



DEPARTMENT OF DEFENSE
EDUCATION ACTIVITY
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ARLINGTON, VIRGINIA 22203-1635

Personnel Division

March 25, 1997
97-P-001

DEPARTMENT OF DEFENSE DEPENDENTS SCHOOLS
POLICY MEMORANDUM

Pay Setting Upon Movement from the
Teaching Position System into
the General Schedule or an Equivalent System

It is Department of Defense Dependents Schools (DoDDS) policy to protect, to the maximum feasible extent, the existing rate of pay for employees moved involuntarily, and to provide reasonable pay protection for employees who move exclusively or primarily for their own benefit, convenience, or personal advantage. All DoDDS and Headquarters, Department of Defense Education Activity (DoDEA) pay setting actions will conform to, or in the absence of explicit criteria will be consistent with, the principles of law, regulations, collective bargaining agreement provisions and interpretations, and precedent decisions established by appropriate authorities, such as the General Accounting Office and Office of Personnel Management.

This policy memorandum cancels and supersedes the guidance established by Department of Defense Dependents Schools Memorandum for Regional Directors, July 12, 1986, Subject: "Pay Setting." It establishes new policies and procedures for setting pay upon movement from Teaching Position (TP) into General Schedule (GS) or equivalent (e.g., GM, NM) positions, to be followed in pay setting actions which occur after the date of signature. Pay setting actions effected prior to the date of this memorandum, which were correct under the superseded policy, will not be revisited, altered, or modified in any way by the new policies and procedures.

The following policies and procedures will be employed to set pay when any employee is moved from a TP to a GS or equivalent position in the competitive or excepted service.

a. Determination of Movement's Nature: A determination will be made whether the movement is voluntary or involuntary. A movement is involuntary *only* when it is made by a planned management action, such as a reduction-in-force or directed reassignment for reasons other than personal cause (e.g., as a result of or as an agreement to avoid performance- or conduct-based disciplinary action). A movement is voluntary when an employee requests it, whether the request is verbal, written, or indirect (e.g., applying for the position through the Educator Career Program, merit staffing plan, or similar procedure). If the employee applied for a position, the movement is voluntary, even if the manager also desired that specific employee's services and even if the move is

in the "best interest of the government" for other purposes, such as determining travel and transportation entitlements.

b. Involuntary, Other-Than-for-Cause Movements: If a movement is involuntary and not for cause, the ordering manager will prepare a brief (one page or less) memorandum identifying the employee, explaining the circumstances which render the movement involuntary, and requesting that the employee's pay be set at 120 percent of the current TP salary, the yearly equivalent rate as defined by 5 USC 5334(d). This memorandum should be prepared as early as possible before the employee formally accepts or declines the move.

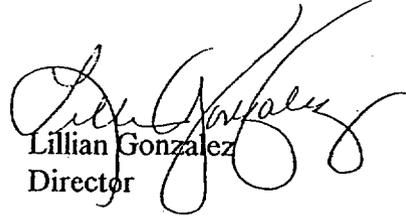
(1) The Personnel Center will review the request, make any additional inquiries or investigations needed, and prepare a decision memorandum for the Chief, DoDEA Personnel Center's signature. The decision will explain why the 120 percent differential is or is not granted. The memorandum normally will be prepared and forwarded within 15 calendar days of receiving the manager's recommendation.

(2) If the request is approved, the employee's pay will be retained at 120 percent of its current existing rate. If the rate thus derived exceeds the top rate of the salary schedule, the employee will receive annual increases equal to one half of the annual percentage increase in the top step of the grade into which placed.

(3) Pay retention will be terminated when an employee has a break in service of 1 workday or longer; declines a reasonable offer for a position with an equivalent or higher rate of pay, within the commuting area or in an area where the employee has applied, and with work conditions (e.g., tenure, work schedule, eligibility for entitlements) at least equal to the TP position from which moved; becomes eligible for equivalent pay without pay retention (e.g., due to increases in the pay schedule or conversion or placement into a different pay system); or is demoted for cause or at the employee's request.

c. Voluntary or for Cause Movements: An employee's pay will be fixed at the highest rate of the new grade or pay schedule which does not cause the employee to lose existing current pay *without* the 120 percent adjustment described above. If the highest previous rate falls between the steps of the GS or equivalent pay schedule steps, the employee will be granted the higher of the two steps. If the highest previous rate is greater than the highest step of the GS or equivalent pay schedule, the employee will be granted the highest step on the pay schedule. If the highest previous rate is lower than the lowest step of the GS or equivalent pay schedule, the employee will be granted the lowest step on the pay schedule. If the movement is a promotion, the employee will be placed at the lowest step within the pay schedule that provides the equivalent of two pay schedule step increments, if such a step is available, not to exceed the highest step of the pay schedule.

Pay for TP employees placed into the senior executive service will be determined under the provisions of 5 USC 5383 and implementing instructions.



Lillian Gonzalez
Director