAS-CL Disbursing

P. O. Box 99555

Cleveland, OH 44199-8010

For employees paid by DFAS **Indianapolis** Payroll Office with a Payroll Office ID of:

97380100, 97380500, 97380800, 97381000, 97381100, 97381200, 97381600, 97381700 mail to:

DFAS-CL Disbursing

P. O. Box 99555

Cleveland, OH 44199-8009

I understand in order for my FEGLI Coverage to continue beyond the first 12 months while I am not in a pay status that I am responsible for submitting both the employee portion as well as the agency contribution towards the FEGLI premium in no less than one biweekly amount.

Employee's Name _____ SSN: _____
(Please print name as listed on your Leave and Earning Statement (LES))

Payroll Office ID Number _____

(The payroll office ID Number is an eight digit number such as 97380200, 97380300, 97390600 etc. shown in the REMARKS section of your LES)

My biweekly payment of both employee and employer share of the FEGLI premium in the amount of \$ _____ is enclosed.

THIS FORM CONTAINS INFORMATION SUBJECT TO THE PRIVACY ACT OF 1974 AS AMENDED.