

# HQ United States Army Europe

## G1, Civilian Personnel Directorate (CPD)

8 December 2011

Change 3, dated 26 February 2013

### Civilian Human Resources Relocation Guidance and Business Rules

This document provides civilian human resources guidance for employees, supervisors, and managers of Department of the Army Civilian (DAC) and Local National (LN) employees affected by the Headquarters, United States Army Europe (HQ USAREUR) relocation.

This document is posted to the CPD website as a living document designed to evolve as necessary. **Information on changes that have been incorporated into this document is found on page 51, the last 3 pages of this document.**

This document is a guide and in no way supersedes any laws, regulations, or directives. As always, employees, supervisors, and managers should consult with their servicing Civilian Personnel Advisory Center (CPAC) on individual civilian personnel matters.

While most of the relocations will occur from Heidelberg to Wiesbaden, Germany, this guidance also applies to HQ USAREUR relocations to other Permanent Duty Stations (PDS) as a result of the Command's relocation.

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## **Part 1 - Department of Army Civilians (DACs)**

### **Section 1 - Guidance for Managers**

#### **A. Overseas Tour Management**

- 1) Supervisors should closely monitor their employee's tour status (e.g., initial tour, tour extensions) and the employee's date eligible for return from overseas (DEROS) to determine the status of the employee's tour prior to the relocation. This information will be entered into the USAREUR Manning Database for tracking purposes along with other pertinent demographic employee information.
- 2) The authority to approve tour extensions for up to 5 years is delegated to general officers, senior executive service personnel, commanders of USAREUR major subordinate and specialized commands (AE Regulation 10-5, app A), HQ USAREUR staff principals and their equivalents, and assistant staff principals. This authority may not be re-delegated. Tour decisions will be made in accordance with the Army in Europe Supplement 1 to AR 690-300.301, Overseas Employment.
- 3) Supervisors may recommend (to the approving authority) short term extensions, granted for compassionate or personal reasons. These extensions normally should not exceed 6 months. Short term extensions may be appropriate in such cases as to allow children to complete the school year or to allow the employee to retire, if the employee is eligible for retirement within 6 months to 1 year at the time of the tour extension.
- 4) Some situations may warrant extending an employee's tour beyond the 5-year limit. These extensions are designed to provide management flexibility to meet defined mission requirements that cannot otherwise be met and must be in the best interest of the command. Supervisors should also be mindful that if an overseas tour extension is approved beyond 5 years, an employee who has return rights to a CONUS position will forfeit these rights unless the stateside activity agrees to extend the return rights for the duration of the remaining overseas employment period.
- 5) The authority to extend an employee's overseas tour beyond five years rests only with general officers (GO), senior executive service (SES) personnel, commanders of USAREUR major subordinate and specialized command, and HQ USAREUR staff principals and their equivalents. This authority may not be re-delegated.
- 6) Tours will not be "automatically" extended based on the relocation.

#### **B. Transportation Agreements**

- 1) Consistent with Federal travel regulations, all employees who PCS to their new PDS will sign a transportation agreement, which obligates the employee to remain in government service for 12 months or risk incurring the cost of the move.
- 2) For those employees with a DEROS within 12 months from the effective date of the PCS move, short-term administrative extensions may be granted to synchronize rotation and transportation agreements. (Exceptions are those employees currently registered in the Priority

Placement Program. Refer to Part 1, Section 1, Part G for additional guidance). Management will consult with their servicing Civilian Personnel Advisory Center (CPAC).

## **C. Tour Curtailments**

1) Management may consider curtailing an employee's tour when the employee's DEROS is near the effective date of the organization's move to the new Permanent Duty Station (PDS) or within 12 months after the move date to avoid the potential of multiple PCS moves. When a decision is made to curtail an employee's tour, the management official will inform the employee in writing of the reason for the curtailment. Supervisors should advise their employees to contact the CPAC for guidance on available options, such as registration in the Priority Placement Program (PPP). As is always the case, maximum notification should be given to employees whose tours will be curtailed or not extended. Employees and supervisors need to be aware that unless an employee has return rights to a position in CONUS, placement opportunities through the DoD PPP are very limited.

2) Employees who are not interested in relocating to their new PDS may request a tour curtailment. The employee should discuss this with his/her immediate supervisor and then submit a written request, which includes the reasons for the request. If the employee has been in the overseas theater for less than one year, he/she needs to also request a release from his/her transportation agreement. As stated above, unless an employee has return rights to CONUS, placement opportunities through the DoD PPP are very limited.

3) Supervisors shall review tour curtailment requests to determine whether or not they will be acceptable to the Command and forward the requests they recommend for approval to the appropriate approval official. All decisions are made in accordance with DoD Joint Travel Regulations (JTR II), chapter 5, permanent duty travel, part L, service agreements.

4) The authority to curtail an employee's overseas tour rests only with general officers (GO), senior executive service (SES) personnel, commanders of USAREUR major subordinate and specialized commands, and HQ USAREUR staff principals and their equivalents, and assistant staff principles. This authority may not be re-delegated.

## **D. Recruitment**

1) Supervisors are responsible for managing the recruitment of vacant positions during the relocation period to ensure continued mission success, employee satisfaction, and avoidance of unnecessary PCS moves and associated costs.

2) USAREUR has a requirement for all vacancy announcements to contain the following statement: "Initially located in Heidelberg, Germany, this position will relocate with Headquarters, US Army, Europe (USAREUR) to (new PDS) as a result of the USAREUR relocation. If selected for this position, you will be required to move from Heidelberg to (new PDS) as a condition of your employment." This statement will ensure that selectees understand that the position is relocating and that they will be directed to move with the position.

3) When the date of the move is within a year, supervisors will need to determine whether a new employee should report directly to the new PDS or to Heidelberg and later move to the new PDS. This decision will be based on many factors such as mission requirements, availability of work space/infrastructure, employee family-related issues and PCS rules. Civilian employees will not

be assigned to Heidelberg within six months of their organization's move to the new PDS without DCG approval.

4) The JTR, Volume 2, C5005, Part C, PCS travel eligibility, generally limits the number of PCS moves during any 12 month period to one move. Certain moves, including an agency directed action such as the USAREUR relocation, are exempt from this limit. However, care should be taken to avoid more than one move, when possible, because of the associated costs and personal difficulty of moving a household more than once in a 12 month period.

5) Supervisors may consider some bridging strategies and temporary personnel actions for short periods where it appears impractical to have a new employee enter on duty given an impending move date. These actions could include "details" or "temporary promotions".

a. A detail is the temporary assignment of an employee to a different position for a specified time. The employee maintains the same status and pay. An employee may be detailed to a higher graded position without competition for up to 120 days.

b. A temporary promotion is the temporary assignment of an employee to a higher graded position for a specified period of time. Generally, employees must compete (through a vacancy announcement) for temporary promotions that exceed 120 days.

c. Supervisors may also consider requesting short delays in establishing employee entrance on duty dates (EODs), in order to coincide with the date of the organization's move. This option must be coordinated with the CPAC.

## **E. Recruitment, Relocation and Retention Incentives**

1) Recruitment, Relocation and Retention Incentives are tools that assist in recruiting and retaining quality candidates. The Command does not envision a need to offer these incentives at this time. However, if recruitment becomes especially difficult during the relocation, they may be considered.

2) Recruitment and Relocation Bonuses are incentives of up to 25% of annual base salary that may be paid to a new employee (recruitment bonus) or an existing employee who must relocate (relocation bonus) when it would be difficult to fill the position without the use of an incentive.

3) Retention bonuses are also incentives of up to 25% of annual base salary, but may be paid only when the agency determines that the employee possesses unique qualifications that make it necessary to retain the employee and the employee is likely to leave the federal government without the incentive.

4) All incentives are funded out of the organization's existing civilian pay funds.

5) Approving authorities are the first GO or SES member in the chain of command.

6) The HQ USAREUR Chief of Staff will act as approval authority for organizations not having a GO or SES member in their chain of command.

## **F. Management Directed Reassignments (MDR)**

1) Management will issue MDR notices to all of their employees with few exceptions that are discussed in more detail in this document. A manager may delay issuing a notice if the employee is exercising their return rights back to CONUS or if the employee's DEROS is close and it is likely that the employee will be placed in CONUS through PPP. MDR notices may be delayed or not issued to employees on temporary appointments that will expire at or near the date of the move. These cases should be decided individually based upon the period of the temporary appointment.

2) Organizations will provide MDR notices, along with the Request for Orders (RFO) template, located at Appendix E, to employees as soon as the effective date of the employee's move is known or no later than 120 calendar days in advance of the relocation. Providing adequate advance notice is important to allow employees ample time to receive travel orders, give current landlords appropriate notice and find a new residence. That timeframe may be adjusted in unique cases based upon mission requirements.

3) Generally, MDR effective dates, once established, should not be changed except for mission related reasons. The MDR date determines the actual reassignment effective date and is the determining factor for entitlements. Once the MDR is issued, an amendment is required to change the date. An employee's MDR, orders and reassignment Request for Personnel Action (RPA) must all reflect the same effective date.

4) Once an employee has accepted the MDR, the employee is expected to report to the new duty station on the effective date.

5) An employee will only receive one MDR notice. Therefore, an employee's decision to decline an MDR should be considered very carefully since declining the MDR is irrevocable.

### **6) MDR Process Steps:**

a. Prepare MDR notices using the USAREUR templates found at Appendix C and on USAREUR, G1, CPD's website. The Special Bulletins, found at Appendix D and on CPD's website, provide additional guidance. Staff sections should notify the CPAC that MDR notices are being issued and the number that are planned so that they can prepare for the associated workload.

b. The authority to sign MDR notices is at the HQ USAREUR Primary Staff Principal level and at the HQ USAREUR Chief of Staff level for the special staff offices.

c. Supervisors are responsible for personally delivering MDR notices to their employees. If that is not possible, supervisors should consult with their CPAC on an appropriate delivery method to ensure timely receipt of the notice.

d. Upon receipt of the MDR notice, employees must sign acknowledging receipt of the notice. Organizations must maintain copies of these acknowledgements as a record of the timely delivery of the notice.

e. Employees will be required to provide a written response, with an acceptance or declination, to their supervisors within 5 business days of receipt of the MDR.

f. Supervisors will consult with the servicing CPAC advisor immediately upon receipt of an employee's declination as it can result in an involuntary separation from Federal service. The CPAC will assist the supervisor to ensure all legal and regulatory requirements are met. See Section 2A for further guidance.

## **G. DoD Priority Placement Program (PPP)**

1) The PPP is the civilian career transition assistance program. When employees are faced with downsizing, reorganization or have completed an overseas tour, they may be eligible to register in the program and receive hiring preference for other DoD job vacancies. The following guidance applies to employees who have (1) completed their overseas tour, (2) are registered in PPP, and (3) have not accepted a PPP offer at the time that their organization is scheduled to move:

2) MDR notices may be issued to employees already registered in the PPP, if the Staff Principal determines it necessary for these employees to relocate with the organization. This decision should be based on mission requirements, workspace/infrastructure availability, and the probability of the employee's placement through the PPP. Alternatively, the Staff Principal may decide not to issue MDR notices to these employees. Employees not issued MDR notices will remain working in the Heidelberg area until they are either placed through PPP or the organization can no longer support them in the Heidelberg area. If an employee does not receive a valid job offer through the PPP they will be issued an MDR notice at least 120 calendar days prior to the closure of the Heidelberg worksite.

3) The Staff Principal may issue MDR notices earlier for compassionate reasons (e.g., schools or other necessary services are no longer available in the Heidelberg community), if the mission allows.

4) If the MDR is accepted by the employee, the supervisor may recommend and the appropriate approving official may grant a tour extension (of one or two years) and remove the employee from the PPP. This option will avoid the potential costs associated with funding two PCS moves in one year. However, if the supervisor does not wish to recommend a tour extension, the employee may remain non-extended and continue registration in the PPP at the new location. These decisions should be made by supervisors/managers on a case-by-case basis and in consultation with the servicing CPAC.

## **H. Civilian Employees on Active Duty with the Armed Forces**

1) An employing organization is responsible for restoring employees currently on active duty with the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA – 38 U.S. Code chapter 43 and 5CFR Part 353) to the position they left (or to a position of like seniority, status, and pay) when the individual is ready to return to work. This means that the employee must be placed into a position in which he or she would have been employed if their period of employment had not been interrupted by military service.

- 2) At the same time other employees in the organization are issued a MDR notice, management will notify the employee (on active duty) advising them of the relocation, the effective date, and contact information at the new duty station. At the time the employee informs management of their intent to return to duty, management will issue a formal MDR notice (with a RFO form) while the employee is still on active military duty, if possible. It is important to involve the CPAC early to ensure a smooth transition of the employee's return to duty to the new PDS. The CPAC will also coordinate with the appropriate officials within the organization to process applicable administrative tour extensions in accordance with AE Supplement 1 to AR 690-300.301. If possible, details of the effective date, PCS entitlements, (if applicable) and all other information should be worked out prior to the employee's return to duty. Keeping an open line of communication will ensure a smooth transition back to work for the employee.
- 3) The period of time an employee has to apply for reemployment or report back to work after military service is based on the length of time spent on military duty.
  - a. For service which lasted for less than 31 days, an employee must return at the beginning of the next regularly scheduled work period on the first full day after release from service.
  - b. For service beyond 30 days but less than 181 days, the employee must advise his or her employing organization of intent to return to duty or exercise reemployment rights (if applicable) within 14 days of release from active military service.
  - c. For service of more than 180 days, an employee must notify his or her employing organization within 90 days of release from active military service.

## **I. Granting Excused Absence**

- 1) Employees are expected to conduct PCS related business outside of their normal duty hours whenever possible. However, supervisors should keep in mind that in an overseas environment, military support facilities and offices may have limited operating hours, which makes it difficult to schedule appointments outside normal duty hours. Supervisors maintain the discretion to disapprove/delay requested excused absences based on mission requirements.
- 2) Civilian employees are authorized time to conduct activities required for relocation, such as in/out-processing, packing and receipt of household goods, inspection and registration of privately owned vehicles, clearing housing, etc. Time away from the workplace for PCS related activities should be split between excused absence and duty time for timekeeping purposes.
  - a. Excused absence should be granted for inspection and registration of privately owned vehicles, in/outprocessing, opening and closing bank accounts and/or obtaining a driver's license and license plates, if applicable.
  - b. Time away from the workplace to complete PCS requirements should be documented as "duty time" on an employee's timecard instead of "excused absence". Supervisors should grant duty time away from the workplace to meet Government housing authority requirements and to be present for packing and receiving household goods (time should not be granted for personal unpacking of HHGs). Generally up to 24 hours (3 work days) should be granted at both the losing and gaining installation (i.e., up to 6 days total).

- 3) Employees should make every attempt to schedule appointments to see potential new homes outside of the work day. However, those employees authorized a PCS move will be granted up to 5 days to look for a new residence. Requests for exceptions beyond five days must be approved by the Staff Deputy. There are no provisions in the JTR II to authorize house hunting trips in OCONUS. Therefore, reimbursement for mileage to look for a new residence is not authorized.
- 4) Employees who are assigned as a sponsor will be granted one day of excused "duty time" absence to orient themselves to the Wiesbaden Military Community.

## **J. Travel Time During the Duty Day**

- 1) On the effective date of the employee's reassignment to Wiesbaden, travel time to and from Wiesbaden will not be considered as part of the employee's work day. Employees are expected to report for work at their regularly scheduled time.
- 2) New in-bound personnel that are assigned to Wiesbaden (or another duty location) and are required to commute back and forth to Heidelberg to work on a temporary basis will be entitled to travel compensatory (comp) time for the time spent traveling back and forth to Heidelberg. Similarly, employees who are expected to commute to the new duty station prior to the official effective date of their organizations move will also be entitled to travel comp time. Not all of the travel time is creditable. Federal comp time rules require that the time the employee would normally have spent commuting to and from the local duty location be deducted from the travel time.
- 3) Earned travel comp time must be used by the end of the 26<sup>th</sup> pay period after it is earned or the employee forfeits the time except under very limited circumstances (separation or LWOP to perform military service or in connection with a on-the-job injury entitlement.)
- 4) Managers should exercise caution in requiring employees to regularly report for duty at a duty station other than their official duty station as comp time for travel hours could accumulate very quickly.

## **K. Workers Compensation**

- 1) Employees moving with the Command will be facing stressful situations associated with relocation. Packing the office for the move, shifting items around, cleaning and setting up operations can be stressful. Long driving distances, crowded highways, driving in the dark and in bad weather, may have an impact on employee health and welfare. Before the move, supervisors should discuss safety matters with their employees regarding on and off-duty safety to promote awareness of possible safety hazards and tips for avoiding them.
- 2) Supervisors are responsible for providing a safe worksite and for ensuring all employees receive appropriate training on safe work practices. Civilian employees should **not** be expected to assist with the physical movement of furniture, heavy appliances, desks or work stations.
  - a. Moving an office brings new hazards that are not part of the normal work environment. Even though the move is carried out by contractors, care is still required to avoid tripping over and/or bumping into heavy items.

- b. Managers should take extra precautions if employees who are used to sedentary office work attempt to move heavy items and equipment. This poses a risk of employees injuring themselves.
  - c. Be aware of the disarray of moving an office, hallways and heavy traffic areas may be blocked when moving items around, causing tripping hazards.
  - d. Maintain awareness of dust hazards surrounding your employees as they are a source of respiratory and skin irritants.
  - e. When handling cleaning products employees should read all labels carefully and the use of gloves is recommended. Caution should be taken when mixing chemicals and should be done according to label instructions. For example, mixing common chemicals such as bleach and ammonia can create a hazardous gas.
  - f. When setting up new offices, employees must be careful when moving items. Windows should be opened to dissipate the smell of new furniture or carpets. Ensure the new work area is ergonomically designed to prevent the possibility of repetitive motion injuries.
- 3) U.S. appropriated fund (APF) employees are protected under the Federal Employees' Compensation Act (FECA) for injuries and illnesses that are work related.
- a. Procedures and steps to be taken by the employee and supervisor in case of a work related injury are described in the following references:
    - i. AE Misc Pub 690-2A, Injuries on the Job, AF, A Guide for Employees [https://aepubs.army.mil/pdfpubs/AE\\_MISC\\_PUB\\_690-2A\\_1002602!.pdf](https://aepubs.army.mil/pdfpubs/AE_MISC_PUB_690-2A_1002602!.pdf)
    - ii. AE Misc Pub 690-2C, Injuries on the Job, AF, A Guide for Managers at [https://aepubs.army.mil/pdfpubs/AE\\_MISC\\_PUB\\_690-2C\\_1002603!.pdf](https://aepubs.army.mil/pdfpubs/AE_MISC_PUB_690-2C_1002603!.pdf)
  - b. The employee should report an on the job injury, even if minor, to the supervisor as soon as possible or within 30 days to protect the employee's ability to make a compensation claim.
  - c. The employee and supervisor must complete form CA-1 Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation online at [http://www.cpms.osd.mil/icuc/icuc\\_index.aspx](http://www.cpms.osd.mil/icuc/icuc_index.aspx)
  - d. Contact the CPAC for assistance and guidance.

## **Section 2 Employees Accepting a Management Directed Reassignment**

### **A. Steps for Implementing a MDR:**

- 1) Provide the employee with a copy of the Special Relocation Bulletin #2, "I accepted my MDR, now what?" located at Appendix D.
- 2) Using the USAREUR template for a Request for Travel Orders (RFO) at Appendix E, ensure the employee immediately initiates a RFO, if applicable. Staff Deputies will review and approve the RFOs IAW the JTR, Volume 2. To ensure timely processing of PCS orders, organizations must complete RFOs, to include the fund certification, in a timely manner so that employees can submit to the servicing CPAC **not later than 10 days after receipt of the MDR notice**.
- 3) When employees exercise their entitlement to a PCS move, they are required to sign a new Service Agreement for a 12-month period. This information will be contained in the MDR notice.
- 4) Employees must complete a DA586 Exceptional Family Member Program (EFMP) information sheet, if they have not already submitted a form to the new PDS.
- 5) To ensure timely processing, organizations will submit a Request for Personnel Action (RPA) and a signed copy of the employees MDR notice to the Heidelberg CPAC at least 60 days prior to the effective date of the reassignment.

*\*Note: In lieu of RPAs, organizations may submit realignment templates to CHRA-E for groups of employees. A separate template will be necessary for each group of employees when the effective dates are different.*

- 6) Complete Temporary Quarters Subsistence Allowance (TQSA) worksheets.
- 7) Ensure employees out-process in accordance with AE Regulation 612-1.

### **B. Exceptional Family Member Program (EFMP)**

- 1) When employees receive their MDR, they must complete a new DA Form 5863, Exceptional Family Member Program information sheet regardless of whether they have a Family Member with special needs or not.
- 2) DA form 5863, Exceptional Family Member (EFMP) information sheet can be found at the following website: <http://armypubs.army.mil/eforms/pdf/A5863.PDF>

### **C. Permanent Change of Station (PCS) Orders**

Official PCS orders facilitate the shipment of household goods (HHG's), the temporary storage of household goods when in transit (if needed), mileage for initial travel, if traveling by POV, to the new permanent duty station, and Miscellaneous Expense Allowance. Employees from the same household who are eligible for separate PCS authorizations should consult their local CPAC for guidance on entitlements.

a. Travel and transportation on PCS orders must be completed within 1 year of the effective date of transfer or appointment to the new duty station.

b. PCS orders will be issued by the losing CPAC (for most employees this will be the Heidelberg CPAC).

## **D. Temporary Quarters Subsistence Allowance (TQSA)**

Employees who are eligible for LQA may request TQSA.

1) TQSA is an allowance designed to assist in covering the average cost of adequate accommodations in a hotel, pension, or other transient-type quarters at the post of assignment, plus reasonable meal and laundry expenses after first arrival at a new post of assignment and immediately preceding final departure from the post following necessary vacating of residence quarters. Eligibility for TQSA is dependent upon an employee's eligibility for Living Quarters Allowance; there is no exception.

2) The relocation to Wiesbaden is an intra-theater move and as such, the Command expects door to door moves, therefore, TQSA will be granted for up to 7 days. This includes pre-departure TQSA at the losing duty station and upon initial arrival at the new duty station. Supervisors will provide employees as much advance notice as possible, generally at least 120 days, of the MDR. Early notification is intended to facilitate the door to door moves. Despite good faith efforts, some employees may not be able to secure housing by the effective date of the move. In those cases, extensions beyond 7 days may be requested. Approval authority for TQSA extensions rests with the Staff Deputies, in consultation with the G8. DCG approval is required for extensions beyond 30 days.

3) The 7 day limitation does not apply to new civilian hires from CONUS or another assignment outside of the command. Those employees may receive TQSA for up to 90 days.

## **E. Advance Pay**

1) Employees who are relocating and eligible for LQA may be eligible for advance pay for up to a maximum of 3 months' salary (6 pay periods). The amount advanced is interest free and must be repaid within 26 pay periods. Requests may be submitted 3 weeks prior to and up to 60 days after the effective date of reassignment.

## **F. Miscellaneous Expense Allowance (MEA)**

1) Employees who relocate using PCS orders are eligible to claim Miscellaneous Expense Allowance on their travel voucher.

2) Flat rate amounts, without family, are \$650 or the equivalent of one weeks' pay, whichever is the lesser amount; or, with family, \$1300 or the equivalent of two weeks' pay, whichever is the lesser amount.

3) With receipts: Without family, actual itemized expenditures not to exceed one week's salary for the employee or one week's salary for a GS-13 step 10, whichever is the lesser amount. With

family, an amount based on actual allowable itemized expenditures not to exceed two weeks' salary for the employee or two weeks' salary for a GS-13 step 10, whichever is the lesser amount.

## **G. Shipment of Household Goods**

- 1) The Joint Travel Regulation (JTR) Volume II, C5154-B, authorizes 18,000 lbs of net weight household goods that may be shipped and/or stored.
- 2) Employees married to a uniformed service member may retain HHG's transportation and storage allowances even though the spouse may also have a PCS authorization.
- 3) The JTR authorizes an eligible employee who is married to another civilian employee with separate PCS authorization to combine their authorized HHG shipment up to 36,000 lbs.

## **H. Monetary Allowance in Lieu of Transportation (MALT)**

- 1) The Joint Travel Regulation (JTR) Volume II, C2159, in connection with C5050, authorizes a rate per mile during official PCS travel for eligible employees and their dependents.
- 2) The MALT rate is \$.165/mile, applicable to DoD employees and their respective dependents.
- 3) The amount authorized for MALT during official PCS travel is determined by the official distance between the old and new PDS.

## **I. Living Quarters Allowance**

- 1) Employees who accept a MDR to Wiesbaden:
  - a. Employees, who are currently eligible for and receive LQA, will be eligible for LQA in Wiesbaden. The LQA rate will be adjusted to the applicable rate of Wiesbaden on the effective date of their reassignment. The LQA rate in Wiesbaden is higher than the rate in Heidelberg and may be adjusted to a higher rate based on the employee's projected expenses.
  - b. Rental agent fees and other fees associated with the move of the household may be reimbursed up to a certain limit, in accordance with the provisions of the Joint Travel Regulation II, Chapter 5, Part G, paragraph C5310. The claim would be filed as a Miscellaneous Expense Allowance, which is discussed in Section F. An employee without a family may be eligible to claim actual itemized expenses for up to one week's salary for the employee or the rate of a GS-13, step 10 (whichever is the lesser amount). An employee with a family may be eligible to claim up to two weeks salary or the rate of a GS-13, step 10 (whichever is the lesser amount).
  - c. If the employee decides not to relocate to the new post of assignment, or in its general vicinity, their LQA rate may still be adjusted to that of the new duty station, if the employee's housing expenses exceeds the Heidelberg LQA rate. For further information, consult your CPAC.
- 2) As a result of the MDR, USAREUR Primary Staff Principals may request LQA for employees, GS-9 and above, who are not currently receiving LQA. All such requests must be approved by USAREUR, G1-CPD. Approval of LQA under MDR would be effective upon the

employee's official move to a new residence that is closer to the new duty station than it is to the old duty station (e.g., the greater Wiesbaden or Kaiserslautern area). Approval of LQA under MDR shall be withdrawn if the employee does not relocate or if it is determined that they do not meet eligibility requirements for a government paid relocation/PCS. Requests for approval will be forwarded to USAREUR, G1, CPD and include:

- a. Memorandum signed by the Primary Staff Principal or the Chief of Staff for the special staff offices (memorandum may be for one or more employees)
- b. Copy of memorandum offering the MDR to employee
- c. Copy of memorandum showing acceptance of MDR by employee

A sample memorandum to request LQA in conjunction with the MDR can be found at: <http://www.eur.army.mil/g1/content/CPD/index.html>.

Employees must meet certain conditions to be eligible for LQA, including:

- a. The employee must be GS-9 or above
- b. The employee must be eligible for a PCS
- c. The employee cannot currently reside within a 10 mile radius of Wiesbaden
- d. The employee cannot be joining a spouse (sponsor) who gets LQA / OHA

## **J. Dual Employee Households**

There are a number of factors to consider for employees who belong to dual employee households. Spouses employed by different organizations (e.g., USAREUR and IMCOM-E) who are being reassigned to different commuting areas (e.g., Wiesbaden and Bamberg), are encouraged to seek advice from their CPAC **before** receiving a MDR notice to understand their employment options.

- a. Employees on career/career conditional appointments, having arrived in Germany on their sponsors' orders without their own tour rotation agreement, may decline a MDR and register in PPP for DoD activities in the local commuting area of their sponsors new (overseas) duty location. Acceptance of a PCS move outside of the local commuting area of the sponsor will require the employee to enter into an overseas tour rotation agreement.
- b. Employees on "Schedule A" Family Member appointments must continue to reside in the household of their sponsor to maintain appointment eligibility.
- c. Spouses employed in different USAREUR staff offices should discuss their personal situations with their supervisors as soon as possible and where mission flexibility exists to move the spouses' concurrently, every option to do so should be considered.
- d. The command will issue MDR notices within a reasonable amount of time, but no later than 120 days before the effective date to provide time for these decisions.

## **K. Alternative Work Schedules (AWS)**

- 1) Alternative work schedules and credit hours help employees balance work, family and personal responsibilities and can assist both management and employees during the relocation.

For further information see USAREUR's Alternative Work Schedule Regulation AER 990-100, dated 6 July 2010.

a. Flexible Work Schedules (FWS) are an alternative to the traditional 9 to 5 work schedule and allow the employee to vary arrival and departure time as long as he/she works 8 hours each day and is present during the core hours 0900-1500. USAREUR employees may report as early as 0600 while departing as late as 1800. Credit hours are permitted for employees on a FWS.

b. Credit hours are the hours spent in voluntary duty time that exceed the 8 hour work day or 40 hour work week. Credit hours may be earned in 15 minute increments and can be accumulated and carried over for up to 24 hours. They are subject to supervisory approval in advance.

c. Compressed Work Schedule (CWS) is a work schedule that allows an employee to work the 80 hour bi-weekly requirement in fewer than 10 workdays. USAREUR allows the use of a "5/4/9" work schedule. Employees under CWS are scheduled to work eight 9 hour days, one 8 hour day and have one regular day off (RDO) each pay period. Credit hours are not permitted for employees under a CWS.

## **L. Telework**

AE Regulation 690-990-1, USAREUR Telework Program, is available at <https://aepubs.army.mil/>. The regulation authorizes telework within USAREUR on a case by case basis. USAREUR employees must have access to a Government computer with NIPR connectivity to participate in telework. The supervisor and the employee must execute a signed Telework Agreement prior to implementing a telework arrangement.

## **Section 3 Employees Declining a Management Directed Reassignment**

### **A. Exercising Return Rights.**

- 1) Employees may have return rights to the position that they left in the U.S. Typically, the return rights are granted for up to five years while the employee is in the overseas area.
- 2) Employees should check with the CPAC if they are not sure if they have return rights.
- 3) If an employee with return rights declines a MDR, the supervisor should contact the Heidelberg CPAC to initiate the return to the U.S.

### **B. Priority Placement Program**

- 1) Employees who **decline their MDR will be removed from the Federal service on the effective date of the MDR.** These employees may be eligible to register in the PPP for DoD activities in the **overseas** area until the effective date of the MDR.
- 2) In order to register for overseas activities, the employee MUST be able to complete a renewal tour (24 months) within their established 5 year tour limit. These employees will be registered only for activities located within 25% of the distance from their current duty station to Wiesbaden. Please note that if an employee has served in the overseas area for more than 3 years, they will not be eligible to register for activities in the overseas area.
- 3) If an employee is not eligible to register for activities in the overseas area, they will be registered for activities in the U.S. and remain in the overseas area until the effective date of the MDR.
- 4) Employees eligible to register for vacancies in the overseas area may choose to register for vacant positions in the U.S. *instead* of overseas positions. *Employees may only register for overseas activities or U.S. activities and not both concurrently.*
- 5) If an employee is not placed by the effective date of the MDR, they will be removed from Federal service and returned (via separation orders) to their home of record in the U.S. The employee will be eligible for PPP registration for DoD activities within the local commuting area of their home of record for 12 months after removal. Employees who are eligible for severance pay will be subject to mandatory registration in PPP in their local commuting area at their home of record.

### **C. Discontinued Service Retirement (DSR)**

- 1) USAREUR employees who decline a MDR outside of their commuting area may be eligible for DSR if they meet age and length of service requirements.
- 2) An employee covered under the Civilian Service Retirement System (CSRS) or the Federal Employment Retirement System (FERS) is eligible for DSR at any age with at least 25 years of creditable Federal service, or at least age 50 with 20 years of service.

3) Employees who are considering this option should consult with the Army Benefits Center-Civilian (ABC-C) at the following link: <https://www.abc.army.mil/retirements/retire.htm> and the Office of Personnel Management's (OPM) website: <http://www.opm.gov/retire/pubs/handbook/C044.pdf>

## **Part 2. Local National Employees**

### **Section 1 – Relocation of Civilian Local National positions**

The following information is intended to provide guidance to managers/supervisors of Local National employees who are affected by Headquarters, United States Army Europe transformation actions. This is a living document subject to revision when deemed required. The guidance contained within applies to the relocation of employees and their positions outside of their local commuting area to another permanent duty station as a direct result of the Command relocation.

#### **A. Works Council Cooperation**

1) When an organization is identified to relocate outside of the commuting area and local national personnel are assigned, management officials within the organization must inform the Works Council of the planned action and seek the council's cooperation and concurrence in terms of the types of personnel actions (organizational measures) that will be effected. These discussions are known as "cooperation procedures" focused on organizational measures, (i.e. types of personnel actions to be initiated). The following are normally discussed during cooperation meetings:

a. Organizational Measures. Organizational Measures are personnel actions that are normally a result of reorganizations, inactivation, mergers of organizations, and/or the relocation of an employing organization to a location outside of the commuting area. Plans to abolish, relocate, and/or modify a local national position will be discussed beforehand with the appropriate works council members.

b. Planned Actions. Planned actions are personnel actions involving reassignments, transfers, termination of employment notices, notices of change of employment conditions. They must be discussed with the appropriate works council before initiation.

**Note:** Normally, when the local works council objects to any of the terms of the organizational measures on the table, the issue may be elevated to a higher works council level. If elevated it could take a considerable amount of time to reach a resolution; a good estimate is up to 90 days. However, for the purpose of this relocation, HQ USAREUR staff offices LN personnel have no higher level works council. The HQ works council is the responsible institution.

#### 2) Works Council Concurrence

a. When discussions between the organization and the appropriate Works Council representatives are concluded, personnel actions may be issued to affected local national employees.

**Note:** Agreement is not necessarily required, in the event of Works Council objection; the cooperation process may end with a final management decision. Personnel actions may then be administered with or without an employee's consent.

## **B. Social Data Questionnaires (SDQ) (Data collection from LN employees)**

1) The SDQ solicits employee interest in their placement into a position outside of the current local commuting area (generally a 60 KM radius surrounding the duty station), as well as data which identifies an employee's social retention-standing (e.g. age, years of service, support obligations, handicap status, and protection rights). The SDQ is used to identify and record placement entitlements and to enhance potential opportunities available through the Local National Priority Placement Program (LNPPP).

2) Upon conclusion of Works Council cooperation discussions, the workforce will be informed of the planned relocation actions through organizational town hall meetings involving the management representatives, members from the Civilian Personnel Advisory Center (CPAC), and the RIF team. Social data questionnaires (SDQs) will be issued to LN employees during these town hall meetings.

3) Social Data Questionnaires were issued in Feb-Mar 2012. For those who did not respond or indicated they will not accept reassignment, termination notices were issued 30 Sep 12 with an effective date of 30 Sep 13. If challenging a notice, an employee must have filed within 21 days after receipt.

4) If an LN employee working in the Baden-Württemberg Garrison does not wish to move with their position to a new location outside of the commuting area, a job placement offer for continued employment will not be extended.

## **Section 2 - Local National Employees Relocating to a New Duty Station**

### **A. Change in Duty Station**

1) A change in duty station may be effected by issuing an amendment to the current employment contract upon mutual agreement or through issuance of a notice of termination of contract due to a change in employment conditions (change notice), unless the employer is granted the right IAW the tariff agreement, to direct the work be performed at the new duty station.

2) A notice of termination of contract due to a change in employment conditions is simply an amendment to the original contract specifying new condition(s) of employment (e.g. change in duty station). The change notice may cover a period of up to seven months in duration and is determined by an employee's length of service. During a Notice Period employees will normally remain assigned to the former duty station until expiration of their notice period. However, if mission requires them to work temporarily at the new duty station prior to the end of the notice period, they may request compensation for authorized travel time and related expenses.

**Note:** An LN employee may challenge a change notice within a period of three weeks upon receipt of the notice letter.

3) The explanation provided below applies to both B & C:

Without mutual agreement, employees who will relocate to a new duty station that is outside the commuting area of the former duty station (more than 30 km), may not be required by the employing organization (neither via detail nor TDY) to work at the new duty station on a permanent basis prior to the effective date of the individual measure regarding the relocation.

## **B. Standard allowances for temporary reassignments (Ordinary LN TDY)**

The following allowances are authorized for employees who will work temporarily at a new duty station in analogous application of the provisions of CTA II, Appendix R, but will not PCS to the new duty station. The allowances described below do not apply to a permanent reassignment of employees, who had received their termination notice, to the new duty station for the entire duration of the remaining time of employment.

1) Travel expenses will be reimbursed for the distance traveled from the employee's home or current duty station, whatever is directed, to the temporary duty station at a rate of €0.30 per kilometer for use of an automobile and €0.13 per kilometer for use of a motorcycle. If several employees carpool, the rate for the driver will increase €0.02 per kilometer for each passenger. Passengers will not be entitled to any reimbursement during this mode of transportation. When using public transportation, the employee will be fully reimbursed upon submitting the original receipts/invoices.

2) Daily allowance is authorized if an employee is absent from the permanent duty station or the employee's home at a distance of at least 15 km and for at least 8 hours and returns to his/her home or permanent duty station on the same day (1-day duty travel). In such case, the employee is entitled to a day allowance of €8.00; in case of absence of at least 12 hours, the day allowance is €14.00.

3) If an employee does not return to his/her home or permanent duty station on the same calendar day of travel (duty travel that extends over 2 calendar days or more), the day allowance for an absence of at least 8 hours will be €12.00 per calendar day, for an absence of at least 12 hours, the day allowance will be €24.00 per calendar day. Mandatory lunch breaks will count toward this calculation. **Note:** Travel time DOES NOT count towards duty time unless the travel time is within the regular work time.

## **C. Standard allowances upon permanent reassignment (Employees detailed to New Duty Station prior to the effective date of the Permanent Change of Station)**

Allowances for employees who have been officially notified that they will be relocated to a new permanent duty station and are required to work at the new duty station prior to the expiration of the notice period as agreed upon:

1) Travel expenses are reimbursed at a rate per kilometer, the same as B. 1). However, the distance travelled to the new duty station will be reduced by the distance the employee travelled

from their home to the current duty station unless the employee has regularly used public transportation to get to his current duty station. In this case, only the difference in cost will be reimbursed.

a. Daily allowance will not be granted.

b. Additional travel time DOES count towards duty time.

2) If the total duty time (including travel time) exceeds the regular work time (in general 38.5; exceptions see § 9 CTA II; excluding lunch breaks), the employee must receive compensation for the additional duty time (basic pay or equivalent release from work) but will not receive overtime supplements according to the provisions under CTA II, § 10 and § 20.

## D. PCS Entitlements

1) Employees moving to Wiesbaden or another duty location are entitled to the following relocation benefits, in accordance with the provisions of AER 690-68. Entitlement exists if the employee meets the established individual eligibility criteria. Any questions should be referred to the local CPAC for additional guidance and/or clarification.

2) Relocation to another duty station. Employees who relocate to a new duty station may be reimbursed for moving expenses, this includes broker fees and incidental costs. Reimbursement of moving expenses may only be authorized if the previous permanent duty station and residence are both located outside of the commuting area of the new permanent duty station (generally a 60 KM radius).

a. Moving expenses. Payment of moving expenses **is not** always guaranteed, except in the case of a RIF placement. An employee who chooses to relocate must submit a request for reimbursement of moving expenses to the local CPAC. The request shall be accompanied by written justification, and if approved, it must be prior to the effective date of the transfer or change in duty station. Reimbursement of moving expenses for household goods is limited to a truck or moving van 10 meters in length for one person, and 20 meters in length for two or more persons. Exceptions may be approved if justified by the size of the employee's household. When a request is approved by the CPAC, employees are required to execute the move with the most cost-effective carrier.

b. Reimbursement of Broker Fees. Broker fees may be reimbursed up to the equivalent of two months net rent. The billing statement must show whether the residence is rented or has been purchased. When purchasing a residence, reimbursement of broker fees amounts to 2 times the average monthly rent according to the current rental index for the new duty location.

c. Reimbursement of Incidental Costs. The rate for incidental expenses for employees with family members is €1,050. The rate for incidental expenses for employees without

family members is €25. Rates for those with family members are increased by €31 for each child, stepchild, or foster child who resides with the employee.

d. The authorization for reimbursement of moving related expenses in 2a through c above expires if either of the following occurs:

1. The employee fails to move within one calendar year after the effective date of transfer or appointment.

2. The employment ends before the effective date of the move.

e. Extensions beyond the initial timeframe mentioned above may be granted by the CPAC with management concurrence for a period of time not to exceed one calendar year if both of the following apply:

1. The move has been delayed for reasons beyond the employee's control.

2. Alternate date for the move has been established in accordance with an approved extension request.

3) Paid Time Off is authorized in accordance with Army in Europe policy; employees will receive 2 days paid time off for the move.

4) Lodging Allowance. A lodging allowance may be approved for employees who move voluntarily without limitation (i.e. no extenuating circumstances at old PDS such as children in school or delay due to spouse employment or selling of the previous home) and who incur expenses resulting from maintaining temporary lodging accommodations at the new duty station. The allowance may be paid for a period not to exceed one calendar year. At the time of the transfer or appointment, the employee must sign an agreement stating that he or she will move. The employee is responsible for immediately notifying the servicing CPAC of any change in circumstances which may have an effect on continuing eligibility for the allowance.

a. The lodging allowance payment is paid from the effective date of employment at the new PDS until the day the employee moves into a residence at the new PDS.

b. The lodging allowance amounts to €14 per calendar day. **Note:** If the overnight cost is lower than the daily lodging allowance, reimbursement is limited to the actual expense.

c. Payment will be recouped and offset from an employee's monthly earnings if he or she does not move within the prescribed timeframe (One calendar year).

d. Payment of benefits under this paragraph will cease on the day of an employee's move into a new residence at the new PDS or upon termination of employment. **Note:** If an

employee is terminated within twelve months after the effective date of employment at the new PDS, he or she will be required to reimburse the lodging allowance.

5) Commuters Allowance. Employees eligible for a lodging allowance and who agree to move their households sometime within the next calendar year from the effective date of transfer are eligible to receive a commuters allowance if they must commute daily to and from their permanent residence at the old duty station to the new duty station.

a. The mileage is calculated using the difference between the driving distance in kilometers for the round trip driven from the residence to the old and the new duty stations.

1 The commuters allowance is payable at the rate of €0.18 per kilometer, regardless of the mode of transportation.

2 The daily commuter allowance will not exceed the daily lodging allowance rate and may not exceed one calendar year.

b. Payments will stop on the effective date of the employee's move or upon termination of employment.

6) Rental Subsidy. Employees who have not exhausted the authorized amount of lodging allowance may be paid a monthly rental subsidy. The total amount of rental subsidy may not exceed the total amount of lodging allowance minus the amount previously paid as either lodging or commuter allowance. A rental subsidy may be paid when the following conditions are met:

a. Rental costs for adequate quarters are higher than the rental costs at the previous location and exceed 18 percent of the employee's monthly basic compensation.

b. The employee is not eligible for housing allowance under the *Wohngeldgesetz* (Federal Housing Allowance Act) and rental costs are not shared by other persons or household members. The employee must adhere to a respective binding written agreement.

c. The employee's remaining lodging allowance will be prorated as a monthly rental subsidy if the amount equals or exceeds €150. If the remaining total is less than €150 it will be paid in the form of a one-time lump-sum payment.

d. Monthly subsidy payments equal the rental charges that exceed 18 percent of the employee's basic compensation. When computations result in an amount less than €50 per month, a monthly minimum payment of €50 will be made until the remaining amount is exhausted. For example, if the remaining amount authorized for lodging or commuters allowance is €175, the rental subsidy will be distributed over 3 monthly payments of €50, €50, and €75.

e. If the employee buys a house or an apartment at the new duty station, the rental subsidy will be determined using local rent tables applicable to both the gaining and

losing PDS. Employees should consult their local CPAC for additional guidance and/or clarification.

7) Lump-Sum Compensation. Lump sum payment may be authorized for employees who maintain their current household at the old PDS and who do not wish to or cannot move their household to the new duty station.

- a. The lump-sum compensation amounts to €1,200.
- b. Employees must agree in writing that they will refund the lump-sum compensation if they resign, or their employment is terminated for cause within one calendar year after the transfer or appointment.

### **Section 3 - Local National Employees who Choose Not to Relocate to the New Duty Station**

#### **A. Notices of Termination**

- 1) An employee who chooses not to relocate with their position to the new duty location will receive a notice of termination of employment. The notice may cover a period of time up to twelve months after issuance of the notice letter. **Note:** An employee whose employment is terminated may file suit in a labor court within three weeks after issuance of the notice letter.
- 2) A notice of termination of employment includes an offer of an indemnity payment to the employee in which he or she agrees to waive their right to file a lawsuit. The amount of the indemnity payment is equal to the number of years of service multiplied by two weeks' salary, or half a month's salary for each full year, whichever is more beneficial to the employee.
- 3) In addition, the employee waiving the right to file a lawsuit may participate as part of a transfer company if one is under consideration. (See D below).

#### **B. Placement Rights**

- 1) If a placement opportunity becomes available during the notice period, an employee will be extended a placement offer based upon the information contained in their social data questionnaires (SDQs), their social retention-standing and individual job qualifications.

#### **C. Annulment Contract Program**

- 1) Employees not willing or able to move to Wiesbaden or some other duty location associated with the USAREUR transformation that cannot be placed within any branch of the U.S. Forces in Germany, (any DoD agency), and who are subject to termination from employment may sign an annulment contract in accordance with HQ USAREUR policy.
- 2) This program is a mitigation tool offering incentives to employees whose positions have been abolished, or will be abolished as a result of reduction in force (RIF) actions, or who are affected

by workforce restructuring/transformation organizational measures. Employees who vacate a position to allow placement of an employee subject to termination will also be eligible for an annulment contract. Annulment contracts are not an employee entitlement. Management officials should base their decision to approve annulment contracts on organization and mission requirements.

3) Annulment contracts are executed between an employee and the Commander or Chief of an employing organization by mutual consent under the conditions established in the contract. The use of annulment contracts is an effective method for avoiding potential costs associated with employees contesting their termination of employment in a labor court. Annulment contracts may be requested by an employee or offered by the employing organization.

4) All annulment contracts require prior approval by HQ USAREUR, G1, Civilian Personnel Directorate. There are no exceptions.

5) Annulment contracts are negotiated on an individual basis between the employee and management. When an annulment contract is requested, the CPAC will determine the legality of the action and identify employee benefits and/or entitlements. Works Council cooperation is not required for annulment contracts. The CPAC will facilitate negotiations between employees and management officials.

6) The terms and conditions of Annulment contracts are dependent on the applicable situation as outlined below:

a. Employees entitled to Social Security Agreement (SSA) benefits:

1. Two months' pay, plus an additional eight months' pay, plus 50 percent of salary savings, if the individual notice period is waived.

2. The maximum indemnity pay for employees observing their individual notice period will be 10 months' pay and for employees leaving earlier, the maximum indemnity pay will amount to 13.5 months' pay.

b. Employees not entitled to SSA benefits or who waive SSA benefit entitlements:

1. One month's pay per creditable year of service for the first ten years, plus

2. One half of one month's pay per creditable year of service, starting with the eleventh year, up to a maximum of five months' pay, plus

3. 50% of salary savings, if the individual notice period is waived.

4. Maximum indemnity pay for employees observing their individual notice period will be 15 months' pay and for employees leaving earlier, the maximum indemnity pay will amount to 18.5 months of pay.

c. Employees who vacate positions for placement of employees who are facing RIF and employees who are affected by workforce restructuring measures are not eligible for SSA benefits.

7) The following special provisions apply to LN employees who are eligible for early retirement:

a. Eligible employees include the following:

1. Age 63 and above with a recognized severely handicapped status, have 35 years of service with the German statutory retirement carrier (Deutsche Rentenversicherung).

2. Male employees aged 63 and above who have 35 years of service with the German statutory retirement carrier (Deutsche Rentenversicherung).

b. With the exception of employees addressed in d below, employees who retire voluntarily before they have reached the standard age limit for retirement (*Regelaltersrente*) will incur a pension reduction of 0.3 percent per month with a maximum deduction of 18.

**Note:** Net pay from the Group Life Insurance (*Gruppenversicherungsvertrag*) will be reduced because employer premiums will no longer be paid when the employee retires. This option is designed to encourage eligible employees to consider voluntary early retirement by granting lump sum compensation for the mandatory pension reduction and the loss of premiums paid to the Group Life Insurance. An indemnity package is also included.

c. It is imperative that employees first contact their respective retirement insurance carrier (*Rentenversicherungsträger*) for reconciliation of their retirement insurance account (*Kontenklärung*). Once the account has been reconciled, employees must obtain a statement from their retirement insurance carrier, indicating the amount they would need to pay into their account to avoid a pension deduction due to early retirement.

d. Affected employees will be offered the following benefits:

1. The indemnity of up to 15 months' pay for employees observing their individual notice period and up to 18.5 months' pay for employees who leave sooner. The indemnity pay will be prorated for employees with less than 18.5 months until they reach the standard age limit for retirement.

2. Lump-sum compensation for the reduction in retirement benefits resulting from the early retirement decision. Payment amounts are based on the statement (Form V 210) obtained from the retirement insurance carrier. An employee may elect to have this lump-sum payment included in the indemnity or authorize the Foreign Forces Payroll Office to pay the amount directly to his/her retirement insurance carrier.

3. Four percent reduction of the annual salary for each year before reaching 65 years of age to compensate for the loss of premium payments to the Group Life Insurance.

## **D. Transfer Company**

1) A transfer company is a private enterprise that provides general outplacement services to local national employees who are subject to involuntary separation. These services consist of job skills assessment, training in preparing a resume, interview skills, and assistance in their job search.

2) The objective of a transfer company is to transition local national employees into employment outside of the U.S. Forces in an attempt to help avoid potential unemployment scenarios. The cost of the transfer company is shared between the German government and the U.S. Forces.

a. In order for employees to join the transfer company they must sign an annulment contract.

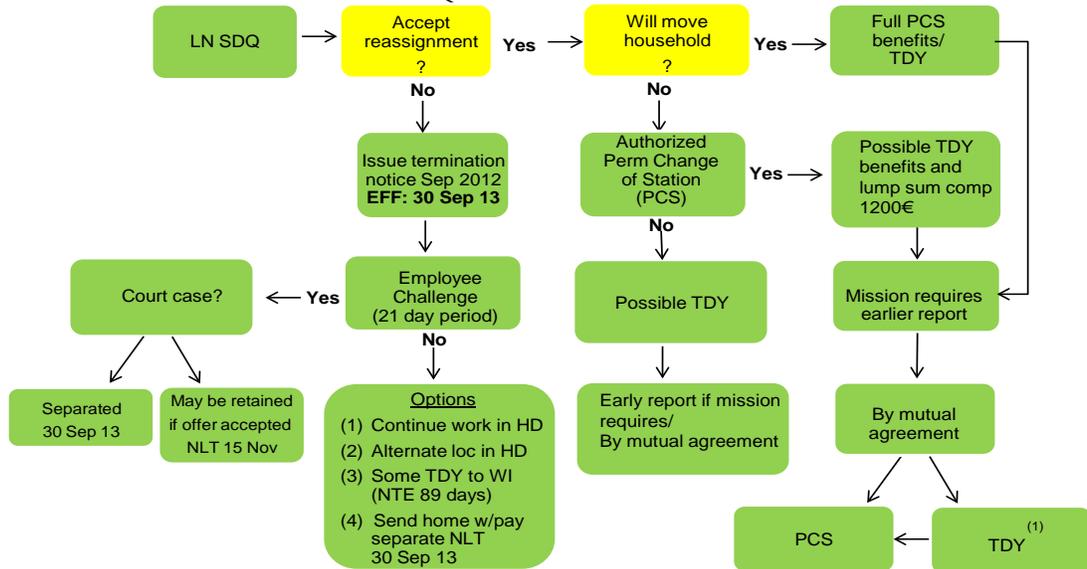
b. If unable to find other employment during the notice period prior to the effective date of separation, the employee will be placed onto the transfer company rolls for up to 6 months beyond their separation from employment with the U.S. Forces. This allows individuals additional time to seek employment in both German private and public sectors.

c. An employee continues to receive a percentage of their salary (approximately 67%) while on the rolls of the transfer company. **Note:** Establishment of a transfer company is anticipated due to the expectation that more than fifteen local national employees will be affected by the USAREUR headquarters relocation.

## E. LN Relocation Scenario Illustration



## Civilian HR Working Group HQ LN Relocation Scenarios



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USAREUR G1 CPD

As of 30 July 2012

## F. Management Flexibilities for HQ LN Relocation

1) Earlier report date may be authorized.

a. Volunteers may report earlier than established effective date of the organizational measure through **mutual agreement** between the manager and employee.

b. Possible transportation benefits payable.

c. If no mutual agreement on reassignment date it remains 30 Sep 13..., however, they may be sent TDY (with limitations).

2) Non-movers can also be sent TDY to the new duty station with same limitations.

**Note:** Recommend limited use of this COA; can be expensive.

3) Those not going to Wiesbaden.

a. May work on Campbell Barracks or other Heidelberg location.

b. Later decision may allow some to be sent home with pay, and be separated NLT 30 Sep 13.

## **Part 3 Appendices (Department of Army Civilians)**

### **APPENDIX A**

#### **References**

29 USC, Sec 657, Chapter 15, Occupational Safety and Health

5 CFR, Administrative Personnel

DoD 1400.25-M, subchapter 630, Leave

DoD Instruction 1035.01, Telework

DoD Instruction 1400.25, DoD Civilian Personnel Management System, Volume 610, Hours of Duty.

DoD Instruction 1315.19, Authorizing Special Needs Family Members Travel Overseas at Government Expense.

DoD Priority Placement Program (PPP) Handbook

Federal Employees Compensation Act (FECA), Work related Injuries and Illnesses

CSRS and FERS Handbook, Discontinued Service Retirement (DSR)

Department of State Standardized Regulation (DSSR)

Federal Travel Regulation (FTR)

Joint Travel Regulation (JTR), Volume 2

Army Regulation (AR) 690-300.301, Overseas Employment

Army Regulation (AR) 608-75, Exceptional Family Members Program

Army Regulation (AR) 385-10, Army Safety Program

Army in Europe PAM 690-60, Civilian Personnel Tariff Agreements That Apply to Persons Employed by the U.S. Forces in Germany

Army in Europe (AE) Pamphlet 690-630, Excused Absence

Army in Europe Regulation 10-5, Organizations and Functions, Headquarters, United States Army Europe

Army in Europe Regulation 690-68, Civilian Personnel Local National Transfer and Appointment Benefits in Germany

Army in Europe Regulation 690-69-G\*, (TV AL II, paragraph 28, subparagraph 1b (4), Detailed Rules for German CTA II and Tariff benefits)

Army in Europe Regulation 690-84, Civilian Personnel Reduction in Force-Local National Employees in Germany

Army in Europe Regulation 690-500.592, Civilian Personnel Living Quarters Allowance

Army in Europe Regulation 690-990-100, HQ USAREUR Alternative Work Schedule (AWS)

Army in Europe Supplement 1 to AR 690-300.301, Overseas Employment

## **APPENDIX B**

### **Frequently Asked Questions (FAQs) for DACs**

#### **1. Will all employees working for Headquarters, USAREUR in the greater Heidelberg area relocate with the command?**

With few exceptions, employees who are in a permanent or continuing position and assigned to Headquarters, USAREUR will be relocating with the command. Employees will receive advance notice of the MDR approximately 120 days before the organization's move date. The only exceptions will be for employees who are exercising their return rights to CONUS or are registered in the DoD PPP and are expected to be placed into a position in CONUS prior to the effective date of the move. All employees issued a notice of reassignment will receive counseling from the gaining CPAC on PCS eligibility and other entitlements associated with the command's relocation.

#### **2. Does a supervisor have the right to reassign me?**

Yes. Supervisors may reassign an employee when they have a legitimate reason for the reassignment and the vacant position is at the same grade, or rate of pay as the employee's present position.

#### **3. What is the notice period for US civilian employees to relocate?**

Employees will be given a reasonable notice period of their reassignment. Generally, employees will receive at least 120 calendar days advance notice. However, the time period may be adjusted in some cases based upon mission requirements.

#### **4. Will town hall meetings be conducted?**

Yes, town hall meetings will be conducted. Additionally, there are several websites containing information about the relocation. Continue to check out the US Army Europe homepage at: <http://www.hqusareur.army.mil/default.htm> and the Civilian Personnel Directorate's website at: <http://www.eur.army.mil/g1/content/CPD/index.html>

#### **5. Will telework be implemented or offered to employees during the command's relocation?**

There are no telework rules that are specific to the command's relocation. However, AE Regulation 690-990-1, USAREUR Telework Program is available at <https://aepubs.army.mil/>. The regulation authorizes telework within USAREUR on a case by case basis.

#### **6. Will civilian employees be authorized excused absence to relocate?**

Civilian employees are authorized time to conduct activities required for relocation, such as in/out processing, packing and receipt of household goods, etc. Additionally, supervisors will approve, as mission requirements allow, up to five days of excused absence for employees to find housing so that door to door moves may be accomplished.

**7. Does travel time (by shuttle or POV) to the new duty station count as part of an employee's work day?**

No, once you are officially reassigned to your new PDS, travel time to and from your new PDS will not be considered as part of the work day. According, to the Fair Labor Standards Act and 5CFR 551.422, "An employee who travels from home before the regular workday begins and returns home at the end of the workday is engaged in "normal home to work" travel; such travel is not hours of work". For those employees who are required to report for work at a duty station that is not their official duty station, comp time for travel may be authorized. See "Travel Time during the Duty Day" in Section 2 (I) in this guide).

**8. Who will issue travel orders for Defense Civilian Intelligence Personnel System (DCIPS) employees?**

The Fort Huachuca CPAC has Human Resources Specialists located in Heidelberg who will issue the travel orders to the DCIPS employees. All other HQ USAREUR employees will receive their travel orders from the losing CPAC. In most cases this will be the Heidelberg CPAC.

**9. Will I be eligible for early retirement if I choose not to relocate with the command?**

Employees who decline a MDR outside of their commuting area may be eligible for a Discontinued Service Retirement (DSR). A DSR provides an immediate, possibly reduced, annuity for eligible employees who decline a MDR. In order to qualify for a DSR, employees must submit a written declination of their MDR (to the Army Benefit Center – Civilian) and meet age and length of service requirements (25 years of creditable service at any age or at least age 50 with 20 years of service.)

For additional information, review the Discontinued Service Retirement relocation bulletin found on the USAREUR G1, Civilian Personnel Directorate webpage at:  
<http://www.eur.army.mil/g1/content/CPD/index.html>

**10. Will Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Pay (VSIP) be offered to employees not willing to relocate with the command?**

There is no authority to offer VERA and VSIP based on the relocation.

**11. Both my spouse and I are Federal employees stationed in Heidelberg and are currently employed by organizations relocating to communities outside of Heidelberg. What are our options if our respective organizations are moving at different times and/or relocating to different communities?**

If both you and your spouse are employed by organizations that are relocating, you should discuss any potential issues with your move(s) with your respective supervisors. An open dialog between you, your spouse, and your respective leadership will help to lessen the potential impact these decisions may have on your family during this transition.

If both you and your spouse's organizations are relocating to different communities, you will have to make a decision concerning which reassignment(s) to accept/decline, if you both want to be employed in the same community. Spouses relocating to their new duty stations at different times will have to decide when they will move (if flexibility exists) and should work with their respective organizations to help ease the transition.

For additional information, see Section 1, paragraph J of this document and the Dual Employee Households relocation bulletin found on the USAREUR G1, Civilian Personnel Directorate webpage at: <http://www.per.hqusareur.army.mil/content/CPD/docs/mainPage/transformation/Bulletin-8.pdf>

## **12. Can I request a tour curtailment? What is the process and possible obligation?**

Yes, employees may request tour curtailments. Your first step should be to set up a meeting with your supervisor to discuss the reason(s) for your request to determine if there are possible alternatives to tour curtailment. If after this meeting, you wish to formalize your request for curtailment, submit the request in writing through your command channels to the appropriate approval authority.

If you have been here less than 1 year or taken Renewal Agreement Travel (RAT) within the past 12 months, you will also need to request a release from transportation expenditures incurred by the Government on your behalf.

Keep in mind that curtailment of an overseas assignment can be extremely costly to you if your tour curtailment request is denied. You could be liable for both the move to the overseas area as well as your return to CONUS.

For additional information, review the Tour Management relocation bulletin found on the USAREUR G1, Civilian Personnel Directorate webpage at: <http://www.per.hqusareur.army.mil/content/CPD/index.html>.

## **13. Will tour extensions be automatically approved during the period of the Command's move?**

No. Employees do not have an automatic entitlement to tour extensions. During the move, managers will maintain their current authority to extend or not extend employees based upon mission requirements and organizational needs.

## **14. Will the five-year limit on overseas tours be "removed" during the Command's relocation?**

No, the five year limit will not be "removed". It is Department of Defense (DoD) policy to limit the time appropriated fund civilian employees in the competitive service spend in foreign areas to 5 years. This typically equates to one foreign area tour (three years) and one renewal agreement tour of duty (24 months). The DoD policy was established to provide management the necessary flexibility to regulate the ever-changing foreign area workforce requirements, provide a continuous flow of jobs for newly assigned personnel, and to provide career-enhancing opportunities for continental US (CONUS)-based employees.

HQ, USAREUR recognizes the need for management flexibility to perform mission essential functions and manage their workforce. Accordingly, USAREUR's policy provides approving officials the authority to extend an employee beyond the five-year limit. Tour extensions are granted based on mission requirements and organizational needs provided the employee meets the DoD criteria for extension.

## **15. What types of reasons might justify extending an employee beyond the five-year limit?**

Managers may consider reasons such as:

- The continued need for an employee's skills or corporate knowledge when there is a documented history of difficulty filling the position.
- The need to maintain stability during mandated organizational staff reductions.

- The assignment of new missions or tasks to the organization.
- A requirement to keep an employee to complete a special project.
- Simultaneous DEROS of other employees in the same career field.

**16. Will the Government fund my move, and if so, what are my entitlements? I currently have a transportation entitlement to return to the United States.**

PCS entitlements will be determined in accordance with the JTR II. Unless you already live within a 10 mile radius of your new duty station, you may be authorized a PCS move. Once you accept a management directed reassignment, you will be instructed to complete a Request for Travel Orders (RFO) – Europe Transformation form, which is located at Appendix E and on the USAREUR, G1, CPD website at: <http://www.per.hqusareur.army.mil/content/CPD/index.html>. Upon completion of a RFO, your travel entitlements will be determined by your organization. Entitlements under a government paid relocation include: (1) shipment of household goods (HHGs) of up to 18,000 pounds, (2) temporary storage of HHGs, if needed, (3) mileage for traveling by POV to the new permanent duty station, to facilitate the actual move, and (4) miscellaneous expense allowance.

**17. Both, my spouse and I are civilian career employees, each of us having our own transportation entitlement; will both of us have PCS entitlements to the new PDS?**

Yes, both of you may be eligible for PCS entitlements to the same location if you otherwise meet JTR requirements. Refer to question #16 above for additional information.

**18. I currently do not have a transportation entitlement to the United States; will I still be eligible for a Government-funded move during the relocation?**

Yes; however, the intra-theatre move will not create a transportation entitlement to the United States.

**19. I am a civilian career employee who came to the overseas area under my own Government orders; my spouse is a member of the uniformed services, who will also relocate to the Wiesbaden area. What are our entitlements?**

If you are eligible for PCS entitlements and married to a member in the military, you are authorized a PCS when transferred in the Government's interest, even if your military spouse is also transferred at the same time to the same location. However, you may not receive PCS travel and transportation allowance payments for the same purpose or expense. You may combine your respective weight allowances and ship up to the allowable amounts specified by the JTR II and JFTR.

**20. Once I have moved to the new PDS, how long will I be obligated to remain at the new permanent duty station?**

All employees who PCS from Heidelberg to Wiesbaden will sign a transportation agreement, which obligates the employee to remain in government service for 12 months or risk incurring the cost of the move.

**21. Although I live about 100 kilometers from my new PDS and PCS orders were issued to me, I would be willing to commute; will I be able to maintain my current residence and continue to receive LQA?**

Yes, even if you are eligible for a PCS move, you can choose not to request travel orders and continue to reside in your current residence and commute to your new PDS. This will not change your eligibility for LQA.

**22. Can authorization of rental agent (Immobilien) fees be considered to ease relocation stress?**

Yes, the rental agent fees and other fees or expenses associated with the move of the household may be reimbursed up to a certain limit, in accordance with the provisions of the JTR II, Chapter 5, Part G, Paragraph C5310. The claim would be filed as a Miscellaneous Expense Allowance. An employee without a family may be eligible to claim actual itemized expenses for up to one week's salary for the employee or the rate of a GS-13, step 10 (whichever is the lesser amount). An employee with a family may be eligible to claim up to two weeks salary or the rate of a GS-13, step 10 (whichever is the lesser amount). Employees should submit appropriate expenses on DD Form 1351-2, Travel Voucher.

**23. If I prefer to move to the new PDS earlier than directed, will the Government reimburse me for the move or will it be at my own cost?**

If you choose to move earlier than directed to your new duty station, you will be responsible for the costs associated with that move.

**24. If I volunteer to go in advance to Wiesbaden, will I be reimbursed for mileage?**

No. There are no provisions to pay for commuting costs between your residence and your duty station.

**25. I am eligible for and receive LQA now; can I relocate my family to Wiesbaden in advance and receive LQA for that area?**

No; the applicable LQA rate for an eligible employee is determined by the duty location. If your official duty station is Heidelberg, then the rate applicable for Heidelberg is used for reimbursement of living expenses, irrespective of where your family resides in Germany.

**26. I am not eligible for LQA now. If receive a management directed reassignment to Wiesbaden (or another duty location) and am eligible for a PCS move to the new PDS, will I become eligible for LQA?**

USAREUR has authorized the use of granting LQA based on the MDR to employees who are currently not eligible for the allowance, under certain conditions. Authorization of LQA is not automatic and must be requested by Primary Staff Principals for employees and approved by the USAREUR, G1, CPD. The employee must meet certain eligibility criteria, for example, the employee must be at or above the GS-09 grade level. The employee must be authorized a PCS move to the new PDS and the employee's new residence must be closer to the new duty station than it is to the old duty station. The authorization to grant the allowance does not extend to employees who are already living in the area of the new PDS. Final approval of the allowance rests with USAREUR G1, CPD.

**27. I am eligible for and receive LQA now; my MDR is effective 15 February 2012 but I cannot move my household until 01 June 2012. When do I get the LQA rate for Wiesbaden?**

Since you are an LQA recipient now, the LQA rate applicable to the new duty station is effective on the day of the official reassignment, e.g., 15 February 2012, irrespective of when you physically move to the greater Wiesbaden area. Keep in mind that LQA is based on actual expenses so the rate you receive may not change.

**28. Will Temporary Quarters Subsistence Allowance (TQSA) be authorized for the household move to my new PDS?**

Yes, if you are eligible for LQA you will generally be authorized TQSA for up to 7 days. The intent of the 120 day advance notice of the MDR is to provide employees sufficient notice to facilitate door-to-door moves. However, extensions may be approved on a case by case basis when an employee is unable to secure a new residence when they are vacating their old residence.

**29. My spouse and I are both civilian career employees whose offices will relocate to Wiesbaden but not at the same time; her office's move will be delayed by approximately six to nine months; we are eligible for LQA. Will either one of us be able to receive either separate maintenance allowance or compensation for the commute during the transition phase?**

No; there is no authorization to pay separate maintenance allowance or compensate for mileage in such instances.

**30. I purchased a home in the Heidelberg area; will I get LQA when I move to Wiesbaden?**

Provided you are eligible for LQA, you may get the allowance for only one residence that you designate as permanent.

## **Appendix C**

### **Management Directed Reassignment Templates**

**Prepare all templates using official letterhead.**

**Template #1** For use with career or career-conditional employees

**Template #2.** For use with employees on non-status/family member appointments

**Template #3.** For use with career or career-conditional employees with family member status

You can verify the employee's status from their latest SF50, Notification of Personnel Action. If you need assistance determining the employee's status, contact your servicing CPAC.

**MDR TEMPLATE #1 (prepare on official letterhead)  
FOR CAREER OR CAREER-CONDITIONAL EMPLOYEES**

**ORG SYMBOL**

**DD-MMM-YYYY**

MEMORANDUM FOR **Employee Name** of **Organization**, **Organization Address**

SUBJECT: Notice of Management Directed Reassignment

1. References:

- a. Title 5, Code of Federal Regulations (CFR) 335.102, Agency Authority to Reassign
- b. Title 5, CFR 752.101, Adverse Actions
- c. Joint Travel Regulation (JTR), Volume II, Chapter 5
- d. US Army Europe OPOD 0036-11 (Headquarters Relocation), dated 26 May 2011

2. This is to inform you of my proposal to reassign you from your position located at **old Permanent Duty Station** to **new Permanent Duty Station** on **effective date**, subject to **applicable conditions (i.e. completion of building renovations)**. The reason for this proposed action is the Headquarters, USAREUR relocation. This reassignment will be to the position of **Position Title**, **PP-Series-Grade** and there will be no change to your basic salary.

3. This action is being proposed in accordance with the provisions of 5 CFR 335.102 and Change 20, AR 690-300, Chapter 335, Appendix A, dated 15 October 1987, which sets forth the regulatory provisions of involuntary reassignments.

4. You must reply to this proposed action by either accepting or declining in writing. You may furnish affidavits or other documentary evidence in support of your reply. The right to reply is not a right to a formal hearing, but is an opportunity for you to present any and all reasons why you believe the proposed action should not be effected.

5. Your reply must be mailed, delivered, and/or made in person to **Agency Official, Address** within five (5) working days from receipt of this memorandum. You may make arrangements for an appointment with **Agency Official's** office at **Telephone #**, if you desire to make a personal reply.

6. If you reply and decline the proposed reassignment, it will be given full consideration before **Agency Official** issues a written decision to you. If you decline this reassignment, you may be subject to a notice of proposed removal and the following may apply:

- a. Your removal from Federal Service may be effected under adverse action procedures in accordance with reference 1b. If a removal is effected, the effective date of the removal will be on or about the effective date of the proposed reassignment.

b. You may be eligible to register in the Priority Placement Program (PPP). Contact your servicing CPAC for additional information.

c. You may be eligible for a Discontinued Service Retirement (DSR) if you decline a reassignment outside of your commuting area and meet age and service requirements. For further information contact a retirement counselor at the Army Benefits Center-Civilian (ABC-C).

7. PCS entitlements will be determined in accordance with reference 1c. Your Request for Orders (RFO) must be completed and sent to the losing CPAC not later than 10 days after receipt of the MDR notice. If you exercise entitlement to a PCS move, you may be required to execute a new Transportation Agreement for a 12-month period in accordance with reference 1c.

8. Your current point of contact at the **Losing Location** Civilian Personnel Advisory Center is **Name** and can be contacted at **Address**, **phone (DSN and commercial)**, or email at **email address**. Upon your request, **Name** will provide you with pertinent regulations and records. Your supervisor is also available to answer questions and will grant a reasonable amount of duty time for you to consult with the CPAC. Your future point of contact at the **Gaining Location** Civilian Personnel Advisory Center is **Name** and can be contacted at **Address**, **phone (DSN and commercial)**, or email at **email address**.

9. Your service at **Organization** is greatly appreciated, and we encourage you to give careful consideration to continuing your career by accepting this management directed reassignment, as it is management's desire to retain your skills.

10. Please acknowledge receipt of this memorandum by signing and dating enclosure 1 and returning it to me. Your signature does not constitute agreement with its contents; it only indicates receipt.

Enclosure:

- 1 – Acknowledgement of Receipt
- 2 - Acceptance/Declination of MDR

**Staff Principal**

I, **Employee Name**, acknowledge receipt of this Notice of Management Directed Reassignment and understand that I have 5 working days from the date of the notification to exercise my right to reply. If I do not exercise my right to reply, I understand that my reassignment will be effective on **date**.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

TO: Organization Address ATTN: Agency Official

SUBJECT: Management Directed Reassignment Notice

I have read and understand the Management Directed Reassignment notice. I have indicated below whether I will or will not accept the reassignment to new Permanent Duty Station.

\_\_\_ I will accept the Management Directed Reassignment.

\_\_\_ I will not accept the Management Directed Reassignment.

I understand that I may be subject to notice of proposed removal from Federal service if I decline this Management Directed Reassignment.

EMPLOYEE NAME \_\_\_\_\_

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

DATE

**MDR TEMPLATE # 2 (prepare on official letterhead)  
FOR EMPLOYEES ON NON-STATUS FAMILY MEMBER APPTS**

**ORG SYMBOL**

**DD-MMM-YYYY**

MEMORANDUM FOR **Employee Name** of **Organization**, **Organization Address**

SUBJECT: Notice of Management Directed Reassignment

1. References:

- a. Title 5, Code of Federal Regulations (CFR) 302.102, Agency Authority to Reassign.
- b. Title 5, CFR 752.101, Adverse Actions.
- c. Department of Defense Instruction (DoDI) 1400.23, dtd 12 May 89, Employment of Family Members of Active Duty Military Members and Civilian Employees Stationed in Foreign Area.
- d. US Army Europe OPORD 0036-11 (Headquarters Relocation), dated 26 May 2011.

2. This is to inform you of my proposal to reassign you from your position located at **old Permanent Duty Station** to **new Permanent Duty Station** on **effective date**, subject to **applicable conditions (i.e. completion of building renovations)**. The reason for this proposed action is the Headquarters, USAREUR relocation. This reassignment will be to the position of **Position Title**, **Pay Plan-Series-Grade** and there will be no change to your basic salary.

3. This action is being proposed in accordance with the provisions of 5 CFR 335.102 and Change 20, AR 690-300, Chapter 335, Appendix A, dated 15 October 1987, which sets forth the regulatory provisions of involuntary reassignments.

4. You must reply to this proposed action by accepting or declining in writing. You may furnish affidavits or other documentary evidence in support of your reply. The right to reply is not a right to a formal hearing, but is an opportunity for you to present any and all reasons why you believe the proposed action should not be effected.

5. Your reply must be mailed, delivered, and/or made in person to **Agency Official, Address** within five (5) working days from receipt of this memorandum. You may make arrangements for an appointment with **Agency Official's** office at **Telephone #**, if you desire to make a personal reply.

6. If you reply and decline the proposed reassignment, it will be given full consideration before **Agency Official** issues a written decision to you. If you decline this reassignment, you may be subject to a notice of proposed removal and the following may apply:

- a. Your removal from Federal Service may be effected under adverse action procedures in accordance with reference 1b. If effected, the effective date of the removal will be on or about the effective date of the proposed reassignment.

b. You may be eligible to register in the Priority Placement Program (PPP). Contact your servicing CPAC for additional information.

c. You may be eligible for a Discontinued Service Retirement (DSR) if you decline a reassignment outside of your commuting area and meet age and service requirements. For further information contact a retirement counselor at the Army Benefits Center-Civilian (ABC-C).

7. While this notice of directed reassignment is to a new geographic location, you are required to reside with your sponsor in accordance with reference 1c due to your family member status. You are therefore not eligible for PCS entitlements to the new location.

8. Your current point of contact at the **Losing Location** Civilian Personnel Advisory Center is **Name** and can be contacted at **Address**, **phone (DSN and commercial)**, or email at **email address**. Upon your request, **Name** will provide you with pertinent regulations and records. Your supervisor is also available to answer questions and will grant a reasonable amount of duty time for you to consult with the CPAC. Your future point of contact at the **Gaining Location** Civilian Personnel Advisory Center is **Name** and can be contacted at **Address**, **phone (DSN and commercial)**, or email at **email address**.

9. Your service at **Organization** is greatly appreciated, and we encourage you to give careful consideration to continuing your career by accepting this management directed reassignment, as it is management's desire to retain your skills.

10. Please acknowledge receipt of this memorandum by signing and dating enclosure 1 and returning it to me. Your signature does not constitute agreement with its contents; it only indicates receipt.

Enclosure:

- 1 – Acknowledgement of Receipt
- 2 - Acceptance/Declination of MDR

**Staff Principal**

I, **Employee Name**, acknowledge receipt of this Notice of Management Directed Reassignment and understand that I have 5 working days from the date of the notification to exercise my right to reply. If I do not exercise my right to reply, I understand that my reassignment will be effective on **date**.

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

DATE

TO: Organization Address ATTN: Agency Official

SUBJECT: Management Directed Reassignment Notice

I have read and understand the Management Directed Reassignment notice. I have indicated below whether I will or will not accept the reassignment to new Permanent Duty Station.

\_\_\_ I will accept the Management Directed Reassignment.

\_\_\_ I will not accept the Management Directed Reassignment.

I understand that I may be subject to notice of proposed removal from Federal service if I decline this Management Directed Reassignment.

EMPLOYEE NAME: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**TEMPLATE # 3 (prepare on official letterhead)  
FOR CAREER OR CAREER-CONDITIONAL EMPLOYEES WITH FAMILY  
MEMBER STATUS**

**ORG SYMBOL**

**DD-MMM-YYYY**

MEMORANDUM FOR **Employee Name** of **Organization**, **Organization Address**

SUBJECT: Notice of Management Directed Reassignment

1. References:

- a. Title 5, Code of Federal Regulations (CFR) 302.102, Agency Authority to Reassign
- b. Title 5, CFR 752.101, Adverse Actions
- c. Department of Defense Instruction (DoDI) 1400.23, dtd 12 May 89, Employment of Family Members of Active Duty Military Members and Civilian Employees Stationed in Foreign Area.
- d. US Army Europe OPORD 0036-11 (Headquarters Relocation), dated 26 May 2011

2. This is to inform you of my proposal to reassign you from your position located at **old Permanent Duty Station** to **new Permanent Duty Station** on **effective date**, subject to **applicable conditions (i.e. completion of building renovations)**. The reason for this proposed action is due to the Headquarters, USAREUR relocation. This reassignment will be to the position of **Position Title**, **Pay Plan-Series-Grade** and there will be no change to your basic salary.

3. This action is being proposed in accordance with the provisions of 5 CFR 335.102 and Change 20, AR 690-300, Chapter 335, Appendix A, dated 15 October 1987, which sets forth the regulatory provisions of involuntary reassignments.

4. As a career/career conditional employee with family member status in an overseas duty location certain provisions apply. Acceptance of this reassignment may affect your family member status if it requires relocation to a duty station separate from that of your sponsor. Prior to acceptance or declination, contact your local Civilian Personnel Advisory Center (CPAC) for assistance. If after discussions with the CPAC you decide to request a PCS move, a Request for Orders (RFO) must be completed and sent to the losing CPAC not later than 10 days after receipt of the MDR notice. If you are eligible and elect a PCS move, you will be required to sign a rotation agreement and will become subject to the DoD 5-Year Overseas Rotation Policy. You will also be required to sign a Transportation Agreement for a 12-month period in accordance with reference 1c. However, the Transportation Agreement will not provide for return transportation to CONUS.

5. You must reply to this proposed action by either accepting or declining in writing. You may furnish affidavits or other documentary evidence in support of your reply. The right to reply is not a right to a formal hearing, but is an opportunity for you to present any and all reasons why you believe the proposed action should not be effected.

7. Your reply must be mailed, delivered, and/or made in person to **Agency Official, Address** within five (5) working days from receipt of this memorandum. You may make arrangements for an appointment with **Agency Official's** office at **Telephone #**, if you desire to make a personal reply.
8. If you reply and decline the proposed reassignment, it will be given full consideration before **Agency Official** issues a written decision to you. If you decline this reassignment, you may be subject to a notice of proposed removal and the following may apply:
- a. Your removal from Federal Service may be effected under adverse action procedures in accordance with reference 1b. If a removal is effected, the effective date of the removal will be on or about the effective date of the proposed reassignment.
  - b. You may be eligible to register in the Priority Placement Program (PPP). You will need to contact your servicing CPAC for additional information.
  - c. You may be eligible for a Discontinued Service Retirement (DSR) if you decline a reassignment outside of your commuting area and meet age and service requirements. For further information contact a retirement counselor at the Army Benefits Center-Civilian (ABC-C). Phone toll free from Germany 00800-1010282 or DSN 1986\* (no prefix required).
9. Your current point of contact at the Heidelberg Civilian Personnel Advisory Center is **Name** and can be contacted at **phone (DSN and commercial)**, or email at **email address**. Upon your request, **Name** will provide you with pertinent regulations and records. Your supervisor is also available to answer questions and will grant a reasonable amount of duty time for you to consult with the CPAC. Your future point of contact at the Wiesbaden Civilian Personnel Advisory Center is **Name** and can be contacted at **phone (DSN and commercial)**, or email at **email address**.
10. Your service at **Organization** is greatly appreciated, and we encourage you to give careful consideration to continuing your career by accepting this management directed reassignment, as it is management's desire to retain your skills.
11. Please acknowledge receipt of this memorandum by signing and dating enclosure 1 and returning it to me. Your signature does not constitute agreement with its contents; it only indicates receipt.

Enclosure:

- 1 – Acknowledgement of Receipt
- 2 - Acceptance/Declination of MDR

**Staff Principal**

I, **Employee Name**, acknowledge receipt of this Notice of Management Directed Reassignment and understand that I have 5 working days from the date of the notification to exercise my right to reply. If I do not exercise my right to reply, I understand that my reassignment will be effective on **date**.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

TO: Organization Address ATTN: Agency Official

SUBJECT: Management Directed Reassignment Notice

I have read and understand the Management Directed Reassignment notice. I have indicated below whether I will or will not accept the reassignment to new Permanent Duty Station.

\_\_\_ I will accept the Management Directed Reassignment.

\_\_\_ I will not accept the Management Directed Reassignment.

I understand that I may be subject to notice of proposed removal from Federal service if I decline this Management Directed Reassignment.

EMPLOYEE NAME: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## Appendix D

### Special Bulletins

CPD has prepared several Special Bulletins containing detailed instructions for both managers and employees. All Special Bulletins can also be found at on the CPD website at:

<http://www.eur.army.mil/g1/content/CPD/index.html>

**Special Bulletin #1** is a bulletin for managers providing instructions on issuing the management directed reassignment to employees.

**Special Bulletin #2** is a bulletin for employees providing step by step instructions about what an employee needs to do after they accept a MDR. This bulletin provides the steps necessary to receive travel orders and contains points of contact in the Wiesbaden CPAC as well as many other offices in the Wiesbaden area.

**Special Bulletin #3** is a bulletin for employees providing step by step instructions about all the things necessary after they have declined a MDR. This Bulletin provides the steps necessary to prepare for a return to the United States.

## Appendix E

### Request for Travel Orders

Individuals planning to PCS as a result of the Command's relocation must request authorization for travel orders using the USAREUR request for travel orders template located on the CPD website under the USAREUR Relocation Information at:

<http://www.eur.army.mil/g1/content/CPD/index.html>

## Glossary

AE	Army in Europe
APF	Appropriated Fund
AWS	Alternative Work Schedule
CHRA-E	Civilian Human Resources Agency, Europe Region
CONUS	Continental United States
CPAC	Civilian Personnel Advisory Center
CPD	Civilian Personnel Directorate
CSRS	Civil Service Retirement System
DA	Department of the Army
DFAS	Defense Finance and Accounting Service
DEROS	Date Eligible for Return from Overseas
DoD	Department of Defense
DSR	Discontinued Service Retirement
DSSR	Department of State Standardized Regulations
EOD	Entrance on Duty
EFMP	Exceptional Family Member Program
FECA	Federal Employees Compensation Act
FERS	Federal Employees Retirement System
FTR	Federal Travel Regulations
FWS	Flexible Work Schedules
GO	General Officer
HHG	Household Goods
ICPA	Injury Compensation Program Administrator
JTR	Joint Travel Regulations
LQA	Living Quarters Allowance
MDR	Management Directed Reassignment
NAF	Non Appropriated Fund
NTS	Non-Temporary Storage
OCONUS	Outside the Continental United States
PCS	Permanent Change of Station
PDS	Permanent Duty Station
POC	Privately Owned Conveyance (POC)
POQ	Privately Owned Quarters
POV	Privately Owned Vehicle
PPP	Priority Placement Program
RPA	Request for Personnel Action
SES	Senior Executive Service
SF	Standard Form
TQSA	Temporary Quarters Subsistence Allowance
USAREUR	United States Army Europe

**Headquarters, U.S. Army Europe, G1, Civilian Personnel Directorate, Civilian Relocation  
Guidance and Business Rules**

**List of Changes and Updates to 8 Dec 11 Document**

Change 1  March 2012	Revises Part 1 - Department of Army Civilians, Page 4,  Section 1, Para A1, Overseas Tour Management	Revises:  USAREUR E-BRAD to USAREUR Manning Database	Reason:  Reflects the name of the current tracking system managed by the G3
	Revises Part 1, Page 5  Section 1, Guidance for Managers, Para C4, Tour Curtailments	Adds:  Assistant staff principles	Reason:  To be consistent with the AE Supplement 1 to AR 690-300.301, dated 17 March 2006
	Revises Part 1, Page 10  Section 1, Guidance for Managers, Paragraph I3, Excused Absences	Adds:  Reimbursement for mileage to look for a new residence is not authorized.	Reason:  Clarifies JTR rules on mileage
	Revises Part 1, Page 15  Section 2, Employees Accepting a MDR, Living Quarters Allowance, Para I2	Adds:  Link to sample memo to request LQA based on MDR	Reason:  Provides a sample format
	Revises Part 1, Page 16  Section 2, Employees Accepting a MDR, Paragraph L, Telework and APPX B, FAQs for DACs, Page 20, Question #5	Replaces:  Paragraph J	Reason:  Provides information on the February 2012 USAREUR Telework Regulation
	Revises APPX C, Page 33  MDR Template #3	Replaces:  Paragraph 4	Reason:  Clarifies provisions for competitive service employees with Family Member status

<p>Change 2 August 2012</p>	<p>Revises Part 2, Page 19 Local National Employees</p> <p>Revises Template #1, paragraph 7</p> <p>Revises Template #3, paragraph 4</p> <p>FAQ question #8</p> <p>Section 2 Employees Accepting a Management Directed Reassignment</p>	<p>Adds:</p> <p>Relocation Business Rules for LN Employees and scenario chart.</p> <p>(RFO) must be completed and sent to the losing CPAC.</p> <p>(RFO) must be completed and sent to the losing CPAC.</p> <p>All other HQ USAREUR employees will receive their travel orders from the losing CPAC. In most cases this will be the Heidelberg CPAC.</p> <p>b. PCS orders will be issued by the losing CPAC (for most employees this will be the Heidelberg CPAC).</p>	<p>Reason:</p> <p>Insert provisions for relocation of civilian Local National positions</p>
<p>Change 3 December 2012</p>	<p>Part 2, Local National Employees</p> <p>Updated Section 2</p>	<p>Updated LN Relocation Scenario Illustration</p> <p>B. LN standard allowances for temporary reassignment (Ordinary TDY)</p> <p>C. Standard allowances upon permanent reassignment (Employees detailed to new duty station prior</p>	<p>Add guidance related to standard allowances for LN employees on temporary reassignment/ordinary LN TDY.</p>

		to the effective date of permanent change of station) D. PCS Entitlements	
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