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United States Coast Guard

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DEC 7, 2006

COMDTINST 12570.5A

COMMANDANT INSTRUCTION 12570.5A

Subj: PERMANENT CHANGE OF STATION (PCS) TRAVEL FOR CIVILIAN EMPLOYEES

Ref: (a) 5 U.S.C. § 5721-5734
(b) FTR, 41 C.F.R. § 300-304
(c) DHS Management Directive 3011, Veterans' Employment

1. PURPOSE. This Instruction provides guidance, in accordance with references (a), (b), and (c), on the conditions under which PCS relocation expenses for civilian transferees and first post of duty allowances for new appointees may be authorized.
2. ACTION. Area and district commanders, commanders of maintenance and logistics commands, commanding officers of headquarters units, assistant commandants for directorates, Judge Advocate General, and special staff offices at Headquarters shall ensure compliance with the provisions of this Instruction. Internet release authorized.
3. DIRECTIVES AFFECTED. Permanent Change of Station (PCS) Travel for Civilian Employees, COMDTINST 12570.5, is cancelled.
4. COVERAGE. Employees paid from nonappropriated funds are excluded from coverage.
5. BACKGROUND. In order to ensure the effectiveness of the PCS Program and the appropriate use of Coast Guard funds, this Instruction identifies specific criteria for the payment of PCS relocation expenses.
6. POLICY. The Coast Guard's policy is that PCS relocation expenses as provided by the Federal Travel Regulation (FTR) shall be paid when it is determined the move is in the interest of the Government and is not primarily for the personal convenience or benefit of the employee or at the employee's request. In addition, to receive authorization for PCS relocation expenses, all employees will be required to sign a 1 year service agreement (enclosure (1)), except those reporting to

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positions Outside of the Continental United States (OCONUS) who must sign a 2 year service agreement (enclosure (2)).

7. CRITERIA.

- a. Determination of payment for PCS relocation expenses for transferees and first post of duty allowances for new appointees:
 - (1) PCS relocation expenses and first post of duty allowances may be authorized for permanent positions that are:
 - (a) GS-11 and above or equivalent, and difficult to fill; or
 - (b) GS-7 and above or equivalent, and located in an isolated duty location.
 - (2) First post of duty allowances will not be authorized for new appointees who receive a recruitment incentive or a superior qualifications appointment.
- b. Prior to advertising a vacancy, the selecting official must coordinate with the servicing Human Resources Specialist/Command Staff Advisor to determine whether or not it is in the interest of the Federal Government to pay PCS expenses based on the above criteria. That determination, to be documented in writing, should specify that the position is difficult to fill and must reflect consideration of the following factors:
 - (1) Position is in a designated hard-to-fill occupational series.
 - (2) For all other positions, document recruitment experience of:
 - (a) Inadequate numbers of qualified applicants in the local commuting area from competitive and non-competitive sources for vacant positions;
 - (b) Repeated advertising efforts of appropriate scope through a variety of recruitment sources with minimal results;
 - (c) Previous history of an inadequate number of qualified applicants for vacant positions;
 - (d) High declination rates; and
 - (e) Significant turnover in similar positions.
- c. The determination that the position is in an isolated duty location must reflect consideration of the following factors:
 - (1) Duty location is well outside the boundary of a metropolitan area, or a developed urban area; and
 - (2) Daily commuting conditions, distance and difficulty result in extraordinary expense or hardship significantly greater than that encountered in a metropolitan area commute.

- d. Vacancy announcements for difficult to fill positions or positions in isolated duty locations, will contain the statement that PCS relocation expenses/first post of duty allowances will be paid. Vacancy announcements must state that new appointees who receive a recruitment incentive or superior qualifications appointment will not be authorized first post of duty allowances. Selectees eligible for PCS relocation expenses/first post of duty allowances will be notified in writing of the decision to pay PCS relocation expenses/first post of duty allowances, as part of the formal notification process conducted by Commandant (CG-1211). A selectee eligible for first post of duty allowances, who receives a recruitment incentive or superior qualifications appointment, will be notified in writing of the decision not to pay first post of duty allowances.
- e. For all other positions, vacancy announcements will specify that PCS relocation expenses/first post of duty allowances will not be paid and selectees will be advised in writing of the decision not to pay these expenses, as part of the formal notification process conducted by Commandant (CG-1211).
- f. For positions that do not meet the requirements of paragraph 7.a.(1), PCS relocation expenses may still be paid to current Coast Guard civilian employees whose selection will result in the development of mission-related skill sets, or who possess organizational knowledge, and technical, management, or executive competencies. Job skills development of internal employees for the purpose of closing mission-critical skill gaps is considered to be in the interest of the Government. Vacancy announcements must specifically state that PCS relocation expenses will be paid to current Coast Guard civilian employees only.
- g. If an initial vacancy announcement, stating that PCS relocation expenses will not be paid, was advertised beyond the local commuting area for at least 10 business days, failed to produce more than two qualified candidates, and must be re-advertised; the vacancy announcement may then state that PCS relocation expenses will be paid as long as the criteria in paragraph 7.a.(1) are met. **However, in accordance with reference(c), re-advertising when veterans' preference eligibles were among the top candidates on a Delegated Examining Unit (DEU) certificate requires approval of the Commandant.**
- h. Sufficient planning must ensure that funds are available before PCS is authorized on the vacancy announcement, when PCS relocation expenses are offered in accordance with this instruction. Once PCS is authorized, budget constraints alone cannot form the basis for denying PCS relocation expenses, if the transfer is in the interest of the Government.
- i. Examples of situations in which PCS relocation expenses are to be considered in the interest of the Federal Government and will be paid:
 - (1) If a Coast Guard civilian employee is in receipt of a certificate of surplus status, certificate of expected separation, reduction-in-force separation notice, notice of proposed separation for declining a transfer of function or directed reassignment outside the local commuting area, or notice of separation for declining a transfer of function, and the employee transfers to another position outside the local commuting area.

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- (2) If the Coast Guard requests that an employee transfer to a different location within the Coast Guard, (e.g. the Coast Guard asks for volunteers to work at a new facility.)
- (3) If the Coast Guard orders an employee, serving under a mobility agreement, to transfer to a different location within the Coast Guard.
- j. Military members being discharged and selected for Coast Guard civilian positions for which PCS relocation expenses have been authorized for new appointees, will be entitled to the difference in the cost, if the PCS relocation expenses authorized exceeds the cost of the military portion of the move. In no case will the Coast Guard pay more than the authorized cost, or combine or duplicate entitlements to exceed authorized cost.
- k. PCS relocation expenses will only be provided to employees selected for an appointment without time limitation. In critical situations, Commandant (CG-1211) may authorize exceptions to transfer an employee from a permanent duty station to a term appointment.
- l. Exceptions may also be granted by Commandant (CG-1211), in extremely limited circumstances, when the Coast Guard needs to fill positions to meet mission requirements brought about by an emergency or potential threat; to meet an unanticipated or unusual mission requirement; a Presidential directive or Administrative initiative; to address an unexpected event outside of the Coast Guard's control; or to meet a Congressional or other mandate to meet new or expanded mission requirements.

8. RESPONSIBILITIES.

a. Commandant (CG-121).

- (1) Formulates and issues policy and program guidance governing the administration of the civilian PCS program throughout the Coast Guard;
- (2) Measures and evaluates the effectiveness of the civilian PCS program Coast Guard-wide;
- (3) Maintains the position of Relocation Services Coordinator (RSC) who serves as a liaison for the Coast Guard and the Relocation Services Program contractor;
- (4) Monitors the execution of the PCS travel fund account;
- (5) Determines PCS eligibility for extenuating circumstances on a case-by-case basis.
- (6) Coordinates PCS policy changes and program modifications with Commandant (CG-83).

b. Office of Civilian Personnel, Human Resources Operations Division (CG-1211).

- (1) Advertises vacancy announcements with a clear "yes/no" statement regarding the payment of PCS relocation expenses/first post of duty allowances;

- (2) Issues written notification of decision to pay or not to pay PCS relocation expenses/first post of duty allowances;
 - (3) Develops and records all estimated costs into the Civilian Resource Management System (CPRMS) and issues PCS Orders including all modifications associated with the move.
 - (4) Monitors funds for PCS moves in coordination with the AFC-08 Funds Manager; ensuring that obligations do not exceed the established funding level.
 - (5) Authorizes extensions to time limitations on relocation allowances and assists AFC-08 Funds Manager in closing out PCS obligations.
 - (6) Retains all PCS files, including modifications, for a period of 6 years and 3 months from the employee's reporting date.
- c. Transferees/New Appointees must obtain from Commandant (CG-1211) written approval for PCS relocation expenses/first post of duty allowances before the travel or move may begin.
- d. Commandant (CG-83) Office of Resource Management, through the AFC-08 Funds Manager will provide the following.
- (1) Manage the prior, current and future years AFC-08 account balances, which includes PCS;
 - (2) Track current year PCS expenses and year-end closeout of account;
 - (3) Provide PCS reports regularly to CG-121 for use in funds management.
 - (4) Provide list of open PCS transactions (unliquidated obligations) for review and validation for continuance.
 - (5) Monitor and analyze budget execution patterns and ensure that funds are obligated in a timely manner, congruent with law and in harmony with program priorities.
 - (6) Recommend adjustment, such as redistribution of funds within the budget accounts in response to changes in programs, staffing levels, and funds availability.
 - (7) With the Office of Civilian Personnel (CG-121), forecast future year PCS costs and formulate the PCS budget;
 - (8) Calculate the financial effects of changes to PCS policy;
9. AGENCY DISCRETIONARY ITEMS. Relocating employees must sign the U. S. Coast Guard Relocation Restrictions Agreement document (enclosure (3)) indicating they understand and agree with these restrictions:
- a. Househunting Trips. The Coast Guard may reimburse househunting trip subsistence expenses (not to exceed 10 days) inside the Continental United States (CONUS). **Note:** The total number

of days used for the househunting trip will be deducted from the number of days allowed for Temporary Quarters Subsistence Expense (TQSE). The amount of reimbursable per diem will be determined as follows:

- (1) Localities Where Per Diem Rates Equal or Exceed \$100.00. Employees will receive the maximum per diem rate for the locality (as listed in FTR, 41 C.F.R. § 301, Appendix A) where the employee seeks residence quarters or for the locality where the employee obtains lodging accommodations; or
 - (2) Localities Where Per Diem Rates are Less Than \$100.00. Employees will receive the standard CONUS rate as listed in FTR, 41 C.F.R. § 301, Appendix A.
- b. TQSE. The Coast Guard may pay expenses incurred by an employee and/or his/her immediate family while occupying temporary quarters within reasonable proximity of the old and/or new official stations. Employees may choose from one of the following:
- (1) Fixed Amount Reimbursement. Employees and their dependents are paid a fixed amount up to 30 days. The fixed amount for the employee will be 75 percent of the locality rate times 30 days. The rate for dependents will be 25 percent of the locality rate times 30 days. There will be no extensions beyond 30 days and no receipts will be required.
 - (2) Actual TQSE Reimbursement. Employees are paid the actual TQSE incurred, provided the expenses are reasonable and do not exceed the maximum allowable amount. For the employee the maximum allowable amount is determined by multiplying the number of days TQSE is actually incurred by the standard CONUS rate, when the move is within CONUS. When the move is to a non-foreign area OCONUS, the maximum allowable amount is determined by multiplying the number of days TQSE is actually incurred by the locality rate for the area. For dependents the rates are as prescribed in FTR, 41 C.F.R. § 302-6.100. When TQSE extends beyond the first 30 days, the per diem is calculated using a reduced rate for both employee and dependents. Typically, authorization for reimbursement of TQSE does not exceed 60 days.
- c. Relocation Service Companies.
- (1) The Coast Guard contracts with a private relocation company to assist Coast Guard employees in relocating to a new official station. Services provided by the contractor include pre-transfer counseling, homesale programs, home marketing assistance, and home finding assistance. The FTR identifies this as a discretionary service. The Coast Guard will only authorize the use of this contracted Homesale/Relocation service to current Coast Guard civilian employees being reassigned to a new duty location, as a result of a reduction-in-force, transfer-of-function, or a directed reassignment. Employees transferring under mobility agreements are not eligible to use this service. All eligible employees will sign the Relocation Services Information Form (enclosure (4)) and return to Commandant (CG-1211) as part of the required PCS paperwork package.
 - (2) As part of the homesale program, employees may accept the contractor's appraised value offer provided they have marketed the home through a real estate broker of their own choice for at

least 60 days without receiving a bona fide outside offer that is greater than or equal to its appraised value. **All real estate listing agreements (i.e., between the employee and the realtor) must include an exclusion clause as follows:**

Exclusion Clause: " The seller hereby reserves the right to sell the property directly to a Government Contracted Relocation Services Company at any time and, in such event, to cancel this listing agreement with no obligation for commission or continuation of listing hereafter and to turn over an acceptable written offer thereunder to the Government Contracted Relocation Services Company for closing and payment of commission which shall be deemed earned and payable only upon closing of title."

This will enable the employee, at the end of the first 60 days of the contract with his/her realtor, to accept the services provided by the Relocation Services Contractor.

- (3) Any disputes under Completion of Home Sale Services that cannot be resolved between the contractor and the Relocation Services Coordinator (RSC) will be referred to the GSA Contracting Officer for final resolution.
- (4) The maximum home value under the relocation contract for Coast Guard for which homesale services are payable is \$750,000. If a home is sold under the homesale program at a price exceeding \$750,000, the relocating employee will be responsible for any additional costs.

10. ENVIRONMENTAL ASPECT AND IMPACT CONSIDERATIONS. Environmental considerations were examined in the development of this Instruction and have been determined to be not applicable.

11. FORMS/REPORTS. None.

RONALD J. RÁBAGO /s/
Rear Admiral, U. S. Coast Guard
Director of Personnel Management

- Encl:
- (1) U. S. Coast Guard Service Agreement for CONUS Moves
 - (2) U. S. Coast Guard Service Agreement for OCONUS Moves
 - (3) U. S. Coast Guard Relocation Restrictions Agreement
 - (4) U. S. Coast Guard Relocation Services Information Form



U. S. COAST GUARD SERVICE AGREEMENT FOR CONUS MOVES

I, _____, in consideration of authorized payments of expenses related to my travel, the expense of shipment of my household goods and personal effects, and the transportation of my immediate family (when applicable) from _____ to _____, do hereby agree to remain in the service of the Federal Government for a period of at least **1 year** from the effective date of my entry on duty on _____, unless separated for reasons beyond my control that are acceptable to the U. S. Coast Guard.

Further, I, the undersigned, do hereby agree that if I fail to fulfill the terms of this employment agreement by leaving the service of the Federal Government before the expiration of the period of the agreement, I will, upon demand, repay the U. S. Coast Guard for my transportation and per diem allowance and transportation of dependents and cost of shipment of household goods and effects from _____ to _____, and I authorize the U. S. Coast Guard to withhold any final payment due me to apply against or liquidate any indebtedness arriving from a violation of this employment agreement. I understand that “leaving the service of the Federal Government” means by retirement, resignation, removal, for cause, or otherwise vacating Federal service without reasons acceptable to the U. S. Coast Guard.

(Employee Signature)

(Date)

(USCG CG-1211 Signature)

(Date)



U. S. COAST GUARD SERVICE AGREEMENT FOR OCONUS MOVES

I, _____, in consideration of authorized payments of expenses related to my travel, the expense of shipment of my household goods and personal effects, and the transportation of my immediate family (when applicable) from _____ to _____, do hereby agree to remain in the service of the Federal Government for a period of at least 2 years from the effective date of my entry on duty on _____, unless separated for reasons beyond my control that are acceptable to the U. S. Coast Guard. I understand that I may be reassigned to other overseas posts during the **2-year** period if such transfers are deemed to be in the interest of the Government. Return transportation expenses will be paid by the U. S. Coast Guard, provided you complete the **2-year** tour of duty.

Further, I, the undersigned, do hereby agree that if I fail to fulfill the terms of this employment agreement by leaving the service of the Federal Government before the expiration of the period of the agreement, I will, upon demand, repay the U. S. Coast Guard for my transportation and per diem allowance and transportation of dependents and cost of shipment of household goods and effects from _____ to _____, and I authorize the U. S. Coast Guard to withhold any final payment due me to apply against or liquidate any indebtedness arriving from a violation of this employment agreement. I understand that "leaving the service of the Federal Government" means by retirement, resignation, removal, for cause, or otherwise vacating Federal service without reasons acceptable to the U. S. Coast Guard.

(Employee Signature) (Date) _____
(USCG CG-1211 Signature) (Date)



U. S. COAST GUARD RELOCATION RESTRICTIONS AGREEMENT

I, _____, do hereby understand and agree to the following applicable restriction(s):

Househunting Trips. The total number of days used for the househunting trip will be deducted from the number of days allowed for Temporary Quarters Subsistence Expenses (TQSE).

Localities Where Per Diem Rates Equal or Exceed \$100.00. I will receive the maximum per diem rate for the locality where I seek residence quarters or for the locality where I obtain lodging accommodations (See FTR, 41 C.F.R. § 301, Appendix A);

OR

Localities Where Per Diem Rates are Less Than \$100.00. I will receive the standard CONUS rate as prescribed in FTR, 41 C.F.R. § 301, Appendix A.

Temporary Quarters Subsistence Expenses (TQSE). I have the option to choose one of the following. My choice of option is irrevocable. I have placed an X in the appropriate box to signify my choice.

- 1. [] Fixed Amount Reimbursement. I will be paid a fixed amount up to 30 days. There will be no extensions beyond 30 days (See 9.b. of this instruction).
2. [] Actual TQSE Reimbursement. I will be paid the actual TQSE incurred, provided the expenses are reasonable and do not exceed the maximum allowable amount. For moves within CONUS, the employee's, maximum allowable amount (for the first 30 day period) is determined by multiplying the number of days TQSE is actually incurred by the standard CONUS rate. For moves to OCONUS non-foreign areas, the employee's maximum allowable amount (for the first 30 day period) is determined using the area's locality rate. When TQSE extends beyond the first 30 days, the per diem is calculated using a reduced rate for both employee and dependents (See 9.b. of this instruction).

(Signature) (Date)



U.S. COAST GUARD RELOCATION SERVICES INFORMATION FORM

Use of Relocation Service Companies.

NOTE: Only U. S. Coast Guard civilian employees being reassigned to a new duty location, as a result of a reduction-in-force, transfer-of-function, or a directed reassignment, will be authorized to use this U. S. Coast Guard contracted Homesale/Relocation service.

The U. S. Coast Guard contracts with a private relocation company to assist U. S. Coast Guard employees in relocating to a new official station. Services provided by the contractor include pre-transfer counseling, homesale programs, home marketing assistance, and home finding assistance.

As part of the homesale program, I am eligible to accept the contractor's appraised value offer provided I have marketed the home through a real estate broker of my choice for at least 60 days without receiving a bona fide outside offer that is greater than or equal to its appraised value. **All real estate listing agreements must include an exclusion clause as follows:**

Exclusion Clause: " The seller hereby reserves the right to sell the property directly to the Government Contracted Relocation Services Company at any time and, in such event, to cancel this listing agreement with no obligation for commission or continuation of listing hereafter and to turn over an acceptable written offer thereunder to the Government Contracted Relocation Services Company for closing and payment of commission which shall be deemed earned and payable only upon closing of title."

The maximum home value under the relocation contract for U. S. Coast Guard for which homesale services are payable is \$750,000. If my home is sold under the homesale program at a price exceeding \$750,000, I will be responsible for any additional costs.

Any disputes under Completion of Home Sale Services that cannot be resolved between the contractor and the Relocation Services Coordinator (RSC) will be referred to the GSA Contracting Officer for final resolution.

(Signature) _____
(Date)