

GOVERNMENT OF THE DISTRICT OF COLUMBIA
D.C. Department of Human Resources

District Personnel Manual Issuance System

This instruction should be filed behind the divider for Part III of DPM Chapter(s) 12

DPM Instruction No. 11B-67 & 12-44

SUBJECT: District Government Employees
Called to Active Military Duty

Date: December 23, 2008

NOTE: This District Personnel Manual (DPM) instruction supersedes DPM Instruction No. 12-29, *same subject*, dated May 11, 2005, for the purpose of making a change to the provision on health benefits affecting employees called to active duty pursuant to section 4317 (a)(1) of the Uniformed Services Employment and Reemployment Rights Act (USERRA). This particular change took effect on December 10, 2004, and it is contained in paragraph 9 (a)(1) of this instruction (page 6).

1. PURPOSE

This DPM instruction explains provisions relevant to District government employees who are members of the reserve components of the U.S. armed forces, and who are called to active military duty. The provisions include matters relating to **pay, leave, health and life insurance benefits, retirement benefits, and employment status** while on active military duty.

2. AUTHORITY

Title 10 of the U.S. Code, Subtitle E (Armed Forces, Reserve Components); Title 38 of the U.S. Code, Chapter 43 (USERRA); 5 U.S. Code § 6323 (Other Paid Military Leave); and D.C. Law 17-135, the Operation Enduring Freedom and Operation Iraqi Freedom Active Duty Pay Differential, effective March 26, 2008 (D.C. Official Code 1-611.03 (a)(7)(A)) (2008 Supp.).

3. APPLICABILITY

The provisions of this instruction apply to all permanent or temporary employees, including “at-will” employees, who are members of a reserve component of the U.S. armed forces, who are called to active duty (hereinafter referred to as “covered employees”).

Note: DPM Instructions that are strictly procedural in nature have direct applicability only to agencies and employees under the personnel authority of the Mayor. Other personnel authorities or independent agencies may adopt any or all of these procedures or guidance materials for agencies and employees under their respective jurisdictions. [See DPM Chapter 2, Part II, Subpart 1, § 1.3]

Inquiries: Benefits and Retirement Administration, DCHR (202) 442-9655

Distribution: Heads of Departments and Agencies, HR Advisors and DPM Subscribers

Retain Until Superseded

4. RESERVE COMPONENTS

The reserve components of the U.S. armed forces include the following:

- a. The Army Reserve;
- b. The Naval Reserve;
- c. The Marine Corps Reserve;
- d. The Air Force Reserve;
- e. The Coast Guard Reserve; and
- f. The Army and the Air National Guards; including the D.C. National Guard.

5. EMPLOYEE ENTITLEMENT TO LEAVE/PAY FOR MILITARY DUTY

TABLE 1 – MILITARY LEAVE:

<p>Section 1 – Active Duty, Inactive-Duty Training, Funeral Honors Duty, Field or Coast Defense Training:</p>
<p>(a) Covered employees are ENTITLED to leave without loss in pay, time, or performance or efficiency rating for active duty, inactive-duty training (as defined in 37 U.S.C. § 101), funeral honors duty (as described in 10 U.S.C. § 12503; and 32 U.S.C. § 115), or engaging in field or coast defense training under 32 U.S.C. §§ 502 – 505 as a Reserve of the armed forces or member of the National Guard.</p> <p>(b) Leave under section 1 (a) of this <i>Table</i> will accrue at the rate of <u>15 days (120 hours) per fiscal year</u> and, to the extent that it is not used in a fiscal year, it will <u>accumulate</u> for use in the succeeding year until it totals <u>15 days</u> at the beginning of a fiscal year.</p> <p>(c) Covered employees who work <u>part-time</u> will accrue military leave on a <u>prorated basis</u>, determined by dividing 40 into the number of hours in the regularly scheduled workweek of that employee during the fiscal year.</p>
<p>Section 2 – Call or Order to Active Duty to Perform Federal Service Providing Military Aid in the Protection or Saving of Life or Property or the Prevention of Injury, or in Support of a Contingency Operation:</p>
<p>(a) Effective November 24, 2003, in addition to the entitlement to military leave under section 1 (a) of this <i>Table</i>, any covered employee who is a member of a reserve component of the U.S. armed forces as described in 10 U.S.C. § 10101, or the National Guard, as described in 32 U.S.C. § 101, who performs the duties as described below (items nos. (1) through (3)), is ENTITLED, during and because of such service, to <u>leave without loss of, or reduction in, pay, leave to which otherwise entitled, credit for time or service, or performance or efficiency rating</u>:</p> <p>(1) Federal service under 10 U.S.C. §§ 331, 332, 333, or 12406, or other provisions of law, as applicable, for the purpose of providing military aid to enforce the law or</p>

TABLE 1 – MILITARY LEAVE (Continued):

<p>for the purpose of providing assistance to civil authorities in the protection or saving of life or property or the prevention of injury; or</p> <p>(2) Full-time military service for his State, the District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States; or</p> <p>(3) Full-time military service as a result of a call or order to active duty in support of a contingency operation as defined in 10 U.S.C. § 101 (a)(13).</p> <p>(b) Leave granted under this section shall not exceed <u>22 workdays in a calendar year</u>. The period of absence <u>may not</u> be charged to sick leave.</p> <p>(c) Upon request of the covered employee, the period for which he or she is absent may be charged to the employee’s accrued annual leave or to compensatory time available to the employee, instead of being charged as leave to which the employee is entitled.</p>

Note: An employee of the District government who is a member of the National Guard of the District of Columbia is entitled to leave without loss in pay or time for each day of a parade or encampment ordered or authorized under Title 49, D.C. Official Code. This is in addition to the maximum described in *Table 1* above.

TABLE 2 – PAY:

<p style="text-align: center;">Section 1 – General Provisions:</p> <p>(a) A covered employee performing active military duty will <u>receive compensation from the armed forces</u> in accordance with the terms and conditions of his or her military enlistment or commission. Except as specified in section 2 of this <i>Table</i>, a covered employee will not <u>receive any compensation from the District government while on active military duty</u>, unless he or she elects to use military leave or annual leave as described in section 1 (a) and (c) of <i>Table 1</i> of this instruction.</p> <p>(b) Upon return, a covered employee who has been absent on military leave pursuant to 10 U.S.C. is entitled to all pay that he or she would have received had he or she worked his or her regularly scheduled tour of duty. This includes any premium pay that would have been part of the regularly scheduled tour of duty.</p> <p>(c) A covered employee who is called for a period of active duty who has already exhausted the maximum period chargeable to military leave in a calendar year may use annual leave, leave without pay or compensatory time as provided in <i>Table 3</i> of this instruction.</p>
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TABLE 2 – PAY (Continued):

Section 2 – Pay Differential:

[Certain District Government Employees Called to Active Duty as a Result of Operation Enduring Freedom, or in Preparation for or as a Result of Operation Iraqi Freedom]:

- (a) Notwithstanding the provisions of section 1 (a) through (c) of this *Table*, and in accordance with the provisions of the Operation Enduring Freedom and Operation Iraqi Freedom Active Duty Pay Differential, effective March 26, 2008 (D.C. Law 17-135; D.C. Official Code § 1-611.03 (a)(7)(A)) (2008 Supp.), employees serving under the following types of appointments are **ENTITLED** to receive a pay differential if called to active duty **as a result of Operation Enduring Freedom (OEF), or in preparation for or as a result of Operation Iraqi Freedom (OIF)**:
 - (1) **Full time permanent;**
 - (2) **Indefinite; or**
 - (3) **Term.**
- (b) **How Payment is Made** – Upon request and approval, an eligible employee will receive an amount of pay that equals the difference in compensation between the employee's District government basic pay reduced by the employee's basic military pay.
- (c) **Duration of the Payment** – the amount of pay differential as described above shall be paid for any period following the formal inception of OEF in 2001, any period following the beginning of the preparation for OIF in 2002 and 2003, or for any other period following the formal inception of OIF in 2003, during which an eligible employee is carried in a non-pay status from the time the employee is called into active duty, until the employee is released from active duty occasioned by any of these military conflicts.

TABLE 3 – OTHER LEAVE:

Absence during the period of active duty that is not chargeable to military leave may be charged to annual leave, leave without pay, compensatory time, or any combination thereof, at the covered employee's option. A covered employee who elects to use annual leave or compensatory time is entitled to receive his or her regular compensation concurrently with pay and allowances for active duty.

TABLE 4 – RESTORATION RIGHTS:

In accordance with the 38 U.S. Code § 4312 (a), a covered employee who performs military duty (including active duty, active duty for training, or inactive duty training), whether voluntary or involuntary, is entitled to be **RESTORED** (reemployed into) to the position he or she would have attained had the employee not entered the uniformed service, provided the employee:

- (a) Provided advance notice of departure to perform military duty, except when prevented by military necessity (see paragraph 6 (b) of this instruction);
- (b) Was released from military duty (service) under honorable conditions; and
- (c) **Served no more than a cumulative total of 5 years.** Exceptions to the 5-year “*limit*” are allowed for training and involuntary active duty extensions, and to complete an initial service obligation of more than 5 years; and
- (d) Applies for restoration within the appropriate time limits. *See* 38 U.S. Code § 4312 (e)(1).

6. PROCEDURES FOR LEAVE FOR ACTIVE MILITARY DUTY

- a. Except as specified in paragraph 6 (b) below, covered employees are required to provide their employing agency with advance notice of military service. The notice may be either written or verbal; and it may be provided by the covered employee, or by an appropriate office of the branch of the military in which he or she will be serving.
- b. No notice is required if:
 - (1) *Military necessity** prevents the giving of notice or;
 - (2) The giving of notice is otherwise impossible or unreasonable.

[*The term “*military necessity*” is defined in federal regulations prescribed by the U.S. Secretary of Defense. These regulations are not subject to court review.

- c. Written notice for leave must be submitted on a *D.C. Standard Form (DCSF) 71, Application for Leave*, and must be accompanied by 2 copies of the military orders requiring the covered employee to report to duty. A copy of the military orders is forwarded to the Office of Pay and Retirement Services (OPRS) within the Office of the Chief Financial Officer, and the other copy is retained with the employing agency’s record of the covered employee’s time and leave.

- d. In the event that a covered employee is prevented from presenting his or her military orders at the time of notice, or in situations described in paragraph 6 (b) above, military orders must be provided as soon as practicable.

7. REPORTING REQUIREMENTS FOR SUBORDINATE AGENCIES

Each agency under the personnel authority of the Mayor (subordinate agencies) is required to transmit to the D.C. Department of Human Resources (DCHR) a copy of each set of military orders received for any covered employee of the subordinate agency who is called to active military duty.

8. RESPONSIBILITIES – D.C. DEPARTMENT OF HUMAN RESOURCES

Appropriate staff within the DCHR shall establish and maintain an electronic *File of Military Orders* for subordinate agencies; and compile and update, as appropriate, a list of all employees called to active military duty in subordinate agencies. The *list* is to include each employee's name, position title, series, grade, and employing agency.

9. BENEFITS FOR EMPLOYEES PLACED IN A LEAVE WITHOUT PAY (LWOP) STATUS FOR ACTIVE MILITARY DUTY

a. Health Benefits

The provisions in this section apply to employees covered by either the Federal Employee's Health Benefits (FEHB) Program, or the D.C. Employee's Health Benefits (DCEHB) Program, who are placed in a *LWOP* status for active military duty for 1 full biweekly pay period or more, or for a portion of a biweekly pay period, such that the pay they receive is insufficient to cover their contribution toward the premium cost of the benefits:

- (1) If a covered employee is called to active military duty for a period of more than 30 days, the employee may have his or her health benefits enrollment continued for up to 24 months effective on the 31st day of active military duty, unless the employee elects to have the enrollment terminated as of the day before entering active military duty.
- (2) An employee who continues his or her enrollment during military service after being placed in a *LWOP* status for military duty is responsible for paying the employee share of the premium during the first 365 (12 months) days of military duty. For the remaining 12 months, the employee is responsible for the full premium (i.e., the employee share plus the government share), plus a 2% administrative fee.
- (3) The employing agency is responsible for providing covered employees called to active military duty with the applicable written notice* explaining that:
 - (a) Health benefits enrollment may continue for up to 24 months;

- (b) The employee will be responsible for the premiums as specified above; and
- (c) If the employee would rather have his or her health benefits enrollment terminated during the period of active military service, the employee must notify the employing agency in writing.

[***Note:** Two (2) versions of the written notice are attached to this instruction. One (1) version of the notice is for employees covered under the FEHB Program; the other is for employees covered under the DCEHB Program.]

- (4) Covered employees will complete the appropriate notice and return to their employing agency.
- (5) Covered employees who have specific questions about their health benefits while on active military duty should contact their agency Human Resources (HR) Advisor, or the Benefits and Retirement Administration within the DCHR, at (202) 442-9655.
- (6) If the covered employee elects to have his or her health benefits enrollment terminated while on active military service, the enrollment must be terminated effective on the day the employee is separated, furloughed, or placed on leave of absence for the purpose of entering active military service. The employee and any family members covered for health benefits are **entitled** to a 31-day temporary extension of coverage, and conversion to a “non-group contract.” If otherwise eligible, employees and family members covered by the FEHB Program may elect the Temporary Continuation of Coverage (TCC) benefit.
- (7) If the covered employee does not return to duty within 12 months, the DCHR should prepare a Notice of Change in Health Benefits Coverage Form (*SF-2810* or *DCSF-1270*) terminating the enrollment effective at the end of the biweekly pay period which includes the 365th day. The employee and covered family members are **entitled** to a 31-day temporary extension of coverage and conversion to a non-group contract. If otherwise eligible, employees and family members covered by the FEHB Program may elect the TCC benefit.
- (8) If eligible for coverage, a covered employee who returns from military duty but is not exercising his or her “restoration rights” must register within 60 days after returning to District government service, the same as a new employee. The employee may register to enroll for “*Self Only*” or for “*Self and Family*” in any option of any plan available. An employee who continued health benefits coverage while on *LWOP* for active military duty who does not wish to make any changes in his or her coverage does not need to complete a new registration form.

- (9) The “enrollment status” of an employee who exercises restoration rights upon returning from military duty should be noted as “*reinstated*” on the Notice of Change in Health Benefits Enrollment Form (*SF 2810* or *DCSF 1270*), effective on the day he or she returns to District government service. The *SF 2810* or *DCSF 1270* reinstating the employee should include the following statement in the *Remarks* section of the form:

“The employee’s health benefits enrollment, which was previously terminated, is being reinstated because of return from active military service.”

- (10) A covered employee who exercises restoration rights upon returning from military duty may change the “reinstated” health benefits enrollment from “*Self Only*” to “*Self and Family*,” or to any option of any plan available, within 60 days after returning to District government service. Also, if the employee was not enrolled when he or she entered military duty, he or she may enroll within 60 days after returning to District government service. The registration becomes effective on the 1st day of the biweekly pay period beginning after the completed Health Benefits Registration Form (*SF 2809* or *DCSF 1269*) is received in the DCHR and which follows a biweekly pay period during any part of which the employee was in a pay status.
- (11) For purposes of eligibility to continue enrollment after retirement, an employee whose enrollment was terminated for active military service is not considered to have had an interruption in enrollment if the employee retired on an immediate annuity without returning to District government service; if the benefit is reinstated when the employee returns to District government service, or if the employee re-enrolls within 60 days after returning to District government service.

b. Life Insurance

The provisions set forth below apply to employees covered by either the Federal Employees’ Group Life Insurance (FEGLI) Program, or the D.C. Employees’ Group Life Insurance (DCEGLI) Program, who are placed in a *LWOP* status for active military duty for 1 full biweekly pay period or more:

- (1) Basic and optional insurance continues without cost to the employee while he or she is in a nonpay status for up to 12 months;
- (2) Coverage expires automatically at the end of 12 months; and
- (3) If, after losing coverage at the end of 12 months in a nonpay status, a covered employee returns to duty in a position eligible for life insurance coverage, the lost coverage is automatically restored at the time he or she enters into duty in a pay status unless a waiver or a declination for optional insurance is filed.

c. Retirement

(1) Civil Service Retirement System (CSRS)

- (a) For retirement purposes under the CSRS, a covered employee who is in a *LWOP* status for active military duty or on military furlough is not considered as “separated” from his or her District government position unless the employee applies for and receives a refund of lump sum retirement contributions, or until the employee has been in a nonpay status while on military duty for 5 years.¹ At the end of that 5-year period, the employee is considered to have been voluntarily separated.
- (b) For retirement purposes under the CSRS, a covered employee who leaves his or her position to go on active military service but fails to return to the position after release from active military duty is considered to have been voluntarily separated as of the date of release from active duty.
- (c) While on leave for active military duty, a covered employee earns creditable service time towards CSRS retirement and is entitled to the retirement rights he or she had upon going on active military service, plus accrual of additional service credit as if he or she had continued in a District government position. If during the period of leave while on active military duty a covered employee becomes eligible to retire (whether voluntary retirement, disability retirement, or voluntary early retirement), he or she may apply for retirement.
- (d) An employee going on active military service who is separated because the period of leave exceeds 5 years, or because the employee chooses to resign, may receive a refund of lump-sum credit, or may choose to defer retirement. However, receiving a refund makes a separation from District government service “*absolute*” for CSRS retirement purposes, thereby depriving the person and his or her survivors of retirement coverage unless and until he or she returns to duty following active military service.

(2) Defined Contribution Pension Plan – Employees First Hired by the District Government after September 30, 1987

- (a) An employee covered under the Defined Contribution Pension Plan (Plan) who enters into a *LWOP* status for active military duty will earn creditable service for the period of *LWOP* while on active military duty. The creditable service is applied towards both the 1-year waiting period before an employee becomes a participant in the pension plan and towards the 5-year period for vesting in the pension plan.

¹ As stated in *Table 4*, the “*time limit*” to return to civilian duty may be extended beyond 5 years under certain circumstances. Thus, any time the phrases “5 years” or “*5-year period*” are mentioned in this instruction, they refer to either a period of exactly 5 years, or a longer period, as applicable.

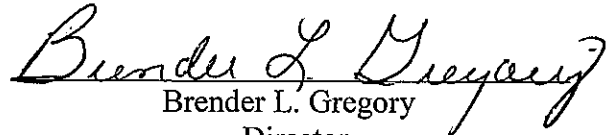
- (b) If an employee is on *LWOP* for active military duty for more than 5 years, he or she is considered to have “separated voluntarily” on the last day of the 5-year period. Additionally, if the employee is separated from active duty before 5 years pass but does not return to his or her District government position within 3 workdays, he or she is considered to have separated voluntarily.
- (c) An employee with less than 1 year of creditable service who has a break in service in excess of 3 workdays who is subsequently reemployed by the District government must begin a new 1-year waiting period.
- (d) A covered employee who has met the 1-year eligibility requirement and has separated but who returns to District government employment in a position subject to the Plan within 1 year of the date of separation is entitled to resume participation in the Plan without a loss of prior creditable service or forfeiture of any contributions and income allocated to his or her account.
- (e) A covered employee who is reemployed by the District government after a separation from service in excess of 1 year must satisfy a new 1-year waiting period to become a participant in the Plan and the 5-year vesting requirement.
- (f) **In accordance with section 4318 (b)(1) of the USERRA, employers that offer defined contribution pension plans (such as the District government’s Plan) are liable (responsible) for making retroactive contributions to the defined contribution plan for employees who are called to active military duty.**
- (g) A covered employee who has completed the 1-year waiting period and has become a participant in the Plan who dies or becomes disabled, or the covered employee’s beneficiaries in the case of death, vests immediately after death or after becoming disabled in any contributions and income in his or her account.

(3) Police and Firefighters’ Retirement Program

An employee subject to the Police and Firefighters’ Retirement Program who is on *LWOP* for active military duty, or for military furlough, is not considered as separated from his or her position unless he or she applies for and receives his or her retirement contributions, or unless the period of unpaid absence for military duty exceeds 5 years.

10. EMPLOYEE STATUS WHILE ON ACTIVE MILITARY DUTY

As applicable, the entire period of active military duty is creditable for employee rights and benefits concerning periodic step increases or merit-based salary increases (for employees paid from open range salary schedules, as applicable), career tenure, completion of a probationary period, time-in-grade requirements, and annual leave rate accrual that the employee would have attained if he or she had not been called to active military duty.


Brender L. Gregory
Director

Attachments:

- Federal Employees' Health Benefits (FEHB) Program: Notice – Employee Health Benefits while on Military Duty
- D.C. Employees' Health Benefits (DCEHB) Program: Notice – Employee Health Benefits while on Military Duty

FEDERAL EMPLOYEES' HEALTH BENEFITS (FEHB) PROGRAM

NOTICE – Employee Health Benefits while on Military Duty

Name of Employee: _____ Date: _____

As an employee placed in a non-pay status while on military duty, you may **keep your Federal Employees' Health Benefits (FEHB) coverage for up to 24* months.** During the **first 365 days** (12 months) of military duty, you will be responsible for paying the “regular” employee amount of the premium; you can either pay the premiums on a current basis, or you can incur a **debt** to the government and repay it when you return to active District government service. During the **remaining 12 months** you will be responsible for the full premium (employee share, plus the government share), **plus a 2% administrative fee**; these premiums must be paid on a monthly basis.

If you wish to **pay the premiums before returning to work**, you should talk with or write to the **Benefits and Retirement Administration within the D.C. Department of Human Resources (DCHR)**, for detailed information on how to make the payments. If you do not settle the amount due before returning to work, recovery will be made from your salary. 5 U.S.C. § 8906(d) states that an employee is deemed to have consented to withholdings from his or her salary to cover past-due premiums for coverage which continued during certain biweekly pay periods for which there were no withholding of premiums. When you return to duty or separate from District service, whichever is earlier, you will be advised of the total amount to be recovered and, before any action is taken, you will be given the opportunity to recommend a reasonable withholding from your salary, based on your individual circumstances. If the amount owed cannot be withheld in full from your salary, it will be recovered from other sources generally available for the recovery of any indebtedness due the District government, **including lump sum payments of accrued leave.**

FEHB coverage terminates at the end of 24 months. Employees get a **free 31-day extension of coverage during which they can covert to a nongroup policy.** (These employees are not eligible for Temporary Continuation of Coverage (TCC)). If an employee does not want to continue the FEHB coverage while he/she is in a nonpay status, the employee can elect in writing to have the FEHB coverage terminated. (The employee still gets the free 31-day extension and the right to convert).

A **cancellation** is generally effective at the end of the biweekly pay period after the biweekly pay period in which it is received in the employing agency. **There is no 31-day extension of coverage or right to convert to a nongroup contract with your plan following a cancellation.** Please note that if you cancel your health benefits, you will not be automatically allowed to re-acquire health benefits upon your return to a pay status. Most employees must wait for the “Open Season” to re-enroll, but there are other circumstances listed in the booklet “FEHB Enrollment Information and Plan Comparison Chart” which may allow you to re-enroll following a cancellation. Also, before canceling, you should be aware of the requirements for

[*Note: The health insurance coverage was extended from 18 to 24 months for service members activated for duty on or after December 10, 2004 under the USERRA.]

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NOTICE – Employee Health Benefits while on Military Duty (FEHB) – Continued:

continuing health benefits group coverage during retirement or receipt of disability compensation benefits. Generally, an employee must have been enrolled (or covered as a family member in a FEHB plan) for the 5 years of service immediately preceding retirement, or for all periods during which eligible to be enrolled, if less than 5 years, in order to continue the group coverage into retirement.

When an employee who has been on military duty returns to District government service, he or she can **enroll in an FEHB plan within 60 days of the date of return** (as long as the position is not excluded from coverage).

Please check the appropriate space(s) below, sign to acknowledge receipt of this *Notice*, and **return the signed Notice to your agency HR Advisor, or to the Benefits and Retirement Administration within the DCHR.** (If this *Notice* was mailed to you, a return envelope is enclosed for your use):

- I do not want to cancel my health benefits.
- I want more information about canceling my health benefits.
- I want to cancel my health benefits effective as soon as possible.

I understand that I must pay the premiums for my health benefits coverage which continues during nonpay status (or during biweekly pay periods when my salary is insufficient to cover the required premium), and that if I do not settle before returning to work, the amount due will be recovered from my salary or any other monies owed me by the District government.

Employee's Signature

Date

TO BE COMPLETED BY EMPLOYING AGENCY:

Employing Agency: _____

Enrollment Code: _____

Date *LWOP* Began: _____

Employee ID Number: _____

D.C. EMPLOYEES' HEALTH BENEFITS (DCEHB) PROGRAM

NOTICE – Employee Health Benefits while on Military Duty

Name of Employee: _____ Date: _____

For the purposes of health benefits while on military duty, the D.C. Employees' Health Benefits (DCEHB) Program, which is applicable to employees first hired by the District government on or after **October 1, 1987**, currently follows the same procedures as the Federal Employees' Health Benefits (FEHB) Program. **These procedures allow an employee called to active military service to continue participation in the health benefits program for up to 24* months while in a non-pay status.**

There is no charge for withholdings from salary. However, if you are in non-pay status for an entire biweekly pay period or if your salary on a biweekly pay period does not cover the full employee share, you will be required to make the payment due. **If you wish to pay the premiums before returning to work, you should talk with or write to the Benefits and Retirement Administration within the D.C. Department of Human Resources (DCHR),** for detailed information on how to make payments. If you do not settle the amount due before returning to work, recovery will be made from your salary. An employee is deemed to have consented to withholdings from his or her salary to cover past due premiums for coverage which continued during certain biweekly pay periods which there was no withholding of premiums. When you return to duty or separate from District service, whichever is earlier, you will be advised of the total amount to be recovered and, before any action is taken, you will be given the opportunity to recommend a reasonable withholding from your salary, based on your individual circumstances. If the amount owed cannot be withheld in full from your salary it will be recovered from other sources generally available for the recovery of any indebtedness due the District government, **including lump sum payments of accrued leave.**

During the first **365 days** (12 months) in a non-pay status while on military duty you are enrolled in health benefits, and are responsible for payment of the **employee share**. During the remaining 12 months, you will be responsible for the full premium (employee share, plus the government share), **plus a 2% administrative fee**; these premiums must be paid on a monthly basis.

If you do not want this coverage, you may voluntarily **cancel** your health benefits enrollment. A **cancellation** is generally effective at the end of the pay period after the pay period in which it is received in the employing agency. **There is no 31-day extension of coverage or right to convert to a non-group contract with your plan following a cancellation.** Please note that if you cancel health benefits, you will not be automatically allowed to re-acquire health benefits upon your return to a pay status. Most employees must wait for the "Open Season" to re-enroll, but there are other circumstances listed on the back of the *DCSF 1269, Health Benefits Registration Form*, or in the booklet "*DCEHB Enrollment Information and Plan Comparison Chart*" which may allow you to re-enroll following a cancellation. Also, before canceling, you should be aware of the requirements for continuing health benefits group coverage during retirement or receipt of disability compensation benefits. Generally, an employee must have

[*Note: The health insurance coverage was extended from 18 to 24 months for service members activated for duty on or after December 10, 2004 under the USERRA.]

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(12/08)

NOTICE – Employee Health Benefits while on Military Duty (DCHEB) – Continued:

been enrolled (or covered as a family member in a DCEHB plan) for the 5 years of service immediately preceding retirement, or for all periods during which eligible to be enrolled, if less than 5 years, in order to continue the group coverage into retirement.

Please check the appropriate space(s) below, sign to acknowledge receipt of this *Notice*, and **return the signed *Notice* to your HR Advisor, or to the Benefits and Retirement Administration within the DCHR.** (If this *Notice* was mailed to you, a return envelope is enclosed for your use):

- I do not want to cancel my health benefits.
- I want more information about canceling my health benefits.
- I want to cancel my health benefits effective as soon as possible.

I understand that I must pay the premiums for my health benefits coverage which continues during nonpay status (or during biweekly pay periods when my salary is insufficient to cover the required premium), and that if I do not settle before returning to work, the amount due will be recovered from my salary or any other monies owed me by the District government.

Employee's Signature

Date

TO BE COMPLETED BY EMPLOYING AGENCY:

Employing Agency: _____

Enrollment Code: _____

Date *LWOP* Began: _____

Employee ID Number: _____